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West Genesee Central School District
And Seiu Local 200-B (Head
Custodians Unit)

AGREEMENT

BETWEEN THE

HEAD CUSTODIANS OPERATING UNIT
OF LOCAL 200B, SEIU

AND

WEST GENESEE CENTRAL SCHOOL DISTRICT

JULY 1, 1995 - JUNE 30, 1998

TABLE OF CONTENTS

	AGREEMENT	1
ARTICLE I	Recognition	1
ARTICLE II	Definition	1
ARTICLE III	District Jurisdiction	1
ARTICLE IV	Work Week/Workday	2
ARTICLE V	Holidays, Vacation	3
ARTICLE VI	Leaves	4
ARTICLE VII	Medical Examinations	5
ARTICLE VIII	Payroll Deductions, Health Insurance, Liability, Compensation	5
ARTICLE IX	Retirement Plan	6
ARTICLE X	Job Classification, Permanent Appointment, Abolishment of Position	7
ARTICLE XI	School Closings - Snow Days	7
ARTICLE XII	PERB Requirements	8
ARTICLE XIII	Taylor Law Clause	8
ARTICLE XIV	Wages	8
ARTICLE XV	Retirement Incentive, Longevity	9
ARTICLE XVI	Dues Deduction	10
Article XVII	Entire Agreement	11
ARTICLE XVIII	Duration of Agreement	11

WEST GENESEE SCHOOL HEAD CUSTODIANS UNIT
West Genesee Central School District
Camillus, New York

AGREEMENT

This Agreement is between the West Genesee Central School District Superintendent (hereinafter referred to as the Superintendent) and the West Genesee Head Custodians Unit of Local 200B, SEIU to govern terms and conditions of employment under the Public Employees Fair Employment Act of New York State, 1967.

ARTICLE I

RECOGNITION

1. This District agrees that Local 200B, SEIU is the bargaining agency for West Genesee Head Custodian personnel employed by the District.
2. The District agrees that Local 200B, SEIU has the right to negotiate terms and conditions of employment for personnel included in the unit.

ARTICLE II

DEFINITION

1. Full-time employees are those who regularly work forty (40) hours per week and are on written annual notice.

ARTICLE III

DISTRICT JURISDICTION

The West Genesee School Head Custodians Unit Personnel of Local 200B, SEIU hereby recognizes that the District has sole jurisdiction over the operation and management of the school.

The District has the right to determine the number of employees needed to perform the work.

Article III (contd)

The District also has the right to direct employees, including the right to hire, promote, demote, transfer, discipline and discharge, provided none of these functions of the District shall be exercised as to abrogate any special provision of the contract or the laws of the State of New York or of the Federal Government.

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, or contrary to rulings by PERB or the New York State Comptroller's Office, then that part of the Agreement will not be deemed valid.

ARTICLE IV

WORK WEEK

1. The work week for all employees in determining overtime will cover the period from Sunday at 12:01 a.m. to midnight the following Saturday.
2. Before an employee shall exceed forty (40) hours a week, the Superintendent, or his representative, must give prior approval.
3. Any Head Custodian that is called in to work extra shall receive a two (2) hour pay call (time and one half if over forty [40] hours) (not for routine weekend or holiday building checks).
4. If an employee works in excess of forty (40) hours per week in any one (1) week, that employee shall receive one and one half (1 1/2) times the hourly rate for that time which the Superintendent, or his representative, has approved.
5. Buildings will be checked every Saturday, Sunday and Holiday. The Head Custodian will either do this personally or assign a competent substitute. Individuals inspecting an elementary school during these days will receive one (1) hour at time and one half of their regular rate. Individuals inspecting a secondary school and Stonehedge Elementary School during these days will receive two (2) hours at time and one half of their regular rate.
6. Whenever the building is being used by an outside group there will be a custodian on duty.

WORKDAY

1. The workday shall be eight (8) working hours.

ARTICLE V

HOLIDAYS FOR OPERATING UNIT

Head Custodians Operating Unit Personnel will receive thirteen (13) paid holidays per school year as determined by the Superintendent. Such days will coincide with those holidays given to other twelve (12) month non-instructional negotiating units.

Three (3) floating holidays will be exercised.

VACATION

First thru 8 years	10 days
After 8 years	15 days
After 12 years	16 days
After 13 years	17 days
After 14 years	18 days
After 15 years	19 days
After 16 years	20 days

Any employee eligible for four (4) weeks vacation will not be allowed the four (4) weeks consecutively. Three (3) weeks may be taken at one time, and the fourth (4th) week may be taken at either Christmas, Winter or Spring vacations.

Vacation days will be prorated for employees who are hired during the school year.

Earned vacation for one (1) year, not to exceed ten (10) days for full-time employees and five (5) days for part-time employees, may be carried over to the next succeeding year only. Any accrued vacation time shall be paid the employees or their beneficiary at the time of termination, retirement, or death. Vacation paid pursuant to the above will be computed as follows: That portion of unused vacation carried over from the previous year plus prorated vacation earned in the current year less vacation days not eligible to be taken prior to the end of the current school year.

ARTICLE VI

PERSONAL LEAVE

There shall be an allotment of three (3) working days at full pay per school year. Reasonable notice of such leave should be given as soon as possible. Personal leave may be taken in minimum segments of four (4) hours per incident. Unused personal leave will be added to accumulated sick leave. Personal leave may be requested for the following reasons:

Article VI (contd)

1. Legal transactions.
2. College graduation immediate family (one [1] day per incident).
3. Marriage for self or immediate family member (one [1] day per incident).
4. Presence requested by governmental agency.
5. Special religious holiday.
6. Personal disaster.
7. Any other non-specified personal reason at the discretion of the appropriate District authority.

Only one (1) personal leave day may be taken at one (1) time for the reasons listed above unless written permission from the Superintendent is obtained. Unused personal leave will be added to accumulated sick leave.

SICK LEAVE

1. Bargaining Unit employees will be allowed one and two tenths (1.2) days of sick leave per month. Unused sick leave may be allowed to accumulate without limit.
2. A physician's certificate for personal illness may be required by the Superintendent of Schools.

LEAVE FOR SICKNESS OR DEATH IN FAMILY

1. Bargaining Unit employees will be allowed five (5) days of absence per school year without loss of pay on account of critical illness or death in the immediate family.
2. Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law, father-in-law, sister or brother, or person occupying the position of parent.
3. These days will be deducted from the accumulated sick leave.

LEAVE FOR DEATH OF RELATIVES

1. One (1) day may be deducted from accumulated sick leave due to death of uncle, aunt, cousin, nephew, niece, grandparent, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

JURY DUTY

Employees shall not suffer a reduction in compensation for time spent on jury duty.

ARTICLE VII

MEDICAL EXAMINATIONS

All Bargaining Unit employees must have a physical examination upon their appointment. The examination may be by a school doctor at the District's expense according to the standard fee schedule set by the District, or by the family doctor, but not to exceed the standard fee in effect at the time of the examination. Additionally, an employee desiring to return to work after having been absent due either to injuries sustained from an accident or a prolonged physical illness (ten (10) consecutive workdays) must first furnish, at the employee's expense, a physician's certificate stating that the employee is able to resume his/her duties with or without any restrictions. Should the District require additional certification, the District will bear the expense.

ARTICLE VIII

PAYROLL DEDUCTIONS

The District will allow payroll deductions for those items granted other employees of the District upon written authorization of the employee.

GROUP HEALTH INSURANCE

Group health insurance plan will be received by the Bargaining Unit employees in the same manner as other negotiating units.

Any employee covered by this service Agreement who retires from the West Genesee Central School District will receive, free of charge, one (1) year of group health insurance if the individual has accumulated one hundred (100) sick days. The insurance provided will be the coverage in effect (individual or individual/dependent coverage) at the time of the employee's retirement.

LIABILITY

The Board of Education, in compliance with Section 3023, shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental body injury to any person within or without the school buildings, and will arrange for and maintain appropriate insurance with insurance companies authorized by the State of New York. However, the employee shall, within three (3) days of the time he is served with any summons, complaint, process, notice, demand or plea, deliver the original or a copy of the same to such Board of Education.

COMPENSATION

All Head Custodians Operating Unit employees will be covered under the Workers' Compensation Insurance secured from an insurance company authorized by the State of New York.

ARTICLE IX

RETIREMENT PLAN

1. All employees covered by this Agreement have the opportunity to join the New York State Employees' Retirement System.

2. There are now four (4) distinct groups of Retirement System members. For convenience these groups are identified as Tiers 1, 2, 3 and 4. The following determines the Tier you belong to:

If you last joined the Retirement System:

before July 1, 1973, you are a Tier 1 member.

on or after July 1, 1973, and before July 1, 1976, you are a Tier 2 member.

on or after July 1, 1976 and before September 1, 1983, you are a Tier 3 member.

on or after September 1, 1983, you are a Tier 4 member.

3.1 Tier 1 members are covered under the Retirement and Social Security Laws, Article 2, Section 75i (Improved 1/60th Non-contributory Plan).

3.2 Tier 2 members are covered under Section 75i (Improved 1/60th Non-contributory Plan) subject to the limitations of Article II of the Retirement and Social Security Law.

3.3 Tier 3 and 4 members are covered under Article 14 or Article 15 for their respective Tier. Members are required to make contributions to the Retirement System at the rate of three (3%) percent of their gross salary.

4. More detailed information on the various tiers of membership may be obtained by writing to:

New York State Employees' Retirement System
Gov. Alfred E. Smith State Office Building
Albany, New York 12244

A representative of the Retirement System is also available on the 2nd and 4th Friday of each month at the Onondaga County Courthouse to answer any questions you may have.

ARTICLE X

JOB CLASSIFICATION

The following are the classifications of employees covered by this Agreement:

1. Head Custodians
2. Custodian I

The specific duties of each classification shall be in accordance with the applicable provisions of the Civil Service Law.

The Superintendent reserves the right to determine the classification needed by each building, both in number of employees and Civil Service rating.

PERMANENT APPOINTMENT

Permanent appointment to the staff will be reviewed and evaluated by the immediate supervisor and by the Superintendent or his representative.

This permanent appointment will be made after fifty-two (52) work weeks as a full-time employee as defined in Article II. If the conduct or performance of the employee is not satisfactory to the immediate supervisor or the Superintendent during this fifty-two (52) work week period, the employee may be dismissed upon notification in writing. One (1) copy of the dismissal procedure should be sent to the Superintendent.

ABOLISHMENT OF POSITION

If the present position is abolished the employee shall be notified in writing ten (10) days prior to the expiration date.

ARTICLE XI

SCHOOL CLOSINGS - SNOW DAYS

When school is closed one (1) of two (2) plans will be put into effect:

Plan A - School will be closed for everyone without loss of pay.

Plan B - Everyone will report to work at their scheduled time.

When Plan A is in effect an employee required to work will receive his/her normal pay plus time and one half for those hours worked.

ARTICLE XII

PERB REQUIREMENTS

Section 1:

No article or section in this Agreement shall be in violation of the Civil Law, the laws and regulations of New York State Department of Civil Service or any other law - - local, state or federal.

TAYLOR LAW CLAUSE

1. Any written Agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement.

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

2. Within sixty (60) days after the effective date of this act a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee.

Each public employee employed thereafter shall upon such employment be furnished with a copy of the provisions of this Section.

ARTICLE XIV

WAGES

All Head Custodian unit members covered by this Agreement shall receive salary increases in accordance with the following schedule:

<u>Type of School</u>	<u>Square Footage</u>	<u>Salary Range</u>		
		<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Elementary	45-65,000	22,535-32,866	23,436-34,181	24,373-35,548
Middle	100-150,000	26,292-36,621	27,344-38,086	28,437-39,610
Large	250,000+	31,924-40,377	33,201-41,992	34,529-43,672

1995-96 - 4% applied to employee's 1994-95 base salary.
1996-97 - 4% applied to employee's 1995-96 base salary.
1997-98 - 4% applied to employee's 1996-97 base salary.

NOTE: NO EMPLOYEE MAY EXCEED THE ESTABLISHED RANGES.

ARTICLE XV

RETIREMENT INCENTIVE

Bargaining Unit Employees who retire under the New York State Employees' Retirement System, with ten (10) or more years of full-time equivalent service and who serve written notice of such intended retirement at least three (3) months prior to the date of retirement, shall receive upon retirement a one-time-only bonus as follows:

Fifteen (\$15) dollars multiplied by said employee's unused sick days not in excess of one hundred (100) days. Employees will have the option of either taking this one-time bonus in cash not to exceed one thousand five hundred (\$1,500) dollars or to apply this cash equivalent to the purchase of extended health care coverage for a period of time as determined by the prevailing rates of the District's insurance carrier.

Coverages will be of the same type as the employee carried during his/her last full year of employment. Such coverage will be in addition to the extra year's coverage provided for those eligible employees under Article VIII of this Agreement.

Creditable full-time equivalent service will be applicable only for those hours worked while an employee was classified as being either on a permanent full-time or permanent part-time status. One (1) year of full-time service will be credited for every two thousand eighty (2,080) hours worked.

LONGEVITY

Head Custodial Unit Personnel having the appropriate amount of full-time service (thirty five [35] hours per week) or full-time equivalent service shall receive a longevity increment per the following schedule:

<u>Years of Service</u>	<u>Longevity Amount</u>	<u>Basis for Award</u>
10	\$100	Ten (10) years of full-time service (thirty five [35] hours per week) or full-time equivalent service.
15	Additional \$100	Fifteen (15) years of full-time service (thirty five [35] hours per week) or full-time equivalent service.

Article XV (contd)

- 20 Additional \$100 Twenty (20) years of full-time service (thirty five [35] hours per week) or full-time equivalent service.
- 25 Additional \$150 Twenty five (25) years of full-time service thirty-five [35] hours per week) or full-time equivalent service.

The longevity increment will be paid on a fiscal year basis beginning in the school fiscal year (July 1) succeeding the year in which the appropriate number of years of service have been completed in the District. Payment will be made in one payment on the first pay in September.

Creditable full-time equivalent service will be applicable only for those hours worked while an employee was classified as being either of a permanent full-time or permanent part-time status. One (1) year of full-time service will be credited for every two thousand eighty (2,080) hours worked.

ARTICLE XVI

DUES DEDUCTION

The Service Employees International Union, Local 200B, shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to Local 200B, SEIU on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without written authorization of Local 200B, SEIU.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties on the subject matters set forth herein, and may be modified and amended only by written agreement of the parties.

ARTICLE XVIII

This agreement shall become effective July 1, 1995 and continue in full force until June 30, 1998.

Head Custodians Unit
Local 200B, SEIU

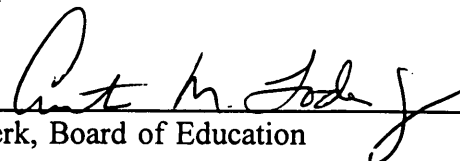
West Genesee Central
School District



President



Superintendent of Schools



Clerk, Board of Education

Date: 2/14/96

Date: 2/14/96