



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: **West Genesee Central School District and Head Custodians Operating Unit, Local 200, SEIU, AFL-CIO (2004)**

Employer Name: **West Genesee Central School District**

Union: **Head Custodians Operating Unit, SEIU, AFL-CIO**

Local: **200**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **6479**

Unit Size: **8**

Number of Pages: **20**

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/>

BCF | 6479

***AGREEMENT***

***BETWEEN THE***

***HEAD CUSTODIANS OPERATING UNIT  
OF LOCAL 200 UNITED, SEIU***

***AND***

***WEST GENESEE CENTRAL SCHOOL DISTRICT***

***JULY 1, 2004 - JUNE 30, 2007***

**RECEIVED**

**NOV 22 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



## ***TABLE OF CONTENTS***

	AGREEMENT .....	1
ARTICLE I	Recognition .....	1
ARTICLE II	Workday/Workweek .....	1
ARTICLE III	District Jurisdiction/Management Rights .....	2
ARTICLE IV	Grievance Procedure .....	2
ARTICLE V	Holidays, Vacations for Operating Unit .....	4
ARTICLE VI	Leaves .....	5
ARTICLE VII	Medical Examinations .....	6
ARTICLE VIII	Payroll Deductions, Health Insurance, Liability, Compensation .....	6
ARTICLE IX	Retirement Plan .....	7
ARTICLE X	Job Classification, Probationary Period, Abolishment of Position .....	8
ARTICLE XI	School Closings - Snow Days .....	9
ARTICLE XII	PERB Requirements .....	9
ARTICLE XIII	Statutory Clause .....	9
ARTICLE XIV	Wages .....	10
ARTICLE XV	Retirement Incentive, Longevity .....	10
ARTICLE XVI	Longevity, Dues Deduction .....	11
ARTICLE XVII	Educational Benefits .....	12
ARTICLE XVIII	Childbirth and Child Rearing Leave .....	12
ARTICLE XIX	Seniority .....	13
ARTICLE XX	Uniforms/Work Shoe Allowance .....	13
ARTICLE XXI	Entire Agreement .....	13
ARTICLE XXII	Duration of Agreement .....	14
	Memorandum of Agreement .....	15

---



**WEST GENESEE SCHOOL DISTRICT 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," "District," or "Employer") and the West Genesee Head Division of Local 200 United, SEIU, AFL-CIO (hereinafter termed "the Union") and is entered into in good faith by the parties hereto and shall be binding upon them and their successors for the term of this Agreement."*

***ARTICLE I***

**RECOGNITION**

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

***ARTICLE II***

**WORKDAY/WORKWEEK**

1. The workday shall be eight (8) working hours
2. Full-time employees are those who regularly work forty (40) hours per week and are on written annual notice.
3. 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.
4. Before an employee shall exceed forty (40) hours a week, the Superintendent, or his representative, must give prior approval.
5. 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).
6. 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 ( 1½) times the hourly rate for that time which the Superintendent, or his representative, has approved.

Article II (cont'd)

7. 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.
8. Whenever the building is being used by an outside group, there will be a custodian on duty.

*ARTICLE III*

**DISTRICT JURISDICTION/MANAGEMENT RIGHTS**

The West Genesee School Head Custodians Unit Personnel of Local 200 United, 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.

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*

**GRIEVANCE PROCEDURE:**

Section 1.

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within five (5) working days of the date of occurrence of the event over which the grievance is made and be processed in accordance with the following steps, time limits and conditions:

## Article IV (cont'd)

### Step 1.

The grievant shall first take up the grievance with the immediate supervisor, and if requested by the grievant, a designated member of the Union may be given an opportunity to be present.

### Step 2.

If the grievance is not settled at Step 1, the grievant may within five (5) working days of the date of occurrence of the event over which the grievance is made, reduce the same to writing and deliver to the principal or next level of supervision, who shall within five (5) working days after receipt give a written answer.

### Step 3.

If the grievance is not settled by the written answer in Step 2, the grievant may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Union Representative within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievant within ten (10) working days after the close of the discussion.

### Step 4.

If the grievance is not settled by the written answer of the Superintendent or his representative, the grievant may further appeal by giving written notice thereof to the Clerk of the Board within five (5) working days of the conclusion of Step 3. The Clerk of the Board, within fifteen (15) working days after the receipt of the appeal shall submit the grievance to the Board of Education who shall discuss same with Union Representative in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

## Section 2. Arbitration

If not settled by the written answer of the Board of Education, the grievant may further appeal by giving written notice thereof to the American Arbitration Association.

- a) The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
- b) The arbitrator shall have no power or authority to add to, subtract from, or modify, change or alter any of the provisions of this Agreement.
- c) The decision of the arbitrator shall be advisory upon both parties.



Article IV Section 2. Arbitration (cont'd)

- d) Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the Union.

Section 3.

If the District or any designated representative thereof fails at any step to hold conference or give an answer within the time limits provided, the grievant may elect to advance to the next step in this procedure.

**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 anytime upon approval of Superintendent of Buildings and Grounds.

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:

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. Personal business (not for recreation).
8. 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. If the District requires a doctor's statement, the District will reimburse the employee's out-of-pocket expenses up to the District's rate.

### **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.

Article VI (cont'd)

**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 for each one hundred (100) unused sick days to a maximum of three years. The insurance provided will be the coverage in effect (individual or individual/dependent coverage) at the time of the employee's retirement.

Article VIII (cont'd)

**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.

Article IX (cont'd)

- 3.3 Tier 3 and 4 members are covered under Article 14 or Article 15 for their respective tiers. Tier 3 and 4 members will make contributions according to Employee Retirement System Regulations.
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:

Custodian I, Custodian II and Custodian III

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.

**PROBATIONARY PERIOD**

New employees in the bargaining unit shall be entitled to receive full contractual benefits thirty (30) work days after the commencement of their employment.

The probationary period for all employees shall be in accordance with Civil Service regulations. )

Permanent appointment to the staff will be reviewed and evaluated by the immediate supervisor and by the Superintendent or Superintendent's designee. If the conduct or performance of the employee is not satisfactory during the employee's probationary period, the employee may be dismissed upon notification in writing. One copy of the dismissal letter will be forwarded to the union representative.

**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.

*ARTICLE XIII*

**STATUTORY CLAUSE**

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.

**ARTICLE XIV**

**WAGES**

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

For the 2004-2005, 2005-2006, and 2006-2007 school years, all returning bargaining unit members shall have their prior year's base pay adjusted by four percent (4%).

<u>Square Footage</u>	<u>2004-05</u>	<u>Salary Range</u> <u>2005-06</u>	<u>2006-07</u>
45-65,000	25,348-36,970	26,362-38,449	27,416-39,987
100-150,000	29,574-41,194	31,155-42,842	32,401-44,556
250,000+	35,910-45,419	37,346-47,236	38,840-49,125

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:

Twenty (\$20) 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 two thousand (\$2,000) 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.

Article XV (cont'd)

**LONGEVITY**

Head Custodial Unit Personnel having the appropriate amount of full-time service (forty [40] 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	\$125	Ten (10) years of full-time service (forty [40] hours per week) or full-time equivalent service.
15	Additional \$150	Fifteen (15) years of full-time service (forty [40] hours per week) or full-time equivalent service.
20	Additional \$175	Twenty (20) years of full-time service (forty [40] hours per week) or full-time equivalent service.
25	Additional \$200	Twenty five (25) years of full-time service (forty [40] 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 200 United, 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 200 United, SEIU.



## *ARTICLE XVII*

### **EDUCATIONAL BENEFITS**

Employees will be eligible for reimbursement for college course work and/or training to a maximum of five hundred (\$500) dollars per year. Reimbursement, is contingent upon receiving prior written approval from the Superintendent of Buildings and Grounds and the Assistant Superintendent for Management Services, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Superintendent of Buildings and Grounds.

## *ARTICLE XVIII*

### **CHILDBIRTH LEAVE AND CHILD REARING LEAVE**

1. Childbirth Leave - Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Policies concerning commencement and duration of leave, the accrual of seniority and other benefits and privileges, protection under health insurance plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Upon request of the Superintendent, the opinion of the school physician will be required at both the beginning and termination of such leave.
2. Child Rearing Leave - Child Rearing Maternity Leave may be applied for and granted for the purpose of child rearing after the birth of the child.
  - a) The employee must apply for the Leave within six (6) weeks after the birth of the child.
  - b) The Leave shall extend for the remainder of the school semester in which the child is born and may be extended for the next two (2) semesters as agreed upon by the employee and the approving authority for the District.
  - c) There shall be no compensation during this Leave period.
  - d) Sick Leave not used during childbirth leave shall be restored upon return to the system.
  - e) Notification in writing of intent to return shall be submitted by April 1 and/or November 1 of the semester prior to the one (1) in which the employee plans to return.

**ARTICLE XIX**

**SENIORITY**

1. Seniority for each employee in the competitive class shall be determined by the date of the employee's appointment to that classification.
2. In case of layoff, seniority rights are to be exercised according to Civil Service regulations.

**ARTICLE XX**

**UNIFORMS/WORK SHOE ALLOWANCE**

All employees will be required to wear a uniform provided by the District. Full-time employees will be reimbursed a maximum of one hundred twenty-five (\$125.00) dollars per year toward the purchase of work shoes. If employee leaves within the first six (6) months of their employment, the employee(s) will be responsible to repay the District the amount of their shoe reimbursement.

All employees will be required to wear a uniform provided by the District.

In the employee's first year of employment, the District will provide five (5) pants and ten (10) tops (shirts or smocks).

In the employee's subsequent years of employment, the District will provide a maximum of three hundred (\$300) dollars for the purchase of five (5) tops or bottoms, one (1) pair of work shoes and other items with the approval of the Superintendent of Buildings and Grounds.

Employees will not be required to wear uniforms during the months of July and August.

**ARTICLE XXI**

**ENTIRE AGREEMENT**

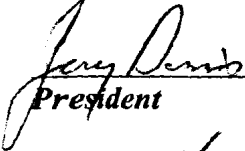
This Agreement contains the entire agreement between the parties on the subject matters set forth herein, and may be modified and amended only by written agreement of the parties.

**ARTICLE XXII**

**DURATION OF AGREEMENT**

This agreement shall become effective July 1, 2004 and continue in full force until June 30, 2007.

**Head Custodians Unit  
Local 200 United, SEIU**

  
\_\_\_\_\_  
**President**

**Date:** 9/29/04

**West Genesee Central  
School District**

  
\_\_\_\_\_  
**Superintendent of Schools**

**Date:** 9/27/04



