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Contract Database Metadata Elements

Title: **East Syracuse-Minoa Central School District and Heavy Equipment Auto Mechanics, General Mechanics, and Groundsman & Messenger Units, Association of Auto and General Mechanics (2002)**

Employer Name: **East Syracuse-Minoa Central School District**

Union: **Heavy Equipment Auto Mechanics, General Mechanics, and Groundsman & Messenger Units, Association of Auto and General Mechanics**

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East Syracuse-Minoa Central School
District And Assn Of Auto & General
Mechanics

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A G R E E M E N T

Between the

Board of Education

and the

ASSOCIATION OF AUTO AND GENERAL MECHANICS

East Syracuse-Minoa Central School District

July 1, 2002 – June 30, 2005

THE ASSOCIATION OF AUTO AND GENERAL MECHANICS
LOCAL 1000
1000 W. WASHINGTON ST.
SUNY ESSEXVILLE
ESSEXVILLE, NY 13158

JUN 24 2002

THE ASSOCIATION OF AUTO AND GENERAL MECHANICS
LOCAL 1000
1000 W. WASHINGTON ST.
SUNY ESSEXVILLE
ESSEXVILLE, NY 13158

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I. RECOGNITION

Pursuant to and in accordance with all applicable provisions of the New York State Public Employees Fair Employment Act the Board of Education of the East Syracuse-Minoa Central School District recognizes the Association of Auto and General Mechanics which is comprised of the units known as Heavy Equipment Auto Mechanics and General Mechanics, Groundsman and Messenger as the exclusive representative for the purpose of collective negotiations with respect to rates of pay, wages, hours and conditions of employment for represented non-instructional employees with the exception of those who evaluate employees and report same to the District Office.

MEMORANDUM OF AGREEMENT

- A. This agreement shall remain in full force and effect for the period July 1, 2002 through June 30, 2005 except as herein provided.
- B. In the event that a decision from an administrative agency, quasi-judicial body, a court of competent jurisdiction, or an act of either the New York State legislature or the United States Congress occurs during the term of this agreement which decision or act has the effect of overruling the Interpretation Service Benefit Claims Special Bulletin issued by the New York State Department of Labor on April 25, 1978. Then the Board may at its option reopen negotiations with the Association for the sole purpose of adding a new provision to this agreement to satisfy the criteria which said decision or act may establish as necessary to render bargaining unit members ineligible for unemployment insurance benefits during holiday periods, vacation periods and between academic years or terms. The Board of Education and Association may negotiate this issue beginning April 1 through June 30 of any year in which such overruling shall occur and;
- C. In the event that negotiations are reopened pursuant to Part B above and the Board declares impasse on this issue, then the Board of Education may terminate this agreement effective the end of the then current fiscal year and all terms of the following years agreements through 6/30/02 of the Agreement shall cease to be in effect as of June 30 of the then current year. It is further understood that the Board of Education may reverse itself once termination of this agreement occurs and may subsequently choose to reestablish the terms and conditions of this Agreement.

II. NEGOTIATION PROCEDURE

A. Definitions

As used in these procedures:

1. The term "Board of Education" means the total elected Board of Education membership of the East Syracuse-Minoa Central School District.
2. The term "Association" shall be used to refer to the organization which represents non-instructional personnel represented by the Association, except for those who evaluate employees and report same to the District office.
3. The term "Unit of Non-Instructional Personnel" shall be used when referring to any of the following groups of employees:
 - a. General Mechanics including Messenger and Groundsman
 - b. Heavy Equipment Auto Mechanics
4. The term "Association" shall be used in reference to the representatives who act on behalf of the Units of Mechanics (Auto and General) with respect to terms and conditions of employment which are of mutual concern to non-instructional personnel.
5. The term "Board" means the negotiating committee of the Board of Education of the East Syracuse-Minoa Central School District.
6. The term "Association Representative" shall be used whenever referring to the two representatives elected by a Unit of non-instructional personnel to the Association.
7. The term "Terms and Conditions of Employment" means conditions of service, employees welfare and remuneration.

B. General Procedures

1. Meetings, for the purpose of negotiations between the Board and Association will be held upon written request of either the Board or Association in reasonable time prior to the expiration of a current agreement.
2. Facts, opinions, proposals and counter-proposals should be exchanged freely at these meetings in an effort to reconcile differences and to reach mutual understanding and agreement. The Board and/or the Association reserves the right to caucus away from the main meeting place at any time.

II. NEGOTIATIONS

B. General Procedures (cont'd)

3. Professional or lay consultants may be called in to assist in the consideration of matters under discussion and to make suggestions. The party which invites a consultant will advise the chief negotiator of the other party of this invitation at least two (2) days prior to the scheduled meeting.
 4. The Association will negotiate all terms and conditions of employment except classifications, job descriptions, hours of employment and/or such terms and conditions of employment as are pertinent to one Unit and only that Unit of non- instructional personnel.
 5. The Association Representative and Alternates of each Unit will negotiate classifications, hours of employment and/or such terms and conditions of employment as are pertinent to that Unit of non-instructional personnel. One Association Representative from each of the other Units may be delegated as an Advisor.
 6. It is not the intent of these procedures to interfere with the prevailing patterns of communication between the administration and the non-instructional personnel.
 7. All Board of Education policies not incorporated in the Negotiated Agreement shall remain in effect. Policies and all phrases contained therein that are negotiated and mutually agreed upon shall supersede any prior established policy.
- C. For informational purposes, any non-instructional personnel policy instituted by the Board of Education and/or the Administration shall be provided to the Association of Auto and General Mechanics.

III. GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas the establishment and maintenance of a harmonious relationship between the Board of Education and the staff of auto and general mechanics employees is essential to the operation of the school, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of the represented employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and represented employees are

III. GRIEVANCE PROCEDURE

A. Declaration of Purpose (cont'd)

afforded adequate opportunity to dispose of their differences by procedures available within the school system.

It is further understood and agreed that this grievance procedure does not apply to and is not intended as a substitute or an alternative for any action permitted by or required of the Board of Education or the Association under any article of the State Civil Service Law or Rules and the Taylor Law.

B. Definitions

1. **Grievance** shall be defined as a dispute or controversy involving the interpretation and/or application of the expressed terms of this agreement.
2. **Board of Education** shall be defined as the total elected Board of Education of the East Syracuse-Minoa Central School District.
3. **Units** shall refer to the individual employee groups that are represented by the Association of Auto and General Mechanics of the East Syracuse-Minoa School District.
4. **Party of Interest** shall mean any party named in the grievance except the Aggrieved party.
5. **Grievance Committee** shall mean the committee of the Association that has the right and power to act on behalf of the Units and individual employees in the matter of grievances.

C. Procedure

1. In the event that a number of grievances arise which contain common questions of fact, they may be consolidated into one grievance, upon agreement by the Superintendent or his designated representative and the Association, and processed as one grievance except where such consolidation may prejudice the rights of any party.
2. If a grievance affects a group of employees and/or appears to be district-wide, it may be submitted by the Association directly to Stage 2.
3. Insofar as practicable, the preparation and processing of grievances shall not interrupt the normal operation of the work day. There shall be no extra pay for time spent in preparation and processing of a grievance during non-work hours. A reasonable amount of time during working hours may

III. GRIEVANCE PROCEDURE

C. Procedure (cont'd)

be allocated when necessary upon mutual agreement between the Superintendent or his designated representative and the Association.

4. Forms of filing grievances will be available in the Superintendent's office. Any revision of said forms will be jointly developed by the Superintendent or his designated representative and the Association.

D. Time Limits

1. 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.
2. A written grievance will be deemed waived unless it is filed within twenty (20) work days after the employee knew, or should have known, of the act or condition on which the grievance is based.
3. 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 settled or discontinued, and further appeal under this agreement shall be barred.
4. The failure to communicate a decision 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. Informal Procedure

1. The employee having a grievance shall discuss it with his department supervisor, either directly or through his/her representative, with the objective of resolving the matter informally.
2. Any decision derived from informal procedures shall not be inconsistent with the terms of the negotiated agreement, and shall not create a precedent or ruling binding upon either of the parties or their agreement in future proceedings.

III. GRIEVANCE PROCEDURE

F. Formal Procedure (cont'd)

Stage 1: Business Manager or his designated representative

- a. If a satisfactory decision is not reached in the Informal Procedure, the aggrieved party may appeal to his/her representative of the Grievance Committee and if deemed necessary, the grievance shall be put in writing.

Two (2) copies shall be presented to the Business Manager or his designated representative and the Association.

- b. Within five (5) work days after the written grievance is presented to him, the Business Manager or his designated representative shall render a decision in writing and present it to the aggrieved party, his/her representative and the Association.
- c. The Business manager shall not consider any material or statements offered by or on behalf of any Party of Interest without the knowledge of the aggrieved party or his/her representative, and if any new material, not in evidence at the informal level is introduced, the aggrieved party shall have an opportunity to respond before a decision is rendered at this Stage.

Stage 2: Superintendent or his designated representative

- a. If the aggrieved and his/her representative are not satisfied with the decision of the Business Manager or his designated representative, they shall, within five (5) work days from said decision present the grievance to the Grievance Committee for consideration.
- b. If the Grievance Committee decides that the grievance is valid, a written appeal shall be filed with the Superintendent of Schools or his designated representative with a copy to the Association within ten (10) work days after the decision of the Business Manager is received.
- c. Within five (5) work days after the written grievance is presented to him, the Superintendent or his designated representative shall render a decision in writing and present it to the Association within ten (10) work days after the decision of the Business Manager is received.
- d. Within five (5) work days after receipt of the appeal of the decision at Stage 1, the Superintendent or his designated representative shall hold a hearing with the aggrieved party and the Grievance Committee and all other Parties of Interest. All such parties of interest shall be notified of the

III. GRIEVANCE PROCEDURE

F. Formal Procedure

Stage 2: Superintendent or his designated representative (cont'd)

time and place of the Hearing and shall have an opportunity to present their views.

- e. The Superintendent or his designated representative shall render his decision in writing to the aggrieved with a copy to the Association within ten (10) work days after the Hearing is held.

Stage 3: Board of Education

- a. If the aggrieved and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education with a copy to the Association within ten (10) work days after the decision is rendered at Stage 2. The grievance record shall be made available to the Board of Education.
- b. Within ten (10) work days after receipt of the appeal, the Board of Education shall hold a hearing with the aggrieved and the Grievance Committee and other Parties of Interest. All such parties of interest shall be notified of the time and place of the Hearing and shall have an opportunity to present their views. The Hearing shall be held in a closed session of the Board of Education.
- c. Within ten (10) work days after the conclusion of the Hearing, the Board of Education shall render the final decision in writing to the aggrieved with a copy to the Association.

IV. SALARIES

A. Salary 2002-03; 2003-04; and 2004-05

Wage rates will be increased by 4% in 2002-03; 3.5% in 2003-04; and 3% in 2004-05. (This does not include extra pay items found in unit agreements) based on each job category, and this shall apply to both units which are auto mechanics and general mechanics. All terms herein stated become effective July 1, 2002 and end June 30, 2005.

The Groundsman position will increase an additional \$0.25 per hour each year of the Agreement.

V. PAID VACATION

Paid vacation for all 12 month full-time employees shall be determined in the following manner:

1. An employee must complete six (6) months of service before being credited with vacation time.
2. New 12 month employees will be credited with five (5) days of paid vacation for the first six (6) months of service starting with the first day of employment. If the services of such an employee should terminate prior to the completion of the first six (6) months of continuous employment, no vacation days will accrue and no compensation will be paid. If the service of such an employee should terminate after the completion of this first six (6) months of continuous employment, the employee shall receive one day per month for each month of service not to exceed ten (10) days.
3. In no event will vacation time be taken by an employee until one full year of continuous employment (July 1 to July 1) has been completed.
4. Vacation time shall be earned and allocated in accordance with the following schedule:

1-6 years of continuous employment -10 days

7-10 years of continuous employment -15 days

One additional day shall be earned for each completed year of service from the 11th through the 15th years of continuous employment not to exceed a maximum of twenty (20) days.

One additional day shall be earned for each completed year of service from the 21st through the 25th years of continuous employment, not to exceed a maximum of twenty five (25) days.

5. If a legal holiday occurs while an employee is on vacation, it shall not be considered as one of the vacation days to which the employee is entitled.
6. Vacations are to be taken between June 30 and September 1, during school recesses, or as determined practicable by the department supervisor.
7. Vacation time shall not be cumulative from one working year to the next except as noted in #8 below.
8. In the event that an employee does not plan to use his regular vacation days in the year due, said employee will be allowed to carry over up to one (1) week of his/her allowed vacation in the next school year only (regular assigned vacation

V. **PAID VACATION** (cont'd)

days to be counted first in the second carry over year) under the following conditions:

- a. The supervisor must be informed of this plan by June 1 prior to the use of days in the next academic year.
- b. The employee and supervisor must come to a mutual agreement on the time that the days will be used.

VI. **PAID SICK LEAVE TIME**

A. Paid sick leave time shall be granted for non-instructional personnel as follows:

5 days for permanent part-time employees who work 20 hours or less per week

10 days for permanent part-time employees who work every day; 10 days for full-time 10 month employees

11 days for full-time 11 month employees

12 days for full-time 12 month employees

B. Sick leave shall be credited each year in the following manner:

During the first year of employment with the district, one-half of the sick leave days shall be credited at the beginning (July 1) and the mid-point (Feb. 1) of the work year. Upon completion of one successful year of employment, the full amount of the yearly allocation shall be credited on the first work day of each new year.

C. Accumulation of days for future credit shall be computed on June 30 of each year.

D. All yearly unused sick leave shall be allowed to accumulate to a maximum of 220 days.

E. In the event of a prolonged illness and having exhausted their accumulated sick leave, a member of the Association may petition the Board of Education for additional days. The Board will consider all requests based upon their review of the individual's employment record and approve or disapprove the request. It is clearly understood that this is the sole right of the Board and will not be challenged or amended by any outside entity.

VII. SEVERANCE PAY

Eligibility Requirements:

1. At least fifteen (15) calendar years of service to the East Syracuse-Minoa School District as non-instructional employees serving as either full-time or regular part-time employees (employees eligible for sick days).
2. Letter of resignation two months prior to the effective resignation date.
3. The above conditions to be waived in the event that the employee passes away while in active district employment. In such event monies will revert to spouse or estate.

If the above requirements are met, the employee is entitled to receive severance pay based upon the number of sick days accrued as of the effective resignation date. Payment of this amount will be made within 30 days of the resignation date.

Formula for Computation of Severance Pay

Sick Days Accrued

0 – 50	No Payment		
51 – 150	\$35.00 times each day =	\$3,500	
151 – 220	\$44.00 times each day =	\$3,080	
			\$6,580 maximum pay

VIII. PAID PERSONAL LEAVE

A. Paid personal leave time shall be granted by immediate supervisor to non-instructional employees (including permanent part-time employees who work 25 hours or more per week on a daily basis) for such reasonable examples as listed below:

1. Closing on a house or arranging a mortgage.
2. Appearance in court.
3. Reading of a will or pertinent estate settlement.
4. Yourself, your spouse, son or daughter receiving a graduate degree at an institution of higher learning.
5. Death in the immediate family, a near relative, or close friend.
6. Fire, flood or similar emergency in the home.
7. Enrollment of a son or daughter at an institution of higher learning.
8. Birth in the immediate family.
9. Wedding in the immediate family or as a member of a wedding party.
10. Meeting with legal counsel.
11. Member of immediate family is leaving for the armed forces.
12. Sickness in the immediate family that necessitates bedside care.
13. Religious observance.

VIII. PAID PERSONAL LEAVE (cont'd)

Exceptions of the above (personal absence) must be applied for by written request directly to the office of the Director of Personnel.

- B. Such paid personal leave days shall not exceed a maximum of five (5) days in any given work year, and shall be credited in the following manner:

One-half (1/2) of the yearly personal time shall be credited at the beginning (July 1) and the mid-point (Feb.1) of the first year of employment. Upon completion of one successful year of employment with the district, the full amount of the yearly allocation shall be credited on the first day of each new work year.

- C. In the event that an individual is faced with an emergency situation which necessitates the need for more than the 2-1/2 days, he may make a direct request to the Director of Personnel for the five day maximum or a portion thereof.
- D. Unused personal leave days shall not be cumulative from one year to the next, but will be added to unused sick leave days at the end of the work year (June 30) and accumulated toward the maximum of 220 days.

E. Leave for Death/Illness in the Immediate Family

In the event that a bargaining unit employee has exhausted all personal leave time, the employee may request the Superintendent's approval to convert sick days to bereavement leave days or family illness days. The number of such days granted is at the sole discretion of the Superintendent.

In the event that an employee has exhausted his/her sick and personal leave time, the employee may apply to the Superintendent or his designated representative for up to three (3) days paid personal leave for death in the immediate family (parent, spouse or child, brothers and sisters).

IX. PAID HOLIDAYS

- A. Paid holidays shall be granted to all 10, 11, and 12 month full-time employees. Permanent part-time employees shall also be granted paid holidays when the holidays fall on the day the individual is scheduled to work.

1. Designated paid holidays for 10, 11, and 12 month full-time employees shall be as follows:

10 month full-time employees

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

New Year's Day
Lincoln's or Washington's Birthday
Good Friday
Memorial Day

IX. PAID HOLIDAYS (cont'd)

11 month full-time employees

Labor Day	New Year's Day
Columbus Day	Lincoln's or Washington's Birthday
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	July 4th

12 month full-time employees

Labor Day	New Year's Day
Columbus Day	Lincoln's or Washington's Birthday
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Friday following	July 4th
Thanksgiving	Christmas Day

- B. To be paid for a holiday, a person must be present, or constructively present (drawing sick leave pay), on the day before and the day after the holiday.
- C. Eleven (11) month employees whose eleventh month embraces part of two (2) months, namely July and August, shall earn one (1) month service. This one (1) month service (20 work days) shall be credited for any related benefits.

X. HEALTH INSURANCE

The Association agrees to switch from Statewide Plan to Regionwide Select insurance (except as provided below) with riders for prescription card and dependent to age 25.

A. HEALTH INSURANCE

The health insurance plan (effective on or before January 1, 1986) will be Regionwide Select (current administrative plan with stated riders). The Association agrees that the District has the right to unilaterally change carriers and/or plans under the following conditions:

1. There will be no loss of coverage for any employees (including retirees).
2. There will be no change in the percentages of premium contribution by the District and the employees.
3. All bargaining unit employees will be responsible for a \$10.00 co-payment for all brand name prescription medications. There will continue to be no cost to employees for all prescription generic and mail order medications.

X. HEALTH INSURANCE (cont'd)

Health Insurance cost sharing ratios as follows:

	<u>Employer*</u>	<u>Employee</u>
Individual	90%	10%
Individual & Dependent	90%	10%

Rules and Regulations governing the Health Insurance Plan (Regionwide as of 1/1/86 or before or its replacement thereafter) will be determined by the ES-M Health Insurance Manual agreed to by the Teachers' Union and in the event that this main rulebook does not cover a topic, the Statewide Health Insurance Manual in effect on July 1, 1985 will be utilized (as agreed to by the District and Teachers' Union).

*The same amount of money will be paid by the employer toward the PHP plan for either the individual or individual and dependent as is paid on the primary health insurance plan.

XI. DENTAL INSURANCE

Effective July 1, 1986, all active full time employees of the Association of Auto and General Mechanics will be eligible to join the current Self-Insurance Dental Plan. The premium payments shall be deducted in equal payments over the first five pay dates in each school year. Premiums are \$25.00 individual plan and \$125.00 family plan (annually).

The Association agrees that the plan administrator shall determine the validity of all claims and further agrees to abide by rules of the plan administrator. It is agreed by the Association and District that either party may unilaterally withdraw from the self-insurance plan by giving four months notification in writing to the other party. Should this occur, payments by the District to a dental plan of the Association's choice will come into effect at the expiration period of the self-insurance plan.

These annual district contributions are:

Individual \$127.00

Family \$220.00

(each participant must pay at least \$100.00 annually for the selected plan).

XII. VISION INSURANCE

Effective July 1, 2002, the District shall provide to all full-time bargaining unit employees, the NYSUT Member Benefits Group Vision Plan, Designer Vision Plan, Annual 12/12/12/ Benefit Cycle. There shall be no cost to the employee for either individual or family coverage for this benefit.

XIII. FLEXIBLE SPENDING ACCOUNT

Effective July 1, 2002, a flexible spending plan made possible by Section 125 of the Internal Revenue Code will be made available to bargaining unit employees.

The District will subject all eligible insurance premiums to this favorable tax treatment, unless specifically directed otherwise in writing by individual employees. Individuals may further elect to designate additional funds for personal expenses as allowable by law and/or mutual agreement.

It is further agreed that a third party will initially administer this plan.

XIV. RETIREMENT

The 1/60th Non-Contributory Plan of the New York State Employees Retirement System shall be extended to all non-instructional employees of the district, effective July 1, 1969. Those eligible for coverage under this plan are:

1. All employees who are currently members of the New York State Employees Retirement System.
2. Any employee who files an application for membership in the New York State Employees Retirement System.
3. On January 28, 1991, the Board of Education passed a resolution electing to provide the additional benefits of Section 75-e; Section 75-g; and Section 75-I of the Retirement and Social Security Law.

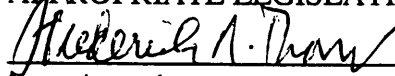
XV. JURY DUTY

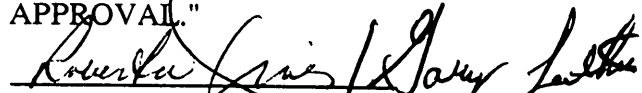
In the event that an employee is required to serve as a juror at a time when he/she would be normally performing duties as a district employee, said employee will not lose any salary nor be assessed with any personal leave days. The basic stipend received for each day of jury duty (less any expense monies) will be given to the district.

XVI. CONCLUSION

We the undersigned accept all terms of the foregoing Agreement, effective July 1, 2002 through June 30, 2005

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


Superintendent


Association Chairperson

6/7/02
Date

EAST SYRACUSE-MINOA CENTRAL SCHOOLS

NON-INSTRUCTIONAL AGREEMENT

AUTO MECHANICS/MECHANIC HELPERS/STOCK ATTENDANT

1. GENERAL TERMS

A. Work Day/Work Week

1. The work week will be based on eight (8) hours daily; five (5) days per week.
2. The overtime rate (time and one-half) shall be paid for all work in excess of eight (8) hours per day. However, if time is lost during the regular work week for unexcused absence, then overtime pay will not prevail until forty (40) hours have been exceeded for the week.
3. Any member of this Unit who is designated to be on call at a given time will receive a minimum of two (2) hours of pay at time and one-half.
4. Overtime work will be assigned on a rotating schedule according to seniority, ability and the individual's work schedule.
5. A reasonable amount of time will be allowed, at noon and at night, for the purpose of washing up and completing necessary time cards.
6. Day shift assignments shall be made according to seniority. Any deviation from this procedure shall be mutually agreed upon by the members of the Unit and Supervisor of Transportation. The night shift shall be composed of a minimum of one mechanic and one mechanic helper.

B. Seniority

Seniority will be determined from the date the employee first begins full-time employment in the Transportation Department as a mechanic and helper.

C. Unauthorized Absences

Unauthorized absences will cause a salary deduction to be made in an amount equal to the number of hours regularly worked times the hourly rate for the employee affected.

D. Promotions

Promotions within the Unit shall be made primarily on the basis of ability and performance. Seniority shall be considered and shall govern in cases where relatively equal ability and performance of duty have been demonstrated.

I. GENERAL TERMS (cont'd)

E. Vacancies

Vacancies that become existent within the Unit shall be adequately publicized so that members of the Unit may assess the positions and make application for same. Final selection will be based upon the recommendations of the Supervisor of Transportation.

F. Reduction in Work Force

When it becomes necessary to reduce the work force of regular full-time employees, such individuals will be laid off on the basis of seniority, considering ability and past performance. In the event of such a layoff, individuals affected will be given two (2) weeks notice.

G. Uniforms and Shoes

1. The district will provide ten (10) sets of uniforms.
2. The district will reimburse each Unit member up to seventy-five dollars (\$75.00) per year for replacement of work shoes (with receipt).
3. The district will reimburse each mechanic up to one hundred dollars (\$100.00) per year for purchase of weather gear (with receipt).

H. Tool Breakage

A tool breakage fund will be established for the purpose of replacing personal tools broken in the course of a mechanic's regular duties. Replacement of such broken tools shall be administered in the following manner:

1. When a tool is broken it shall be reported to the Parts Manager immediately.
2. The Parts Manager shall process a purchase order for a replacement of the broken tool with authorization from the Supervisor of Transportation.
3. Such authorized replacement purchase shall be paid through the Business Office with no charge to the employee.
4. Excessive claims of this nature shall be closely scrutinized by the Business Manager.

I. Non-Scheduled District School Closing

Those members of the Unit who work a regular eight (8) hour shift on days all schools are scheduled to be open, but are closed due to inclement weather or emergencies such as, but not limited to, a power failure, shall be credited with one-half (1/2) day of vacation. Likewise if a member of the Unit does not work on such days, one-half (1/2) personal day shall be assessed.

II. WAGES AND RELATED MATTERS

A. Auto Mechanics (rates are effective July 1 of each year)

1.	2002-03	Step 1 Probation (52 weeks)	\$20.62
		Step 2 Probation completed	\$25.12
	2003-04	Step 1 Probation (52 weeks)	\$21.50
		Step 2 Probation completed	\$26.00
	2004-05	Step 1 Probation (52 weeks)	\$22.28
		Step 2 Probation completed	\$26.78

Present employees shall advance to the appropriate step on the new schedule in accordance with their past services with the district.

The step 1 probation rate shall be \$4.50 less than the step 2 rate of pay in each year of the contract.

2. A mechanic assigned to the night shift shall receive an additional ten cents (\$.10) per hour.

B. Auto Mechanic Helper (rates are effective July 1 of each year)

1.	2002-03	Step 1 Probation (52 weeks)	\$17.78
		Step 2 Probation completed	\$22.28
	2003-04	Step 1 Probation (52 weeks)	\$18.56
		Step 2 Probation completed	\$23.06
	2004-05	Step 1 Probation (52 weeks)	\$19.25
		Step 2 Probation completed	\$23.75

Present employees shall advance to the appropriate step on the new schedule in accordance with their past service with the district.

The step 1 probation rate shall be \$4.50 less than the step 2 rate of pay in each year of the contract.

2. A mechanic helper assigned to the night shift shall receive an additional ten cents (\$.10) per hour.

C. Stock Attendant (rates are effective July 1 of each year)

	2002-03	Step 1 Probation (52 weeks)	\$16.63
		Step 2 Probation completed	\$21.13
	2003-04	Step 1 Probation (52 weeks)	\$17.37
		Step 2 Probation completed	\$21.87

EAST SYRACUSE-MINOA CENTRAL SCHOOLS

NON-INSTRUCTIONAL AGREEMENT

**GENERAL MECHANICS
DRIVER-MESSENGER
GROUNDSMAN**

1. GENERAL TERMS

A. Work Day/Work Week

1. The work week will be based on eight (8) hours daily; five (5) days per week.
2. Any mechanic called at home to report for emergency repair work will receive a minimum of two (2) hours pay at a rate of time and one-half.
3. Overtime work will be assigned on a rotating schedule according to seniority and the individual's particular skill.

B. Seniority

Seniority will be determined from the date the employee first begins full-time employment in the department (maintenance).

C. Unauthorized Absences

Unauthorized absences will cause a salary deduction to be made in an amount equal to the number of hours regularly worked times the hourly rate for the employee affected.

D. Promotions

Promotions within the Unit shall be made primarily on the basis of ability and performance. Seniority shall be considered and shall govern in cases where relatively equal ability and performance of duty have been demonstrated.

E. Vacancies

Vacancies that become existent within the Unit shall be adequately publicized so that members of the Unit may assess the positions and make application for same. Final selection will be based upon the recommendation of the Superintendent of Buildings and Grounds or Department Supervisor.

I. GENERAL TERMS (cont'd)

F. Reduction in Work Force

Any necessary reduction in the work force shall be determined by the employee's seniority, ability and performance.

G. Uniforms and Shoes

1. The district will purchase work uniforms for members of the Maintenance Unit. Each individual shall receive four (4) complete uniforms and will be responsible for laundering and general upkeep.
2. The district will reimburse each Unit member up to seventy-five dollars (\$75.00) per year for replacement of work shoes (receipt necessary).
3. The district will reimburse each Unit member up to twenty dollars (\$20.00) for construction boots for each three year period (receipt necessary) July to July.
4. The district will reimburse each Unit member up to one hundred dollars (\$100.00) per year for purchase of foul weather gear (with receipt).

H. Non-Scheduled District School Closing

Those members of the Unit who work a regular eight (8) hour shift on days all schools are scheduled to be open, but are closed due to inclement weather, or emergencies such as, but not limited to, a power failure, shall be credited with one-half (1/2) day of vacation. Likewise, if a member of the Unit does not work on such days, one-half (1/2) personal day shall be assessed.

II. WAGES AND RELATED MATTERS

A. General Mechanics (rates are effective July 1 of each year)

2002-03	Step 1 Probation (52 weeks) \$20.62
	Step 2 Probation completed \$25.12
2003-04	Step 1 Probation (52 weeks) \$21.50
	Step 2 Probation completed \$26.00
2004-05	Step 1 Probation (52 weeks) \$22.28
	Step 2 Probation completed \$26.78

All General Mechanics who work the 4:00 a.m. to 12:30 p.m. shift, or the 1:00 p.m. to 9:30 p.m. shift, shall receive a shift differential of \$0.35 per hour in addition to their regular hourly rate.

The step 1 probation rate shall be \$4.50 less than the step 2 rate of pay in each year of the contract.

II. WAGES AND RELATED MATTERS (cont'd)

B. Driver-Messenger (rates are effective July 1 of each year)

2002-03	Step 1 Probation (52 weeks) \$17.61 Step 2 Probation completed \$22.11
2003-04	Step 1 Probation (52 weeks) \$18.38 Step 2 Probation completed \$22.88
2004-05	Step 1 Probation (52 weeks) \$19.07 Step 2 Probation completed \$23.57

The step probation rate shall be \$4.50 less than the step 2 rate of pay in each year of the contract.

C. Groundsman (rates are effective July 1 of each year)

2002-03	Step 1 Probation (52 weeks) \$18.26 Step 2 Probation completed \$22.76
2003-04	Step 1 Probation (52 weeks) \$19.31 Step 2 Probation completed \$23.81
2004-05	Step 1 Probation (52 weeks) \$20.28 Step 2 Probation completed \$24.78


The step 1 probation rate shall be \$4.50 less than the step 2 rate of pay in each year of the contract.

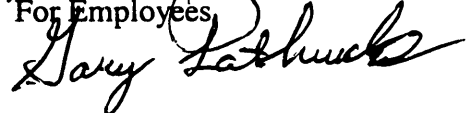
We the undersigned hereby accept all terms of the foregoing Agreement, effective July 1, 2002 through June 30, 2005 and agree that all terms are settled.

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



For School District



For Employees


6/7/02

Date

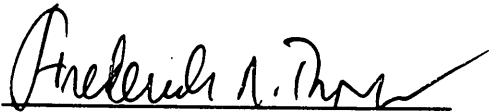
**MEMORANDUM OF AGREEMENT
BETWEEN THE EAST SYRACUSE-MINOA CENTRAL SCHOOL DISTRICT
AND THE
ASSOCIATION OF AUTO AND GENERAL MECHANICS**

This side letter constitutes the entire Agreement between the parties with respect to the salary of Paul Powers, Stock Attendant. It applies only to Paul Powers, and shall not apply to any new Stock Attendant(s) hired.

The salary of any new Stock Attendant hired will be determined in compliance with Article I (Wages and Related Matters), Section C (Stock Attendant) of the Collective Bargaining Agreement between the District and the Association of Auto and General Mechanics, in the section of the contract which addresses terms and conditions of employment for Auto Mechanics, Mechanic Helpers and Stock Attendant.

Effective July 1, 2002, Paul Powers' salary shall reflect a rate of pay of \$22.11 per hour, for the 2002-2003 school year. This is the same hourly rate of pay as that provided to the permanent Driver-Messenger (Step 2). Each year thereafter, Paul Powers' salary shall be increased by the negotiated percentage increase (3.5% in 2003-2004; 3% in 2004-2005).

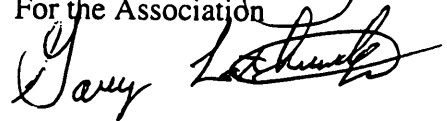
AGREED



For the District



For the Association



Date: 6/7/02