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JOHNSON CITY, NEW YORK

EDUCATIONAL SUPPORT PERSONNEL - SCHOOL DISTRICT

**COLLECTIVE
NEGOTIATING
AGREEMENT**

JULY 1, 2003 - JUNE 30, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

310

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COLLECTIVE NEGOTIATING AGREEMENT

This agreement, by and between the Johnson City Central School District, as represented by the Superintendent of Schools, hereinafter referred to as the School District, and the Johnson City Employees Association/NEA/NY, hereinafter referred to as the Association, witnesseth that the parties mutually agree as follows:

ARTICLE I - Recognition

The District hereby recognizes the Association as the exclusive negotiating representative of all employees in the noninstructional bargaining unit, which unit includes all noninstructional personnel; excluding all persons designated as either management, confidential, substitute, or instructional personnel.

The District further agrees to afford to the Association, unchallenged representation status for the duration of this Agreement. The Association shall have the right to membership dues deduction, upon presentation of dues deduction authorization cards signed by the individual employee, pursuant to Article 14 of the Civil Service Law of the State of New York.

ARTICLE II - General Provisions

1. **No Strike Provision** - Neither the Association nor any employee covered by this Agreement shall engage in a strike, cause, instigate, encourage or condone any illegal concerted activity defined by the law or the Public Employment Relations Board to be contrary to Article 14 of the Civil Service Law.
2. **Individual Negotiations** - During the term of this Agreement, there shall be no demand on the part of an individual member of the bargaining unit for collective or individual negotiations on any matter or issue, included or not covered by this Agreement or for the renegotiation of any provision of this agreement.
3. **Unit Definitions** - For the purposes of this Agreement and its application to the members of the bargaining unit, employees are defined as follows:
 - A. **Substitute**...per diem, irregularly scheduled employees.
 - B. **Part Time A**...employees that normally have a work assignment that is less than twenty (20) hours per week.
 - C. **Part Time B**...employees that normally have a work assignment of twenty (20) hours per week or more, but less than thirty (30) hours per week.
 - D. **Full Time**...employees that work a regularly scheduled thirty (30) hours per week or more, ten (10) months or more per annum with a work schedule of 40 weeks or more per year.

ARTICLE III - Association Rights

The rights and privileges enuring to the benefit of the employees and to the Association under this Agreement, and the obligations of the District under this Agreement may be asserted, enforced or claimed against the District solely by the Association acting through its duly authorized representatives.

The Association shall have the right to post notices on bulletin boards designated by the District and to utilize the internal mail system for the conduct of Association business. Further, the Association shall have the right to use school equipment provided the Association pays for supplies and materials subject to any charge for equipment use that the district shall impose, and subject also to the legality of use of such public facilities by private individuals in this matter.

The president of the Association or the president's designee, with five (5) days advance written notice to the School Business Executive will be granted leave with pay and benefits to participate in meetings conducted by the Association's state affiliate, subject to district approval.

ARTICLE IV - Salaries

1. Salaries

Salaries for members of the bargaining unit shall be in accordance with this section.

- A. For the 2005-06 school year employees will receive a 4.1% increase plus any other remuneration as agreed to.
- B. For the 2006-07 school year employees will receive a 4.1% increase plus any other remuneration as agreed to.
- C. For the 2007-08 and 2008-09 school year employees will receive a 4.0% increase plus any other remuneration as agreed to.
- D. For the 2005-06 a salary adjustment of \$147 for emergency closing days and during the 2006-2007, 2007-08 and 2008-09 a salary adjustment of 13 cents per hour for Aides, Monitors and Food Service Helpers.

2. Salary Differentials

2nd Shift (3:00 p.m. - 11:00 p.m.).....	.021 of individual's base salary
3rd Shift (11:00 p.m. - 7:00 a.m.).....	.032 of individual's base salary
High School and Elementary-Middle School Night Supervisor.....	.0524 of individual's base salary
Cook.....	.0524 of individual's base salary
Building Cafeteria Supervisors.....	.032 of individual's base salary
Pool Attendant.....	.0641 of individual's base salary
Cook Manager.....	see salary schedule column
Athletic Trainer.....	see salary schedule column

3. Longevity Increment

- A. Each employee shall receive, beginning with the 5th year of service, a longevity increment of \$100*.**
- B. Each employee shall receive, beginning with the 10th year of service, a longevity increment of \$150*.**
- C. Each employee shall receive, beginning with the 15th year of service, a longevity increment of \$200*.**
- D. Each employee shall receive, beginning with the 20th year of service, a longevity increment of \$300*.**
- E. Each employee shall receive, beginning with the 25th year of service, a longevity increment of \$400*.**
- F. Each employee shall receive, beginning with the 30th year of service, a longevity increment of \$500*.**

* Hourly employees working less than 29 hours will receive a prorated amount on their hourly rates.

*Hourly employees working twenty-nine (29) hours or more will receive the full longevity increment.

*An employee who works ninety (90) days or more per year shall have all years in which they worked at least ninety (90) days credited toward longevity.

*Longevity payments are added on July 1 of the school year for which the employee is eligible for such payment and are applied to the employee's salary after the raise increment. However, all longevity increments once paid become part of the employee's base salary.

4. Minimum Pay

All employees will be paid for a minimum of two (2) hours of service in any one (1) day if he/she is required to report for work and does so, but is dismissed by his/her supervisor in less than two (2) hours.

5. Work Week/Flex Time

Workweek: The normal work week shall be from Monday through Friday (five (5) consecutive days, with two (2) consecutive days off), except for the split shift (4 days on, 1 day off, 1 day on, and 1 day off).

Flex Time: Flexible or Flex Time is defined as an adjustment in an employee's daily or weekly work schedule. This can be done by starting and ending the day either earlier or later and/or by starting and ending the work week either earlier or later. Flex time up to two (2) hours can be mutually agreed upon by the employee and his/her supervisor.

6. Overtime/Compensatory Time

Overtime: Members of the bargaining unit shall receive time and one-half for time worked in excess of eight (8) hours per day or forty (40) hours per week. All approved leave shall be included in the total weekly hours for the purposes of computing overtime remuneration.

Compensatory Time: An employee may, with agreement of his/her supervisor, elect to receive compensatory time rather than regular salary or overtime for the extra time worked during a work week. If the compensatory time was overtime, then it was earned at time plus one-half.

The employee and supervisor will account for all compensatory time earned, the rate, and when it was taken. Requests by the employee to use the accrued compensatory time must go to the immediate supervisor for approval

7. School Bus Drivers

Meal Allowances and Overnight Bus Trips: In the event that school bus drivers are required to be away from home overnight, the school district shall pay for their single lodging. Each day the drivers are on such a trip, they will be paid for either eight (8) hours or the actual number of driving hours, whichever number of hours is greater, in accordance with the hourly rate of the individual. Employees who are required to transport students and/or equipment on extra trips, over regular meal periods, will receive meal allowances in advance of \$4 for breakfast, \$6 for lunch and \$10 for dinner. In town extra trips (*in town is within Broome County*) will not be eligible for meal allowances unless the extra trip encompasses two or more established meal periods.

Check In and Check Out: School bus drivers will be paid for fifteen (15) minutes of check in time and fifteen (15) minutes of check out time per trip for the maximum of ½ hour total time for the day. Drivers must be physically present in order to qualify for the check in, check out time.

Safety Incentive: The District agrees to grant one extra day's pay to each school bus driver who, for a period of one school year, has no accidents that result in an involuntary monetary loss to the District or its liability carrier.

Split Shift Premium: A split shift premium of \$1.00 per day will be given to all bus drivers and bus monitors.

Time Clock: A time clock is provided for daily check in and check out times which will be reported as actual hours and minutes each day. The weekly total will be rounded to the next highest quarter hour. Time sheets can be used as an alternative with mutual agreement of the parties.

School Bus Drivers

Summer Driving List / Vacancy Notification: Three weeks prior to the end of the regular school year, drivers interested in driving during the school's summer vacation period will submit their name to the Transportation Supervisor. A seniority list will be created from the names submitted. The drivers representative(s) will review the list for approval. The last week prior to the dismissal of students for the regular term, the various requests for summer transportation will be posted, along with the approved seniority list. Beginning with the most senior driver, the drivers will choose a summer position from the list of transportation requests. It is understood a driver who signs for a run will be responsible for doing it the entire time stated on the posting.

A round robin procedure will be followed for the selection of summer transportation requests. When everyone has had an opportunity to make a choice and there are additional transportation requests, selection will start from the beginning of the list again. When additional transportation requests are made following the posting and selection process, the Transportation Office will contact the next person on the list. The driver can either accept or pass; if the driver passes the next driver on the list will be contacted, etc. until the request is covered. After three attempts to reach a driver fail to be successful, the driver will be passed and the next driver will be contacted.

7. School Bus Drivers (continued)

Athletic Late Night Runs: These will be a minimum of two (2) hours pay. The number of runs will be determined by the District depending on the number of students riding the buses.

8. Salary Statement

All employees will be supplied with a salary statement and a list of all available benefits.

9. Movement From One Position To Another

If the movement is within a category, the employee will receive the difference in (prorated) starting salaries (higher or lower). If the movement is from one category to another category, the employee will receive one-half the difference in the starting salaries. These amounts are added or subtracted from the employees current salary. The employee is then moved to the nearest (higher or lower) step of the new schedule.

10. Student-Related Injury

Employees will not have a loss of salary for a period of six (6) months as a result of an injury caused by a student. Following that period the employee may use personal sick days and the sick leave bank (if eligible). Any of this time may be offset by workers compensation; however, compensation and salary cannot exceed net pay.

ARTICLE V - Fringe Benefits

1. Sick Leave

A day of sick leave shall be equal to the length of the individual's normal working day. Days may accumulate as follows. For the purpose of retirement, employees may

accumulate beyond the limits in A-D.

A. 12 Month Employees

Full time (30 hours or more) employees shall be entitled to twelve (12) sick days per annum which may be accumulated to a total of two hundred eleven (211) days.

B. 10 Month Employees

Full time (30 hours or more) employees shall be entitled to ten (10) sick days per annum which may be accumulated to a total of one hundred ninety-five (195) days.

For the purposes of sick leave, Library Aides, will be considered the same as a full-time 10 month employee.

C. Part Time B

Employees designated Part Time B (over 20 less than 30) shall be entitled to ten (10) sick days per year, cumulative to one hundred seventy-five (175) days.

D. Part Time A

Employees designated Part Time A (less than 20 hours per week) shall be entitled to ten (10) sick days per year, cumulative to one hundred seventy-five (175) days.

1. Sick Leave (continued)

At the discretion of the Superintendent of Schools or his designee, a doctor's certificate may be required attesting to the employee's illness after three (3) days consecutive absence due to said illness. If such a certificate is requested, it shall be delivered to the superintendent of schools within three (3) days of the request. If delivery is not made within this period of time, sick days will be held in abeyance pending receipt of the certificate. If the certificate is not delivered within ten (10) days after the request is made, it will be presumed that the employee is not entitled to sick pay, and sick pay, including sick pay held in abeyance, will be terminated. In the case of prolonged or repeated absence due to illness or injury, the superintendent may, at his discretion, require an employee to submit to one or more physical examinations by a physician mutually acceptable to the District and the Association. For the purpose of this Agreement, prolonged absence is defined as either one or more days of absence per week in any four out of eight consecutive weeks, or ten or more days of absence within a two (2) month period.

Sick Leave Bank

A sick leave bank will be established by the parties as follows.

Joining Bank: To join the bank an employee must initially (September, 1993) donate two (2) sick days. Thereafter, the employee will donate one (1) day per year. New employees hired after September 1993 will be required to donate two (2) days when hired. An employee who chooses not to join at the first opportunity will be allowed to join any September and will be required to donate a number of sick days equal to that which would have been placed in the bank had the employee joined at his/her first opportunity to join. Additionally, this employee will not be eligible to access the bank for two (2) years after joining. The District will match each day donated by employees for year one and year two and for new employees.

Eligibility To Use The Bank: The employee must have worked in the District for a period of two years to be eligible to use the bank. The employee must exhaust all personal sick leave days. The employee is not required to use personal days or vacation. The

employee must be out of work for a period of at least twenty (20) days (paid or unpaid). The employee will be paid retroactive to the first day of unpaid absence. In order to use the sick leave bank, an employee must obtain an application from the District Payroll Department. The employee must fill out the application and present it along with a note from his/her Doctor as to the reason for the absence and the anticipated return date. The District may, at its expense, ask the employee to see a District-appointed doctor. The maximum number of days that can be used is one hundred eighty (180) in any fifteen (15) year period. The bank may not be used for elective surgery which could be performed at a time when school is not in session.

2. Personal Leave

Paid personal leave is for the conduct of personal business which can be accommodated only during the employee's normal working hours; specific personal days shall be available for such reasons as may be acceptable to the superintendent or his designee, which shall include, but not be limited to, the following:

- Serious illness in the immediate family
- Death in the immediate family
- Appearance in court
- Required presence of employee at child's educational institution
- Emergencies within the family, such as fire, flood, etc.
- * College graduation of a spouse or child, in which case personal leave will be limited to one (1) day
- Moving
- Employees required to work on emergency closing days can use a personal day when school is closed. Aides, Monitors, Bus Drivers & Food Service staff will be paid for emergency weather closing days up to a maximum of 3 days. Ten month hourly employees may use one personal day for an emergency closing day.

Application for use of a personal day shall be made in advance through the immediate supervisor, who shall refer the request to the superintendent or his designee for decision. Employees who are required to take a personal leave day because of an emergency situation shall be permitted to file the written application for personal leave late if the emergency interferes with prior application for such leave, provided that the immediate supervisor of the employee is notified as soon as the emergency situation arises. In addition to the days listed below, the superintendent can approve use of five (5) sick days to be used as personal days.

A. 12 Month Employees

Full time (30 hours or more) employees shall be entitled to three (3) personal leave days per annum.

B. 10 Month Employees

Full time (30 hours or more) employees shall be entitled to two (2) personal leave days per annum.

C. Part Time B

Part time B (over 20 hours but less than 30 hours) employees shall be entitled to one (1) personal day per annum.

D. Part Time A

Part time A (less than 20 hours per week) employees shall be entitled to one (1) personal day per annum.

E. Unused Personal Days

Unused personal days may be accumulated as sick days.

3. Family Medical Leave Act (FMLA)

The Family Medical Leave Act provides certain benefits to those employees who qualify. The Act does not apply to employees working less than 1250 hours year. It provides a limited amount of time without pay but with continued paid health insurance coverage for personal illness, care for a child, or care for spouse, child or parent who is seriously ill. If an employee wishes to apply for such a benefit, he/she must do so through the business office.

4. Jury Duty

Employees shall be paid full pay for jury duty days, but shall be required to return to the district any remuneration they receive except that for mileage and meals.

5. Bereavement

Up to two days of family leave with pay during each school year may be granted by the Superintendent of Schools for absence due to the death of a person in the immediate family. For the purpose of this paragraph, the term "immediate family" shall mean any parent, grandparent, sister or brother, aunt or uncle, niece or nephew, child, spouse, in-law, or person residing in the same household. Sick leave, including accumulated sick leave, may also be used for the above purposes. The number of days and the definition of "immediate family" can be expanded upon request to and approval of the Superintendent.

6. Leave of Absence

The District may grant a leave of absence for a period up to one year without pay for personal reasons such as child rearing, etc. It is understood that such a leave may not be used to obtain employment elsewhere.

7. Vacations

Full-time 12 month employees will receive ten (10) days vacation after the completion of one (1) year of service. Thereafter, the employee will receive vacation as follows:

after 4 years of service	11 days*
after 5 years of service	12 days
after 6 years of service	13 days
after 7 years of service	14 days
after 8 years of service	15 days
after 16 years of service	16 days
after 17 years of service	17 days
after 18 years of service	18 days
after 19 years of service	19 days
after 20 years of service	20 days

** These days will be granted effective July 1 of the school year during which the employee completes the years of service.*

***Vacation days are accumulative up to 40 days payable at separation of employee at their per diem rate.**

Department heads and the head bus driver shall receive an additional week of vacation subject to a maximum of four (4) weeks. The maximum allowable earned vacation for any member of the bargaining unit shall be four (4) weeks. A holiday occurring during a vacation period shall not be charged to vacation.

8. Holidays

Full time employees shall receive the following paid holidays:

*Independence Day	The day before Christmas
*Labor Day	Christmas Day
Columbus Day	New Years Day
Veterans' Day	Martin Luther King's Birthday
The day before Thanksgiving	Washington's or Lincoln's Birthday
Thanksgiving Day	Holy Thursday (12 month employees)
The day following Thanksgiving	Good Friday
Memorial Day	

Should one or more of the above holidays fall upon a Saturday or Sunday, the preceding Friday or following Monday shall be designated as a holiday.

In addition, the District agrees to grant to all employees under 30 hours, three (3) holidays with pay, specifically Christmas, New Years Day, and Thanksgiving Day.

*Full time employees who work less than 12 months will be paid for these holidays if they work the last work day preceding the holiday.

9. Religious Observance

Full time employees shall be granted up to two (2) days leave with pay for religious observance on any of the following days which the religion of the employee recognizes as a day of religious observance: Rosh Hashanah, Yom Kippur, Good Friday, Christmas, and, for members of the Greek Catholic Church and Eastern Orthodox Churches, Easter Monday.

Health Insurance and Dental Insurance

The District agrees that the bargaining unit will receive any increased benefit level negotiated by the teachers' bargaining unit.

All full time employees are eligible to participate in the health and dental insurance programs provided by the District, with 100% of the premium being paid by the District.

Part Time B employees (over 20 but less than 30) may participate in the health and dental insurance programs provided by the district, with the District paying 50% of the cost of individual coverage and 25% of the cost of family coverage. The employee shall pay 50% of the cost of individual coverage and 75% of the cost of the family coverage.

Part Time A employees (less than 20 hours per week) may participate in the health and dental insurance programs provided by the District. However, the employee is required to pay 100% of the cost.

10. Health Insurance and Dental Insurance (continued)

Continuity - Any employee who, who under a previous contract, has fully paid health and dental insurance and now works less than 30 hours, will continue to have fully paid health and dental insurance through the life of this contract.

New employees - Coverage begins the first day of the third month after the employee files an application to join the health and dental insurance program. (Example: apply on September 15th - coverage begins on December 1st.)

It is agreed that a District-wide Committee will continue during the life of the contract to investigate alternatives to the existing Health Plan and structure.

Employees (other than grandfathered employees) whose hours go below thirty (30) hours will keep health benefits for two (2) months. Kindergarten runs will be an October decision and drivers who then go below thirty (30) hours will continue health benefits through November and December.

Employees on deduct time who provide a doctors excuse will continue to receive health benefits for two (2) months at the regular rate. Following that period the person will be placed on a leave of absence and must pay for his/her insurance.

*Any employee who changes from a part-time position to a full time , with at least one full year of service shall become eligible for health and dental insurance on the first of the month following the change in employment status.

COBRA benefits - In a case of termination or resignation, the employee and or eligible dependents are eligible to participate in the District insurance plan at the individual's cost for a period of eighteen (18) months.

In a case of death, divorce or separation the eligible spouse and dependents are eligible to participate in the District insurance plan at the individual's cost for a period of thirty-six (36) months.

In a case of a dependent child becoming ineligible because of age, the child may elect to participate in the District insurance plan at the child's cost for a period of thirty-six (36) months.

11. Education Fund

An employee must receive prior approval from the District to take a course if he or she wants to be reimbursed from the educational fund. An employee may request payment from the District for costs incurred while taking courses offered by recognized institutions such as BOCES, technical schools, community colleges or universities; these courses may include adult education, high school equivalency courses, etc. The employee will make such application on the form provided by the business office. It is understood that the course work will either be directly related to the employee's current position or will assist the employee in promotional efforts within the school district. Payment will be made by the District upon successful completion of the course.

12. Tuition For Children Of Employees

Children of nonresident employees may attend the Johnson City Schools and the tuition payment will be in accordance with Board of Education Policy #5152R.

13. Retirement

The District agrees to provide Options 41j and 75i along with its current New York State Employees Retirement plan.

Retirement Allowance

The District agrees that a retirement allowance will be provided to employees as follows:

- 1.** Any employee who is at least fifty-five (55) years of age or older and who has been employed by the Johnson City Central School District for at least fifteen (15) years is eligible to receive a retirement allowance when they retire.
 - A.** The allowance for the full time (30 hours or more) employee will be as follows:
 - 1.** The employee who is enrolled in the health insurance program with the premium fully paid by the district shall, upon retirement, continue with the same health coverage, at the same contributory rate, if any, as an active full-time employee.
 - 2.** One hundred fifty dollars (\$150) in 2000-2005 for each year of service.
 - 3.** In addition, twenty-nine dollars (\$29) in 2005-2006, thirty dollars (\$30.00) in 2006-07, thirty-two dollars (\$32.00) in 2007-2008, and thirty-three (\$33.00) in 2008-09 for each day of unused sick leave accumulated prior to retirement. For days in excess of the maximum found in Article V, Section 1, Sick Leave, Subsections A through D, the dollar amount will double; and shall be fifty-eight dollars (\$58.00) in 2005-2006, sixty dollars (\$60.00) in 2006-2007, sixty-four dollars (\$64.00) in 2007-2008, and sixty-six dollars (\$66.00) in 2008-2009 for each day of unused sick leave accumulated prior to retirement.
 - B.** The allowance for part-time employees who move to a full time position in the district will be prorated. However, the part time and full time years of service must total at least to fifteen (15) years of full time service to qualify.
 - C.** The allowance for part-time employees will be prorated.
 - D.** The employee shall provide the Board of Education with a notice of intent to resign for retirement purposes at least 90 days in advance of the effective retirement date.
 - E. Insurance Rights Upon Death** - The survivor dependents of a retiree have the right to participate in the District insurance plan. It is understood that the survivor dependent will pay 100% of the premium cost.

14. Accumulation of Time

Employees who are off work as a result of illness will accumulate benefit time (vacation, sick, personal, religious observance) as follows:

- Your own sick days - All Time benefits
- Sick Bank - All Time benefits except vacation
- Deduct Time - No Time benefits

15. Work Day

Any employee who is working in excess of five hours and not working directly with students will receive a lunch period plus two fifteen minute breaks *.

Any employee who is working in excess of five hours and who is working directly with students will receive a lunch period plus two fifteen minute breaks which will either be separate or a part of a preparation period.

Any employee who is working four to five hours will receive one fifteen minute break and lunch if it is appropriate.

Any employee working less than four hours per day is not eligible for a break.

All employees who are eligible for a lunch period will receive a minimum of thirty minutes duty free lunch.

*Generally one break is taken in the morning and one in the afternoon. However, with approval of the immediate supervisor the breaks can be combined or used in conjunction with the lunch period.

ARTICLE VI - General Provisions

1. Seniority

A. Definitions

The following definitions apply to all noncompetitive titles.

1. Seniority

Seniority is defined as:

Length of service time in the District and in a designated service area(s) as a permanent employee.

2. Service Area

A service area is one of the following areas of employment in the District:

- (a) Any competitive Civil Service title
- (b) Aide
- (c) Athletic Trainer
- (d) Bus Driver
- (e) Bus Mechanic
- (f) Cleaner
- (g) Information Services
- (h) Food Service
- (i) Grounds
- (j) Maintenance
- (k) Monitor
- (l) Nurse

3. Permanent Employment Date

The permanent employment date is the date on which the employee began working on a regular daily basis. If an employee served as a long-term substitute in the same position immediately prior to becoming a permanent employee, that time will be counted toward seniority.

B. Seniority Lists

The seniority lists will be developed from most senior to least senior. Where employees appear to have equal seniority, ties will be broken and employees listed from most senior to least senior. (The first criterion available for all employees having the same seniority in a service area shall be used to break the tie.)

Ties will be broken according to the following recorded criteria:

1. Earliest effective date of service (the date the employee commenced working in the service area).
2. Earliest Board of Education appointment date in that service area.
3. Most continuous service in District as an employee.
4. By chance selection (luck of the draw supervised by Association representatives).

Seniority lists will be updated annually. A copy will be posted in each building or facility in the District. Twenty copies will be provided to the Association.

C. Service Time Computation

Service time computation shall be on a monthly basis. If service commenced within the first 15 days of a month, one month service time shall be given, but if service commenced the 16th day of the month or thereafter, no service time shall be given for that month.

1. Credit toward seniority is given for unpaid leaves of absence up to one month.
2. "Tack-on" credit has been counted where employees began service in one service area, were appointed to a second service area, and subsequently returned to the first service area. Time served in the first service area is added together, while time in the second service area is not tacked on.
3. Voluntary resignation followed by an actual break in service constitutes a break in seniority service.

2. Transfers and Promotions

A. Postings

Vacancy notices shall be posted for not less than five (5) days from the date of distribution in each school building together with the number of working hours and any stated qualifications for the vacant position.

B. Filling Positions

The District agrees to take into consideration the seniority of an employee within the Civil Service job title or contractual job title in filling vacancies and determining transfers and promotions. Within the confines of Civil Service Law, Rules and Regulations, promotions and the filling of vacancies shall be made from within the school district.

3. Layoffs

If the decision is made that there will be layoffs involving positions within the bargaining unit, the following will apply:

A. Notification

Prior to notifying any individuals of an impending layoff, the District will notify the Association President in writing and have a meeting to discuss the necessity and details of such a decision.

B. Layoff

If a layoff is to occur, the least senior employee in the designated service area will be notified in writing that his/her position has been abolished. The employee will be placed on a recall list for that service area for a period of four years. The employee shall have the right to bump back to any previously held noncompetitive service area(s) in which someone with less seniority is employed. The least senior person in that area would then be laid off and placed on a recall list. The employee who bumped back will retain all salary and benefit rights.

C. Reinstatement

If positions are reinstated, affected employees on the recall list will have right of first refusal to a position in the service area from which they were excessed based on seniority (most senior first) or for a position in a service area in which they have seniority.

D. Reinstatement Refusal

If an employee refuses a position in a designated service area, they give up their right to be recalled or hold seniority rights in that service area.

4. Evaluation Procedure

Employees should receive a performance evaluation annually. The evaluation normally covers a period of time a year in length. The time period can overlap school years.

After receiving the evaluation, an employee may request a conference with the appropriate administrator to discuss the evaluation. Such conference will normally be held within ten (10) working days. The employee may bring a representative if he/she desires.

If an administrator feels the performance evaluation warrants a conference with the employee, he/she will so notify the employee. The administrator will provide positive assistance to the employee to help correct concerns identified in the evaluation.

Copies of all performance evaluations will be placed in the employee's personnel file.

5. Resignation

Each member of the bargaining unit shall give a minimum of two (2) weeks prior written notice to the district of his or her resignation.

6. Bus Drivers - Special Runs

The District agrees to use regularly employed school bus drivers for noon hour and special runs if such drivers are available for assignment.

7. Labor/Management Meetings

Meetings may be held as needed between officers of the Association and the superintendent or his designee. Minutes of said meeting will be distributed to all participants as soon as practical.

8. Payroll Deductions

Upon request, the district shall make payroll deductions for tax sheltered annuities, insurance premiums, savings bonds, credit union, and direct deposit.

9. Personnel Changes

The District shall give the Association advance notice of changes in personnel or personnel policies and the Association shall have the right to respond.

10. Tool Allowance

An annual tool allowance of \$400 in 2005-2006, four hundred twenty-five dollars (\$425) in 2006-2007, four hundred fifty dollars (\$450) in 2007-2008 and five hundred dollars (\$500) in 2008-2009 shall be provided for mechanics.

The mechanics shall be provided with two (2) sets of coveralls per week. The District and the Association will study the possibility of District purchased tools.

11. Training Courses (Designated employees will attend the Superintendent's Conference Days)

A. The District will pay regular hourly rate to all employees receiving training conducted by the District.

B. Designated employees will attend the Superintendent's Conference Days. A program will be designed for that day. These days are mandatory workshops.

12. Safety Committee

A Safety Committee will be established to develop a safety program for employees, with members from all groups represented. The committee will also study the issues of safety incentives, shoes, glasses, clothing and other safety related issues.

13. Paid Time for Physicals

Employees required to take physical examinations when they are not working will receive one hour's pay.

14. Uniforms

Buildings and grounds, custodial, cleaner personnel will be provided, upon request, shirts and jeans. If the uniform is requested, it must be worn.

15. Dues Deduction/Agency Fee

- A.** The District shall deduct dues from the salaries of members who sign a Dues Deduction Authorization.
- B.** The District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to transmit the sums so deducted to the Association in a check separated from the dues deductions.
- C.** Deduction of this agency fee provided for in Section B of this Article shall be made consistent with the dues deduction policy of the District. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
- D.** The Association will provide the District with a list of membership by the first payroll each September.
- E.** The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.
- F.** The District and the Association agree to furnish to each other any information needed by either party to fulfill the provisions of this Article.

16. Computer and Writing to Read Aide Stipends

Each of these Aides will receive a yearly six-hundred fifty-one dollars (\$651) in 2005-2006, six hundred seventy-eight dollars (\$678) in 2006-2007, seven hundred five dollars (\$705) in 2007-2008, and seven hundred thirty-three dollars (\$733) in 2008-2009 stipend. One-half of this amount will be paid in December and the other half in June. If an employee works less than a full year, the amount will be prorated.

17. Workers' Compensation

When an employee is off work due to an injury covered by Workers' Compensation, the District will pay the employee and charge the employee a sick day for each day off. When Workers' Compensation reimburses the District, the District will reimburse the employee the same number of days it was reimbursed from Workers' Compensation. Workers' Compensation is not credited time for the New York State Employees Retirement System.

18. CDL License

After one year of employment, the District will pay the cost of the CDL License for employees required to have the license for his/her position. Thereafter, the District will pay the difference between the CDL and the regular license each time the license is required to be renewed.

19. Extra Cafeteria Work

A rotating-type list will be established by the food service division to allow equitable distribution of extra work beyond normal work hours. Employees working those special events will receive an additional \$1.00 per hour salary.

20. Long-Term Substitutes

Substitutes who have substituted for an employee for ninety (90) **consecutive** days or more will be placed on a salary step retroactively based on negotiated experience. If the substitute is filling in for an employee on an unpaid leave, he/she will be eligible for insurance benefits on the first of the month following the **completion of the 90 days**. In addition, he/she will be eligible for personal leave, religious leave and sick leave.

ARTICLE VII - Grievance Procedure

Purpose: The purpose of this procedure is to provide a mutually acceptable method for the prompt and equitable settlement of employee grievances over the interpretation and application of this Agreement.

Section I - Definitions

- A.** A "grievance" is any alleged violation, misinterpretation, or misapplication of this Agreement.
- B.** A "grievant" is any member of the negotiating unit who is harmed by the alleged violation of this Agreement or the Association.
- C.** The "supervisor" is the principal of the building, the superintendent of buildings and grounds, the director of transportation, the director of school lunch, or other appropriate supervisor who is responsible for the supervision of the grievant.
- D.** The "superintendent" is the superintendent of the Johnson City Central School District or his designee.
- E.** The "Association representative" is any person designated by the Association as its representative and may be a representative of the Johnson City Employees' Association.
- F.** A "day" is one working day.

ARTICLE VII - Grievance Procedure (continued)

Section II

(a) Level I

Within thirty (30) days of the alleged grievance, the Association shall discuss the grievance informally with the supervisor. If this informal discussion does not result in a resolution satisfactory to the grievant, the Association, within ten (10) days of the informal conference, may submit the grievance to the supervisor on the appropriate grievance form.

The supervisor shall, within ten (10) days of the receipt of the formal grievance, render his decision in writing to the grievant and the Association.

(b) Level II

If the written decision of the supervisor does not result in a resolution satisfactory to the grievant, the Association may, within ten (10) days, appeal to the Superintendent of Schools. Such appeal to the superintendent shall be in writing, submitting the original grievance, the decision rendered at Level I, and any supporting documents. The superintendent shall conduct a hearing, hold a conference. Within ten (10) days of the receipt of the appeal, the superintendent shall render his decision in writing to the grievant and the Association.

(c) Level III

If the decision rendered at Level II does not result in a resolution satisfactory to the grievant, the Association may within ten (10) days, submit the grievance to the Board of Education by serving notice upon the Clerk of the Board.

Such notice must be in writing and shall include a copy of the original grievance, the decision rendered at Level I, the decision rendered at Level II, and any supporting documents. The Clerk of the Board of Education shall transmit the grievance to the Board for its decision.

The Board of Education shall conduct a formal hearing, hold a formal conference. Within thirty (30) days of receipt of the Appeal, the Board of Education shall render its decision in writing to the grievant and the Association.

(d) Level IV - Arbitration

Within ten days of receipt of the Board of Education's written decision, the aggrieved party may serve upon the Board of Education a demand for arbitration of the grievance.

Upon receipt of such demand, the Board of Education shall request the American Arbitration Association to provide the aggrieved party and the Board of Education with a list of seven prospective arbiters.

Upon receipt of the list, the aggrieved party and the Board of Education shall alternately strike names from the list until there remains one person who shall be designated as the arbiter.

The arbiter shall serve under the rules and regulations of the American Arbitration Association. His decision shall be binding upon the parties to this agreement. The arbiter shall serve without power or authority to make any decisions or awards which require the commission of an act prohibited by law, nor shall he have the power to alter, add to, or detract from the provisions of this agreement.

The expense of the arbiter will be borne equally by the district and the grievant (unless the Association endorses the demand for arbitration, in which case the Association will pay the grievant's share).

(d) **Failure to Respond** - If the principal or the Superintendent shall fail to render written decisions within the time stated herein, the grievant may proceed to the next step in this procedure. If the Superintendent fails to request the list of arbiters, the grievant may do so.

(e) **Representation** - At any stage of this procedure, the grievant may be accompanied by or be represented by an Association representative. The Association shall be kept advised by the District of each step in every grievance procedure, and shall have the right, to the same extent as the grievant to present its position at each stage of the procedure.

PERFORMANCE EVALUATION

Last Name _____ First Name _____ Mid. Init. _____ Social Security Number _____ Position/Title _____

School/Department _____ Evaluation Period _____ Check One _____ Appraiser's Signature _____ Supervisor/Reviewer Signature (Administrator) _____

From ___/___/___ Probationary 1. _____ 1. _____
 To ___/___/___ Annual 2. _____ 2. _____
 3. _____
 4. _____
 5. _____
 6. _____

Directions:

- *Review the employee's performance for the entire evaluation period (year) indicated above.
- *Consider the employee on the basis of the standards expected to be met for the job the employee is assigned. Rate the employee on how well the requirements of the job are fulfilled.
- *Place a check in the box that summarizes the employee's performance in that factor.
- *Any mark of "3" requires a comment in Section D.

Performance Categories

- 1 Exceeds requirements in this area of the position (job)
- 2 Satisfactorily meets the requirements in this area of the position (job)
- 3 Needs improvement, has not met the requirements in this area of the position (job)
- N Does not apply or is not applicable to the position (job)

A. Job Skills

Performance Categories

		[1]	[2]	[3*]	[N]
1. Knowledge, Updating Skills, Ability to Learn -- The employee: ► possesses the skills necessary for the job, ► is able to learn new job skills when required, ► continues to update job skills					
2. Initiative, Self-Directness, Reliability, Flexibility, Problem Solving, Decision Making--Can the employee: ► be given a task and properly complete it without further instruction, ► adapt to sudden schedule changes, ► solve problems on their own without constant assistance					
3. People Skills, Communications -- The employee: ► relates properly to the people with whom they come in contact (i.e. the public, service providers, children, parents, staff), ► is polite and pleasant, ► has good oral and written communication skills					
4. Quantity, Quality, Efficiency -- The employee: ► completes tasks in a neat, orderly, and timely fashion					
5. Unique Factors or Specialized Skills					
a. _____					
b. _____					
c. _____					

B. Supervisory Skills

Performance Categories

	1	2	3*	N
1. The employee has the ability to prioritize and delegate work				
2. The employee works well with fellow employees and assists and fills in when needed				
3. The employee is able to communicate tactfully and effectively				

C. Personal Attributes

Performance Categories

	1	2	3*	N
1. Attitude, Self-Control -- The employee: ► shows interest and enthusiasm in the job, ► accepts constructive criticism, ► interacts appropriately with those they come in contact				
2. Punctuality, Attendance -- The employee: ► arrives to work on time , ► conscientious about attendance, ► returns to work from lunches or breaks punctually				
3. Personal Appearance and Dress -- The employee: ► appears neat, clean, appropriately dressed to perform the job safely				

*** Note -- Any mark of | 3 | requires an explanation by the Supervisor**

D. Explanations by Supervisor

E. Additional Comments -- Appraiser or Employee (Use an additional sheet if necessary)

<hr/>	<hr/>	<hr/>
Signature of Administrator	Position	Date

<hr/>	<hr/>	<hr/>
Signature of Employee	Position	Date

(* Each employee will receive a copy of the Performance Evaluation. Signature only indicates the employee has received and read the Evaluation. It does not necessarily indicate agreement with its contents. If there is disagreement, the employee should make comments under Section E.)

JOHNSON CITY CENTRAL SCHOOL DISTRICT
STARTING SALARIES

	2005-06	2006-07	2007-08	2008-09
Clerical 1	16,234	16,567	16,898	17,236
Clerical 2	15,361	15,676	15,989	16,309
Head Driver	21,012	21,443	21,872	22,309
Head Mechanic	23,411	23,891	24,369	24,856
Mechanic	21,012	21,443	21,872	22,309
Driver	11.13	11.36	11.59	11.82
Food Service Helper	7.76	7.92	8.08	8.24
Aide	7.76	7.92	8.08	8.24
Monitor	7.76	7.92	8.08	8.24
Registered Nurse	20,214	20,628	21,041	21,462
Cook Manager	16,414	16,750	17,085	17,427
Athletic Trainer	21,366	21,804	22,240	22,685
Computer Assistant	21,014	21,445	21,874	22,311
Custodian	15,584	15,903	16,222	16,546
Cleaner	<i>720 per hr</i> 14,984	<i>7135</i> 15,291	<i>7150</i> 15,597	<i>7165</i> 15,909
High School Head Custodian	20,995	21,425	21,854	22,291
Middle & Elementary School Head Custodians	20,995	21,425	21,854	22,291
Head Grounds	19,405	19,803	20,199	20,603
Grounds	16,222	16,555	16,886	17,223
Head Maintenance	23,771	24,258	24,743	25,238
Maintenance	16,274	16,608	16,940	17,279

Computer Assistant title will include alternative titles such as PC Lan Technician due to civil service classifications

ARTICLE VII - Duration of Agreement

Pursuant to Section 204-A of the Civil Service Law, any provision of this agreement requiring legislative action to prevent its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

This Agreement, entered into this 14th day of February, 2006, shall remain in full force and effect from July 1, 2005 to midnight June 30, 2009, shall be the full and complete Agreement between the parties and shall not be modified or breached in any way whatsoever except by the mutual agreement of the parties in writing.

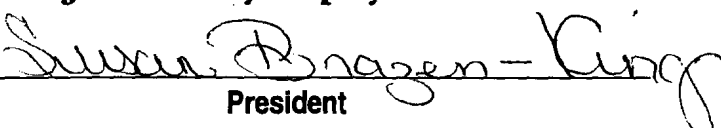
Johnson City Central School District

Date: 2/15/06

By: 
Superintendent

Johnson City Employees Association

Date: 2.15.06

By: 
President

