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ADI / 6477

WEST GENESEE SCHOOL FOOD SERVICE

MANAGER'S AGREEMENT

July 1, 2004 - June 30, 2007

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PRAMBLE

This Agreement is between the West Genesee School District of Camillus and the West Genesee District School Lunch Managers.

The terms of this Agreement will be recognized under the Public Employee Fair Employment Act.

DISTRICT JURISDICTION

The West Genesee School Lunch Managers recognize the West Genesee District Board of Education as sole jurisdiction over the operation and management of the school.

The Director of Food Service determines number of employees needed to perform the job to be done. The school lunch director has the right to hire, direct, promote, transfer, discipline, and discharge an employee.

DEFINITION OF A MANAGER

Full-time - Minimum of seven (7) hours. Hours are designated according to the participation in the building and the building's physical set-up.

WORK YEAR

During the term of this Agreement any person employed in the school lunch department on the last day of the academic year or on the first (1st) day of any school calendar recesses, holidays, or vacations shall continue to be employed in the same capacity at the start of that following school year and all its recesses, holidays, and/or vacations unless otherwise notified of their termination of employment in writing.

SENIORITY

Seniority is defined by date of appointment in a permanent position in the Food Service Department.

PHYSICALS

Each year all employees will be required to have a physical before starting work in September. Failure to have the examination on file will require suspension from work until the physical form is in and the doctor approves it.

All examinations will be paid for by the current fee set under contract with the school doctors. If one prefers to have his/her own doctor perform the physical, (s)he may.

Chest x-rays are required of new employees and on request, or at the discretion of your examining physician.

WORKDAY - WORK YEAR

Cafeteria Managers are employed for ten (10) months. They are required to work one (1) day before the cafeteria opens at the start of a school year and one (1) day after the cafeteria closes at the end of a school year.

Workday hours for Cafeteria Managers will be determined annually prior to the start of a school year.

SCHOOL CLOSING PROCEDURE

School will be closed for two (2) reasons: weather and other emergencies. The following plans go into effect:

SNOW DAYS

PLAN A - No one reports to work; receives day's pay up to three (3) days.

PLAN B - Everyone who works will be paid. Sub-zero weather (buses won't start), energy crisis, etc., could prevent students from attending school, however, the roads could be used.

PLAN C - Malfunction - one (1) or a select building.

In all of the above cases, managers are responsible for securing their unit and seeing that food is properly stored, received, and accounted for. If *NO* Snow Days or Emergency School Closings are called, then Managers will be paid same as Food Service Helpers.

UNIFORM REIMBURSEMENT

New Employee - Employee purchases two (2) sets (shirt/pants). At the employee's anniversary date the district will reimburse the employee.

Current Employee - The District will purchase two (2) sets (shirt/pants) for current employees each year.

The District will reimburse each employee a maximum of seventy-five dollars (\$75.00) per year toward the purchase of work shoes.

HOLIDAYS

Paid holidays will be based on your base per diem pay.

1. Veteran's Day
2. Thanksgiving
3. Christmas
4. New Year's Day
5. Martin Luther King's Birthday
6. President's Day
7. Good Friday
8. Memorial Day

In order to receive pay for the holiday, you must work the last working day before and the working day after the holiday. Exception to the rule will be discussed and decided by the Director of Food Service.

SPECIAL FUNCTIONS POLICY

From time to time the Food Service Department is required to provide service during the evening or on weekends. It is the decision of the Director of Food Service as to who will be asked to work. This will be based on seniority and job performance. The hourly rate plus three dollars and fifty cents (\$3.50) per hour will be paid for hours worked after 5 p.m. weekdays.

Employees will be provided a meal while working a dinner function. Inventory is excluded from this overtime provision.

SICK LEAVE

For each month worked, one and two-tenths (1.2) sick days are granted, i.e., there will be twelve (12) paid sick days per year, accumulative up to two hundred (200) days. Days accumulated will be listed each year to each employee. These days may be used as follows:

Five (5) of the twelve (12) days may be used for sickness at home, but only for one who shares the same roof. These days are deducted from your regular sick leave and any not used will be converted to and accumulated as personal sick days.

One (1) day for death in family – in-laws, aunt, uncle, first line cousins, niece, nephew - deductible from sick leave.

Five (5) days for death of spouse, children, parents, brother, sister, grandparents, grandchildren – deductible from sick leave.

Routine doctor's appointments are NOT INCLUDED; only under EMERGENCY cases.

After five (5) days of sickness in any one (1) year, a physician's release may be requested.

Absentee slips are available from the School Food Service Office. If you cannot report to work, CALL the Director of Food Service at home before 7:15 a.m.

PERSONAL BUSINESS

Three (3) days - Not Accumulative.

1. Court attendance, financial transactions, attorney, bank or realtor's office (one [1] day incident), house transaction.
2. College graduation in immediate family (one [1] day).
3. Marriage in immediate family (one [1] day).
4. Religious holiday.
5. Personal Emergency by approval of Superintendent.
6. Personal Business by approval of Superintendent.

Unused personal days will be added to accumulated sick leave.

JURY DUTY

Employees shall not suffer a reduction in compensation for time spent on jury duty.

LEAVE OF ABSENCE

Length of time for leave of absence is one (1) year granted at the discretion of the Food Service Director. Employees absent for professional improvement will have preference. Applications for same should be in writing for approval by the Superintendent of Schools.

Upon return from leave, the employee shall be restored to his/her former seniority status (when position is available). The employee will go into the salary schedule in effect at the time of his/her return to employment. Until permanent position is available, returning employee may substitute with substitute pay.

While on leave of absence from the School District no employee shall be employed by another organization. If this is violated it shall be grounds for immediate termination of leave and employment.

HEALTH INSURANCE

The District shall provide the same Group Health Insurance coverage provided the majority of other employees in the District. The District rate of contribution, for those who work thirty (30) hours or more per week, shall be the same as it is for the majority of other employees in the District.

Upon retirement employees will receive one (1) year of paid health insurance for each one hundred (100) unused sick days to a maximum of two (2) years. The coverage will be the type of coverage in effect the last full year before retirement.

DENTAL INSURANCE

Full-time employees will be eligible to participate in the District's dental plan in the same manner and under the same conditions as provided to other employees who have this benefit.

PAYROLL SAVING/CREDIT UNION

The District will have payroll deduction for those items granted other employees of the District which each employee authorizes. In addition all employees in the bargaining unit may elect to participate in the Credit Union on the same terms and conditions as other employees of the District.

LONGEVITY

Food Service Managers shall receive a longevity increment per the following schedule:

<u>Years of Service</u>	<u>Longevity Amount</u>
10	\$250
15	Additional \$125
20	Additional \$125

The longevity starts at the time of the first (1st) permanent appointment as year one. The longevity increment will be paid in a separate check at the end of the school year beginning in the school fiscal year (July 1) succeeding the year in which the appropriate number of years of service have been completed in the District.

SALARY INCREASES

Salary increases for the term of the contract are as indicated below:

2004-05 - 4%	Applied to employee's 2003-04 base salary.
2005-06 - 4%	Applied to employee's 2004-05 base salary.
2006-07 - 4%	Applied to employee's 2005-06 base salary.

WORKERS COMPENSATION

ALL accidents which occur while on the job must be reported to the school nurse immediately. All employees are covered under a Workers' Compensation Insurance Plan authorized by the State of New York.

LIABILITY

Any employee shall, within ten (10) days of the time (s)he is served with any summons, complaint, process, notice, demand, or plea, deliver the original or a copy of the same to the Food Service Director.

MILEAGE

Bargaining unit members required to use their own car during the course of their regular assignment will be reimbursed at the IRS rate.

GRIEVANCE PROCEDURE

All controversies and disputes which allege a violation, misinterpretation, misapplication and inequitable application of express terms of this Agreement shall be processed according to the following steps:

1. The employee shall orally present his/her grievance to the Director of Food Service.
2. If this does not settle the grievance satisfactorily, the employee will present a written grievance to the Director of Food Service within ten (10) days of occurrence of the alleged incident. This should result in a meeting with the Director of Food Service and the employee to discuss the matter. A written answer shall be given to the employee.
3. If this is not to the satisfaction of the employee, (s)he may ask for a meeting with the Superintendent of Schools or seek legal advise, if the situation warrants it.
4. The employee agrees that a written report may be placed in his/her file after his/her notification and/or (s)he may add a personal statement of response to the comment.

TRAINING

Continuous Education and Training

1. All Managers are required to attend a minimum of two (2) workshops per year conducted by a professional approved by the Director of Food Service.
2. Establishment of a Continuing Education Committee to consist of:
 - 1 - Food Service Helper
 - 1 - Food Service Manager
 - and Food Service Director

for the purpose of formulating guidelines for a Continuing Education Incentive Program.

The Food Service Department will provide a fifty (\$50) dollar stipend each year in June to Managers' meeting criteria established by this Committee. Availability of funds shall determine the extent of this stipend; whether fully awarded or a part thereof.

Employees will be eligible for reimbursement for college course work and/or training to a maximum of five hundred (\$500) dollars per year. Reimbursement is contingent upon receiving prior written approval from the Director of Food Service and the Assistant Superintendent for Management Services, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Director of Food Service.

SICK LEAVE RETIREMENT INCENTIVE

Managers who retire under the New York State Employees' Retirement System with fifteen (15) or more years of full-time (thirty-five [35] hours per week) service with the School District shall be entitled to a retirement stipend as follows:

Twenty (\$20) dollars per day for unused sick days not in excess of one hundred (100) days.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties on the subject matter set forth herein, and may be modified and amended only by written agreement of the parties.

This Agreement shall become effective on July 1, 2004, and contained in full force until June 30, 2007.

Signed:

Rudolpho Andrus
Superintendent of Schools

3/2/04
Date

Cindy McManus
Cafeteria Manager

2/25/04
Date

