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Title: **West Genesee Central School District and West Genesee School Mechanics Division, Service Employees International Union (SEIU), AFL-CIO, Local 200 United (2007) (MOA)**

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BC 2 / 8430

***AGREEMENT BETWEEN
THE
MECHANICS' DIVISION
OF LOCAL 200 UNITED, SEIU***

AND

WEST GENESEE CENTRAL SCHOOL DISTRICT

July 1, 2007 - June 30, 2011

RECEIVED

DEC 2 6 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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TRANSPORTATION DIVISION
West Genesee Central Schools
Camillus, New York

MECHANICS' DIVISION

AGREEMENT

This Agreement is between the Superintendent and the West Genesee Mechanics' Division to govern terms and conditions of employment under the Public Employees Fair Employment Act of New York State, 1967.

ARTICLE I

RECOGNITION

1. The District agrees that the West Genesee School Mechanics' Division of Local 200 United, SEIU, AFL-CIO, is the exclusive bargaining agency for the Mechanics' personnel of the operating unit employed by the District covering the following positions: auto mechanics, auto body repair worker, storekeeper, laborer and Mechanic's Helper.

Excluded from this Division are the positions of Auto Mechanic Crew Leader.

2. The District agrees that the West Genesee School Mechanics' Division personnel have the right to negotiate terms and conditions of employment for personnel included in the Division.

ARTICLE II

DEFINITIONS

1. Full-time employees are those who regularly work at least thirty seven and one half (37 ½) - forty (40) hours per week and are on written annual notice.
2. Part-time employees are those who work between twenty (20) and thirty seven and one half (37 ½) hours per week and are on written annual notice.
3. Hourly employees are those who work on an hourly rate.

ARTICLE III

DISTRICT JURISDICTION

The West Genesee School Mechanics' Division 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 this 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.

ORGANIZATION SECURITY

If any employee who is a member of the Division, is charged with any violation whatsoever, the facts and circumstances involved will be discussed and reviewed with the President of the Division contingent upon approval of the person so charged.

The Division shall have the right to post notices and other communications on bulletin boards maintained on the transportation premises of the District provided, however, that their content is not derogatory or controversial. The District agrees that the facilities of the school shall be available for Division meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for use of facilities shall be made in accordance with established procedures. It is agreed that any employee scheduled to work at the time shall not be allowed to leave his work location to attend the meeting, unless proper permission is received from the proper authority.

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 III (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 or the Cornell ADR program.

- a) The arbitration proceeding shall be conducted under the rules of the respective 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.

Article III (cont'd)

- c) The decision of the arbitrator shall be advisory upon both parties.
- 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 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 per week, the Transportation Supervisor must give prior approval.
- 3. 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 ½) time the hourly rate for that time which the Transportation Supervisor has approved.
- 4. Unit members who drive bus, will be paid at their current rate of pay or the substitute bus driver rate, whichever is greater.

WORK DAY

The work day shall be eight (8) working hours. The night shift shall be seven and one half (7 ½) working hours.

ARTICLE V

LEAVE OF ABSENCE

Mechanics wishing to apply for a leave of absence without pay must do so in writing to the Board of Education through the Superintendent. The reason for said leave must be specifically noted in the request. All requests will be considered on an individual basis.

ARTICLE VI

HOLIDAYS

Mechanics' Division personnel shall be entitled to thirteen (13) holidays per year as follows:

- 1 New Year's Day
 - 1 President's Birthday
 - 1 Good Friday
 - 1 Memorial Day
 - 1 Independence Day
 - 1 Labor Day
 - 1 Columbus Day
 - 1 Veterans' Day
 - 2 Thanksgiving
 - 1 Christmas
 - 1 Martin Luther King Day
- 1 Floating holiday as determined by Head Auto Mechanic and Transportation Supervisor.

Part-time employees will receive holidays on a prorated basis.

VACATION

Mechanics' Division personnel shall be entitled to the following:

- 1. Two (2) weeks vacation after one (1) year.
- 2. Three (3) weeks vacation after eight (8) years.
- 3. After completing twelve (12) years - three (3) weeks and one (1) day.
- 4. After completing thirteen (13) years - three (3) weeks and two (2) days.
- 5. After completing fourteen (14) years - three (3) weeks and three (3) days.
- 6. After completing fifteen (15) years - three (3) weeks and four (4) days.
- 7. After completing sixteen (16) years - four (4) weeks.

Part-time employees will receive vacation on a prorated basis.

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 the Christmas or spring vacation.

Article VI (cont'd)

Earned vacation for one (1) year, not to exceed ten (10) days, 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 VII

PERSONAL LEAVE

Mechanics' Division personnel may use up to three (3) days per year of personal leave without loss of pay provided it is used only for the following specific reasons:

1. Attorney, mortgage or realtor's office.
2. College graduation immediate family (one (1) day per incident).
3. Marriage immediate family (one (1) day per incident)
4. Presence requested by government 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 (one [1] per school year).

Unused personal leave will be added to the accumulated sick leave. Part-time employees receive personal leave on a prorated basis.

SICK LEAVE

1. Mechanics' Division employees will be allowed one and two tenths (1.2) days of sick leave per month.
2. A physician's certificate for personal illness may be required by the Superintendent of Schools. If the District requires a certificate, the employee may visit the District's physician at no cost or visit their own physician and be reimbursed at the district rate up to their out-of-pocket cost.

Article VII (cont'd)

LEAVE FOR SICKNESS OR DEATH IN FAMILY

1. Mechanics' Division 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. One (1) day may be taken for grandparent, grandchild, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
4. These days will be deducted from the accumulated sick leave.

LEAVE FOR DEATH OF RELATIVES

1. One (1) day deductible leave from Mechanics' Division employee's accumulated days of sick leave shall be allowed for absence due to death of uncle, aunt, cousin, nephew, niece, grandparent, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

ARTICLE VIII

JURY DUTY

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

ARTICLE IX

WAGES

Salary increases for the term of the contract are as follows:

2007-08	4.25%	Applied to employee's 2006-07 base salary.
2008-09	4.00%	Applied to employee's 2007-08 base salary.
2009-10	4.00%	Applied to employee's 2008-09 base salary.
2010-11	4.00%	Applied to employee's 2009-10 base salary.

New hires will be paid 5% less than the lowest paid individual in the respective job title during their probationary period.

Article IX (cont'd)

Extra Duty When an employee is required to return to work after their normal work shift has ended, the employee will receive a minimum of two (2) hours pay. Hours worked immediately preceding or following a normal work shift are applied to overtime computation.

On Call Pay If a mechanic is required by the Transportation Supervisor to be on call during weekend hours, the mechanic assigned to the "on call" duty will be paid two (2) hours, regular hourly rate, plus all hours actually worked. On call duty assignments will be rotated based on seniority.

ARTICLE X

MEDICAL EXAMINATION

Mechanics who also drive a bus will be required to have a medical examination each year two (2) weeks prior to the beginning of school, as prescribed by the Board of Education and New York State Law. This examination will include a tubercular test and/or chest X-ray prior to the commence of employment. Such examinations are for the protection of the students. They are not intended to be, or should they be, a substitute for medical physical examination.

Medical examinations performed by the school physician will be paid for by the District. Should an employee cancel with less than a 24 hour notice or not show for a scheduled appointment with the district physician, said employee will reimburse the District the amount that is billed from the doctor. If one prefers to have his/her own doctor perform the physical, the District will pay up to the standard fee of fifteen (\$15) dollars.

ARTICLE XI

PAYROLL DEDUCTIONS

The District will have payroll deductions for those items granted other employees of the District which each employee authorized. In addition employees may authorize payroll deductions for the SEIU Benefit Trust. A bargaining unit member may not elect a benefit offered through the trust that competes with a benefit offered by the District. This benefit shall expire on June 30, of that last year of this contract.

ARTICLE XII

RETIREMENT PLAN

- A. The 1/60th Improved Non-Contributory Plan, effective April, 1972, shall be paid by the District to the New York State Employees' Retirement System for the West Genesee Mechanics' Division who elect to join.

Article XII (cont'd)

- B. Mechanics who retire under the New York State Retirement System with fifteen (15) or more years of full-time service (thirty seven and one-half [37 ½] hours per week) with the West Genesee School District shall be entitled to a retirement stipend as follows:

Twenty-five (\$25) dollars multiplied by said employee's unused sick days not in excess of one hundred (125) days.

Part-time employees are eligible for this benefit on a prorated basis.

ARTICLE XIII

GROUP HEALTH INSURANCE

Group Health Insurance plan will be received by the Mechanics' Division employees in the same manner as other negotiating units. Any improvements made to the Teacher Health Insurance plan will be enjoyed by the mechanics' unit.

Upon retirement unused sick leave will be converted to paid-up hospitalization insurance at the rate of one (1) year coverage per seventy five (75) days accumulation.

DENTAL INSURANCE

Full-time employees will be eligible to participate in the District's Dental Plan in the same manner and under the same conditions as provided to other employees who have this benefit.

VISION INSURANCE

Unit members shall be able to participate in vision plans offered through Local 200 United, SEIU at no cost to the district.

ARTICLE XIV

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.

ARTICLE XV

COMPENSATION

All Mechanics' Division employees will be covered under the Workmen's Compensation Insurance secured from an insurance company authorized by the State of New York.

ARTICLE XVI

TOOL AND UNIFORM ALLOWANCES

The District will provide insurance coverage, at no cost to Division employees, for protection against the possible theft of those mechanic's work tools being used to carry out individual job responsibilities on a daily basis. Such coverage will be in effect only after the employee has provided the Director of Management Services with a complete list of all tools being used on the premises as part of his job responsibilities. It will be the responsibility of the individual employee to update this list. Any list must include: name of tool, age and cost and be signed and dated by the individual employee.

Full-time Mechanics' Division Personnel will receive annually the following tool and uniform allowances upon submission of itemized receipts.

<u>Full Time</u>	<u>Tool & Shoe</u>
Mechanics	\$425 (Must buy one pair of shoes)
Laborers	\$325 (Must buy one pair of shoes)
Helpers	\$425 (Must buy one pair of shoes)

The submission of claim(s) for the annual allowances in any given year must be made no later than May 1.

ARTICLE XVII

VACANCIES

The Transportation Supervisor will post all vacancies for Mechanics' Division employees. Each position shall be filled in accordance with the Civil Service Law and regulations of the Onondaga County Department of Personnel.

All vacancies will be posted at least forty eight (48) hours before filling, and must be posted within twenty four (24) hours after vacancy occurs.

The filling of vacancies will be determined as expeditiously as possible after posting of such vacancy.

ARTICLE XVIII

PROMOTIONS

When an opening does occur, the District shall post the position in conspicuous places through the facilities so that each employee can have an opportunity to compete for the position. The District agrees that, whenever possible, promotions shall be made from within the Division, and that the opinion of the supervisor will be carefully considered when an opening occurs in either of these areas or when a promotion is due to one of these workers.

When ability is EQUAL, employees with the longest seniority shall be promoted to higher rated jobs when such openings occur.

ARTICLE XIX

JOB CLASSIFICATION

Mechanics' Division employees shall be classified under the job description that has been worked out together with the Civil Service office in Syracuse.

Any employee temporarily filling in for a position of greater responsibility shall receive one (\$1.00) dollar per hour more from the time the responsibility begins to the time it ends.

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

ARTICLE XX

SCHOOL CLOSINGS - SNOW DAYS

When school is closed for pupils due to snow emergencies, give back snow days or other inclement weather conditions, all Mechanics' Division employees will be required to work their normal week at regular salary. However, if Plan A is in effect (all District employees are not required to work) any time worked will be paid at time and one half.

ARTICLE XXI

SENIORITY

1. Seniority for each employee in a non-competitive class shall be determined by the initial date of hire in their classification.
2. Seniority for each employee in a competitive class shall be determined by the date of the employee's appointment to their classification.
3. In the event of layoffs, seniority rights are to be exercised according to Civil Service regulations.

ARTICLE XXII

LONGEVITY

Bargaining unit personnel having the appropriate amount of full-time service (thirty-five (35) hours per week) shall receive longevity increments per the following schedule. Bargaining unit members who work less than 35 hours per week shall receive a longevity payment on a prorated basis.

<u>Years of Service</u>	<u>Annual Longevity Amount</u>			
	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-2011</u>
10 years	\$175	\$180	\$185	\$190
15 years	\$185 Additional	\$190 Additional	\$195 Additional	\$200 Additional
20 years	\$215 Additional	\$225 Additional	\$235 Additional	\$245 Additional

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 in a separate check.

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 one thousand eight hundred twenty (1,820) hours worked.

ARTICLE XXIII

MISCELLANEOUS

BUS DRIVING

Mechanics shall not be required to drive buses unless there is an emergency as determined by the Transportation Supervisor.

SAFETY EQUIPMENT

The District will provide hard hats, safety goggles and earplugs.

Payment of Fees If the District requires or requests an employee to have NYS Inspection Certification, CDL Certification or Automobile Service Excellence Certification (ASE), the District will reimburse the employee the amount associated with this certificate upon proof of successful completion and receipt of payment.

VISITATION

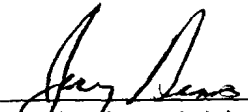
The SEIU union staff representative shall notify the Transportation Supervisor of his/her desire to visit the premises and arrange visits 24 hours in advance at times that are outside the normal workday of the employee(s) that he/she is meeting with.

Article XXIII (cont'd)

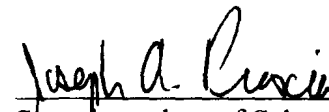
ENTIRE AGREEMENT

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.

THIS AGREEMENT shall become effective July 1, 2007, and continue in full force until June 30, 2011.



Mechanics' Division Date
President, Local 200 United, SEIU 11.12.10



Superintendent of Schools Date
10.12.07

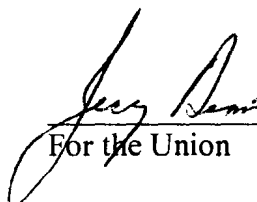
MEMORANDUM OF AGREEMENT

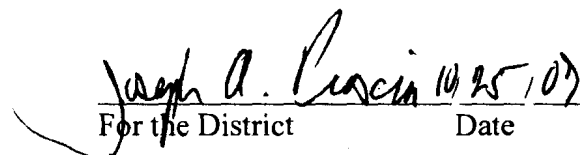
RE: 2001-2004 Agreement between the West Genesee Mechanics' Division of Local 200 United, SEIU, and the West Genesee Central School District.

HEALTH INSURANCE WAIVER

Full-time employees (29 ½ or more hours per week) eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:

1. If an employee elects to waive participation in the District's Health Insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
2. Employees who elect to waive participation in the District's Health Insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The wavier option must be renewed by the individual annually during the September open enrollment period.
3. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
4. Employees who elect to waive their participation in the district's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount o time the employee did not have health insurance coverage through the District.
5. Employees who elect to waive their participation in the district's health insurance program and then find it necessary to rejoin, the employee would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the District.
6. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application, is eligible for the waiver inducement amount.
7. This provision expires effective 6/30/11 .


For the Union 11/2/07
Date


For the District 10/25/07
Date

