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

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**AGREEMENT**

**Between**

**WATERVILLE CENTRAL SCHOOL**

**and**

**SEIU, LOCAL 200 UNITED  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**July 1, 2010 - June 30, 2013**

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## **ARTICLE 1. RECOGNITION AND UNION STATUS**

Section 1. The District recognizes the Union as the exclusive bargaining agent for all district wide full and part-time employees in the following categories: clerical, custodial, maintenance, grounds, teacher aides, and transportation.

## **ARTICLE 2. UNION SECURITY AND PAYROLL DEDUCTION**

Section 1. Employees who have completed their probationary period shall, as a condition of employment, either become members of the SEIU, Local 200 United, or pay an agency fee equivalent to the uniform monthly dues and fees required of Union members.

Section 2. The District shall deduct from bargaining unit employees' pay, on a biweekly basis, monthly dues (pro-rated on a bi-weekly basis) or agency shop fees. Requests for the deduction of dues and other fees must be signed by an employee on the form annexed hereto as Appendix A.

Section 3. Upon receipt by the District of an employee's signed authorization, the District will deduct bi-weekly from the employee's pay the monies specified in section 2 and remit same together with a list of the names of employees from whose earnings the deductions were made to SEIU, Local 200 United, Service Employees International Union (SEIU) on or before the 15th day of each month following the month in which deductions were made. The District agrees to notify the Union of the reason that an employee's name does not appear on the check-off list submitted by the District (i.e., terminated, retired, etc.) The District agrees to notify the Union of the reason that an employee's name does not appear on the check-off list submitted by the District (i.e. terminated, retired, etc.).

Section 4. The Union shall by December 1st of each year certify in writing and submit to the Employer the amount of regular monthly dues to be deducted.

Section 5. Effective October 1st of each calendar year the Employer will supply to the Union a complete list of bargaining unit employees including their date of hire, classification and address.

Section 6. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District for the purpose of furnishing any list or complying with any notice or assignment furnished under any provision of this Agreement. The Union shall also indemnify and save the District harmless with respect to any disputes between the SEIU, Local 200 United and any employee covered by the Agreement, in which the District becomes a party.

Section 7. The District, upon written authorization from the employee, shall supply the necessary forms and make the necessary deductions for First Source Federal Credit Union.

Section 8. The Employer will honor voluntary SEIU, Local 200 United Committee on Political Education (C.O.P.E.) deduction forms.

### **ARTICLE 3. EMPLOYMENT AND PROBATION**

Section 1. Each employee shall serve a trial or probationary period during his/her first ninety (90) working days of employment. During this period the Employer may discharge or otherwise discipline such Employee, and such discharge or disciplinary action shall be without recourse to the grievance procedure. During the probationary period the employee shall not accrue seniority; however, at the completion of the period, the employee shall be credited with seniority as of his/her most recent date of employment with the District.

### **ARTICLE 4. OVERTIME**

Section 1. Custodial employees, bus drivers and mechanics shall be paid time and one-half for all paid hours in excess of forty (40) hours in a week. Scheduling will be flexible where it is determined that circumstances warrant. Employees will be able to refuse but not unreasonably. The intent is not to circumvent overtime.

Section 2. All clerical employees and teacher aides shall be paid time and one-half for all paid hours in excess of thirty-seven and one-half (37½) hours in a week. Scheduling will be flexible where it is determined that circumstances warrant. Employees will be able to refuse but not unreasonably. The intent is not to circumvent overtime.

Section 3. To the extent feasible, overtime, including outside assignments such as, but not limited to, football games, basketball games, concerts and other such events, shall be allocated by seniority on a rotational basis according to a job title within a building, on an approximately equal basis. Should all employees within a job classification refuse to work the overtime, the employer will open the overtime opportunity to all employees of the District in the job classification in the bargaining unit. Should no one volunteer for the overtime, it will be assigned on a rotational basis within the job classification, within the related building, starting with least senior person. Subsequent mandated overtime assignments will be given in reverse seniority order. Failure to work overtime assignments will result in the loss of a sick day for each assignment missed, with no compensation.

Section 4. Employees who are called in for emergency work outside of their regularly scheduled shift shall receive a minimum of three (3) hours pay at time and one-half their straight time hourly rate. Such call-in rates do not apply to planned changes in work schedules announced at least twenty-four (24) hours in advance. Situations specifically not included within this provision as extra payment provisions include, but are not limited to, the following: early dismissal for parent conferences, emergency drills, private school schedule variations, and end of year school day adjustments.

Section 5. There shall no pyramiding of premium or overtime rates.

Section 6. Extra bus runs shall be made available to all regular bus drivers and shall be determined on a rotational basis.

Section 7. Extra trips scheduled on a holiday shall be paid at time and one-half current extra trip rate.

Section 8. Any extra trips will have a minimum of two and one-half (2 ½) hours.

#### **ARTICLE 5. EMERGENCY WORK**

Section 1. If notice of school closing is not given on or before 6:30 a.m. employees should report to work. If notice is given after 6:30 a.m., each employee will be paid two hours pay for reporting to work per their schedule. The District will designate two (2) radio stations which begin live broadcasts no later than 6:00 a.m. that will be contacted to report on school closings and notify transportation employees of the identity of the two (2) radio stations. This section applies only to part-time school bus drivers.

#### **ARTICLE 6. SENIORITY, PROMOTION AND TRANSFERS**

Section 1. This Article shall be governed by Civil Service Law. In those areas where there is no applicable provision in Civil Service or other law, rule or regulation, the following language shall apply.

Section 2. An employee who successfully completes his/her trial or probationary period shall be credited with bargaining unit seniority as of his/her most recent date of employment with the District and shall be considered a permanent employee. Bargaining unit seniority shall apply in the computation or determination of eligibility for benefits where length of service is a factor pursuant to this agreement (e.g. vacation allowance), and in the determination of seniority in the event of a layoff.

Section 3. Classification seniority shall begin with the employee's most recent date of hire in his/her current job classification. Classification seniority shall apply when there is a conflict between two (2) or more employees relative to scheduling time off or assignment of work.

Section 4. Transportation employees employed by the District prior to September 27, 1989, shall maintain their original seniority date for the length of continuous employment with the District. Notwithstanding any other term contained herein, all transportation employees shall be credited with seniority from their original dates of hire with the District or with U.T.C., whichever is longer. It is further agreed that any time spent with U.T.C. will count as part of the time included in such employee's seniority with the District.

Section 5. Work schedules may be changed by the District to suit varying program requirements, provided however that indiscriminate changes shall not be made. A copy of any revised work schedule will be furnished to the SEIU Chapter Chairperson and posted for five (5) working days in advance of the effective date of the new schedule. In case of emergency, however, work schedules shall be susceptible to immediate change. Notification and explanation of all emergencies shall be made to the SEIU, Local 200 United as soon as practical. This clause shall not be construed to deprive any employee of any benefit otherwise secured to him/her by this contract.

Section 6. All job openings shall be posted for a minimum of five (5) working days during which time employees shall have the opportunity to bid for the job. Jobs will be posted within five (5) business days from the next Board of Education meeting following an opening.

Section 7. In filling the jobs the District will consider the bargaining unit seniority, qualifications and ability of the applicants. When the ability, qualifications and work record of the applicants are relatively equal, the senior qualified employee will be offered the job. In case there are no qualified applicants under the provisions of this article, the Employer may select or hire any person to fill the vacancy.

Section 8. Bargaining unit employees shall have the right to bump less senior bargaining unit employees in the event of a layoff. Bumping may occur within job classification. Job classification shall be defined for purposes of this section as areas which require the same or similar skills and result in the same or similar services to the school district. The integrity of the District's job descriptions shall not be challenged by any bargaining unit employee who may wish to exercise bumping rights.

Section 9. The District will furnish to the Chapter Chairperson by September 1, 1989, a complete single set of job descriptions that have been developed between the District and SEIU, Local 200 United. Job descriptions shall include the job title, duties, responsibilities, and designate the employee's immediate supervisor. New job descriptions will be created as need arises.

Maintenance-Grounds-Cleaner	Cleaner
Account Clerk Typist	Grounds Worker/Cleaner
Office Specialist I	Head Mechanic/Driver
Office Specialist II	Mechanic/Driver
Teacher Aide	Bus Driver
Bus Aide	School Monitor

**ARTICLE 7. HOLIDAYS**

Section 1. All twelve (12) month employees shall be entitled to the following holidays with pay if they fall when school is closed.

New Year's Day	President's Day
Good Friday	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day

1 paid floating holiday (day to be mutually established between the District and each job classification).

Section 2. All ten (10) month employees will receive the following paid holidays on a prorated basis:

Columbus Day	Day before Christmas
Veterans Day	Christmas Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving Day	Memorial Day

Employees designated as ten (10) month employees who are scheduled to work in a regularly scheduled position over the summer shall be paid for July 4th in the event that such holiday falls during the course of his/her regularly scheduled work period.

Section 3. Should a holiday fall during the employee's regularly scheduled vacation, he/she shall be entitled to his/her holiday pay or a day off in lieu of said holiday.

Section 4. Should a holiday fall on a Saturday, it shall be celebrated on the preceding Friday, but only if school is closed on Friday. Should a holiday fall on a Sunday, it shall be celebrated on the following Monday, but only if school is closed, otherwise they shall be celebrated on the first day that school is closed after the holiday.

## **ARTICLE 8. SICK DAYS**

Section 1. Twelve (12) month employees shall be granted two hundred and twenty (220) days sick leave cumulative at the rate of one (1) per month.

Section 2. Ten (10) month employees shall be granted one hundred twenty (120) days sick leave cumulative at the rate of one (1) day per month. Ten month employees who are employed in the summer in any year may use up two (2) days of their accrued sick time (if available) during their summer employment.

Section 3. The District may ask for a physician's statement for any illness exceeding three (3) consecutive days or for any pattern of illness regardless of the length of sick time used.

Section 4.

(a) Employees shall be granted leave for a family member's serious health condition in accordance with the Family and Medical Leave Act (FMLA) and the District's FMLA policy, upon presentation of acceptable medical certification. Such leave shall be paid leave to the extent of the employee's available paid leave credits, applying sick leave first, then vacation and personal leave. No loaned sick leave may be used for this purpose. For purposes of this section, "family" shall consist of parent, spouse, child, same sex or opposite sex domestic partner provided the District has been given written notification of the name of the domestic partner, in advance of any claimed time off, and further provided that the domestic partnership has existed for six or more months.

(b) Up to seven (7) days per occurrence shall be deducted from accumulated sick days for a death in the immediate family or household (parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or same sex/opposite sex domestic partner as defined

above). One (1) day per occurrence shall be deducted from accumulated sick days for the death of others.

Section 5. Any sick time used the day before or after a paid holiday, vacation time or personal leave days must be verified by a licensed physician or licensed health care provider.

Section 6. In the event of death of an employee, fifteen dollars (\$15) for each accumulated sick day, up to a maximum of one hundred and eighty days (180) days (\$2,700) shall be paid. Ten (10) month employees shall be paid fifteen dollars (\$15.00) for each accumulated sick day to a maximum of one hundred days (\$1,500).

Section 7. Employees with seven (7) years of service since the last effective date of employment will receive upon separation from employment a stipend of ten dollars (\$10.00) for each unused sick leave day the employee has accumulated up to a maximum of two hundred and twenty (220) days.

## **ARTICLE 9. PERSONAL LEAVE**

Section 1. Employees who work seven (7) hours per day or more shall be entitled to three (3) personal leave days per year non-cumulative. All other employees shall be entitled to one (1) personal day each year. Unused personal days shall be accumulated as sick days.

Section 2. Requests for personal leave must be made in writing at least one (1) week in advance of the date on which such time off is requested, except in cases of emergency. In cases of emergency, requests for such time off with pay shall be made as soon as practical after the emergency situation is known.

Section 3. Permission to take personal leave will be granted by the Superintendent of Schools or by his/her designee in consideration of operating requirements. The granting of personal time will not be unreasonably withheld.

Section 4. Personal leave days may not be used consecutively or in conjunction with paid holidays, vacations, or for recreational purposes.

## **ARTICLE 10. COURT AND JURY DUTY**

Section 1. Employees covered by this Agreement who are required to serve jury duty shall receive their regular pay, less the jury duty allowance. However, the mileage allowance shall be retained by the employees.

## **ARTICLE 11. LEAVE OF ABSENCE**

Section 1. (a) Upon receipt of a written request, the District may grant a leave of absence up to a maximum of one year for non-FMLA purposes. Application for such leave must be made at least one month prior to the commencement of such leave. The District may waive the requirement for a one month advance notice at its discretion in the case of an emergency situation. Permission to take a leave of absence shall not be unreasonably denied. It shall not be unreasonable to deny a leave request when the reason for the requested absence is to temporarily relocate the employee's residence to accompany a spouse or domestic partner, or to pursue education that the District determines is not relevant to the

employee's work duties. Such leaves may not be used for the purpose of other employment or operation of a business owned by the employee or a spouse or domestic partner.

(b) Leaves of absence for reasons covered by the FMLA and the District's FMLA policy shall be applied for and administered according to the requirements of the FMLA and the District's FMLA policy. This includes, but is not limited to, procedures for advance application for leave, medical certifications (including return to work certifications), use of accrued paid leave time during a leave, and continuation of health insurance coverage during a leave.

(c) Except to the extent required by the Family and Medical Leave Act (FMLA), employees who desire to continue their health insurance during a leave of absence may do so by paying the premium, in full themselves, at least ten (10) days in advance of the date on which the District is required to submit payment of the premium. Such premium payment shall be at the District's group rate. Any failure to pay the premium in full in advance as required shall cause the employee to be dropped immediately from the health insurance coverage.

(d) If an employee wishes to return to work after being on leave one hundred twenty (120) days or more, he/she must supply the District with written notice of his/her desire to return to work and proof, as required by the District, of his/her ability to work. After receipt by the District to its satisfaction of all necessary notice and documentation, the employee may return to work one week later.

Section 2. Disability leave will be granted for a period of time necessary to enable the employee to return to work. The District may require such leaves to be substantiated by a physician's statement.

Section 3. During a leave of absence, where the employee is not receiving any compensation, including workers compensation, from the District, the employee shall neither gain nor lose seniority; i.e. he/she will retain the same seniority as when he/she went off the payroll.

## **ARTICLE 12. REST PERIODS**

Section 1. All bargaining unit employees who work on a full-time basis will receive a thirty-minute (30) unpaid lunch period, as well as a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

## **ARTICLE 13. HEALTH INSURANCE**

Section 1. All bargaining unit members may elect to participate in the District's group health insurance plans. Specifics of the plans are available in the business office.

Section 2. This paragraph applies only to employees hired before September 27, 1989. For any employee who works a regular work week of at least twenty (20) hours or is employed as a bus driver, the District will contribute ninety five percent (95%) of the cost of individual coverage and ninety percent (90%) of the cost of dependent coverage. For any such employee who works a regular work week of at least twenty-five (25) hours, the District will contribute one hundred percent (100 %) of the cost of individual prescription coverage and fifty (50%) of the cost of dependent prescription coverage. The prescription plan available to employees under this section shall be the same plan available to other bargaining unit employees.

Section 2-A. This section shall be in effect only until June 30, 2012, after which it shall be superseded by Section 3, below.

A. Employees hired on or after September 27, 1989 and before September 1, 2003 will contribute to health insurance coverage at the following rate:

District 75%	Employee 25%	Individual Coverage
District 60%	Employee 40%	Family Coverage

B. Employees hired on or after September 1, 2003 will contribute to health insurance coverage at the following rates:

District 70%	Employee 30%	Individual Coverage
District 50%	Employee 50%	Family Coverage

C. Employees hired on or after September 27, 1989, and before September 1, 2003 will contribute to prescription coverage at the following rates:

District 50%	Employee 50%	Individual
District 50%	Employee 50%	Family

D. Employees hired after September 1, 2003 will contribute to prescription coverage at the following rates:

District 40%	Employee 60%	Individual
District 40%	Employee 60%	Family

Section 3. This section shall not apply until July 1, 2012, at which time it will supersede section 2-A, and apply to all employees who were hired after September 27, 1989, and who work a regular work week of at least 20 hours. For such employees, the combined premium for health insurance and prescription coverage shall be paid 75% by the district and 25% by the employee. Effective July 1, 2012, the prescription coverage available to the bargaining unit shall be the plan offered by the BOCES Consortium that incorporates copay amounts of \$5-\$20-\$40, or, if there is no such plan at that time, the plan most equivalent to those copay levels.

Section 4. Bus drivers meeting stated specifications may elect to participate pursuant to Article 13, Section 3. Bargaining unit members working a regular work week of less than 20 hours, who elect to participate in the District's group health insurance and prescription drug programs shall contribute one hundred percent (100%) of the costs of elected coverage.

Sections 5. All retired employees may continue under the Health Insurance Plan (health insurance and prescription drug). The cost will be shared by the district and the retired employee as follows:

1. Individual Coverage: District Share: 55% Retiree's Share: 45%
2. Dependent Coverage: District Share: 40% Retiree's Share: 60%

Section 6. All bargaining unit members may participate in any dental insurance plan offered by the District, with any participating employee paying the full amount of any premium(s) for such participation. Employees may participate in either the individual or the family plan. All premium payments shall be made as required by a schedule to be established annually by the District.

Such participation is contingent upon agreement by the carrier. Participation by members of this unit is also contingent upon there being no increase in premium caused by such participation.

#### Section 7. Health Insurance Option

At the end of each school year, the District will pay five hundred dollars (\$500) [effective July 1, 2012: \$600] annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the Health Insurance Plan or for those employees eligible for family coverage who change from family to individual coverage. Employees eligible for the family coverage who elect not to participate in any plan shall be paid one thousand dollars (\$1,000) [effective July 1, 2012: \$1200] at the end of each school year. All provisions of this section are subject to the rules of the carrier.

1. Notification by the employee for using this option must be submitted in writing to the Superintendent of Schools each year by a date to be established annually by the District. The exercise of this option will be governed by the rules of the carriers.
2. Employees who elect not to participate in the Health Insurance Plan or who move from family to individual coverage must present proof of alternative insurance coverage to the Superintendent of Schools each year.
3. Upon written notice to the Superintendent of Schools, the employee may reenter or enter for the first time, without penalty, delay or restriction, the Health Insurance Plan within the rules of the carrier.
4. The exercise of this option will be governed by the rules of the carrier and any employee requests to use this option which jeopardizes the Health Insurance Program will be denied in reverse date order of said requests.
5. Notification to the Superintendent shall be carried out by completion of the form attached to this Agreement as Appendix B.

Section 8. Employees may purchase through payroll deduction dental insurance and/or disability insurance provided by the Service Employees Benefit Fund.

Section 9. In the event that an employee currently eligible for health insurance has his/her scheduled hours of work reduced by the District, she/he shall remain eligible for health insurance for the time that his/her hours have been involuntary reduced. Nothing set forth herein shall reduce the standard for health insurance eligibility.

**ARTICLE 14. WORKERS' COMPENSATION**

Section 1. An employee may elect to supplement his/her workers' compensation benefits by using his/her sick leave benefits. That is, an employee may, if he/she so desires, receive his/her compensation benefits plus the difference between those benefits and his/her regular full-time pay and have said difference charged against his/her sick time account on a pro-rated basis.

**ARTICLE 15. VACATIONS**

Section 1. All twelve (12) month employees shall be entitled to vacation per the following schedule:

First 6 months of service	0 working days
6 months to 2 years of service	5 working days
2 years to 5 years of service	10 working days
6 years of service	11 working days
7 years of service	12 working days
8 years of service	13 working days
9 years of service	14 working days
10 to 19 years of service	15 working days
20 and more years of service	20 working days

All vacations must be scheduled through the employee's immediate supervisor.

Section 2. All eleven (11) month employees shall be entitled to ten (10) working days vacation each year provided the employee has completed two (2) years of service.

Section 3. Vacations shall be computed from the anniversary date of employment. Vacations may be taken at any time by mutual consent and in accordance with seniority, provided it does not interfere with the operating schedule of the District.

Section 4. Vacations for all twelve (12) month part-time employees shall be on a pro-rated basis.

Section 5. An employee whose service with the District is terminated, whether voluntarily or involuntarily, shall be compensated for all unused and accrued vacation time.

Section 6. Exceptions to vacation scheduling arrangements may be made at the District's reasonable discretion for extraordinary purposes.

Section 7. Any unused vacation time will be paid an employee at the end of the year accrued.

**ARTICLE 16. GENERAL CLAUSES**

Section 1. Personal Vehicles

No employee of the District shall be required to use his/her own personal vehicle for the

performance of his/her duties. Employees authorized to use their personal vehicle shall be reimbursed at the current reimbursement rate established by the Internal Revenue Service (IRS).

#### Section 2. SEIU, Local 200 United Meetings

The District shall, upon formal application, provide space within the schools for union meetings at times which will cause no disruption to the District operations. The SEIU, Local 200 United agrees to abide by all District rules and regulations while using said space.

#### Section 3. Bulletin Boards

The District shall provide bulletin boards in each school, grounds department and school bus garage for the use of the SEIU, Local 200 United.

#### Section 4. Military Service

Both parties agree that all statutes and valid regulations relative to the reinstatement and employment of veterans shall be observed with the same force and effect as is written into this Agreement.

#### Section 5. Male Pronoun

Wherever the male pronoun is used in the language of the Agreement, the phrase or clause applies equally to female employees and the use of the male pronoun is neither intended to discriminate nor to deny any of the rights or benefits provided by this Agreement.

#### Section 6. Physical Examinations

The cost of physical examinations required to drive a school bus under the rules and regulations of the State Education Department, Department of Transportation, or Department of Motor Vehicles will be paid by the employer. The employer will not be obligated to pay the cost of any referrals as a result of the general required examination.

#### Section 7. Meal Reimbursement.

Bus drivers who are working an extra driving assignment which is at least three (3) hours or more and which interferes with normal meal times, shall be reimbursed for actual expenses, documented by receipts, to a maximum of \$7.00 for lunch and \$11.00 for dinner.

#### Section 8. Lawful Compliance

If any provision of this agreement or any application of this agreement to any unit member or group of members shall be found contrary to law, such provisions or applications shall not be deemed valid except where permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 9. Timed Bus Runs

Annually, prior to the start of each school year, all bus runs shall be timed. If bus routes are altered inside the school year, the altered route shall be timed.

"Altered" shall be defined as a deviation from the current schedule of one hour or more.

When a driver exceeds the amount of time allocated to the route due to extenuating circumstances, that driver shall be paid the time actually worked rather than the amount of time allotted to the route.

Section 10. Reimbursement of CDL

The District will reimburse employees for the difference in the cost of a normal operator's license and the CDL. This reimbursement will be paid one (1) year after renewal or initial license.

Section 11. Field Trips

All field trips shall be assigned and rotated among all regular bus drivers from the seniority list and all personnel classified as mechanics will be assigned to field trips only after all regular drivers have refused the assignment.

**ARTICLE 17. VISITATION**

Section 1. The SEIU, Local 200 United, through its representatives, shall have the right to visit the working areas of the school in the District where employees covered by the Agreement are assigned during normal working hours. However, there shall be no interruption of service.

Section 2. Normal visiting procedures in school buildings will be observed.

**ARTICLE 18. SHOP STEWARDS**

Section 1. The union shall forward a list of shop stewards to the Superintendent of Schools annually. In addition, the SEIU, Local 200 United shall notify the Superintendent of Schools of any changes in SEIU, Local 200 United officers and/or shop stewards verbally within ten (10) working days following the effective date of change, and confirm in writing within thirty (30) working days.

Section 2. The shop steward designated by the SEIU, Local 200 United, in writing, shall be permitted on prior request to his/her supervisor, which shall not be unreasonably denied, to investigate and process grievances during working hours and to provide new employees with union forms.

**ARTICLE 19. JOINT COMMITTEE**

Section 1. A joint committee with representation from the SEIU, Local 200 United and from the District shall be established to investigate safety conditions and general concerns.

Section 2. The joint committee shall include a maximum of three (3) representatives of the SEIU, Local 200 United, and will meet four (4) times a year.

## **ARTICLE 20. GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Whereas, the establishment and maintenance of a harmonious, cooperative relationship between the District and its employees is essential, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

A grievance is any dispute involving the application, or the interpretation of, the terms or conditions of this Agreement and shall be subject to the following:

### Step 1.

(a) An employee with or without union representation shall raise a grievance orally with his/her immediate supervisor in an attempt to resolve the matter informally.

(b) If a satisfactory resolution of the grievance is not reached at Step 1(a), the employee shall submit the grievance in writing to his/her immediate supervisor within five (5) working days of the occurrence giving rise to the grievance or when the employee should have reasonably know about the same. The written grievance shall contain a statement outlining the basis for the grievance and shall cite the Article(s) of the Agreement alleged to have been violated. The immediate supervisor shall discuss the grievance with the employee and/or his/her representative and submit a written answer to the grievance within three (3) working days after such discussion.

### Step 2.

If the grievance is unresolved in Step 1, the grievance shall be submitted to the Superintendent or his/her designee within seven (7) working days following the receipt of the answer in Step 1. Within five (5) working days after receipt of the written grievance, the Superintendent shall convene a meeting with the parties to discuss the grievance. Within three (3) working days after said meeting, the Superintendent will issue a written decision on the grievance.

### Step 3.

If the aggrieved party is not satisfied with the decision at Step 2, he/she may file an appeal in writing with the President of the Board of Education through the Superintendent's office, within ten (10) working days after receiving the decision at Step 2. The official grievance record shall be available for the use of the Board of Education. Within ten (10) working days after the receipt of an appeal, the Board of Education, or a committee of the Board, shall hold a hearing in executive session on the grievance. Within ten (10) working days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

Step 4.

If the grievance is unresolved in Step 3, the Union within ten (10) days after the receipt of the Board of Education's written answer, may submit the dispute to the New York State Public Employment Relations Board in accordance with its rules for voluntary arbitration.

Section 2. The Arbitrator's decision shall be final and binding on all parties.

Section 3. Any settlement reached at any stage of the grievance procedure shall be final and binding on all parties but shall not in any way amend the terms and conditions of this Agreement.

Section 4. The arbitrator shall have no power to add to, delete from, or in any way modify the terms of this agreement or to require the commission of an act prohibited by law or violative of the terms of this agreement.

## **ARTICLE 21. DISCIPLINE AND DISCHARGE**

Section 1. No employee shall be disciplined or discharged without just cause except as provided for in Article 3 Section 1 regarding probationary employees.

Section 2. In the event an employee is disciplined or discharged, the District will notify the employee in writing with a copy to the SEIU, Local 200 United, setting forth the alleged offenses which led to the discipline.

Section 3. No employee may be transferred for disciplinary reasons.

Section 4. Each bargaining unit employee shall have the right to review his/her permanent personnel file upon reasonable request to the Superintendent. Such inspection shall be done in the presence of the Superintendent or his/her designee. No pre-employment material or information may be inspected by the employee. Cost of any copies made of material in the personnel file shall be at the expense of the employee and shall be at the standard rate established by the District for all copying.

## **ARTICLE 22. AGREEMENT SUBJECT TO LEGISLATION**

It is agreed that any provision of this agreement requiring legislative action for its implementation, whether by enactment or amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate body has given approval.

## **ARTICLE 23. RETROACTIVITY**

For the current negotiations, in the event that the parties fail to reach an agreement by the expiration date of the current agreement, any settlement that is reached will be retroactive to July 1 of the first year of the agreement.

Section 1. In the event a negotiated agreement is not arrived at on or before December 31, 2008, any agreement there after arrived at for the school year shall be retroactive to July 1, 2008

for twelve (12) month employees and the beginning of school in September 2008 for ten (10) month employees.

Section 2. All benefits currently enjoyed by the members of the unit or units represented by the SEIU, Local 200 United shall continue in full force and effect until agreement is reached.

**ARTICLE 24. SUCCESSORS**

Section 1. This Agreement shall be binding upon the SEIU, Local 200 United and the District therein, their successors, executors, administrators, assignors, receivers in bankruptcy, receivers in equity, trustees or such other equivalent designee whether voluntary or pursuant to court order.

**ARTICLE 25. WAGES**

Section 1. (a) The hourly job rates for bargaining unit positions shall be:

	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
Head Mechanic	19.52	19.52	20.11
Mechanic	18.10	18.10	18.65
Bus Driver	19.35	19.35	19.93
Bus Aide	15.27	15.27	15.73
Maintenance/Grounds Worker	18.62	18.62	19.18
Grounds Worker/Cleaner	16.49	16.49	16.99
Cleaner	15.27	15.27	15.73
Account Clerk/Typist	15.59	15.59	16.06
Office Specialist I	15.59	15.59	16.06
Office Specialist II	15.59	15.59	16.06
Teacher Aide	15.27	15.27	15.73
School Monitor	12.57	12.57	12.95

(b) Bargaining unit members employed on September 21, 2011 shall have their then current hourly rate increased by 2%, retroactive to July 1, 2010; and shall have their hourly rate increased by 3% effective July 1, 2012.

Section 2. Newly hired employees shall be paid according to a three (3) tier salary schedule as follows:

1st year of employment	90% of applicable rate
2nd year of employment	95%, of applicable rate
3rd year of employment	100% of applicable rate

Section 3. Bus drivers on extra runs shall be paid at the following hourly rates, retroactive to July 1, 2010, per Article 25, Section 1b.

2010-2011:	\$16.71
2011-2012:	\$16.71
2012-2013	\$17.21

Section 4. Longevity Incentive

All employees will receive a special one time stipend in addition to their regular wages as indicated below:

15 years or more of service	\$500.00
20 years or more of service	\$500.00

This stipend will be paid to the employee on the first pay period following their anniversary date. A separate check for longevity will be provided with applicable payroll run.

Section 5. Shift Differentials

The following shift differentials shall be paid for the life of this agreement:

3 pm – 11 pm	\$.30 additional per hour
11 pm - 7 am	\$.40 additional per hour

## **ARTICLE 26. UNIFORMS**

Section 1. Uniforms shall be provided by the District for all employees who are required by their occupation to be so attired.

## **ARTICLE 27. DURATION OF AGREEMENT**

Section 1. This agreement shall become effective July 1, 2010 unless otherwise specified and shall terminate June 30, 2013.

## **ARTICLE 28. PAYCHECKS**

Section 1. All employees shall receive their paychecks in envelopes. Paychecks shall, wherever possible, reflect the employee's amount of shift differential, overtime, and extra hours.

## **ARTICLE 29. MINIMUM WAGES**

Section 1. If, at any time during the term of this agreement State or Federal minimum wage rates rise above contract levels, wages of contract employees below the minimum shall be increased to the minimum.

**ARTICLE 30. OUT OF TITLE WORK**

Section 1. Employees who are temporarily assigned to work in a job classification whose base compensation rate is higher than their normal job shall receive the higher wage rate. Employees who are temporarily assigned to a lower paid job classification shall suffer no reduction in wage rate.

**ARTICLE 31. LAYOFFS AND RECALL**

Section 1. This Article shall be governed by Civil Service Law. When there is no applicable Civil Service or other law, rule or regulation the following provisions shall apply.

Section 2. If layoffs become necessary, part-time and probationary employees shall be laid off before permanent full-time employees incur a reduction in straight time pay. If, after all part-time and probationary employees have been laid off and other reductions in work force are necessary, the employer shall lay off in accordance with the principles of seniority, provided the retained employees can efficiently perform the required work. For the purpose of reduction in force, seniority shall be classification wide, provided no employee shall have less seniority in the classification in which he/she was originally hired than his/her total district wide seniority. When recalls occur, employees will be recalled in the reverse order in which they were laid off by the District sending a written notice to the employee by registered or certified mail, return receipt requested, requesting him/her to return to work. An employee shall not be deemed to have waived his/her right to return to work unless he/she doesn't report to work within five (5) days.

Section 3. The foregoing notwithstanding, a full-time employee may not bump two (2) less senior part-time employees when such part-time employees have overlapping shifts and the District demonstrates that the overlap of shifts is necessary to accomplish district goals that must be accomplished by two part-time employees.

Section 4. The District shall give written notice to the SEIU, Local 200 United President and Chapter Chairperson at least ten (10) calendar days before any layoff occurs.

Section 5. Seniority within a job classification should be acknowledged first and then District wide seniority provided the employee has the necessary qualifications including license if required. Full time employees should be given the option of being reduced to a part-time position with a resulting loss in pay or accepting a layoff.

**ARTICLE 32. SECTION 403(b) PLAN**

Section 1. The District shall continue to sponsor a tax-sheltered annuity plan in conformance with Section 403(b) of the Internal Revenue Code. Designation by employees of investment plans to receive their contributions shall be governed by the terms of the Plan document. The District shall be entitled to make any amendment to the Plan document that is necessary to comply with requirements of the Internal Revenue Service.

Section 2. The sick leave cash-out described in Section 7 of Article 8 shall be paid as a non-elective employer contribution to the separating employees 403(b) account. No employee may receive cash in place of, or as alternative to, the employer's non-elective contribution. If the

employee has not designated an investment plan prior to separation, the payment will be made to a default investment plan designated in the Plan document.

Section 3. In any applicable year, the maximum employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code. To the extent that the employer's non-elective contribution exceeds the Code's contribution limit, the excess shall be re-allocated to the employee the following year as an employer non-elective contribution. This process shall be repeated for a maximum of four (4) years after the year of the employee's separation from service, until the employer non-elective contribution is fully deposited into the employee's account.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

WATERVILLE CENTRAL SCHOOL  
DISTRICT

SEIU, LOCAL 200 UNITED

\_\_\_\_\_  
Charles Chafee  
Superintendent of Schools

\_\_\_\_\_  
Jerry Dennis  
President, SEIU Local 200 UNITED

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Russell Stewart  
President, Board of Education

Date: \_\_\_\_\_

**APPENDIX A**

**APPLICATION AND DUES DEDUCTION  
AUTHORIZATION FORM**

I, the undersigned, hereby make application for membership in the S.E.I.U., Local 200 United, and when accepted into membership, do hereby agree by its Constitution and Bylaws, and herewith designate the S.E.I.U., Local 200 United duly authorized representatives as my sole collective bargaining agent.

I further authorize my employer to deduct from my earnings all dues and initiation fees for which I am obligated, or shall become obligated by virtue of my membership in said Union, and to pay the same to SEIU, Local 200 United, through the Secretary-Treasurer or any duly authorized representative of said Local Union.

This assignment authorization and direction shall be irrevocable for the period of one year. I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for successive periods of one year, unless written notice of its revocation is given by me to my employer and SEIU, Local 200 United, by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one year.

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
printed

SIGNATURE OF MEMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ PT/FT \_\_\_\_\_

NAME OF EMPLOYER \_\_\_\_\_

DATE OF HIRE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

TELEPHONE \_\_\_\_\_ OCCUPATION \_\_\_\_\_

**APPENDIX B**

**WATERVILLE CENTRAL SCHOOL DISTRICT**

**AND**

**SEIU, LOCAL 200 UNITED  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**HEALTH INSURANCE OPTIONS**

To the Superintendent:

I, \_\_\_\_\_ certify that I have read Article 13, Section 7, of the collective bargaining agreement between the Waterville Central School District and SEIU, Local 200 United Service Employees International Union relating to the Health Insurance Option, which is reproduced on the reverse side of this form.

I have indicated below the option I am electing for the 201 \_\_\_\_201\_\_\_\_ school year.

1. \_\_\_\_\_ I am eligible for individual health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage.
2. \_\_\_\_\_ I am eligible for family health insurance coverage and elect to have individual coverage. I herewith submit proof of alternative health insurance coverage for my family.
3. \_\_\_\_\_ I am eligible for family health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage for me and my family.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Section 7. Health Insurance Option

At the end of each school year, the District will pay five hundred dollars (\$500) [effective July 1, 2012: \$600] annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the health insurance plan or for those employees eligible for family coverage who change from family to individual coverage. Employees eligible for the family coverage who elect not to participate in any plan shall be paid one thousand dollars (\$1,000) [effective July 1, 2012: \$1200] at the end of each school year. All provisions of this section are subject to the rules of the carrier.

1. Notification by the employee for using this option must be submitted in writing to the Superintendent of Schools each year by a date to be established annually by the District. The exercise of this option will be governed by the rules of the carriers.
2. Employees who elect not to participate in the Health Insurance Plan or who move from family to individual coverage must present proof of alternative insurance coverage to the Superintendent of Schools each year.
3. Upon written notice to the Superintendent of Schools, the employee may reenter or enter for the first time, without penalty, delay or restriction, the health insurance plan within the rules of the carrier.
4. The exercise of this option will be governed by the rules of the carrier and any employee requests to use this option which jeopardize the health insurance program will be denied in reverse date order of said requests.
5. Notification to the Superintendent shall be carried out by completion of the form attached to this Agreement as Appendix B.

**MEMORANDUM OF UNDERSTANDING**

**WATERVILLE CENTRAL SCHOOL DISTRICT  
AND  
SEIU, LOCAL 200 UNITED  
SERVICE EMPLOYEES INTERNATIONAL UNION**

This letter is to confirm our understanding with regard to the elimination of certain positions from the Recognition Clause, as well as the deletion of the sick leave bank.

First, the positions Cook, Cafeteria Worker, and Assistant Account Clerk will be deleted from the Recognition Clause of the contract and shall not be covered by the collective bargaining agreement. However, in the event that the District reestablishes any of the three positions, the District will meet with the SEIU, Local 200 United to establish the rate of compensation for such position and will thereafter such position(s) include within the Recognition Clause, entitling the occupant of such position to any applicable contract benefits. If there are no benefits which are directly applicable due to the unique status of the position, the District will negotiate additional terms and conditions of employment relative to such positions.

With respect to the deletion of the sick leave bank, the District acknowledges that it will permit any bargaining unit member who wishes to donate sick days to a fellow employee who has run out of sick leave to do so. There is no obligation on any employee to donate sick leave days on behalf of any individual, nor is there any contractual obligation that any person who runs out of sick days will be entitled to receive days from any other employee. It will be strictly a voluntary donation, but the District will accept such donation from your bargaining unit members to benefit another member of the unit.

If this letter accurately reflects both parties' understanding with respect to these issues, please sign below so that this letter can be used as a supplemental agreement when necessary.

FOR THE DISTRICT

FOR THE SEIU, LOCAL 200 UNITED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_