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Union: **Churchville-Chili Central School District Maintenance Association**

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CONTRACT

7/1 6/30
2003-2007

Between

**CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT
BOARD OF EDUCATION**

and

**CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT
MAINTENANCE ASSOCIATION**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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I. CERTIFICATION AND RECOGNITION

A. Agreement

This agreement, made the 21st day of April 2004 by and between the Churchville-Chili Central School District Board of Education, through its Superintendent of Schools, as the party of the first part, and the Churchville-Chili Maintenance Association (CCMA), as the party of the second part.

B. Recognition

Pursuant to the Public Employers Fair Employment Law of 1967 with amendments, the Churchville-Chili School District recognizes as of December 30, 1968 that the Churchville-Chili Maintenance Association is the exclusive representative of entitled "Maintenance and Custodial Employees" consisting of: Head Custodians, Head Grounds Equipment Operator Groundsman, Head Maintenance Mechanic Environmental Technician, Custodians, Cleaner, Auto Mechanics/Helpers, Maintenance Mechanics/Helpers, Security Guard, Couriers, and School Sentry I, for the purposes of collective bargaining in respect of hours, wages and other conditions of employment.

C. Duration

This agreement shall be effective as of July 1, 2003 and continue in full force and effect through June 30, 2007.

II. PROCEDURES

A. Principles

The Board and the Association agree to negotiate in good faith in order to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that the School District must operate in accordance with Law and the Regulations of the Commissioner of Education.

B. Opening Negotiations

Either party may request the opening of negotiations. A meeting shall be held within fifteen (15) days of such request for the purpose of establishing a mutually satisfactory date for the opening of negotiations. In any given school year, such request shall be made at least 150 days before expiration of contract.

C. Consultants

The parties may call upon any number of consultants to assist in preparing for negotiations and to advise them during negotiation sessions.

D. Negotiating Teams

The Board or its designated representative(s) will meet with representative(s) designated by the Association for the purpose of negotiating and reaching mutually satisfactory agreements. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations.

E. Negotiation Procedures

The Board's assigned representative(s) shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a bilateral agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other in all matters.

F. Exchange Information

Both parties shall furnish each other, upon reasonable request, any available information relevant to the issues under consideration. The District agrees to make available for inspection all public records currently compiled which may be useful in the negotiating process.

G. Reaching Agreement

When the negotiating teams reach a final agreement, the prepared agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. The Agreement so negotiated will apply to all the employees in the recognized unit, regardless of membership or non-membership in the Association.

H. Problem Solving

The CCMA representative(s) and district representative(s) will meet as required for the purpose of resolving mutual problems.

III. ASSOCIATION PREROGATIVES

A. Communication

The President of the Association shall receive one (1) copy of the official minutes of the Board of Education meetings as soon as they are prepared, typed and duplicated.

B. Release Time

Release time for the Association president, and/or his/her designee, shall be as follows:

1. The District shall allow up to sixteen (16) hours attendance for conducting Association business for the school year.

2. The Association representative shall give the District at least 24 hours advance notice.
3. The Association president or his/her designee shall not lose any benefits, pay, personal days, sick days or vacation time while conducting Association business within the above parameters.

C. Dues Deduction

The School District agrees to deduct monies from the salary of employees who have authorized the payment of dues to the Churchville-Chili Maintenance Association and to transmit such monies thus deducted promptly to the Association.

Authorization for such deductions shall be in writing on a form provided by the Association, signed by the individual and placed on file prior to July 1st. This authorization shall be considered a permanent authorization for the deduction of Associations' dues for the duration of the individual's employment in the district unless the individual notifies the Association and Board in writing that he/she no longer wishes dues to be deducted. The authorization shall provide for the fluctuation of the amount to be deducted in subsequent years because of dues increases or decreases.

The Association shall submit a list of members for whom dues shall be deducted and authorization cards for those who do not have cards on file. The Association shall also certify the amount of dues to be deducted for the current fiscal year.

Deductions will commence with the first paycheck in September and shall continue in equal installments coinciding with remaining pay periods in the fiscal year.

IV. COMPENSATION and BENEFITS

A. Salary Schedule for 2003-2007 Contract

1. Year-to-Year Compensation Increases will be as follows:

2003-04 School Year	--	3.8%
2004-05 School Year	--	3.8%
2005-06 School Year	--	3.8%
2006-07 School Year	--	3.8%

2. Additional adjustments for individual unit members per Memorandum of Agreement dated May 26, 2004.

B. Ten Month Security Personnel -- Special Terms and Conditions to include civil service titles of Sentry I and Watchman.

The full time 10-month security personnel will not receive vacation and will not be paid for snow days. The security personnel will be entitled to the following fringe benefits:

- 1) **Sick Leave** -One (1) day per month up to a maximum of 10 days per year accumulative to 180 days.
- 2) **Personal Leave** -As stated in Article IV-F of this agreement.
- 3) **Holidays** -Ten (10) paid holidays per year.
- 4) **Medical** -The same coverage as stated in Article IV-C of this agreement.

C. Medical

- 1) Effective July 1, 2003, the District shall offer unit members the choice of the Rochester Area School Health Plan (RASHP) I (Blue Million Plan), or the RASHP II plans (Blue Point 2 Value, Blue Point 2 Select or Blue Point 2 Extended Plans). Instead of any of these plans, the District may offer a substantially comparable form of coverage, which it shall choose upon consultation with the Association. For full-time employees, the District will pay the dollar equivalent of 95% of the monthly premium cost of RASHP II--Blue Point 2 Select (or the comparable replacement plan), or 100% of the monthly premium for the employees coverage, whichever is less. Unit members will pay by payroll deduction any monthly premium expense in excess of the District's contribution.
- 2) Any unit member who has a health benefits plan with benefits substantially equivalent to or better than the District's plan through another employer will enroll in the other plan and shall not be eligible for benefits through the District. In the event enrollment in such other plan is terminated or benefits are changed so they are not substantially equivalent to or better than the District's plan, the employee shall have the option to return to District coverage.
- 3) The District will permit employees who are enrolled in the District Health Insurance Program at the time of their retirement and who retire from the District under the New York State Health Insurance Program at the group rate. The cost of this benefit is to be borne by the retired individual except as noted below.
- 4) The District will contribute toward the health insurance of unit members who retire after July 1, 1993, under the following conditions and requirements:
 - A. The Unit Member must retire from the Churchville-Chili School District at or after fifty-five (55) years of age.

- B. District contribution is made until the employee is covered under Medicare or reaches 65, whichever comes first.
- C. Unit Members retiring under the provisions of the NYS Employee Retirement System will be eligible for health insurance coverage as stated above, based on the following years of completed service in the Churchville-Chili Central School District –
 - 1. For a Unit Member with twenty-five (25) or more years of service who worked a minimum of 40 hours per week on a regular basis the District will contribute seventy percent (70%) of premium.
 - 2. For a Unit Member with twenty (20) years or more of service who worked a minimum of 40 hours per week on a regular basis the District will contribute sixty percent (60%) of premium.
 - 3. For a Unit Member with fifteen (15) or more years of service who worked a minimum of 40 hours per week on a regular basis the District will contribute fifty percent (50%) of premium.
 - 4. If the Employee has less than 15 years of service, there will be no contribution by the District.

D. Dental

Effective as soon as practicable after ratification and in accordance with the rules and regulations of the carrier, unit members may participate in the district Dental Plan (currently Blue Shield “Smile Saver” option I). The Employer will pay 85% of the monthly premium and the employee will pay 15% of the monthly premium.

E. Holidays

Members of the Maintenance Unit will be granted a total of twelve (12) paid holidays per year that shall consist of eleven (11) regular holidays and one (1) floating holiday. The paid holidays include Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and the day after Thanksgiving, Christmas, New Year’s Day, Martin Luther King Jr. Day, President’s Day, Good Friday, and Memorial Day. In order to qualify for pay for any holiday granted by the Board of Education, the employee must work the last workday prior to the holiday and the first workday following the holiday. The floating holiday granted under the terms of this Agreement shall be approved by the supervisor.

In the event a legal excuse is presented there shall be no deduction for not working the day prior to and/or after the said holiday. An approved day off granted by a supervisor is considered a legal excuse.

F. Personal Days

Each member shall be allowed up to five (5) days of personal leave with full pay during each school year upon approval of the Director of Operations and Maintenance. The member shall submit a written request to the Supervisor of

Operations and Maintenance or Head Mechanic for such leave two (2) days in advance, whenever possible.

Personal leave days may be used in no less than one-half (½) day units. Generally, legitimate requests for personal leave seem to fall in the three (3) categories listed below. Examples given are not intended as an exhaustive list, but only to give an idea as to possible reasons that would justify the request.

- 1) Legal - Court appearance, consultation with lawyer, adoption proceedings, etc.
- 2) Business Transaction - Settling of real estate transfer, or doctor's appointment, etc.
- 3) Family - Graduation or other honors involving individuals' immediate family, personal problem or marriage counseling.

G. Vacation Days

Unit Members shall receive paid vacation according to the number of years employed in the District. Vacation shall be computed from July 1. Vacation may be taken during the first year of employment on a pro-rated basis. The following schedule will apply:

- 1) Two (2) weeks paid vacation will be paid after one (1) year of employment during the first year of employment, vacation will be prorated according to following schedule.

Length of Service	Days
1st Month	0
2nd "	0
3rd "	1
4th "	2
5th "	3
6th "	4
7th "	5
8th "	6
9th "	7
10th "	8
11th "	9
12th "	10

- 2) Three (3) weeks paid vacation will be paid after five (5) years of employment.
- 3) One (1) extra day's vacation per year will be given commencing with the eleventh (11th) year to the fifteenth (15th) year of service.
- 4) Four weeks paid vacation will be granted after the fifteenth (15th) year of service.

One extra day's vacation per year will be given commencing with the sixteenth (16th) year. No total vacation shall exceed five (5) weeks for employees hired before 7/1/93.

- 5) Four weeks earned vacation maximum for employees hired after 7/1/93.

Vacation days may be used in no less than one-half (½) day units. No more than ten (10) vacation days may be carried over to the next year. All vacation days will require approval of the Supervisor of Operations and Maintenance or the Head Bus Mechanic so that the coordination of vacation requests does not pose a hardship on the district, however, every effort will be made to grant vacation as requested.

H. Payment for Jury Duty

The Board will grant members time off for jury duty and all required court appearances. When a member is on Court/Jury Duty, the member shall be paid his/her daily salary for each day served on Court/Jury Duty. Members will not be required to return their jury duty pay to the district.

I. Volunteer Fire and Ambulance Crew Employees

Unit members may leave work to go on emergency call if immediate supervisor sees it to be necessary. If member is on a call just prior to reporting to work or is involved with a call that would interfere with normal scheduled work hours, he/she would not be required to report to work for the first 4 hours of shift scheduled, if a note from Chief or Assistant Chief is provided -- all conditions to meet approval of each building supervisor.

J. Emergency Closing Policy

Whenever it is necessary to close school due to snow, ice, flooding, power failure, sewer plant in operation, vandalism, or other crisis (except for student safety closing only) as deemed an emergency closing by the Superintendent of Schools, an announcement of that fact will be made on the radio as early as possible, preferably by six o'clock (6:00) in the morning.

All Unit Members that have day and night shifts should be expected to report unless otherwise instructed by the Supervisor of Operations and Maintenance or the Head Bus Mechanic. All personnel reporting for duty on emergency closing days shall be paid overtime pay at a rate of time and one-half, for hours worked. Those not reporting will receive regular pay only.

Should an employee be sent home by the administration, they will be paid for the hours they would normally have worked at regular pay rate.

In the event that school is closed for any period, for emergency shutdown not related to inclement weather or natural disaster, the employee will report to work

if the Superintendent of Schools determines conditions not to be detrimental to health and safety.

K. Request To Report To Work

In the event that it is necessary for an employee to report to the work place in response to a supervisor's request at a time when he/she is not ordinarily scheduled, the employee shall receive compensation at time and one half or double time for Sundays & holidays.

Actual time worked shall mean the total time from the time he/she reports to the work place through the time of departure from the work place. The employee will be paid a minimum of two (2) hours for coming in at supervisor's request.

L. Overtime Pay

A unit member who works more than forty (40) hours in a workweek is entitled to overtime compensation for all hours worked in excess of forty (40) hours.

When an employee is entitled to overtime compensation, one of the following will occur:

- 1) The employee will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of compensation. If the employee has worked at more than one rate of pay during the work week in question, the employee will be paid overtime at the rate in effect during the work hours which caused the employee to be entitled to overtime compensation.
- 2) The employee and the employee's supervisor may agree that instead of the payment to be made pursuant to (1) above, the employee shall be provided with compensatory time off ("comp time") at the rate of one and one-half (1½) times the number of overtime hours for which comp time is to be provided. An employee may not accumulate more than forty (40) hours of comp time. All comp time shall be used on days mutually agreed upon by the employee and the employee's supervisor, but shall not be used during the two weeks preceding the opening day of school. When the employee and the supervisor have agreed on the provision of comp time instead of overtime pay, that fact will be appropriately reflected on the employee's timesheet. If an employee has not used comp time within three months from the date that it was earned, the employee will be compensated in accordance with (1), above.
- 3) If the District solicits volunteers for overtime work and no one capable of performing the works volunteers for it, the District will assign the work to the least senior unit member capable of performing the work.

M. Night Shift Members

All night shift members shall receive a paid lunch period not exceeding one-half hour as an additional benefit for working nights. Third shift members will be paid an additional \$.25 per hour above their current hourly rate.

N. Tools, Equipment, and Supplies

The District will provide a \$20,000 policy for loss of tools due to vandalism, theft, fire as per the carrier's rules, regulations, and requirements. This applies to Auto Mechanics, Maintenance Mechanics, and Grounds Equipment Operators who store personal tools in district buildings and/or vehicles. The employee will be responsible for providing the Head Mechanic with an inventory of tools including the brand name, estimated value, and date of purchase in January and June of each school year.

1) Prescription Safety Glasses

All unit members requiring prescription glasses will be reimbursed up to \$150.00 per year toward the purchase of one pair of prescription safety glasses. Members are expected to wear such equipment.

2) Safety Shoes

All unit members will be reimbursed up to \$100.00 per year toward the purchase of safety shoes. Members are expected to wear such equipment.

3) Cold Weather Gear

Auto Mechanics, Head Maintenance Mechanic, Head Custodians, Head Grounds Equipment Operator, General Mechanics, Auto Mechanic Helpers, Courier/s, Grounds Equipment Operator and Environmental Technician will be allowed \$150.00 per year toward the purchase of cold weather gear. Allowance is to be paid during the third week of July each year. Members are expected to wear such equipment.

4) Tool Allowance

Auto Mechanics, Auto Mechanic Helpers shall be given \$550.00 tool allowance per year. Head Maintenance Mechanic and Head Groundsman shall be given a \$400.00 tool allowance, and General Mechanics a \$200.00 tool allowance each year for replacement of tools. In order to be eligible for this allowance, an individual must have a minimum of one year's employment in the district. Allowance is to be paid during the third week of July each year.

O. Course/Seminar Reimbursement

The District shall reimburse costs to unit members who successfully complete approved course/seminar for district assigned workshops, course and/or seminar only.

Payment shall be made to unit member within four weeks of completion of the course.

P. Flexible Spending Account

The Churchville-Chili Central District and the Churchville-Chili Central School Maintenance Association mutually agree that the district will offer a Flexible Spending Account to all unit members starting January 1, 1997.

The annual minimal contribution for those participating for unreimbursed medical expenses will be \$200, with a maximum of \$2,000. The maximum contribution toward dependent care will be the maximum amount allowed under IRS regulations. (Currently \$5,000 is the maximum amount for joint filing and \$2,500 for single filing).

V. LEAVES OF ABSENCE

A. Bereavement Leave

Each Unit Member shall be granted up to three (3) days leave for death in the immediate family per occurrence. Immediate family defined as spouse, father, mother father-in law, mother-in-law grandfather, grandmother, sister, brother, sister-in-law, brother-in-law, son, daughter, son-in-law, daughter-in-law, grandchild, or someone with whom a close personal relationship exists. Such leave shall be with pay, and shall not be deducted from any other leave allowances contained in this agreement.

B. Sick Leave

The Board of Education shall allow each unit member sick leave without loss of salary for at least ten (10) working days in any year during the first three (3) years of service to the District and twenty (20) days in any year commencing with the fourth year of service for reasons of personal sickness or physical disability; and provided further that if any member does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than one hundred and eighty (180) days. Sick days may be used in no less than one-half (½) day units.

Any member entitled to sick leave shall be credited with the same in full at the start of each fiscal year.

C. Unpaid Leave of Absence

1. Any unit member with more than one year's service may request a leave of absence for a period not to exceed twelve (12) months, such a leave to be without pay. The request will be submitted in writing to the Director of Human Resources at least 30 days in advance of the commencement date of the leave. Possible reasons for a leave may be extended illness of the unit member or the unit member's immediate family; child rearing leave, including adoption; unit members serving in political office, professional or personal growth of the unit member in the District. Such requests will go through an approval process via the Superintendent and the Board of Education.
2. Upon return from a leave of absence, in accordance with the aforementioned conditions, the unit member will be reinstated to active employment status in accordance with applicable Civil Service and/or District Department regulations.
3. A member shall be required to utilize all vacation benefits for which they are otherwise eligible before requesting unpaid leave of absence.
4. Except as otherwise required by law while on unpaid leave a unit member will not be entitled to paid fringe or leave benefits. However, he/she may continue to participate in the health insurance plan at the regular group rate.
5. Seniority and accumulated sick leave will not accrue while on unpaid leave. However, all seniority and sick leave accrued prior to the leave will be retained.
6. All leaves of absence are at the sole and exclusive discretion of the Superintendent and Board of Education.

D. Family Medical Leave Act

Maternity, child rearing, paternity, or adoption leave is to be handled by the Federal Family and Medical Leave Act (FMLA) provisions.

E. Military Leave

The District will extend all of the rights and privileges in compliance with the provisions of military law concerning the granting of military leaves as well as veteran's re employment rights.

F. Return from Leave

In addition to those guarantees provided by law, and are granted leave by the School District, shall be guaranteed upon return from leave their former position or a position of equal status in the District. They shall not forfeit any benefit provided by law or this contract including but not limited to sick leave, personal

leave or seniority except that unless otherwise provided by this agreement they shall, in cases of child rearing leave and leave without compensation approved by the Board of Education, not gain credit for the time on leave for purposes of advancement in salary nor for seniority.

VI. MISCELLANEOUS

A. Job Openings

Unit members will be given consideration for new job openings in the Maintenance Unit, said consideration to be at the sole and exclusive discretion of the Board of Education in accordance with civil service law. In the event a member changes a job (s)he shall not be reduced in salary for changing jobs in the same job area or classification in the event his/her qualifications meet the requirements of the job.

All job openings in the district shall be posted in each building for a period of ten (10) days with the exception of the position of cleaner, which shall be posted for two (2) days.

B. Summer Help

If there is a need for summer help or work beyond the end of the school year, ten (10) month employees, part-time employees, and substitutes already on the payroll will be asked first to fill such needs.

C. Probationary Period

Members not required to take a civil service exam shall be considered probationary for a period of up to six months from their date of hire. Members required to take a civil service test will be considered probationary up to six months after they successfully passed their civil service exam regardless of their date of hire. Probationary employees may be terminated without any charges being made, without the giving of a hearing, without being given reasons for the termination and without recourse to this agreement.

D. Seniority/Layoffs

1. Whenever it is necessary for the District to lay off members of the Maintenance Unit, such layoffs shall be done according to the Civil Service Law of the State of New York, regarding seniority.
2. In the event the Civil Service Law does not cover a particular job in the Maintenance Unit, the least seniority individual in that job classification not covered by the Civil Service Law shall be laid off.
2. Unit members employed in full-time positions (40 or more hours per week) on February 1, 1999 shall not be excessed or transferred to a lower wage position during the term of this contract except for performance/discipline issues

(Section 75 where applicable). Positions may be eliminated or changed; attrition is accepted.

E. Departmental Meetings

Each member of the Maintenance Unit must attend three (3) one hour meetings during the year to be scheduled by the Director of Operation and Maintenance. These meetings will be attended without remuneration. For each meeting not attended, the member shall lose one half's day accumulated sick leave unless said non-attendance is excused.

F. Performance Appraisal

The School District and the Association agree that a properly administered appraisal program is desirable and that such program should be a constructive attempt to develop unit members toward their full potential.

Each member will be evaluated by the Director of Operations & Maintenance or Head Mechanic once per year, or more frequently if needed. New members with less than three (3) years will be evaluated at least twice per year. Suggestions for improving performance will be made by the evaluator if necessary. In evaluating members of the unit, the evaluator may receive input from others who work with employees in a supervisory capacity.

Employees will receive a copy of their completed evaluation within three (3) days from the time it is written. A conference will be conducted within five (5) days of the members' receipt of the written evaluation unless another arrangement is made between evaluator and employee. The employee will sign the evaluation after completion of conference to indicate that he or she has seen the evaluation and discussed it with evaluator. Such signature does not necessarily imply agreement by the employee with the contents of the evaluation. The employee is entitled to append any comments to the evaluation and have it placed in member's personnel file along with completed evaluation form. All evaluation forms and appendages will be dated and signed before placement in member's file.

G. Safety Procedures

Whenever a job assignment requires additional personnel for safety reasons, as determined by the Director of Operations & Maintenance Mechanic (or their designee) or Head Mechanic at least two (2) Unit members will be in the immediate area during the work duration.

H. Specialized License Holders

New York State laws require sewage treatment plant operators to possess a proper license. The existence of or appointment of a treatment plant operator shall be provisional upon passage of all applicable New York State license requirements. If the operator after a reasonable period of time is unable to obtain the proper

licenses, that operator shall be removed from the position without recourse or penalty to the district.

Unit members that hold positions that require a CDL License will be reimbursed for the difference of the cost between a regular driver's license and the cost of the CDL License.

I. Retirement

The District agrees to provide coverage under the New York State Employees' Retirement System Plan, 75-I, with the 60-B Insurance Rider and the 41-J Sick Leave Benefit to Employees.

VII. GRIEVANCE PROCEDURES

A. General Provisions

- 1) A grievance is a claim by an employee that there has been a violation, or a misinterpretation or inequitable application that constitutes a violation of any provision of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance.
- 2) Any employee or group of employees aggrieved by an action may file a grievance. With respect to any particular grievance, the grievant is the employee or group of employees who have signed the grievance.
- 3) An employee shall perform all duties as instructed even though he may feel himself aggrieved (unless the duty involves undue risk to the safety and health of the individual).
- 1) A grievant has the right to be represented at his request at any stage of the grievance procedure. At Steps 1 and 2, the grievant may be accompanied only by an employee designated by the Union.

B. Timelines

- 1) The timelines for each step of the grievance procedure are set forth in section VII-C of this article.
- 2) If a grievance is not filed within the timeline stated at the first step, the grievance is deemed waived and need not be processed by the District. If the grievant and/or the Union fail to meet any subsequent timeline, the grievance will be considered resolved on the basis of the previous answer.
- 3) If the District fails to meet any timeline in the grievance procedure, the grievance may be moved to the next step of the grievance procedure as if the grievance had been denied by an answer rendered on the last day set forth in the procedure.

- 4) An extension of any timeline set forth in the grievance procedure is permissible if both the Union and the District specifically agree to the extension.
- 5) "Working Day" means any day except a Saturday, a Sunday, or a holiday covered by Article IV-E in this Agreement.

C. Procedures

- 1) **First Step:** The employee must orally confer with the Supervisor to seek acceptable resolution of the grievance not later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose. The grievant must state that he is filing a grievance. The Supervisor then has (10) working days in which to give the grievant an oral answer. If all or substantially all of the employees in the bargaining unit are aggrieved by the same incident, the Union may submit a grievance on their behalf in writing directly to the Superintendent at the third step. Such a grievance must be submitted no later than the tenth (10th) working day after becoming aware of the incident out of which the grievance arose, and the signature of the union representative may be substituted on the grievance for the signature of the actual grievants. Such grievance shall not be subject to the procedures of the first step or second step.
- 2) **Second Step:** If the grievant is not satisfied with the oral response from the first step, the grievant may submit the grievance in writing by filing it with the Supervisor on the form provided by the District not later than ten (10) working days after receiving the oral response. The Supervisor shall issue a written response to the grievant not later than ten (10) working days after receiving the written grievance.
- 3) **Third Step:** If the grievant is not satisfied with the response from the second step, the grievant may file an appeal in writing to the Superintendent not later than ten (10) working days after receiving the written response from the second step. The Superintendent shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than ten (10) working days after the conclusion of this meeting.
- 4) **Fourth Step:** If the grievant is not satisfied with the response from the third step, the grievant may request the Union to file an appeal in writing with the Labor/Management Committee. The written appeal must be delivered to the Labor/Management Committee not later than ten (10) working days after the grievant received the response from the third step. If the Union so submits the grievance, the Labor/Management Committee shall hold a meeting with the grievant and his Supervisor regarding the grievance not later than ten (10) working days after receipt of the appeal. The Labor/Management Committee will submit a written advisory recommendation to the Superintendent not later than ten (10) working days after the conclusion of the meeting.

- 5) Fifth Step: The Superintendent shall issue a written response to the grievant and the Union Business Representative not later than ten (10) working days after receipt of the written recommendation from the fourth step.
- 6) Sixth Step:
 - a. The Union may appeal the grievance to arbitration by delivering a letter to that effect to the Superintendent not later than ten (10) working days after receipt of the decision at the fifth step. In the ten (10) working days following delivery of that letter, the parties may attempt to agree on an arbitrator to hear and determine the case. If no arbitrator has been selected by the end of those ten (10) working days, the Union must, within three (3) working days of the end of that period, mail a demand for arbitration to the American Arbitration Union (AAA) and a copy of said demand to the Superintendent. The Union shall send with the demand a letter to the AAA requesting that it send to each party a list of twenty (20) names of the arbitrators. Within ten (10) working days of receipt of such list, each party shall return its copy of the list to the AAA with the names of unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list of twenty (20) names and the foregoing procedure shall be repeated. If there is no mutual choice on the second list, the AAA shall name another person to serve as arbitrator, but he shall not be a person who is on either of the lists.
 - b. The arbitration proceeding shall be governed by the Voluntary Labor Arbitration Rules of the AAA to the extent that such rules do not conflict with this Agreement.
 - c. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party that incurs them.
 - d. The arbitrator shall have the power to determine whether the grievance is properly before him, and if so, to decide whether or not the Agreement has been violated as alleged in the grievance. In making his determination, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall have no power to add to, subtract from or modify the terms of this Agreement, or to review any matter which is reserved to the judgment or discretion of the District, the Board of Education, the Superintendent or any other District administrator. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement. The decision of the arbitrator shall be final and binding on the parties and the employees.

D. Other Provisions:

- 1) No employee shall be subject to reprisal, intimidation, harassment, or coercion by any other employee, by the District or by the Union, or by any organization with

which the Union is affiliated, because of having exercised their rights under this grievance procedure.

- 2) The grievance procedure set forth in this Article is the exclusive method for the resolution of claimed violations of the terms of this Agreement.
- 3) Before submitting a grievance, an employee shall consider whether his complaint about the action of the District could also be addressed by commencement of a proceeding before a judicial, administrative or legislative body or person. If it could be so resolved, the employee must decide between submitting a grievance or commencing such a proceeding because it is hereby agreed that: (a) submitting a grievance bars the employee and the Union from then or later commencing any judicial, administrative, or legislative proceeding involving the same action(s) of the District as is the subject of the grievance; and (b) commencing a judicial, administrative, or legislative proceeding bars the employee and the Union from then or later submitting a grievance involving the same action(s) of the District as is the subject of the grievance.
- 4) Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having a grievance informally adjusted without intervention of the Union. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respect be final, it shall not create a precedent or ruling binding upon either party unless consented to by the Union. The Union shall be notified of all such adjustments or grievances.

VIII. RETIREMENT INCENTIVE PLAN

For the 2003-04, 2004-05, 2005-06, and 2006-07 contract years; the Retirement Incentive Program shall be in effect for members of the Churchville-Chili Maintenance Association Unit who meet the following requirements and eligibility criteria.

1. The unit member must have been a district employee on or before March 25, 1999.
2. The unit member must meet the eligibility criteria under the New York State Public Employees' Retirement System and actually retire on or before June 30, 2004 or on or before June 30, 2005 or on or before June 30, 2006 or on or before June 30, 2007.
3. The unit member must have been a continuous full time employee (either 10 month or 12 month) of the Churchville-Chili School District for fifteen (15) years on or before the date he/she elects to retire.
4. The unit member who elects to retire must give the District sixty (60) days written notice prior to the anticipated date of retirement. Such notice shall be in

writing to the Superintendent and shall be a letter of retirement and resignation from the District.

5. Any eligible unit member who elects to retire under this plan shall receive a payment of \$5,000. If on the effective date of the unit member's retirement the unit member is not enrolled in a health benefits plan through the District, the unit member will receive a payment in the gross amount of \$5,000 (minus withholdings and deductions) within one month after his/her retirement date. If on the effective date of his retirement the unit member is enrolled in a health benefits plan through the District, then the retirement benefit shall be received through the District's payment of premiums for the unit member's health benefits coverage after retirement, until the premium payments total \$5,000.
6. This Retirement Incentive Plan shall expire fully and completely at midnight, June 30, 2007.
7. Except as otherwise provided here the payment of the retirement incentive shall be a cash payment by check to the employee. In lieu of such cash payment, the employee may elect to have such payment applied by the District to the employee's health insurance premium, should he/she elect to continue as a member of the group, up to the maximum of the unit member's incentive under the specifications listed above (#4 & #5).
8. The Retirement Incentive Plan will be offered to all employees meeting the provisions of this article and retire within the date this contract is signed and the date this contract expires. The retirement incentive will sunset at midnight on June 30, 2007.

IX. LEGAL EFFECT

1. This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the date on which this Agreement was signed, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after the date this Agreement was signed and (2) signed by a duly authorized representative of each party.
2. No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this agreement, by any means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.
3. No memorandum of understanding, memorandum of agreement, side letter or other such document shall be effective unless it is dated and signed by authorized representatives of each party on or after the date on which this Agreement was signed.

4. This Agreement shall supercede any rule, regulation or practice of the District which is contrary to or inconsistent with the terms and conditions of employment stated in this Agreement.
5. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
6. Handbook: The Board of Education policy handbook shall be made available to the employees of the Maintenance Unit by maintaining a copy in the Supervisor's Office. Any employee may see the policy Handbook at such times as the Supervisor is available.
7. Anti-Strike Provision: During the term of this Agreement, the unit members agree that there shall be no strikes, work stoppages, picket lines, slowdowns or intentional interruptions of school operation.
8. District Prerogatives: Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the School District had prior to this Agreement are vested exclusively and without limitation within the rights of the School District. These rights include, but are not limited to, direction of the maintenance employees, the right to hire, assign, promote, transfer, lay off, discipline, suspend or discharge for proper cause, and plan, direct and control the various operations of the maintenance and custodial department of the School District.

The District agrees to give written notice to CCMA of any permanent changes in current work rules, general schedules and general work hours before adopting the same, and to adhere to the provisions of state federal law with respect to changes in terms and conditions of employment.

9. 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 ANY ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. 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 ANY ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

XI. COPIES OF THE AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and given to all unit members now or hereafter employed by the Board, within a reasonable time after its execution. Ten (10) copies will be given to the Association for its use.

XII. LENGTH OF CONTRACT

This Agreement shall be in force and effect from April 21, 2004 until June 30, 2007, provided that the wage increases set forth in Article IV shall be retroactive to July 1, 2003. This Agreement shall automatically be renewed for successive periods of twelve (12) months following June 30, 2007, unless, no later than February 1, 2007 (or February 1 of any extended year of this Agreement) either party shall serve written notice upon the other that it desires cancellation, modification or revision of the Agreement.

CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT		CHURCHVILLE-CHILI MAINTENANCE ASSOCIATION	
BY: <u>Auremaio Spadofra</u>	BY: <u>Daniel Hunt</u>		<u>5/26/04</u>
SUPERINTENDENT		ASSOCIATION PRESIDENT	

3/26/04

**CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT
MAINTENANCE ASSOCIATION CONTRACT**

APPENDIX A – HIRE-IN SCHEDULE

The following schedule is to be used for hire-in purposes only.

Civil Service Title	Hourly Range
Cleaner	\$8.27 - \$9.27
Head Custodian	\$11.00-12.00
Groundsman	\$9.57 - \$10.57
Head Groundsman	\$11.17 - \$12.17
Maintenance Mech I	\$12.45 - \$13.45
Maintenance Mech II	\$11.00-12.00
Laborer (Courier)	\$9.58 - \$10.58
Auto Mechanic	\$12.50-13.50
Auto Mechanic Helper	\$9.57 - \$10.57
Watchman	\$8.64 - \$9.64
Sentry I	\$14.50-\$15.50

If the District hires a new employee above the hourly rate of existing unit members with the same civil service classification, then the District will increase the rate of pay of all unit members surpassed by the new hire to the same rate of pay. The District will consult the Association President to request an exception to the guidelines of Section C in this article.

