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Title: Frankfort-Schuyler Central School District and Frankfort-Schuyler Central School District Unit #7107, CSEA Local 1000, AFSCME, AFL-CIO, Herkimer County Local 822 (2013) (MOA)

Employer Name: Frankfort-Schuyler Central School District

Union: Frankfort-Schuyler Central School District Unit #7107, CSEA, AFSCME, AFL-CIO

Local: Herkimer County Local 822, 1000

Effective Date: 07/01/2013

Expiration Date: 06/30/2016

PERB ID Number: 5044

Unit Size: 18

Number of Pages: 32

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GEN/5044

AGREEMENT

by and between the

SUPERINTENDENT
OF SCHOOLS

of the

FRANKFORT-SCHUYLER CENTRAL
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME, AFL-CIO

Since 1910



New York's LEADING Union

Frankfort-Schuyler Central School Unit # 7107
Herkimer County Local 822

July 1, 2013 - June 30, 2016

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PREAMBLE

The Board of Education of Frankfort-Schuyler Central Schools (herein called the Board), Superintendent of Schools, and the Civil Service Employees Association (herein called the CSEA), recognize that the primary function of the Board and its non-instructional staff is to assure that each student attending the Central Schools obtain the highest level of educational opportunities possible.

The Board recognizes that the non-instructional staff is vitally important in providing the proper setting for educational opportunities.

The Board and the CSEA believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its non-instructional staff. A free and open exchange of views is desirable and necessary, with all parties participating in deliberations. The said agreement that is executed shall be the contract governing salaries and terms and conditions of employment for all persons in the negotiating unit for the period July 1, 2013 through June 30, 2016. Therefore, the Board and the CSEA hereby adopt the following:

ARTICLE I - RECOGNITION

1. Recognition

The Frankfort-Schuyler Central School District (hereinafter the District) recognizes the Civil Service Employee Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter CSEA) as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as defined in Section 201(4) of the Civil Service Law, for members of the defined Bargaining Unit. Herkimer County Local 822, Frankfort-Schuyler Central School District, Unit 7107 is a subdivision of the CSEA.

2. Titles

The Bargaining Unit includes the following titles: Cleaner, Custodian, Senior Custodian, Maintenance Worker, Receptionist, Typist, Account Clerk/Typist, Account Clerk and Account Clerk/Bus Scheduler.

Excluded from the unit are: All Teachers, Administrators, all other Certified Personnel, the Superintendent of Schools, the Business Administrator, and Secretary to the Superintendent. One (1) full time position of Account Clerk/School Bus Route Scheduler and one (1) part time position of Account Clerk/Typist assigned to the Business Administrator are excluded from the unit. These are Civil Service titles.

3. Management Rights

The District and the Unit recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of education in the school district. The District reserves

the authority and right to direct and manage the workforce except as specifically limited by this agreement.

This includes the right to determine the mission, policies and objectives of the District and the facilities, methods and means for doing so; including selection, assignment, retention and evaluation of staff.

4. Membership

- a)* The regular membership dues of the CSEA shall be deducted from each employee's pay that is represented by CSEA consistent with Article 7.4 of this agreement. The District also agrees to accord the payroll deduction privilege to any employee who desires to purchase CSEA insurance services. The CSEA shall have exclusive rights for deductions of premiums for insurances such as auto, life, homeowners and critical illness. No other organization shall have such deduction rights. This exclusivity will sunset if the District provides notice thereof, at least 60 calendar days prior to the last day of this contract as specified in the Preamble. Employees may make changes in their deductions as provided by Article 7.4 during two District designated window periods in each school year by written notice.
- b)* Deductions shall be remitted to CSEA, P.O. Box 7125, Capital Station, Albany, New York 12224. Deductions for CSEA dues and CSEA sponsored insurances will be remitted to the appropriate address(es) provided by CSEA. Failure of CSEA to provide an address will result in the District not providing the associated payroll deduction.

5. Agency Shop

- a)* In accordance with the agency shop provisions enacted by the 1976-1977 New York State Legislature, it is understood that each employee who is a member of the Bargaining Unit as defined in this Agreement, but not a member of the CSEA shall be liable to contribute to said CSEA an amount equivalent to CSEA dues as are authorized, levied and collected from the general membership of the CSEA in accordance with the provisions of Section 1.5 above.
- b)* The CSEA shall indemnify the District and hold harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the District for the provision of complying with the provisions of this Article.

ARTICLE II - NEGOTIATION PROCEDURES

- 1.* The parties agree to jointly meet and begin negotiations for a successor agreement prior to the expiration of the current agreement. Either party may give notification to request the start of the negotiations by March 1 preceding the date this contract expires. Failure to request negotiations shall not relieve either party from its duty to negotiate a new contract.

2. The parties agree to the establishment of bargaining ground rules including but not limited to the final submission of proposals by an agreed date. Such ground rules will be enforceable under the grievance procedure.
3. The parties agree to conduct bargaining in "good faith".

ARTICLE III - LEAVE POLICY

1. **Sick Leave**

- a) Sick leave shall be granted to employees on the basis of one (1) day per month (13 days per year for 52-week employees and 11 days per year for 44-week employees). Sick leave shall be pro-rated for all employees working less than full time. Employees may accumulate sick leave up to 225 days. Employees shall be given an account of their accumulated sick leave time upon request, in writing, to the Business Office.
- b) Employees may use sick leave in amounts of at least one hour. Absences for illness on holidays shall not be counted against accumulated sick leave. After three (3) consecutive days of absence in any one school year or where there is an established pattern of sick leave abuse, an employee may be required to provide verification from a physician as to the nature of illness to the appropriate district representative.
- c) If an employee separates from the District and has used more sick leave than he/she has earned, the days used over those earned will be deducted from the employee's final paycheck.

2. a) **Sick Leave Bank**

A sick bank has been established to aid bargaining unit members with serious non-work related health conditions requiring inpatient care in a hospital, hospice, residential medical care facility or continuing care by a healthcare provider for the employee bank member. The bank assists an employee who is continuously unable to perform the essential functions of his/her job with or without a reasonable accommodation or where the employee's presence is needed for care of the employee's spouse, child or domestic partner. A serious health condition is a non-work related illness, injury, impairment, or physical or mental condition regarded as such by the medical profession.

- b) **Operation of the Bank**

1. The sick leave bank is administered by a committee composed of five members.
 - a) Two are appointed and serve at the pleasure of the District Superintendent.

b) Three are appointed and serve at the pleasure of the CSEA Unit President.

- 2.* Bank committee will ask members to deposit 1 day a year.
- 3.* Bank committee will ask for additional deposits when bank balance falls below 60 days.
- 4.* No time is reimbursed to a bank member under any circumstances, including withdrawing membership in the bank.
- 5.* Unused leave remains in the bank from year to year.
- 6.* As soon as practicable the committee reviews and approves or disapproves by majority vote, applications for sick bank leave submitted by bank members.
- 7.* Approved but unused leave is returned to the bank.
- 8.* During sick bank leave use, all the benefits of the contract continue to accrue according to the applicable provisions of the contract.

c) Sick Bank Membership

- 1.* Only CSEA bargaining unit members may apply for bank membership.
- 2.* All eligible employees may apply in June of each year for membership the following July.
- 3.* To be a member of the sick leave bank, employees must have been employed at least one calendar year since last date of hire.
- 4.* Members must have at least 6 days of sick leave at the time of the application to join the bank.
- 5.* Members must deposit one (1) day to become a member of the bank and continue to make deposits annually and when requested by the bank committee. Personnel working less than full-time shall contribute sick leave days on a pro-rata basis, i.e. 25% employee, 25% of a full day.
- 6.* Members may withdraw from bank by written notice to the bank.

d) Leave Application

- 1.* Members must exhaust all accumulated paid leave before withdrawing leave from the sick bank.
- 2.* Members can apply for up to 15 days of leave once a year.

3. Members can be required to provide medical information at his/her own expense to justify leave request including:
4. Date condition began
5. Probable duration of condition
6. Expected treatment dates and next appointment date
7. Necessity for continued absence from work and expected duration
8. Members can be required to see a doctor chosen by the bank committee at the District's expense. The member applicant is required to complete the doctor's authorization form in order for the information to be released to the Sick Leave Bank Committee.

***e)* Leave will be denied :**

1. Where the District has documented a history of sick leave abuse.
2. Where the member fails to supply the bank committee with the medical information specified above.
3. Where the member has already received a grant of leave and 120 calendar days have not passed since the last day of the grant.
4. Where the member is receiving Workers Compensation.
5. Where member is receiving income replacement from no fault auto insurance.
6. Members who are denied leave by the committee may only appeal:
 - a)* First to the sick bank committee
 - b)* Second and finally to the Superintendent and CSEA Unit President
 - c)* Appeals must be in writing stating the reason for the appeal
 - d)* Members who appeal shall have the opportunity to meet first with the full committee and second with the Superintendent and the CSEA Unit President who shall make a final decision.
 - e)* Should an appeal not be resolved, final determination will be made by the District Superintendent. (This clause will sunset on June 30, 2016). The final decision made in accordance with this Article is not grievable.

3. Bereavement Leave

- a)* In the event of death in the immediate family of an employee, bereavement leave up to and including four (4) days shall be granted to employee.
- b)* Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, grandson, granddaughter, sister, brother and domestic partner. The above terms shall include natural, in-law and step relatives.

- c)* One (1) work day off with pay for death in the family other than immediate family shall apply to aunts, uncles, nieces and nephews.

4. Sickness in the Family

Employees shall be allowed four (4) days off with pay annually in the event of illness in the immediate family, which requires the employee's personal attention. Employees may use family leave in amounts of at least one hour. Immediate family is as defined in 3.3 above, except that family shall not include brother-in-law or sister-in-law. If additional days are needed, the employee may utilize sick leave with approval of the Superintendent.

5. Personal Days

- a)* Employees shall receive two (2) personal days per year, upon prior approval of the Superintendent or his/her designee. Employees may use personal leave in amounts of at least one hour. In the event of an extreme emergency, an additional personal day may be granted with the express permission of the Superintendent or his/her designee. One (1) additional personal day shall be given by the Superintendent or his/her designee in the event a unit member adopts a child.

- b)* Unused annual personal days shall be added to accumulated sick days within the maximum of 225 days. Personal days shall not be used to extend a holiday, vacation or recess period without the prior approval of the Superintendent of Schools.

6. Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall also be allowed to keep the remuneration for expenses provided by the Court. The employee must notify his/her department head of jury selection no later than his/her first scheduled shift following receipt of the notice.

7. Child Care Leave

Normal sick leave shall be available for pregnancy and childbirth. An employee may request and be granted an unpaid leave of absence of up to one (1) year for child rearing. Such a leave must be requested in writing to the Superintendent. Child rearing leaves may be requested by mother or father after childbirth or adoption. If an unpaid child rearing leave follows the mother's childbirth, it shall begin on the date the physician certifies that the period of disability is ended, or when the employee's paid sick leave is exhausted, whichever occurs first. If the father requests an unpaid leave, or if an unpaid child care leave follows an adoption, or if the leave does not immediately follow childbirth, it shall begin on a date mutually agreed between the District and the employee who requested the leave.

8. Union Leave

Except where emergency circumstances prohibit the President of the Unit or his/her designee shall be granted leave with pay to attend official meetings of the CSEA, not to exceed three (3) days per year. Requests for such leave shall be submitted in writing, to the appropriate Administrator at least five (5) work days in advance of such meetings.

9. **Unused Snow Days**

In the event two (2) snow days are unused during the school year, one (1) of such unused snow days will be considered a school closing on the Friday before Memorial Day, provided however, that no loss of State Aid is incurred because of it. If loss of State Aid does result due to the above, school will remain open.

ARTICLE IV - VACATIONS AND HOLIDAYS

1. **Vacations**

a) Vacations with pay shall be granted to employees who are scheduled to work 52 weeks in each year as follows:

<u>Years of Service</u>	<u>Vacation Period</u>
1 year in the District	1 week
2 through 7 years in the District	2 weeks
8 through 10 years in the District	3 weeks
Over 10 years in the District	3 weeks plus one day for each year over 10, up to a limit of 10 additional days.

b) Employees who work 52 weeks per year, but less than seven (7) hours per day, shall receive vacations as provided herein, but his/her total pay for such period of vacation shall be the amount which would have been due him/her if he/she had been working regularly at his/her usual hours for such period.

1. The first two weeks of vacation may be used when school is in session upon the approval of the immediate supervisor, subject to the approval of the Building Principal and the Superintendent of Schools.
2. Any employee who is to receive a third, fourth or fifth week of vacation will be canvassed by the Building Principal and the Building Principal will arrange a vacation schedule to suit the individual's own convenience, provided it has the approval of the Superintendent of Schools.
3. Clerical workers and stenographers shall be assigned vacation periods by the Building Principal, which will interfere as little as possible with the work required in the office to which they may be assigned.
4. Maintenance employees shall be assigned vacation periods by the Superintendent of Building and Grounds.
5. Upon retirement, death or permanent layoff, a bargaining unit member shall receive any accrued and unused vacation days with pay.
6. Employees must give at least fourteen (14) days prior notice upon separation from service in order to be eligible for payment of unused vacation days.

- c) Any bargaining unit member who receives vacation benefits and has not used all vacation time during any school year will be allowed to carry over ten (10) days of vacation as a maximum to the next calendar year.

2. Holidays

- a) Full-time 52 week employees shall receive 13 holidays with pay so long as school is not in session. These days are:

- | | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| July 4 th | Christmas Day |
| Labor Day | |

- b) Full time 44 week employees shall receive 12 holidays with pay so long as school is not in session. These holidays are listed above excluding July 4th.
- c) Holidays that fall on Saturday will be observed the day before, on Friday. Holidays that fall on Sunday, will be observed on the day after, on Monday. In situations not covered by the above sentence, the Superintendent shall identify a date when the holiday(s) will be observed.

ARTICLE V - HEALTH and DENTAL INSURANCE

1. Health Insurance

- a) Effective July 1, 2013 all employees shall contribute 10% of the cost of the health insurance premium for either the individual or the family plan and contribution increases shall be limited to a maximum of 10.5% of the previous year's contribution.
- b) The plan will consist of coverage equivalent to or better than the plan in effect on June 30, 1990 for \$10,000 Life Insurance, \$10,000 Accidental Death or Dismemberment, Comprehensive Medical with calendar year deductibles of \$100 for individuals and \$200 for families, a lifetime maximum of \$1,000,000.
- c) Effective July 1, 2013 the District will provide Consortium Prescription Drug Plan 3T4 to all qualifying employees. The copays will be as follows:

Retail Purchase - limited to thirty (30) day supply.

Generic	Preferred Brand	Non-Preferred Brand
\$ 0	\$15	\$30

Mail Order Purchase - limited to ninety (90) day supply.

Generic	Preferred Brand	Non-Preferred Brand
\$ 0	\$30	\$60

The Board reserves the right to change carriers at any time as long as equivalent or better coverage is obtained

- d)* Individuals electing dependent coverage in the program shall either authorize the payroll deduction for the required annual payment set out in 5.1 or shall arrange for cash payments to the District over the same period.
- e)* Effective July 1, 2005, unmarried dependent children who are under 19 years of age are eligible for health insurance as dependents. Unmarried dependent children who are age 19 or over, but under age 25, are eligible if they are full time students at an accredited school, college or other educational institution or otherwise not eligible for employer group coverage.
- f)* The District agrees to comply with all federal and state laws and regulations as they apply to this article including those related to the Patient Protection and Affordable Care Act.
- g)* The District will continue to provide health insurance benefits to employees in accordance to the standard described below based upon the plan and its benefits in effect on June 30, 2009. (Excellus BC/BS of Utica Watertown-Frankfort Schuyler Central School District #0015149 and #0015150)
- h)* The District reserves the right to change carriers, or to self-insure at any time so long as all benefits contained in a new plan are equivalent to or better than the existing coverage as identified in the plan documents referenced above. The District and the CSEA agree that any self-insured product will comply with any mandates or directives issued by the New York State Insurance Department.
- i)* The CSEA and the District also agree that a change to self-insurance in and of itself does not constitute cause to challenge the equivalent to or better than standard as stated above. Should the District intend to exercise this right to change, it must provide CSEA and Joint Health Insurance Committee with at least thirty (30) days advance notice for the purpose of consultation prior to giving notice of termination to the carrier.
- j)* The District and the CSEA agree to convene a Joint Health Insurance Committee following ratification of this agreement which will meet at least every thirty (30) days, or upon the request of either party to review issues related to health insurance. The Committee shall be composed of the Superintendent of Schools, the Business Manager, one member of the School Board and two CSEA representatives appointed by the local CSEA president.
- k)* The District will provide appropriate and timely information to the Committee concerning the health insurance program that will be of assistance to the Committee in monitoring costs and benefits. Any data considered for release by the District will be subject to existing confidentiality regulations and requirements.

- d)* It is the intent of the parties to ensure that health insurance benefit coverage remains equivalent to or better than the coverage provided in the plan in this collective bargaining agreement. The parties recognize that in many instances specific benefits vary between benefit plans but the plan as a whole is still considered equivalent and will meet the standard above. The parties agree that this understanding does not abrogate the right of the CSEA to challenge the level of benefits in a proposed plan but is presented to clarify the overall intent of the parties.

2. IRS 125

The District will implement the Pre-Tax Plan (IRS 125 Plan).

3. Vision Insurance

The District will provide employees in this bargaining unit Premium Platinum Plan No. 196 by Davis Vision.

4. Retiree Health Insurance

- a)* The same health insurance, excluding life insurance and accidental death and dismemberment benefits, and co-payment as shown in Section 5.1, shall be provided to all employees who have worked a minimum of ten (10) years in the Frankfort-Schuyler School District and who are eligible for retirement benefits under the New York State Employee's Retirement System within 6 months of leaving Frankfort-Schuyler School District employment.
- b)* Such employees must also have participated in the District's health insurance plan in each of the last five (5) years of their employment with the District.

5. Dental Plan

- a)* The District shall pay 100% of the cost of the individual's coverage for employees electing to participate in the dental plan, with coverage equivalent to or better than the plans in effect on June 30, 1990 for Program B, Crowns, Periodontics and Prosthetics and Program b) coverage of Basic and Orthodontic. When the District initiates a study of comparable carriers, the Union will be advised and involved in such study.
- b)* Employees electing spouse coverage will contribute \$100.00 annual premium and those electing family coverage will contribute \$100.00 annual premium.

6. Employee Eligibility for Health and Dental Plan

- a)* To be eligible to participate in the above Health Insurance Plans, bargaining unit members must have a regular work schedule of 20 hours or more per week.
- b)* Employees working less than the minimum hours per week may apply to purchase coverage at their expense subject to the terms of the policy. Bargaining unit members on leave without pay shall also be allowed full participation provided the total cost of the coverage is paid to the District before the applicable due dates.

7. Health Insurance Opt-Out

- a)* All employees who have health insurance coverage will have an option to buy out of the health insurance coverage, as long as they and/or their family continue to have health insurance coverage elsewhere.
- b)* Employee must submit proof of alternative insurance at the time of such election to opt out and must sign a waiver absolving the District for liability of uninsured medical costs. Such employee must make opt out election annually. The buy-out will be as follows:
- c)* An employee will receive \$1,300 in June of each year if he/she opts out of their health insurance plan – family or individual. Any employee who has elected to opt out from coverage may rejoin the program immediately without being subjected to any exclusion based on pre-existing conditions, upon the occurrence of any of the following events:
 - 1. Death of covered spouse;
 - 2. Divorce from covered spouse;
 - 3. Loss of spouses' coverage for any other reason.
- d)* In the event that the employee elects to rejoin the program at any other time, such employee will be limited to rejoining during the window periods as set forth by the Plan.
- e)* Under no circumstances will an employee who has opted out from the health insurance program under the provisions of this section, suffer any loss of health coverage upon re-entry in the health insurance program.
- f)* Nothing contained herein shall preclude an employee who has elected to opt out of the program from rejoining the health insurance program, and carrying such health insurance benefits into retirement, the same as if such employee had maintained active status in the health insurance program for a period in which he/she elected to opt out from coverage.

8. Dual Coverage

In the event the District employs both spouses, health insurance shall be limited to two single coverage policies or one family policy.

ARTICLE VI - RETIREMENT

1. New York State Retirement

The Board shall continue to provide "Improved Career Retirement Plan" as enacted in Section 75i of the Retirement and Social Security Law, "Guaranteed Ordinary Death Benefits" as enacted in Section 60-b of such law, to employees in the service-negotiating unit.

2. Retirement Award

Effective July 1, 2011 the District will provide Option 41j of the NYS Retirement Plan, which provides for the application of unused accrued sick leave as additional service credit up to 165 days maximum. In addition, the District will pay retirees \$20 a day for sick days 166 to the 225 day maximum. Unit members who retire from the District under the New York State Employees' Retirement Plan and who have a minimum of ten (10) years of service with the District shall be entitled to this award.

ARTICLE VII - COMPENSATION

1. Salaries

Employees in this unit will have their base salaries as of June 30, 2013 increased as follows:

Effective July 1, 2013	2.2%
Effective July 1, 2014	2.1%
Effective July 1, 2015	2.0%

Starting salaries for titles in this bargaining unit are identified by title in Appendix E. Such salaries are determined by taking the starting salaries for each job title as of June 30, 2013 and multiplying these salaries by 75% of the agreed upon salary increase noted above for each year of this agreement.

A full-time employee transferred to a higher salary column at the request of the Board of Education shall start receiving the salary required in that column, at the same step the employee occupies in the lower paid column. The new salary rate shall begin on the day the employee starts the new assignment, and shall continue until the assignment ends. All new employees will be hired at Step 1.

2. Longevity

All full-time employees who work 10 months per year or longer shall receive longevity payments as follows:

After 10 years of continuous service	\$200
After 15 years of continuous service	\$800
After 20 years of continuous service	\$1600
After 25 years of continuous service	\$2400
After 30 years of continuous service	\$3000

Longevity payments shall begin on the employee's anniversary date of employment as follows: At the 10th, 15th, 20th, 25th, and 30th anniversary date. These payments are non-cumulative.

3. Additional Payments

The stipend for the position of Typist/Attendance Clerk will be as follows:

<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
\$554	\$566	\$577

The stipend for the employee who provides extra-curricular activities duties will be as follows:

<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
\$1,109	\$1,132	\$1,155

The above stipend will be included in salary adjustments made for the beginning of each fiscal year and is annualized beginning July 1, 2011.

4. Payroll Deduction

The District shall deduct at least once monthly, as determined by the Administration, such amounts of money from the wages of an employee as is authorized by that employee in writing on a form provided by the District. Said money will then be remitted by the District to the Civil Service Employees' Association, Inc., and receipt of said money by the organization shall discharge the District from any further liability therefore either to the organization, the employees, or his/her estate. Such written authorization may be revoked by the employee by executing a revocation on the form signed in the District's office.

Employees shall be allowed to have Credit Union and Tax Sheltered Annuities payroll deductions; changes may be made in payroll deductions twice a year between September 1 and September 15 and January 1 and January 15.

5. Work Day

- a) Eight (8) scheduled hours per day - First Shift, 7 a.m. to 3:30 p.m.; Second Shift, 3 p.m. to 11:30 p.m. - shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work except as to clerical workers and stenographers and as to them, seven (7) hours per day shall constitute a day's work, and thirty-five (35) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The Administration shall have the right to insure orderly operation of the schools, and to provide for unusual conditions. Whenever possible, the CSEA will be notified in advance of a change in working hours.
- b) It is understood that the District may create a new position for custodians or cleaners, which will not affect existing personnel or positions that may be scheduled at times other than their normal work day/week of Monday through Friday and at times other than the normal time for the current shifts. One example of this would be the creation of a new position working on a Tuesday through a Saturday, starting at 12:00 noon.
- c)
 1. Overtime pay, based on an employee's base pay, will be paid to full time workers for all time over eight (8) hours per day and forty (40) per week (except for clerical titles, all time over seven (7) hours per day and thirty-five (35) hours per week as to them), at one and one-half times the employee's regular rate. No employee shall be required to work a split shift, without the employee's approval.
 2. In addition, any hours worked between the hours of midnight and 6:00 a.m. shall be considered overtime and paid at one and one-half times the

employee's regular rate. The Administration will continue to divide any overtime work necessary as equally as possible among the employees in the District as circumstances and qualifications permit, upon application of said employees at the beginning of each school year to be placed on an overtime listing. Sick leave will not be included as time worked when computing overtime hours.

- d) Employees working on a part time basis in this unit will have their workdays set by the District. Such employees' benefits will be prorated in accordance with the percentage of time worked. Areas that will be prorated are: sick leave, bereavement leave, sickness in the family, personal days and vacation days. (For example, an employee working 50% time will receive 50% of the amount of leave or vacation that a full time employee is entitled to. The same will apply to employees working 40% time receiving 40% of the benefits of full time employees and so forth.). Part Time employees will be entitled to holiday benefits if such holiday should fall within the employee's normal work schedule.

6. Out of Title Work

When an employee is assigned to perform at a higher job classification for three (3) consecutive days or more, such employee shall receive out of title payment retroactive to the first day of assignment. The out of title calculation shall be the difference between the starting hourly rates between the two job titles added to the current hourly rate of the employee working out of title.

7. Night Differential

A full-time employee, that is, one who works a full eight (8) hour shift, five (5) days a week, who commences work after 2:30 p.m., shall receive a night differential. Effective July 1 of each year of this contract the night differential will be as follows:

<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
\$1,109	\$1,132	\$1,155

Said differential shall be maintained so long as said employee is employed full time and regularly assigned to a shift, which commences after 2:30 p.m. Summer and recess assignments shall have no effect on differential payment.

8. Weekends and Holidays

The senior custodian or assigned employee of the three (3) school buildings shall check the buildings of the District on Saturday, Sunday and holidays during the school year and shall receive one (1) hour's pay at overtime rates on each Saturday, Sunday and holiday.

If a senior custodian or the assigned employee discovers an emergency condition requiring immediate work during the check, they shall promptly notify Administration, and they will be paid for work performed as authorized by the Administration pursuant to paragraph 7.8. The assigned employee shall be responsible for building checks when the senior custodian is on vacation.

9. Emergency Call In

If any employee is called in to work outside his/her regular working hours because of emergency, two (2) hours pay shall be guaranteed. In no event shall an employee be deprived of working his/her regularly assigned shift because of an emergency call-in.

10. Snow or Emergency Days

Custodians and maintenance personnel who work on snow and emergency days shall be paid double time for hours worked, if any. A snow or emergency day is defined as any scheduled school day on which the Superintendent of Schools or his/her designee cancels school for the day before the commencement of the school day because of weather or emergency conditions.

11. Volunteer Fire and Ambulance Department

Volunteer Fire and Ambulance Department members shall be paid the time lost from work while on a fire or ambulance call during working hours provided they report to work immediately after the fire or ambulance call is completed.

12. Mileage Rate

Any employee who reports to two or more schools on any one day as part of his/her normal assignment, provided that one of the schools is the West Frankfort School, will be paid traveling expenses at the prevailing IRS rate.

ARTICLE VIII - CODE OF CONDUCT

Conditions of Employment

1. Each employee shall be at his/her place of work at the beginning of his/her scheduled work period, and shall as promptly as possible report for duty during an emergency when called. If an employee is unable to report to work, he/she shall personally notify his/her supervisor or other designated administration representative no less than one (1) hour prior to the start of his/her work period.
2. If any employee is unable to report for work on time, he/she will personally contact his/her supervisor or designated administration representative and state the reason for such delay and approximate time he/she will arrive for work.
3. Employees shall perform work assigned to them by persons in authority over them.
4. Employees assigned to a building shall obtain permission from their building principal or other person designated by the Administration before leaving the building except during lunch periods.
5. Each employee shall immediately report to the Business Office any deviation or errors in his/her pay.
6. Each employee shall adhere strictly to safety rules and procedures, use safety equipment when specified, and shall immediately report unsafe procedures and conditions to the person in authority over him/her.

7. The physical appearance of each employee shall be neat and clean, and of a nature which will present a proper example to the pupils.
8. The efficient performance of work assigned to them requires that the employees follow proper rules of conduct. The following list, which is not represented as all-inclusive, represents behavior, which is not acceptable. Employees failing to follow rules of good conduct are subject to disciplinary action, ranging from oral reprimand to immediate discharge, depending upon the seriousness of the offense and the nature and frequency of past violation:
 - a) Unauthorized absence or tardiness.
 - b) Loafing or sleeping during assigned working hours.
 - c) Loitering off school grounds during assigned working hours.
 - d) Insubordination - Failure to follow specific instructions or refusal to follow orders of person in authority.
 - e) Unauthorized use of materials or equipment.
 - f) Unsafe practices and poor housekeeping.
 - g) Obscene or abusive language.
 - h) Falsifying and records or reports.
 - i) Punching the time card of another employee, or permitting another person to punch employee's time card.
 - j) Removing school property from school premises without appropriate authorization.
 - k) Gambling, bookmaking, selling lotteries on school property.
 - l) Violating safety rules.
 - m) Acts of physical violence, including horseplay, which can result in bodily harm to another person.
 - n) Immoral or indecent conduct.
 - o) Reporting to work under the influence of narcotics, in possession or narcotics on school property.
 - p) Reporting to work under the influence of intoxicants, drinking or possession of intoxicants on school property.
 - q) Promoting, or participating in any kind of strike, work stoppage, or concerted interference with the operation of schools in the District.
 - r) Deliberately damaging, defacing, or misusing school property.

2. Time Clocks

Time clocks shall be installed in each of the buildings and the employees shall ring in and out when starting and finishing work, and for their lunch periods.

3. Evaluation

- a) Each probationary employee will be evaluated by his/her immediate supervisor at least twice during his/her probationary period.

- b) Each permanent employee will be evaluated by his/her immediate supervisor at least once each calendar year.
- c) Each evaluation will be in writing on a form provided by the District. The evaluator and the employee shall both sign and date the evaluation. The employee's signature indicates only that he/she has seen the completed evaluation, not that he/she necessarily agrees with its contents.
- d) An employee may have a conference to discuss the evaluation with his/her supervisor upon the employee's request. The supervisor shall have the right to call such a conference.
- e) Each employee will receive a copy of each of his/her evaluations.

4. Non-District Employees

Employees who are not residents of the district may enroll their children in the district without paying tuition.

ARTICLE IX - GRIEVANCE PROCEDURE

1. Purpose

It is the policy of the Board and the CSEA that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the aggrieved party to the settlement but shall not be a precedent in a later grievance proceeding.

2. Definitions

A "*grievance*" is any alleged violation of this contract or any dispute with respect to the contract's meaning or application.

An "*employee*" is any person in the bargaining unit as defined in the by-laws adopted by the Board of Education on December 13, 1967.

An "*aggrieved party*" is (1) an employee or group of employees who sign and submit a grievance or, (2) the CSEA Unit when it submits a grievance which relates to the Unit as a whole.

3. Submission of Grievances

- a) Before submission of a written grievance, the aggrieved party must attempt to solve it informally.
- b) Each grievance shall be submitted in writing on a form similar to the form attached hereto and shall identify the aggrieved party; the provision of this contract involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; the identity of the person, if known to the aggrieved party, responsible for causing such event or conditions; a general statement of the

grievance and redress sought by the aggrieved party; the name of the person or organization which will represent the aggrieved party; and the signature of the aggrieved party or parties.

- c) A grievance shall be deemed waived unless it is submitted within ten (10) calendar days after the aggrieved party knows or should have known of the events or conditions on which it is based.
- d) An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances to the Department Head.
- e) The Unit may submit any grievance, which relates to the Unit as a whole and shall submit such grievances directly to the Superintendent of Schools.
- f) The aggrieved party is entitled to representation by a person or organization of his/her choice at every step of the grievance proceeding.

4. Procedure

- a) The Department Head shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Department Head or if no response is received within seven (7) calendar days after the submission of a grievance, such aggrieved party may, within the next seven (7) calendar days submit a copy of the grievance to the Superintendent of Schools.
- b) The Superintendent of Schools or his/her designated representative shall confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his/her position with respect to it no later than ten (10) calendar days after it is received by him/her.
- c) In the event the aggrieved party is not satisfied with the statement of the Superintendent of Schools with respect to a grievance, he/she may within fifteen (15) calendar days after receiving such statement, submit the grievance to the Board of Education, providing it receives at least five (5) days notice, shall hear the matter at its next regular Board meeting.

GRIEVANCE FORM

Party Alleging Grievance: _____

Contract Provision Involved: _____

Time When and Place Where Alleged Grievance Occurred: _____

Identity of Person Alleged to be Responsible: _____

General Statement of Grievance and Redress Sought: _____

Name of Representative, If Any: _____

Signature(s) of Persons Alleging Grievance

Date

ARTICLE X - REOPENING NEGOTIATIONS

The Board and the Unit agree that all negotiable items have been discussed during the negotiations leading to the Agreement, and therefore agree that negotiations shall not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual agreement of both parties.

ARTICLE XI - OFFICIAL POLICIES

No official policies heretofore adopted by the Board are modified, abrogated or amended by this Agreement, except as specifically provided herein.

ARTICLE XII - INDIVIDUAL AGREEMENTS

Any individual arrangements, agreements, or contracts between the Board and an individual with respect to salaries, terms and conditions of employment shall be consistent with the salaries, terms and conditions of this Agreement.

ARTICLE XIII - DISTRIBUTION OF CONTRACT

Copies of this Agreement shall be reproduced at the expense of the District and the Unit shall be supplied with sufficient copies for all new members plus an additional twenty (20) copies.

ARTICLE XIV - POSTING, BIDDING AND VACANCIES

1. *Posting, Bidding and Vacancies*

The District will post all notices issued by the Herkimer County Civil Service Commission, as to examinations for positions in the District, on employee bulletin boards in each building. Vacancies for non-competitive positions will be posted as soon as known. In making appointments the Board will consider seniority and qualifications of the applicant.

2. *Transfers*

In the event members of the Unit are subject to transfer or are to be considered to fill a permanent job opening, the District shall take into consideration the seniority, qualifications, skills, abilities, and experience of the employees under consideration.

ARTICLE XV - NOTIFICATION OF NEW HIRES

The District will notify the CSEA President of all new hires who are bargaining unit members. This notification will include their name, title and date of hire.

ARTICLE XVI - PHYSICALS

All medical examinations for employees required by the District policy shall be paid for by the District.

ARTICLE XVII - FOUL WEATHER GEAR

The District will provide \$125 voucher in each year of the Contract for foul weather gear for employees who are assigned and required to work in situations requiring such gear. The voucher is limited to the purchase of boots and outer clothing.

ARTICLE XVIII - SENIORITY

1. Seniority shall be defined as the length of continuous, full-time service in accordance with Civil Service Law.
2. Continuous service includes any time period when the employee is on the employer's active payroll and those periods when an employee is:
 - a) On leave of absence, up to one year;
 - b) On layoff;
 - c) Absent from and unable to perform the duties of his position by reason of a disability resulting from illness/injury or occupational injury.
 - d) Called to active military duty.
3. Seniority will not accrue while on leave in Sections a, b and c.
4. If two or more employees are hired or appointed on the same date, their relative seniority shall be cast by lot at the time of their appointment.
5. An employee loses his seniority only when one or more of the following occurs: he resigns (unless he is reinstated within one year); he is discharged; he retires; or he refuses a recall.

ARTICLE XIX - LAYOFF AND RECALL

1. In the case of job abolishment, reduction in forces, lay-off and recall, the following procedure shall prevail.
2. In the event the employer plans to lay off employees in the bargaining unit for any reason, the employer will notify the union in writing of its plans at least one month prior to the date that such action is proposed to commence.

3. Upon notification to the union of such impending plans, a meeting shall be arranged between the parties within fifteen (15) calendar days of such notification to review the anticipated layoff and the effect it will have on employees within the bargaining unit.
4. If, after the execution of the above, the employer establishes that a layoff still is necessary, then such layoff shall be accomplished by laying off first, all newly hired provisional employees within the job title, and secondly, all newly hired probationary employees. If further layoffs are necessary, the permanent employees shall be laid off as follows:
5. Competitive Class Employees will be governed by the appropriate Civil Service Statute.
6. Non-competitive employees shall be governed by the following layoff and recall procedure:
 - a) In the event of a layoff within a non-competitive position, the employer shall determine the job title affected and then implement the layoff within the job title using the employees' total seniority within the District. The employee with the least seniority who is serving in the affected title shall be laid off first.
 - b) An employee who is displaced in accordance with Section A may then bump the least senior employee in the next lower pay title in the department, providing the displaced person in Section A has more total seniority and is qualified than the least senior employee in the lower pay title.
 - c) An employee who has been laid off from the District under Section a or b above shall be placed on a preferred hiring list for a period not to exceed two (2) school years. Employees shall be recalled in the reverse order of layoff. It is understood that no new employees will be hired within the job title until all employees on the preferred hiring list have been recalled or have refused recall.
 - d) Any employee to be laid off will receive no less than fourteen-calendar (14) days notice, such notice to be delivered by hand. The employer shall forward to the union a list of all employees who are laid off.

TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY JUDGMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this _____ day of August, 2013, by their duly authorized officers.

FOR THE DISTRICT

FOR THE CSEA

Date:
Robert F. Reina, Superintendent

Date:
Gerald Phelan, Labor Relations Specialist

The Members of the CSEA Team were:

Matt R. Crim, Unit President

Keith LaVine, Team member

APPENDIX A

SIDE LETTER 1

FRANKFORT-SCHUYLER CENTRAL SCHOOL

USE OF SCHOOL FACILITIES WITHOUT A CUSTODIAN ON DUTY

The Superintendent may authorize the use of district facilities without a custodian on duty for some groups and activities on a reasonable basis. Furthermore, this provision shall not prohibit future expansion of the work force or negative impact on promotions or overall opportunity. The District acknowledges that this provision is not intended to cause the layoff of any CSEA unit member. The District also acknowledges that a CSEA member will not be held responsible for any misuse of district facilities that may occur if there is no CSEA custodian on duty. If CSEA believes that the exercise of this right is unreasonable during the life of this agreement, the parties shall refer this issue to labor management meetings for further discussions.

The District agrees to discuss any disagreements of this side letter in labor management meetings during the life of this agreement.

FOR THIS DISTRICT:

Robert F. Reina
Robert F. Reina, Superintendent

July 13, 2006
Date

FOR THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.:

Roxanne Gillen
Roxanne Gillen, President

Richard Britton
Richard Britton
CSEA Labor Relations Specialist

Date: 7-13-06

Date: July 13, 2006

APPENDIX B

SIDE LETTER 2

FRANKFORT-SCHUYLER CENTRAL SCHOOL

MAINTENANCE WORK BY CONTRACTORS ON A LIMITED TASK BASIS

The District may provide for maintenance work by contractors on a limited task basis on school facilities in accordance with past practice. The parties agree that the past practice has been for the Head of Maintenance to hire a sub-contractor for a specific task or type of work. The Superintendent would then make the decision to either contract out the work or not. An example of this is non-routine field maintenance.

The District agrees to discuss any disagreements of this side letter in labor management meetings during the life of this agreement.

FOR THIS DISTRICT:

Robert F. Reina
Robert F. Reina, Superintendent

July 13, 2006
Date

FOR THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.:

Roxanne Gillen
Roxanne Gillen, President

Richard Britton
Richard Britton
CSEA Labor Relations Specialist

Date: 7-13-06

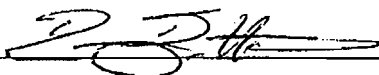
Date: July 13, 2006

APPENDIX C

SIDE LETTER 3

MEMORANDUM OF AGREEMENT

This is to confirm the fact that the District agrees to reopen the contract for purposes of negotiating for employees assigned to the food service function should that function revert to the District during the life of this contract.

For the Association:  Date: July 13, 2006
For the District: Robert F. Reini Date: July 13, 2006

APPENDIX D

SIDE LETTER 4

Side Letter Regarding Intent of Article 7.7 Regarding Building Checks

This is to confirm the fact that the parties to this negotiated contract agree it has not been the intent of Article 7.7 to have the Senior Custodian or assigned employee conduct building checks if the school buildings are, at the time, occupied by other custodial or maintenance staff who are there because of emergency call in. In such instances the checks should not be performed and there will be no compensation for this.

FOR THIS DISTRICT:

Robert F. Reina
Robert F. Reina, Superintendent

Date: 6-15-11

FOR THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.:

Matt Crim
Matt Crim, Unit President

Date: 6-15-2011

Gerald Phelan
Gerald Phelan
CSEA Labor Relations Specialist

Date: 6/15/11

APPENDIX "E"

STARTING SALARY SCHEDULE

Job Title	2013 - 2014 (1.65%)	2014 - 2015 (1.58%)	2015 - 2016 (1.50%)
52 Week Typist	23,479	23,850	24,208
Acct Clerk	24,780	25,172	25,549
Receptionist (200 days/3.5 hrs. a day)	5,962	6,415	6,511
Typist 44 Week	20,642	20,968	21,283
Custodians	26,362	26,778	27,180
Senior Custodial/Maintenance	33,940	34,476	34,993
Cleaners (hourly)	10.07	10.23	10.39

(46)

