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#### **Contract Database Metadata Elements**

Title: **Chenango Forks Central School District and Chenango Forks Supervisory Association (2011)**

Employer Name: **Chenango Forks Central School District**

Union: **Chenango Forks Supervisory Association**

Local: **N/A**

Effective Date: **07/01/11**

Expiration Date: **06/30/14**

PERB ID Number: **4764**

Unit Size: **N/A**

Number of Pages: **12**

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AD / 4764

AGREEMENT  
BY AND BETWEEN  
THE  
SUPERINTENDENT OF SCHOOLS  
OF THE  
CHENANGO FORKS CENTRAL SCHOOL DISTRICT  
AND THE  
SUPERVISORY ASSOCIATION  
OF THE  
CHENANGO FORKS CENTRAL SCHOOL DISTRICT  
7/1 6/30  
2011-2014

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## RECOGNITION

By resolution dated the 13<sup>th</sup> day of July, 1981, the Board of Education of the Chenango Forks Central School District duly recognized the Chenango Forks Supervisory 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.

## ARTICLE I AGREEMENT

This contract constitutes the full and complete agreement by and between the Chenango Forks Supervisory Association, 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 waives the right, and each agrees 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.

## 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 prior 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 and not be used for local, state, or national political activities or purposes.

B) Upon individual member's written authorization to the school district treasurer, the district will deduct from the bargaining unit member's 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.

### ARTICLE III WORKDAY, WORK WEEK, WORK YEAR

It is agreed that the standard workday for members of the bargaining unit shall be eight (8) hours, that the standard work week shall be forty (40) hours per week, and that the standard work year shall be as follows:

Director of School Facilities & Operations	52 weeks
Transportation Supervisor	52 weeks
Watchman/Safety Coordinator	44 weeks
Head Custodian	52 weeks
Dean of Students	44 weeks
Central Technology Officer	52 Weeks

### ARTICLE IV LEAVES

A) Sick, Personal Business Leave

During the first year of their employment, full time twelve (12) 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, twelve (12) month employees of the bargaining unit shall be entitled to twelve (12) sick leave days per year, plus **four (4)** days which may be used for personal business. Two (2) of these personal business days may be without reason. Sick leave may be accumulated to a maximum of two hundred (200) days.

During the first year of their employment, full time eleven (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 employees of the bargaining unit shall be entitled to eleven (11) sick leave days per year, plus **four (4)** days which may be used for personal business. Two (2) of these personal business days may be without reason. Sick leave may be accumulated to a maximum of two hundred (200) days.

During the first year of their employment, full time ten (10) month members of the bargaining unit shall be entitled to five (5) days sick leave, plus the one (1) day 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. Two (2) of these personal business days may be without reason. Sick leave may be accumulated to a maximum of two hundred (200) 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. The number of days allowed for family death/illness shall be determined in consultation with 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. All requests for personal business leave must be made in writing with adequate reasons, at least three (3) days in advance of the date of the proposed leave. Such requests will be forwarded to the Superintendent for his authorization. Under unusual or emergency conditions, the Superintendent may waive the advanced request form.

#### B) Vacation

All vacation calculations shall be made July 1<sup>st</sup> of each year. Vacation time shall be taken during the regularly scheduled vacation periods by mutual agreement between each member of the bargaining unit and the Superintendent or his designee.

Twelve (12) month employees shall be allowed to accumulate up to fifteen (15) days vacation.

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

<u>Employment Years</u>	<u>Paid Vacation Per Year</u>
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	11 days
Seven	12 days
Eight	13 days
Nine	14 days
Ten	15 days
Eleven through nineteen	20 days
Twenty or more	25 days

Paid vacation shall accrue to all full-time members of the bargaining unit that work eleven (11) months or ten (10) months per annum in accordance with the following schedule:

<u>Employment Years</u>	<u>Paid Vacation Per Year</u>
Less than one	½ for each full month's employment rounded up to the next full number
One through five	Six (6) days
Six through nine	Seven (7) days
Ten through fourteen	Eight (8) days
Fifteen through nineteen	Nine (9) days
Twenty or more	Ten (10) days

Vacation days may only be taken during non-student days with the prior approval of the Superintendent of Schools.

Eleven (11) month and ten (10) month employees shall be allowed to carry over two (2) week's unused vacation per year (no accumulation) at the sole discretion of the Superintendent.

C) Holidays

Full-time twelve (12) month members of the bargaining unit shall receive the following paid holidays plus two (2) floating holidays upon approval of the Superintendent or designee:

Labor Day	December 25
Columbus Day	New Years Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Fourth of July
December 24	

Full-time eleven (11) month and ten (10) month members of the bargaining unit shall receive holidays that fall during their work year plus one (1) floating holiday upon approval of the Superintendent or designee. In addition, other days may be granted at the discretion of the Superintendent in accordance with the needs of the school district.

D) Unpaid Leaves of Absence

Any member of the bargaining unit may request an unpaid leave of absence for the purposes of parenting, the assumption of family responsibilities, health or other legitimate purpose. Such requests shall be submitted to the Superintendent of Schools or his designee for his consideration not less than ninety (90) days prior to commencement of such leave. Such requests must be in writing and provide adequate reasons. Unpaid leaves of absence may be granted in increments of ninety (90) days, not to exceed a total of three hundred sixty (360) days for any such request. In a bonafide emergency, the ninety (90) days prior notice may be waived by the Superintendent.

Members of the bargaining unit shall notify the Superintendent of Schools thirty (30) days prior to the expiration of such leave (except in matters of health) of their intention to return to duty. The employees shall then be returned to the same duty classification, but not necessarily placed in the same position or location assigned upon commencement of the leave.

E) 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, brother, sister, grandparent, or other person who served in a parental relationship (who raised the employee and who lives in the employee's home), or who regularly resides within the employee's home and occupies a close personal relationship to the employee. 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.

F. 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 a request be denied and the employees are summoned to jury duty, said employees shall continue to receive their regular pay for the period. Said employees 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 must be presented to the District within two (2) workdays of the receipt of notification by the bargaining unit member.
2. Clerk of court record.
3. Other appropriate proof.

**ARTICLE V  
SALARY AND WAGES**

Each bargaining unit member shall receive:



2011-12	0.00%
2012-13	2% or the greater of 2% or \$800 for 52 week employees
2013-14	2% or the greater of 2% or \$800 for 52 week employees

The Superintendent or his designee shall mutually establish two goals with each bargaining member on an annual basis. Upon accomplishment of each goal as determined by the Superintendent or his designee, the bargaining unit member shall be compensated by payment of \$150.00 per achieved goal, with a maximum of \$300 per year.

For exceptional and meritorious performance, the members of the bargaining unit may be granted a merit increment upon recommendation of the Superintendent of Schools.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

A) Health and Dental Insurance

All members of the bargaining unit shall be eligible for the school health and school dental insurance plans. The school district and employees shall contribute the percentage of premium outlined below:

	<b>District Share</b>	<b>Employee Share</b>
BlueCross BlueShield Regionwide	90%	10%
PPO Plan H (optional)	95%	5%
Dental Plan	85%	15%

The Regionwide co-pay shall be ten (\$10) dollars for brand name prescription drugs and two (\$2) dollar 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.

For employees (working in all titles) 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.

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.

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 Chenango Forks Central School District (or predecessor district [only in the event of merger]) service.

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

0-10 years  
11-15 years  
16-20 years

Payment

COBRA coverage only  
100% cost paid by the subscriber  
District contribution shall be –  
\$100/month-individual coverage  
\$250/month-family coverage

20 years

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

B) Travel Expenses

All members of the bargaining unit traveling on behalf of the school district shall be reimbursed for ordinary and necessary expenses as approved in advance by the Superintendent or his designee.

C) Motor Vehicle

The Director of School Facilities & Operations, due to the uniqueness of his position, shall be provided with a suitable motor vehicle for the official performance of his duties.

The Head Custodian shall be provided a vehicle during his shift for work activities.

D) 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.

E) Group Life Insurance

Premiums for group life insurance up to each unit member's salary (e.g. salary of \$28,600 would receive \$28,000 of insurance coverage) shall be paid by the district.

F) Flexible Spending with the following conditions:

1. The plan administrator will be selected by the District.
2. Automatic health and dental insurance premium conversion unless the employee signs a waiver form to elect out.
3. The cost for each spending account participation member will be the current cost charged by the supplier (currently \$3.25). (There is no cost if premium conversion only.)
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 VII  
EARLY RETIREMENT INCENTIVE**

A) Retirement at the end of the 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) Payment as follows:

1. Five thousand (\$5,000.00) dollars base payment for early retirement.
2. Ten (\$10) dollars for each unused accumulated sick leave day.
3. An additional five (\$5) dollars 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 ten (\$10) dollars per day will be paid for unused sick days accumulated over the last ten (10) years.
5. Lump sum payment to be made by October 1 or equal payments in the year of retirement.

**ARTICLE VIII  
LONGEVITY**

After five (5) years of service an additional one hundred (\$100) dollars.

After ten (10) years of service an additional two hundred (\$200) dollars.

After fifteen (15) years of service an additional three hundred (\$300) dollars.

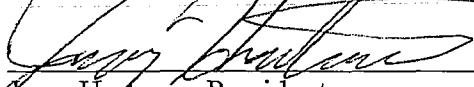
After twenty (20) years of service an additional four hundred (\$400) dollars.

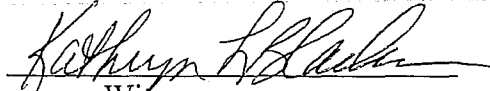
The above longevity will be applicable on the employees' anniversary date of employment.

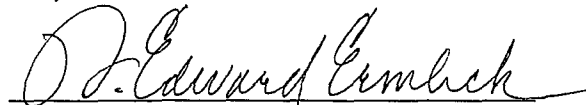
**ARTICLE IX  
TERM**

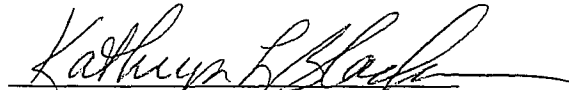
A) IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B) This agreement entered into this 27th day of June, 2012, shall be in full force and effect from the 1<sup>st</sup> day of July, 2011 through June 30, 2014.

  
Jerry Hartman, President  
Chenango Forks Supervisory Assoc.

  
Witness

  
W. Edward Ermlich  
Interim Superintendent of Schools

  
Witness