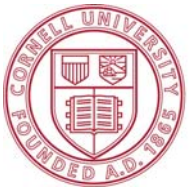

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Phoenix Central School District and Phoenix School Unit #8019, CSEA Local 1000, AFSCME, AFL-CIO, Oswego County Local 838 (2006) (MOA)**

Employer Name: **Phoenix Central School District**

Union: **Phoenix School Unit #8019, CSEA, AFSCME, AFL-CIO**

Local: **Oswego County Local 838, 1000**

Effective Date: **07/01/2006**

Expiration Date: **06/30/2007**

PERB ID Number: **5937**

Unit Size:

Number of Pages: **50**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

BC/5937

Agreement

Between

Phoenix Central School District

and the

Phoenix Central School Civil Service Employees Association Local 1000, AFSCME/AFL-CIO – CSEA –

July 1, 2006 - June 30, 2007

Table of Contents

Article	1	Preamble and Duration	1
	1.1	Parties to the Agreement	1
	1.2	Duration of the Agreement	1
	1.3	Copies of Contract	1
Article	2	Recognition and Application	1
Article	3	Rights of Parties	2
	3.1	Association Rights	2
	3.2	Board Rights	3
Article	4	Obligation of the Parties	3
	4.1	Obligations of the Association	3
	4.2	Obligations of the District	3
Article	5	Probationary Employees	4
Article	6	Seniority	4
	6.1	Definition	4
	6.2	Credit	4
	6.3	Termination	4
	6.4	General Application	5
	6.5	Layoffs of Brief Duration	5
	6.6	Posting	5
	6.7	Special Application	5
Article	7	Vacancies	6
Article	8	Grievance and Arbitration Procedure	6
	8.1	Definition of Grievance	6
	8.2	Procedure	6
	8.3	Restriction on Remedies	8
	8.4	Time Limits	8
Article	9	Leave of Absence	8
	9.1	Sick Leave	8
	9.2	Personal Leave	10
	9.3	Jury Duty	11
	9.4	Bereavement	11

Table of Contents - Page 2

Article	10	Association Activities	12
	10.1	CSEA Conferences	12
	10.2	Use of School Facilities	12
	10.3	Association Bulletin Boards	12
Article	11	Physical Examinations Required by Law	12
Article	12	Insurance	13
	12.1	Health Insurance	13
	12.2	Life Insurance/Disability Insurance	13
	12.3	Health Insurance Retirement Payment	14
	12.4	Dental Insurance	15
Article	13	Pension	15
Article	14	Premium Pay and Call-Back Pay	16
	14.1	Premium Pay	16
	14.2	Call-Back Pay	16
Article	15	Salary Schedule	16
Article	16	Paid Holidays	17
	16.1	Custodial, Maintenance and Mechanical Personnel	17
	16.2	Food Service Personnel	17
	16.3	Limitations on Payment	18
Article	17	Vacation	18
	17.1	Amount and Eligibility	18
	17.2	Credited Years and Scheduling	18
	17.3	Vacation Conversion and Roll Over	18
Article	18	Miscellaneous	19
	18.1	Closing of Operations	19
	18.2	Food Service - Benefit Eligibility	19
	18.3	Custodial, Maintenance and 11 or 12 Month Transportation Personnel	19
	18.4	Buildings and Grounds - Clothing Allowance	19
	18.5	Food Service - Uniform Allowance	19
	18.6	Mechanics - Uniforms	20

Table of Contents - Page 3

Article 18 (continued)

18.7 Transportation - Meetings 20

18.8 Payroll Option 20

18.9 Longevity Pay 20

Article 19 Entire Agreement 21

Article 20 Savings Clause 21

Article 21 Labor-Management Committee 21

Article 22 Statutory Provision 21

Appendix A Notes as to Application of Salary Provisions 22

Salary Schedule - Food Service 25

Salary Schedule - Custodial and Maintenance 26

Salary Schedule - Transportation 27

Appendix B Bidding on Bus Runs 28

Appendix C Definitions and Procedures 29

Appendix D Operations & Maintenance Employee Evaluation 32

Appendix E Overtime Wheel Procedures 40

Appendix F Procedures for Summer School Runs 41

Appendix G Procedure for Assigning Charter Runs 42

Signature Page 49

Article 1

Preamble and Duration

1.1 Parties to the Agreement

This is an agreement between the Superintendent of the Phoenix Central School District (hereinafter referred to alternatively as the "District" or "Superintendent") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to alternatively as the "Association" or "Union"), Phoenix School Unit of the Oswego County Local 838. This Agreement is entered into pursuant to the provisions of Article 14 of the Civil Service Law, as amended, (The Public Employees Fair Employment Act).

1.2 Duration of the Agreement

This Agreement shall become effective as of July 1, 2006, and shall terminate on June 30, 2007.

1.3 Copies of Contract

Each member of the bargaining unit shall receive a copy of the contract within 60 days after execution. The copies will be prepared at the expense of the District.

Article 2

Recognition and Application

The Board recognizes the Association as the exclusive collective negotiation agent in the following unit: All employees, except department heads and students employed during academic recesses, in the custodial, maintenance, transportation and food service departments and the LAN Technicians.

Article 3

Rights of Parties

3.1 Association Rights

During the term of this Agreement, the Association shall have the following rights:

A. To exclusively represent the employees in the unit in negotiations regarding wages, hours, terms and conditions of employment;

B. To represent employees in the settlement of grievances;

C. To payroll deductions in the following manner: the district agrees to deduct Association membership dues and/or insurance premiums from the salaries of employees within this unit who voluntarily sign and submit written authorizations at least two (2) weeks prior to the pay period. Dues deductions shall be made in an equal amount in each pay period. The District shall, following each pay period from which a deduction is made, transmit the amounts so deducted to the Civil Service Employees Association, Inc., Albany, New York. An employee may withdraw this authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective period.

The District further agrees to deduct from the salary of each employee who is not a member of the Association an amount equal to the membership dues each pay period and transmit the amounts so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., Albany, NY 12207.

D. To unchallenged representation status for the maximum time allowed by law, should a challenge to representation occur, the Taylor Act procedures will be followed.

E. The School District shall provide the Association President, in March and October, with the names and addresses of all bargaining unit employees with a designation of which ones are dues paying members.

F. A duly authorized representative of the Association may visit the District's unit employee at reasonable times to discharge the Association duties as collective bargaining representatives. There will be no inordinate interruption of work as a result. The immediate supervisor will be made aware of these visits.

G. The district will set up a voluntary payroll deduction to PEOPLE.

3.2 Board Rights

A. 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 type of educational 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 hire, layoff, assign, transfer and promote employees; to determine the number of administrative assignments; to introduce new or improved methods, techniques and programs; to evaluate personnel; to determine whether or not to subcontract; to determine the number and duties of personnel; to discontinue or consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this Agreement.

B. It is understood and agreed that all the rights, powers and authority possessed by the District prior to this Agreement remain vested in the District, whether previously exercised or not, except those rights which are specifically abridged, deleted or modified by this Agreement.

Article 4

Obligation of the Parties

4.1 Obligations of the Association

The Association and the employees agree that during the term of this Agreement there shall be no strikes, slowdowns, refusals to work, or other action which is designed to interfere with, or has the effect of interfering with the normal operations of the District or the schools; nor shall the Association cause, instigate, encourage or condone any such action.

4.2 Obligations of the District

During the period of unchallenged representation status, the District agrees that it will not negotiate with any other organization representing, or claiming to represent, employees with the negotiating unit covered by this Agreement.

Article 5

Probationary Employees

Each new employee, or in the case of a break in continuous service (the July and August recess for 10 month employees shall not be deemed to be a break in continuous service), each re-hired employee shall be on probation for a period not to exceed ninety (90) calendar days, during which time the employee has no seniority and may be discharged or disciplined at the sole discretion of the District and shall have no recourse to the grievance procedure of this Agreement.

Article 6

Seniority

6.1 Definition

Seniority is defined as the length of continuous service of an employee in the District. Seniority shall not be applicable to any casual, seasonal, temporary, or substitute positions.

The District will provide a separate seniority listing for custodial titles and a list for maintenance and grounds titles to be used for overtime purposes.

6.2 Credit

No seniority shall be earned during the probationary period. However upon successful completion of the probationary period, an employee shall be credited with seniority as of the date of employee's original appointment. As of July 1, 1988, food service employees will earn seniority according to job title.

6.3 Termination

All seniority rights shall be terminated by:

A. Quit or retirement;

B. Discharge without reinstatement;

C. Unauthorized failure to return to work at the expiration of a leave or vacation;

D. Absence from the active payroll because of layoff, reduction in work force, or other reason, for twelve (12) consecutive months or more.

6.4 General Application

Layoffs, reductions in force and recall will be conducted in a job classification basis according to seniority, subject to the following qualifications. In layoffs, reduction in force or recalls, the District shall follow the seniority order in applicable list, provided that the remaining senior employees have the ability, skill and fitness to perform the work required. There shall be no bumping or relative seniority rights between employees in different job classifications unless a senior employee about to be laid off has in the past performed the work available to the satisfaction of the District, and is completely qualified without further training to displace a junior employee in another job classification.

The District agrees to offer the opportunity to work extra hours to regular help within the department where work is required before substitute help, according to seniority at the rate of pay specified for the job requiring extra hours. Overtime will be offered based on a building seniority wheel, unless unforeseen circumstances occur. (See Custodial Overtime, Appendix E.) When an employee is required to perform work in a classification which is in a higher grade for a length of time constituting a full shift he (she) shall be paid at the job rate of the higher classification. This will apply to all situations with the exception of emergencies or training programs. If a higher classified employee voluntarily substitutes in a lower classified position, the employee will be paid at the rate of the job performed.

6.5 Layoffs of Brief Duration

The provision of 6.4 shall not apply to layoffs or reductions in force of less than thirty (30) consecutive working days.

6.6 Posting

The District will post at the beginning of each school year a seniority list, broken down by classifications within departments.

6.7 Special Application

A. **Food Service** - If a vacancy occurs and the District proposes to permanently fill it, substitute food service personnel will be considered for the position, by seniority, before other applicants. Assignment of extra work shall be done on a building basis, and within each building according to the order of employee's original date of hire.

B. **Transportation** - The District will prepare and post a seniority list for charter trips. The charter trips will be offered to personnel on the list on a rotating basis by seniority. A trip offered, but refused, will be counted as a trip worked for rotation purposes.

C. **Transportation** - When a driver gives up a kindergarten run during the school year, he or she will go to the bottom of the seniority list for the purpose of being assigned a kindergarten run for the following year.

Article 7

Vacancies

All jobs within the bargaining unit will be posted for a period of three (3) working days. The employee within the department where the vacancy exists, who respond to the posting, will be interviewed and considered for the position prior to considering employees from other departments or outside sources. In filling the vacancy, the district will consider seniority an important factor, while not reducing the importance of physical ability, aptitude, skills and experience. If such posting is done during the shutdown or recess, bargaining unit employees of the respective department shall be notified of such vacancy/vacancies by first class mail as soon as possible, with a copy to the unit CSEA president.

Article 8

Grievance and Arbitration Procedure

8.1 Definition of Grievance

A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

8.2 Procedure

A grievance may be raised by the Association or by an employee within the negotiating unit covered by this Agreement. Once a grievance is raised, the following procedure must be pursued:

Step 1 - Informal Stage

A grievance shall first be discussed orally by the grievant, with or without representation by the Association, and his/her immediate supervisor.

Step 2 - Formal Stage

A. Any grievance not resolved in Step 1 shall be reduced to writing, signed by the employee, and presented to the Superintendent or his/her designee within ten (10)

regular work days following the occurrence giving rise to the grievance. The written grievance must be signed together with a statement of the facts surrounding the grievance. If a grievance involves all members of the bargaining unit, the Association may file the written grievance.

B. The Superintendent may call a meeting of the parties within ten (10) days of the date of presentation of the written grievance. If such a meeting is convened, the unit president and field representative will be present.

C. Within five (5) regular work days after such meeting, or within fifteen (15) regular work days after the presentation of the written grievance in event that no meeting is held, whichever is later, the Superintendent will deliver his/her decision in writing to the grievant with copies to the unit and field representative of the Association.

Step 3 - Arbitration

A. If the grievance remains unresolved after the conclusion of Step 2, the Association may, within a time limit of fifteen (15) calendar days after receipt of the Step 2 answer, submit the unresolved grievance in writing (copy to the Superintendent) to a mutually agreed upon arbitrator, or if none, to the Public Employment Relations Board (PERB).

B. The arbitrator selected shall hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.

C. The decision or award rendered by the designated arbitrator shall be advisory only and non-binding upon the Board. In making his/her recommendations, the arbitrator will not add to, subtract from or change any of the provisions of this Agreement, nor will he/she render any decision which conflicts with any law, regulations, directive, or other obligations binding upon the District, nor will he/she imply any obligation which is not specifically set forth in this Agreement.

D. The fees and expenses of the arbitrator will be shared equally by the Board and the Association.

E. The Association shall have the option of waiving the Step 3 advisory arbitration stage, and proceed directly from Step 2 to Step 4.

Step 4 - Appeal Stage

Within 15 (15 school days) after receipt of the arbitrator's recommendation, or after receipt of the Superintendent's decision in Step 2, in the event that Step 3 advisory arbitration is waived, the Board will hold an executive hearing on the grievance.

8.3 Restriction on Remedies

The grievance-arbitration procedure of this Agreement shall constitute the sole procedure of raising claims of contract violation and for reviewing disciplinary and removal actions. The Association and the employees covered by the Agreement waive all other procedures for raising claims of contract violation or for reviewing discipline and removal actions, provided by law or otherwise, such as Article V, Title B, Section 75 of the New York Civil Service Law.

8.4 Time Limits

The time limits set forth in this article are of essence. They may, however, be extended by mutual written agreement of the parties.

Article 9

Leave of Absence

9.1 Sick Leave

Each employee shall accumulate sick leave at the rate of one (1) day for each month of active employment (i.e., 10 month employees - 10 days; for 12 month employees - 12 days). The term "each month of active employment" shall mean those months when the employee actually works a majority of the work days scheduled during the month. At the beginning of each school year, the employees will be notified of the amount of accumulated sick leave that has been credited to them. Sick leave shall be subject to the following conditions:

A. **Maximum Accumulation:** If any employee does not use the full amount of sick leave accumulated in a given year, the excess shall be carried over and credited to his/her sick leave account on the first day of the next school year, provided that the total accumulated sick leave credited to an employee's account shall at no time during the term of this Agreement exceed 280 days.

B. **Use of Sick Leave:** Sick leave may be used only where the employee is unable to work by reason of personal illness. The District may require the employee to provide a physician's or dentist's (M.D., D.D.S., D.C.) certificate at the expense of the employee, as proof of any personal illness (and fitness to return to work) resulting in the employee's absence for more than three consecutive days. In such cases the District retains the right to verify the certification of the employee's physician by requiring the employee to be examined by a physician at the District's expense. Additionally, in cases where the absence from work amounts to three consecutive days or less and where abuse of sick leave is suspected, the

District may require the employee to be examined at District expense by a physician selected by the District.

C. **Limitation on Payment:** In no event will an employee receive payment for a day of sick leave unless the employee notifies his or her supervisor of the sickness at a reasonable period of time prior to the beginning of the shift, unless extenuating circumstances prevent the notification.

D. **Sick Leave Bank:**

1. There shall be established a Sick Leave Bank to be available to all covered personnel as defined in the recognition statement in Article 2 of this agreement. The intention of this Sick Leave Bank is to protect the members from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (Note: for the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

   This Bank shall be administered by a committee consisting of two members, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications for additional sick leave days submitted by the members of the Bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this agreement.

   Each member of the staff covered by this agreement shall have the opportunity to elect to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A member who begins after September 1 will have 30 days from the beginning date of employment in which to sign such authorization.

   Each member who elects to participate in the Sick Leave Bank shall contribute one day of accrued sick leave during their first year of participation. In subsequent years of participation, a member shall donate one day per year, providing the total contribution will not result in exceeding a maximum of 110 days, only new participants will contribute. If, during the school year, the contribution from all other participants would not result in exceeding the maximum of 110 days, each participating member shall contribute one day. The number of accumulated days in the Sick Leave Bank shall not exceed 110 days regardless of contributions made by new participants.

   A member will not withdraw days from the Bank until his own accumulated sick leave is depleted. In any case, at least the first 30 days of serious

illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, the number of additional sick days they are requesting. All such forms shall be submitted to the Superintendent, who shall, within five school days, call the Committee into session.

A member may request any or all of the thirty (30) day maximum offered by the bank. Necessary additional days up to forty-five (45) may be requested when the original request is for less than the full amount.

Persons withdrawing from the Bank or leaving the system must leave contributed days in the Bank.

2. In the event that the Committee cannot reach a decision, they shall confer with the Superintendent who shall cast the decisive vote based on all available information.

3. It is agreed between the parties that the Association shall keep the records of the Sick Leave Bank. The Association shall provide a quarterly report of the number of days, and days added or deleted for the period, as well as the ending balance. The report shall also list all current Sick Bank members.

E. **Food Service:** All Food Service employees may use sick days for personal and family illness, as well as personal business as defined in Article 9.2. Personal Business may not exceed 5 sick days annually.

9.2 Personal Leave

Each non-probationary full-time employee (see Art. 18 for eligibility of food service employees) shall annually earn one (1) personal day for each two months of active employment (as defined in Section 9.1 above) up to a maximum of five (5) days. Probationary employees will not receive paid personal leave days. However, upon permanent appointment, the employee will be credited with one (1) personal leave day.

Effective each July 1, each non-probationary full-time employee shall be credited and fronted with one (1) personal day. The four (4) remaining days would accrue based on present procedure.

A. Personal leave shall be used exclusively for family illness or urgent personal business. If an employee has expended his/her annual personal leave allotment, the employee may file a written request to the Superintendent of Schools to convert a requested number of available sick leave days to be used only for immediate family illness.

B. Prior permission must be granted for personal leave, and whenever possible, arrangements for the leave must be made at least three (3) school days in advance.

C. An employee's immediate supervisor is authorized to approve personal leave absence for the following reasons: Illness or death in immediate family (defined as parents and parents-in-law, spouse, brothers and sisters, brothers and sisters-in-law, children and grandchildren, grandparents, and grandparents-in-law); legal business, dental appointments which cannot be scheduled outside of working hours; moving of household effects.

D. All other paid personal leave absence must receive the approval of the Superintendent. The Superintendent retains the sole discretion to authorize the unpaid leave for the purpose of attending funerals of individuals not enumerated in "C." above, which discretion will not be subject to the grievance procedure.

E. Personal leave is not to be used for the purpose of extended vacations.

F. Personal leave day(s) requests sought for the purpose of attending a routinely scheduled doctor's or dentist's appointment must be accompanied by a submission to the district of the appointment slip.

G. Personal leave shall be non-accumulative as personal leave. Personal leave credits unused at the end of the school year will be converted to sick leave and be added to the employee's sick leave account.

9.3 Jury Duty

Employees who are required to be absent from work to serve as jurors shall be paid for the time actually lost from work, less any amount received by the employee as juror fees. When an employee receives a notice of call to jury duty, he/she shall notify his/her immediate supervisor on the first school day following receipt of such notice.

9.4 Bereavement

An employee who is absent from work solely because of the death and attendance at the funeral of a spouse, parent, parent-in-law, step-parent, child, or significant other (the significant other must reside in the same household as the employee) shall be entitled to

be paid for time actually lost from regularly scheduled work up to a maximum of five (5) days per relative for a maximum of two (2) occurrences per year.

A total of three (3) days per year shall be allowed for the death of a grandparent, grandchild, sister, brother, or other in-laws.

A total of one (1) day per year shall be allowed for the death of an uncle, aunt, cousin, niece, or nephew.

Under certain extenuating or catastrophic circumstances an employee, who has used all of her/his bereavement leave allocation, may file a written request to the Superintendent of Schools to convert a requested number of available sick leave days to be used only for the specific bereavement situation.

Article 10

Association Activities

10.1 CSEA Conferences

Up to four (4) work days per year at the day's regular rate of pay will be given the CSEA delegates of the District for days spent as a representative at meetings or conferences of importance to the Association, such as county-wide or state-wide conventions. There will be no payment under this section for attendance at collective negotiating workshops or institutes. The District must be given at least one (1) week's notice of the identity of any employee who will be attending such conferences.

10.2 Use of School Facilities

It is agreed that the facilities of the school shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. The Association, however, must secure advance approval for the utilization of facilities.

10.3 Association Bulletin Boards

At each work location, the Association shall have access to designated school bulletin boards for the posting of information. It is understood that the content of the notices posted shall not be derogatory or controversial. They will be limited to Association business. At each bulletin board, information will be posted where to find a complete set of bargaining unit job descriptions. The Union President will receive copies of all job postings and job descriptions.

Article 11

Physical Examinations Required by Law

Any employee who is required by law to have a physical examination shall do so in a timely manner. The cost of such examination shall be borne by the school.

Article 12

Insurance

12.1 Health Insurance

Subject to carrier's requirements, unit employees shall continue to be covered by a group insurance plan. During the 2006-2007 school year the Board will pay 94% of the premium of the Health Insurance Plan.

All Bus Drivers presently enrolled in the group insurance plans as of June 30, 1983, shall be eligible to continue in the plans.

A. Effective July 1, 2001, a Bus Driver, to be eligible for the group insurance, must drive a minimum of five (5) runs, or have four (4) consecutive years of service with the district (July 1, 1997 or earlier as of July 1, 2001).

B. Substitute Service Credit toward the four-year waiting period.

1. For bus drivers Board appointed prior to July 1, 1995, each year of continuous substitute service will count as 1/4 year.

2. For bus drivers Board appointed on or after July 1, 1995, each year of continuous substitute service will count as 1/2 year, provided that the substitute bus driver worked 120 days during that school year.

C. Any Board appointed bus driver who is not eligible to enroll in the group health insurance plan (waiting period status) shall have the option to join the group plan with the total cost of the premium to be paid, through standard payroll deduction, by the employee.

12.2 Life Insurance/Disability Insurance

All Board appointed unit employees shall receive a $10,000 life insurance policy. The cost of the policy shall be paid by the District.

All Board appointed unit employees shall be eligible to enroll in the District's Long Term Disability Income Plan. The District shall contribute 50% of the premium and the

employee shall pay, through standard payroll deduction, fifty percent (50%) of the premium.

12.3 Health Insurance Retirement Payment and Long Service Payment

A. Upon retirement, members of this unit will be eligible for payment towards the health insurance in force for the district's employees based on meeting all of the following criteria:

1. A member of this unit, in order to be eligible for health insurance retirement payment, must have been continuously employed by the Phoenix Central School District for 10 years. For any unit member retiring from Phoenix, with 20 continuous years or more in the District, the Board will pay 15% of the group health insurance plan for life. For any unit member retiring from Phoenix with 30 or more continuous years of experience in the district, the Board will pay 30% of the group health plan for life. This benefit would not take effect for any individual until the first year in which the unused sick day cash equivalent (see Article 12.3) are exhausted to the point that accruals will pay for less than 70% of the health benefits.

2. A member must actually be retiring, not resigning. The person must actually file for and be eligible for retirement salary from New York State Employees Retirement System. A member forfeits his/her right to health insurance retirement payment if he/she accepts employment after retirement and health insurance is paid in full from his/her new employer.

3. The employer's share of the cost will be based on the cash equivalent of the employee's accumulated unused sick leave with the maximum employer's yearly payment not to exceed the percentage paid by the employer for active employees for each year health insurance is in effect. The cash equivalent will be determined as follows: the total number of unused sick days at the final day of retirement will be multiplied by the daily earnings of the members. The employer's share will be paid yearly until the person's death or the cash accumulated sum is paid or the person forfeits, as enumerated in #2.

4. The employee may opt to take the cash equivalent as determined in 12.3 (3) as a direct payment, at a yearly amount not to exceed the employer's share of the premium paid to the carrier of the health plan the employee is enrolled in at retirement. This payment will be made in lieu of coverage under the health plan, and if chosen will be paid yearly until the person's death or the cash accumulated sum is paid. The eligibility for this option is the same as enumerated in 12.3.A.1 An employee may elect the insurance coverage or cash, as alluded to in the above. The employees not covered by the health plans at the time of retirement are eligible for the cash payment. This payment will be made in a cash lump sum paid immediately following retirement and yearly thereafter. The cash amount will be based upon the premium rates for the family health plan in effect.

B. Upon resignation following twenty (20) or more consecutive years of Board appointed service to the District, and with at least two (2) weeks prior notification to the District, unit employees will be eligible to convert their accumulated unused sick days to a cash equivalent of $30.00 per day for full-time employees working eight hours per day and $15.00 per day for part-time employees working less than eight hours per day. This payment will be made in a cash lump sum paid immediately following resignation, and yearly thereafter, with each payment to be based on the premium rates for the family health plan in effect.

C. An employee who resigns to avoid any disciplinary charges will not be eligible for this benefit to convert unused sick leave.

12.4 Dental Insurance

Unit members are eligible for the teachers' Blue Cross/Blue Shield Dental Plan. The District will provide a dental insurance contribution as follows:

School Year	Single	Family or Employee + 1
2006-07	$275	$300

Article 13

Pension

Eligible employees should be members of the New York State Retirement System and are encouraged to join. The school district agrees to enact 75-i of the Retirement and Social Security Law of the State of New York for those eligible employees.

Any detailed, specific inquiries regarding membership in the New York State Retirement System shall be directed to the Headquarters of the System at Albany, NY.

Article 14

Premium Pay and Call-Back Pay

14.1 Premium Pay

A. With respect to non-driving personnel, and as long as the District continues a normal work week of 40 hours and a normal work day of 8 hours, the District agrees to pay time and one-half the employee's regular straight time rate for hours worked in excess of 8 hours in any one day, or 40 hours in any one week. There shall, however, be no pyramiding of overtime by virtue of this section. To receive payment for the excess work, the work performed must be authorized by the Superintendent or his representative.

B. Once an employee has been scheduled for overtime, any unverified sick leave or personal leave used by such affected employee in the particular work week where the scheduled overtime occurs will not be included for the purpose of determining premium pay for hours worked in excess of forty (40) hours per week for the same particular week.

This provision B. will not be applied for any overtime such as resulting from an emergency or which may be mandated by the District, nor will this provision B. apply for hours worked in excess of eight (8) hours in any one day.

14.2 Call-Back Pay

With respect to non-driving personnel, any employee who is called back to work after the normal shift has expired shall be guaranteed a minimum of two (2) hours pay at the regular rate.

Article 15

Salary Schedule

The applicable salary schedules and provisions to be followed during the term of this Agreement are set forth in Appendix A to this Agreement. Level or step placement during the term of this Agreement shall be pursuant to Appendix A.

General wage increase is 3.5% for the contract year beginning July 1, 2006, based on the employee's current hourly rate.

Effective July 1, 2003, the Cleaner position will be upgraded to Custodial Worker I.

Article 16

Paid Holidays

16.1 Custodial, Maintenance and Mechanical Personnel

The district will grant eligible employees a day off with a normal day's pay for the following designated holidays:

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (or an alternate day designated by the District)
Christmas Eve Day (one-half, p.m.)
Christmas Day
New Year's Eve Day (one-half, p.m.)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday (or an alternate day designated by the District)
Washington's Birthday (or an alternate day designated by the District)
Memorial Day
Good Friday (or an alternate day designated by the District)
Independence Day

16.2 Food Service Personnel

The district will grant eligible (see Art. 18 for holiday eligibility of food service employees) employees a day off with a normal day's pay for the following designated holidays:

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (or an alternate day designated by the District)
Christmas Eve Day (one-half, p.m.)
Christmas Day
New Year's Eve Day (one-half, p.m.)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday (or an alternate day designated by the District)
Washington's Birthday (or an alternate day designated by the District)
Effective July 1, 1999: Good Friday (or an alternate day designated by the District)
Memorial Day

16.3 Limitations on Payment

Pay for the holidays listed under 16.1 and 16.2 above will be given to those eligible employees actively employed on the day before and the day after such holidays. Unexcused absence on the last scheduled work day before, or the first scheduled work day after the holiday, will make the employee ineligible for pay for the holiday.

Article 17

Vacation

17.1 Amount and Eligibility

The Board of Education will provide the following paid vacation schedule for those employees employed on a 12 month, 40 hour week basis):

A. Six months of service prior to July 1 ..... 1 week

B. One year of service through ten years of continuous service.....2 weeks

C. After 10 years of continuous ..... 15 days

D. After 15 years of continuous ..... 18 days

E. After 20 years of continuous ..... 20 days

F. After 22 years of continuous ..... 22 days

G. After 25 years of continuous ..... 25 days

17.2 Credited Years and Scheduling

A year of service will be credited if a person is employed prior to July 1st of the preceding year. Those employees hired after January 1st of any given year will receive a vacation prorated by the months employed after permanent appointment.

Vacations must be scheduled with the employee's immediate supervisor. The Board retains the right to establish vacation periods when and where obvious conflicts occur.

17.3 Vacation Conversion and Roll Over

Unit members may accumulate vacation days to a maximum of twenty-five days. On July 1st of each year, accrued vacation days in excess of twenty-five (25) days will be moved to the unit member's accrued sick leave for the unit member's credit and use, up to the maximum limits as per Article 9.1.A.

Article 18

Miscellaneous

18.1 Closing of Operations

It is recognized that the District has the right to close operations at any time, including the right to close buildings for a two-week period during the summer recess. In the event of a scheduled summer shutdown, Buildings & Grounds Department personnel will be required to use their earned vacation during that period.

18.2 Food Service - Benefit Eligibility

Employees who are regularly scheduled to work at least 30 hours per week, 10 months of the year will be entitled to holidays, sick leave and personal leave benefits. All other employees will be entitled only to sick leave benefits, and effective September 1, 1992, all Board of Education appointed food service employees who work less than 30 hours per week (10 months) will receive holidays as follows:

A. Effective July 1, 2001: (1) Thanksgiving Day; (2) Christmas Day; (3) Good Friday (or an alternate day designated by the District); (4) Day after Thanksgiving (or an alternate day designated by the District)

18.3 Custodial, Maintenance and 11 or 12 Month Transportation Personnel

Unless the Superintendent declares that because of weather, or other similar conditions, employees need not report to work, absences due to inclement weather will be deducted from personal leave days or salary. The Superintendent declaration will be accomplished by radio announcements.

18.4 Buildings and Grounds - Clothing Allowance

Unit members will receive a lump sum check through Accounts Payable in July. Unit members will provide receipts for approved uniforms by the last day of work in September. Unit members who do not supply receipts in full will not receive a clothing allowance for the following year. Payment will be $195 for 2006-2007. Uniform expectations will be discussed in Labor Management.

18.5 Food Service - Uniform Allowance

Unit members will receive a lump sum check through Accounts Payable in early September. Unit members will provide receipts for approved uniforms by the last day of work in September. Unit members who do not supply receipts in full will not receive a clothing allowance for the following year. Food Service employees will be allowed $90 for 2006-07, per employee, for the purchase of uniforms or work shoes. Employees are allowed to purchase approved uniforms at any vendor/merchant.

18.6 Mechanics – Uniform Allowance

Mechanics shall be given three (3) uniform changes weekly. In addition, transportation employees (excluding bus drivers) will be provided $60 for 2006-07, per employee, for the purchase of work shoes.

Unit members will receive a lump sum check through Accounts Payable in July. Unit members will provide receipts for approved work shoes by the last day of work in September. Unit members who do not supply receipts in full will not receive a work shoe allowance for the following year.

18.7 Transportation - Meetings

Bus drivers will be required to meet for thirty minutes in alternate months during the school year with their supervisor. Staff may have option to input agenda items for these meetings in advance with the supervisor. Employees in attendance will be paid for each 30-minute meeting at half the amount of their regular hourly rate.

18.8 Payroll Option

All employees in the bargaining unit shall have the option of a 21 (10 months), or a 26 (10 months and 12 months) check payroll distribution.

18.9 Longevity Pay

The District will provide the following longevity payments for permanently appointed employees:

On the fifth (5th) anniversary date and following four years.....$75.00
On the tenth (10th) anniversary date and following four years.....$150.00
On the fifteenth (15th) anniversary date and following four years $225.00
On the twentieth (20th) anniversary date and following four years.....$300.00
On the twenty-fifth (25th) anniversary date and following four years.....$375.00
On the thirtieth (30th) anniversary date and following continuous service $450.00

Longevity stipends shall be paid once per year for all unit employees entitled to the stipend on the same day. The stipend shall be equal to the stipend that the employee would be entitled to, based on the anniversary date as it falls during the budget year from July 1 through June 30.

Article 19

Entire Agreement

This agreement shall constitute the full and complete commitments between both parties and may be altered, changes, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Article 20

Savings Clause

Should any term or provision of this Agreement be in conflict with any State or Federal statute or other rule such as law or rule or regulation shall prevail, and the conflicting term or provision of this Agreement shall be deemed null and void. However, all other terms and conditions of this Agreement shall continue in full force and effect. In such a case, the parties will meet to negotiate a legal replacement, if possible, for such illegal or invalid provision or section. It is understood that such negotiations shall be strictly limited to the particular provision or section which was declared illegal and that no other provision or section of this Agreement shall be affected or subject in any way to re-negotiation.

Article 21

Labor-Management Committee

The District and Union agree to establish a joint Labor-Management Committee for the purpose of providing communication, discussion and resolution of issues affecting the District and the bargaining unit. The Committee shall be composed of no more than three (3) District representatives appointed by the Superintendent and three (3) Union representatives appointed by the Union President. The committee shall meet upon the request of either party, but with no fewer than four meetings during a school year, July through June.

Article 22

Statutory Provision

IT IS HEREBY 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.

APPENDIX A

NOTES AS TO APPLICATION OF SALARY PROVISIONS

1. Custodian and maintenance employee whose shift commences at or after 3:00 p.m. shall receive a separate hourly rate (as per attached salary appendix). This night rate (.24 differential) shall not apply to any employee whose shift commenced before 3:00 p.m., although the shift may end after 3:00 p.m.

2. A. With reference to the Food Service schedule, for any special functions held during days when school is not in session, excluding weekends, Food Service employees will receive normal hourly pay (i.e., Teacher Workshop Days). For any special functions held outside normal working hours for Food Service personnel, the rate of pay shall be $1.25 above their rate of pay on the schedule.

   B. Food Service personnel required to attend the annual orientation meeting for Cooks shall receive their regular hourly rate for time in attendance.

   C. When school is closed for emergency reasons, cooks and bakers who have reported for work shall be paid for time actually worked (minimum 2 hours).

3. With reference to the Bus Driver's schedule, the following shall apply:

   A. The District shall have the discretion to consider comparable driving experience in other districts in the placement of new drivers on the salary schedule.

   B. Expenses shall be provided to drivers on charter runs in the following manner:

      1. When a charter run requires the performance of a driver between the hours of 12:00 Noon and 2:00 p.m., a lunch reimbursement shall be allowed up to $6.00.

      2. When a charter run requires the performance of a driver between the hours of 5:30 p.m. and 8:00 p.m., a dinner reimbursement will be allowed up to $11.00.

      3. When a charter run requires a driver to be absent from the employee's home overnight, there will be an allowance for lodging, up to the amount that is expended for passengers on the chartered trip.

      4. Breakfast Allowance: Bus Drivers on Charter runs receive a breakfast reimbursement ($6.00) the same amount as the lunch reimbursement when on the road on or before 6:00 a.m. or in overnight status.

      5. Remain at Bus: If a "remain with bus charter" driver is required to remain at the bus at the destination, the driver will receive the appropriate full meal reimbursement amount without submission of receipt.

APPENDIX A: Salary Provisions (continued)

C. The rate of pay for the in-district charter and extra run work will be:

	2006-07
per trip rate	$26.95

The rate of pay for out-of-district charter work for 5 hours or less will be:

	2006-07
per trip rate	$73.68

The rate of pay per hour for all hours in excess of 5 hours will be:

2006-07
$12.34

The rate of pay for summer school runs out-of-district will be paid at the driver's regular rate of pay; trip time to be determined by the Transportation Supervisor (as per bus driver's daily rate).

D. Regular drivers will have the choice of charter runs before substitutes, if it does not interfere with the regular run.

E. DEFINITIONS

1. In-District Charter - within boundaries of school district.

2. A "Charter" is a special individual trip utilizing school vehicles which have been requisitioned (requested) by a school administrator for a specific activity (i.e., visit to a farm, post office, movie, theater, or those other similar activities, which are a part of the educational program, interscholastic, or extra curricular activity of the students participating in such an activity). This may be within or outside the boundaries of the school district.

3. Shuttle Run

A "Shuttle Run" is that portion of a regularly scheduled bus route for "picking up" and "taking home" of students in the school district which requires that particular bus on the route to pick up and discharge students between buildings or transfer points as a part of said route. This "shuttle run" also covers those students participating in extra curricular activities in the secondary school requiring transportation home on the elementary school bus routes.

4. Late Run - Detention Run

The "Late Run and Detention Run" provides transportation to those students involved in an athletic activity and detention to discharge points within the district after such daily practice is completed between the hours of 5:00 and 6:00 p.m. The rate of pay for this run will be $16.98.

4. The policy regarding snow days in effect prior to July 1, 1974, will continue for the term of this Agreement. Custodial and maintenance employees who are required to work on snow days shall be guaranteed a minimum of four hours at the regular rate of pay.

5. Employees who are promoted to a position which pays a higher rate of pay shall be placed on the level of the new position which provides for an increase in pay.

6. LAN Technician:

2006-07
$18.71

Appendix A FOOD SERVICE SALARY SCHEDULE

Food Service employees' hourly rates will increase by 3.5%. Those employees that were permanently appointed prior to July 1, 2006, whose hourly rate after the 3.5% increase is less than $7.15 per hour shall be increased to $7.15 per hour effective July 1, 2006. Food Service employees permanently appointed after July 1, 2006 shall be paid $6.75 per hour until January 1, 2007 when their rate will increase to $7.15 per hour.

District designated Lead Food Service workers will be paid a differential of $.45/hr. in 2006/07.

Appendix A (continued)

All employees will remain on the levels that they were on in the 1985-88 contract.

CUSTODIAL AND MAINTENANCE SALARY SCHEDULE

Hourly Rates of Pay

	2006-07
Custodial Workers I	
Day	$14.40
Night	$14.64
Custodial Workers II	
Day	$17.22
Night	$17.46
Custodians	
Day	$17.28
Night	$17.52
Head Custodians A	
Day	$18.01
Night	$18.25
Head Custodians B	
Day	$18.30
Night	$18.54
Utility Workers	
Day	$16.45
Night	$16.69
Maintenance Workers A	
Day	$17.72
Night	$17.96
Maintenance Workers B	
Day	$18.01
Night	$18.25
Maintenance Workers Job Rate	
Day	$18.60
Night	$18.84
Maintenance Workers Job Rate I	
Day	$19.47
Night	$19.71

Appendix A (continued)

TRANSPORTATION SALARY SCHEDULE
Hourly Rates of Pay

	2006-07
Head Mechanic	$21.25
Mechanic	
Probation	$20.02
6 months	$20.31
Job Rate	$20.59
Transportation Utility	
Probation	$19.02
6 months	$19.32
Job Rate	$19.52
Driver/Washer	
Probation	$18.88
6 months	$19.14
Job Rate	$19.35
Bus Driver: 4 Runs	
Probation	$18.50
1	$18.69
2	$18.90
3	$19.10
4	$19.30
5	$19.48
6	$19.69
Bus Driver: 5 Runs	
Probation	$18.62
1	$18.83
2	$19.02
3	$19.20

4	$19.40
5	$19.59
6	$20.02

Appendix A (continued)

The hourly rates are computed at 5 hours for each four run driver for 190 days. The annual salary arrived at will be prorated over 21 pays for the school year, which will constitute the annual salary regardless of the number of days school is in session.

EXAMPLE: Step 1 - $16.49 per hour X 5 hours = $82.45
Step 2 - $82.45 per day X 190 days - $15,665.50
Step 3 - $15,665.50 annual salary / 21 pays = $745.98 per pay period

Appendix B

Bidding on Bus Runs

All regular runs that become vacant during the summer will be posted in the bus garage one week prior to Orientation Day. Bidding on these runs will take place on Orientation Day by seniority.

Regular runs vacated for whatever reason after the Orientation Day bidding, but prior to the end of the first semester, will be filled with a substitute or a new driver by the Supervisor of Transportation. These vacated runs will be posted in the bus garage one week prior to the last day of the first semester. Bidding on such vacated runs shall take place on the last day of the first semester.

Regular runs vacated for whatever reason during the second semester will be filled with a substitute or new driver by the Supervisor of Transportation.

Appendix C

Definitions and Procedures

The Superintendent and the Association agree to the following language, definitions and procedures:

1. Definitions:

A. A **Scheduled Extra Run** is a planned repetitive run, which has been unable to be incorporated into a driver's regular run time; which is not requisitioned; which has a reasonable certainty of continuation throughout the school year or semester; which takes place during the regular school day; and is directly related to specific educational needs of the student passenger(s). This run may be within or outside the boundaries of the school district.

B. A **Special Extra Run** is an unplanned run, not formally requisitioned, necessary to meet an immediate transportation need resulting from an unforeseen incident(s) or situation(s) and for which there is no reasonable opportunity for prior notification to the Office of the Transportation Supervisor. The only exception will be the scheduled sick run which is included in the job description of the Transportation Utility Person. This run may be within or outside the boundaries of the school district.

C. An **Extra Run** is a regular pickup/take home run which is in excess of the assigned driver's salary based number of daily runs. This run will be the result of one or more buildings excusing its students at a different time than the other buildings.

2. Procedures:

A. Daily Available Worksheet

a. The DAILY AVAILABLE WORKSHEET will be posted in the bus garage near the Daily Maintenance Log.

b. Any driver who is interested and available for extra work on the given day, must sign his/her name on the DAILY AVAILABLE WORKSHEET prior to 7:30 a.m. to be considered for assignments that may come up on that day.

c. Daily replacements for absentee SCHEDULED EXTRA RUN drivers will be assigned from the DAILY AVAILABLE WORKSHEET based on the most senior available driver who has signed the sheet on the given day.

d. SPECIAL EXTRA RUNS drivers will be assigned from the DAILY AVAILABLE WORKSHEET based on the most senior available driver who has signed the sheet on the given day.

B. Extra Run

a. EXTRA RUN assignments will be posted, bid and assigned to the most senior available drivers until each EXTRA RUN is assigned. When possible, EXTRA RUN(S) will be posted at least five (5) working days prior to the day of the EXTRA RUN(S).

C. Scheduled Extra Run

a. For all SCHEDULED EXTRA RUN assignments, a driver, once assigned, will be committed to the assigned run for the entire school year or other specified period, unless the SCHEDULED EXTRA RUN is eliminated or the run is reassigned to a more senior driver who has had his/her assigned SCHEDULED EXTRA RUN eliminated.

b. On the Tuesday following Labor Day, all known SCHEDULED EXTRA RUNS will be posted, bid and assigned to the most senior available drivers. On the last business day in June, all known summer school runs will be posted, bid, and assigned to the most senior available driver.

c. If a new SCHEDULED EXTRA RUN is created at any time during the school year, and after other known runs have been bid, the new run will be posted, bid, and assigned to the most senior driver.

d. If a driver assigned to a SCHEDULED EXTRA RUN retires or resigns, the vacant run will be immediately, upon official notification to the District Office of the driver's retirement or resignation, posted, bid, and assigned to the most senior available driver.

e. If, during the school year, a SCHEDULED EXTRA RUN is eliminated, the driver assigned to the eliminated run will have the option, providing he/she has greater seniority, to replace the least senior driver assigned to a SCHEDULED EXTRA RUN.

f. If, during a school semester, a driver assigned to a SCHEDULED EXTRA RUN is absent for any reason, and that absence is for less than the balance of the semester, the SCHEDULE EXTRA RUN will be assigned from the DAILY AVAILABLE WORKSHEET to the most senior available driver.

g. If, during a school year, a driver assigned to a SCHEDULED EXTRA RUN is absent for any reason, and that absence is indicated by the driver to the District that it will extend to the end of, or beyond, the semester, the SCHEDULED EXTRA RUN will be posted, bid, and assigned to the most senior available driver. Upon the absentee's return to work, he/she will be reassigned to the SCHEDULED EXTRA RUN.

h. If, at the beginning of a school year, the most senior available driver successfully bids for a SCHEDULED EXTRA RUN, then indicates to the

District that he/she will be absent from work at the beginning of the school year and for a period of time that will not include the full semester, that run will be held for the senior driver but would, however, be posted after all other known SCHEDULED EXTRA RUNS have been assigned, with the run to be assigned to the most senior available driver for the term of the driver's absence. Upon return to work the senior driver will assume his/her original assignment to the SCHEDULED EXTRA RUN.

i. If, at the beginning of a school year, the most senior available driver indicates to the District that he/she will be absent from work at the beginning of the school year for a period that goes into the following semester, that driver will not be eligible to bid on a SCHEDULED EXTRA RUN at that time. Upon his/her return to work the driver will replace, for the remainder of the school year, the least senior driver assigned to a SCHEDULED EXTRA RUN.

j. The only exception(s) to any of the above will be those special education runs which require continuity of drivers. In those cases, the District will inform the Association President of the need to assign one (1) driver for a specific term to assure continuity in meeting the needs of the students with the District to use seniority as much as possible in assigning drivers.

D. <u>Band Booster Club Equipment Bus Trips</u>

For all charter trips involving the Band Booster Club equipment bus, the order of offer will be:

1. Mechanics by seniority
2. Utility person(s) by seniority
3. Regular drivers based on regular charter trip rotation

E. <u>P.M. Student Missed Bus Run</u>

a. On those occasions when a student(s) misses a regular elementary p.m. run, the run to transport the student(s) will be offered to the first driver to return to the bus garage from his/her regular p.m. run. Drivers will be asked in returning order until the extra duty is accepted. In the event of two or more drivers returning to the bus garage at the same time, the offer of this run will be by descending seniority of the returned drivers. This method of offer will minimize the delay of returning students home.

Appendix D

Memorandum of Agreement

RE: Operations & Maintenance – Employee Job Performance Evaluation

Between

PHOENIX CENTRAL SCHOOL

"DISTRICT"

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION

LOCAL 1000, AFSCME/AFL-CIO

"CSEA"

July 1, 1998

OPERATIONS & MAINTENANCE: Employee Job Performance Evaluation

TABLE OF CONTENTS

Section	Page
PURPOSE	35
TIMETABLE	35
EVALUATOR	36
STANDARDS	36-40
MISC.	40
Exhibit A – EVALUATION DOCUMENT	41
Exhibit B – COUNSELING MEMORANDUM	42
Exhibit C – NOTICE OF DISCIPLINARY ACTION	43

PHOENIX CENTRAL SCHOOL

Operations & Maintenance

JOB PERFORMANCE EVALUATION

Guidelines and Procedures

PURPOSE: To provide a resource for continued improvement of Staff and Departmental operation by focusing employee efforts towards consistency of expectations as related to individual efforts and Departmental procedures. The utilization of this evaluation process will serve to provide the District with one tool to be used as a means of measuring specific employee traits pertinent to and necessary for successful Departmental operation. The identification of specific employee weaknesses will provide the employee with the immediate knowledge of his/her deficient performance and allow the District a formal opportunity to offer corrective measures such as training or instruction or distinctly written guidelines/directions. The goal of this evaluation process is to have each and every employee meeting all job performance expectations to continually promote efficiency and consistency throughout the Department.

TIMETABLE:

Permanent Employees: Each permanent employee shall be evaluated annually. The evaluating Supervisor will meet with the employee within one (1) week of the evaluation date to discuss the evaluation and present one original with the Supervisor's signature to the employee for his/her comment, to be returned to the Supervisor within ten (10) working days of the employee's receipt of the evaluation.

Probationary Employees: Each probationary employee shall have an initial evaluation between the thirty (30) day and the forty five (45) day mark of his/her probation period. The evaluating Supervisor will meet with the employee within one (1) week of the evaluation date to discuss the evaluation and present one original with the Supervisor's signature to the employee for her/his comment, to be returned to the Supervisor within five (5) working days of the employee's receipt of the evaluation.

Each probationary employee will have a final evaluation prior to completion of the nine (90) day probation period, at which time the evaluating Supervisor will recommend to the Superintendent of Schools: (1) the employee's permanent appointment; or (2) the employee's dismissal. The evaluating Supervisor will meet with the employee prior to the completion of the ninety day probation to discuss the evaluation and to present one original with the Supervisor's signature to the employee for his/her comment, to be returned to the Supervisor within five (5) working days of the employee's receipt of the evaluation.

APPENDIX D: Job Performance Evaluation (continued)

For probationary employees, the District reserves the option to conduct one intermediary evaluation between the initial and final probationary evaluations. The procedures for the intermediary evaluation shall be the same as the initial and final evaluation.

Special: Any employee who receives a DEFICIENT rating for *OVERALL PERFORMANCE OF JOB DUTIES* shall be subject to an additional evaluation to be completed within three (3) months of the original evaluation. The additional evaluation will emphasize those areas determined to be DEFICIENT on the original evaluation. If employee improvement in the specified areas is not sufficient, as determined by the Supervisor, the employee will be evaluated on a monthly basis until such time the employee has either: (1) achieved satisfactory improvement; or (2) has arranged, through common agreement other working accommodations; or (3) the District seeks disciplinary action. The Supervisor will present any and all evaluations to the employee within one (1) week of their completion. Following a full discussion, the employee will receive one signed original for his/her comment to be returned to the Supervisor within five (5) working days of its receipt.

EVALUATOR: Formal evaluations will be conducted and performed by the Supervisor of Buildings and Grounds. While input regarding an employee's day-to-day performance of duties may be requested from appropriate Head Custodians, Building Administrators, and/or other District Administrative Staff, the Supervisor of Buildings & Grounds shall have the sole responsibility for developing the final evaluation document.

STANDARDS:

Appearance: The employee wears clothing that is appropriate for the position, i.e., promotes personal safety, clean and/or sanitary, tasteful. Personal cleanliness is appropriate and generally acceptable for a public education environment.

DEFICIENT / MEETS

Knowledge – Skill – Ability: Exhibits sufficient practical knowledge necessary for the position. Demonstrates adequate skills and abilities in carrying out day-to-day duties.

DEFICIENT / MEETS / EXCEEDS

Dependability:

Punctuality: The employee is regularly punched in and working on time according to his/her assigned hourly schedule.

DEFICIENT / MEETS

APPENDIX D: Job Performance Evaluation (continued)

Attendance – Personal Days: The employee takes a reasonable number of personal days.

DEFICIENT: The employee requests more than his/her annual allotment as per terms and conditions of the Labor Agreement.

MEETS: The employee fully complies with all requirements and conditions of the Labor Agreement for proper and reasonable use of personal days.

EXCEEDS: The employee uses no personal days in the calendar year preceding the evaluation.

Attendance – Sick Days: The employee fully complies with all requirements and conditions of the Labor Agreement, Article 9, Paragraph 9.1.B and 9.1.C for proper and reasonable use of sick days.

DEFICIENT: The employee does not comply with all requirements and conditions of the Labor Agreement for proper and reasonable use of sick days.

MEETS: The employee fully complies with all requirements and conditions of the Labor Agreement for proper and reasonable use of sick days.

EXCEEDS: No sick days in the calendar year preceding the evaluation date.

Attendance – Other: The employee does not request and take other unpaid or paid leaves for other than legal purposes such as Jury Duty or Family Medical Leave.

DEFICIENT: More than one requested and taken leave in a calendar year preceding the evaluation.

MEETS: One or less requested and taken.

Observes State and Federal Laws: The employee does not knowingly and/or purposely fail to follow New York State or Federal laws and regulations such as, but not limited to, OSHA or PESH, harassment, discrimination, smoking on school grounds, use of alcohol or other chemical substances on school grounds, or bringing weapons on school grounds.

DEFICIENT / MEETS

Observes District Policies/CSEA Agreement: The employee does not knowingly and/or purposely fail to follow local School District policies or language specific to the CSEA Agreement.

DEFICIENT / MEETS / EXCEEDS

APPENDIX D: Job Performance Evaluation (continued)

Works Independently: The employee has complete knowledge of job responsibilities and building/grounds needs and is able to perform effectively on a day-to-day basis with minimal direction and/or supervision in meeting identified building/grounds needs.

DEFICIENT / MEETS / EXCEEDS

Reacts reasonably in an emergency: The employee handles an emergency in a positive manner without panicking. He/she follows correct procedures, emphasizing the primary safety of students, other staff members and any guests, as well as informing his/her immediate Supervisor and any other appropriate District personnel and local authorities of the situation as soon as reasonably possible. The employee does not become flustered to the point where he/she panics others or loses emotional control to the point where others are put in danger or are treated in an unacceptable manner.

DEFICIENT / MEETS / EXCEEDS

Initiative and Work Effort:

Completes assignments in a timely manner: The employee performs his/her duties in an acceptable manner that is within the time constraints of his/her hourly schedule. The employee undertakes and completes special assignments in a time frame acceptable to his/her immediate supervisor.

DEFICIENT / MEETS / EXCEEDS

Resourcefulness and innovation: For those situations which are unplanned or allow for minimal planning time that require an immediate resolution that is unique due to the lack of readily available materials or appropriate personnel.

DEFICIENT / MEETS / EXCEEDS

Performs day-to-day in an acceptable manner: Regular daily duties are completed on a regular basis with minimal supervision, in compliance with generally acceptable standards of cleanliness, repair or installation.

DEFICIENT / MEETS / EXCEEDS

Cooperation:

Willingly accepts assignments and direction: The employee, in a positive and respectful manner, without complaint, accepts direction and/or assignments from immediate supervision and other District Administrators for performance of duties that fall within the parameters of the employee's classification.

DEFICIENT / MEETS / EXCEEDS

APPENDIX D: Job Performance Evaluation (continued)

Works well with others in Department: The employee is able to work effectively with and around others in the Department without negatively affecting his/her own performance or performance of others.

DEFICIENT / MEETS / EXCEEDS

Works well with students and other District personnel: The employee is able to work with and around students, teachers, administrators, bus drivers, cafeteria personnel, and other instructional support staff, conducting him/herself in a manner that promotes proper educational needs and personal job performance.

DEFICIENT / MEETS / EXCEEDS

Works well with public users of buildings/grounds: The employee provides courteous and appropriate service to those people/groups who use the school buildings in off-school hours.

DEFICIENT / MEETS / EXCEEDS

Attitude:

Discharges duties in a positive manner: The employee makes an honest attempt to complete his/her duties with minimal openly negative remarks directed towards his/her job, towards other District staff members, students, parents, or personal private life associations.

DEFICIENT / MEETS / EXCEEDS

Conducts self in an appropriate manner: The employee performs in a professional manner appropriate to a public school setting, including, but not limited to, use of proper language with no profanity, responds in a low-key, polite manner when in disagreement with someone else, deals with students in a manner appropriate to the age group, does not bring negative personal situations into work, treats other adults with respect and courtesy, and understands that the education of our students with related activities is the one primary function of the school district and as support staff he/she is employed as a service person to the school system, its students, its staff, its guests.

DEFICIENT / MEETS / EXCEEDS

Safety:

Knowledge of and follows guidelines: During specific training sessions and direction from District Supervision, the employee shall gain knowledge of proper safety techniques, both suggested and mandated, and follows the guidelines and regulations as stated.

DEFICIENT / MEETS / EXCEEDS

APPENDIX D: Job Performance Evaluation (continued)

Performs duties in a manner safe to self and others: Self-Explanatory.

DEFICIENT / MEETS / EXCEEDS

Properly uses/cares for assigned equipment/tools: Self-Explanatory.

DEFICIENT / MEETS / EXCEEDS

Documentation:

Submits accurate and timely District Records/Reports: (when applicable) Employee completes work logs, receiving reports, HAZCOM reports, and other reports as requested, with maximum accuracy and turns them in to the appropriate personnel as soon as reasonably possible.

DEFICIENT / MEETS / EXCEEDS

Properly uses and maintains District Records/Reports: The employee uses and files time cards, personnel forms, shipping logs, and other District Records/Reports in a manner that is in compliance with District and/or other governmental policies/guidelines.

DEFICIENT / MEETS / EXCEEDS

Overall Performance: The Supervisor will review the entire evaluation and establish an overall employee evaluation standard which will exceed, meet or be deficient of the District's expectations for performance standards.

Miscellaneous:

Employees will receive one original with the Supervisor's signature. Once returned with the employee's comment (if any) and signature, two copies will be made: one for the employee and one for the Supervisor. The original will be sent to the Business Office where the Business Administrator will review it, initial it and place it in the employee's personnel file.

Any and all DEFICIENT standards will require the Supervisor to provide the employee with specific suggestions and/or recommendations designed to bring the employee's standard(s) up to the MEETS category.

APPENDIX E

CUSTODIAL OVERTIME WHEEL

1. Wheel rotation starts with most senior person and ends with least senior person per building.

2. Wheel chart is posted on bulletin board.

3. Overtime is offered to first person on wheel to start with. If that person works it, then the date worked is entered after their name. The next overtime is offered to the next person and so on down the line.

4. If the person that is up on the wheel does not want to work then it goes to the next person, and the person that passed up the overtime loses their turn until the rotation comes up again.

5. If a shift has to be split, then the person who is up on the wheel has choice of the first half or second half of shift.

6. If you have gone through the whole list and no one wants to work, then the least senior person works the overtime.

7. Wheel rotation picks up where it left off from the previous school year.

APPENDIX F

PROCEDURE FOR SUMMER SCHOOL RUNS

DRIVERS AND MONITORS

1. Bidding on summer runs will be completed before the last day of school.

   - Summer school runs will be assigned in seniority order for drivers and monitors from sign-up list.
   - Separate sign-up sheets will be posted for drivers and monitors.
   - (Drivers will sign drivers sheet; monitors will sign monitors sheet.)
   - There will be a column for only substituting during the summer.
   - In the event the list is exhausted, the Transportation Supervisor will assign a driver to cover a run.

2. Drivers and monitors must be available for the full summer school session. Drivers of summer school runs may take up to 5 consecutive days off during the summer session, with the exception of the first week. This may only occur if the driver's spouse or significant other has an employer-mandated scheduled vacation from his/her work that falls during the summer session. The significant other must reside in the same household as the employee. The Transportation Supervisor approval is required for vacation.

3. You may take a day off for doctor's appointments, sick time, or other reasons.

4. In the event a driver or monitor has to have a day off due to sickness or emergency, they must call the transportation office by 6:05 a.m. so the office can secure a replacement.

5. Arrangements for other days off must be made three days in advance, excluding bereavement.

6. Once a summer school student is assigned a bus, they will only be allowed to switch buses if the principal or supervisor deems it necessary.

APPENDIX G

PROCEDURE FOR ASSIGNING CHARTER TRIPS

Revised – January 2001

1. Charter trips will be assigned beginning in seniority order on a rotating basis.
2. The seniority listing will be posted on the bulletin board.
3. Each bus required for the charter trips for the following Saturday or Sunday will be posted by 11:00 a.m. Monday morning, and the charter trips will be posted in numerical sequence. Any charters that come in after 11:00 a.m. Monday will be put at the bottom of the list in numerical order.
4. Willingness of the driver to accept a charter run must be indicated by the driver by signing the charter trip notice prior to Thursday at 9:00 a.m. This allows each driver eligible for a charter run from Monday through Wednesday night at 5:00 p.m. to ascertain their availability for a weekend charter.
5. In the event the seniority list is exhausted (no driver has signed for a particular charter), the Supervisor of Transportation will assign a substitute driver to cover the charter trip.
6. Drivers signing up for charters can be excused from driving said charter only for reasons such as health or death in the family. Sickness may require a doctor's statement validating the claim. For rotation purposes it's the same as a charter worked.
7. When the charter trips for a particular date have been assigned and then an opening occurs for a previously assigned trip because a driver canceled for reasons of health, etc., then that trip is assigned to the next available driver on the rotation chart that has signed up for that charter.
8. In the event a charter trip is scheduled by the district after the Thursday morning assignments are completed, then this trip will be assigned to the next available driver on the rotation chart that has signed up for that charter.
9. If a charter cancellation is made on a weekend by a driver, the Transportation Supervisor will call the next person who signed for that charter from the rotation list. If that person is not available, the Transportation Supervisor will use any available driver.
10. Charters going out before the Thursday morning deadline will be taken down at 2:30 p.m. the day before the charter is going out.
11. If a charter that has been assigned is canceled, that driver will have first choice at the next available charter that they are available for.

APPENDIX G – ASSIGNING CHARTER TRIPS (continued)

12. If your charter has been canceled it is the driver's responsibility to come to the office to check on the next available charter and sign the charter sheet.

12A. Drivers must make their selection on what charter they want to replace the one that was canceled within ten workdays from the date of cancellation.

13. Pay when a charter is canceled:

- If a driver is at the garage after his/her run waiting to go out on a charter, goes to the school and finds out the charter is canceled, the pay will be one run.
- On a weekend charter or late charter at night when a driver has to come back from home to the garage and goes to the school and then finds out the charter is canceled, the driver will be paid in full charter rate.
- If the driver leaves with students on the bus and then the charter is canceled, the driver will be paid the full charter rate.
- When a driver is assigned a charter, that driver must work the day before and the day after the charter, unless it is an emergency.
- A driver who does not work the day before a charter, that charter will be assigned to the next person who signed for the charter.
- A driver who does not work the day after a charter will be skipped for one rotation on the wheel.

14. In the event that a requisition is received to take classes to the BOCES campus in Mexico for Career Day and/or a visit, the rate of pay will be two (2) extra runs.

15. When drivers are scheduled for their physicals, they must report for their physicals on the day they are scheduled. If on the day of their physical the driver in question is up for a charter, they will not be able to accept the charter. They will be eligible to take the next charter that comes up. If they do not select the next charter, it is the same as a charter worked.

16. A chaperone and/or coach must be provided for all charters by the person requesting the charter. The chaperone is to assist the driver with keeping bus behavior in line. This includes in-district charters.

17. Use of the charter board will begin each year (July 1- June 30) with the first request for a charter. The first request will be numbered #1.

APPENDIX G – ASSIGNING CHARTER TRIPS (continued)

18. Since most drivers are not available to sign for charters during the summer, the drivers must be contacted (using the charter board). A driver is determined to have been contacted if:

    - they have been spoken to
    - a message has been left with a family member
    - a message has been left on an answering machine

    When possible, the driver will be given a "reasonable" amount of time (to be determined yet) to respond. A driver is determined to be unavailable for a charter if there is no answer of any kind when she/he is called. A phone log is to be kept to include date, time, and what contact, if any, was made.

19. A sign-up sheet will be posted, two weeks prior to the end of the school year, for any drivers interested in accepting any charters that come in before the start of the new school year. If a driver does not sign the sheet in June, and then determines that they are available, they may call the Transportation Supervisor or Head Bus Driver and have their name added to the list. The driver may also sign the sheet and add the dates of when he/she is available.

20. If it is known by the person requesting the charter, that the driver must be present at the destination for the entire duration of the charter, the requestor must state this when making the charter requests.

IN WITNESS WHEREOF, the Phoenix School Unit, Oswego County Local 838 of the Civil Service Employees Association, Inc. and the District, by their duly authorized representatives, have executed this Agreement on the _____ day of _____, 20_____, Phoenix, New York.

Phoenix School Unit, Oswego County Local 838 of the Civil Service Employees Association, Inc.

Phoenix Central School District

By:_____
CSEA Unit President

By:_____
President, Board of Education

By:_____
CSEA Field Representative

By:_____
Superintendent of Schools

By:_____

By:_____

By:_____

By:_____

By:_____ Date:_____