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Union: **Educational Clerical Staff Unit, CSEA, AFSCME, AFL-CIO**

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Agreement
By and Between
Fulton City School District

and the

CSEA, Local 1000 AFSCME, AFL-CIO



Educational Clerical Staff Unit
Oswego County Local 838

July 1, 2006 - June 30, 2011

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NEGOTIATED AGREEMENT

between

Fulton City School District

and

CSEA Educational Clerical Staff

ARTICLE 1

Association Security

- A.** The City School District, City of Fulton (Employer), recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO (Association) as the sole and exclusive bargaining agent for the school employees of the Educational Clerical Staff bargaining unit (working twenty (20) or more hours per week), for the maximum period allowed by law, for the purpose of collective negotiations and administration of grievances and disputes arising thereunder. Excluded from the bargaining unit: accountant, secretary/typist to Personnel Director, Secretary to Superintendent of Schools.
- B.**
- 1.** The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and any health and accident insurance premium and/or life insurance premium for employees covered by this Agreement (as presently provided). Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, New York 12224, on a payroll period basis.
 - 2.** The employer agrees to submit to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, New York 12224, each payroll period, a listing itemizing the union dues deductions of each employee.
 - 3.** In addition, the Employer will deduct from the payroll of any employee any moneys to be placed in a credit union (one designated Credit Union for the Association) and up to two (2) Tax Sheltered Annuities of those companies presently offered by the District. The sign up periods shall be

November 1, February 1, and May 1 of each school year with the notification dates to the Business Office of October 22, January 15, and April 15 respectively.
 - 4.** Employees may, on a voluntary basis, authorize a payroll deduction for the PEOPLE program.

- C. Membership in the Association shall be voluntary. The Employer agrees there shall be no discrimination, interference, restraint or coercion by the School or any of its agents because of any activities on behalf of the Association.
- D. **AGENCY SHOP** - The Employer agrees that the Union, having been recognized as the sole and exclusive bargaining unit, shall be entitled to have deductions made from the pay of each employee of the bargaining unit who choose not to be members of the Union but are still represented by the Union. Such deductions shall be of an amount equivalent to the membership dues levied by the Union. The Union affirms that such deductions are in accordance with Section 208.3 (b), Article 14, Public Employees' Fair Employment Act of the New York State Civil Service Law. The Union further affirms that it has adopted such procedure for refund of agency fee deductions as required in Section 208.2 (b) of the aforementioned law. The Union hereby agrees to hold the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this section.
- E. The Association's designated representatives and union-sponsored insurance agents shall have the sole and exclusive right of access to employees of the bargaining unit during working hours to administer the terms and conditions of this Agreement, or to explain Association sponsored Health and Accident and/or Life Insurance programs, provided, however, that the Association notifies the appropriate school official and provides him/her total assurance that no in-ordinate interruptions in the work of employees will be involved.
- F. The District shall provide the Association on July 1 and February 1 of each year, the name, address and first date of employment with the District of all bargaining unit employees, along with a designation of which ones are dues-paying members.

ARTICLE 2

Association Rights

The Association shall have the sole right to represent employees as the defined bargaining unit in any and all proceedings under the "Fair Employment Act," under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement, to designate its own representatives and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs, to determine those matters which the membership wish to negotiate and to pursue these objectives free from any interference, restraint, discrimination, or coercion by the School District. The Association shall have the sole right to pursue any matter of issue in accordance with the Grievance and Arbitration Procedure of this Agreement, to pursue any matter or issue to any court of competent jurisdiction, and acting through its

membership and officers be the sole judge therefore, unless it is expressly and specifically abridged, delegated or modified by this Agreement. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the school provided, however, that their content is not controversial or derogatory. The Superintendent of Schools shall approve any notices of communications before distribution or posting.

ARTICLE 3

Management's Rights

- A. The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes, the means used in operating its business and services, and the control of its buildings, real estate, materials, tools and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services will be performed by employees covered under this Agreement; to maintain order and efficiency among Non-Teaching Employees, including the sole right to hire, lay-off, assign, transfer, promote, discipline, discharge, suspend, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.
- B. The above rights of the School District are not all inclusive but indicate the type of matters or rights which are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the School District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4

Job Security

- A. The School agrees that all personnel, other than probationary employees, shall receive the full protection of Section 75 of the Civil Service Law as it is applicable to discharge, suspension or fine or demotion.

On a case by case basis, the District and the CSEA may mutually agree to process a disciplinary action through Article 17 (Grievance and Arbitration Procedure) rather than Section 75 of the Civil Service Law.

- B. The parties agree that the principle provisions of the Civil Service Law governing layoff and preferred lists as contained in Section 80, 81, and 85 (7) will apply. Section 80 contains the basic provisions that when positions in the competitive class are abolished, or reduced in rank or grade, as the case may be, layoffs among incumbents holding the same or similar positions, shall be made in reverse order of original appointment on a permanent basis in the competitive class.

ARTICLE 5

Sick Leave

- A. The sick leave policy shall be one (1) day per month accumulative to **350 days effective 7/1/08 for full-time clerical employees**. All part-time employees' sick leave will be pro-rated at the management's discretion. The sick leave policy shall be that an additional accrual of one day per year shall be permitted starting with the sixth year of service. No retroactivity shall be involved in this determination. The anniversary of July 1 shall be the effective date of such accrual.
- B. Clerical employees absent for prolonged or repeated illness shall be required to present doctors' statements before returning to work.
- C. The District will implement a Sick Leave Donation Program once it is developed by the Article 21 CSEA - District Labor Management Committee.

ARTICLE 6

Personal Leave

- A. **Effective 7/1/08 all civil service clerical employees shall be entitled to five (5) days personal leave per year.** Personal leave not used will be added to the accumulated sick leave. This is not to increase the established sick leave accumulation limit.

Newly hired employees shall be eligible for a pro-rated personal days based upon the date of hire. For example, an employee appointed on January 1st would be eligible for one-half the annual allotment

- B. Reasons for request for personal leave are:
1. Necessary court appearance

2. Moving
 3. Emergency accidents
 4. Observance of religious holidays - the observance of which is expected as required.
 5. Retirement investigations in Albany
 6. Death of a close friend
 7. Personal family problems
- C. Proper permission must be granted in order for the employee to be absent with pay.

ARTICLE 7

Bereavement Leave

- A. All employees shall receive a total of three (3) bereavement days per occurrence for death(s) in the immediate family (father, mother, son, daughter, brother, sister, wife, husband, grandparents).
- B. For immediate in-laws (mother, father, son and daughter), two (2) bereavement days per year may be taken with pay.
- C. For any days needed beyond those bereavement days allotted, an employee may draw upon his/her accumulated sick days.
- D. One (1) day may be taken out of the annual immediate-in-law allotment (Section B) for death of other relatives.

ARTICLE 8

Holidays 2006-11

There shall be 15 holidays per year. Such holidays shall be scheduled each year after the school calendar is adopted.

ARTICLE 9

Vacation

- A. Employees are entitled to vacation in accordance with the following schedule:

<u>After Completion of Years</u>	<u>Days of Vacation</u>
1	10
2	10
3	10
4	10
5	15
6	15
7	16
8	17
9	18
10	20
11	20
12	20
13	20
14	20
15	21
16	21
17	21
18	22
19	22
20	22
21	23
22	23
23	24
24	25
25	25

- B. The time of the vacation must be agreed upon by the immediate supervisor and the Superintendent of Schools. Approval must be secured one (1) week in advance, whenever possible.
- C. In the case of death of an employee, compensation for the unused vacation shall be payable to the estate of the deceased.
- D. **Effective 7/1/08 bargaining unit members shall be eligible for vacation based upon service effective as of June 30th of each year. In the case of bargaining unit members hired after July 1st of any year, they shall be eligible for prorated vacation the following July 1st based upon their length of employment. For example a bargaining unit member hired on September 1st shall be eligible for 10/12 of the vacation entitlement on July 1st. On September 1st they shall be eligible for the balance of their vacation following one year of employment.**

Any year in which the bargaining unit member's anniversary represents an increase in the vacation eligibility benefit, the

bargaining unit member shall receive the balance of the increased benefit.

E. Employees may carry over no more than five (5) vacation days into a new school year. Carry over vacation days must be used prior to September 1st of the new school year.

F. Pre-Retirement Vacation Leave Day Liquidation Program

1. Eligibility: An employee is eligible to choose to participate in this Program if the employee has fifteen (15) or more years of Educational Clerical Staff Unit service time, and the employee is within three (3) years of the date when the employee is eligible to retire and receive ERS retirement benefits.
2. Option: The eligible employee may choose to receive payment for all or part of the employee's vacation day entitlement each school year. The employee may have this option up to a maximum of three (3) school years.
3. Groundrules:
 - a. Payment is made in the school year while employee is working. There are no "advances". The payments will be distributed in the employee's paychecks over the school year.
 - b. The employee will make a written application each school year and selects how many vacation days will be cashed out for that school year.
 - c. After the employee's application is received for that school year, the employee cannot change the number of days selected, or withdraw from the Program later during the school year.
 - d. No Section E Carry Over – Vacation days can be used for this option.
 - e. Employee, once eligible, can choose to annually apply and participate in this option for one, two, or three years. The maximum is three years regardless of what date the employee actually retires with ERS benefits. The years that an employee participates do not need to be consecutive.

ARTICLE 10

Retirement

All employees shall be enrolled in the New York State Employee Retirement System. All eligible employees shall be enrolled in the New Career Plan 75i. In addition, eligible employees shall be provided with the unused Sick Leave (41-J) and Guaranteed Minimum Death Benefit (60-B) options.

ARTICLE 11

Work Schedules

- A. **Regular Work Week and Hours** – The regular work week during the period school is in session and during the summer period when school is not in session, shall remain the same for this Agreement. During the school year, these hours are: 8:15 a.m. – 12:00 Noon and 12:45 p.m. – 4:15 p.m.; during summer, the hours are 9:00 a.m.– 12:00 Noon and 1:00 – 4:00 p.m.
- B. **Office Hour Changes and Length of Total Day** – Individual building principals and department heads may make necessary changes in this schedule, so long as equivalent time is worked and provided the Superintendent of Schools is notified and approves.
- C. **Work Calendar, Pupil Instructional Calendar and Emergencies** – The work calendar and legal holidays for Civil Service Clerical employees shall not necessarily be the same as the pupil instructional calendar for the school district. The Board of Education shall have the prerogative of making changes in the work calendar for clerical employees, to make it comply with teaching calendars and/or pupil instructional calendars, at anytime during the school year, due to emergencies. (This may be necessitated because of unforeseen events which occur after an initial calendar has been decided upon.)

ARTICLE 12

Insurance

Health/Dental/Disability

- A. The district shall provide health and dental insurance benefits levels that are equal to or better than those benefits levels provided on June 30, 2000, including, but not limited to the following:

1. Major Medical up to \$1,000,000.00
2. \$100 Deductible (2 per family)
3. Nervous and Mental to 40.00 per visit
4. Semi-private plus \$10.00 for private room
5. 80% Co-insurance only for the first \$2,000.00 annually; 100% thereafter, annually
6. Supplemental Accident
7. Unlimited Ambulance Coverage

- B.** A new employee shall be insured on the first day of the month following the month in which he/she was employed.

Any employee, except a new employee, who wants to join any of the health groups, must do so on the group's reopening dates which are January 1 and July 1. Dependents may be added only on these dates.

- C.** The district will pay 90% of the total premium for the individual member's Health Insurance coverage and 90% of the total premium for the dependent's Health Insurance coverage.

The total dollar commitment will be based upon the agreed to coverage in "A". Members choosing option HMO coverage will be eligible for the same district contribution as provided in "A" above. Optional HMO costs exceeding those for insurance outlined in "A" will be borne by the employee.

- D.** The District shall contribute \$616.00 per year for the institution of a dental plan insurance program. Details of the program shall be jointly worked out between the District and the Association, but in no event shall the District's liability exceed \$616.00 per participant.

- E.** Disability Insurance – The Employer shall provide the New York State Disability Insurance Plan or its equal. Employees will contribute toward premiums of such insurance up to the allowed chargeable rate.

- F.** Review Committee

A committee with two (2) representatives designated by the Teachers' Association, two (2) representatives designated by the District, and a single representative designated by each of the District's other bargaining units shall meet promptly to explore alternatives to the District's current health insurance program. Such committee shall investigate other possible carriers, including the possibility of self-insuring either on its own or through a consortium with other municipalities.

Additionally, such committee shall review the existing benefit levels to determine if there are more economical means to provide benefits for employees.

The committee shall also review cost containment mechanisms such as, but not limited to, mandatory second surgical opinions, managed care programs, etc. Any savings realized from implementation of the committee's recommendations shall be shared equally between the District and its employees.

- G. The parties have established an IRS 125 Flexible Spending Plan. The District shall pay the costs of the third party administrator for the program. Any costs that can legally be paid through the IRS 125 plan shall be permissible. Such costs shall include, but not necessarily be limited to, child and adult care expenses, health insurance premiums, deductible expenses under the major medical portion of the health insurance plan, and any other unreimbursed medical costs.
- H. Health Insurance Financial Inducement Option (see Appendix "A").
- I. **Vision Plan** - The District will pay 90% of premium cost for individual or dependent coverage of the CSEA EBF. Gold 12 Vision Plan, the employee will pay 10% of these premium costs.

ARTICLE 13

Paychecks

The Educational Clerical Staff shall be paid on the basis of twenty-six (26) paychecks annually.

ARTICLE 14

Compensation

The Clerical Staff as covered by this agreement and on the payroll as of June 30th each year shall receive a salary increase of 3.5% effective 7/1/06, 3.5% effective 7/1/07, 3.5% effective 7/1/08, 3.5% effective 7/1/09, and 3.5% effective 7/1/10.

A.	Hiring Rate	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
		\$24,915	\$25,725	\$26,516	\$27,424	\$28,316
	Rate corrections	<u>7/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>
		\$21,056	\$21,477	\$22,185	\$22,895	\$23,605
					\$23,605	\$24,313

B. Stipends for Additional Responsibilities:

1. The senior account clerk in the Business Office shall receive an additional \$7,163 in 2006-07, \$7,414 in 2007-08, \$7,673 in 2008-09, \$7,942 in 2009-10 and \$8,220 in the 2010-11 school year.
2. The secretary to the high school principal shall receive an additional \$1,915 in 2006-07, \$1,982 in 2007-08, \$2,051 in 2008-09, \$2,123 in 2009-10 and \$2,198 in the 2010-11 school year.
3. The Payroll Clerk shall receive an additional \$1,725 in 2006-07, \$1,785 in 2007-08, \$1,848 in 2008-09, \$1,913 in 2009-10 and \$1,980 in the 2010-11 school year.
4. Account Clerk/Typist not currently receiving any stipend as outlined above in 1, 2, or 3 shall receive the following addition: \$1,134 in 2006-07, \$1,174 in 2007-08, \$1,215 in 2008-09, \$1,258 in 2009-10 and \$1,302 in the 2010-11 school year.

The above extra-duty compensation shall not be cumulative in nature.

C. Longevity:

1. Effective July 1, 2001, employees shall receive longevity increments according to the following schedule:

At the beginning of the 5th year of service, add \$500.
At the beginning of the 10th year of service, add \$1,500.
At the beginning of the 15th year of service, add \$2,000.
At the beginning of the 20th year of service, add \$2,500.
At the beginning of the 25th year of service, add \$3,000.
2. Eligibility is established by working six (6) months or more in that school year (July 1- June 30). Amount to be paid as historically done.
3. Any employee newly hired by the District after July 1, 2000 will not be eligible for longevity payments pursuant to the above schedule. However, any District employees who were hired by the District prior to July 1, 2000 in other District bargaining units represented by the CSEA and who subsequently promote or transfer into the Educational Clerical Staff Unit after June 30, 2000 will be eligible for longevity payments pursuant to the above schedule.

ARTICLE 15

Vacancies

Vacancies occurring in positions within the District and covered by this Agreement will be publicized to allow members an opportunity to request a transfer before the position is advertised outside the District. In addition to applicable Civil Service regulations, factors such as skills, experience, training, overall work record, and seniority shall be considered in making a selection decision. Employees requesting a transfer or applying for a vacancy will provide their immediate supervisor a copy of their bid application.

ARTICLE 16

Use of School Buildings or Rooms for Association Meetings

- A. The Clerical Association shall be required to request permission of the Superintendent of Schools, or his designee, in order to use a school facility for Association meetings.
- B. Such permission shall be requested with adequate time in advance of the date to be used.

ARTICLE 17

Grievance and Arbitration Procedure

A grievance shall be defined as a claim that the school district violated an express term of this agreement. A grievance may be raised by the Association or by an employee within the bargaining group covered by this agreement. Once raised, the grievance will be resolved in the following procedures:

Step 1 - The grievance shall be first orally discussed between the grievant and the grievant's immediate supervisor.

Step 2 - A grievance, which is not resolved in Step 1, shall be submitted in writing to the Superintendent of Schools or his designee. The written grievance must be signed by the grievant and set forth the specific contractual claim being made together with a statement of the facts surrounding the grievance and the remedy sought. The written grievance must be submitted to the District within five (5) working days of the act, occurrence or event giving rise to the grievance. Within ten (10) working days after submission of the written grievance, there shall be a meeting between up to four representatives designated by the Superintendent and up to four representatives designated by the Association. The Superintendent or his/her

designee shall give a written answer within ten (10) working days of the meeting.

Step 3 - If the grievance remains unresolved after the Step 2 answer, the Association may appeal the grievance in writing to the Board of Education within ten (10) working days after receipt of the Step 2 answer. The Board shall render a final decision in writing within twenty (20) working days after receiving the appeal with or without a hearing, as it may deem advisable.

Step 4 - If the grievance remains unresolved after the Step 3 decision and if the grievance involved an alleged violation by the District of an express provision of this agreement, the Association may submit the grievance in writing to the Public Employment Relations Board (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules. The decision of the Arbitrator shall be final and binding upon both parties to this Agreement. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association.

The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement; nor to render any decision which conflicts with a law, regulation, directive or other obligation nor to imply any obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to the service of the Step 2 written grievance upon the District. In making his/her award, the Arbitrator shall bear in mind that both the District and Association recognize that their paramount obligation is to the welfare of the school children.

If a written copy of the grievance was not served on the District within one week of the act, occurrence or event, giving rise to the grievance, or if the grievance was not submitted in writing to the Public Employment Relations Board within ninety (90) calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived, and there shall be no right to arbitration. The time limits set forth in this Section may be extended only upon the written consent of both parties.

ARTICLE 18

Compliance with the Laws of 1969

Agreements Between Public Employers and Employee Organizations:

1. Any written agreement between a public employer and any employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this Act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE 19

Legality of Agreement

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. This Agreement shall constitute the full and complete commitments 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 this Agreement.

ARTICLE 20

Leaves of Absence

Upon request, subject to the sole discretion of the Board of Education, an employee may be granted a leave of absence for no less than six (6) months and no more than one (1) year.

If the leave is for less than one (1) year, the employee's vacation time shall be prorated accordingly.

Permissible uses of the leave shall include to return to education or a personal illness.

Upon presentation of a doctor's certificate and a written request to the Superintendent (a copy to be sent to immediate supervisor), a leave of absence without pay will be granted to female employees for maternity reasons. Such application for a maternity leave of absence shall be made at least or no later than three (3) months, calendar days, before the expected birth of the child. A maternity leave shall commence upon the individual requested date and may continue for a period not to exceed one (1) year. While on maternity leave, the employee may utilize accumulated vacation, personal, and/or sick leave. If the employee requests sick leave, a doctor's certificate shall be requested stating the reason and period of time.

ARTICLE 21

Labor-Management Meetings

The District agrees to form a Labor-Management Committee which shall meet on a bi-monthly basis during the school year, dates to be arranged by mutual agreement, for the purpose of providing communication, discussion, resolution of problems between the employee and the employer.

These sessions are not to be bargaining sessions. Representatives will be limited to three (3) representatives of the employees and three (3) representatives of the employers. There will be no specific agenda.

ARTICLE 22

Association Leave

The District agrees that it will grant four (4) days with pay, per school year to the Unit President or his/her designee to attend designated CSEA or AFSCME sponsored events (convention, workshop, conference, or official meeting). Personal leave or sick leave may not be used prior to or after such Association Leave unless excused by the

District. Request for permission to attend such events shall be made to the Superintendent of Schools thirty (30) days prior to such an event.

ARTICLE 23

Tuition Reimbursement

The District will reimburse employees for incurred tuition costs for District-approved courses taken which are job related providing the employee satisfactorily completes the course. The employee shall receive District approval prior to enrolling in the course.

ARTICLE 24

Health Insurance Credits for Retirees

Employees who retire from service in the Fulton City School District and who are members of the District Health Insurance Plan may have their accumulated sick leave converted to a credit which will be applied, until it is exhausted, to the retired employees' share of the cost of carrying the health insurance after retirement. After the credit is depleted, the retired employees may continue to carry the health insurance by making the appropriate payment to the District.

The health insurance credit shall be modified as follows:

Retirement with four (4) months notice - increase benefit by 25%
Retirement with three (3) months notice - increase benefit by 20%
Retirement with two (2) months notice - increase benefit by 15%

Example of Health insurance Credits for Retirees:

Cost of individual premiums for health insurance = \$300.*

100 days of sick leave accumulation

Salary \$10,000.

$\frac{100}{240} \times \$10,000 = \$4,166.65$ total health insurance credit available for retiree.

District share - \$300.

\$3,866.65 remaining health insurance credit for retiree of subsequent years.

* This amount is an example for illustrative purposes only.

CASH OPTION BENEFIT

Any bargaining unit member with at least ten (10) years of experience in the Fulton City School who is eligible for retirement under the New York State Employees Retirement System and who **actually** retires, has the following options:

Option:

Any qualified employee can select any portion of their retirement health insurance credit to be converted to a cash option. The amount selected to be converted will be multiplied by 50% and that payment will be made to the employee.

Example: An employee with 100 days accumulated sick leave days, earning \$50. per day in the last year of employment, has a total of \$5,000. as a health insurance credit per Article 33 of this Agreement.

The individual may elect to apply all of this amount to a cash option. Under the above condition the individual would receive 50% X \$5,000. or a cash payment of \$2,500. Under the above example the individual would have a zero balance for the retirement health insurance credit.

A second example is an employee with the same accumulation may elect to retain \$1,000. for the health insurance credit and apply the \$4,000. X 50% and receive a cash payment of \$2,000.

A third example is an employee with the same accumulation may elect to retain the total \$5,000. for the retirement health insurance credit and receive zero as a cash payment.

Cash Option - Payment - Acceptance

Any person who is retiring must notify the District in writing at least 60 calendar days in advance in order to be eligible. Upon such notification, between July 1 and June 30, such employee may receive this payment as a part of his/her salary over the remaining pay dates, should the employee desire to do so. However, the employee may also choose to have a lump sum payment on the day of retirement.

Once the retirement is acted upon and payments commence, it becomes non-rescindable.

ARTICLE 25

Jury Duty

Employees serving on jury duty shall be reimbursed at the rate of the difference net daily rate for the employee concerned and the amount paid by the Courts for such service.

MEMORANDUM OF AGREEMENT

1. Chaperone Duty

It is understood that effective July 1, 1981, unit members of the Clerical staff may volunteer and will be given consideration for assignment to chaperone school social functions. These assignments will be made at the discretion of the District and will be based on need. Assignment to a chaperone position will not interfere with the employee's regular work assignment. The rate of pay will be determined by the District and will be at a rate given to any other individual doing similar chaperone duties.

2. Weather-Related or Other Emergency Closing Day

When Educational Clerical Staff employees are expected to work a half-day on a weather-related or other emergency closing day, any employee who cannot report to work will be charged one half day from the employee's paid leave accruals.

The District will notify employees of this aspect of the District's policy on weather-related and other emergency closings prior to November 15th of each school year.

If there is a two-hour delay, employees will be permitted to report for work up to one hour later than their regular starting time without charging leave accruals.

3. Student Activity Fund Treasurers

Bargaining unit employees who are appointed and assigned as Student Activity Fund Treasurers shall receive an increase of 25% effective 7/1/06, 3.5% effective 7/1/07, 3.5% effective 7/1/08, 3.5% effective 7/1/09, and 3.5% effective 7/1/10. It is understood that the District has the sole right

to appoint and assign this Treasurer duty to either a non-bargaining unit employee or to a bargaining unit employee.

APPENDIX "A"

Health Insurance Financial Inducement Option

1. Any employee enrolled in the District wide health insurance program for at least one (1) calendar year may elect to forego either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the terms herein.
2. The financial inducement for withdrawing from the group health insurance program shall be based upon the coverage presently elected by an employee. If bona fide reason for an exception to this provision can be established, the Superintendent may waive this restriction.
3. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on the Fulton City School District Election Form, in the month prior to the beginning of the Plan Year. Plan Years shall begin on July 1 and end on June 30, except in the first year of the operation of the Plan.
4. The financial inducement for withdrawing from such program shall be as follows:

<u>Individual</u>	<u>Two Person</u>	<u>Family</u>
\$1,000	\$1,500	\$2,000
5. Payment of such financial incentive shall be made annually at the close of school in June. The first payment shall be made in June in the year following the notification mentioned in #4 above and thereafter as long as the employee chooses not to participate. However, such payment shall be made no later than 30 days following departure of employment where an employee's employment has been terminated with the District prior to June.
6. The amount of such payment shall be prorated, based upon the actual amount of time the employee is foregoing the coverage. The period for such probation shall be from July 1 through June 30. The time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
7. At the time an employee is hired, if that employee's spouse has coverage elsewhere, the employee may waive the right to enroll in health benefits and be eligible for a pro-rata share of the inducement at the end of the contract year.

8. If an employee elects to withdraw from the health insurance program and then decides to rejoin, the employee shall be eligible to rejoin the program at the next June "window" period, i.e., one of the times (December the other) set by the insurance company when existing employees can join such program if they originally elected not to do so at the time they were initially hired. The window date for this benefit is June 1. Application and the Fulton City School District Election Form must be filed at least 15 days in advance of June 1.
9. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. Both parties caution that only those employees who have dependent coverage through a spouse's employment consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, costs, employer's participatory share of such costs, etc., of their spouse's health insurance program.
10. Employees who plan to retire and expect to use the conversion of sick leave to insurance credits must withdraw from the inducement plan and rejoin the health insurance plan. Application to rejoin the health insurance plan must be made 30 days prior to the reopening date that precedes the retirement.
11. If this agreement jeopardizes the contracted health coverage, the agreement becomes null and void.

APPENDIX "B"

Prior District Service Credit

NOTE: An employee's service date for retirement vesting and pension is set by law and the NYSEERS (New York State Employees Retirement System). An employee holding a competitive class position has a seniority date for layoff and recall set by Civil Service Law. Only an employee's seniority and service time as they relate to the labor agreement is affected by any adjustments for part-time, permanent District employment as set forth below.

Educational Clerical Staff: Full-time, permanent service is based upon a regularly scheduled seven and one-quarter (7 1/4) hour work day, 12 months per school year. Any prior permanent and continuous District service which was full-time (seven and one-quarter hours per day, 12 months per year), will be fully credited. Any prior permanent and continuous service which is less than full-time, must be prorated and adjusted accordingly.

Example: An employee first worked as a substitute employee for two years, and then worked six years as a three and one-half hour per day, ten-month per year, permanent employee.

- 2 years as substitute not counted (not permanent service)
- Adjustment for less than 12 month service

10 months

12 months = $\frac{5}{6}$

$\frac{5}{6} \times 6 \text{ years} = 5 \text{ years}$

- Adjustment for part-time work day

3 1/2 hours

7 1/4 hours = .48 or rounded up to 1/2

$\frac{1}{2} \times 5 \text{ years} = 2 \frac{1}{2} \text{ years}$

The employee would be credited with 2 1/2 years of prior service toward contractual benefits and contract seniority.

Carry Over of Accumulated Leave

A District employee's accumulated leave, if any, will be carried over once appointed to an Educational Clerical Unit position. Leave time earned as a part-time employee will be adjusted and converted to equivalent full-time leave.

Example: Employee has accumulated 50 sick days earned as a three and one-half (1/2 time) employee

$50 \text{ days} \times \frac{1}{2} = 25 \text{ days}$

The employee will therefore carry over 25 sick days based on a seven and one-quarter hour day.

CONTRACT SIGNATURES AND CERTIFICATIONS

1. The foregoing pages constitute the Agreement between the Superintendent of Schools and the Association for the term of July 1, 2006 through June 30, 2011.
2. The dates and signatures required are as follows:

For the CSEA

For the Fulton City School District

Unit President

Superintendent

Date

Date

Committee Member

Committee Member

Committee Member

Committee Member

CSEA Labor Relations Specialist

Date