

CONTRACT BETWEEN

THE

BARKER CENTRAL SCHOOL DISTRICT  
SUPERINTENDENT OF SCHOOLS

AND THE

BARKER CENTRAL SCHOOL  
CAFETERIA STAFF ASSOCIATION

July 1, 2025-June 30, 2027

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## ARTICLE I

### RECOGNITION

- 1.1. Whereas, the Barker Central School District Board of Education, having determined that the Barker Central School Cafeteria Staff Association is supported by a majority of the food service helpers, assistant cooks, and cooks, hereby recognizes the Barker Central School Cafeteria Staff Association as the sole and exclusive representative for the purpose of collective negotiations for all full-time regularly employed employees as follows:

Included:                      Food Service Helpers  
                                     Assistant Cook  
                                     Cook

Excluded:                     All other employees

- 1.2. The Barker Central School Cafeteria Staff Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
- 1.3. This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.

### DEFINITIONS

- 1.4.1. "District" means the Barker Central School District and is intended to refer to it as an employing entity. It applies to all persons (i.e., the Superintendent/Chief Executive Officer, Administrators, Supervisors) properly authorized to act on behalf of the Barker Central School District.
- 1.4.2. "Association" means the Barker Central School Cafeteria Staff Association.
- 1.4.3. "Employee" means a person incumbent in a position included in the unit described in Section 1.1 of this article.
- 1.4.4. Full-time employment is comprised of thirty (30) hours or more per week.
- 1.4.5. "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

## ARTICLE II

### BOARD RIGHTS

- 2.1. The management of the employer's operation and the direction of the work force in the operation of the work of the employer are vested in the Board and its Superintendent exclusively as functions of management including, but not limited to, the following rights:
- A. to hire, recall, transfer, and promote employees
  - B. to establish or eliminate employee classifications as the Board or Superintendent deem necessary or desirable in its operation
  - C. to reprimand, demote, suspend, and discharge employees
  - D. to lay off employees, on a temporary or permanent basis, because of lack of work or for other reasons determined legitimate by the employer
  - E. to determine the scheduling of work and the quality and quantity of work to be performed
  - F. to determine the materials to be used, and the methods, processes, and equipment to be employed
  - G. to adopt and change rules and regulations and rules of conduct as the employer deems necessary and proper to the conduct of its operations; and to enforce such rules and regulations and rules of conduct on its properties, in the employer's buildings and whenever employees are acting as representatives of the District
  - H. to assign employees to any task related to the running of the cafeteria and kitchen, regardless of their normal classification.
- 2.2. None of the above rules and regulations is to replace or supersede any existing State of New York Civil Service Rules or Regulations.

## ARTICLE III

### EMPLOYEE CONDUCT AND DRESS

- 3.1. All employees are expected, at all times, to conduct themselves in a courteous, friendly and businesslike manner, remembering that they are representing Barker Central School.
- 3.2. Employee misconduct or any action that is of an unsafe nature shall be reason for administrative reprimand. Misconduct shall include, but not be limited to, violations of law or school board policy, as well as administrative rules and regulations. Repeated misconduct shall be just cause for suspension without pay and/or dismissal. Any repeated violation of an unsafe nature shall also be just cause of suspension without pay and/or dismissal.

## ARTICLE IV

### WORK YEAR AND WORK HOURS

- 4.1. The period of employment shall be the student year plus days which may be assigned for the purpose of opening or closing the cafeteria operation.
- 4.2. The workday for all employees will be assigned by the School Lunch Manager and may be changed with prior notice.
  - 4.2.1 A fifteen (15) minute break will be provided each day for members of the Association based on a schedule which is agreeable to the Administration.
- 4.3. When an employee is required to return to Barker Central School after a regular or extended workday, holiday, Saturday or Sunday, they will be paid on an hourly basis according to the regular schedule plus \$1.00 per hour.

## ARTICLE V

### PHYSICAL EXAMINATIONS

- 5.1. Each employee must pass a yearly physical examination before beginning assigned duties each school year.

Employees must provide the School Lunch Manager with a completed Barker Central School Physical Examination Report signed by the school physician at District expense, or private physician at the employee's expense prior to taking an assigned task at the beginning of each school year.

The Board of Education reserves the right to order a physical examination of an employee at any time at District expense.

## ARTICLE VI

### PAID HOLIDAYS

- 6.1. Full-time employees shall be granted the following holidays with full pay if on active payroll on work day before and after holiday:
  - A. Columbus Day
  - B. Veterans' Day

- C. Christmas Day
- D. Day Before or After Christmas Day
- E. New Year's Day
- F. Day Before or After New Year's Day
- G. Martin Luther King Day
- H. Presidents' Day
- I. Memorial Day
- J. Juneteenth
- K. Good Friday
- L. Lunar New Year (If on a scheduled day of student attendance)
- M. Friday before Memorial Day (if given off for other staff CBA's)
- N. Labor Day in school years when student attendance is required before Labor Day
- O. Thanksgiving Day and the day after Thanksgiving

## ARTICLE VII

### LEAVES OF ABSENCE

- 7.1. Leaves of absence will be provided within the constraints of the provisions specified below in sub-article 7.2 through 7.5.3. A minimum of twenty-four (24) hours notice is required, except in the case of personal or family illness, where notice should be filed as soon as possible. All notice of requests for leaves of absence shall be filed with the School Lunch Manager. Failure to give said notice shall result in a day's salary deduction.

7.2. Personal Sick Leave

All full-time food service helpers and cooks will be credited with ten (10) days of sick leave per year.

Employees may accumulate up to three hundred (300) days of sick leave

7.3. Family Sick Leave

All full-time employees shall receive up to ten (10) days of sick leave each year in the event a spouse, parent, child, or any permanent resident of the employee's household is seriously ill. Such illness shall be of a magnitude requiring a medical doctor's attention and care. Family illness will be deducted from accumulated sick leave.

7.4. Personal Days

All full-time employees shall receive three (3) days each year for personal use. Requests for these days shall be on a form prescribed by the District. Personal days may NOT be used under any circumstance on the day before or the day after a scheduled school recess

or holiday. Unused personal days will be credited to accumulated sick leave. Use of a personal day may be used when the school is closed for emergency purposes.

7.5. Bereavement Leave

7.5.1. All full-time employees shall receive up to five (5) days of bereavement each year in the event of a death in the immediate family. Immediate family is defined as: wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and persons residing full-time in the household.

7.5.2. All full-time employees shall receive up to three (3) days of leave each year for attendance at funerals of persons other than the immediate family. The number of days granted will be determined by the School Lunch Manager.

7.5.3. Bereavement leave will be deducted from sick leave.

## ARTICLE VIII

### PAYROLL PROCEDURES

8.1 All cafeteria personnel will be paid on a regular basis. Except for the first week's pay being held back, pay will be on a current basis.

8.2 If school is closed after the workday begins for employees covered by this Agreement, the scheduled day's salary will be paid to employees who have reported to work.

## ARTICLE IX

### BENEFITS

9.1 Health Insurance

The District will pay 90% of the medical health premium for the full-time employees for the District's available managed care plan with the lowest premium. The District dental plan is available to all full-time employees at 100% employee expense, which will be paid through payroll deduction.

The District shall make available to the full-time employees a managed care plan comparable to the Traditional Blue Point of Service (POS298) plan. The prescription co-

payment shall be a minimum of \$5 per in-network prescription and \$10 per out-of-network prescription. The District shall be authorized to implement a three-tier managed care prescription card at a minimum co-payment share of (\$5 per generic prescription, \$10 per brand name prescription and \$25 per non-preferred brand name).

The District shall establish open enrollment periods. The full-time employees shall remit any required premium contribution(s) through payroll deductions.

Proof shall be supplied by the employee to the Business Office, as a condition of enrollment (and continuation of coverage) that "double" coverage does not exist. Such proof may include a sworn affidavit attesting that "double" coverage does not exist. Any other health insurance coverage, from any other source, shall constitute "double" coverage. The Board of Education will not contribute where double coverage exists.

The District reserves the right to change insurance carriers, plan administrators, plans and coverage benefits and shall be under no obligation to maintain a prior carrier under this provision.

## 9.2 In Lieu Of Health Insurance

The intent of this section is to eliminate payment for dual coverage.

A member will receive \$820 for a single plan, \$1,580 for a two-party plan, or \$2,360 for a family plan, whichever the member was eligible to receive, if the member does not elect to take the health insurance coverage.

The member will receive this payment, fifty percent (50%) payable in the first check in January and fifty percent (50%) payable in the last check in June.

The member must complete a full half-year without the District's health insurance coverage to receive the payment in lieu of insurance on the half-year cycle.

A member who has "medical double coverage" and is receiving the In Lieu of Health Insurance waiver will be allowed to participate in the District's dental plan and the District will contribute 100% of the dental premium for that employee.

A District-employed spouse, who is a member of this bargaining unit, is entitled to \$1,000, providing the other spouse is covered by a District-provided family or two-person health insurance plan.

The member understands that surrendering the health insurance is optional, and in order to be eligible the member must show proof of other health insurance coverage. The member may re-enroll in the District health plan, but only during the open enrollment period at the end of the school year or due to "legal status change" as defined by Section 125 of the IRS Code.

If, due to legal change in status as defined by Section 125 of the IRS Code, the member needs to return to health insurance under the District's plan the member is allowed to do so.

If there is any change in a tax law or the interpretation of such law, which alters the taxable status of the health insurance provided through this section, the parties shall meet and negotiate any changes necessary to preserve the non-taxable status of the health insurance benefit.

### 9.3 Retirement

9.3.1 Membership in Tiers I, II, III, IV, V or VI of the New York State Employees' Retirement system is required by law, except for employees hired prior to July 1, 1976 in a labor exempt or unclassified service. The District will pay its share of retirement benefits in accord with the tier placement of the employee.

9.3.2 A member of the Association, hired after July 1, 1989, who retires under the New York State Employee's Retirement System, who is at least fifty-five (55) years of age, and who retires from Barker Central School, shall be eligible to receive \$10 per day for all sick leave accumulated over one hundred (100) days up to a maximum of three hundred (300) days.

The conversion of unused sick leave to health insurance does not apply to this group.

9.3.3 For every three dollars (\$3.00) a unit member contributes to a tax-sheltered annuity in any pay period, the Board will match an additional dollar (\$1.00) in contribution up to a maximum of \$1,500 per year.

### 9.4 Social Security

All members of the Association shall participate in the Social Security withholding program. The District and the employee shall pay this tax at the rate set by the Social Security Administration.

## ARTICLE X

### WAGES

#### 10.1 Wages

All employees who work at least 50% of the scheduled days between July 1 and June 30 each preceding years of the agreement shall receive a 5% increase on July 1 each of the agreement.

Advancement of base rates for members shall only take place on the days noted in this agreement.

Employees hired after July 1, 2019 will have their starting wages determined by the District.

In the event that the state minimum wage increases during the term of the current CBA, all unit members whose hourly wage rates are not at least 2% above minimum wage shall receive a prospective hourly rate increase of 2% above the new minimum wage.

### WORKING AGREEMENT

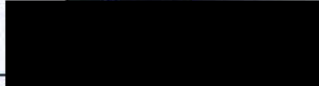
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by appropriate legislative body has been given approval.

This contract incorporates the entire understanding of both parties on all issues, which have been discussed during these negotiations. Therefore, both parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this contract, unless expressly and mutually agreed to otherwise.

This Agreement shall be effective on January 1, 2025 and expire on June 30, 2027.

#### FOR THE DISTRICT

Dated: 6/16/2025

  
Jacob L. Reimer, Superintendent

Dated: 6/16/2025

  
Lori Buffington

#### FOR THE ASSOCIATION

Dated: 6-16-2025

  
Deb Slovick