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#### **Contract Database Metadata Elements**

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**CONTRACT BETWEEN THE**

**FABIUS-POMPEY CENTRAL SCHOOL DISTRICT**  
**CUSTODIANS, FOOD SERVICE WORKERS,**  
**LIBRARY CLERKS, SCHOOL MONITORS,**  
**SECRETARIES, TEACHER AIDES**

**AND THE**

**SUPERINTENDENT**  
**OF THE**  
**FABIUS-POMPEY CENTRAL SCHOOL DISTRICT**

**July 1, 2008 – June 30, 2011**

*2012*



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## **PREAMBLE**

This Agreement is the result of negotiations between the Fabius-Pompey Non-Instructional Organization and the Fabius-Pompey Central School District, and agents of the same, which have been conducted under the requirements of the New York State Public Employees Fair Employment Act. The provisions heretofore exercised by the District with respect to all matters not specifically covered in this Agreement shall continue to be subject to the direction and control of the Board of Education of said District.

## **RECOGNITION**

The Fabius-Pompey Central School District recognizes the Organization as the exclusive representative for the purpose of collective negotiation of non-instructional personnel including the following: custodians, food service workers, library clerks, school monitors, secretaries, and teacher aides. Such recognition shall be effective July 1, 1999, and continue for the period of three (3) years allowable under the Public Employees Fair Employment Act unless challenged within the last seven (7) months of expiration of this Agreement by a bonafide employee organization showing membership and support of at least thirty (30%) percent of the employees in this negotiating unit within the period of unchallenged representation status accorded, pursuant to the Public Employees Fair Employment Act.

This recognition further constitutes an agreement between the District and the Organization to reach understandings regarding matters of wages and conditions of employment. The District and the Organization recognize that the Board of Education of the Fabius-Pompey Central School District is the legally constituted body responsible for the determination of policies covering all aspects of the Fabius-Pompey Central School system.

The following positions, designated as confidential employees, are excluded from the bargaining unit: Secretary to the Superintendent of Schools, Secretary to the Business Manager and Account Clerk/Typist I in the Business Office only.

## **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **1. Negotiating Teams**

The Superintendent of Schools or other designated representative(s) of the District will meet with representative(s) of the Organization or its designated representative(s) for the purpose of discussion and reaching mutually satisfactory agreements.

2. Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year such request shall be made on or before February 28 of the year in which the contract expires and not prior to January 15.

3. Consultants

The parties may call upon consultants to assist in preparing negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

### **MUTUAL REOPENING CLAUSE**

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

### **DEFINITIONS**

The term employee refers to one who works on a school year, or eleven (11) month, or twelve (12) month basis with a specified number of hours and days per week.

Twelve (12) month employee - employee who works seven (7) or more hours per day on a regularly scheduled basis for twelve (12) months.

Eleven (11) month employee - employee who works seven or more hours per day on a regularly scheduled basis for eleven months or the equivalent of eleven months as the case may be.

School year employee - employee who works a regularly scheduled number of hours per week on days when school is in session. This group includes: library clerks, aides, monitors and food service

Part-time employee - employee who works less than twenty (20) hours per week. This group will be covered by this contract on a prorated basis according to the hours they work. Immediate family -immediate family includes spouse, children, father, mother, sister, brother, grandparents, in-laws, aunts, and uncles.

## CONDITIONS OF EMPLOYMENT

### Sick Leave

1. Sick leave will be granted at the rate of one (1) day for each month worked. Employees shall be credited their annual entitlement each September. New hires commencing employment after September shall be credited their prorated entitlement on their first (1st) day of employment.
2. Unused sick leave shall be cumulative to two hundred fifty (250) days.

Written notification of the employee's accumulation and current entitlement shall be made each September.

3. When bargaining unit members have accumulated the maximum number of unused sick days as indicated in item (2) above, they will be credited annually with the number of days specified in the contract for use during that school year. Unused days for that year cannot be accumulated beyond the maximum stated above.
4. The Superintendent of Schools may request a doctor's certificate from an employee who has been absent under the provisions of this sick leave policy.
5. The Superintendent of Schools may request a doctor's statement indicating the ability of the employee to perform his assigned task.
6. Sick Leave Bank

A sick leave bank for full-time employees will be administered by the District according to the following guidelines:

- A) The sick leave bank shall be established by the contribution of two (2) days of accumulated sick leave from each participating unit employee. Those who choose not to participate may not join the bank for one (1) year thereafter.
- B) The maximum number of days in the bank shall not exceed the maximum possible under #A above (two [2] days times number of unit employees).
- C) The bank may only be replenished once a year on the basis outlined in #A above when and if the days remaining in the bank reaches fifteen (15) or less.



- D) First (1st) year employees are excluded from participation in the bank. They may elect to join the bank at the beginning of their second (2nd) year of employment by contributing two (2) days of accumulated sick leave.
- E) Only participating eligible employees may draw on the bank.
- F) The School District may require medical documentation of any claim to the bank at any time.
- G) It is the understanding of the parties that an employee shall not receive and/or retain remuneration from both Workers' Compensation and the sick leave bank. An employee receiving Workers' Compensation shall not be permitted to draw on the bank.
- H) The purpose of the bank is to provide for lengthy periods of disability.
- I) Eligible employees may draw on the bank based on the following guidelines:
  - 1. An eligible employee must first exhaust all of his/her accumulated sick leave.
  - 2. One (1) day for each year of full-time continuous employment with the Fabius-Pompey District; and
  - 3. One (1) day for every two (2) days of accumulated sick leave as of the beginning of the current school year;
  - 4. The number of days arrived at by "2" and "3" above will be limited to the number of workdays remaining for that school year.

#### Family Illness

- 1. A maximum of four (4) days of family illness shall be granted each year without loss of pay to eleven (11) and twelve (12) month employees; three (3) days shall be granted to school year employees.
- 2. If additional time is required for family illness, up to two (2) days may be deducted from the employee's sick leave for this purpose.

3. At the end of each year, all unused family illness days shall be credited as sick leave provided the addition of these days does not exceed the maximum accumulation of sick leave.

### Bereavement Leave

1. Bargaining unit members shall receive three (3) days per occurrence for death in immediate family at full pay.

This allowance shall not be cumulative. Immediate family shall be defined as members of the immediate household related by blood or marriage, or persons with whom the bargaining unit member maintains a close family relationship. Should a question arise as to the status of an individual identified as immediate family in a request for bereavement leave, the burden shall rest with the employee to establish the validity of the relationship to the satisfaction of the Superintendent.

2. If the three (3) days for absence due to death in the immediate family are insufficient, additional days may be granted, however these days shall be deducted from the employee's accumulated sick leave days.

### Personal Leave

1. Employees covered under this contract shall receive three (3) days for personal leave to conduct such activities of a non-recreational nature as may be impossible to carry out during the normal non-school time.
2. These days must be requested from the appropriate supervisor at least twenty four (24) hours in advance. The twenty four (24) hour period may be waived by the Superintendent of Schools.
3. Unused personal days shall be accumulated as sick days.
4. Personal leave shall not be used nor was it created to extend holiday or vacation periods. Leave prior to or after such periods when required because of hardship or pressing need, may be granted, but only with the express approval of the Superintendent of Schools of an employee's formal written request.
5. Personal Leave shall not be used for the purposes of satisfying the requirements or responsibilities of other employment outside of the District.

### Leave Without Pay

A maximum of five (5) days leave without pay per year may be granted by the Superintendent upon receipt of an employee's written request.

### Parental Leave of Absence

A Parental Leave of Absence shall be granted to an employee for the purpose of childbearing and/or child rearing as follows:

1. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided that her attending physician verifies that she is capable of handling the essential functions for her appointed position without causing any health hazard to said employee or expected child. Such verification shall be provided upon the request of the Superintendent of Schools.
2. All or any portion of a leave taken by an employee because of a medical disability verified by a doctor, connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
3. An employee shall be entitled, upon written request of at least 30 calendar days, to a leave of absence without pay for a maximum of two (2) school years beginning at any time between the commencement of the pregnancy and one month after the child is born or after the physician has determined there is no longer a disability due to pregnancy, whichever is later. The written request shall include a physician's statement certifying her pregnancy, or a copy of the birth certificate of the child whichever is applicable.
4. An employee may return from a parental leave of absence upon giving seven (7) calendar days notice of his/her intention to return to work with the return to commence on the next Monday. If the employee has been on a parental leave due to a disability or incurs a disabling condition while on the leave the employee will also provide the District with a medical release to return without restriction prior to his/her return to work.

### On-Call

A member of Operations/Maintenance who voluntarily wears a pager may use such pager for personal use. It is expected that by volunteering to wear such a device, the employee will respond and take the necessary action. The employee will be paid his/her normal rate of pay if he/she is required to show up at the work site as a result of the page alert. The District shall make the final determination as to which individuals will be permitted to wear a pager.

### Emergency Call

Bargaining unit members who are called in to work in response to an emergency call when such work will not become contiguous with the employee's regular work schedule, shall be credited for at least two hours of paid time at his/her regular hourly base rate of pay. The total hours actually worked, or the two hour minimum, whichever is greater, shall be applied to the employee's weekly overtime calculation as per the overtime section on Page 9, of this Agreement. The two hour minimum language will be applied to those situations where an employee has received less than one day of prior notification to report to the school premises to perform work.

### Professional Development and Conferences

The District will make reasonable efforts to provide opportunities for bargaining unit members to participate in voluntary professional development and conferences with no loss of leave time. Additionally, there are times that a bargaining unit member may be required to participate in job related training. Bargaining unit members who are required by the district or who receive preapproval from the District to participate in job related training outside the regular workday shall receive their straight time hourly rate of pay. In the event the participation in this training results in hours worked over 40 in a week, bargaining unit members shall receive time and one half for those hours over 40. Payment shall be made only for time actually spent in training.

### Mileage Reimbursement

Those bargaining unit members who use their personal vehicle during the work day for district business including, but not limited to, deliveries, pick ups, and travel related to training that takes place off of school property, shall be reimbursed at the current IRS rate per mile, providing that the employee received prior authorization from the Business Manager to use said vehicle. This language does not apply to travel between the two school buildings and bus garage. With prior authorization, bargaining unit members may utilize district owned vehicles for the purpose of travel as stated above.

### Vacations

#### Twelve (12) Month Employees

1. Vacations may be requested at any time when school is not in session. At the discretion and approval of the Superintendent, vacations may be requested when school is in session. Requests of this nature are for limited or unusual circumstances. Seniority and work requirements

will be considered by the supervisor in determining the vacation schedule.

2. Supervisor(s) should be notified of paid summer vacation request(s) no later than June 1 of each year. The Superintendent of Schools may grant a vacation to an employee during the school year if the request is made at least two (2) weeks in advance.
3. If holiday(s) falls within employee's vacation time, employee will not be charged with vacation for that holiday(s).
4. The following vacation time with full pay will be allowed:

After the completion of one (1) year	5 days.
After the completion of two (2) years	10 days.
After the completion of five (5) years	15 days.
After the completion of ten (10) years	20 days.
5. Vacation day credit shall be calculated from the date of the individual's initial employment and each anniversary date thereafter. Vacation time shall be taken in the year following its being earned.

Five (5) days may be carried from one year to the next by first (1st) year employees.

6. In the event that an employee is unable to take all of his/her earned vacation time due to the fact that the immediate supervisor has denied his/her request for use of vacation time, the employee may carry over to the next succeeding year only, a maximum of two (2) unused vacation days. This provision is not applicable to first (1st) year employees.

#### Eleven (11) Month Employees

1. Unless special permission is granted by the Superintendent of Schools, these vacation days will be taken when school is not in session.
2. If a holiday(s) falls within employee's vacation time, employee will not be charged with vacation for that holiday(s).
3. The following vacation time with full pay will be allowed:

After the completion of one (1) year	4 days.
After the completion of two (2) years	9 days.

After the completion of five (5) years                      14 days.  
After the completion of ten (10) years                      19 days.

4. Vacation day credit shall be calculated from the date of the individual's initial employment and each anniversary date thereafter. Vacation time shall be taken in the year following its being earned. Four (4) days may be carried from one year to the next by first (1st) year employees.
5. In the event that an employee is unable to take all of his/her earned vacation time due to the fact that the immediate supervisor has denied his/her request for use of vacation time, the employee may carry over to the next succeeding year only, a maximum of two (2) unused vacation days. This provision is not applicable to first (1st) year employees.

#### Overtime

Overtime at the rate of time and one half will be paid for all hours over forty (40). This will include time expended at home beyond the normal working day while engaged in an activity required by the position. This would not apply to someone who works outside of his normal job area. The forty (40) hour base figure includes time credited for holidays, vacation days, personal days, family days, or days off due to death in family. No employee shall be compensated for overtime unless the overtime has previously been authorized by the employee's supervisor.

#### Time Clocks

Each non-instructional employee shall be required to use the time clocks and each employee shall be required to work a full regular workday as scheduled.

The time necessary to get to and use the time clocks after arriving at the appropriate District work site and before leaving the work site each workday shall be part of that regular workday. No employee shall be required to use his own time for this purpose or any other time clock related purpose.

#### Premium Rates

1. Full-time employees whose regular shift begins after 2 p.m. will receive an hourly premium of six (6%) percent. Night custodians who are required to work after 10 p.m. will receive an additional hourly premium of two (2%) percent of their regular hourly rate of pay for time worked after 10 p.m. only.

2. An employee who accepts an assignment of duties in a higher paid job category shall receive an hourly premium of ten (10%) percent to begin after the employee has assumed such duties for a period of two (2) days. Unless the job is acting as department head then there should be no waiting period involved.

Holidays

1. Employees will be entitled to the following holidays in addition to regular vacation time:

Twelve (12) Month Employees

Ten (10) Month Employees

Eleven (11) Month Employees

Independence Day	Columbus Day
Labor Day	Veterans Day
Columbus Day	Thanksgiving Day and the day after
Veterans Day	Christmas Day and one other day*
Thanksgiving Day and the day after	New Years Day
Christmas Day and one other day*	Martin Luther King Day
New Years Day	Good Friday
Martin Luther King Day	Memorial Day
President's Day Observance	President's Day Observance
Good Friday	Labor Day **
Memorial Day	

\* The other day will fall during the Christmas/New Year's vacation period. Each school year, the day will be selected by the Superintendent and the Association President.

\*\* If the District requests that the individual work at least one day during the week prior to the Labor Day holiday.

2. When a holiday falls on a weekend the closest working day will be taken as a holiday.
3. All new employees are entitled to holidays as they fall.

Jury Duty

Each employee shall be granted leave with full pay as may be necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. Upon receiving a notice of jury duty, the employee shall notify his/her Immediate Supervisor to that effect. Compensation received from jury duty minus expenses shall be reimbursed to the District.

### Salary Agreements

Salary agreements will be issued to each employee by September 30 of each year. In the event negotiations have not been completed, agreements will be issued upon settlement and salary will be retroactive to July 1.

### Pay Increases

The Board of Education shall reserve the right to grant pay increases greater than those indicated to any employee covered by this contract.

### Dental Insurance

Dental Coverage provided the teaching staff shall be extended to full-time non-instructional employees as defined on page two of the contract (cost-one hundred fifty [\$150] dollars per employee).

### Insurance Benefits

The District shall provide and pay ninety-five percent (95%) of the premium cost of a group hospitalization plan for employees and seventy-five percent (75%) for dependents for full-time working non-instructional employees (as defined on page two of the contract), or retired from this District, who participate in the District Plan.

Any employee hired on or after July 1, 1993 will be eligible for health insurance benefits upon retirement if the employee meets two (2) criteria:

1. The employee must have completed at least fifteen (15) years or more of full-time service with the Fabius-Pompey School District; and
2. The employee must meet the appropriate service retirement eligibility criteria as defined by the New York State Employees' Retirement System. An employee who is retiring, and/or retired, from Fabius-Pompey School District is not eligible for this health insurance benefit if (s)he becomes employed full time by another school district.

The District's Co-Pay Prescription Drug Rider shall be one dollar (\$1.00) for mail order prescription drugs and two dollars (\$2.00) for generic prescription drugs and seven dollars (\$7.00) for non-generic prescription drugs.



Effective September 1, 2008, the District's Co-Pay Prescription Drug Rider shall be five dollars (\$5.00) for generic prescription drugs and fifteen dollars (\$15.00) for non-generic prescription drugs. The District's Co-Pay Prescription Drug Rider for a 90-day supply through mail order shall be ten dollars (\$10.00) for generic prescription drugs and thirty dollars (\$30.00) for non-generic prescription drugs.

The Association will strongly encourage members not to apply for health insurance benefits from the District if they are currently covered by a spouse's health insurance plan.

A unit member who retires from the District shall be entitled to maintain the same health and dental benefits as are available for active employees. For individual and dependent coverage, the retiree shall contribute on the same basis as an active employee. Prescription Co-payments for individuals retiring prior to July 1, 2008 shall be one dollar (\$1.00) for mail order prescription drugs and two dollars (\$2.00) for generic prescription drugs and seven dollars (\$7.00) for non-generic prescription drugs and shall remain at that level unless changed in a manner consistent with state and federal law.

#### **Health Insurance Non-Participation Incentive**

The District will provide an annual payment of \$1,500 to any bargaining unit member who does not participate in the health insurance coverage provided by the District. Any bargaining unit member participating in this incentive must demonstrate proof of health insurance coverage through another source.

In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plans) she/he shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the opt-out amount.

The incentive payment shall be made in a separate check at the conclusion of the school year.

In order for this provision to become active, one bargaining unit member who was participating in the district health insurance plan during the 2007-08 school year must opt out for the 2008-09 school year.

**Flexible Spending Account**

The annual maximum level of participation for unreimbursed medical expenses in the Flexible Spending Account shall be \$5,000.00.

*2,500 - By IRS Law  
5,000 for Dep. Care*

**Retirement Plan**

Members of this unit will be provided with the Improved 1/60th Non-contributory Plan of the New York State Employees' Retirement System or the newly approved 1/60th plan as defined by the New York State Legislature.

**Retirement Benefit**

A full-time non-instructional employee (as defined on page two of the contract) who retires from the Fabius-Pompey District under the New York State Employees' Retirement System, and is at least age 55, shall be granted the following retirement benefit:

**Retirement Benefit**

For 2008-2011:

0-50 days (hourly rate) x (normal workday hourly schedule) x .25 = Total

51-100 days (hourly rate) x (normal workday hourly schedule) x .50 = Total

100+ (hourly rate) x (normal workday hourly schedule) x .75 = Total

"Retirement" shall mean retirement under the New York State Employees' Retirement System. In order to qualify, an employee must have completed ten (10) years of service in the District, and submit two (2) written notifications to the Superintendent of Schools as follows:

1. Written notification of the employee's intent to retire must be filed with the Superintendent no later than April 1 prior to the school year in which (s)he expects to retire.
2. A letter of resignation from the retiring employee must be submitted to the Superintendent by no later than February 15 of the school year in which (s)he expects to retire.

In the event a bargaining unit member does not meet the deadlines specified above, he/she will still be eligible for the benefit, but will not receive the benefit until one year after his/her retirement date.

The Superintendent of Schools shall review on a case by case basis a request by an employee who experiences a catastrophic emergency after the April 1 deadline, necessitating a sudden retirement. The decision of the Superintendent is final and binding and not subject to the grievance procedures.

### Uniforms

The parties agree that maintenance, custodial and food service employees will be required to wear a designated uniform for purposes including, but not limited to, the health, safety and security of students, staff, and the general public. The District retains the final decision over the shirts to be worn by the unit members mentioned above, but at a minimum, the uniform will consist of shirts for all custodial, grounds, maintenance and food service personnel. Each employee in the above titles will receive six (6) golf-type shirts and six (6) t-shirts.

A committee, comprised of the individuals noted below will be established to recommend the types of shirts to be purchased and replacement of those shirts. The Association will appoint one employee from each of the custodial, maintenance and food services departments and the District will include the District's Business Official and a supervisor from each of the affected areas (i.e. custodial, grounds maintenance and food service, where applicable). The committee shall make its recommendations on the type of shirts to be purchased and replacement of those shirts to the Superintendent whose decision shall be final except where specifically noted otherwise in this provision (i.e. paragraph 1).

Although the District will not be responsible for providing the pants worn by unit members, the parties agree that such clothing will be appropriate for the job.<sup>1</sup>

### Early Retirement Incentive

In the event that the New York State Employees' Retirement System offers the option of an early retirement incentive, and the Fabius-Pompey Central School District decides to offer the early retirement incentive to its eligible employees, the parties agree to review the applicability of this benefit to potential eligible employees involved with the incentive plan who meet criteria #2, but not criteria #1 above.

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<sup>1</sup> Sweatpants, spandex, scrub pants, cut off shorts and similar clothing would not be acceptable.

### Emergency Closings

When it is necessary to close schools due to inclement weather, unsafe roads, or other emergency conditions, employees will be notified by regular communications methods of the closing. All custodial, maintenance and groundskeeper employees shall report for work at their regularly scheduled times. Other unit employees who are so notified by their supervisors shall also report for work. Employees who report to work shall be paid their regular pay. Employees not required to report to work shall have the first two emergency days paid at their regular rate of pay without the loss of any leave days. For any emergency beyond two, employees not required to report to work or who cannot do so may apply no more than three (3) vacation or personal leave days for this purpose to receive their normal pay for the day. If all vacation or at least two (2) personal leave days have been exhausted, the employee(s) may apply no more than two (2) sick leave days for this purpose to receive their normal pay for the day. Employees sent home from work because of a school closing occurring after the workday has commenced shall suffer no loss of pay because of it.

### Weekend Work

Any bargaining unit member called in to perform work on the weekends (e.g. building checks) shall be compensated at one and one-half (1 ½) times his/her regular hourly rate. Such compensation shall be for the time worked or two (2) hours, whichever is greater.

### Summer Hours

Summer hours may be established for secretarial and office help.

### Probationary Period

Provisional, probationary and permanent appointments will be made as required by New York State Civil Service.

### Job Vacancies

1. Notices of all non-instructional job openings within the District shall be posted prominently in all schools for at least five (5) days prior to general announcement or recruiting.
2. Notices will include job classifications, salaries, Civil Service qualifications, and any other information pertinent to the vacancy.

## Lunch

Each non-instructional employee is entitled to one half (1/2) hour uninterrupted lunch time.

In emergency situations when non-instructional employees are required by their immediate supervisor to work during their lunch time, and as a result do not receive an uninterrupted lunch period of one-half (1/2) hour, they will receive pay for that time worked at their regular hourly rate of pay. This provision does not entitle the employee to overtime compensation even if, due to this additional work requirement, the employee has exceeded forty (40) hours in a week.

Cooks, food service helpers and others who are employed solely to work in the cafeteria are entitled to paid lunch time plus one (1) free lunch.

## Breaks

Breaks will be scheduled at the discretion of the employee's supervisor or building administrator.

## Use of Facilities

The organization will be allowed to use school buildings for meetings provided that such use will not conflict with previously scheduled school events. Applications for use of building will be made in accordance with established procedures.

## Pay Periods

Non-Instructional personnel shall be paid in the following manner:

Twelve (12) and eleven month employees shall receive twenty six (26) checks

School year employees shall receive twenty one (21) or twenty two (22) checks, depending on the school calendar, with the first (1st) to be delivered by September 30.

Subsequent checks in both the aforementioned cases shall be delivered at approximately two (2) week intervals.

## Union Meetings

Organization members whose work schedules conflict with a scheduled meeting of the organization shall be permitted to leave their work assignments for one (1) hour up to four (4) times per year in order to attend organization meetings that are scheduled at or after 3:15 p.m.

Days to be designated as follows:

1. The day before the opening of school.
2. One (1) day to coincide with a Superintendent's Conference Day.
3. Two (2) other days to be designated by the Union at least one (1) week in advance of the scheduled meeting.

## Personnel File

There shall be only one (1) official personnel file which shall be located in the District Office. Each employee shall have the right to review and sign any material placed in his/her personnel file and be provided with copies of same. Such signature does not necessarily indicate agreement with the content, it indicates only that the employee has had the opportunity to review it. Should the employee disagree with any or all of the content of the material, he/she shall have the opportunity to attach a written response.

Privileged information which is specifically exempted from review shall include strict confidential credentials and related personal references normally sought at the time of employment. Copies of evaluation material shall be given to the employee at the time of the evaluation. Duplicate personnel files may be maintained by each supervisor.

## Evaluation

1. Probationary unit members shall be evaluated by their immediate supervisor at least twice during their probationary period. Permanent unit members shall be evaluated by their immediate supervisor at least once each twelve month period (July 1 - June 30).
2. Evaluation data shall be gathered in an open manner and with the full knowledge of the employee.
3. Each evaluation shall be reviewed and discussed in a conference between the employee and the employer. The evaluation report shall be signed by the employee and the evaluator at the time of the conference. The employee's signature does not indicate approval or

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disapproval of the content. A copy of the evaluation will be given to the employee at the time it is signed.

4. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response within ten (10) days which shall be attached to the file copy of the evaluation.
5. Immediate supervisor shall be defined as follows:

Operations and Maintenance - Supervisor of Buildings & Grounds	
Food Service	Cook/manager
Secretaries, Aides,	Building Principal
Monitors, Nurses, Machine	
Operator, Clerk	

### Seniority

Any employee to be laid off or reduced shall be given at least one (1) month's written notice of such condition.

For those employees whose positions are not governed by Civil Service law and regulation for lay-off and recall, the following procedures shall apply:

Seniority shall be calculated according to the length of continuous employment within the bargaining unit. It shall be determined from the most recent date of hire, excluding unpaid leaves of absence of more than a month.

If positions are reduced or abolished and bargaining unit employees are affected, the least senior employee(s) within the affected Civil Service job title(s) will be reduced or laid off. Employees who have worked in more than one (1) job title for the District may exercise their District seniority to return to a previous position in the event their District seniority is greater than the incumbent's in that position.

Laid off employees shall be placed on an eligibility list and recalled according to seniority.

## GRIEVANCE PROCEDURES

### 1. Declaration of Policy

In order to maintain a harmonious and cooperative relationship among administrators, non-instructional employees and members of the Board of Education which will enhance the educational program of the Fabius-Pompey Schools, it is hereby declared to be the purpose of these procedures to provide a means of orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

### 2. Definitions

- A) Employee shall mean any person in the Fabius-Pompey Non-Instructional Employees Organization.
- B) Administrator shall mean that person responsible for or exercising any degree of supervision or authority over non-instructional employees.
  - 1. Chief Administrator shall mean the Superintendent.
  - 2. Immediate supervisor shall mean the person to whom the employee is directly responsible in the normal channels of supervision and administration.

For clerical workers, the immediate supervisor shall be the Administrator in charge. For custodians and cleaners, the immediate supervisor shall be the Supervisor of Buildings and Grounds. For cafeteria personnel, the immediate supervisor shall be the Cafeteria Manager.

In some cases a preliminary discussion before the informal stage, as defined under procedures, may be advisable depending upon the organization of the department.

- C) Grievance shall mean a claim by a member of the organization or the organization that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.



3. Basic Principles

- A) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. Emphasis is placed on the desirability of and need for successful resolution of the problem at the earliest possible stage. Use of successive stages can be viewed as a failure on the part of the parties involved to accomplish satisfactory resolution of the difficulty or the absence of good faith in the use of the procedure.
- B) An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

4. Procedures

Step I

The grievant shall bring his/her grievance to either the immediate supervisor or the supervisor responsible for the alleged grievance with the object of resolving the matter informally.

This step shall be taken no later than twenty (20) days after the date on which the action giving rise to the grievance occurred or the grievant should have become aware of the action or had knowledge thereof. Any resolution of the grievance at this level shall be in accordance with the terms and conditions of this Agreement and shall be conveyed to the grievant in writing within ten (10) days of the submission of the grievance.

Step II

If the grievant deems the outcome of Step I to be unsatisfactory (s)he shall file a written appeal to the Superintendent within ten (10) days of receipt of the written Step I decision setting forth the nature of the grievance involved and referring to the section(s) of the contract which has been violated.

Step III

If the grievant deems the outcome of Step II to be unsatisfactory (s)he may appeal to arbitration after approval by the Fabius-Pompey Non-Instructional Employees Organization of the appeal.

Appeal to arbitration of an unsatisfactory decision in Step II must be made within twenty (20) days after the receipt of the decision.

Such a request for arbitration shall be initiated by giving the District written notification of such intent.

The decision made by the arbitrator is to be final and binding upon both parties.

Both parties will be bound by the rules and procedures of the American Arbitration Association. All fees and expenses of the arbitrator shall be equally divided between the parties.

## WAGE SCALES – STARTING SALARIES

Job Title	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u> <sup>11-12</sup> <del>12-13</del>
Custodial Worker I	8.84	9.11	9.38 <sup>2.70</sup> 9.57
Custodian I	8.85	9.12	9.39 9.58
Custodian II	9.99	10.29	10.60
Groundskeeper	8.84	9.11	9.38 9.57
Maintenance Helper	9.29	9.57	9.85 10.05
Maintenance Worker I	9.62	9.91	10.21
Maintenance Worker II	10.90	11.23	11.56
Food Service Helper	8.84	9.11	9.38
Cook I	8.84	9.11	9.38
Acct Clerk/Typist	8.84	9.11	9.38
Acct Clerk/Typist II	8.84	9.11	9.38
Typist I	8.84	9.11	9.38
Teacher Aide	8.84	9.11	9.38
School Monitor	8.84	9.11	9.38
Machine Operator	8.84	9.11	9.38
Typist II	8.84	9.11	9.38
Clerk	8.84	9.11	9.38

The District shall not pay any new employee less than the starting salary noted above. The District may pay a new employee more than starting salary if conditions and/or previous experience warrant it.

### Wage Information

1. Employees who are promoted or reclassified shall receive the base rate of the new position or a ten (10%) percent increase over the employee's old rate of pay, whichever is greater.
2. If an employee fails to gain permanent status within a job title and as a result is returned to a former position, the employee shall receive the wage that (s)he would have earned had (s)he remained continuously in the first job title.
3. Beginning with the 2003-04 school year, any bargaining unit member who has completed his/her probationary period, shall have a \$.10/hour adjustment added to his/her salary. Beginning with the 2004-05 school year that adjustment shall be increased to \$.15/hour.

Wage Increases

2008-09 - Salaries of all unit employees shall be increased by 4.0%

2009-10 - Salaries of all unit employees will be increased by 4.0%.

2010-11 - Salaries of all unit employees will be increased by 4.0%

In addition, prior to the percentage increase being applied for the 2008-09 school year, the hourly rate of every bargaining unit member shall be increased by \$.60.

Individual Adjustments

Nine individuals will receive adjustments to their hourly rate. Those individual adjustments will be made prior to the percentage increase being applied to the 2008-09 school year.

Starting salaries and wages will be increased by the following:

<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
3%	3%	3%

Effective July 1, 2006, any current employee not earning at least seventy-five (\$.75) above minimum wage shall have his/her rate increased to seventy-five cents (\$.75) above minimum wage prior to the application of the percentage increase. In the event that the minimum wage is increased at a time other than the start of a contract year, those employees not making at least seventy-five cents (\$.75) above minimum wage shall have their wages increased to seventy-five cents (\$.75) above minimum wage.

Longevity Increments

In addition to a bargaining unit member's hourly rate, each employee shall be entitled to longevity increments as described below:

After five (5) years of continuous service in the District	\$ .15 per hour	
After ten (10) years of continuous service in the District	\$ .20 per hour additional	
After fifteen (15) years of continuous service in the District	\$ .25 per hour additional	
After twenty (20) years of continuous service in the District	\$ .30 per hour additional	

service in the District

After twenty-five (25) years of continuous  
service in the District

\$ .35 per hour additional



The increment at the five (5) year level shall be applied to anyone who has completed five (5) years of service in the District by July 1, 2002. Any bargaining unit member who has not completed five (5) years of service by July 1, 2002, shall receive the increment at the time he/she completes five (5) years of service. All other increments will be applied for any level of service to the District newly acquired on or after July 1, 1999.

## DURATION OF AGREEMENT

The duration of this Agreement shall be from July 1, 2008, through June 30, 2011.

Fabius-Pompey Central School Non-  
Instructional Employees'  
Organization

Fabius-Pompey Central School  
District

Evelyn Tilden  
President of Organization

Timothy P. Ryan  
Superintendent of Schools

Date: 12/23/08

Date: 12/23/08

Approved by the Organization on: June 17, 2008

Approved by the Board of Education on: July 8, 2008

**SIDE LETTER OF  
AGREEMENT  
BETWEEN THE  
FABIUS-POMPEY NON-INSTRUCTIONAL ASSOCIATION  
AND THE  
FABIUS-POMPEY CENTRAL SCHOOL DISTRICT**

Insurance Benefits

It is the intent and understanding of the parties to this Collective Bargaining Agreement that full-time bargaining unit employees hired by the Fabius-Pompey Central School District prior to July 1, 1993 are entitled to the contractual health insurance benefit, upon retirement and thereafter, provided that they do not become employed full time by another school district and are eligible for health insurance coverage through that employment. The contractual health insurance benefit consists of the District providing and paying one hundred (100%) percent of the premium cost of a group hospitalization plan for employees and seventy-five (75%) percent for dependents.

Mary LaFrance  
President of Organization

Matthew J. Swenson  
Superintendent of Schools

7-27-99  
Date

7-21-99  
Date