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**Agreement Between
Local 200 United
Service Employees International Union AFL-CIO
And
Le ROY CENTRAL SCHOOL DISTRICT**

**CONTRACT TERM:
Effective July 1, 2006 though June 30, 2010**

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PREAMBLE

This Agreement is made and entered into effective July 1, 2006 by and between Le Roy Central School District No. 1 and Service Employees International Union, AFL-CIO, Local 200 United.

The Board of Education of the Le Roy Central School District (hereinafter referred to as the "Employer") and Service Employees International Union, AFL-CIO, Local 200 United (hereinafter referred to as the "Union") recognize that it is their joint responsibility to maintain an efficient school.

Being cognizant of the fact that functions of the non-teaching staff are realized when mutual understanding, cooperation and effective communications prevail between the Employer and its non-teaching staff, and pursuant to the provisions of Article 14 of the New York State Civil Service Law, this Agreement has been adopted by the Employer and the Union.

ARTICLE I – Recognition

Section 1 – Bargaining Union

The "District" recognizes the "Union" as the sole and exclusive bargaining agent for all regular clerk/typists, stenographers, library clerks, custodial workers, groundskeepers, cleaners, couriers, laundry workers, bus drivers, senior building custodians, building maintenance mechanics, and senior building maintenance mechanics as set forth in this certification of the Public Employment Relations Board No. C=1161 dated March 7, 1975.

The District agrees to negotiate with no organization other than the Union concerning employees in the above-described bargaining unit for the duration of the recognition.

Section 2 – Obligations of the Union

The Union and the Employer expressly agree not to discriminate against any employee within the unit in the application of this Agreement because of membership or non-membership in the Union.

As a condition of the various provisions of this Agreement to which the parties have agreed, the Union covenants, pledges and agrees that no members of the Union will engage or participate in a strike during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

The Union shall be required to take affirmative steps to stop members from strikes, sit downs, slow-downs, stoppage of work, boycotts, or any lawful acts that interfere with the Employer's operation for the duration of this Agreement.

The Employer reserves the right to discipline (including discharge) employees who violate the NO STRIKE clause.

Section 3 – Definitions

Full-time Employee: A full time employee is one regularly scheduled to work six (6) or more hours per day for the calendar year (52 weeks).

School Year Employee: A school year employee is one regularly scheduled to work six (6) or more hours per day during the school year (September through June), and bus drivers regularly scheduled to drive two (2) or more round-trips per day during the school year.

Part-time Employees: A part-time employee is one who is scheduled to work less than six (6) hours per day and/or less than five (5) days per week.

Casual Employee: A casual employee is one not in the bargaining unit and includes summer work, substitutes, and irregular casual employment.

Regularly Assigned Drivers: Drivers who drive regular driving assignments every school day. Assignments will normally be designated as “AM Routes,” “Mid-day Routes,” “PM Routes” and “Special Education/Private Routes” and will be based on the Le Roy Central School District calendar or the receiving school’s calendar showing days in session (September 1 – June 30).

Buildings and Grounds Staff: Employees holding the civil service job titles of building maintenance mechanic, cleaner, custodial worker, groundskeeper, senior building maintenance mechanic, senior custodial worker, or any other title within the bargaining unit with job functions centrally related to the cleaning and/or maintenance of District premises, inside or out.

ARTICLE II – District Vision, Mission and Beliefs

Section 1 – The District and the SEIU recognize that every District employee is a representative of the District and is expected to conduct him or herself in a manner that promotes public respect for and confidence in the Le Roy Central School District, that fosters a positive and collaborative working environment, and that promotes the District’s vision, mission and beliefs.

Section 2 – The Vision, Mission and Beliefs of the Le Roy Central School District are:

Vision: The Le Roy Central School District is a world class community of learners who exceed core local, state, national and international standards.

Mission: The mission of the Le Roy Central School District is to provide an exceptional, high quality educational environment where all learners are empowered to succeed.

Beliefs: As a district, we believe in:

- an inclusive, safe and healthy learning environment
- the value of each student and staff member
- strong ties with families and community
- high expectations
- the importance of continuous improvement
- a full range of educational opportunities
- taking pride in our schools, district and community
- people who are engaged in and challenged by suitable, rigorous academic work that prepares them for success each day and in the future
- people who are self reflective, and exhibit a sense of leadership, responsibility, collaboration, tolerance, cooperation and caring
- independent, effective decision makers
- the development of unique individual talents
- inspiring a life long love of learning and a sense of inquisitiveness
- work that is meaningful, relevant, requires a strong ability to obtain, process, and produce information, and incorporates 21st Century skills
- creating and adopting fiscally responsible school budgets that reflect the district mission and adequately address program and student need

ARTICLE III – Management Rights

The Employer retains the sole rights to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services, to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE IV – Employee Rights

Section 1 – Union Business

Normally, Union business shall be conducted outside the scheduled working hours. However, if a request is initiated by the Business Representative of the Union and approved by the Superintendent for a Union representative, including steward, to meet with an employee or representative of the employer, such meeting may be permitted so long as there is no interference with or interruption of regular working schedules.

Section 2 – Use of School Facilities

Upon approval of a request to the Superintendent, appropriate facilities may be made available to the Union without cost for its legitimate activities in accordance with the rules established by the District. The request for the use of facilities will be approved and provided for if they are reasonable and do not interfere with the District's operation. The Union shall, at the beginning of the school year, submit a list of regularly scheduled meetings for the school year. Such list shall include dates, times, and places. In the event of emergency meetings, the Business Representative of the Union shall inform the Superintendent concerning date, time and place as soon as he is aware of the need. The union shall hold the District harmless for any actions, lawsuits, damages, or claims incurred by an act of the Union, its agents or members while using school facilities, and the Union shall accept financial liability and reimburse the District for ordinary costs incurred by the District in making facilities available or for damage to, or loss of, school equipment and facilities through use by the Union.

Section 3 – Bulletin Boards

The District shall provide space on existing bulletin boards at a place designated by the District for the purpose of posting the following:

- A. Notices of Union recreation and social affairs;
- B. Notices of Union elections;
- C. Notices of Union appointments and reports of Union elections;
- D. Notices of Union meetings;
- E. Other notices considered bona fide Union activities and which have no other general distribution of posting by employees.

The District has the right to inspect and approve all material which the Union proposes to post.

Section 4

Any employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or withdraw from the Union without fear of coercion, reprisal, or penalty from the Union, its agents or the District and its agents.

ARTICLE V – Agency Shop Fee Deduction

The parties agree to implement the Agency Fee as provided for in the Taylor Law.

ARTICLE VI – Dues Deduction

1. The District agrees to deduct from the pay of each employee covered by this agreement regular membership dues for the Union, provided that there is on file with the District by the first day of July, a written authorization executed by the employee authorizing said deductions by District.
2. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form (approved by the District) for this purpose. A union member may withdraw their authorization at any time, provided that employee notifies the Employer in writing of this withdrawal, with a copy to the Union.
3. The authorization shall be furnished by the Union on a union form approved by the District and shall remain in effect until revoked in writing by the employee.
4. By the first day of July, the Union shall submit a list of members for whom dues shall be deducted and authorization forms for those who do not already have authorization forms on file, and shall certify the current rate of its membership dues. Changes in the rate of membership dues or additional authorization obtained subsequent to the first day of July may be implemented in February if submitted no later than two (2) weeks before February 1.
5. Deductions shall be made only for months during which the employee is paid.
6. The District shall forward said dues to the agent designated by the Union as the recipient of said dues.

7. The Union agrees to indemnify the District and hold it harmless from any and all claims, disputes, or damages sustained as a result of making the deductions provided for in this Article.

ARTICLE VII – Seniority

Section 1 – Application

This Article shall apply to all regular employees. Seniority shall be applied to full-time and school year employees as a group and to part-time employees as a group. Two separate seniority lists shall be maintained.

Section 2 – Seniority

Seniority shall be defined as an employee's length of continuous service with the District since his last date of hire, and in the job classification in which he works.

Section 3 – Acquiring Seniority

Each employee in the competitive class of Civil Service employed on a regular basis will be hired first on a provisional basis until such time as he has completed the necessary Civil Service examination, at which time the employee shall be granted a probationary appointment. Each employee in the non-competitive class shall serve a probationary period, which shall commence on the first day of employment. If a bus driver starts driving a regular run before Board approval, when approved by the Board, such driver shall be appointed in order of their original driving date.

The probationary period for all employees shall be for the first 90 working days of employment. There shall be no seniority among probationary employees and such employees may be terminated in the sole discretion of the employer and without recourse to this Agreement at any time during the probationary period or period provided above.

If the employee is retained after successful completion of his probationary period, he shall be deemed a permanent employee and he shall acquire seniority retroactive to his date of employment, and he shall be entitled to the rights and protections of this Agreement.

Section 4 – Loss of Seniority

An employee's continuous service and all of his seniority rights shall be terminated by and of the following:

1. Discharge for cause
2. Retirement

3. Voluntary quit or resignation. Failure to report for work for three (3) consecutive working days without prior notification to the employer of the reasons for such absence, or failure to return from an approved leave of absence on the scheduled date of return, or failure to report for work on the agreed date of a recall from layoff shall be considered a voluntary quit beginning on the first day of such absence.
4. Has been laid off for a period of 24 consecutive calendar months.
5. Has been on sick leave, paid or unpaid, for a period of twenty-four (24) consecutive calendar months.

Section 5 – Layoff and Recall

In the event that it becomes necessary to lay off employees for any reason, applicable Civil Service Law and Regulations shall govern, but as to employees not so covered, the following procedures shall be followed:

1. Probationary employees shall be laid off within a job classification before any employee with seniority is laid off within the classification, providing the remaining employees are capable of doing the work to be performed without training.
2. Part-time employees within their respective job classification shall be laid off before any full-time employee is laid off within that classification.
3. Layoffs within a job classification shall be on the basis of seniority, with those having the least seniority being the first laid off, provided the remaining employees in the classification have the ability, without training, to satisfactorily perform the remaining work. Such ability shall be evidenced by prior work performed in the District.
4. In the event that a laid-off employee has satisfactorily performed work in the District on a regular basis in another classification, other than as a substitute, he may exercise his seniority in that classification provided he is physically fit and capable of performing the job in a satisfactory manner without training.
5. Employees in a layoff status shall be called back within their classification in inverse order of layoff. Notice of recall shall be sent to the employee's last known address. If the employee fails to notify the District Principal within five (5) calendar days after the date of receipt of such notice of recall that he intends to return to work, such employee shall be deemed to have quit.
6. Bus Drivers – Each school year bus drivers shall report to runs they drove the previous school year, as currently is the practice of the parties. Changes can be made by the Transportation Supervisor and affected

drivers that want to switch runs if such changes are mutually agreed by affected employees.

7. If a run is reduced during the school year, the driver shall continue on such run regardless of the reduction in hours until such time as they can successfully bid on a job vacancy.
8. If a run is eliminated, the affected driver may bump the least senior driver, accepting the hours attached to that run until they can successfully bid on a job vacancy. This process will be applied to summer runs.
9. A job opening in the bus driver classification shall be defined as either the operation of a new run or a position permanently vacated by a regular driver. A layoff does not constitute a job opening.

Section 6 – Job Openings

The District shall post notices of all regular part-time and full-time openings in classified personnel positions, within the bargaining unit. Such notices will be posted at least one (1) week prior to selection of the applicant.

Summer bus runs shall be posted and filled by seniority.

Employees already employed in a job classification covered by the contract shall have the right to bid on vacancies on another shift and be awarded those positions based on seniority in their present position unless the work to be performed by the employee in that other shift is not substantially the same as the work being performed by the bidder, or unless the district has convincing grounds for declining an otherwise entitled bidder's application.

Cleaners shall be given the opportunity to apply for custodial worker vacancies. If a cleaner applicant is as qualified for the custodial worker vacancy as all other applicants, then the cleaner applicant shall be offered the position. The SEIU recognizes that evaluating applicant qualifications is a management right, and the District agrees that its evaluation of cleaner applicant qualifications will be supported by a rational basis.

Section 7 – General

The Employer agrees to supply the Union within two (2) weeks after execution of this agreement, a list containing the names of all employees covered by this Agreement with their length of service with the Employer, and in the job classification in which they are employed in seniority order. Such list shall be kept up to date by notice to the Union of all employees who are laid off, discharged, hired or rehired.

ARTICLE VIII – Hours of Work and Overtime

Section 1

Except as otherwise provided herein, time and one-half (1½) will be paid for all hours worked in excess of eight (8) hours in any workday or forty (40) hours in any work week. Time and one-half (1½) will be paid for all work on a sixth and seventh consecutive day. There will be no pyramiding of overtime payments under this Agreement. Holidays and compensated sick days shall be considered as time worked for purposes of computing overtime.

Section 2

The work week shall start Sunday at midnight and shall end the following Sunday at midnight.

Section 3

A work schedule shall be posted setting forth working hours for all employees.

Section 4

Any employee who is called back to work after completing his regular day's work and leaving the premises shall be guaranteed two (2) hours of work at time and one-half (1½) rate. This shall not apply to bus drivers who shall be compensated for extra work according to the provisions of Section 12 of this Article.

Section 5

Nothing contained in this Agreement shall be interpreted as a guarantee of hours of work in a day or in a week except as provided in Section 4.

Section 6

Any employee assigned to work in a higher classification for a full shift or more shall receive the rate of pay for such higher classification for the hours so worked.

Section 7

Employees shall receive a thirty (30) minute unpaid lunch period.

Section 8

Any overtime which is assigned shall be evenly apportioned within the respective job group.

Section 9 – Department Considerations – Buildings and Grounds Staff

Apportionment of Activities Overtime Work

All activity overtime work in relation to High School activities shall be assigned to high school custodial workers, groundskeepers . . . and all activity overtime work in relation to elementary school activities shall be assigned to elementary school custodial workers, groundskeepers . . . without regard to the physical location of the activity. In the event there is a conflict of commitments between custodial workers, groundskeepers . . . , the overtime job may be assigned to any custodial workers, groundskeepers . . . interested in the work.

The Superintendent of Buildings and Grounds, or that person's designee, shall determine whether the buildings and areas involved in activities requiring overtime work shall be cleaned and returned to full readiness for normal use immediately after the activity or, on the other hand, whether those buildings and areas may be cleaned and returned to full readiness for normal use at a later time.

Supervision and discipline of students, school personnel, and all other persons shall be the sole responsibility of the professional staff or other individual designated by the Superintendent of Schools.

Cleaner Positions: No present custodial worker shall be demoted to a "cleaner" position. No present custodial worker shall be reduced to layoff status or have his or her hours reduced while any "cleaner" is on the payroll. The Employer agrees to maintain two (2) senior custodial workers and two (2) custodial workers. The current number of custodial workers may be reduced through attrition of current incumbents only by retirement, resignation, or voluntary reassignment to another classification within the bargaining unit. Any custodial worker dismissed for cause will be replaced by a custodial worker.

Section 10 – Department Considerations – Bus Drivers

- a) Drivers shall be compensated for extra trips as follows:

<u>Contract Year</u>	<u>First Hour</u>	<u>Per Hour Thereafter</u>
First Year	\$15.44	\$14.45
Second Year	\$15.44	\$14.91
Third Year	\$15.44	\$15.38
Fourth Year	\$15.44	\$15.44

A minimum rate for each extra trip of one (1) hour or less will be paid as follows:

<u>Contract Year</u>	<u>Rate For One (1) Hour Or Less</u>
First Year	\$18.02
Second Year	\$18.60
Third Year	\$19.20
Fourth Year	\$19.76

- b) The District shall determine whether or not a driver shall layover at the destination while waiting to make the return trip or whether he shall immediately return to the district.
- c) Extra trips, also know as extra curricular activity runs, are offered to all regular full-time and part-time drivers in rotations from the rotation list. This list, which is currently used by the Director of Transportation, lists all regular drivers in order of seniority. All trips shall be recorded in writing showing where, when, and who took the trip in accordance with Exhibit A.
 - 1) Substitute drivers will be offered such work only when there is no regular driver who wants the assignment.
 - 2) Drivers shall be allowed to forego their regular run or part thereof (e.g. A.M., Mid-day, or P.M.) in order to be available for a trip, provided a substitute is available to do the regular run or part thereof.
 - 3) However, despite this article and Exhibit A, bus drivers may not bid off their regular run to take Extra Trips during the first week of school, the first week of any summer run, or during the first week of a newly created run.
- d) Extra Trips, midday replacement runs, and the summer fill in list are all rotated to available drivers using separate seniority lists for each. This paragraph is not to change past practice, if any, as to other runs assigned by rotating seniority.
- e) New runs, vacant runs and summer runs are assigned on a straight seniority basis, as is the extra bus driving work created when Holy Family students are transported separately from Le Roy students (i.e., when Le Roy begins school later than usual or ends school earlier than usual) and miscellaneous errands are assigned on a straight seniority basis provided the driver is available. This paragraph is not to change past practice, if any, as to other runs assigned by straight seniority.
- f) When the Transportation Supervisor is notified of the need for a substitute driver with less than two hours notice of the run, then he or she may fill that need in any manner, including but not limited to the use of a regular driver (with his/her consent) or a substitute driver. With two hours or more notice of the need for a substitute, the Transportation Supervisor will offer the substitute work to regular drivers, in straight seniority order, who have notified him that they have had regular work cancelled and are available to substitute on that day by 5:00 PM the prior day. If no such regular driver accepts the offer to substitute, then the Transportation Supervisor will use a substitute driver.

A regular driver may bump an already assigned substitute driver or an already assigned regular driver from substitute AM run work if he or she notifies the Transportation Supervisor of his or her desire to do so by 5:00 PM the prior day. A regular driver may bump an already assigned substitute driver or an already assigned regular driver from any other regular run if he or she notifies the Transportation Supervisor of his or her desire to do so two hours or more before the run is scheduled to depart.

No regular driver may substitute, bump a substitute or bump a regular driver unless he or she is available for all of the work made available by the absence, or unless the Transportation Supervisor decides in his discretion to waive this requirement (such as if a long term absence makes an exception manageable).

- g) Bus drivers required to clean buses in preparation for semi-annual inspection shall be compensated for each cleaning in a lump sum payment equal to their regular hourly rate for regular trip driving. Cleaning time shall be determined by the Director of Transportation.

Section 11 – Superintendent Conference Days

Unit members will be required to attend at least three superintendent conference days on dates determined by the Superintendent. The District intends to make these three days available to all unit members. If a unit member's scheduled work conflicts with attendance at a Superintendent Conference Day, the District will attempt to obtain a substitute for that unit member so he or she may attend the conference day. If a unit member is asked to perform his or her regular duties instead of attend the superintendent's conference, that day will count as one of the three required days.

Unit members who do not normally work on the date and at the time of such required Superintendent Conference Days will receive additional compensation for attendance at the unit members' regular hourly rate.

Section 12 – Meeting Attendance

Unit members will be compensated at their normal hourly rate for any meeting they are required to attend during hours that they would not normally work.

ARTICLE IX - Funeral Leave

In the event of the death of one of the following members of each employee's family: parent, step-parent, legal guardian, spouse, children, step-children, brother or sister, step brother or sister, mother-in-law, father-in-law, brother or sister of employee's spouse, grandchildren, or grandparent, the employee shall be excused from work at his request to attend the funeral, and shall be paid his regular day's pay for all days lost on the day of the funeral and the two

proceeding days, providing that all of those days where regularly scheduled work days of the employee.

In the event of the death of the employee's brother-in-law or sister-in-law, the employee shall be excused from work at his request to attend the funeral, and shall be paid his regular day's pay for the day of the funeral provided the employee is regularly scheduled to work the day of the funeral.

Pay for funeral leave under this provision shall be at the employee's regular rate for his normally scheduled hours of work, exclusive of any overtime or extras.

ARTICLE X – Jury Duty

A full time, school year, or part-time employee called for jury duty will be paid his regular rate provided that when free from jury duty during his regular scheduled hours of work, he reports to work. Second and third shift workers shall be excused from their shift, with full pay for those hours served on jury duty that day.

ARTICLE XI – Personal Days

All full-time employees will be granted three (3) personal days of leave, subject to the approval of the Superintendent of Schools, for business which only the employee can transact and which must be transacted at that time. School year employees will receive two (2) days, subject to the approval of the Superintendent of Schools for the same reason.

Employees will be allowed to use personal days in conjunction with their vacation time or holiday time, with the approval of the Superintendent of School.

ARTICLE XII – Short Term Leave Without Compensation

Short term leave without compensation and benefits may be granted for reasonable personal reasons at the discretion of the District. A written request for such leave shall be submitted to the Building Principal or Transportation Supervisor, when possible, at least two weeks prior to the date that the requested leave would commence. Requests should be made only under compelling circumstances and must be evaluated in light of the needs of, and effect on, the District. Any such leave of absence may be extended after the period granted originally by approval of the District: however, the maximum length of such leave shall be 24 months.

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act 1993 (FMLA), where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

ARTICLE XIII - Return from Leave

Employees who request and are granted leave by the District shall, upon return at the designated termination date of the leave, be returned to their former position, or if not available, to as nearly an equivalent position to that which the employee held at the time his leave commenced.

In the case of sick leave or military leave, the time spent on a leave shall count for the accrual of benefits, advancement on a compensation plan, and seniority shall continue to accrue.

During any other approved leave of absence, the employee shall only continue to accrue seniority.

ARTICLE XIV – Sick Leave

A total of nine (9) sick days per year shall be provided all new employees without loss of pay accumulated at the rate of 2/3 day per month with District paid disability insurance payments at 75 percent of weekly salary provided after eight (8) days of continuous absence to a total of twenty-six (26) weeks. Up to five (5) of the nine (9) sick days per year may be carried over resulting in maximum sick day accumulation of fourteen (14). Employees with more than one (1) year of employment with the District shall be credited with nine (9) sick leave days at the beginning of the school year.

If in the same school year an employee suffers two (2) periods of illness or injury involving absence of five (5) or more consecutive days of scheduled work for which the employee receives disability insurance payments pursuant to the District's disability plan, the employee shall receive two (2) additional days of paid sick leave to be applied to the eligibility waiting period for the second covered illness or injury, which days shall be paid retroactively after the employee qualifies for coverage.

All employees covered under this contract must notify their supervisors prior to their absence from work for any reason. Such notification must include the reason for absence and the approximate amount of time they will be absent.

The Employer may require a statement from the employee's physician certifying the nature of the illness and may, when sick leave has exceeded eight (8) days, require a physical examination by a physician selected and paid for by the Employer as a condition of continuing payment.

Pay for sick days shall be the employee's regular rate for his normally scheduled hours of work exclusive of any overtime or extras.

Sick leave shall not be payable on termination of employment regardless of the reasons for termination.

Extended Sick Leave Absence

An employee suffering an illness or injury compensable under the Worker's Compensation Law shall be entitled to a leave of absence with no pay and/or benefits other than those provided for illnesses for a period of twelve months. The employee may request two extensions of such leave not to exceed six additional months each. The granting of such extensions shall be at the discretion of the Superintendent. Request for such extensions must be made at least sixty days prior to the expiration of the initial leave.

Any employee released to work by his or her physician returning from an extended illness or Workers' Compensation illness or injury, shall be returned to work on the effective date of the release unless the District requires the employee to be examined by its physician prior to return. If the employee gives one (1) weeks prior notice of the proposed return date, and if the District requires the employee to be examined by its physician, and if the District's physician clears the employee to return to work, the employee shall be paid regular wages for the period of time during which employee's return to work was delayed, if any.

ARTICLE XV – Vacation

- (a) All full-time employees covered by this Agreement will be granted a paid vacation according to the following schedule:

<u>Required Service Years</u>	<u>Time-off</u>
Completion of 1 year	10 days
Completion of 6 years	12 days
Completion of 9 years	14 days
Completion of 11 years	16 days
Completion of 12 years	18 days
Completion of 14 years	20 days
Completion of 15 years and over	21 days

No more than two weeks vacation will be taken during the summer recess and the remaining time is to be arranged throughout the school year with the approval of the Superintendent of Schools or his or her designee. Vacation time which is unused in one year may carry over to future years, but the amount of carry over may not exceed ten (10) days.

- (b) For purposes of scheduling and computing earned vacation, the vacation year shall be the school year. The District shall determine the number of employees within each job classification who may be on vacations at any one time. Consistent with the provisions of this Article, employees shall select their vacation period in order of their seniority. After vacations are scheduled and approved, they may not be changed except by mutual agreement between the employee and the Employer.

- (c) Layoffs or absence due to illness not exceeding 120 days shall not limit or abridge the employee's right to full vacation with pay to which the employee would otherwise be entitled.
- (d) It is recognized that vacations are based on past service. Hence, when an employee has completed a year of service in accordance with his anniversary date of hire, he shall be deemed to have earned his vacation and even though he does not take vacation or receive vacation pay at that time. Further, if his employment is terminated prior to his anniversary date of hire, he shall also receive vacation pay prorated in accordance with the number of months he worked since the last anniversary of this employment to the date of termination. However, if an employee quits his job without ten working days notice, or is discharged for just cause, he shall forfeit his termination vacation pay.
- (e) Vacation shall be paid at the employee's weekly rate as of the time vacation is taken.

ARTICLE XVI - Emergency School Closings

- (a) **Emergency School Closings Due To Road Closings:** When the County Sheriff's Department or other emergency management authority closes roads in Genesee County and when an unscheduled school closing results, as confirmed by the Superintendent or his/her designee, employees shall be paid their regular hourly rate for the normally assigned hours that they miss as a result. However, the Supervisor of Buildings and Grounds or his designee may contact individual employees and arrange with them, with their consent, that they will work. These employees will be paid at their regular hourly rate for all of their normally assigned hours for that day, plus they will be paid at their regular hourly rate for the hours actually worked that day.
- (b) **Emergency School Closings Without Road Closings:** When unscheduled closings occur without roads being officially closed, the following applies:
 - (i) Any reasonable attempt by the District to notify an employee not to report for work, including by telephone, shall satisfy the District's obligation to give stay-home-notice under this Article.
 - (ii) If the district gives stay-home-notice:
 - Employees stay home without pay.
 - Employees may use personal time rather than go unpaid.
 - (iii) If the district does not give stay-home-notice:
 - All employees report to work as scheduled.
 - Employees who do not report to work will not be paid for the time they miss. If any employee reports for work but is sent home before

beginning work, then that employee will receive one-half (1/2) pay at his or her regular hourly rate.

- If any employee reports for work, begins work, and is then sent home, then that employee will receive full pay at his or her regular hourly rate.
- The regular workday for bus drivers begins fifteen (15) minutes prior to time of departure in order to complete pre-trip procedures. Note: This bullet point will be deleted (under the January 2004 MOA about hours paid for driving time).
- Employees may use personal time rather than go unpaid.

ARTICLE XVII – Holidays

The following days shall be designated as paid holidays for full-time and school year employees, except bus drivers:

1. New Years Day
2. Martin Luther King's Birthday*
3. President's Day*
4. Good Friday
5. Memorial Day*
6. Independence Day
7. Labor Day
8. Columbus Day*
9. Veteran's Day*
10. Thanksgiving Day*
11. Day After Thanksgiving*
12. Day Before Christmas
13. Christmas Day*

The eight (8) designated holidays (*) shall be paid holidays for bus drivers and part-time employees, for which they shall receive pro rata pay based on the average number of hours they would have worked on that day. No holiday shall be paid except where the employee would have worked on that day were it not for the holiday. When any of the above holidays fall on a Saturday, the Friday immediately preceding shall be considered as the holiday. When the holiday falls on Sunday, the following Monday shall be considered as the holiday, provided that such holiday observance does not interfere with the school calendar and create a situation where the unit members do not report for work when school is in session.

In order to be eligible for pay on a designated holiday, the employee must work his last regularly scheduled full day preceding and following the holiday except in cases covered under provisions of Article VII (Funeral Leave), Article VIII (Jury Duty), Article XII (Sick Leave), Article XIII (Vacation), or Article IX (a personal day that the Superintendent has approved for use in conjunction with holiday time).

ARTICLE XVIII – Insurance

It is understood that the Employer will provide for all employees covered by this agreement a hospital and surgical plan including a \$50 deductible major medical plan with a drug rider, vision plan, and dental plan. The employer shall contribute to the health care premium for all employees covered by this contract who opt to enroll in the plan pursuant to the following schedule:

2006-2007 Through 2009-2010

Full Time Employees	80%
School Year Employees	80%
Regularly Assigned	
Bus Drivers	50%
Part Time Employees	50%

All eligible employees shall be enrolled by the district. It is the intent of the parties that the above stated coverage is to be available for employees who are not covered under a comparable policy regardless of the source of that policy; that is, the Employer shall not be required to pay premiums for coverage under this article which will constitute double coverage for the employee. No claims shall be handled by the Employer.

New hires to the District are designated as probationary employees for their first ninety (90) days of employment. After this period has been satisfied, and with Board approval, the employee receives permanent status. All employees shall be eligible for health insurance coverage upon receiving permanent status.

Bargaining unit members retiring from the district will be allowed to continue in the group health plan as self pay.

In the event that a bargaining unit member cannot work due to workers' compensation or disability claim, the district will continue to pay its contractual share of that individual's health coverage (individual or family) for the first ninety days during which he or she would otherwise be required to cover the premium in total pursuant to COBRA regulations. This benefits can be exercised only one time between July 1 and June 30 of any given year.

ARTICLE XIX – Maximum Hourly Wages, Shift Differentials and Stipends

	Effective	Effective	Effective	Effective
	7/1/06	7/1/07	7/1/08	7/1/09
<u>Civil Service Job Classification</u>				
Clerk/Typist, Full Time	\$16.07	\$16.58	\$17.11	\$17.66
Clerk/Typist, Part Time	\$13.12	\$13.54	\$13.97	\$14.42
Stenographer	\$16.07	\$16.58	\$17.11	\$17.66

Library Clerk	\$16.07	\$16.58	\$17.11	\$17.66
Custodial Worker	\$18.98	\$19.59	\$20.21	\$20.86
Groundskeeper	\$18.98	\$19.59	\$20.21	\$20.86
Cleaner*	\$10.12	\$10.77	\$11.45	\$12.19
Courier	\$10.12	\$10.77	\$11.45	\$12.19
Laundry Worker	\$13.58	\$14.02	\$14.46	\$14.93
Bus Driver	\$20.27	\$20.92	\$21.59	\$22.28
Sr. Custodial Worker	\$1,250	\$1,250	\$1,250	\$1,250
Bldg. Maint. Mech.	\$20.30	\$20.95	\$21.62	\$22.31
Sr. Bldg. Maint. Mech.	\$22.87	\$23.60	\$24.36	\$25.14
Afternoon Shift Diff.	\$.35	\$.35	\$.35	\$.35
Night Shift Diff.	\$.45	\$.45	\$.45	\$.45

For employees hired after July 1, 2006, shift differentials and stipends shall be as shown above, but hourly wages during the first five years of employment shall be the percentage shown below.

<u>Employment Year:</u>	<u>Percentage of Maximum Hourly Wage:</u>
1.	75%
2.	80%
3.	85%
4.	90%
5.	95%

The District may jump new hires beyond year one in its discretion. For example, the District may choose to give a new hire credit for three years of prior experience and start that new hire at 90% of the maximum hourly wage.

* Additional Cleaner Compensation: During winter break, spring break and between July 1 and September 1, cleaners shall earn \$1.00 per hour actually worked in addition to the hourly wage specified above. (Cleaners on any paid leave during these periods - such as vacation, sick or personal leave - shall not receive the additional \$1.00 per hour and shall instead be paid their ordinary wage).

Regular Bus Trips” and “Other Routes” shall be paid based on actual duty time, which each driver will report on his or her time sheets. Actual duty time shall include driving time as well as fueling; cleaning; disciplinary write ups and other paper work; talking to

principals, parents and the Transportation Director; pre-trip inspections; post-trip inspections and any other work within a bus driver's civil service job description.

"Regular Bus Trips," however, will be subject to the following minimum and maximum number of compensated hours.

Minimum: "Regular Bus Trips" will be paid a minimum of 1 hour for the first AM trip, 1 hour for the second AM trip, 1 ¼ hours for the first PM trip and 1 hour for the second PM trip for a total minimum of 4 ¼ hours for a full four-trip day. Maximum: "Regular Bus Trips" will be paid a maximum of 1 hour 10 minutes for the first AM trip, 1 hour 10 minutes for the second AM trip, 1 hour 20 minutes for the first PM trip and 1 hour 20 minutes for the second PM trip for a total maximum of 5 hours for a full four-trip day. Just as a driver may occasionally complete a four-trip day in less than four and one-quarter (4¼) hours, a driver may also occasionally complete a four-trip day in more than five (5) hours. In either event, the stated minimum and maximum shall still apply in all but the most extenuating of circumstances.

Any paid leave time (including sick, personal, and Emergency School Closings) from any Regular Bus Trip shall be paid based on the above minimum compensable hours.

ARTICLE XX – Partial Tuition Assistance

The children of Full-time Employees residing outside the Le Roy Central School District may attend the Le Roy Central District at half the normally applicable tuition. "Child" is defined (for purposes of this article only) as any school age person over whom the employee has legal guardianship. The District may, at its discretion, require proof to its satisfaction of legal guardianship.

ARTICLE XXI – Safety and Equipment

Under no circumstances will an Employee be required to work in violation of any applicable statute or court order, or in violation of a government regulation relating to safety or person or equipment.

Employees shall immediately or at the end of their shift report all defects in equipment.

All equipment, which in the judgment of the appropriate supervisor is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

The District will provide all special tools as may be required to adequately perform the various tasks. All special tools shall be supplied, maintained and replaced by the District except when lost, damaged or destroyed through an act of carelessness or other deliberate act on the part of the employee, in such a case, the employee shall be responsible for restitution.

A list of the personal hand tools required has been prepared and distributed to all concerned.

Though all employees are expected to be alert to any unexpected hazard or dangerous circumstance, no bargaining unit staff will be responsible for checking lockers or classrooms for explosive materials in response to bomb threats.

ARTICLE XXII – Meet and Discuss

The two parties have agreed, concurrently with conclusion of a collective bargaining agreement, that each will conform to the “Meet and Discuss” provisions which they recognize to provide:

“Meet and Discuss” means the obligation of the Employer and the Union upon request of the other party to meet at reasonable times and discuss matters relating to the administration of this Agreement.

The Employer shall be represented in “Meet and Discuss” session by not more than five persons of its own choosing.

The Employee organizations shall be represented in “Meet and Discuss” sessions by not more than five persons of its own choosing.

The “Meet and Discuss” committees representing the Employer and the Employee organizations shall meet periodically, at times mutually agreeable to the two committees and it may be during regular working hours, for the purpose of conferring on “Meet and Discuss” items.

It is understood that this provision does not involve collective bargaining and does not require either party to concede a position.

ARTICLE XXIII – Grievance Procedure and Arbitration

A. Grievance Procedure

Strong, successful, effective relationships depend upon clear, timely communication and collaboration. Therefore, it is the district’s and union’s mutual belief that any employee dispute or controversy should be discussed as quickly as possible by those parties closest to the issue at hand. The following grievance procedures are provided in case collaborative discussion does not resolve an alleged violation or misapplication of this agreement. The employee’s and/or union’s failure to engage in collaborative discussion shall not prohibit utilization of the grievance procedures.

All grievances as herein defined, shall be settled in accordance with the following grievance procedure. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an employee covered by this Agreement and the Employer, alleging a violation or misapplication of a term or provision of the Agreement.

Step One: All grievances must be initiated within twenty (20) working days of the alleged occurrence. A grievance is initiated when it is written, signed by the grievant and a union representative, and personally delivered to the employee's immediate supervisor or, in the supervisor's absence, to an employee in the superintendent's office. The supervisor must give his written answer within ten (10) working days of initiation.

Step Two: If a satisfactory settlement is not reached in Step One, the grievant must give or send a copy of the written grievance to the Superintendent or the Superintendent's designee within five (5) working days after receipt of the Step One answer. The Superintendent, the grievant or one of the Union's stewards shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within five (5) working days after such meeting.

Step Three: If the grievance is not settled in Step Two, copies of all written replies and the grievance shall be forwarded to the Superintendent of Schools within five (5) working days after receipt of the Step Two decision. The grievant, the Union's full time officer and/or Business Agent and the District Superintendent shall meet and attempt to settle the grievance within five (5) working days after the District Superintendent's receipt of the Step Two answer. A written answer must be given by the Employer within five (5) working days after such meeting.

B. Arbitration:

1. In the event no agreement is reached at Step Three of the Grievance Procedure, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within five (5) working days after receipt of the Step Three answer. Appeal shall be by written notice served on the Superintendent or President of the Union. The parties shall then promptly attempt to mutually agree upon an arbitrator within five (5) working days after the notice of appeal.

2. If the parties are unable to mutually agree upon an arbitrator within five (5) working days, then the appealing party shall within fifteen (15) days request the Public Employment Relations Board or the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators. The parties shall then select the arbitrator from such list by each party alternately removing one name from the list until but one name remains, or if desired by either party, according to the procedure specified by the Public Employment Relations Board or Federal Mediation and Conciliation Service.

3. The decision of the arbitrator shall be final and binding; however, the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to add to, subtract from, or modify its terms.
4. No decision of an arbitrator shall create the basis for retroactive adjustments in any other case.
5. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Employer and the Union.
6. The expense of the arbitrator selected, the hearing room and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union. Where possible, the parties shall use school facilities for the hearing at no cost to the parties. The fees paid to the arbitrator shall be based on the schedule announced to the parties by the arbitrator or the service prior to the selection of the arbitrator.

C. General Provisions

1. The entire grievance procedure must be exhausted before going to arbitration unless both parties agree to skip one or more of the steps.
2. Any expense in connection with arbitration or mediation shall be shared by the parties.

3. Time Limits

Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within twenty (20) working days after the grievant knew or should have known of the act or condition on which the grievance is based.

If a grievant fails to appeal an unsatisfactory disposition of this alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

Failure of any step of the grievance procedure to communicate a decision to the grievant within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

4. Each written grievance shall include the name and position of the employee or employees affected by the alleged grievance, the specific Article and Section of the Agreement involved in the said grievance.

5. Nothing contained in this Article shall be construed as limiting the right of an employee allegedly having a grievance to discuss the matter informally with any appropriate member of the administration, provided a union representative is permitted to be present.

ARTICLE XXIV – Evaluations

It is the intention of the District to evaluate each employee annually. The District will use the attached employee performance review, the form of which was developed in collaboration with the SEIU.

Article XXV - Job Stewards

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of Job Stewards and alternates so designated by the Union shall be limited to and not exceed the following duties and activities.

A. The investigation and presentation of grievances in accordance with the provision of the collective bargaining agreement.

B. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information.

1. have been reduced to writing, or,
2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

Job Stewards shall be authorized to investigate, prevent and process grievances on or off the property of the Employer, without loss of time or money, provided they first obtain approval from their supervisor. It is understood that such activities shall be handled during non-working time, to the extent possible.

ARTICLE XXVI – Peremptory Provisions

This Agreement shall constitute the full and complete commitments between both parties and shall supersede any rules, regulations or practices of the Employer, which shall be contrary to or inconsistent with its terms.

If any provision of this Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect.

All rights, powers and authority which the Employer has prior to entering into this Agreement are retained by the Employer, except as those rights are expressly and specifically limited by this Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any such right, power or authority.

ARTICLE XXVII – Agreement

The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement except an amendment mutually agreed upon between the parties, in writing, signed, and annexed hereto and designated an Amendment to this Agreement, shall supersede or vary the provisions herein.

This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligation for the duration of this Agreement under all laws requiring them to bargain.

ARTICLE XXVIII – Legislative Approval

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIX – Retirement

The Employer will provide New York State Retirement benefits for bargaining unit employees in accordance with the following:

1/60th Non-Contributory Pension Plan under 75-I New York Retirement and Social Security Law, death benefits and disability retirement pursuant to the provisions of Title 7, sections 60-64 or Title II section 448 of Retirement and Social Security Law; Limitations for new entrants to the retirement system after July 1, 1973 pursuant to Article II, sections 440-451 of the Retirement and Social Security Law.

Pursuant to section 60-b, above, the Employer shall provide the guaranteed ordinary death benefit authorized by section 60-b of the Retirement and Social Security Law (3 times annual earnings with a maximum of \$20,000), for employees employed prior to July 1, 1973)

Employees who were employed after July 1, 1973 are offered two (2) death benefits, i.e.,

Death Benefit One

This benefit is equal to one month's salary for each full year of service, up to a maximum of three years salary upon the completion of 36 full years of service. However, if you are eligible to retire without benefit reduction, a benefit in an amount equal to the pension reserve applicable to a member who dies in service (using the actuarial table then in force) will be paid, if this alternative proved a greater benefit. DEATH BENEFIT ONE is not payable if death occurs after you retire.

Death Benefit Two

Upon completion of one year of service, this benefit will equal your salary. Upon completion of two years of service, the benefit equals two times your salary. Upon completion of three years of service the benefit equals three times your salary. However, the benefit is subject to the following limitations:

- A. If you last joined the retirement system prior to attainment of age fifty two, the maximum benefit shall be three year's salary;
- B. If you were age fifty-two when you last joined the retirement system, the maximum benefit shall be two and one-half times annual salary;
- C. If you were age fifty-three when you last joined the retirement system; the maximum benefit shall be two year's salary;
- D. If you were age fifty-five or older but under age sixty-five when you last joined the retirement system the maximum benefit shall be one year's salary; and
- E. If you were age sixty-five or older when you last joined the retirement system, the maximum benefit shall be one thousand dollars.

ARTICLE XXX – Duration

This Agreement, and any written amendments annexed hereto, shall continue in full force and effect until June 30, 2010 and unless written notice is given at least 120 days, but not more than 160 days prior to June 30, 2010 by either party requesting a change or termination of the Agreement, its shall continue in effect from year to year until such notice is given at least 120 days, but not more the 160 days prior to June 30, of any subsequent year.

Board of Education
Le Roy Central School

Local 200 United, Service Employees
International Union, AFL-CIO

Donald Hobart, President
Dated: _____

Carl Monti, LRS
Dated: _____

Mary Jane Brooke,
Superintendent
Dated: _____

Dennis Lapp
Dated: _____

EXHIBIT A

1. Extra Trips shall generally be assigned each week on Friday. The Extra Trips assigned each Friday shall be only those Extra Trips then known to the Transportation Director to depart on the next following Monday through and including the next following Sunday.
2. Regular Bus Drivers generally will be informed of known Extra Trips on Wednesdays, two days before they are assigned. That notice will be given in the same way as under the current practice; that is, using the Extra Trips notebook.
3. Extra Trips that the Transportation Director knows of by Wednesday will be placed into the Extra Trips notebook in chronological order, by date and time. (Extra Trips that are scheduled to depart first will appear in the notebook first.)
4. If the Transportation Director becomes aware of an Extra Trip (or trips) after notifying drivers (on Wednesday) of next week's Extra Trips:
 - (i) The Transportation Director will place those Extra Trips in the Extra Trips notebook after the chronological group, in the order in which he learns of them, and
 - (ii) If such an Extra Trip is not assigned using the ordinary rotating seniority system on Friday, the Transportation Director will nonetheless make a good faith effort to assign the Extra Trip on a rotating seniority basis by attempting to notify the necessary driver(s).
5. Anytime the Transportation Director learns of an Extra Trip less than 24 hours before scheduled departure time, the "24-Hour-Rule" will apply. Under the 24-Hour-Rule, the Transportation Director will make a good faith effort to assign the trip on a rotating seniority basis by attempting to notify the necessary driver(s). However, Extra Trips will be assigned under the 24-Hour-Rule without rotation of the seniority list. That is, drivers will not lose their turn under the rotating seniority system by accepting or by declining an Extra Trip which is assigned under the 24-Hour-Rule.
6. A cancelled Extra Trip is one that never departs. If the bus departs, the trip is considered to have run, even if it is shortened. If a shortened trip is rescheduled, it shall be reassigned using rotating seniority. When an Extra Trip is cancelled, the driver shall notify the Transportation Supervisor. If it is rescheduled, it shall be reassigned to the original driver. If a driver recognizes an Extra Trip as one he or she is entitled to under this agreement, he or she will notify the Transportation Supervisor so that the trip will not be mistakenly reassigned to another driver. The driver shall be responsible for driving the reassigned trip, meaning that he or she will accept the trip and he or she will not be able to forgo the reassigned Extra Trip for a different one. However, it is understood that on occasion a driver may not be available on the rescheduled date due to circumstances beyond his or her control. If the originally assigned driver is not available, the trip is then reassigned following the procedures in this agreement.

7. This Agreement is intended to govern only the specific issues addressed, not to alter any practice which is not addressed above.

Seiu4(06-10)