



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](mailto:ilrref@cornell.edu)

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

Title: **Jamesville-Dewitt Central School District and Jamesville-Dewitt Clerical/Aide Association (2007)**

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

Union: **Jamesville-Dewitt Clerical/Aide Association**

Local:

Effective Date: **07/01/2007**

Expiration Date: **06/30/2010**

PERB ID Number: **9136**

Unit Size:

Number of Pages: **25**

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**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT  
AND  
JAMESVILLE-DEWITT CLERICAL AIDE ASSOCIATION**

**EFFECTIVE DATE 1 JULY 2007 – 30 JUNE 2010**

**CLERICAL/AIDE UNIT  
TABLE OF CONTENTS**

	<u>PAGE</u>
<b>ARTICLE I: Association Rights</b>	4
Recognition	4
Dues Deduction	4
Agency Fee	4
Bargaining and Representation	4
Unit List	4
Release Time	5
<b>ARTICLE II: Exclusion Clause</b>	5
<b>ARTICLE III: Work Year / Work Day</b>	5
<b>ARTICLE IV: Emergency Closing</b>	6
<b>ARTICLE V: Paid Holidays</b>	6
<b>ARTICLE VI: Vacations</b>	7
<b>ARTICLE VII: Insurance</b>	9
Health Insurance	9
Dental Insurance	10
Life Insurance	10
Disability Insurance (Income Protection)	10
Severance Provision	11
Voluntary Flexible Spending Plan	11
<b>ARTICLE VIII: Leaves</b>	11
Sick Leave	11
Personal Leave	12
Unused Leave Days	12
Physician's Statement	12
Unpaid Leaves	12
Jury Duty	13
<b>ARTICLE IX: Workers' Compensation</b>	13
<b>ARTICLE X: Wages</b>	14
Continuing Employees	14
Starting Rates	14
Unit Member Longevity	14
Annualized Wages	15
Position Upgrade	16
Overtime	16
Substitution	16

	Option for Summer Work	16
<b>ARTICLE XI:</b>	<b>Job Postings</b>	16
<b>ARTICLE XII:</b>	<b>Bus Attendants</b>	17
<b>ARTICLE XIII:</b>	<b>Discipline and Discharge</b>	17
<b>ARTICLE XIV:</b>	<b>Grievance Procedures</b>	18
<b>ARTICLE XV:</b>	<b>Staff Development</b>	20
<b>ARTICLE XVI:</b>	<b>Health and Safety</b>	20
<b>ARTICLE XVII:</b>	<b>Work Rules</b>	21
<b>ARTICLE XVIII:</b>	<b>Seniority</b>	21
<b>ARTICLE XIX:</b>	<b>Retirement Benefits</b>	22
	NYS Employees Retirement System	22
	Health Insurance Benefit	22
	Unused Sick Days at Retirement	23
	Retirement Benefit (Clerical Only)	23
<b>ARTICLE XX:</b>	<b>Management Rights</b>	24
<b>ARTICLE XXI:</b>	<b>Compliance with Laws</b>	24
<b>ARTICLE XXII:</b>	<b>Duration of Agreement</b>	24
<b>ARTICLE XXIII:</b>	<b>Execution of Agreement</b>	25

## ARTICLE I

### **Association Rights**

#### A. Recognition

The Jamesville-Dewitt Clerical/Aide Association is the exclusive representative of all clerical personnel regardless of Civil Service title, AV Specialist, Bus Dispatcher, Teacher Aides, Bus Attendants and Bus Monitors.

#### B. Dues Deduction

The District shall deduct dues from the pay of its employees as members of the Association individually and voluntarily authorize such deductions in writing. Such authorizations shall remain in effect unless revoked by the individual. The Association shall certify to the District the amount to be deducted. The District shall promptly transmit such monies to the Association.

#### C. Agency Fee

The District shall deduct a service fee from the pay of each bargaining unit employee who is not a member of the Association. This agency fee is a charge for the administration of this agreement and the representation of such employee. The Association shall certify to the District the amount to be deducted for agency fee. Such amounts shall be promptly transmitted to the Association at the same time as dues are forwarded.

#### D. Bargaining and Representation

It is recognized that the Association retains all rights afforded to it pursuant to the Taylor Law. There shall be no change in terms and conditions of employment without negotiation with the Association. Whenever a unit employee is to meet with a supervisor concerning his/her possible discipline, that employee shall be entitled to Association representation at such meeting, and the supervisor shall notify the employee of that right prior to the meeting.

#### E. Unit List

In September each year, the District shall provide to the Association President, a list of all unit employees within their position title, job location, and salary or wage rate. As new unit employees are added or deleted during the course of the school year, the District shall give notice to the Association President of these changes.

F. Release Time

The Association president and/or his/her designee shall be entitled to the equivalent of three (3) days release time per year to conduct Association business.

**ARTICLE II**

**Exclusion Clause**

An employee in this unit who works less than a regularly scheduled work week of twenty (20) hours shall be considered a part-time employee and shall not be entitled to any benefits contained herein unless expressly stated in this agreement.

**ARTICLE III**

**Work Year/Work Day**

- A. 12 Month Clerical: fifty-two (52) week work year (260, 261, or 262 days), 7 ½ hours per day, 37 ½ hours per week.

Summer recess work hours may be adjusted at the discretion of the Superintendent of Schools.

- B. 11 Month Clerical: Work year will be based on the following formula:

School Calendar	as approved annually by the Board of Education (actual work days)
Vacation Days	10
Holidays	12, 13, or 14 (as per Article V)
<u>Before &amp; After School</u>	<u>20</u>

Total Days x 7½ hours per day

The 20 days before and after school opening and closing are flexible by mutual consent of the building supervisor and the employee, so long as the total days worked equal twenty (20). (This could be 12 before and 8 after, or any other combination equaling 20 days.)

- C. 10 Month Clerical and Teacher Aides. Assignments for employees in the ten-month category shall be determined on an annual basis by the

Superintendent of Schools or his/her delegate. Said assignments may be changed by the Superintendent of Schools or his/her delegate provided such change does not violate applicable provisions of the collective bargaining agreement or Civil Service Law.

- D. 10 Month Clerical, Teacher Aides and Bus Attendants. The number of days scheduled to work shall be determined annually and shall match the number of days that students are scheduled to be in school (currently 179). The number of hours worked shall be determined at the time of hire.

#### **ARTICLE IV**

##### **Emergency Closing**

Twelve month employees shall report to work on all days that the business office is open, including emergency closings.

Eleven month employees do not report to work on days of emergency closings unless two (2) days have already been used for such closings within the school year.

Eleven and twelve month employees who do not report on an emergency closing day when s/he is expected may use a personal or vacation day, otherwise the day will not be compensated (for this article, the restriction of Article VIII.B.2 shall not apply)

In the event of inclement weather, employees who are expected to report shall do so as close to their usual time as is reasonable in their judgment.

Ten month employees need not report on emergency closing days.

#### **ARTICLE V**

##### **Paid Holidays**

- A. Eleven- and twelve-month full-time and part-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	President's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day

When either or both of the Jewish holidays (Rosh Hashanah and/or Yom Kippur) are designated as a day off for the instructional staff, 11- and 12-month unit employees will have that day(s) as a paid holiday.

- B. Full-time and part-time ten month employees shall be entitled to ten (10) paid holidays during the school year:

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

The pay for such holidays will be in accordance with the number of daily hours regularly scheduled for such employees.

When either or both of the Jewish holidays (Rosh Hashanah and/or Yom Kippur) are designated as a day off for the instructional staff, full time and part time 10 month unit employees will have one (1) such day as a paid holiday.

- C. Should a holiday listed in A. and B. 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 clerical personnel.
- D. In April of each year, or as soon thereafter as the District's calendar is approved by the Board of Education, the District and the Association will meet to discuss the scheduling of the holidays for the following year.

**ARTICLE VI**

**Vacations**

- 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 – 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

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



- B. Full-time and part-time 12-Month unit employees shall be granted vacation time, with pay, as follows:

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

- C. If a paid holiday falls within an approved vacation period, a paid holiday will be paid in lieu of a charged vacation day.
- D. 11-Month Clerical (full-time and part-time): Ten (10) vacation days are included as part of the employee's annual compensation (Article III (B)). These days are paid but not taken. One (1) additional paid vacation day, to be taken at the discretion of the employee throughout the year, is to be earned at the completion of 3, 5, 10, 15, 20 and 25 years. A maximum of six (6) vacation days will be earned for length of service.
- E. Vacation time is not cumulative, but a maximum of three (3) vacation days, not used as of June 30 of each year, may be carried over into the following school year and added to the entitlement for that year. All other vacation days must be used during the school year (7/1- 6/30) following the year in which the vacation time is earned.
- F. 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.
- G. 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.

## ARTICLE VII

### **Insurance**

#### A. Health Insurance:

1. The Jamesville-Dewitt Central School District will provide health insurance coverage to bargaining unit members who work a minimum of 20 hours per week.

All eligible unit employees shall be provided an up-to-date Summary Plan Document and annual updates of changes.

2. The plan shall be Blue Cross Blue Shield of Central New York Regionwide Plan One as provided by the Central New York school consortium or equivalent with the following additional benefits:

#### Death Benefit:

In the event a unit employee should die, the dependent(s) shall have the health coverage continued under the same premium sharing arrangement for a period of six (6) months. Thereafter, the dependent(s) would be entitled to continued coverage under the provisions of COBRA.

#### Case Management Rider:

#### Major Medical:

The lifetime major medical maximum shall be two million dollars.

The Major Medical Deductibles shall be:

Effective January 1, 2008, \$100 deductible per person per calendar year (\$300 Maximum).

3. Any full-time employee joining the unit before July 1, 1995 shall be eligible to participate in the program by contributing at the following levels:

Individual Coverage -	District 90% : Employee 10%
Family Coverage -	District 90% : Employee 10%

4. Any full-time 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. 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.

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/BlueShield of Central New York Prime Blue Dental Plan, or equivalent.
3. For the duration of this agreement the employer 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. Life Insurance:

The employer agrees to provide Life Insurance coverage for all unit employees who are not members of the NYS Retirement System, in the principal sum of \$7,000 at no cost to the employee.

D. Disability Insurance (Income Protection):

1. The employer 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.

E. Severance Provision:

Any unit employee excessed by the District shall have health and dental insurance coverage extended for three (3) months at the prevailing % rate, starting the 1<sup>st</sup> of the month following lay-off. At the end of the three (3) month period, the excessed employee will have the COBRA option unless (s)he is re-employed within the year and is eligible to participate in a group health plan with the new employer.

F. Voluntary Flexible Spending Plan. Employees in this unit may participate in the Voluntary Flexible Spending Plan. The District agrees to pay the prevailing administrative charge.

## **ARTICLE VIII**

### **Leaves**

A. Sick Leave:

1. Active employees will earn one day per month for personal illness; unused sick days are cumulative up to a maximum of 240 days.
2. Active employees will earn five (5) days per year for family illness; unused days are cumulative up to 240 days for both personal and family illness.
3. A total of A.1. and A.2. above is 17 days per year, for twelve-month employees, 16 days for eleven-month employees, 15 days for ten-month employees, proration as may be necessary.
4. Employees will be allowed to use up to five (5) days of absence 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.
5. Members of the Clerical/Aide Association may establish a Sick Day Bank. Contributions will be on a voluntary basis. Rules and numbers of days to be contributed will be determined by the Association members. The District Office will lend assistance in recording the number of days donated by contributing members and processing those eligible to draw upon the sick bank. The Sick Day Bank is restricted solely for the purpose of serving as a bridge to disability benefits.

6. Part Time unit employees will be entitled to four (4) pro-rated days for the purpose of family or personal illness.

B. Personal Leave:

1. 10 and 11-month employees: Two (2) days per school year.  
12 month employees: Three (3) days per school year.
2. Personal days may not be taken the day before or the day after a school vacation or holiday for the purpose of extending a vacation or holiday. In the event a personal day is needed at such time, the employee is to provide the employer with the reason for the use of the personal day at that time. The use of the day at that time is subject to the approval of the building administrator.
3. Personal leave may be taken in half or whole days for full-time employees. Although no reason need be given for the use of personal 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 A. and 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 workdays.

E. Unpaid Leaves:

Leaves of absence without pay will be granted to unit members (by the Board of Education) pursuant to The Family and Medical Leave Act of 1993. The application for such leaves should be made to the employee's immediate supervisor. All leave applications should include the reason(s) for the leave and the expected dates of departure and return to work. Effective July 1, 1995, unit members on approved unpaid leaves of absence shall be eligible to participate in all insurance programs of the District, if (s)he pays the full monthly premium in advance on a monthly basis, except as otherwise provided under FMLA. Leaves for reasons other than those covered by the above-noted Act may be granted on a case-by-case basis at the discretion of the employee's supervisor and the Superintendent of Schools.

If an employee goes off the payroll due to long term disability, including disability from a workers' compensation injury, the District will provide insurance coverage at the same contribution rate as that for active employees for one (1) year. After one (1) year of unpaid absence, employees still on leave will pay 100% of their insurance premiums.

F. Jury Duty:

The Board of Education believes that it is the responsibility of every citizen to serve on jury duty when called upon to do so under regular processes of jury selection. All district personnel called to serve on jury duty under the regular process of law may serve with no loss of pay from the District. A unit employee, including a part-time unit employee, who is selected for jury duty should notify his/her immediate supervisor who will in turn notify the District Office regarding the dates of absence.

## **ARTICLE IX**

### **Workers' Compensation**

- A. All "on-the-job" injuries should be reported within 24 hours to the appropriate supervisor.
- B. If lost time results from a compensable "on-the-job" injury or illness, the employer will compensate the employee at full pay up to thirty days (30) in any one school year and such days as used will be charged to the employee's accrued sick 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 money reimbursed to the District by the Workers Compensation Board.
- C. An employee with fewer than thirty (30) accrued sick days shall be turned over to the insurance carrier upon the exhaustion of employee's sick days and placed on leave without pay by the school district.
- D. An employee absent more than thirty (30) days in any one school year, or more than ten (10) consecutive work days, may be discontinued on the employer's payroll and placed on an injured leave without pay. In this event the employee would be compensated in accordance with existing rules and regulations by the Workers' Compensation Insurance Carrier.

## **ARTICLE X**

## Wages

A. Continuing Employees

1. For 2007-08, ten (10), eleven (11), and twelve (12) month employees shall receive 4.0% over the 2006-07 rate.
2. For 2008-09, ten (10), eleven (11), and twelve (12) month employees shall receive 4.0% over the 2007-08 rate.
3. For 2009-10, ten (10), eleven (11), and twelve (12) month employees shall receive 4.0% over the 2008-09 rate.

- B. Starting Rates New hires shall be paid an annualized wage based upon the following starting rates. Credit for experience may be granted but no new hire shall receive a wage greater than that of an incumbent employee with the same experience.

Title	07-08	08-09	09-10
Account Clerk Typist II	12.61	13.05	13.50
Account Clerk I	11.70	12.10	12.53
Steno I	11.70	12.10	12.53
Typist II	12.61	13.05	13.50
Typist I	10.82	11.19	11.59
School Secretary I	12.61	13.05	13.50
A.V. Specialist	12.61	13.05	13.50
Dispatcher	15.61	16.15	16.72
Teacher Aide	9.46	9.79	10.13
Bus Attendant	11.96	12.38	12.82

- C. Unit Member Longevity All full and part-time unit members shall be entitled to longevity as follows:

	07-08	08-09	09-10
Upon completion of 5 years of service	\$75	\$75	\$100
Upon completion of 10 years of service	\$125	\$125	\$150
Upon completion of 15 years of service	\$175	\$175	\$200
Upon completion of 20 years of service	\$230	\$235	\$255
Upon completion of 25 years of service	\$285	\$285	\$310
Upon completion of 30 years of service	\$345	\$345	\$370

All longevity stipends shall be permanently added to salary.

D. Annualized Wages

1. All ten month employees shall be paid on an annualized wage calculated by multiplying their respective hourly rate by the daily hours scheduled to work by the number of scheduled workdays in each school year plus ten holidays and any longevity stipends. The number of days scheduled to work shall be determined annually and shall match the number of days that students are scheduled to be in school. For example, a Teacher Aide making \$9.35 per hour would be paid for the 179 student days scheduled on the school calendar plus 10 holidays for a total of 189 days. If that aide worked 4 hours per day, the annualized wage would be calculated as follows:  $\$9.35 \times 4 \times 189 = \$7068.60$ . These wages shall be paid evenly during the course of the school year, September – June, over 21 biweekly pay periods.
2. Full time eleven month employees shall have their wages annualized by multiplying their respective hourly rate by 7.5 hours per day multiplied by either 224, 225 or 226 days per year (depending on whether there are 12, 13 or 14 holidays in the year). This total number of paid days also includes ten days for which vacation pay is granted and 202 scheduled workdays. Part time employees shall have their wages annualized in the same manner but using the appropriate number of daily scheduled hours. These wages shall be paid evenly over the course of 24 biweekly pay periods.
3. Full time twelve month employees shall have their wages annualized by multiplying their respective hourly rate by 7.5 hours per day x 260 or 261 or 262 depending on the number of workdays in any given year. Part time employees shall have their wages annualized in the same manner but using the appropriate number of daily scheduled hours. These wages shall be paid biweekly over 26 pay periods.
4. For all full and part time unit employees, additional earnings for extra work, meetings, training sessions, examinations, etc., shall be paid at the appropriate hourly rate. The District shall be required to pay a minimum of two hours for each occasion the employee is called for such sessions if it is not an uninterrupted extension of the employee's regular work schedule. The additional pay shall be added to the employee's next available payroll check.



E. Position Upgrade

Unit employees whose position is upgraded shall receive a wage increase of the difference between the two starting rates, but no less than the starting rate of the higher paying position. In the event there is no current starting wage for a position, the employer will promote the incumbent employee with an increase of \$1.00 per hour until such time as a wage increase and starting rate has been negotiated.

F. Overtime

1. 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. Paid days (e.g. holidays) shall be counted in the forty hour total.

- a. Clerical employees who are required to attend workshops held after regular work hours shall be compensated at the employee's regular rate of pay.

G. Substitution

Any unit employee who agrees to substitute for another employee will make no less than his/her own hourly rate. In the event the substitute work is in a higher paying category, the substitute who provides the coverage for the higher paying position will receive a premium of \$.50 per hour over his/her regular pay. If the substitution continues more than 20 workdays in any school year, the premium shall be increased to \$1.00 per hour.

H. Option for summer work

Transportation personnel will have first option to retain their school-year positions should their positions be extended beyond the school year into the summer months.

## **ARTICLE XI**

### **Job Postings**

When a vacancy for a position within the bargaining unit occurs, the Superintendent or designee will notify the building principal and the President of the JD Clerical Aide Association. In addition, vacancy notices will be posted in each building at least five (5) working days prior to the deadline for application. Such postings will include the location of position, position title, required Civil

Service qualifications if applicable, expected starting date and application closing date.

Internal applicants will be considered prior to review of external candidate applications.

Unit employees interested in vacancies which may occur over the summer shall notify the President of the JD Clerical Aide Association, or designee, in writing prior to the end of the school year.

## **ARTICLE XII**

### **Bus Attendants**

- A. All bus attendant assignments shall be finalized by the last Monday in September following the procedure in Article XII Section C.
- B. Bus attendants shall be guaranteed a minimum of three (3) hours of work per day during the regular school year. Should the district require fewer hours, the attendants shall receive the minimum three (3) hours of pay per day.
- C. When determining work hours, seniority will be considered.
- D. All available extra work and/or field trips will first be offered to a regular bus attendant before being made available to a substitute attendant provided such run does not interfere with the bus attendant's regular assignment. All such runs shall be assigned in accordance with Article XII Section C.
- E. If extra trips begin fifteen (15) minutes before or after a bus attendant's regular run, the bus attendant shall be compensated for that time.

## **ARTICLE XIII**

### **Discipline and Discharge**

The District and the Union agree that it is desirable for every employee to be given an opportunity to correct his or her work performance or behavior before formal disciplinary action is taken. The immediate supervisor will make every effort through the formal evaluation procedure 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 a right to attach a response to any such letter.

Disciplinary action shall not be subject to the grievance procedure.

Any employee having the protection of Section 75 of the Civil Service law may waive such option in favor of pursuing a challenge to any discipline or discharge under the collective bargaining agreement. However, no employee protected by Section 75 may be suspended without pay for more than thirty days while a challenge to the action is proceeding in accordance with contractual and/or legal provisions.

## **ARTICLE XIV**

### **Grievance Procedure**

#### **Declaration of Purpose**

The grievance procedure shall be utilized to resolve any differences between the employer and members of the bargaining unit and/or the Association. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

#### **Definitions**

**Grievance** – any claimed violation, misinterpretation or inequitable application of this agreement

**Grievant** – an employee in the bargaining unit or the Association

**Supervisor** – the administrator to whom the employee is directly responsible.

**Superintendent** – the Superintendent of schools or her/his designee

**Day(s)** – business days

#### **Principles**

A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

An employee shall have the right to be represented at any stage of the procedures by the Association or a person of his/her own choice.

Each party to a grievance is entitled to copies of all written statements and records pertaining to such case.

All hearings shall be confidential. The Association has the right to be present at any and all hearings.

Grievances must be submitted within ten (10) days after the Association or the aggrieved party knew of the events or conditions on which it is based.

Time limits may be extended by mutual consent of the grievant and the employer.

In the event a grievance affects the Association or a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent at Step 2 of the grievance procedure.

All written grievances shall include the name and position of the aggrieved party, the provision(s) of this agreement alleged to have been violated, the time when and place where the event(s) or condition(s) giving rise to the grievance occurred and the identity, if known, of the person responsible for such. A general statement of the nature of the grievance and the redress sought should also be included.

All decisions will be sent to the grievant, his/her representative, and the Association president.

### Procedure

Step 1 – The grievant shall present the grievance to the supervisor orally and attempt to resolve the matter.

In the event the matter is not resolved to the grievant's satisfaction or the supervisor does not respond with ten (10) days after the grievance is orally presented, the grievance shall be committed to writing and presented to the supervisor.

The supervisor shall respond in writing to the grievance and render a decision within ten days of receipt by the written grievance.

Step 2 – Within five (5) days after the decision at Step 1, if the decision is not satisfactory to the grievant, the grievance may be appealed to the Superintendent of Schools. The Superintendent shall review the matter and render a decision within ten days of receipt of the appeal. Should either the grievant or the Superintendent request a meeting on the grievance, the meeting shall be scheduled within ten (10) days thereafter.

Step 3 – In the event that the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, he/she may appeal such to the Board of Education within ten (10) days of receipt of the Superintendent's decision.

The aggrieved party shall submit a written appeal or request for a hearing to the Board President. The Superintendent shall forward to the Board President the complete grievance record. The Board, if requested by the aggrieved party, will schedule a hearing during Executive Session within twenty (20) days of the request, at which the aggrieved party may be accompanied by Association representatives.

Should no hearing be requested, the Board shall render its decision within twenty (20) days of the receipt of the aggrieved party's written appeal.

Step 4 – In the event that the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, the matter may be submitted to final and binding arbitration under the rules of the American Arbitration Association. No grievance shall go to arbitration without the consent of the Association. The Association shall submit the demand for arbitration within twenty (20) days of receipt of the Board of Education's decision. The costs for the arbitration shall be borne equally by the employer and the Association.

## **ARTICLE XV**

### **Staff Development**

It is in the best interest of the School District to provide staff development to all employees, therefore, a committee representing this association shall work with management to develop appropriate programs. A CPR/First Aid program will be offered on a voluntary basis to unit employees. Teacher Aides will receive regular pay for the hours of their participation.

## **ARTICLE XVI**

### **Health and Safety**

The Clerical/Aide Association will participate in determining who should receive annual hepatitis vaccinations as well as any other related services offered District employees to protect their safety and well being in the performance of their job-related duties. The School Business Executive agrees to represent the Association's members on this issue. He, in consultation with the District's doctor, will review each case with the Association's representative with the goal of including those employees whose job descriptions and responsibilities warrant vaccinations.

## **ARTICLE XVII**

### **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 during regularly scheduled work hours 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 XVIII**

### **Seniority**

Civil Service rules shall govern those who have seniority rights under law. All other unit employees shall have such rights as are described below.

The District shall maintain separate seniority lists for full-time and part-time employees in each position. In the event a part time unit employee must be excessed or reduced in hours, the least senior part-time employee in the affected job title shall suffer the loss. In the event a full-time unit employee must be excessed or reduced in hours, the least senior full-time employee in the affected job title shall suffer the loss.

Seniority shall be determined by the length of continuous employment with the District. Periods of lay-off and unpaid leaves of absence will not be considered a break in service. Seniority shall be measured from the day of original service to the District. In the event of ties, the District shall use the earlier appointment date to determine who is more senior.

A person who has been laid off shall be put on either a part-time or full-time preferred eligible list, whichever is appropriate, and shall be recalled to positions within the same job title for four years following the date of lay off. A person who refuses a position that offers the same number of hours in the same job title as previously held shall be removed from the recall list. The wage for the recalled individual shall be the rate at which the individual left plus the current year's increase, or the starting rate, whichever is higher.

## **ARTICLE XIX**

### **Retirement Benefits**

#### **A. NYS Employees Retirement System**

1. Membership in the N.Y.S. Employees' Retirement System is mandatory for all full-time, twelve-month employees;
2. Membership in the N.Y.S. Employees' Retirement System for any employee working less than full-time is optional;
3. Employees are required to complete the appropriate enrollment or declination forms as needed.

#### **B. Health Insurance Benefit**

1. A unit member at retirement, with 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. Unit employees, hired after July 1, 2007, will need a minimum of fifteen (15) consecutive years of service with the Jamesville-Dewitt School District to qualify for the benefits of B.1 of this article.
3. A unit member retiring may continue in the Health Insurance Program at the level he/she had at the time of his/her retirement.
4. Surviving dependents may continue coverage in accordance with the provisions of the COBRA enactment.

C. Unused Sick Days at Retirement:

Payout of sick leave at retirement – For employees who have worked at J-D for a minimum of ten (10) consecutive years, who are eligible to receive their pension from N.Y.S.E.R.S., the District agrees to compensate the employee, at retirement, for unused sick days accrued, utilizing either option A or option B (employee's choice):

Option A: Accrued unused sick days (maximum of 240) shall be paid at the rate of \$25. Part-time employees' accrued unused sick leave days will be pro-rated based on their levels of service throughout their employment in the District (maximum equivalent of 240) and paid at the rate of \$25.

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

Part-time employees' accrued unused sick leave days will be pro-rated as in Option A for the purposes of this provision.

Any cash stipend paid under option A or B shall be contributed by the employer on behalf of the unit employee as a one-time non-elective employer contribution. Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions under Internal Revenue Code Section 403(b). If the employee does not designate a 403(b) account to receive Employer's contributions or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall inform the employee of options regarding the contribution.

D. Retirement Benefit (Clerical Only):

A unit employee eligible to retire under rules adopted by the N.Y.S. Employees' Retirement System, having served a minimum of ten (10) consecutive years in this school district, may be entitled to severance pay:

1. If qualified, 10% of Base Pay calculated on last year worked.
2. Notification is given to the District by February 1 and the employee retires by June 30.
3. Employees hired after July 1, 2001 will not be eligible for the retirement benefit listed in section D.



**ARTICLE XX**

**Management Rights**

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

**ARTICLE XXI**

**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 XXII**

**Duration of Agreement**

This agreement shall take effect on the 1<sup>st</sup> day of July, 2007 and continue in effect through the 30<sup>th</sup> day of June, 2010.

**ARTICLE XXIII**

**EXECUTION OF AGREEMENT**

For the Clerical/Aide Association:

Christine M. Lane

Christine Lane, President

For the School District:

  
\_\_\_\_\_

Alice Kendrick, Superintendent

Signed this 18<sup>th</sup> day of December, 2007.