



Cornell University  
ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Johnson City Central School District and Johnson City Confidential Employees Association, NEA/NY (2005) (MOA)**

Employer Name: **Johnson City Central School District**

Union: **Johnson City Confidential Employees Association, NEA/NY**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

PERB ID Number: **8582**

Unit Size: **7**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

WC | 8582

**Johnson City, New York**

**AGREEMENT BETWEEN THE  
JOHNSON CITY CENTRAL SCHOOL DISTRICT**

**AND**

**THE JOHNSON CITY CONFIDENTIAL EMPLOYEES  
ASSOCIATION**

**JULY 1, 2005 - JUNE 30, 2009**

**RECEIVED**

DEC 18 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

7



## TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
ARTICLE I - Recognition.....	1	ARTICLE VI - General Provisions...	10-13
ARTICLE II - General Provisions.....	1	1. Seniority .....	10-11
1. No Strike Provision .....	1	2. Transfers & Promotions .....	11
2. Individual Negotiations .....	1	3. Layoffs.....	11-12
ARTICLE III - Association Rights .....	1	4. Evaluation Procedure.....	12
ARTICLE IV - Salaries .....	1-3	5. Resignation.....	12
1. Salaries .....	1	6. Labor/Management Mtgs.....	12
2. Longevity Increment .....	2	7. Payroll Deductions.....	12
3. Minimum Pay .....	2	8. Personnel Changes.....	12
4. Work Week / Flex Time .....	2	9. Training Courses.....	12
5. Overtime/Compensatory Time .....	2	10. Safety Committee.....	12
6. Salary Statement.....	2		
7. New Hires into Unit.....	2	ARTICLE VII - Grievance	
8. Student-Related Injury .....	2	Procedure.....	13-14
9. Substitutes .....	3	ARTICLE VIII - Duration of	
ARTICLE V - Fringe Benefits.....	3-9	Agreement .....	15
1. Sick Leave .....	3-4	MEMORANDUM OF UNDERSTANDING	
2. Personal Leave .....	4-5	PERFORMANCE EVALUATION FORM	
3. Floating Comp. Day .....	5		
4. Family Medical Leave Act .....	5		
5. Jury Duty .....	5		
6. Bereavement .....	5		
7. Leave of Absence .....	5		
8. Vacations .....	6		
9. Holidays .....	6		
10. Religious Observance .....	6		
11. Health Ins. & Dental Ins. ....	7		
12. Life Insurance .....	8		
13. Education Fund .....	8		
14. Tuition For Children Of Employees..	8		
15. Retirement .....	8		
16. Accumulation of Time .....	9		
17. Injuries While on Duty .....	9		
18. Work Day .....	9		



# **COLLECTIVE NEGOTIATING AGREEMENT**

The following is the 2005 - 2009 Agreement between the Johnson City School District (hereinafter referred to as the "District") and the Johnson City Confidential Employees Association (hereinafter referred to as the "Association").

## **ARTICLE I - Recognition**

The District hereby recognizes the Johnson City Employees Association/NEA/NY as the exclusive negotiating representative of all employees in the Confidential Employees Association. The District further agrees to afford to the Association, unchallenged representation status for the duration of this Agreement.

## **ARTICLE II - General Provisions**

- 1. No Strike Provision** - Neither the Association nor any employee covered by this Agreement shall engage in a strike, cause, instigate, encourage or condone any illegal concerted activity defined by the law or the Public Employment Relations Board to be contrary to Article 14 of the Civil Service Law.
- 2. Individual Negotiations** - During the term of this Agreement, there shall be no demand on the part of an individual member of the bargaining unit for collective or individual negotiations on any matter or issue, included or not covered by this Agreement or for the renegotiation of any provision of this agreement.

## **ARTICLE III - Association Rights**

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

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

## **ARTICLE IV - Salaries**

- 1. Salaries**
  - A.** Employees will receive a 4.0% salary increase each year of the agreement for 2005-2006, 2006-2007, 2007-2008, and 2008-2009.

## 2. Longevity Increments

Longevity increments will be paid at the beginning of the following years of service: five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30).

- For 2005-2006 the longevity increments will be \$1,248.
- For 2006-2007 the longevity increments will be \$1,298.
- For 2007-2008 the longevity increments will be \$1,350
- For 2008-2009 the longevity increments will be \$1,404.

## 3. Minimum Pay

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

## 4. Work Week/Flex Time

**Workweek:** The normal work week shall be from Monday through Friday (five (5) consecutive days, with two (2) consecutive days off).

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

## 5. Overtime/Compensatory Time

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

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

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

## 6. Salary Statement

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

## 7. New Hires into Unit

Salaries of all new hires into the Johnson City Confidential Employees unit will be negotiated.

## 8. Student-Related Injury

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

9. **Substitutes**

**CATEGORY A** \* Definition: Asked to substitute for a clerical staff person for one day or more.

Pay Rate

Substituting for Clerical 1 or Confidential staff person:

[Formula: Step 7 - Clerical 1 ÷ 260 workdays/yr. ÷ 7 hrs./day]

Substituting for Clerical 2 staff person:

[Formula: Step 7 - Clerical 2 ÷ 260 workdays/yr. ÷ 7 hrs./day]

**CATEGORY B** \* Definition: Requested to do a specific job using the knowledge of previous employment or to train another staff member.

Pay Rate:

[Formula: Category A - Clerical 1 Rate x time and a half (150%)]

\* Category to be determined by supervisor

**ARTICLE V - Fringe Benefits**

1. **Sick Leave**

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

**A. All Employees**

Employees shall be entitled to twelve (12) sick days per annum which may be accumulated to a total of two hundred eleven (211) days.

**B. Doctor's Certificate**

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

---



### C. Sick Leave Bank

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

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

Additionally, this employee will not be eligible to access the bank for two (2) years after joining. The District will match each day donated by employees for year one and year two and for new employees.

**Eligibility To Use The Bank:** The employee must have worked in the District for a period of two years to be eligible to use the bank. The employee must exhaust all personal sick leave days. The employee is not required to use personal days or vacation. The employee must be out of work for a period of at least twenty (20) days (paid or unpaid). The employee will be paid retroactive to the first day of unpaid absence. In order to use the sick leave bank, an employee must obtain an application from the District Payroll Department. The employee must fill out the application and present it along with a note from his/her Doctor as to the reason for the absence and the anticipated return date.

The District may, at its expense, ask the employee to see a District-appointed doctor. The maximum number of days that can be used is one hundred eighty (180) in any fifteen (15) year period. The bank may not be used for elective surgery which could be performed at a time when school is not in session.

### 2. Personal Leave

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

- Serious illness in the immediate family \*
- Death in the immediate family \*
- Appearance in court
- Required presence of employee at child's educational institution
- Emergencies within the family, such as fire, flood, etc.
- College graduation of a spouse or child, in which case personal leave will be limited to one (1) day
- Moving
- Employees required to work on snow days can use a personal day when school is closed for a snow day.

\* "immediate family" shall mean any parent, grandparent, sister or brother, aunt or uncle, niece or nephew, child, spouse, in-law, or person residing in the same household.

**2. Personal Leave** *(continued)*

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

**A. All Employees**

All employees shall be entitled to three (3) personal leave days per annum.

**B. Unused Personal Days**

Unused personal days may be accumulated as sick days.

**3. Floating Compensatory Day**

All employees will receive one (1) floating compensatory day after the first year of service; two (2) floating compensatory days after two years of service, and three (3) floating compensatory days after three years of service and each year thereafter.

**4. Family Medical Leave Act (FMLA)**

The Family Medical Leave Act provides certain benefits to those employees who qualify. The Act does not apply to employees working less than 1250 hours year. It provides a limited amount of time without pay but with continued paid health insurance coverage for personal illness, care for a child, or care for spouse, child or parent who is seriously ill.

If an employee wishes to apply for such a benefit, he/she must do so through the business office.

**5. Jury Duty**

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

**6. Bereavement**

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

**7. Leave of Absence**

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

**8. Vacations**

All employees will receive ten (10) vacation days after the first year of service and twenty (20) days after two years of service and thereafter.

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

The maximum allowable earned vacation for any member of the bargaining unit shall be four (4) weeks. A holiday occurring during a vacation period shall not be charged to vacation.

**9. Holidays**

Full time employees shall receive the following paid holidays:

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

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

**10. Religious Observance**

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

**11. Health Insurance and Dental Insurance**

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

The District shall continue to provide a Health Insurance Plan at a level of benefits equal to or in excess of the Health Insurance Plan in existence during the school year 1992-1993. Should the District, in consultation with all appropriate employee organizations, choose to elect a new carrier, the District guarantees that there will be no diminution of any insurance benefits previously enjoyed.

**Insurance Buyout** - The District will offer an insurance buyout alternative program for employees. The choice for the buy-back and alteration of that choice must occur in accordance with the timetable and rules for selection change established in the IRS 125 Plan document developed by the parties. To participate, the employee must fill out the current "Insurance Alternative Form" and submit to the District Business Office. This selection must occur in September of each plan year, effective October 1 of each year.

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

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

**New employees** - Health and dental insurance coverage begins the first day of the next month after the employee is hired, if the hire date is after the first of the month.  
(Example: Hired May 1st - coverage begins May 1st; hired May 2nd - coverage begins June 1st.)

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

Employees on deduct time who provide a doctors excuse will continue to receive health benefits for three (3) months (FMLA) at the regular rate. Following that period the person will be placed on a leave of absence and must pay for his/her insurance.

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

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

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

**12. Life Insurance**

The District will provide a group benefit life insurance plan for the unit that provides one-hundred thousand dollars (\$100,000) of term life insurance or coverage as provided by the age reduction schedule as indicated in the insurance contract.

**13. Education Fund**

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

**14. Tuition For Children Of Employees**

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

**15. Retirement**

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

**Retirement Allowance**

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

1. Any employee who is at least fifty-five (55) years of age or older and who has been employed by the Johnson City Central School District for at least fifteen (15) years is eligible to receive a retirement allowance when they retire.
  - A. The employee who is enrolled in the health insurance program with the premium fully paid by the district shall, upon retirement, continue with the same health coverage at the same contributory rate, if any, as an active full-time employee.
  - B. The employee shall receive ten thousand dollars (\$10,000) plus one hundred fifty dollars (\$150) for each year of service.
  - C. When an employee quits or retires, the school district will pay an employee not more than forty (40) days of accumulated vacation time.
  - D. The employee shall provide the Board of Education with a notice of intent to resign for retirement purposes at least 90 days in advance of the effective retirement date.
  - E. Insurance Rights Upon Death - The survivor dependents of a retiree have the right to participate in the District insurance plan. It is understood that the survivor dependent will pay 100% of the premium cost.

**16. Accumulation of Time**

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

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

**17. Injuries While on Duty**

Employees who are disabled as a result of accident or occupational disease, arising out of and in the course of employment, shall be paid their regular salary during the period they are determined to be disabled and entitled to compensation benefits by the Workmen's Compensation Board, without loss of accrued sick leave. Workmen's Compensation benefits to which employees would be otherwise entitled, shall be reimbursed to the District as required by law.

1. The right to receive regular salary shall terminate at such time as the employee is determined to be able to resume employment, by the Workmen's Compensation Board, except that, in any event, regular salary, under this provision, shall not be payable for a period in excess of one year.
2. Payments hereunder shall not be made for any period during which an employee is retired, nor as terminal leave.

**18. Work Day**

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

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

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

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

All employees will receive a one hour duty free lunch period.

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

## **ARTICLE VI - General Provisions**

### **1. Seniority**

#### **A. Definitions**

The following definitions apply to all competitive titles.

##### **1. Seniority**

Seniority is defined as:

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

##### **2. Permanent Employment Date**

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

#### **B. Seniority Lists**

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

Ties will be broken according to the following recorded criteria:

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

#### **C. Service Time Computation**

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

- 1.** Credit toward seniority is given for unpaid leaves of absence up to one month.

**C. Service Time Computation** *(continued)*

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

**2. Transfers and Promotions**

**A. Postings**

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

**B. Filling Positions**

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

**3. Layoffs**

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

**A. Notification**

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

**B. Layoff**

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

**C. Reinstatement**

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



**3. Layoffs** *(continued)*

**D. Reinstatement Refusal**

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

**4. Evaluation Procedure**

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

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

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

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

**5. Resignation**

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

**6. Labor/Management Meetings**

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

**7. Payroll Deductions**

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

**8. Personnel Changes**

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

**9. Training Courses**

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

**B.** Employees will attend the Superintendent's Conference Days in September and March. A program will be designed for that day. These days are mandatory workshops.

**10. Safety Committee**

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

## **ARTICLE VII - Grievance Procedure**

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

### **Section I - Definitions**

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

### **Section II**

#### **Level I**

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

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

#### **Level II**

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

**Section II** *(continued)*

**Level III**

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

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

The Board of Education shall conduct a formal hearing and hold a formal conference. Within thirty (30) days of receipt of the Appeal, the Board of Education shall render its decision in writing to the grievant and the Association. The decision of the Board of Education shall be final and binding on all parties to this procedure.

**ARTICLE VIII - Duration of Agreement**

PURSUANT TO SECTION 204-A OF THE CIVIL SERVICE LAW, ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PREVENT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This Agreement, entered into this 23rd day of August, 2005, shall remain in full force and effect from July 1, 2005 to midnight June 30, 2009, shall be the full and complete Agreement between the parties and shall not be modified or breached in any way whatsoever except by the mutual agreement of the parties in writing.

**Johnson City Central School District**

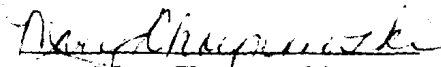
Date: August 23, 2005

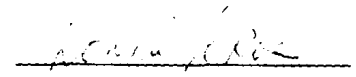
By:   
Superintendent

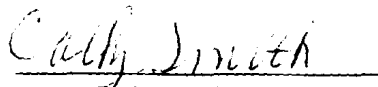
**Johnson City Confidential Employees Association**


Date: August 23, 2005


  
Darlene Salata

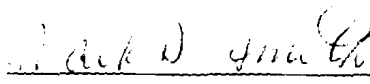
  
Mary Choynowski

  
Donna Tokos

  
Cathy Smith

  
Christine Smka

  
Jacqueline Richards

  
Mark Smith

**MEMORANDUM OF UNDERSTANDING**

**CONTRACT 2003-2007**

**CONTRACT UPDATE FOR 2003-04 AND 2004-05**

This agreement shall be in effect during the period beginning July 1, 2003 and ending June 30, 2007.

The changes for the period 2003-2005 concern salary items and the changes noted below. It is agreed that salaries will be increased by 3.75% during the 2003-04 and 2004-05 school years.

In addition, changes in co-pays for prescriptions, effective August 1, 2003:

<u>Retail Pharmacy</u>	\$ 5.00	Generic Drugs	Tier 1
	15.00	Brand Drugs	Tier 2
	30.00	Brand Drugs	Tier 3

The above drugs are only for a one month supply.

<u>Mail Order</u>	\$ 0.00	Generic Drugs	Tier 1
	5.00	Brand Drugs	Tier 2
	20.00	Brand Drugs	Tier 3

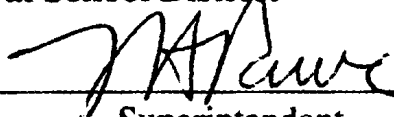
The above drugs are for a 90 day supply if filled by mail order.

Health Insurance deductible changes effective January 1, 2004:

Non-instructional	\$75 individual	\$225 family
Instructional	\$100 individual	\$300 family


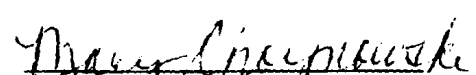
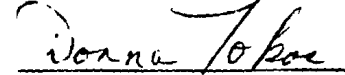


This District agrees to enter into negotiations to be effective on and after July 1, 2005 to determine salaries for the remaining two years of the contract, 2005-06 and 2006-07.

**Johnson City Central School District**

Date: July 8, 2003 By:   
Superintendent

**Johnson City Confidential Employees Association**

Date: July 8, 2003

<u></u> Darlene Salata	<u></u> Mary Choynowski	<u></u> Donna Tokos
<u></u> Cathy Smith	<u></u> Chris Srnka	

## PERFORMANCE EVALUATION

Last Name	First Name	Mid. Init.	Social Security Number	Position/Title
_____	_____	_____	____-____-____	_____
School/Department	Evaluation Period	Check One	Appraiser's Signature	Supervisor/Reviewer Signature (Administrator)
_____	From ____/____/____	Probationary	1. _____	1. _____
	To ____/____/____	Annual	2. _____	2. _____

**Directions:**

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

**Performance Categories**

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

**A. Job Skills**

**Performance Categories**

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

**B. Supervisory Skills**

**Performance Categories**

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

**C. Personal Attributes**

**Performance Categories**

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

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

**D. Explanations by Supervisor**

---



---



---



---



---

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

---



---



---



---



---

Signature of Administrator

Position

Date

Signature of Employee

Position

Date

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





