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Batavia City School District And
Batavia Nutritional Services Assn

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NEGOTIATIONS AGREEMENT
BETWEEN
THE BATAVIA BOARD OF EDUCATION
AND
THE BATAVIA NUTRITIONAL SERVICES ASSOCIATION
2000 - 2001

RECEIVED

OCT 26 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1

PREAMBLE

This Agreement is effective July 1, 2000 - June 30, 2001. The Batavia City Schools and the Batavia Nutritional Services Association have met for the purposes of negotiating pursuant to Article 14 of Civil Service Law and have voluntarily reached agreement.

ARTICLE 2

RECOGNITION

The Batavia Board of Education recognizes the Batavia Nutritional Services Association as the exclusive bargaining representative for full-time and part-time employees including: Cook Manager, Cook and Baker, Senior Food Service Helper, Food Service Helper; excluding but not limited to all per diem substitutes, managerial and confidential employees.

ARTICLE 3

LEGISLATIVE ACTION

Whereas, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law and the provisions of the Agreement.

ARTICLE 5

SALARY

Salary for each unit member is determined as follows:

Commencing with the 2000-2001 fiscal year, all employees will hold on their 99/00 step. All steps will then be increased by \$0.38 each for the 2000/01 fiscal year.

For those employees who held on step during 1999/00 the \$0.38 increase for 2000/01 will be added to their 1999/00 base.

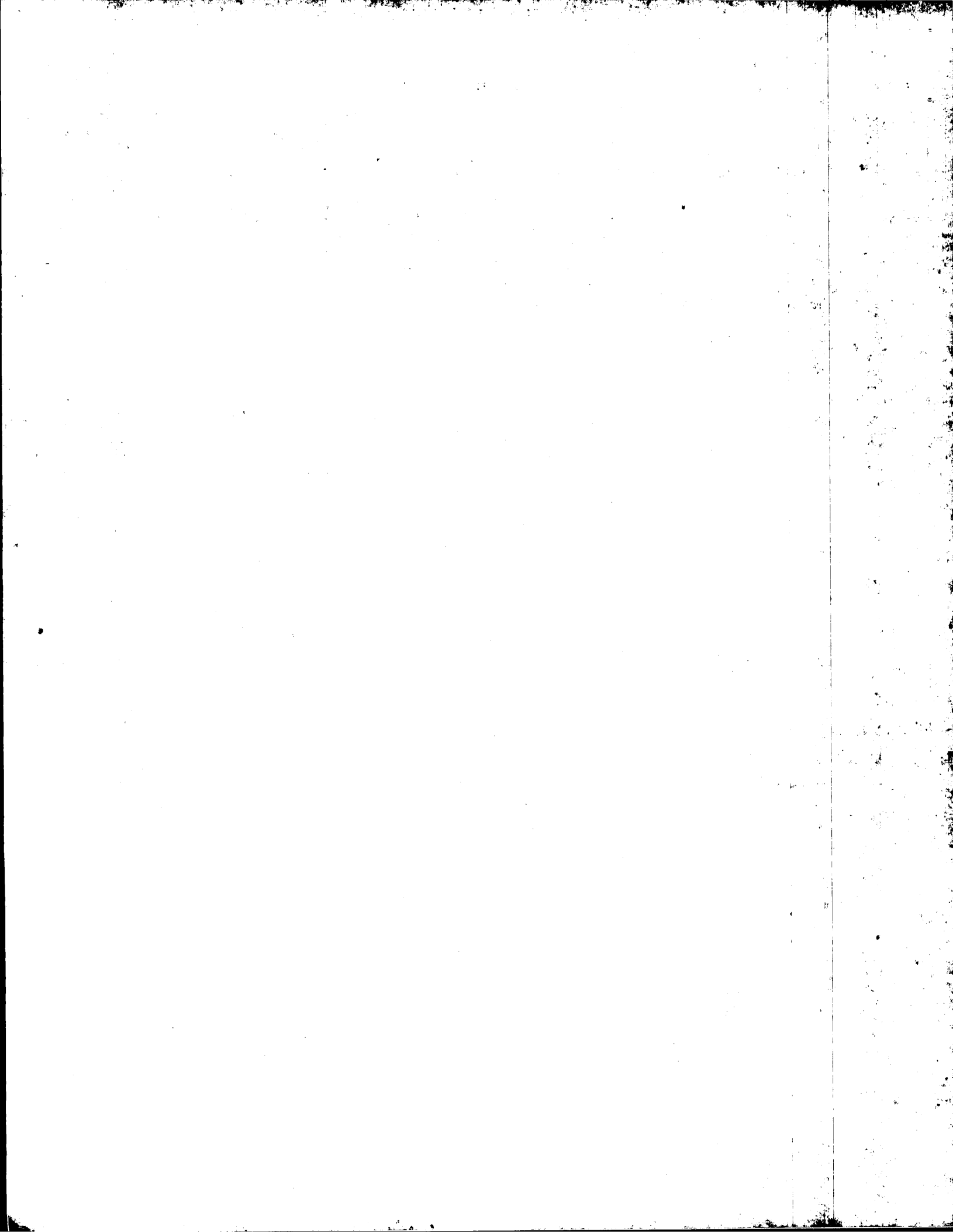
LONGEVITY:

Longevity 15: \$.10 per hour after completing 15 years of continuous service.

Longevity 20: \$.10 per hour after completing 20 years of continuous service.

Longevity 25: \$.10 per hour after completing 25 years of continuous service.

Longevity 30: \$.10 per hour after completing 30 years of continuous service.



ARTICLE 6

DEFINITION OF FULL-TIME AND PART-TIME

Full-time employees of the Association shall be defined as those employees who have been appointed on a full-time basis and who work 4 hours or more per day. Only full-time employees receive all benefits.

Part-time employees shall be defined as those employees who have been appointed on a part-time basis and who work less than four (4) hours per day. Part-time employees shall only receive the following fringe benefits:

Access to Health Insurance coverage paid by the employee. The Business Administrator on a hardship basis must approve coverage.

1. Sick leave - one (1) unit per month, current sick leave only.
Total maximum accumulation - 200 units.
2. Payment of salary will be made on the basis of actual days and/or hours worked.
3. Part-time employees appointed after July 1, 1999 are not entitled to receive holiday pay.
4. Part-time employees appointed prior to July 1, 1999 will continue to receive holiday pay.

Employees who have been appointed as a Permanent Substitute must be in the same position for a period of 5 consecutive months before they are eligible for any benefits. They will receive only payment for days worked until that time. This includes per-diem substitutes.

ARTICLE 7

RETIREMENT

The Board of Education will offer a retirement plan. Currently that plan is 75I, for Tier I and Tier II members. Tier III members - members who joined during the period July 27, 1976 through August 31, 1983, and Tier IV members - members who last joined the system on or after September 1, 1983 must contribute 3% of their annual salary toward their retirement benefits. Upon retirement, employees with at least ten (10) years of continuous service in the Batavia School System may use the cash value of their accumulated sick leave to pay their health insurance premiums.

ARTICLE 8

HOLIDAYS

The paid holiday schedule for 2000-2001 will remain at 11 days. The specific days have been worked out between the Board of Education, Business Administrator and the Negotiating Team.

The specific days for the 2000-2001 school year are shown in Schedule "B."

ARTICLE 9

HEALTH INSURANCE

1. For the 2000-2001 school year employees will contribute towards their health insurance as shown in the following scale:

<u>Hours Per day</u>	<u>Employee Contribution</u>	
	<u>2000/01</u>	<u>2001/02</u>
7 hours or more	5%	5%
6 hours but less than 7	10%	15%
5 hours but less than 6	15%	20%
4 hours but less than 5	20%	25%

Any employee who is transferred to a position that requires more hours shall continue at the level of contribution reflecting their new workday.

For those employees who were reduced below 4 hours per day (due to District restructuring) and who were on the District's health plan as of January 1, 2000 may continue with the plan at the 4-hour level.

Employees as of January 1, 2000 shall remain at the same level of contribution even if the District reduces their hours.

2. Double Coverage - Proof shall be supplied by the employee to the Business Office that "Double Coverage" does not exist. Proof shall consist of a yearly-signed statement so indicating, by the individual unit member. The District shall provide a form for this purpose. If the employee is covered by the spouse's plan, which is at least equivalent to that provided by the District, then the unit member shall not be eligible for coverage. Where the husband and wife are both employed by the District the District's liability shall not exceed the cost of one Family Plan.
3. Paid Coverage will begin as soon as possible after the first day of employment and will terminate within one (1) month after the staff member resigns from or is terminated by the District.
4. Any nutritional services staff member who retires from the District may continue coverage under the terms of this Article by compensating the District an amount equal to the premium cost to the District for such coverage on a semiannual basis. It is understood that the provisions of this paragraph will be applicable only so long as applicable law and regulations permit retired professional staff members to be included in the District insurance group.
5. Effective January 1, 2001 the major medical deductible will increase from \$50.00 individual and \$150.00 family to \$100.00 individual and \$300.00 family.
6. Effective January 1, 2000 the prescription co-payment is \$5.00 for generic and \$10.00 for legend for each prescription. Effective January 1, 2000 the prescription co-payments are not eligible to be submitted for major medical coverage.

ARTICLE 10

DENTAL INSURANCE

The District shall contribute a maximum of \$150 for full-time employee for dental coverage. Any additional cost shall be borne by the employee.

It is understood that due to the fact Blue Cross/Blue Shield of WNY may discontinue their High Option Dental Program, the District and the Association agree to obtain Dental coverage from Health Economics Group Inc.

It is further understood that Health Economics Group Inc. shall provide coverage equal to, or greater than the District' current coverage for a cost of \$150.00 per full time employee.

It is understood that if the District's cost for dental coverage claims exceed the ceiling of \$150 X FTE's, the Participating Employee agrees to reimburse the District for the excess claims. The Business Administrator and the President of the Association shall determine the method for reimbursement.

It is further understood that if the cost of claims falls below the ceiling of \$150 X FTE's, the difference shall be placed in a dental insurance reserve at the end of that fiscal year to be used exclusively for dental coverage purposes.

It is understood that the total FTE's used in the calculations as outlined above shall be determined as of June 30 of each fiscal year.

It is understood that the change in dental carriers was effective July 1, 1995.

ARTICLE 11

SICK LEAVE

1. Sick Leave - Employees shall be entitled to a sick leave accumulation at the rate of one (1) unit per month of employment. The "Unit" shall be the schedule of daily hours worked per day by the employee. Total maximum accumulation shall be 200 units.
2. "Immediate family" means wife, husband, parent, brother, brother-in-law, sister, sister-in-law, child and grandchild.
3. "Household" includes person(s) who reside permanently with employee.
4. The term "sickness" includes pregnancy only in cases where the husband is where, in the absence of the husband (e.g., military service), the mother-to-be is residing permanently with employee.
5. Extended sick leave reserve of 40 days for major illnesses to be used by those employees who have exhausted their sick leave. Approval of these days shall be made by the Business Administrator, the Nutritional Services Manager, the President of the Association and a member of the Negotiating Team.
6. Approval of the Business Administrator is required for all claims for salary payment for days absent. Claims must be submitted to the Business Administrator in writing on the form provided. All claims for personal illness must be accompanied by a doctor's certificate if more than three (3) days are claimed at one time.

ARTICLE 12

PERSONAL DAY

Employees may use two (2) personal days per year at no loss of pay and not deducted from sick leave. Personal days may not be used for vacation purposes nor may they extend a holiday recess or vacation period. They require the recommendation of the principal and must be approved in advance by the Business Administrator. The reason stated on the Personal Day form can be as legal, medical, or personal. The Business Office will provide forms for these requests. If Personal Days are not used, they are to be added to the accumulated sick leave up to the sick leave maximum of 200 days.

A Bank of Days -A total of five (5) days will be available. The Business Administrator, the Nutritional Services Manager, and the President of the Association shall make approval of these days.

ARTICLE 13

BEREAVEMENT

For each death in the immediate family (wife, husband, child, parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandchild or grandparent), or the last close relative for whom the staff member is responsible for making funeral arrangements: A total of four (4) days, not subject to sick leave deduction, will be allowed.

Approval of the Business Administrator is required for all claims. Claims must be submitted to the Business Administrator in writing on the form provided.

ARTICLE 14

SNOW DAYS

School days officially closed, as a result of snow emergencies, will be paid to those employees who were scheduled to come and work on that day. A maximum of four (4) such days will be allowed.

ARTICLE 15

CHILD REARING LEAVE

1. An employee on a permanent appointment or on a probationary status is eligible for child rearing leave without pay.
2. A written request for child rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave. In order to afford the District the greatest opportunity to retain a qualified substitute.
3. The request for child rearing leave shall include the date when the employee wishes to commence leave and the date when the employee anticipates returning to his/her duties.
4. The employee shall write the Business Administrator at least two (2) months before the expiration of the requested leave, advising the Business Administrator of the employee plans. Unless an extension is requested and granted, the employee member shall either return to service at the expiration of the leave, or the Board shall terminate the staff member's services.
5. If an employee wishes to terminate a child rearing leave prior to the termination date originally requested by the employee, application may be made to the Business Administrator. If there is an available position and if the Business Administrator determines that it is in the best interest of the District's to permit the early termination, the employee may be permitted to return to employment in the District at a mutually agreeable time.
6. A child rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.
7. A child rearing leave shall be available only during the pregnancy or during the period immediately following the birth to or adoption by an employee of a child.
8. If an employee commences a child rearing leave prior to the time she becomes disabled due to pregnancy and/or child birth, said employee shall not be entitled to use her sick leave benefits for the period of physical disability. If the employee continues to work until she becomes disabled due to pregnancy and/or birth, in addition to the sick leave benefits for physical disability, she is eligible for this child rearing leave to commence after her physical disability has ceased.

ARTICLE 16

OVERTIME

Time and one-half shall be paid for all school and non-school functions if it is beyond the school day such as evenings and weekends.

In addition, for special events/circumstances, hours worked before or after the normal operating workday of the employee's assigned building will be paid at time and one-half.

ARTICLE 17

GRIEVANCE PROCEDURE

SECTION 1

PURPOSE

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein. Such grievances shall be settled in accordance with the procedure set forth below.

SECTION 2

DEFINITIONS

- 2.1 "Grievance" is defined as a complaint by a member of the Unit that there exists an alleged violation or misinterpretation of this Agreement.
- 2.2 The "Supervisory Officer" shall mean the immediate superior responsible for the area in which the grievance has arisen.
- 2.3 The "Chief Executive Officer" is the District Superintendent or designee.
- 2.4 "Grievance Committee" shall mean the committee designated by the Association.
- 2.5 "School Business Days" are defined as days when central administration offices are open for business.

SECTION 3

BASIC PRINCIPLES

- 3.1 A member shall have the right to be represented, or not to be represented, by the Grievance Committee. If the grievant chooses to be represented, the Association must represent him/her. At step 4 and step 5, the Association must represent the employee.
- 3.2 All grievances shall include the name and position of the aggrieved party, the Article and Section of the Agreement which have allegedly been violated or misinterpreted, the time and the place of the alleged events or conditions upon which the grievance is based, the identity of the party responsible for causing said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3 All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.4 Nothing contained herein will be construed as limiting the right of any member to discuss the matter informally with any appropriate member of the Administration and informally adjust the grievance, provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views of the grievance.

SECTION 4

TIME LIMITS

- 4.1 An alleged grievance shall be deemed waived unless presented at the first available step within five (5) school business days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 4.2 A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the time that would have been allotted had the decision been communicated by the final day.
- 4.3 A grievance shall be considered settled on the basis of the last answer rendered, unless appealed to the next step in these procedures within the time limit specified.

SECTION 5

PROCEDURES

Step 1 - Supervisory Officer - Informal

A member having a grievance will discuss it with his/her Supervisory Officer with the objective of resolving the matter informally. The Supervisory Officer, after investigating the facts relating to the grievance, shall render his decision verbally within ten (10) school business days of the informal discussion with the member.

Step 2 - Supervisory Officer - Written

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisory Officer. Within ten (10) school business days after the written grievance is presented to him, the Supervisory Officer shall render a decision thereon, in writing, to the member, with a copy to the Association Grievance Committee.

Step 3 - Chief Executive Officer

If the member and the Grievance Committee are not satisfied with the written decision of Step 1, a written appeal of said decision may be filed within ten (10) school business days after the issuance of the Step 1 decision. Copies of the grievance and the written decision shall be submitted with the appeal.

Within ten (10) school business days of receipt of the appeal, the Chief Executive Officer shall establish the time for a hearing of the grievance. Such hearing shall take place no later than fifteen (15) school business days after the receipt of the appeal.

The Chief Executive Officer shall render his decision within twenty (20) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved member and the Grievance Committee.

Step 4 - Board of Education

If the member and the Grievance Committee are not satisfied with the decision rendered at step 2, a written request for a hearing may be filed with the Board within ten (10) school business days after receipt of the Chief Executive Officer's answer. The Chief Executive Officer shall submit all written documents pertaining to the grievance to the Board.

The Board shall notify all parties of the time and place when a hearing, in executive session, shall be held. When reasonably possible, the hearing will take place at the next regular meeting of the Board of Education.

The Board shall render its decision within twenty (20) school business days after the hearing. Such decisions shall be in writing and shall be submitted to the aggrieved member and the Grievance Committee.

Step 5 - Binding Arbitration

If the Board of Education's answer is not satisfactory or acceptable, the employee and his representative may, within ten (10) days after the answer is rendered or due, request that the matter be submitted to an impartial arbitrator selected by the American Arbitration Association. The arbitrator shall be requested to render his decision within thirty (30) days of receipt of the grievance and shall limit his decision to the application and interpretation of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.

The cost of the arbitration shall be equally borne by both the District and the Association.

ARTICLE 18

SUBSTITUTES

Substitutes must be interviewed for any full-time positions for which they are qualified, and for which they have substituted at least fifteen (15) days in the past twelve months.

Substitute Workers will be paid minimum wage.

ARTICLE 19

POSTING OF NOTICES

Nutritional Services Staff shall be notified of all openings within the school system so that they may apply first if they wish to transfer to another office and/or position. Notice shall be made by posting in the Business Office.

ARTICLE 20

SENIORITY

Seniority shall be defined as the length of service in the Nutritional Services Department. Layoff shall be in inverse order of seniority. Recall shall be in order of seniority.

ARTICLE 21

CONFERENCES

\$200.00 shall be appropriated in the budget for workshops. Prior approval to attend these workshops must be secured from the Business Administrator.

ARTICLE 22

COMPLETE AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

ARTICLE 23

SAVINGS CLAUSE

If any provision of this Agreement or application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**BATAVIA CITY SCHOOL DISTRICT
NUTRITIONAL SERVICES- SCHEDULE "A"
2000/01**

FOOD SERVICE HELPER:

STEP	1999/2000 RATE	2000/2001 RATE
1	5.88	6.26
2	6.31	6.69
3	6.75	7.13
4	7.13	7.51
5	7.61	7.99
6	8.03	8.41
7	8.68	9.06
8	9.20	9.58
9	9.66	10.04
10	10.11	10.49
11	10.53	10.91
12	10.94	11.32
16	11.35	11.73

LONGEVITY 15: \$.10 per hour after completing 15 years of service
LONGEVITY 20: \$.10 per hour after completing 20 years of service
LONGEVITY 25: \$.10 per hour after completing 25 years of service
LONGEVITY 30: \$.10 per hour after completing 30 years of service

**BATAVIA CITY SCHOOL DISTRICT
 NUTRITIONAL SERVICES – SCHEDULE “A”
 2000/01**

COOK-BAKER/SENIOR FOOD SERVICE HELPER:

STEP	1999/2000 RATE	2000/2001 RATE
1	6.10	6.48
2	6.52	6.90
3	7.01	7.39
4	7.39	7.77
5	7.86	8.24
6	8.31	8.69
7	8.94	9.32
8	9.45	9.83
9	9.97	10.35
10	10.48	10.86
11	10.94	11.32
12	11.39	11.77
16	11.86	12.24

LONGEVITY 15: \$.10 per hour after completing 15 years of service
LONGEVITY 20: \$.10 per hour after completing 20 years of service
LONGEVITY 25: \$.10 per hour after completing 25 years of service
LONGEVITY 30: \$.10 per hour after completing 30 years of service

**BATAVIA CITY SCHOOL DISTRICT
NUTRITIONAL SERVICES – SCHEDULE “A”
2000/01**

COOK-MANAGER:

STEP	1999/2000 RATE	2000/2001 RATE
1	8.08	8.46
2	8.40	8.78
3	9.37	9.75
4	10.12	10.50
5	10.60	10.98
6	10.94	11.32
7	11.23	11.61
8	11.73	12.11
9	12.17	12.55
10	12.61	12.99
11	13.04	13.42
12	13.45	13.83
16	13.87	14.25

LONGEVITY 15: \$.10 per hour after completing 15 years of service
LONGEVITY 20: \$.10 per hour after completing 20 years of service
LONGEVITY 25: \$.10 per hour after completing 25 years of service
LONGEVITY 30: \$.10 per hour after completing 30 years of service

CITY SCHOOL DISTRICT OF THE CITY OF BATAVIA

PAID HOLIDAYS FOR

NUTRITIONAL SERVICES EMPLOYEES

2000-2001

SCHEDULE B

Monday, September 4	-	Labor Day
Monday, October 9	-	Columbus Day
Thursday and Friday November 23 & 24	-	Thanksgiving Holiday
Monday, December 25	-	Christmas Holiday
Monday, January 1	-	New Year's Holiday
Monday, January 15	-	Martin Luther King, Jr. Day
Friday and Monday February 16 & 19	-	Presidents' Recess
Friday, April 13	-	Good Friday
Monday, May 28	-	Memorial Day

TOTAL – 11 PAID HOLIDAYS