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A CONTRACT BETWEEN  
BUILDING HEADS SUPERVISORY ASSOCIATION  
AND  
CARMEL BOARD OF EDUCATION

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APR 07 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

JULY 1, 2004 - JUNE 30, 2009

12

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## AGREEMENT

### PREAMBLE

The Carmel Central School District, hereafter referred to as the "Employer", and the Building Heads Supervisory Association, hereafter referred to as the "Association", in recognition of the Public Employees' Fair Employment Act (Taylor Law), desire to promote a harmonious and cooperative relationship between the Employer and the Employees covered under the terms and conditions of this Agreement.

### ARTICLE I - AGREEMENT

This Agreement, entered into under the provisions of the Taylor Law, between the Employer and the Association, shall take effect on the first day of July 2004 and shall remain in effect until the thirtieth day of June 2009.

### ARTICLE II - RECOGNITION

The Employer hereby recognizes the Building Heads Supervisory Association as the sole and exclusive bargaining agent for all employees in the following job classifications: Head Custodian, Assistant Head Custodian, Maintenance Supervisor, Head Groundsman, or any newly established job classification for which a "Community of Interest" can be clearly determined.

### ARTICLE III - FAIR PRACTICE

- A. The Building Heads Supervisory Association agrees to maintain its eligibility to represent the voting unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all members of the voting unit without regard to membership or participating in, or association with the activities of any employee organization.
- B. The Employer and its administrative personnel agree to continue its policy of non-discrimination against any member of the voting unit on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in or association with the activities of any employee organization.

### ARTICLE IV - NEGOTIATIONS

Opening Negotiations: The Association will submit to the Chief School Officer a written request to open negotiations. The request will be submitted between January 20th and February 1st of the school year in which the existing contract terminates. The Chief School officer will agree to meet with the Association within thirty (30) days subsequent to receipt of the request. It is mutually agreed that the first session will be for the purpose of establishing negotiation procedures and "ground rules".

### ARTICLE V - WORKING CONDITIONS

- A. Covered Employees  
All Employees working in job classifications as stipulated in the Recognition Clause (Article II) shall be subject to the terms and conditions of employment as contained in this Agreement.
- B. Work Week
  - 1. The normal workweek for all Employees shall be five (5) days, eight (8) hours per day. An Employee will not be assigned to work on Sunday as part of the regularly scheduled workweek without the consent of the Employee. The Employer may establish a regular workweek of Tuesday through Saturday for employees covered by this contract. It shall not be the intention of the Employer to establish such a workweek for the purpose of reducing overtime by changing an employee's regular workweek to a Tuesday through Saturday schedule.
  - 2. A thirty-five (35) hour work week shall be in effect from July 1, through August 31 of each year.

Carmel Building Heads Supervisory Association Contract

C. Term of Employment

Each Employee within the Bargaining Unit shall be given a salary statement in September of each school year. Employees must return signed salary statement to the Personnel Office within 30 days of receipt. All Employees, within this unit, are considered full-time employees that are assigned employment on a twelve (12) month basis and work thirty-five hours or more per week. The Employer reserves the right to assign hours that an Employee shall work provided that:

1. The assigned hours shall not exceed eight (8) hours per day.
2. The assigned hours shall not be on a Sunday.

D. Pay Period

Employees shall be paid by check on a biweekly basis. The payroll stub shall disclose gross earning, authorized deductions, and net pay. All questions concerning an individual's earning will be directed, in writing, to the Payroll Department.

E. Wages

1. Hourly Rates

	Step	2004-05	2005-2006	2006-2007	2007-2008	2008-2009
Maintenance Supervisor	1	27.75	28.58	29.44	30.32	31.23
	2	28.60	29.46	30.34	31.25	32.19
	3	29.46	30.34	31.25	32.19	33.16
Secondary Building Head	1	25.71	26.48	27.27	28.09	28.94
	2	26.89	27.70	28.53	29.39	30.27
	3	28.47	29.32	30.20	31.11	32.04
Secondary Asst. Bldg. Head	1	24.19	24.92	25.67	26.44	27.23
	2	24.96	25.71	26.48	27.27	28.09
	3	26.30	27.08	27.90	28.73	29.60
Head Groundsman	1	25.66	26.43	27.22	28.04	28.88
	2	27.17	27.99	28.82	29.69	30.58
	3	28.73	29.59	30.48	31.39	32.34
Patterson Complex Bldg. Head	1	25.29	26.05	26.83	27.63	28.46
	2	26.08	26.86	27.67	28.50	29.35
	3	27.46	28.28	29.13	30.01	30.91
Patterson Complex Asst. Bldg. Head	1	23.32	24.02	24.74	25.48	26.25
	2	24.04	24.76	25.50	26.27	27.06
	3	25.08	25.83	26.61	27.41	28.23
Elementary Building Head	1	25.29	26.05	26.83	27.63	28.46
	2	26.08	26.86	27.67	28.50	29.35
	3	26.89	27.70	28.53	29.39	30.27
Elementary Asst. Bldg. Head	1	23.32	24.02	24.74	25.48	26.25
	2	24.04	24.76	25.50	26.27	27.06
	3	24.79	25.54	26.30	27.09	27.90

\*Includes night differential

All steps of the salary schedule shall be increased in all five years of the contract by 3% per year as written in the wages table on Page 4.

2. Night Differential

- a. A night differential shall be paid to any employee of the Association who works the night shift. Night differential hours begin on or after 2:30 p.m. Any change in the definition of "night shift" shall be the subject of further negotiations.
- b. Night Differential Rate: .64 per hour

3. Step Movement on Salary Schedule

- a. All employees new to the Building Heads Unit would be placed on Step 1 of the salary schedule.
- b. A bargaining unit employee who transfers from Secondary Building Head to Elementary Building Head shall be placed on the same step on the salary schedule in the new job title.
- c. A bargaining unit employee who transfers from Secondary Assistant Building Head to Elementary Assistant Building Head shall be placed on the same step on the salary schedule in the new job title.
- d. A bargaining unit employee who transfers from Elementary Assistant Building Head to Secondary Assistant Building Head or from Elementary Building Head to Secondary Building Head shall be placed on Step 2 of the salary schedule to which the employee is transferred.
- e. A bargaining unit employee who transfers from an Assistant Building Head title (either Elementary or Secondary) to a Building Head title (either Elementary or Secondary) shall be placed on Step 2 of the appropriate Building Head salary schedule.
- f. A bargaining unit employee who is involuntarily transferred from one bargaining unit title to another, shall not be placed on a step in the new job title which is lower than the step the employee was on in the old job title.

F. Premium Time

1. The Employer agrees to pay premium time at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for authorized work performed:
  - a) in excess of an eight (8) hour day
  - b) in excess of forty (40) hours per week
2. The Employer agrees to pay premium time at the rate of two (2) times the employee's regular hourly rate of pay for authorized work performed in non-scheduled hours on Sundays and legal holidays.
3. At the employee's option, the employee can be provided compensatory time in lieu of the above premium time pay.
4. Building Security/Heat Checks
  - a) Secondary Building Heads and Secondary Assistant Building Heads performing normal building checks shall be paid an annual stipend that is equal to the employee's overtime rate (one and one half) times 118.
  - b) Patterson Complex Building and Assistant Building Heads and Elementary building Heads and Assistant Building Heads performing normal building security checks shall be paid an annual stipend that is equal to the employees overtime rate (one and one half) times 88.5.
  - c) The Head of Maintenance shall perform normal heat checks at the discretion of the Director of Facilities or designee and shall be paid at the applicable hourly rate.

G. Inservice Training

Both parties to this Agreement recognize the importance of Inservice Training courses. All Inservice courses offered by the Employer shall be at the expense of the Employer, scheduled at times mutually agreeable, and the employee shall be compensated at the regular hourly rate of pay.

H. Overtime Rosters

Each Building Head Custodian shall establish and maintain current rotating rosters for the purpose of assuring equal distribution of overtime to personnel assigned to the Building Unit.

Seniority shall determine placement of an individual on the "Overtime" Roster. An Employee refusing an overtime assignment shall automatically be placed last on the roster.

I. Call-In Time/Extension of Regular Workday

1. Employees are required to work overtime at the discretion of the Director of Facilities.
2. An Employee called in to work, at a time other than his regular schedule or on a day other than a regular workday, (Saturday, Sunday, holiday or hours not contiguous to the employee's regular schedule or workday) shall be paid for a minimum of two (2) hours at the applicable overtime rate.
3. An Employee called in to begin his regular 8 hour workday (schedule) up to two (2) hours earlier than his regular start time shall be paid his applicable overtime rate for the additional hour(s) worked. Similarly, an employee working an additional hour(s) at the end of his regular 8-hour workday (schedule) will be paid at his applicable overtime rate.

J. Work Clothes

The Employer agrees to furnish one (1) rain gear set to each unit employee (each school year), as needed. The District will also provide up to five sets of uniforms per year to each unit employee as needed. Uniforms that in the District's judgment need to be replaced can be used by the employee for painting or other work when an old uniform would be appropriate or such old uniforms may be discarded by the employee.

K. Use of Personal Vehicle

An Employee required to use a personal vehicle to travel on an assigned trip in performance of an authorized school function shall be reimbursed for mileage. This does not apply for travel to and from the Employee's home. Authorized travel will be reimbursed at the prevailing rate. Authorized mileage shall constitute that required by the Employer in order that the Employee may carry out assigned duties.

L. Building Coverage

In accordance with the Board of Education policy, whenever the district allows a building to be open, a member of the Buildings and Grounds operational staff shall be in attendance. The Building Head Custodian shall assign personnel to cover an activity. When overtime is involved, the assignment shall be from an established overtime roster.

Recognizing the rights of personnel in another Bargaining Unit (CSEA) it is agreed that a master roster for overtime purposes shall be maintained which includes all employees assigned to a building unit. The Building Head is responsible for an equitable share of overtime. Nothing in this clause requires the assignment of an Employee who is not qualified to perform a specific technical task requiring special skills.

However, whenever a member of the supervisory or administrative staff will be present to open and close the building and takes responsibility for security of the building such coverage by a member of the Building and Grounds operational staff shall not be necessary.

If an employee accepts an assignment to open a building, the employee must complete that assignment.

M. Building Security Checks

Building Heads and Assistant Building Heads shall perform building security checks on Saturdays, Sundays, and any holiday during the school year when custodial services are not normally scheduled. During the period of March 15 through November 14, inclusive, the hours shall be mutually arranged between the Building Head and the Director of Facilities or his designee. During the period November 15 through March 14 inclusive, building security checks will be performed between 2:00 P.M. and 9:00 P.M.

## ARTICLE VI - AUTHORIZED ABSENCES

A. Personal Days

1. Full-time Employees shall be credited with four (4) personal days per school year. Each employee may deposit up to twelve (12) personal days into an individual personal day bank. Up to two (2) days may be utilized from the individual personal day bank each year. Additional personal leave days may be withdrawn from the individual bank with the approval of the Superintendent. All Assistant Building Heads unused days in their

personal day bank will be paid at \$167 per day and all Building Heads, Head Groundsmen and Head of Maintenance unused days in their personal day bank will be paid at \$171 per day at retirement.

2. Personal days may be used for personal emergency or business that cannot be conducted before or after the regular workday, evenings or on weekends. The employer recognizes that some personal business or emergency may be confidential and will respect that confidentiality.
3. Application for and approval of date and time is required from the immediate supervisor. In a bona fide emergency, application for approval of a personal day can be submitted within two (2) workdays after the emergency or within a reasonable time thereafter.
4. Personal leave days will not be used to extend vacation leave or before or after a holiday except with the advance approval of the Superintendent of Schools or designee. Except in extenuating circumstances no reasonable request will be denied.

B. Personal Sick Leave

1. Full-time Employees shall be allowed fifteen (15) days per school year, cumulative to 200 days.
2. An employee hired after July 1 and before June 30 of a school year, shall earn sick leave credit at the rate of 1 1/4 days per month of employment until June 30th of that year.
4. During the last year of employment prior to retirement, sick days will be earned on a pro-rated monthly basis. Additional days may be granted.
5. Death Benefit: Effective 7/1/99, unused sick leave shall be paid at the rate of \$167 per day for all Assistant Building Heads times the number of sick days, up to a maximum of 180 days and \$171 per day for all Building Heads, Head Groundsmen and Head of Maintenance time the number of unused sick days up to a maximum of 180 days. This benefit shall be paid under the following conditions:
  - a. The legal beneficiary of the decedent shall submit a notarized statement to the Superintendent of Schools stating that he or she is in fact the legal beneficiary and thereby is entitled to claim the death benefit. Only after the School Attorney validates the claim shall the actual payment be made.
  - b. At the time of death the Employee must have been an active Employee of the school district.
5. Compensation - "On-the-Job" Injury

The Employer shall carry compensation insurance on all Employees. Time lost due to an "on-the-job" injury caused through no negligence on the part of the Employee shall not be deducted from personal sick leave provided that:

- a. The State Compensation Board determines that the injury is job-related while the Employee was in the performance of his assigned duties.
  - b. The time lost due to a job-related injury exceeds five (5) working days.
  - c. Time lost in excess of five (5) days is reimbursable to the Employer from the carrier of the compensation insurance policy: said reimbursement as determined by the NY S Compensation Board.
  - d. The procedure will be to charge the Employee with sick leave for days lost. Upon receipt of reimbursement from the compensation carrier, charged sick days will be restored.
6. When an Employee is absent for three (3) or more consecutive days, the Employer may require a doctor's statement as to the nature of the illness.

C. Death or illness in Family

1. All Full-time Employees:
  - a. Five (5) days per occurrence due to death of: husband, wife, child, father, mother, sister, brother.
  - b. Three (3) days per occurrence due to death of: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent.
  - c. Three (3) days due to serious illness in the immediate family. The immediate family shall mean wife, husband, father, mother, child.
  - d. Exceptions to the provisions of Section C 1 a. b. and c may be granted with the prior approval of the superintendent.



2. All authorized absences in Article VI, Section C, are per school year and are non-cumulative.

D. Other Authorized Absences

1. Military Leave

The Employer shall grant an Employee a military leave of absence, without pay, in accordance with Section 243 of Military Law.

2. Emergency Closing of Schools or District

All Employees shall report for work at the normal time and work a normal day unless otherwise notified by the immediate supervisor or the Director of Facilities.

**ARTICLE VII- BENEFITS**

A. Paid Vacations

Twelve-month Employees only:

1. During the initial year of employment with the District, the Employee shall earn vacation time calculated from the date of employment until June 30 of that school year. The Employee shall receive a prorated number of vacation days based on the time earned during that period. The employee may use the vacation days earned beginning July 1 following the date of employment.
2. Thereafter, counting the first partial year as one year of employment, vacation time is earned during the twelve (12) months preceding July and is credited to the employee on July 1 of each year in accordance with the following schedule:

From the Date of employment to July 1	Prorated portion of 10 days
After 5 years of employment	15 days
After 10 years of employment	20 days
After 11 years of employment	21 days
After 12 years of employment	22 days
After 13 years of employment	23 days
After 14 years of employment	24 days
After 15 years of employment	25 days

3. Earned vacation may be used as arranged between the Employee and the Director of Facilities, except that an Employee must be granted at least one-half of his earned vacation time during July or August if requested.
4. Not more than five (5) days of earned vacation may be carried over as "unused vacation" from year to year, unless the employee is prohibited by an action taken by the Employer. Any unused vacation days in excess of five (5) may be cumulative only with the written authorization of the Business Administrator.
5. An Employee may request and be granted leave of absence without pay with the prior authorization of the Superintendent of Schools or designee.
6. All full-time employees will be given the option to sell five (5) days of vacation per year, following the employee's notification of retirement, during his final three years of employment at the existing daily pay rate for the individual. Employees will have the option of payment in October or January in the first two years. Payment shall be in October during the final year.

B. Holidays

Full-time Employees are guaranteed fourteen (14) paid holidays per school year, days to be designated in conformance with the approved school calendar.

C. Health Insurance

1. Eligibility Requirements

a. Employee must work a regularly scheduled workweek of forty (40) hours or more to receive coverage in accordance with 2.a. below. Part time employees will receive a prorated share of the benefit.

b. Temporary or substitute employees shall be specifically excluded from receiving the health benefits.

2. Coverage - The health insurance plan provided by the District to the Employees in the bargaining unit and the benefits provided thereunder, shall be those furnished by the Carmel Health Benefits Plan or by any successor health consortium providing the same or greater benefits.

a. The Employer will pay 100% of the premium payment for Employees in the bargaining unit as of June 30, 1990 (individual and family coverage). The Employer will pay 80% of the premium payment for new Employees to the school district hired into the bargaining unit on or after July 1, 1990 (individual and family coverage). If an Employee transfers from another bargaining unit into the building heads unit, there shall be no diminution in the Employer's contribution to the premium payment and in no event will the Employer pay less than 80% of the premium payment (individual and family coverage).

b. An active Employee working in a twelve-month job classification, having a minimum of ten (10) years of full-time service to the Carmel Central School District, shall receive paid health insurance coverage as a retiree. The retired Employee shall contribute the same proration of premium that he contributed at the time of retirement.

D. Retirement

1. The Non-Contributory Plan - Section 75i shall be granted to all employees eligible to join the NY S. Employees' Retirement System. If any other retirement plan equal to or better than the above plan is offered by the District, any association member shall be entitled to join such a plan.

2. Resignation for Purpose of Retirement - All Assistant Building Heads will be paid for unused personal sick days at \$167 per day. up to a maximum of 180 days. All Building Heads, Head Groundsmen and Head of Maintenance will be paid for unused personal sick days at \$171 times the number of unused sick days, up to a maximum of 180 days. This benefit will be paid under the following conditions:

a. A notarized resignation statement for the purpose of retirement shall be presented to the Superintendent by March 1, of the year preceding the year in which retirement payments shall begin, the resignation date is to be stated in the notarized statement. A request to waive the time provisions may be requested in writing to the Superintendent of Schools who shall render a decision within thirty (30) days following receipt of such request. The decision of the Superintendent shall be final.

b. The Employee must be eligible to retire under the regulations and terms of the New York State Employees' Retirement System.

c. Terms of payment for Employees filing for retirement on or after 7/1/99.

1) Year 1 (Year immediately following approved application):

4/9ths of sums computed by multiplying \$167 for all Assistants Building Heads, and \$171 for all Building Heads, Head Groundsmen and Head of Maintenance times cumulative sick days, maximum of 180 days.

2) Year 2:

5/9ths of sum computed in the same manner as #1 above.

d. A Notice of Resignation to Retire submitted and approved by the Board of Education may not be withdrawn without the written consent of the Superintendent of Schools and the Board of Education.

E. Other Benefit Provisions

1. Jury Duty - An Employee serving on Jury Duty will receive the normal pay for each day absent. Court remuneration to the Employee will be given to the Employer. The Employee will serve until discharged by the court. Time served on Jury Duty is non-deductible.

2. Longevity - An Employee shall be entitled to Longevity increments in addition to the normal wages, on an annual basis at the completion of a certain term of consecutive service, as stipulated below, with the Carmel Central School District. The date of employment shall be used to determine completed years of service. If an Employee on his own accord terminates employment and returns at a later date, consecutive service is broken and the later date shall apply.

Completion of	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
10 years	\$1,000	\$1,100	\$1,200	\$1,300	\$1,400
15 years	\$1,200	\$1,300	\$1,400	\$1,500	\$1,600
20 years	\$1,400	\$1,500	\$1,600	\$1,700	\$1,800
25 years	\$1,700	\$1,800	\$1,900	\$2,000	\$2,100

3. Damage to Personal Property

The Employer shall reimburse an Employee for clothing damaged as a result of negligence or carelessness on the part of the Employer. No reimbursement will be made by the Employer for a loss caused by negligence or carelessness on the part of the Employee.

F. Welfare Fund

1. The District shall make yearly contributions to the Welfare Fund in the same amount as that agreed to for the teachers in the Carmel Teachers Association Collective Bargaining Agreement. Payments shall be based on the following schedule:

July 1	25%
October 1	25%
January 1	25%
April 1	25%

2. The purpose of the fund shall be to provide various health and insurance coverage to all unit members. No portion of the monies in the fund or insurance coverage purchased by the fund shall be used to defray or cover expenses incurred by unit members in the defense of actions brought against them by the District.
3. District Responsibility: The District's only responsibility shall be to transmit the monies to the trustee of the Fund, and the District shall not be responsible for benefits provided for unit members through the Fund, or for any of the insurance coverage purchased thereunder.

G. Sick Leave Bank

A sick leave bank shall be maintained to provide sick coverage for unit employees who, due to an extended illness, accident or disability, have exhausted their accumulated sick leave.

The Sick Leave Bank shall be operated in the following manner:

1. Each eligible unit employee wishing to participate in the Sick Leave Bank shall submit to the Board of Education a written waiver of the number of accumulated sick leave days being contributed. The contribution rate shall be one (1) day a year per employee unless the sick leave bank falls below 150 days. in which case the following contribution rates shall be in effect:
- a. Employees with accumulations between 0-60 days shall contribute 1 day per year:
  - b. Employees with accumulations between 61-120 days shall contribute 2 days per year:
  - c. Employees with accumulations between 121-180 days shall contribute 3 days per year:
  - d. Employees with accumulations of 180 days or more may in addition to the required annual contribution elect to contribute up to ten additional days.

Contributions are not mandatory, but once made, may not be withdrawn. The written waiver shall be submitted to the Board of Education by September 30th of each year of the agreement.

The annual contribution will be calculated by October 10th.

2. The unused sick days in the Bank shall be cumulative and shall be carried forward from year to year.

3. All eligible unit members may participate in the Sick Leave Bank but unit members not electing to contribute days to the Bank shall not receive time from the Bank. Open enrollment in September of each year will be offered to any eligible unit member who has not contributed in prior years.  

An unit member joining (enrolling) in the Bank in years 2 or 3 must contribute the same number of days as an employee who has participated and contributed from year one.
4. Withdrawals from the Sick Leave Bank shall be limited to eligible unit members suffering extended physical or mental illness or disability and who have used all sick leave days accumulated in their own account.  

The maximum lifetime withdrawal per unit employee is 60 days. The unit Employee may apply to the Sick Leave Bank Committee for additional days.
5. If at any time during the year, the number of days in the Sick Leave Bank falls below 20 days, the Bank shall be renewed as follows
  - a. The District will contribute one day for every two days contributed by the unit employees, up to a maximum of 20 days.
  - b. Unit employees shall have the right to contribute 1, 2 or 3 days based on their accumulations as set forth in (l), above.
6. In order to qualify, the eligible unit member must present valid medical evidence attesting to the illness or physical or mental incapacitation, to the Superintendent of Schools or his designee.
7. In order to qualify, an eligible unit member must undergo a waiting period. The waiting period will be equal to five (5) sick days times the number of years in service (not to exceed 10 years) as a building head unit member in Carmel. The waiting period may be waived upon the approval of the Sick Leave Bank Committee.
8. A Sick Leave Bank Committee consisting of two (2) members appointed by the President of The Building Heads Supervisory Association, and two (2) members appointed by the Superintendent of Schools shall be formed to review the administration of the Sick Leave Bank and to establish and interpret by-laws and procedures for the operation of the Sick Leave Bank. Determinations of the Sick Leave Bank Committee shall not be subject to the grievance procedure.

## **ARTICLE VIII - SENIORITY, TRANSFERS, PROMOTIONS, VACANCIES**

### **A. Vacancies**

All vacancies which occur within the Association Bargaining Unit shall be posted by the Employer on Employee bulletin boards and a copy of such vacancy notice shall be forwarded to the President of the Association Bargaining Unit.

1. The vacancy may not be permanently filled by the Employer until five (5) working days have elapsed subsequent to date of posting.
2. An Employee desiring to fill a vacancy will apply, in writing to the Business Administrator within five (5) working days following the date of posting. The vacancy notice shall indicate final date for filing application to fill vacancy.
3. The Employer, when filling a vacancy on a permanent basis, shall give the first consideration to an Employee covered by this Agreement, provided the applicant is qualified to fill the vacancy. Preference shall be given to the most senior applicant when the Employer determines that qualifications of the applicants are equal.
4. Nothing in this Agreement prevents an Employee covered under the terms of this Agreement from applying for a District vacancy outside the Association Bargaining Unit.

### **B. Transfers**

1. The Employer retains the right to transfer Employees when such transfer is in the best interest of the School District. The Employer will, in writing, provide the Association with the "just cause" reasons upon request.
2. An Employee within the Bargaining Unit may request a transfer for 'just cause". The request will be in writing and submitted to the Director of Facilities, stating the reasons for the requested transfer. The Employer will give consideration to this request.

C. Seniority

1. Seniority in a job classification will take preference as provided in this Agreement.
2. Seniority will be counted from initial date of Employment with district. Time will be deducted for all interrupted service except for authorized leaves of absence.

D. Promotions

The Employer recognizes the value of promotions from "within" the Employee Unit. All promotions within a competitive classification shall be in accordance with established Civil Service procedures. An Employee actually performing in a higher job title for more than twenty (20) consecutive working days shall be advanced to the higher classification and the appropriate pay scale.

## ARTICLE IX - OTHER EMPLOYMENT CONDITIONS

A. Personnel Files

1. Upon written request, each Employee shall have the right to review at any time mutually convenient, the contents of his personnel file, excepting however, any confidential references given at the time of his employment. At the Employee's request a representative of the Association may accompany the Employee in such review. The review shall be made in the presence of the Supervisor responsible for the safekeeping of such file. Facilities shall be available for the Employee to make photocopies of such contents and records as concern his work for himself except in circumstances beyond the control of the administration.
2. Also, a copy of any complaint placed in the Personnel File of any Employee shall be sent to the Employee within one (1) week thereof.

B. No Strike Pledge

The Association pledges that it will file with the School District Clerk a written pledge that the Association will not participate or engage in a strike, work stoppage, or any other action that will interfere with the normal operation of the established work schedule.

C. Physical Examination Required by the Employer

A physical examination required by the Employer to establish or retain employment shall be at the expense of the Employer provided that the examination is conducted by a duly appointed school physician. The Employee shall have the privilege of selecting a physician from a list annually established by the Board of Education.

D. Association Privileges

1. The Association will be granted facility usage, without cost, for the purpose of conducting association business when such business is not of a fund raising nature. Request to use a facility must be approved by:
  - a) Building Principal
  - b) Asst. Supt. for Business
2. Members of the Association Negotiating Committee will be granted time off to attend negotiating sessions when such sessions are conducted during regular working hours
3. Dues Deduction Privilege: The Employer agrees to dues deductions from the wages of Association members when the members individually authorize the deductions of such dues as established by the Association. An Employee may also authorize the Employer to make a deduction from wages for the NYSUT Benefit Trust and/or OPPORTUNITY PLUS. Authorization to deduct dues, or authorization to withdraw the dues deduction, shall be in writing on prescribed forms provided by the Association.
4. The president of the association or his designee will be allowed four (4) days with pay to attend seminars, etc. In addition, the president or his designee shall have the option to request approval for the use of two personal days for association business. Reasonable notification shall be given to the Director of Facilities or his designee.

E. Lay-Off and Recall

1. In the event of a reduction in work force, provisions of the Civil Service shall apply. If in the competitive class, employees shall be laid off in the inverse order of their seniority and be placed on a Civil Service preferred recall list, such list to remain in effect for three (3) years. If in the non-competitive class, employees shall be

laid off in the inverse order of their seniority and be placed on a preferred non-competitive recall list, such list to also remain in effect for three (3) years.

2. Employees who are laid off due to a reduction in work force shall receive at least thirty (30) calendar days notice.
3. When an employee is notified of a layoff, he shall be permitted to accept any lower paying position he is able to perform provided a vacancy exists at the time of the layoff.
4. Recall of employees laid off by a reduction in work force shall be in the order of their seniority from the appropriate preferred list. Notice of recall shall be by certified mail to the last known address.
5. An employee shall be dropped from the recall list if he does not respond to the Employer within five (5) days after receipt of notice of recall.

F. Just Cause

No employee shall be disciplined, reduced in rank or deprived of employment advantage without just cause.

G. Final Agreement Document

The cost of preparation of the finalized document shall be paid by the Employer. The Association assumes responsibility for distribution of copies of the finalized document to all Employees covered under the terms of the Agreement.

H. The District shall have the right to use time clocks or sign in/sign out sheets, or a combination thereof, to record daily attendance and work hours, including overtime and premium time.

## ARTICLE X - AGREEMENT REQUIRING LEGISLATIVE ACTION

Any written agreement between the 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 thereof, shall not become effective until the appropriate legislative body has given approval.**

## ARTICLE XI - GRIEVANCE PROCEDURE

A. Definition

A "grievance" is the claim by the Association or person that there has been a violation of the terms of this Agreement.

B. Purpose

The purpose of this procedure is to secure an equitable solution to the disputes, which may arise over matters defined in Paragraph "A" as rapidly as possible.

C. Procedure

It is agreed to that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Before submission of a written grievance, the aggrieved party should attempt to resolve informally. To expedite the process, the number of days indicated shall be considered as a maximum.

1. Level One

An aggrieved person or his representative will first present his grievance in writing to his immediate supervisor with whom it will be discussed directly. The meeting of the aforesaid parties shall be scheduled within five (5) school days of proper filing of the grievance. The immediate supervisor shall inform the aggrieved person of his decision in writing within five (5) school days after the meeting.

2. Level Two

If the grievant is not satisfied with the decision at Level one and the grievance is considered by the Association to be meritorious, the Association shall notify the Assistant Superintendent for Business in writing within five (5) school days after it has received the decision that it wishes to carry the grievance to Level Two. A meeting of the aforesaid parties shall be scheduled within live (5) school days following receipt of the appeal.

3. Level Three

If the grievant is not satisfied with the decision at Level Two and the grievance is considered by the Association to be meritorious, the Association shall notify the Superintendent of Schools in writing that it wishes to carry the grievance to Level Three. A meeting of the aforesaid parties shall be scheduled within five (5) school days following receipt of the appeal.

4. Level Four

If the grievant is not satisfied with the decision at Level Three and the grievance is considered by the Association to be meritorious, the Association shall notify the Board of Education in writing that it wishes to carry the grievance to Level Four. The Board of Education has fifteen (15) days from receipt of the appeal from the decision of the Superintendent of Schools to hear the alleged grievance at Level 4 or to move it directly to binding arbitration (Level Five).

5. Level Five

If the grievant is not satisfied with the decision at Level Four and the grievance is considered by the Association to be meritorious, the Association shall notify the Board of Education in writing that it intends to appeal the decision to binding arbitration. Such notification must be forwarded to the District within five (5) days of receipt of the Level Four decision.

- a. The parties agree to be bound by the rules of the American Arbitration Association.
- b. The arbitrator shall issue his decision and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be rendered to the District and to the Association and shall be binding on all parties.
- c. The arbitrator shall make no decision which is contrary to or inconsistent with, or which modified or varies in any way, the terms of the Agreement.
- d. The cost for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and the Association.

D. Rights Under Grievance Procedure

1. Any grievance shall be presented within thirty (30) school days after the grievant and the Association know or should have known of the occurrence or events claimed to have given rise to the grievance. Failure to proceed to the next step within the applicable time limits shall be deemed a waiver of the grievance, and the grievance shall abate.
2. The District shall make available to the Association such information deemed necessary for the Association to carry out its function of processing Association grievances (excluding confidential personnel records).
3. In the event that a representative or individual designated in writing by the Association, investigates or is required to attend a grievance proceeding, he shall be released from his regular assignment without loss of pay for the period of time necessary to permit his attendance at such proceedings.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be available without permission of the aggrieved party.

## ARTICLE XII - COMMITTEES

Liaison Committee . A committee shall meet with the Superintendent of Schools or his designee and such other administrators or supervisors as he may designate, at least once a month, subject to cancellation by mutual agreement during the duration of this contract, to review and discuss policies and items of mutual concern.

## ARTICLE XIII - MATTERS NOT COVERED IN AGREEMENT

Recognizing the difficulty in covering all items relevant to the terms and conditions of employment in a written document, it is hereby agreed by both parties that any term or condition of employment not covered needing clarification may be opened for negotiations. In any event, the reopening of negotiations after ratification by both parties may only be accomplished by the consent of both parties to the Agreement.

**ARTICLE XIV - CONFORMITY TO LAW**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.



**ARTICLE XV - EXECUTION OF AGREEMENT**



The provisions of this agreement shall take effect on the 1st day of July 2004 and shall remain in effect through and including the 30th day of June 2009.

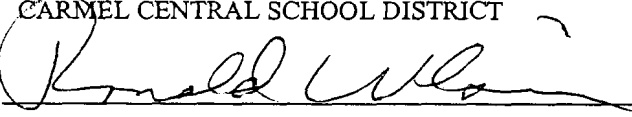
**Signatory**

In witness whereof: The parties to this Agreement, having obtained authorization to execute this Agreement by majority vote of their respective membership, set their hands this 25 day of October 2004.

CARMEL CENTRAL SCHOOL BUILDING HEADS  
SUPERVISORY ASSOCIATION

CARMEL CENTRAL SCHOOL DISTRICT

  
  
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