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Union: **Jamesville-DeWitt Central School Lunch Unit**

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JAMESVILLE-DEWITT CENTRAL SCHOOL
DEWITT, NEW YORK 13214

MEMORANDUM OF AGREEMENT
BETWEEN
JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
AND
SCHOOL LUNCH UNIT

EFFECTIVE DATE: 1 JULY 2005 – 30 JUNE 2008

FOOD SERVICE UNIT
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ARTICLE I: TERMS OF EMPLOYMENT

Section 1. Assignment:

- a. Cafeteria personnel shall work each day that school is in session subject to adjustments as deemed appropriate by the School Business Official.
- b. Hours for employment for each employee shall be fixed within each school building and shall be determined by the employer on an annual basis.
- c. Minimum staffing at the K-4 level shall consist of one (1) Cook/Manager and one (1) Food Service Helper (FSH).

Section 2. Retirement:

- a. Membership in the N.Y.S. Employees' Retirement System is mandatory for all full-time, ten-month employees.
- b. Membership in the N.Y.S. Employees' Retirement System for any employee working less than full-time is optional.

Section 3. Paid Holidays:

- a. All employees, regardless of assignment, shall receive eight (8) paid holidays during the school year:

Columbus Day	New Year's Day
Thanksgiving	Martin Luther King Day
Day after Thanksgiving	Good Friday
Christmas	Memorial Day

Section 4. Uniforms:

- a. Each employee will be provided with uniforms or an allowance of \$60 per year. The allowance can be spent on either shirts or pants as determined by the Food Service Manager.
- b. Each employee will be provided with a shoe allowance of \$50 per year.
- c. The employee shall be responsible for the cleaning and upkeep of the uniforms.

Section 5. Health Insurance:

- a. For the duration of the Agreement, Health Insurance benefits shall be:

Family Coverage 85/15

Individual Coverage 85/15

- b. Employees must work 20 or more hours per week on a regular basis to be eligible.
- c. The employer shall contribute at the same dollar level for those employees who elect an H.M.O. health insurance provider as it contributes for those employees with Blue Cross Blue Shield coverage.

Section 6. Dental Insurance:

- a. The Employer agrees to offer a Dental Plan to employees and their dependents.
- b. The plan shall be the Blue Cross Blue Shield Prime Blue Dental Plan, or equivalent.
- c. Employees must work 20 or more hours per week on a regular basis to be eligible.
- d. During the duration of the Agreement, the employer agrees to continue Dental Insurance contributions at:

Individual Coverage 75/25

Family Coverage 50/50

Section 7. Disability Insurance (Income Protection):

- a. The employer agrees to provide an Income Protection Policy to cover totally disabled employees at no cost to the employee.
- b. Coverage will provide 60% of basic income after 90 calendar days and exhaustion of sick leave.

Section 8. Leaves:

a. ***Sick Leave for full time employees:***

- 1. An employee, while on the payroll, will earn one day per month for personal illness; unused sick days are cumulative up to a maximum of 240 days.
- 2. An employee, while on the payroll, will earn five (5) days per year for death or illnesses in the immediate family; unused days are cumulative to sick leave.
- 3. A total of a.1. and a.2. above is 15 days per year, for ten (10) month employees, proration as may be necessary.

b. ***Personal Leave for full time employees***

An employee, while on the payroll, will earn two (2) days per school year. Approval is required from the School Business Official prior to taking personal leave.

c. ***Unearned Vacation:***

Unearned vacation or leave without pay will be considered as any other unauthorized absence.

d. ***Unused Leave Days:***

Unused leave days in Section 11.a. and 11.b. above are cumulative to a maximum of 240 days.

e. ***Physician's Statement:***

The District may require a statement from a physician for an employee absent from work for five (5) or more consecutive work days.

Section 9. Workers' Compensation:

- a. All "on-the-job" injuries must be reported within 24 hours to the appropriate supervisor.
- b. If lost time results from a compensable "on-the-job" injury, the school district will compensate the employee at full pay for a maximum of thirty (30) days in any one school year and such days as used will be charged to employee's accrued sick days.
- c. An employee with fewer than thirty (30) accrued sick days shall be turned over to the insurance carrier upon the exhaustion of the employee's sick days and placed on leave without pay by the School District.
- d. An employee absent more than thirty (30) days in any one school year, or more than ten (10) consecutive work days, may be removed from the employer's payroll and placed on an "injured leave without pay" list. In this event, the employee would be compensated in accordance with existing rules and regulations by the Worker's Compensation Insurance Carrier.
- e. Sick days will be restored to the employee in full at the time when the carrier reimburses the School District.

Section 10. Retirement Benefits:

a. ***Health Insurance Benefit:***

- 1. A unit member at retirement, with a minimum of ten (10) consecutive years of service with the Jamesville-Dewitt CSD, may continue in the Health Insurance Program provided that he/she actually and officially retires as per the requirements established by the N.Y.S. Employees' Retirement System.
- 2. For a unit member that retires prior to June 30, 2008, the District agrees to contribute at the same rate as paid the last year of active employment.
- 3. A surviving spouse may continue coverage in accordance with the provisions of COBRA.

b. ***Unused Sick Days at Retirement:***

For full-time food service employees retiring on July 1st, 2005 or after, the following choices would be offered for the use of unused sick days:

Option A: The employer agrees to compensate the employee, at retirement, for unused sick days accrued utilizing the following formula: Accrued unused sick days (maximum of 240) less sixty (60) days, the remainder multiplied by \$25 per day.

Example Only: 240 days (max)
- 60 days
180 days
x25.
\$4,500

Section 10, Retirement Benefits (cont'd.)

Option B: Upon retirement, the district will utilize the employee's unused sick days to maximize the benefit for the employee under section 41-j. A unit employee may convert all unused accumulation that is not utilized under Section 41-j of the NYSERS to a cash stipend at the rate of \$20/day.

Section 11, Job Postings:

Employees covered under this agreement will be eligible to apply for positions posted within the district. The district will post all open positions in the district for a five (5) day period.

Once a posting has been made and an employee bids on the posted job, the employee will be interviewed for the position. Following the interview, the employee will be informed of his/her candidate status. The district will not interview any external candidates until this process is complete.

This section in no way limits management's right to consider an applicant for a position who is currently not an employee of the school district.

Section 12, Wages:

- a. Effective July 1, 2005, all employees on the payroll as of June 30, 2005 shall receive a salary adjustment of \$1.00 per hour.
- b. Effective July 1, 2006, each returning employee shall be granted an increase of 3.8% of the 2005-06 salary.
- c. Effective July 1, 2007, each returning employee shall be granted an increase of 3.7% of the 2006-07 salary.

Any new employees hired during the term of this agreement shall be paid on the following schedule.

	7/1/05	7/1/06	7/1/07
District Cook Manager	\$ 13.75	\$14.00	\$14.25
Cook/Manager	10.25	10.50	10.75
Cook I	9.25	9.50	9.75
Food Service Helper	8.00	8.25	8.50

Food Service Helpers who substitute for a cook manager will receive an additional \$1.50 per hour. However, a Food Service Helper in a substitute role cannot earn more than the lowest paid cook manager.

All employees will be paid in 21 equal bi-weekly payments calculated as per attached calendar.

Extra duty pay will be paid for any hours worked after regularly scheduled work day or on weekends or other days not included on the work calendar attached. The rate for all extra duty pay will be \$12.00 per hour and paid by the third party at conclusion of event.

Section 12, Wages (cont'd)

Longevity

Employees who have served the District continuously for ten (10) or more years will receive

of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules, and number of hours to be worked; to hire, to promote to a better position; to discharge, demote, discipline, or suspend with or without pay, and to maintain discipline and efficiency of employees; to determine the number of non-teaching staff; and to determine the method by which its operations are to be conducted; to determine the method of evaluation; to determine whether or not to subcontract; to determine the number and duties of employees; to discontinue or consolidate programs; to make reasonable rules and regulations pertaining to employees covered by this Agreement; and to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and direction over its organization and the facilities, methods, means, and technology of performing it work.

b. *Compliance with Laws:*

This Agreement does not supersede nor replace any laws, regulations, or policies – including Civil Service Regulations. If any part of this Agreement is, or becomes, contrary to law, the remainder of the Agreement will not be affected.

ARTICLE III. DURATION OF AGREEMENT

This agreement shall take effect the 1st day of July 2005 and continue in effect through the 30th of June 2008.

ARTICLE IV. EXECUTION OF AGREEMENT

For the School Lunch Personnel:

Rita Vedote

For the School District:

Dino Kendrick

Signed this 8th day of March, 2005.

