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Contract Database Metadata Elements

Title: **Horseheads Central School District and Horseheads Custodial-Maintenance-Food Service-Monitors Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO (2000)**

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Union: **Horseheads Custodial-Maintenance-Food Service-Monitors Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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AGREEMENT

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between

THE SUPERINTENDENT OF SCHOOLS
HORSEHEADS CENTRAL SCHOOL DISTRICT

and

The Civil Service Employees Assoc., Inc.,
Local 1000 AFSCME, AFL-CIO
for and on behalf of
THE HORSEHEADS CUSTODIAL - MAINTENANCE -
FOOD SERVICE - MONITORS UNIT

July 1, 2000 – June 30, 2005

HORSEHEADS CENTRAL SCHOOL DISTRICT
Horseheads, New York

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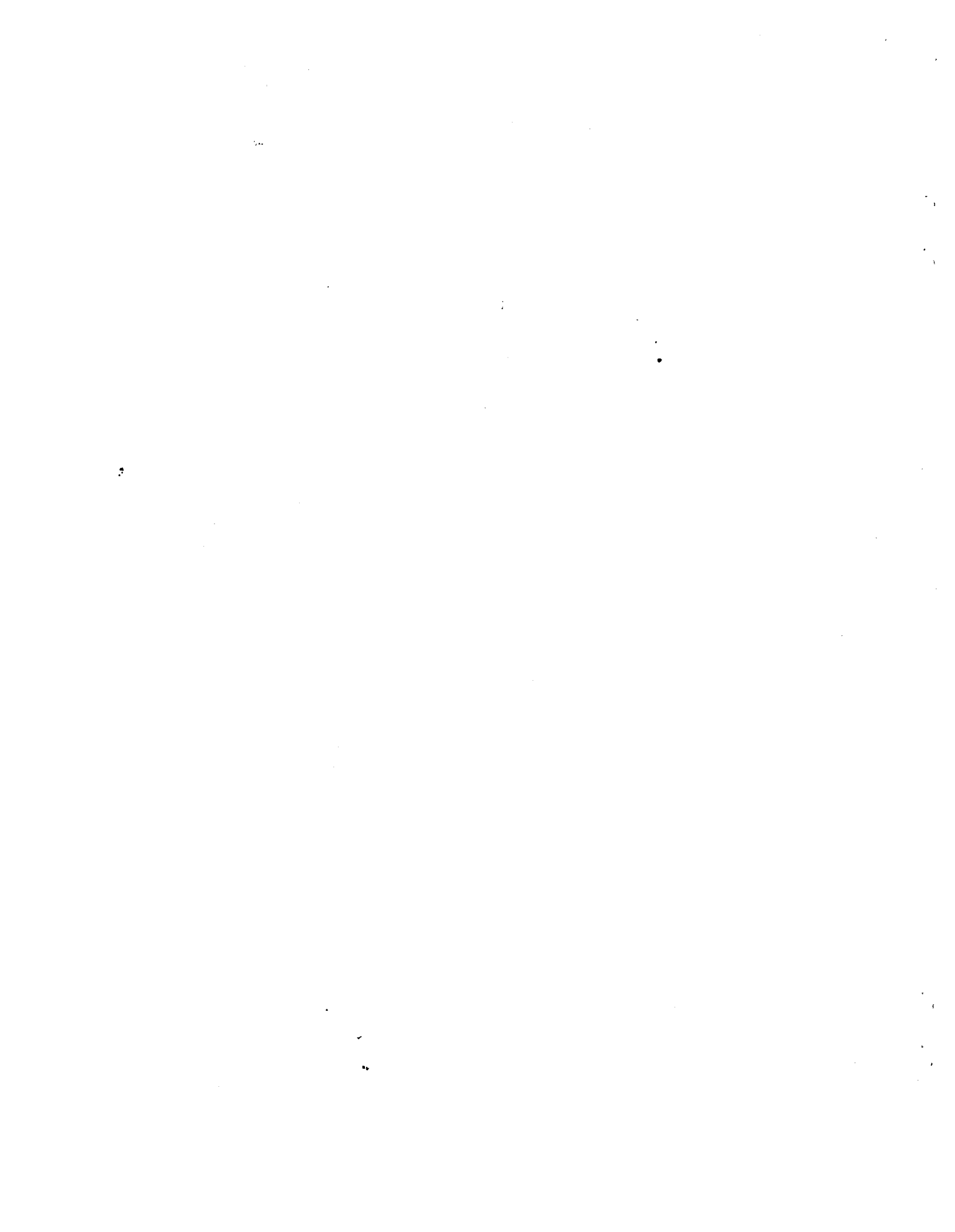
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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PREAMBLE	5
Article I. Salary and Insurance	5
A. Salaries	5
1. Starting Salaries	5
2. Increases for Current Employee.....	5
3. Longevities	5
4. Temporary Laborers - Hourly Rate	6
5. Clothing Allowances	6
a. Aprons	6
b. Shoe Allowance.....	6
c. Rain Suit and Boots	6
6. Food Service Workers	6
7. Promotion	6
a. Food Service Employees	6
b. Custodial-Maintenance Employees	6
c. Increase	6
8. Lunch for Monitors	6
9. Food Service Employees - Free Lunch	7
10. Food Service Employee - Banquet Time	7
11. Food Service Employees - Breaks	7
12. Food Service Employees - Emergency Closing.....	7
13. Payment for License.....	7
B. Health Care Coverage	7
1. Custodial - Maintenance Workers	8
2. Food Service Workers and Monitors	8
C. Disability Insurance	9
D. Employee Benefit Fund - "Platinum 12"	9
Article II. Holidays.....	9
Article III. Vacations - Custodial-Maintenance.....	10
Article IV. Work Day and Work Week - Custodial - Maintenance.....	10
A. Work Day and Work Week	10
B. End of Day.....	11
C. Overtime.....	11
1. Rate of Pay.....	11
2. Scheduling	11
a. Custodial	11
b. Maintenance.....	11
D. Sundays, Holidays and Vacation Time	11
E. Call Ins	12
1. Scheduled Activities.....	12
2. Emergencies.....	12
F. Snow Days	12
G. Replacing Absent Personnel.....	12
H. Compensatory time	12
I. The work year for Cafeteria and Monitor employees	12

Article V.	Leaves.....	12
A.	Sick Leave	12
1.	All employees	12
B.	Sick Leave Bank	13
C.	Personal Leave	13
D.	Funeral Leave	13
E.	Child Care Leave	12
F.	Union Business	14
Article VI.	Postings and Bids.....	14
A.	Custodial-Maintenance	14
1.	Posting	14
2.	Bids	14
3.	Promotions/Transfers	14
B.	Food Service and Monitors	14
1.	Job Posting.....	14
Article VII.	Job Descriptions and Job Roles.....	15
A.	Job Descriptions	15
Article VIII.	Labor-Management Committees	15
A.	Custodial-Maintenance	15
B.	Food Service and Monitors	15
1.	Custodial-Maintenance.....	15
2.	Food Service and Monitors.....	16
Article IX.	Posting and Bulletin Boards	16
A.	Bulletin Boards	16
Article X.	Evaluation System	16
A.	Purposes	16
B.	Procedures	16
C.	Right to Respond	16
D.	Copy of Evaluation	16
Article XI.	Public Employee's Fair Employment Act	16
Article XII.	Bargaining Agent.....	16
Section I.	.....	16
Section II.	.....	17
A.	Dues Deduction.....	17
B.	Credit Union Deductions.....	17
Section III.	.....	17
Section IV.	.....	18
Section V.	.....	18
Section 1.	.....	18
Section 2.	.....	18
Section 3.	.....	18

Section 4.....	18
Section 5.....	18
Section 6.....	19
Annual Convention	19
Section 7.....	19
Section 8.....	19
Article XIII. Leaves Following Termination of Sick Leave.....	19
Article XIV. Retirement.....	19
Article XV. Civil Service Classification	20
Article XVI. Grievance Procedure.....	20
A. Definitions.....	20
1. A "grievance".....	20
2. An "aggrieved party".....	20
B. Procedure.....	20
C. Stage 1.....	21
D. Stage 2.....	21
E. Stage 3.....	21
F. Reprisals.....	22
G. Availability of Documents	22
Article XVII. Seniority	22
Article XVIII. Disciplinary Procedure.....	22
Article XIX. Duration of Agreement	23
Article XX. Non-Discrimination	24
Signature Page.....	25
Appendix i—Bid Application Form.....	26



PREAMBLE

This Agreement is entered into July 1, 2000 by and between the Superintendent of the Horseheads Central School District, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for The Horseheads Central School Custodial-Maintenance-Food Service-Monitors Unit.

ARTICLE I Salary and Insurance

A. Salaries

All employees will be placed on the proper step based upon employment in this school district only. This will be determined as of July 1. No present employee will have a wage decrease as a result of this schedule.

1. Starting Salaries - Annual

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Cleaner	\$16,202	\$17,348	\$18,825
Lead Cleaner	\$16,202	\$17,348	\$18,825
Bldg. Maint. Mechanic	\$17,460	\$18,640	\$20,153
Food Service Driver	\$17,460	\$18,640	\$20,153
Courier	\$17,460	\$18,640	\$20,153

Starting Salaries - Hourly

Cleaner	\$ 7.78	\$ 8.33	\$ 9.04
Laundry Worker	\$ 7.78	\$ 8.33	\$ 9.04
Food Service Helper	\$ 6.14	\$ 6.67	\$ 7.36
School Monitor	\$ 6.14	\$ 6.67	\$ 7.36

2. Increases for Current Employees

Salaries for current unit members shall be increased by the following, effective July 1st of each year of this Agreement.

	CAFETERIA/MONITORS	OTHERS
July 1, 2000	4.75% Plus 15 Cents/hour	4.75% Plus \$ 300
July 1, 2001	5.50% Plus 36 Cents/hour	5.50% Plus \$ 700
July 1, 2002	5.50% Plus 51 Cents/hour	5.50% Plus \$1000

3. Longevities

- a. Food Service employees will receive a longevity increase of \$.05 per hour at steps 10, 15, 20 and 25.
- b. Laundry workers and Hourly workers will receive the following minimum hourly rate at Step 10.

2000-01	2001-02	2002-03
\$10.13	\$11.03	\$12.12

4. **Temporary Laborers - Hourly Rate**

	2001-02	2002-03
	\$ 6.00	\$ 6.05

5. **Clothing Allowances**

- a. Aprons - The District will provide each food service employee with two cloth aprons per year.
- b. Shoe Allowance - The District will provide a \$30 annual allowance for each food service employee and monitor to be used toward the purchase of shoes. Employees will receive this allowance on the first payday of each school year.
- c. Rain Suit and Boots - The District will provide one (1) rain suit and one (1) pair of boots for each building for the cleaners.

6. **Food Service Workers - Substituting in a Higher Classification: All rates are per hour, plus any longevities due.**

	2001-02	2002-03
Cook	\$9.50*	\$9.78*
Assistant Cook	\$8.50*	\$8.76*
Baker	\$8.50*	\$8.76*

*(Or 10 cents per hour above their regular hourly rate, whichever is greater.)

Employees who temporarily fill in for Cooks, Assistant Cooks or Bakers, will be paid at the rates listed above, with a minimum of 10 cents higher than their regular hourly rate.

Employees who temporarily fill in for Food Service Worker/Managers will be paid at the Cook rate listed above, with a minimum of 10 cents higher than their regular hourly rate.

Employees who temporarily fill in for Cook Managers will be paid a minimum of 75 cents higher than their regular rates.

7. **Promotion**

a. **Food Service Employees**

Newly hired or promoted **Cooks, Assistant Cooks and Bakers** will be paid in accordance with the following schedule plus any longevities previously earned.

Cooks	—	\$10.25	\$10.53
Assistant Cooks/Bakers	—	\$ 9.50	\$ 9.76

b. **Custodial-Maintenance Employees**

In the event that custodial-maintenance employees are promoted to a higher classification, their pay will increase by the dollar difference between the starting salaries.

c. **Minimum Increase**

Paragraph b. above notwithstanding, any promoted employee shall receive a minimum increase of fifty (\$.50) cents per hour at the time of promotion.

8. **Lunch for Monitors**

All monitors will be compensated for one half hour for lunch.

9. Food Service Employees - Free Lunch
A free lunch shall be given to each food service employee and cafeteria monitor and shall be included as a part of the wages paid to any herein. This clause will be considered null and void if it conflicts in any way with the Federal Fair Labor Standards Act as amended.

10. Food Service Employee - Banquet Time
Banquet time is to be compensated at time and one-half per hour. Banquet time is defined as night work, weekend work, and the 15 paid holidays as listed in the custodial section of the contract. Banquet work done after 3:00 p.m. will be paid at time and one half.

The School Lunch Director will maintain a list of employees in each cafeteria for the purpose of scheduling banquet time for the Food Service Helpers on a rotational basis. In circumstances where cooks are required or where help is needed without advance notice, the Director will use his judgment. Employees who decline to work will lose their turn in the rotation.

Banquet plans will be developed by the Director of Food Service or his designee and forwarded to the Cook Manager. The Cook Manager will discuss the scheduling of the additional work with the affected employees. Adequate additional time and/or staff will be scheduled as needed to perform the additional work. Any unit member who believes that the scheduled time is inadequate may contact the Director of Food Service who will review the situation and make a final determination.

When a Food Service employee performs banquet work and is the only employee working, the employee will be paid 50% of the difference between their current hourly rate and the starting assistant cook rate at time and one-half. Cooks in the same circumstances will receive their regular hourly rate plus 20 cents per hour at time and one-half.

11. Food Service Employees - Breaks
All Food Service employees (not monitors) who work over 4.5 hours will receive a paid ten minute break, scheduled by the supervisor.

12. Food Service Employees - Emergency Closing
When school is closed due to an emergency and an employee is requested to work, she/he shall be paid a minimum of three (3) hours pay at her/his regular rate. If the employee was not contacted and reports to work, she/he will be guaranteed a minimum of three (3) hours work.

13. Payment for License

Effective July 1, 2001, employees who are appointed by the Board of Education and are required by the District to acquire any license to perform the essential duties of their jobs, will have the cost associated with the earning of any such license paid by the District. Once any (excluding CDL's) such license is obtained, that employee shall receive a One Hundred (\$100) Dollar increase in his annual salary. Should the license requirement subsequently be removed from the essential duties of the job, the One Hundred (\$100) Dollar salary adjustment shall be removed from the effected employee's salary.

If the District requires an employee to gain an additional license, not required under that employee's job description, that employee shall receive additional compensation at the rate of Ten (\$.10) cents per hour.

B. Health Care Coverage

1. Effective July 1, 2001, unit members who are employed at least seven and one-half (7 ½) hours per day will contribute Five Hundred (\$500) Dollars for individual health care coverage in each contract year or One Thousand (\$1,000) Dollars for family coverage in each contract year. Coverages contained in the S-C-T Health Care Plan and Dental Rider will not change unless this is agreed through negotiations.

Effective July 1, 2001, *The Horseheads Central School District Health Care Plan administered through BlueCross BlueShield will be the provider. The dollar amounts set forth in the above paragraph are the total out of pocket expenses the full time unit member is obligated to pay in each contract year.*

Effective July 1, 2001, all unit members employed less than seven and one-half (7 ½) hours per day shall receive health insurance coverage according to the following schedule:

HOURS WORKED PER DAY	INDIVIDUAL PLAN CONTRIBUTION	FAMILY PLAN CONTRIBUTION	
		2 People	3 or More
7.0	\$ 930	\$2,360	\$3,160
6.5	\$ 965	\$2,430	\$3,230
6.0	\$1,000	\$2,500	\$3,300
5.5	\$1,035	\$2,570	\$3,370
5.0	\$1,065	\$2,630	\$3,430
4.5	\$1,100	\$2,700	\$3,500
4.0	\$1,135	\$2,770	\$3,570
3.5	\$1,165	\$2,830	\$3,630
3.25	\$1,185	\$2,870	\$3,670
3.0	\$1,200	\$2,900	\$3,700

The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will cooperate with the Association in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the Association shall receive a portion of any cost savings the adopted alternative plan may realize.

Dental coverage will be provided to employees who request such coverage by October 1st of each contract year under the dental insurance plan known as "Plan A+1" and the District shall pay ninety (90%) percent of the premium cost. New employees shall be eligible, upon request, at time of hire.

C. **Disability Insurance**
Disability and Worker's Compensation insurance will be provided for all regular employees in the unit. The District will pay the full cost of the premium. When the District is reimbursed by either insurance carrier as provided herein, employees will have any sick leave usage returned to them on a day for day, pro-rated basis.

D. **Employee Benefit Fund - "Platinum 12"**
The District shall participate in and pay one hundred sixty-one dollars and thirty-one cents (\$161.31) to the CSEA Employee Benefit Fund for each bargaining unit employee, for the purpose of providing the Optical Plan known as "Platinum-12."

Article II. **Holidays**

Fifteen paid holidays will be granted each school year for the life of this Agreement for the custodial-maintenance workers. Food Service employees, including monitors, will be paid for ten holidays and will be paid on the basis of average hours worked for the pay period within which the holiday falls.

- | | | |
|-----|--------------------------|-----------------------------|
| 1. | <i>July 4, 2001</i> | Fourth of July |
| 2. | <i>September 3, 2001</i> | Labor Day |
| 3. | <i>October 8, 2001</i> | Columbus Day * |
| 4. | <i>November 12, 2001</i> | Veteran's Day * |
| 5. | <i>November 22, 2001</i> | Thanksgiving Day * |
| 6. | <i>November 23, 2001</i> | Day after Thanksgiving * |
| 7. | <i>December 24, 2001</i> | Day before Christmas |
| 8. | <i>December 25, 2001</i> | Christmas* |
| 9. | <i>December 31, 2001</i> | New Year's Eve Day |
| 10. | <i>January 1, 2002</i> | New Year's Day * |
| 11. | <i>January 21, 2002</i> | Martin Luther King, Jr. Day |
| 12. | <i>February 18, 2002</i> | Presidents' Day* |
| 13. | <i>March 29, 2002</i> | Good Friday * |
| 14. | <i>April 15, 2002</i> | Spring Recess Monday * |
| 15. | <i>May 27, 2002</i> | Memorial Day * |

The future 15 paid holidays shall be mutually scheduled by the parties to this agreement. Regardless of any changes in the school calendar, the Food Service employees and Monitors are guaranteed ten*(10) paid holidays each year for the life of this contract.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday and when a holiday falls on a Sunday, it shall be observed on the following Monday. An employee required to work on a holiday or on a day designated as a holiday, shall receive pay at the rate of two (2x) times his regular pay, in addition to his holiday pay.

Article III. Vacations - Custodial-Maintenance

The present vacation schedule will continue in effect as follows:

1. If employed less than one year but six months or more prior to July 1, the employee is eligible for one (1) week of vacation.
2. If employed one year or more prior to July 1, the employee is eligible for two (2) weeks of vacation.
3. The employee is eligible for two (2) weeks and one (1) day at the fifth step. This employment with the District must be continuous.
4. The employee is eligible for three (3) weeks and one (1) day at the tenth step. This employment with the District must be continuous.
5. The employee is eligible for four (4) weeks and one (1) day at the fifteenth step. This employment with the District must be continuous.
6. The employee is eligible for four (4) weeks and two (2) days at the twentieth step. This employment with the District must be continuous.

Employment must begin on or before January 1 to be eligible for annual increments.

For the purpose of this Article, layoff or a leave of absence without pay shall not interrupt the accumulation of continuous service although the period of layoff or leave shall not count toward continuous service.

Vacation requests of two (2) days or more, will require forty-eight (48) hours notice and twenty-four (24) hours notice for requests of less than two (2) days, except in the case of emergencies. All requests require the approval of the employee's immediate supervisor, whose approval shall not be unreasonably withheld.

Article IV. Work Day and Work Week - Custodial - Maintenance

A. Work Day and Work Week

The Regular workweek for the custodial (and, or) cleaner personnel is Monday through Friday, as designated by the Director of Facilities Services. The regular workday for custodial (and, or) cleaner personnel shall begin between the hours of 6:00 a.m. and 7:00 a.m. The Regular workweek for the Maintenance personnel is Monday through Friday, with a starting time any time between the hours of 5:00 a.m. through 7:00 a.m., as designated by the Director of Facilities Services. Effective July 1, 2001, a Maintenance Department "Evening Shift" (s) will be for new hires only. Evening Shift may begin at any time between the hours of 2:30 p.m. and 5:00 p.m., with a workweek of Tuesday through Saturday. All workweeks shall be for five (5) consecutive days, and eight (8) consecutive hours.

The work day for custodial and maintenance will be eight (8) hours when school is in session and will be seven (7) hours when is not in session. School will be considered to be in session when either elementary or secondary students are in attendance for either instruction or examination. On seven (7) hour days, time worked beyond the seven (7) hours will be paid at time and one-half.

Unit members on a 7:00 a.m. to 3:30 p.m. shift unable to report to work will call the maintenance department by 6:00 a.m. Those on all other shifts will call the maintenance department by 11:00 a.m.

B. End of Day

The employer agrees that the employee shall finish the days' work where he has left his own private vehicle.

C. Overtime

1. Rate of Pay

Hours over 40 in any one week shall be paid at time and one-half. During any full week when school is not in session, any employee who works over 35 hours will be compensated at time and one-half. All overtime work shall have had the prior approval of the Director of Facilities Services or his designee. Sick Leave, including personal leave, shall be excluded as time worked for computing overtime.

The Director of Facilities Services and the Head Cleaner shall not perform those duties regularly assigned to the employees, nor perform duties which would deny any employee overtime.

Exceptions to the above, however, include training and emergency situations where time is a major factor.

2. Scheduling

a. Custodial

A rotating schedule for overtime shall be adopted for custodial workers. Such employees may elect to have their names removed from the rotation list. The rotating schedule shall be used in individual buildings. In cases of emergency, however, the Director of Facilities Services shall use his discretion in assigning overtime. Employees working on an overtime activity may be directed to perform additional duties. If overtime is required on a weekend for an event that is scheduled in advance, 48 hours notice will be given to individuals requested to work.

The four hour custodian will be eligible to work overtime activities in assigned facility, based upon the rotating overtime schedule.

b. Maintenance

For snowplowing, a rotation schedule shall apply to maintenance employees.

D. Sundays, Holidays and Vacation Time

Double time will be paid when employees work for an activity on Sundays, holidays and vacation time.

- E. **Call-Ins**
 - 1. **Scheduled Activities**
Whenever employees are called in, they will be guaranteed a minimum of 3 hours. Employees not notified of a cancelled activity will receive 3 hours pay and will not be required to remain at the job site.
 - 2. **Emergencies**
In the case of an emergency call, in a recall to work, the employee will be paid three (3) hours minimum at the overtime rate of time plus one-half.
- F. **Snow Days**
All people who work an afternoon or evening shift will instead work 9:00 a.m. - 4:30 p.m..
- G. **Replacing Absent Personnel**
When replacing day personnel, the Senior Night Cleaner within the affected building will be asked first. When replacing elementary night personnel, the jump cleaner assigned to that building will be asked first.
- H. An employee, at his option, may elect compensatory time, to a maximum of forty (40) hours per fiscal year, in lieu of any overtime or call-in time provided for in this Article, at the appropriate overtime rate. [Note: this provision will become effective when such a provision becomes effective for the Non-Instructional Supervisory Bargaining Unit. Until this occurs, the provision and practice provided in and consistent with the previous collective agreement shall remain in full force and effect.]
- I. The work year for Cafeteria and Monitor employees shall be 190 days, including paid holidays. Employees who work, (or are on paid leave) in excess of 190 days, shall be paid their regular daily rate for all such days worked. Any days that employees are offered work on an individual option basis (excluding "snow" or "weather" days) and refuse same shall be counted towards the 190 day total.
- J. **Employees who serve as volunteer firemen and/or emergency squad members will be allowed to perform emergency volunteer work during scheduled work hours with the approval of their immediate supervisor, with no loss of pay, when requested to so such work by the fire chief or his designee of the volunteer fire department and/or emergency squad. Employees will not be penalized if they are present at the site of an emergency when their scheduled work starts and if required to remain on emergency duty by the fire chief or his engineer. Employees who are at work at the time of an emergency call shall, if performing work "critical" to the continued operation of the District, remain on duty and complete such work prior to responding to the outside emergency.**

Article V. Leaves

- A. **Sick Leave**
 - 1. **All employees**
Custodial-Maintenance employees shall receive twelve (12) days per year at full salary, accumulative to 200 days maximum and Cafeteria-Monitor employees shall receive ten (10) days per year accumulative to 145 days, to be utilized for personal illness or injury. Ten (10) days per year may be utilized for illness and injury in the immediate family. Immediate family shall be defined as in the first sentence of Paragraph D.1. of this Article. Sick leave may also be utilized for

medical and dental appointments. Sick leave and personal leave (defined later in this Article) may be utilized in two (2) hour increments. Absence beyond twelve (12) days in any one year shall be subtracted from the accumulated total. The maximum may not be exceeded, but as soon as a person falls below that total, he may continue to accumulate as before.

New employees will be credited with sick leave as follows:

<u>If Employment Begins in Period:</u>	<u>Sick Leave Accumulation:</u>
July 1 through September 30	12 days
October 1 through December 31	9 days
January 1 through March 31	6 days
April 1 through June 30	3 days

For Food Service and Monitors during the first year of employment, sick leave must be earned at the rate of one (1) day per month of employment before being used.

B. Sick Leave Bank

A sick leave bank has been established for all employees covered by this contract. It is to be used in the event of continuous illness or an extended disability which would result in the use of more sick time than accumulated.

A request in writing, along with a statement from a medical doctor indicating nature of illness or disability and time of return to duty, shall be presented with such request. The Superintendent may request a school doctor to conduct such examination.

Extended sick leave for this bank shall be accumulated as follows:

1. One half day of sick leave shall be placed in the bank for each day of unused sick leave to a maximum of fifty (50) such days. Such accumulation shall be from the initial day of employment.
2. Such days shall be used only when there are no sick days remaining which were accumulated as described above.
3. The calculations for this bank shall be determined on June 30th of each school year, and the members will be notified of their status relative to their total accumulation.

C. Personal Leave

Each employee is eligible for two (2) days of personal leave per year upon the approval of his application for such leave. This leave may not be used to extend a vacation or holiday nor in conjunction with any other leave of absence, without prior approval of the employee's Supervisor. Personal leave days not used during the year will be credited to sick leave days as of July 1 of the following year. Applications for personal leave must be submitted forty-eight (48) hours in advance, except in an emergency.

D. Funeral Leave

1. Due to the death of an employee's father, mother, son, daughter, spouse or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother or father-in-law, or grandparents or grandchildren, up to three (3) days absence shall be allowed at full pay. This leave shall not be charged against sick leave.

2. If such death occurs while the employee is on vacation or leave, he or she shall still be entitled to full bereavement time off up to the five or three days.

E. Child Care Leave

The mother of a newborn child, or one who has adopted a child under three years of age at the time of the adoption, shall be entitled to an unpaid leave of absence for the purpose of child care of said newborn child or adopted child, for a period of one year, subsequent to the natal date or from the date of the adoption. The District shall comply with the FMLA.

F. Union Business

The officers or shop steward will be allowed reasonable time off with pay to pursue the functions of the union. Such time defined as grievance and attending negotiation sessions. Negotiation sessions will normally be scheduled after the day shift, but if such negotiations go into impasse, negotiation sessions may, by mutual consent, be scheduled during the work day. A limit of 6 employees will be allowed to pursue negotiations or grievances on school time.

Article VI. Postings and Bids

A. Custodial-Maintenance

1. Posting

Posting of vacancies and/or new jobs: As a vacancy or new job is created, the employer shall immediately post in the space provided for CSEA notices, a notice of such vacancy or job.

Such notice to include:

- Title of job
- Shift involved
- Job description
- Salary scale (if applicable)
- Location of job
- Supervisor
- Bid deadline (5 business days)

Interested employees may apply for such jobs on forms provided. (see Appendix i)

2. Bids

Upon receipt of a proper bid and after consideration of both time in classification and qualifications, the applicant best qualified will be placed in the job. Determination of such qualifications will be the prerogative of the employer. When senior employee is not appointed to job bid upon, and said employee feels the decision was unfair, he may ask the Horseheads Association President to contact the Director of Facilities Services, the Business Manager and the Assistant Superintendent for Administrative Services for an explanation. The District will give copies of all bids for job transfers or upgrading to the CSEA president.

3. Promotions/Transfers

All promotions or lateral transfers are, by Civil Service Rule, "probationary" for a period of 90 calendar days.

B. Food Service and Monitors

1. Job Posting

Employees who may be interested in a different work location must inform the

school lunch office of the interest in a lateral transfer.

Whenever there is a vacancy in any position involving 3.5 or more hours in the food preparation and service employment area, the employer will post a notice of the position, or positions, and their hourly or salary rate on the bulletin boards of the schools employing such personnel for at least three (3) full work days prior to filling the position.

In the case of monitor positions, all such openings shall be posted and the three and one-half (3.5) hour daily minimum will be waived.

Monitor openings shall be posted on cafeteria bulletin boards.
Job Descriptions and Job Roles

Article VII.

- A. Job Descriptions
Job descriptions shall be developed and posted by the Director of Facilities Services covering each specific job in the system, listing:
- Skills involved
 - Duties involved
 - Responsibilities involved
 - Supervision involved
 - Authority involved

Should there be any discrepancies and/or disagreements as to the appropriateness of a job description as developed in accordance herewith, the Civil Service Job Description for the position in question shall prevail.

Article VIII.

Labor-Management Committees
For the first year of this agreement, labor-management committees will be established and continued for the term of this agreement only upon mutual agreement. Two committees will be formed as follows:

- A. Custodial-Maintenance
District members will be the Head Cleaner and any others the District may choose to a maximum of 3. CSEA members shall include CSEA field representative, president of the unit and two members of the unit.
- B. Food Service and Monitors
District members will be the Food Service Director and any others the District may choose to a maximum of 3. CSEA members shall include CSEA field representative, president of the unit and two other members of the unit. Other personnel will be in attendance as invited.

The committees shall have the authority to make formal recommendations to the District and to CSEA, and these parties are hereby empowered to adopt such recommendations by mutual agreement. Such recommendations shall be placed in the written form of Memorandum of Agreement and signed by the District, CSEA Field Staff, and CSEA Unit President. Such formalized Memorandum of Agreement shall be attached to the contract agreement and shall become part of that Agreement for its duration.

Agendas will be prepared as follows:

1. Custodial-Maintenance - by the President of the CSEA Custodial-Maintenance unit and the Head Cleaner."

2. Food Service and Monitors - The agendas will be prepared by the President of the Food Service and Monitor Unit and the Director of Food Service.

The agenda is to be completed and sent to members one week prior to the meeting date.

Items can include, but not be limited to: administration of the contract, mutual problem-solving and suggestions for the smooth operation of the Horseheads Custodial-Maintenance-Food Service-Monitors Unit, CSEA.

Article IX. Posting and Bulletin Boards

A. Bulletin Boards

The Union will be permitted to use school bulletin boards to post notices of union meetings and other notices of union business. No notices will be posted or distributed except on this board. Its contents shall relate only to union activities and shall not be of a controversial nature.

Article X. Evaluation System

A. Purposes

The major purposes of the evaluation system include the following:

1. promotion of the growth and development of the District's staff.
2. provide for a systematic evaluation of staff.
3. provide for the commendation of employees whose job performance is exemplary.
4. provide data for recommendations for change in assignments.

B. Procedures

1. Evaluations will be conducted in writing on an annual basis by the Director of Facilities Services or Director of Food Services or their designee.
2. This evaluation will be reviewed with the employee at a scheduled conference.
3. At the conclusion of the conference, the evaluation form shall be signed by both the evaluator and the employee.
4. Written evaluations will be forwarded to the Human Resources Office by May 1st of each year.

C. Right to Respond

A member shall have the right to make a written response to his/her evaluation and to have that response attached to the copy of the evaluation in his/her personnel file.

D. Copy of Evaluation

A member shall be furnished with a complete copy of the evaluation report for his/her own records.

Article XI. Public Employees' Fair Employment Act

The Public Employees' Fair Employment Act, the Civil Service Law, and the local laws not inconsistent with said act, shall govern the terms of this Agreement.

Article XII. Bargaining Agent

Section I.

The Employer recognizes the Civil Service Employees Association, Inc., Local 1000

AFSCME AFL-CIO as the sole and exclusive bargaining agent and representative for all Custodial, Maintenance, Food Service and Monitors included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employees' Fair Employment Act.

The Unit will consist of:

- A. Those who encumber a position on a probationary, or permanent basis in one of these areas:**

- | | |
|----------------------------------|-------------------------|
| 1. Courier | 7. Cook |
| 2. Building Maintenance Mechanic | 8. Assistant Cook |
| 3. Laundry Worker | 9. School Monitor |
| 4. Cleaner | 10. Food Service Driver |
| 5. Food Service Helper | 11. Custodian |
| 6. Baker | 12. Lead Cleaners |

Exceptions to the above will be those supervisors in the non-instructional supervisor's unit.

- B. Temporary Laborers - they are defined as people who encumber a position for a set period of time, not to exceed 12 weeks at any one time.**

Section II.

A. Dues Deduction

The Civil Service Employees Association, Inc., (CSEA) will have the exclusive rights to payroll deduction of dues, agency fees and Union sponsored insurance and benefit programs premiums for employees covered by this Agreement. Such dues, Security Term Life Insurance and Income Disability will be remitted (in a single check) to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210, on a payroll period basis. The Employer agrees that it will deduct from the wages of the members of CSEA, through no more than one payroll slot, and remit (in a single check) to Jardine Group Services Corp., P.O. Box 956, Schenectady, N.Y. 12301-0956, all other CSEA sponsored insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. No other organization will be accorded payroll deductions privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

- B. Credit Union Deductions: The Association has the right to have unlimited changes in payroll deductions for Credit Union transactions.**

Section III.

Access to Employees

The Union and its designated agents shall have the sole and exclusive right of access to members of the bargaining unit during working hours to explain Civil Service Employees Association - sponsored benefits and programs.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The employer

further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Horseheads Central School District during the period Civil Service Employees Association, Inc. is legally recognized as the bargaining agent for the members of this unit.

Section IV.

Information

On the effective date of this Agreement, the employer shall supply to the Civil Service Employees Association, Inc. Custodial-Food Service's Unit President a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, and first date of employment. Such information shall hereafter be provided to the Civil Service Employees Association, Inc. Custodial-Food Service and Monitors' Unit President when requested but no more frequently than on a quarterly basis.

When any personnel are hired, terminated, or transferred, the President of the Unit shall be notified within five (5) working days in writing as to the effective date of the employment, termination, or transfer, name of individual, salary, step, classification and location of the job.

Section V.

Reciprocal Rights

- Section 1. The employer recognizes the rights of the employees to designate representatives of the Civil Service Employees Association, Inc. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employees.
- Section 2. The employer and the Civil Service Employees Association, Inc. shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or age.
- Section 3. The Civil Service Employees Association, Inc. agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement and will use its best endeavors to protect the interests of the employer to conserve property, protect the public and give service of the highest quality.
- Section 4. The Civil Service Employees Association, Inc. shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board or the Assistant Superintendent for Administrative Services.
- Section 5. The officers and agents of the Civil Service Employees Association, Inc. shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this contract. The Unit President or his/her designee shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract. Such person shall be permitted a reasonable amount of free

time from his/her regular duties in order to fulfill his obligations in this regard. It is understood and agreed that except in the case of an extreme emergency, the immediate supervisor shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose. In case of emergency the person will notify the immediate supervisor prior to the meeting.

- Section 6. Employee Organization Leave - Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:
- A. An employee who is a member of the Civil Service Employees Association, Inc. Board of Directors shall be granted two days leave per year, without charge to accumulated credits, to attend Board of Directors meetings.
 - B. An employee who is a delegate to the Civil Service Employees Association, Inc. Annual Convention shall be granted two days leave per year, without charge to accumulated credits, to attend the Civil Service Employees Association, Inc. Annual Convention.
 - C. An employee who is an elected or appointed official of Region V Civil Service Employees Association, Inc. shall be granted two days leave per year, without charge to accumulated credits, to attend meetings and official functions as called by the Regional President.

Section 7. Negotiation sessions will be scheduled by mutual agreement. If such sessions are scheduled during school hours, the Civil Service Employees Association, Inc. negotiation team shall be released to attend.

Section 8. The officers and designated representatives of the Civil Service Employees Association, Inc. Unit shall be allowed reasonable time off with pay to process grievances.

Article XIII. Leaves Following Termination of Sick Leave

The rule of the Chemung County Civil Service regarding leave of absence upon termination of sick leave shall be followed. This rule states that any permanent employee who exhausts his/her sick leave is automatically entitled to a one year leave of absence without pay, commencing on the date that sick leave terminates.

If the employee's physician is other than a school doctor, the Board shall have the right to have the employee examined by a school physician to determine whether he/she is physically able to perform the duties of the job from which the employee has been on leave. If possible, the Board will always permit return prior to expiration of leave.

ARTICLE XIV. Retirement

The 75-i New York State Employees Retirement Plan is provided to all regular employees upon application. Section 41-j is in effect upon retirement.

Effective July 1, 2001, employees who have [1] fifteen (15) or more years employment with the Horseheads School District; [2] have met their Tier qualifications for undiminished retirement;+ and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance paid from the date of leaving to their Medicare eligible date* at the same rate as active employees.

Any adjustment in the amount of District payments included in any future collective bargaining agreements with this unit will be applied to people already qualifying for health insurance coverage under this article.

- **At Medicare Eligible Date, insurance provided will be the Medicare supplement, including prescription rider.**
- # **Hours worked shall be computed by averaging the employee's five (5) highest years of employment with the District. Years do not need to be consecutive years and such computation does not include overtime hours.**
- + **For Food Service Workers and Monitors, Tier Qualifications for undiminished retirement, shall be understood to mean school years worked, based on July 1st. – June 30th., and shall not be determined by total hours worked within that 12-month period as is currently utilized by the NYS Retirement System. Such employees shall be eligible for the benefits contained in this Article, whether or not they are members of the NYS Retirement System.**

Article XV. Civil Service Classification

All personnel in competitive classifications to have tenure as prescribed by Civil Service Law. Personnel without permanency may appeal termination of employment to the Director of Facilities Services, the Business Manager and the Assistant Superintendent for Administrative Services through the Horseheads Association President for an explanation.

Article XVI. Grievance Procedure

- A. **Definitions:**
 - 1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
 - 2. An "aggrieved party" is any employee covered by this agreement as described in Article I.
- B. **Procedure:**
 - 1. A grievance shall be deemed waived unless it is submitted at the first available stage within ten (10) school business days after the aggrieved knows or should have known of the events or conditions on which it is based.
 - 2. All grievance discussions, meetings, conferences, hearings shall be conducted by mutual agreement of both parties.
 - 3. The time limits at any step(s) may be extended by mutual agreement.
 - 4. All matters of discipline or discharge shall be submitted directly to Stage 2 within

three (3) school business days after such discipline or discharge.

5. Awards may not be retroactive beyond the date the grievance was originally filed.

C. Stage 1

1. Any employee conceiving himself aggrieved must attempt to resolve the grievance informally with his immediate supervisor. During any attempt to resolve such grievance at an informal level with his immediate supervisor, such grievant shall be entitled to have not more than one representative of the Association. At any subsequent level of this grievance procedure, the grievant shall not otherwise be so limited.
2. If such employee is unable to resolve such matter to his satisfaction, he may reduce such grievance to writing and file the same with his immediate supervisor.
3. Each written grievance shall identify and be signed by the aggrieved party and indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the grievance. It shall also specify the provisions of this agreement alleged to be violated and shall describe the redress sought by the aggrieved party. It shall also describe what attempt was made to resolve such grievance informally and when and where the same took place.
4. Upon receipt of such written grievance, the immediate supervisor or administrator shall respond in writing within five (5) school business days.

D. Stage 2

1. If the aggrieved party is not satisfied with such response or if no response is received within such five (5) school business day period, he may within ten (10) school business days thereof file an appeal containing a copy of such grievance and the papers and affidavits on which it is based, if any, with the Superintendent indicating in such appeal whether he desires a further hearing before such Superintendent.
2. If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) school business days. After such hearing has been held, the Superintendent shall render his decision within ten (10) school business days thereafter. If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and shall render a written decision within ten (10) school business days of the submission to him of such appeal.

E. Stage 3

1. In the event that the Union is not satisfied with the decision of the Superintendent, it may within five (5) school business days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request shall be forwarded to the Superintendent.
2. The arbitrator's decision shall be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.

3. The decision of the arbitrator shall be final and binding on both parties.
4. The cost of the services of the arbitrator will be borne equally by the District and the Union.

F. Reprisals

No employee shall be subjected to recrimination, discrimination, harassment, transfer, reassignment or dismissal as a result of filing a grievance hereunder.

G. Availability of Documents

There shall be made available to the appropriate association representatives all relevant materials, documents, communications and records concerning the grievance unless the same are confidential, such as personnel pre-hire information, or prepared in preparation for the arbitration.

Article XVII. Seniority

A. Custodial-Maintenance, Food Service and Monitor seniority shall commence from the official date of hire with the school district. Newly hired non-competitive employees shall serve a 90 calendar day probationary period.

B. In the event of the abolishment of a day shift position, the custodian-cleaner involved shall have the right to bump a less senior day shift employee. Day shift shall involve hours from 7am to 6 pm.

If a school is closed, second or third shift employees affected shall be able to "bump" a less senior employee of the same shift at another school, provided the bumping employee has more seniority than the employee to be bumped.

C. When a layoff is necessary and necessitates a reduction in the work force, employees in the same job classification with the least seniority shall be laid off first. When a layoff is necessary, any employee to be laid off shall be transferred, seniority permitting, to any job that the laid off employee is capable of performing after a reasonable break-in period. Substitute employees shall not accumulate seniority.

D. In the event of layoff, shift changes or displacements, employees may use seniority to displace a person in a lower job classification, provided they meet the requirements stipulated in (3) above.

E. In the event of the need to hire more employees, employees laid off will be recalled in reverse order of layoff.

Article XVIII. Disciplinary Procedure

Any employee perceiving himself aggrieved due to disciplinary action may file a grievance in accordance with the provisions of Article XVII. Nothing herein, however, will prevent an employee entitled to the provisions of Sections 75 and 76 of the Civil Service Law from exercising those rights. An employee selecting either the grievance procedure under Article XVII or the procedure under Sections 75 or 76 of the Civil Service Law shall waive his right to the other procedure, except that the statutory protections of Section 75 shall be deemed to be included in the grievance procedure. Employees with five (5) or more years of service in the school district will be entitled to the provisions of Sections 75 or 76 of the Civil Service Law.

All personnel files shall be purged of negative materials after said materials are five years old if there has been no further negative materials placed therein.

ARTICLE XIX Duration of Agreement

The duration of this Agreement shall be for a period of five (5) years to commence July 1, 2000 and to end June 30, 2005.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and the parties shall reopen negotiations on the issue of compensation and two (2) additional issues for the contract years 2003-04 and 2004-05.


This Agreement shall become effective, subject to required legislative approval, upon its approval by the members of the respective parties hereto. This Agreement may be amended by the mutual consent of both parties.

Article XX. Non-Discrimination

Whenever the context so requires, the use of the words in this Agreement in the singular shall be construed to include the plural and words in the plural, the singular. Words, whether they be in the masculine, feminine or neuter genders shall be construed to include all of said genders. By use of the aforementioned genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

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 BODY HAS GIVEN APPROVAL.


HORSEHEADS CENTRAL SCHOOL DISTRICT

By 
Superintendent of Schools Date •

Horseheads Custodial-Maintenance-Food Service
Unit - CSEA

By  11/28/01
Unit President Date

CSEA, Local 1000 AFSCME, AFL-CIO, Labor Relations
Specialist

By  11/28/01
CSEA Representative Date

Appendix i

Bid Application Form

Date _____

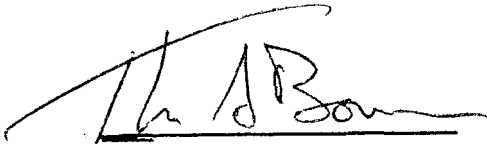
I am hereby declaring my bid for job opening:

as posted in bid notice # _____.

Bidder's Signature _____

Horseheads Central School District
and
The Custodial/Maintenance/
Food Service/ Monitor Unit

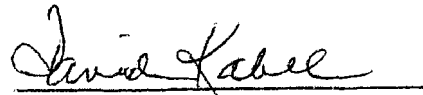
David Kabel, Director of food services has asked to hold a right to know meeting on November 5, 2003 to run to 3:30 without paying overtime because of school starting one half hour later. He would also like to use a half day (not conference day) for training kitchen staff, one for Elementary and one for High School. The union will agree to this for the 2003-2004 school year as a one time non precedent setting arrangement.



Tom Bowman

President

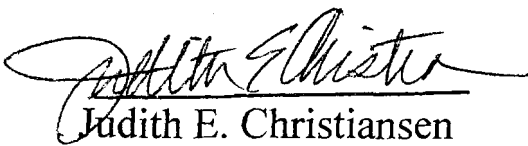
Dated 10/20/03



David Kabel

Food Service Director

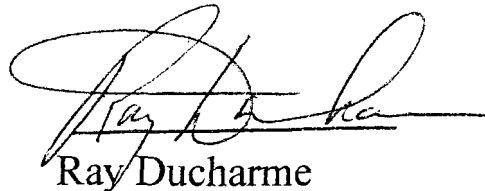
Dated 10/27/03



Judith E. Christiansen

Director of Human Resources

Dated 10/21/03



Ray Ducharme

CSEA

Dated 10/21/03

**HORSEHEADS CENTRAL SCHOOL DISTRICT
AND
THE CUSTODIAL/MAINTENANCE/
FOOD SERVICE/MONITOR UNIT**

TENTATIVE AGREEMENT

The parties agree that the Agreement dated July 1, 2000-June 30, 2005 shall be amended as follows:

Salaries shall be increased as follows:

Custodial/Maintenance employees

2003-2004 - \$0.27/hour retroactive to July 1, 2003

2004-2005 - \$0.28/hour

Starting Salaries: 2003-04 \$9.22; 2004-05 \$9.40

Food Service

2003-2004 - \$0.22/hour retroactive to July 1, 2003

2004-2005 - \$0.23/hour

Starting Salaries: 2003-04 \$7.51; 2004-05 \$7.66

Monitors

2003-2004 - \$0.21/hour retroactive to July 1, 2003

2004-2005 - \$0.21/hour

Starting Salaries: 2003-04 \$7.51; 2004-05 \$7.66

All other terms and conditions of employment shall remain in full force and effect.



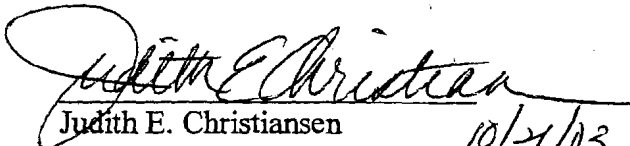
Tom Bowman, President

DATED: 10/26/03



Ray Ducharme, CSEA

DATED: 10/21/03



Judith E. Christiansen
Director of Human Resources

10/21/03

