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Title: **Gloversville Enlarged City School District and Gloversville Enlarged School District Buildings and Grounds Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Fulton County Local 818 (2002)**

Employer Name: **Gloversville Enlarged City School District**

Union: **Gloversville Enlarged School District Buildings and Grounds Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000, Fulton County Local 818**

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BC 5112

AGREEMENT AND CONTRACT

BETWEEN THE

GLOVERSVILLE ENLARGED CITY SCHOOL DISTRICT

AND THE

BUILDINGS AND GROUNDS STAFF

JULY 1, 2002 - JUNE 30, 2006

RECEIVED

FEB 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

PREAMBLE _____	1
ARTICLE 1 RECOGNITION _____	2
ARTICLE 2 PRINCIPLES _____	2
ARTICLE 3 PROCEDURES _____	4
ARTICLE 4 SALARY _____	5
ARTICLE 5 FRINGE BENEFITS _____	7
ARTICLE 6 VACATION ENTITLEMENT _____	12
ARTICLE 7 TEMPORARY LEAVES OF ABSENCE _____	13
ARTICLE 8 CONDITIONS OF EMPLOYMENT _____	15
ARTICLE 9 GRIEVANCE PROCEDURE _____	17
ARTICLE 10 EMPLOYEE EVALUATIONS _____	19
ARTICLE 11 DURATION OF CONTRACT _____	20
APPENDIX A SALARY SCHEDULE _____	21

PREAMBLE

Realizing the fact that the children of the Gloversville Enlarged School District ("District") shall have the best education possible, we as the Building and Grounds Staff will try our utmost to maintain the buildings and grounds of the District.

Good morale in the Buildings and Grounds Staff is necessary to accomplish our purpose and with these thoughts in mind, we look forward to an amicable and constructive relationship between the Board of Education and the Buildings and Grounds Staff.

We do hereby agree that:

- A. The Board of Education, under law, has the final responsibility for establishing policies for the District.
- B. The Superintendent and his staff have the responsibility for carrying out the policies established.
- C. The Buildings and Grounds Staff have a responsibility to keep the buildings and grounds of the District in the best possible condition that number of personnel, time and equipment permits.

The Buildings and Grounds Staff believes that all these things can best be accomplished by discussion with the Board and administrators of the District. It shall, therefore, be the policy of the Buildings and Grounds Staff, through representatives of their own choosing, to participate in the formulation of policies relating to salaries, terms and conditions of employment.

This Agreement is made and entered into on this 24th day of June, 2004 by and between the Board of Education of the Gloversville Enlarged School District (hereinafter referred to as the "Board" or "District") and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO for the Buildings and Grounds Unit of the Gloversville Enlarged School District, Fulton County Local 818.

ARTICLE 1

RECOGNITION

1.1 The Board has recognized the CSEA as the sole and exclusive representatives for all employees described in Section 1.2 of this Article for the purposes of collective bargaining, grievances and administering the terms of this Agreement as well as for other matters which affect the employee's working conditions and employment. This recognition shall extend for the term of this Agreement.

1.2 Unless otherwise indicated, employees in this unit will be referred to as Head Custodian, Senior Custodian, Custodian, General Mechanic, Skilled Mechanic, Cleaner, Automotive Mechanic, Groundskeeper and Senior Groundskeeper as approved by the Civil Service Commission. The Building Maintenance Supervisor, the Grounds Supervisor and the Skilled Trades Supervisor are all specifically excluded from the bargaining unit.

ARTICLE 2

PRINCIPLES

2.1 The foremost objective of the Buildings and Grounds Staff is to provide for the children of the District well maintained buildings and grounds so that the educational program may function at all times.

2.2 Buildings and Grounds Staff personnel shall have the right, freely and without fear of reprisal and penalty, through representatives of their own choosing to recommend the formulation of certain decisions concerning salaries, terms and conditions of employment.

ARTICLE 2 (CONTINUED)

2.3 A. The Buildings and Grounds Staff shall have the privilege of using any building of the School District without charge, for the purpose of holding meetings of the Gloversville School Unit, subject to the rules and regulations concerning the use of said buildings.

B. The Buildings and Grounds Staff may use the inter-school mail as a media of communication.

C. All orders of work shall be carried out by the chain of command as set down by the School District table of organization.

D. A labor/management committee will be established to discuss work issues not related to contract grievances. The committee may meet quarterly or on an as needed basis. An agenda will be exchanged by the parties at least one week prior to the meeting date.

2.4 The Buildings and Grounds Staff agrees that its members shall not engage in any strike, work stoppage, slow down, refusal to work, cause, instigate, encourage or condone a strike, because of any dispute or disagreement between the District and the Association during the term of this Agreement. This provision is in accordance with Section 210.1 of the Taylor Law.

2.5 The Board agrees to furnish the negotiation committees in accordance of their reasonable requests, all publicly available information concerning financial resources of the District, to facilitate the preparation of requests, concerning salaries, terms and conditions of employment.

2.6 If joint meetings of the Gloversville negotiating committees are scheduled during the regular work day, members of the committee shall be released from their regular duties without loss of salary.

2.7 The District will furnish to the Buildings and Grounds Staff, upon request, a list of the employees in the negotiating unit and their addresses up to a maximum of twice a year.

ARTICLE 3

PROCEDURES

3.1 A. The negotiating committee of the Buildings and Grounds Staff shall consist of five members.

B. A secretary for the Buildings and Grounds Staff will be designated. All communications in writing will be sent to the Chairman of the Buildings and Grounds Staff.

C. The Superintendent shall be informed, in writing, as to who will serve on the negotiating committee each year. This letter will indicate the persons serving as Chairman and Secretary of the Buildings and Grounds Staff.

D. A Buildings and Grounds Staff negotiating committee member shall have no specified term to serve. If wishing to resign from service on the committee, said member shall notify the chairman of the committee 60 days prior to the date of resignation. The Board will then be informed, in writing, of a change in committee membership.

3.2 Meetings of the negotiating committees may be called at the written request of either party by no later than the first week of February of any year. The parties shall arrange a mutually satisfactory time and place.

3.3 All agreements reached between the negotiating committee shall be submitted, in writing, to the Board and Buildings and Grounds Staff for ratification. Upon ratification, the agreements will be signed by the President of the Board and the Chairman of the Buildings and Grounds Staff negotiating committee.

3.4 The negotiating committee of the Buildings and Grounds Staff, including any designated CSEA representatives, will be the only ones recognized by the Board for negotiating purposes concerning salaries, terms and conditions of employment.

3.5 If an agreement cannot be reached between the two parties by June 1, either party may request the use of mediation. The parties will seek to agree upon a mutually acceptable mediator. If the Board and the Buildings and Grounds Staff are unable to agree upon a mediator or obtain such commitment, the parties shall request the State Public Employment Relations Board to designate a mediator to help both parties to reach an agreement. If an impasse is formed at this stage, such mediation and fact-finding will be governed by the Provisions of Section 209 of the Civil Service Law.

ARTICLE 3 (CONTINUED)

3.6 If any part of this Agreement is contrary to law, then, that part shall not be valid.

3.7 While no final agreement shall be executed without ratification by CSEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. Either party may utilize the services of consultants in negotiating meetings. A recorder for either or both parties may be present.

3.8 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 4

SALARY

4.1 All employees hired on or after July 1, 2003 will be paid an initial salary in accordance with the salary schedule set forth in Appendix "A". Appendix "A" represents the 2001-2002 step one for each job title inclusive of a 2.5% increase in each year of this agreement.

4.2 All employees shall receive a percentage increase on their previous year's base salary in accordance with the following:

2002-2003	3.0%
2003-2004	3.0%
2004-2005	3.0%
2005-2006	3.0%

4.3 Employees in the following job titles who were hired prior to July 1, 2003 and who had not reached the top step of the salary schedule in effect for the 2001-2002 shall receive a one time only payment or "bump" in the following amounts:

Custodian 2nd	\$2,351
Cleaner	\$1,393
Groundskeeper	\$2,396
Head Custodian	\$2,666
Sr. Custodian Day	\$2,448
Auto Mechanic	\$2,811
General Mechanic Days	\$2,374
Skilled Mechanic Days	\$2,677

ARTICLE 4 (CONTINUED)

4.4 A longevity increase of \$675 will be paid at the 10th year of continuous years of local service. Longevity increments of \$625 will be paid at the 15th, 20th, 25th and 30th year of continuous service.

4.5 Senior Custodians and/or Head Custodians will receive a stipend salary of \$800 for building checks.

4.6 A yearly statement of accumulated sick leave days shall be received by each employee in September of each school year.

4.7 Emergency Call Out

A. Items such as snow plowing, boiler, electrical and mechanical breakdowns will be construed as emergency work.

1. Any employee called out for such work will be entitled to three hours pay at the rate of time and one-half for any amount of work up to three hours. If the emergency extends beyond the three hours, the employee will be paid at the same rate for the additional time.

2. In order to be eligible for the call-out rate, the employee must have worked or be credited for working the scheduled number of work hours during the work week involved.

3. Emergency work call out is any work which is required to be performed before or after an employee's regular work hours and for which the employee was called in for service that was not foreseen.

4. Hours worked that are a continuance of the normal work day, but were foreseen or anticipated during the normal work day would not qualify as emergency call-out time, but would be paid at the regular overtime rate if applicable.

5. The Director of Operations and Facilities and the Assistant Superintendent for Business/Business Manager will make the final determination as to whether an employee is eligible for call-out pay.

4.8 If an employee with five (5) years of Gloversville Enlarged City School District service gives formal written notice to the Superintendent of Schools six (6) months before his/her retirement, the employee shall receive \$300 to be paid in the employee's last pay check.

4.9 No employee will be required to work with substances containing or believed to contain asbestos until the substance is evaluated and the possible presence of asbestos is determined. Bargaining unit members shall have the right to review the District's documentation regarding asbestos.

4.10 For the purposes of payroll, cleaners' hourly rates shall be annualized based upon hours worked in each work year so that they may be paid on a salary basis.

ARTICLE 5

FRINGE BENEFITS

5.1 Health Insurance

A. The Board of Education agrees to assume the following percentage of premium cost for health insurance coverage for employees under the District-wide health insurance plan.

1. Employees hired prior to July 1, 2003, the District shall pay 90% of the cost of the health insurance premium for a single, two-person or family plan. Each employee shall pay the remaining 10% of the cost of the health insurance premium.

2. Employees hired on or after July 1, 2003 shall only be eligible to participate in the HMO insurance plans offered by the District and shall contribute 15% of the cost of the appropriate health insurance plan.

3. The District shall implement the pre-tax dollar benefits provided pursuant to Section 125 of the U.S. Internal Revenue Code ("IRS 125") effective July 1, 1998.

4. Effective January 1, 1999, the annual extended medical deductible for each participating bargaining unit member shall be \$100 per individual plan and \$300 per family plan. All deductibles shall be paid in full by the participating bargaining unit member.

5. a. Effective January 1, 1999, the calculation of the out-of-pocket coinsurance maximum will change from a cumulative lifetime basis to a calendar year basis.

b. Any bargaining unit member who had reached the former cumulative lifetime out-of-pocket coinsurance contribution of \$500.00 prior to January 1, 1999 shall be held harmless and exempt from the provisions of paragraph (2)(a) above. Any bargaining unit member who reached the former cumulative lifetime out-of-pocket coinsurance contribution at any time after January 1, 1999 shall be subject to paragraph (2)(a) above.

6. In lieu of participation in a health insurance plan as provided in this Article, for which they would otherwise be eligible, employees may elect to waive such coverage in favor of direct compensation. Only employees who present proof of alternative health insurance shall be eligible. Election to participate in this option must be made in writing, on a form to be provided by the District, no later than June 1 for the subsequent school fiscal year. Compensation for employees so electing shall be as follows:

Individual	\$500
Two-Person	\$750
Family	\$1,000

ARTICLE 5 (CONTINUED)

Any employee employed before June 30, 1998, who is receiving District provided health insurance shall be eligible to participate in the health insurance buyout. If an employee is employed as of June 30, 1998, but is not receiving District provided health insurance (s)he shall not be eligible for the health insurance buyout. Employees hired after June 30, 1998 must receive District provided health insurance for one full school year prior to being eligible for the buy-out option. Any employee who is married to another District employee and the couple receives one family plan or one two-person plan through the District, the employee who is not the named policyholder will not be eligible for the buyout. In regard to employees who are married to another District employees who are covered by two individual health insurance plans, one cannot "waive coverage" and receive the buyout while the other enrolls in a two-person plan.

6. The District shall pay for only one family or two-person health insurance plan per family in situation in which two individual family members work for the District. For example, married employees may each carry individual health insurance plans or one family/two-person plan, but may not carry two family or two-person plans.

B. The Board reserves the right to contract for benefits provided under paragraph A above through an insurance carrier other than the one currently designated. In the event of a change of carrier, the hospital, medical/surgical and major medical benefits provided by the new carrier shall, in all respects be at least equal to the benefits provided under the Blue Cross/Blue Shield Plan C that was in effect on June 30, 1983.

C. The District may offer the employees and their dependents the option of enrollment in a federally qualified health maintenance organization.

5.2 Payroll Deductions

A. Dues

1. The School District agrees to deduct from the salary of Buildings and Grounds Staff dues for the Civil Service Employees Association, Inc., which is duly recognized as the sole and exclusive bargaining agent for the aforementioned Association. The employee's authorization for this deduction must be made in writing.

2. The CSEA or its designated agent will certify to the school business administrator in writing the current rate of its membership dues. If the Association and/or its agent changes the rate of its membership dues, it will give the District written notice prior to the start of a given school year.

ARTICLE 5 (CONTINUED)

3. The School District will honor requests for dues deduction submitted not later than the third day of each school year. Any new employee starting service during the course of the year will be permitted to request dues deduction within three weeks after the time of employment.

4. No later than the third day of school each year, the Association will provide the School District with the signed forms of those new employees who have voluntarily authorized the School District to deduct dues.

5. When a deduction form is signed and submitted, it commits the employee to a continuous and complete deduction of all dues listed on the form. Once a deduction is authorized by an employee, the entire amount of dues will be deducted even though the employee may leave service in Gloversville during said school year.

6. For employees in the bargaining unit represented by the CSEA who began rendering services to the District on or after July 1, 1998, the District shall deduct from the salary of such employees who are not members of the CSEA, an amount equivalent to the dues levied by the CSEA members and shall transmit the sums as deducted to the CSEA in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York. The provision for agency fee deductions shall continue in effect as long as the CSEA maintains such procedure. This provision shall not apply to any employees who began rendering services as part of the bargaining unit represented by the CSEA prior to July 1, 1998.

B. Tax-Sheltered Annuities

1. Tax sheltered annuities shall be available for nay staff member upon written application to the Gloversville Enlarged School District and to the annuity company, submitted prior to November 1 of each school year. Payment for these annuities will be deducted by the Gloversville Enlarged School District from each pay check.

2. The number of companies from which annuities may be purchased shall be determined by the Board of Education. All companies must meet the criteria of the Department of Taxation, IRS, for 403(B) plans before it will be approved by the Board of Education.

3. An employee must select his/her plan from the list of companies approved by the Board of Education.

ARTICLE 5 (CONTINUED)

4. The cost of administering the program shall be borne by the District.

C. Members of the CSEA will have the privilege of buying U.S. Savings Bonds through the deduction plan.

D. Payroll deductions for credit union purposes shall be provided by the District.

5.3 Upon the passage of the appropriate resolution by the Board of Education, the District shall provide the 75i retirement plan to eligible employees.

5.4 Worker's Compensation

A. The following conditions govern the use of sick leave while absent under Worker's Compensation.

1. Full wages shall be paid by the School District up to a maximum amount of unused accumulative sick days.

2. The compensation received by the employee shall be returned to the School District while the employee is receiving sick leave benefits.

3. Upon returning to employment, the amount of sick leave to be charged against the employee's accumulated sick leave will be pro-rated to the nearest whole day.

Example: Two-thirds of the absence may be reimbursed by compensation. One-third of the absence may be charged to sick leave.

4. When the employee's sick leave is exhausted, the employee may apply for an unpaid leave of absence not to exceed one year.

5.5 Health Insurance - Retirees

A. Any employee with five years of Gloversville Enlarged School District service who gives written formal notice 30 days prior to his or her date of retirement to the Superintendent of Schools will be eligible to receive partial credit for accumulated and unused sick leave toward payment of the employee's cost of coverage under the District-wide insurance plan.

The following formula will be used to compute the employee's entitlement:

ARTICLE 5 (CONTINUED)

Daily rate at retirement x 1/20 of unused sick leave up to 200 days + total allotment toward employee's cost of health insurance.

$$\text{Daily rate} = \frac{\text{Yearly Salary}}{260}$$

Example: Annual salary = \$13,000
1/260th of annual salary = \$50
Sick Leave Accumulated = 200 days
1/20th x 200 days = 10 days

The total accumulated health insurance premium reserved is \$500.

If the employee's monthly contribution required for health insurance equals \$10, \$500 divided by \$10 equals 50 months.

Therefore, this retiree will receive 50 months of health insurance without contribution from the retiree. After the health insurance premium has been exhausted, the retiree will begin to contribute the employee's share of the cost of coverage under the District-wide insurance plan.

5.6 Purchasing of Military Service Credit

The Board of Education of the Gloversville Enlarged School District, by resolution, effective March 31, 1971, authorized employees who are members of the New York State Employees' Retirement System to claim credit toward retirement for military service rendered during time of war.

5.7 Retirement Death Benefit

A. Effective July 1, 1979, the Board of Education shall implement the Death Benefit Option (60b) under the New York State Employee's Retirement System for employees covered under this Agreement. If the legislature should prevent this benefit from being administered, an equal amount of monies will be used by the District to purchase a Term Life Insurance Plan for the employees.

5.8 Tool Allowance - Effective July 1, 2003, employees in the auto mechanic, skilled mechanic and general mechanic job titles shall be eligible for an annual tool allowance not to exceed \$300 per person. Eligible employees will follow District established procedures for the purchase of such tools and shall provide proper receipts as required.

ARTICLE 6

VACATION ENTITLEMENT

6.1 Vacation Periods

A. Under existing policy, a member of the Buildings and Grounds Staff receives ten (10) days at the completion of the first year of service and fifteen (15) days at the completion of nine (9) years of continuous service and twenty (20) days at the completion of fourteen (14) years of continuous service.

1 year through 9 years of service:	10 days
10th year through 14 years service:	15 days
15th year and over service:	20 days

B. An employee who voluntarily leaves employment prior to the end of a school year will be entitled to vacation days, or the equivalent in pay, on a pro rata basis. An employee whose employment is terminated for disciplinary reasons loses all rights to accrued vacation time or pay.

C. All skilled and general mechanics will be able to take their vacation at any time during the school year provided it has been prearranged and scheduled by the Director of Operations and Facilities.

D. Custodians will be permitted to take their vacations at any time during the contract year, provided it has been prearranged and scheduled by the principal and Director of Operations and Facilities.

E. Any dispute regarding the scheduling of vacations shall be subject to final determination by the Assistant Superintendent for Business/Business Manager.

6.2 Calendar and Holidays

A. The Buildings and Grounds Staff will be granted 12 holidays each calendar year. Included in and part of the 12 days are the following legal holidays:

July 4	Christmas Day
Labor Day	New Year's Day
Columbus Day	Memorial Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving Day	

The additional three days may be selected at the discretion of the Buildings and Grounds Staff and submitted to the school business administrator prior to the start of each fiscal year (July 1).

ARTICLE 6 (CONTINUED)

When any of the nine legal holidays which are listed fall on a weekend a substitute day may be selected. In the selection of the three days, the school calendar should be used as a guide. They must not fall on a day when school is in session when the main and school offices are closed early (except in a weather or operational emergency) prior to a holiday or recess, employees covered hereunder shall be given the same consideration by the superintendent for excused time off with pay as other non-instructional employees of the District.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

7.1 Personal Illness

A. Employees, who are employed on a full time basis, will be credited with 15 sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. In case of merit, the Board may allow sick leave beyond the above limit. Should the employee leave employment during the school year for whatever reason, entitlement to such leave will be pro-rated to one and one-quarter days per month. Any days then in excess of the entitlement will be adjusted in the employee's final paycheck. Sick leave days may be accumulated from year to year to a limit of 220 days, provided, however, that such limit shall be applied only at the conclusion of the year in which the employee reaches 220 days.

B. A certificate from a physician shall be required of any employee using six or more consecutive days and a certificate from the school physician shall be required of any employee using 11 or more days. A certificate may be required from the employee's physician or the school physician at any time, for any number of days, at the discretion of the Superintendent of Schools.

C. A new employee becomes eligible for sick leave when he has completed all employee requirements, i.e., physical exams, blood tests, x-ray, as enumerated by the Gloversville Enlarged City School District.

7.2 Other Additional Days

A. In addition to the 15 days for personal illness, five additional days are granted on which an employee may be absent from duty. Such days are on a non-cumulative basis. They may be used for the following reasons:

ARTICLE 7 (CONTINUED)

1. Death or illness in the immediate family, not to exceed five days (40 hours). Leave for death in the immediate family may be taken in hourly increments. One additional day will be granted for death not in the immediate family.

2. If five days or non-cumulative leave have previously been used, then three additional days will be granted for death in the immediate family and will be deducted from the employee's accumulated sick leave. This procedure will apply for each death of a member of the immediate family that may arise.

3. Immediate family is defined as wife, husband, parent, parent-in-law, son, daughter, sister, brother, grandchild, grandparent, a relative who resides in the employee's home or a relative of whom the employee is the sole surviving family member.

B. Religious holidays, not to exceed three days.

C. Personal business, not to exceed two days (16 hours).

1. Will be granted for such personal business that cannot be scheduled at any time other than on a regular school day. Personal business leave may be taken in hourly increments.

2. No more than two days absence per year may be approved for this purpose. The request must be submitted in writing, approved by the immediate administrative staff member responsible for payroll, and the Superintendent of Schools, prior to such absence. The applicant requesting such leave will not be required to state the reason for taking such leave. These days will be deducted from the five days of temporary leave granted for reasons other than personal illness.

3. Absence for personal reasons may not be used for the purpose of extending any Buildings and Grounds employee vacation period except in cases of emergencies.

4. Unused personal business days may be added to the employee's accumulative sick leave.

7.3 Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required to attend.

7.4 Leaves taken pursuant to this section will be in addition to any sick leave to which the employee is entitled. No employee will be required to arrange for his own substitute.

ARTICLE 7 (CONTINUED)

7.5 If the five days of non-cumulative leave have previously been used, the three days will be granted for death in the family and will be deducted from accumulative sick leave.

7.6 When all emergency closing days are not used, the Friday preceding Memorial Day will be added to the vacation weekend.

7.7 Employees on unpaid leave of absence do not accrue any vacation, sick leave or personal leave credits.

7.8 If a bargaining unit employee has perfect attendance (i.e. has taken no sick, family illness or personal business days) between July 1 and June 30 of the preceding school year, the District shall pay such employee a \$100 bonus. The District will pay a \$75 bonus to each employee with only one day of absence (sick, family illness, or personal business day) in such period.

Vacation days, conference or other District business days, jury duty and/or immediate family bereavement days shall be excluded from the calculation of attendance for this purpose only.

ARTICLE 8

CONDITIONS OF EMPLOYMENT

8.1 Confirmation of Employment in Writing

A. A confirmation in writing to the employee upon employment when his/her probationary time starts. A confirmation in writing on permanent appointment.

B. A confirmation in writing to all employees, stating his/her permanent position and place of employment in the School District.

8.2 Transfers and Promotion

A. When an involuntary transfer of a bargaining unit member is necessary, the degree of competition, quality of performance and the length of service in the District will be considered in determining which unit member will be transferred.

B. If an opening exists in the District, that opening may be filled from within the District or by an external candidate. Openings will be filled based upon the qualifications of all applicants for the positions.

ARTICLE 8 (CONTINUED)

C. If an opening exists in a position, any buildings and grounds employee may ask for a transfer to that position, provided (s)he meets the qualifications for the position. Transfer requests will be considered as in "B" above. In case of competitive Civil Service, (s)he must pass the examination and be one of the top three candidates in order to be eligible for such transfer. In case of non-competitive Civil Service an oral interview may be all that is needed.

8.3 Posting of Vacancies

The District shall post for 10 days those vacancies to be filled in the bargaining unit. Those employees who are qualified may apply for those positions.

8.4 Layoff Procedures

Layoff of bargaining unit employees shall be by title seniority, with the least senior employee in his/her job title being laid off first. Recall shall be in the inverse order of layoff, with the last person laid off in a job title being the first to be called back.

8.5 Shift Changes

Employees will be given notice of shift changes one week in advance during school recesses and holidays.

8.6 Out of Title Work

If an employee is assigned six or more consecutive days of out of title work, (s)he will be paid at the out of title rate of pay for all hours worked out of title. This provision shall not apply to vacation relief, replacement work, team cleaning and/or summer recess.

8.7 Uniform Shirts

For the 2003-2004 school year, the District will provide uniforms, including shirts and pants, for all bargaining unit members. This provision shall expire on June 30, 2004, unless the parties agree to continue the uniform program. The District will meet with Association representatives so that the Association may provide input on uniform selection.

ARTICLE 8 (CONTINUED)

8.8 Discipline

The provisions of Civil Service Law Section 75 shall apply to those bargaining unit members whose job titles are in the competitive and non-competitive classifications. Those employees in the labor classification shall be eligible for the benefits of Civil Service Law Section 75 after completion of seven (7) years of District service.

8.9 Personnel Files

An employee's official personnel file shall be kept in the Central Offices of the District.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 Definitions

A. Grievant shall mean an employee who is a member of the bargaining unit.

B. Chief School Officer shall mean the Superintendent of Schools.

C. Immediate Supervisor shall mean the supervisor or other person to whom the employee is directly responsible.

D. Representative shall mean the person or persons designated by the aggrieved employee as his or her counsel.

E. Contract Grievance shall mean any claimed violation, misrepresentation or inequitable application of any provision of this Agreement. Non-contract grievance shall mean any issue which is not addressed in this Agreement. Non-contract grievances shall be heard only through the Second Stage and shall not be moved to the Board level or arbitration.

F. Decision shall mean the determination or report made by an immediate supervisor, chief school officer, or his designee or the Board of Education.

G. Days shall mean all work days other than Saturdays, Sundays or holidays.

H. Board of Education shall mean the legislative body of the School District.

ARTICLE 9 (CONTINUED)

9.2 Procedures

A. First Stage: Within 15 days of an employees knowledge that a grievance has occurred, such employee and his or her representative, if desired, shall orally present the grievance to his or her immediate supervisor. The immediate supervisor shall discuss the grievance with the employee and his or her representative, if present, and shall make such investigation as he deems appropriate. Within five days after the grievance has been presented to him, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance and/or the employee's representative, if any.

B. Second Stage: If the employee is not satisfied with the decision of the immediate supervisor, he or she shall be allowed to make a request to the chief school officer or his designee for review and determination of the grievance within 10 days of the decision at the first stage. Such request shall be in writing and shall include the name and position of the employee, the time when and the place where the alleged events or conditions occurred, if known to the aggrieved party, a general statement of the grievance and the redress sought by the employee. A copy of the request shall be sent to the immediate supervisor. The chief school officer or his designee shall render his determination in writing within five working days after receipt of the request for his review and shall send copies of such determination to all parties involved in the grievance.

C. Third Stage: If the aggrieved employee is not satisfied with the decision of the chief school officer or his designee such employee shall be allowed to submit a written request for review and determination of the grievance to the Board of Education within five days of receipt of the decision at the second stage. The request shall contain the same information as the employee provided the chief school officer or his designee. A copy of the request shall be sent to the chief school officer or his designee. The Board of Education shall notify all parties involved in the grievance of the time and place when it shall convene in an informal hearing where such parties may appear and present oral and written statements supplementing their positions. Such hearing shall be held within 10 working days of a receipt of the written request for review. The Board of Education shall render its decision in writing within five working days of the hearing and shall send such decision to all parties involved in the grievance.

ARTICLE 9 (CONTINUED)

D. Fourth Stage

1. In the event the aggrieved employee or his/her representative is not satisfied with the decision of the person or committee designated by the Board with respect to a grievance, (s)he may, within fifteen (15) days after receiving the decision, refer the grievance to arbitration. A copy of such request shall be forwarded to the Superintendent of Schools.

2. The Building and Grounds Staff and the District agree that Jeffrey M. Selchick, Thomas Hines and Michael Lewandowski shall be the list of permanent arbitrators for all arbitrations between the parties.

3. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

4. The cost of services and expenses of the arbitrator shall be divided equally between the parties.

ARTICLE 10

EMPLOYEE EVALUATION

A. Each probationary employee shall be evaluated at least four (4) times during his/her six (6) month probationary period. At least two (2) evaluations must be completed prior to the end of the fourth month of the probationary period.

B. Permanent employees will be evaluated at least once each fiscal year.

ARTICLE 11

DURATION OF CONTRACT

This contract shall remain in full force and effect as of July 1, 2002 and shall continue in effect through June 30, 2006 subject to a renegotiating procedure in accordance with the following:

In the event either party wishes to amend this Agreement, notice may be given by November 1 of the year preceding the expiration date of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of procedures of this Agreement. Amendments resulting from such negotiations shall take effect beginning in the following July 1 or at such other time as may be mutually agreeable to the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 24th day of June 2004.

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY
OF GLOVERSVILLE

By: Betsy Sened
_____, President

CITY SCHOOL DISTRICT OF
THE CITY OF GLOVERSVILLE
BUILDINGS AND GROUNDS STAFF

By: John Chrzan

John Chrzan
CSEA Unit President

By: William VanNostrand

William VanNostrand
CSEA Negotiating Chair

By: Linda P. Mosher 6/24/04

Linda P. Mosher
Labor Relations Specialist

<u>Job Title</u>	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>	<u>05-06</u>
Custodian Day	\$ 17,598	\$ 18,038	\$ 18,489	\$ 18,951	\$ 19,425
Custodian 2nd	\$ 18,478	\$ 18,940	\$ 19,413	\$ 19,899	\$ 20,396
Custodian 3rd	\$ 18,918	\$ 19,391	\$ 19,876	\$ 20,373	\$ 20,882
Sr. Custodian Day	\$ 19,955	\$ 20,454	\$ 20,965	\$ 21,489	\$ 22,027
Sr. Custodian 2nd	\$ 20,952	\$ 21,476	\$ 22,013	\$ 22,563	\$ 23,127
Head Custodian Days	\$ 22,365	\$ 22,924	\$ 23,497	\$ 24,085	\$ 24,687
Head Custodian 2nd	\$ 23,483	\$ 24,070	\$ 24,672	\$ 25,289	\$ 25,921
General Mechanic Days	\$ 19,036	\$ 19,512	\$ 20,000	\$ 20,500	\$ 21,012
General Mechanic 2nd	\$ 19,988	\$ 20,488	\$ 21,000	\$ 21,525	\$ 22,063
Skilled Mechanic Days	\$ 22,355	\$ 22,914	\$ 23,487	\$ 24,074	\$ 24,676
Skilled Mechanic 2nd	\$ 23,472	\$ 24,059	\$ 24,660	\$ 25,277	\$ 25,909
Grounds	\$ 16,766	\$ 17,185	\$ 17,615	\$ 18,055	\$ 18,507
Cleaner 1st/2nd	\$ 16,114	\$ 16,517	\$ 16,930	\$ 17,353	\$ 17,787
Cleaner 3rd	\$ 16,925	\$ 17,348	\$ 17,782	\$ 18,226	\$ 18,682