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CONTRACT BETWEEN
THE
FAYETTEVILLE MANLIUS SCHOOL DISTRICT
AND THE
FAYETTEVILLE MANLIUS SCHOOL DISTRICT
CUSTODIAL-MAINTENANCE ASSOCIATION

Term of Agreement, July 1, 2015 to June 30, 2018

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AGREEMENT

Between Fayetteville-Manlius Central School District ("District") and Fayetteville-Manlius Custodial-Maintenance Association ("Association") to govern the terms and conditions of employment and the administration of grievances arising thereunder.

ARTICLE I RECOGNITION

The District agrees that the Association is the exclusive bargaining agency for all custodians, cleaners, grounds persons and maintenance employees of the District ("Employees"), except for those with title of Supervisor, a supervisory position with the title of level III, temporary, per diem, casual, or seasonal employees.

ARTICLE II DEFINITION

A) Full-time Employee shall be any Employee regularly employed for not less than twenty (20) nor more than forty (40) hours per week and twelve (12) months per year.

1. Custodial Helper
2. Custodial Worker I
3. Custodial Worker II
4. Custodian I
5. Custodian II
6. Driver-Messenger
7. Grounds Crew Leader
8. Groundskeeper
9. Heavy Equipment Mechanic
10. Maintenance Helper
11. Maintenance Worker I
12. Maintenance Worker II
13. Motor Equipment Operator

B) School Year shall be the period of July 1 through June 30.

C) **CUSTODIAL AND MAINTENANCE DEPARTMENT STRUCTURE**

The Custodial and Maintenance Departments have been structured to provide for the most efficient and effective operation.

1. All custodians, custodial workers and custodial helpers will be directly responsible to the Head Custodian.

2. The Head Custodian will be directly responsible to:
 - a. The District Custodial Supervisor for matters of personnel/staffing, purchasing, cleaning methods, District expectations and standards to meet the needs of the District.
 - b. The Building Administrator for daily operations to meet the needs of the school, purchasing, cleanliness and general appearance of the building.
 - c. The Maintenance Supervisor for matters of building repairs/maintenance, mechanical functioning and coordinating ground care.
3. All maintenance workers, grounds persons, driver messengers, motor equipment operators and heavy equipment mechanics will be directly responsible to the Maintenance Supervisor.
4. Custodial and Maintenance Departments will be directly responsible to the Superintendent of Buildings and Grounds.

D) BUILDING CHECKS

In order to maintain acceptable building conditions during weekends and holidays, the Custodian I ("CI") assigned to work the day shift in each District building shall inspect their building per a monthly schedule kept by the Custodial Supervisor. When the day shift C1 is not available for a check(s), they shall, for scheduling purposes, canvas their own building custodians first for the following month's availability. The day CI will forward a calendar of availability to the Custodial Supervisor no later than 1 week prior to the beginning of the month. The Custodial Supervisor shall canvas all Association members trained in the procedure for volunteers to conduct any remaining building check. Should no volunteer be found, the building check shall be done by the Custodian I assigned to work the night shift in that building.

A member is ineligible for building check if they scheduled the day off prior to or after a weekend or holiday when a building check is required.

Any member conducting a building check as described above shall receive one hour and one-half (1 ½) hours of pay at their contractual hourly rate. In the event such inspection reveals an emergency situation which must be corrected immediately, they shall receive the applicable rate for the hours actually worked to correct said situation.

Any member checking all the buildings or more than one building shall receive the applicable rate for the hours actually worked to check the buildings.

Any member checking buildings during their normal work hours will be paid normal pay.

**ARTICLE III
RULES AND REGULATIONS**

- A) The parties agree that reasonable Rules and Regulations made by the District, including the qualifications for employment, disciplinary measures and other pertinent matters relating to the maintenance of buildings and equipment shall be observed and respected by all Employees.
- B) A copy of these Rules and Regulations shall be made available by the District to all Employees.
- C)
 - 1. Discipline of unit employees for violation of Rules and Regulations shall be according to NYS Civil Service Law Section 75 (hereafter referred to as Section 75) for those employees who have such protection by operation of NYS Civil Service Law.
 - 2. Discipline of unit employees for violation of Rules and Regulations who are not provided Section 75 protection by NYS Civil Service Law shall be provided Section 75 protection after five (5) years of consecutive service with the District. However, with respect to unit employees described in C(2) only:
 - a. It is mutually agreed that the penalties related to minor violations as stated in the Rules and Regulations are necessary for an orderly and efficient operation. The parties agree that the District may impose discipline up to and in accordance with the departmental Rules and Regulations.
 - b. The parties further understand and agree that this provision constitutes an explicit waiver from all of the procedures set forth under Section 75 of the NYS Civil Service Law for those unit members otherwise entitled with regard to discipline of up to and including five (5) unpaid days suspension.
 - c. In those cases where discipline is to exceed five days suspension, employees not covered by NYS Civil Service Section 75 rights shall be provided Section 75 protection after five years of consecutive service with the District.
- D) In the event the Rules and Regulations conflict with the Contract, the Contract will prevail.

ARTICLE IV COMPENSATION

A) WAGES

Wages shall be in accordance with Schedule "A" and attached to and made a part of the Agreement.

B) OVERTIME

1. Time and one-half ("Overtime") shall be paid for all hours worked:
 - a. In excess of eight (8) in any day, or
 - b. In excess of forty (40) in any work week. An employee shall be credited with the number of hours for which (s)he receives holiday pay as hours during the week in which the holiday falls.
2. Double time shall be paid for all hours worked on holidays, set forth in Article V hereof, provided that the employee is eligible for holiday pay, and provided that during the week in which the holiday falls the employee has been credited with working not less than forty (40) hours.
3. Should an occasion occur that requires staff to work outside their normal work hours, the District shall first ask for qualified volunteers. If no qualified volunteers are available, the lowest senior qualified member will be required to perform the duties for overtime. In the case of parking, the lowest senior grounds person shall be required to perform the duties for overtime.

C) It is expressly understood that no overtime on overtime shall be paid.

D) If in the course of employment it is necessary for an Employee to use his/her own vehicle, said employee shall be reimbursed for said mileage at the rate set by the Board of Education to cover said use of a vehicle, provided:

1. That prior to making said trip the Employee obtains the permission of the Custodial/Maintenance Supervisor to make said trip, and
2. That the Employee files a trip sheet in the form required by the District substantiating said trip.

E) Members must attend orientation, awareness, in service, or training meetings in accordance with local, state or federal requirements as to employee or student health, safety, or welfare. These meetings may be held outside of the normal workday with pay.

- F) Employees called in to work outside of their regular shift in order to address an emergency will be paid a minimum of three (3) hours. Employees called at home to conduct school business on laptop for less than one hour will receive one hour of overtime. Any work exceeding one hour will be paid overtime for actual time worked.
- G) When school is in session, dayshift custodians working without backup in their buildings that remain on premises during their lunch break will work an eight (8) hour work day including a half (1/2) hour paid lunch. If a custodian takes a lunch break off premises, it will be an unpaid half (1/2) hour lunch.

H) SHIFT DIFFERENTIAL

1. Third Shift Differential

A third shift differential of \$0.40 per hour shall be paid.

2. Weekend Shift Differential

The District shall provide normal pay plus fifty cents (\$.50) per hour for all regularly scheduled non Monday through Friday workers. This does not include existing third shift employees whose last scheduled day of work in the week begins Friday evening and ends Saturday morning. An additional stipend shall be paid to employees with longevity as follows:

6-10 years	\$0.10
11-15	\$0.15
16-20	\$0.20
21+	\$0.25

I) PROBATIONARY PERIOD

All employees hired after September 20, 1993, will be placed on the appropriate probationary rate for fifty-two (52) weeks after which the employee will be placed on the permanent rate. Per Civil Service Rule XIV, in case of employees hired promotionally or as non-competitive/labor successive permanent appointments within the District, probationary terms will not exceed twenty-six (26) weeks.

J) LONGEVITY

1) Stipends for longevity¹ payable will be paid non-cumulative as follows:

1-5 years	\$300
6-10 years	\$550
11-15 years	\$650
16-20 years	\$725
21-25 years	\$800
Over 25 years	\$1075

¹ Effective with the 2015-18 collective bargaining agreement, the clothing allowance has been discontinued as such and is now incorporated into longevity stipend.

- 2) The stipends will be payable annually in the payroll immediately preceding Thanksgiving commencing with the first fiscal year after completion of one year from date of hire.

K) TEMPORARY UPGRADE

1. If an employee is assigned to a position, the newly assigned employee will be approved for the higher, upgraded rate of pay beginning on the fifth (5th) day of such assignment. The upgraded rate of pay will be retroactive to the first (1st) day of assignment if the assignment lasts five (5) days or longer.
 - a) When a permanent employee takes on a temporary assignment, he/she will be paid the higher of their current rate of pay or the permanent rate of the newly assigned position.
 - b) When a probationary employee takes on a temporary assignment, he/she will be paid the higher of their current rate of pay or the probationary rate of the newly assigned position.
2. If a temporarily upgraded position assignment lasts thirty (30) or more days, the assigned employee's paid time off (sick, vacation, personal, etc.) will be compensated at the higher of their current rate of pay or the permanent/probationary rate of pay of the assigned upgrade as outlined above.

**ARTICLE V
HOLIDAYS**

- A) Each full-time Employee shall be paid his/her normal daily rate for his/her regular daily hours for 12 holidays, scheduled by mutual agreement of the Assistant Superintendent for Business Services and the Association President, and two floating holiday, the scheduling of which must be approved by the District wide designated supervisor at least three (3) days in advance. The District will notify the Association President as to the identity of the district-wide supervisor and any changes thereafter made in such designation.
- B) Should any scheduled holidays fall on the regular day off for any permanently assigned non-Monday through Friday workers, the holiday shall be rescheduled by mutual agreement between the Assistant Superintendent for Business Services and the Association President.
- C) To be eligible for holiday pay an Employee must have worked all hours for which (s)he is scheduled to work on the day preceding and the day following such holiday. In the event an Employee has a bona fide illness which prevents him/her from working on the day preceding or on the day following a holiday, the District may, at its discretion, pay the Employee holiday pay. In the case of an Employee so claiming illness as the cause for his/her being absent prior to or following a holiday the District will request from him/her proof of such illness to substantiate the claim of illness.

- D) For each school year the District will supply to the Association President, a list of the holidays for that particular school year.

**ARTICLE VI
VACATIONS**

- A) A full-time Employee only shall receive the amount of vacation set forth below, provided (s)he has completed the period of continuous employment prior to the date on which (s)he takes his/her vacation. For each week's vacation due him/her pursuant to the schedule set forth below, (s)he shall receive pay at his/her regular hourly rate for his/her regular weekly hours.

<u>Completed Years of Service as of July 1</u>	<u>Amount of Vacation</u>
0 (less than one [1] year)	One (1) day for each month or major portion thereof worked prior to June 30 up to a maximum of ten (10) days.
1	10 days
2	10 days
3	10 days
4	10 days
5	10 days
6	11 days
7	12 days
8	13 days
9	14 days
10	15 days
11	16 days
12	17 days
13	18 days
14	19 days
15 or more	20 days

Conversion – At the end of the fiscal year, up to five (5) unused Vacation days shall be converted to sick days.

- B) Employees shall submit their requests to the District-wide designated supervisor two (2) weeks in advance. Scheduling of vacation periods will be at the discretion of the District-wide designated supervisor.
- C) The District, by decision, to be announced not later than May 15, for the period July 1 – December 31 or not later than October 15 for the period January 1 – June 30, at its discretion, may elect to shut down custodial and maintenance operations entirely for either one (1) or two (2) weeks. In the event of a shutdown, employees may:
1. Utilize unused vacation and personal days first and then sick days for the entire shutdown; or

2. Utilize all remaining paid leave and sick days and then go on unpaid leave for the remainder of the shutdown; or
3. Take the entire shutdown as unpaid leave and not utilize paid leave or sick days.

ARTICLE VII LEAVES

A) SICK LEAVE – FULL-TIME EMPLOYEES

1. Full-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of eighteen (18) working days per year at their applicable compensation rate for personal illness.
2. Full-time employees who have not worked for the District for ten (10) consecutive months shall be entitled to one and one-half (1.5) days per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a ten (10) month period.
3. Days not used during a school year shall be credited to each eligible Employee at the beginning of the following school year provided that the maximum accumulation of unused sick leave days shall be two hundred forty (240). An employee unable to return to work on the regularly scheduled date of the new school year due to illness or injury may use accumulated sick days. Sick days for the new year per A)1 will not be credited until the employee returns to work.
4. The District will request a doctor's note to determine the eligibility of absence as a sick leave hereunder if such absence is in excess of four (4) consecutive work days.
5. The District will issue a letter annually in September indicating the number of sick days accrued for each employee.
6. Five (5) of the eighteen (18) sick days accumulated in one fiscal year shall be available for family illness.
7. An employee may not use a sick day to extend a vacation, holiday or other leave period without a doctor's note. If a doctor's note is not provided, the employee will forfeit such day(s) without pay.
8. An employee that uses intermittent sick leave and/or family illness in excess of twelve (12) days per year without a doctor's note may be subject to progressive discipline.

9. An employee that uses sick leave or family illness days in excess of eighteen (18) days with or without a doctor's note for a period of two or more contract years may be subject to progressive discipline.
10. Provisions VII A.8 and 9. above shall not apply to long term disability, family medical leave (FMLA), or worker's compensation, maternity/paternity, or unpaid leaves approved by the Board of Education related absences.

B) PATERNAL AND MATERNITY LEAVES

1. A leave of absence without pay may be granted to an Employee by the Board with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed one (1) year.
2. An extension of the above leave of absence for an additional year may be granted by the Board with the recommendation of the Superintendent and with approval of the Onondaga County Department of Civil Service (Rule XVII).
3. An Employee shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the case of adoption, as to said Employee's election of the type of leave desired, which shall be one of the following:
 - a) Parental Leave of Absence without pay pursuant to Article 7 (b) 1 hereof; or
 - b) Sick Leave during the period when she is physically unable to perform her regular work duties (pregnancy only), or
 - c) Sick Leave during said period of pregnancy-related disability plus a Parental Leave of Absence without pay commencing on termination of the said period of disability. The notification to the District shall be substantially in the form attached as Appendix I.(1).
4. Procedure
 - a) For a Parental Leave of Absence, the commencement and termination date shall be agreed to by the Employee and the Superintendent or his designee. In the event this period should need to be altered, any alterations shall be mutually agreed upon by the Superintendent or his designee and the Employee.
 - b) For Sick Leave during the period of pregnancy-related disability only, the Employee shall, prior to commencing the same, obtain from her personal physician and submit to the District written certification in the form attached hereto as Appendix I.(2), as to date of commencement of the disability and an estimate as to its duration.

At any time after such a Sick Leave has continued for a period of six (6) weeks after delivery, the Employee upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues.

- c) For a combined Sick Leave and Parental Leave of Absence without pay, the Employee shall first (1st) proceed in accordance with the provisions of Article 7,(B) 3.b hereof; and then apply for Parental Leave in accordance with Article 7,(B)3.a.
- d) An Employee who is on Sick Leave portion of a Parental Leave may elect to return to work anytime prior to the beginning of the unpaid portion of the Parental Leave, thereby terminating the leave at that point.

C) PERSONAL LEAVE/PERSONAL BUSINESS LEAVE – FULL-TIME EMPLOYEES

1. Death in the Family

- a) Time off will be granted to all Employees in the case of a death in the Employee's family. A maximum of five (5) days of such time will be granted without the loss of compensation. Compensation shall be at the employee's regular hourly rate for the employee's regularly scheduled hours. The Employee shall notify the Assistant Superintendent of Business Services or District wide designated representative of his/her need for such leave as soon as practicable.
- b) Family for purposes of the above section shall consist of: Husband, Wife, Sister, Mother, Brother, Father, Son, Guardian, Father-in-Law, Mother-in-Law, Daughter, and Significant Relationship ("Significant Relationship" shall refer to a person who has had a long, exceedingly close, family-type relationship with the member).

2) Other Personal Business Leave

- a) The intent of the Personal Business Leave is to provide an Employee the opportunity to conduct business that cannot be performed other than during work hours. It is intended neither to serve as recreation or vacation time nor to extend a holiday or vacation period.
- b) Each full-time employee shall be granted up to three (3) days personal business leave with full pay subject to the following:
 - i. If request is at least forty-eight (48) hours in advance, presentation of request to Superintendent of Buildings and Grounds. No reason for the request need be specified.

- ii. If request is less than forty-eight (48) hours in advance, in case of an emergency, or the requested day immediately precedes or is post a holiday or vacation day/period, presentation of request with specific reasons to Superintendent of Buildings and Grounds.
- iii. Approval of the request by the Custodial/Maintenance Supervisor prior to the requested day off.

3) Conversion

At the end of each year, all unused Personal Business Leave days shall be converted to sick days.

D) JURY DUTY

Any unit employee who is called for jury duty shall receive for each day of jury service on which he/she would otherwise work, the difference between his/her regular hourly rate and the payment received for jury duty consistent with State law. Employees must submit documentation from the Court verifying time served. Employees are expected to return to work when not called to jury service or if excused early and time still remains on the employee's work period.

E) ONE YEAR UNPAID LEAVE

- 1) The District, at its discretion, may grant leaves of absence without pay for a period not to exceed one (1) year. To be eligible for said leave, a full-time or part-time employee must be actively employed by the District for twelve (12) months prior to the request for leave of absence. The application, in writing, for such leave, including the reasons for the request, shall be made to the District through the applicant's immediate supervisor.
- 2) An employee granted a leave of absence shall be entitled to the same health insurance benefits (s)he would if not on said leave, however, the full cost of said health insurance benefits will be paid by the employee.

**ARTICLE VIII
EMERGENCY CLOSING DAYS AND OTHER DAYS**

- A) When an emergency closing day is declared all Employees covered by this Agreement are expected to report to work on that day.
- B) Unless the Superintendent of the District directs all District Employees not to report for work any Employee who fails to report will be charged with a Personal Business Leave Day, floating holiday or vacation day for failing to physically report for work on said "day". In the event that said Employee has no Personal Business Days, floating holidays, or vacation days remaining (s)he will not be paid for said "day".

- C) Any employee who is on authorized leave with pay when schools are closed due to weather conditions or other emergencies shall receive full pay for such days and shall not have said days deducted from his/her applicable leave allowance.
- D)
 1. If the District is closed in the morning due to inclement weather, first shift employees will be required to report. Second and third shift employees will be advised of a plan to report. Employees will be allowed to report up to one-half (1/2) hour late without loss of pay when the District is closed due to inclement weather. If employees are sent home early due to inclement weather, they shall be paid for the balance of their assigned shift not to exceed eight (8) hours.
 2. During periods when the District is undergoing capital improvement projects, all employees may be required to report during their regularly assigned shifts.
- E) On staff development days and during school recess days (including summer), employees will be assigned to work the day shift, except at the High School. If it is necessary for this provision to be modified on any occasion, at least forty-eight (48) hours prior notice will be given to effected employees. Further, if a member is required to report to a shift earlier than their normal shift on a day referenced above, 48 hours notice will be given and members working third shift in the immediate 24 hours prior to a change in this provision shall be allowed to report for their shift four (4) hours earlier. However, during one day school holidays, unit members will be required to work their regularly assigned shift.

**ARTICLE IX
RETIREMENT PROGRAM**

- A) The New York State Twenty (20) Year Career Retirement Plan; the New York State Twenty-five (25) Year Career Retirement Plan; Section 41(j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law, will be in full force and effect during the term of this Agreement for all eligible Employees.
- B) An employee who retires from the District and meets the eligibility criteria for retiree health insurance in Article X B) shall receive a non-elective 403(b) employer contribution equal to twenty-five dollars (\$25) per accumulated sick day for each unused sick day in excess of 165 days.

**ARTICLE X
HEALTH INSURANCE**

- A) The District shall provide a shared cost hospitalization and medical insurance plan. Effective September 1, 2015, for 2015-16, 2016-17, and 2017-18, the co-pay will be zero dollars (\$0) for each generic drug, ten dollars (\$10) for each brand name drug and twenty five dollars (\$25) for each Tier III drug. Mail order will be two (2) co-pays for a three (3) month supply (\$0 generic, \$20 brand name, \$50 Tier III). In addition, the District shall provide a shared cost dental insurance plan.

The District provided health insurance plan shall be the Excellus Blue Cross Blue Shield plan offered through the Cooperative Health Insurance Fund of Central New York. Unless agreed upon through negotiations between the Association and the District, said health insurance plan shall remain substantially equivalent.

During open enrollment members shall be allowed to enroll in the instructional dental plan.

Employee/employer contribution shall be as follows:

- | | |
|---|-----------------|
| 1. <u>Health Insurance</u> | <u>Employee</u> |
| Individual coverage | 10% of premium |
| Dependent coverage | 15% of premium |
| 2. <u>Dental Insurance</u> - The District shall contribute \$120 for each participating employee. | |
| 3. <u>Vision Care</u> | <u>Employee</u> |
| Individual coverage | 0% of premium |
| Dependent coverage | 10% of premium |

- B) An Employee who retires from the District, providing said Employee has at least the full time equivalent of ten (10)² years of cumulative service with the District and be a minimum of 55 years of age, shall be entitled to maintain existing health and dental benefits. For individual coverage the retiree shall contribute on the same basis as an active Employee. Dependent coverage may be maintained at full cost to the retiree. If the retired Employee's coverage at the time of retirement included coverage for spouse, said spouse shall have the option, in the event of the death of insured Employee, of maintaining the coverage of said spouse and shall pay the full cost thereof.
- C) The District shall offer Employees an optional Flexible Spending Plan. If this plan terminates under the law, premium contributions shall be treated as they were before the Plan and the parties will meet to discuss available options.
- D) **DISABILITY INSURANCE**
1. As a supplement to sick leave benefits provided in Article VII, the District agrees to participate in a program of long-term disability benefits through a mutually agreeable insurance company program at a cost to the District not in excess of fifteen thousand (\$15,000) dollars per year.

² FTE shall be defined as 8 hours per day for 260 days for ten years. Time served is cumulative and/or prorated unless the employee severs his/her employment with the District. In such an event, the employee shall lose all previous service time.

2. At any point, the Association can discontinue participation in the disability plan at the end of the plan year and two (2) sick days will be restored to the members in lieu of the disability plan.

ARTICLE XI GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Article. The grievant may elect to have an Association Representative present at any and all phases of the grievance process.

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievant at his/her discretion may advance to the next step in this procedure. Nothing in this Grievance Procedure shall prevent a grievant on his/her own volition from withdrawing a grievance at any stage of the procedure.

Step 1

The grievant must initially present his/her grievance to his/her immediate supervisor in a meeting to occur no later than seven (7) working days from the onset of the grievance. At this meeting the grievant shall provide the immediate supervisor in writing a statement of the nature of the grievance, the section(s) of the Agreement being grieved and a suggestion for remedy(ies). The immediate supervisor shall respond in writing to the grievant no later than seven (7) working days from the receipt of the written notice of grievance.

Step 2

If the grievance is not settled at Step 1, the grievant may, within seven (7) working days of receiving his/her immediate supervisor's written response to the grievance, deliver a copy of the written grievance to the superintendent's designee who shall, within three (3) working days after receipt, give his/her written answer.

Step 3

If the grievance is not settled by the designee's written answer in Step 2, the grievant, may appeal within three (3) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his/her designated representative who shall discuss the matter with the Association's Grievance Committee (or Association designee) within ten (10) working days of receipt of the notice of appeal. The Superintendent or his/her designated representative shall give his/her written answer to the grievant within five (5) working days after the close of the discussion.

Step 4 - Arbitration

If the grievance is not settled by the written answer of the Superintendent, the grievant may further appeal by giving written notice thereof to the Board of Education within five (5) working days after receipt of the written answer of the Superintendent. The parties shall then with reasonable promptness, agree to the appointment of an impartial Arbitrator and submit the grievance to him for decision.

2. If unable to agree on an Arbitrator within ten (10) working days of the above written notice, the Arbitrator shall be chosen by the rules of the American Arbitration Association.
3. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
4. The Arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.
5. The decision of the Arbitrator shall be final and binding upon the Parties.
6. Fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE XII SENIORITY

A) For the purpose of layoff, two distinct Employee categories are recognized: maintenance and custodial.

1. In the event of a layoff in either category, the last Employee hired in a non-competitive position will be the first laid off.
2. Civil Service rules for layoff apply to competitive positions.

B) **POSTING OF VACANCIES**

When a vacancy occurs the vacant position shall be posted for ten (10) working days prior to filling the position. In the event a bargaining unit member applies for the vacancy an interview will be granted.

C) **ASSIGNMENTS**

For the purpose of permanent assignment, when a permanent change in assignment is required that affects the days of the week worked for full-time employees, the district shall:

1. Initially seek qualified volunteers for assignments.

2. Lacking qualified volunteers, the assignment shall be based upon seniority, with the least senior person assigned first, based on title of position.
3. The District shall provide 30 calendar days notice to affected employees.

D) LAYOFF

Employees who are laid off will be placed on a preferred eligible list (PEL) and entitled to the following in order of their seniority:

1. Recall to a vacancy having the same position title from which the employee was laid off.
2. An Employee who is laid off or reduced in hours from a position title to which there is a direct line of promotion³ as defined below shall displace the least senior incumbent of the lower level position provided the incumbent of the lower level position has less seniority than the laid off Employee and meets the Civil Service qualifications for the position. The Employee may be required to serve a probationary period in accordance with Civil Service regulations. The rate of pay shall be the same as the employee's current rate classification at the time of the "bump", (i. e. probationary or permanent) in lower position classification. In the event that employee does not satisfactorily complete the probationary period (s)he will be reinstated to the PEL in his/her original order with the time served deducted from his/her PEL time. The rate of pay shall not exceed the rate range for the lower position.
3. Direct line of promotion:

First consideration for vacant positions in other general unit categories for which the Employee applies. The administration will be the sole judge if the Employee is qualified in these cases.
4. Such preferred eligible list shall expire three (3) years from the date of its establishment. Employees who decline to be recalled or accept appointment in accordance with paragraphs (1) – (3) above will lose their preferred eligible list rights and such declination will be deemed a resignation of employment effective the date of declination.
5. Reduction in Hours.

In the event it becomes necessary to reduce working hours, the Employee having the least seniority in the position title affected will be reduced first. Said

³ defined as follows: 1:(Custodian II, Custodian I, Custodial Worker II, Custodial Worker I, Custodial Helper); 2. (Maintenance Worker II, Heavy Equipment Mechanic, Grounds Crew leader, Maintenance Worker I, Motor Equipment Operator, Groundskeeper, Maintenance Helper, and Driver/Messenger).

Employee will be given first preference for any future increase in hours with the position title.

6. Termination of Employment

For reason of reduction in force, a thirty (30) calendar day advance written notice, or as soon as known, is required from the Director of Non-Instructional Services to the Employee.

**ARTICLE XIII
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XIV
TAYLOR LAW CLAUSE**

Section 204-a of the Civil Service Law

Agreements between public employers and employee organizations.

- A) Any written agreements between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

"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 therefore, shall not become effective until the appropriate legislative body has given approval."

- B) Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C) Within sixty (60) days after the effective date of this act a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE XV
SICK BANK**

A Sick Leave Bank established 1 July 1981, shall be administered by the District according to the following guidelines:

- A) The Sick Leave Bank shall be established by the contribution of two (2) days of accumulated sick leave from each participating unit employee.

All unit employees will be deemed to have joined the sick bank and thus contribute the requisite number of days unless the unit member declines to join the bank in writing and notifies his supervisor of this selection. Those who choose not to participate may not join the bank for one (1) year thereafter.

- B) The maximum number of days in the bank shall not exceed the maximum possible under Section (A) above, plus fifteen (15) days. (Two [2] days times the number of unit employees, plus fifteen).
- C) The bank may only be replenished once a year on the basis outlined in Section (A) above when and if the days remaining in the bank reach fifteen (15) or less.
- D) First (1st) year employees are excluded from participation in the bank. They may elect to join the bank at the beginning of their second (2nd) year of employment by contributing two (2) days of accumulated sick leave.
- E) Only participating eligible employees may draw on the bank.
- F) An eligible employee must first exhaust all of his/her paid leave options (sick, vacation, etc.) and then be off the F-M payroll for five (5) consecutive days.
- G) The School District may require medical documentation on any claim to the bank at any time.
- H) An employee shall not be permitted to draw on the bank if he/she is receiving any other forms of compensation; e.g. Worker's Compensation.
- I) The purpose of the bank is to provide for lengthy periods of illness or non-work related injury.
- J) Eligible employees may draw on the bank based on the following guidelines:
1. One (1) day for each year of full-time continuous employment with the F-M District;
 2. One (1) day for each two (2) days of accumulated sick leave as of the beginning of the current school year;
 3. The number of days shall be limited to the number of days arrived at by 1 and 2.

**ARTICLE XVI
LICENSE REIMBURSEMENT**

The District will reimburse the difference between Class B and a Class D driver's license for those Employees required to have such license for the performance of their job duties.

**ARTICLE XVII
PERSONNEL FILE**

- A) There shall be a personnel file maintained under the control of the Custodial or Maintenance Supervisor. Said file shall contain all pertinent employee information, excluding pre-employment confidential material.
- B) The unit member shall be given a copy of any evaluation materials and/or written disciplinary warnings, etc. as they are placed in the file. The unit member shall acknowledge receipt of the copy through signature on the material. The unit member's signature to such material shall only signify that (s)he has seen the material.
- C) A unit member may take written exception to said report. Such exception must be submitted within (5) business days of employee notification and will become a part of his/her file.
- D) Each unit member shall have the right, with reasonable notice, to review the contents of the file, excluding the pre-employment confidential material. Said review shall be in the presence of the Director of Business Services or his/her designee. Copies of the file shall be made available to the employee at the per copy charges designated in Board Policy.

**ARTICLE XVIII
EDUCATIONAL REIMBURSEMENT**

The District agrees to reimburse in full all full-time employees for any tuition for courses which said employees take related to their job provided:

- A) The employee secures approval to take said course from the Custodial or Maintenance Supervisor, whichever is applicable and the Business Official, prior to taking said course.
- B) The course is taken at an accredited school or in an accredited program.
- C) The employee successfully completes said course.

**ARTICLE XIX
DRESS CODE**

A) It is expected that employee clothing will be appropriate for an educational environment while being practical for the nature of the work assigned. Appropriate dress is that which meets health and safety standards and does not conflict with the school environment. The Superintendent of Buildings and Grounds or designee reserves the right to determine appropriateness.

B) **SUMMER DRESS CODE**

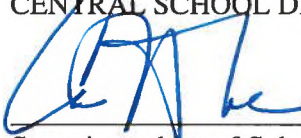
Beginning with the first full week after students' final day of classes, employees may wear shorts and short sleeve shirts in good condition as appropriate work attire, taking into consideration their assigned work duties for any particular day. The District reserves the right to deem attire appropriate or inappropriate. Each unit member will have alternate attire on site for last minute changes in duties on any given day.

**ARTICLE XX
TERM OF AGREEMENT**

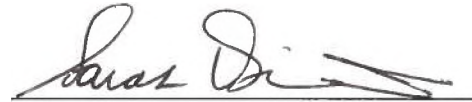
This Agreement shall take effect July 1, 2015, and continue in full force and effect through June 30, 2018, except as otherwise specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement, hereby set their hands and seals this 2 day of October, 2015.

FAYETTEVILLE-MANLIUS
CENTRAL SCHOOL DISTRICT

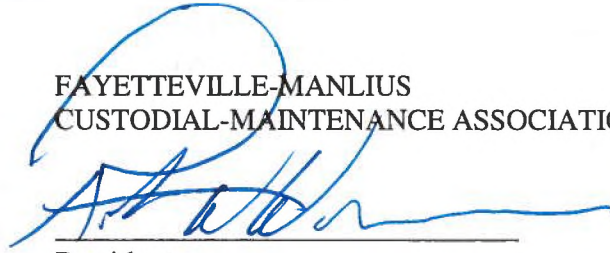


Superintendent of Schools



Witness

FAYETTEVILLE-MANLIUS
CUSTODIAL-MAINTENANCE ASSOCIATION



President



Witness

**SCHEDULE A
WAGES**

**2012-2015
PROBATIONARY RATES**

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Custodial Helper	15.50	15.81	16.13
Custodial Worker I	18.20	18.56	18.93
Custodial Worker II	19.98	20.38	20.79
Custodian I	21.58	22.01	22.45
Custodian II	24.27	24.76	25.26
Driver Messenger	19.39	19.78	20.18
Groundskeeper	21.30	21.73	22.16
Grounds Crew Leader	23.09	23.55	24.02
Heavy Equipment Mechanic	24.77	25.27	25.78
Maintenance Helper	19.98	20.38	20.79
Maintenance Worker I	21.30	21.73	22.16
Maintenance Worker II	24.77	25.27	25.78
Motor Equipment Operator	21.30	21.73	22.16

**2012-2015
PERMANENT RATES**

	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Custodial Helper	17.09	17.43	17.78
Custodial Worker I	19.75	20.15	20.55
Custodial Worker II	21.30	21.73	22.16
Custodian I	23.11	23.57	24.04
Custodian II	25.77	26.29	26.82
Driver Messenger	20.93	21.35	21.78
Groundskeeper	22.82	23.28	23.75
Grounds Crew Leader	24.65	25.14	25.64
Heavy Equipment Mechanic	26.29	26.82	27.36
Maintenance Helper	21.30	21.73	22.16
Maintenance Worker I	22.82	23.28	23.75
Maintenance Worker II	26.29	26.82	27.36
Motor Equipment Operator	22.82	23.28	23.75

**2015-2018
PROBATIONARY RATES**

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Custodial Helper	16.61	17.11	17.62
Custodial Worker I	19.50	20.09	20.69
Custodial Worker II	21.41	22.05	22.71
Custodian I	23.12	23.81	24.52
Custodian II	26.02	26.80	27.60
Driver Messenger	20.79	21.41	22.05
Groundskeeper	22.82	23.50	24.21
Grounds Crew Leader	26.55	27.35	28.17
Heavy Equipment Mechanic	26.55	27.35	28.17
Maintenance Helper	21.41	22.05	22.71
Maintenance Worker I	22.82	23.50	24.21
Maintenance Worker II	26.55	27.35	28.17
Motor Equipment Operator	22.82	23.50	24.21

**2015-2018
PERMANENT RATES**

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Custodial Helper	18.31	18.86	19.43
Custodial Worker I	21.17	21.81	22.46
Custodial Worker II	22.82	23.50	24.21
Custodian I	24.76	25.50	26.27
Custodian II	27.62	28.45	29.30
Driver Messenger	22.43	23.10	23.79
Groundskeeper	24.46	25.19	25.95
Grounds Crew Leader	28.18	29.03	29.90
Heavy Equipment Mechanic	28.18	29.03	29.90
Maintenance Helper	22.82	23.50	24.21
Maintenance Worker I	24.46	25.19	25.95
Maintenance Worker II	28.18	29.03	29.90
Motor Equipment Operator	24.46	25.19	25.95

APPENDIX I. (1)

NOTIFICATION OF ELECTION AS TO PARENTAL AND/OR MATERNITY LEAVE

Date (three [3] months previous to
date leave will commence).

TO: Superintendent of Schools
Fayetteville-Manlius
Central School District

You are hereby notified in accordance with Article VII, Section B, that
the undersigned elects to take the leave designated below.

1. Parental Leave of Absence without pay.
2. Sick Leave during pregnancy related disability.
3. Sick Leave during pregnancy related disability plus a
Parental Leave of Absence.

According to my current best estimate the leave will commence _____, 20____, and
shall terminate in accordance with the applicable provisions of Article VII.

1. Parental Leave of Absence without pay _____, 20____.
in accordance with the provisions of those subsections.

Employee's Signature

APPENDIX I. (2)
SICK LEAVE DURING PREGNANCY RELATED DISABILITY

I have examined _____ on _____.

It is my professional medical opinion that as of _____ she will be physically unable to perform her regular work duties. At this time it is my best estimate that this disability will cease on _____.

Dated: _____

Doctor's Signature

APPENDIX I. (3)
SIX WEEKS AFTER DELIVERY

I have examined _____ on _____.

It is my professional medical opinion that her pregnancy related disability will cease on _____ and that she will be able to return to full-time employment after that date.

Dated: _____

Doctor's Signature