

AGREEMENT BETWEEN

**FAYETTEVILLE-MANLIUS SCHOOL DISTRICT**

AND

**FAYETTEVILLE-MANLIUS SCHOOL DISTRICT**

**CAFETERIA WORKERS ASSOCIATION**

TERM OF AGREEMENT  
**JULY 1, 2022 - JUNE 30, 2024**

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## **AGREEMENT**

Between Fayetteville-Manlius School District ("District") and Fayetteville-Manlius Cafeteria Workers Association ("Association") to govern the terms and conditions of employment.

### **ARTICLE I RECOGNITION**

The District agrees that the Association is the exclusive bargaining agent for all cook managers, food service helpers, and stock attendants ("Employees").

### **ARTICLE II DEFINITIONS**

- A. Full-Time Employee: A full-time employee is scheduled to work at least 30 hours each week of the school year. Such employee is compensated at an annualized rate for scheduled hours during the school year. Employees hired prior to July 1, 1994 shall retain their benefit status regardless of hours scheduled. For employees hired on or after July 1, 1994, a full-time employee shall be one who is employed by the District for six hours or more each school day during the school year.
- B. Part-Time 1 Employee: A part-time 1 employee is scheduled to work more than 25 but less than 30 hours each week of the school year. Such employee is compensated at an hourly rate for hours worked.
- C. Part-Time 2 Employee: A part-time 2 employee is scheduled to work no more than 25 hours each week of the school year. Such employee is compensated at an hourly rate for hours worked.
- D. Immediate Supervisor: The immediate supervisor for all Food Service Helpers is the Cook Manager. The immediate supervisor for all other positions is the School Lunch Manager. If an employee takes a sick day, he/she must notify both the Cook Manager of their building and the School Lunch Manager. Employee evaluations are done in coordination between the School Lunch Manager and building Cook Manager.
- E. Regular Employee is not a substitute employee
- F. Substitute Employee shall be any employee who is hired on a temporary basis.
- G. School Year is the period: July 1 to June 30.
- H. Probationary Period: New employees including full-time, part-time 1 and part-time 2 employees will have a 52-week probationary period. All new hired employees hired into a position that is not encumbered by another employee will be given probationary status where permissible and consistent with the requirements of Onondaga County Civil Service Law. A substitute list will be maintained by the District for substitute employees.

### **ARTICLE III COMPENSATION**

Wages shall be in accordance with Appendix "A" attached hereto and made a part hereof this Agreement.

## **ARTICLE IV LEAVES**

### **A. Sick Leave**

1. Full-time employees who have worked for the District 10 consecutive months shall be allotted 18 working days per year for personal illness.
2. Part-time 1 employees who have worked for the District 10 consecutive months shall be allotted 10 days per year for personal illness.
3. Part-time 2 employees who have worked for the District 10 consecutive months shall be allotted 5 days per year for personal illness.
4. Additional sick days may be requested and approved under significant medical condition circumstances. No more than fifteen (15) days per request may be granted.
5. Sick leave days for the new school year are allotted when the employee returns to work.
6. Employees who have worked for the District for less than 10 consecutive months shall accrue, on a monthly basis, one/tenth the sick leave allotment for their level of employ (rounded to the nearest half day).
7. The District may request a doctor's certificate to determine eligibility of absence as sick leave and/or a release to return to job duties if absence is for five or more consecutive school days.
8. Prep Kitchen Cook Managers: Unused sick leave days may carry over to the next school year. The maximum accumulation of unused sick leave days for Prep Kitchen Cook Managers is 220 days.
9. Full-time Employees (Other than Prep Kitchen Cook Managers): Unused sick leave days may carry over to the next school year. The maximum accumulation of unused sick leave days for full-time employees is 200 days.
10. Part-time Employees: Unused sick leave days may carry over to the next school year. The maximum accumulation of unused sick leave days for part-time employees is 50 days.
11. Accumulated sick leave is not paid upon termination of employment.
12. The District will not accumulate sick leave from any other employer.
13. An employee unable to return to work due to illness or injury on their regularly scheduled date of the new school year, may use accumulated sick days if a doctor's certificate (stating why the employee was unable to return to work) is provided to the District.
14. Five of the 18 sick leave days per year (for full-time employees who have worked for the District 10 consecutive months) shall be available for family illness.
15. Three of the 10 sick leave days day per year (for part-time 1 employees who have worked for the District for 10 consecutive months) shall be available for family illness.
16. Three of the 5 sick days per year (for part-time 2 employees who have worked for the District for 10 consecutive months) shall be available for family illness.

B. Leave of Absence Without Pay

1. The District, at its discretion, may grant leaves of absence without pay for a period not to exceed one year. To be eligible for said leave, an employee must have been actively employed by the District for 10 months prior to the request for leave of absence. If said leave is for medical reasons and supported by medical documentation, leave may be approved during the first ten months of employment. The application for any leave, accompanied by the reasons for the request, shall be made to the District through the applicant's immediate supervisor.
2. An employee granted a leave of absence shall be entitled to continue his/her health insurance coverage, however, the full premium will be paid by the employee.
3. During the leave of absence without pay, the employee will not earn or be credited with additional Sick Leave Days. Any employee granted a leave of absence without pay shall retain all unused sick days and shall resume sick and personal leave eligibility upon return. The employee taking said leave shall return to work at the same rate of pay he/she was receiving at the time the leave commenced and may receive a minimum wage adjustment.
4. A regular employee substituting for one on leave will be compensated at the higher of the following rates of pay: the starting rate for the position or the employee's current rate. At the end of the temporary assignment, the employee shall return to his/her previous title and rate. If the absence spans to a new contract period, the new contract settlements shall apply.
5. Procedures and limitations for employees requesting unpaid days off for personal reasons are contained in the District's Rules and Regulations.

C. Bereavement Leave

Each employee who is employed by the District for at least 26 weeks shall be granted up to five days bereavement leave time off in the case of death of the employee's immediate family, defined as husband, wife, mother, father, sister, brother, son, daughter, grandparent, and in-laws in the category of the above named relationships. Almost family shall be a person who has had a long, exceedingly close, family-type relationship with the employee. The employee shall receive one day off in the case of the death of an "almost family" member. Such time off will be granted without the loss of compensation. Compensation shall be at the employee's hourly rate for the employee's regularly scheduled hours. The employee shall notify the Immediate Supervisor of his/her need for such leave as soon as practicable.

D. Personal Business Leave

1. The intent of personal business leave is to provide an employee the opportunity to conduct business that cannot be performed other than during work hours. It is not intended to serve as recreation or vacation time, or to extend a holiday or vacation period.
2. Full-time employees shall be granted three personal business days leave with full pay.
3. Part-time 1 employees shall be granted two days personal business leave with full pay.
4. Part-time 2 employees shall be able to use two sick days as personal business leave with full pay.
5. All personal business days are subject to the following:

- a. Presentation of request to Immediate Supervisor 48 hours in advance except for emergency.
- b. Approval of the request by the Immediate Supervisor and School Lunch Manager.
- c. Should any personal business days remain unused at the end of the school year, they shall be converted to sick days.

## **ARTICLE V EMERGENCY CLOSING DAYS**

When an emergency closing day is declared employees may be required to report to work. However, each employee shall suffer no loss in pay if she/he is not required to report to work. Emergency days will be paid at the regular employee's current hourly rate.

## **ARTICLE VI HEALTH INSURANCE**

- A. The District will provide full-time employees individual or dependent health insurance coverage under the Health Cooperative of Central New York, or a comparable plan with substantially equivalent benefits. Employees with insurance coverage as of June 30, 2008, shall be eligible to continue their insurance coverage provided they maintain their eligibility for coverage.

Effective July 1, 2008, only full-time employees are eligible join the health insurance plan. Employee contribution shall be as follows:

1. Employee Contribution

Individual Plan .....10% of premium

Dependent Plan .....20% of premium ^

^ date of hire prior to July 1, 2018: dependent premium is 15%

2. Prescription Drug Copay

Effective September 1, 2015, the Association's prescription drug copay is a 3-tier copay plan.

Retail order copays are five dollars (\$5) for generic drug (tier I), fifteen dollars (\$15) for preferred drug (tier II), and thirty dollars (\$30) for non-preferred drug (tier III).

Mail order will be a three-month, 90-day supply for two copays (\$10 generic, \$30 preferred, \$60 non-preferred).

3. Dental Insurance

The District shall provide full-time employees a shared cost dental insurance plan at not less than current benefit levels. During enrollment or open enrollment, the employee may elect to enroll in the non-instructional or instructional dental plans. The District shall contribute \$120 to the plan for each enrolled Association employee.

4. The District shall allow part-time employees to purchase group health and dental insurance provided to Cafeteria employees. There shall be no District contribution for part-time employees' coverage.

5. Vision Insurance

Effective September 1, 2017, a vision plan shall be provided to full-time employees. For individual coverage, there is no cost to the employee. For dependent coverage, the employee contribution is 10% of the premium.

6. Disability Insurance

The district and food service representatives will investigate the cost of a disability insurance plan for food service workers as soon as practical but no later than 6/30/24

- B. An employee hired prior to July 1, 2018 who retires from the District may continue existing health and dental benefits if the following are met:

- Date of hire prior to July 1, 2018
- Have at least 15 years of district service (or 10 years of retirement service credit with the District)
- Be at least age 55

An employee hired on or after July 1, 2018 who retires from the District may continue existing health and dental benefits if the following are met:

- Date of hire on or after July 1, 2018
- Have at least 20 years of district service (or 15 years of retirement service credit with the District)
- Be at least age 55

To carry individual coverage, the retiree shall contribute on the same basis as an active employee. Dependent coverage may be maintained at full cost to the retiree.

## **ARTICLE VII RETIREMENT PROGRAM**

- A. The New York State 25 Year Career Retirement Plan; Section 41(j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law, will be in full effect during the term of this Agreement for all eligible employees. In addition, the New York State 20 Year New Career Retirement Plan, shall apply effective July 1, 1992. Under Section 41(j) allowable unused sick leave credit up to the limit set by ERS is applied as additional service credit, however; this time cannot be used to qualify a member for a benefit.
- B. Upon retirement, all unused sick leave not utilized under Section 41-j of the NYSRS will be converted to a non-elective employer contribution to an IRS Code Section 403 (b) account of the employee's choosing for the benefit of the employee. Each such day shall be valued at twenty-five dollars (\$25) per day to a maximum number of days as follows:

10 Month employees 35 days

Prep Kitchen Cook Managers 55 days

## **ARTICLE VIII POSTING OF VACANCIES**

If a job vacancy occurs in the Association or a new position is created, a representative of the District will notify the Association President of the vacancy or new position. If a written response to the notification is not made to the District within three days of Association's receipt of notification, other sources will be contacted to fill the vacancy or new position.

A bargaining unit employee will be awarded the vacant or new position only if (s)he meets the District's qualifications for the vacancy or new position.

## **ARTICLE IX SUCCESSFUL BIDDER**

- A. If a Food Service Helper who is earning less than the starting hourly rate for the Cook Manager position successfully bids for a Cook Manager position said employee will be paid the starting hourly rate of the Cook Manager position.
- B. If a Food Service Helper who successfully bids for a Cook Manager position is earning more than the starting hourly rate for the Cook Manager position the employee retain his/her hourly rate.
- C. If a Food Service Helper who successfully bids for a Cook Manager position is making an hourly rate which is higher than the current or previous Cook Manager, the employee will retain his/her hourly rate and suffer no reduction in rate.

## **ARTICLE X SENIORITY**

- A. Seniority - Seniority is defined as the length of service of an employee covered by this Agreement starting with the employee's most recent date of hire.
- B. New Employees - Each new employee covered by this Agreement shall be deemed for the first 52 weeks to be engaged for a trial or probationary period during which the employee shall be entitled to no seniority rating or right. If such newly hired employee successfully completes the probationary period the employee shall be credited with seniority as of his/her date of hire. Summer break and periods of leave exceeding one week will not count towards the 52 weeks of trial or probationary period.
- C. Occupation - The term occupation is hereby defined as meaning those job titles or job classifications which are listed and referred to in Schedule "B" attached hereto. Each employee will have occupational, as well as Association seniority.
- D. Layoff/Reduction of Hours - In the event of a layoff an employee will exercise and exhaust occupational seniority before utilizing Association seniority. Employees who have exhausted their occupational seniority and wish to utilize their unit seniority and cross-occupational lines may do so only if, in the discretion of the District or its designated representative, they are qualified in the new occupation. Employees who are laid off will be placed on a preferred eligible list (PEL) and entitled to the following, in order of their seniority:
  - 1. Recall to a vacancy having the same position title from which the employee was laid off.



2. An employee who is laid off or has hours reduced shall exercise occupational seniority first. When an employee is laid off or has hours reduced from a position title to which there is a direct line of promotion (Cook Manager, Stock Attendant, Food Service Helper I / II) shall displace the least senior incumbent of the lower level position provided the incumbent of the lesser position has less seniority and that the displaced employee meets the qualifications for the position. In the case of a reduction in hours, the District shall be the sole judge if the employee is qualified to successfully perform the primary tasks of the position that they are bumping to. The employee may be required to serve a probationary period in accordance with Civil Service regulations.
  3. The rate of pay for the employee bumping to a lower position shall be calculated in line with the hourly rate for the lower occupational title for the years of continuous unit service.
  4. The PEL shall expire two years from the date of its establishment.
- E. Recall - In the event of recall the employee with the greatest occupational seniority will be recalled first.
1. Employees who decline the recall or accept appointment in accordance with Article X.D.1 and X.D.2 will lose their PEL rights. Declining a recall will be deemed a resignation of employment effective the date of declination.
  2. Individuals placed on a PEL will provide the District with a current mailing address. The District will not be held responsible if the individual changes mailing address and fails to inform the District.

## **ARTICLE XI PAID HOLIDAYS**

- A. Full-time employees with any hire date and part-time 1 employees with a hire date prior to July 1, 2006 shall be paid their regular scheduled hours for the following holidays:
- Columbus Day
  - Veterans' Day
  - Thanksgiving Day
  - Christmas Day
  - New Year's Day
  - Martin Luther King Day
  - President's Day
  - Good Friday
  - Memorial Day
- B. Part-time 1 and Part-time 2 employees with a hire date on or after July 1, 2006 shall be paid their regular scheduled hours for the following holidays:
- Thanksgiving
  - New Year's Day
  - Memorial Day

## **ARTICLE XII RULES AND REGULATIONS**

The parties agree that reasonable Rules and Regulations made by the District, including the qualifications for employment, disciplinary measures and other pertinent matters relating to the cafeteria operations shall be observed and respected by all unit employees. A copy of these Rules and Regulations shall be made available to all unit employees.

**ARTICLE XIII  
DISCONTINUATION OF SCHOOL LUNCH PROGRAM**

In the event that the operation of the school lunch program (Cafeteria) is discontinued or subcontracted to a third party, the District hereby agrees to give the Association notice by March 1<sup>st</sup> for the following school year of said discontinuation; and the Association agrees that upon receipt of notice it, or its membership, have no recourse against the District or the Superintendent under the terms of this contract. The Association further agrees that the District will be under no obligation to provide employment within the District for the Association members.

**ARTICLE XIV  
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

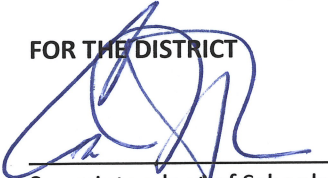
**ARTICLE XV  
TAYLOR LAW CLAUSE**

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.

**ARTICLE XVI  
TERM OF AGREEMENT**

The terms set forth in this Agreement are mutually agreed upon and shall be in full force and effect for the duration of July, 1, 2018 through June 30, 2021.

**FOR THE DISTRICT**



Superintendent of Schools  
Craig Tice, PhD

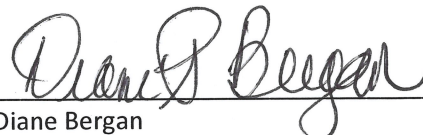
9/1/22  
Date

**FOR THE ASSOCIATION**



Angie Gatenby  
Association Co-President

9-2-22  
Date



Diane Bergan  
Association Co-President

9-2-22  
Date

## APPENDIX A WAGES

- A. All employees will be compensated at an hourly rate for hours worked during the school year.
- B. The hourly rate of employees will be increased on one of two dates (but not both):

1. JULY 1

Employees who are post-probation and have an hourly rate above minimum wage will have a rate increase as follows:

<b><u>Wage increases (per hour):</u></b>	<b><u>2022-23</u></b>	<b><u>2023-24</u></b>
a. Food Service Helpers	\$15.50 (+\$2.30)	+3.0%
b. Stock Attendant	+\$2.27	+3.0%
c. Assistant Stock Attendant	+\$2.29	+3.0%
d. Cook Managers	+\$1.35	+3.0%
e. Prep Kitchen Cook Managers	+\$2.04	+3.0%

<b><u>Starting wages for new hires:</u></b>	<b><u>2022-23</u></b>	<b><u>2023-24</u></b>
a. Food Service Helpers hired after 7/1/22	\$15.00	+3.0%
b. Stock Attendant	\$16.00	+3.0%
c. Assistant Stock Attendant	\$15.75	+3.0%
d. Cook Managers	\$17.50	+3.0%
e. Prep Kitchen Cook Managers	\$19.50	+3.0%

2. JANUARY 1

The hourly rate of employees in the probationary period, and those who earn minimum wage or less, will have their hourly rate adjusted to the current minimum wage effective January 1, 2023 and January 1, 2024, respectively.

- C. Starting Wage Schedule for New Hires

<b>Food Service Starting Wages</b>	<b>2022/23</b>	<b>2023/24</b>
<b>Title</b>	<b>Rate</b>	<b>Rate</b>
<b>Sub FS Helper (FSH)</b>	\$15.00	\$15.45
<b>FSH1 - Hired after 7/1/22</b>	\$15.00	\$15.45
<b>FSH1 - Hired prior to 7/1/22</b>	\$15.50	\$15.97
<b>FSH2 -Baker</b>	\$15.50	\$15.97
<b>Stock Attendant</b>	\$16.00	\$16.48
<b>Assistant Stock Attendant</b>	\$15.75	\$16.22
<b>Cook Manager</b>	\$17.50	\$18.03
<b>Prep Cook Manager</b>	\$19.50	\$20.09
<b>Sports Rate</b>	\$15.00	\$15.45
<b>Summer School Rate</b>	\$15.00	\$15.45

- D. All new employees will receive a one-time stipend of \$100 towards the cost of fingerprinting. This stipend will be paid in the 2nd pay following employment.

- E. Prep Kitchen Cook Managers will work an additional 15 days each summer. This work schedule is to be mutually agreed to by the supervisor and the employee.
- F. If a regular employee has perfect attendance for a full school year, an extra day's pay shall be paid to that employee. Personal business days submitted 48 hours in advance (less; if an emergency) and bereavement days shall not count against perfect attendance.
- G. The last day of work for all annualized employees will be the first day of Regents. Any hours worked by all staff after that date, will be paid per the record of time worked. A systematic procedure based on seniority will be utilized to assign extra work.
- H. All staff development days designated by the school lunch manager for all staff to work, will be paid per the record of time worked. For all employees, the School Lunch Manager may reduce the work schedule on no lunch days during the last five days of the school year that are paid from the record of time worked.
- I. The annualized salary of full-time employees shall be computed on the number of scheduled work days and applicable holidays, and paid on a biweekly basis over the scheduled pays from the beginning of the school year through the first pay in June. The days from the first day of Regents shall be paid after completion of the school year and processing of the record of time worked.
- J. Cook Managers that have a half hour lunch period scheduled by the School Lunch Manager shall be paid for the half hour lunch period if they do not leave school grounds. When the work schedule includes a paid lunch period, the Cook Manager is required to take the half hour lunch.
- K. Stipends will be paid to cook managers in prep kitchens (Prep Cook Managers). The first year of their appointment, the rate will be \$0.50/hour. The second year of their appointment and thereafter, the rate will be increased to \$1.00/hour and included in their salary.
- L. Longevity Stipend

Longevity stipend shall be increased by 5% in the 2022-23 and 3% in the 2023-24 school years. This shall sunset and expire at the close of business on June 30, 2024.

<b>Completed YOS</b> <i>(as of each 9/30)</i>	<b>2022-23</b>	<b>2023-24</b>
5 - 9	\$177.70	\$183.03
10 - 14	\$355.39	\$366.05
15 - 19	\$533.10	\$549.09
20 - 24	\$710.80	\$732.12
25 - 29	\$888.50	\$915.16
30 - 31+	\$1,066.18	\$1,098.17

YOS = Years of Service

## **APPENDIX B OCCUPATIONS**

Assistant Stock Attendant

Cook Manager

Food Service Helper I

Food Service Helper (help School Lunch Manager)

Food Service Helper II / Baker

Prep Cook Manager

Stock Attendant

Substitute Food Service Helper