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Title: **Port Byron Central School District and Port Byron, CSEA, AFSCME, AFL-CIO Local 1000 & Cayuga Local (2001)**

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Union: **Port Byron Central School Unit, CSEA, AFSCME, AFL-CIO**

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5978

THE PORT BYRON CENTRAL SCHOOL DISTRICT

AND THE

PORT BYRON CENTRAL SCHOOL UNIT,

CAYUGA LOCAL, C.S.E.A., INC.

2001 - 2004

RECEIVED

DEC 09 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

25

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ARTICLE I

RECOGNITION

- 1.1 The Board of Education, Port Byron Central School District, (hereinafter referred to as the "Board") recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO (hereinafter referred to as the "Association") as the exclusive negotiating agent for the Port Byron Central School Unit employees who are included in the Service Negotiating Unit as defined below for the maximum period under the law. In consideration for such recognition, the Association states that it is an organization primarily concerned with the improvement of terms and conditions of employment of the employees of the PORT BYRON CENTRAL SCHOOL DISTRICT, PORT BYRON, NEW YORK, does hereby give notice to the PORT BYRON CENTRAL SCHOOL DISTRICT, PORT BYRON, NEW YORK, and affirms that it 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.
- 1.2 Included: Custodian, Cleaner, Building Maintenance Mechanic, Groundskeeper, Groundskeeper/Building Maintenance Worker, Cook, Assistant Cook, Food Service Helper, Cashier, and School Nurse.

Excluded: All temporary, casual and substitute employees and all other employees whose positions are in another negotiating unit of the District.

ARTICLE II

MANAGEMENT RIGHTS

- 2.1 The Association recognizes that the district retains the sole and exclusive right and authority to manage the business of the district, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to select, to hire, layoff, assign, transfer and promote employees to a better position; to suspend with or without pay; to demote, discipline or discharge; to maintain the discipline and efficiency of employees; to determine the number of employees; to introduce new or improved methods, programs and techniques of service and to determine the method of operation of the cafeteria and other departments; to evaluate employees and to determine the method of evaluation; to establish busing procedures and requirements; to determine whether or not to subcontract; to discontinue or consolidate programs and to make reasonable rules and regulations pertaining to employees covered by this agreement.
- 2.2 It is the intention of the parties that all of the rights, powers, prerogatives and authority that the district had prior to the signing of this agreement are retained by the district and that with the exception of specific provisions of this agreement the district shall have the unrestricted right to manage its affairs.
- 2.3 In the event the District decides to subcontract the District shall notify the Association.

ARTICLE III

ASSOCIATION SECURITY

Section 1. Notice of Section 75 Civil Service Law Charges

If any employee of the Bargaining Units is charged pursuant to Section 75 of the Civil Service Law, he shall be informed in writing, in duplicate, of the specifications of charges and shall be informed of his rights of representation.

Section 2. Payroll Deductions

It is agreed that the following payroll deductions will be authorized for all full time and regular employees (part-time, temporary, casual substitutes excluded):

- 2.1 The Employer shall deduct from the wages of employees who are members of the Association and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and CSEA sponsored insurance premiums for those employees authorizing said deductions.
- 2.2 Credit Union - shares and leave payments.
- 2.3 United Fund donations.

Section 3. Visitation of Employees by Representatives

The Association shall have the right to designate a representative of the Association's life insurance and of the Association's accident and health insurance program to visit the employees covered under this agreement on the job for the purpose of interesting them in this protection and/or adjusting claims, provided, however, the Superintendent of Schools is notified and assurance is given him that no inordinate interruption in the work of the employee will be involved and the Association field representative shall have the right to visit an employee covered under this Agreement on the job for the purpose of administering, adjusting and interpreting the terms and conditions of this Agreement. The Superintendent of Schools shall be notified and assured that no inordinate interruption in the work of the employee will be involved.

Section 4. Prior Recognized Unit Wide Benefits

It is agreed that any and all benefits which were recognized by the employer as unit wide benefits which employees had prior to entering into this Agreement shall be retained unless it is expressly and specifically abridged, modified, delegated or granted within this Agreement.

Section 5. Leave for Union Business

It is agreed that the school district will permit a member or members of the negotiating unit who have been designated by CSEA up to a total of three days of paid leave for the conduct of union business.

ARTICLE III (Cont'd.)

Section 6. Access to Facilities

The Association shall be allowed the use of District facilities for the purpose of lawful Association meetings in the same manner, subject to the same rules and regulations, as any other organization wishing to use District facilities. Association meetings shall be scheduled so that they do not conflict with the normal operation of the schools or the work duties and responsibilities of the Association members. Application for permission to use of facilities shall be made to the Chief School Administrator at least seventy-two hours in advance.

Section 7. Bulletin Boards

The District agrees to allow the Association to have the reasonable privilege of use of at least three (3) designated bulletin boards, one in each building, for the posting of Association information as long as said information is not controversial. Further, it is expressly understood that the District and its representatives will assume no responsibility for the dissemination of Association information or any expense incurred by the Association. A copy of any notice to be posted is to be provided to the Chief School Administrator or designee for his review and approval before it is posted.

Section 8. Copies of Board Policy Changes

The District agrees to provide three (3) copies to the Association President of any policy changes of the Board of Education that pertain directly to the Unit.

Section 9. Information Concerning New Employees and Employees Who Terminate Employment

The Employer shall supply to the Port Byron Central School District Unit of the Cayuga County Local of CSEA, Inc., upon request, on a semi-annual basis, the name, work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment with the District.

ARTICLE IV

PROBATIONARY PERIOD

A probationary period of six (6) months may be served by all employees. At any time during probationary period, the School District shall have the right to appoint or discontinue employment of the person involved.

ARTICLE V

DISCHARGE OR SUSPENSION HEARING

Section 1.

Any dispute with respect to the discharge or suspension of a non-competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.

Section 2.

Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee, who is eligible as provided in section one, the employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of the receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.

Section 3.

The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.

Section 4.

The provisions of this article shall not be subject in any way to the Grievance Procedure.

ARTICLE VI

RETIREMENT

The School District agrees to participate in the New York State Employees' Retirement System as follows:

The retirement for eligible employees will be the non-contributory plan (Section 75 - D), with the employee paying the arrears.

The employer will provide the benefits of the provisions of section 41-j of the New York State Employees' Retirement System.

ARTICLE VII

SENIORITY, BIDDING, POSTING AND LAY-OFF

- Section 1.** The provisions of this article shall be applicable only to non-competitive and labor class civil service employees.
- Section 2.** Competitive civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Cayuga County Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Cayuga County Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.
- Section 3.** **SENIORITY** Seniority is that length of continuous service in the classified civil service position and then the department (custodial, cafeteria or school nurse) which will prevail in the case of promotion, and transfer. For purposes of reduction in force, lay-off and recall, seniority shall be defined as the length of continuous service in the classified civil service position.
- Section 4.** **POSTING PROCEDURE** - Where new jobs are created or openings occur in job classifications filled by employees in the bargaining unit, the openings shall be posted, showing the job title, a description of the work, the location of the work, the qualifications required and the starting wage rate. Notices will remain posted for five (5) working days before permanently filling the vacancy. This notice shall be a one-time posting for the job title and is intended to be for all related lateral moves within the job title resulting from the post. If the posting involves a position that results in an employee receiving a lateral move (e.g., custodian to custodian), then all interested employees shall bid the job posted and all related lateral moves desired, at the time the job is posted by submitting written requests to their immediate supervisor.
- During the summer months or when school is not in session working days shall mean Monday through Friday. When school is not in session a copy of the notice will be mailed to the Association President one working day prior to the actual posting.
- Section 5.** **BIDDING AND AWARD** - Where job vacancies are filled because of promotion, transfer, reduction in force, lay-off or recall the following factors shall govern:
- 5.1 Ability to perform the work required on the job involved in a reasonably efficient manner.
 - 5.2 The worker has the capacity to meet the physical requirements of the job.
 - 5.3 The length of continuous service in the department.

ARTICLE VII (Cont'd.)

Section 6. PROMOTION - Any employee within the bargaining unit who is promoted shall be given a six (6) months' qualifying period for the purpose of acquainting himself with and training himself in the job and to establish his ability to meet the job requirements. If at the end of such six (6) months period, the Superintendent of Schools decides that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his former job classification.

Section 7. LAYOFF AND RECALL

- 7.1 In the event of a layoff the least senior employee in the affected job classification shall be the first to be laid off.
- 7.2 Employees shall be recalled to the job classification from which they were laid off in the reverse order of layoff (last laid off, first recalled). Individual employees who have been laid off and who are recalled shall be notified by certified mail - return receipt requested. The notice shall be mailed to the last known official address on file at the District offices. The employee shall reply within five (5) calendar days after receipt of the certified letter. If no reply is received within ten (10) calendar days of the mailing of the certified letter, the individual will have waived all rights to recall.
- 7.3 Individuals will be afforded the opportunity to return to the District only once and shall retain their right to return for a period not to exceed two (2) years from the effective date of the layoff.
- 7.4 Recalled employees who have been laid off for less than two (2) years shall have their rights, seniority and benefits which have accrued up to the time of the layoff restored. Rehired employees or those former employees who have been laid off for more than two (2) years shall not have any rights, seniority or benefits restored.

ARTICLE VIII

DEFINITIONS

Section 1. FULL-TIME EMPLOYEES shall be those whose position requires 52 weeks per year, 8 hours per day, 5 days per week.

Section 2. REGULAR EMPLOYEES are those who work on a regular daily basis for a minimum of the adopted school calendar, regardless of hours per day, but less than full-time employees.

Section 3. PART-TIME EMPLOYEES are those not included above.

Section 4. OVERTIME All time over 40 hours in the designated work week will be calculated at the rate of 1 1/2 times the individual's regular hourly rate.

Section 5. RATE OF COMPENSATION

5.1 Individuals who have earned compensation due to sick leave, sickness in the family, death in the family, personal business days or vacations, will be at the rate that is considered their work day. Example: 8 hour employee - 8 hours of pay, 4 hour employee - 4 hours of pay, 2 hour employee - 2 hours of pay.

5.2 Sick days for those employees whose hours are changed will be converted to hours of the type of day worked and then reconverted to days of the type of the new workday.

Section 6. WORK YEAR

6.1 The work year for 10 month employees is designated as September 1 to June 30th and their projected annual salary will be so figured and in the usual year will receive 21 checks.

6.2 The work year for 12 month employees is designated as July 1 to June 30th, which in the usual year will consist of 26 pay periods.

6.3 The cafeteria employees are expected to work only on the days that school is in session for the boys and girls, however, upon ample notice they may be requested to work during student vacations or holidays, providing such vacations or holidays are not employee holidays. (See section on Holidays).

Section 7. IMMEDIATE FAMILY shall include: Father, mother, grandparent, sister, sister-in-law, brother, brother-in-law, wife, husband, son-in-law, daughter-in-law, child of employee and/or spouse, a relative other than those mentioned who is living in the employee's home. For funeral leave purposes only, immediate family shall include the employee's mother-in-law, father-in-law and grandparent of spouse..

ARTICLE IX

VACATIONS

- Section 1.** Employees working less than 12 months will receive no paid vacation.
- Section 2.** Full-time employees shall receive two (2) weeks vacation each school fiscal year for the first 5 years of continuous service, three (3) weeks vacation for the period 6-15 years; four (4) weeks vacation per year after 15 years of service. Vacation shall be earned after completion of each school fiscal year of service. During the first school fiscal year of service vacation benefits shall be prorated. No more than 2 consecutive weeks, unless approved by the immediate supervisor and the Superintendent of Schools.
- Section 3.** Regular employees who work twelve (12) months shall receive 1 week vacation each school fiscal year for the first 5 years of continuous service, 2 weeks vacation for the period 6-15 years, 3 weeks vacation per year after 15 years of service. During the first school fiscal year of service vacation benefits shall be prorated. No more than 2 consecutive weeks, unless approved by the immediate supervisor and the Superintendent of Schools.
- Section 4.** Earned vacation rights accrue on the school fiscal year following the date of employment.
- Section 5.** The benefit received corresponds to the assigned workday.
- Section 6.** All vacation requests shall be made not less than two (2) weeks prior to the date of the beginning of the vacation. Vacations shall be planned so that employees will not be on vacation during peak work periods. Vacation requests must be in writing and approved by the employee's immediate supervisor. Vacations of less than one week may be arranged with shorter notice, but through the same channels.
- Section 7.** In the event that the District determines that it is appropriate to close down part or all of its operations employees may be required to take vacation time.
- Section 8.** Employees will be compensated for unused vacation time if
- 8.1 The District requests that the employee work during his regularly scheduled vacation and further
 - 8.2 The District is unable to reschedule the employee's vacation. Such compensation shall be made at end of the fiscal year in which it was due.

ARTICLE X

EMERGENCY CLOSINGS

No employee will be penalized for snow days when excused by the Superintendent of Schools or his designee.

ARTICLE XI

HOLIDAYS

Section 1. Full-time employees shall receive thirteen (13) paid holidays per year as listed below:

July 4th	New Years
Labor Day	Martin Luther King Day
Columbus Day	Famous American's Holiday as
Thanksgiving - 2	determined by the employer
Christmas-2	Good Friday
Veteran's Day	Memorial Day

Section 2. Regular employees will receive those paid holidays listed below that fall during their work year:

July 4th	New Years
Labor Day	Martin Luther King Day
Columbus Day	Famous American's Holiday as
Thanksgiving - 2	determined by the employer
Christmas-2	Good Friday
Veteran's Day	Memorial Day

Section 3. Adjustments may be made in the days selected to be more consistent with the officially adopted school calendar.

ARTICLE XII

LEAVES

Section 1. Sick Leave

- 1.1 Full-time and regular employees shall be entitled to the following personal illness benefits:
 - 8 hour employees - 8 hours per month or 1 day
 - 4 hour employees - 4 hours per month or 1/2 day
- 1.2 Sick leave will accumulate as follows:
 - 8 hour employees - 160 - 8 hour days
 - 4 hour employees - 160 - 4 hour days
- 1.3 It is the intent that the employees accrue benefits in proportion that their work day is to 8 hours. That is, a regular employee who works 7 hours a day may accumulate, with pay, 160 - 7 hour days.

Section 2. Personal Business Days

- 2.1 All full time and regular employees may receive three (3) days annually for personal business. Personal business shall mean an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time other than the employee's working hours.
- 2.2 Employees must request and receive approval for the use of personal business days at least one (1) week in advance of being absent. All requests must include the employee's name, the date of anticipated absence and the reason for the request. In unusual circumstances, the Superintendent of Schools may waive the time requirements.
- 2.3 Effective July 1, 1995, unused personal business days will be converted to sick days for employee who does not use all his/her personal business days during the school year. Employee's hired after July 1, of each school year shall receive a pro-rated share of this benefit for the school year in which they were hired.

Section 3. Leave for Sickness or Death in the Immediate Family

Four (4) work days will be allowed for sickness and four (4) work days will be allowed for Death in the Immediate Family. In unusual circumstances, the Board of Education may approve additional days.

Section 4. Leave of Absence Without Pay

4.1 A leave of absence without pay may be granted at the discretion of the Superintendent of Schools and approval by the Board. Such application shall be made one (1) month in advance of the anticipated absence. The time limits may be waived in unusual circumstances by the Superintendent of Schools.

ARTICLE XII (Cont'd.)

4.2 If such leave is of more than two (2) weeks duration, the annual benefits shall be prorated to allow for the loss of time.

4.3 It is expected that the employee will assume the full cost of health insurance for leaves lasting more than two (2) weeks.

Section 5. Emergency Personal Illness Leave

It is recognized that members of the negotiating unit, on occasions, do not have accumulated personal illness leaves to cover a prolonged illness. A prolonged illness is defined as requiring the employee to be absent from work for a period of time in excess of fifteen (15) working days. It is agreed that:

5.1 All contributions to be voluntary.

5.2 Only for involuntary disabilities or illness.

5.3 Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum equal to the number of employees in the negotiating unit. No more days will be added, except by new membership, or until the bank is depleted to 30 days.

5.4 Those who withdraw from eligibility cannot withdraw donated days.

5.5 Personal sick leave must be depleted before bank can be utilized.

5.6 Maximum of 30 days in any one year to any one person.

5.7 Persons using bank do not have to replace days.

5.8 The Port Byron CSEA shall administer this bank and supervise its operation under the procedures to be worked out between the PB CSEA and the District. The PB CSEA will submit a detailed report of the operation and use of the sick day bank including the names of the person(s) using the bank, the number of days used by each individual, the type of disability or illness and the manner of certification of disability or illness.

The report shall be submitted on or before February 15 and July 15 of each school year.

5.9 Employees hired on or before September 1 of each school year may enroll in the Sick Day Bank by notifying the PB CSEA by October 1 of their intention. Employees hired after September 1 shall have 30 work days to indicate whether they wish to participate in the Sick Day Bank.

Section 6. Employee benefits will accrue in proportion to the hours that they work.

Section 7. An employee who serves on jury duty will be paid at his/her regular rate minus the amount he receives for the jury duty.

ARTICLE XIII

CAFETERIA AND MECHANICS UNIFORMS

Uniforms will be provided to the cafeteria employees in a manner which is mutually acceptable to both parties. The District shall provide four (4) sets of uniforms per year to each mechanic. The maintenance of said uniforms shall be the responsibility of the employee.

1.1 Cafeteria Employees

Each regular cafeteria employee will be reimbursed in an amount not to exceed \$100.00 for verified purchase of four (4) uniforms.

1.2 Each cafeteria employee will be reimbursed at the rate of \$12.00 per month for cleaning and maintaining their own uniforms.

2.1 Mechanics Uniforms

The District shall provide for (4) sets of uniforms per year to each mechanic. The maintenance of said uniforms shall be the responsibility of each mechanic.

ARTICLE XIV

GRIEVANCE PROCEDURES

Section 1. In order to provide for harmonious working conditions the parties agree to establish procedures that provide for orderly resolution of grievances arising out of interpretation of this agreement.

Section 2. GENERAL PRINCIPLES

2.1 "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement. The term "grievance" shall not include any matter involving any law or any rule or regulation having the force and effect of law.

2.2 In any case where the grievance involves a building-wide or system-wide practice or situation, as opposed to an individual grievance, the grievance may be submitted to the Superintendent of Schools or designee as set forth in stage two of these procedures.

2.3 After the first stage, the aggrieved may be represented at all times by someone of his own choice and/or the field representative of the Association.

2.4 All grievances are to be adjudicated within 30 school days from the date of initial presentation in the first stage.

Section 3. First Stage: informal with immediate supervisor. Not to exceed five (5) days from alleged occurrence.

Section 4. Second Stage: If personal conferences do not result in agreement on the basis of the first stage, then the employee may appeal to the Superintendent of Schools or designee within three (3) school days. The aggrieved person or persons must submit in writing a statement of his/their grievance. Within seven (7) school days after receipt of this notice, the Superintendent of Schools or designee shall hold a conference with the aggrieved and/or his representative and the field representative of the Association, the Business Administrator and the immediate superior. If such conference does not result in agreement, CSEA and the aggrieved employee may submit a demand for advisory arbitration within ten (10) school days.

Section 6. Advisory Arbitration: If the grievance is not adjusted satisfactorily at the second stage, the aggrieved employee and CSEA may submit the grievance to advisory arbitration by submitting a written notice to the Superintendent of Schools within ten (10) school days of the second stage determination.

If the parties are unable to agree upon an advisory arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an advisory arbitrator.

ARTICLE XIV CONT'D.

Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's recommended remedy shall extend only to the grievant.
6. The Arbitrator's Award shall be advisory.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

Section 7. Fourth Stage: - If CSEA or the Superintendent of Schools does not accept the recommendation of the advisory arbitrator, the recommendation may be appealed within ten (10) school days after receipt of the recommendation of the advisory arbitrator. The President of the Board of Education shall designate a three-man impartial panel of board members to conduct a hearing within ten (10) school days regarding their respective parties' positions to the grievance. After hearing the positions of the parties, the impartial panel shall take final and binding action as it seems best in the interest of the District.

ARTICLE XV

LONGEVITY

- Section 1.** All employees covered by the terms of this Agreement shall receive an additional \$225.00 which shall be added to their salary at the beginning of the sixteenth year of service within the school district for the 2001-02, 2002-03 and 2003-04 school years.
- Section 2.** At the beginning of an employee's twenty-first year of service within the school district \$250.00 shall be added to the employee's salary. The total payment for longevity shall be \$475.00 beginning with the twenty-first year of service within the school district for the 2001-02, 2002-03 and 2003-04 school years.
- Section 3.** At the beginning of an employee's twenty-sixth year of service within the school district \$100.00 shall be added to the employee's salary. The total payment for longevity shall be \$575.00 beginning with the twenty-sixth year of service within the school district for the 2001-02, 2002-03 and 2003-04 school years.
- Section 4.** At the beginning of an employee's thirty-first year of service within the school district \$100.00 shall be added to the employee's salary. The total payment for longevity shall be \$675.00 beginning with the thirty-first year of service within the school district for the 2001-02, 2002-03 and 2003-04 school years.

ARTICLE XVI

INSURANCE

Section 1. Health Insurance

- 1.1 The District agrees that the Association will receive the following benefits under the State Health Insurance Plan or an equivalent plan.
- INDIVIDUAL:** The District pays 100% of the premium less \$1.00 per year per individual.
- FAMILY:** The District pays 80% of the premium and the individual family pays 20%.
- 1.2 The Board of Education will maintain the existing health insurance program or its equivalent, but reserves the right to select alternate carriers or self-fund health care insurance during the life of this agreement. Should the Board of Education change health care insurance carriers or self-fund, it will continue the same percentage contribution as specified in Article XVI to the new carrier or self-funding program and will give union thirty (30) day advance notice before self-funding or changing carriers.
- 1.3 The Port Byron Central School District will pay 100% of the monthly health care insurance premium for individual coverage and 80% of the monthly health care insurance premium for dependent coverage for any unit member who is eligible for and in fact, retires from the District prior to July 1, 2004. Members of the negotiating unit who retired during the period July 1, 1996 through June 30, 1997 shall receive health insurance benefits in accordance with the terms of the memorandum of agreement entered into between the parties in June, 1997.
- 1.4 The District agrees to pay the health care insurance premium (same percentage as specified in the collective bargaining agreement) for up to six months for any unit member who is injured on the job while performing his or her duties.
- 1.5 A unit member who is on an unpaid leave of absence from the District may purchase health insurance through the District's group carrier for up to one year. The premium will be fully paid by the unit member.
- 1.6 Beginning on July 1, 1998, the prescription co-pay will be increased from \$3.00 to \$8.00 for each prescription.
- 1.7 It is further agreed that the schedule of benefits to be provided to members of the negotiating unit will be modified to be consistent with changes agreed to as a result of regional negotiations involving the Cayuga-Onondaga Area School Employees Healthcare Plan.
- 1.8 Employees hired after July 1, 1982 who are regularly scheduled and work 30 hours or less per week shall receive no more than 90% Individual and 80% Family employer paid health insurance.

ARTICLE XVI (Cont'd.)

- 1.9 Employees hired who work a regularly scheduled work week of less than twenty (20) hours per week will not be eligible for the benefits provided under the prescription drug rider or its equivalent.
- 1.10 Employees hired who work a regularly scheduled work week of less than twenty (20) hours per week will not be eligible for coverage under the provisions of this article if the employee or his or her spouse is covered by a healthcare plan provided by another employer.

Section 2. Dental Insurance

- 2.1 The District agrees to pay \$140.00 annually toward individual dental coverage only for those employees who are regularly scheduled and work 30 hours or more per week for the 2001-2002, 2002-2003 and 2003-2004 school years.

Section 3. Flexible Spending Plan

The Port Byron Central School District agrees to provide members of the negotiating unit a flexible spending plan that will result in no net cost to the District. The District reserves the right to modify the plan from time to time and to discontinue the plan should it decide to do so in the future.

ARTICLE XVII
COMPENSATION

Section 1. Salaries:

- 1.1 For the 2001-02 school year each employee covered by this agreement will receive an increase in salary of 3.5% above his or her base salary that he or she received for the 2000-01 school year.
- 1.2 For the 2002-03 school year each employee covered by this agreement will receive an increase in salary of 3.5% above his or her base salary that he or she received for the 2001-02 school year.
- 1.3 For the 2003-04 school year each employee covered by this agreement will receive an increase in salary of 3.5% above his or her base salary that he or she received for the 2002-03 school year.

Section 2. Night Differential:

Effective on the date this agreement is approved by both parties the night differential shall be \$.35 per hour for regular shifts beginning after 12 noon and ending at or before 8:00 a.m. Night difference is figured at 190 days.

The second shift custodial staff shall receive paychecks at the end of the shift on the evening preceding the normal pay day.

Section 3. Overtime:

Overtime shall be distributed equitably among qualified bargaining unit employees who normally do such work. Such distribution shall be made on a rotational basis. Deviations from rotation shall only be made in the case of unusual circumstances or emergencies in which case the employee receiving the overtime shall go to the end of the rotation list. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.

Except in extra ordinary circumstances overtime for the custodial staff (custodians and cleaners), shall be offered first to the custodians and/or cleaners who are normally assigned to work in the building where the overtime is required. In the event no one in the building accepts the overtime work, then overtime shall be offered to other custodians and/or cleaners who are assigned to work in other district facilities.

ARTICLE XVII (Cont'd.)

Section 4. Minimum Starting Rate

Position	2001-02	2002-03	2003-04
Building Maintenance Mech	24,780	25,647	26,545
Head Custodian	24,022	24,863	25,705
Custodian	23,039	23,845	24,680
Cleaner	18,948	19,611	20,297
Groundsman	23,039	23,845	24,680
Groundsman/Building Maintenance Mechanic	23,910	24,746	25,613
Cook	16,215	16,783	17,370
Assistant Cook	12,833	13,282	13,747
Food Service Helper (8 hr)	12,438	12,873	13,324
Nurse	19,429	20,109	20,813

ARTICLE XVIII

SAVINGS CLAUSE

This agreement and its component provisions are subordinate to any present or future federal or New York Laws or regulations. If any federal or New York Law or regulation, or the final decisions of any federal or New York court or administrative agency affects any provision of the agreement, each such provision will be deemed amended or severed to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

ARTICLE XIX

MODIFICATION OF AGREEMENT

Neither party to this agreement shall make any attempt to make any alterations, modifications, changes or variations, of any of the items expressly and specifically covered by this agreement, except those that are made by mutual agreement, signed and appended hereto.

ARTICLE XX

FINALIZED NEGOTIATIONS AND DURATION

Section 1.

This agreement shall constitute the full and complete commitments of the Port Byron Central School District to the Port Byron Central Unit, Cayuga Local, C.S.E.A., Inc. The parties acknowledge that during the negotiations which resulted in 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, the district and the association, for the life of this agreement, 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 not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Section 2.

Either party who wishes to initiate negotiations must make their intent known to the other party, in writing, not later than on or before March 1st of the last year of this contract.

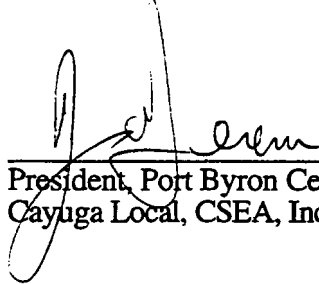
Section 3. Duration

The provisions of this agreement shall be in effect from July 1, 2001 through June 30, 2004. Increases in salary and benefits shall be applicable to those members of the negotiating unit employed as of July 1, 2000.

Section 4.

“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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”
(Section 204-a Agreements between Public Employers and Employee Organizations.
TAYLOR LAW)

IN WITNESS THEREOF:



President, Port Byron Central School Unit,
Cayuga Local, CSEA, Inc.



Labor Relations Specialist, C.S.E.A., Inc.

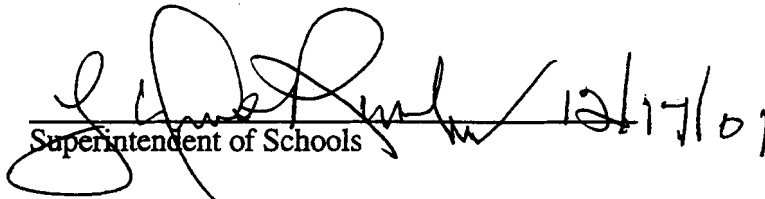


Randy Applebee



Penny Pugh

**Board of Education, Port Byron Central
School District, Port Byron, New York**



Superintendent of Schools

Name	Assignment	Date Hired	2001-02 Salary	2002-03 Salary	2003-04 Salary
<u>Maintenance</u>					
Applebee, Randy	Custodian	09-94	26,045	26,957	27,900
Collins, Mark	Custodian	09-97	23,910	24,728	25,575
Dedrick, Gail	Cleaner	04-88	14,676	15,178	15,697
Dixon, David	Groundskeeper/ Bldg. Main. Mechanic	09-85	29,075	30,085	31,130
Doyle, Michael	Custodian	09-99	23,683	24,493	25,332
Geremia, John	Custodian	04-94	26,045	26,957	27,900
Nesci, Lisa	Custodian	09-97	23,910	24,728	25,575
Norton, Fred	Custodian	09-01	23,571	24,377	25,212
Nowlin, Eric	Custodian	10-98	23,796	24,610	25,453
Phillips, Charles	Custodian	12-97	23,910	24,728	25,575
Terpening, James	Custodian	08-97	23,910	24,728	25,575
<u>School Nurses</u>					
Field, Esther	School Nurse	09-00	19,429	20,109	20,813
Persad, Sharon	School Nurse	09-00	19,429	20,109	20,813

Name	Assignment	Date Hired	2001-02 Salary	2002-03 Salary	2003-04 Salary
<u>Cafeteria</u>					
Cook, Wendy	F.S.H.	10-85	8,006	8,286	8,576
Giacona, Luisa	F.S.H.	10-00	5,830	6,034	6,245
Halstead	F.S.H.	11-87	7,535	7,799	8,072
<u>Elementary Breakfast</u>			2,355	2,437	2,522
Middle School			2,355	2,437	2,522
Kirby, Bonnie	F.S.H.	11-99	5,861	6,066	6,278
Knapp, Mary	F.S.H.	11-92	6,593	6,824	7,063
<u>H.S. Breakfast</u>			2,826	2,925	3,027
Martens, Richard	F.S.H.	08-78	6,869	7,109	7,358
Richardson, Tammy	F.S.H.	10-96	5,470	5,661	5,859
elementary breakfast			2,735	2,831	2,930
Wilson, Paula	F.S.H.	02-00	5,861	6,066	6,278
<u>Cook</u>					
	Cook	Vacant			
	Asst. Cook				
Pugh, Penny	Asst. Cook	09-94	11,362	11,760	12,172

Longevity amounts and night differential amounts are included in the above where appropriate as of the date of execution of this agreement. Future longevity amounts or changes in personnel eligible for night differential will be made where appropriate.

- L1 = Longevity, Begin 16th YR (2001-02, 2002-03 and 2003-04) = 225
- L2 = Longevity, Begin 21st YR (2001-02, 2002-03 and 2003-04) = 250
- L3 = Longevity, Begin 26th YR (2001-02, 2002-03 and 2003-04) = 100
- L4 = Longevity, Begin 31st YR (2001-02, 2002-03 and 2003-04) = 100