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#### **Contract Database Metadata Elements**

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7/1 6/30  
2008 – 2011

## AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS

of the

NEWFANE CENTRAL SCHOOL DISTRICT

and

THE CAFETERIA PERSONNEL ASSOCIATION

of the

NEWFANE CENTRAL SCHOOL DISTRICT

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

FEB 03 2010

**ADMINISTRATION**

*20 Employees*



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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 PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

## **PREAMBLE**

**THIS AGREEMENT**, made this 19<sup>th</sup> day of August 2008 by and between the, Superintendent of Schools of the Newfane Central School District and on behalf of the Newfane Central School District Board of Education, hereinafter referred to as the "Board" and Newfane Central School Cafeteria Personnel, hereinafter referred to as the "Employees."

**WHEREAS**, the parties agree that all negotiable items have been discussed during the negotiations leading to this contract, and therefore, agree that negotiations will not be opened on any item whether contained herein or not, until a new contract is negotiated; and

**WHEREAS**, this agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with this agreement;

**NOW, THEREFORE**, it is mutually agreed as follows:

## **ARTICLE 1 - CONCERNING THIS AGREEMENT**

### **Section 1.0 Definitions**

As used in this Agreement:

- (1) "District" means the Newfane Central School District.
- (2) "Board" means the Board of Education of the District.
- (3) "Superintendent" means the person appointed by the Board as Superintendent of Schools of the District.
- (4) "Bargaining Unit" means all cafeteria employees except the cook manager and substitute food service helpers.
- (5) "Association" shall mean Newfane Central School Cafeteria Personnel.
- (6) "Administrator" means Superintendent, Curriculum and Special Programs Director, School Business Administrator, Director of Facilities, Building Principals, Assistant Principals, and other administrative and supervisory positions created by the Board.

- (7) "Party" means the District or the Association.
- (8) "Parties" means the District and the Association.
- (9) "Employee" means a person holding a position in the Bargaining Unit.

### **Section 1.1 Duration, Termination and Modification**

This Agreement shall become effective on July 1, 2008 and continue in full force and effect until June 30, 2011, and from year to year thereafter unless on or before February 1, prior to any expiration date, either party may give notice to the other of its intention to negotiate for the succeeding year. The parties shall meet no later than fifteen (15) days after such notice.

### **Section 1.2 Conformity to Law**

If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event that any provision of this agreement shall be contrary to law, all other provisions of this agreement shall continue in full force and effect.

### **Section 1.3 Management's Rights**

The employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this agreement, to maintain order and efficiency in all its departments and operations, (including the procedures set forth in the Civil Service Law and other laws of the State of New York as regards, but not limited thereto, the hiring, layoff, discipline, suspension, discharge and any other procedures concerning the conduct and employment of employees, to promote and determine the qualifications of employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such terms as set forth in other parts of this agreement or provided by law). The District also expressly reserves all rights and powers under the Civil Service Law and any other laws of the State of New York.

The above rights of the employer are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the employer. Any and all rights, powers and authority the employer had prior to this agreement are retained by the employer, except as expressly and specifically abridged, claimed or modified by this agreement.

## **ARTICLE II - DISTRICT - CAFETERIA PERSONNEL RELATIONS**

### **Section 2.1 Recognition**

The Board recognizes the Newfane Central School Cafeteria Personnel as the exclusive bargaining agent for all cafeteria employees, except the Cook-Manager.

### **Section 2.2 Shared Decision-Making Team**

The Association and District agree to establish a Shared Decision-Making Team, which shall be empowered to make recommendations to District Administrators on: menus, staffing levels, assignments and re-assignments and equipment needs. The Team shall be comprised of the cooks and one representative from each building, the Cook-Manager, and the School Business Administrator.

The Shared Decision-Making Team shall meet monthly except for the month of July and August on a regular date (normally the 1<sup>st</sup> Tuesday). Data to be shared with team members includes: monthly profit/loss statements, participation rates and any other data that will facilitate improved cafeteria operations.

The District reserves the right to make interim decisions without the recommendation of Shared Decision-Making Team as needed and to accept, reject or modify recommendations of the team.

## **ARTICLE III - PERSONNEL MATTERS**

### **Section 3.1 Posting and Filling Vacancies**

A vacancy in a job classification (e.g., food service helper) is created only when there are fewer employees (active or on layoff) than there are positions in that job classification.

Vacancies occurring in the various categories shall be posted allowing all interested employees to make application. Posting notices of any vacancy will occur as soon as practicable and not later than simultaneously with any public advertising or other posting of the vacancy. Posting notices will be distributed to cooks for posting in each Kitchen.

Selection to fill the vacancy shall be made on the basis of knowledge, skills, relative ability, disposition to pitch in and seniority. All other factors being equal in the judgment of the District, the employee with the greatest seniority shall be appointed to the position. The Shared Decision-Making Team shall recommend upon a candidate to fill all vacancies. However, the District may assign someone to fill a vacancy until the Team meets.



## **Section 3.2 Assignments and Re-assignments**

An "assignment" is a specific set of job duties at a specific location within a job classification (e.g., cashier at Newfane Elementary, dishwasher and sandwich maker at the Senior High, etc.).

Employees shall make their desire for re-assignment known in writing with an interest paper to the Cook Manager by the end of the 2<sup>nd</sup> week of school in September. If an employee does not file an interest paper, that employee shall not be considered for either a short term or a long term assignment. If no one has filed an interest paper in the particular building of the opening, then the short term or long term assignment may be opened to all employees in the association that have filed an interest paper.

Short term assignment shall be for 10 working days or less. For short term re-assignments, the Cook Manager shall determine and appoint the qualified employee. The employee shall work in their respective building of regular assignment.

Long term assignment shall be for more than 10 working days. For long term re-assignments the Cook Manager and the Shared Decision Making Team shall appoint the qualified employee. All other qualifications being equal, seniority shall be the determining factor in ranking employees according to the number of hours an individual employee works per day.

In the event an employee intends to be off for more than 10 days and has told the Cook Manager ahead of time, then the long term assignment shall apply.

In the event an unforeseen problem occurs and the employee is off for 11 days or more and has not prescheduled the days off, then the short term assignment shall apply for the first 10 days and after that the long term assignment shall apply.

## **Section 3.3 Probationary Period**

If the job is awarded to an employee of the District, she shall serve a six (6) week probationary period. If she is satisfactory, she shall be awarded the job on a permanent basis. Said employee trying out for the position also has the same six (6) week time frame in which to decide if the job is right for her. Once the position has been accepted by the employee and all other positions have been filled, and then if said employee decides they do not want the position then said employee must resign.

If she is not a satisfactory employee in the new position, or she is not satisfied in the new position, she shall revert to her former job.

Increase of promotion shall be the greater of \$0.50 per hour or the calculation of the differential index in section 6.1.

All newly hired employees shall be on a probationary period for twenty-six (26) weeks from the date of hire and shall be placed on the beginning of the salary schedule. Discharge of a probationary employee shall not be grievable.

### **Section 3.4 Job Duties and Performance Evaluations**

Upon hire or upon request, the Cook-Manager shall provide all employees a copy of their job description and specific statement of duties. Typically, the Shared Decision-Making Team would review changes in job duties before being issued.

His or her cook shall evaluate each employee annually by April 30th. The Cook-Manager shall evaluate Cook's. Said evaluations shall be in writing on forms provided by the District and shall be reviewed by the Cook-Manager or Business Administrator prior to being finalized.

In addition to specific job duties, each employee is to be evaluated for their: cooperation with others and initiative (ability to see things that need to be done and pitching in to do them).

### **Section 3.5 Discipline and Discharge**

The District has the right to establish rules, regulations and procedures for its employees to follow for the conduct of work and the maintenance of health, safety, discipline, efficiency and protection of property.

The following disciplinary procedure shall apply to all employees in lieu of all rights and procedures specified in Civil Service Law Section 75 and Section 76. Resort to Civil Service Law procedures shall be foreclosed and barred in favor of the grievance procedure in this Agreement. The employee and the Association's President shall receive written notice of the discipline to be issued. "Discipline" means written reprimand, suspension, fine, restitution or discharge.

A policy of progressive discipline shall apply. Progressive discipline shall involve four levels: (1) First written warning; (2) Second written warning; (3) Suspension; and, (4) Discharge.

Disciplinary action shall be predicated on one or more separate infractions or acts of misconduct by an employee. Progressive discipline shall apply but no prior warning notice to the employee is required if the cause of suspension or discharge for any of the following:

- (1) Dishonesty or theft;
- (2) Actual or threatened physical abuse or bodily harm to an employee, supervisor, student or other member of the public;
- (3) Negligence resulting in serious accident or damage to property;
- (4) Openly defiant and egregious insubordination toward any supervisor;
- (5) Willful destruction or misappropriation of property belonging to another employee of the District;
- (6) Use, possession, distribution or being under the influence of drugs and/or intoxicants while on duty or on District property.

During an employee's probationary period, the employee may be terminated or otherwise disciplined at the sole discretion of the District, without recourse to the grievance procedure.

A permanent employee shall have the right to file a grievance under this Agreement to protest the absence of just cause for discipline.

### **Section 3.6 Seniority**

Seniority shall mean period of time since an employee's most recent date of hire on a permanent basis. Seniority shall accrue by job classification within the bargaining unit. Job classifications are as follows: (1) Cook, (2) Assistant Cook, and (3) Food Service Helper.

### **Section 3.7 Reduction in Staff and Recall Rights**

In the event of a layoff or reduction in force, or a reduction in hours, temporary employees shall be laid off first, and then employees within the job classification will be laid off in inverse order of their seniority in that job classification. The employee to be laid off may use her seniority to bump an employee with less total seniority in a lower job classification. In the event of a reduction in hours, the employee whose hours were reduced will have the right to bump a less senior employee that has at least the same or more hours,

The employee who has exercised her bumping right shall be paid at set differential amount less per hour for work in the next lowest classification. (Cook to Assistant Cook – 18% less as the Assistant Cook / Assistant Cook to Food Service Helper – 22% less as Food Service Helper.) Said employee shall also be placed in the ranking for individual work hour in relation to her total years of seniority.

Employees who are reduced to a lower job classification have first claim to vacancies in their former job classification. Reinstatement of a person in the previously held high job classification will be at a rate of 22% higher than the wage in the lower classification.

All seniority shall be forfeited if the employee resigns or is discharged for just cause. Employees who are laid off have first claim in inverse order of their layoff to vacancies in the job classification formerly held for a period not to exceed eighteen (18) months.

If an employee who is recalled refuses the opportunity to return to the employ of the Board, and is at that time employed or otherwise capable of employment, the employee thereby relinquishes any and all rights to recall.

### **Section 3.8 Resignations**

It is expected that any employee who intends to leave her employment with the District will notify the Board, in writing, of her intentions thirty (30) days prior to the terminal date of her employment.

## **ARTICLE IV - WORKING CONDITIONS**

### **Section 4.1 General Working Conditions**

The Board shall make every effort to provide in each school, suitable closet space for each employee to store coats, overshoes and other personal items; outside telephones shall be available free of charge for official business and emergency calls that may occur while on duty, exclusive of long distance calls.

### **Section 4.2 Medical Examinations**

All medical examinations related to requirements for employees shall be at no cost to the employee if examined by a school physician. An employee may be examined by her own physician at her own expense.

### **Section 4.3 Work Day, Work Week, and Work Year**

The workday for cafeteria is determined by the time needed for preparation and is variable. All other things being equal, seniority shall be the determining factor in ranking employees according to the number of hours an individual employee works per day.

### **Section 4.4 Extra Hours (Overtime)**

Employees interested in extra hours shall make their interest known to the cook in the building to which they are assigned. The primary criteria for assigning extra hours shall be unique talents. All other things being equal, extra hours shall be assigned in rotation by seniority.

### **Section 4.5 Reporting to Work After Summer Recess or School Vacation Periods**

All employees who are scheduled to work less than twelve (12) months per year and who are employed by the District on June 15th of any year shall be expected to report to work on the first (1st) day after Labor Day following the summer recess.

All employees who are employed by the District on the first (1st) day prior to any vacation period when school is closed (Christmas, Easter, or other) shall report for work on the first (1st) day school resumes, unless notified by the District to report earlier.

## **ARTICLE V - LEAVES OF ABSENCE**

### **Section 5.1 Reporting Absences from Work**

If an employee is unable to report to work due to illness or death in the family, it is the employee's responsibility to notify her supervisor, at her home or office, at least

one hour prior to her starting time. If possible, and where conditions permit, notification of the absence the evening before would be appreciated.

## **Section 5.2      Emergency School Closing**

When the school district is closed, employees shall not be paid unless they have already reported for work prior to the time the closing was announced. Employees, who arrive at work prior to the announcement of a school closing, shall be paid for a minimum of two (2) hours.

## **Section 5.3      Sick Leave**

Employees shall be granted and shall accumulate sick leave in one-hour increments. For each month an employee is scheduled to work in a year, they shall be granted sick leave hours equal to their daily assigned hours. For example, if an employee is hired in September and is scheduled to work 3.5 hours per day, s/he will be granted 35 hours of sick leave time. Sick leave hours may accumulate to 1,000 hours. Sick leave may be used in the event of personal illness of the employee or illness in the immediate family; immediate family shall include the spouse, children, mother, father, sister, brother, parents of spouse, or a more distant relative if a resident in the employee's home.

Under normal circumstances, sick leave for family purposes shall be limited to the equivalent of ten (10) days in any given school year. Employees requiring additional time to care for a family member may apply for leave under the Family Medical Leave Act (FMLA), which allows up to 12 weeks of paid or non-paid absence.

New employees will not receive any sick leave benefits until they have been employed for sixty (60) workdays. Notwithstanding the foregoing: (a) service as a regular substitute immediately preceding a probationary appointment shall serve as part of the 60 workdays; and (b) employees shall receive full credit for their sick leave allowance once the 60 workdays are served.

Employees may use up to three (3) of their accumulated sick leave days in order to receive compensation on school emergency closing days, conference days, or Regents Exam days. When a sick day is used for compensation during an emergency school closing day, conference day, or Regents Exam day the time shall be a direct deduct from credited accumulated time.

The provision in the paragraph above will sunset on June 30, 2011.

## **Section 5.4      Personal Leave**

Employees may be granted two (2) days personal leave per year. Personal leave is non-cumulative and may only be used to conduct personal business that can only be transacted during the normal workday, except in the case of emergency. Requests for personal leave must be made, in writing, to the immediate supervisor at least two (2) days prior to the leave and must state the specific reason for the leave. Personal leave will not be granted to extend a holiday or vacation. Unused personal days shall be added to accumulated sick leave.

## **Section 5.5      Holidays**

Employees not absent for reason of illness in excess of five (5) days the preceding year may use one personal day the following year as a paid holiday at Christmas recess.

If the District declares school closed for the Friday before the Memorial Day weekend, then the cafeteria employees shall also be off with pay that Friday.

## **Section 5.6      Bereavement Leave**

Employees may be granted a leave with pay not to exceed five (5) days for bereavement of spouse, children, mother, father, sister, brother, parents of spouse or a more distant relative if a resident in the employee's home. Paid bereavement leave shall be taken within 7 days from the date of death. Employees may elect to take up to three days per year without pay for other bereavement purposes.

## **Section 5.7      Other Leaves of Absence**

Paid leaves of absences for employees may be granted at the discretion of the Board of Education upon application.

Non-paid leaves of absences may be granted by the Superintendent of Schools.

## **Section 5.8      Childcare Leave**

Accumulated sick leave may be used for disability period occasioned by pregnancy or childbirth. A childcare leave of absence without pay may be granted upon request to employees Benefits do not continue or accrue during leaves without pay.

A childcare leave request must be given, in writing, to the Superintendent of School not later than forty-five (45) calendar days prior to the beginning of the requested leave of absence. At the time of such notification, the employee must state her intention in regard to the total length of the childcare leave.

If an employee does not wish to use her accumulated sick leave for the purpose of maternity, she will be granted an unpaid sick leave during her disability. Upon termination of the disability, the employee will be eligible for unpaid child-rearing leave up to ten (10) months following termination of the disability. Upon request, no later than sixty (60) calendar days prior to the end of the ten (10) month period, an extension of the childcare leave may be granted for a period of up to twelve (12) months.

The days or months the employee is on childcare leave will not be counted as service for salary credits, sick leave, or other benefits based on length of service. All benefits to which the employee was entitled to at the time leave of absence commenced, including sick leave, will be restored upon return to position. An employee who returns from such leave will be placed on the same salary schedule the employee was on when the leave commenced, except that an employee having

served at least five (5) months in the school year in which leave commenced shall be placed on the next higher level of the salary schedule in the school year upon return to position.

**Section 5.9 Jury Duty**

Employees who are required to report for jury duty shall be paid their full salary; and assign to the Board all fees, except those sums received as reimbursement for actual expenses, such as mileage, meals, lodging and the like with the exception that if the jury pay is more than their normal day's wage they shall keep the jury pay and not be paid their regular day's wage.

**Section 5.10 Workshops**

Upon the approval of the Superintendent of Schools, an employee or employees may be permitted to attend their appropriate workshops, providing funds are available.

**ARTICLE VI - COMPENSATION MATTERS**

**Section 6.1 Salary**

The wage scale for new employees will be as follows:

Food Service Helper	\$ 8.00/hour
Asst. Cook (1.22)	\$ 9.76/hour
Cook (1.18)	\$11.52/hour

The Superintendent may hire an employee at the amount greater than the stated amount above based upon the experience and demand. However, in no case shall the hourly wage be more than the least senior employee in the wage category (e.g. Helper, Assistant, and Cook).

All employees employed by the District on 6/30/08 shall have their hourly wage increased by 2.5% for the 2008-09 school year. All employees employed by the District on 6/30/09 shall have their hourly wage increased by 2% for the 2009-10 school year. All employees employed by the District on 6/30/10 shall have their hourly wage increased by 2% for the 2010-11 school year.

Any employee who moves into the next higher level shall have her then current hourly rate increased by the greater of 50 cents per hour or the following differential index amounts:

- Food Service Helper to Asst. Cook: Increase by .22
- Food Service Helper to Cook: Increase by .30
- Asst. Cook to Cook: Increase by .18

**Section 6.2 Deferred Compensation Plan**

In addition to the hourly rates guaranteed in Section 6.1, the District will provide deferred compensation to its employees in accordance with the following guidelines:

1. The base shall be calculated by adding the programs net profit/(loss) before reduction of indirect costs and equipment costs. For example:

2004-05	Net Profit (Loss)	\$15,200
	Equipment Costs	<u>\$32,729</u>
	Base	\$47,929

2. Employees share of the base shall depend upon the size of the program's base as illustrated below:

BASE	NEXT RANGE	PERCENT OF BASE	BASE SHARE	
			UP TO	TOTAL
12,000	12,000	X .50	6,000	6,000
32,000	20,000	X .25	5,000	11,000
52,000	20,000	X .15	3,000	14,000
Infinity	Infinity	X .075	?	?

3. An individual's share of the base shall be derived by the following calculations:
  - a) First, multiply the number of hours an employee actually worked during the year (exclusive of sick and other leave time) times their responsibility factor (1.0 for Food Service Helper, 1.2 for Assistant Cook, and 1.4 for Cook) to determine the individual's profit share.
  - b) Next, sum these individual profit shares to calculate the Total Number of Shares.
  - c) Next, divide the Association's share of the base by the Total Number of Shares to determine the amount per Share.
  - d) Finally, multiply each individual's profit share by the amount per Share to arrive at the individual's share.
4. The individual's share will be calculated and distributed not later than August 15<sup>th</sup> following the close of the school year.

**Section 6.3 Pay for Work in a Higher Classification**

When an employee is assigned to work in a higher classification, her compensation will reflect an increase to be the greater of \$.50 per hour or the calculation of the differential index in section 6.1.



## **ARTICLE VII - EMPLOYEE BENEFITS**

### **Section 7.1 Lunch Period and Meal**

A twenty (20) minute lunch period and meal shall be a paid part of the workday.

### **Section 7.2, (A) Health Insurance**

Employees shall be offered health insurance coverage.

The district shall contribute 90% of the cost of the health insurance plan described in section 7.2, (A), 1 for employees that work six (6) or more hours per day and enroll in a health insurance plan offered through Orleans-Niagara Health Insurance Consortium.

The District shall contribute 50% of the cost of health insurance plan described in section 7.2, (A), 1 for employees that work four (4) or more hours , but less than six (6) per day and enroll in a health insurance plan offered through Orleans-Niagara health Insurance Consortium.

### **Section 7.2, (A), 1**

The following is the health insurance plan to determine the cost basis, 90% or 50%, for which the District may fund health insurance premiums (single, married with family, or married couple as the case may be) for the Orleans-Niagara School Health Consortium Point of Service plan (Traditional Blue POS 298) as described below.

The Orleans-Niagara BOCES Health Consortium Point of Service Plan (Traditional Blue POS 298) includes the following:

- a) \$5.00/\$0.00 co-pay for Primary Care Physician office visits;
- b) \$10.00/\$15.00 co-pay for Specialist office visits;
- c) Inpatient hospital services fully covered;
- d) \$35.00 Emergency room co-pay (waived if admitted);
- e) Away from home care through BC/BS network of HMO's;
- f) \$3.00 co-pay for prescriptions written by a participating provider, \$5.00 co-pay for prescriptions written by a non-participating provider.
- g) Mental Health Services
- h) Substance abuse treatment
- i) Dependent coverage to age 23

### **Section 7.2, (A), 2**

The employee may choose health insurance options offered by the Orleans-Niagara School Health Consortium so long as the district's contribution does not exceed 90% (employee working six (6) or more hours pay day) or 50% (employee working four (4) or more hours, but less than six (6) hours per day).

(B) Flexible Spending Account:

The District will contribute the following amounts per calendar year toward each full-time (six hour per day) employee's Flexible Benefit Plan, which may be used for unreimbursed medical expenses (including deductibles, co-pays and uninsured expenses), and/or dependent care expenses.

Single:	\$110
Couple:	\$220
Married:	\$260

In addition, all employees may contribute pre-tax dollars to their flexible spending accounts for the same purposes.

(C) Waiver Amounts

Employees eligible for a health insurance plan funded by the District and not receiving health insurance for one full fiscal year shall receive a health insurance waiver as follows:

	<u>Full time</u>	<u>4 Plus Hours</u>
Single:	\$ 900	\$225
Couple:	\$1,700	\$425
Family:	\$2,100	\$525

In addition, eligible employees waiving participation for any period of time shall receive 1/12 of the applicable waiver sum for each full calendar month health insurance is waived.

(D) Duplicate Health Insurance.

(1) This agreement prohibits any enrollments if an employee or the employee's spouse or dependents are covered by any one of the following three areas:

- Any of the following three HMO's (Community Blue, Independent Health, or Health Care Plan) which covers the employee, the employee's spouse, or the employee's dependents.

**NOTE:** If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the District's plan. All other situations not covered by this language shall be considered on a case-by-case basis.

- Where a husband and wife are both employed by this District, only one health plan for the family will be provided by this District.

- Where the employee or the employee's spouse elects health coverage with another employer, which provides equal or better benefits as compared to the District's plan.

(E) Right of Re-entry to District Health Program

Every employee barred from enrollment in the District's group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or re-enter the District's plan if the disqualifying circumstances noted above are removed and the employee gives the District written notice of same. The exact date of coverage shall follow the date of written notice to the District and will be determined by the carrier. The District reserves the right to verify such notice. Re-entry shall be subject to the rules and regulations of the carrier.

(F) Health Insurance for Retired Employees

Retired employees shall be eligible to continue group health insurance upon payment of premium to the District five (5) days prior to the first of the month in which the premium is due.

Pre 7/1/73 Employees. The Board will pay the fifty percent (50%) of the premium for family or single health insurance coverage for all regular employees who are scheduled to work less than four (4) hour per day who were employed prior to July 1, 1973.

Increase or Decrease in Hours. Employees who qualify for full or partial payment or are not entitled to Blue Cross and/or Blue Shield premiums as of the effective date of this contract, and whose work year or hours of work are increased or decreased shall maintain the same coverage for the school year from July 1 to June 30 of any given year.

### **Section 7.3 Retirement**

The Board shall make available to all eligible employees the 1/60th non-contributory retirement plan contained in Section 75i of the New York State Employees' Retirement System. The Board shall also make available the accumulated sick leave benefits contained in Section 41j of the New York State Retirement and Social Security Law. Present members of the system may elect to continue their own contribution in accordance with New York State Law & Regulations of the Retirement System.

All new employees in positions having a Civil Service classification of Competitive or Non-Competitive (Cook or Assistant Cook) must become members of the New York State Employees' Retirement System. Employees in other classifications (Food Service Helper) may elect whether they wish to join the retirement system. Membership in the retirement system also requires Social Security membership.

**Section 7.4 Social Security and Medicare**

All employees must contribute to social security and Medicare. The current contribution rate is 6.2% for social security and 1.45% for Medicare. The District must contribute a matching amount totaling 7.65%.

**Section 7.5 Credit Union Deductions**

The Board shall deduct from its employees an amount individually and voluntarily authorized and transmit said amount to the Credit Union.

**Section 7.6 Retirement Incentive**

Employees who have worked for the school district fifteen (15) years or more shall be eligible for a severance bonus upon resignation equal to \$1.00 for every hour of accumulated sick leave; those with twenty (20) or more years of service shall be eligible for a severance bonus of \$1.50 for every hour of accumulated sick leave.

**Section 7.7 Direct Deposit**

The Food Service Employees Association encourages its members to deposit their pay.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

**Section 8.1 Definitions**

A grievance is a claim by an employee that there has been a violation, misinterpretation, or inequitable application of any provision of this agreement.

**Section 8.2 Stage 1 - Cook and Cook-Manager**

The aggrieved NCSCP employee will first take the matter up informally or verbally with her cook within fifteen (15) days of the alleged grievance. If not satisfied with the cook's response, the employee may informally take the matter up with the cook-manager. The aggrieved employee may be accompanied by a representative of NCSCP.

**Section 8.3 Stage 2 - Superintendent of Schools**

If the grievance is not resolved informally at Stage 1 within twenty (20) workdays of the alleged grievance, it is to be reduced to writing and presented to the Superintendent. The Superintendent or his/her designee shall hear the grievance and respond in writing within ten (10) days of receipt of the written grievance. The NCSCP must be kept informed of the nature of the grievance, and its resolution.

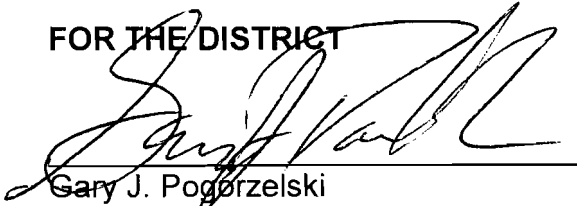
**Section 8.4 Stage 3 - Board of Education**

If the Association is not satisfied with the District's Stage 2 Response, it may submit the grievance to the Board for resolution at a special meeting held to hear the grievance. Such submission must be submitted to the Superintendent of Schools

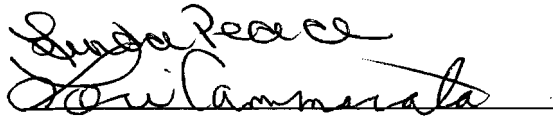
within ten (10) days of receipt of the Stage 2 Response. The aggrieved party shall be afforded the opportunity to be heard and represented by counsel. Said meeting must be held within thirty (30) days after the grievance is submitted to the Board.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and sealed this 18th day of August, 2008

**FOR THE DISTRICT**



Gary J. Pogorzelski  
Superintendent



Negotiator

**FOR THE ASSOCIATION**



Irene Gerhardt  
President



Recording Secretary and Treasurer