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Agreement

Between

Fulton City School District

and the

Civil Service Employees Association

CSEA

Custodial and Maintenance Employees

July 1, 2006 through June 30, 2011
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Negotiated Agreement
between the

Fulton City School District

and the

CSEA Custodial and Maintenance Employees

ARTICLE 1
Management Rights

The schools retain the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be rendered; the methods and the means used in operating its business and service; the control of the buildings, real estate, materials and all equipment which may be used in operating its business and services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operation, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of its departments and to determine the starting and quitting time and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided by law.

The above rights of the schools are not all-inclusive, but indicate the type of matters or rights which belong to or are inherent to the employer.

Any and all rights, powers and authority the employer had prior to entering into this Agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 2
Association Security

The Fulton City School District (Employer), recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO (Association) as the sole and exclusive bargaining agent for employees in the Custodial and Maintenance Staff bargaining unit (Article 6), for the maximum period allowed by law, for purposes of collective negotiations and administration of grievances and disputes arising there under.

The District shall deduct from the wages of each employee and remit to the Civil Service Employees Association, Capital Station, P.O. Box 7125, Albany, N.Y. 12224, on a bi-weekly basis, regular membership dues and any health and accident insurance premiums and/or life insurance premiums for those employees authorizing such deductions. In addition, the District will deduct from the payroll of an employee, money to be placed in a credit union (one designated credit union per Association) and up to
two (2) Tax-Sheltered Annuities of those companies presently offered by the District. The sign-up periods shall be November 1, February 1, and May 1 of each school year with the notification dates to the Business Office of October 22, January 15, and April 15 respectively. Employees may, on a voluntary basis, authorize a payroll deduction for the PEOPLE program.

Membership in the Association shall be voluntary but, since it is represented that a strong and active Association with full membership participation on the part of the employees is desirable for the collective bargaining process, the school agrees there shall be no discrimination, interference, restraint or coercion by the school or any of its agents, against any employee because of his/her membership in the Association or because of any activities on behalf of the Association.

AGENCY SHOP – Effective January 1, 1989, the Employer agrees that the Union, having been recognized as the sole and exclusive bargaining unit, shall be entitled to have deductions made from the pay of each employee of the bargaining unit who choose not to be members of the Union but are still represented by the Union. Such deductions shall be of an amount equivalent to the membership dues levied by the Union. The Union affirms that such deductions are in accordance with Section 208.3 (b), Article 14, Public Employees’ Fair Employment Act of the New York State Civil Service Law. The Union further affirms that it has adopted such procedure for refund of agency fee deductions are required in Section 208.3 (b) of the aforementioned Law. The Union hereby agrees to hold the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this section.

The District will provide the Unit President a copy of the Board of Education Agenda. The District will also provide the Unit President written notification upon request, no more than twice a year, of any newly hired employees in the bargaining unit and any building or shift transfer or promotion of bargaining unit employees.

The Association agrees that there shall be no discrimination, interference, restraint, or coercion by the Association or any of its agents against any Management Official because of his/her lawful activities in regard to the Management of the District.

The Association shall have the sole right to represent employees as the defined bargaining unit in any and all proceedings under the Fair Employment Act, under any other applicable law, rule, regulation or statute, under terms and conditions of this Agreement, to designate its own representatives and to appear on their behalf to effect such representation to direct, manage and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue these objectives free from any interference, restraint, discrimination, or coercion by the school. The above rights of the Association are not all-inclusive, but indicate the type of matters or rights which belong to or are inherent to the bargaining unit or agent. The Association shall have the sole right to pursue any matter or issue in accordance with the Grievance and Arbitration Procedure of this Agreement, to pursue any matter or issue to any court of competent jurisdiction, and acting through its membership and officers be the sole judge therefore, unless it is expressly and specifically abridged, delegated or modified by this Agreement.

The Association shall have the right to post notices and other communications on bulletin boards within the schools if cleared with the building principal.

The Association shall have the right to use school facilities for meetings as long as they apply through the established channels and permission is granted by the building principal.
ARTICLE 3

Representation Rights

The Association’s designated representatives and union-sponsored insurance agents shall have the sole and exclusive right of access to employees of the bargaining unit during working hours to administer the terms and conditions of this Agreement, or to explain Association-sponsored Health and Accident and/or Life Insurance programs (as presently provided), on the condition, however, that the Association notifies the appropriate school official and furnishes him/her total assurance that no inordinate interruptions in the work of employees will be involved.

ARTICLE 4

Job Security

The District agrees that all personnel, other than probationary employees, shall receive the full protection of Section 75 of the Civil Service Law, as it is applicable to discharge, suspension or fine.

On a case by case basis, the District and the CSEA may mutually agree to process a disciplinary action through Article 17 (Grievance and Arbitration Procedure) rather than Section 75 of the Civil Service Law.

Any employees on a non-competitive or labor-class position shall be on probation for the first six (6) months of his/her employment.

ARTICLE 5

Part-Time Employees’ Benefits

All part-time employees, other than seasonal or substitute, shall receive these benefits provided herein on a percentage basis of the full-time employees, where not prohibited by statute or by contract.

ARTICLE 6

Bargaining Unit

The bargaining unit shall consist of all employees working 25 or more hours per week on a regularly scheduled basis in the following job classifications: Senior Custodian, Head Custodian, Supervising Custodian, Custodian, Senior Grounds Worker, Grounds Worker, Maintenance Supervisor, Maintenance Mechanic, Maintenance Worker, Maintenance Helper, Cleaner, Aquatic Supervisor, Laborer, and Distribution Stores Clerk.

ARTICLE 7
Compensation

The salaries for Custodian and Maintenance Personnel covered under this agreement shall be increased by 3.25% for 2006-2007, 3.5% for 2007-2008, 3.5% for 2008-2009, 3.5% for 2009-2010, and 3.5% for 2010-2011.

HIRING SALARIES

A. Custodians

<table>
<thead>
<tr>
<th></th>
<th>7/1/06</th>
<th>7/1/07</th>
<th>7/1/08</th>
<th>7/1/09</th>
<th>7/1/10</th>
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<tbody>
<tr>
<td>Hiring Rate</td>
<td>$25,353</td>
<td>$25,353</td>
<td>$25,607</td>
<td>$26,119</td>
<td>$26,641</td>
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</table>

B. Maintenance, Grounds, Aquatic Supervisor

<table>
<thead>
<tr>
<th>Hiring Rates</th>
<th>7/1/06</th>
<th>7/1/07</th>
<th>7/1/08</th>
<th>7/1/09</th>
<th>7/1/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquatic Supervisor</td>
<td>$30,085</td>
<td>$30,085</td>
<td>$30,386</td>
<td>$31,298</td>
<td>$32,237</td>
</tr>
<tr>
<td>Maintenance Supervisor</td>
<td>$17.98</td>
<td>$17.98</td>
<td>$18.34</td>
<td>18.89</td>
<td>$19.46</td>
</tr>
<tr>
<td>Senior Grounds Worker</td>
<td>$17.35</td>
<td>$17.35</td>
<td>$17.35</td>
<td>$17.35</td>
<td>$17.35</td>
</tr>
<tr>
<td>Maintenance Mechanic</td>
<td>$14.90</td>
<td>$15.20</td>
<td>$15.62</td>
<td>$16.05</td>
<td>$16.53</td>
</tr>
<tr>
<td>Grounds Worker</td>
<td>$13.50</td>
<td>$13.50</td>
<td>$13.50</td>
<td>$13.77</td>
<td>$14.05</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>$13.77</td>
<td>$14.05</td>
<td>$14.44</td>
<td>$14.84</td>
<td>$15.29</td>
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<tr>
<td>Distribution Stores Clerk</td>
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<td>$12.05</td>
<td>$12.47</td>
<td>$12.91</td>
<td>$13.36</td>
</tr>
<tr>
<td>Laborer</td>
<td>$10.75</td>
<td>$10.75</td>
<td>$10.75</td>
<td>$10.75</td>
<td>$10.75</td>
</tr>
<tr>
<td>Maintenance Helper</td>
<td>$9.70</td>
<td>$9.97</td>
<td>$10.27</td>
<td>$10.58</td>
<td>$10.90</td>
</tr>
<tr>
<td>Cleaner</td>
<td>$9.70</td>
<td>$9.97</td>
<td>$10.27</td>
<td>$10.58</td>
<td>$10.90</td>
</tr>
</tbody>
</table>

Supervising Custodian:


Head Custodian:

Senior Custodian:

An additional payment of $2,905 in 2006-07, $2,949 in 2007-08, $2,993 in 2008-09, $3,038 in 2009-10, and $3,083 in 2010-11 shall be paid for the Senior Custodian at G. Ray Bodley High School, Fulton Junior High, Fairgrieve Elementary, Lanigan Elementary, Volney Elementary, Granby Elementary and Education Center. Senior Custodian at G. Ray Bodley High School receives an additional payment of $1,564 in 2006-07, $1,588 in 2007-08, $1,611 in 2008-09, $1,636 in 2009-10, and $1,660 in 2010-11.

Custodian-in-Charge:

An additional payment of $1,953 in 2006-07, $1,982 in 2007-08, $2,012 in 2008-09, $2,042 in 2009-10 and $2,073 in 2010-11 shall be paid for the Custodian-in-Charge, third shift, G. Ray Bodley High School. This position also receives custodial shift differential.

Granby Pool:


Custodial Shift Differential:

An additional amount of $891 in 2006-07, $905 in 2007-08, $918 in 2008-09, $932 in 2009-10 and $946 in 2010-11 shall be paid to the third shift employees to carry out security duties.

Senior Grounds Worker

An additional payment of $1,860 shall be paid to the Senior Grounds Worker position during the period 2006-2011.

C. Effective July 1, 2006, any employee who is permanently appointed to a higher rated job shall receive the hiring rate of the new job or $1.00 per hour, whichever is higher.

D. Employees (other than E. below) shall receive longevity Increments according to the following schedule:

At the beginning of the 5th year of service, add $500.
At the beginning of the 10th year of service, add $1,500.
At the beginning of the 15th year of service, add $2,000.
At the beginning of the 20th year of service, add $2,500.
At the beginning of the 25th year of service, add $3,000.

Eligibility is established by working six (6) months or more in that school year (July 1 - June 30). Amount to be paid on the anniversary date of July 1.

E. Any employee newly hired by the District after June 30, 2000 will not be eligible for longevity payments pursuant to the above schedule. However, any District employees who were hired by the District prior to June 30, 2000 in other District bargaining units represented by the CSEA and who subsequently promote or transfer into the Custodial and Maintenance Unit after June 30, 2000 will be eligible for longevity payments pursuant to the above schedule.
F. Effective July 1, 2008 a $290 annual stipend allowance will be paid to employees who maintain one or more job related asbestos abatement or pesticide application certification. (The stipend is non-cumulative for multiple certifications.) The district has the sole right to determine which employees hold these licenses or certificates. The district will assume the cost of obtaining such licenses or certificates for those it has determined should possess such.

G. The district will reimburse the employee for 50% of the cost of fingerprinting following completion of the probationary period. The reimbursement will be based upon the cost at the time the fingerprints were submitted.

Promotions/Minimum Salaries

Minimum Salaries - Maintenance Helpers or Cleaners

1. Whenever the Superintendent shall determine that it is impracticable to recruit for a position at its salary with respect to the Maintenance Helpers or Cleaners of the Fulton City Schools, he/she may increase the salary provided that all those with comparable experience and/or training who are below this salary be brought up to this salary grade.

Temporary Promotions

2. If an employee is appointed or promoted on a temporary basis to a position which receives a stipend, such stipend shall be paid on a pro rata basis for the terms of the appointment.

ARTICLE 8

Jury Duty

The Board policy covering payment of jury duty shall be amended to provide that employees serving on jury duty shall be reimbursed at the rate of the difference between the net daily rate for the employees concerned and the amount paid by the Courts for such service.

ARTICLE 9

Vacations

Employees shall be entitled to paid vacations by the following schedule:

<table>
<thead>
<tr>
<th>After Completion of Years</th>
<th>Number of Paid Vacation Days</th>
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<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>10</td>
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<tr>
<td>3</td>
<td>10</td>
</tr>
</tbody>
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Seniority may be involved when determining vacation schedules. Two (2) weeks’ advance notice is required to the Supervisor of Buildings and Grounds.

In the case of death of an employee, compensation for any unused vacation shall be payable to the estate of the deceased.

Employees will be allowed to carry over up to five (5) accrued vacation days each school year. Such carry over vacation days must be used before August 31st of the new school year.

**ARTICLE 10**

**Paid Holidays**

*2006-2011*
There shall be fifteen (15) paid holidays per year. The scheduling of such holidays shall be implemented after the school calendar is adopted.

If an unused snow day is granted to the teachers, the same shall be granted to the members of this unit. It is understood that if emergencies occur wherein school must be held on any of the above paid holiday(s), then such holiday may be waived by administrative decision and a mutually agreed upon alternative day will be arranged with the unit representative.

**ARTICLE 11**

**Payroll Deductions**

The Board of Education shall establish for the Custodial-Maintenance employees a payroll deduction plan for withholding specific amounts of money for savings for each pay period. Selection of deductions will be made by Custodial-Maintenance Personnel only in September and January of each school year. The amount of deductions shall be in even dollar figures.

Members of the bargaining unit shall also be permitted to enroll in the credit union approved by the District in accordance with the same criteria set forth above.

**ARTICLE 12**

**Pay Periods**

All Custodial-Maintenance employees shall receive twenty-six (26) paydays annually.

**ARTICLE 13**

**Work Clothing and Safety Shoes Allowance**

A. For 2002-03, the work clothing and safety shoes allowance shall be $.12/hour into the base rate of each full-time employee.

B. Effective July 1, 2003, $.07 per hour will be rolled into the base rate of current employees and the new hire rates prior to the 2002-03 wage increases.

Effective July 1, 2003 the district will implement a program to provide employees with an adequate supply of uniform style shirts. The cost of these shirts shall be borne exclusively by the district. The determination of adequate supply is not subject to the grievance procedure Article 19.

Employees shall wear the district approved clothing (in an unaltered state) while at work and are not allowed to wear such clothing off work or to give clothing to other employees or non-employees.
The district and association shall meet in labor management to identify style and logo options. All recommendations must receive Board of Education approval.

Shirts that are excessively soiled or damaged at work may be submitted to the district for replacement. It shall be the sole discretion and judgment of the district to replace the shirt/jersey at no cost to the employee. Failure to wear such work shirts during work shall subject the employee to disciplinary action. Positions in the district, determined at the sole judgment of the district, to require safety shoes shall be provided. The district will purchase such shoes directly from Cortini’s Shoes in Fulton, N.Y. The maximum allowance will be $150 per year.

Employees required to wear safety shoes shall wear such shoes at all times while at work and shall not alter or deface such shoes in any way. It is understood and agreed that failure to wear such district-purchased shoes shall subject the employee to disciplinary action.

**ARTICLE 14**

**Personal Leave**

A. Bargaining unit members shall be entitled to three (3) days personal leave per year. Any personal leave not used will be added to the accumulated sick leave. This is not to increase the established sick leave accumulation. Personal leave cannot be added to vacation time.

B. Reasons for request of personal leave are:

1. Necessary court appearance
2. Moving
3. Emergency accidents
4. Observance of religious holidays - the observance of which is expected as required.
5. Retirement investigation in Albany
6. Death of a close friend
7. Personal family problems

C. Prior permission must be granted in order for the employee to be absent with pay.

**ARTICLE 15**

**Work Schedule**

The following shall be the schedule of employment:

The work schedule of all employees shall be eight hours a day, five days a week. Daily assignments and noon-hour coverage as assigned. During summer vacation, Christmas Vacation, Easter Vacation, Spring Vacation and other days when regular school is not scheduled, working hours for all employees shall be 7:00 a.m. to 12:00 p.m. and 12:30 p.m. to 3:30 p.m. unless an individual is specifically assigned to another work schedule by the Supervisor of Buildings and Grounds.
Any employee, other than Mr. Gadziala, Mr. Anderson and Mr. Hough, hired on or before July 1, 1994 shall have, for the duration of their employment within this bargaining unit, a work schedule composed solely of workdays Monday through Friday.

For any employee hired after July 1, 1994 and for employees Mr. Gadziala, Mr. Anderson and Mr. Hough, it shall be permissible to establish a work schedule of five consecutive days including a Saturday and/or a Sunday. A Monday through Friday work schedule shall not be required for these employees.

If Mr. Gadziala, Mr. Anderson or Mr. Hough are transferred into a different position, such employees shall be guaranteed a Monday through Friday work schedule.

All snow days will be granted to the Custodial-Maintenance employees unless administrators and clerical staff have to work on such days, in which case custodial-maintenance employees shall work also. Building checks will, of necessity, have to be made on days when administrators and clerical staff are off on snow days.

These days will be considered as part of the normal workweek and will be, for overtime purposes, considered as time worked.

**ARTICLE 16**

**Sick Leave**

A. All employees shall earn sick leave at the rate of one day per month cumulative to Effective July 1, 2008, the maximum accumulation will be 335 days. After five continuous years of service, custodial-maintenance employees shall be entitled to an additional three days of sick leave per year to be granted on the first of July following the completion of the five years of service.

Employees hired after April 22, 2003 shall be eligible for one (1) additional sick day after five years of service in the custodial-maintenance unit. No substitute, seasonal, temporary or other service is considered for determination of hire date.

B. If an employee is unable to work by reason of injuries sustained in an accident and the District is reimbursed by Workers’ Compensation, the employee’s sick days will be reimbursed by the amount received from Workers’ Compensation divided by his/her daily rate of pay.

C. The District agrees to implement a sick leave donation program once agreed to in labor management committee. It is understood the intent of this program is to enable employees to donate sick days to others in the bargaining unit. It is not the intent of the district to supplement this program.

**ARTICLE 17**

**Insurance**
A. The District shall provide health and dental insurance benefits levels that are equal to or better than those benefits levels provided on June 30, 2000, including, but not limited to the following:

1. Major Medical up to $1,000,000.00
2. $100 Deductible (2 per family)
3. Nervous and Mental to $40.00 per visit
4. Semi-private plus $10.00 for private room
5. 80% Co-insurance only for the first $2,000.00 annually; 100% thereafter, annually
6. Supplemental Accident
7. Unlimited Ambulance Coverage

B. A new employee shall be insured on the first day of the month following the month in which he/she was employed.

Any employee, except a new employee, who wants to join any of the health groups, must do so on the group’s reopening dates which are January 1 and July 1. Dependents may be added only on these dates.

C. The District will pay 90% of the total premium for the individual member's Health Insurance coverage and 90% of the total premium for the dependent's Health Insurance coverage.

The total dollar commitment will be based upon the agreed to coverage in "A". Members choosing option HMO coverage will be eligible for the same district contribution as provided in "A" above. Optional HMO costs exceeding those for insurance outlined in "A" will be borne by the employee.

D. The District shall contribute $616.00 per year for each participating unit member for Major Medical (U.C.R.) Dental program coverage (including orthodontia rider) shall be provided by the District at benefit levels that are equal to or better than those benefit levels provided on June 30, 2000. The program shall be administered as in previous years, but in no event shall the District's liability exceed $616.00 per eligible employee.

E. The liability of the District shall be limited to those employees who actually enroll within the Plan.

F. Review Committee

A committee with two (2) representatives designated by the Teachers' Association, two (2) representatives designated by the District, and a single representative designated by each of the District's other bargaining units shall meet promptly to explore alternatives to the District's current health insurance program. Such committee shall investigate other possible carriers, including the possibility of self-insuring either on its own or through a consortium with other municipalities.

Additionally, such committee shall review the existing benefit levels to determine if there are more economical means to provide benefits for employees. The committee shall also review cost containment mechanisms such as, but not limited to, mandatory second surgical options, managed care programs, etc. Any savings realized from implementation of the committee's recommendations shall be shared equally between the District and Its employees.
G. IRS 125 Flexible Spending Plan

The parties have established an IRS 125 Flexible Spending Plan. The District shall pay the costs of the third party administrator for the program. Any costs that can legally be paid through the IRS 125 plan shall be permissible. Such costs shall included, but not necessarily be limited to, child and adult care expenses, health insurance premiums, deductible expenses under the major medical portion of the health insurance plan, and any other unreimbursed medical costs.

H. Health Insurance Financial Inducement Option (See Appendix "A").

I. Vision Plan

Effective July 1, 2001, the District shall provide the CSEA EBF Gold 12 Vision Plan. The District shall pay 90% of the premium for individual or dependent coverage. The employee shall pay 10% of these premium cost.

**ARTICLE 18**

**Bereavement Leave**

All employees shall receive a total of three (3) days per occurrence for death(s) in the immediate family (father, mother, son, daughter, brother, sister, wife, husband, grandparents).

For immediate in-laws (mother, father, son and daughter), two (2) bereavement days per year may be taken with pay.

For any days needed beyond those bereavement days allotted, an employee may draw upon his/her accumulated sick days.

Where there is an exceptional distance to travel for the funeral, the supervisor may grant additional days to be taken from an employee’s accumulated sick leave.

One day may be taken out of the annual immediate in-law two (2) bereavement days allotment for close friends or other relatives.

**ARTICLE 19**

**Grievance and Arbitration Procedure**

1. A grievance shall be defined as a claim that the school district violated an express term of this agreement. A grievance may be raised by the Association or by an employee within the bargaining unit covered by this agreement.

   If a written copy of the grievance was not served on the District within one week of the act, occurrence or event giving rise to the grievance, or if the grievance was not submitted in writing to the Public Employment Relations Board within 90 calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived and there shall be no right
to arbitration. The time limits set forth in this section may be extended only upon the written consent of both parties. Once raised, the grievance will be resolved by the following procedures:

**Step 1:** The grievance shall be first orally discussed between the grievant and the grievant’s immediate supervisor.

**Step 2:** A grievance which is not resolved in Step 1 shall be submitted in writing to the Superintendent of Schools or his designee. The written grievance must be signed by the grievant and set forth the specific contractual claim being made together with a statement of the facts surrounding the grievance and the remedy sought. Within ten (10) working days after submission of the written grievance, there shall be a meeting between up to four (4) representatives designated by the Superintendent and up to four (4) representatives designated by the Association. The Superintendent shall give a written answer within ten (10) working days of the meeting.

**Step 3:** If the grievance remains unresolved after the Step 2 answer, the Association may appeal the grievance in writing to the Board of Education within ten (10) working days after receipt of the Step 2 answer. The Board shall render a final decision in writing within twenty (20) working days after receiving the appeal with, or without, a hearing, as it may deem advisable.

**Step 4:** If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District of an express provision of this agreement, the Association may submit the grievance in writing to the Public Employment Relations Board (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules. The decision of the Arbitrator shall be final and binding upon both parties to this Agreement. The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement; nor to render any decision which conflicts with a law, regulation, directive or other obligation binding upon the District; nor to imply any obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to service of the Step 2 written grievance upon the District. In making his/her award the Arbitrator shall bear in mind that both the District and the Association recognize that their paramount obligation is to the welfare of the school children.

**ARTICLE 20**

**Retirement System**

All employees shall be enrolled in the New York State Employees Retirement System. All eligible employees shall be enrolled in the New Career Plan 75i. In addition eligible employees shall be provided with the unused Sick Leave (41-J) and Guaranteed Minimum Death Benefit (60-b) options.

**ARTICLE 21**

**Association Leave**
The school system agrees that it will grant four (4) days annually with pay, per year to the Unit President or his/her designee to attend designated CSEA or AFSCME sponsored convention, conference, workshop, or special meeting. Personal leave or sick leave may not be used prior to or after such convention leave. Request for permission to attend such convention shall be made to the Superintendent of Schools thirty (30) days prior to such convention.

**ARTICLE 22**

**Compliance with the Laws of 1969**

Agreements between public employer and employee organizations:

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

   *It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.*

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE 24**

**Legality of Agreement**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment of this Agreement.

**ARTICLE 25**
**Leave of Absence Without Pay**

Upon request, and subject to the sole discretion of the Board of Education, an employee may be granted a leave of absence for no less than six (6) months and no more than one (1) year. If the leave is for less than one (1) year, the employee’s vacation time shall be prorated accordingly.

Permissible uses of leave shall include a return to education or personal illness.

Leave requests that are within the framework of the Family Medical Leave Act (FMLA) shall upon verification be approved.

**ARTICLE 26**

**Printing and Distribution of Contracts**

A copy of the Agreement will be printed and distributed by the School District not later than one calendar month following the date of execution by the parties.

**ARTICLE 27**

**Posting Job Vacancies**

Descriptions of job openings shall be distributed to custodial and maintenance employees a minimum of five (5) working days prior to the date the opening is filled. Presently employed custodial and maintenance personnel shall have the right to an interview before a final determination is made. The Unit president will be notified as to the person who was given the vacancy.

When the District posts a vacant unit position, it will be filled within twenty-five (25) working days after the end of the posting period. If the District requires additional time to fill the posted position, it will notify the CSEA Unit President of such need.

**ARTICLE 28**

**Seniority**

A. District seniority shall mean the length of continuous permanent service including any prior district service credit from another CSEA represented Fulton City Schools bargaining unit (Appendix “B”) in the Fulton City School District. District seniority will be a consideration in determining promotions, transfers, shift assignments (including workweek), and summer work.

B. Seniority within building and job classifications is the determining factor for shift assignment during school shutdown periods of one (1) week or more.

C. Layoffs and Recalls
   1. **Competitive Class**
      
      Layoffs and recall are governed by Civil Service Law and the Classified Rules of Civil Service. By law and regulation, seniority is measured by the date of original permanent
appointment, without break in service, in the classified service (competitive, non-competitive, labor or exempt class).

2. Non-Competitive and Labor Class
In the event of a job position elimination in a specific non-competitive class or labor class job title, any temporary or probationary (in that order) employee in the affected job title will be laid off first before any permanent employee in that job title is laid off.

Thereafter, the last permanent employee appointed to the job title shall be the first to be laid off. Laid-off permanent employees will be placed on a re-call list for no greater than two (2) years. Any further vacancy in that job title will be first offered to laid-off permanent employees on the re-call list for that title in order of seniority. An employee on layoff from the district for a period exceeding two year shall lose recall rights and be separated from employment.

3. Retreat
In the event of a job position elimination, the permanent employee about to be laid off may displace a less senior employee in a labor or non-competitive job class position that the employee previously held.

The employee shall be eligible for a wage level equal to that of an employee who had been in this position for the number of years equal to the employee’s seniority in the custodial and maintenance bargaining unit. Such wage determination may be reviewed in a labor-management committee meeting, however, the decision of the District is not subject to the grievance procedure under Article 19.

ARTICLE 29

Bulletin Boards

Bulletin Boards for posting of all notices shall be installed in a custodian room in each building. Materials posted and their appropriateness shall be mutually agreed upon.

ARTICLE 30

Overtime and Call-In Pay

Members of this bargaining unit shall be eligible to receive premium pay of time and one-half times the normal hourly rate of pay for all hours worked in excess of forty (40). All paid leave will be counted as time worked for computing over-time pay.
All employees may elect to take compensatory time off, at time and one-half, for any overtime worked in lieu of receiving time and one-half overtime pay. The option shall be solely the employee’s option.

Compensatory time must be taken within six (6) months from the time that it is earned. If the District has prevented the employee from taking the compensatory time off within such six (6) month period, the employee shall be entitled to receive monetary compensation for the compensatory time off, but the employee must be able to demonstrate that he requested time off, on at least three separate occasions, before he will be eligible for such payment.

An employee who is re-called to return back to work after his/her regularly scheduled work shift will receive a minimum two (2) hours pay.

**ARTICLE 31**

**Labor-Management Meetings**

The District agrees to form a Labor-Management Committee, which shall meet on a bi-monthly basis during the school year, date to be set by mutual agreement, for the purpose of providing communication, discussion and resolution of problems between the employees and the employer. These sessions are not to be bargaining sessions. Representatives will be limited to three (3) representatives of the employees and three (3) representatives of the employer. There will be no specific agenda.

**ARTICLE 32**

**Maternity Leave**

Upon presentation of a doctor’s certificate and a written request to the Superintendent (a copy to be sent to immediate supervisor), a leave of absence without pay will be granted to female employees for maternity leave reasons. Such application for a maternity leave of absence shall be made at least three (3) months, calendar days, before the expected birth of the child. A maternity leave shall commence upon the individual’s requested date and may continue for a period not to exceed one (1) year. While on maternity leave, the employee may utilize accumulated vacation, personal and/or sick leave. If the employee requests sick leave, a doctor’s certificate shall be required stating the reason and period of time.

This provision shall be applicable in cases of verified adoption of a child.

**ARTICLE 33**

**Health Insurance Credit for Retirees**

Employees who retire from service in the Fulton City School District and who are members of the District Health Insurance Plan may have their accumulated sick leave converted to a credit which will be applied, until it is exhausted, to the retired employees’ share of the cost of carrying the health insurance after retirement. After the credit is depleted, the retired employees may continue to carry the health insurance by making the appropriate payment to the District.
Example of Health Insurance Credits for Retirees:

100 days of sick leave accumulation

Salary $25,000.

\[
\frac{100}{240} \times 25,000 = 10,416 \text{ total health insurance credit available for retiree.}
\]

$10,416 minus the annual cost equals the remaining health insurance credit for retiree of subsequent years.

**Cash Option Benefits**

Any bargaining unit member with at least ten (10) years of experience in the Fulton City School and eligible for retirement under the New York State Employees Retirement System and **actually** retires may select any portion of their retirement health insurance credit to be converted to a cash option. The amount selected to be converted will be multiplies as follows:

- 7/1/06 50%
- 7/1/07 55%
- 7/1/08 60%

Example: Effective 7/1/08 An employee with 100 days accumulated sick leave days whose per diem rate is $125 per day would have a health insurance credit of $12,500 per Article 33 of this agreement.

The individual may elect to apply all of this amount to a cash option. Under the above condition the individual would receive 60% X $12,500 or a cash payment of $7,500. Under the above example the individual would have a zero balance for the retirement health insurance credit.

A second example is an employee with the same accumulation may elect to retain $5,000 for the health insurance credit and apply the $7,500 X 60% and receive a cash payment of $4,500.

A third example is an employee with the same accumulation may elect to retain the total $12,500 for the retirement health insurance credit and receive zero as a cash payment.

**Cash Option – Payment – Acceptance**

Any person who is retiring must notify the District in writing at least 60 calendar days in advance in order to be eligible. Upon such notification, between July 1 and June 30, such employee may receive this payment as a part of his/her salary over the remaining pay dates, should the employee desire to do so. However, the employee may also choose to have a lump sum payment on the day of retirement.

Once the retirement is acted upon and payments commence, it becomes non-rescindable.

**ARTICLE 34**

**Disability Insurance**

~ 18 ~
The parties agree to institute the New York State Disability Insurance Plan or its equal. Employees will contribute toward payment of premiums an amount up to the allowed chargeable rate.

**ARTICLE 35**

**Tuition Reimbursement**

The District will reimburse employees for incurred tuition costs for District-approved courses taken which are job related providing the employee satisfactorily completes the course. The employee shall receive District approval prior to enrolling in the course.
ARTICLE 36

Contract Duration


Contract Signatures and Certifications

1. The foregoing pages constitute the entire Agreement between the Fulton School District and the CSEA for the term of July 1, 2006 through June 30, 2011.

2. The dates and signatures required are as follows:

   Custodial–Maintenance (CSEA)       Fulton School District

   President                          Superintendent

   Date

   CSEA Labor Relations Specialist

   Date
APPENDIX "A"

Health Insurance Financial Inducement Option

1. Any employee enrolled in the District wide health insurance program or a new hire may elect to forego either individual or dependent coverage and shall receive a financial inducement for such withdrawal in accordance with the terms herein.

2. The financial inducement for withdrawing from or foregoing from the group health insurance program shall be based upon the coverage the employee is eligible for. If bona fide reason for an exception to this provision can be established, the Superintendent may waive this restriction. Employees shall be required to provide verification of enrollment in another health benefits plan in order to be eligible for the payment as outlined below.

3. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on the Fulton City School District Election Form, in the month prior to the beginning of the Plan Year. Plan Years shall begin on July 1 and end on June 30, except in the first year of the operation of the Plan.

4. The financial inducement for withdrawing from such program shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Two Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000</td>
<td>$1,500</td>
<td>$2,000</td>
</tr>
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</table>

5. Payment of such financial incentive shall be made annually at the close of school in June. The first payment shall be made in June in the year following the notification mentioned in #4 above and thereafter as long as the employee chooses not to participate. However, such prorated payment shall be made no later than 30 days following departure of employment where an employee's employment has been terminated with the District prior to June.

6. The amount of such payment shall be prorated, based upon the actual amount of time the employee is foregoing the coverage. The period for such probation shall be from July 1 through June 30. The time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.
8. If an employee elects to withdraw from the health insurance program and then decides to rejoin, the employee shall be eligible to rejoin the program at the next June "window" period, i.e., one of the times (December the other) set by the insurance company when existing employees can join such program if they originally elected not to do so at the time they were initially hired. The window date for this benefit is June 1. Application and the Fulton City School District Election Form must be filed at least 15 days in advance of June 1.

9. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. Both parties caution that only those employees who have dependent coverage through a spouse's employment consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, costs, employer's participatory share of such costs, etc., of their spouse's health insurance program.

10. Employees who plan to retire and expect to use the conversion of sick leave to insurance credits must withdraw from the inducement plan and rejoin the health insurance plan. Application to rejoin the health insurance plan must be made 30 days prior to the reopening date that precedes the retirement.

11. If this agreement jeopardizes the contracted health coverage, the agreement becomes null and void.
APPENDIX "B"

Prior District Service Credit

NOTE: An employee's service date for retirement vesting and pension is set by law and the NYSERS (New York State Employees Retirement System). An employee holding a competitive class position has a seniority date for layoff and recall set by Civil Service Law. Only an employee's seniority and service time as they relate to the labor agreement is affected by any adjustments for part-time, permanent District employment as set forth below.

Custodial/Maintenance: Full-time, permanent service is based upon a regularly scheduled eight (8) hour workday, 12 months per school year. Any prior permanent and continuous District service which was full-time (eight (8) hours per day, 12 months per year) will be fully credited. Any prior permanent and continuous service, which is less than full-time, must be prorated and adjusted accordingly.

Example: An employee first worked as a substitute employee for two years, and then worked six years as a four-hour per day, ten-month per year, permanent employee.

- 2 years as substitute not counted (not permanent service)
- Adjustment for less than 12-month service
  
  10 months
  12 months = 5/6
  5/6 X 6 years = 5 years
- Adjustment for part-time workday

  4 hours
  8 hours = 1/2
  1/2 X 5 years = 2 1/2 years

The employee would be credited with 2 1/2 years of prior service toward contractual benefits and contract seniority.

Carry Over of Accumulated Leave

A District employee's accumulated leave, if any, time will be carried over once appointed to a Custodial/Maintenance Unit position. Leave time earned as a part-time employee will be adjusted and converted to equivalent full-time leave.

Example: Employee has accumulated 50 sick days earned as a four-hour (1/2 time) employee

50 days X 1/2 = 25 days

The employee will therefore carry over 25 sick days based on an eight-hour day.
Memoranda of Understanding

A. **Snow Closures**

In the event the district closes school due to snow conditions and an employee is required to work beyond the four (4) hour workday he/she will be paid for the hours worked beyond the four at the applicable overtime rate.

B. **Procedures for Offering Overtime (2005-06 Pilot)**

The Labor-Management Committee will review and evaluate a pilot program for Procedures for Offering Overtime.

1. Custodial Department – Overtime opportunities will be offered in rotation among the employees within the building and in the appropriate job title.

2. Maintenance Department – Maintenance overtime opportunities will be offered in rotation among maintenance employees who are qualified to do the overtime work.

3. Grounds Department – Grounds overtime opportunities will be offered in rotation among ground workers.

Overtime data will be collected and submitted to the committee for review. (Postings, Rotations, Amounts Offered, Refused, Worked By each employee in each department.) Depending upon the results of this study, these procedures may be included in the Labor Agreement in next negotiations.