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Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee Head Custodians Operating Unit, Service Employees International Union (SEIU), AFL-CIO, Local 200United (2012) (MOA)**

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

Union: **West Genesee Head Custodians Operating Unit, Service Employees International Union (SEIU), AFL-CIO**

Local: **200United**

Effective Date: **07/01/2012**

Expiration Date: **06/30/2016**

PERB ID Number: **6479**

Unit Size:

Number of Pages: **20**

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**Agreement
Between the
Head Custodians'
Operating Unit of
Local 200 United, SEIU
and the
West Genesee
CSD**

July 1, 2012- June 30, 2016

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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).

ARTICLE II (cont'd)

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. For the purpose of computing overtime compensation, employees who are on paid leave will be considered constructively present with the following exception:

Any employee that has utilized sick time on three (3) separate occasions, without a physician's certificate, in weeks in which overtime wages are earned in any given school year, said employee will not be allowed to use paid sick leave in the calculation of overtime wages for the remainder of the school year.

7. Buildings will be checked every Saturday, Sunday and Holiday. The Head Custodian will either do this personally or assign a competent substitute. Unit members inspecting school buildings during these days will be paid one and one-half (1 ½) their regular hourly rate as follows.

East Hill, Onondaga Road, Split Rock Elementary Schools – 1 Hour
Stonehedge Elementary, Camillus Middle and West Genesee Middle
Schools – 2 Hours, West Genesee High School – 3 Hours

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:

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

ARTICLE IV (cont'd)

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.
- 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 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.

ARTICLE V (cont'd)

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.

In the event of major illness or on the job injury, vacation days in excess of the allowable carry over days specified above, not to exceed five (5) days, will be converted and added to the employees accumulated sick leave.

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 two (2) 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).

ARTICLE VI (cont'd)

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. Sick leave must be used in no less than one (1) hour increments.
2. A physician's certificate for personal illness may be required for leaves greater than three (3) days by the Superintendent of Schools or designee. 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 spouse, son, daughter, spouse, mother or father, mother-in-law, father-in-law, son-in-law, daughter-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, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law and son-in-law or to be a pall bearer.
2. Two (2) days may be deducted from accumulated sick leave due to death of a grandparent or grandchildren.

ARTICLE VI (cont'd)

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. 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. 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, three (3) months of group health insurance for every twenty-five (25) 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)

LIFE INSURANCE

Unit members that work more than twenty (20) hours per week are eligible to participate in the District offered life insurance program at their expense.

SECTION 125 PLAN

Unit members are eligible to participate in the District offered Section 125 plan for unreimbursed medical, dependant and adoption expenses. The administrative fee will be paid for by the district.

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

All employees covered by this Agreement have the opportunity to join the New York State Employees' Retirement System (NYSERS). The NYS ERS has a tiered structure which is based on the date of joining the system. Members should contact NYSERS for more detailed membership information.

**New York State Employees' Retirement System
Gov. Alfred E. Smith State Office Building
Albany, New York 12244
1-866-805-0990
www.osc.state.ny.us/retire**

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 fifteen (15) 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 returning Head Custodian unit members covered by this Agreement shall receive a salary increase as follows:

2012-13	2.25%
2013-14	2.50%
2014-15	2.75%
2015-16	3.00%

MINIMUM STARTING SALARIES

The minimum starting salaries are as follows:

		<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>
Category 1	EH/OR/SR – Custodian 2	\$32,780	\$33,107	\$33,438	\$33,773
Category 2	ST/CMS/WGM – Custodian 2	\$36,830	\$37,198	\$37,570	\$37,946
Category 3	High School – Custodian 2	\$37,456	\$37,830	\$38,209	\$38,591
Category 4	High School – Custodian 3	\$44,920	\$45,369	\$45,823	\$46,281

New hires will not be paid more than any current district employee in each category.

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-five (\$25) dollars multiplied by said employee's unused sick days not in excess of one hundred fifty (150) days. Employees will have the option of either taking this one-time bonus in cash not to exceed three thousand seven hundred fifty (\$3,750) 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>Per School Year</u>
10 years	\$175
15 years	\$200 additional
20 years	\$250 additional
25 years	\$275 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 has 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.

Employees retiring effective June 30th in any year will receive their final longevity at the time of retirement.

MILEAGE

Unit members shall be reimbursed the IRS rate for use of their personal vehicle when required by work.

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 one thousand (\$1,000) dollars every other year (\$1,000 - 7/1/12 to 6/30/14 and \$1,000 - 7/1/14 to 6/30/16).

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 all employees three hundred (\$300) dollars for the purchase of work uniforms. Each employee must buy at least one (1) pair of shoes and a minimum of five (5) tops and/or bottoms. All items must be selected from an approved list of apparel to be provided by the Superintendent of Buildings and Grounds. If a vendor cannot deliver uniform items within 30 days from the order date, the custodial staff member should contact the Superintendent of Buildings and Grounds for appropriate action.

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

If medical necessity requires a unit member to purchase from an outside shoe vendor, the itemized receipt must be received by November 30th. For purchases made online, bargaining unit members must provide an itemized receipt and proof a payment (i.e. credit card statement).

Custodial staff with ten (10) or more years in this bargaining unit that have an adequate uniform supply as determined by the Superintendent of Buildings and Grounds, will have the required minimum of five (5) tops and/or bottoms waived. Custodial staff may use the allowance to purchase other work related items and/or work shoes provided by the approved vendors. Should custodial staff fail to wear appropriate authorized uniforms in good condition (without stains, holes, fraying, etc.) the waiver will be revoked and the replacement uniforms must be purchased immediately, at the employee's expense.

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, 2012 and continue in full force until June 30, 2016.

*Head Custodians Unit
Local 200 United, SEIU*



President

Date: 1/2/13

*West Genesee Central
School District*

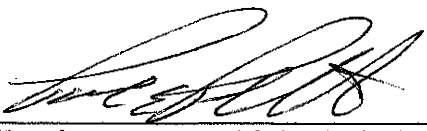


Superintendent of Schools

Date: 1/3/13

Memorandum of Agreement
May 30, 2012
Head Custodian Operating Unit of Local 200 United, SEIU
And
West Genesee Central School District

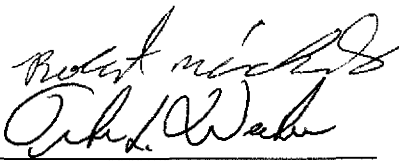
It is mutually agreed that the District will not subcontract or outsource services of the Head Custodian Operating Unit during the July 1, 2012 through June 30, 2016 contract period. It is further agreed that the District retains its right to contract for certain services, as its past practice has been, on an as needed basis.



West Genesee Central School District

5/30/12

Date



Head Custodian Operating Unit
of Local 200 United, SEIU

5/30/2012

Date