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BC/4735



Agreement

Between the

*Service Employees International Union
Local 200 United, S.E.I.U., AFL-CIO
Service and Maintenance Unit*

and the

Central Square Central School District

July 1, 2006 - June 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

67

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AGREEMENT

This Agreement is made by and between the *Central Square Central School District* hereinafter termed the “***District,***” and the *General Service Employees’ Union, Local 200 United SEIU, AFL-CIO* of Syracuse, New York hereinafter termed the “***Union.***”

ARTICLE 1

Recognition and Union Status

- 1.1** The District recognizes the Union for the purpose of collective bargaining for all regular employees in the job titles of: Head Building Custodian, Building Custodian, Custodial Worker, Maintenance Mechanic I, Maintenance Worker, Senior Groundsperson, Groundsperson, Night Lead Cleaner, and Messenger.
- 1.2** Should any new job titles be created during the life of this Agreement which encompass the range of duties performed by members of this bargaining unit, the District will confer and notify the bargaining unit of such titles.
- 1.3** During the duration of this Agreement, the District agrees to negotiate exclusively with the Union.

ARTICLE 2

Dues Deduction

Application and Dues Deduction Authorization Form

I, the undersigned, hereby make application for membership in the S.E.I.U., Local No. 200 United, and when accepted into membership do hereby agree to abide by its Constitution and Bylaws, and herewith designate the S.E.I.U., Local No. 200 United, and its duly authorized Representatives, as my sole collective bargaining Agent.

I further authorize my Employer to deduct from my earnings all dues and initiation fees for which I am obligated or shall become obligated by virtue of my membership in said Union, and to pay the same to Local No. 200 United, through the Secretary-Treasurer or any duly authorized representative of said Local Union.

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

Name Date

Signature of Member

Street

City State Zip

Social Security Number

Name of Employer

Article 2 (continued)

- 2.1** The Superintendent of the Central Square School District agrees to deduct from salaries of its employee's membership dues or representation compensation (agency) fee and any initiation fee for the Union. The Union agrees to administer any refunds for such fees as may be required under law.

The Union will certify to the Superintendent, in writing, the current rate of its membership dues or representation compensation (agency) fee and any initiation fee. If the Union changes the rate of its membership dues or representation compensation (agency) fee and any initiation fee, it will give the Superintendent thirty (30) days notice prior to the effective date of such change.

Deductions will be made in the following manner. The total annual membership dues or representation compensation (agency) fee, as certified above, will be deducted in twenty-four (24) equal installments, beginning with the first payroll period in July. The Union will provide the Superintendent with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Superintendent to deduct dues for the Union.

New employees to the District hired after the beginning of the deduction period will have deductions made according to an individual pro-rated schedule.

Within six (6) weeks of ratification of this Agreement, the District will print and distribute copies of this Agreement to all covered employees.

- 2.2** The District agrees to provide all new employees with a copy of the Labor Agreement upon completion of their probationary period.
- 2.3** The District agrees to make available a copy of the approved and ratified Board of Education minutes to the President of the Bargaining Unit as soon as they are available.
- 2.4** Effective January 1st and September 1st of each calendar year, the District will supply to the Union a complete list of bargaining unit employees including their date of hire and classification.
- 2.5** The District agrees to notify the Union of newly hired or terminated employees on a monthly basis.

Article 3

No Strike Pledge

- 3.1** The Union hereby affirms a policy that it does not assert the right to strike against the school system, nor will it assist in or take part in any such strike by the employees, nor will it impose any obligation on such employees to conduct, assist, or participate in a strike.

ARTICLE 4

Management Rights

- 4.1** The Union recognizes the exclusive right and authority of the District to manage its operation and conduct its business. In no way will it interfere with the District's decision-making process.
- 4.2** It is understood and agreed that all rights, powers, or authority the District had prior to signing this Agreement are retained by the District except those specifically abridged, deleted, or modified by this Agreement.

ARTICLE 5

Negotiation Procedure

- 5.1** The parties hereby agree that no later than March 1, prior to the expiration of the contract period of this Agreement, they will enter into collective bargaining negotiations.
- 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 the employees of the Central Square School District who hold membership in the Union.
- 5.3** The term "collective bargaining" shall include conditions of employment as interpreted under the Taylor Law.
- 5.4** The District agrees that it will make available to the Union a copy of the budget when it becomes public.

ARTICLE 5 (continued)

- 5.5** If an agreement is not reached by May 1, either party may request the PERB assist the parties in making a settlement. As a result of such assistance, it is agreed that the areas of disagreement will be stipulated and that mediation and/or fact-finding will be requested of PERB by the parties.
- 5.6** If any provision 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.

ARTICLE 6

Grievance Procedure

- 6.1** It is the purpose of this procedure to secure equitable solutions to alleged grievances of the employees through procedures under which they may present grievances.
- 6.2 Definitions**
- A. A Grievance is a claim by a member of the Union that alleges a violation of an express provision of this Agreement.
 - B. Supervisor shall mean any immediate supervisor or other administrator or supervisory office responsible for the area in which an alleged grievance arises, except for the Superintendent.
 - C. Superintendent shall mean the Superintendent of Schools or other person appointed to act on his behalf.
 - D. Aggrieved Party shall mean any person/s in the unit filing a grievance.
 - E. Hearing Officer shall mean any individual/s charged with the duty of rendering decisions at any stage of a grievance hereunder.

ARTICLE 6 (continued)

6.3 Procedures:

- A. All grievances shall include the name and position of the Aggrieved Party, the identity of the provision of the Agreement involved in the said grievance, the time when and place where the alleged events or conditions constituting the grievances existed, the identity of the party responsible for causing the said events or conditions, if known to the Aggrieved Party, and a general statement of the nature of the grievance and the redress sought by the Aggrieved Party.
- B. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact and conclusions therefor. Each decision will be transmitted to the involved parties.
- C. If a grievance affects a system-wide action, it may be submitted by the Union directly at Stage Two.
- D. The preparation and processing of grievances shall not be conducted during the hours of employment and shall avoid interruption of employment activity. There may be occasions when this is impossible, and the District may grant an exception.

6.4 Stage One – Immediate Supervisor

Upon receipt of the written grievance, the aggrieved party's supervisor will schedule a meeting with the aggrieved party within five (5) workdays. The Supervisor will respond to the grievance in writing after such meeting. The letter from the supervisor should be sent within ten (10) workdays of his/her receipt of the original grievance.

6.5 Stage Two – Superintendent

If the aggrieved party is not satisfied with the Stage One decision, he/she may file a written appeal within ten (10) workdays with the Superintendent. The Superintendent or his designee shall review the grievance with the grievant and shall render a written decision within fifteen (15) workdays.

6.6 Stage Three – Arbitration

If the decision by the Superintendent is not satisfactory and the grievance is not resolved, the employee and/or the Union may within fifteen (15) workdays submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The District and the Union will share equally the cost of the arbitrator.

ARTICLE 6.6 (continued)

The arbitrator's decision will be binding in all cases except those cases involving federal or state law and/or rules, regulations or decisions of the Commissioner of Education. The arbitrator shall have the power to interpret any provision of this agreement, but shall have no power to add to, subtract from or change any provision of this agreement. The preceding statement is in no way intended to limit the remedial power of the arbitrator.

ARTICLE 7

Discipline and Discharge

- 7.1 The District agrees that no employee who has completed the probationary period as a regular employee shall be subject to disciplinary action or discharge without bonafide and adequate cause. Any inquiry into the question of bonafide and adequate cause shall be limited to a determination whether or not the actions of the District were arbitrary, capricious, or unreasonable.
- 7.2 Upon quitting, discharge, or other separation from employment, the District shall pay all money due the employee by the end of the pay period next following the terminating date of his/her services.
- 7.3 An employee shall return to his/her immediate supervisor any school property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear accepted, prior to receiving his/her 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.
- 7.4 The employees agree to train the respective replacement for a period of at least one (1) week during the last two (2) weeks of employment if requested to do so by the District.
- 7.5 Any employee will give the District two (2) weeks notice prior to terminating his/her employment. The District will give the employee two (2) weeks notice prior to terminating his/her employment. This section does not apply to dismissal for disciplinary actions.
- 7.6 Any employee disciplined or discharged shall be entitled to file a grievance under the grievance procedure contained in this Agreement
- 7.7 The District and the Union agree to adhere to the Disciplinary Procedures as outlined in the District's Rules and Discipline Procedures Booklet, Maintenance Department. The District further agrees to notify and confer with the Union when the aforementioned document is altered in any way. It is also agreed that the District will provide a copy of

ARTICLE 7.7 (continued)

this booklet to each employee in the unit upon completion of their probationary period or upon request.

ARTICLE 8

Seniority

- 8.1** Seniority shall begin with the date of appointment to a vacant regular position by the Board of Education in a job classification of this unit and shall be based on continuous employment with the District, with the exception of a leave of absence granted by the Board of Education. If there is a common Board of Education appointment date, date of seniority will be determined by order of names of the individuals on the board agenda.
- 8.2** In all cases of layoff, job classification seniority will govern with due consideration for ability to perform the particular job. When the employer rehires any employees 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 employer needs additional employees in said classification, it shall then offer such work, up to one year to employees on layoff in other job classifications in accordance with their employee seniority, provided the District determines such employees are capable of performing the available work.

ARTICLE 9

Equipment

- 9.1** Under no circumstances will an employee be required to work in known violation of any applicable statute or court order, or in a known violation of a government regulation relating to safety of person or equipment.
- 9.2** Employees shall immediately, or at the end of their shifts, report in writing 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 will not ask or require any employee to use equipment that has been reported in writing by any other employee as being in 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.
- 9.3** All equipment, which in the judgement of the appropriate supervisor, is not mechanically sound or is unsafe shall be appropriately tagged so that it will not be used by other employees until properly repaired.

ARTICLE 10

Uniforms and Tools

- 10.1** The District agrees to reimburse employees in the job classification of Groundsperson and Maintenance Worker for clothing and tools up to \$140.00 upon receipt of proof of purchase.
- 10.2** A set of coveralls and one set of the insulated coveralls will be available in each building for use by employees in case of need.
- 10.3** The District will provide stationary power tools and such specialized tools as may be required to adequately perform the various tasks.
- 10.4** Foul weather gear will be provided to Groundspersons and Maintenance Workers.

ARTICLE 11

Job Posting

- 11.1** Employees in this unit will have an opportunity to bid on job openings within the unit whenever they occur. Such opening shall be posted within seven (7) days from the time of the vacancy.
- 11.2** All non-instructional job openings with the District shall be posted in each building for at least five (5) working days prior to the selection of an employee to fill such job(s).
- 11.3** The posting shall include the job title, the qualifications for the job, and the rate of pay.
- 11.4** When more than one applicant for a job opening exists, qualifications will be considered. Then if all factors are equal, seniority shall be the deciding factor. The District agrees that all employees who properly bid on a job per this article will receive a formal job interview.

ARTICLE 12

Physical Examination

- 12.1** At the District's discretion, employees of the unit may be required to have an annual physical examination. The employee will submit the results of the said examination on the form provided by the District immediately to the District.

ARTICLE 12 (continued)

- 12.2** Employees shall receive said physical from one of the District's physicians at no charge to the employee.
- 12.3** An employee who chooses, may receive the required physical examination from a physician of his/her choice and will be reimbursed \$5.00 toward the cost of the required physical examination provided such application for reimbursement is made to the personnel office and the completed examination is turned into the personnel office.
- 12.4** If, after initial employment, the District mandates a physical examination, the District will pay for the examination cost.
- 12.5** Employees who are required to obtain physicals for asbestos related work will obtain such physical from Industrial Medical Associates of Syracuse or equivalent facility, at the District's expense.

ARTICLE 13

Visitation

- 13.1** Employee unit representatives shall have the right to visit the District and discuss business with District employees as long as they confine their discussion to business and it does not interfere with the job responsibilities of the employee.

ARTICLE 14

Bulletin Board

- 14.1** The District will furnish a bulletin board in each building at a convenient location for Union announcements, job postings, meeting notices, and Civil Service Tests.

ARTICLE 15

Conferences

- 15.1** Employees shall be paid for any conferences that the District requires them to attend. The District will be responsible for all normal expenses, which result from attendance. Whenever possible, the attendance will take place on the Superintendent Conference Day and compensation will be at the regular rate of payment.

ARTICLE 16

Payroll Deductions

- 16.1** The District will deduct from the employees' pay the cost of one U.S. Savings Bond per month on request after completion of the proper authorization forms.
- 16.2** Application for the Bond-a-Month must be made in the June preceding the deduction year, and not change during the year.
- 16.3** Deductions may be authorized to a single credit union, Oswego Teachers Federal Credit Union # 14436.
- 16.4** The District agrees to arrange for direct deposit in a bank for its employees.

ARTICLE 17

Jury Duty

- 17.1** An employee required to do jury duty on a workday shall receive for each day served their regular rate of pay. Per diem compensation received for such jury duty shall be retained by the employee.
- 17.2** Time lost will not be deducted from any leave time.
- 17.3** If the employee does not physically serve, he/she is required to return to work. However, should an employee actually report for jury duty, he/she will not be required to return to work.

ARTICLE 18

Contracting and Subcontracting

- 18.1** If, during the duration of this Agreement, the District determines to contract or subcontract any or all of the operations performed by members of this bargaining unit, the District shall negotiate the impact (as defined by New York Public Employment Relations Board) of such decision upon the members of this bargaining unit.
- 18.2** Casual employees who are used more than ninety (90) working days per year will become members of the bargaining unit. Casual employees are defined as employees who perform bargaining unit work. This does not include substitutes who are replacing bargaining unit employees.

ARTICLE 19

Leave of Absence

- 19.1** Requests in writing for a leave of absence up to one (1) year in duration may be granted upon recommendation of the Superintendent and approval by the Board of Education. Such leave will be without pay and benefits.
- 19.2** Benefits will not be accrued during leaves of absence.
- 19.3** At the expiration of said leave of absence, the employee will be returned to a position in the class of employment in which he/she served at the time of leave commencement.

ARTICLE 20

Retirement

- 20.1** All regular employees covered by this Agreement must join the New York State Employees' Retirement System.
- 20.2** For employees hired prior to July 1, 1973, the "25" year career non-contributory plan (75e or 75i if member has 20 or more years of service) shall be in effect.
- 20.3** For those employees hired after July 1, 1973 and prior to June 30, 1976, the New York State Employees' Retirement Plan as designated in Section 448 of the Retirement and Social Security Law shall be in effect
- 20.4** For those employees hired after July 1, 1976, the contributory plan defined by Chapter 890 of the Laws of 1976 (Article 14 of the Retirement and Social Security Law) or succeeding plans as adopted by the New York State Legislature shall be in effect.

ARTICLE 21

Health Insurance

- 21.1** The District will participate in the Blue Cross/Blue Shield of Central New York (Syracuse Plan) offering Blue Cross/Blue Shield and major medical or other insurance plans coverage to current employees and future retirees.
- 21.2** The District shall pay the following amount in accordance with the regular scheduled workweek of the employee involved.

ARTICLE 21 (continued)

<u>Hours Regularly Contribution Scheduled</u>	<u>District Contribution to Individual Coverage</u>	<u>District to Dependent Coverage</u>
35+	95%	95%
30 - 34	95%	90%
25 - 29	90%	85%
20 - 24	85%	80%
All Others	None	None

- 21.3** The liability of the District shall be limited to those employees who actually enroll in the plan.
- 21.4** Enrollment in the plan shall be limited to those periods prescribed by the agreement with the insurance carrier.
- 21.5** Employees who have coverage in any other manner, other than actually paying for their own coverage, may waive their right to be covered by the District.
- 21.6** If husband and wife are employed by the District, the District agrees to pay 100% of the Family Plan.
- 21.7** The School District will pay 50% of the total cost of the individual retiree coverage and will pay 35% of the total cost for additional individual or family coverage for present and future bargaining unit retirees. This will be according to current practices as already instituted by the District.
- 21.8** For all employees eligible for health insurance, the District will make an annual contribution for the purpose of allowing the employee to participate in an approved group dental insurance plan if he/she so chooses. Employees choosing not to participate in the plan above will be given \$100 annually in lieu of dental insurance. The District contribution for those electing coverage shall be:

	<u>2001</u>	<u>2002</u>	<u>2003</u>
Employee Basic & Prosthetic	\$127	\$133	\$211
Employee Basic & Prosthetic + One Dependent Basic	\$194	\$200	\$253
Employee Basic & Prosthetic + Family Basic	\$250	\$256	\$313

ARTICLE 22

Leave With Pay

Bereavement and Family Illness

- 22.1** A total of four (4) days with pay per year shall be granted for serious illness or death in the immediate family (father, mother, sister, brother, son, daughter, grandparents, grandchildren, spouse, mother-in-law and father-in-law.) Bereavement/Family Illness Leave is not accumulative.
- 22.2** One (1) day of the four (4) days may be granted for deaths of other close relatives.
- 22.3** In instances of death in the immediate family as listed in 22.1, the Superintendent, at his discretion, may grant additional days when needed.

Personal

- 22.4** Three (3) days with pay per year shall be granted for personal leave purposes. Personal leave purposes shall be defined as business that cannot be attended to during non-working hours, that is, appointments beyond the control of the employee.
- 22.5** It is the specific intent that the leaves provided in this section are not granted for the purpose of a "day off" or holiday or to supplement a legal holiday or vacation. Abuse of this privilege shall be cause for appropriate disciplinary action.
- 22.6** All unused personal leave days will be added to accumulated sick leave at the end of the fiscal year.
- 22.7** Unit members will utilize form as attached (see Appendix B).

ARTICLE 23

Sick Leave

- 23.1** Sick leave will be granted without loss of pay on the basis of one (1) day per month for employees accumulative to 250 days effective July 1, 1997.
- 23.2** Sick leave shall be awarded on the basis of one (1) day being equivalent to the average number of paid hours in a normal day for the individual. Sick days will be awarded on the first day of each month.
- 23.3** An accounting of accumulated sick leave will be given to each employee at the beginning of each school year.
- 23.4** On retirement under provisions of the New York State Employees' Retirement System each day of unused sick leave accumulated at the time of retirement will be converted to a per diem amount to be paid to the retiree at the time of retirement at the rate of \$35.00 per day effective July 1, 2001 through June 30, 2004.
- 23.5** In the event of death of an employee, the District will pay to the employee's beneficiary any earned unused sick leave, which should be due (as named under the N.Y.S.E.R.S.)

ARTICLE 24

Holidays

- 24.1** All full-time twelve (12) month employees will receive thirteen (13) paid holidays.
- 24.2** It is understood that the days that are actually declared as holidays will be determined by the District, with such determination being made prior to the commencement of the school year.
- 24.3** In the event that school must be held on one of the previously scheduled holidays, all employees shall be required to work on the scheduled holiday and shall receive an additional day off with pay at some future time which will not conflict with the operation of the schools.
- 24.4** Holidays shall be: Independence Day, Labor Day, Columbus Day, Thanksgiving Recess, Christmas Recess, New Year's Day Recess, President's Birthday, Martin Luther King Day, Good Friday and Memorial Day (total 13 days). All of the above named holidays will be designated in accordance with the school calendar for each year of this agreement.

ARTICLE 25

Vacations

- 25.1** All twelve (12) month employees will receive ten-(10) days vacation with pay after one (1) year of employment, to be taken when school is not in session.
- 25.2** All twelve (12) month employees will receive fifteen-(15) days vacation after seven (7) full years.

In addition, after 15 years of service and effective for the 16th year of service, employees will increase vacation days according to the schedule below.

<u>Years Of Service</u>	<u>Vacation Days</u>
16	16
17	17
18	18
19	19
20	20

- 25.3** In the event of the death of an employee, the District will pay to the employee's beneficiary any earned, unused vacation credit, which would have been due the employee.
- 25.4** 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 employer and employee.
- 25.5** Vacation generally may be taken when school is not in session. Vacation may be taken at other times with the approval of the employee's immediate supervisor.
- 25.6** Any employee hired between July 1 and December 31 of any year will be given credit for ten-(10) days vacation for the school year of employment. Anyone hired between January 1 and June 30 of any year will have vacation pro-rated at the rate of one (1) day per month. The School District retains the right to limit the number of employees who are absent because of vacation subject to the requirement of the School District.

ARTICLE 26

Employee Protection

- 26.1** If an employee is injured on the job, he/she will seek medical attention if he/she so requests or if deemed advisable by the appropriate supervisor. An accident report must be filed by an employee and his/her immediate supervisor as soon as practicable after the occurrence of any accident, but no later than one (1) working day. Any employee who is injured on the job shall not, as a result of such injury, lose seniority or other benefits.

ARTICLE 27

Pay Days

- 27.1** Paydays shall be every two (2) weeks with the base date being established in accordance with the first day in July. If there is a need to adjust the pay schedule for any reason, the District agrees to notify and confer with the Union in advance for the purpose of effecting an equitable solution for both parties.
- 27.2** The District agrees to establish a list of locations where employees can pick up their paychecks on paydays. It is further understood that paychecks will be kept accessible to the employees from 1:00 p.m. until the end of the District Office's normal workday, unless other arrangements are made in advance.

ARTICLE 28

Past Conditions

- 28.1** No provisions of this Agreement will be construed as to lower the hourly rate of any position covered by this Agreement.
- 28.2** No part of this Agreement shall be construed as to preclude the School District from giving any further benefits to its employees.
- 28.3** If either the District or Union wishes to alter any present terms and conditions of this employment, the District and Union shall, with mutual agreement, meet for the purpose of resolving the issue or issues.

ARTICLE 29

Wages

- 29.1** Wages shall be paid in accordance with the salary schedule attached hereto and made a part hereof (Appendix A).
- 29.2** All employees shall be provided with a statement of gross earnings and a statement of deductions taken. Hourly employees shall be provided with a statement of hours worked for each pay period.
- 29.3** An employee temporarily assigned by the appropriate supervisor to a position of greater responsibility which pays a higher rate of compensation than his/her regular position, will receive the rate of the higher paying position.

ARTICLE 30

Work Day, Work Week

- 30.1** Normally, the workweek will be from Monday to Friday. Except for emergencies, a twenty-four (24) hour notice will be provided in the event there is a change in the work schedule. Additional exceptions may be for seasonal outdoor work and for sport seasons.

Effective July 1, 1999 the District shall have the right to fill vacancies and new positions with employees whose regular work week shall include Saturdays (with fixed shifts, buildings, and regular days off), providing it fills such positions with new hirees (after July 1, 1999) or volunteers.

The District will not expand the workload of the employees due to implementations of the six-day schedule.

Current employees as of July 1, 1999 will be grandfathered in on a Monday through Friday workweek. Sunday Building Checks will remain as stated in Article 32.6; all new positions will be posted – shift, days, job rates, qualifications – with a 7-day posting.

- 30.2** It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency. Any employee called for work at a time when he/she is not normally working shall be guaranteed two- (2) hours pay.

ARTICLE 31

General Conditions

- 31.1** The District shall maintain a complete first aid kit for the employees' use in an easily accessible location.
- 31.2** Sanitary arrangements shall be maintained for employees. Soap, towels, washing facilities and necessary items shall be supplied by the District for employee use.
- 31.3** The District buildings may be made available for meetings provided appropriate notice is given.
- 31.4** All employees will be clean, neat, and appropriately dressed so as to present a good appearance to the students and the community.
- 31.5** In the event of an emergency closing, the Superintendent may determine that members of this unit would not be required to report to work. If this occurs, the employee would not be required to suffer a loss of pay. If employees are required to report to work, but find it physically impossible to report, they may opt to use a personal day or take a loss of pay.
- 31.6** All employees will receive a 10 minute AM and a 10 minute PM break.
- 31.7** The Divisional President (or designee) shall be granted six (6) days off with pay each year for the purpose of attending Local 200 United Executive Board Meetings. The Divisional President must notify his/her supervisor, in writing, at least two (2) weeks prior to when the Executive Board Meeting is to occur. This time off must be taken in increments of two (2) hours or more.

ARTICLE 32

Overtime

- 32.1** If an employee is actually paid forty (40) hours in a given week and is authorized by his/her immediate supervisor to work additional hours beyond the forty hours, the employee will receive payment at the rate of time and one-half (1½) his/her normal hourly rate for all hours or parts thereof worked in excess of forty (40) hours.
- 32.2** All Sundays and Holidays (as listed in Article 24), unless part of the employees regularly scheduled work schedule, shall be compensated at the rate of time and one-half (1½) the regular hourly rate.

ARTICLE 32 (continued)

- 32.3** All factors being equal, overtime work within classification will be offered by seniority system to the employee in the bargaining unit before anyone else is given the opportunity to perform these duties.
- 32.4** Overtime payments shall be paid as soon as possible after work is performed.
- 32.5** The employer agrees not to change an employee's normal workweek schedule for the purpose of eliminating payments of overtime.
- 32.6** Employees who are required to make building checks on Saturday, Sunday, holidays or recess periods, will be paid overtime at one and one half (1½) of the employee's regular hourly rate. For building checks, employees will be guaranteed two (2) hours of pay for each day. Building checks will require the fulfillment of duties as agreed by the Memo of March 10, 1982.
- Employees included in the Monday to Friday work week schedule who are required to make building checks on Saturdays will be paid overtime. Employees that have Saturday included in their workweek and conduct building checks, will not be paid overtime for that activity.
- 32.7** Certified employees who perform asbestos abatement/removal which requires special handling according to state and federal regulations shall be paid at one and one-half (1½) time the employees' regular hourly rate.

ARTICLE 33

Civil Service Requirements

- 33.1** All competitive Civil Service Appointments shall be made with a probationary period of no more than twenty-six (26) weeks, but not less than eight (8).

ARTICLE 34

Miscellaneous

- 34.1** This Contract represents complete collective bargaining and full agreement by the parties in respect to rate of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term hereof and any matters of subjects not covered herein have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

ARTICLE 34 (continued)

- 34.2** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 34.3** The District and the Union agree that a Labor/Management Committee shall be established and shall meet quarterly for the purpose of resolving the issues of concern to either party. This procedure is without prejudice to the grievance mechanism.

ARTICLE 35

Tuition Reimbursement

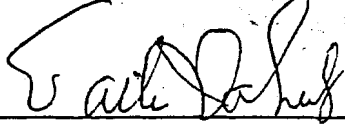
- 35.1** The District agrees to reimburse bargaining unit employees for job-related courses. These courses must be pre-approved by the School District.

ARTICLE 36

Duration

36.1 This Agreement shall be effective as of the date of the signing between the parties with the exception of the Wages and Insurance Schedule as agreed to which shall be effective July 1, 2001 and shall terminate as of June 30, 2004.

For the District:

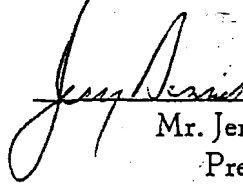


Dr. Walter J. Doherty
Superintendent

11/8/02

Date

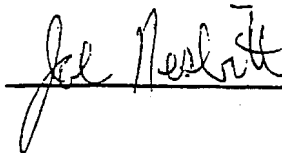
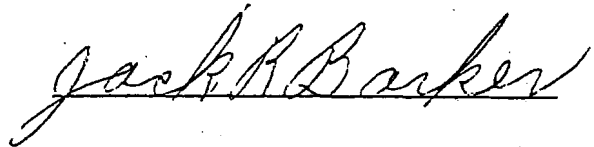
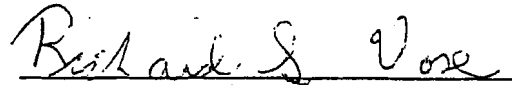
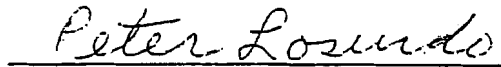
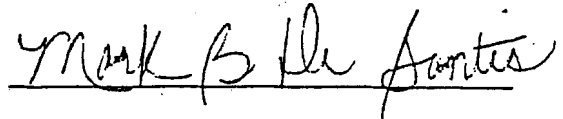
For Local 200 United, SEIU, AFL-CIO:



Mr. Jerry Dennis
President

12/13/01

Date



APPENDIX "A"

Wages and Salary

2001-2004

Increases in compensatory rates for the contractual years of 2001-2004 will be as follows:

July 1, 2001	3.5%
July 1, 2002	3.5%
July 1, 2003	3.5%

Distribution of the percentage above will be achieved by mutual agreement and shall reflect the establishment of hourly rates for specific job titles.

**Senior Groundworker
Stipend**

2001-2002
\$1,262

2002-2003
\$1,262

2003-2004
\$1,262

Snow Removal

2001 – 2002	\$.95 per hour
2002 – 2003	\$.95 per hour
2003 – 2004	\$.95 per hour

**Night Lead Cleaner and
Night Snow Removal Leader**

2001 – 2002	\$.82 per hour
2002 – 2003	\$.82 per hour
2003 – 2004	\$.82 per hour

Longevity

Effective July 1, 2001 through June 30, 2004 there will be a longevity schedule as follows. Longevity payment will be paid under separate check.

	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>
After 10 years through 15 years Of service with District	\$ 534	\$ 553	\$ 572
After 15 years through 20 years Of service with District	\$1,069	\$1,106	\$1,145
After 20 years thereafter of service with District	\$1,604	\$1,660	\$1,718

LETTER OF INTENT

The District agrees to annualize twelve-month employee's salaries to reflect the actual hours worked in any given Fiscal Year.

In 2001 – 02, the actual hours worked figure is 2,088

In 2002 – 03, the actual hours worked figure is 2,088

In 2003 – 04, the actual hours worked figure is 2,096

Memorandum of Agreement **All Local 200 United Union Members**

- Effective July 1, 2002 Local 200 United Union Members may elect to participate in the Weekly Disability Benefit Plan through Service Employees Benefit Fund (SEBF). The cost shall be borne by the employees.
- Employees who elect for such coverage, the District has agreed to deduct the premium through a payroll deduction. The monthly premium will be \$9.50 per employee for the duration of the Agreement.
- After the initial enrollment, new hires shall become eligible after 30 days of employment and the District will provide SEBF with the appropriate enrollment form within 30 days from the time they become eligible.
- The District agrees to be bound by the provisions of the Service Employees Benefit Fund Collections Policy, which is incorporated herein by reference.

Service Employees International Union Local 200 United, S.E.I.U., AFL-CIO
Service and Maintenance Unit

CONTRACT EXTENSION

March 2, 2004


TWO-YEAR EXTENSION AGREEMENT (2004-2006)

ARTICLE 29 - WAGES

29.1 Wages shall be paid in accordance with the salary schedule attached hereto and made a part hereof (Appendix A).

ARTICLES OF THE CONTRACT NOT MENTIONED HEREIN SHALL
REMAIN UNCHANGED.

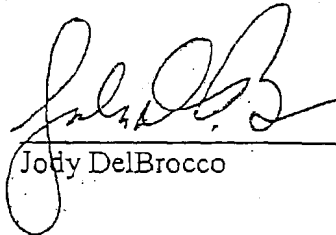
For the Central Square
School District:



Dr. Walter J. Doherty
Superintendent

4/3/04
Date

For Local 200 United SEIU, Central
AFL-CIO:



Jody DelBrocco

3/30/04
Date

APPENDIX "A"

Wages and Salary

2004-2006

Increases in compensatory rates for the contractual years of 2004-2006 will be as follows:

July 1, 2004	3.9%
July 1, 2005	3.9%

Distribution of the percentage above will be achieved by mutual agreement and shall reflect the establishment of hourly rates for specific job titles.

**Custodial Salaries
2004-2006**

	<u>YEAR</u>	<u>2004-2005</u>	<u>2005-2006</u>
	HOURS	2088	2088
	DAYS	261	261
Probationary Hourly Rate		12.99	13.50
Contract Rate		\$26,935	\$28,188
Building Custodian Hourly Rate		15.08	15.67
Contract Rate		\$31,487	\$32,719
Head Custodian Hourly Rate		15.24	15.83
Contract Rate		\$31,821	\$33,053
Groundswoker Hourly Rate		13.71	14.24
Contract Rate		\$28,626	\$29,733
Maintenance Worker Hourly Rate		15.16	15.75
Contract Rate		\$31,654	\$32,886
Maintenance Mechanic 1 Hourly Rate		16.10	16.73
Contract Rate		\$33,617	\$34,932
Messenger Hourly Rate		13.13	13.64
Contract Rate		\$27,415	\$28,480
Night Lead Cleaner Hourly Rate		13.84	14.38
Contract Rate		\$28,898	\$30,025

**Senior Groundswoker
Stipend**

2004-2005
\$1,262

2005-2006
\$1,262

Snow Removal

2004 - 2005	\$.95 per hour
2005 - 2006	\$.95 per hour

**Night Lead Cleaner and
Night Snow Removal Leader**

2004 - 2005	\$.82 per hour
2005 - 2006	\$.82 per hour

Longevity

Effective July 1, 2004 through June 30, 2006 there will be a longevity schedule as follows. Longevity payment will be paid under separate check.

	<u>04-05</u>	<u>05-06</u>
After 10 years through 15 years of service with District	\$ 572	\$ 572
After 15 years through 20 years of service with District	\$1,145	\$1,145
After 20 years thereafter of service with District	\$1,718	\$1,718

Service Employees International Union Local 200 United, S.E.I.U., AFL-CIO
Service and Maintenance Unit

CONTRACT EXTENSION

June 1, 2006

TWO-YEAR EXTENSION AGREEMENT (2006-2008)

ARTICLE 21 – HEALTH INSURANCE


21.9 Employees may access the “Optical” and “Weekly Disability” benefits provided by the Service Employees Benefit Fund. See attached schedule.

ARTICLE 29 – WAGES

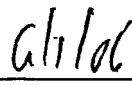
29.1 Wages shall be paid in accordance with the salary schedule attached hereto and made a part hereof (Appendix A).

ARTICLES OF THE CONTRACT NOT MENTIONED HEREIN SHALL REMAIN UNCHANGED.

For the Central Square
School District:

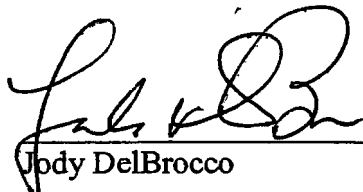


Dr. Walter J. Doherty
Superintendent

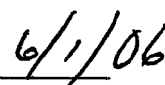


Date

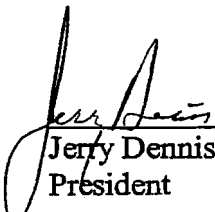
For Local 200 United SEIU, Central
AFL-CIO:



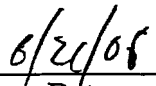
Jody DelBrocco



Date



Jerry Dennis
President



Date

The District has agreed to allow employees to access the “Optical” and “weekly disability” benefits provided by the Service Employees Benefit Fund. These 2 additional benefits and their premium cost to the member are as follows:

2006- Optical

Single- \$1.93 per month

Family- \$4.33 per month

2007- Optical

Single- \$2.16 per month

Family- \$4.85 per month

Please note: the OPTICAL benefit can only be purchased WITH the DENTAL benefit. You MUST have the SEBF DENTAL to gain the OPTICAL benefit.

2006- Weekly Disability

\$12.85 (with the Dental)

\$15.66 (without the Dental)

2007-

\$13.62 (with the Dental)

\$16.60 (without the Dental)

APPENDIX "A"

Wages and Salary

2006-2008

Increases in compensatory rates for the contractual years of 2006-2008 will be as follows:

July 1, 2006	3.9%
July 1, 2007	3.9%

Distribution of the percentage above will be achieved by mutual agreement and shall reflect the establishment of hourly rates for specific job titles.

**Custodial Salaries
2006-2008**

	YEAR HOURS DAYS	<u>2006-2007</u> 2088 261	<u>2007-2008</u> 2096 262
Probationary Hourly Rate		14.03	14.58
Contract Rate		\$29,295	\$30,560
Building Custodian Hourly Rate		16.29	16.93
Contract Rate		\$34,014	\$35,486
Head Custodian Hourly Rate		16.45	17.10
Contract Rate		\$34,348	\$35,842
Groundworker Hourly Rate		14.80	15.38
Contract Rate		\$30,903	\$32,237
Maintenance Worker Hourly Rate		16.37	17.01
Contract Rate		\$34,181	\$35,653
Maintenance Mechanic 1 Hourly Rate		17.39	18.07
Contract Rate		\$36,311	\$37,875
Messenger Hourly Rate		14.18	14.74
Contract Rate		\$29,608	\$30,895
Night Lead Cleaner Hourly Rate		14.94	15.53
Contract Rate		\$31,195	\$32,551

**Senior Groundswoker
Stipend**

2006-2007
\$1,262

2007-2008
\$1,262

Snow Removal

2004 – 2005	\$.95 per hour
2005 – 2006	\$.95 per hour

**Night Lead Cleaner and
Night Snow Removal Leader**

2004 – 2005	\$.82 per hour
2005 – 2006	\$.82 per hour

Longevity

Effective July 1, 2004 through June 30, 2006 there will be a longevity schedule as follows. Longevity payment will be paid under separate check.

	<u>06-07</u>	<u>07-08</u>
After 10 years through 15 years of service with District	\$ 572	\$ 572
After 15 years through 20 years of service with District	\$1,145	\$1,145
After 20 years thereafter of service with District	\$1,718	\$1,718

