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Title: **Horseheads Central School District and Horseheads Custodial, Maintenance, Food Service, Monitors Unit #6355, CSEA Local 1000, AFSCME, AFL-CIO (2005)**

Employer Name: **Horseheads Central School District**

Union: **Horseheads Custodial, Maintenance, Food Service, Monitors Unit #6355, CSEA, AFSCME, AFL-CIO**

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GEN/5308

AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS
HORSEHEADS CENTRAL SCHOOL DISTRICT

and

The Civil Service Employees Assoc., Inc.,
Local 1000 AFSCME, AFL-CIO
for and on behalf of
**THE HORSEHEADS CUSTODIAL - MAINTENANCE -
FOOD SERVICE - MONITORS UNIT #6355**

July 1, 2005 – June 30, 2009

HORSEHEADS CENTRAL SCHOOL DISTRICT
Horseheads, New York

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JP

If you have questions about this contract, representation, benefits and services, please using the following guide:

My Unit President:

Phone: _____

My Building Representative:

Phone: _____

My Labor Relations Specialist:

Ms. Shawn M. Lucas

CSEA Binghamton Satellite Office

71 State Street, 1st floor, Binghamton, NY 13901

Phone: 607-772-1750 Fax: 772-8017

LRSLUCAS@aol.com

The following CSEA staff professionals can be reached at the CSEA Central Region 5 Office: Political Action Coordinator, Occupational Health & Safety Specialist, Communications Associate, Membership Organizer.

CSEA Central Region 5 Office

6595 Kirkville Road, East Syracuse, NY 13057

1-800-559-7975 or 315-433-0050

James Moore, Regional President

Joe Maratea, Regional Director

CSEA Headquarters

143 Washington Avenue, Albany, NY 12210

www.cseainc.org

1-800-342-4146 or 518-434-0191

CSEA / JTL Retirement Counseling

1-800-664-1106

CSEA / JTL Personal Insurance Lines

1-800-929-6656

www.jltservices.com

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PREAMBLE

This Agreement is entered into July 1, 2005 by and between the Superintendent of the Horseheads Central School District, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Chemung County Local 808, for the Horseheads Central School Custodial-Maintenance-Food Service-Monitors Unit # 6355 .

SECTION I **ALL EMPLOYEE(S)**

ARTICLE I – Recognition

Section I.

The Employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO as the sole and exclusive bargaining agent and representative for all Custodial, Maintenance, Food Service and Monitors included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employees' Fair Employment Act.

The Unit will consist of:

A. Those who encumber a position on a probationary, or permanent basis in one of these areas: Cleaner, Courier, Assistant Cook, Cook, Building Maintenance Mechanic, School Monitor, and Food Service Helper.

The parties agree that should the district add employees falling within these titles, these employees will be placed within this Unit. Exceptions to the above will be those supervisors in the non-instructional supervisor's unit.

Section II.

A. Dues Deduction

The Civil Service Employees Association, Inc., (CSEA) will have the exclusive rights to payroll deduction of dues, agency fees and Union sponsored insurance and benefit programs premiums for employees covered by this Agreement. Such dues, Security Term Life Insurance and Income Disability will be remitted (in a single check) to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210, on a payroll period basis. The Employer agrees that it will deduct from the wages of the members of CSEA, through no more than one payroll slot, and remit (in a single check) to Jardine Group Services Corp., P.O. Box 956, Schenectady, N.Y. 12301-0956, all other CSEA sponsored insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. No other organization will be accorded payroll deductions privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

B. Credit Union Deductions: The Association has the right to have unlimited changes in payroll deductions for Credit Union transactions.

Section III. Access to Employees

The Union and its designated agents shall have the sole and exclusive right of access to members of the bargaining unit during working hours to explain Civil Service Employees Association - sponsored benefits and programs.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and condition of employment, or be provided meeting space, on property or premises owned or occupied by the Horseheads Central School District during the period Civil Service Employees Association, Inc. is legally recognized as the bargaining agent for the members of this unit.

Section IV. Information

On the effective date of this Agreement, the employer shall supply to the Civil Service Employees Association, Inc. Custodial-Food Service's Unit President a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, and first date of employment. Such information shall hereafter be provided to the Civil Service Employees Association, Inc. Custodial-Food Service and Monitors' Unit President when requested but no more frequently than on a quarterly basis.

When any personnel are hired, terminated, or transferred, the President of the Unit shall be notified within five (5) working days in writing as to the effective date of the employment, termination, or transfer, name of individual, salary, step, classification and location of the job.

Section V. Reciprocal Rights

1. The employer recognizes the rights of the employees to designate representatives of the Civil Service Employees Association, Inc. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employees.

2. The employer and the Civil Service Employees Association, Inc. shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or age.

3. The Civil Service Employees Association, Inc. agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement and will use its best endeavors to protect the interests of the employer to conserve property, protect the public and give service of the highest quality.

4. The Civil Service Employees Association, Inc. shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board or the Assistant Superintendent for Administrative Services.

5. The officers and agents of the Civil Service Employees Association, Inc. shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this contract. The Unit President or his/her designee shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract. Such person shall be permitted a reasonable amount of free time from his/her regular duties in order to fulfill his obligations in this regard. It is understood and agreed that except in the case of an extreme emergency, the immediate supervisor shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose. In case of emergency the person will notify the immediate supervisor prior to the meeting.

6. Employee Organization Leave - Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:

- A. An employee who is a member of the Civil Service Employees Association, Inc. Board of Directors shall be granted two days leave per year, without charge to accumulated credits, to attend Board of Directors meetings.
- B. An employee who is a delegate to the Civil Service Employees Association, Inc. Annual Convention shall be granted two days leave per year, without charge to accumulated credits, to attend the Civil Service Employees Association, Inc. Annual Convention.
- C. An employee who is an elected or appointed official of Region V Civil Service Employees Association, Inc. shall be granted two days leave per year, without charge to accumulated credits, to attend meetings and official functions as called by the Regional President.

7. Negotiation sessions will be scheduled by mutual agreement. If such sessions are scheduled during school hours, the Civil Service Employees Association, Inc. negotiation team shall be released to attend.

8. The officers and designated representatives of the Civil Service Employees Association, Inc. Unit shall be allowed reasonable time off with pay to process grievances.

9. Bulletin Boards

The Union will be permitted to use school bulletin boards to post notices of union meetings and other notices of union business. No notices will be posted or distributed except on this board. Its contents shall relate only to union activities and shall not be of a controversial nature.

ARTICLE II Salary and Insurance

A. Salaries

All employees will be placed on the proper step based upon employment in this school district only. This will be determined as of July 1. No present employee will have a wage decrease as a result of this schedule.

1. Starting Salaries – Annual (40 hours per workweek)

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Cleaner	\$20,114	\$20,696	\$21,299	\$21,736
Bldg. Maint. Mechanic	\$21,442	\$22,024	\$22,627	\$23,064
Courier	\$21,442	\$22,024	\$22,627	\$23,064

Starting Salaries - Hourly

Cleaner	\$ 9.67	\$9.95	\$10.24	\$10.45
Food Service Helper	\$ 7.82	\$7.99	\$ 8.16	\$8.33
School Monitor	\$ 7.82	\$7.99	\$ 8.16	\$8.33
Maintenance Mech.	\$ 10.30	\$10.59	\$10.88	\$11.09

2. Increases for Current Employees

Salaries for current unit members shall be increased by the following, effective July 1st of each year of this Agreement.

2005-06	Custodial Maintenance - .54/hour increase Food Service/Monitors - 4.2%
2006-07	Custodial Maintenance - .56/hour increase Food Service /Monitors - 4.25%
2007-08	Custodial Maintenance - .58/hour increase Food Service /Monitors - 4.2%
2008-09	Custodial Maintenance - 4.5% increase Food Service /Monitors - 4.2%

B. Health Care

The Horseheads Central School District Health Plan (formally The Central Southern Tier Health Care Plan) for health insurance is available to all full and part-time regular employees. Application must be initiated by the employee.

1. Effective July 1, 2006, unit members who are employed at least seven and one-half (7 ½) hours per day will contribute:

2005-06 – 10% contribution of either the Individual or Family Plans

- capped at \$500 for Individual and \$1000 for family.
- 2006-07 – 10% contribution of either the Individual or Family Plans capped at \$550 for Individual and \$1100 for family.
- 2007-08 – 10% contribution of either the Individual or Family Plan capped at \$575 for Individual or \$1250 for family.
- 2008-09 – 10% contribution of either the Individual or Family Plans capped at \$600 for Individual or \$1300 for Family.

2. Effective July 1, 2006, all unit members employed less than seven and one-half (7 ½) hours per day shall receive health insurance coverage according to the following schedule:

HOURS WORKED PER DAY	INDIVIDUAL PLAN CONTRIBUTION	FAMILY PLAN CONTRIBUTION	
		2 People	3 or More
7.0	\$ 914	\$ 2,283	\$ 2,711
6.5	\$ 971	\$ 2,426	\$ 2,854
6	\$ 1,028	\$ 2,568	\$ 2,996
5.5	\$ 1,085	\$ 2,711	\$ 3,139
5	\$ 1,142	\$ 2,854	\$ 3,282
4.5	\$ 1,200	\$ 2,996	\$ 3,424
4	\$ 1,256	\$ 3,139	\$ 3,567
3.5	\$ 1,313	\$ 3,281	\$ 3,709
3	\$ 1,370	\$ 3,424	\$ 3,882

Employees who are working less than four (4) hours and are employed at the time of ratification will pay according to the above schedule.

Upon ratification, any new employee working four (4) hours or less are not eligible for District health insurance, but shall receive a District contribution into a Medical Reimbursement Account capped at the amount listed as follows:

4.0 hours - \$1,100/year 3.0 to 3.99 hours - \$900 year

Co-Insurance & Co-Payments

Effective April 1, 2006, unit members enrolled in the District’s Health Care Plan – the Blue Cross/Blue Shield Traditional plan will have the following co-payments:

- Three-tiered drug co-payment of \$0, \$10 and \$15
- 90 day mail order supply with a \$0, \$10 and \$15 co-payment, One drug co-payment per 90 day mail order maintenance drug supply
- \$10 Doctor Office Visits (Physical Therapy, and lab work)
- 10 Adult Physicals

- \$10 Outpatient Surgery
- \$25 Emergency Room unless admitted within 24 hours
- \$10 Chiropractic
- \$10 Diagnostic X-Ray

Employees should refer to the complete Plan Document for the full details of all co- payments.

Medical Reimbursement Accounts

Any employee working a regular schedule of four (4) hours or more shall receive a District contribution into a Medical Reimbursement Account capped at the amount listed as follows:

2005-06	Custodial Maintenance	\$145
	Food Service/Monitors	\$145
2006-07	Custodial Maintenance	\$145
	Food Service/Monitors	\$145
2007-08	Custodial Maintenance	\$145
	Food Service/Monitors	\$125
2008-09	Custodial Maintenance	\$130
	Food Service/Monitors	\$125

Medical Reimbursement Accounts funds will be available for employees to access effective April 1, 2006, and thereafter on the start date of the plan year: October 1, 2006, October 1, 2007 and October 1, 2008. Medical Reimbursement Accounts rolls over from year to year until it reaches \$600 and then is capped at that amount. (As an example: if the account balance as of 09/30 is \$525. District will contribute \$75 to bring the account balance to \$600. If the account balance as of 09/30 is \$300, the District will contribute the negotiated amount. The annual contribution will never be above the negotiated amount.)

All unit members employed at the time of ratification, regardless of the number of hours worked per day, shall receive the Medical reimbursement account. Employees hired subsequent to the date of ratification must work over four (4) hours to receive the contribution.

Health Plan Committee

The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will cooperate with the Association in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the Association shall receive a portion of any cost savings the adopted alternative plan may realize.

Dental Coverage

Dental coverage will be provided to employees who request such coverage by October 1st of each contract year under the dental insurance plan known as "Plan A+1" and the District shall pay ninety (90%) percent of the premium cost. New employees shall be eligible, upon request, at time of hire.

Effective the date of ratification, the Dental Plan schedule of allowances for these services only shall be increased as follows:

Periodic Oral Evaluation - \$ 18.00	Amalgam 1 - \$40.00
Bitewings - 2 films - \$ 19.00	Amalgam 2 - \$55.00
Bitewings - 4 films - \$ 27.00	Amalgam 3 - \$67.00
Prophylaxis - Adult \$ 32.00	
Prophylaxis - Child \$26.00	

C. Disability Insurance

Disability and Worker's Compensation insurance will be provided for all regular employees in the unit. The District will pay the full cost of the premium. When the District is reimbursed by either insurance carrier as provided herein, employees will have any sick leave usage returned to them on a day for day, pro-rated basis.

D. Employee Benefit Fund - "Platinum 12"

The District shall participate in and pay one hundred sixty-one dollars and thirty-one cents (161.31) to the CSEA Employee Benefit Fund for each bargaining unit employee, for the purpose of providing the Optical Plan known as "Platinum-12."

Article III. Holidays

Fifteen (15) paid holidays will be granted each school year for the life of this Agreement for the custodial-maintenance workers. Food Service employees, including monitors, will be paid for ten (10) holidays and will be paid on the basis of average hours worked for the pay period within which the holiday falls.

1.	July 4, 2006	Fourth of July
2.	September 4, 2006	Labor Day
3.	October 9, 2006	Columbus Day *
4.	November 10, 2006	Veteran's Day *
5.	November 23, 2006	Thanksgiving Day *
6.	November 24, 2006	Day after Thanksgiving *
7.	December 22, 2006	Day before Christmas
8.	December 25, 2006	Christmas*
9.	December 31, 2006	New Year's Eve Day
10.	January 1, 2007	New Year's Day *
11.	January 15, 2007	Martin Luther King, Jr. Day
12.	February 19, 2007	Presidents' Day*

- 13. March 30, 2007 Good Friday *
- 14. April 9, 2007 Spring Recess Monday *
- 15. May 28, 2007 Memorial Day *

The future fifteen (15) paid holidays shall be mutually scheduled by the parties to this agreement. Regardless of any changes in the school calendar, the Food Service employees and Monitors are guaranteed ten*(10) paid holidays each year for the life of this contract.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday and when a holiday falls on a Sunday, it shall be observed on the following Monday. An employee required to work on a holiday or on a day designated as a holiday, shall receive pay at the rate of two (2x) times his regular pay, in addition to his holiday pay.

Article IV. Leaves

A. Sick Leave

1. All employees

Custodial-Maintenance employees shall receive twelve (12) days per year at full salary, accumulative to two-hundred (200) days maximum and Cafeteria-Monitor employees shall receive ten (10) days per year accumulative to one-hundred forty-five (145) days, to be utilized for personal illness or injury. Ten (10) days per year may be utilized for illness and injury in the immediate family. Immediate family shall be defined as in the first sentence of Paragraph D.1. of this Article. Sick leave may also be utilized for medical and dental appointments. Sick leave and personal leave (defined later in this Article) may be utilized in two (2) hour increments. Absence beyond twelve (12) days in any one year shall be subtracted from the accumulated total. The maximum may not be exceeded, but as soon as a person falls below that total, he may continue to accumulate as before.

New employees will be credited with sick leave as follows:

<u>If Employment Begins in Period:</u>	<u>Sick Leave Accumulation:</u>
July 1 through September 30	12 days
October 1 through December 31	9 days
January 1 through March 31	6 days
April 1 through June 30	3 days

For Food Service and Monitors during the first year of employment, sick leave must be earned at the rate of one (1) day per month of employment before being used.

Upon retirement, an employee's accumulated sick leave days (not inclusive of banked days) shall be placed into a Medical Reimbursement Account using the following schedule:

- For Custodial/Maintenance - \$50 per day times number of accrued days up to 200 days
- For Food Service/Monitors – ½ of daily rate times number of accrued days to 145 days

B. Sick Leave Bank

A sick leave bank has been established for all employees covered by this contract. It is to be used in the event of continuous illness or an extended disability which would result in the use of more sick time than accumulated.

A request in writing, along with a statement from a medical doctor indicating nature of illness or disability and time of return to duty, shall be presented with such request. The Superintendent may request a school doctor to conduct such examination. Extended sick leave for this bank shall be accumulated as follows:

1. One half day of sick leave shall be placed in the bank for each day of unused sick leave to a maximum of fifty (50) such days. Such accumulation shall be from the initial day of employment.
2. Such days shall be used only when there are no sick days remaining which were accumulated as described above.
3. The calculations for this bank shall be determined on June 30th of each school year, and the members will be notified of their status relative to their total accumulation.

C. Personal Leave

Each employee is eligible for two (2) days of personal leave per year upon the approval of his application for such leave. This leave may not be used to extend a vacation or holiday nor in conjunction with any other leave of absence, without prior approval of the employee's Supervisor. Personal leave days not used during the year will be credited to sick leave days as of July 1 of the following year. Applications for personal leave must be submitted forty-eight (48) hours in advance, except in an emergency.

D. Bereavement Leave

1. Due to the death of an employee's father/step-father, mother/step/mother, son/step-son, daughter/step/daughter, spouse or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother or father-in-law, or grandparents or grandchildren, up to three (3) days absence shall be allowed at full pay. This leave shall not be charged against sick leave. If an employee must travel out of state for funeral services, up to a total of five (5) days absence shall be allowed.
2. If such death occurs while the employee is on vacation or leave, he or she shall still be entitled to full bereavement time off up to the five or three days.
3. For any relative or member of the immediate household not listed herein, an employee may make application to the Director of HR for consideration of bereavement time.

E. Child Care Leave

An employee may have unpaid childcare leave for up to one (1) full year. Nothing in this paragraph shall limit an employee's right to paid sick leave during the time he/she is disabled. The District shall comply with all requirements of the Family and Medical Leave Act.

F. Employees who serve as volunteer firemen and/or emergency squad members will be allowed perform emergency volunteer work during scheduled work hours with the approval of their immediate supervisor, with no loss of pay, when requested to do such work by the fire chief or his designee of the volunteer fire department and/or emergency squad. Employees will not be penalized if they are present at the site of an emergency when their scheduled work starts and if required to remain on emergency duty by the fire chief or his engineer. Employees who are at work at the time of an emergency call shall, if performing work "critical" to the continued operation of the District, remain on duty and complete such work prior to responding to the outside emergency.

G. Union Business

The officers or shop steward will be allowed reasonable time off with pay to pursue the administration of this Agreement. Negotiation sessions shall be mutually scheduled. A limit of 6 employees will be allowed to pursue negotiations or grievances on school time. In addition, whenever possible based upon the operations of the department and staffing, designated union representatives will be allowed release time with pay using their own accrued benefit time or without pay (employee option) for attendance at union-sponsored trainings and conferences. Attendance at union-sponsored trainings and conferences will not be counted against the employee for the purpose of the Attendance Incentive.

ARTICLE V – Attendance Incentive Program

Beginning September 1, 2006, for a period of time ending June 30, 2007, and annually thereafter, employees will be given a cash incentive when they are not absent from work or limit their absences from work.

It is the responsibility of each employee to maintain their own record of days off taken during each quarter and submit a written request on the Attendance Incentive Form (AIF) to the Director of Human Resources for approval and payment. This form is attached hereto as Appendix "B".

Employees who limit their absences beginning September 1, 2006 through June 30, 2007, and every year thereafter, will be compensated as follows:

September 8 – November 5, 2006

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay; OR
- b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay; OR

- c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

November 6 – January 24, 2007

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay; OR
- b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay; OR
- c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

January 25 – April 6, 2007

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay; OR
- b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay; OR
- c. \$50 (fifty dollars) when the employee has used 1(one)day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

April 7 – end of school year

- a. \$100 (one hundred dollars) when the employee has used no sick leave, personal leave, emergency leave or time off without pay; OR
- b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either sick leave or personal leave or emergency leave or time off without pay; OR
- c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of sick leave or personal leave or emergency leave or time off without pay.

- 3. An employee's eligibility for the incentive will not be negatively affected for time off for jury duty, funeral leave, Union leave or emergency volunteer work as described in the Agreement.
- 4. Employees will receive a separate lump sum check each ten (10) weeks, less mandatory deductions.
- 5. In extenuating circumstances, when an employee loses time through no fault of his/her own, that employee may request a review and waiver of that time as it applied to this incentive. The review will be performed by the Director of Human Resources. If, after review the employee is not satisfied with the response, he/she may appeal to a panel consisting of the Director of Human Resources or designee, the Union president or designee and one member

chosen by the parties. In the event of a disagreement over this 3rd member, the Superintendent shall be the 3rd person. The decision of the panel is final and not subject to grievance provisions of the Agreement.

Article VI. Postings and Bids

A. Custodial-Maintenance

1. Posting

Posting of vacancies and/or new jobs: As a vacancy or new job is created, the employer shall immediately post in the space provided for CSEA notices, a notice of such vacancy or job. Such notice to include: Title of job, Shift, Job description, Salary, Location, Supervisor, Bid deadline (5 school business days). Interested employees may apply for such jobs on forms provided in the Human Resources Office. The parties agree to meet and confer on job descriptions. However, the parties agree that the inclusion of this language does not make job descriptions a mandatory subject of negotiations.

2. Bids

a. Transfers

Upon receipt of a proper bid and after consideration of both time in classification and qualifications, the most senior applicant will be placed in the job. When an employee is not appointed to job bid upon, and said employee feels the decision was unfair, he may ask the Horseheads CSEA Unit President to contact the Director of Facilities Services, the Business Official and the Director of Human Resources for an explanation. The District will give copies of all bids for job transfers or upgrading to the CSEA Unit president.

b. Promotions

Upon receipt of a proper bid and after consideration of both time in classification and qualifications, the applicant best qualified will be placed in the job. Determination of such qualifications will be the prerogative of the employer. When an employee is not appointed to job bid upon, and said employee feels the decision was unfair, he may ask the Horseheads CSEA Unit President to contact the Director of Facilities Services, the Business Official and the Director of Human Resources for an explanation. The District will give copies of all bids for job transfers or upgrading to the CSEA Unit president.

3. All promotions or lateral transfers are, by Civil Service Rule, "probationary" for a period of 90 calendar days.

4. When a custodial employee is being considered for a Facilities Position, the hiring committee will consist of the Facilities director, Head Cleaner, two (2) Unit members selected by the CSEA Unit President and two (2) non-instructional supervisors.

B. Food Service and Monitors

1. Job Posting

Employees who may be interested in a different work location must inform the school lunch office of the interest in a lateral transfer. Whenever there is a vacancy in any position involving 3.5 or more hours in the food preparation and service employment area, the employer will post a notice of the position, or positions, and their hourly or salary rate on the bulletin boards of the schools employing such personnel for at least three (3) full work days prior to filling the position. In the case of monitor positions, all such openings shall be posted and the three and one-half (3.5) hour daily minimum will be waived. Monitor openings shall be posted on cafeteria bulletin boards.

Article VII. Seniority

A. Custodial-Maintenance, Food Service and Monitor seniority shall commence from the official date of hire with the school district. Newly hired non-competitive employees shall serve a ninety (90) calendar day probationary period.

B. In the event of the abolishment of a day shift position, the custodian-cleaner involved shall have the right to bump a less senior day shift employee. Day shift shall involve hours from 7am to 6 pm. If a school is closed, second or third shift employees affected shall be able to "bump" a less senior employee of the same shift at another school, provided the bumping employee has more seniority than the employee to be bumped.

C. When a layoff is necessary and necessitates a reduction in the work force, employees in the same job classification with the least seniority shall be laid off first. When a layoff is necessary, any employee to be laid off shall be transferred, seniority permitting, to any job that the laid off employee is capable of performing after a reasonable break-in period. Substitute employees shall not accumulate seniority.

D. In the event of layoff, shift changes or displacements, employees may use seniority to displace a person in a lower job classification, provided they meet the requirements stipulated in (3) above.

E. In the event of the need to hire more employees, employees laid off will be recalled in reverse order of layoff.

Article IIX. Job Descriptions and Job Roles

A. Job Descriptions

Job descriptions shall be developed and posted by the Director of Facilities Services covering each specific job in the system, listing:

- Skills involved
- Duties involved
- Responsibilities involved
- Supervision involved

Authority involved.

Should there be any discrepancies and/or disagreements as to the appropriateness of a job description as developed in accordance herewith, the Civil Service Job Description for the position in question shall prevail.

Article IX. Labor-Management Committees

For the first year of this agreement, labor-management committees will be established and continued for the term of this agreement only upon mutual agreement. Two committees will be formed as follows:

A. Custodial-Maintenance

District members will be the Head Cleaner and any others the District may choose to a maximum of 3. CSEA members shall include CSEA field representative, president of the unit and two members of the unit.

B. Food Service and Monitors

District members will be the Food Service Director and any others the District may choose to a maximum of 3. CSEA members shall include CSEA field representative, president of the unit and two other members of the unit. Other personnel will be in attendance as invited. The committees shall have the authority to make formal recommendations to the District and to CSEA, and these parties are hereby empowered to adopt such recommendations by mutual agreement. Such recommendations shall be placed in the written form of Memorandum of Agreement and signed by the District, CSEA Field Staff, and CSEA Unit President. Such formalized Memorandum of Agreement shall be attached to the contract agreement and shall become part of that Agreement for its duration.

Agendas will be prepared as follows:

1. Custodial-Maintenance - by the President of the CSEA Custodial-Maintenance unit and the Head Cleaner.
2. Food Service and Monitors - The agendas will be prepared by the President of the Food Service and Monitor Unit and the Director of Food Service.

The agenda is to be completed and sent to members one week prior to the meeting date. Items can include, but not be limited to: administration of the contract, mutual problem-solving and suggestions for the smooth operation of the Horseheads Custodial-Maintenance-Food Service-Monitors Unit, CSEA.

Article X - Mandatory Alternative Duty Program

This program is designed to assist employees in returning to work prior to resumption of full job duties and to enable the District to utilize the capabilities of those employees who would otherwise be unable to return to work as a result of injury or illness. The term mandatory as used herein means that (a) an employee who meets the eligibility criteria and requests a mandatory alternate duty assignment must be offered a mandatory alternate duty assignment, if one is available, or receive full salary for the period of the mandatory alternate duty assignment would have been expected to last, not to exceed 45 days, or (b) an employee who meets the eligibility criteria can be ordered by management to return to a mandatory alternate duty assignment.

To qualify for participation in the Mandatory Alternate Duty Program, an employee must meet the following criteria:

- A. Be classified as partially disabled at 50% or less, and
- B. Have a prognosis of full recovery (as defined as the ability to perform the full duties of the job in which the employee is employed) within 45 calendar days as certified by the examining physician.

An employee meeting these eligibility criteria may request an alternate duty assignment. Such request can be submitted at any date prior to the date of full recovery given by the examining physician. However, in no instance may the mandatory alternate duty assignment begin earlier than 45 days prior to the date of full recovery provided by the examining physician.

For any such employee who meets the eligibility criteria set forth above, the District shall:

1. Offer the employee a mandatory alternate duty assignment for up to 45 days which takes into account the employee's physical limitations, or
2. Where a mandatory alternate duty assignment is available, but is not offered to the employee, arrange for the employee to receive a supplement equal to the difference between the employee's Workers' Compensation or Disability Insurance benefit and the employee's regular salary. This supplement is payable for the period the mandatory alternate duty assignment would be expected to last, not to exceed 45 calendar days.

If a qualified employee does not request an alternate duty assignment, the District may direct the employee to return to work on an alternate duty basis. Such alternate duty assignment shall be for no more than 45 calendar days and shall take into account the employee's physical limitations.

Any employee who accepts a mandatory alternate duty assignment is entitled to receive his/her regular salary for the period of the mandatory alternate duty assignment. Employees who neither request nor are ordered to return to work shall continue to receive their normal Workers' Compensation or Disability Insurance Benefit.

Article XI. Evaluation System

A. Purposes

The major purposes of the evaluation system include the following:

1. promotion of the growth and development of the District's staff.
2. provide for a systematic evaluation of staff.
3. provide for the commendation of employees whose job performance is exemplary.
4. provide data for recommendations for change in assignments.

B. Procedures

1. Evaluations will be conducted in writing on an annual basis by the Director of Facilities Services or Director of Food Services or their designee.
2. This evaluation will be reviewed with the employee at a scheduled conference.
3. At the conclusion of the conference, the evaluation form shall be signed by both the evaluator and the employee.
4. Written evaluations will be forwarded to the Human Resources Office by May 1st of each year.

C. Right to Respond

A member shall have the right to make a written response to his/her evaluation and to have that response attached to the copy of the evaluation in his/her personnel file.

D. Copy of Evaluation

A member shall be furnished with a complete copy of the evaluation report for his/her own records.

Article XII. Leaves Following Termination of Sick Leave

The rule of the Chemung County Civil Service regarding leave of absence upon termination of sick leave shall be followed. This rule states that any permanent employee who exhausts his/her sick leave is automatically entitled to a one-year leave of absence without pay, commencing on the date that sick leave terminates. If the employee's physician is other than a school doctor, the Board shall have the right to have the employee examined by a school physician to determine whether he/she is physically able to perform the duties of the job from which the employee has been on leave. If possible, the Board will always permit return prior to expiration of leave.

ARTICLE XIII. Retirement

The 75-i New York State Employees Retirement Plan is provided to all regular employees upon application. Section 41-j is in effect upon retirement. Section 41-J is available to all employees upon retirement as an option to utilize their accumulated sick leave credit up to a maximum of 165 days towards additional service credit with ERS. The employee may use all or part of his/her sick leave credit

towards 41-J but in no even will the employee be permitted to exceed a total of 165 days in either option.

Hours worked shall be computed by averaging the employee's five (5) highest years of employment with the District. Years do not need to be consecutive years and such computation does not include overtime hours.

For Food Service Workers and Monitors, Tier Qualifications for undiminished retirement, shall be understood to mean school years worked, based on July 1st. – June 30th., and shall not be determined by total hours worked within that 12-month period as is currently utilized by the NYS Retirement System. Such employees shall be eligible for the benefits contained in this Article, whether or not they are members of the NYS Retirement System.

Upon ratification, employees who have: [1] fifteen (15) or more years employment with the Horseheads School District; and [2] have attained the age of sixty-two (62) or able to retire under the New York State Employees' Retirement System; and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance, including the prescription rider, premiums from the date of leaving to their Medicare eligible date shall have their health insurance paid from the date of leaving to their Medicare eligible date at the same rate as active employees.

Prior to Medicare eligibility date, for retirees covered under this Article, the Health Insurance Plan will be the same as provided to active employees (including all premium contributions and caps, co-insurances including office visits, physicals, outpatient surgery, chiropractic, emergency room visits, and prescriptions).

At Medicare Eligible Date, insurance provided will be the Medicare supplement, including prescription rider.

Surviving Spouse coverage

Should an employee who is covered by the District Health Insurance plan die subsequent to his retirement, his or her surviving spouse shall be allowed to continue in such plan, with the surviving spouse paying the same rate as an active employee.

Retiree Vision Plan

Effective upon ratification, the district agrees to permit current and future CSEA retirees to have access to the EBF/Platinum 12 Vision Plan with the retiree paying the total premium for this benefit. The premium amount is established annually by CSEA Employee Benefit Fund for this benefit and retirees should consult with the District's Health Benefits Administrator for enrollment information. Employees who retire from the district are not automatically enrolled into the retiree vision plan. This is an optional benefit for retirees and it is solely the responsibility of the employee/retiree to make application.

Any adjustment in the amount of District payments included in any future collective bargaining

agreements with this unit will be applied to people already qualifying for health insurance coverage under this article.

Article XIV. Civil Service Classification

All personnel in competitive classifications to have tenure as prescribed by Civil Service Law. Personnel without permanency may appeal termination of employment to the Director of Facilities Services, the Business Manager and the Assistant Superintendent for Administrative Services through the Horseheads Association President for an explanation.

Article XV. Grievance Procedure

A. Definitions:

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

2. An "aggrieved party" is any employee covered by this agreement as described in Article I.

B. Procedure:

1. A grievance shall be deemed waived unless it is submitted at the first available stage within ten (10) school business days after the aggrieved knows or should have known of the events or conditions on which it is based.

2. All grievance discussions, meetings, conferences, hearings shall be conducted by mutual agreement of both parties.

3. The time limits at any step(s) may be extended by mutual agreement.

4. All matters of discipline or discharge shall be submitted directly to Stage 2 within three (3) school business days after such discipline or discharge.

5. Awards may not be retroactive beyond the date the grievance was originally filed.

C. Stage I

1. Any employee conceiving himself aggrieved must attempt to resolve the grievance informally with his immediate supervisor. During any attempt to resolve such grievance at an informal level with his immediate supervisor, such grievant shall be entitled to have not more than one representative of the Association. At any subsequent level of this grievance procedure, the grievant shall not otherwise be so limited.

2. If such employee is unable to resolve such matter to his satisfaction, he may reduce such grievance to writing and file the same with his immediate supervisor.

3. Each written grievance shall identify and be signed by the aggrieved party and indicate the time

and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the grievance. It shall also specify the provisions of this agreement alleged to be violated and shall describe the redress sought by the aggrieved party. It shall also describe what attempt was made to resolve such grievance informally and when and where the same took place.

4. Upon receipt of such written grievance, the immediate supervisor or administrator shall respond in writing within five (5) school business days.

D. Stage 2

1. If the aggrieved party is not satisfied with such response or if no response is received within such five (5) school business day period, he may within ten (10) school business days thereof file an appeal containing a copy of such grievance and the papers and affidavits on which it is based, if any, with the Superintendent indicating in such appeal whether he desires a further hearing before such Superintendent.

2. If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) school business days. After such hearing has been held, the Superintendent shall render his decision within ten (10) school business days thereafter. If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and shall render a written decision within ten (10) school business days of the submission to him of such appeal.

E. Stage 3

1. In the event that the Union is not satisfied with the decision of the Superintendent, it may within five (5) school business days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request shall be forwarded to the Superintendent.

2. The arbitrator's decision shall be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.

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

4. The cost of the services of the arbitrator will be borne equally by the District and the Union.

F. Reprisals

No employee shall be subjected to recrimination, discrimination, harassment, transfer, reassignment or dismissal as a result of filing a grievance hereunder.

G. Availability of Documents

There shall be made available to the appropriate association representatives all relevant materials, documents, communications and records concerning the grievance unless the same are

confidential, such as personnel pre-hire information, or prepared in preparation for the arbitration.

Article XVI. Disciplinary Procedure

A. Any employee perceiving himself aggrieved due to disciplinary action may file a grievance in accordance with the provisions of Article XVII. Nothing herein, however, will prevent an employee entitled to the provisions of Sections 75 and 76 of the Civil Service Law from exercising those rights. An employee selecting either the grievance procedure under Article XVII or the procedure under Sections 75 or 76 of the Civil Service Law shall waive his right to the other procedure, except that the statutory protections of Section 75 shall be deemed to be included in the grievance procedure. Employees with five (5) or more years of service in the school district will be entitled to the provisions of Sections 75 or 76 of the Civil Service Law.

B. All personnel files shall be purged of negative materials after said materials are five years old if there has been no further negative materials placed therein.

C. Progressive Counseling and Discipline Policy

The intent of this policy is to establish a guideline of counseling and discipline consequences to be instituted by District supervisory personnel in the event that there is a need to address in appropriate and unacceptable employee performance and behavior.

It is not intended to inflict punishment but rather to correct whatever problem the employee has, to make them aware of the importance of abiding to all District Policies and Procedures, and to help the employee succeed in his or her position. Discipline will be administered fairly and equitably to all employees.

Employees will be eligible for the protections of this policy upon satisfactory completion of the probationary period.

The Superintendent or Designee shall determine the discipline for each employee on a case by case basis. In certain cases, employees may begin at Step 1 (below). In other situations, it may be determined that the employee's behavior requires a higher step penalty.

STEPS 1 and 2 – with the Employee and Immediate Supervisor:

1. Counseling Meeting with the supervisor – **verbal** problem solving (i.e. state nature of problem, why it is a problem, and how to correct the problem).
2. Counseling Meeting with the supervisor – **written** problem solving (i.e. state nature of problem, why it is a problem and how to correct the problem).

Steps 3-7 with the Superintendent or designee, Supervisor and CSEA Representative:

3. Formal **written disciplinary reprimand** that shall include specific instructions for future work performance.
4. One (1) day **suspension without pay.**
5. Up to three (3) days **suspension without pay.**
6. Up to five (5) days **suspension without pay.**
7. **Termination** from District employment.

The employee may at his/her option request CSEA representation during steps 1 & 2; but CSEA representation shall be present for steps 3 through 7. The District shall notify the CSEA Unit president, or his/her designee, whenever counseling according to this policy occurs. The employee may file a written rebuttal upon receipt of a counseling document (steps 1 & 2) with the Human Resources Director to be placed into the employees' official personnel file. The employee may file an appeal to any discipline action according to Article XI – Disciplinary Procedure for steps 3-7.

ARTICLE XVII Duration of Agreement

The duration of this Agreement shall be for a period of four (4) years to commence July 1, 2005 and to end June 30, 2009. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement. This Agreement shall become effective, subject to required legislative approval, upon its approval by the members of the respective parties hereto. This Agreement may be amended by the mutual consent of both parties.

Article XIIX. Non-Discrimination

Whenever the context so requires, the use of the words in this Agreement in the singular shall be construed to include the plural and words in the plural, the singular. Words, whether they be in the masculine, feminine or neuter genders shall be construed to include all of said genders. By use of the aforementioned genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

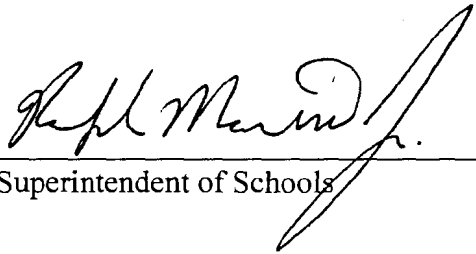
Article XIX. Public Employees' Fair Employment Act

The Public Employees' Fair Employment Act, the Civil Service Law, and the local laws not inconsistent with said act, shall govern the terms of this Agreement.

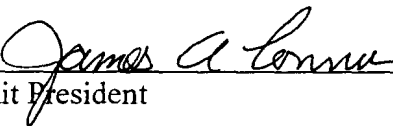
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS

AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

HORSEHEADS CENTRAL SCHOOL DISTRICT

By  12/19/06
Superintendent of Schools Date

Horseheads Custodial-Maintenance-Food Service Unit - CSEA

By  12/19/06
Unit President Date

CSEA, Local 1000 AFSCME, AFL-CIO

By  12/19/06
Labor Relations Specialist Date

Appendix A

Bid Application Form

Date _____

I am hereby declaring my bid for job opening:

as posted in bid notice # _____.

Bidder's Signature _____

Appendix B

**ATTENDANCE INCENTIVE FORM
CMFS & M Unit**

Period: _____

I am entitled to the following attendance incentive stipend (check one):

- \$100.00 Employee has used **no** sick leave, personal leave, emergency leave or time off without pay during the quarter; OR
- \$75.00 Employee has used **1/2 day** total of either sick leave or personal leave or emergency leave or time off without pay during the quarter: OR
- \$50.00 Employee has used **1 day** total of any combination of sick leave or personal leave or emergency leave or time off without pay during the quarter; OR
- I am **not** entitled to the stipend for the above time period

Employee's eligibility for this attendance stipend shall not be negatively affected for time off for jury duty, funeral leave or Association leave.

It is the **employee's responsibility** to forward this form to the Director of Human Resources no later than _____.

Failure to submit this form by the due date shall void any payment for that quarter. It is the employee's responsibility to maintain a copy of this record.

Employee's Signature

Date

Approved Disapproved

Director of Human Resources

Date

**SECTION II
FOOD SERVICE & MONITOR EMPLOYEE(S)**

ARTICLE 1 - COMPENSATION

1. Longevities

Food Service employees will receive a longevity increase of \$.08 per hour at steps 10, 15, 20 and 25.

2. Food Service Workers - Substituting in a Higher Classification:

All rates are per hour, plus any longevities due:

	2005-06	2006-07	2007-08	2008-09
Cook	\$11.19	\$11.66	\$12.15	\$12.66
Assistant Cook	\$10.50	\$11.03	\$11.47	\$11.95

Substitute Food Service Workers - Hourly Rate

7/1/06 \$6.75/Hour 7/1/07 \$7.25/Hour 7/01/08 (Minimum Wage Rate)

Employees who temporarily fill in for Cooks or Assistant Cooks will be paid at the rates listed above, with a minimum of twenty-five (\$.25) cents higher than their regular hourly rate.

Employees who temporarily fill in for Senior Food Service Worker/Managers will be paid at the Cook rate listed above, with a minimum of twenty-five (\$.25) cents higher than their regular hourly rate.

Employees who temporarily fill in for Cook Managers will be paid a minimum of one-dollar (\$1.00) higher than their regular rates.

3. Promotion - Food Service Employees

Newly promoted First Cooks, Second Cooks and Bakers will be paid at the existing rate that was paid to the employee who previously held the position. Any longevity portion of the above will be paid when appropriate.

4. Clothing Allowance

a. Aprons - The District will provide each food service employee with two (2) cloth aprons per year.

b. Shoe Allowance - The District will provide a \$50 annual allowance for each food service employee and monitor to be used toward the purchase of shoes. Employees will receive this allowance on the first payday of each school year. Employees hired after the first pay day shall receive a pro-rated amount.

5. Food Service Employee - Banquet Time

Banquet time is to be compensated at time and one-half per hour. Banquet time is defined as night work, weekend work, and the fifteen (15) paid holidays as listed in the custodial section of the contract. Banquet work done after 3:00 p.m. will be paid at time and one half.

The School Lunch Director will maintain a list of employees in each cafeteria for the purpose of scheduling banquet time for the Food Service Helpers on a rotational basis. In circumstances where cooks are required or where help is needed without advance notice, the Director will use his judgment. Employees who decline to work will lose their turn in the rotation.

Banquet plans will be developed by the Director of Food Service or his designee and forwarded to the Cook Manager. The Cook Manager will discuss the scheduling of the additional work with the affected employees. Adequate additional time and/or staff will be scheduled as needed to perform the additional work. Any unit member who believes that the scheduled time is inadequate may contact the Director of Food Service who will review the situation and make a final determination.

When a Food Service employee performs banquet work and is the only employee working, the employee will be paid fifty-percent (50%) of the difference between their current hourly rate and the starting rate for Second Cook at time and one-half. Cooks in the same circumstances will receive their regular hourly rate plus twenty (\$.20) cents per hour at time and one-half.

Article II - WORKDAY/WORKWEEK

1. Work year for Cafeteria and Monitor

The work year for Cafeteria and Monitor employees shall be 190 days, including paid holidays. Employees who work, (or are on paid leave) in excess of 190 days, shall be paid their regular daily rate for all such days worked. Any days that employees are offered work on an individual option basis (excluding "snow" or "weather" days) and refuse same shall be counted towards the 190 day total.

2. Food Service Employees - Emergency Closing

When school is closed due to an emergency and an employee is requested to work, she/he shall be paid a minimum of three (3) hours pay at her/his regular rate. If the employee was not contacted and reports to work, she/he will be guaranteed a minimum of three (3) hours work.

3. Food Service Employees - Breaks

All Food Service employees (not Monitors) who work over 4.5 hours will receive a paid ten (10) minute break, scheduled by the supervisor.

4. Lunch for Monitors

All monitors will be compensated for one half-hour (1/2) for lunch.

5. Food Service Employees - Free Lunch

A free lunch shall be given to each food service employee and cafeteria monitor and shall be included as a part of the wages paid to any herein. This clause will be considered null and void if it conflicts in any way with the Federal Fair Labor Standards Act as amended.

SECTION III
CUSTODIAN & MAINTENANCE EMPLOYEE(S)

Article 1 - Compensation

1. Payment for License

Effective July 1, 2001, employees who are appointed by the Board of Education and are required by the District to acquire any license to perform the essential duties of their jobs, will have the cost associated with the earning of any such license paid by the District. Once any (excluding CDL's) such license is obtained, that employee shall receive a One Hundred (\$100) Dollar increase in his annual salary. Should the license requirement subsequently be removed from the essential duties of the job, the One Hundred (\$100) Dollar salary adjustment shall be removed from the effected employee's salary.

If the District requires an employee to gain an additional license, not required under that employee's job description, that employee shall receive additional compensation at the rate of Ten (\$.10) cents per hour.

2. Promotion

a. In the event that custodial-maintenance employees are promoted to a higher classification, their pay will increase by the dollar difference between the starting salaries.

b. Paragraph a. above notwithstanding, any promoted employee shall receive a minimum increase of fifty (\$.50) cents per hour at the time of promotion or when filling in for a non-instructional supervisor.

3. Rain Suit and Boots - The District will provide one (1) rain suit and one (1) pair of boots for each building for the cleaners.

4. Temporary Laborers - Hourly Rate

7/1/06 \$6.75/Hour 7/1/07 \$7.25/Hour 7/01/08 (Minimum Wage Rate)

Article II. Vacations - Custodial-Maintenance

The present vacation schedule will continue in effect as follows (to accrue vacation as outlined below, employment within the Custodial-Maintenance title must be continuous.):

1. If employed less than one year but six months or more prior to July 1, the employee is eligible for one (1) week of vacation.
2. If employed one (1) year or more prior to July 1, the employee is eligible for two (2) weeks of vacation.
3. The employee is eligible for two (2) weeks and one (1) day at the fifth (5th) year. These years must be fulltime, continuous service within the Custodial/Maintenance titles.
4. The employee is eligible for three (3) weeks and one (1) day at the tenth (10th) year. These years must be fulltime, continuous service within the Custodial/Maintenance titles.
5. The employee is eligible for four (4) weeks and one (1) day at the fifteenth (15th) year. These years must be fulltime, continuous service within the Custodial/Maintenance titles.
6. The employee is eligible for four (4) weeks and two (2) days at the twentieth (20th) year. These years must be fulltime, continuous service within the Custodial/Maintenance titles.
7. The employee is eligible for five (5) weeks at the twenty-fifth (25th) step. These years must be fulltime, continuous service within the Custodial/Maintenance titles.
8. The employee is eligible for five (5) weeks and one (1) day at the thirtieth (30th) step. These years must be fulltime, continuous service within the Custodial/Maintenance titles.

Employment must begin on or before January 1 to be eligible for annual increments.

For the purpose of this Article, layoff or a leave of absence without pay shall not interrupt the accumulation of continuous service, although the period of layoff or leave shall not count toward seniority. (Example: Employee hired October 1, 1998. Out on unpaid leave from 3/1/01 to 5/15/01. Returns to work 5/20/01. Employee has kept all seniority prior to 3/1/01 but all time spent out on leave will not be added to his accumulated seniority prior to 3/1/01.)

Vacation requests of two (2) days or more will require forty-eight (48) hours notice and twenty-four (24) hours notice for requests of less than two (2) days, except in the case of emergencies. All requests require the approval of the employee's immediate supervisor, whose approval shall not be unreasonably withheld.

Article III. Work Day and Work Week - Custodial - Maintenance

A. Work Day and Work Week

The Regular workweek for the custodial (and, or) cleaner personnel is Monday through Friday, as designated by the Director of Facilities Services. The regular workday for custodial (and, or) cleaner personnel shall begin between the hours of 6:00 a.m. and 7:00 a.m.

The regular workweek for the Maintenance personnel is Monday through Friday, with a starting time any time between the hours of 5:00 a.m. through 7:00 a.m., as designated by the Director of Facilities Services. Effective July 1, 2001, a Maintenance Department "Evening Shift" (s) will be for new hires only. Evening Shift may begin at any time between the hours of 2:30 p.m. and 5:00 p.m., with a workweek of Tuesday through Saturday. All workweeks shall be for five (5) consecutive days, and eight (8) consecutive hours.

On District-wide conference days, custodial/maintenance employees will work a regular seven (7) hour shift. On building-specific Conference Days, custodial/maintenance employees will work their regular eight (8) hour shift.

The work day for custodial and maintenance will be eight (8) hours when school is in session and will be seven (7) hours when all instructional faculty is not required to attend. On these seven (7) hour days, each building shall have one custodian working an 8:00am to 3:30pm shift, all other custodians shall work 7:00am to 2:30pm. The staffing for this shall be on a rotating basis beginning with the least senior custodian in the building. School will be considered to be in session when either elementary or secondary students are in attendance for either instruction or examination. On seven (7) hour days, time worked beyond the seven (7) hours will be paid at time and one-half.

Unit members on a 7:00 a.m. to 3:30 p.m. shift unable to report to work will call the maintenance department by 6:00 a.m. Those on all other shifts will call the maintenance department by 11:00 a.m.

Effective upon ratification, and for a period of one (1) year thereafter, all Saturday work that is not part of a unit member's regularly scheduled shift or workweek, shall be paid at one and one-half times the employees hourly rate. All Sunday, Holidays and vacation time worked shall be paid at double time. If an employee's regular workweek is Tuesday through Saturday, then Sunday will be paid at double-time and Monday will be paid at one and one-half times the employees hourly rate.

B. End of Day

The employer agrees that the employee shall finish the days' work where he/she has left his/her own private vehicle.

C. Overtime

1. Rate of Pay

Hours over 40 in any one week shall be paid at time and one-half. During any full week when

school is not in session, any employee who works over 35 hours will be compensated at time and one-half. All overtime work shall have had the prior approval of the Director of Facilities Services or his designee. Sick Leave, including personal leave, shall be excluded as time worked for computing overtime. The Director of Facilities Services and the Head Cleaner shall not perform those duties regularly assigned to the employees, nor perform duties which would deny any employee overtime. Exceptions to the above, however, include training and emergency situations where time is a major factor.

2. Scheduling

a. Custodial

A rotating schedule for overtime shall be adopted for custodial workers. Such employees may elect to have their names removed from the rotation list. The rotating schedule shall be used in individual buildings. In cases of emergency, however, the Director of Facilities Services shall use his discretion in assigning overtime. Employees working on an overtime activity may be directed to perform additional duties. If overtime is required on a weekend for an event that is scheduled in advance, 48 hours notice will be given to individuals requested to work. The four hour custodian will be eligible to work overtime activities in assigned facility, based upon the rotating overtime schedule.

The parties agree that the July 2002 Memorandum of Understanding shall remain in effect and becomes part of this Agreement:

For scheduled overtime, a rotating list shall be adopted for both "In Building" and "Out of Building" overtime. An employee may elect to have his/her name either included or excluded from such lists. Said election shall be in writing. An employee who elects to be included on the rotating list may elect at any time, in writing, to have his name removed. Such removal shall occur immediately upon such written notification to the Head Cleaner. Any employee who is not on the list may elect at any time, in writing to the Head Cleaner, to be put on the list. Such inclusion shall become effective on the first day of the month following such written notice.

With regard to "Out of Building" overtime, any employee on a rotating list may refuse to accept overtime, except as provided below. In the event an employee refuses three (3) consecutive overtime offerings, then that employee shall be removed from the list until the beginning of the next six (6) month cycle. Said cycle shall begin on the January 1st and July 1st of each calendar year.

With regard to "In Building" overtime, an employee may refuse overtime within his/her building. However, should this occur, that employee shall not be eligible to work overtime in Maintenance and/or in another District building on that same day.

The rotating list shall be utilized first within each building and such list shall be rotated twice (2x) within the affected building prior to the "Out of Building" list being canvassed. Employees within a building shall not be allowed to accept in excess of sixteen (16) hours work in any workday. Any overtime that is available in excess of eight (8) hours in a workday shall be

divided as equally as practicable prior to being offered to employees on the rotating list.

Should no employee on the rotating list (In Building or Out of Building) agree to accept an overtime assignment, the least senior employee on the "In Building" list shall be assigned to work the hours required. Should there be more than one (1) such occurrence, the next overtime assignment shall rotate to the next least senior employee on said lists. Such overtime shall be mandatory for the least senior employee. Such "least senior" rotation shall continue each time no employee accepts available overtime.

Overtime accepted will be worked as accepted and there shall be no "swapping" or "trading" of overtime shifts among employees.

When the Overtime Activity Schedule is posted by the District, by 3:00 PM Wednesday, employees will notify the Head Cleaner by 5:00 PM on the Thursday of that week as to whether or not the overtime will be accepted and worked. If such notification is not made by 5:00 PM Thursday the non-notification will be deemed as a refusal.

If an employee has begun an overtime work assignment and an emergency arises which necessitates his/her leaving work, he/she must contact the next person scheduled to work (within building) and arrange for that person to relieve him/her. The employee shall not leave work until relieved, in person, by his/her replacement. Any employee who relieves in such an emergency shall be allowed to complete his own, if any, scheduled overtime shift in addition to the early emergency call hours.

An employee who has accepted an overtime assignment and, prior to beginning such shift, discovers he/she cannot work the overtime assignment shall either (1) If prior to 8:00 PM Friday, notify the Head Cleaner, or 2) If later than 8:00 PM Friday, shall follow the procedures in the preceding paragraph.

The four-hour custodian will be eligible to work overtime activities in assigned facility, based upon the rotating overtime schedule.

b. Maintenance

For snowplowing, a rotation schedule shall apply to maintenance employees.

D. Sundays, Holidays and Vacation Time

Double time will be paid when employees work for an activity on Sundays, holidays and vacation time.

E. Call-Ins

1. Scheduled Activities

Whenever employees are called in, they will be guaranteed a minimum of 3 hours. Employees not notified of a cancelled activity will receive 3 hours pay and will not be required to remain at

the job site.

2. Emergencies

In the case of an emergency call, in a recall to work, the employee will be paid three (3) hours minimum at the overtime rate of time plus one-half.

F. Snow Days

All people who work an afternoon or evening shift will instead work 9:00 a.m. - 4:30 p.m..

G. Replacing Absent Cleaning Personnel

When replacing day personnel, the Senior Night Cleaner within the affected building will be asked first. When replacing elementary night personnel, the jump cleaner assigned to that building will be asked first.

H. Replacing Absent Maintenance Personnel

The parties agree that the April 1992 Memorandum of Understanding shall remain in effect and becomes part of this Agreement. In those situations when a regular maintenance mechanic in the unit is absent or anticipated to be absent and the District deems it necessary to substitute for that person, the District shall, rather than hire part-time Laborers, canvas those custodial department employees on the voluntary substitute sign-up roster in order of seniority to fill in the vacancy on a temporary basis. The District retains its authority to exclude a substitute custodial worker from working the same area due to past poor performance in that area, i.e. plumbing, painting, electrical, grounds keeping and carpentry.

I. Compensatory Time Option

An employee, at his option, may elect compensatory time, to a maximum of forty (40) hours per fiscal year, in lieu of any overtime or call-in time provided for in this Article, at the appropriate overtime rate. [Note: this provision will become effective when such a provision becomes effective for the Non-Instructional Supervisory Bargaining Unit. Until this occurs, the provision and practice provided in and consistent with the previous collective agreement shall remain in full force and effect.]

CSEA Member Benefits Department

1-800-342-4146 Ext. 357

Legal Services Plan, Workers Compensation Attorney, Travel and Shopping discounts,
Membership application & information, Education and Training Information

Chemung County Civil Service Commission

Phone 737-2915 Fax 737-0351

NY State Retirement System

518-474-0167

Toll Free 1-866-805-0990 (for appointments only)

www.osc.state.ny.us

HHCS Administration 739-5601

Human Resources x4211

Health Insurance Information x4203

Employee Assistance Program (E.A.P.)

(607) 737-1353

Excellus Blue Cross Blue Shield

Elmira Office 734-1551

www.excellusbcbs.com

Finger Lakes Rx Prescription Plan

1-800-552-0053

www.ExcellusBCBS.com

Express Script – Mail Order Rx Plan

1-800-603-8404

Platinum 12 Vision Plan

1-800-323-2732

www.cseabf.org

EBS Benefit Solutions (Medical Reimbursement Accounts)

739-5601 X 4203

www.ebsbenefitsolutions.com

