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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**GREATER AMSTERDAM
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Greater Amsterdam SD Custodial/Maintenance Unit
Montgomery County Local 829

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July 1, 2005 - June 30, 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT entered into this 24th day of June 2005, by and between the Board of Education of the Enlarged City School District, hereinafter called the "Board", and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Greater Amsterdam School District Custodial/Maintenance Unit of Montgomery County Local 829, hereinafter called the "Association" or "CSEA".

WITNESSETH:

WHEREAS, it is the desire of the parties herein to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interest of all concerned, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Law of 1967, Public Employees' Fair Employment Act, commonly known as the Taylor Law), to negotiate with the Association as the representative of designated personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board of Education hereby recognizes the CSEA as the exclusive negotiating agent for a unit consisting of all Custodian, Maintenance, and Transportation personnel, other than part time and probationary employees. Such recognition shall extend in accordance with the provisions of the Taylor Law.

The Board agrees not to negotiate with any other organization other than the Association for the duration of the Agreement.

B. The Association affirms that for itself and on behalf of its members, does not assert the right to strike against the School District or to assist or participate in such strike action or to otherwise, by concerted activity, impede or interfere with the educational or operational process of the District.

C. 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.

ARTICLE II

NEGOTIATION PROCEDURES

- A. That terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. On or about February 15 of the year in which this contract shall expire, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded in accordance with those impasse dates as provided in the Taylor Law, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its voting representatives from within the school district and its consultants and advisors from within or outside the school district. While no final agreement shall be executed without majority ratification by the Association and the Board, the parties mutually pledge that their representatives will be empowered with the necessary authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III

DUES DEDUCTION

- A. The School District agrees to deduct Association dues and other authorized deductions from the salaries of the Custodial/ Maintenance staff as such employees individually and voluntarily authorize the School District to deduct, and to transmit the monies uniformly and consistently to the Treasurer, CSEA, Inc., 143 Washington Avenue, Albany, New York 12210. The employee's authorization will be in writing on forms provided by the Association.

- B. Agency Fee

Effective July 1, 1991, the District shall deduct from the salary of employees in the bargaining unit who are not members of CSEA an amount equal to the dues levied by CSEA and shall transmit the sum as deducted to CSEA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The CSEA affirms that it has adopted a procedure for refunding of the agency shop fee deductions as required by Section 3 of Chapters 677 and 678 of the Laws of 1977 of New York State.

This provision for agency shop fee deduction shall continue in effect only so long as the CSEA maintains and administers such refined procedures.

The agency fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law. A separate listing identifying all employees for whom agency shop fees are deducted shall accompany the deductions. The Association hereby agrees that it will at all times hereafter defend, indemnify and save harmless the District against all liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any person, firm or corporation that may have been or may claim to have been damaged or injured in any way by reason of the foregoing agency fee provision of this contract.

ARTICLE IV

WORKING SCHEDULES AND HOURS

A. Work Day and Work Week

1. The regular work week shall consist of forty (40) hours per week, consisting of five days of eight (8) hours each.
2. Schedules showing employee's work days shall be posted or otherwise made known to employees not later than Friday of the week preceding the calendar week in which the schedule becomes effective.
3. Day shift employees shall be granted a one hour lunch period, as near to the middle of the shift as the need for services allow. Evening shift and swing shift employees shall be provided a 30 minute paid lunch period and are required to remain in the assigned school building.
4. During July and August the work day shall consist of seven and one half (7 ½) hours per day exclusive of a one hour lunch period.
5. Employees working the evening (or second shift) schedule shall receive ten (10) percent of their base salary in addition to their regular salary when satisfactory work is performed. Employees working the swing shift (11:00 a.m. to 7:00 p.m.) Schedule shall receive five (5) percent of their base salary in addition to the regular salary when satisfactory work is performed.

B. Overtime Work

1. Authorized work in excess of the regular schedule shall be compensated for at time and one-half (1 ½) of the regular rate.

2. Except for building checks as provided for elsewhere, employees called back to work outside their regular schedule shall receive a minimum of three (3) hours pay at the applicable rate.
 3. A Custodian who is required to work in the place of an absent, unreplaced employee, shall be allowed up to five hours beyond his regular schedule to perform the work.
 4. Custodians who are required to perform building checks shall receive one (1) hour additional pay for each day on which they perform the function. Custodians in the Middle School and High School shall receive instead, two (2) hours of additional pay for each day on which they perform the function.
 5. The District agrees it will not change regular daily work schedules for the express purpose of avoiding overtime payments.
 6. All overtime will be allotted in a fair and equitable manner.
 7. Employees who work more than sixteen (16) consecutive hours on assignment shall receive double time for such hours worked consecutively and continuously beyond that number.
 8. Employees covered hereunder who are required to report on "snow" or "emergency" days as declared by the Superintendent, and where other District employees are not required to report to their assignments, shall receive a compensatory day to be added to the employee's summer vacation or other school calendar recess or vacation periods. Any employee seeking to use the compensatory days provided herein must have such days approved by his/her supervisor prior to taking such time. If the number of such officially declared "snow" or "emergency" days exceed the number provided for in the official District calendar, unit personnel will not receive additional compensatory days if other non-instructional units, similarly situated, are required to work to make up such lost time.
 9. Employees scheduled to open school for election purposes early on Election Day shall be paid one and one-half (1 ½) times their regular rate for such per-schedule hours so worked.
- C. The District agrees to make available to members of the Association, one beeper-life line device in each building of the School District.

ARTICLE V

VACATION SCHEDULES AND PAID HOLIDAYS

A. Vacation Schedule

1. Personnel employed for a 12 month position, prior to January 1, 1966, shall be entitled to a total annual vacation of twenty (20) working days per year with pay during the months of July and/or August, but no later than August 15th.
2. Personnel employed for a 12 month position, after January 1, 1966, shall be entitled to a vacation period with pay during the months of July and/or August as follows:
 - a. 1 - 5 years of continuous service: 10 working days
 - b. 6 - 10 years of continuous service: 15 working days
 - c. 11 years or more of continuous service: 20 working days

(Upon reasonable prior notice, vacation checks will be issued on the last pay day preceding the employee's vacation period. Exception will be made when the vacation period overlaps two (2) fiscal years).

3. Personnel employed before January 1st of any school year and who work a 12 month schedule, shall receive a vacation of five (5) working days during the following July and/or August.
4. All Custodian and full time Bus Driver vacations must be taken during July and August, but not later than August 15th. This would also apply to any elementary building housing a summer program. However, Custodian, Maintenance and Transportation personnel will be allowed up to five (5) days of their annual vacation for family days during the normal school year, provided that such use will be subject to the approval of the immediate supervisor. Custodians and full time Bus Drivers may schedule vacation time off during the one week of Christmas and/or February recess, and/or during the Easter recess without replacements with the approval of the Building Principal and Superintendent of Buildings and Grounds and subject to the needs of the buildings as determined by the Administration. All Maintenance personnel shall receive no more than ten (10) working days of eligible vacation time during the months of July and August. All full time Bus Drivers shall receive no more than fifteen (15) working days of eligible vacation time during the months of July and August. All eligible vacation time shall be arranged during the school year at the mutual convenience of the individual and the District. No vacation times during the summer will be scheduled within the last week of August. Requests for any changes in these procedures should be made in writing to the Superintendent of Buildings and Grounds for consideration and approval.

5. Effective July 1, 2006, all personnel shall be permitted to cash in up to five (5) vacation days per year at the unit member's daily rate. Personnel must notify the District of their intent to cash in their days no later than the first Tuesday following Spring Recess.

B. Holidays

1. In accordance with the adopted school calendar, the following paid holidays each year shall be observed when school is not in session:
 - a. Independence Day (July 4th)
 - b. Labor Day
 - c. Columbus Day
 - d. Veteran's Day
 - e. Thanksgiving Day (and Friday following)
 - f. Last working day before Christmas (1:00 p.m.) only when December 24th falls on a Saturday or Sunday. Otherwise, New Year's Eve (1:00 p.m.) shall be substituted therefore
 - g. Christmas Day (December 24th & 25th)
 - h. New Year's Day
 - i. Martin Luther King, Jr., Birthday
 - j. President's Day
 - k. Good Friday and Easter Monday
 - l. Memorial Day
 - m. Last working day in June
 - n. Unused emergency days declared as holidays
2. If any of the above holidays fall on a Saturday, the preceding Friday will be recognized as the holiday, provided school is not in session on such Friday. If a holiday falls on a Sunday, the following Monday will be recognized as the holiday, provided school is not in session on such Monday.

ARTICLE VI

LEAVES OF ABSENCE

A. Sick Leave

1. Personnel shall be provided one (1) day of personal sick leave for each full working month of the school year (July 1 - June 30) and three personal days. The leave will be indicated on the official checklist. Except as may be authorized by the Superintendent, personal leave cannot be taken on the working day immediately before or after a holiday or recess period. Unused sick days and personal days may be accumulated to a maximum of 250 days.

2. Where the Superintendent has reasonable cause to believe that a pattern of abuse of sick leave may be occurring by an employee, he may require a timely doctor's certificate and/or an examination by another physician, such examination at District expense.
3. Effective July 1, 1991, a sick leave bank shall be created through individual employee contribution as set forth below:

General

- a. Employees electing to participate in such sick leave bank shall contribute two (2) days of their individual sick leave. All employees shall be eligible to participate, but those employees not electing to contribute shall not be eligible to draw from the bank. Those employed less than full time may withdraw days from the sick leave bank on a pro-rata basis according to time worked.
- b. The bank shall be administered by a committee of four (4) persons; two (2) chosen by the Association and two (2) chosen by the District.
 1. The decision of the Committee shall be final and binding upon the employee and the District.
 2. In the case of a tie vote of the Committee, the final decision will be made by the Board of Education and the Board's decision shall be final and binding upon the employee and the District.
- c. Withdrawals of days from the sick leave bank shall be limited to members who are experiencing a long term, catastrophic illness or injury which requires absence beyond their accumulated sick leave time.
 1. No sick leave bank use shall be made for the following illness or related disabilities:
 - a. Pregnancy
 - b. Cosmetic surgery unrelated to an illness or accident.
- d. Approved withdrawals will be retroactive to the day that the employee's own sick leave has been completely used.
- e. The number of sick leave days which may accumulate in the sick leave bank shall be limited to 250 days. Once an employee has accumulated the maximum number of days allowed pursuant to Article VI (A) (1), he/she may voluntarily elect to contribute any or all of his/her days which remain unused at the end of each school year to the sick leave bank.

- f. No participating employee may withdraw more than fifty (50) days from the sick leave bank in any one school year unless, by unanimous vote of the Committee, the maximum is increased due to the nature of the illness or injury.
- g. The bank shall be replenished when the number of accumulated days has been depleted by 50% of the bank maximum, but no more than once per school year.
- h. The Association shall submit to the Business Manager a list of employees and the number of days each will contribute to establish and/or replenish the sick leave bank.

Procedure to Join the Sick Leave Bank

- a. The employee may join by signing a waiver form authorizing two (2) sick days to be deducted from his/her sick leave and placed in the sick leave bank.
- b. Employees may join the sick leave bank any time up to October 15 of each school year. Any employee not joining by October 15 will not be eligible to join until the start of the next school year (July 1).
- c. Any eligible employee joining the District after October 15 will have two (2) weeks following his/her initial date of employment to join the bank.

Information on Withdrawals From the Sick Leave Bank

- a. A withdrawal form must be filled out by the employer and forwarded to the Sick Leave Bank Committee. Forms will be provided by the District and available at the District office.
- b. A medical doctor's statement will be required by the Committee to cover the days involved and to confirm the reason for the absence.
- c. The District may, at any time, require the employee to submit to an examination by a doctor designated by the District to determine the employee's medical status.

Termination of Membership

- a. Any employee may terminate his/her membership in the bank by notifying the Sick Leave Committee in writing.
- b. An employee withdrawing membership in the bank waives all rights to the days he/she has contributed and the days will remain in the bank until used by the membership.

B. Absence for Death in Family

If explicitly reported, absence of personnel to attend such funeral services as may be necessary due to the death of a wife, husband, parent, parent-in-law, child, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent, stepfather, stepmother, or step-child, shall be permitted without loss of pay or deduction from sick leave or personal days. Such absence shall not exceed five (5) work days from the date of death. The Superintendent of Schools may grant additional days for death in the immediate family at his discretion and upon written request.

C. Temporary Leaves of Absence

Personnel shall be entitled to leave of absence with pay each school year for religious reasons which require absences during working hours, such leave not to exceed three (3) days per working year.

D. Upon recommendation of the Superintendent of Schools, a special leave of absence may be granted without pay by the Board of Education, not to exceed twelve (12) months. Such leave will not provide accumulation of sick leave and shall not be extended. Upon return, the rights and privileges previously accumulated shall be returned, except that no guarantee of the same assignment shall be made.

E. Jury Duty

Employees shall be released with no loss of pay for the performance of jury duty. An employee taking such leave shall reimburse the District for any fees received as a juror.

ARTICLE VII

PHYSICAL EXAMINATIONS - ACCIDENT OR SICKNESS BENEFITS

A. Whenever an employee is absent from school as a result of a personal injury, compensable under the New York Workmen's Compensation Laws, and caused by an accident arising out of and in the course of his employment with the District, he may elect to charge all or part of such absence during the period of temporary disability. In the absence of such election, his sick leave credits shall not be reduced by any compensation payments. Acceptance of sick leave payments shall constitute an election to charge the absence for such period to the sick leave days to his credit.

B. All personnel may be required to submit to a physical examination once every two (2) years by October 1st of the school year, such examination to include a satisfactory chest x-ray. Examination shall be given by the school physician, but upon request, the use of personal physician may be approved by the Personnel Service Unit Office up to a fee equivalent to that charged the District by the school physician.

All new personnel to the District shall be required to pass a physical examination and chest x-ray before they may begin employment. An additional examination and x-ray may be required for all persons eligible for permanent appointment or for promotional appointment. Bus drivers shall be required to pass satisfactorily the physical exams each year, prior to September 1st.

ARTICLE VIII

ASSIGNMENTS AND TRANSFERS

A. Right to Transfer Personnel

The Superintendent of Buildings and Grounds shall have the right to assign, to reassign, or to transfer personnel as he may deem necessary for the best interests of the District. Transfers shall not affect the current salary of any personnel. He shall discuss with a committee of the Association all such transfers prior to any implementation.

B. Right to Request a Transfer

Personnel desiring a change of assignment within a similar Civil Service grade may request such a change in writing, prior to May 1st of each school year. The Superintendent of Buildings and Grounds shall determine whether the transfer shall be made and whether such a change will benefit the District.

ARTICLE IX

A. Salary Schedule

1. The salary schedules in effect for the 2005-2006 and 2006-2007 school years are attached hereto as Exhibit "A" and "B".

B. Hiring Practices and Salary Credit

All personnel must satisfactorily meet the Civil Service Commission's requirements, the physical examinations of the District and desired skills before being placed in a provisional or permanent status. The Superintendent of Schools may authorize credit on the salary schedule for personnel accepting a position in the school district as recognition of previous similar work experience in the Greater Amsterdam School District.

- C. Satisfactory performance shall be required for eligibility for the annual increment or further salary advancement beyond Step 4 to be determined through annual evaluations by the Superintendent of Buildings and Grounds and recommended to the Superintendent of Schools for approval.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible step of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding. Both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. "Grievance" - any alleged violation of this Agreement or a past practice, or any dispute with respect to its meaning or application, provided however, that the Board may change or discontinue a past practice for good cause and that the Association may grieve and carry to arbitration the sole question of whether or not the Board has good cause for the change or discontinuance, and further provided, that if there is a disagreement over whether or not the matter in dispute constituted a past practice, the Association shall have the burden of providing that it was unchanged past practice or at least five (5) years duration before the question of good cause can be considered.
2. "Association Representative" - any person selected by an employee and authorized by the Association to represent him in informal or formal grievance procedures, said person being termed "Association Representative" regardless of occupation or profession.

C. Submission of Grievances

1. Each formal grievance shall be submitted in writing on a form approved by the Board and the Association, and shall identify the aggrieved party and the provisions of this Agreement or the alleged past practice involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, and redress sought by the aggrieved party.
2. A grievance shall be deemed waived unless it is submitted within fifteen (15) school days after the aggrieved party knew or should reasonably have been expected to know of the events or conditions on which it is based.
3. (a) An Association member or group of members which affect them personally and shall submit such grievances to the Unit Administrator.

(b) The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Unit Administrator. Otherwise, it shall be submitted directly to the Superintendent of Schools.

D. Procedure for Association

1. Informal - Step I: The aggrieved party shall present his grievance orally to his Unit Administrator either directly or through an Association Representative.
2. Formal - Step II: If the grievance is not resolved informally in Step I at the building level within five (5) working days, or such additional time as may be agreed upon, the aggrieved party or the Association Representative shall within five (5) working days thereafter submit a written grievance to the Superintendent of Schools or his designee. The parties shall confer with respect to the grievance, and the Superintendent or his designee shall deliver to the aggrieved parties a written statement of his position on the grievance no later than ten (10) working days following its receipt, or such additional time as may be agreed upon.
3. Formal - Step III: If the grievance is not resolved in Step II, the Association may, within fifteen (15) working days after receiving the statement in Step II, refer the grievance to arbitration. A copy of such request shall be forwarded to the Superintendent of Schools.
 - (a) The arbitrator's decision will be in writing and will set forth their findings, reasonings and conclusions on the issues submitted and shall be final and binding on both parties. The arbitrator will be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. The Arbitrator's jurisdiction shall be limited to those issues submitted pursuant to the pre-arbitration grievance procedures set forth herein.
 - (b) The cost for the service of the arbitrator shall be borne equally by the School Board and CSEA. The party requesting a stenographic record shall pay the cost thereof.
 - (c) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
4. Expedited Arbitration: If mutually agreed by the two parties, the procedures as outlined under the Expedited Labor Arbitration rules of the AAA may be employed.

E. No Strike/No Lockout Provision

During the period of this Agreement and any extension thereof, the Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slow-down, or work stoppage by any employees and the Board agrees that it shall not lock out any unit member.

ARTICLE XI

HOSPITALIZATION AND PENSION BENEFITS

- A. Effective July 1, 1973, the District agrees to pay 95% of the individual and dependent monthly premium rate for those employees electing coverage under the District's hospitalization plan.

Effective with personnel hired on or after December 1, 1983, the District shall pay as its contribution 95% of the monthly premium in effect on July 1, 1983, plus 50% of any premium increase(s) since such date.

Effective with the personnel hired by the District prior to April 18, 1984, the District agrees to pay 90% of the individual, two-person or family monthly premium rate for eligible employees who elect coverage under the District's plan. The employee shall pay the remaining 10% of such premium costs.

Effective with the personnel hired by the District on or after April 18, 1984, the District agrees to pay 75% of the individual, two-person or family monthly premium rate for eligible employees who elect coverage under the District's plan. The employee shall pay the remaining 25% of such costs.

Effective June 30, 1998, for all bargaining unit employees, the District agrees to pay 87.5% of the individual, two-person or dependent monthly premium rate for eligible employees who elect coverage under the District's plan. The employee shall pay the remaining 12.5% of such premium costs.

Effective July 1, 2002, for all bargaining unit employees, the District agrees to pay 87% of the individual, two-person or family monthly premium rate for eligible employees who elect coverage under the District's plan. The employee shall pay the remaining 13% of such premiums.

Effective June 30, 2004, for all bargaining unit employees, the District agrees to pay 85% of the individual, two-person or family monthly premium rate for eligible employees who elect coverage under the District's plan. The employee shall pay the remaining 15% of such premium costs.

The District will adopt and implement an IRC #125 Plan for the purpose of allowing employees to make the premium contributions set forth herein with pre-taxable income.

- B. The District will continue its participation in the State Retirement Plan 75(I) for all eligible employees. Effective July 1, 1973, the District will enroll under the option Section 60B, which provides a specified minimum death benefit for covered employees.

Effective July 1, 1983, the District will adopt the New York State Retirement Plan 75g for all eligible employees.

Effective July 1, 1991, the District will participate in the New York State Retirement Plan 75(l) for all eligible employees covered hereunder.

- C. Any employee who retires after ten (10) years of service and who gives ninety (90) days written notice of such retirement to the District shall receive a cash payment equivalent to the dollar value of one quarter (1/4) of the employee's unused sick leave at the date of retirement. Balance of sick leave credit to be applied to health insurance premium on the basis of what the employee contribution is at the time of retirement.

In the event of an employee's death prior to his retirement date but after such notification in accordance with the above, there shall be paid to the employee's beneficiary the one fourth (1/4) cash payment provided herein. The date of death shall be deemed the retirement date for purposes of computing the unused sick leave.

- D. The District agrees to continue to provide hospitalization benefits equivalent to the benefits under the current plan of the Fulmont Health Trust Plan. For purposes of identification, the current plan is Blue Cross Blue Shield of Utica-Watertown of the Fulmont Health Plan.

The District will provide an HMO health insurance option to the members of the bargaining unit. Under such option, the District will pay the same level of percentage contribution towards the HMO insurance premiums as the District is obligated to pay towards the indemnification health insurance premiums. In other words, the District will contribute 90%, 87.5% or 75% of the cost of the premiums of the HMO option and the employee will contribute the remaining 10%, 12.5% or 25% of such costs. The rules and regulations pertaining to the indemnification health insurance plan and the HMO option shall control with regard to the District's obligation to offer any such option by this collective bargaining agreement.

Effective July 1, 2002, for all bargaining unit members, the District agrees to pay 87% of the individual, two-person or family monthly premium rate for eligible employees who elect coverage under the District's HMO plan. The employee shall pay the remaining 13% of such premiums.

Effective June 30, 2004, for all bargaining unit employees, the District agrees to pay 85% of the individual, two-person or family monthly premium rate for eligible employees who elect coverage under the District's plan. The employee shall pay the remaining 15% of such premium costs.

Finally, if the premiums applicable to the HMO option exceed the premiums applicable to the standard indemnification insurance, the District will only be obligated to contribute a dollar amount towards the HMO premiums up to the dollar amount it contributes to the standard indemnification premiums under its obligation concerning same.

Effective July 1, 2004, the District shall also provide a PPO plan, which shall be the PPO plan offered by the Fulmont Health Trust or the equivalent.

Eligible employees hired by the District on or after July 1, 2005 will be offered health insurance under the District's PPO plan or HMO at the appropriate percentage contribution. Effective July 1, 2005, such employees shall not be entitled to health insurance coverage under the indemnity plan.

Effective January 1, 2006, all individuals employed by the District who currently use the PPO or HMO will not be able to opt into the indemnity plan. Instead, such employees must maintain insurance coverage through the HMO or PPO option. Furthermore, for currently employed individuals who move out of the indemnity plan to either the HMO or PPO option, they will not be able to re-enroll in the indemnity plan at any time during their continued employment with the District. Finally, such employees would not be eligible for the indemnity plan in retirement. However, those individuals hired prior to July 1, 2005, who do not take insurance, may opt into the indemnity plan prior to retirement.

If an employee hired prior to July 1, 2005 moves from the indemnity plan to the PPO or HMO option, the District will provide the member a one-time payment as follows:

Individual	- \$1,000
Two Person	- \$1,500
Family	- \$2,000

E. Health Insurance Buyout

1. Any eligible member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this article. The member must elect the cash benefit in writing, which writing must be submitted to the Superintendent on or before May 15th of each school year for the election to be effective July 1st of the subsequent school year. Bargaining unit members appointed on or after July 1, must make the election no later than September 1. For the 2005-06 school year, bargaining unit members must make the election prior to January 1, 2006. No election of a cash benefit will be valid unless accompanied by proof of non-district health insurance coverage.
2. The amount of the "cash" benefit to be paid by the District to the entitled bargaining unit member who elects the benefit shall be as follows: for employees hired prior to July 1, 2005, the cash benefit shall be an amount equal to one-half of the amount of the actual premiums that would otherwise have been paid by the District during the 2002-03 school year. For employees hired by the District on or after July 1, 2005, the cash benefit shall be set at:

Individual	- \$ 800
Two Person	- \$1,600
Family	- \$2,000

The cash benefit shall be paid by the District in two equal lump sum payments, one payment on or before the first payroll date in December of each school year and the second payment on or before the first payroll date in June of each school year. (For the 2005-2006 school year, the cash benefit payment will be prorated as per the particular circumstances of the individual.)

3. Members of the bargaining unit who are married and whose spouse also works for the District shall be eligible for only one two-person plan, two individual plans, or one family health insurance plan as appropriate to their family situation. Employees who are married to other employees shall be ineligible for this cash benefit option.
4. Any bargaining unit member who has received a cash benefit payment from the District in lieu of health insurance coverage and who leaves the employment of the District prior to June 30th, shall have a prorated portion of such cash benefit deducted from his/her paycheck.
5. Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which he/she has elected the cash benefit, provided that he/she makes a written request for coverage under the District health insurance plan to the Superintendent. The approval of the request for coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who has received a cash benefit payment and is reinstated under the District health insurance plan prior to June 30th shall have a prorated portion of such cash benefit deducted from his/her first paycheck following reinstatement.
6. The District will only be obligated to offer the cash benefit on a yearly basis if the implementation of the health insurance buy-out does not result in an increased cost to the District; rather, the District must either realize a savings from the implementation of the buy-out or at least break even with the buy-out.

F. Employee Assistance Plan

The District shall provide for an Employee Assistance Plan (EAP), to be available for bargaining unit members as of July 1, 2004. The EAP shall be fully funded by the District and will be selected by a joint labor and management committee representing both members of the Association and also representatives from the other collective bargaining units within the District, as well as management representatives.

ARTICLE XII

GENERAL

- A. All personnel shall wear the designated District uniforms whenever on duty or representing the District at any function. The school district shall furnish two (2) new uniforms each year. Safety shoes are recommended to be worn during working hours. Personnel may substitute designated cold weather outerwear or boots for their annual uniform allotment, at a cost not to exceed the annual individual uniform cost, so long as the employee has sufficient uniforms.
- B. No employee shall suffer any disadvantage by reason of his membership in the Association or participation in its lawful activities.
- C. The Board and Association shall continue their policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, membership or non-membership in the Association.
- D. Whenever any outside group that has no connection with the school system uses any school, they shall make provisions to have any work necessary for their functions to be performed by themselves unless the Custodian is present there for that particular function and is being paid by them. He shall not be required to leave his regular work to perform duties for this outside group, unless an adjustment is made in his work schedule. The term outside group as used here shall not include the P.T.A. or Scouts when using the school. Use of the building after hours: Upon the request for the use of a school building after regular school hours, the Director of Instruction will determine the need for overtime, and if necessary, he/she will consult with the Building Principal and/or the Superintendent of Buildings and Grounds. The authorization for overtime will be based on the type of activity and its affect on the building Custodian's work load.
- E. The Board and Association recognize that the Board has certain powers, discretions and duties, that under the Constitution and Laws of the State of New York, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application of this Agreement to any personnel covered hereby shall be found contrary to law, such provisions or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effort.
- F. In case of any direct conflict between the express provisions of this Agreement and Board or Association policy, practice, procedures, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- G. At the discretion of the District, Bus Drivers may be required to assist with custodial/maintenance duties.
- H. Personnel absent from a work station without authorization shall lose one day's pay.

- I. All new personnel shall serve a six (6) month probationary period. Written evaluations shall be prepared on all employees in a probationary status at the end of the two months, and fourth month period. Satisfactory growth and performances must be in evidence in order for the individual to continue and/or be recommended for permanent status.

All employees shall be evaluated on an annual basis. Building administrators may evaluate custodians, senior custodians and head custodians in their buildings. The Superintendent of Buildings and Grounds will have the responsibility to evaluate all other unit members. The Superintendent of Buildings and Grounds may support and consult with building administrators on custodial evaluations and may perform such evaluations if necessary.

Each employee shall be provided an opportunity to review and respond in writing to each formal written evaluation and any such response from the employee shall be attached to the evaluation and included in the employee's personnel file. If an employee disagrees with the evaluation which he or she is given, the employee will be allowed the opportunity to appeal the evaluation to the Superintendent of Schools within twenty (20) days after the employee files any written response to the evaluation. The Superintendent of Schools will review the evaluation and any response or appeal filed by the employee herein. At the Superintendent's discretion, he/she may then meet with the employee to discuss the evaluation in more detail. The Superintendent's decision with respect to the evaluation will be final and binding.

- J. All personnel shall call their immediate supervisor before 7:00 a.m. to report their unavailability for work, with the reason therefore. Personnel assigned to the 3:00 p.m. to 11:00 p.m. shift shall report unavailability for work with the reason no later than 11:00 a.m. All unexpected tardiness shall be reported as soon as possible, prior to the beginning of the day.
- K. All authorized travel on District business in personal vehicles shall be reimbursed at the IRS authorized rate per mile. An improved system of record keeping will be adopted.
- L. The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the lifetime of this Agreement.
- M. Subject to manpower constraints, the District will commence drawing up job duties and responsibilities for each job classification. The District shall submit such specifications to the C.S.E.A. Unit President for review and advise at least sixty (60) days prior to the final District adoption.
- N. The District and Association believe that to continue a harmonious and cooperative relationship and to increase the efficiency and welfare of the District, that periodic meetings of a Labor-Management Committee be established, wherein both representatives of the Unit Association and Management may discuss complaints, eliminate problems or resolve potential grievances.

- O. The Board shall furnish on an annual basis to the Unit President of the Association a listing of names, addresses, work locations, job titles, seniority dates, and annual salaries of all employees in the bargaining unit. The same information for new employees, employees who are promoted or transferred and employees who are terminated or retire shall also be provided as they occur.
- P. Notices of job vacancies shall be posted in all school district buildings for a period of at least ten (10) days prior to being filled. For employees seeking shift assignment, seniority and qualifications shall be the governing factor. For employees seeking promotion, seniority and qualifications shall be the basis for appointment consistent with Civil Service Law and Rules.
- Q. Section 75 protection for all classified employees after one year of service and layoff and recall rights of Sections 80, 80a, and 81 of the Civil Service Law as it applies to municipalities.
- R. Should questions or problems arise concerning job reclassifications, they will be proper subjects for the Labor-Management Committee (Item "N" above).

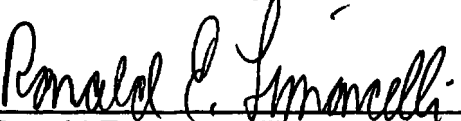
ARTICLE XIII

TERMS OF AGREEMENT

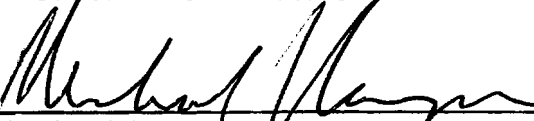
This Agreement shall remain in full force and effect from July 1, 2005 to June 30, 2007. Except as is otherwise specifically provided in Article II, Paragraph B, this Agreement will continue in effect from year to year after June 30, 2007 unless the Board is notified by the Association of its desire to terminate, amend, or modify such Agreement by the February 15 preceding the expiration date.


Executed at Amsterdam, New York this 24th day of June 2005.

FOR THE DISTRICT:


Ronald E. Limoncelli
Superintendent of Schools

FOR THE ASSOCIATION:


Michael Campon
Negotiator


Robert Minkler
Association President

APPENDIX "A"

CUSTODIAL/MAINTENANCE SALARY SCHEDULE 7/1/05 - 6/30/06

SCHEDULE	I	II	III	IV	V	VI
STEP	LABORER	CUSTODIAN/ MAINTENANCE MTR.EQ. OPR.	MAINTENANCE BUS DRIVER	SENIOR CUSTODIAN	SKILLED MAINTENANCE	HEAD CUST. MECHANIC
1	21,667	22,703	23,326	24,087	24,747	25,939
2	22,234	23,267	23,890	24,654	25,466	26,543
3	22,800	23,941	24,460	25,234	26,201	27,181
4	23,368	24,404	25,050	25,835	26,960	27,818
5	23,936	24,990	25,649	26,438	27,738	28,456
6	24,549	25,603	26,262	27,050	28,351	29,068
7	25,145	26,201	26,859	27,647	28,948	29,664
8	25,723	26,779	27,436	28,226	29,525	30,243
9	26,303	27,362	28,022	28,816	30,208	30,858
10	26,882	27,944	28,610	29,409	30,891	31,473
11	27,461	28,526	29,196	29,999	31,573	32,088
12	28,591	29,680	30,368	31,190	32,889	33,344

"Longevity - Effective July 1, 2001, employees shall receive \$650 as a longevity increment on each of the 11th, 16th, 21st and 26th years of service in the District. (The District reserves the right to express earnings in either annual salary amounts or as an hourly rate.)"

***MEO -** Where MEO title employees are assigned Bus Driver duties, they shall be paid at the appropriate rate (Grade III) for the entire working day.

APPENDIX "B"

CUSTODIAL/MAINTENANCE SALARY SCHEDULE 7/1/06 - 6/30/07

SCHEDULE	I	II	III	IV	V	VI
STEP	LABORER	CUSTODIAN/ MAINTENANCE MTR.EQ.OPR.	MAINTENANCE BUS DRIVER	SENIOR CUSTODIAN	SKILLED MAINTENANCE	HEAD CUST. MECHANIC
1	22,100	23,157	23,793	24,569	25,242	26,457
2	22,679	23,733	24,368	25,148	25,976	27,074
3	23,256	24,420	24,949	25,738	26,725	27,725
4	23,836	24,892	25,551	26,351	27,499	28,375
5	24,415	25,490	26,162	26,967	28,293	29,025
6	25,040	26,115	26,787	27,591	28,918	29,649
7	25,648	26,725	27,396	28,200	29,527	30,257
8	26,238	27,315	27,985	28,791	30,115	30,848
9	26,829	27,909	28,583	29,392	30,812	31,475
10	27,420	28,503	29,182	29,997	31,509	32,103
11	28,011	29,097	29,780	30,599	32,205	32,730
12	29,734	30,867	31,583	32,437	34,205	34,678

"Longevity - Effective July 1, 2001, employees shall receive \$650 as a longevity increment on each of the 11th, 16th, 21st and 26th years of service in the District. (The District reserves the right to express earnings in either annual salary amounts or as an hourly rate.)"

***MEO -** Where MEO title employees are assigned Bus Driver duties, they shall be paid at the appropriate rate (Grade III) for the entire working day.

