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Caf/8026

Collective Bargaining Agreement

by and between the

**Superintendent of Schools
Liverpool Central School District**

and the

Unite - HERE Local 150

July 1, 2011 - June 30, 2016

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ARTICLE I

AGREEMENT

This agreement by and between the Liverpool Central School District (hereinafter referred to as the "District") and Unite-HERE Local 150, (hereinafter referred to as the "Union") is made in order to effectuate the provisions of the public Employees' Fair Employment Act (otherwise known as the Taylor Law) to encourage and increase working relations between the District and the Union and enable the employees to participate more fully in and contribute to the development of policies for the District so that the cause of public education in Liverpool may best be served.

ARTICLE II

RECOGNITION

- §2.1 The District hereby recognizes the Union as the exclusive and sole representative for the purpose of collective bargaining for all cafeteria workers and all regular substitute cafeteria workers ("Cafeteria Workers" of the District. The term regular substitute cafeteria workers shall include all substitute cafeteria employees who serve in one authorized position for twenty-one (21) or more consecutive workdays.
- §2.2 Regular substitute Cafeteria Workers are covered by this collective bargaining agreement for purposes of §9.4 emergency closing compensation, Article XVII Wage Rate, Article XIX Holidays and Article IV Grievance Procedure for claimed violations of the three sections cited above.
- §2.3 Per diem substitute employee workers and all other District employees are excluded.
- §2.4 **Definitions:** As used in this Agreement, the following terms shall have the respective meaning as set forth below:
- a. **"District"** means the Liverpool Central School District.
 - b. **"Board of Education"** or **"Board"** means the elected Board of Education of the Liverpool Central School District.
 - c. **"Superintendent"** means the Superintendent of Schools of the Liverpool Central School District.
 - d. **"Union"** means the Hotel Employees and Restaurant Employees International Union Local 150.
 - e. **"Employee"** means all cafeteria workers and all regular substitute cafeteria workers in food service in the Liverpool Central Schools. (See Article II: Recognition)
 - f. **"School Year"/"Budget Year"** means the period beginning on the first day of July in each year and ending the following thirtieth day of June.
 - g. **"School Calendar"** means a calendar that will identify dates on which school will be in session.
 - h. **"Unit"** means the negotiating unit as defined in Article II, Recognition.

ARTICLE III

UNION SECURITY AND PAYROLL DEDUCTIONS

- §3.1 The form of union security provided by this Agreement shall be "Agency Shop".
- §3.2 It shall be a condition of employment that all non-probationary Employees covered by this Agreement shall either become members of the Union or pay to the Union each month a service fee equivalent to the regular monthly dues and initiation fees required of Union members.
- §3.3 Upon written request from the Union, the District will enforce the provisions of this Article in the event a Cafeteria Worker does not pay the required sums of money.
- §3.4 All non-probationary Cafeteria Workers must comply with the provisions of the Article not later than thirty-one (31) days after the signing of this Agreement, and all probationary Cafeteria Workers and new Cafeteria Workers must comply with the Article immediately upon completion of their sixtieth (60) day of employment.
- §3.5 The District agrees to deduct on a biweekly basis the regular membership dues and initiation fees or service fees of the Union from the wages of each Cafeteria Worker authorizing in writing such deduction on a form supplied by the Union. The District will transmit said amount to the Union on not less than a monthly basis, together with an alphabetical list of names of Employees from whom deductions were made. The Union shall be notified at the end of each month of all Cafeteria Workers who have completed their probationary period, who have been terminated or who are on leave of absence. Such notification shall contain the address of record, building or employment and job classification of the Cafeteria Workers.
- §3.6 The Union confirms that it has adopted such procedure for refund of agency fee deductions as required in Section 3 of Chapter 677 and 676 of the Laws of 1977 of the State of New York.
- §3.7 Deductions shall commence with the payroll period first following receipt of an authorization card.
- §3.8 Deductions shall conclude at such time as the entire stipulated amount has been deducted or at the end of the current school year.
- §3.9 The District will provide to the Union one time per year, during the month of October, a list of members of the bargaining unit with dates of hire and business address of record.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

- §4.1 A Grievance is defined as any complaint or dispute involving the interpretation and/or application of the terms and conditions of this Agreement, and which alleges any violation, misinterpretation, or inequitable application of this Agreement.

A Grievant is defined as any individual Liverpool Cafeteria Worker, group of Cafeteria Workers and/or the Union. The Union, or its authorized representative, may file a grievance on behalf of an individual or group of workers. The Grievant shall have the right to Union representation at each step of the grievance procedure.

Time Limits: No written grievance will be entertained as described below, Step 2, and such Grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the grievant knew of the act or condition on which the grievance is based.

Step 1 A Grievant having a grievance will discuss it with the School Lunch Director with the objective of resolving the matter informally. The Grievant may be represented by the Union representative. Determinations reached at this stage of the grievance procedure shall not be deemed to be precedent setting or binding on either party in future proceedings.

Step 2 If no satisfactory resolution of the informal presentation of the grievance is reached, the grievant shall reduce the matter to writing and submit it to the Director of Human Resources, who shall conduct a hearing with the grievant within five (5) school days after receipt of the grievance, with a view of arriving at a mutually satisfactory resolution of the grievance.

Step 3 If the grievance is not satisfactorily resolved in Step 2, the Union will file a written notice of appeal with the Director of Human Resources. The Superintendent shall hold a hearing with the employee and Union representatives. The Superintendent shall render a decision in writing to the employee and Union representatives within five (5) school days after receipt of the appeal.

Step 4a. If the grievance is not satisfactorily resolved in Step 3, the Union must notify the Superintendent of Schools that it wishes to submit the grievance to an arbitrator for decision.

- b. Within ten (10) school days after such written notice of submission to arbitration, the District and the Union will attempt to agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.
- c. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, either party may request appointment of an arbitrator under the Voluntary Labor Arbitrator Rules of the American Arbitration Association.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibitive by law or which is violative of the terms of this Agreement, and shall not add to, subtract from or modify any of the provisions of the Agreement.
- e. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions of the issues. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

ARTICLE V

SENIORITY

- §5.1 A Cafeteria Worker shall have District seniority which shall be for all purposes, including promotions, layoffs, increase/reduction in work hours, etc. Seniority is defined as the length of continuous service starting with the Cafeteria Worker's date of hire in a position within the District.
- §5.2 The District seniority list shall be maintained by the District, and a copy posted in each school during the month of October, annually, with all current additions thereto. A copy of this seniority list shall be forwarded to the Union office.

ARTICLE VI

LAYOFF AND RECALL

- §6.1 For layoff purposes, the Cafeteria Worker with the least District seniority within a job classification, as listed in the wage schedule, shall be the first to be laid off until the total number of employees required to reduce the work force within a particular job classification shall be achieved. Having exhausted seniority in the current classification, the laid off Cafeteria Worker shall exercise District seniority to bump a Cafeteria Worker with lesser seniority in a lower job classification, provided the Cafeteria Worker has the skill and ability to do the work.
- §6.2 Recalls shall be in the inverse order of layoffs. A laid off Cafeteria Worker shall be recalled first to the previous job when it becomes available. However, if another position for which the Cafeteria Worker is qualified becomes available, the Cafeteria Worker shall be called to that position, provided the Cafeteria Worker has the skill and ability to perform the work and then to the Cafeteria Worker's original job when that becomes available.
- §6.3 The District will provide ten (10) school days written notice prior to the effective date of layoff. In the event of such layoff, Cafeteria Workers who are not given ten (10) days notice before layoff, will be paid one (1) day's regular wages for each school day which they should have received as notice. This provision shall not apply in cases of an emergency.

ARTICLE VII

PROMOTIONAL OPPORTUNITIES

- §7.1 Whenever a permanent opening occurs in the bargaining unit, the District will post a notice of such position in conspicuous locations in each school for ten (10) school days prior to the filling by the Board of such position.
- §7.2 Notice shall include full details of the minimum qualifications, salary, job specifications (including number of hours), location of the open position and the date the position is to be filled.
- §7.3 All Cafeteria Workers shall have full and equal opportunity to compete for such positions.
- §7.4 The position shall be awarded to the senior qualified applicant. In order to be qualified, a Cafeteria Worker must have the skills and ability to satisfactorily perform the work. This section in no way limits the District's right to hire from the outside.

- §7.5 Notification shall be given in writing to the candidate awarded the job within five (5) school days of the Board's decision.
- §7.6 Whenever a temporary opening occurs due to leave of absence, or any excused or unexcused absence, the temporary position shall be offered to the most senior Cafeteria Worker within the school in which the opening occurs, provided the Cafeteria Worker has the skill and ability to perform the work.

ARTICLE VIII OUT OF CLASSIFICATION WORK

When a Cafeteria Worker performs the duties of a higher classification which carries a higher rate of pay, the Cafeteria Worker shall, commencing on the second (2nd) day of such service, receive the applicable rate of such higher classification retroactive to the time the said duties are initially performed. If asked to perform duties of a lower classification, the Cafeteria Worker shall continue to receive the regular rate.

ARTICLE IX WORK DAY - WORK WEEK - WORK YEAR

- §9.1 **Work Week** - Except for such days as are designated as holidays within the calendar adopted by the District and applicable to a cafeteria, and except for such additional holidays as may be granted from time-to-time, the regular work week of all Cafeteria Workers will consist of five (5) days beginning on Monday and ending at the conclusion of the work day on Friday.
- §9.2 **Work Year** - The normal work year shall be during the months of September through June, coinciding with the District's regular school year. If cafeteria work is available for the summer, the District shall negotiate with the Union to determine the method for the assignment of summer work.
- §9.3 **Emergency Conditions** - In the event that the schools are closed or opened late or dismissed early due to inclement weather or other emergency, and if the cafeteria in the school(s) shall be closed for any or all of the regularly scheduled hours, then the Cafeteria Workers assigned thereto shall be compensated at their regular rate for their regular hours. Where excessive snow days or other emergency closings cause a reduction in pupil attendance days below the State required 180, Cafeteria Workers will work the necessary number of extra days scheduled for pupils during vacation periods without additional compensation if so requested by the District. The Union shall have the right to consult with the District on the rescheduling of the days. If it becomes necessary to close one school due to an emergency situation, employees will have the option of working in another building where needed or take the day without pay.
- §9.4 **Other**
- 9.4.1 No provisions of this Agreement shall be construed as to lower the hourly wage rate of any position covered by this Agreement.
- 9.4.2 If, during the term of this Agreement, any condition of employment, not specifically covered by this Agreement should arise, the District and the Union shall meet for the purpose of resolving the issue or issues.

- 9.4.3 No part of this Agreement shall be construed as to preclude the District from giving any further benefits to its Cafeteria Workers
- 9.4.4 If either the District or the Union wishes to alter any present terms and conditions of employment, the District and Union shall meet for the purpose of resolving the issue or issues.

A R T I C L E X

OVERTIME AND EXTRA WORK ASSIGNMENTS

- §10.1 Overtime shall be defined as all hours of regular work beyond eight (8) hours per day or forty (40) hours per week. Cafeteria Workers shall be compensated for all overtime as defined, at time and one half the Cafeteria Worker's current hourly rate. For the purposes of calculating overtime, all paid days off shall be considered hours and days worked.
- §10.2 When workshops are conducted for certified staff that necessitate closing of a school, Cafeteria Workers will be employed for a regular work day. It will be the responsibility of the District to reassign those persons, who would normally be employed in the closed building, to an alternate duty for that day. It should be understood that Cafeteria Workers are guaranteed employment for such a day but a Cafeteria Worker may request the time off, without pay.
- §10.3 When attending Superintendent/Staff Development Days, employees shall be compensated at their regularly scheduled hours.
- §10.4 When a Superintendent/Staff Development Day is declared mandatory and then cancelled (with fewer than two weeks notice) employees shall be compensated at their regular day's pay for their regularly scheduled hours.

A R T I C L E X I

PROBATIONARY PERIOD

Every permanent appointment from an open competitive eligible list and every original permanent appointment to the non-competitive, exempt or labor class shall be subject to a probationary term of not less than 8 weeks nor more than 52 weeks. During this period, the District may discharge a Cafeteria Worker without recourse to the grievance/arbitration procedure. During the probationary period, the Cafeteria Worker shall be entitled to seniority. However, upon completion of the probationary period, the Cafeteria Worker shall be placed on the seniority list as a regular Employee and shall be immediately credited with seniority from the date of employment

A R T I C L E X I I

DISCIPLINE AND DISCHARGE

- §12.1 No Cafeteria Worker shall be subject to disciplinary action or discharge for arbitrary reasons.
- §12.2 A Union steward or other Union representative shall be present at a disciplinary interview or an investigatory interview which a Cafeteria Worker reasonably believes might lead to disciplinary action.

- §12.3 Copies of disciplinary actions will be sent to the Union within three (3) days of such actions.
- §12.4 The official personnel file for Cafeteria Workers shall be maintained by the District personnel office. The personnel file shall contain records, reports, recommendations and correspondence between the Cafeteria Worker and the District subsequent to employment. Cafeteria Workers may inspect personnel files upon request and make copies of material found therein at a reasonable cost. Pre-employment and confidential information shall not be considered part of the personnel file. No notice of disciplinary action shall be placed in a Cafeteria Worker's file without his/her knowledge.

ARTICLE XIII

DISCRIMINATION

Neither the District nor the Union will discriminate against any Employee or applicant for employment because of race, color, creed, national origin, sex, age, physical disability, sexual preference, marital status or activities on behalf of the Union to the extent that discrimination in these areas is prohibited by the law.

ARTICLE XIV

UNION RIGHTS

- §14.1 The District will provide a bulletin board in each school for the posting of official Union notices of Union meetings, Union elections, Union recreational and social affairs and other noncontroversial matters. Other notices shall be subject to prior approval by the District. Such approval shall not be unreasonably withheld.
- §14.2 When it is necessary for an official of the Union who is employed by the District to engage in Union activities directly relating to the Union's duties as representative of Cafeteria Workers, which cannot be performed other than during working hours, the official of the Union may, after consultations with the Superintendent, or designee, be allowed to visit schools to investigate working conditions, Cafeteria Workers complaints, problems or for other purposes relating to Union affairs, with no loss of pay. Whenever representatives of the Union are mutually scheduled by both parties to participate during working hours in conferences, meeting or in negotiations, they shall suffer no loss of pay.
- §14.3 Authorized representatives of the Union not in the employ of the District shall have the privilege of visiting the premises during working hours, at reasonable times, to investigate grievances or for any other Union business which may be necessary to be transacted during working hours. The Union representative shall not interfere with Cafeteria Workers in the performance of their duties and shall not engage in prolonged discussion in public areas.
- §14.4 The Union will have the right to use school buildings for meetings without cost and at reasonable times.
- §14.5 No organization representing, purporting to represent, seeking or attempting to represent the Cafeteria Workers employed by the District shall have use of the bulletin board or the school communication media other than the Union, except during periods of challenge of the representation status of the Union, as provided by law.

ARTICLE XV

UTILIZATION OF SUBSTITUTES, STUDENTS AND SUB-CONTRACTORS

- §15.1 **Substitutes** - It is not the intention of the District to utilize per diem substitutes to fill any regularly scheduled Cafeteria Worker positions except under those circumstances where the position is vacated on a temporary basis due to the absence of the incumbent Cafeteria Worker regularly assigned to fill the position. In those situations where a substitute is assigned to fill in on the same position for twenty (20) days or more, such extended substitute service may be credited toward any probationary period and seniority in the event the substitute is appointed, thereafter, as a regularly scheduled Cafeteria Worker filling a position within the cafeteria department.
- §15.2 **Volunteers** - No student or volunteers shall be used to do any job within the bargaining unit. The District shall be permitted to continue to utilize students and volunteers in a manner consistent with existing practice.
- §15.3 **Sub-Contracting** - The District shall not contract out or privatize bargaining unit work beyond the scope of current practice
- §15.4 **Staffing Changes** - If a change and/or alteration is contemplated which would have the effect on altering either the number of Cafeteria Workers in a given cafeteria or the hours of work of said Cafeteria Workers, the parties will meet and review the impact that such changes would have.
- §15.5 **Dispute Resolution** - Any dispute concerning this Article may be initiated at the Step 2 of the grievance procedure.

ARTICLE XVI

MEAL AND DUTY-FREE PERIODS

- §16.1 Cafeteria Workers employed for five (5) hours per day or more shall be granted a thirty (30) minute duty-free paid lunch period within the normal work day.
- §16.2 Cafeteria Workers employed for less than five (5) hours per day shall be entitled to one (1) daily duty-free period of fifteen (15) minutes.

ARTICLE XVII

COMPENSATION

§17.1 Hourly Rates

Position	2011-12	2012-13	2013-14	2014-15	2015-16
Cook Manager	\$19.76	\$19.86	\$20.26	\$20.56	\$20.87
Cook	\$15.86	\$15.94	\$16.26	\$16.50	\$16.75
Assistant Cook/Food Service Helper II	\$14.88	\$14.95	\$15.25	\$15.48	\$15.71
Food Service Helper II	\$14.69	\$14.76	\$15.06	\$15.28	\$15.51
Food Service Helper I	\$14.29	\$14.36	\$14.65	\$14.87	\$15.09

The leads in the Elementary or Middle schools who are classified as "Food Service Helper II" will be called "Assistant Cook/Food Service Helper II" and paid as an Assistant Cook.

§17.2 Longevity

17.2.1 Cafeteria Workers with five (5) or more years of District seniority shall receive an additional \$.35 added to the hourly rate.

17.2.2 Cafeteria Workers with ten (10) or more years of District seniority shall receive a second additional \$.35 added to the hourly rate.

17.2.3 Cafeteria Workers with fifteen (15) or more years of District seniority shall receive a third additional \$.35 added to the hourly rate.

17.2.4 Cafeteria Workers with twenty (20) or more years of District seniority shall receive a fourth additional \$.35 added to the hourly rate

§17.3 New Hires

17.3.1 In the first year of employment, the base wage rate for Cafeteria Workers last hired on or after July 1, 2008 shall be \$2.00 less than the hourly rate stipulated in §17.1 above.

17.3.2 In the second year of employment, the base wage rate for Cafeteria Workers last hired on or after July 1, 2008 shall be \$1.00 less than the hourly rate stipulated in §17.1 above.

17.3.3 For purposes of this section, Cafeteria Workers hired on or before January 31 of any school year will be credited with a year of service at the conclusion of said school year.

§17.4 **Responsibilities** - Where there is a significant change in the scope of a Cafeteria Worker's responsibility, such as the number of meals served or Cafeteria Workers supervised, the District and the Union will meet to determine whether that particular assignment should be reclassified.

A R T I C L E X V I I I

J O B D U T I E S A N D F U N C T I O N S

- §18.1 A statement of duties and responsibilities for the various positions covered by this Agreement shall be available from the School Lunch Director. Copies should be sent to the Union.
- §18.2 Cafeteria Workers shall agree to observe the duties and responsibilities as identified prior to accepting appointment to a given position.
- §18.3 Each Cafeteria Worker shall have the right to discuss the duties and responsibilities of the position with the immediate supervisor and make suggestions concerning proposed changes.
- §18.4 Each Cafeteria Worker shall receive a written performance appraisal at least once a year. A new Cafeteria Worker shall receive a written performance appraisal at the end of the probationary period.

A R T I C L E X I X

H O L I D A Y S

- §19.1 The following shall be the schedule of Cafeteria Worker paid holidays:

Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Veterans Day	Presidents' Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Day	

- §19.2 Cafeteria Workers on paid status on the work day before and the work day after a holiday shall be eligible for holiday pay.
- §19.3 Saturday holidays shall be observed on the preceding Friday. Sunday holidays shall be observed on the following Monday.

A R T I C L E X X

L E A V E O F A B S E N C E W I T H P A Y

- §20.1 Cafeteria Workers will earn one and one-half (1-1/2) days of paid leave for illness, injury and or other emergency and personal business reasons for each month of employment without loss of pay. The emergency and personal business reasons shall be those set forth on the Personal Business Day form attached hereto as Exhibit A (except for the "no reason need be given" day).

- §20.2 On the effective date of employment, each Cafeteria Worker will be credited with the equivalent of one and one-half (1-1/2) days of paid leave for each month of anticipated employment during the first year in the District. Thereafter the equivalent of one and one-half (1-1/2) days of paid leave per month will be granted to each Cafeteria Worker at the beginning of the school year. .
- §20.3 Unused paid leave shall accrue to the Cafeteria Worker's credit cumulatively from year to year to a maximum of 110 days in 2005-06, a maximum of 120 days in 2006-07 and a maximum of 130 days in 2007-08. All days over 100 are to be used exclusively as sick days.
- §20.4 Any Cafeteria Worker who is on leave of absence with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from accumulated paid leave allowance. When a unit member accumulates the maximum number of unused paid leave, he/she shall have use of the new allocation of paid leave as defined in §20.1 before any of the maximum accumulated days are consumed.
- §20.5 Whenever a worker needs time off to attend a Liverpool Central School District sponsored parent event (e.g.: parent conferences, elementary graduation) she/he shall be able to do so by using one of his/her unpaid leave days. This is limited to one event per year.

A R T I C L E X X I

LEAVE OF ABSENCE WITHOUT PAY

§21.1 Short Term Leave of Absence Without Pay

Leave of absence without pay, not to exceed thirty (30) days, may be granted to a Cafeteria Worker upon written request to the District and with the approval of the Superintendent of Schools or designee.

§21.2 Long Term Leave of Absence Without Pay

21.2.1 Requests for leave of absence without pay for periods in excess of thirty (30) days and not more than two (2) years for the purpose of child bearing and/or child rearing shall be granted.

21.2.2 Requests for leave of absence without pay for periods in excess of thirty (30) days for reasons other than parental may be granted by the Board of Education upon affirmative recommendation of the Superintendent of Schools.

A R T I C L E X X I I

INSURANCE

§22.1 Health, Medical, Prescription Insurance - Provisions shall be the same as those contained in the Teaching Assistants agreement.

§22.2 22.5 Hours Per Week or More - Cafeteria Workers who are regularly employed for 22.5 hours or more per week may participate in the District's health, major medical and prescription plans. The District shall contribute 90% of the Employee premium.

The District shall contribute 85% of the total premium for a dependent plan, which includes 85% of the premium for a participating employee's health insurance coverage and 85% of the premium for a participating employee's dependent health insurance coverage.

§22.3 **Less Than 22.5 Hours Per Week** – Cafeteria Workers who are regularly employed for less than 22.5 hours per week may participate in the District's health, major medical and prescription insurance plans by pre-paying in accordance with established District billing practices the entire monthly premium for the insurance coverage selected.

§22.4 **Dental, Life Insurance** – Cafeteria Workers who are regularly employed on a less than full time basis may participate in the District's dental and life insurance plans by pre-paying in accordance with established District billing practices the entire monthly premium for the insurance coverage selected.

§22.5 **HMO** – The District's contributions to health maintenance organization (HMO) premiums shall not exceed the amounts which the District would be obligated to contribute to the basic health and major medical plans.

§22.6 **Retiree Insurance**

22.6.1 Upon retirement after ten (10) years of service to the District, a Cafeteria Worker with an effective date of employment prior to July 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Cafeteria Workers shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

22.6.2 Upon Retirement after fifteen (15) years of service to the District, a Cafeteria Worker with an effective date of employment subsequent to July 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Cafeteria Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

§22.7 **Flexible Benefit Spending**

22.7.1 Effective September 1, 1996, the District will offer a Section 125 flexible benefit spending plan for category I, payroll deduction, insurance premium contributions.

22.7.2 Categories II (unreimbursed medical expenses), III (dependent care) and IV (non-payroll deduction insurance premiums) will be added as soon thereafter as possible with a target date of January 1, 1997.

A R T I C L E XXIII

RETIREMENT AND LOCAL INCENTIVE

§23.1 **New York State Employee Retirement System** – Cafeteria Workers shall continue to be entitled to become members of the New York State Employees Retirement System as provided by law.

§23.2 **Local Retirement Stipend** – Upon retirement after ten (10) years of accumulated seniority in the District, Cafeteria Workers shall be entitled to receive a retirement stipend based on the Cafeteria Worker's earned and unused days of paid leave as of the end of the month preceding the effective date of retirement multiplied by \$25.00.

§23.3 **Separation Stipend** – Employees with twenty (20) years of service since the last effective date of appointment will receive, upon separation from employment, a stipend of \$15.00 per accumulated and unused sick leave day, not to exceed one hundred (100) days. The stipend is not applicable to employees who are dismissed or laid off. To receive this benefit an employee does not have to retire.

ARTICLE XXIV

REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

Cafeteria Workers shall be reimbursed for any medical costs and for costs for replacing or repairing dentures, eye glasses, hearing aids or any similar bodily appurtenances and items of clothing or other personal property which are damaged, destroyed or lost while the Cafeteria Worker is acting in the legal discharge of assigned duties within the scope of employment. Notice shall be filed with the School Lunch Director. Such reimbursement shall not exceed 100% of the loss sustained.

ARTICLE XXV

MISCELLANEOUS

- §25.1 In the event any applicable law or court ruling shall be in conflict with any provision of this Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law or ruling, and otherwise the Agreement shall continue in full force and effect.
- §25.2 Any previously adopted policy, rule or regulation of the District which in conflict with a provision of the Agreement shall be superseded and replaced by the application of this Agreement.
- §25.3 No provision of the Agreement shall be construed as to lower the hourly wage rate of any position covered by this Agreement.
- §25.4 If, during the term of this Agreement, any condition of employment not specifically covered by this Agreement should arise, the District and the Union shall meet for the purpose of resolving the issue or issues.
- §25.5 No part of this Agreement shall be construed as to preclude the District from giving any further benefits to its Cafeteria Workers.
- §25.6 If either the District or the Union wishes to alter any present terms and conditions of employment, the representatives shall meet for the purpose of resolving the issue or issues.
- §25.7 The District shall provide and maintain necessary and protective clothing and equipment at no cost to the Cafeteria Worker.

ARTICLE XXVI

LABOR MANAGEMENT COMMITTEE

The District and the Union hereby establish a Labor Management Committee to meet as necessary to discuss matters of joint concern, including duties and functions for each position covered by this Agreement, and attempt to achieve mutually satisfactory solutions.

A R T I C L E XXVII

STAFF DEVELOPMENT

- §27.1 Effective with the 1995-96 school year, the District will budget up to \$1,000 annually for the purpose of reimbursing Cafeteria Workers for expenses related to participation in and satisfactory completion of functionally relevant conferences, workshops, training programs and academic courses at institutions such as Onondaga-Cortland-Madison BOCES or Onondaga Community College in an amount not to exceed \$100 per person per year, except as noted in §27.2, below, where such participation is approved in advance by the School Lunch Director.
- §27.2 Should the entire annual allocation not be consumed in any school year, the balance on June 1 will be distributed among those Cafeteria Workers who were reimbursed at less than 100% of total expenditures in proportion to their unreimbursed expenses. Total reimbursement shall not exceed a Cafeteria Worker's actual expenditure.

A R T I C L E XXVIII

UNIFORMS

- §28.1 Cafeteria Workers shall be reimbursed up to \$150.00 per year for the purchase of white work uniforms and white work shoes consistent with Exhibit B, attached.
- §28.2 Claims for reimbursement shall be presented to the School Lunch Director.

A R T I C L E XXIX

TERM

- §29.1 This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect through June 30, 2016.
- §29.2 Negotiations for a subsequent term shall commence on written request by either party to the other given subsequent to January 2, 2016.

A R T I C L E XXX

CATERING/VENDING/CONCESSIONS

- §30.1 **Catering**
Hours available under the Catering division will be considered separate from the regular Liverpool Central School District appointments. The following set of criteria apply:
1. The Cook-Manager at Liverpool High School will serve as the immediate supervisor for catering work.
 2. A separate list of workers will be created for this division.

3. All regular LCSD Food Service employees will be asked **first** if they are interested in being on this list. The list will be revised yearly, or as needed in July.
4. The catering work available will be rotated among those on this list that will be set up initially in accordance with District seniority.
5. The rotation will be conducted on a two-month cycle.
6. Catering work will be done typically before or after an individual's regularly scheduled hours in the LCSD Food Program.
 - a. If the immediate supervisor assesses the feasibility for this work within an individual's regularly scheduled hours, then the work shall be compensated at the individual's regular rate of pay.
 - b. For Catering division only employees, catering may be done during any scheduled hours.
7.
 - a. Events scheduled with the LCSD which necessitate the use of any District kitchen without use of the Catering division will be staffed with employees based on a per school seniority list.
 - b. Events scheduled with the LCSD which necessitate the use of any District kitchen with use of the Catering division, will be staffed with employees from the Catering division.
 - c. Events scheduled with the LCSD which necessitate the purchase of **any** products, will be considered Catering and channeled through the Cook-Manager at Liverpool High School.

8. **Rates of Pay:**

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Master Chef:	\$24.41	\$24.53	\$25.02	\$25.40	\$25.78
Line Cook	\$12.22	\$12.28	\$12.53	\$12.71	\$12.91
Basic Food Prep	\$ 9.77	\$ 9.82	\$10.02	\$10.17	\$10.32
Set-up/Serve Wkr	\$ 9.77	\$ 9.82	\$10.02	\$10.17	\$10.32
Clean-up Worker	\$ 8.54	\$ 8.58	\$ 8.75	\$ 8.89	\$ 9.02

When the event merits a service charge added to the check, then the servers will participate in the service charge as wages.

§30.2 **Vending**

Hours available under the title of Vending within the Food Service Department will be considered separate from the regular Liverpool Central School District appointments. The following set of criteria will apply:

- The Cook/Manager at Liverpool High School will act as the immediate supervisor for Vending work.
- Vending Work shall be defined as the making of food items and/or the filling of vending machines. Any food items left over from the regular food program may be utilized first before new items are prepared. The type of food items used will be according to the instructions given by the High School Cook-Manager.

- All Vending work will be done before or after an individual employee's regularly scheduled hours in the LCSD Food Program.
- Rate of pay for Vending work will be compensated at the Vending hourly rate of pay as defined below. If the immediate supervisor sees the need for this work within an individual's regularly scheduled hours, then the work shall be compensated at the individual's regular rate of pay.
- A separate list of workers will be created for this division.
- All regular LCSD Food Service Employees will be asked **first** if they are interested in being on this list. The list will be revised by July and January of each year.
- The Vending Work available will be rotated fairly among those on the list that will be set up initially in accordance with District seniority.
- The rotation will be conducted on a two-month cycle.

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
• Rate of Pay:	\$ 9.77	\$ 9.82	\$10.02	\$10.17	\$10.32

§30.3 Concessions

Hours available under the title of Concessions within the Food Service Department will be considered separate from the regular Liverpool Central School District appointments. The following set of criteria will apply:

- The Cook/Manager at Liverpool High School will act as the immediate supervisor for Concession work.
- Concession Work shall be defined as the supplying and selling of food items for special events.
- Concession work will be typically done before or after an individual employee's regularly scheduled hours in the LCSD Food Program.
- Rate of pay for Concession work will be compensated at the Concession work hourly rate of pay as defined below. If the immediate supervisor sees the need for this work within an individual's regularly scheduled hours, then the work shall be compensated at the individual's regular rate of pay.
- A separate list of workers will be created for this division.
- All regular LCSD Food Service Employees will be asked **first** if they are interested in being on this list. The list will be revised by July and January of each year.
- The Concession Work available will be rotated fairly among those on the list that will be set up initially in accordance with District seniority.
- The rotation will be conducted on a two-month cycle.

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
• Rate of Pay:	\$ 9.77	\$ 9.82	\$10.02	\$10.17	\$10.32


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.

LIVERPOOL CENTRAL SCHOOL DISTRICT

UNITE-HERE, LOCAL 150

DATE: Dec. 10, 2013

DATE: Dec 9, 2013

BY: 
Mark F. Potter
Superintendent


BY: 
Ann Marie Taliercio
President

EXHIBIT A

LIVERPOOL CENTRAL SCHOOL DISTRICT ATTENDANCE TRANSMITTAL FORM

Name: _____

Position: _____ Date of Request: _____

Date(s) of Absence	No. of Days Requested	
_____	_____	<u>Sick Days</u>
_____	_____	S - Sick Day
_____	_____	FS - Family Sick (10 days max per year may be used by bargaining groups represented by ULFA and LAMM only.)
_____	_____	SP - Sick/Personal (Bargaining groups represented by Unite-HERE [cafeteria] only.)
_____	_____	<u>Personal Days</u>
_____	_____	P - Personal Day
_____	_____	Check Applicable Box
_____	_____	<input type="checkbox"/> Emergency Obligation (Examples: Birth/adoption in immediate family; death/serious illness in immediate family or close friend.)
_____	_____	<input type="checkbox"/> Legal Business (Examples: Sale/purchase of a residence; litigation.)
_____	_____	<input type="checkbox"/> Parental/Personal Responsibility (Examples: Transportation of child to/from college, graduation, medical/dental appointment for employee or member of family, moving of household.)
_____	_____	<input type="checkbox"/> Religious holiday (As listed on Commissioner of Education list.)
_____	_____	<input type="checkbox"/> Household emergency
_____	_____	<input type="checkbox"/> Marriage in immediate family (Max. 1 day to be used for employee's own marriage.)
_____	_____	<input type="checkbox"/> Emergencies (Deemed legitimate/ necessary by the Superintendent.)
_____	_____	NR - No Reason Need Be Given (Max. 1 day per fiscal year – available to groups represented by ULFA and LAA only.)
_____	_____	<u>Floating Holiday</u>
_____	_____	F - Floating Holiday (If applicable)
_____	_____	<u>Vacation</u>
_____	_____	V - Vacation Day (If applicable)
_____	_____	<u>Professional</u>
_____	_____	PR - Professional Attendance (Conference, workshop, in-service, contractual, recruitment, field trip, visitation, etc.)
_____	_____	<u>Jury Duty</u>
_____	_____	JD - Jury Duty
_____	_____	<u>Leave Without Pay</u>
_____	_____	WO - Leave Without Pay (All employees requesting time off without pay must also fill out a leave of absence without pay form, have it approved by their immediate supervisor, and then have it sent to the Director of Human Resources for approval.)

Signature of Employee: _____ Date: _____

Supervisor's Signature: _____ Date: _____

EXHIBIT B

UNIFORMS

Uniforms and shoes consistent with the following will typically be approved for reimbursement in accordance with Article XXVIII.

Work Uniforms:

- white only, a polyester blend is appropriate
- uniform style dresses, pant suits, skirts or skorts
- uniform style tops, orange/blue polo shirt with Liverpool logo
- no white jeans or cotton pants
- hair net

Work Shoes:

- white only, leather or simulated leather is preferred
- sturdy, with adequate tread on the bottoms for slippery floors
- no canvas or other fabric sneakers; no sandals