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Contract Database Metadata Elements

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Union: **Churchville-Chili Civil Service Administrators Group**

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**AGREEMENT
BETWEEN
CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT**

AND

**CIVIL SERVICE
ADMINISTRATORS' GROUP**

7/1 6/30
2005-2009

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

9

**CIVIL SERVICE ADMINISTRATORS' GROUP
PERSONNEL POLICY AND BENEFITS**

I. RECOGNITION:

The Churchville-Chili Civil Service Administrators' Group will include professional civil service Churchville-Chili Central School District staff with the following titles:

Exempt:

Director of Transportation, Director of Food Service, Head Mechanic, Technology Network Coordinator, and Treasurer

Non-Exempt:

Head Bus Driver and Micro Computer Technician

II. NEGOTIATIONS PROCEDURE:

Either party may request to open negotiations, but in no case later than January 15 of the year in which the contract expires. Each party shall choose representatives who will be authorized to make tentative agreements regarding terms and conditions of employment, subject to final approval by the Group.

III. PERSONNEL POLICIES:

A. Vacations

1. Twelve month members will be eligible for 15 days of vacation during each of the first five years of service; 20 days vacation after five years of service, and additional vacation of (two days) for each year after completion of ten years of service, up to a maximum of 30 days vacation per year.

Members on less than a twelve-month work year will work according to the teachers' ten-month calendar including the last week in June and beginning September 1 plus twenty days between July 1 and August 31, to include working the full week before school.

2. Upon retirement, members will be compensated for unused vacation time. All members may accumulate 10 days per year to a maximum of 45 days of carry over vacation days. Upon severance from the district, all carry over days and any earned vacation days not used will be paid at the rate of 1/260 of current salary.

3. Exempt employees may buy back up to 5 vacation days per year, at 1/260 of their yearly salary.

4. Non-exempt employees due to their need to be on duty during school vacations, may buy back up to 2 days at 1/260 of their yearly salary.

B. Holidays

Twelve-month members will be granted twelve (12) holidays according to the administration holiday schedule, plus two (2) floating holidays to be determined annually per member's request.

New Year's Day	Good Friday or Christmas Eve*
Presidents' Day	Memorial Day
Martin Luther King Day	Labor Day
Independence Day*	Veteran's Day
Columbus Day	Christmas Day
Thanksgiving Day (2 days)	

* -- Does not apply to ten (10) month member

C. Inclement Weather School Closings

In the event of the closing of schools due to inclement weather conditions, at their discretion, members, with the exception of the Director of Transportation, Head Mechanic, and Head Bus Driver, need not report to work unless requested to do so by the Superintendent of Schools. Members directed to report to work shall receive compensation at the rate of one and one-half times their equivalent hourly rate.

D. Sick Leave

The District shall allow each member ten (10) days of sick leave per year without loss of salary. After three (3) years of service, this annual amount shall be twenty (20) days per year. Unused sick leave shall be allowed to accumulate to two hundred (200) days plus carryover up to twenty (20) days for a maximum within a year of two hundred twenty (220) days. Sick leave for ten-month members shall be prorated one hundred sixty-seven (167) day accumulation, and maximum of one hundred eighty-seven (187) days. Sick leave not used at the time of retirement under terms of the New York State Employees Retirement System shall be added to service credit in accordance with provisions of NYSERS option 41j.

E. Sick Bank

A "sick bank" shall be created by each unit member contributing one sick day and with the District contributing a like number of days. Upon exhaustion of their own personal sick days (not family sickness), a member may ask the sick bank approval committee, composed of a group member and a district representative, to grant sick days up to the number available in the bank. The committee shall recommend to the Superintendent whether such days shall be granted. Members may be asked to contribute additional sick days at a rate to be mutually agreed to by the District and the group. Additional sick day contribution will be capped at five days every five years per member.

F. Family Sick Days

Up to five (5) days per year of personal sick leave may be allocated for family illness.

G. Bereavement Leave

Members may be granted up to four (4) days per year without loss of pay in the event of a death in the immediate family or of someone with whom a close personal relationship existed at the time of death.

H. Childbearing Leave

Members shall be granted sick leave up to a total of thirty (30) workdays during pregnancy and immediately after the birth of the child. Member shall provide the Superintendent with the original statement from the member's physician indicating the period of disability.

I. Child Rearing Leave

A member may apply for and will receive an unpaid leave of up to two (2) years to rear an infant child. At the end of the leave, the member must work an additional two (2) years before being considered for another child rearing leave.

J. Paternity Leave

A member shall be granted up to two (2) days paternity leave at the time of the birth of a child. This leave will not be in addition to childbearing leave.

K. Adoption Leave

A member adopting a child is entitled to up to five (5) days of leave with pay for the purpose of completing adoption legal proceedings.

L. Personal Leave

A member is allowed up to five (5) personal leave days with pay per year. These leave days must be approved in advance by the member's supervisor and cannot be used for recreational purposes or to extend a vacation, holiday or other break period. Personal leave days are not cumulative.

M. ~~Short-Term~~ Leave Without Compensation

Absence without pay may be granted by the Superintendent of Schools on the sole discretion of the Superintendent. These leaves are considered on a case-by-case basis and will not establish a precedent or practice.

N. Previous District Experience

Members who become members of the Civil Service Administrators Group from other assignments in the District will bring with them their accumulated sick days and their years of service for determining vacation days.

O. Professional Leave (Exempt Only)

Upon request to and approval by the Superintendent of Schools, a member may receive up to one year at half pay, or one-half year at full pay for the purpose of advancing the member's professional competence. At the time of the granting of the professional leave, the member must agree in writing to remain employed by the District for a period of no less than two (2) years, or be obligated to pay back to the District the cost of the leave including fringe benefits and the cost of a replacement if necessary. Professional leaves will be considered only after a member has been continuously employed by the District for five (5) years, and will be considered no more frequently than every seven (7) years thereafter.

P. Conference Attendance (Exempt Only)

All members will be entitled to attend at least one major conference (i.e. a state or national conference of a professional organization or the equivalent) during each school year.

Q. Jury Duty

Members serving on Jury Duty at court shall be paid their daily salary for each day of in-court jury duty.

R. Tuition Reimbursement

1. Members may receive tuition reimbursement for courses of study relating directly to current work responsibilities and approved in advance by the Superintendent of Schools.
2. Such reimbursements shall be capped at a dollar amount equivalent to the cost of six graduate hours per semester (3 semesters per year) at SUNY @ Brockport. This cap will be waived if the member agrees to remain employed by the District for one year following completion of the course work. If the member terminates employment with the District, before the year-end, the reimbursement amount above the cap shall be re-paid.

IV. WORK YEAR:

Members shall work Monday through Friday each week of the year, except for vacations, holidays and approved leave periods. The District recognition the following positions as exempt and non-exempt employment status.

EXEMPT EMPLOYEES	NON-EXEMPT EMPLOYESS
District Treasurer	Head Bus Driver
Director of Food Service	Micro Computer Technicians
Head Bus Mechanic	
Director of Transportation	
Network Administrator	

Non-exempt members – work hours

1. Non-exempt members' workweek shall not exceed 40 hours. The Superintendent of Schools or his/her designee may authorize work hours in excess of forty per week. Compensation for such work shall be at the rate of 1 ½ times the normal rate of pay (hourly rate is calculated by dividing annual salary by 2080 hours). During the eleven holidays, compensation will be two times regular pay.
2. By mutual agreement between the non-exempt members and his/her supervisor, the member may elect to take compensatory time off rather than receive overtime pay.
3. Designated non-exempt members will be available outside of normally scheduled hours to resolve work-related issues such as IT equipment failures or transportation problems. Members who resolve work-related problems during non-work hours

will be eligible to receive a \$1,000 per person stipend up to \$3,000 total stipends per year. Stipends may be divided at the discretion of the Supervisor. Supervisors will keep accurate records of these incidents and review them with the Director of Finance.

V. HEALTH INSURANCE:

Active members

- A. Effective July 1, 2004, the District shall offer employees the choice of the Rochester Area School Health Plan (RASHP) I (Blue Million Plan), or the RASHP II plans (Blue Point 2 Value Plan, Blue Point 2 Select Plan or Blue Point 2 Extended Plan). Instead of any of these plans, the District may offer a substantially comparable form of coverage, which it will designate after consultation with the Association.
- B. For full-time employees, the District will pay the dollar equivalent of ninety-five percent (95%) of the monthly premium cost of the RASHP II-Blue Point 2 Select Plan (or substantially comparable replacement plan), or 100% of the monthly premium for the employee's coverage, whichever is less. Employees will pay by payroll deduction any monthly premium expense in excess of the District's contribution.
- C. Dental Insurance – Active Members: The District will pay 85% of this benefit for any member who chooses to participate and the employee will pay the remaining amount by payroll deduction.
- D. Retiree Health and Dental Benefits
 1. Civil Service Administrator members who have 10 years of continuous full-time service at the time of their retirement and as of the date of their retirement receive health and dental coverage under this Agreement shall be eligible for 12 years of continued health insurance and dental coverage under the program in effect for the active employees, with the retiree's contribution for the coverages set at the percentage in effect on their last day of work for the District. After retirement, if an administrator pre-deceases his/her spouse, the spouse shall remain eligible for single coverage as long as the spouse remains unmarried.
 2. Civil Service Administrator members who have 10 years of continuous full-time service at the time of their retirement and as of the date of their retirement do not receive health or dental coverage under this Agreement shall receive 12 years of payments equal to the amount the District would have expended on their behalf if the member had been enrolled in the health and dental plans and therefore eligible for the benefit set forth above, with the amounts paid to the employee once every three months, or at such later time as may be directed by the retired member.
 3. As proof of retirement for the purposes of receiving the above benefits, the administrator shall provide the District with evidence of receipt of New York State Employee Retirement system pension benefits.

VI. LIFE INSURANCE AND OTHER BENEFITS:

- A. Each member will have a sum of money equal to 2.25% of their previous year's annual salary available to purchase benefits. These benefits must include group term life insurance equal to one and one half (1 ½) times the member's annual salary as of July 1 of the previous year.

- B. Members will have an opportunity to apply any excess monies to the following items:
 - 1. additional group term coverage
 - 2. district approved tax-deferred annuity
 - 3. maintenance of universal life insurance coverage
 - 4. district approved disability coverage

- C. Members may elect to participate in the District-sponsored program of Flexible Spending Account.

VII. RETIREMENT INCENTIVE PLAN:

A. Eligibility

The retirement incentive plan is available only to members employed by the District on 7/1/99. Members must be at least 55 years of age and have completed a minimum of 15 years of continuous service in the Churchville-Chili School District to be eligible for the full benefit under the plan. Administrators who reach 55 years of age with at least 10 years of continuous service will be eligible for reduced benefits as follows:

10 years	=	75%
11 years	=	80%
12 years	=	85%
13 years	=	90%
14 years	=	95%
15 years	=	100%

Administrators who reach 55 years of age with less than ten years of continuous service in the District are not eligible for an incentive.

B. Procedure

1. Members who wish to benefit from this plan must submit to the Superintendent of Schools at least 5 months prior to their 55th birthday a non-rescindable letter of resignation for retirement purposes effective on a date from the member's 55th birthday to June 30 of the school year in which that birthday falls, and must retire as of that effective date. Administrators who do not submit a letter of resignation and retire in the school year of their 55th birthday shall not be eligible for the incentive benefit.

2. Members shall have two weeks from after submission of their letter in which to reconsider their decision to retire. A decision to reconsider within the two-week period must be submitted in writing to the Superintendent of Schools on or before the last day of

the two-week grace period. After the two-week grace period, the decision to resign and retire shall be irrevocable.

C. Amount of payment

1. Members who meet all of the above requirements will be paid the greater of (a) \$13,000 or (b) 1/3 of their final year's salary, which is the salary paid to them during the one year period prior to date of their retirement (or a percentage of such amount, as provided above).

VIII. GRIEVANCE PROCEDURES

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of harmonious and cooperative relationship between the Board of Education and the Civil Service Administrative Group is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of members of the unit.

B. Definitions

The term Grievance, as used in this Agreement, shall mean any alleged violation of the application of terms of provisions of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance, Superintendent's adjustment of salary, and FLSA violations.

Administrative Group shall mean Churchville-Chili Civil Service Administrative Group.

Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean the Grievance Committee of the Administrative Group and any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Churchville-Chili Civil Service Administrative Group.

Hearing Officer shall mean any individual or board charged with the rendering of decisions at any stage of grievances hereunder.

C. General Procedures

All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the section of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general

statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the member of the unit and the Administrative Group.

If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Administrative Group directly to Stage 2 described below.

Except as otherwise provided in Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings, if any, made at each and every stage of this grievance procedure.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievances or participation therein.

Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Board and Administrative Group. The Superintendent shall provide for the printing of appropriate forms. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel file of the participants.

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his supervisor and having the grievance informally adjusted without intervention of the Administrative Group, provided the adjustment is not inconsistent with the terms of this Agreement.

Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

D. Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

Unless written grievance is forwarded at the first available stage, within fifteen (15) working days after the unit member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Administrative Group within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Grievance Stages and Review

Stage 1 – Immediate Supervisor

- (a) A member of the negotiating unit having a grievance will discuss it with his immediate Supervisor, either directly or with a representative, with the objective of resolving the matter informally.
- (b) If after five (5) working days, the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate Supervisor. Within ten (10) working days after the written grievance is presented to him, the Immediate Supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the unit, his representative and the Administrative Group.

Stage 2 – Superintendent

- (a) If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Administrative Group's Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (c) Within twenty (20) working days after receipt of the appeal, the Superintendent or his duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.

- (d) The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

Stage 3 – Arbitration

- (a) If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the aggrieved party, it may submit the grievance to arbitration by notice to the Superintendent within fifteen (15) working days of the decision at Stage 2.
- (b) Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and/or the Association will notify the American Arbitration Association to arrange for a mutually agreeable date for a hearing. Said parties will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, in the event that the parties do not agree on the submission either at the hearing or as a part of the decision.
- (c) The selected arbitrator will hear the matter promptly and will issue his decision in accordance with AAA rules.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.
- (e) The arbitrator cannot rule or act on any provision except those contained within the contract.
- (f) The decision of the arbitrator shall be final and binding upon all parties.

The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board of Education equally and by the Association. Each party will bear expense of its own legal counsel.

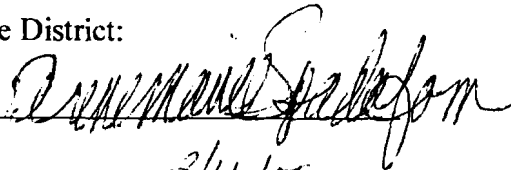
VIII. SALARY:

2005-06 School Year --	3.5%
2006-07 School Year --	3.6%
2007-08 School Year --	3.7%
2008-09 School Year --	3.8%

X. LENGTH OF AGREEMENT:

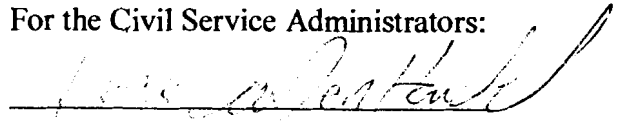
This agreement shall be in effect from July 1, 2005 through June 30, 2009.

For the District:



Date: 2/16/05

For the Civil Service Administrators:



Date: 2/16/05