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AGREEMENT

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT

AND

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT

CAFETERIA WORKERS ASSOCIATION

Term of Agreement, July 1, 2012 - June 30, 2016

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AGREEMENT

Between Fayetteville-Manlius School District ("District") and Fayetteville-Manlius Cafeteria Workers Association ("Association") to govern the terms and conditions of employment.

ARTICLE I RECOGNITION

The District agrees that the Association is the exclusive bargaining agent for all cook managers, food service helpers, and stock attendants ("Employees").

ARTICLE II DEFINITIONS

- A. Full-Time Employee. For employees hired prior to July 1, 1994, a full-time employee shall be any employee who is compensated at an hourly rate for regularly scheduled hours during the school year. Employees hired prior to July 1, 1994 shall retain their benefit status regardless of hours scheduled. For employees hired after July 1, 1994, a full-time employee shall be one who is regularly employed by the District for four and one-half (4 1/2) hours a day during the school year.
- B. Immediate Supervisor for the limited purpose of IV (C) and (D) of this contract shall be the Cook Manager.
- C. Substitute Employee shall be any employee who is hired on a temporary basis.
- D. Emergency Closing Day is a day when due to some emergency students are instructed by a representative of the District not to report to school.
- E. School Year shall be period July 1 to June 30.

ARTICLE III COMPENSATION

Wages shall be in accordance with Schedule "A" attached hereto and made a part hereof this Agreement.

ARTICLE IV LEAVES

- A. Sick Leave
 - 1. a. Full-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of twenty (20) working days per year at their applicable compensation rate for personal illness.

Article IV (con't.)

A. Sick Leave

1. a. Full-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of twenty (20) working days per year at their applicable compensation rate for personal illness.
 - b. Full-time employees who have not worked for the District for ten (10) consecutive months shall be entitled to two (2) days per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a ten (10) month period.
 - c. Part-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of five (5) days per year at their applicable compensation rate for personal illness.
 - d. Part-time employees who have not worked for the District for ten (10) consecutive months shall be entitled to one (1) day per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a (10) month period, up to the maximum of five (5) days per school year
2. The District will at its discretion request a doctor's certificate to determine eligibility of absence as sick leave and release to return to job duties hereunder if such absence is for five (5) or more consecutive school days.
3. a. Days not used during a school year shall be credited to each eligible full-time employee at the beginning of the following year, provided that the maximum accumulation of unused sick leave days shall be two hundred (200), further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement, and further provided that unused sick leave shall not be credited for a following school year if the employee does not return to work in such following school year within one (1) month of his/her scheduled date to report, unless said employee shall furnish a doctor's certificate stating why said employee is unable to return to work within one (1) month of his/her scheduled date to report.
 - b. Days not used during a school year shall be credited to each eligible part-time employee at the beginning of the following year, provided that the maximum accumulation of unused sick leave days shall be fifty (50), further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement, and further provided that unused sick leave shall not be credited for a following school year if the employee does not return to work in such following school year within one (1) month of his/her scheduled date to report, unless said employee shall furnish a doctor's certificate stating why said employee is unable to return to work within one (1) month of his/her scheduled date to report.

Article IV (con't.)

4. There shall be no accumulation of unused sick leave from an employer other than this District.
5. a. Five (5) of the twenty sick days accumulated in one fiscal year for full-time employees who have worked for the District ten (10) consecutive months shall be available for family illness. Unused sick days shall be carried to the next fiscal year as sick days.
- b. Three (3) of the four (4) sick days accumulated for part-time employees who have worked for the District for ten (10) consecutive months shall be available for family illness. Unused sick days shall be carried to the next fiscal year as sick days.

B. Leave of Absence Without Pay

1. The District, at its discretion, may grant leaves of absence without pay for a period not to exceed one (1) year. To be eligible for said leave, an employee must have been actively employed by the District for ten (10) months prior to the request for leave of absence. If said leave is for medical reasons and supported by medical documentation, leave may be approved during the first ten months of employment. The application for any leave, accompanied by the reasons for the request, shall be made to the District through the applicant's immediate supervisor.
2. An employee granted a leave of absence shall be entitled to the same health insurance benefits as (s)he would if not on said leave, however, the full cost of said health insurance benefits will be paid by the employee.
3. An employee granted a leave of absence pursuant to this section shall for the purposes of subsections 3, 4 and 5 of Schedule A be considered "continuously employed" by the District during the time of said leave. It is expressly agreed by and between the parties, however that while a leave of absence granted pursuant to this section will be considered "continuous employment" as aforesaid, any employee granted said leave will not be credited with time worked for the purposes of Article IV A) Sick Leave the period of said leave. Any employee granted a leave of absence shall retain all unused sick days and shall be awarded any sick or personal leave upon return. The employee taking said leave shall return to work at the same rate of pay he/she was receiving at said time of leave and shall receive any applicable contract settlement.
4. An employee substituting for an employee on extended leave will be compensated at the probationary rate for the temporarily assigned position, or the employee's regular salary, whichever is the higher rate. At the end of the temporary assignment, the employee shall return to the employee's previous title and salary. If the absence was over a contract period, any new contract settlements shall be applied.
5. Procedures and limitations for employees requesting unpaid days off for personal reasons are contained in the Rules and Regulations.

Article IV (con't.)

C. Bereavement Leave

Each employee who is employed by the District for at least twenty six (26) weeks shall be granted up to five (5) days bereavement leave time off in the case of death of the employee's immediate family, defined as husband, wife, mother, father, sister, brother, son, daughter, grandparent, and in-laws in the category of the above named relationships. Almost family shall be a person who has had a long, exceedingly close, family-type relationship with the employee. The employee shall receive one (1) day off in the case of the death of an "almost family" member. Such time off will be granted without the loss of compensation. Compensation shall be at the employee's regular hourly rate for the employee's regularly scheduled hours. The employee shall notify the Immediate Supervisor of his/her need for such leave as soon as practicable.

D. Personal Business Leave

1. The intent of personal leave is to provide an employee the opportunity to conduct personal matters. It is intended neither to serve as recreation or vacation time nor to extend a holiday vacation period.
2. Each Cook Manager shall be granted three (3) personal days leave with full pay. All other full-time employees shall each be granted two (2) days personal leave with full pay. Each part-time employee shall be granted one (1) personal day leave.
3. All personal days are subject to the following:
 - a. Presentation of request to Immediate Supervisor forty eight (48) hours in advance except for emergency.
 - b. Approval of the request by the Immediate Supervisor and School Lunch Manager.

ARTICLE V
EMERGENCY CLOSING DAYS

When an emergency closing day is declared employees may be required to report to work. However, each employee shall suffer no loss in pay if she/he is not required to report to work.

ARTICLE VI
HEALTH INSURANCE

A. The District will provide individual or dependent health insurance coverage under the Health Cooperative of Central New York, or a comparable plan with substantially equivalent benefits. In addition, the District shall provide eligible employees a shared cost dental insurance plan at not less than current benefit levels, and during open enrollment, the employee may elect to enroll in either the non-instructional or instructional dental plans. Full-time employees, as defined by Article II A, with active insurance coverage as of June 30, 2008 shall be eligible to continue their insurance coverage as long as they maintain that eligibility for coverage. After July 1, 2008, an employee must be regularly scheduled to work a minimum of six hours per school day to add insurance coverage. Employee/employer contribution shall be as follows:

1. Health Insurance

Employee Contribution

- | | |
|------------------------|----------------|
| a. Individual coverage | 10% of premium |
| b. Dependent coverage | 15% of premium |

2. Dental Insurance

The District shall contribute \$120 for each participating employee.

3. The District shall allow part-time employees to purchase group health and dental insurance provided to Cafeteria employees. There shall be no District contribution for part-time employees' coverage.

4. Co-Pay Prescription Drug Premium

Effective September 1, 2015, the Fayetteville-Manlius School District Cafeteria Workers Association the current prescription drug copay is a Three-Tiered copay of zero (\$0) for each generic drug , 10 dollars (\$10) for each brand-name drug, and twenty-five (\$25) for each Tier III drug. Mail order will be two (2) co-pays for a three (3) month/90 day supply those amounts (\$0 generic, \$20 for brand-name, \$50 Tier III).

B) An employee who retires from the District shall be entitled to maintain existing health and dental benefits. For individual coverage the retiree shall contribute on the same basis as an active employee. Dependent coverage may be maintained at full cost to the retiree.

ARTICLE VII
RETIREMENT PROGRAM

The New York State Twenty-five (25) Year Career Retirement Plan; Section 41(j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law shall remain in full force and effect during the term of this Agreement for all eligible employees. In addition, the New York State twenty (20) year new career retirement plan shall apply, effective July 1, 1992.

ARTICLE VIII
POSTING OF VACANCIES

If a vacancy in a bargaining unit job occurs or a new position is created, a representative of the District will notify the Association President of said vacancy or new position and if a written response to said notification is not made within three (3) days of the receipt of said notification, other sources will be contacted to fill said vacancy or new position.

A bargaining unit employee will be awarded said vacancy or said new position only if (s)he meets the District's qualifications for said vacancy or new position.

ARTICLE IX
SUCCESSFUL BIDDER

- A. If a Food Service Helper who is earning less than the minimum starting hourly rate for the Cook Manager position successfully bids for a Cook Manager position said employee will be paid the minimum starting hourly rate of the Cook Manager position.
- B. If a Food Service Helper who successfully bids for a Cook Manager position is earning more than the minimum starting hourly rate for the Cook Manager position said employee will be compensated at his/her present hourly rate.
- C. If a Food Service Helper who successfully bids for a Cook Manager position is making an hourly rate which is higher than the Cook Manager who is currently occupying said position said employee will be compensated at his/her present hourly rate and will suffer no reduction in wages.

ARTICLE X
SENIORITY

- A. Seniority - Seniority is defined as the length of service of an employee covered by this Agreement starting with the employee's most recent date of hire.

Article X (con't.)

- B. New Employees - Each new employee covered by this Agreement who is engaged by the District shall be deemed for the first (1st) twenty six (26) weeks to be engaged for a trial or probationary period during which period the employee shall be entitled to no seniority rating or right. If such newly hired employee has successfully completed the probationary period the employee shall be credited with seniority as of his/her date of hire. Summer break and periods of leave exceeding one week will not count towards the twenty-six (26) weeks of trial or probationary period.
- C. Classification - The term occupation is hereby defined as meaning those job titles or job classifications, which are listed and referred to in Appendix A attached hereto. Each employee will have occupational, as well as unit-wide seniority.
- D. Layoff/Reduction of Hours - In the event of a layoff an employee will exercise and exhaust occupational seniority before utilizing unit seniority. Employees who have exhausted their occupational seniority and wish to utilize their unit seniority and cross-occupational lines may do so only if in the discretion of the District or its designated representative, they are qualified in the new occupation. Employees who are laid off will be placed on a preferred eligible list (PEL) and entitled to the following in order of their seniority:
1. Recall to a vacancy having the same position title from which the employee is laid off.
 2. An employee who is laid off or reduced in hours shall exercise occupational seniority first. When an employee is laid off or reduced in hours from a position title to which there is a direct line of promotion (Cook Manager, Stock Attendant, Food Service Helper) shall displace the least senior incumbent of the lower level position provided the incumbent of the lesser position has less seniority and that the displaced employee meets the qualifications for the position. In the case of a reduction in hours the District shall be the sole judge if the employee is qualified to successfully perform the primary tasks of the position that they are bumping to. The Employee may be required to serve a probationary period in accordance with Civil Service regulations.
 3. The rate of pay for the Employee bumping to a lower position shall be calculated in line with the hourly rate for the lower occupational title for the years of continuous unit service.
 4. Such preferred eligible list shall expire two (2) years from the date of its establishment.
- E. Recall - In the event of recall the employee with the greatest occupational seniority will be recalled first.
1. Employees who decline to be recalled or accept appointment in accordance with paragraphs 1 to 2 above will lose their preferred eligible list rights and such declination will be deemed a resignation of employment effective the date of declination.
 2. Individuals placed on a PEL will provide the District with a current mailing address. The District will not be held responsible if the individual changes mailing address and fails to inform the District.

ARTICLE XI
PAID HOLIDAYS

A. Full-time employees shall be paid at their applicable hourly rate for the hours they would normally work for the following days:

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

B. Part-time employees shall be paid at their applicable hourly rate for the hours they would normally work for the following day:

New Year's Day
Memorial Day

ARTICLE XII
RULES AND REGULATIONS

The parties agree that reasonable Rules and Regulations made by the District, including the qualifications for employment, disciplinary measures and other pertinent matters relating to the cafeteria operations shall be observed and respected by all unit employees. A copy of these Rules and Regulations shall be made available to all unit employees.

ARTICLE XIII
DISCONTINUATION OF SCHOOL LUNCH PROGRAM

In the event that the operation of the school lunch program (Cafeteria) is discontinued or subcontracted to a third (3rd) party, the District hereby agrees to give the Association at least one year ~~sixty (60) days~~ notice of said discontinuation; and the Association hereby agrees that upon receipt of said notice it, or its membership, will have no recourse against the District or the Superintendent under the terms of this contract; and the Association further agrees that the District will be under no obligation to provide employment within the District for the members of said Association.

ARTICLE XIV
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XV
TAYLOR LAW CLAUSE

Section 204a of the Civil Service Law - Agreements between public employers and employee organizations.

- A. Any written Agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:
"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."
- B. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C. Within sixty (60) days after the effective date of this act a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section.

ARTICLE XVI
TERM OF AGREEMENT

This Agreement shall take effect 1 July, 2012, and continue in full force and effect through 30 June, 2015, with the extension agreed upon through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement hereby set their hands and seals this ____ day of _____, 2015.

FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT

WITNESS:

By: _____
Superintendent of Schools

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT
CAFETERIA WORKER ASSOCIATION

WITNESS:

By: _____
Association President

SCHEDULE A - WAGES

- A. All employees will be compensated at an hourly rate for hours worked during the school year.
- B. All new employees still actively employed twenty-six weeks from the date of hire shall receive a one-time stipend of \$75.00.
- C. During the term of this Agreement if the minimum wage is increased beyond the hourly rate of an employee, that employee shall receive five (.05) cents per hour above minimum wage.
- D. If a full-time employee has perfect attendance, an extra regular day's pay shall be paid. Personal days submitted 48 hours in advance, unless an emergency, and bereavement days shall not count against perfect attendance.
- E. The last day of work for all employees assigned to the high school cafeteria will be the first day of regents. Any hours worked by the high school cafeteria staff after that date will be paid on an hourly basis from timecards. A systematic procedure based on seniority will be utilized to assign extra work.
- F. There shall be one staff development day designated by the school lunch manager for all staff to work. For all employees, the School Lunch Manager may reduce the work schedule on no lunch days during the last five days of the school year that are paid from timecards.
- G. The annualized salary shall be computed on the number of scheduled work days and applicable holidays, less five (5) days and paid on a biweekly basis over the scheduled pays from the beginning of the school year through the last pay in June. The last five scheduled days of work shall be paid upon completion of the school year and upon submission of timecards.
- H. Cook Managers that have a half hour lunch period scheduled by the School Lunch Manager shall be paid for the half hour lunch period if they do not leave school grounds. When the work schedule includes a paid lunch period, the Cook Manager is required to take the half hour lunch.
- I. Wage Schedules:

Wage Schedule 2012-13

- 1. The following rates will be applicable:
 - a. All substitute Food Service Helper employees shall be paid eight dollars and ninety cents (\$8.90); ten cents (\$.10) below the probationary rate for the position.
 - b. All newly hired Food Service Helper employees shall be paid nine dollars (\$9.00) per hour.
 - c. After 26 weeks all newly hired Food Service Helper employees shall be paid nine dollars and seventeen cents (\$9.17) per hour.
 - d. All individuals substituting for a Cook Manager shall be paid the probationary rate of thirteen dollars and ninety cents (\$13.90) per hour, or his/her regular hourly rate, whichever is the higher of the two.

- e. All newly hired Cook Manager employees shall be paid thirteen dollars and ninety cents (\$13.90) per hour.
 - f. After 26 weeks all newly hired Cook Manager employees shall be paid fourteen dollars and twenty cents (\$14.20) per hour.
 - g. All individuals substituting for a Stock Attendant shall be paid the probationary rate eleven dollars and seventy cents (\$11.70), or his/her regular hourly rate, whichever is the higher of the two.
 - h. All newly hired Stock Attendant employees shall be paid eleven dollars and seventy cents (\$11.70) per hour.
 - i. After 26 weeks all newly hired Stock Attendant employees shall be paid eleven dollars and ninety-five cents (\$11.95) per hour.
 - j. The rate for the Food Service Helper assigned to directly assist the School Lunch Manager shall be ten dollars and forty cents (\$10.40) for an individual newly hired after July 1, 2012 and assigned to this position.
 - k. After 26 weeks, the rate for a Food Service Helper that has completed probation and is assigned to directly assist the School Lunch Manager shall be ten dollars and seventy-one cents (\$10.71) for an individual assigned to this position. If the individual is also regularly assigned as a food service helper, this rate or his/her regular hourly rate, whichever is the higher of the two, shall apply only to extra hours when assigned to directly assist the School Lunch Manager.
2. All permanent cafeteria workers hired prior to July 1, 2012 shall receive an increase of two percent (2%) from the 2011-12 rate.
 3. Catering rates shall be frozen at sixteen dollars and seventy-five cents (\$16.75) for the 2012-13 school year. The Assistant Superintendent for Business Services and School Lunch Manager shall determine from the annual June operational cost review any increase for 2013-14 and 2014-15. Said increase shall be no less than zero and no more than twenty-five cents (\$.25) in each of the two subsequent years.
 4. Sports rates shall be frozen at twelve dollars (\$12.00) for the 2012-13 school year. The Assistant Superintendent for Business Services and School Lunch Manager shall determine from the annual June operational cost review any increase for 2013-14 and 2014-15. Said change in rate shall be no less than zero and no more than twenty cents (\$.20) in each of the two subsequent years.

J. Longevity

<u>Completed Years</u> <u>as of September</u>	<u>Stipend</u>
5	\$.10 per hour
10	\$.10 per hour
15	\$.10 per hour
20	\$.10 per hour
25	\$.10 per hour
30	\$.10 per hour

Longevity increases are based on continuous years of service in the unit and are awarded on a cumulative basis. The stipend will be awarded commencing with the first fiscal year after completion of five year increments from date of hire. The ten cent longevity stipend shall be added to the employee's hourly rate of pay and become a part of the hourly rate from the date of the award.

Wage Schedule 2013-14

1. The following rates will be applicable:
 - a. All substitute Food Service Helper employees shall be paid nine dollars (\$9.00); ten cents (\$.10) below the probationary rate for the position.
 - b. All newly hired Food Service Helper employees shall be paid nine dollars and ten cents (\$9.10) per hour.
 - c. After 26 weeks all newly hired Food Service Helper employees shall be paid nine dollars and twenty-seven cents (\$9.27) per hour.
 - d. All individuals substituting for a Cook Manager shall be paid the probationary rate of fourteen dollars (\$14.00) per hour, or his/her regular hourly rate, whichever is the higher of the two.
 - e. All newly hired Cook Manager employees shall be paid fourteen dollars (\$14.00) per hour.
 - f. After 26 weeks all newly hired Cook Manager employees shall be paid fourteen dollars and thirty-five cents (\$14.35) per hour.
 - g. All individuals substituting for a Stock Attendant shall be paid the probationary rate eleven dollars and eighty cents (\$11.80), or his/her regular hourly rate, whichever is the higher of the two.
 - h. All newly hired Stock Attendant employees shall be paid eleven dollars and eighty cents (\$11.80) per hour.
 - i. After 26 weeks all newly hired Stock Attendant employees shall be paid twelve dollars and five cents (\$12.05) per hour.
 - j. The rate for the Food Service Helper assigned to directly assist the School Lunch Manager shall be ten dollars and fifty cents (\$10.50) for an individual newly hired after July 1, 2013 and assigned to this position.
 - k. After 26 weeks, the rate for a Food Service Helper that has completed probation and is assigned to directly assist the School Lunch Manager shall be ten dollars and eighty-one cents (\$10.81) for an individual assigned to this position. If the individual is also regularly assigned as a food service helper, this rate or his/her regular hourly rate, whichever is the higher of the two, shall apply only to extra hours when assigned to directly assist the School Lunch Manager.
2. All permanent cafeteria workers hired prior to July 1, 2013 shall receive an increase of two percent (2%) from the 2012-13 rate.
3. Catering rates shall be frozen at sixteen dollars and seventy-five cents (\$16.75) for the 2012-13 school year. The Assistant Superintendent for Business Services and School Lunch Manager shall determine from the annual June operational cost review any increase for 2013-14 and 2014-15. Said increase shall be no less than zero and no more than twenty-five cents (\$.25) in each of the two subsequent years.
4. Sports rates shall be frozen at sixteen dollars and seventy-five cents (\$12.00) for the 2012-13 school year. The Assistant Superintendent for Business Services and School Lunch Manager

shall determine from the annual June operational cost review any increase for 2013-14 and 2014-15. Said change in rate shall be no less than zero and no more than twenty cents (\$.20) in each of the two subsequent years.

Wage Schedule 2014-15

1. The following rates will be applicable:
 - a. All substitute Food Service Helper employees shall be paid nine dollars and ten cents (\$9.10); ten cents (\$.10) below the probationary rate for the position.
 - b. All newly hired Food Service Helper employees shall be paid nine dollars and twenty cents (\$9.20) per hour.
 - c. After 26 weeks all newly hired Food Service Helper employees shall be paid nine dollars and forty cents (\$9.40) per hour.
 - d. All individuals substituting for a Cook Manager shall be paid the probationary rate of fourteen dollars and fifteen cents (\$14.15) per hour, or his/her regular hourly rate, whichever is the higher of the two.
 - e. All newly hired Cook Manager employees shall be paid fourteen dollars and fifteen cents (\$14.15) per hour.
 - f. After 26 weeks all newly hired Cook Manager employees shall be paid fourteen dollars and fifty cents (\$14.50) per hour.
 - g. All individuals substituting for a Stock Attendant shall be paid the probationary rate eleven dollars and ninety cents (\$11.90), or his/her regular hourly rate, whichever is the higher of the two.
 - h. All newly hired Stock Attendant employees shall be paid eleven dollars and ninety cents (\$11.90) per hour.
 - i. After 26 weeks all newly hired Stock Attendant employees shall be paid twelve dollars and seventeen cents (\$12.17) per hour.
 - j. The rate for the Food Service Helper assigned to directly assist the School Lunch Manager shall be ten dollars and sixty cents (\$10.60) for an individual newly hired after July 1, 2014 and assigned to this position.
 - k. After 26 weeks, the rate for a Food Service Helper that has completed probation and is assigned to directly assist the School Lunch Manager shall be ten dollars and ninety-five cents (\$10.95) for an individual assigned to this position. If the individual is also regularly assigned as a food service helper, this rate or his/her regular hourly rate, whichever is the higher of the two, shall apply only to extra hours when assigned to directly assist the School Lunch Manager.
- . All permanent cafeteria workers hired prior to July 1, 2013 shall receive an increase of two percent (2%) from the 2012-13 rate.
2. All permanent cafeteria workers hired prior to July 1, 2015 shall receive an increase of two percent (2%) from the 2013-14 rate.
3. Catering rates shall be frozen at sixteen dollars and seventy-five cents (\$16.75) for the 2014-15 school year. The Assistant Superintendent for Business Services and School Lunch Manager shall determine from the annual June operational cost review any increase for 2013-14 and 2014-15. Said increase shall be no less than zero and no more than twenty-five cents (\$.25) in each of the two subsequent years.

4. Sports rates shall be frozen at sixteen dollars and seventy-five cents twelve dollars (\$12.00) for the 2014-15 school year. The Assistant Superintendent for Business Services and School Lunch Manager shall determine from the annual June operational cost review any increase for 2013-14 and 2014-15. Said change in rate shall be no less than zero and no more than twenty cents (\$.20) in each of the two subsequent years.

Wage Schedule 2015-16

1. The following rates will be applicable:
 - a. All substitute Food Service Helper employees shall be paid nine dollars and thirty-eight cents (\$9.38); ten cents (\$.10) below the probationary rate for the position.
 - b. All newly hired Food Service Helper employees shall be paid nine dollars and forty-eight cents (\$9.48) per hour.
 - c. After 26 weeks all newly hired Food Service Helper employees shall be paid nine dollars and fifty-three cents (\$9.53) per hour.
 - d. All individuals substituting for a Cook Manager shall be paid the probationary rate of fourteen dollars and fifty-seven cents (\$14.57) per hour, or his/her regular hourly rate, whichever is the higher of the two.
 - e. All newly hired Cook Manager employees shall be paid fourteen dollars and fifty-seven cents (\$14.57) per hour.
 - f. After 26 weeks all newly hired Cook Manager employees shall be paid fourteen dollars and eighty-five cents (\$14.85) per hour.
 - g. All individuals substituting for a Stock Attendant shall be paid the probationary rate twelve dollars and ten cents (\$12.10), or his/her regular hourly rate, whichever is the higher of the two.
 - h. All newly hired Stock Attendant employees shall be paid twelve dollars and ten cents (\$12.10) per hour.
 - i. After 26 weeks all newly hired Stock Attendant employees shall be paid twelve dollars and forty cents (\$12.40) per hour.
 - j. The rate for the Food Service Helper assigned to directly assist the School Lunch Manager shall be ten dollars and sixty cents (\$10.60) for an individual newly hired after July 1, 2015 and assigned to this position.
 - k. After 26 weeks, the rate for a Food Service Helper that has completed probation and is assigned to directly assist the School Lunch Manager shall be ten dollars and ninety-five cents (\$10.95) for an individual assigned to this position. If the individual is also regularly assigned as a food service helper, this rate or his/her regular hourly rate, whichever is the higher of the two, shall apply only to extra hours when assigned to directly assist the School Lunch Manager.
2. All permanent cafeteria workers hired prior to July 1, 2015 shall receive an increase of three percent (3%) from the 2014-15 rate.
3. Catering- Cafeteria Workers performing catering duties outside the normal work schedule, as assigned by the School Lunch Manager, shall be paid seventeen dollars (\$17.00) per hour for those duties.

4. Sports - Cafeteria Workers serving at sporting events outside the normal work schedule, as assigned by the School Lunch Manager, shall be paid twelve dollars and twenty-five cents (\$12.25) per hour for those duties.
5. Summer School – Cafeteria Workers performing duties for summer school, as assigned by the School Lunch Manager, shall be paid ten dollars and fifty cents (\$10.50) per hour for those duties.

J. Longevity

<u>Completed Years</u> <u>as of September</u>	<u>Stipend</u>
5	\$.10 per hour
10	\$.10 per hour
15	\$.10 per hour
20	\$.10 per hour
25	\$.10 per hour
30	\$.10 per hour

Longevity increases are based on continuous years of service in the unit and are awarded on a cumulative basis. The stipend will be awarded commencing with the first fiscal year after completion of five year increments from date of hire. The ten cent longevity stipend shall be added to the employee’s hourly rate of pay and become a part of the hourly rate from the date of the award.

APPENDIX A

OCCUPATIONS

Cook Manager

Stock Attendant

Food Service Helper

AGREEMENT

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT

AND

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT
CAFETERIA WORKERS ASSOCIATION

Term of Agreement, July 1, 2012 - June 30, 2016

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