



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

Contract Database Metadata Elements

Title: **Chittenango Central School District and Chittenango Central School District Custodial and Maintenance Unit, AFSCME New York Council 66, Local 2630 (2006)**

Employer Name: **Chittenango Central School District**

Union: **Chittenango Central School District Custodial and Maintenance Unit, AFSCME New York Council 66**

Local: **2630**

Effective Date: **07/01/06**

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

PERB ID Number: **4773**

Unit Size: **34**

Number of Pages: **46**

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/>

AGREEMENT
BETWEEN

SUPERINTENDENT OF SCHOOLS,
CHITTENANGO CENTRAL SCHOOL DISTRICT

and

LOCAL 2630A, COUNCIL 66



RECEIVED

JUL 1 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2006 - June 30, 2009



TABLE OF CONTENTS

		PAGE
PREAMBLE		1
ARTICLE I	RECOGNITION	1
ARTICLE II	SECURITY, CHECK-OFF AND AGENCY SHOP	1
Section 1	AFSCME Local 2630	1
Section 2	Check-Off of AFSCME Local 2630 Dues	1
Section 3	Agency Shop	2
Section 4	Orientation Package	3
ARTICLE III	NO STRIKES - NO LOCKOUTS	3
Section 1	Strikes	3
Section 2	Lockouts	3
ARTICLE IV	MANAGEMENT RIGHTS	3
ARTICLE V	STATUTORY PROVISION	3
ARTICLE VI	NON-DISCRIMINATION	4
Section 1	Non-Discrimination	4
Section 2	Male Gender	4
Section 3	Employer Policy	4
Section 4	AFSCME Local 2630 Policy	4
ARTICLE VII	AFSCME LOCAL 2630 REPRESENTATION	4
Section 1	AFSCME Local 2630 Visitation	4
Section 2	AFSCME Local 2630 Meetings/Activities	5
Section 3	Leave for Union Business	5
ARTICLE VIII	SENIORITY	5
Section 1	Definition	5
Section 2	Working Force	5
Section 3	Probation	5
Section 4	Continuous Service	6
Section 5	Voluntary Quit	6
Section 6	Termination	6
Section 7	Seniority List	6
ARTICLE IX	HOURS OF WORK	6
Section 1	Definition	6
Section 2	Regular Hours	7

Section 3	Work Week	7
Section 4	Work Day	7
Section 5	Work Shift	7
Section 6	Work Schedule	7
Section 7	Overtime	8
Section 8	Lunch and Rest Periods	8
Section 9	Third Shift Premium Rate	8
Section 10	Part-Time Prohibition	9
ARTICLE X	RATES OF PAY	9
Section 1	Hourly Rate Schedule	9
Section 2	Payday	10
Section 3	Longevity	10
Section 4	Asbestos Handling Premium	10
ARTICLE XI	WORK FORCE CHANGES	10
Section 1	Job Vacancies - Competitive Civil Service	10
Section 2	Promotion and Filling of Vacancies - Non-Competitive and Labor Classification	11
Section 3	Layoff	12
Section 4	Temporary and Long-Term Substitutes	13
ARTICLE XII	GRIEVANCE AND ARBITRATION PROCEDURE	14
Section 1	Definitions	14
Section 2	General Procedures	14
Section 3	Step Procedures	15
ARTICLE XIII	STEWARDS AND GRIEVANCE COMMITTEE	16
Section 1	Stewards	16
Section 2	Grievance Committee	17
Section 3	Labor-Management Committee	17
ARTICLE XIV	WORK RULES	17
Section 1	Change of Work Rules	17
Section 2	Compliance	17
ARTICLE XV	HOLIDAYS	18
Section 1	Holidays	18
Section 2	Eligibility	18
Section 3	Holiday Pay	19
Section 4	Pay For Holiday Work	19
Section 5	Overtime Computation	19
Section 6	Holiday Work Assignment	19
Section 7	Inclement Weather	19

ARTICLE XVI	VACATIONS	19
Section 1	Vacation Schedules	19
Section 2	Vacation Eligibility	20
Section 3	Vacation Qualification	20
Section 4	Vacation Pay	20
Section 5	Vacation Year	21
Section 6	Holiday During Vacation	21
Section 7	Vacation Liquidation and Separation	21
ARTICLE XVII	ILLNESS OR DEATH IN THE EMPLOYEE'S FAMILY	21
Section 1	Illness In Immediate Family	21
Section 2	Death In Immediate Family	21
Section 3	Definition Of Immediate Family	22
Section 4	Other Family Deaths	22
Section 5	Use of Sick Leave	22
ARTICLE XVIII	SICK LEAVE	22
Section 1	Amount	22
Section 2	Accumulation	22
Section 3	Medical Certification	22
Section 4	Retirement/Disability/Death Benefit	22
Section 5	Sick Leave	23
Section 6	Sick Bank	23
ARTICLE XIX	UNPAID LEAVES	25
Section 1	Policy	25
Section 2	Request	25
ARTICLE XX	PERSONAL LEAVE	25
Section 1	Amount	25
Section 2	Restriction	25
Section 3	Accumulation	26
ARTICLE XXI	JURY DUTY	26
ARTICLE XXII	MILITARY LEAVE	26
ARTICLE XXIII	PARENTING LEAVE	26
Section 1	Intent To Return	26
Section 2	Insurance	26
Section 3	Use Of Sick Leave	27
ARTICLE XXIV	RETIREMENT PLAN	27

ARTICLE XXV	HEALTH, DENTAL, DISABILITY AND LIFE INSURANCE PLANS	27
Section 1	Health/Dental Insurance	27
Section 2	New York State Disability Insurance	29
Section 3	Term Life Insurance	29
Section 4	Purchased Life Insurance	29
ARTICLE XXVI	FAMILY MEDICAL LEAVE	30
ARTICLE XXVII	GENERAL PROVISIONS	31
Section 1	Union Use Of Bulletin Boards	31
Section 2	Administration Use of Bulletin Boards	31
Section 3	Tools	31
Section 4	Security	31
ARTICLE XXVIII	DISCIPLINE AND DISCHARGE	32
Section 1	Steps	32
Section 2	Procedure	32
ARTICLE XXIX	SAFETY AND HEALTH	32
Section 1	Policy	32
Section 2	Safety Committee	33
Section 3	Safety Equipment	33
Section 4	Eyeglasses	33
ARTICLE XXX	SAVINGS CLAUSE	33
ARTICLE XXXI	TOTAL AGREEMENT	33
ARTICLE XXXII	TERMINATION AND MODIFICATION	33
	NON-DISCRIMINATION	34
	TITLE IX COMPLIANCE STATEMENT	34
	AGREEMENT CERTIFICATION	35
	TEMPORARY AND LONG-TERM SUBSTITUTES	36
	MEMORANDUM OF UNDERSTANDING - LAYOFF	38

PREAMBLE

This agreement, entered into by the Chittenango Central School District, hereinafter referred to as the "Employer," and the AFSCME Local 2630, affiliated with AFSCME New York Council 66, has as its purpose the promotion of harmonious relations between the Employer and AFSCME Local 2630; the establishment of an equitable and peaceful procedure for the determination of their terms and conditions of employment; and the administration of grievances arising thereunder as established by the Taylor Law.

ARTICLE I RECOGNITION

The Employer recognizes AFSCME Local 2630 and AFSCME New York Council 66 as the sole and exclusive collective bargaining agent for the purpose of employment and the administration of grievances arising thereunder for the term of this agreement for all custodial and maintenance employees of the employer.

ARTICLE II SECURITY, CHECK-OFF AND AGENCY SHOP

SECTION 1. AFSCME LOCAL 2630

Each employee who, on the effective date of this agreement is a member of the AFSCME Local 2630, may maintain his membership in the AFSCME Local 2630 for the duration of this agreement. Each employee hired on or after the execution of this agreement may become a member of the AFSCME Local 2630 thirty (30) days after his/her hiring date or the effective date of this agreement, whichever is later, and maintain membership in the AFSCME Local 2630 for the duration of the agreement.

SECTION 2. CHECK-OFF OF AFSCME LOCAL 2630 DUES

a. All employees who are members of the AFSCME Local 2630 shall tender their membership dues to the AFSCME Local 2630 by signing the authorization for payroll deduction of AFSCME Local 2630 dues form provided by the AFSCME Local 2630.

b. The employer agrees to deduct AFSCME Local 2630 membership dues in accordance with the amount certified by the AFSCME Local 2630 to the employer and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of AFSCME Local 2630 dues provided by the AFSCME Local 2630 from the pay of all employees who have executed such authorization for payroll

deduction of AFSCME Local 2630 dues.

c. Payroll deduction of AFSCME Local 2630 dues under the properly executed authorization for payroll deduction of AFSCME Local 2630 dues form shall become effective at the time the form is signed by the employee and shall be deducted each pay period thereafter from the pay of the employee.

d. The total deductions of all members together with the list from whom dues have been deducted shall be remitted to the treasurer of Council 66 at 300 Air Park Drive-Suite 100, Rochester, New York 14624, on or before the tenth (10th) of the following month.

e. Revocation of authorization cards shall be subject to conditions contained thereon.

f. Any change in the amount of AFSCME Local 2630 dues to be deducted must be certified by the AFSCME Local 2630 in writing and be forwarded to the employer.

g. The AFSCME Local 2630 shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in compliance with any of the provisions of this article.

SECTION 3. AGENCY SHOP

a. Any present or future employee who is not a union member shall pay to the union each month a service charge which shall be called an Agency Shop fee. Such Agency Shop fee shall be an amount equal to the regular monthly dues of this union.

b. The employer agrees to deduct Agency Shop fees each pay period from the pay of the employees.

c. The total deductions from all non-members together with the list from whom fees have been deducted shall be remitted to the treasurer of Council 66 at 300 Air Park Drive-Suite 100, Rochester, New York 14624 on or before the tenth (10th) of the following month.

d. The AFSCME Local 2630 shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in compliance with any of the provisions of this article.

SECTION 4. ORIENTATION PACKAGE

a. The employer agrees to provide to each new employee an orientation package containing a current collective bargaining agreement (provided by the union), a retirement system application, a copy of the employee policies and practices handbook and the appropriate medical insurance forms.

**ARTICLE III
NO STRIKES - NO LOCKOUTS**

SECTION 1. STRIKES

The AFSCME Local 2630 does hereby affirm the policy that it will not accept the right to strike against the employer nor will it condone, assist or participate in any such strike by the employees nor will it impose any obligation of said employer to condone, assist or participate in a strike during the term of this agreement.

SECTION 2. LOCKOUTS

Accordingly, the employer agrees that during the term of this agreement, there shall be no lockouts of employees.

**ARTICLE IV
MANAGEMENT RIGHTS**

The management of the district and the direction of its employees, including the right to plan and direct operations, schedule and assign work, determine methods and schedules of operations, determine work standards and maintain efficiency of employees, to hire, promote, layoff, suspend, discipline and discharge employees, are the rights of the employer, however, the employer shall comply with the provisions of this agreement and shall not discriminate against any employee because of his/her membership in the AFSCME Local 2630.

**ARTICLE V
STATUTORY PROVISION**

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

**ARTICLE VI
NON-DISCRIMINATION**

SECTION 1. NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed national origin or political affiliation. The AFSCME Local 2630 shall share equally with the employer the responsibility for applying this provision of the agreement.

SECTION 2. MALE GENDER

All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 3. EMPLOYER POLICY

The employer agrees not to interfere with the rights of employees to become members of the AFSCME Local 2630 and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of AFSCME Local 2630 membership or because of any employee activity in an official capacity on behalf of the AFSCME Local 2630 or for any other reason.

SECTION 4. AFSCME LOCAL 2630 POLICY

The AFSCME Local 2630 recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE VII
AFSCME LOCAL 2630 REPRESENTATIVE**

SECTION 1. AFSCME LOCAL 2630 VISITATION

For the purpose of administering, adjusting or interpreting the terms and conditions of this agreement, an AFSCME Local 2630 representative, whether an employee or not, shall have the right to visit the employees covered under this agreement; however, the business manager or his designee shall be notified and approve the visit. There will be no inordinate interruptions in the work of the employees.

SECTION 2. AFSCME LOCAL 2630 MEETINGS/ACTIVITIES

AFSCME Local 2630 meetings or AFSCME Local 2630 activities may be conducted during the normal working hours provided prior approval is given by the employer.

SECTION 3. LEAVE FOR UNION BUSINESS

The Union President, upon the approval of the Superintendent of Buildings and Grounds, shall be allowed time off without loss of time or pay to conduct union business, however, such leave shall not exceed three days in any one year.

ARTICLE VIII SENIORITY

SECTION 1. DEFINITION

a. Seniority is recognized as the employee's length of continuous service with the employer since last date of hire.

b. Credit for previous continuous service with the Chittenango Central School District outside of the bargaining unit shall be accumulated for purposes of vacation time allowance.

SECTION 2. WORKING FORCE

It is understood and agreed that in all cases of increase or decrease of forces, length of continuous service shall govern, so long as the employee has demonstrated satisfactory ability to perform the work available. It is understood and agreed that in all cases of promotion, that where knowledge and ability to perform the work available are relatively equal, length of continuous service shall govern.

SECTION 3. PROBATION

All new employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees.

SECTION 4. CONTINUOUS SERVICE

An employee's continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is:

- a. On leave of absence.
- b. On layoff for no more than two (2) years unless the employee on layoff refuses recall to a job within the two (2) year period.
- c. Absent from and unable to perform the duties of his position by reason of a disability resulting from occupational injury or disease provided the employee returns to his employment within thirty (30) days following the final payment of statutory compensation.

SECTION 5. VOLUNTARY QUIT

Employees who absent themselves from work for a period of five (5) consecutive work days without notice to the employer shall be considered as having voluntarily quit the employ of the employer.

SECTION 6. TERMINATION

An employee shall be terminated if the employee overstays a leave of absence or vacation for other than a valid reason, unless prior to the expiration of such leave or vacation, request is made to the employer for such extension of time.

SECTION 7. SENIORITY LIST

The employer will post a seniority list showing employee's name, date of hire and job classification on appropriate bulletin boards at six (6) month intervals.

ARTICLE IX HOURS OF WORK

SECTION 1. DEFINITION

This article is intended to define the normal hours of work per day or per week or of

days of work per week.

SECTION 2. REGULAR HOURS

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this agreement shall be construed to exclude lunch periods.

SECTION 3. WORK WEEK

a. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.

b. Notwithstanding the above, one (1) split shift cleaner position shall have a work week of five (5) consecutive eight (8) hour days, Tuesday through Saturday inclusive from the Saturday after Labor Day to mid-June. The Saturday work shift shall be at the High School and shall be from 8:00 a.m. to 4:30 p.m. Monday holidays shall be observed on the following Tuesday and with the exception of the Saturday shift shall be adjusted in accordance with all other Cleaners' schedules when school is not in session. In the event that there are no applicants to fill such position, appointment shall be made from the least senior cleaner.

SECTION 4. WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from an employee's regular starting time shall constitute the regular work day.

SECTION 5. WORK SHIFT

a. The regular work shift shall consist of either four (4), five and one-half (5-1/2), six (6) or eight (8) consecutive hours of work in accordance with the established practice. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated elsewhere within this statement.

SECTION 6. WORK SCHEDULE

a. Work schedules showing the employee's shift, workday and hours shall be posted on all department bulletin boards at all times.

b. Work schedules shall not be changed unless the changes are discussed by AFSCME Local 2630 and the employer.

SECTION 7. OVERTIME

a. All work performed in excess of forty (40) hours in any one work week or in excess of eight (8) hours in any one work day shall be paid for at the rate of time and one-half (1-1/2) for hours worked: provided, however, an employee shall not be paid both daily and weekly overtime for the same hours worked.

b. All overtime will be equalized within a job classification within a building. Overtime will be rotated within titles by seniority first. If no employee is available within a title, then the employer will select by seniority from the employees in other titles in the building to work such overtime. No employee will be called for overtime if they cannot perform the work required.

c. An employee may, at his option, request that overtime hours be logged as compensation time in lieu of the payment of overtime pay. An employee may accrue a maximum of eighty (80) hours of compensation time in a fiscal year (July 1 through June 30), to be used subject to the reasonable approval of the employer. Any compensation hours remaining on the books at the end of the reporting period for the last payroll date of the fiscal year shall be converted to overtime pay, except where compensation time has been approved and scheduled for use on or before June 30. Compensation time scheduled at the end of the year (between the end of the last payroll reporting period and June 30) may not be reconverted to overtime pay or carried into the following year. The new fiscal year shall begin with the payroll reporting period for the first pay date on or after July 1.

SECTION 8. LUNCH AND REST PERIODS

a. A lunch period of one-half hour, unpaid, will be provided by the employer between the beginning of the fourth and the end of the fifth hour of the work day or at such other hours as may be mutually agreed upon.

b. One paid rest period of fifteen minutes will be granted approximately half way between the start of the work shift and the lunch period and a second paid rest period of fifteen minutes will be granted approximately half way between the end of the lunch period and the end of the work shift. Both rest periods will be paid by the employer.

SECTION 9. THIRD SHIFT PREMIUM RATE

The District agrees to pay to personnel who work the third shift an hourly premium of sixty cents (60¢) per hour for all hours between 11:00 p.m. and 7:00 a.m.

SECTION 10. PART-TIME PROHIBITION

a. The Employer shall not divide any existing full-time position held by a current employee, defined as those hired prior to July 1, 1995, into part-time positions so long as the current employee remains in the position.

b. Part-time employees who are required to work full-time shall be entitled to use 8 hours of vacation time or compensatory time for days taken off.

**ARTICLE X
RATES OF PAY**

SECTION 1. HOURLY RATE SCHEDULE

a. A three year agreement - July 1, 2006 to June 30, 2009.

<u>POSITION</u>	<u>PROBATIONARY</u>			<u>PERMANENT</u>		
	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>3.75% 7/1/06</u>	<u>3.5% 7/1/07</u>	<u>3.5% 7/1/08</u>
Cleaner	\$ 15.22	\$ 15.75	\$ 16.30	\$ 15.66	\$ 16.21	\$ 16.78
Head Cleaner	15.88	16.44	17.02	16.28	16.85	17.44
Maintenance Helper	17.18	17.78	18.40	17.58	18.20	18.84
Senior Maintenance	18.45	19.10	19.77	18.88	19.54	20.22
Head Custodian II	19.22	19.89	20.59	19.65	20.34	21.05
Head Custodian I	20.70	21.42	22.17	21.12	21.86	22.63
Building Maintenance Mechanic	21.81	22.57	23.36	22.23	23.01	23.82
BMM-Shop Foreman	24.57	25.43	26.32	25.05	25.93	26.84
Head Cleaner I	16.20	16.77	17.36	16.59	17.17	17.77

NOTE: The probationary period for rates of pay purposes is normally six (6) months in length. This probationary period may, however, be lengthened or shortened for reasons of (1) extended periods of absence, (2) credit for permanent substitute service or (3) pursuant to Civil Service Law.

Rates of Pay are based upon the following increases (July 1, 2006-June 30,2008), 3.75%, 3.5% and 3.5% respectively.

b. Employees who are promoted to a higher job title that has a lower probationary rate than the employee's former permanent rate will be saved harmless for the probationary period at the employee's former salary.

c. When any position not listed on the hourly rate schedule is established or the specifications of any existing position are materially changed, the employer will designate a job classification and new specifications. Wage rates of any new or changed job classifications will be subject to negotiations.

d. If a Head Custodian or Head Cleaner is out during a school day, the employee filling in for that position shall receive the same rate of pay for all hours worked.

SECTION 2. PAYDAY

The wages of employees shall be paid every other Friday. Paychecks shall be available on Thursday after the beginning of the afternoon shift. In the event this day is a holiday, the employer will attempt, if possible, to make paychecks available the preceding day. If the payday falls on their regular day off, the employer will attempt, if possible, to make paychecks available on the last workday of their regular work week. All paychecks shall be delivered in a sealed envelope.

SECTION 3. LONGEVITY

All regular employees will receive \$350 on their fifth anniversary and every year thereafter; a total of \$450 on their tenth anniversary and every year thereafter; a total of \$550 on their fifteenth anniversary and every year thereafter; a total of \$650 on their twentieth anniversary and every year thereafter; a total of \$750 on their twenty-fifth anniversary and every year thereafter; a total of \$850 on their thirtieth anniversary and every year thereafter; and a total of \$950 on their thirty-fifth year and every year thereafter. Such payment may be deposited in available TSA of choice with proper written authorization submitted at least 14 days prior to such payment. Effective July 1, 2007 increase all steps by one hundred dollars (\$100.00).

SECTION 4. ASBESTOS HANDLING PREMIUM

An hourly premium of \$3.00 above the regular hourly rate will be paid for all hours in which employees perform in the handling of asbestos. Such premium is to be added to the hourly rate before overtime calculations are made.

ARTICLE XI WORK FORCE CHANGES

SECTION 1. JOB VACANCIES - COMPETITIVE CIVIL SERVICE

a. When a job vacancy occurs in a Competitive Civil Service job classification,

the selection will be made in accordance with the civil service procedures until the list of candidates having successfully qualified for this position has been exhausted.

b. Present employees who meet all necessary qualifications will be given first preference. (Should one of the present custodians (as of April 20, 1977) appear on a Civil Service list and be given a probationary appointment as Head Custodian, the probationary period for said employee shall be thirty (30) days).

SECTION 2. PROMOTION AND FILLING OF VACANCIES- NON-COMPETITIVE AND LABOR CLASSIFICATION

When an opening in a non-competitive and labor classification occurs, the following procedure will be followed in filling such job opening:

a. The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b. Whenever an opportunity for promotion occurs or a job opening occurs in other than a student help or temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, building location, rate of pay and the nature of the job requirement in order to qualify. Such posting shall be for a period of not less than five (5) work days.

c. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

d. The employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority.

e. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the employer on all bulletin boards within five (5) work days of the selection by the employer and be posted for a period of at least five (5) work days.

f. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed 180 days. During the trial period the employee will be paid at the probationary rate. This trial period is not to be construed as a probationary period as defined in Article VIII Section 3 of this agreement.

If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position. Others who have been moved as a result of the first promotion shall be similarly returned to their prior position.

g. Notwithstanding summer help, temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence. Job openings that recur on a regular basis shall not be considered temporary job openings.

h. Temporary job openings in higher classifications, if filled, shall be filled by employer assignment or reassignment on the basis of seniority and qualification before a new employee or temporary employee is hired.

i. The District may employ Temporary Employees to supplement the regular work force for special projects. The period of such employment shall not exceed six months (180 days), unless mutually agreed to. The nature of the projects and work to be done shall be discussed with the Union prior to implementation. It is understood that the use of Temporary Employees for this purpose shall not result in the layoff or reduction of normal hours of any regular employee.

SECTION 3. LAYOFF

a. If it becomes necessary for the employer to reduce its work force, the layoffs will be made in the following order:

1. Temporary employees
2. Probationary employees
3. Any other regular employees holding the least seniority in the unit.

b. In order that an orderly reduction of forces can take place, the employer will notify the AFSCME Local 2630 of such impending lay-off as soon as possible for purposes of explanation and communication of such reduction.

c. The employer shall forward a list of those employees being laid off to the local AFSCME Local 2630 secretary as soon as a determination of those employees to be laid off is known.

d. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps and has the ability to do the work of the job so bumped.

f. When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

g. No new employees shall be hired until all employees on lay-off status desiring to return to work have been given the opportunity of recall.

SECTION 4. TEMPORARY AND LONG-TERM SUBSTITUTES

1. TEMPORARY SUBSTITUTES

A Temporary Substitute assignment is when a regular employee is assigned to a position when another regular employee is not present to perform his/her regular job.

Though an employee may be assigned periodically to the position as needed, the employee is approved for the higher rate of pay beginning at the first day in such position.

When a permanent employee takes on a temporary assignment, he/she will be paid either his/her current rate or the permanent rate of the new position, whichever one is higher. When a probationary employee takes on a temporary assignment, he/she will be paid either his/her current rate or the probationary rate of the new position, whichever is higher. This position shall be known as a "Temporary Substitute."

2. LONG-TERM SUBSTITUTES

If a regular employee takes a leave of absence and another regular employee is assigned to fill his/her position, the person shall be known as a "Long-Term Substitute" and requires a Board of Education appointment. Long-term substitute time will count up to two months toward a six month probation if such service is continuous. Under such circumstances, an employee must still serve up to four months to round out the six month probation period. If a long-term substitute is given a probationary appointment under continuous service, his/her seniority is from the date of the permanent substitute appointment. During the period

served as a long-term substitute, he/she shall receive the long-term rate of pay. In the event that the long-term substitute is a probationary employee at the time of appointment, he/she shall receive the probationary rate of pay until such time that he/she would have been eligible for the long-term rate in his/her former position.

ARTICLE XII GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. DEFINITIONS

1. **GRIEVANCE.** A grievance shall mean a violation of the terms and conditions of employment specifically specified in this Agreement.
2. **GRIEVANT.** A grievant is any unit employee covered by this Agreement.
3. **DAY.** Days shall mean regular working days, Monday through Friday, excepting legal holidays or other days when the District is not officially open for business.
4. **IMMEDIATE SUPERVISOR.** The immediate supervisor shall mean the Superintendent of Buildings and Grounds, or his designee.

SECTION 2. GENERAL PROCEDURES

1. All grievances shall be in writing and include the name and position of the grievant, the identify of the contract provision involved, the day and place where the alleged event(s) or condition(s) contributing to the grievance existed, the identity of the party responsible for causing said event(s) or condition(s), if known to the grievant, and a general statement of the nature of the grievance and redress sought. Failure to provide said information will preclude the processing of said grievance upon written notice from the immediate supervisor to the grievant.
2. All decisions shall be rendered in writing and shall be transmitted to the grievant.
3. For the purpose of facilitating the processing of grievances, each party will furnish the other, upon request, with any and all documents which they are required by law to furnish.
4. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without the intervention of

the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be final and binding upon the grievant, but shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

5. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.

6. Failure by the grievant to initiate or process the grievance within the specified time frames shall be considered a bar, and there shall be no right to process the grievance any further.

7. Should the employer or his representative not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer had been received within the stated time frame.

8. The filing of a grievance shall preclude the processing of the same issue in any other forum or vice versa.

SECTION 3. STEP PROCEDURES

STEP 1. WRITTEN

The AFSCME Local 2630 steward or other authorized representative of the AFSCME Local 2630, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of knowledge of its occurrence. The dispute or grievance shall be in writing to the supervisor. The supervisor shall then attempt to adjust the matter and shall respond in writing to the steward within five (5) days of receipt of the written correspondence.

STEP 2. WRITTEN

If the grievance has not been settled at Step 1, it shall be presented in writing by the AFSCME Local 2630 steward or other authorized representative of the AFSCME Local 2630 to the business administrator within five (5) work days after the supervisor's response is due. The business manager or his designee shall respond to the AFSCME Local 2630 steward or other authorized representative of the AFSCME Local 2630 in writing within five (5) work days.

STEP 3. WRITTEN

If the grievance has not been settled in Step 2, it shall be presented in writing by the AFSCME Local 2630 steward or other authorized representative of the AFSCME Local 2630 to the Superintendent of the district. The Superintendent or his designee shall respond to the AFSCME Local 2630 steward or other authorized representative of the AFSCME Local 2630 in writing within ten (10) days.

If either party requests a meeting at this step it shall be granted within five (5) days of such request.

The time limit for this Step 3 shall be set within twenty-one (21) days from their termination date of the previous Step 2 to guarantee reasonable speed in the ultimate solution of the grievance.

STEP 4. ARBITRATION PROCEDURE

If a grievance remains unresolved after Step 3, the grievant or the Union may submit said grievance in writing within fifteen (15) days from receipt of the decision at Step 3 to the Public Employment Relations Board under its Voluntary Arbitration Rules. No grievance shall be submitted in arbitration without the consent of the Union.

The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator shall be borne entirely by the losing party.

The arbitrator shall have no power to add to, subtract from, or change, any of the provisions of this Agreement, nor to render any decision which conflicts with any law, regulation, directive, or other obligation binding upon the Board, nor to imply any obligation which is not specifically set forth in this Agreement. Each demand for arbitration shall list only one (1) grievance unless the parties otherwise agree to handle several grievances for hearing before an arbitrator.

ARTICLE XIII STEWARDS AND GRIEVANCE COMMITTEE

SECTION 1. STEWARDS

Employees selected by the AFSCME Local 2630 to act as AFSCME Local 2630 representatives shall be known as "Stewards". There shall be no more than one (1) steward for each shift. The names of employees selected as stewards and the names of other AFSCME

Local 2630 officers and representatives who may represent employees shall be certified in writing to the employer by the local AFSCME Local 2630 and the individuals so certified shall constitute the AFSCME Local 2630 Grievance Committee. An alternate steward shall be appointed to substitute for each regular steward when absent.

SECTION 2. GRIEVANCE COMMITTEE

The Grievance Committee shall consist of two (2) employees, designated by the AFSCME Local 2630, who will be afforded such time off, with pay, as may be required to:

- a. Attend scheduled joint Grievance Committee meetings.
- b. Attend meetings with management pertaining to discharges or other matters which cannot reasonably be delayed until the time of the next regular meeting.
- c. Investigate and process grievances where needed with prior approval of the employee's building custodian or the superintendent of buildings and grounds. Such approval shall not be unreasonably withheld.

SECTION 3. LABOR-MANAGEMENT COMMITTEE

The Grievance Committee shall act as labor's representative at Labor-Management Committee meetings.

ARTICLE XIV WORK RULES

SECTION 1. CHANGE OF WORK RULES

The employer agrees that new work rules or changes in existing rules shall not become effective until they have been discussed with the AFSCME Local 2630 and thereafter posted prominently on the bulletin board for a period of five (5) consecutive work days.

SECTION 2. COMPLIANCE

Employees shall comply with all existing rules that are not in conflict with the terms of this agreement. Work rules will be uniformly applied and enforced.

**ARTICLE XV
HOLIDAYS**

SECTION 1. HOLIDAYS

a. All eligible employees covered by this agreement shall be entitled to the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
July 3rd or 5th	Day Before or After Christmas
July 4th	Christmas Day
Labor Day	

b. All Saturday holidays observed on Friday and all Sunday holidays observed on Monday.

c. The parties agree to determine by mutual consent whether the day before Christmas or the day after Christmas will be a holiday by no later than December 10th of each year.

SECTION 2. ELIGIBILITY

a. Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick leave; and
2. The employee worked his last scheduled day off or during his vacation, he shall receive one (1) additional day's vacation at a time mutually agreed upon by the employer and the employee.

b. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall receive one (1) additional day's vacation at a time mutually agreed upon by the employer and the employee.

SECTION 3. HOLIDAY PAY

Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

SECTION 4. PAY FOR HOLIDAY WORK

If an employee works on any of the holidays listed above, he shall be paid, in addition to his holiday, time and one-half (1-1/2) for all hours worked.

SECTION 5. OVERTIME COMPUTATION

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

SECTION 6. HOLIDAY WORK ASSIGNMENT

If an eligible employee who is scheduled to work on any such holiday fails to report or perform his scheduled or assigned work, he shall be ineligible for pay for the unworked holiday, unless his failure to report or perform such scheduled or assigned work was due to proven sickness or because of death in the immediate family (See Article XVII).

SECTION 7. INCLEMENT WEATHER

If school is closed in the morning for inclement weather, other than the first shift employees will be advised of a plan to report.

Employees will be allowed to report up to a half-hour late without loss of pay where weather poses a major problem for employee to arrive at work on time.

If employees are sent home early due to inclement weather, they shall be paid for the balance of the shift.

ARTICLE XVI VACATIONS

SECTION 1. VACATION SCHEDULES

Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice): but the final right to allot vacation periods and to change such allotments is exclusively reserved to the employer in order

to insure the orderly operation of the district. Special consideration shall be afforded to those employees providing a compelling reason for securing a vacation preference. In cases where, due to the operational needs of the District, an employee is asked to delay a requested vacation period, he/she shall be allowed to carry-over five (5) vacation days into the next vacation year.

SECTION 2. VACATION ELIGIBILITY

Employees covered by this agreement shall be granted vacation time off on the following basis:

- a.
 1. All employees with less than one (1) year of service prior to July 1st will receive a pro-rated amount of vacation based on .833 days per month.
 2. All employees hired prior to the 16th of any month will accrue vacation time beginning with the 1st of that month.
- b. One (1) year of service but less than eight (8) years = 10 working days.
- c. Eight (8) years of service but less than fifteen (15) years = 15 working days.
- d. Fifteen (15) years of service or more = 20 working days.
- e. Vacation will be credited on July 1st of each year. All employees completing either their eighth year of service or fifteenth year of service after July 1st will also receive a pro-rated amount of vacation based on .417 days for each month until the next July 1st.

SECTION 3. VACATION QUALIFICATION

Employees earn vacation based on time worked in the preceding fiscal year. Continuous unpaid absences of one month or longer will be deducted from the employee's annual entitlement on a pro-rated basis. Periods of absence due to compensable illness or injury are counted as days worked for the purpose of vacation entitlement.

SECTION 4. VACATION PAY

- a. The rate of vacation pay will be computed at the employee's regular hourly rate at the time of vacation.

b. Each week of vacation will be five (5) consecutive working days, Monday through Friday, unless agreed to be otherwise.

SECTION 5. VACATION YEAR

Vacation will be taken during the vacation year in which the employee is entitled to vacation. Vacations shall be taken when school is not in session unless otherwise agreed to between the parties. Vacations will not be cumulative.

SECTION 6. HOLIDAY DURING VACATION

If a holiday occurs during the calendar week in which the employee has been scheduled to take his vacation, he shall receive one (1) additional day's vacation, at a time mutually agreed upon by the employer and the employee.

SECTION 7. VACATION LIQUIDATION AND SEPARATION

In the event an employee separates from the service of the employer, his/her accumulated vacation shall be compensated on a pro-rated basis. Employees shall receive 1/12th of their annual vacation eligibility (consistent with Section 2 of this Article) for each month of completed service since the start of the fiscal year in which he/she separates from service. In the event the effective date of separation is prior to the 16th day of a given month, no credit shall be extended for that month. In the event the effective date of separation is the 16th day of a given month or later, full credit (1/12) shall be extended for that month.

ARTICLE XVII ILLNESS OR DEATH IN THE EMPLOYEE'S FAMILY

SECTION 1. ILLNESS IN IMMEDIATE FAMILY

All employees will be allowed three (3) days absence each school year for illness in the employee's immediate family without loss of pay. Such days are not accumulative.

SECTION 2. DEATH IN IMMEDIATE FAMILY

Each employee shall be granted up to three (3) days leave with full pay for each death in the immediate family. Such leave shall not be accumulative and shall be taken at time of death or funeral.

SECTION 3. DEFINITION OF IMMEDIATE FAMILY

Immediate family for purposes of items 1 and 2 consists of: wife, husband, son, daughter, father, mother, brother, sister, guardian, legal dependent, father-in-law and mother-in-law.

SECTION 4. OTHER FAMILY DEATHS

Employees will be allowed three (3) days absence each year school year for deaths in the family other than those specified in Section 3 without loss of pay. Such days are not accumulative.

SECTION 5. USE OF SICK LEAVE

If an employee feels he/she needs additional time off due to a death or illness in the family, up to twelve days are available. Such days so used shall be deducted from current or accumulative sick leave.

ARTICLE XVIII SICK LEAVE

SECTION 1. AMOUNT

All employees covered by this agreement shall be allowed one (1) day per month, twelve (12) days per year, for personal illness, such days shall begin immediately following the employee's appointment.

SECTION 2. ACCUMULATION

These days are cumulative up to two hundred twenty (220) days.

SECTION 3. MEDICAL CERTIFICATION

A physician's certificate may be required for any personal illness after three (3) consecutive days or after any intermittent eight (8) days within a one (1) year period.

SECTION 4. RETIREMENT/DISABILITY/DEATH BENEFIT

Employees who have completed ten (10) or more consecutive years in the school district are eligible for a benefit at the time of retirement, disability or death amounting to 25% of their present salary. This will be paid within sixty days of official termination of

employment to him/her or in the case of death, to his/her recognized beneficiary.

Retirement is defined as officially retiring and eligible to draw benefits immediately under the New York State Employees' Retirement System and/or Social Security System.

Disability causing the employee to leave the job will also be determined by either of the above systems and he/she would be eligible for such benefits immediately.

Persons resigning from the district and vesting such rights are not eligible.

The present salary shall include regular estimated annual salary plus stipends.

The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under the applicable retirement options and vacation liquidation. Such contribution will be made to a 403b program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within fifteen (15) business days of the effective date of the employee's retirement.

SECTION 5. SICK LEAVE

Employees who use no sick days during a contract year shall receive an unrestricted additional personal day in the following year.

Employees who have accumulated one hundred and fifty (150) days of sick leave as of June 30th of the previous year shall be entitled to an additional personal leave day during the next school year without the restrictions noted in Article XX.

Employees shall, in accordance with Section 41j of the New York State Career Retirement Law, be permitted to apply up to 165 days of the accumulated unused sick leave credits when they are permanently separated from employment as a result of their retirement.

SECTION 6. SICK BANK

1. A sick bank shall be established beginning in July 1989 and any unused sick days accumulated by an employee as of June 30, 1989 in excess of 220 days shall be contributed to the sick bank. In 1989-1990 the district will contribute 45 days to the sick bank. This district contribution is for the 1989-1990 school year only and will not be repeated in subsequent years.

Additionally, employees can contribute to the sick bank by donating up to ten (10) accumulated personal sick days in any year to the sick bank. Overall, any employee donation of personal sick days to the bank is capped at a maximum of thirty (30) days. The donating

employee may use his/her specific number of days donated to the sick bank if that employee uses all of his/her remaining personal sick days.

The sick bank is available to any union employee with a minimum of three years of full-time or full-time equivalent service to the district and has 30 days of accumulated sick leave at the end of the school year prior to the commencement of the serious illness.

2. An employee must use all of his/her accumulated sick leave before drawing on the Bank. He/she may draw on the bank using the following formula:

Number of Accumulated Sick Days at End of Previous School Year	Maximum Number of Eligible Days May be Drawn From Sick Bank
30	8
31-59	12
61-90	19
91-120	25
121-150	34
151-220	45

Regardless of the above maximum days, no employee can draw more than one-fourth (1/4) of the days in the bank at the time he/she begins to make such withdrawals.

3. The sick bank is to be used for serious, long-term illness only. The School Business Administrator (Business Manager) and the local union president shall be empowered to resolve all issues relating to the administration of the sick bank. In the event of non-agreement between the two aforementioned persons, the Superintendent of Schools shall decide the issue. A doctor's statement will be required to determine an employee's eligibility to draw on the sick bank.

4. An employee must apply in writing to the School Business Administrator and union president for use of sick bank days.

5. The employee who uses sick bank available days will pay-back the sick bank at a rate not to exceed 25% of the sick days accrued by that individual per year.

6. At the end of each school year, the district will calculate the total number of days in the sick bank and make the information available to the local union.

7. Employees shall upon separation from employment as a result of retirement be entitled to donate any accumulated unused sick leave into the sick bank. The donation caps stated in this section shall not apply where sick days are donated upon separation from

employment as a result of retirement.

ARTICLE XIX UNPAID LEAVES

SECTION 1. POLICY

Leaves of absence without pay and not to exceed six months shall be granted for any reasonable purpose. Leaves of absence without pay and not to exceed one year may be granted to employees holding permanent employment status. This leave may be for any reasonable purpose as determined by the employer and such leaves may be extended at the discretion of the employer.

SECTION 2. REQUEST

A request for leave of absence must be presented in writing by the employee to his department head fifteen (15) work days prior to the date of such requested leave of absence is to take effect, except in the case of an emergency in which case as much advance notification shall be given as possible. The department head shall approve or deny this request and forward the employee's written request to the personnel department for filing in the employee's records.

ARTICLE XX PERSONAL LEAVE

SECTION 1. AMOUNT

a. Each employee shall be entitled to three (3) personal days or six (6) half days, non-cumulative, per year.

b. Each employee upon completion of his/her fifth year as of July 1, shall be entitled to use one (1) of the above three (3) personal days or two (2) half days without restriction (as defined in Section 2 of this article). However, employees must, when taking a personal leave day, declare whether the personal leave day is with restriction or without restriction.

SECTION 2. RESTRICTION

No personal days can be taken immediately before or after a holiday or vacation unless otherwise excused.

Personal leave shall not be used for recreational purposes (i.e. hunting, fishing, sports, extending vacation, etc.) and seeking other employment.

SECTION 3. ACCUMULATION

Personal leave days not used shall be added to accumulated sick leave.

ARTICLE XXI JURY DUTY

Employees called to jury duty shall receive regular pay from the school district. Compensation, if any, received for jury duty participation shall be reimbursed to the District, minus expenses. This provision applies only when an employee is scheduled to be on school duty.

ARTICLE XXII MILITARY LEAVE

Any employee who is a member of a reserve force of the United States or of the State of New York, will, when ordered by the appropriate authorities to attend annual encampments for military training and thus be absent from work, receive the difference between what he/she received as military training pay and what he/she would have received had they worked their regularly scheduled hours up to a maximum of twenty-two (22) working days.

ARTICLE XXIII PARENTING LEAVE

SECTION 1. INTENT TO RETURN

Parenting leaves may be granted. The intention of returning should be made in writing to the Superintendent 30 days prior to the intended date of his/her return.

SECTION 2. INSURANCE

The employee will be allowed to continue participating in the health insurance plan by paying full monthly costs to the business office.

SECTION 3. USE OF SICK LEAVE

The maternity leave shall comply with Federal Equal Employment Opportunity Commission rulings and the Civil Rights Law of 1964 and the New York State Human Rights Laws. During the period of sickness or disability due to pregnancy and/or childbirth, an employee has the right to use personal sick leave. This sick leave may be taken before or after an unpaid leave of absence but not during an unpaid leave of absence.

ARTICLE XXIV RETIREMENT PLAN

During the term of this agreement, all custodial and maintenance employees of the Chittenango Central School District, who are regular employees, shall upon application, be members of the New York State Employees' Retirement System. Employees who are Tier I or Tier II members of the N.Y.S. Employees' Retirement System, pending successful application of the district, shall be entitled to the benefits of the 75-I Plan. Chittenango Central School also agrees to pay the employer share of coverage under the N.Y.S. Employees' Retirement System for those employees covered by Article 14 of the N.Y.S. Retirement System (Tier 3 members) and for those employees covered by Article 15 of the N.Y.S. Retirement System (Tier 4 members).

ARTICLE XXV HEALTH, DENTAL, DISABILITY AND LIFE INSURANCE PLANS

SECTION 1. HEALTH/DENTAL INSURANCE

ELIGIBILITY

All active employees may take advantage of the health insurance programs except those working less than 22.5 hours per week who were hired after April 1, 1978. Those active employees working less than 22.5 hours per week who were hired after April 1, 1978 shall be eligible for dental insurance as provided under this section.

HEALTH INSURANCE

The Chittenango Central School Health Insurance Program shall be the Regionwide II from Blue Cross and Blue Shield of Central New York provided through the Cooperative Health Insurance Fund of Central New York.

1. There shall be a two tier rating structure for individual coverage and two or

- more person family coverage.
2. There shall be dependent coverage for those under 25 years of age whether or not they are full-time students.
 3. Contraception drugs shall be a covered benefit to the prescription program, and the prescription drug coverage shall include a mail order option with zero co-payment. The co-payment on prescriptions shall be \$2.00 for generic and \$10.00 for brand name drugs.
 4. The major medical outpatient mental health benefits shall provide coverage for 70 visits per year.
 5. A case management rider shall be added to the policy.

Active employees shall have a district contribution toward the cost of the health insurance program at 90% for individual coverage and 90% of the entire premium for two person or family coverage. Employee contributions for both health insurance and dental insurance will be taken over 17 pays between October and May of each school year with an option to request in writing to make premium contributions over the first 24 pays of each school year. The number of employee contributions will remain the same as the previous year unless a request to change is made in writing. Employees may elect to pay their share of premiums on pre-tax basis.

The employer shall participate in the payment of annual premiums for retirees as follows:

Retirees Prior to 7/1/81 - 100% on Individuals and 60% on Dependents.

Retirees After 7/1/81 with 15 or more years of district service - 95% on Individuals and 55% on Dependents.

Retirees After 7/1/81 with less than 15 years of district service - 50% on Individuals and 35% on Dependents.

For eligible new retirees after June 30, 2000:

1. The district contribution rate will increase from 55% to 65% on dependents for those with 15 or more years of service.
2. The \$1.00 co-payment for prescriptions will continue.
3. There will be no HMO enrollment option.
4. Employees that retire after June 30, 2007 shall have co-payment on prescriptions of \$2.00 for generic and \$10.00 for brand name drugs.

Effective the 2000-2001 school year, a health insurance buy-out option will be available through the flexible spending plan administrator. Any active unit employee who is eligible for

health insurance may elect in advance not to participate in the health insurance program for that year (October 1 - September 30). The employee who elects this option must provide proof of alternate health coverage and complete the necessary forms provided by the district. This optional buy-out is an annual benefit provision for which the employee may receive \$600 for declining individual coverage and \$800 for declining two or more person family coverage.

1. The employee may return to coverage at any open enrollment or at any time there is a change in legal circumstances pursuant to the IRS Section 125 rules (marriage, death, divorce, birth, etc.). If the employee resumes coverage before the full year is complete, the payment shall be pro-rated.
2. Employees must elect to participate in the buyout option during the open enrollment period in the school year in which the buyout is effective or within 30 days of the date of hire.
3. Buyout payments to the employee shall be made in 17 equal installments during October through May of the year of election.

DENTAL INSURANCE

The district shall contribute \$425 per year for individual coverage and \$675 per year for two persons or family coverage, or 100% of the premium, whichever is less, per participating member toward the premium cost of Guardian Preferred, Guardian Preferred Basic, Guardian Value or Delta Dental.

SECTION 2. NEW YORK STATE DISABILITY INSURANCE

During the term of this agreement the Employer obligates itself to pay one hundred percent (100%) of the cost of coverage for a 26 week Disability Insurance Plan, the maximum benefits of which shall be in accordance with New York State Law.

SECTION 3. TERM LIFE INSURANCE

The district will provide term life insurance for all employees who work at least 57% time. This term insurance coverage will be at a face value of one times the current year contract salary rounded up to the next one thousand dollars. The district will pay the entire premium amount. The district will also pay the entire premium for accidental death or dismemberment for this term policy.

SECTION 4. PURCHASED LIFE INSURANCE

All employees who are members of AFSCME Local 2630A shall purchase \$20,000.00 of group term life insurance through the District by completing and signing enrollment cards. Premiums for this term insurance shall be paid by payroll deduction.

ARTICLE XXVI FAMILY MEDICAL LEAVE

Eligibility

The provisions of the Family and Medical Leave Act shall apply to all members of the bargaining unit except long-term substitutes. Long-term substitutes become eligible for FMLA as soon as they are appointed by the Board of Education.

Procedure

In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).

To be eligible for FMLA leave an employee must work for the Chittenango Central School District and be within the bargaining unit immediately preceding commencement of the leave. The employee must suffer from a serious health condition, or must have a family member, as defined in the statute, who has a serious health condition, or must have the need for a childbirth and/or parenting leave.

Employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the Chittenango Central School District Office.

An employee granted FMLA leave will continue to be covered under the Chittenango Central School District's group health insurance plan in effect, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

When an employee requests FMLA leave, the District will first determine whether he/she is eligible. Then the District will look back to the preceding July 1; absences, if any, of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have other applicable paid leave credits (i.e. personal leave, vacation, and family illness leave - if the absence is for family illness) may, at the employee's option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence. For leaves which extend longer than 12 weeks or are not covered by short-term disability, workers' compensation, personal leave pay, sick leave

pay, sick bank pay, or other contractual provisions or policies, the employee will be allowed to continue to participate in the insurance plan in effect by paying the full monthly cost to the Business Office.

Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.

ARTICLE XXVII GENERAL PROVISIONS

SECTION 1. UNION USE OF BULLETIN BOARDS

A bulletin board shall be provided in each building custodian's office.

SECTION 2. ADMINISTRATION USE OF BULLETIN BOARDS

All notices from the administration to the AFSCME Local 2630 shall be posted on the above bulletin boards.

SECTION 3. TOOLS

The school district shall provide the tools necessary for the employees to perform their jobs. Such tools shall be under the control of the district and not necessarily assigned to any individual.

SECTION 4. SECURITY

a. Employees assigned to night shifts shall have the following options when, due to sickness or other emergency, after it is determined that there is no substitute employee(s) available for the absent employee(s), which would require an assigned employee to work alone:

1. Working alone, 2. Vacating the premises and rescheduling the lost time as soon as possible, 3. Vacating the premises and using unused, accumulated personal or compensatory time in order to be paid for the time not worked.

b. Maintenance Building and Bus Garage

The district will make a reasonable effort to have more than one employee scheduled in each building whenever possible. The parties agree and understand that exceptions can be

made by the employer to adjust for specific short-term personnel needs and assignments and the particular needs of the district. Additionally, the parties agree that the intent of "dual" coverage in the maintenance building and the bus garage shall not exceed the man-hour equivalent of individual coverage for those buildings.

**ARTICLE XXVIII
DISCIPLINE AND DISCHARGE**

SECTION 1. STEPS

a. Disciplinary action or measures shall include, but not be limited to the following:

- Oral reprimand
- Written reprimand
- Demotion
- Suspension (with or without pay)
- Discharge

b. The employer agrees to remove records of discipline from employee's personal files three (3) years from the date of the offense.

SECTION 2. PROCEDURE

a. Disciplinary action may be imposed upon an employee only for failure to fulfill his responsibilities as an employee. Any disciplinary or discharge action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary. The arbitration procedure as provided herein, shall be in lieu of Sections 75 and 76 of the Civil Service Law, if applicable.

**ARTICLE XXIX
SAFETY AND HEALTH**

SECTION 1. POLICY

The employer shall continue to make reasonable provisions for the safety and health of its employees in the district during the hours of their employment.

SECTION 2. SAFETY COMMITTEE

One representative from the Union will serve on the District's Safety Committee.

SECTION 3. SAFETY EQUIPMENT

The employer agrees to furnish safety equipment to the employees as necessary to carry out their assigned duties. Employees will use or wear this equipment to afford maximum safety to themselves and others.

SECTION 4. EYEGASSES

The District agrees to repair or replace employee's eyeglasses damaged or destroyed on the job.

**ARTICLE XXX
SAVINGS CLAUSE**

Should any article, section or portion thereof, of this agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XXXI
TOTAL AGREEMENT**

Notwithstanding any rules and regulations, local law or other laws that are in effect to the contrary, the foregoing constitutes the entire agreement between the parties and no verbal statement or other amendments, except amendments mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this agreement, shall supersede or vary the provisions herein.

**ARTICLE XXXII
TERMINATION AND MODIFICATION**

This agreement is effective as of July 1, 2006 and shall remain in full force and effect until June 30, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail one hundred eighty (180)

calendar days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This amendment shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice by certified mail must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

NON-DISCRIMINATION

Chittenango Central School believes in equality of opportunity and shall promote good human relations by removing all vestiges of prejudice and discrimination in employment, assignment and promotion of personnel; in location and use of facilities; in curriculum and instruction; and in the availability of programs to children.

It further believes that the records and previous performance of students, employees and applicants will be looked upon in such a way as to give fair consideration for each person's needs that will best serve him or her as well as those of the district.

The district affirms its belief in existing laws, governmental regulations and equal opportunity to the end so that no student, employee or applicant shall be discriminated against. Discrimination shall be forbidden because of, but not necessarily limited to, race, color, creed, sex and national origin.

The Superintendent is designated to assure compliance, prepare procedures in connection therewith, administer complaints and make appropriate reports to the Board of Education.

The appeals procedure for employees shall follow the grievance procedure found in their appropriate Board of Education-Employee Organization Agreement.

The appeals procedure for students, parents, applicants and all others, shall be in accordance with appropriate administrative regulations or grievance procedure.

TITLE IX COMPLIANCE STATEMENT

The Chittenango Central School District, Chittenango, New York, does not discriminate on the basis of sex in the educational programs or activities which it operates, and

it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits, counseling services for students; access by students to educational programs, course offerings and student activities. The district official responsible for the coordination of activities related to the compliance with Title IX is the Superintendent of Schools, 1732 Fyler Road, Chittenango, New York, 687-2669. This official will provide information, including complaint procedures to any student or employee who finds that her or his rights under Title IX may have been violated by the district or its officials.

AGREEMENT CERTIFICATION

July 1, 2006 through June 30, 2009

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~20~~ day of ~~June~~, 2006.
July

CHITTENANGO CENTRAL SCHOOL

Thomas E. Mangoske
Superintendent of Schools

7 / 20 / 06
Date

AFSCME NEW YORK COUNCIL 66

Kerry M. Lightcap
Area Representative

7 / 20 / 06
Date

AFSCME LOCAL 2630

Mark Stephens
President Local 2630

7 / 20 / 06
Date

MUTUAL UNDERSTANDING BETWEEN
THE PARTIES IN REGARD TO
TEMPORARY AND LONG-TERM SUBSTITUTES

Article XI, Section 4 of the parties' collective bargaining agreement deals with 1, Temporary Substitutes and 2, Long-Term Substitutes. In either case, these substitutes are regular employees who are assigned to take the place of another regular employee who is absent for either a definite or indefinite period.

Temporary Substitutes are assigned to fill vacancies caused by the absence of another regular employee in an equal or higher paid position for periods not to exceed six (6) months. A Temporary Substitute will be paid the higher rate of pay, if applicable, on days actually worked, but will receive their normal rate of pay on benefit days during which no work is performed, such as, but not limited to, vacation days. Temporary Substitute assignments consist of regular, full-time hours which are primarily, but not necessarily made to fill temporary vacancies in a higher rated position than Cleaner. Non bargaining unit employees will not be hired or assigned as Temporary Substitutes in other than entry level positions unless it is determined that there are no regular bargaining unit employees qualified to fill the position. These are administrative assignments which do not require Board of Education appointment.

Long-term substitutes require Board of Education appointment and are made when it is anticipated or known that another regular employee will be absent for a period of six (6) months or longer. A long-term substitute will receive the higher rate of pay, if applicable, not only for days actually worked, but also for all benefit days which occur during the period of appointment. Non bargaining unit employees will not be assigned bargaining unit work as a long-term substitute unless it has been determined that there are no bargaining unit employees qualified to perform the needed work and applying.

Seasonal employees are hired during the summer to supplement the regular work force and are not covered by the collective bargaining agreement.

Daily substitutes are hired at a wage determined by the School District to fill vacancies created by the occasional, short term absence of an entry level regular employee (Cleaner). Daily substitutes are not covered by the collective bargaining agreement and will not be employed as such beyond ten (10) consecutive days.

Long-term substitutes are paid a wage determined by the School District which is higher than daily substitutes. They are not covered by the collective bargaining agreement,

except to the extent that if they work more than thirty (30) consecutive days, they will be advanced in pay to the entry level pay rate for the position filled. Long-term substitutes will not be hired above the entry level position unless there are no regular employees for a Temporary Substitute assignment. These employees are hired when the period of absence of a regular employee is of an undetermined length of more than ten (10) days but in no case to exceed six (6) months.

Daily and long-term substitutes are eligible to be hired as regular employees at any time it is determined that a permanent entry level vacancy exists. Examples of a long-term vacancy consist of but are not limited to: the creation of an additional position or the death, resignation, retirement or discharge of a regular employee who's position is not abolished.

Temporary Employees as defined in Article XI, Section 2(i), hired to supplement the regular work force for special projects shall not be covered by the collective bargaining agreement.

The parties hereto agree that this represents their mutual understanding as to the interpretation, past practice and policy of the School District regarding Temporary and Long-Term Substitutes as defined in the contract.

s/Dexter Blake 9/15/89
AFSCME Council 66 Date

s/Dale Thomas 9/15/89
Chittenango School District Date

s/Joseph Langlois 9/15/89
AFSCME Local 2630 Date

MEMORANDUM OF UNDERSTANDING

LAYOFF

The following represents the mutual understanding between the Union and the Employer regarding the parties' intent of the provisions of Article XI, Section 3, LAYOFF, of the collective bargaining agreement dated July 1, 1989 through June 30, 1992.

LAYOFF means the reduction of the work force by the elimination of a position or positions within the bargaining unit.

BARGAINING UNIT means all the employees defined by the collective bargaining agreement (contract).

BARGAINING UNIT SENIORITY means the total length of continuous service in the bargaining unit as a whole.

CLASSIFICATION SENIORITY means the total length of continuous service in a specific permanent position.

REGULAR EMPLOYEE means any employee covered by the terms and conditions of the contract.

TEMPORARY EMPLOYEE means any employee performing bargaining unit work other than a regular employee. NOTE: Temporary Substitutes are not Temporary Employees.

BUMPING refers to the right of a regular employee whose position is being eliminated to displace another regular employee with less seniority in an equal or lower rated position for which he is qualified.

No regular employee will be subject to layoff while there are any Temporary or Probationary employees employed.

When the employer determines the extent of any proposed layoff of regular employees, the employees being laid off will be the least senior in the classification involved.

If the position(s) to be eliminated is in other than the Cleaner classification, then the affected employee(s) may exercise bumping rights. Bumping may not occur from the non-competitive class to a competitive class position unless the bumping employee is qualified by virtue of being eligible for appointment on a current active Civil Service list. If the layoff

occurs in the Cleaner classification, there are no bumping rights as there are no equal or lower rated positions in which to bump.

If a position in a particular classification having more than one incumbent is to be eliminated, then the person with the least bargaining unit seniority shall be the one affected. That person may then elect to exercise bumping rights based upon bargaining unit seniority. An employee who elects not to exercise bumping rights shall be deemed to have accepted the layoff.

DATED: September 15, 1989

s/Dale J. Thomas
School Business Administrator
Chittenango Central School District

s/Dexter Blake
Area Representative
AFSCME Council 66, AFL-CIO

