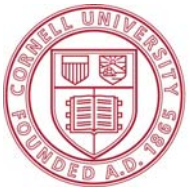

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AGREEMENT

BY AND BETWEEN

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

AND

JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT (Custodial Unit)

TERM: July 1, 2014 through June 30, 2016

NUMBER OF EMPLOYEES COVERED: 25

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ARTICLE 1 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 Representation

The District recognizes the Union for the purpose of collective bargaining for all Employees in the custodial Unit of the District. 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 proper subject of negotiations.

1.2 Negotiation

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.

1.3 Negotiation Procedure

a) 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.

b) The District agrees that it will provide the Union with ample copies of the tentative budget.

c) The term "Collective Bargaining Negotiations" shall include wages, hours, and other conditions of employment.

d) 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.

e) The District will provide printed copies of the Agreement to each Employee covered within.

1.4 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.

1.5 Labor/Management Meetings

Labor Management meetings between the Union and the District will be carried out in an ongoing manner. Contact will be made by telephone or in writing between the Union and a person designated by the District. The party wishing to raise issues shall provide an agenda of items to be discussed in advance of the meeting.

1.6 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 2 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 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.

2.5 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.

2.6 Visitation

The Union, through its representatives, has the right to visit District facilities to discuss Union business with the supervisors or members of the Union with prior notice given to the appropriate administrative official as follows:

Building Principal

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

2.7 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.

ARTICLE 3 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 4 PRE-EMPLOYMENT PHYSICAL EXAMINATION

A pre-employment physical is required for all new employees hired after 7/1/93. The cost will be covered by the school district.

ARTICLE 5 PROBATIONARY PERIOD

1) The probationary period for a new employee shall be not less than 26 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, ending her/his probation.

   or,

   b.) The employee shall have her/his 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

   or,

   c.) The employee will be terminated with no access to the just cause provisions of this contract

2) The probation period for an existing employee who has been promoted to another position shall be for a period of not less than 13 weeks, or more than 21 weeks. At the conclusion of 13 weeks of service in the new position, the employee shall receive an evaluation. The result of such an evaluation shall be:

   a) The employee shall receive be permanently appointed to the new position.

   or,

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

   or,

   c.) The employee will be informed that s/he will not be permanently appointed to the new position and shall be returned to his/her previously held position.

3) An employee who is promoted shall have the right to return to his/her former position in accordance with Onondaga County Civil Service Rule XIV, S8 (June 15, 1990 edition).

4) Before disciplinary action is taken, all employees with one (1) year or more of service in the District shall be entitled to a hearing pursuant to Civil Service Law §75, as modified in Article VII of this Agreement.

ARTICLE 6 CONDITIONS OF EMPLOYMENT

6.1 Personnel File

a) No complaint, disciplinary letter of memorandum, or supervisory or evaluation report will be placed in an employee's file without the employee's knowledge. The employee will be given a copy of each document so filed. The employee will be required to sign or initial each such document. The employee shall be permitted to attach a statement of explanation within 5 working days. An Employee's signature or 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 with the contents thereof.

b) An employee shall be entitled to examine his or her personnel file, except letters of reference and pre-employment correspondence, upon reasonable notice to the District, during the District's regular business hours and in the presence of the Superintendent or his/her designee. The employee is required to record his/her review of the personnel file by signing a receipt; refusal to record such review will be documented. The employee may make a copy of any document in his/her file at the reasonable and customary charge per page.

c) 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 counseling letters, he/she 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.

This section shall not apply to any material that gave rise to any formal disciplinary proceeding, or to the record of any action taken as a result of any formal disciplinary proceeding, whether by Board of Education action or by agreement between the employee and the District.

6.2 District Property

a) **Condition of District Property:**

Employees shall immediately or at the end of their shifts report all defects in district-owned equipment when known (e.g. hand tools, power tools, vehicles or any other equipment necessary to complete their job). The District shall not ask or

require any employee to use equipment that has been reported in writing by any other employee 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.

b) **Tools and Safety Glasses:**

The District will provide all tools needed at each work site, and all such tools shall remain the property of the District. The District agrees to maintain tools in working order, except when tools are lost, damaged, or destroyed as a result of an employee using such tool in a way that it is not intended to be used. In such a case, the employee will be responsible for reimbursing the District. Employees are discouraged from using their own tools. If they do so, all such use shall be at the employees' own risk.

Safety glasses shall be available in the custodial office or area in each building. Glasses are the property of the District, and shall be of a design which fits over prescription glasses.

c) **Care and Return of District Property:**

Employees shall return to their immediate supervisor any school property in their possession or assigned to them in substantially the same condition as when received, reasonable wear and tear expected, prior to receiving final pay upon separation from employment. Failure to do so shall render the employee liable for the payment of the fair and reasonable value thereof. It is the responsibility of the District to maintain records of such property. "District property" shall mean all tools, toolboxes, books, and other objects small enough to be portable, which are shown on the District's roster to have been issued to the employee. Safety hats are included, but uniforms and safety shoes are specifically excluded from this definition.

6.3 Disciplinary Procedure

a) The District and 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 immediate supervisor and the Superintendent of Buildings and Grounds will make every effort, through the formal evaluation procedure (9.4), 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 6.1 (Personnel Files).

b) 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 Superintendent of Buildings and Grounds before formal disciplinary action is taken.

c) Disciplinary action shall be in accordance with Section 75 of the Civil Service Law for all employees who have attained permanent Civil Service status and who have one (1) year or more of service with the District.

d) When the District seeks a written warning or a fine as the penalty, the parties agree to an expedited procedure, as follows:

1) 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.

2) 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.

e) Disciplinary action shall not be subject to the grievance procedure.

ARTICLE 7 SALARIES

7.1 Salaries:

1. For 2014-15, all bargaining unit members shall receive 3.75% over the 2013-14 rates. Full time unit members on staff as of September 1, 2014, will receive an additional $350 added to her or his annual base salary.

2. For 2015-16, all bargaining unit members shall receive 3.75% over the 2014-15 rates. Full time unit members on staff as of September 1, 2014, will receive an additional $350 added to her or his annual base salary.

Wages shall be paid in accordance with the salary schedule attached Appendix A.

7.2 Steps:

Employees shall be placed on a step on the salary schedule as follows:

Entry - 1st year of employment
Move to Step "1 year to 5 years" - End of 1st year of employment
Step "1 year to 5 years"
Move to Step "6 years to 10 years" - End of 5th year of employment
Step "6 years to 10 years"
Move off step - End of 10th year of employment

7.3 New Hires:

All new hires whose employment begins between July 1 and December 31 of any given year shall be entitled to a Step 1 increase on the first day of July 1 after the beginning of their employment.

All new hires whose employment begins between January 1 and June 30 of any given year shall be entitled to a Step 1 increase on the second July 1 after the beginning of their employment. Such new hires, however, will receive the same general wage increase received by the bargaining unit on the first July 1 of their employment.

7.4 Permanent Promotions:

The employee shall begin receiving the starting rate for the new job effective on his/her first day of work in the new position. Increases after that date shall follow the rule for new hires, above.

1) The procedure for determining an employee's rate of pay after a promotion shall be as follows:

   a) An employee's movement from one salary step to the next shall be based on the employee's total years of service in the Custodial bargaining unit ("bargaining unit seniority"); not on the number of years in any specific job classification ("job classification seniority").

   b) Each employee who is promoted will earn at least $1.25 more per hour than he or she earned before the promotion took effect.

7.5 Temporary Promotions:

An employee who is asked by the Superintendent of Buildings and Grounds to perform the duties of a higher-grade employee for eleven (11) or more consecutive workdays shall receive a differential of $1.00/hr retroactive to the first day of such duty, after completing eleven (11) days of such duty, and going forward for any additional days so worked.

7.6 Premium Pay:

a) **Overtime**

Work authorized in advance, including specifically scheduled building checks, and performed in excess of forty (40) hours in a given work week shall be compensated at the rate of 1 1/2 times the regularly assigned rate. To be eligible for payment, building checks in buildings must be scheduled by the Superintendent of Buildings and Grounds or his designee.

b) **Call Time**

An employee called in to work shall be paid the greater of two (2) hours or actual time worked at the regular hourly rate of pay. An employee called in to work from 11:30 p.m. to 6:00 a.m. shall be paid the greater of three (3) hours or actual time worked at the regular hourly rate of pay.

c) **Holiday Work**

An employee called in to work on a legal holiday shall be paid the greater of two (2) hours or actual time worked at time and one-half (1 1/2 the regular hourly rate of pay).

d) **Sunday Work**

The District agrees to make a good faith effort in not scheduling work on Sunday's and Holidays.

e) **On Call/Standby**

Employees who are scheduled to be on call/standby shall receive a minimum of 2 hours of pay if called before noon. If ask to stay beyond noon, then they shall be paid a minimum of 4 hours of pay.

7.7 Uniform, Jacket and Safety Shoe Allowance:

1) Each school year the employer will provide to each custodial employee:

   a) A maximum of five uniforms; a uniform consisting of one pair pants and one shirt, as needed. A combination of shirts or pants is acceptable.

   b) One pair of safety shoes.

   c) One jacket.

   The maximum allowance for (a), (b), & (c) above is $275.00 per year.

   Employees will be given the flexibility to purchase items based on their particular needs. In no event will the purchase in a given school years exceed $275.00. The Employer reserves the right to determine what combination of the above meets the professional standards desired by both the employer and employee.

2) The employee is responsible for the cleaning and upkeep of the articles provided by the employer.

3) The following "Uniform Policy" shall be adhered to by all the custodial employees during the duration of this agreement:

   - All permanent employees of the custodial staff will wear a uniform.
   - The uniform will consist of a shirt and pants.
   - The uniform must be worn any time the employee is working for Jamesville-DeWitt. This includes overtime, weekends, holidays and building checks.
   - The uniform must be clean, neat and in proper repair when reporting to work.
   - Any uniform damaged beyond repair (ripped, paint, oil, etc.) as a result of working at Jamesville-DeWitt will be replaced by the district if the damaged uniform is presented to the district.
   - Jamesville-DeWitt will supply uniforms in compliance with the contract.
   - Extra uniforms can be purchased by the employee through arrangements with the district.

- If an employee claims he/she cannot wear the uniform for medical reasons, a doctor's excuse will be provided by the employee.

- If an employee reports to work not in compliance with this policy, then he/she will be subject to the following:

- 1st offense - verbal warning from immediate supervisor.

- 2nd offense - written warning from the Superintendent of Buildings and Grounds.

- 3rd offense - sent home and not allowed to punch in until offense has been corrected.

ARTICLE 8 INSURANCE

8.1 Health Insurance:

a) The employer agrees to offer a basic Health Insurance Program to all full time custodial employees. Effective January 1, 2008, the deductibles will be $100 individual and $300 family.

b) The plan shall be Blue Cross-Blue Shield Region wide I, Select Blue Surgical/Medical, or equivalent.

c) Drug Benefit – Effective November 1, 2014, the Plan shall include a three tier drug benefit with drug co-pays ad follows:

- Tier One - $0.00 (30 day supply)
- Tier Two - $15.00 (30 day supply)
- Tier Three - $30.00 (30 day supply)
- Tier One Mail Order - $0.00 (90 day supply)
- Tier Two Mail Order - $30.00 (90 day supply)
- Tier Three Mail Order - $60.00 (90 day supply)

d) Employees hired before the day following approval of both parties, which approval was completed November 6, 1995, shall continue at the following participation levels:

- Individual Coverage - 90%: 10% of premium
- Family Coverage - 90%: 10% of premium

e) Employees hired on or after November 7, 1995 shall be governed by the following participation levels:

- Individual Coverage - 85%: 15% of premium
- Family Coverage - 85%: 15% of premium

f) The employee shall be responsible, through payroll deduction, for the premium due as per rates established by the Cooperative Health Insurance Fund of C.N.Y.

g) For those employees electing to participate in an H.M.O. Health Insurance Plan, it is understood that the School District will contribute the identical dollar amount contributed for employees enrolled in the Blue Cross/Blue Shield Plan when H.M.O. premiums exceed the premium paid to the Blues.

h) The District has agreed to set up some form of communications to notify the membership of when any change occurs in the cost of the Health Insurance premiums.

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) The employer agrees to continue the current participation levels:

- Individual Coverage - 90:10
- Family Coverage - 65:35

d) The employee shall be responsible, through payroll deduction, for the premium due the dental insurance provider.

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.

8.4 Best-Flex Program:

Employees in this unit may participate in the Best-Flex Program. The employer agrees to pay the prevailing administrative charges.

8.5 SICK LEAVE BANK AND DISABILITY INSURANCE:

The following sick leave bank shall be utilized solely for the purpose of providing coverage, which will bridge the gap between the use of sick days and the implementation of disability insurance.

The sick leave bank committee shall consist of two (2) union representatives appointed by the custodial union president and one (1) District representative appointed by the Superintendent. The committee shall provide the authorization forms for participation in the sick leave bank and shall monitor the activity of the sick leave bank.

To establish the sick leave bank, each bargaining unit employee who wishes to participate in the bank shall contribute at least two (2) days of his/her available sick leave to the bank using forms provided by the sick leave bank committee.

To draw from the sick leave bank, the employee must:

- have made a contribution to the sick leave bank from his/her own available sick leave.
- have utilized all current and accumulated sick leave entitlement available to him/her.
- submit request for use of sick leave bank to sick leave bank committee.
- provide such medical evidence as may be required to begin application for he District long-term disability benefit.
- Those who are granted days from the bank, but are not disabled for qualification under the disability policy, will pay back the bank in leave credits on a schedule established by the sick bank committee.

The accumulated total of the sick leave bank shall be maintained through the combined efforts of the Union and the District:

- Days contributed to the sick leave bank by any member of the bank who later elects to discontinue his/her participation in the bank shall remain in the bank. Sick days will not be restored to the individual credit of the member.

- Once each year, before October 15, the sick leave bank committee may solicit new members for the bank from among the members of the bargaining unit who are not participants of the bank. Such new members shall be entitled to full privileges of the bank upon contributing at least two (2) sick leave days from their individual entitlement. Custodians new to the District who commence employment after October 15 may join the bank within thirty (30) days of their employment by contributing two (2) days.

ARTICLE 9 WORK SCHEDULES AND RESPONSIBILITIES

9.1 Work Year:

Fifty-two (52) weeks, July 1 - June 30; eight (8) hours per day; forty hours per week; total annual estimated hours - 2,080 (40 X 52).

9.2 Rest Periods:

Full-time employees are entitled to two (2) 15 -minute rest periods each day, except in emergency situations, to be scheduled at the reasonable discretion of the supervisor, such rest period to be taken away from the immediate work site, so as to avoid distracting other employees.

9.3 Duties and Responsibilities:

a) A statement of duties and responsibilities for custodial employees covered by this Agreement (consistent with N.Y. State Civil Service) shall be provided to employees upon request from the Superintendent of Building and Grounds.

b) Employees shall agree to observe the duties and responsibilities as identified prior to accepting appointment to a given position.

c) Each employee shall have the right to discuss the duties and responsibilities of the position with the immediate supervisor and make suggestions concerning proposed changes.

9.4 Evaluation Procedure:

a) Each Employee shall receive a written performance appraisal at lease once a year. A new employee shall receive a written performance appraisal at the end of the probationary period.

b) Criteria will be set by the District by which a custodial employee's work performance will be evaluated. Each custodial employee will be evaluated annually according to these criteria and informed in writing of the results. The employee will be given the opportunity to review the evaluation with his/her supervisor.

c) Evaluation of Head Custodians - The building principal will participate in the review meeting, together with the Superintendent of Buildings and Grounds, and will initial the written evaluation to signify such participation.

ARTICLE 10 LEAVES

10.1 Sick Leave:

a) An employee, while on payroll, will earn one day per month for personal illness unused sick days are cumulative.

b) All employees will be allowed up to 5 days sick leave for family illness. Family illness shall be considered the need to care for immediate family members. Unused days are cumulative to the employee's sick leave.

c) The total of a and b above is seventeen (17) days per year for twelve (12) month employees; prorating as may be necessary.

d) Unused days of sick leave shall accumulate to a maximum of 240 days.

e) In the event that after 3 days there is a question regarding the propriety of an employee's reported illness, the District may require verification of the illness by a physician. The District may also require a doctor's statement before permitting the employee to return to work following an illness or an accident. This section shall also apply to absences pursuant to, and returns to work following, a Family and Medical Leave Act leave.

f) When an employee is absent from work because of extended personal illness or accident, it is her/his responsibility to notify the immediate supervisor, as soon as

possible, and to keep the supervisor informed monthly stating the probable date of return to work. In addition, the employee will provide a minimum of three (3) working days' notice of exact date of return. Without such notice, reemployment may be delayed.

Sections e and f shall also apply to absences due to Workers' Compensation, (Section 10.2, below).

g) An accounting of accumulated sick leave will be given to each employee at the beginning of each fiscal year. Sick leave use shall be credited and recorded in 4 hour increments. Each school year, one sick leave day may be credited and recorded in 2-hour increments.

h) The District shall designate an individual to be contacted in each building when an employee calls in sick. A copy shall be given to each employee.

i) Employees will be allowed to use up to five (5) sick days without loss of pay on account of death in the immediate family. Immediate family is understood to include a parent, grandparent, guardian, spouse, child, grandchild, sister, brother and respective in-laws. Employees are allowed to use one (1) day for the death of a close personal friend or family death other than those in the immediate family.

10.2 Workers' Compensation:

a) All "on-the-job" injuries should be reported within 24 hours to the appropriate supervisor.

b) An employee 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.

c) If lost time results from a compensable "on-the-job" injury or illness, the employee may choose to be compensated at full pay until s/he exhausts all accrued sick leave days. If and when the Workers Compensation Board issues a finding that the injury or illness is compensable, the employee's sick time will be restored to the equivalent of the amount of money reimbursed to the District by the Workers Compensation Board.

d) If the employees makes use of her/his sick leave while suffering from a compensable illness or injury, and should that sick leave become exhausted, the employee will be compensated in accordance with the rules and regulations of the Workers Compensation carrier.

10.3 Personal Leave:

a) Each employee shall have three (3) days available per fiscal year.

b) All unused personal leave will be added to the employee's accumulated sick leave at the end of the fiscal year.

c) Where requests for personal leave would, if approved, prohibit the District from maintaining minimum staffing requirements, such requests will be considered in the order received in each affected location.

d) Personal business leave use shall be credited and recorded in four hour increments. On an annual basis, the equivalent of two (2) personal days may be credited and recorded in two (2) hour increments.

e) No reason need be given for the use of personal days, although it is understood that a personal day is designed to be used for the conduct of personal business, which cannot be transacted at another time. Personal days cannot be used for the purpose of extending a holiday or school vacation period.

10.4 Work/Absence - Emergency Closings:

In the event a school is closed for instructional purposes due to an emergency, employees will make a reasonable effort to report to work. Employees who cannot report to work will have the day charged against accumulative personal or vacation. An employee may choose to have the day charged as a deduct day. Should an employee report to work on such a day, and be allowed to leave work prior to the end of her/his shift, s/he shall be paid for the full shift.

10.5 Jury Duty:

a) An employee required to serve jury duty during regular working hours shall receive his/her regular rate of pay. No deduction from accumulated paid leave time shall be made for such service.

b) The employee shall not be required to refund mileage, meal, or lodging expense payments to the District.

c) On any day the employee is on call for jury duty, s/he will report to work until and unless needed for such duty.

10.6 Unpaid Leaves of Absence:

a) An unpaid leave of absence may be granted at the discretion of the Board of Education. A verified leave for FMLA will be granted for up to the 12 weeks per year guaranteed by the statute.

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 §10.1.e and 10.1.f 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 FMLA leave, layoff, or disciplinary suspension. Seniority earned before the leave of absence will be restored to the employee upon his/her return to work.

10.7 Family and Medical Leave Act:

a) Sick leave shall run concurrently with FMLA for qualifying absences beginning with the fourth (4th) consecutive day of absence in any year. (a "year" is defined in S10.7.d below)

b) Family leave for parents, spouses, and children shall run concurrently with FMLA. Family Leave for the other relatives listed in the collective bargaining agreement, but not covered in the Act, shall not be required to be used concurrently with FMLA, but can be used at the employee's option.

c) Personal Leave, and paid vacation leave, if any, shall not be required to be used concurrently with a FMLA absence, but can be used as part of the FMLA absence, at the employee's option.

d) FMLA "year" shall be the fiscal year, July 1 - June 30.

e) When an employee notifies the District that s/he is out, or expecting to be out, on a qualifying absence, the District Office will then look back to the immediately preceding July 1 (see "year" above) and count all absences of four (4) consecutive days or longer (paid or unpaid sick leave, or other qualifying absences such as child-rearing leave) against the total of 12 weeks (60 workdays) available for that

year. All such absences will then count as part of the 12-week total for that employee for that fiscal year.

10.8 Holidays

12 paid holidays per fiscal year for 12-month employees.

1) Twelve fixed holidays as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	President's day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day

2) When either or both of the two Jewish holidays (Rosh Hashanah and/or Yom Kippur) are designated as a day off for the instructional staff, custodians will have that day(s) as a paid holiday.
3) Fixed holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observe the following Monday.

4) Legal holidays occurring within the calendar year shall be observed by all employees on the actual days on which the holidays occur or rescheduled.

5) In the event it is necessary to schedule student attendance on a holiday, the day will be considered a normal work day, not subject to overtime compensation in accordance with Article 7 Section 6.a. In this event, employees are entitled to a day's compensatory holiday to be scheduled with the advance approval of the immediate supervisor.

6) To be eligible for holiday pay, an employee must be on paid status (working or on approved paid leave) the work day before and the workday after the holiday.

ARTICLE 11 VACATIONS

11.1 New entrant employees shall earn vacation time in accordance with the following schedule:

Employment Date	Vacation Time Earned
7/1 - 12/31	10 days
1/1 - 1/31	5 days
2/1 - 2/28	4 days
3/1 - 3/31	3 days
4/1 - 4/30	2 days
5/1 - 6/30	None

11.2 Full time employees with one year or more of service shall earn vacation in accordance with the following schedule:

The completion of 1 year through the completion of 4 years - 10 days
The completion of 5 years through the completion of 9 years - 15 days
The completion of 10 years through the completion of 19 years - 20 days
The completion of 20 years and over - 25 days

11.3 Under normal circumstances, 12-month employees shall submit requests for July or August vacation time between May 1 and May 15. Requests for September 1 through June 30 vacation time, of one week duration or more shall be submitted twenty (20) days in advance and requests for such vacation of 1-4 days duration shall be submitted ten (10) days in advance. Supervisors shall respond to requests within five (5) days of receipt. No guaranteed approval is implied. Timely request for vacation will be given preference over conflicting requests, which are submitted after filing deadlines.

Where minimum staffing levels are maintained, supervisors will not arbitrarily withhold approval of requested vacation time. Where all other factors are equal, seniority shall be the determining factor in the award of timely vacation requests.

11.4 Beneficiary:

In the event of the death of an employee, the District will pay to that employee's beneficiary any earned, unused vacation credit, which would have been due the employee. The employee will designate the beneficiary on a form to be provided by the District. It is the responsibility of the employee to notify the District through this form should s/he want to change the beneficiary.

11.5 Holidays:

If a holiday occurs during an employee's vacation period, such holiday will not count as a vacation day and the employee will be entitled to an additional day off with pay at a time mutually agreeable between the District and the employee.

11.6 Service:

For the purposes of 11.1, an employee who commenced full-time employment with the District on or before January 1, will be credited with one fiscal year of service the following July 1.

ARTICLE 12 SENIORITY

12.1 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.

12.2 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.

12.3 Seniority shall be FROZEN during the following events:

a) Any unpaid leave of absence of one month (20 workdays) or longer.

b) Any layoff. When the employee returns to work, his/her seniority is restored, but no seniority shall be earned during the time off the job.

12.4 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

12.5 Promotions, Transfers and Upgrades:

Promotions, transfers and upgrades shall be made on the basis of employee qualifications. When more than one applicant is deemed qualified by the District, and then seniority shall prevail.

12.6 Layoff:

a) In all cases of layoffs, job classification seniority in the classifications listed in 12.7.2 shall govern, with due consideration for the ability of remaining employees to perform the particular job. When the District rehires any employee in any job classification, employees on layoff from said job classification shall be rehired in reverse order in which they were laid off. In the event the District needs additional employees in said classification, it shall then offer such work to employees on layoff in other job classifications in accordance with their District seniority, provided such employees are capable of performing the available work.

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 or exercise the bumping procedure as follows:

12.7 Bumping:

a) An employee's overall seniority as set forth in 13.1 and 13.2 above would apply for purposes of bumping into a lower classification.

b) Under no circumstances will the laid off employee be permitted to bump into a higher classification. For the purpose of this article, the order of classification in descending order, are:

Custodian II
Custodian I
Custodial Worker II
Custodial Worker I

c) A laid off employee must notify the personnel office within seventy-two (72) hours of receiving a layoff notice, if the employee intends to exercise bumping rights.

d) The decision to bump rests solely with the laid off employee. If the bumping privilege is not exercised, the District agrees that the laid off employee's unemployment benefits will not be challenged by the District.

12.8 Recall from Layoff:

a) Employees shall be recalled from layoff or returned to jobs from which they were bumped in reverse order of layoff.

b) Competitive class employees, 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 or bumping was effected. 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.

ARTICLE 13 JOB POSTINGS

13.1 Employees covered by this Agreement will have ample opportunity to bid on job openings or new jobs whenever they occur.

13.2 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.

13.3 Any bargaining unit employee applying for a job opening will be interviewed. Following the interview, the employee will be informed of his/her candidate status. The District will not interview any external candidates until the interview process is completed with internal applicants.

13.4 Whenever more than one application for a job opening exists, preference shall be given to the applicant with the greatest seniority providing the qualifications of the applicants as determined by the District are substantially equal. Qualifications in this section mean ability and physical fitness. This section in no way limits management's right to consider an applicant for a position who is currently not an employee of the school district.

ARTICLE 14 TRANSFERS

In the event it becomes necessary to make involuntary transfers of employees, the following procedure will govern:

14.1 Notice of such involuntary transfer will be given to the employee as soon as practicable. Copy of notice will be sent to an employee designated by the Union.

14.2 No involuntary transfer will be made unless there is a meeting between the appropriate supervisor and the employee to be transferred. The reason for the transfer will be given to the employee.

14.3 An employee transferred to a new job at the request of the District will be afforded the opportunity to reapply for the former position when it becomes vacant again.

14.4 An employee involved who objects to said transfer may file a grievance under this contract agreement. Such grievance will be filed directly into the second step of the grievance procedure.

ARTICLE 15 RETIREMENT

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 any employee working full-time. 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 hour's requirements.

15.1 Retirement Benefits

a) Health Insurance Benefit

1) 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 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.

2) 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.

3) A surviving spouse may continue coverage in accordance with the provisions of the COBRA enactment.

b) Unused Sick Days at Retirement

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

Option A: The employer 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.

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 4-j of the NYSERS to a cash stipend at the rate of $30/day.

ARTICLE 16 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 hearing to include the employee and the Superintendent of Buildings and Grounds.

- Leaving one's place of work without permission from the appropriate supervisor or principal.
- Absence from an assigned duty without giving sufficient notice thereof to the appropriate supervisor or principal.
- Habitual lateness or absence without any reasonable cause.
- Doing personal work during regular employment hours.
- Willful disregard of safety rules and regulations.
- Interfering with the work performance of other employees.
- Failure to meet reasonable work standards.
- Intimidation or threatening of other employees.
- Failure to carry out reasonable orders, or insubordination.
- Revealing or conveying confidential information.

- Misrepresentation of facts in obtaining employment.

ARTICLE 17 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 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.

This agreement does not supersede or replace any laws, regulations, or policies, including civil service laws. If any portion of this agreement is or becomes illegal, the remainder of the agreement will not be affected.

ARTICLE 18 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 express provisions of this agreement,

b) "Supervisor" shall mean the employee's immediate supervisor.

c) "Grievant" shall mean the employee filing a grievance.

d) "Superintendent" shall mean the Superintendent of Schools or his/her designee.

e) "Union" shall mean S.E.I.U., Local 200United, or any of its officers from the bargaining unit.

f) "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; setting forth findings of fact and conclusions. Each appeal and each response will be transmitted to the grievant, the Union and the School Business Administrator.

e) The grievant has the right to have a Union representative present during any step of the grievance procedure.

f) Preparation and processing of grievances shall not be conducted during working hours nor interrupt employment activity. There may be occasions when interruption is impossible, and the District may grant an exception.

18.4 Steps and Time Limits

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.

a) Grievances must be filed at the oral step (Step 1) no later than ten (10) working days after the grievant knew or should have known of the event or condition giving rise to the grievance. If the grievance is not satisfactorily resolved at Step 1, or the

supervisor does not does not render his/her decision within the time limit, the grievant may appeal to Step 2.

b) The immediate supervisor must respond within five (5) working days after he/she receives the appeal. If the parties have a meeting, the immediate supervisor must respond within five (5) working days after the date of that meeting.

c) Appeals to the first written step (Step 2) must be made no later than five (5) working days after the attempt to resolve the grievance at Step 1; or within fifteen (15) working days after the grievant knew or should have known of the event or condition giving rise to the grievance.

Step 2--Superintendent of Buildings and Grounds

The grievant shall present his/her written grievance to the Superintendent of Buildings and Grounds. 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 Superintendent of Buildings and Grounds does not render his/her decision within the time limit, the grievant may appeal to Step 3.

a) The Superintendent of Buildings and Grounds must respond within five (5) working days after he/she receives the appeal. If the parties have had a meeting, the Superintendent of Buildings and Grounds must respond within five (5) working days after the date of that meeting.

b) Appeals to Step 3 must be made no later than five (5) working days after the attempt to resolve the grievance at Step 2.

c) A grievance alleging a District-wide action may be filed directly at Step 3.

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.

a) The Superintendent must respond within five (5) working days after he/she receives the appeal. If the parties have had a meeting, the Superintendent must respond within five (5) working days after the date of that meeting.

b) If the grievance is not satisfactorily resolved at Step 3, or the Superintendent does not render his/her decision within the time limit, the grievant may appeal to Step 4.

c) Appeals to Step 4 must be made no later than five (5) working days after the attempt to resolve the grievance at Step 4.

Step 4-Board of Education

The grievant shall present his/her written grievance to the Board of Education by letter to the President of the Board. 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.

a) The Board of Education must respond within twenty (20) working days after it receives the appeal.

b) If the grievance is not satisfactorily resolved at Step 3, or the Board of Education does not render its decision within the time limit, the grievant may appeal to Step 5.

Step 5-Arbitration

a) Within ten (10) days after the decision has been made at Step 4, the grievant may submit the grievance to arbitration by notifying the President of the Board, with a copy to 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.

b) 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.

c) 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. The recommendations of the arbitrator shall be final and binding upon the grievant, the Union, and the District.

c) The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the District and the Union. Each party will pay for its own advocates and representatives, if any.

ARTICLE 19 ENTIRE AGREEMENT

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this agreement. The Union agrees that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this agreement or not, nor will negotiations be reopened on the impact of any permissible management action, during the life of this agreement. The operating of schools and the direction of staff are vested exclusively in the Board of Education.

ARTICLE 20 DURATION

This agreement shall commence on July 1, 2014 and shall remain in full force and effect until June 30, 2016. 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 General Service Employees 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For the District Date

For the Union Date

Salary Schedule (Appendix A)
SEIU LOCAL 200UNITED Custodial Unit & Jamesville Dewitt Central School District

Fiscal Year		14/15	15/16	
Custodial Worker I	Entry Rate	$13.93	$14.62	
	Years 1 – 5	$17.47	$18.22	
	Years 6 – 10	$17.90	$18.74	
Custodial Worker II	Entry Rate	$15.53	$16.28	Or if a promotion, $1.25 more
	Years 1 – 5	$19.87	$20.79	than employee's immediately
	Years 6 – 10	$20.26	$21.19	prior rate
Custodian I	Entry Rate	$17.57	$18.40	
	Years 1 – 5	$22.34	$23.35	
	Years 6 – 10	$23.23	$24.27	
Custodian II	Entry Rate	$20.83	$21.78	Or if a promotion,$1.25 more
	Years 1 – 5	$24.89	$25.99	than employee's immediately
	Years 6 – 10	$26.77	$27.94	prior rate
Part-Time Custodian Rate		$ 9.48		$.25per hour increase for each year worked under the contract