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Contract Database Metadata Elements

Title: **Union-Endicott Central School District and Union-Endicott Cafeteria Workers Association (2004)**

Employer Name: **Union-Endicott Central School District**

Union: **Union-Endicott Cafeteria Workers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **6354**

Unit Size: **44**

Number of Pages: **26**

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Union-Endicott Central School District

CAF
6354

Agreement between the

Superintendent of Schools
Union-Endicott CSD and the

Cafeteria Workers Association

July 1, 2004 - June 30, 2007

RECEIVED

FEB 22 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

44

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UNION-ENDICOTT CENTRAL SCHOOL DISTRICT
Towns of Union and Owego and
Counties of Broome and Tioga
Endicott, New York

COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this 28th day of June 2004, by and between the **UNION-ENDICOTT CENTRAL SCHOOL DISTRICT** of the Towns of Union, Broome County, and Owego, Tioga County, New York and the **CAFETERIA ASSOCIATION** of the Union-Endicott Central School District.

WITNESSETH that the parties, in consideration of the mutual covenants and conditions herein contained hereby agree as follows:

1. LEGAL PROVISIONS

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2. CONFORMITY TO LAW

The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions.

If any provision of this contract is found to be contrary to law by any Court of competent jurisdiction from whose Decree or Judgment no Appeal has been taken within the time provided for by law, such provision of the contract shall be deemed to be modified to conform to said decision. All other provisions of this contract shall, nevertheless, remain in full force and effect.

3. PURPOSE

It is agreed by and between the parties that the purpose of this agreement is to set terms and conditions of employment for food service workers with the following Civil Service titles:

- Cook Manager
- Cook
- Assistant Cook
- Food Service Helper

The conditions described will apply to full time and part time members whether they work a full year or fractional year.

Application of benefits and other elements to part time members will be applied on a proportionate basis depending upon the established day for the employee.

The only exception(s) of this "proportionate application" will be in benefits, which are controlled by outside sources where the definition of a "day" will not apply.

EXAMPLE: *Health insurance qualifications depend upon hours worked a week and/or minimum salary earned.*

This agreement will apply to all new titles which might be approved which could fall under the general category of food service personnel.

4. GENERAL PROVISIONS

The agreement shall constitute the full and complete agreement between the Board of Education and the Cafeteria Personnel, and shall not be altered, changed, added to, deleted from, modified or amended except by written agreement signed by both of the parties hereto.

5. SICK DAYS

- A. Sick leave shall be credited at the rate of one (1) day for each month in which the employee works more than 50% of the maximum possible number of workdays in the month.
- B. Annual sick leave entitlement will be credited to each employee at the beginning of the school year with such leave being added to any sick leave accumulation the employee had at the end of the previous school year. The building principal or supervisor shall notify each employee of his/her sick leave accumulation by October 1 of each year.
- C. Any unused sick leave days shall be carried forward, but the total of accumulated leave shall have no limit.
- D. Employees who begin employment during the school year shall be credited with a pro-ration of annual sick leave based upon time remaining between the first day of employment and the end of the school year. Such days shall be determined at the initial date of employment and credited to the employee at the end of the first month of work.
- E. If an employee leaves the school district mid-year, the difference between the amount of sick leave credited and the amount of sick leave earned will be calculated. In the event of over usage of sick leave, the appropriate amount will be deducted from the employee's final paycheck to compensate for the over usage.
- F. Any bargaining unit member who is absent for five (5) consecutive workdays for reasons of personal medical/disability or earlier for those whose accumulated sick leave or Sick Bank credit is exhausted, must submit to the Personnel Office a request for a leave of absence prior to the end of the fifth day of absence or by the end of the day on which sick leave credits are exhausted. The leave of absence request will be filed on a leave form provided by the Personnel Office and must be accompanied by a letter from the bargaining unit member's physician stating the following:
 - The date on which the employee's medical/disability condition began.

- The anticipated length of the medical disability.

An employee who does not submit a leave request no later than the end of the fifth consecutive day of absence, or earlier if sick leave credits are exhausted prior to the fifth day of absence, shall be considered absent without authorization and contractual leave provisions will not be available unless medical circumstances prevent the employee from providing notice within the specified number of days. In order to qualify for an extension of the notification requirements of this article, the employee will have to provide a letter from a medical doctor indicating that the employee was physically incapable of compliance with the notification requirements of this article. In no case, however, will an exception of the requirement to apply for a leave of absence, as required by this article, extend beyond the fifteenth day of absence.

- G. Bargaining unit members may use five (5) sick days for the purpose of illness in the immediate family. Definition of "immediate family": spouse, children, parents, or parents-in-law, brother, sister, grandchild, or any other non-relative living with and dependent upon the employee.

6. SICK LEAVE BANK

A. Employee Contributions

1. If the number of days remaining in the sick leave bank falls below 50, employees will have to replenish the bank by contributing another day from accumulated sick leave time.
2. New employees will contribute one day to the bank at the beginning of their second year of employment.

B. Eligibility

1. Employees will become eligible to apply for sick days from the sick leave bank beginning with their second year of employment. At that time, eligibility to apply to the sick leave bank will be as follows:

Year 2-6	-	Maximum = 10 days per year of service
Over 6 years	-	60 days maximum

C. Committee

1. Four members to include:
 - a) Member from the Cafeteria Workers Association (chosen by the president of association).
 - b) Member from another employee unit using the following rotation:
 - School Aide Association
 - Mechanics
 - Bus Drivers

- c) Food Service Director
- d) Superintendent's designee.

1. Voting

- a) Simple majority vote for first application from the bank.
- b) Unanimous vote for second application to the bank for the same illness. Similar diagnosis within a 6-month period of time shall be considered the same illness, and will require unanimous approval.

D. Guidelines

- 1. Written request.
- 2. Physician's written statement required, stating nature of the illness and the expected date of return.
- 3. Exhaustion of employee's own accumulated sick time.
- 4. Applicant must have worked for the district for at least one year to be eligible to receive sick bank consideration.
- 5. Decision to be based on:

Nature of the current illness.

Length of employment with the U-E District.

Prior attendance history.

Any other criteria as determined by members of the sick bank committee.

E. The Provisions Of This Article

The provisions of this article apply only to current illnesses of the employee. Similar diagnosis within a 6-month period of time shall be considered the same illness.

F. Request for days from the sick bank may be denied if:

- 1. An employee has used 50% or more of his/her sick leave during each year of employment, unless a physician's statement explains the reason for the absences.
- 2. An employee demonstrates a regular pattern of absences (e.g. frequently absent on Mondays or Fridays or uses sick days in a regular weekly or monthly pattern), unless such absences are explained by a physician's statement.

G. Permanently disabled persons are not eligible.

H. Workers Compensation

1. Employees receiving disability or Workers Compensation payments are eligible to receive only the difference between the disability payment and the employee's regular salary.
2. Workers Compensation settlements (for lost time only) are to be first used to restore days to the sick bank. Any remaining days from the Compensation settlement are to be used to restore sick days to the individual employee.

I. Decisions made by the sick bank committee shall not be subject to grievance.

J. Changes to the Sick Leave Bank

1. Before any changes can be made to the sick leave bank, all employee groups that are party to the bank must agree to make the changes.

7. ENTRY LEVEL

Entry Level

2004-05 – Increase 3.5%

2005-06 – Increase 3.5%

2006-07 – Increase 3.5%

Credit for up to five years' similar work experience may be given. The determination of work experience credit is not mandatory but negotiable between the Assistant Superintendent for Administrative Services and the candidate for employment.

8. PERSONAL BUSINESS DAYS

A. Personal Days

1. All bargaining unit members will receive 3 personal days for which no reason is required.

2. A maximum of two (2) staff members from the Cafeteria Workers Association may use a personal day on any single workday. The Food Service Director shall have the discretion to exceed this limit.
3. A bargaining unit member's personal leave accumulation may not exceed five (5) days at the beginning of or during a school year.
4. One unused personal day above the five (5) accumulated personal days will be added to the bargaining unit member's sick leave.
5. Personal days shall not be used for the following reasons: the first day of hunting/fishing season; Superintendent's Conference Days; Parent/Teacher Conference Days; the first/last day of school; before/after a vacation or holiday; social or recreational purposes; other employment or business venture; or other business that could have been conducted during non-work hours. Non-conforming leave days or the use of sick leave under this article can be requested and may be granted at the discretion of the Superintendent of Schools or his designee.

B. BEREAVEMENT DAYS

Bargaining unit members will have up to five (5) days bereavement leave for the death of a spouse or child. Up to three (3) bereavement days will be available for the death of: father or mother, father-in-law or mother-in-law, anyone who served in the parental capacity, grandmother or grandfather, brother or sister, brother-in-law or sister-in-law, step parents or step children.

C. JURY DUTY

Bargaining unit members summoned for jury duty shall continue to receive their regular salary for the duration of the duty and will not be charged personal time for these absences.

D. SHORT-TERM LEAVE

Members of the bargaining unit may use up to five (5) days unpaid short-term leave. The following conditions apply to short-term leave:

- Short-term leave is available to one (1) employee during any single month on the work calendar.
- Approval of short-term leave shall be subject to the Food Service Director being able to find a qualified substitute to replace the employee who will be absent. Determination of "qualified substitute" shall be at the discretion of the Food Service Director.
- Each bargaining unit member will be limited to one short-term leave per year.

9. DAMAGE TO PERSONAL PROPERTY

The school district will reimburse association members for loss or damage to personal property if said damage occurs in the performance of established duties.

Reimbursement will be subject, in all cases, to a \$25.00 deductible factor and will never apply to items covered by personal insurance of any type held by association members.

Examples of personal insurance:
home owners policy

automobile insurance. Damage to automobiles and other objects not considered "part of the person" is excluded.

10. HOLIDAYS

It is agreed by and between the parties that there will be nine (9) paid holidays in the work year.

Paid holidays will be: Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.

11. STARTING TIME

The starting time for each location will be determined by the daily schedule in each location. Each starting time will be posted prior to the beginning of school in September and will remain the same for that school year unless the school building schedule is changed.

12. NO STRIKE CLAUSE

It is agreed by the association that it does not assert the right to strike against the school district, to assist or participate in such strike or to impose an obligation to conduct, assist or participate in such a strike.

13. RETIREMENT

A. The New York State Employees' Retirement System Plan 75-i will for each year of this agreement be made available to members of the bargaining unit. Determination of mandatory and non-mandatory membership in the Retirement System will be determined by Retirement System rules.

B. Retirement Benefit

1. Qualifications for Retirement Benefit

- a) Age 55 or older and otherwise eligible for a regular retirement from the New York State Employees Retirement System.
- b) Minimum 15 years of full-time, 20 years part-time, continuous service to the Union-Endicott Central School District. Employees who have served the District in both full-time and part-time capacities may have part-time continuous service credited toward the 15-year full-time eligibility criterion at the rate of two half-time years of service (i.e. 19 hour/week positions) for one full year of service.
 - 1) Continuous years of service shall constitute all years of service for which the employee has encumbered a position within the job title. Only time on paid status shall be counted for the purpose of determining eligibility for this benefit.

- c) Letter of resignation (for retirement) submitted at least four (4) months prior to last day of employment.
- d) Sick days will be computed as earned, e.g. when part-time, a person earns one-half of a full-time employee's day.

1. Benefit

- a) Health insurance is to be determined by percentage of unused sick time accumulated on the last day of employment prior to retirement and the qualifications listed in section B.1 of this article.

<i>% of Unused Sick Days</i>	<i><30%¹</i>	<i>30% - 49.99%</i>	<i>50% - 59.99%</i>	<i>60%</i>
<i>Individual Policy</i>	50%	75%	80 or 75% and \$2500/\$1250*	85% or 75% and \$2500/\$1250
<i>Family Policy</i>	35%	60%	65% or 60% and \$2500/\$1250*	70% or 60% and \$2500/\$1250

Computation of Sick Days

$$\% = \frac{\# \text{ Of Unused Days at Retirement}^2 \times 100}{\text{Maximum Possible } \# \text{ of Sick Days}}$$

EXAMPLE:

$$\frac{100 \text{ Unused Sick Days}}{\text{Maximum Possible (200)}} = .5 \times 100 = 50\%$$

Eligible for:

80% *individual coverage or*

75% *individual coverage and \$2500/\$1250*

65% *family coverage or*

60% *family coverage and \$2500/\$1250*

- b) Benefit is available to a qualified employee retiring from service with the Union-Endicott Central School District and surviving spouse. Retiree (or surviving spouse) shall be

* Part-time employee

¹ This column applies only to bargaining unit members hired July 1, 1997 or thereafter. The minimum benefit for bargaining unit members hired prior to July 1, 1997 is 75% individual or 60% family.

² Maximum possible number of sick days and number of unused sick days at retirement will be calculated based on available records.

responsible for portion of insurance premium not paid by the District. Failure of retiree or surviving spouse to pay the required portion of the insurance premium will result in cancellation of the policy.

- c) Retirees who elect insurance coverage will participate in the plan offered to members of the bargaining unit.
- d) Bargaining unit members not enrolled in the district's health insurance plan or those who choose to not participate in the health insurance plan after retirement shall have the option of receiving the following benefit for unused sick leave days:

% Unused Sick Days	50% - 59.99%	60% +
Amount/Unused Sick Day	\$15	\$20
Maximum Payment	\$2,500 Full-Time \$1,250 Part-Time	\$5,000 Full-Time \$2,500 Part-Time

- C. For all bargaining unit members with over 200 accumulated sick days at retirement, up to five (5) days over 200 will become part of the Sick Leave Bank.
- D. A bargaining unit member who is age 55 or older, has a minimum of five (5) years of service to the school district, but less than fifteen (15) years of service to the school district, and is eligible for a regular service retirement, according to the rules of the New York State Employees' Retirement System, between July 1, 2004 and June 30, 2005, is entitled to the following retirement benefit:
 - 50% individual plan health insurance
 - 35% family plan health insurance

This benefit will fully expire on June 30, 2005. The applicability of section 209-a(1)(e) of the Civil Service Law is waived with respect to this article.

14. PAY DISTRIBUTION

- A. Cafeteria workers will be paid in accordance with the Payroll Timesheet Schedule established each year by the School District. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per day and then multiplying the result by the number of scheduled work days (including paid holidays). The annual salary will be divided so that an equal amount of the annual salary will be paid in each paycheck.
 - 1. Any change in the hourly rate, the regularly scheduled number of work hours per day or the regularly scheduled number of workdays per year will result in a re-calculation and adjustment of the annual salary.

- E. The number of pay periods on which employees will receive paychecks will be twenty-three (23) per year. If the District determines that twenty-three pay periods is not sufficient to prevent overpayment of wages, the Association agrees to renegotiate this matter.

15. DISABILITY LEAVE

Any member who anticipates undergoing a state of disability such as, but not limited to, hospitalization or medical treatment may apply for a leave of absence based upon the anticipated disability according to the provisions of this article. In all such instances an approved leave of absence must be granted before the leave is begun and said days will be chargeable to sick leave of the individual.

16. REQUEST FOR LEAVE BASED UPON PHYSICAL/MEDICAL DISABILITY

A. Any member who desires to continue working during the period of time when the disability has been identified, up to the day the disability prevents the performance of required duties, shall be allowed to work provided the member produces a physician's statement asserting that said person is physically/medically capable of performing all duties required, up to and including the date when work is to cease.

B. In the event that situations develop which contradict the original physician's statement then the school physician shall be asked for an evaluation.

In no case shall the district be obligated to permit a member anticipating a state of disability to continue in the performance of duties where the established performance has declined substantially or is declining at a rapid rate.

Said decision shall be at the discretion of the member's physician.

The member requesting a disability leave shall indicate in writing the anticipated date when the leave is to commence and the anticipated date when the leave is to end following recovery from the disability.

The member who has been on disability leave and who desires to return to duty following recovery for the disability must produce a physician's statement stating that the member is capable of resuming duties expected in the district.

In ordinary circumstances, as determined by their physician, a member who has undergone hospitalization or home confinement shall be expected to resume duties on a full time status within fifteen (15) days of the date of release from hospitalization or home confinement.

Extension of leaves for disability reasons may be granted. The member must make application and the disability must be verified by a physician.

Said extension request will list the date the member is to return to work.

Before returning to work, a physician's statement authorizing a return to full time duty will be required.

The provisions of this agreement shall not impose an obligation to grant or extend a leave beyond the school year (July 1 - June 30) in which the leave was taken.

C. All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA)

17. CHILD CARE LEAVE

Any member, regardless of sex, shall have the right to apply for a leave without pay for childcare purposes.

In cases where both husband and wife are workers in this school district only one of the pair shall be entitled to leave.

The application for childcare leave must be made no later than the end of the period of medical disability following the birth of a child, or when the child becomes a member of the family unit in the case of adoption of a child.

Childcare leave may be granted for a period of time up to one year from the end of the period of medical disability following the birth of a child. An additional year may be granted at the discretion of the District.

A member who has been granted a childcare leave upon returning to duty may be assigned to any position in the school district within the civil service title held.

All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA).

18. NEGOTIATIONS OF MATTERS NOT SPECIFIED

It is agreed by and between the parties that subjects not displayed in this agreement and subjects not discussed during negotiations leading to this agreement, which are considered by both parties to be terms and conditions of employment, may by mutual consent, be opened for negotiations during any year of this agreement.

19. PAYROLL DEDUCTIONS

A. Dues Deduction

The Superintendent agrees to provide payroll deductions for association dues according to mutually agreed upon procedures.

B. Direct Paycheck Deposit

The District will offer direct deposit of the bargaining unit member's paycheck to the local banks and credit union listed below subject to the following:

1. The direct deposit service is offered at no cost to the District.
2. The entire net pay amount is deposited.
3. The District has no liability for losses which may be incurred by the employee using the direct deposit benefit.

Direct deposit is available to the following banks:

- Binghamton Savings Bank
- Charter 1 Bank (ALBANK)

- Chase Bank
- M & T Bank & Trust Company
- BCT Federal Credit Union
- Marine Midland Bank (HSBC)
- Visions Federal Credit

A. NYSUT Benefit Trust

The District shall provide payroll deduction to the NYSUT Benefit Trust Program in accordance with the procedures agreed upon in a memorandum of understanding.

NOTE: Memorandum of understanding shall include the procedures established for members of the ETA participating in the NYSUT Benefit Trust

20. NOTICES

The personnel office will send copies of cafeteria position vacancy notices to the president of the association.

Each new president must contact the personnel office upon taking office. The Personnel Office will send a sufficient number of position vacancy notices to the Association president so that (s)he can distribute the notices to each work site in the district. The Association president will notify the Director of Personnel prior to August 31 of each year about the number of copies needed.

21. EMERGENCY SCHOOL CLOSINGS

It is agreed by and between the parties that when emergency situations occur which close school locations during the established work year, then members covered by this agreement will receive the time off with pay, if it is a regularly scheduled workday.

EXAMPLE: inclement weather
power failure
water shut off

The Superintendent of Schools shall have the right to reschedule up to one (1) work day when school is closed for emergency reasons. This day will be rescheduled only when emergency school closings necessitate additional instructional days to meet state regulations for minimum instruction days (currently 180). There will be no additional pay for this rescheduled workday.

Bargaining unit members will receive additional pay if workdays are rescheduled for reasons other than meeting state requirements for student instruction days.

22. EXTENDED SICK TIME

In cases of lost sick time by long-term employees, the option to request extended sick time may be made to the Superintendent of Schools or designee.

23. HEALTH INSURANCE

A. Health Insurance

1. The District shall provide for members of the bargaining unit on paid status, and in accordance with the eligibility criteria listed in 24 (C), the option to enroll in one of the insurance plans listed below. The District will contribute toward monthly premium payments at the rate of 95% for an employee choosing the individual health insurance plan and 90% for an employee choosing the family health insurance plan. The employee shall be responsible for the remainder of the health insurance premium payment.

Effective August 1, 2004, the District will make available to bargaining unit members the following health insurance plans:

- a. Blue Cross/Blue Shield PPO Plan H (\$5/\$15/\$30 prescriptions), or;
 - b. Blue Cross/Blue Shield Traditional Indemnity Plan with Major Medical (prescriptions under Major Medical); Major Medical deductible \$75 per individual and \$225 per family.
2. Members of the bargaining unit on unpaid status, other than FMLA leave, shall be responsible for 100% of the health insurance premium payment, if eligible to continue enrollment in the insurance program. Failure to pay the premiums by the deadlines established by the District shall result in cancellation of the health insurance policy.

B. Dental Insurance

1. The District shall provide for members of the bargaining unit on paid status, and in accordance with the eligibility criteria listed in 24 (C), the option to enroll in the Union-Endicott Dental Assistance Program. The District shall pay 100% of the premium cost for eligible members of the bargaining unit choosing either individual plan coverage or family plan coverage.
2. Members of the bargaining unit on unpaid status, other than FMLA leave, shall be responsible for 100% of the dental insurance premium payment, if eligible to continue enrollment in the insurance program. Failure to pay the premiums by the deadlines established by the District shall result in cancellation of the dental insurance policy.
3. Members of the bargaining unit who retire during the term of this agreement will have the option to continue participation in the group dental plan. The retiree employee must pay 100% of the premium cost, in accordance with a payment schedule to be established by the District, in order to continue participation in the group dental insurance program. To be eligible for this benefit, the bargaining unit member must notify the District in writing prior to the effective date of the employee's retirement.

C. Eligibility for Health and/or Dental Benefits

1. Members represented by the Cafeteria Workers Association who work a regular work schedule of at least twenty (20) hours per week shall be entitled to the health insurance and dental insurance benefits provided by this article. Members represented by the Association who were hired prior to October 23, 1992, will be eligible for health and/or dental insurance benefits according to the qualifications (i.e. 20 hours of scheduled work per week or \$4,000 salary per year based on projected earnings for a single school year) in effect at the time of their hire.

- a) Part-time employees (i.e. those scheduled to work fewer than twenty (20) hours per week) are not eligible to receive health and/or dental insurance benefits.
- a) Temporary assignments will not make an employee eligible for health and/or dental benefits.

24. SALARY AND FRINGE BENEFITS

- A. Continuing employees represented by the Union-Endicott Cafeteria Workers Association will receive the salary increase agreed upon by the Association and the District. "Continuing employee" shall be defined as one who is on paid status for more than 50% of the maximum possible work days in the year, as defined by the District work calendar for employees working in titles represented by this bargaining unit.
- B. Salary increases for employees on paid status fewer than 50% of the maximum possible work days in the year, as defined by the District work calendar for employees working in titles represented by this bargaining unit, shall be proportionate to the percentage of days for which he/she is paid.

*For EXAMPLE: An employee on paid status for 74 out of a maximum possible 186 work days will receive a salary increase that is 40% of the salary increase provided to "continuing employees."
Percentages will be rounded to the nearest whole percent.*

In no case will an employee be paid less than the current year entry level for his/her title as set by article 7 of the contract.

- C. Increase all continuing bargaining unit members as follows:

2004-05 – 3.7%

2005-06 – 3.9%

2006-07 – 3.9%

The District will provide the CWA with an additional .5% on the 2003-2004 salary schedule (\$1606), to be distributed throughout the term of this agreement, as agreed upon by the parties, to adjust inequities in bargaining unit salaries.

Review classifications annually, with a minimum of 3 titles (a maximum of 12 titles in a 3 year period) being reclassified to Assistant Cook, upon Civil Service approval.

25. EMPLOYEE EARNINGS REPORTS

Upon written request the District will provide the Association with the Employee Earnings Report published in January and June. It will not be considered a violation of this article if this report is not available due to reasons beyond the control of the District. Nothing contained herein shall require the creation of a document which does not currently exist.

26. TEMPORARY ASSIGNMENT

An employee assigned to a temporary position (i.e. from FSH to Cook or Cook to Cook/Manager) for a period of greater than five (5) consecutive work days shall be entitled to a temporary hourly rate adjustment of \$.75 per hour for each day worked in excess of five consecutive days.

27. NOTICE OF INTENT TO RESIGN

A. Cafeteria Workers must give a minimum of 30 days written notice of intent to resign from a position represented by the Cafeteria Workers Association.

1. Written notice shall be sent to the Director of Personnel.

The day after such notice is received by the Personnel Office shall be considered the first day of the 30-day notice period.

B. The Association further agrees that if an employee represented by the Association gives less than 30 days notice of resignation, the employee will have a responsibility to re-pay the District for any loss resulting from overpayment of salary or benefits to the employee.

28. PERSONNEL FILES

A. Bargaining unit members shall have the right to review the contents of their personnel files with the exception of letters of reference, pre-employment recommendations, and other confidential information. Requests to examine the contents of the employee's personnel file shall be honored during regular business hours for the Personnel Office and upon a minimum 48 hours notice. The Director of Personnel shall have the right to reschedule any personnel file review where such review interferes with the operation of the Personnel Office. The employee may not review his/her personnel file during his/her scheduled work hours.

B. The employee will sign a statement indicating that he/she has reviewed the contents of his/her personnel file and the date of the review.

C. Photocopies of material contained in the personnel file (with the exception of restricted material identified in part A of this article) may be requested. Such copies will be provided at a cost of \$.25 per page copies. Request for copies of personnel file material is limited to a maximum of 10 pages in a single request and must be made in writing. The Personnel Office shall have five (5) working days to fill a request.

29. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this agreement, management has the sole and exclusive right to exercise all the rights and functions of management including, but not limited to, the right to determine the mission, purposes, objectives and policies of the district; to determine facilities, methods, means and number of personnel required for conduct of District programs; to administer the selection, recruitment, hiring, appraisal (evaluation), training retention, promotion, assignment or transfer of employees; to direct, deploy, schedule and utilize the work force; to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law.

30. REPRESENTATION RIGHTS

Employees represented by the bargaining unit shall have the right to Association representation at employee conferences, interviews, or interrogations, which may lead to disciplinary action. The bargaining unit member's right to representation, as defined by this article, shall in no way impede the District's right to take prompt disciplinary action. Failure of the District to notify the employee of the disciplinary nature of the interview or conference shall not invalidate any disciplinary action taken by the employer. It shall not be the obligation of the District to notify the employee of his or her rights under this section.

31. WORKERS COMPENSATION

In accordance with New York State Workers Compensation law, the District shall file a C-2 report with Workers Compensation for an accident/injury reported by the bargaining unit member, who shall have the option of using accumulated sick leave to provide a full daily wage if the Workers Compensation daily rate is less. Upon return to work, any sick leave days which were used and for which the District received Workers Compensation monetary reimbursement for lost work time shall be restored to accumulated leave credits as described in "A" below. Reimbursement to the Sick Leave Bank, if used, shall be pursuant to the regulations in Article 6 (Sick Leave Bank), section "H".

- A. Upon receipt of a Workers Compensation payment for the employee's lost work time, the District will reimburse the employee's accumulated sick leave account a pro-rated number of sick days. The pro-rated number of sick days will be calculated by dividing the employee's daily rate into the amount of the Workers Compensation lost work time payment and rounding to the nearest whole number.

32. DURATION OF AGREEMENT

Agreement will be effective July 1, 2004 and continue in effect through June 30, 2007.

33. ASSOCIATION RIGHTS

The District maintains that union business should be conducted outside normal work hours. Any matters which affect the Association or its members which can be scheduled after work hours will be scheduled after work hours. An employee may use personal leave days (provided under Article 8(A) (4), Personal Business Days - Attendance at legal proceedings in or out of court, subject to advance approval by the Superintendent of Schools (or designee) a minimum of three (3) work days, in advance, for any court appearance or administrative hearing, where the employee is legally required to attend, that cannot be scheduled outside the work day, up to a maximum of two work days per year. Proof of the employee's involvement must be provided. Time off allowed shall be only that which is needed for the employee to attend the hearing, or portion of the hearing in which the employee is directly involved, and to return to his/her job in a reasonable time thereafter.

34. FLEXIBLE SPENDING

Members of the bargaining unit will have the opportunity to participate in the district's flexible spending program (IRS 125 Plan). Employees will have the opportunity to set aside up to \$2500 per year for unreimbursed medical expenses and up to \$5000 per year for dependent care. Employees participating in the flexible-spending program will be responsible for paying the monthly administrative fee (via bi-weekly payroll deduction). The District reserves the right to choose the plan administrator for the flexible-spending program.

It is understood that, as part of the flexible spending program, all bargaining unit members who have district provided health insurance will have the deductions for the employee share of the health insurance payment deducted on a premium credit basis (i.e. deductions are made on a pre-tax basis).

35. EVALUATION

Any evaluation shall be written and a copy of the evaluation shall be given to the employee for his or her signature prior to its placement in the personnel file. Such signature does not necessarily indicate agreement with its contents.

The employee shall have the right to respond in writing to the evaluation within ten (10) days of receipt, and that response shall be attached to the evaluation in the personnel file.

The bargaining unit member shall receive a copy of the written evaluation.

A copy of the evaluation form shall be made available to bargaining unit members at the beginning of each school year, unless the form is unchanged from the previous year. The same evaluation form is to be used for each member of the bargaining unit who is being evaluated.

36. AGENCY SHOP FEE

The Union-Endicott Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Cafeteria Workers' Association (CWA) an agency fee in the amount equivalent to the unified dues levied by CWA and shall promptly transmit the sum so deducted to CWA, in accordance with Chapters 677 and 678 of the Laws of the State of New York, as amended. CWA affirms that it has adopted such procedure for refund of agency shop fee deduction as statutorily required. This provision for agency shop fee deduction shall continue in effect so long as CWA maintains such a procedure.

Deduction of this agency fee shall be made consistent with the dues deduction article of this Agreement (Article 20 (A)) or in such other manner as the parties may agree in writing.

CWA will provide the District with legal counsel for any litigation which arises as a result of the agency fee language contained in this Agreement.

37. GRIEVANCE

The purpose of this procedure is to provide an acceptable method for settlement of employee grievances over the interpretation of this agreement.

A. Section I – Definitions

1. A "grievance" is an alleged violation of the expressed written works in this agreement.
2. The "association" is the cafeteria association.
3. A "member" is any person or group of persons in the negotiating unit covered by this agreement.
4. An "aggrieved party" is any member or more than one bargaining unit member in a class action grievance (A class action grievance involves a single set of facts, but involves multiple aggrieved parties) who believes she/he/they has been injured by the violation of this agreement.

5. The "principal" is a person holding the title or appointment in each school building or his designee or the immediate supervisor.
6. The "superintendent" is the chief executive officer of the district or his designee.
7. A "day" is one school day when pupils were in attendance. No grievance will be entertained unless the grievance has been presented at the first level within forty (40) school days after the member knew of the act upon which the grievance is based.

B. Section II - Grievance Procedure

Grievant must be present at all stages of the grievance, except for class action grievances; representation may be in attendance with the grievant. A class action grievance must be signed by all aggrieved parties but can be processed by the Association as one grievance. The failure of an aggrieved party to sign a class action grievance will disqualify him/her from any award or remedy. In a class action grievance, the District shall have the right to question in the presence of Association representative any of the aggrieved parties.

1. Level I

The aggrieved party shall discuss his/her grievance informally with the principal or immediate supervisor. If the informal discussion does not result in a satisfactory resolution, the aggrieved party may, within five (5) days of the informal conference, submit the grievance to the principal on the approved grievance form (See Appendix A).

The principal shall, within five (5) days of receipt of the formal grievance, render his decision in writing to the grievant.

2. Level II

Should the grievant be dissatisfied with the decision at Level I, he/she may within ten (10) days submit the grievance, the decision rendered at Level I and any supporting documents to the Superintendent for his consideration.

The Superintendent may conduct a formal hearing. Within ten (10) days of the receipt of the grievance the Superintendent shall render his determination and ruling in writing to the aggrieved party.

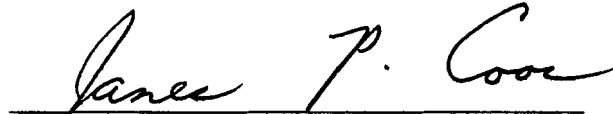
3. Level III

Should the aggrieved party be dissatisfied with the decision rendered at Level II the aggrieved party, may within ten (10) days, request a hearing with the board of education.

The board of education may conduct a hearing. Within ten (10) days after the hearing the board of education shall render its decision in writing to the aggrieved party.

38. EMPLOYEE ASSISTANCE PROGRAM

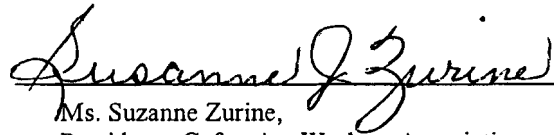
The parties shall implement an Employee Assistance Program (EAP). The District shall fund said EAP.



Dr. James P. Coon,
Superintendent of Schools

9/13/2004

DATE:

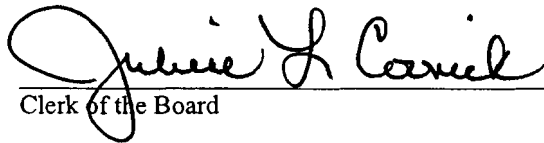


Ms. Suzanne Zurine,
President - Cafeteria Workers Association

9/13/2004

DATE

Appropriate resolution under Section 204-A of the Taylor Law was passed by the Board of Education on June 28, 2004. Resolution number 04-6-G60.



Clerk of the Board

9-14-04

Date

APPENDIX - A

Cafeteria Workers Association Grievance Form

CLASSIFIED STAFF – GRIEVANCE FORM

Aggrieved Party _____

Date of Alleged Violation _____

Nature of Alleged Violation _____

Contract Provision(s) Allegedly Violated _____

Requested Remedy _____

Date Submitted to Level II _____

Aggrieved's Signature

Date

10/97

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