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Contract Database Metadata Elements

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AGREEMENT BETWEEN
LOCUST VALLEY CENTRAL SCHOOL DISTRICT
AND
FOOD SERVICE PERSONNEL
JULY 1, 2004 - JUNE 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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LOCUST VALLEY CENTRAL SCHOOL DISTRICT

FOOD SERVICE PERSONNEL AGREEMENT

JULY 1, 2004 - JUNE 30, 2008

The following titles will apply to the employees of the School Lunch Program:

Cook Manager
Kitchen Assistant - Secondary
Food Service Leader
Food Service Helper

1. These positions are based on ten months a year. In general all Food Service employees will work on days when lunch is served. Employees will be paid a maximum of two days per year when school is closed because of snow or other emergency condition. Management reserves the right to change schedules when conditions so indicate.
2. **SALARY:** Food Service employees shall be paid on an hourly basis. Substitutes will be paid at the Step 1 rate. If a substitute has worked satisfactorily for 60 days, a consideration will be given for an increase in the hourly rate of pay. See the attached salary schedules. Food Service employees receiving promotions into a new position will be placed on the step of the wage schedule for the class to which the employee is promoted which provides a wage rate increase at least as great as one increment on the schedule for the class from which the employee is being promoted. Employees who are asked to substitute for cook manager, kitchen assistant-secondary, and elementary food service leader will receive 10% of the absentee's hourly rate in addition to their regular rate of pay.
3. **ATTENDANCE BONUS:** Each employee having perfect attendance during any month will be paid a 6% bonus with the first paycheck the following month. This bonus does not apply to special function pay. Any required absence from regular duty, (School Business, Jury Duty, Worker Compensation Hearing) will not affect the bonus earned.
4. **NEW EMPLOYEES:** After a 60-day probationary period, new employees will be eligible for prorated fringe benefits. Employees hired after February 1st will remain at the same rate until July 1st of the next year.
5. **UNIFORMS:** The District desires that Food Service employees present a uniform, neat and clean appearance. The uniform will consist of a white uniform dress or dark blue slacks, a white top and nurses or waitress-type shoes. Employees will purchase their own uniforms and shoes and submit their receipt or sales invoice to the School Lunch Office by October 31 of the school year and will be reimbursed for the uniform and shoes in an amount not to exceed (\$125.00) per year. Two smock aprons will be issued to each employee, to be worn while on duty every day. These aprons are to be returned at the end of the school year. Laundering of the uniform and apron is the responsibility of each employee, in order to maintain a clean appearance.
6. **ABSENCE:** The school calendar provides for periodic vacations throughout the

school year. It is the responsibility of the school lunch employee to provide services on the days when school is in session. Under no circumstances will requests for leave with or without pay be approved. The Administration may request a doctor's note for any absence, including absence the day before or the day after school holidays. Each employee is responsible for calling the Lunch Office in the event of an absence early enough to arrange for a substitute.

7. **PERSONAL ILLNESS SICK LEAVE:**

- a. Sick leave shall be 10 days per year for each employee.
- b. Sick leave must be earned, one day for each month of completed work. Beginning with the third year of employment with the district, the full annual ten days of sick leave will be credited at the beginning of the school year.
- c. Sick days will be cumulative to a total of 140.

WORKERS' COMPENSATION: If an employee has a job related illness or injury he/she shall be entitled to two weeks of full salary without any change in the employee's accumulated sick leave. Thereafter sick leave will be charged for the duration of the absence or until fully expended in which case full Workers' Compensation benefits will be paid for the duration of the disability. Employees shall re-earn charged sick leave time as determined by the Workers' Compensation Board.

8. **PERSONAL BUSINESS DAYS:**

- a. All School Lunch Employees will be allowed three days per year for personal business when approved in advance by the Superintendent of Schools or his/her designee. Unused personal business days shall be added to the employee's cumulative sick bank.
- b. Notification of absence due to personal business should be submitted on the proper request form to the Food Service Director at least one week prior to the intended absence.
- c. Full salary deduction will be made if approval has not been received prior to the absence.
- d. **DEATH IN IMMEDIATE FAMILY:** The Superintendent will grant reasonable leave up to five (5) days without loss of pay for each absence due to death in the immediate family. Immediate family is defined as husband, wife, children, mother, father, sister, brother and any other relative permanently residing within the employee's household.

9. Employees may eat lunch in the kitchen at a time designated by the manager. There will be no charge or salary deduction for items on the student's lunch. All food must be eaten on the premises. No food or beverage is to be eaten while on duty.

BREAK: Full time employees are entitled to a fifteen minute break each day at a time to be mutually agreed upon by the Food Service Director and the employee. Part time employees are entitled to a five-minute break each day at a time to be mutually agreed upon by the Food Service Director and the employee. These breaks are contingent upon there being enough time available during the work period to schedule such breaks.

10. **PHYSICAL EXAMINATION:** Employees are required to have a physical examination every other year. New employees must have the examination as soon as they are appointed. Employees have the option of going to the school physician at no cost to them or to their own personal physician at their own expense. The examination by their personal physician is subject to review by the school physician.
11. **SPECIAL FUNCTION:** All activities after school, Saturdays and Sundays: District policy requires a Food Service Employee to be on duty at all times when the Kitchen area or any equipment is used. Employees required to work for special activities will be paid at time and a half. A minimum of two hours will be guaranteed for work after 6:00 p.m. and weekends. All special functions to be serviced by the Food Service employees are determined by the School Lunch Director.
12. **INSURANCE:**

- a. **HEALTH INSURANCE:** Food Service employees will continue the present New York Health Insurance Program and its options, or a plan that is substantially equivalent for employees working seven (7) hours or more per day for the duration of the contract.

Prior to the implementation of a new health insurance program, the new program will be submitted to an independent arbiter from the American Arbitration Association who will determine whether or not the plan is substantially equivalent. Only if the plan is deemed to be substantially equivalent to the plan being replaced, will the District be permitted to enroll the unit in the new plan. Benefits provided under the new plan will always remain comparable to those being offered under the New York Health Insurance Program.

The employee share of the premiums will be:

<u>Individual</u>	<u>12% of total cost</u>
<u>Family</u>	<u>10% of total cost</u>

- b. **DENTAL INSURANCE:** Those employees working seven (7) or more hours per day are entitled to participate in the dental insurance program offered to non-certified employees. The District will contribute \$7.05 per month per employee for those who participate in the program. No payment is to be made to those eligible employees who choose not to participate in the dental program.
- c. **LIFE INSURANCE:** Those employees working seven (7) or more hours per day are entitled term life insurance at the following amounts:

Year 1 of employment - \$2,000
Year 2 of employment - \$5,000

Year 3 of employment and beyond - \$20,000

13. **RETIREMENT:** The members of the Food Service Staff are entitled to join the New York State Employees Retirement System. District Food Service Funds will provide the Retirement Plan 75-l (for Tier 1 and Tier 2 members) and 41(j) to participating employees covered in this agreement.
14. **PAYROLL RECORD:** Paychecks will show regular earnings, special functions and bonus payments as separate items.
15. **VACANCIES WITHIN THE SCHOOL:** Positions opening within the school district shall be posted at all schools. All eligible persons will be considered in filling these positions.
16. **GRIEVANCE PROCEDURE:** With respect to grievances relating to this agreement, the following will apply:

Grievance Defined. A grievance shall be defined as a complaint by one or more employees of the unit, of a violation, misapplication or misinterpretation of this Agreement. However, it is expressly understood and agreed that a dismissal shall not constitute a grievance or the basis thereof.

Grievance to be brought up no more than 30 days after a claim arises.

A grievance is to be settled by discussion between the employee (with his/her association representative, if requested) and the Food Service Director.

If the grievance is not adjusted, by discussion between the employee and the Food Service Director, the employee may appeal to the Assistant Superintendent for Business and will be entitled to a hearing and written answer within two weeks.

If the Assistant Superintendent for Business' answer is not satisfactory, the matter may be submitted to a three-person panel, appointed for that grievance by the Superintendent on the basis of one panel member on recommendation by the Association or Employee, one panel member on recommendation by the District and a third neutral panel member to be selected on the recommendation of the other two members. The three-member panel shall hear the grievance and make an advisory recommendation for settlement to the Superintendent. The Superintendent shall give full consideration to the recommendation but shall, nevertheless, retain full authority for resolution to the matter.

17. **LEGISLATIVE APPROVAL:** (Section 204-A Civil Service Law)
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 fund therefor, shall not become effective until the appropriate legislative body has given approval.
18. Employees are eligible to participate in the District's IRS 403B Tax Sheltered Annuity program and IRS 457 Deferred Compensation program as long as such programs are available to other employee groups in the District. Employees are eligible to participate in a District "cafeteria plan" (IRS Section 125) should such a

Food Service Helper	2004-2005	2005-2006
Step		
1	\$9.91	\$10.26
2	\$10.17	\$10.52
3	\$10.82	\$11.17
4	\$11.52	\$11.87
5	\$12.21	\$12.56
6	\$12.91	\$13.26
7	\$13.47	\$13.82
8	\$14.02	\$14.37
9	\$14.55	\$14.90
10	\$15.06	\$15.41

Kitchen Asst. Secondary - Elementary Food Service Leader	2004-2005	2005-2006
Step		
1	\$12.35	\$12.75
2	\$13.21	\$13.61
3	\$14.08	\$14.48
4	\$14.93	\$15.33
5	\$15.81	\$16.21
6	\$16.67	\$17.07
7	\$17.23	\$17.63
8	\$17.78	\$18.18
9	\$18.37	\$18.77
10	\$18.89	\$19.29

HS Lead Cashier - Food Service Worker	2004-2005	2005-2006
Step		
1	\$10.95	\$11.30
2	\$11.21	\$11.56
3	\$11.97	\$12.32
4	\$12.73	\$13.08
5	\$13.51	\$13.86
6	\$14.29	\$14.64
7	\$14.85	\$15.20
8	\$15.40	\$15.75
9	\$15.93	\$16.28
10	\$16.45	\$16.80

HS Cook Manager	2004-2005	2005-2006
Step		
1	\$19.47	\$20.07
2	\$20.35	\$20.95
3	\$21.22	\$21.82
4	\$22.06	\$22.66
5	\$22.94	\$23.54
6	\$23.80	\$24.40
7	\$24.36	\$24.96
8	\$24.91	\$25.51
9	\$25.43	\$26.03
10	\$25.90	\$26.50

Longevity: Add \$0.85 to the hourly rate after completing six full years with the district. *← 2004-2005 (JRF)*
 Beginning in 2005-2006 add \$0.90 to the hourly rate after completing six full year with the district.