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**Contract Database Metadata Elements**

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Chenango Forks Central School  
District And Chenango Operations &  
Maintenc Assn

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AGREEMENT  
BY AND BETWEEN  
THE  
SUPERINTENDENT OF SCHOOLS  
OF THE  
CHENANGO FORKS CENTRAL SCHOOL DISTRICT  
AND THE  
CHENANGO FORKS SCHOOL OPERATIONS AND MAINTENANCE  
ASSOCIATION  
OF THE  
CHENANGO FORKS CENTRAL SCHOOL DISTRICT

7/1 1999-2002  
6/30

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

JUN 01 1999

EXECUTIVE DIRECTOR

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## RECOGNITION

By Resolution dated the 10th day of September, 1981, the Board of Education of the Chenango Forks Central School District duly recognized the Chenango Forks Operations and Maintenance Association as the exclusive negotiating agent representing the negotiating unit defined by said Board under Section 204 of the Public Employees Fair Employment Act of 1967.

## AGREEMENT

### ARTICLE I

This contract constitutes the full and complete agreement by and between the Chenango Forks Operations and Maintenance Association, hereinafter referred to as the Association, and the Superintendent of Schools of the Chenango Forks Central School District, hereinafter referred to as the Superintendent, regarding matters related to terms and conditions of employment. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Superintendent and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement. The Association and the Superintendent further agree that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all rights to manage, direct, and supervise the operations of the school district and the employees are vested solely in the Superintendent.

If any provisions of this agreement or any application of this agreement to any employee or group of employees covered thereby shall be found contrary to law by any court of competent jurisdiction or contrary to appropriate rules of the Civil Service Commission or of the Commissioner of Education, such provisions or applications shall not be deemed valid or subsisting except to the extent provided by law. All other provisions or applications of this agreement shall remain in full force and effect.

### ARTICLE II - Association Rights

A. The Association shall have the right to use appropriate district bulletin boards designated by the Superintendent or his designee, and upon prior written request, meeting rooms on a space available, no cost basis except where additional custodial services are required. It is understood that these facilities must conform to Article 414, New York State Education Law and are not to be used for local, state, or national political activities or purposes.

B. Upon individual member's written authorization to the school district treasurer, the district will deduct from the bargaining unit member's wage or salary and remit to the appropriate authority, the following:

1. Association dues.
2. The appropriate portion of the net premium for health and dental insurance.
3. Tax sheltered annuities.
4. Credit Union deductions.

The authorization for the foregoing deductions may be withdrawn by the member of the bargaining unit at any time by written notice to the school district treasurer.

C. The District shall deduct from the salary of each bargaining unit employee who is not a member of the Federation an agency fee. This fee, which shall be payable and forwarded to the Association in the same manner as members' dues, shall not exceed the dues amount.

The Association agrees to indemnify the District and hold it harmless against any and all claims that may arise against the District for complying with the agency fee provision. The District shall give to the Association President the original or true copy of any notice or claim made on the District pertaining to the agency fee provision.

### **ARTICLE III - Work Day, Work Week, Work Year**

A. It is agreed that the standard workday for members of the bargaining unit shall be eight (8) hours, that the standard work week shall be forty (40) hours per week, and that the standard work year shall be forty-two (42), or more weeks per year. Schedule of work hours shall be established by the bargaining unit members' immediate supervisor. Work in excess of forty (40) hours per week shall be paid at the rate of time-and one-half.

#### **B. OVERTIME/COMPENSATORY TIME**

If employees are required to work outside of their normal hours during any particular work week, they may be scheduled for time off at straight time within the same work week.

When employees are required to work beyond forty (40) hours in a given work week, they shall be granted compensatory time at the rate of time and one-half (1 ½) times the extra hours worked. Compensatory time must be used within thirty (30) days of it being earned. The supervisor must approve any request for the use of compensatory time. At the end of this thirty (30) day period, should the employee be unable to use the compensatory time or the employee was denied usage of the time by the supervisor or the supervisor could not schedule the time off, the overtime will be paid in the next available payroll.

**ARTICLE IV - Leaves**

**A. Sick, Personal Business Leave**

During the first year of their employment, full time members of the bargaining unit shall be entitled to five (5) sick leave days, one (1) day of which may be used for personal business. Each year thereafter, full time members of the bargaining unit shall be entitled to ten (10) sick leave days per year, two (2) of which may be used for personal business. Sick leave may be accumulated to a maximum of one hundred sixty (160) days.

Absence due to illness is for bonafide employee sickness and shall be deducted from accumulated sick leave.

Personal Business Leave may be granted only by prior application to the employee's immediate supervisor with the supervisor's recommendation, and the approval of the Superintendent or his designee. All requests for personal business leave must be made in writing with adequate reasons, at least three (3) days in advance of the date of the proposed leave. Such requests will be forwarded to the Superintendent for his authorization. Under unusual or emergency conditions, the Superintendent may waive the advanced request form.

**B. Vacation**

Paid vacation shall accrue to all full time members of the bargaining unit that work twelve (12) months per annum in accordance with the following schedule:

<u>Employment Years</u>	<u>Paid Vacation Per Yr.</u>
Less than one	3/4 day for each full month's employment, rounded to the next highest full number of days.
One through five	10 days
Six	11 days
Seven	12 days
Eight	13 days
Nine	14 days
Ten	15 days
Eleven through nineteen	20 days
Twenty or more	25 days

All vacation calculations shall be made July 1st of each year. Vacation time shall be taken during the regularly scheduled vacation periods with the approval of the Superintendent or his designee.

Vacations shall be scheduled by members of the bargaining unit in consultation with the members' immediate supervisor, with the approval of the Superintendent. The Superintendent reserves the right to make final determination as to vacation schedules.

C. Holidays

1. Full time, twelve month members of the bargaining unit shall receive the following paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
December 24	4 <sup>th</sup> of July
December 25	

Additional holidays for attendance will be granted to each employee in the subsequent school year as follows:

Perfect attendance	2 days
One day or less	1 day

Attendance for this section includes the usage of sick and personal time. The additional holidays are required to be taken on non-instructional holidays and are subject to approval by the Superintendent or designee.

In addition, other days may be granted at the discretion of the Superintendent in accordance with the needs of the school district.

D. Unpaid Leaves of Absence

Any member of the bargaining unit may request an unpaid leave of absence for the purposes of maternity, the assumption of family responsibilities, health or other legitimate purpose. Such requests shall be submitted to the Superintendent of Schools for his consideration not less than ninety (90) days prior to commencement of such leave. Such requests must be in writing and provide adequate reasons. Unpaid leaves of absence may be granted in increments of ninety (90) days, not to exceed a total of three hundred sixty (360) days for any such request. In a bonafide emergency, the ninety (90) days prior notice may be waived by the Superintendent.

Members of the bargaining unit shall notify the Superintendent of Schools thirty (30) days prior to the expiration of such leave (except in matters of health) of their intention to return to duty. The employees shall then be returned to the same duty classification, but not necessarily placed in the same position or location assigned upon commencement of the leave.

E. Bereavement

Up to three (3) days may be used for each death in the immediate family. Immediate family means: spouse, children, parent, mother-in-law, father-in-law, brother, sister, grandparent, or other person who served in a parental relationship (who raised the employee and who lives in the employee's home). Additional time may be requested from the Superintendent subject to his/her approval. Should additional bereavement time be denied by the Superintendent, up to two (2) days accumulated sick leave may be used.

ARTICLE V - Uniforms

A. Maintenance and cleaning personnel will be provided with uniforms by the school district as follows:

Newly Employed: 5 uniforms after completion of six (6) months.

5 uniforms per year thereafter.

It is understood that the maintenance personnel are required to maintain and launder their uniforms. It is further understood that uniforms will be worn on the job daily. Failure to do so could result in disciplinary action if the District believes it is warranted.

District to establish an average cost of 5 uniforms per year to provide an option of purchasing work-related clothing and/or shoes subject to District approval.

During July and August the Director of Facilities and Operations has the right to authorize revisions to the uniform requirements based on the type of work performed (i.e. the use of knee-length shorts). During the school year the requirement to wear uniforms will not be waived for any reason.

B. Bus Mechanics – The school district will maintain a weekly laundry service that will provide five (5) rental uniforms each week for each mechanic. In addition, two sets of coveralls will be provided each week to the person responsible for swimming pool maintenance.

It is agreed by both parties to this contract that the aforementioned employees will wear the uniforms provided, in the performance of their daily duties.



**ARTICLE VI - Salary and Wages**

A. For employees hired prior to July 1, 1999 the salary schedule for the jobs listed below are as follows:

Cleaners	Start	\$6.58
	After 6 months	6.99
	After 1 year	7.28
Maintenance	Start	\$11.09
	After 6 months	\$11.63
	After 1 year	\$11.90
Mechanics	Start	\$11.89
	After 6 months	\$12.54
	After 1 year	\$12.83

For employees hired after July 1, 1999 the salary schedule for the jobs listed below are as follows:

Cleaners	Start	\$6.58
Maintenance	Start	\$9.00
Mechanics	Start	\$11.89

D. The Board of Education, upon the recommendation of the Superintendent of Schools, reserves the right to increase the starting rate noted above as may be necessary to recruit qualified employees covered by this bargaining unit.

C. All returning employees covered by this agreement will receive the following salary increases:

1999-2000	3.25%
2000-2001	1.10% + \$400
2001-2002	3.00%

D. For exceptional and meritorious performance, members of the unit may be granted a merit increment upon recommendation of their supervisor and with the approval of the Superintendent of Schools.

E. For all full-time employees, longevity awards shall be paid as follows:

- After 5 years of continuous service - \$100 longevity award
- After 10 years of continuous service - \$200 longevity award
- After 15 years of continuous service - \$300 longevity award
- After 20 years of continuous service - \$400 longevity award

These awards shall be paid annually in lump-sum payments and are not added into the base pay of the employee.

Example:

Tom Johnson is employed on 7/2/96. On 7/2/01 Tom has worked continuously for the District. Tom will be paid a longevity award of \$100.

On 7/2/02 Tom is paid his longevity award of \$100.

On 7/2/03 Tom is paid his longevity award of \$100.

On 7/2/04 Tom is paid his longevity award of \$100.

On 7/2/05 Tom is paid his longevity award of \$100.

On 7/2/06 Tom is paid his longevity award of \$300 (after 10 years of continuous service an additional \$200 is added to the previous longevity award).

#### **ARTICLE VII - Health and Dental Insurance**

Members of the bargaining unit who are employed thirty (30) hours a week or more shall be eligible for the School Health and School Dental Plans. The school district shall contribute 85% of the premium and the unit members shall contribute 15 percent of the premium. The co-pay shall be modified to four (\$4) dollars for brand name prescription drugs and one (\$1) dollar for generic brand prescription drugs for the life of this agreement, or upon modification of same pursuant to a change in the application of same with the Chenango Forks Teachers Association. Employees hired after June 30, 1996 will be required to pay twenty-five (25%) percent of the health and dental premium required for the coverage selected.

#### **Retirees:**

1. For employees hired before 10/1/92 health insurance at retirement shall be 100% for individual coverage, 75% of the difference between family and individual coverage paid by the district. Dental insurance coverage at retirement shall be 75% district share for either individual or family coverage. The surviving spouse and dependents (as defined in the Internal Revenue Code) of retirees are coverable through the payment by said spouse or dependent of 25% of the cost of the plan.

2. Employees hired after 10/1/92 shall have their health insurance at retirement covered as follows:

After a minimum of ten (10) years of service, bargaining unit members will earn four percent (4%) per year of full time service, prorated for part-time service, not to exceed eighty percent (80%) of individual coverage or two and one-half percent (2.5%) per year of full-time service not to exceed fifty percent (50%) of family coverage/premium. All service is to be CFCS (or predecessor

district [only in the event of merger] service). The surviving spouse and dependents (as defined in the Internal Revenue Code) of retirees are coverable through the payment by said spouse or dependent of the corresponding percentage that was used prior to the death for family coverage. This percentage would apply to the subsequent individual or family policy (i.e. Retiree paid 60% of a family policy would equate to the survivor paying 60% of the survivor's individual or family policy).

**Survivor Insurance Upon Death of Employee**

The surviving spouse and dependents (as defined in the Internal Revenue Code) of active employees are coverable through the payment by said spouse or dependent of the following amounts for health coverage:

<u>Terms of Employee's Service</u>	<u>Payment</u>
0-10 years	COBRA coverage only
11-15 years	100% cost paid by the subscriber
16-20 years	District contribution shall be – \$100/month-individual coverage \$250/month-family coverage
Over 20 years	District contribution shall be – \$150/month-individual coverage \$375/month-family coverage

**Flexible Spending Plan:**

The District and Association agree to implement a Flexible Spending Plan. The conditions are as follows:

1. SIEBA is the plan administrator.
2. The cost for each spending account participating member shall be paid by the individual participating (currently \$3.25).
3. Automatic health and dental insurance premium conversion unless employee opts out.
4. Payroll withholding will be evenly withheld from October through June.
5. Medical spending account maximum is \$1,500. Dependent care spending account maximum is \$5,000.

**ARTICLE VIII - Subcontracting**

Notwithstanding the provisions of Article 14 of the Civil Service Law, the District and the Union agree that the District retains the right of subcontracting any work currently performed by any bargaining unit member.

**ARTICLE IX - Retirement**

Effective July 1, 1982, the district agreed to subscribe to the New York State Employees Retirement System Plan referred to as Section 75(i) on behalf of each eligible member of the bargaining unit.

### **ARTICLE X - Early Retirement Incentive**

1. Retirement at the end of the FIRST school year in which the employee IS ELIGIBLE FOR FULL (NON-DIMINISHED) RETIREMENT.
2. Written notice by January 1 in the year of retirement.
3. Payment as follows:
  - a) \$5,000 base payment for early retirement.
  - b) \$10 for each unused accumulated sick leave days up to one hundred fifty (150) days maximum.
  - c) An additional \$5 per day (up to one hundred fifty [150] days maximum) for employees with at least fifteen (15) years service in the district.
  - d) For each of the last ten (10) school years in which employee had no more than four (4) days total absence, an additional \$10 per day will be paid for unused sick days accumulated over the last ten (10) years (up to one hundred fifty [150] days maximum).
  - e) Lump sum payment to be made by October 1 or equal payments in the year of retirement.

### **ARTICLE XI - Tool Replacement Allowance**

Effective July 1, 1986 a tool replacement policy is in effect as follows:

- a. All tools owned by maintenance men and left on the job shall be covered.
- b. Individual lists are to be supplied by all maintenance staff on an annual basis subject to approval by the Superintendent or designee. Reimbursement for replacement tools will be restricted to those tools on the mutually agreed to list. The damaged/broken tool and an explanation of how it was broken on the job must be supplied to the District in order to receive reimbursement. Tools not on the inventory list will not be covered.
- c. Once a tool is damaged it will immediately be shown to the supervisor and if supervisor is not available to the Director of Transportation.
- d. Supervisor will approve tool replacement.
- e. Receipt marked paid will be shown to the supervisor with the replaced tool and a voucher will be prepared to reimburse the employee up to \$150 total a year.

## ARTICLE XI - GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this contract.

### B. Definitions

1. "Grievance" shall mean a claimed violation of a specific and express provision of this agreement.
2. The term "aggrieved" shall mean an individual covered under the terms of this contract.
3. "Immediate supervisor" means the building administrator or cafeteria manager, as the case may be, to whom the bargaining unit member is directly responsible. If the subject of the grievance is such that it crosses buildings or is District-wide, the immediate supervisor shall be the Superintendent.
4. "Days" shall be defined as those days when the office of the Superintendent is open for official school business except as otherwise specifically stated.
5. "Representative" means the individual(s) selected by the bargaining unit member to represent him/her at any or all stages of the grievance procedure. Said representative must be a representative or an official of the Chenango Forks Support Staff Association. Said individuals shall be limited to two (2) persons unless otherwise mutually agreed upon.

### C. Grievance Procedure

1. Any grievance statement submitted in writing shall include the name(s) and position(s) of the aggrieved, a concise statement of alleged violation, the specific provision(s) of the contract to which the grievance applies, and the kind of action the aggrieved desires the District to take to remedy the situation and shall be signed by the aggrieved.
2. All meetings or hearings involving grievances will be held either during unassigned time during the school day or after school hours as established by mutual consent.
3. The number of days at each stage will be considered as a maximum, except when by mutual written agreement the time limits are extended. Failure by the aggrieved to follow the time limits shall result in the dismissal of the grievance and further processing of same shall be barred. Failure by the employer to process the grievance in a timely fashion shall be considered a denial of the grievance and shall permit the processing of the grievance to the next step of the grievance procedure.

4. A grievance must be initiated within twenty (20) days of the event which gives rise to the bargaining unit member's grievance.

5. If a decision at any stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

6. The time limits specified for each stage in this procedure shall be measured from the date of the written document.

7. The aggrieved shall have a right to representation at all stages of the grievance procedure as defined in Article X B.5.

D. Grievance Stages

1. Stage I - Immediate Supervisor

(a) The aggrieved who alleges a violation under the terms of this contract will first discuss the matter informally with his/her immediate supervisor, within twenty (20) days of such alleged violation, with the objective of solving the matter satisfactorily.

(b) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved bargaining unit member within five (5) days of the informal conference, the written grievance shall contain the information set forth in Section C.1.

(c) Within five (5) days after the written grievance is presented to the immediate supervisor, (s)he shall submit a written reply to the aggrieved.

2. Stage II - Superintendent

(a) If the aggrieved is not satisfied with the disposition of the grievance at Stage I, an appeal may be filed with the Superintendent within five (5) days of the written answer. However, if the supervisor at Stage I was the Superintendent, the grievance shall be appealed within twenty (20) days of his/her written answer directly to Stage III. The appeal shall include a written statement of the grievance and the answer at Stage I.

(b) The Superintendent or his/her designee will conduct a hearing with the aggrieved within ten (10) days after receipt of the appeal.

(c) The Superintendent shall render a decision in writing to the aggrieved within five (5) days after the conclusion of the hearing.

3. Stage III - Board of Education

(a) If the aggrieved is not satisfied with the disposition of the grievance at the second stage, the aggrieved may submit the grievance to the Board of Education by written notice within thirty (30) days from the conclusion of the second stage.

(b) The Board will conduct a hearing on the grievance within thirty (30) days after receiving the appeal.

(c) The Board shall render a decision on the grievance, in writing, within ten (10) days of the hearing date or at its next official Board meeting whichever is later.

(d) Awards may not be retroactive beyond ten (10) days prior to the service of the Stage I written grievance.

**ARTICLE XIII - TERM**

A. IT IS FURTHER 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. This agreement entered into this 4<sup>th</sup> day of May, 1999, shall be in full force and effect from the 1st day of July 1999 through June 30, 2002.

Gene G. Lewis 5/4/99  
President, Chenango Forks  
Operations & Maintenance Association

Kathryn L. Backman  
Witness

Edward Emlich 5/4/99  
Superintendent of Schools

Kathryn L. Backman  
Witness

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