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Title: **Horseheads Central School District and Senior Food Service Helpers Association (2001)**

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Union: **Senior Food Service Helpers Association**

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5310_06302005

Horseheads Central School District
And Senior Food Service Helpers
Assn

AGREEMENT

BETWEEN

SUPERINTENDENT OF SCHOOLS

AND

SENIOR FOOD SERVICE HELPERS' ASSOCIATION

2000-2005

**HORSEHEADS CENTRAL SCHOOL DISTRICT
HORSEHEADS, NY 14845**

Revised August 2001

RECEIVED

SEP 19 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Article I. Salary Schedule

- A. 2000-01 salaries – retroactive increase of seventy cents (\$.70) per hour.
 2001-02 salaries – increase of 5.5% plus \$.36 per hour
 2002-03 salaries – increase of 5.5 % plus \$.51 per hour.
 2003-04 salaries – increase of 5.5 % per hour
 2004-05 salaries – will be reopened no later than April 1, 2004.

Salaries are based on 178 days of business, 1 day to open, 1 day to close and 2 flexible work days = 182 days. Employees must take a personal day or pay-deduct day for snow days and giveback days. In the event that employees are required to work more than 182 days, the employees will be paid at their hourly rate.

* - includes pay for 10 holidays

Unit members will receive an additional five cents per hour at steps 10, 15, 20 and 25.

All Senior Food Service Helpers are entitled to a free lunch.

All unit members will receive \$50 annually for the purpose of purchasing work shoes. This will be given the 1st pay period of the school year.

New Managers will be hired at a fair salary set by the School Lunch Director according to ability and experience.

Minimum Hours

When school is closed due to an emergency and an employee is requested to work, she/he shall be paid a minimum of three (3) hours pay at her/his regular rate. If the employee was not contacted and reports to work she/he will be guaranteed a minimum of three (3) hours work.

Article II. Leaves

Sick Leave

1. Each employee is eligible for ten (10) days of sick leave per year (except for the first year of employment when sick leave must be earned prior to being used), cumulative to 200 days. The maximum may not be exceeded, but as soon as a person falls below that total, she/she may continue to accumulate as before.
2. A sick leave bank has been established for all employees covered by this contract to be used in the event of continuous illness or an extended disability which would use more sick time than accumulated.

A request in writing, along with a statement from a medical doctor indicating nature of illness or disability and time of return to duty shall be presented with such request. School Superintendent may request a school doctor to conduct such exam.

Time to accrue as follows: One half day to be placed in the bank for each day of unused sick leave as accumulated for the next five years to the maximum of fifty days. To be used only when no accumulated sick leave time remains.

Emergency Leave

Each employee is eligible for five (5) days of emergency leave per year, chargeable to his/her accumulated sick leave, upon the approval of his/her application for such leave.

Personal Leave

Each employee is eligible for two (2) days of personal leave per year. This leave may not be used to extend a vacation or holiday, nor be used in conjunction with any other leave of absence. Any unused personal days will roll over into accumulated sick leave.

Funeral Leave

Due to the death of an employee's father, mother, son, daughter, spouse, or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother or father-in-law or grandparents, up to three (3) days absence shall be allowed at full pay. This leave shall not be charged against sick leave.

Maternity Leave

Maternity leaves will be granted and must extend for a period of one year. Unless otherwise ruled by the Board of Education after a request has been made by the employee and approved by the Supervisor that the leave period may be curtailed. Request to return from maternity leave before one year has elapsed must be made in writing and directed to the attention of the Director of Human Resources. No paid leave time will be used until the employee has run out of time in accordance with the Family Medical Leave Act (FMLA).

Absence for any period beyond the approved period and any extension thereof, shall be deemed the equivalent of a written resignation, effective the last day of the approved leave period. Written notification of intention to return from such leave must be made no less than 30 days prior to expiration of such leave. Such notification shall be directed to the attention of the Personnel Director.

Article III. Health Insurance

A. The Plan. The District will provide health care coverage through a self-funded health care plan (hereinafter the "Plan"). Employees may enroll in either an individual plan or a family plan.

As of July 1, 2001, the Horseheads Central School District Health Care Plan through BlueCross BlueShield will cover Association members for medical and prescriptive coverage.

B. Contribution

(1.) The contribution rate will be \$500 (Individual) and \$1000 (Family) for the duration of the contract.

An employee who is on unpaid leave because of unauthorized absence from duty, exhausting all paid leaves, shall not receive any health insurance. Notwithstanding the foregoing, an employee who is on an unpaid leave of absence may continue to be covered by the Plan, provided she remits the appropriate monthly premium to the District.

(2.) An employee who is eligible for health coverage and who elects not to participate in the Plan will receive a lump-sum annual payment of one thousand dollars (\$1,200) at the end of the work year, in lieu of coverage. The employee must show proof of other health care coverage to be eligible for this payment. An employee electing this option may resume coverage in the Plan subject to the Plan document and the annual payment will

be prorated.

Alternative Plans. The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan, including potential cost savings.

Article IV. Retirement

The 75-I New York State Employees Retirement Plan is provided to all regular employees upon application.

Effective July 1, 1998, employees who have: [1] fifteen (15) or more years employment with the Horseheads School District; [2] have attained the age of sixty-two (62); and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance*, including the prescription rider, premiums paid in accordance with the following:**

<u>HOURS WORKED#</u>	<u>RETIREE PAYS ##</u>	<u>DISTRICT PAYS</u>
6 or more	10%	90% ** Up to \$6,492
5.0 - 5.99	30%	70% Up to \$5,193
4.0 - 4.99	40%	60% Up to \$4,544
Less than 4	50%	50% Up to \$3,895

Any adjustment in the amount of District payments included in any future collective bargaining agreements will be applied to people already qualifying for health insurance coverage under this article.

* At Medicare Eligible Date, insurance provided will be the Medicare supplement, including prescription rider.

** District contributions shall be limited to ninety (90%) percent of premium to a maximum of \$6,492.00.

Hours worked shall be computed by averaging the employees five (5) highest years of employment with the District. Years do not need to be consecutive years and such computation does not include overtime hours.

In no event shall a retiree pay less than ten (10%) percent of the then current premium cost.

Article V. Disability Insurance

Disability Insurance will be provided to all members of this unit with the District paying the cost of the premium. Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as reimbursement for wages paid shall be restored to the employee on a prorated basis equal to the sum received.

Article VI. Grievance Procedure

Section 1. For the purpose of this Agreement, the term "Grievance" means any claimed misinterpretation, inequitable application, breach or violation of this Agreement, the existing laws, procedure, regulations, orders or

rules of the Horseheads Central School District which does not change the terms of any existing contract negotiated between the parties, does not relate to retirement benefits and is not otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

Section 2. Any such grievance must be presented by the employee within fourteen (14) working days from the date of the cause of the grievance or the discovery of the facts constituting the grievance and shall be settled in accordance with the following grievance procedure:

- A. The matter shall be taken up with the School Lunch Director who shall give a reply within five (5) working days.
- B. If the reply is unsatisfactory, the employee shall submit the dispute in writing to the Superintendent of Schools within ten (10) working days of the departmental reply. Within ten (10) days of receipt the Superintendent shall arrange a hearing of the grievance, and shall render a written decision within five (5) working days after the session.

Article VII. Job Posting

Whenever there is a vacancy in any position in the food preparation and service employment area, the employer will post a notice of the position and its hourly or salary rate on the bulletin boards of the schools employing such personnel for at least three (3) full work days prior to filling the position. This does not apply to a secondary vacancy which occurs as a result of filling the posted position.

Article VIII. Bulletin Boards

The union will be permitted to use school bulletin boards to post notices of union meetings and other notices of union business. No notices will be posted or distributed except on this board. Its contents shall relate only to union activities and shall not be of a controversial nature.

Article IX. Discharge Clause

Any employee who has been discharged and believes that such discharge was without any good and sufficient reason, shall have the opportunity to "state his case" for the reinstatement in the matter following:

1. The head of the department will hold a meeting with the employee and an Associate representative as soon as possible, if written request is made therefore within ten (10) days from the date of the discharge, and will inform the Association president in writing as soon as possible after such meeting of the decision.
2. If the department decision is not satisfactory, the Superintendent of Schools and/or his/her designee(s) will conduct a hearing as soon as possible, if written request is made therefore within five (5) days from the date of delivery of the department decisions, and will inform the Association president in writing as soon as possible after such hearing of the decision.

Such decisions on discharge or reinstatement as herein above mentioned shall not be the proper subject of a grievance as that term is above defined in this agreement.

Article X. Seniority

1. Seniority, meaning length of continuous service with the employer, shall prevail in cases of layoff and recall to work. When a layoff is necessary, any employee to be laid off shall be transferred, seniority permitting, to any job that the laid-off employee is capable of performing after a reasonable break-in period. Substitute employees shall not accumulate seniority.
2. In the event of the need to hire more employees, employees laid off will be recalled in reverse order of layoff.

Article XI. Flexible Benefit Plan.

At the beginning of each school year, the District will contribute one hundred dollars (\$200) into the flexible benefit account of each employee who elects to take health insurance.

1. An Internal Revenue Code section one hundred twenty-five flexible benefit plan is hereby created.
2. Payments under the plan shall be made by a third-party administrator selected by the District and the Association. The District shall pay the costs for the administration of the plan.
3. An employee may elect a voluntary salary reduction for contributions to the plan.
4. The plan document is incorporated by reference.

Article XII. Duration of Agreement

The terms of this agreement shall be in full force and effect from July 1, 2001 through June 30, 2005 (salary ending June 30, 2004).

The parties agree that all negotiable items have been discussed during negotiation leading to this agreement, and therefore agree that negotiations will not be re-opened on any item, whether contained herein or not, during the life of this agreement.

This agreement shall become effective upon its approval by the members of the respective parties hereto. This agreement may be amended by the mutual consent of both parties.

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.

Horseheads Central School District

By _____
Superintendent Date

Senior Food Service Helpers Association

By _____
President Date