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WC / 4763

AGREEMENT
BY AND BETWEEN
THE
SUPERINTENDENT OF SCHOOLS
OF THE
CHENANGO FORKS CENTRAL SCHOOL DISTRICT
AND THE
CHENANGO FORKS ADMINISTRATIVE SUPPORT GROUP

7/1 6/30
2010-2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

OCT 20 2010

ADMINISTRATION

17 members decreased in cost

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RECOGNITION

By Resolution dated the 13th day of July, 1981, as amended on October 13, 1982, the Board of Education of the Chenango Forks Central School District duly recognized the Chenango Forks Secretarial/Clerical Association as the exclusive negotiating agent representing the negotiating unit defined by said Board under Section 204 of the Public Employees Fair Employment Act of 1967.

AGREEMENT

ARTICLE I

This contract constitutes the full and complete agreement by and between the ¹Chenango Forks Administrative Support Group, hereinafter referred to as the Association, and the Superintendent of Schools of the Chenango Forks Central School District, hereinafter referred to as the Superintendent, regarding matters related to terms and conditions of employment. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Superintendent and the Association each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement. The Association and the Superintendent further agree that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all rights to manage, direct, and supervise the operations of the school district and the employees are vested solely in the Superintendent.

If any provisions of this agreement or any application of this agreement to any employee or group of employees covered thereby shall be found contrary to law by any court of competent jurisdiction or contrary to appropriate rules of the Civil Service Commission or of the Commissioner of Education, such provisions or applications shall not be deemed valid or subsisting except to the extent provided by law. All other provisions or applications of this agreement shall remain in full force and effect.

¹ The organization has not changed; this is a name change only.

ARTICLE II – Association Rights

- A. The Association shall have the right to use appropriate district bulletin boards designated by the Superintendent or his designee, and upon written request, meeting rooms on a space available, no cost basis except where additional custodial services are required. It is understood that these facilities must conform to Article 414, New York State Education Law.

- B. Upon individual members written authorization to the school district treasurer, the district will deduct from the bargaining unit members' wage or salary and remit to the appropriate authority, the following:
 - 1. Association dues
 - 2. The appropriate portion of the net premium for health and dental insurance
 - 3. Tax sheltered annuities
 - 4. Credit union deductions

The authorization for the foregoing deductions may be withdrawn by the member of the bargaining unit at any time by written notice to the school district treasurer.

Further, the school district may deduct from the bargaining unit members' wages or salary, without authorization, those deductions prescribed by law as well as the following:

- 1. Authorized absence without pay
 - 2. Exhaustion of sick leave benefits
 - 3. Unauthorized absence

- C. The district will post positions after the Civil Service list is exhausted and all internal (currently CF employees) candidates are exhausted and notified. It is understood that all qualified applicants on the present staff have a right to apply for such vacancies without interference from their present supervisor.

ARTICLE III – Work Day, Work Week, Work Year

- A. Sick, Personal Business Leave

During the first year of their employment, full time 10 month members of the bargaining unit shall be entitled to five (5) sick leave days, plus one (1) day of which may be used for personal business. Each year thereafter, full time, ten (10) month employees of the bargaining unit shall be entitled to ten (10) sick leave days per year, plus three (3) days which may be used for personal business.

During the first year of their employment, full-time 11 month members of the bargaining unit shall be entitled to five (5) days sick leave, plus one (1) day of which may be used for personal business. Each year thereafter, full-time eleven (11) month sick leave days per year, plus three (3) days which may be used for personal business.

During the first year of their employment, full-time 12 month members of the bargaining unit shall be entitled to five (5) days sick leave, plus one (1) day which may be used for personal business. Each year thereafter, full-time twelve (12) month employees of the bargaining unit shall be entitled to twelve (12) sick leave days per year, plus three (3) days which may be used for personal business.

Sick leave and unused personal leave may be accumulated as follows:

1. Ten-month, full-time employees to a maximum of one hundred sixty (160) days.
2. Eleven-month, full-time employees to a maximum of one hundred seventy (170) days.
3. Twelve-month, full-time employees to a maximum of one hundred ninety (190) days.

Absence due to illness is for bonafide employee sickness and shall be deducted from accumulated sick leave. In addition, absence for serious illness of a member of the bargaining unit's immediate family may be charged to this account. The members of the immediate family are as follows: Employee's mother, father, sister, brother, children, spouse, spouse's mother, spouse's father, one who regularly resides within the employee's home and occupies a close personal relationship to the employee and those individuals who may be defined as a dependent according to the Internal Revenue Service Code. Family sick will be limited to the annual allocation. Accumulated sick can be used for personal illness. Under extraordinary circumstances additional days may be granted upon approval of the Superintendent.

Personal business leave may be granted only by prior application to the employee's immediate supervisor with the supervisor's recommendation to, and the approval of, the Superintendent or his/her designee. All requests for personal business leave must be made in writing at least two (2) days in advance of the date of the proposed leave. Such requests will be forwarded to the Superintendent or his/her designee for his/her authorization. Under unusual or emergency conditions, the Superintendent or his/her designee may waive the advanced request form.

Sick Leave Bank is available to the bargaining unit members.

B. Holidays

Full time, twelve-month members of the bargaining unit shall receive thirteen (13) paid holidays. The selection of the holidays shall be determined by the Superintendent of Schools after consultation with the President of the Association. Ten (10) and eleven (11) month full-time employees to receive Holidays that fall during their work year. The bargaining unit members will receive two (2) floating holidays. (Employees hired between April 1st and June 30th will not receive a floating holiday for the first year of employment). Use of the floating holiday is limited to non- instruction (student) days upon approval of immediate supervisor.

- C. For the purposes of Section A, Sick, Personal Business Leave and Section 5, Holidays, a full-time employee is defined as one who is assigned to 30 or more hours per week for the following classifications: Account clerk, account clerk/typist, clerk, stenographer, typist, Computer Systems Assistant, secretary, payroll clerk, AV aide, senior stenographer, keyboard specialist/Senior typist, accountant, PC LAN Technician Level 1 and PC LAN Technician Level 2.

In addition, other days may be granted at the discretion of the Superintendent of Schools in accordance with the needs of the School District.

D. Bereavement

Up to three (3) days may be used for each death in the immediate family. Immediate family means: spouse, children, parent, mother-in-law, father-in-law, brother, sister, grandparent, grandchildren or other person who served in a parental relationship (who raised the employee and who lives in the employee's home) or one who regularly resides within the employee's home and occupies a close personal relationship to the employee. Up to one (1) day may be used for each death for brother-in-law and sister-in-law. Additional time may be requested from the Superintendent subject to his/her approval. Should additional bereavement time be denied by the Superintendent, up to two (2) days accumulated sick leave may be used.

E. Vacations

Paid vacations shall accrue to all full-time members of the bargaining unit that work twelve (12) months per annum in accordance with the following schedule:

Employment Years	Paid Vacation Per Year
Less than one	$\frac{3}{4}$ day for each full month's employment, rounded to the next highest full number of days
One through five	10 days
Six through Seven	13 days
Eight through Ten	15 days
Eleven through nineteen	20 days
Twenty or more	25 days

All vacation calculations shall be made July 1st of each year. Vacation time shall be taken with the approval of the Superintendent or his/her designee.

*Upon written notice to the supervisor five (5) or less vacation days may be carried over into the next school year. Carry over of more than five (5) vacation days will require written request and prior approval of the Superintendent.

F. Unpaid Leaves of Absence

Bargaining unit members may request an unpaid leave of absence in accordance the Family and Medical Leave Act.

Bargaining unit members must request in writing for unpaid leave providing specific reasons for such request. If the request is for a short duration, i.e. three days or less, the Superintendent of Schools, or in his/her absence, the Assistant Superintendent of Schools, will grant or deny such request. If the request is for longer than three days, the unpaid leave request with specific reasons will be presented to the Board of Education for their determination. The decisions on the unpaid leave request by the Board of Education, Superintendent or Assistant Superintendent are completely discretionary and not precedent setting.

G. Work Hours

Between July 1 and August 31, members of the bargaining unit will work seven and one-half hours including ½ hour unpaid lunch. Between September 1 and June 30th the normal work day is 8 and ½ hours including a 45-minute lunch. For example, an employee who works 7:30 to 4:00 P.M. including a 45-minute lunch of which 30 minutes of the lunch is unpaid. Employees who work less than 8 and ½ hours (including lunch) will receive an unpaid 30-minute lunch period. On non-instructional work days between September 1st and June 30th, including emergency closing days, the members of the bargaining unit will work seven and one-half hours including ½ hour unpaid lunch. (These reduced hours will not apply to Superintendent's conference days, early dismissal days or Regents days.) Specific starting and ending times will be determined by the unit member's immediate supervisor.

H. Jury Duty – Personnel summoned for jury duty during the school year shall make an effort to postpone such duty to times when school is not in session. Should such request be denied and the employee is summoned to jury duty, said employee shall continue to receive their regular pay for the period. Said employee shall reimburse the District any compensation received from the court minus amounts paid, if any, for mileage and meals. Salary continuance requires submission of the following documents to the Superintendent's office:

- (1) Court summons or notice
- (2) Clerk of court record
- (3) Other appropriate proof

Employees following the above procedure and who are still required to serve shall Not have the served time count against attendance bonus.

I. Overtime/Compensatory Time

If employees are required to work outside of their normal hours during any particular work week, they may be scheduled for time off at straight time within the same work week.

When employees are required to work beyond forty (40) hours in a given work week, they shall be granted compensatory time at the rate of time and one-half (1 ½) times the extra hours worked. Compensatory time must be used within thirty (30) days of it being earned. The supervisor must approve any request for the use of compensatory time. At the end of this thirty (30) day period, should the employee be unable to use the compensatory time or the employee was denied usage of the time by the supervisor or the supervisor could not schedule the time off, the overtime will be paid in the next available payroll.

ARTICLE IV – Salary and Wages

A. All returning bargaining unit members shall receive the following salary increases:

2010-11	\$.30 per hour
2011-12	\$.25 per hour

B. The member of the unit may be granted a merit increase in salary upon recommendation of their supervisor and with the approval of the Superintendent of Schools.

C. Longevity System Employees covered by this agreement are entitled to lump sum Payments of longevity awards on the date of their anniversary and this award will be added to the base rate at the end of the fiscal year in which they received the longevity award for the calculation of salary increases only. The awards are as follows:

After 5 years continuous service	\$100 additional salary
After 10 years continuous service	\$200 additional salary
After 15 years continuous service	\$300 additional salary
After 20 years continuous service	\$400 additional salary
After 25 years continuous service	\$500 additional salary
After 30 years continuous service	\$600 additional salary

Example:

Tom Johnson is employed on 7/2/90. On 7/2/95 Tom has worked continuously for the District. Tom will be paid a longevity award of \$100. At the end of the fiscal year June 30, 1996 \$100 shall be added to the base pay solely for the calculation of the salary increase for the 1996-97 school year.

Tom's salary at 7/1/95 is \$15,000, he is paid a longevity amount on 7/2/95 of \$100. On 6/30/96 \$15,000 is used to calculate the 1996-97 salary increase. Assuming a 3% salary increase the base pay would be calculated as follows:

$$\begin{aligned} & (\text{Base pay} + \text{longevity}) \times \% \text{ increase} \\ & (\$15,000 + \$100) \times .03 \\ & \quad \$453 \text{ Salary increase} \end{aligned}$$

$$\begin{aligned} \text{Base Pay} + \text{Salary Increase} &= \text{New Base Pay} \\ \$15,000 + \$453 &= \$15,453 \end{aligned}$$

On 7/2/96 Tom is paid his longevity award of \$100
On 7/2/97 Tom is paid his longevity award of \$100
On 7/2/98 Tom is paid his longevity award of \$100
On 7/2/99 Tom is paid his longevity award of \$100

On 7/2/00 Tom is paid his longevity award of \$300. (After 10 years of continuous service an additional \$200 is added to the previous longevity award.)

At the end of each fiscal year the longevity award is added to base salary solely for salary increase calculations.

- D. Newly hired employees shall be paid an hourly rate of no less than the following:
- | | |
|-----------------|-----------|
| \$9.65 per hour | 2010-2011 |
| \$9.75 per hour | 2011-2012 |

ARTICLE V – Health and Dental Insurance

- A. Members of the bargaining unit who are employed thirty (30) hours a week or more shall be eligible for the school health and school dental plan.
- B. The school district and employees shall contribute the percentage of premium outlined below:

	District Share	Employee Share
Hired before July 1, 1995		
BlueCross BlueShield Regionwide	90%	10%
PPO Plan H (optional)	95%	5%
Dental Plan	85%	15%
Hired after June 30, 1995		
BlueCross BlueShield Regionwide	78.50%	21.50%
PPO Plan H (optional)	82.50%	17.50%
Dental Plan	75%	25%

C. It is further understood and agreed that there shall be included in the plan:

1. For employees hired before 10/1/92 health insurance at retirement shall be 100% for individual coverage, 75% of the difference between family and individual coverage paid by the district. Dental insurance coverage at retirement shall be 75% district share for either individual or family coverage.

2. Surviving spouse and dependents (as defined in the Internal Revenue Service Code) are coverable through payment by said spouse or dependent of 25% of the cost of the plan.

3. Employees hired after October 1, 1992 shall have their health insurance at retirement covered, as follows:

After a minimum of ten (10) years of service, bargaining unit members will earn four (4%) percent/year of full-time service, prorated for part-time service, not to exceed eighty (80%) percent of individual coverage or two and one-half (2.5%) percent per year of full-time service not to exceed fifty (50%) percent of family coverage/premium. All service is to be CFCSD (or predecessor district [only in the event of merger]) service.

D. The Regionwide co-pay shall be ten (\$10) dollars for brand name prescription drugs and two (\$2) dollars for generic brand prescription drugs for the life of this agreement, or upon modification of same pursuant to a change in the application of current health and dental plans.

E. Survivor Insurance Upon Death of Employee:

The surviving spouse and dependents (as defined in the Internal Revenue Code) of active employees are coverable through the payment by said spouse or dependent of the following amounts for health coverage:

Terms of Employee's Service	Payment
0-10 years	COBRA coverage only
11-15 years	100% cost paid by the subscriber

16-20 years

District contribution shall be –
\$100/month – individual coverage
\$250/month – family coverage

Over 20 years

District contribution shall be –
\$150/month – individual coverage
\$375/month – family coverage

- F. Employee insurance contributions for 12 month employees will be deducted equally out of each payroll over the course of a school year.
- G. The dental plan will include the orthodontics supplement for those who sign up. The dental plan will include the prosthesis supplement for those who sign up.
- H. The District and Association agree to implement a Flexible Spending Plan. The conditions are as follows:
 - 1. The plan administrator shall be selected by the district.
 - 2. The cost for each spending account participating member is the current rate per month.
 - 3. Automatic health and dental insurance premium conversion unless employee opts out.
 - 4. Payroll withholdings will be evenly withheld from October through June.
 - 5. Medical spending account maximum \$5,000.00. Dependent care spending account maximum \$5,000.00.

ARTICLE VI – Attendance Bonus

Any regular 12-month, full-time employee covered by this agreement who has no absences during the school year with the exception of approved bereavement, approved school business, certified jury duty, vacation, and Workers’ Compensation injuries pursuant to Board Policy 4237 shall be entitled to a bonus as follows:

0 absences	\$300.00 bonus
1 absence	\$200.00 bonus
2 absences	\$100.00 bonus

Any regular 11-month or 10-month, full-time employee covered by this agreement who has no absences during the school year with the exception of approved bereavement, approved school business, certified jury duty, vacation, and Workers’ Compensation injuries pursuant to Board Policy 4237 shall be entitled to a bonus as follows:

1 absence	\$300.00 bonus
2 absences	\$200.00 bonus
3 absences	\$100.00 bonus

ARTICLE VII – Retirement

Effective July 1, 1982, the district agreed to subscribe to the New York State Employees' Retirement System Plan referred to as Section 75 i, on behalf of each eligible member of the bargaining unit.

ARTICLE VIII – Early Retirement Incentive

- A. Retirement at the end of the first school year in which the employee is eligible for full (non-diminished) retirement.
- B. Written notice by January 1 in the year of retirement.
- C. Must have worked at least ten (10) consecutive years in the Chenango Forks Central School District.
- D. Employees whose birthday of their first eligible year of this retirement falls on or between July 1 and August 31 shall have the option of retiring under this provision in either the prior year or the following year subject to the same notice as other employees. Any member retiring during July and August will receive leave benefits on a pro-rata basis from July 1 through the time of retirement.
- E. Payment as follows:
 - 1. \$5,000.00 base payment for early retirement.
 - 2. \$10.00 for each unused accumulated sick leave day.
 - 3. An additional \$5.00 per day for employees with at least fifteen (15) years service in the district.
 - 4. For each of the last ten (10) school years in which employee had no more than four (4) days total absence, an additional \$10
 - 5. Lump sum payment to be made by October 1st or equal payments in the year of retirement.
- F. Employees who do not opt for the Early Retirement Incentive or retire (not resign or be terminated) early shall be entitled (after 5 years continuous service) to a payment of ten (\$10) dollars each for each accumulated sick leave day. Retirement may not be delayed until after July 1 of a contract year unless due to certified disability or birthday of employee. In such case that year's sick leave days shall be prorated.

ARTICLE IX – Grievance Procedure

Section 2.1 – Purpose

The purpose of this procedure is to provide for a settlement of any disagreement about the meaning or application of this contract.

Section 2.2 – Definitions

- 2.21 “Grievance” shall mean a claimed violation of a specific and express provision of this agreement.
- 2.22 The term “aggrieved” shall mean an individual covered under the terms of this contract.
- 2.23 “Immediate Supervisor” means the building administrator to whom the bargaining unit member is directly responsible. If the subject of the grievance is such that it crosses buildings or is district-wide, the immediate supervisor shall be the Superintendent.
- 2.24 “Days” shall be defined as those days when the office of the Superintendent is open for official school business except as otherwise specifically stated.
- 2.25 “Representative” means the individual(s) selected by the bargaining unit member to represent him/her at any or all stages of the grievance procedure. Said representative must be a representative or an official of the Chenango Forks Administrative Support Group. Said individuals shall be limited to two (2) persons unless otherwise mutually agreed upon.

Section 2.3 – Grievance Procedure

- 2.31 Any grievance statement submitted in writing shall include the name(s) and position(s) of the aggrieved, a concise statement of alleged violation, the specific provisions of the contract to which the grievance applies, and the kind of action the aggrieved desires the district to take to remedy the situation and shall be signed by the aggrieved.
- 2.32 All meetings or hearing involving grievances will be held at a time to be determined by mutual consent.
- 2.33 The number of days at each stage will be considered as a maximum, except when by mutual written agreement the time limits are extended. Failure by the aggrieved to follow the time limits shall result in the dismissal of the grievance and further processing of same shall be barred. Failure by the employer to process the grievance in a timely fashion shall be considered a denial of the grievance and shall permit the processing of the grievance to the next step of the grievance procedure.
- 2.34 A grievance must be initiated within twenty (20) working days of the event which gives rise to the bargaining unit member’s grievance.
- 2.35 If a decision at any stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 2.36 The time limits specified for each stage in this procedure shall be measured from the date of the written document.

Section 2.4 – Grievance Stages

2.41 Stage I – Immediate Supervisor

- (1) The aggrieved who alleges a violation under the terms of this contract will first discuss the matter informally with his/her immediate supervisor, within twenty (20) working days of such alleged violation, with the objective of solving the matter satisfactorily.
- (2) If the grievance cannot be resolved informally, it shall be presented in writing to the immediate supervisor by the aggrieved bargaining unit member within five (5) days of the informal conference, the written grievance shall contain the information set forth in Section 2.31.
- (3) Within five (5) working days after the written grievance is presented to the immediate supervisor, (s)he shall submit a written reply to the aggrieved.

2.42 Stage II – Superintendent

- (1) If the aggrieved is not satisfied with the disposition of the grievance at age I, an appeal may be filed with the superintendent, within five (5) days of the written answer. However, if the supervisor at Stage I was the superintendent, the grievance shall be appealed within twenty (20) working days of his/her written answer directly to Stage III. The appeal shall include a written statement of the grievance and the answer at Stage I.
- (2) The Superintendent or his/her designee will conduct a hearing with the aggrieved within ten (10) days after receipt of the appeal.
- (3) The Superintendent shall render a decision in writing to the aggrieved within five (5) days after the conclusion of the hearing.

2.43 Stage III – Board of Education


- (1) If the aggrieved is not satisfied with the disposition of the grievance at the second stage, the aggrieved may submit the grievance to the Board of Education by written notice within twenty (20) working days from the conclusion of the second stage.
- (2) The Board will conduct a hearing on the grievance within thirty (30) working days after receiving the appeal.
- (3) The Board shall render a decision on the grievance, in writing, within ten (10) working days of the hearing date or at its next official Board meeting, whichever is later.
- (4) Awards may not be retroactive beyond ten (10) working days prior to the service of the Stage I written grievance.

ARTICLE X – Labor Management Committee


The labor management committee will meet as needed toward the resolution of non-contractual issues.

ARTICLE XI – Term

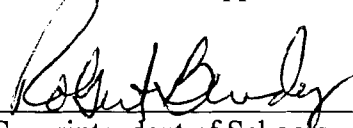
- A. It is further agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by Amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative action is given approval.
- B. This agreement entered into this 16th day of August, 2010, shall be in full force and effect from the 1st day of July, 2010, through June 30, 2012.



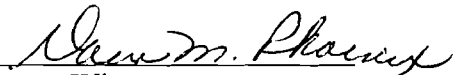
Co-Chairperson, Chenango Forks
Administrative Support Group



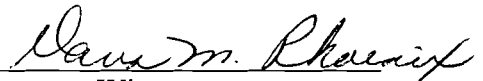
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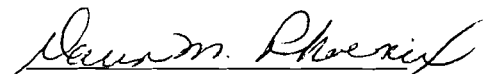
Superintendent of Schools



Witness



Witness



Witness