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CAF/6439

A G R E E M E N T

by and between

**WATERTOWN CITY SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

and

**WATERTOWN EDUCATIONAL
CAFETERIA
WORKERS' ASSOCIATION**

JULY 1, 2009 – JUNE 30, 2010

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**WATERTOWN CITY SCHOOL DISTRICT
WATERTOWN, NEW YORK**

**A G R E E M E N T
JULY 1, 2009 - JUNE 30, 2010**

The Board of Education of the City School District of the City of Watertown, having recognized the Watertown Educational Cafeteria Workers' Association as the exclusive bargaining representative of all full-time, regularly employed employees of said school District engaged in the operation of the school cafeterias, excepting the Food Service Director and Assistant Food Service Director, does hereby enter into the following Agreement.

In accordance with Section 208 of the Civil Service Law of the State of New York, such recognition shall entitle said Association to the rights, benefits, protection, and obligations accorded by law.

In response to said recognition, and in accordance with Section 210 of the Civil Service Law, the Watertown Educational Cafeteria Workers' Association, hereby reaffirms that said Association does not assert the right to strike or to impose an obligation to conduct, assist, or participate in such strike, said affirmation to continue in effect throughout the period of recognition.

**ARTICLE I
DURATION OF AGREEMENT**

This Agreement and all of its terms and provisions is effective and shall remain in full force for a period of one school year commencing July 1, 2009, and terminating June 30, 2010, and shall control and govern all matters herein set forth throughout said period.

**ARTICLE II
SALARIES**

1. Each unit member who was on the payroll for more than half the previous school year shall receive a 2.5% increase for 2009 – 2010. Said payment shall be based on the regularly assigned hours for each employee as determined by the Food Service Director. It is the intent that each cafeteria employee shall be compensated for the daily hours worked as assigned by the Director unless changed by due notification.
2. Employees hired between February 1 and March 31 receive one-half of the negotiated increase, prorated. Employees hired after March 31 receive no salary increase.
3. In September, each employee's hours per day shall be set and used for the purpose of pay for paid leave absences. On October 31, each employee's hours

per day shall be reviewed and altered, as needed, and used for the remainder of the year for purposes of pay for paid leave absences and attendance incentive.

4. However, because the day before school opens and Regents weeks normally require less hours, employees working these days shall be compensated for only hours actually worked. In any case, an employee working these days shall be guaranteed two (2) hours minimum pay.
5. A new employee for any position may be given credit for previous related experience up to two (2) years of experience.
6. New employees will start at one of the following rates:

	Starting Rate	1 year Experience	2 years Experience
Food Service Helper	8.10	8.50	8.90
Food Service Porter	8.25	8.65	9.05
Asst. Cook	9.10	9.65	10.05
Cook	10.10	10.65	11.05
Cook/Manager	11.10	11.65	12.05

7. Any unit member who transfers to another position within the bargaining unit shall receive the following increase to his/her hourly rate:
8. Food Service Helper to Asst. Cook — 50 cents per hour
 Asst. Cook to Cook — 80 cents per hour
 Cook to Cook/Manager — \$1.00 per hour

Note: A promoted employee will receive the greater of the hourly rate above or what they would have received based on experience.

9. Payment will be on a 10-month schedule and on an every other Friday basis. Special arrangements for holidays falling on Friday will be made by the Business Office. If school is closed on a regularly scheduled pay day due to inclement weather, checks will be available at the schools on the following Monday.
10. The above-mentioned items of this salary increase are also contingent upon a compliance with the rules and regulations of food cafeteria workers that are now or may be set up by the Food Service Director and/or Director of Human Resources.

ARTICLE III HOURS WORKED

- A. Work days will be any days between September 1 and June 30 as required.
- B. At the beginning of the school year, the Food Service Director and/or Assistant Food Service Director will determine the regular hours per day to be worked in a normal working day by each employee. If an agreement cannot be reached, the Director of Human Resources will be consulted and agreement reached by all parties concerned. All cafeteria personnel,

unless they are not in compliance with the rules and regulations of food cafeteria workers, shall automatically return to work in the cafeteria system at the beginning of the school year unless their position is abolished or they desire to do otherwise. It is the right of the Board of Education, through the Food Service Director, to re-evaluate each and every position at any time and make appropriate changes in hours as they deem necessary and consistent with current contract.

- C. Personnel already employed in our school lunch program at the inception of this Agreement, and for the period of said Agreement, may have their hours changed. However, it will be discussed with said person by the Food Service Director or, in his/her absence, the Director of Human Resources.

If a position in a given category is abolished, the employee in that position with more time in the system, if qualified, would have the right to take the position which is next in line with years of service and the last food service helper hired in the system would be released. Likewise, if hours of an individual are changed, a seniority basis will be used so that a person with less experience in the system would ultimately get the fewer hours. For changes of less than an hour, this provision will not apply.

Positions of one (1) hour or less will be filled by the Food Service Director with preference given according to seniority.

- D. If an employee has worked the regular workday and is requested to work additional time beyond 3:00 p.m., such time will be compensated at time and one-half. All other time will be compensated at the regular hourly rate.
- E. Bargaining unit employees who work during the breakfast program will be paid the same rate of pay as they receive during the lunch program and will be entitled to use any leave time available to them under this contract while working the breakfast program.

ARTICLE IV MEDICAL EXAMINATION

The present provisions of Article XXI of the By-Laws of the Board of Education pertaining to medical examinations shall apply to each employee covered by this Agreement. Particular reference is made to the paragraph of said By-Laws which reads as follows:

"All cafeteria, lunch program and other employees engaged in the handling of food in the schools shall undergo a medical examination, including chest x-ray or Heaf test, annually and more frequently as directed by the Superintendent of Schools upon the recommendation of the School Medical Officer."

**ARTICLE V
SUBSTITUTES**

- A. In case of absence of an employee, the Food Service Director or Assistant Food Service Director may either call in a substitute worker or where it may be practical, use a present cafeteria worker within the department to fill all or a portion of the hours vacant to be determined by the workload of that day. Additional hours for present cafeteria employees will be distributed fairly among those who wish to participate. Employees who accept temporary appointments which are to an encumbered position from which a permanent employee has the right to return: Where the expected duration of the temporary appointment is intended or does exceed 90 days, the employee shall accrue and be charged leave benefits in accordance with the standard day for the position in which they are working.
- B. A substitute cafeteria worker who works in the same position in excess of 20 days continuous employment, will after that time receive compensation equal to the pay in the category in which they are substituting.

**ARTICLE VI
LEAVES OF ABSENCE**

PERSONAL DAYS:

All employees hired prior to July 1, 2007, are entitled to two (2) personal days, converted to its hourly equivalent, per year. Employees hired after July 1, 2007, that work six (6) hours a day or more are entitled to two (2) personal days, converted to its hourly equivalent, per year. These days are subject to the following:

- (1) A reason or excuse for a personal day absence will not be required, but reasonable notice must given by the employee to his/her immediate supervisor or the Food Service Director. Whenever possible, at least forty-eight (48) hours advance notice for the use of a personal day will be given.
- (2) In the absence of special circumstances to be reported by the employee to the Food Service Director, a personal day shall not be taken on a day prior to or following a school vacation or holiday.
- (3) Employees hired after July 1, 2007, whose standard work day is less than six (6) hours per day, will accrue annual leave benefits to the following: One (1) day converted to an hourly equivalent of their standard work day.
- (4) Unused personal days accrue as sick days and are added to any balance accrued at the end of each school year.

VACATION:

Employees working a 12-month schedule will receive annual vacation in accordance with the provisions below:

One to Seven completed years of service: Two weeks

Eight to Fourteen completed years of service: Three weeks

Fifteen to Twenty-five Plus years: Four weeks

Note: These vacation days will be based on the employee's standard day and converted to its hourly equivalent.

SICK LEAVE:

- (1) Employees working a 12-month schedule will accrue 12 days converted to its hourly equivalent.
- (2) All employees hired prior to July 1, 2007, are entitled to ten (10) sick days, converted to its hourly equivalent. Employees hired after July 1, 2007, that work six (6) hours a day or more are entitled to ten (10) sick days, converted to its hourly equivalent. Sick days may be accumulated to a total of 170 days.
 - For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
- (3) All employees hired after July 1, 2007, working less than six (6) hours per day are entitled to five (5) sick days, converted to its hourly equivalent.
 - For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one-half (1/2) day for each month of anticipated actual employment in that year.
- (4) A doctor's certificate or other proof acceptable to the District may be required for any absence for sickness after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps necessary to verify appropriate use of such leave.

FAMILY ILLNESS:

All employees hired prior to July 1, 2007, are entitled to five (5) days per year, converted to its hourly equivalent, for illness in the immediate family. Employees hired after July 1, 2007, that work six (6) hours a day or more are entitled to five (5) days per year, converted to its hourly equivalent, for illness in the immediate family. These days are subject to the following:

- (1) For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half months of anticipated actual employment in that year.

- (2) Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse. In addition, this leave may be used for a significant other or other relative where the employee can demonstrate the closeness of the relationship. In cases of a relative other than those specifically referenced above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent, written justification as to the closeness of relationship. In these instances, it is understood that there is no requirement to grant days of leave and that the District will consider other relations on a case-by-case basis; furthermore, the District reserves the right to limit the amount of leave time granted in these cases.
- (3) When an employee is absent for three (3) or more consecutive work days for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness.
- (4) Days allowed for family illness do not accumulate from year to year.
- (5) Employees hired after July 1, 2007, whose standard workday is less than six (6) hours per day, will accrue annual leave benefits to the following:
 - Two (2) days converted to an hourly equivalent of their standard day.

BEREAVEMENT LEAVE:

All employees covered by this Agreement are entitled to Bereavement Leave, for death in the immediate family, subject to the following:

- (1) Immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Grandchildren, Grandmother, Grandfather, Spouse, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Aunt, Uncle, relative or significant other living in the same household.
- (2) In cases of relative other than the above, the employee shall submit for approval to the Food Service Director, written justification as to the closeness of the relationship. In these instances, it is understood that there is no requirement to grant five (5) days of leave and the district will consider other relations on a case-by-case basis. Furthermore, the district reserves the right to limit leave time to the day of the funeral only.
- (3) Each employee will be entitled to (5) days absence for each death in the family.

ATTENDANCE INCENTIVE:

If an employee uses a total of two or fewer sick leave and family illness days in any year, the employee shall receive a bonus at his or her regular rate of pay, as follows:

Use zero (0) days – bonus of three days' pay (based on hourly standard day).

Use one (1) day – bonus of two days' pay (based on hourly standard day).

ARTICLE VII

EXTENDED ABSENCE

Any employee who is unable to return to work after exhausting sick leave may apply for a leave of absence without pay for a period not exceeding one year. If said leave is granted, and the employee at the expiration of such leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to fill this position. In cases where the Board of Education has granted a leave of absence to an employee, said employee may contribute the Board of Education's share to both health and dental Insurance if he or she wishes to retain these benefits during this leave.

ARTICLE VIII HEALTH INSURANCE

The District will pay health insurance premium costs for each employee covered by this Agreement as follows:

- (1) Employees who work 30 hours or more per week shall be eligible for health insurance. Those employees who sign-up for health insurance coverage shall contribute 10% of the premium costs. The employee's contribution toward the health insurance premium will be deducted from the employee's payroll checks during the school year.
- (2) Effective July 1, 2008, new employees receiving health insurance coverage shall contribute 11% of the premium costs.
- (3) Any employee who has ten (10) years of service effective July 1, 1982, and currently subscribes to the health insurance plan, may continue the plan on a 50/50 basis even though the hours may be reduced to less than 20 hours per week.
- (4) Employees hired prior to July 1, 2006, will be eligible to continue health insurance coverage in retirement at no cost to the retiree, provided they have met the following requirements:
 - a. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employees' Retirement System;
 - c. meet the minimum service requirement of five (5) years of service with the Watertown City School District.
- (5) Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirement:
 - a. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;

b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employee Retirement System;

Meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

Years of Service in District	Employee Premium Contribution	District Premium Contribution
5 - 9	75%	25%
10 - 19	50%	50%
20 - 24	25%	75%
25+	0%	100%

Should the carrier for this plan be changed, the District will provide essentially the same or equivalent coverage.

ARTICLE IX RETIREMENT PLAN

The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G "Career Retirement Plan" of the New York State Retirement and Social Security Law.

Any employee who retires by meeting the service requirements as defined by the NYS Employees' Retirement System will be afforded section 41(j) of the New York State Retirement Plan, which provides for the conversion of sick leave to service credit.

The maximum additional service credit allowed under subdivision (j) is one hundred sixty five days (165). The additional service credit is applied on a workday basis (260 days = one year).

Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

ARTICLE X DENTAL INSURANCE

The District will contribute to a Dental Care Plan as outlined below providing the employee works at least 30 hours per week.

Individual Coverage - \$50 per year

Family Coverage - \$100 per year

Those employees who participated in the Dental Care Plan prior to July 1, 1982, are to be grandfathered.

Association and District representatives shall form a committee of labor and management to review the current dental plan for possible changes. It is understood

the District and all its bargaining units must agree to a change in dental insurance provider or any change to existing benefits or coverage. Any recommendation to change plans shall require the approval of the Board of Education.

ARTICLE XI EMPLOYMENT OPENINGS

- A. The District will post new job vacancies in the High School and Case Middle School kitchens and in the main office of all other school buildings. General postings will include the job title, i.e. Food Service Worker, and will include the number of hours to be worked per workday. The District may post specific initial assignments when known, i.e. Food Service Worker/Salad Bar, and the number of hours to be worked per day.
- B. When a Cafeteria opening occurs and prospective employees are to be interviewed, the Director of Human Resources or Food Service Director will notify the President of the Watertown Cafeteria Association of the opening. Members of the Association, with others, shall be afforded the opportunity to apply and upon applying shall be given the same interview consideration as other applicants. Seniority in continuous employment in the District will be respected consistent with qualifications of the applicants. Final decision in passing upon qualifications of applicants and making appointments shall rest with the Board of Education.
- C. New employees and employees receiving a promotion shall be subject to a six-(6) month probationary period. New employees will not be credited for sick, family, or necessary business leave during the six-(6) month probationary period. Days will be restored immediately following the probationary period. If the employee starts during the fiscal year, no days will be credited for the six-(6) month probationary period and immediately following the probationary period, sick, family, or necessary business days will be restored on a prorated basis.

ARTICLE XII GRIEVANCE PROCEDURE

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

DEFINITION

"Grievance" shall mean any alleged violation, misinterpretation, or inequitable application of this agreement.

GENERAL PROVISIONS

The procedure for handling a grievance in every instance shall have at least two procedural stages. The procedure for cafeteria employees is set forth below.

Any employee believing he/she has a grievance shall have the right to present that grievance in accordance herewith free from interference, coercion, restraint, discrimination, or reprisal. Any interference, coercion, restraint, discrimination, reprisal, or threat thereof by any employee shall be considered cause for disciplinary action against such other employee.

Each employee at every stage of the grievance procedure, at all conferences between himself/herself and his/her superior regarding the grievance and at any hearings in connection therewith, shall be entitled to be represented by an attorney or any other individual the employee may select as his/her counsel, but the employee's authorization of such attorney or other individual to represent him/her may be required in writing at any time after the first stage of the procedure.

Each administrative or supervisory officer to whom a grievance is presented in accordance with this procedure shall hear the same promptly and shall endeavor to reach a fair determination thereof within the scope of his/her authority. It also shall be the duty of such administrative or supervisory officer promptly to prepare and submit all written statements and reports required by this procedure.

Questions of current salary, rate of pay, retirement benefits, or Workers' Compensation insurance benefits may be discussed by employees directly with the Director of Human Resources.

PROCEDURE

Stage 1

The employee shall present his/her grievance orally to the manager, if any, of the cafeteria where he or she works within three (3) working days after the grievance or the situation from which it arises occurs, or first becomes known to the employee. If the grievance is not resolved within three (3) working days after the employee presents it, the employee shall take the matter to the Food Service Director with the local cafeteria manager if there is one.

In that event, three (3) additional workdays shall be allowed before proceeding to Stage 2.

Stage 2

If the grievance is not resolved by the employee and the Food Service Director orally and informally in the first stage, the employee may request the Food Service Director to prepare a written statement of the grievance and of their inability to resolve the same. The employee then within five (5) working days may present that written statement together with a written request of review of his/her grievance and such other written statement as he/she cares to make to the Superintendent or his/her designee.

If in the opinion of the Superintendent or his/her designee, either before or after meeting with the employee, the grievance is one of general interest to the entire group of cafeteria workers, the Superintendent or his/her designee shall furnish a brief written report of the grievance to the President of the Association, and shall request that a representative of the Association participate in a conference with the Superintendent or his/her designee and the employee. The Superintendent or his/her designee shall set a

time for this meeting to be held not later than fifteen (15) days after the employee first submitted his/her written request for review.

Within three (3) working days after the meeting, the Superintendent, or his/her designee, shall make a determination in writing and shall send a copy of it to the employee, and if there was a joint meeting, to the President of the Association.

Stage 3

If the grievant is not satisfied with the written response provided at Stage 2, he or she may appeal the response to the Board of Education. The written appeal must contain the elements listed in Submission of Grievances and be received by the Superintendent's office within five (5) days of receipt of the Level 2 decision. Within 15 days of receipt of the appeal, a hearing will be held by the full Board of Education or a committee of Board members. If held by a committee, the committee shall make a recommendation at the next regularly scheduled Board of Education meeting, at which the Board shall make a decision. The Board of Education shall provide a written response to the grievant within 10 days of the Board meeting at which their decision is made. The Board's decision shall be final and binding.

**ARTICLE XIII
EMPLOYEE POLICY COMMITTEE**

The Watertown Educational Cafeteria Workers' Association shall appoint a committee of its own choosing to meet at any time to bring to the attention of the Superintendent, or his/her designee, any problems which they wish to discuss that may not be considered grievances under the grievance procedure but do not, at the present time, have any definite policy by which said organization and members are governed.

**ARTICLE XIV
HOLIDAYS**

The following days shall be observed as paid holidays for the duration of this contract:

- | | |
|-------------------------|------------------------------------|
| Veterans' Day | Memorial Day |
| Columbus Day | Christmas Day |
| Thanksgiving Day | New Year's Day |
| | Martin Luther King, Jr. Day |

**ARTICLE XV
RETIREMENT INCREMENT**

Any employee, covered by this Agreement, who retires after the completion of ten (10) years of service in the Watertown School District, shall be compensated for unused accumulated sick leave as follows:

- 0 - 100 days - \$ 9/day
- 101 - 170 days - \$35/day

Employees working 3 ½ hours or less per day will be compensated at one-half the above rates. The conversion will be based on the standard day (hours worked) at the time of retirement.

**ARTICLE XVI
APRONS**

The Board of Education shall provide aprons as needed to each employee.

**ARTICLE XVII
CIVIL SERVICE LAW**

All employees covered by this Agreement, and upon the satisfactory completion of their probationary period, shall be entitled to the rights and privileges covered by Section 75 of the Civil Service Law.

**ARTICLE XVIII
EQUALITY OF OPPORTUNITY**

The parties of this contract warrant that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, terms and conditions of employment, lay-off, instruction or training opportunities for members, or potential members, of the bargaining unit on account of an individual's sex, race, color, national origin, creed or religion, marital status, age, gender preference, or disability.

**ARTICLE XIX
SAVING CLAUSE**

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