



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Jamesville-DeWitt Central School District and Jamesville-DeWitt Automotive Mechanical Personnel (2010)**

Employer Name: **Jamesville-DeWitt Central School District**

Union: **Jamesville-DeWitt Automotive Mechanical Personnel**

Local:

Effective Date: **07/01/2010**

Expiration Date: **06/30/2013**

PERB ID Number: **10643**

Unit Size:

Number of Pages: **10**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

JAMESVILLE-DEWITT CENTRAL SCHOOL
DEWITT, NEW YORK 13214

MEMORANDUM OF AGREEMENT
BETWEEN
JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
AND
AUTOMOTIVE MECHANIC UNIT

EFFECTIVE DATE: July 1, 2010-June 30, 2013

AUTOMOTIVE MECHANIC UNIT
TABLE OF CONTENTS

ARTICLE I: TERMS OF EMPLOYMENT	<u>PAGE</u>
Pre-employment Physical, Assignment	1
Overtime, Call Time, Driving Time	1
Retirement, Holidays	2
Vacation	2-3
Uniforms	3-4
Tool Allowance	4
Insurance: Health, Dental, Disability, Safety Glasses	4-5
Leaves: Sick, Personal	5
Retirement: Health, Sick Days	6
Workers' Compensation	6
Wages	7
Work Rules	7
 ARTICLE II: MANAGEMENT RIGHTS	
Compliance with Laws	7
 ARTICLE III: DURATION OF AGREEMENT	
Execution of Agreement	8

ARTICLE I: TERMS OF EMPLOYMENT

Section 1. 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. All positions are offered contingent upon successful completion of the physical.

Section 2. Assignment:

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).

Section 3. Overtime:

Work authorized in advance and performed in excess of forty (40) hours in any given work week shall be compensated at the rate of 1 ½ times the regularly assigned rate.

Section 4. Call Time:

- a. 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.
- b. 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 ½) the regular hourly rate of pay.

Section 5. Driving Time:

- a. The Transportation Director may require a member(s) of this unit to drive a school bus; compliance is mandatory.
- b. The mechanic or mechanic's helper, when required to drive shall be paid at his/her regular hourly rate of pay or at the current hourly rate of pay being paid to bus drivers, whichever is higher.
- c. Whenever a mechanic is delegated to drive a school bus on a designated bus run the following provisions shall apply:
 1. \$1.00 per each a.m. and each p.m. run not to exceed \$200.00 per school year.
 2. A "run" shall be understood to mean any time students are transported from one location to another location.
 3. The amount earned under this clause shall be subject to a deduction, not to exceed the maximum, for each "chargeable" accident incurred by a mechanic while operating a school vehicle. The deduction shall constitute the cost of repairs to the school district. A "chargeable" accident shall be determined at the sole discretion of the Transportation Director.

Section 6. Retirement:

- a. Membership in the N.Y.S. Employees' Retirement System is mandatory for all full-time, twelve-month employees.
- b. Membership in the N.Y.S. Employees' Retirement System for any employee working less than full-time is optional.
- c. Employees are required to complete the enrollment application of declination forms.

Section 7. Paid Holidays:

- a. full-time employees shall be entitled to the following 12 paid holidays during the school year:
July 1- June 30:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Great Americans' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

- b. Should a holiday listed in 7.a. above fall on a Saturday, Sunday, or on a day when school is not in session, the Superintendent of Schools shall designate a compensating day off with pay for automotive-mechanical personnel.
- c. When either or both of the Jewish holidays (Rosh Hashana and/or Yom Kippur) are designated as a day off for the instructional staff, mechanics will have that day(s) as a paid holiday.

Section 8. Vacation:

- a. New entrant employee:
A new employee shall earn vacation time in accordance with the following schedule:

<u>Employment Date</u>	<u>Vacation Time Earned</u>
7/1 - 7/31	10 days
8/1 - 8/31	9 days
9/1 - 9/30	8 days
10/1 - 10/31	7 days
11/1 - 12/31	6 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

Vacation earned is to be used in the following school year.

Section 8. Vacation (con't):

- b. All others employed in accordance with Section 2 shall be granted vacation time, with pay, as follows:

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

- c. If a paid holiday falls within an approved vacation period, paid holiday will be paid in lieu of a charged vacation day.
- d. Vacation time is not cumulative, it must be used during the school year (7/1 – 6/30) following the year in which the vacation time is earned.
- e. Requests for vacation leave must be submitted, in writing, at least five (5) calendar days in advance to the immediate supervisor. Requests may be denied for justifiable reasons. The employee has the right to appeal to the School Business Official if request has been denied.

Section 9. Uniforms:

- a. Each school year the employer will provide to each mechanical employee:
- (1) A maximum of five uniforms; a uniform consisting of one pair of pants and One shirt, as needed. A combination of shirts or pants in acceptable.
 - (2) One pair of safety shoes, steel – tipped.
 - (3) One jacket.

The maximum allowance for 9.a. (1), (2), and (3) above is \$250.00.

- b. The employee is responsible for the cleaning and upkeep of the articles provided by the employer.
- c. The following “Uniform Policy” shall be adhered to by all mechanical employees during the duration of this agreement:

All permanent employees of the mechanical staff will wear a uniform.

The shirt must have the employee’s name on the front.

The uniform must be worn any time the employee is working for Jamesville-Dewitt Schools. This includes overtime, weekends, holidays and building checks.

The uniform must be clean, neat and in proper repair when reporting to work.

Section 9. Uniforms (con't):

Any uniform damaged beyond repair (ripped, paint, oil, etc.) as a result of working at Jamesville-Dewitt Schools will be replaced by the district if the damaged uniform is presented to the District.

Jamesville-Dewitt Schools 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 Transportation Director
- 3rd offense - Sent home and not allowed to punch in until offense has been corrected

- d. Tool Allowance: Each full or part-time mechanic, or mechanic helper, who provides his personal toolbox, shall be granted a tool allowance, to be paid by the district, a sum of \$150.00 per school year.

Section 10. Insurance:

a. ***Health Insurance:***

1. The District agrees to offer a basic Health Insurance Program to all full-time automotive mechanical employees.
2. The plan shall be Blue Cross-Blue Shield Regionwide 1, Select Blue Surgical/Medical, or equivalent. Effective January 1, 2007, the employee deductible will increase from 50/150 to 100/300.
3. The District agrees to continue at the current participation levels, for the duration of this agreement, which are:
Individual Coverage - District 90% : Employee 10%
Family Coverage - District 90% : Employee 10%
4. Any full-time auto-mechanic employee joining the unit after July 1, 1995, shall be eligible to participate in the program by contributing at the following levels:
Individual Coverage - District 85% : Employee 15%
Family Coverage - District 85% : Employee 15%
5. The employee shall be responsible, through payroll deduction, for the additional premium due as per rates established by the Cooperative Health Insurance Fund of C.N.Y.
6. For those employees electing to participate in an H.M.O. Health Insurance Plan, it is understood that the School District dollar level of contribution shall be identical to the dollar amount contributed on behalf of employees enrolled in the Blue Cross/

Blue Shield Plan when in such event that H.M.O. premiums exceed the premium paid to the Blues.

Section 10. Insurance (con't):

b. Dental Insurance:

1. The District agrees to offer a Dental Plan to employees and their dependents.
2. The plan shall be the Blue Cross-Blue Shield Prime Blue Dental Plan, or equivalent.
3. For the duration of this agreement the District agrees to continue at the current Participation levels, which are:
Individual Coverage - District 90% : Employee 10%
Family Coverage - District 65% : Employee 35%
4. The employee shall be responsible, through payroll deduction, for the additional premium due the dental insurance provider.

c. Disability Insurance (Income Protection):

1. The District agrees to provide an Income Protection Policy to cover totally disabled Employees.
2. Coverage will provide 60% of basic income after 90 calendar days and exhaustion of Accrued sick leave, at no cost to the employee.

d. Safety Glasses will be provided for those in need. Prior approval of the Transportation Director is required.

Section 11. Leaves:

a. Sick Leave:

1. An employee, while on the payroll, will earn one day per month for personal illness; unused sick days are cumulative up to a maximum of 240 days.
2. An employee, while on the payroll, will earn five (5) days per year for family illness; unused days are cumulative.
3. A total of a.1. and a.2. above is 17 days per year, for twelve (12) month employees, proration as may be necessary.

b. Personal Leave:

Two (2) days per school year; may not be used to extend a vacation or holiday; unused days are cumulative to accrued sick leave. Although no reason need be given for the use of these days, it is understood that a personal day is to be used for the conduct of personal business which cannot be transacted at another time. If unused, these days shall be converted to sick days and accumulated in the sick leave category.

c. Unused Leave Days:

Unused leave days in Section 11.a. and 11.b. above are cumulative to a maximum of 240 days.

d. ***Physician's Statement:***

The District may require a statement from a physician for an employee absent from work for three (3) consecutive work days.

Section 12. Retirement Benefits:

a. ***Health Insurance Benefit:***

1. An unit member at retirement, with a minimum of ten (10) consecutive years of service with the Jamesville-Dewitt CSD, 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. All new employee hired after July 1, 2007, must have 15 years of service to qualify for the health and sick leave benefits.
2. For an unit member that retires prior to June 30, 2001, the District agrees to participate at the levels prevailing in Section 10.a.3. for the duration of this agreement.
3. A surviving spouse may continue coverage in accordance with the provisions of COBRA.

b. ***Unused Sick Days at Retirement:***

Upon retirement, an employee may choose either option for the use of unused sick days:

Option A: The employer agrees to compensate the employee, at retirement, for unused sick days accrued up to a maximum of 240 days at the rate of \$25 per day.

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

Section 13. Workers' Compensation:

- a. All "on-the-job" injuries must be reported within 24 hours to the appropriate supervisor.
- b. If lost time results from a compensable "on-the-job" injury, the school district will compensate the employee at full pay for a maximum of thirty (30) days in any one school year and such days as used will be charged to employee's accrued sick days.
- c. An employee with less than thirty (30) accrued sick days shall be turned over to the insurance carrier upon the exhaustion of employee's sick days and placed on leave without pay by the School District.
- d. An employee absent more than thirty (30) days in any one school year, or more than ten (10) consecutive work days, may be discontinued on the employer's payroll and placed on an injured leave without pay. In this event the employee would be compensated in accordance with existing rules and regulations by the Worker's Compensation Insurance Carrier.
- e. Sick days will be restored to the employee in full at the time when the carrier reimburses the School District.

Section 14. Wages:

- a. Effective July 1, 2010, each returning employee shall be granted an increase of 2%

- per hour.
- b. Effective July 1, 2011, each returning employee shall be granted an increase of 2% per hour.
 - c. Effective July 1, 2012, each returning employee shall be granted an increase of 2% per hour.
 - d. Any new employee hired on or after July 1, 1993, and during the duration of this agreement shall be paid a minimum hourly rate of:
 - Mechanic - \$15.30
 - Mechanic Helper - \$10.20

Section 15. Work Rules:

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

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

ARTICLE II. MANAGEMENT RIGHTS:

Section a:

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

ARTICLE II. MANAGEMENT RIGHTS (CON'T):

b. *Compliance with Laws:*

This Agreement does not supersede nor replace any laws, regulations, or policies – including Civil Service Regulations. If any part of this Agreement is, or becomes, contrary to law, the remainder of the Agreement will not be affected.

ARTICLE III. DURATION OF AGREEMENT:

This agreement shall take effect the 1st day of **July** 2010 and continue in effect through the **30th** of **June** 2013.

ARTICLE IV. EXECUTION OF AGREEMENT:

For the Automotive Mechanical Personnel:

For the School District:

Signed this _____ day of _____, 2010.