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Title: **Jamesville-DeWitt Central School District and Jamesville-DeWitt Central Transportation Unit, Service Employees International Union (SEIU), AFL-CIO, Local 200United (2010)**

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Union: **Jamesville-DeWitt Central Transportation Unit, Service Employees International Union (SEIU), AFL-CIO**

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AGREEMENT

BY AND BETWEEN

S.E.I.U., LOCAL 200 United

AND

**JAMESVILLE-DEWITT
CENTRAL SCHOOL DISTRICT
(Transportation Unit)**

TERM: July 1, 2010 through June 30, 2013

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ARTICLE I RECOGNITION AND UNION STATUS

This agreement is by and between the undersigned Superintendent of Schools of Jamesville-DeWitt Central School District, hereinafter termed the "DISTRICT" and Service Employees International Union, Local 200United, of Syracuse, New York, hereinafter termed the "UNION", wherein it is mutually agreed as follows:

1.1 Recognition

The District recognizes the Service Employees' International Union, Local 200United, as the sole and exclusive representative in negotiations and labor relations, of a bargaining unit as follows:

Included: All drivers who have a minimum of one regular daily morning and afternoon route.

Excluded: All part-time drivers, defined as drivers having less than one regular daily morning and afternoon route, or whose normal workweek is less than 20 paid hours: all substitute drivers; all automotive mechanics; the Dispatcher; the Transportation Supervisor; and all other employees.

1.2 Exclusion Clause

An employee in this unit, who works less than a regularly scheduled workweek of 20 hours, or a substitute driver, is not entitled to any benefits contained herein unless expressly stated in this agreement, nor are they entitled to an established run. They will not be permitted to sign up for the extra work or field trip lists.

1.3 Representation

The relationship to the bargaining unit of any newly created position(s), having a community of interest with this bargaining unit, will be discussed with the Union Representative at the time such position is established. The inclusion of any new position(s) within this bargaining unit will be by mutual agreement. In the event no agreement on representation is reached by the parties to this Agreement, either party may submit the question of representation to PERB for reconciliation. If the new position is added terms and conditions of employment governing the new position will be a proper subject of negotiations.

ARTICLE II-UNION SECURITY

2.1 Dues Deductions

The District will deduct from the Employees' pay dues, as designated by the Union for membership dues, on the basis of individually signed voluntary deduction authorization cards, using a form agreed to by the District and the Union.

The District agrees to provide the following information on the union check-off on a monthly basis; Name, Date of Hire, Social Security, Dues paid, Full-time/part-time, Hourly rate, Number of hours worked and Termination date.

2.2 Authorization of Dues

Authorization and deduction of dues from Employees' pay shall remain in effect until and unless revoked during the window period in October of each year. The agency fee will be deducted from the pay of any Employee who does not authorize dues deduction or who revokes that authorization.

2.3 Agency Fee

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

Indemnity

- a. The Union shall create a fully legal and adequate refund procedure for agency fee payers who object to non representational expenditures, and shall otherwise deal with the agency fee payers and all funds collected in a lawful and proper manner.
- b. The Union agrees to save and hold harmless the Board of Education and the Superintendent for any and all damages and liabilities including expenses of litigation, that may accrue by reason of any action, suit, or proceeding involving or in any way relating to the agency shop fee deduction provision set forth in this agreement.

2.4 Committee on Political Education (COPE)

Upon receipt of written authorization from an employee, the Employer shall pursuant to such authorization, deduct from the wages of the employee a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE) The Union shall provide a standard "Voluntary COPE Deduction Authorization Form" for the purpose of this authorization.

2.5 Officers and Stewards

The District recognizes the right of the Union to designate officers and stewards from within the bargaining unit. The Union will normally notify the District within ten (10) days of the appointment or election of any of its officers or stewards as to the names of the persons so designated, their office or stewardship, the effective date of their service and the length of their term. The authority of the officers and stewards so designated by the Union shall be as follows:

- a. The investigation and presentation of grievances in accordance with the provisions of the Agreement.
- b. The transmission through established District courier service of such messages and/or information which may be authorized by the Union, providing such messages and/or information are reduced to writing for distribution or posting on the bulletin board, are of a routine nature and do not involve the refusal to perform a work assignment.
- c. No officer shall be engaged in Union activities during working hours except that appropriate stewards and/or officers may, with approval of their immediate supervisor, investigate and process grievances under this Agreement during working hours. Such activities shall not interfere with the normal course of work. A written record of time spent investigating or processing grievances shall be submitted with the time sheet of each steward or officer so involved.
- d. The Union, through its representatives, has the right to visit District transportation facilities to discuss Union business with the supervisors or members of the Union with prior notice given to the appropriate administrative official as follows:

Transportation Supervisor or designee

The Union representatives shall at all times confine business to Union business, and at no time interrupt service.

The District will not unreasonably deny meeting space for Union meetings.

2.6 Bargaining Unit Roster

Upon reasonable request submitted by the Union, or at least once each year, the District will provide to the Union a complete bargaining unit roster including names of employees, their effective date of employment, civil service classification and business address.

2.7 Bulletin Board

The District shall furnish bulletin board space for Union announcements and meeting notices. Contents of union materials may not be censored provided that such communications do not include improper or illegal content.

ARTICLE III-NO STRIKE PLEDGE

The Union hereby affirms a policy that it does not assert the right to strike against the District nor will it assist in or participate in any such strike by the Employees, nor will it impose any obligation on said Employees to conduct, assist or participate in a strike against the District.

ARTICLE IV-MANAGEMENT RIGHTS

It is recognized that the District retains the sole and exclusive right and authority to unilaterally manage the business of the District, including, but not limited to, the right and authority to plan, introduce, direct, and control its operations; to determine the location, design, size, and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules, and number of hours to be worked; to hire, to promote to a better position; to discharge, demote, discipline, or suspend with or without pay, and to maintain discipline and efficiency of employees; to determine the number of non-teaching staff; and to determine the method by which its operations are to be conducted; to determine the method of evaluation; to determine whether or not to subcontract; to determine the number and duties of employees; to discontinue or consolidate programs; to make reasonable rules and regulations pertaining to employees covered by this Agreement; and, to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and direction over its organization and the facilities, methods, means, and technology of performing its work.

ARTICLE V-NEGOTIATION PROCEDURE

- 5.1 During the duration of this Agreement, the District agrees to negotiate exclusively with the Union and in no way will the District negotiate with any other organization or any individual employee for the purpose of the Agreement.
- 5.2 It is further understood and agreed that any and all tentative agreements reached between the representative negotiating teams will not become binding on either party until ratified by the District and Employees of the Jamesville-DeWitt Central School District who hold membership in the Union.
- 5.3 The District agrees that it will provide the Union with ample copies of the tentative budget.
- 5.4 The term "Collective Bargaining Negotiations" shall include wages, hours, and other conditions of employment.
- 5.5 If any provisions of this Agreement or any application of this Agreement should be found contrary to law, then such provision or application will be deemed invalid except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- 5.6 The District will provide printed copies of the Agreement to each Employee covered herein.
- 5.7 Reopening of Negotiations During Term

If during the term of this Agreement, any condition of employment not specifically covered by the Agreement should arise, the Union may call for a meeting to resolve the issue or issues. The District will meet with the Union under these circumstances. Negotiations will be limited to the issue(s), which arise; this provision shall not be construed as an obligation to reopen the Agreement.

5.8 Further Benefits

No part of this Agreement shall be construed as to preclude the School District from giving any further benefits to its employees.

ARTICLE VI-HOURS OF WORK AND COMPENSATION

6.1 Wages and other compensation

Salaries – Regular, noon, and 4:15 runs will be increased 2% for 2010-11, 2% for 2011-12 and 2% for 2012-2013 school years.

Field Trips – Field Trips shall increase the same percentages as above for each year of the contract.

	COMPENSATION		
	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
A.M./P.M. RUNS (per hr)	\$27.28	\$27.82	\$28.38
NOON RUNS (per 1.5 hr run)	\$40.91	\$41.73	\$42.57
LATE AFTERNOON RUNS (per hr)	\$27.27	\$27.82	\$28.38
FIELD TRIPS (per hr)	\$22.16	\$22.60	\$23.05
INSERVICE	\$21.53	\$21.96	\$22.40

Salary Rate for New Hires:

July 1, 2010 - \$23.64

July 1, 2011 - \$24.14

July 1, 2012 - \$24.64

Regular driver rate at 1-year anniversary

Regents Runs – Guarantee 1.5 hour min. @ regular rate. Such runs shall be assigned according to the rotation of the day trip wheel.

Early Dismissal – Guarantee 2 hour min. @ regular rate

6.2 Pay Periods

Drivers will be paid on a biweekly basis and shall have the option of being paid on 21 or 26 pay schedule. The summer drivers shall be paid biweekly.

Drivers shall receive their extra trip pay no later than two (2) pay periods from the time of the actual trip.

6.3 Safety Award

- a. \$1.00 for each run (am, pm, midday, sports, and field trips) not to exceed \$300.00 per driver per school year.
- b. A "run" shall be understood to mean any time students are transported from one location to another location.
- c. The amount earned under this clause shall be subject to a deduction, not to exceed the maximum (dollar amount), for each "chargeable" accident incurred by a driver while operating a school vehicle. The deduction shall constitute the cost of repairs to the school district. A "chargeable" accident shall be determined at the discretion of the Transportation Supervisor. At no cost to the District, the Union may appeal the Supervisor's decision to the National Safety Council. The Council's decision will be final.

6.4 Longevities – Effective July 1, 2007 and each contract year thereafter

After 5 years	-	\$170.00
After 10 years	-	\$220.00
After 15 years	-	\$270.00
After 20 years	-	\$325.00
After 25 years	-	\$375.00
After 30 years	-	\$430.00

Longevities will be paid in a lump sum in February of each year. The lump sum will be included as part of a regular paycheck. The "year" for purposes of crediting a new or additional longevity will begin on February 1 of each year.

6.5 Overtime Pay

Overtime will be paid for work authorized in advance. For all hours above forty (40) in any workweek, one and one-half (1.5) times the regular hourly rate will be paid. In addition, any work performed on a Sunday or a holiday observed by the District will be compensated at the rate of 1.5 times the driver's regular rate. Hours must actually be worked to count for overtime compensation. Time paid but not worked (personal leave, sick leave, jury duty, and any other paid time off) shall be excluded from the 40 hours.

6.6 Wheelchair Transport

Regular rate + 25 cents per hour for the regular driver of each a.m., p.m., or noon route, and each extra trip on which there is a passenger or passenger who uses a wheelchair.

6.7 Medical Exams and Drug and Alcohol Testing

The District will pay for drivers' required medical examinations when performed by a school physician. The District will pay a driver a 1-hour minimum at the non-driver rate for time spent at the examination. Such examination shall be performed in a private and professional facility other than the bus garage.

The District will pay a driver at his/her regular a.m./p.m. rate for up to one hour if mandated drug and/or alcohol testing requires time beyond the driver's normal workday. The driver will be paid at the non-driver rate for all time above the first hour (15 minute minimum).

6.8 Established Standards for the Work Day and Work Week

- a. The basic daily assignment for each regular driver shall be defined as driving or available for work four (4) hours per day. The four (4) hours is the total for a two (2) hour a.m. and two (2) hour p.m. run, including pre-trip inspections and other duties related to those runs, for example, clean-up and refueling.
- b. Noon run: Each noon run shall be defined and paid as one and one-half hours in length including related duties. Effective July 1, 2004, noon run shall be defined as a run between the hours of 10 a.m. to 1 p.m. Such run shall be contracted out and shall be paid a minimum of one and one-half hours or the actual driving time. Should a noon run meet or exceed three (3) hours in duration, such run will be divided into two noon runs. If a driver's noon run is eliminated the driver shall have the option to bump the least senior driver with a noon run or have their contract adjusted accordingly. If the driver bumps the least senior driver then the displaced driver will remain on the payroll for the rest of that two week period and the next two week pay period.
- c. Late afternoon run: Late afternoon run shall be defined as a run that starts after 4:00 p.m. Such run shall be contracted out and shall be paid a minimum of one hour or the actual driving time.

- d. If an a.m./p.m., noon, or late afternoon run exceeds the actual length set out in this section by eight (8) minutes or more, when validated by either the Transportation Supervisor or the Dispatcher, the driver will be paid for the excess time to the nearest quarter hour at the applicable hourly rate (8 minutes or more = one quarter hour). By the last school day in September, if such a run exceeds its standard length on a regular basis for a week, the Transportation Supervisor will meet with the Union and they will review the extra length. Then the Drivers contract shall be adjusted accordingly for the remainder of the school year. (so as to end the need for daily validation if the route is really longer than 2 hours). However, should there be a change in the run which results in a decrease of more than 15 minutes in time and this occurs before January then the Driver's contract shall be adjusted to reflect this change. Should there be a decrease in time after January 1st the Drivers contract remains the same for the remainder of the school year.
- e. Work Week: The standard workweek is five a.m./p.m. runs (20 hours per week).
- f. Extra trips: Shall be defined as any trip which is not a regular a.m., p.m., noon, or late afternoon run; that is, sports trips, field trips, and all other trips that are made by request. Extra trips will be paid a minimum of two (2) hours and these runs shall be counted for the purpose of overtime. Extra trips will be paid only if actually driven, according to their actual length to the nearest quarter hour (8 minutes or more = one quarter hour). In addition, the Drivers shall be paid up to 30 minutes at the end of the run.
- g. Work year - Each regular driver's work year shall consist of all normal student attendance days plus mandatory in-service training days plus paid holidays. FOR EXAMPLE: THE 2007-2008 WORK YEAR WOULD INCLUDE 179 STUDENT ATTENDANCE DAYS, 2, MANDATORY INSERVICE TRAINNG DAYS AND 11 PAID HOLIDAYS FOR A TOTAL OF 192 DAYS. ANY ADDITIONAL STUDENT ATTENDANCE DAYS REQUIRED AS A RESULT OF AN EMERGENCY SNOW CLOSING WOULD BE ADDITIONAL COMPENSATION TO THE DRIVER
- h. Reporting pay and emergency closing after school opens - When an emergency closing is declared, a driver who actually reports to work and performs bus driving duties shall receive a minimum of two (2) hours compensation at the a.m./p.m. rate. No driver will be paid for coming to work but performing no duties; except that if the District requests a driver to come to or remain at work s/he will be paid for (2) hours or actual time worked, whichever is longer. If an emergency closing requires a driver to report for work within forty-five (45)

minutes of a driver's scheduled p.m. route, the driver will be paid the additional time plus the driver's scheduled p.m. rate. Should the emergency closing be weather related, drivers will be compensated at their p.m. rate or actual time worked, whichever is greater.

- i. Summer Programs - A separate schedule will be set up for special summer programs. Openings on this schedule will be filled on a seniority basis. Employees shall be allowed to utilize sick time benefit for the purpose of bereavement. Employees shall not accrue sick time during the summer period.

6.9 Meetings and In-service Training; Riding to Learn Routes

- a. Meetings and in-service training sessions, including wheelchair training, will be considered mandatory for the purposes of this article unless specifically designated as non-mandatory by the District administration.
- b. All meetings and in-service training sessions will be paid at the regular a.m./p.m. hourly rate. Non-mandatory meetings and training sessions will be paid at \$5.00 per hour less than the regular a.m./p.m. rate.
- c. The annual meeting on the first day of each school year is a mandatory meeting, and shall be a regular four-hour workday. Pay shall be the regular a.m./p.m. hourly rate.
- d. All drivers who return from an absence lasting longer than thirty (30) calendar days after the first day of any school year will be required to attend an equivalent safety meeting before resuming work.
- e. Drivers may, if they choose, drive a dry run of their assigned routes after the mandatory annual meeting. If the meeting plus the dry run add up to a total of more than four (4) hours and eight minutes, and the extra time is validated by either the Transportation Supervisor or the Dispatcher, the District will pay for the extra time in quarter-hour blocks (eight minutes or more = one quarter hour).
- f. Dry runs taken at times other than the annual meeting day shall be paid at the in-service training rate, \$5.00 per hour less than the regular a.m./p.m. rate.

ARTICLE VII – TRIP PROCEDURE

- 7.1 Shall be defined as any trip which is not a regular a.m., p.m. noon, or late afternoon run; that is, sports trips, field trips, and all other trips that are made by request. Extra trips will be paid a minimum of two (2) hours and these runs shall be counted for the purpose of overtime. Extra trips will be paid only if actually driven, according to their actual length to the nearest quarter hour (8 minutes or more = one quarter hour). In addition, the Drivers shall be paid up to 30 minutes at the end of the run.
- 7.2 Full seniority list on all three (3) wheels – Day – Night – Week-end. To select your trip by preference put the number of the trip you want and in the order you want next to your name. No one else can sign the trip wheel for you. If you change your first selection make sure you initial the change. Trips will be assigned in the order of Night-Day and Weekend.
- 7.3 After all regular drivers have had the opportunity to sign up for the master list; it will be organized by their seniority as regular drivers and posted on the bulletin board in the drivers' lounge. When a trip is called in or received while the weekly is still posted the trip will be added to the existing posted list under "Add". It is the driver's responsibility to continue to check the posted trip sheets during the posting.
- 7.4 Each driver's name will be placed on the list only for the category or categories of extra trips for which he/she has signed up as being available.
- 7.5 Trip lists will be posted on Wednesday's by 12:00 pm and taken down on Thursday's at 2:00 p.m. The assigned list will be posted by the end of the day on Thursday. It will be the driver's responsibility not to sign for any trip that will conflict with their Add On's, noon runs or 4:15. It is also the driver's responsibility not to sign for trips if it will put them into overtime.

Overtime (more than 40 hours in any week) must be avoided. Therefore, except in an emergency, if the assignment of any extra trip would cause a driver to work more than 40 hours, that trip will be assigned to the next driver on the list.

- 7.6 Drivers of Noon, Add On's and 4:15 PM runs shall not be eligible for extra trips which conflict with the Noon, Add On's and 4:15 runs. For overnight trip ONLY, drivers shall be allowed to come off their extra contract assignments.
- 7.8 Assignment of Extra Trips – Extra trips shall be assigned by seniority modified as follows:
- a. The District will keep to a minimum the reassigning of regular drivers to extra trips which conflict with their regular runs. In case of need, no more than three (3) regular

drivers may leave their regular runs to drive extra trips. The driver or drivers will be offered the trip(s) in the regular rotation from the applicable list(s). The driver shall report at the reporting time for the extra trip instead of that for his/her regular run.

- b. Driver's who are on sick leave must have a doctor's excuse in by Wednesday afternoon to be eligible for the extra trip for the following week. If an error is made, the District will back up the wheel instead of assigning the next available trip.
- c. Once a driver accepts an extra trip, he/she must drive that trip except in an emergency.

7.9 Trip Emergency List

There will be a sign up sheet posted the first school day in September for an emergency trip wheel for the first semester. A second sign up sheet will be posted in January for the second semester. A Seniority list will be created from the sign up sheet and will continue on a rotation. All trips called in/turned in or received after they have been assigned will come off the emergency trip wheel regardless of the wheel.

7.10 Vacation/Overnight

Any trips that occur during vacation and/or is an overnight trip shall be assigned by seniority on a Vacation/Overnight Wheel. In order to be eligible to take vacation trips, you must be free from extra work such as; noon runs, 4:15 and Add On's. Overnight trips, drivers shall be allowed to come off their extra contract assignments.

For the Overnight trips drivers shall be paid according to the following: The first 24 hours, a driver shall be guaranteed 13 hours of pay. For the next 12 hours after the initial 24 hours, drivers shall be guaranteed 8 hours of pay. Drivers shall be paid for all hours worked beyond the 12 hours. The District agrees to reimburse drivers for meals who are on overnight trips, as in the past.

Effective 2009-2010 school year and thereafter, overnight trip wheel will begin from the top of the seniority list and will continually rotate from school year to school year.

7.11 Waiting Time

Drivers shall continue to be paid for any time between their regular run and the start of an extra trip or visa versa, should there be fifteen (15) minutes or less between runs. Example: Extra Trip ends @ 1:45 pm and the next assignment starts 2:00 pm therefore drivers shall be paid for such time.

7.12 Trip Cancellation

If a trip is canceled and the same trip is rescheduled for the following day (within 24 hours) the canceled driver will be offered the trip as long as it is off the same wheel. If that driver refuses the emergency wheel will be used. If a trip is scheduled for any other time before the next weeks posting it will be filled off the emergency wheel.

7.13 Substitute Lists for Noon Runs and Late Afternoon (4:15) Runs

- a. The "Extra Trip" procedure shall not apply to noon and 4:15 runs except as specified in this section or the "Extra Trip" section.
- b. The District will maintain two lists of regular drivers who wish to be called as substitutes. One list shall be for noon runs, and the other list shall be for late afternoon (4:15) runs.
- c. Any regular driver who is normally free from other work for the District at noon or late in the afternoon may sign up to substitute on these runs. A master sign-up sheet for each list shall be circulated twice a year, at the beginning of the school year, and at the beginning of the second semester. Should a long term (5 or more days) substitute be needed, the most senior driver on the substitute list which does not have a noon or 4:15 run shall be assigned. You may long term sub on any Add On's.

ARTICLE VIII - INSURANCE

8.1 Health Insurance

- a. The employer agrees to offer a basic Health Insurance program to all eligible employees.
- b. The plan shall be Blue Cross-Blue Shield Region wide I, Select Blue Surgical/Medical, or equivalent.
- c. Effective January 1, 2008 the deductibles will be \$100 for Individual and \$300 for family.
- d. The employer agrees that drivers hired before February 15, 1996 will continue at the current participation levels, for the duration of this agreement, which are:

Individual Coverage- 90% / 10%
Family Coverage - 90% / 10%

Drivers hired on or after February 15, 1996, will participate at the following levels:

Individual Coverage - 85% / 15%
Family Coverage - 85% / 15%

- e. The employee shall be responsible, through payroll deduction, for the additional premium due as per rates established by the Cooperative Health Insurance Fund of C.N.Y. , as stipulated in c. above.
- f. For those employees electing to participate in an H.M.O. Health Insurance Plan, it is understood that the School District dollar level of participation shall be identical to the dollar amount contributed on behalf of employees enrolled in the Blue Cross/Blue Shield Plan when in such event that H.M.O. premiums exceed the premium paid to the Blues.

8.2 Dental Insurance

- a. The employer agrees to offer a Dental Plan to employees and their dependents.
- b. The plan shall be the Blue Cross/Blue Shield Prime Blue Dental Plan, or equivalent.
- c. For the duration of this agreement, the employer agrees to continue at the current participation levels, which are:

Individual Coverage - 90% / 10%
Family Coverage - 65% / 35%

- d. The employee shall be responsible, through payroll deduction, for the additional premium due the dental insurance provider, as stipulated in c. above.

8.3 Disability Insurance (Income Protection)

- a. The employer agrees to provide an Income Protection Policy to cover totally disabled employees.
- b. Coverage will provide 60% of basic income after 90 calendar days and exhaustion of accrued sick leave, at no cost to the employee.

ARTICLE IX-HOLIDAYS

9.1 Holidays - The following ten (10) holidays shall be observed each year:

Labor Day	Good Friday
Columbus Day	Memorial Day
Veterans' Day	Thanksgiving (2 days)
Christmas Day	New Year's Day
Martin Luther King Day	

9.2 When one of the two Jewish holidays results in a school holiday, there shall be eleven (11) paid holidays: the ten listed plus this holiday. Therefore, the maximum number of paid holidays received, shall be eleven (11) days.

9.3 Except for the Jewish holidays and Veterans' Day, holidays which fall on a Saturday shall be observed on the preceding Friday, and holidays which fall on a Sunday shall be observed on the following Monday.

9.4 Either party may request a meeting no later than May 31 of any year to discuss the holiday schedule for the following year.

ARTICLE X-LEAVES

Sick Leave and Family Illness Leave

10.1 Annual leave

- a. An employee, while on the payroll, will earn one (1) day per month for personal illness; unused days are cumulative to the total in §d. below.
- b. An employee, while on the payroll, will earn five (5) days per year for family illness; unused days are cumulative to the total in §10.5.
- c. The total of annual leave above is 15 days per year.
- d. Annual sick and family illness leave shall accumulate to a maximum of 240 days. An accounting of accumulated sick leave will be given to each driver during each September.

- e. Sick leave may be used in whole, half or in third increments. "Whole day, Half or "Third day" and shall be understood as the driver's normal workday at the time sick leave is used.
- f. Procedure: A driver must call in sick as soon as he/she is aware of the need to be absent, but in any event no later than the time the Transportation Office opens (6:00 a.m.) for an a.m. run; and no later than one hour before the driver's normal reporting time for runs later in any day. The District shall designate an individual to be contacted when a driver must call in sick. A copy of that individual's name and the call-in procedure shall be posted on the bulletin board.
- g. Physician's statement - In the event that after three (3) consecutive days or five (5) days in any month of absence due to the employee's own reported illness, there is a question regarding that illness, the District may require verification of the illness by a physician. (Absences due to illness in the employee's family under (b) shall not trigger this provision.) The District may also require verification by a physician before permitting an employee to return to work following an illness or an accident, including on-the-job injuries. The section shall also apply to absences pursuant to the Family and Medical Leave Act if the employee was eligible for such leave. The District reserves the right to require the employee to visit a school physician for any such verification.

10.2 Personal Business Leave

- a. Each regular driver shall earn two (2) personal days per school year. Unused personal days shall be converted to sick days and accumulate to accrued sick leave up to the maximum of 240 days.
- b. Although no reason need be given for the use of these days, it is understood that personal days are to be used for the conduct of personal business, which cannot be transacted outside the driver's normal working hours. The driver shall request use of a personal day at least 48 hours in advance. The District shall respond within 24 hours from the time the request was submitted. When requests for personal leave would, if approved, prohibit the District from maintaining minimum staffing requirements, such requests will be considered in the order they are received by the Transportation Supervisor.
- c. If an unexpected emergency occurs over which the driver has no control, the driver may utilize one (1) personal day by calling in as soon as the need is known. The driver will be required to complete a personal leave request form as soon as possible, and may be required to provide appropriate documentation of the emergency at the discretion of the Transportation Supervisor.

- d. "Whole day", "Half day" or "Third of a day" shall be understood as being the driver's normal Workday at the time personal leave is used.
- e. Personal days may not be used to extend a holiday or vacation period.

10.3 Jury Duty

- a. A driver required to serve on jury duty on a regular work day shall receive, for each day served, his/her regular pay. No deduction from accumulated paid leave time shall be made for such service.
- b. The driver shall not be required to refund mileage, meal, or lodging expense payments to the District.
- c. On any day the driver is on call for jury duty, s/he will report to work until and unless needed for such duty.

10.4 Unpaid Leaves of Absence: F.M.L.A.

- a. An unpaid leave of absence may be granted at the discretion of the Board of Education.
- b. An employee must apply for an unpaid leave as soon as s/he knows of the need for it, but no less than 30 or more calendar days before the commencement of the requested leave, except for a need which cannot be anticipated.
- c. The District reserves the right to verify with the employee's physician, and/or the District's physician, the need for a leave. The District may request status reports at any time during the leave, in accordance with the sick leave provisions of this Agreement.
- d. Seniority will not be accrued during any period when an employee is in unpaid status for any reason, including unpaid leaves of absence, the unpaid portion of a F.M.L.A. leave, layoff, or disciplinary suspension. Seniority earned before the leave of absence will be restored to the employee upon his/her return to work.
- e. Family and Medical Leave Act of 1993 - For those drivers who meet the eligibility requirement (at least 1,250 hours worked in the 12 months immediately prior to the request to use F.M.L.A.) and whose need for F.M.L.A. leave is verified, leave for F.M.L.A. will be granted for up to the 12 weeks per year guaranteed by the statute.

1. Eligible employees wishing to take F.M.L.A. leave must make

application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the Jamesville-DeWitt Central School District office.

2. An employee granted F.M.L.A. leave will continue to be covered under Jamesville-DeWitt Central School District's group health plan and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).
3. When an employee requests F.M.L.A. leave, the District will first determine whether he/she is eligible under ¶1 of this section. Then the District will look back to the preceding July 1; absences, if any, of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous F.M.L.A. leave occurring from July 1 to the effective date of the current F.M.L.A. leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the F.M.L.A. leave. Employees who have other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave time against their F.M.L.A. leave and such paid leave shall run concurrently with and be a part of the F.M.L.A. absence.
4. Except as otherwise provided for herein, F.M.L.A. leave shall be subject to and governed by the applicable statute.

10.5 Workers' Compensation

- a. All "on-the-job" injuries should be reported within 24 hours to the appropriate supervisor.
- b. If lost time results from a compensable "on-the-job" injury, the school district will compensate the employee at full pay for a maximum of thirty (30) days in one school year and such days as used will be charged to employee's accrued sick days.
- c. An employee with less than thirty (30) accrued sick days shall be turned over to the insurance carrier upon the exhaustion of employee's sick days and placed on leave without pay by the school district.

- d. An employee absent more than thirty (30) days in any one school year, or more than ten (10) consecutive work days, may be discontinued on the employer's payroll and placed on an injured leave without pay. In this event, the employee would be compensated in accordance with existing rules and regulations by the Workers' Compensation Insurance Carrier.
- e. Sick days will be restored to the employee in full at the time when the carrier reimburses the school district.

10.6 Insurance During a Leave Due to Long Term Disability

The parties agree that in the event a bargaining unit employee leaves the payroll due to long-term disability including disability covered by Workers' Compensation, the District will provide group insurance coverage at the same premium contribution rate as that for active employees for up to one (1) calendar year. After one (1) year of unpaid absence, employees still on leave who wish to remain in the District's insurance plans will pay 100% of their health and dental insurance premiums until they return to work, or as long as they are eligible under COBRA to remain in the District's plans.

10.7 Restoration to Work After a Leave of Absence

For up to one (1) year, a driver on unpaid leave of absence may return to the run s/he held at the time the driver began the leave. After one (1) year, the District cannot guarantee restoration to the same route the driver had before the leave, but if the run the driver had before his/her leave was driven by a substitute during the regular driver's absence, the regular driver will be restored to his/her old route. If no regular route exists upon the driver's return, the driver, if he/she has seniority, may bump the least senior regular driver. If the driver cannot bump or chooses not to do so, he/she will be placed on a preferred eligible list for the next available regular route.

10.8 Sick Family/Personal Day Incentive:

Employees who use 1 day or less of sick family/personal days each quarter shall receive in \$50.00. The transportation office will post a schedule which will identify of each quarter for each school year.

ARTICLE XI-RETIREMENT

11.1 The District offers enrollment in the Employee Retirement System New Career Retirement Plan, Section 75-i. Membership is mandatory in the New York State Employees' Retirement System for all full-time employees. Membership in the New York State Employee Retirement System for any employee working less than full-time is optional to the employee, subject to minimum hours requirements.

11.2 Unused Sick Days at Retirement:

For employees who have worked at Jamesville-DeWitt for a minimum of ten (10) consecutive years, who are eligible to receive their pension from N.Y.S.E.R.S., and for whom Jamesville-DeWitt is their final employer, the District agrees to compensate the employee, at retirement, for unused sick days accrued.

For employees retiring July 1, 2004, or after, the following choices would be offered for the use of unused sick days:

Option A. The District agrees to compensate the employee, at retirement, for unused sick days multiplied by \$25 per day. The maximum of accrued unused sick day is 240 days.

Option B. Upon retirement, the District will utilize the employees unused sick days to maximize the benefit for the employee under Section 41-j. A unit employee may convert all unused accumulation that is not utilized under Section 41-j of the NYSERS to a cash stipend at the rate of \$30/day.

11.3 Retirement Benefits

- a. Employees who were hired prior to July 1, 2007 will be eligible at the time of retirement and who has a minimum of ten (10) consecutive years of service with the Jamesville-Dewitt Scholl District, may continue in the Health Insurance Program provided that he/she actually and officially retires as per the requirements established by the N.Y.S. Employees' Retirement System.
- b. Employees who are hired after July 1, 2007 will be eligible at the time of retirement and who has a minimum of fifteen (15) consecutive years of service with the Jamesville-Dewitt School District, may continue in the Health Insurance Program provided that he/she actually and officially retires as per the requirements established by the N.Y.S. Employees' Retirement System.

- c. An employee retiring during the term of this Agreement may continue in the Health Insurance Program at the level he/she had during his/her final year of employment.
- d. A surviving spouse may continue coverage in accordance with the provisions of the COBRA enactment.

ARTICLE XII-HEALTH AND SAFETY

- 12.1 Report Defects - Drivers shall immediately, or at the end of their runs, report all defects in District-owned vehicles. The District shall not ask or require any driver to use equipment that has been reported in writing by any driver as being in an unsafe operating condition, unless such equipment has been inspected by the appropriate supervisor and the defect repaired or declared in writing not to exist by said supervisor.
- 12.2 Report Injuries on the Job - Any driver who is injured on the job will be relieved of duty to seek medical attention before continuing work if so requested or if deemed advisable by the appropriate supervisor. An accident report must be filed by the employee or the immediate supervisor as soon as practicable after the occurrence of any accident.
- 12.3 Contact Person for Problems with Equipment - The District shall designate a contact person to notify in case of mechanical or equipment problems occurring during any trip or run, including those being driven when the Transportation Office is closed.

ARTICLE XIII-JOB DUTIES AND CLASSIFICATION

- 13.1 A statement of duties and responsibilities for bus drivers covered by this Agreement (consistent with New York State Civil Service) shall be provided to said drivers upon request from the Director of Transportation.
- 13.2 Drivers shall agree to observe the duties and responsibilities as identified prior to accepting appointment to a given position.
- 13.3 Each driver shall have the right to discuss the duties and responsibilities of the position with the immediate supervisor and make suggestions concerning proposed changes.
- 13.4 Each driver shall receive a written performance appraisal at least once a year. A

new driver shall receive a written performance appraisal at the end of the probationary period.

13.5 Probation - The probationary period shall be not less than 8 weeks or more than 52 weeks. Upon completion of 26 weeks of service, a probationary employee shall receive an evaluation. The result of such an evaluation shall be either:

a) The employee shall receive a permanent appointment or be terminated, ending her/his probation;

or,

b) The employee shall have his/her probation continued with specific written areas of improvement identified in order to be eligible for permanent appointment at the end of her/his probationary period.

13.6 Personnel file - No complaint, disciplinary letter or memorandum, or supervisor or evaluation report will be placed in an employee's file without the employee's knowledge. The employee shall be permitted to attach a statement of explanation within five (5) working days, and shall be given a copy of documents so filed. An employee's initials on any such document shall represent only that s/he has seen the document, and shall not be construed to mean acceptance or agreement without the contents thereof. Items placed in any employee's personnel file become District records. As such, they are kept permanently throughout the individual's employment at Jamesville-DeWitt. However, if an employee wishes to remove a counseling letter, s/he shall file a written request with the District Records Officer. The request must specifically list all items the employee wishes removed from his/her file. If the incident or incidents that were the subject of the counseling letter(s) have not recurred, and the counseling letter(s) are three (3) years or more old, the District agrees to remove the letter(s) from the employee's personnel file.

ARTICLE XIV-SENIORITY

14.1 When the employee is permanently appointed, seniority shall begin to accrue, and shall be retroactive to his/her date of hire. Seniority shall be calculated as continuous employment with the District since the most recent date of hire.

14.2 TIED SENIORITY will be resolved by the following factors, in the order listed:

a. Date of appointment by the Board of Education.

b. Order of appointment by the Board, if appointments are made at the same meeting.

- c. The last 4 digits of the employee's Social Security numbers, with the higher of the two being chosen.

14.3 Seniority shall be FROZEN during the following events:

- a. Any unpaid leave of absence of one month (20 work days) or longer, unless such leave is the result of a Workers Compensation injury or illness.
- b. Any layoff.
- c. When the employee returns to work, his/her seniority is restored, but no seniority shall be earned during the time off the job.

14.4 Seniority shall be BROKEN by any of the following events:

- a. Resignation.
- b. Retirement
- c. Termination
- d. Abandonment of Position.
- e. Failure to return from a leave of absence.
- f. Layoff, with no recall during the time periods set out in §12.8.2

14.5 Transfers

Transfers shall be made on the basis of drivers' qualifications. When more than one applicant is deemed qualified by the District, then seniority shall prevail.

14.6 Layoff

- a. In all cases of layoffs, seniority shall govern.
- b. To the extent that there is no conflict with law or Civil Service regulation layoff procedures are established as follows. In the event of a layoff, the District shall notify the Union of its best estimate of the number of employees affected. The employee to be laid off shall receive a minimum two-week notice or its equivalent in pay above and beyond all other

payments due. The employee with the least overall seniority shall be the first to be laid off.

14.7 Recall from Layoff

- a. Employees shall be recalled from layoff in reverse order of layoff.
- b. Veterans of the United States Armed Forces and active volunteer firefighters shall be eligible for recall for the statutory period of preferred eligibility. All other employees shall be eligible for recall for two (2) years from the date of the layoff. The District agrees to send recall notices to each employee's last address on record; it is the employee's responsibility to make sure that address is correct.
- c. A driver whose run is terminated by the District during a school calendar year shall have the right to bump the least senior driver in the bargaining unit and drive such a run for the remainder of the school year and/or bid on any open run that is available.

ARTICLE XIV-JOB POSTINGS

15.1 Annual Bids

At least two (2) weeks prior to the beginning of the school year, all bus drivers shall have their previously existing runs reconfirmed. By the last Monday of September of each school year, the District will open bidding for all open runs or new runs. Those drivers wishing to bid on new or open runs must place their name on a bid sheet. Bidding will be awarded by seniority. Those drivers who placed their name on the bid sheet, but did not secure a bid for a new or open position shall be allowed to bid for runs vacated by drivers who did secure such a bid. Such positions shall be awarded no later than 5 working days after bidding is opened.

15.2 Bidding During the Year

Employees covered by this Agreement will have ample opportunity to bid on job openings or new jobs whenever they occur. Any run which after assignment increases 30 minutes or more in time (within 30 days of assignment) shall be posted. However, this will not apply to the Add-Ons. Those drivers wishing to bid on runs must place their name on a bid sheet and must be present at the time of the bidding. Bidding will be awarded by seniority.

15.3 Such job postings shall be made for at least five (5) working days prior to

selection of an employee to fill such job (or jobs) on a permanent basis.

- 15.4 Whenever more than one application for a job opening exists, preference shall be given to the applicant with the greatest seniority.
- 15.5 When necessary, the Transportation Director will fill the run on a temporary basis immediately, but then post the position for five (5) workdays before filling permanently. No run will be left vacant for more than two (2) weeks without being filled by a permanently assigned driver, except if the run becomes open after the first Monday in June. If a run becomes open after the first Monday in June, it will be filled on a temporary basis and then permanently filled during the September bidding process.

15.6 Noon and Late Afternoon Runs

By the last Monday of September of each school year, all noon, add on's and 4:15 runs shall be posted for bidding. Such noon, add on's and 4:15 runs shall be awarded on a seniority basis. Any new noon, add on's or late runs will be placed up for bid and will be assigned based on seniority. Existing noon, add on's or late run drivers are eligible to bid on such new runs. Drivers may not drive both a noon run and a late run.

- 15.7 If a driver is awarded a noon, add on or late run, and then rejects said run, the driver will then be placed on the bottom of the seniority list for bidding purposes (noon, add on's and late run) for the balance of the school year.

15.8 Add-Ons

Add-Ons are defined as any additional runs that are above the 2hr minimum, which shall be posted for a driver to bid. Such run shall be awarded by seniority.

ARTICLE XVI-WORK RULES

The following rules are being listed to serve as a guide for all employees' conduct. It shall be expressly understood that any violation can result in a disciplinary proceeding.

- 16.1 Leaving one's place of work without permission from the appropriate supervisor.
- 16.2 Absence from an assigned duty without giving sufficient notice thereof to the appropriate supervisor.
- 16.3 Habitual lateness or absence without any reasonable cause.

- 16.4 Doing personal work during regular employment hours.
- 16.5 Willful disregard of safety rules and regulations.
- 16.6 Interfering with the work performance of other employees.
- 16.7 Failure to meet reasonable work standards.
- 16.8 Intimidation or threatening of other employees.
- 16.9 Failure to carry out reasonable orders, or insubordination.
- 16.10 Misrepresentation of facts in obtaining employment.

ARTICLE XVII-DISCIPLINE AND DISCHARGE

- 17.1 The District and the Union agree that it is desirable for every employee to be given the opportunity to correct his or her work performance or behavior before formal disciplinary action is taken. The Transportation Supervisor will make every effort, through the formal evaluation procedure (Article XIII §13.4), and informal counseling, to encourage employees to perform well. Nothing in this agreement will limit the District's authority to write counseling and corrective letters and to place them in any employee's personnel file. The employee has the right to attach a response to any such letter, in accordance with Article XIII §13.6 (Personnel File).
- 17.2 Except for conduct which is so clearly inappropriate that a warning is not necessary, the District agrees that all employees who have Section 75 protection will be given an oral warning from the Transportation Supervisor before formal disciplinary action is taken.
- 17.3 Disciplinary action shall be in accordance with Section 75 of the Civil Service Law for all employees who have completed their probationary periods in accord with Article XIII §13.5.
- 17.4 Disciplinary action shall not be subject to the grievance procedure.
- 17.5 When the District seeks a written warning or a fine as the penalty, the parties agree to an expedited procedure, as follows:

- a. The District and the employee shall have a meeting, at which the employee may agree to accept the penalty, or the parties may negotiate a resolution without a hearing.
- b. If a hearing is needed, the parties agree that there shall be no more than one day of hearing. The hearing officer shall have the authority to assist the parties in reaching a settlement.

ARTICLE XVIII-GRIEVANCE PROCEDURE

18.1 Purpose It is the purpose of this procedure to encourage the equitable resolution of alleged violations of this agreement.

18.2 Definitions

- a. "Grievance" is a claim by an employee or group of employees in this bargaining unit that there has been a violation of one or more provisions of this agreement, except discipline and discharge, which shall be appealed pursuant to Article XVII, "Discipline and Discharge".
- b. "Supervisor" shall mean the employee's immediate supervisor.
- c. "Grievant" shall mean the employee filing a grievance.
- d. "Union" shall mean S.E.I.U., Local 200United, or any of its officers from the bargaining unit.
- e. "Day" shall mean any day when the District Office is open for business.

18.3 Procedure

- a. Grievances must be filed within the time limits set out for each step of the grievance procedure, or the grievance will be barred or deemed discontinued. If the District fails to respond within the time limit for any step, the Union shall have the right to appeal to the next step
- b. Time limits may be extended only by mutual written consent of the parties.
- c. All written grievances shall include the name and position of the grievant, the provision of the agreement alleged to have been violated; the time when and the place where the alleged event or condition giving rise to the grievance occurred; the identity, if known, of the individual alleged to be responsible for causing the

event or condition giving rise to the grievance, and the redress sought by the grievant.

d. Except for the oral step (**Step 1**), all appeals and responses shall be in writing. Each appeal and each response will be transmitted to the grievant, the Union and the Superintendent.

18.4 Time Limits

a. Grievances must be filed at the oral step (**Step 1**) no later than ten (10) days after the grievant knew or should have known of the event or condition giving rise to the grievance.

b. Appeals to (**Step 2**) must be made no later than five (5) days after the attempt to resolve the grievance at Step 1. The Transportation Supervisor must respond within five (5) days after he/she receives the appeal. If the parties have a meeting, the Transportation supervisor must respond within five (5) days after the date of that meeting.

c. Appeals to (**Step 3**) must be made no later than five (5) days after the attempt to resolve the grievance at Step 2. The Superintendent or his/her designee must respond within five (5) days after he/she receives the appeal. If the parties have a meeting, the Superintendent or his/her designee must respond within five (5) days after the date of that meeting.

d. Appeals to (**Step 4**) must be made no later than ten (10) days after the date on which Superintendent or his/her designee responds to the grievance at Step 3. If the grievant requests a hearing or the Board of Education decides a hearing is necessary, the Board shall schedule the hearing at its next regular meeting. The Board must respond in writing within ten (10) days after the date of that meeting.

e. Appeals to (**Step 5**) must be made no later than ten (10) days after the date on which the Board responds to the grievance at Step 4.

18.5 Steps

a. Step 1--Oral Step The grievant shall present his/her grievance informally to the immediate supervisor. The parties agree to make every effort to resolve grievances at this step. If the grievance is not satisfactorily resolved at Step 1, or the supervisor does not render his/her oral decision within the time limit, the grievant may file a written grievance.

b. Step 2--Transportation Supervisor The grievant shall present his/her written

grievance to the Transportation Supervisor. Either party may request a meeting to discuss the grievance, which meeting must be held within the time limit for the District's response. If the grievance is not satisfactorily resolved at Step 2, or the Transportation Supervisor does not render his/her decision within the time limit, the grievant may appeal to Step 3.

A grievance alleging a District-wide action may be filed directly at Step 3. Time limits for Step 2 shall apply.

c. Step 3--Superintendent The grievant shall present his/her written grievance to the Superintendent or his/her designee. Either party may request a meeting to discuss the grievance, which meeting must be held within the time limit for the District's response. If the grievance is not satisfactorily resolved at Step 3, or the Superintendent or his/her designee does not render the decision within the time limit, the grievant may appeal to Step 4.

d. Step 4--Board of Education The grievant shall present his/her written grievance to the Board of Education. Either party may request a hearing, which must be held at a regularly scheduled Board meeting, or before a committee of the Board if mutually agreed, within the time limit for the Board's response. The Board's decision shall be binding on the grievant, the Union, and the District.

e. Step 5--Arbitration

- 1) Within ten (10) days after the decision has been made at Step 4, the grievant may submit the grievance to arbitration by notifying the Superintendent of Schools to that effect. The notice must include a brief statement setting forth precisely the issue being submitted to arbitration and the specific provision or provisions of the agreement alleged to have been violated.
- 2) Within ten (10) days after the Superintendent receives the written submission to arbitration, the Superintendent or his/her designee and the grievant and/or the Union shall select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, the parties will then request a list of arbitrators from the American Arbitration Association. If the dispute is submitted to the American Arbitration Association, the Union shall pay the filing fee.
- 3) The arbitrator shall hear the matter promptly and shall issue his/her decision not later than thirty (30) calendar days from the date the hearing is closed (after all documents and briefs, if any, have been

submitted). The arbitrator's decision shall be in writing, and shall set forth findings of fact and recommendations on all issues submitted.

The arbitrator shall have no authority to add to, subtract from, or modify the agreement or any provision of it, or any memoranda of agreement, which have been added to the agreement. The recommendations of the arbitrator shall be final and binding upon the grievant, the Union, and the District.

- 4) The cost for the services of the arbitrator, including the arbitrator's expenses, if any, shall be borne equally by the District and the Union. Each party shall pay for the services of its own advisors and advocates.

New York State Mandatory Testing Requirements

Annual Road Test	One (1) hour regular rate (min)
Annual Physical	One (1) hour regular rate (min)
Annual Physical Agility	One half hour (1/2) regular rate (min)
Annual Written Test	Up to One (1) hour regular rate

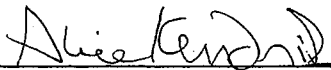
Tests shall be scheduled at a mutually agreeable time between the employee and the District. In addition, the District agrees not to perform any of the above tests including driver's annual evaluation the last two (2) weeks of school or when driver is scheduled on a field trip.

ARTICLE XVII-DURATION

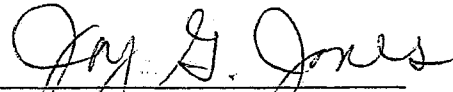
This agreement shall commence on July 1, 2010 and shall remain in full force and effect until June 30, 2013. No grievance will result from this agreement until after the date of signing by the Superintendent of the Jamesville-DeWitt School District and the representative of the Service Employees International Union, SEIU, Local 200United.

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

For the District:

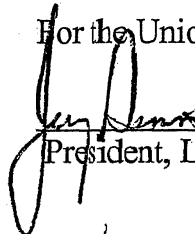


Superintendent of Schools



Chief Negotiator

For the Union:



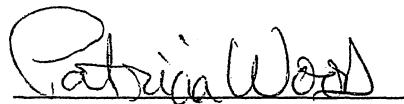
President, Local 200United



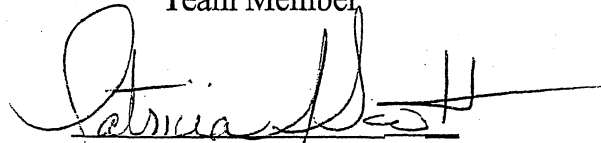
Chief Negotiator



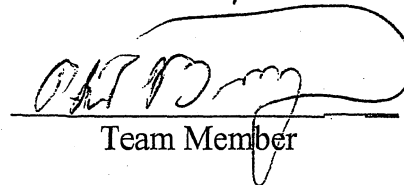
Team Member



Team Member



Team Member



Team Member

Side Letter

SEIU Local 200 United & Jamesville-DeWitt Central School District

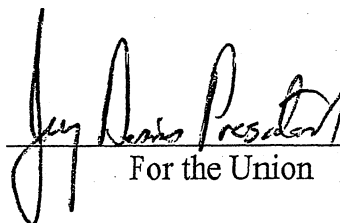
Re: Erosion of Bargaining Unit/Bus Drivers Unit

June 17, 1998

The District and the Union agree that the District will not separate or parcel existing transportation runs or purposely create new runs designed to avoid the use of bargaining unit employees. Specifically, the District will not design runs for a.m. or p.m. only for the purpose of using substitute drivers and avoiding the hiring of a regular bus driver.



For the District



For the Union

