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Union: **Canaseraga Central School District Maintenance Staff**

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CONTRACTUAL AGREEMENT

**THE BOARD OF EDUCATION
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

and

**THE MAINTENANCE STAFF
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

**7/1 – 6/30
2007-2008
2008-2009
2009-2010**

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ARTICLE I

GENERAL PROVISIONS

Section 1.

The Maintenance Staff affirms that it does not assert the right to strike against the employer, and that it shall not cause, instigate, encourage, or condone a strike.

Section 2.

A Maintenance employee may bring matters of personal concern to the attention of the Superintendent of Schools in accordance with applicable laws and rules, and may choose his own representatives or appear alone in a grievance or appeal proceeding.

Section 3.

The Board of Education shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the school district.

Section 4.

The Board of Education and Maintenance Staff shall mutually negotiate in good faith in the determination of salaries and other terms and conditions of employment.

ARTICLE II

PERMANENT STATUS AND SENIORITY

Full-time employees shall be defined as a person regularly working 20 hours or more per week.

ARTICLE III

SALARY

Section 1.

Members of the Maintenance Staff (both full and part-time) employed by the district during the terms of this contract shall earn four percent (4%) wage increase per year of the contract.

Section 2.

The starting rate of pay for a cleaner will be \$7.15 per hour. Summer cleaner and Substitute pay rates for members of the Maintenance Staff will be the current minimum wage rate.

Section 3. Longevity Payment

An employee who has completed 10-14 years of full-time service with the District shall receive a \$400 longevity stipend. Employees who have completed 15-19 years of service to the District will earn an additional \$450. After 20 years of service, the longevity stipend will increase to \$500.

ARTICLE IV

WORKING HOURS

Working hours in effect with this agreement will be continued for the duration of the agreement. When necessary, however, hours may be changed by the administration when educational conditions warrant.

<u>Full time (+20 Hrs Wk)</u>	<u>Work/Hours</u>	<u>Total Hours</u>	<u>Paid Lunch</u>	<u>Non-Pd Lunch</u>	<u>Paid Hours</u>
Head Custodian	6:00 am – 3:00 pm	9		1	8
Custodian (summer hrs as needed)	3:00 pm – 11:00 pm	8	.5		8
Cleaner (summer hrs as needed)	2:00 pm – 10:00 pm	8	.5		8
Cleaner (summer hrs as needed)	3:00 pm – 11:00 pm	8	.5		8

<u>Summer Help</u>	<u>Hr/Day</u>	<u>Hrs/Year</u>	<u>Paid Lunch</u>	<u>Benefits</u>	<u>Work Hours</u>
Custodial Cleaner	8	312	No	No	Varied

ARTICLE V

OVERTIME

Section 1.

All overtime shall be pre-approved by the Superintendent unless deemed an emergency situation. A Maintenance employee shall receive overtime pay at the rate of one and one-half times his or her regular hourly rate for all authorized hours worked in excess of forty hours in a workweek. The employee shall have the right to work his/her complete shift. An employee's normal work shift shall not be changed if it has the effect of avoiding payment of overtime compensation. The normal workweek of all employees shall be Monday through Friday of each week.

With the approval of the Superintendent or his designee, a unit member may elect to take compensatory time rather than overtime pay. For the purposes of computing compensatory time, time worked over forty hours in a workweek shall be compensated at the rate of time and one half. (1.5 hours of compensatory time for each hour of overtime worked). No unit member shall work overtime unless expressly authorized by the Superintendent or his designee.

Section 2.

Paid holidays, vacation days, sick leave and personal days shall be considered as days worked for the computation of overtime.

Section 3.

All available overtime shall be distributed on a rotational basis among those employees normally performing the duties in question. Any employee brought back to perform services on a callback basis shall be paid not less than two hours of overtime work.

ARTICLE VI

RETIREMENT

Section 1.

All Maintenance employees shall receive retirement benefits pursuant to Section 75-G and Section 41-J of the New York State Employees Retirement System.

Section 2.

Non-Contributory Career Plan (Section 75-G) (Tier 1 and 2): Members are not required to contribute. Minimum retirement age is 55. When a member retires with 25 or more years of service, the retirement allowance (including annuity purchased by any Age 60 plan member contributions for service before April 1, 1960) is ½ FAS for first 25 years of service plus 1/60th of FAS for each year of service over 25 years. (Members with fewer than 25 years of service retire under the provisions of Section 75-e).

Section 3.

Coordinated Retirement Plan (Tier 3 and 4): This replaces the CO-ESC plan for most members who have joined the System on or after July 1, 1976. For further information, please refer to Employer Information Letter 83-1 in the New York State Employee's Retirement System guide booklet in the Business Office.

Section 4.

Application of Unused Sick Leave as Additional Service Credit Upon Retirement (Section 41-j)

This applies if the earnings and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar day basis.

ARTICLE VII

LEAVE AND VACATION BENEFITS

Section 1. Sick Leave.

All full-time Maintenance employees shall be granted sick leave at the rate of one and one-half (1 ½) days per month of time worked with accumulation to a maximum of 180 days. Sick leave shall be granted on the basis of 1 or 1/2 day segments. Such sick leave may be used for either personal illness or illness in the employee's immediate family. The District may require medical verification of any condition that causes an employee to miss three (3) or more consecutive workdays. The failure to provide that verification may result in the absence being treated as an unexcused, uncompensated absence.

Section 2. Vacation.

Two weeks (10 days) paid vacation will be granted to all full time (12 month) Maintenance employees who have successfully completed one year full time employment. Beginning with the eighth year, one-day vacation with pay will be granted for each year worked thereafter to a maximum of twenty (20) days.

Eligible employees must submit their vacation requests, subject to change by mutual agreement, before June 1 for summer vacation and revised by October 1 for the remainder of the school year. In all cases, an attempt would be made to work out a mutually agreeable time for such vacation, giving due consideration to the vacation problems of each employee as well as school district needs. Where conflict in vacation preferences arise, seniority will be used as a determining factor.

Any employee entitled to vacation who is prevented from taking said vacation because of the administration requiring him to forfeit said vacation, shall be paid at his regular rate for each day's vacation lost. All employees are guaranteed that they will not lose more than one day's pay for one day's absence.

Section 3. Personal Days.

Personal leave shall be granted to all full time Maintenance employees each year to be used without restriction, but may not be accumulated as personal leave. However, personal days shall not be used to render substitute bus driver service to the district, although one (1) personal day may be used each year for day trips.

Any unused portion of personal leave is to be accumulated as sick leave. Except in an emergency, the employee is to give the employer twenty-four (24) hours notice of intention to use personal leave.

- a. 12 month employees – 4 personal days
- b. 10 month employees- 3 personal days

Section 4. Bereavement Leave.

Bereavement Leave is available to all full time Maintenance employees. Five (5) consecutive working days off as needed shall be granted for each death in the immediate family. The immediate family shall be defined as mother, father, mother-in-law, father-in-law, child, sister, brother, wife, husband, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, or other members of the family living in the same home of the employee.

Section 5. – Holidays.

The following holidays have been officially established by the Board of Education Resolution for all full time Maintenance employees (10 and 12 month):

- 1. New Year's Day
- 2. Martin Luther King, Jr. Day
- 3. Presidents' Day **In the event the administration deems it necessary to have maintenance on staff that day, another day (floater holiday) shall be substituted in its place. That date shall be pre-approved by the Superintendent.
- 4. Good Friday
- 5. Memorial Day
- 6. July 4th (Independence Day)
- 7. Labor Day

8. Columbus Day (the day selected as national holiday)
9. Veterans' Day
10. Day before and after Thanksgiving
11. Thanksgiving
12. Day before and after Christmas
13. Christmas Day

- a. In the event any of the above holidays fall on Saturday, then the Friday immediately preceding shall be extended to the staff as a day off from work.
- b. In the event any of the above holidays fall on a Sunday, then the Monday immediately following shall be extended to the staff as a day off from work.
- c. Whenever school is in session, it is, of course, understood that all personnel shall report for work.

ARTICLE VIII

HEALTH INSURANCE BENEFITS

Section 1.

The District will make available to all full-time Maintenance employees the Steuben-Allegany Employee Healthcare Plan. During the term of this contract, the District will pay 85% of the premium for full-time Maintenance employees covered by the Plan. The employee shall pay 15%.

Section 2.

The District shall not be required to provide part-time Maintenance employees health insurance as a fringe benefit.

Section 3.

In the event a person's employment is permanently terminated, the District will no longer pay the cost for health insurance for that person.

Section 4.

- a. At the time of retirement, a Maintenance member with twenty (20) years of full time service in the district and one hundred thirty (130) days of accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of five (5) years or ending upon the death of the single policy holder.
- b. At the time of retirement, a Maintenance member with twenty-five (25) years of full time service in the district and one hundred thirty (130) days of accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of ten (10) years or ending upon the death of the single policy holder. **Days in excess of 130, up to a maximum of 180 days, may be returned to the District for payment at a rate of \$30/day.**

Section 5. Payment in Lieu of Health Insurance.

An employee eligible for health care coverage who elects not to participate in "the Plan" shall receive an annual payment in the amount of \$900 for a single plan/\$1,800 for a family plan, in lieu of Health Insurance subject to the following conditions:

- a. The employee must complete a waiver of a health care coverage form provided by the District.
- b. An employee who terminates services before the end of the school year shall have his/her annual payment prorated.
- c. An employee must initially elect in June of each year whether he/she will participate in this option for the following year.
- d. An employee who elects to either participate in this option or reenter "the Plan" after July 1 of each year shall have his/her annual payment prorated.
- e. Payment for the stipend in lieu of health insurance will receive this stipend the final paycheck of the calendar year.

Section 6. Flex Plan.

- a. The District shall initiate an IRS 125 Plan (Flexible Spending Account Plan) for the duration of the contract. The District shall contribute three hundred dollars (\$300) per year in the Plan for each full-time bargaining unit member.

Section 7. Optical/Dental Plan

Full time members of this unit may participate in the Teachers' Association optical/dental plan upon consent of the Teachers' Association.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1.

A grievance may be filed by an employee or the District with regard to the application or interpretation of this Agreement in accordance with the following procedure.

- a. Oral or written presentation by the aggrieved to his/her immediate supervisor to be answered within three (3) working days.
- b. Written presentation to the school Superintendent. The presentation will include the name and position of the aggrieved party, the violation of the labor agreement by Article and section number, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or condition, and a general statement of the nature of the grievance, and redress sought by the aggrieved party to be answered within five (5) working days.

- c. Written presentation by the aggrieved with the same provision so stated in part (b) to the Superintendent to be answered in five (5) days.
- d. Hearing before Board of Education with the same provisions as stated in part (b). To be answered within ten (10) working days after the hearing.

Section 2.

An alleged violation of the application or interpretation of this agreement must be filed within five (5) working days from the time of the alleged occurrence. A grievance not so filed will be determined to have been waived.

Section 3.

In each of the above steps, upon receipt of an answer, the aggrieved will advise the Board of Education or Administration within five (5) working days if he/she wishes to refer the grievance to the next successive step. Any grievance not so referred will be considered closed.

Section 4.

In the event the grievance is unresolved after being processed through all of the above steps of the grievance procedure, then not later than thirty (30) calendar days after the procedures in Section 3 of this Article are complete, the Employee or the Employer may submit the grievance to arbitration by requisition from the Public Employment Relations Board a list of seven (7) arbitrators, from which the Employer and the Employee shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question. A flip of a coin shall determine the order in which the parties shall strike names.

The arbitrator shall have no power to add to, subtract from or modify any provisions of this Agreement. No arbitrator shall decide more than one grievance at the same hearing or series of hearings, except by mutual agreement between the parties. All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room(s) shall be shared equally by the Employer and the Employee. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

ARTICLE X

OTHER LEAVES OF ABSENCE

Section 1.

Maintenance employees may be granted a leave of absence without pay for the purpose of caring for a newly acquired child. A maximum leave for this purpose shall be two years.

Section 2.

Court Duty Leave. (a) Employees subpoenaed as witnesses or jurors will be paid the difference between the fees received with no loss of accumulated sick leave.

Section 3. Workers' Compensation

The Board of Education provides Workers' Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the Canaseraga Central School is herewith directed to file an accident report to the Board of Education within three (3) days. Proper forms are available in the office of the Superintendent of Schools.

When the Board of Education is reimbursed by the Workers' Compensation Insurance carrier for remunerating employees under the sick leave policy of the Board of Education, the employee will receive credit for loss in sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from Workmen's Compensation Insurance carrier by the employee's daily rate of compensation.

Section 4. Military Leave

Any full time employee entering military service from the Canaseraga Central School system shall upon return be given full credit on salary schedule equivalent to years spent in military service.

Any accumulative sick leave, vacation and seniority earned prior to entering the service shall be credited upon return. At the conclusion of the military service, the Board of Education shall return the employee to the same or reasonably comparable position. Provisions 1 and 2 under Military Leave shall also apply to short term duty in any branch of the military service.

ARTICLE XI

SNOW AND EMERGENCY

All full time Maintenance employees covered under this contract shall receive pay for all snow and emergency days taken during the year.

ARTICLE XII

CONFERENCES, WORKSHOPS, REQUIRED COURSES

Expenses of any member of the Maintenance staff attending a conference, workshop, or required courses that have been pre-approved by the Superintendent, will be paid by the school district.

ARTICLE XIII

SAVING CLAUSE

Section 1.

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

Section 2.

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

Subject to the approval of the Board of Education, an employee may be permitted to take a leave of absence for sickness, business or other reason for up to one year, the same to be without pay and the same to be without accrual of benefits during the time of such absence.

ARTICLE XV

TAYLOR LAW § 204

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

ARTICLE XVI

LAW

When an item has been agreed upon by the Board of Education and the Maintenance Staff of Canaseraga and there is a conflict of law, the law will be the governing factor.

ARTICLE XVII

PERSONNEL FILES

Section 1.

No material related to an employee's conduct, performance, character or personality, which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that such signature merely acknowledges that he has read such material lodged against him. He shall have such material deleted from his/her personnel file when such material has been determined invalid by normal grievance procedures, Civil Court action or formal or informal hearings with district representatives.

Section 2.

An employee shall have the opportunity to review his personnel file in the presence of an appropriate district official upon five (5) days notice and to place in such a file a response of reasonable length to anything contained therein which such employee deems to be adverse.

Section 3.

The employer agrees that there shall not be more than one (1) personnel file on any employee covered by this Agreement.

ARTICLE XVIII

TRANSFERS AND PROMOTIONS

Section 1.

Transfers within the district, school or shift may be made when (1) requested by the employee or (2) the need of the school district requires a transfer. The employer agrees to provide employees within the unit with notice of vacancies occurring and shall give the employees an opportunity to apply for such vacancies.

Section 2.

Individuals transferring from one position to another will be placed on the salary step for the new job classification that is the closest to the wage that they would have received if they had remained in their previous position.

ARTICLE XIX

LENGTH OF AGREEMENT

This agreement shall be effective for three years, commencing July 1, 2007 and ending June 30, 2010. If any negotiable items are to be discussed and added to the Agreement, the said party will notify the opposite party. Negotiations of a new contract will start no later than February 1, 2010. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

Marie Blum, Superintendent of Schools

Date

Neal Kellogg, Maintenance Representative

Date

Stephen Kenyon, Maintenance Representative

Date

Approved by Board of Education: _____

