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#### **Contract Database Metadata Elements**

Title: **Hamburg Central School District and Hamburg Central School Custodial Unit, Service Employees International Union (SEIU), Local 200United (2014)**

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**AGREEMENT**

**by and between**

**HAMBURG CENTRAL SCHOOL DISTRICT**

**and**

**SERVICE EMPLOYEES INTERNATIONAL**

**UNION,**

**LOCAL 200United**

**July 1, 2014 – June 30, 2017**

## TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – PRINCIPLES .....	1
ARTICLE 3 – UNION ACTIVITIES .....	1
ARTICLE 4 – PAYROLL AND DUES DEDUCTION .....	2
ARTICLE 5 – ABSENCES AND LEAVES .....	3
ARTICLE 6 – HEALTH BENEFITS .....	7
ARTICLE 7 – HOLIDAYS.....	8
ARTICLE 8 – VACATIONS .....	9
ARTICLE 9 – JOB VACANCIES.....	10
ARTICLE 10 – WORK WEEK .....	11
ARTICLE 11 – SENIORITY .....	12
ARTICLE 12 – POSITION ELIMINATION/LAYOFFS.....	13
ARTICLE 13 – DISCIPLINARY ACTION .....	13
ARTICLE 14 – RETIREMENT; SICK LEAVE CONVERSION .....	14
ARTICLE 15 – CONTRACTING OUT .....	15
ARTICLE 16 – TRAVEL ALLOWANCE .....	15
ARTICLE 17 – DRIVER’S LICENSE DIFFERENTIAL.....	15
ARTICLE 18 – EMERGENCY CLOSING .....	15
ARTICLE 19 – BUILDING CLOSING.....	15
ARTICLE 20 – PERSONNEL FILES .....	15
ARTICLE 21 – GRIEVANCE .....	16
ARTICLE 22 – SALARY SCHEDULE .....	17
ARTICLE 23 – COPE LANGUAGE .....	18
ARTICLE 23 – SCOPE, DURATION, IMPLEMENTATION, CONFORMITY TO LAW.....	18

**Article 1 – Recognition**

**Section 1.** WHEREAS, the Hamburg Central School District recognizes that a community of interest exists among the following full-time and part-time contract employees, seeking recognition as Service Employees International Union, Local 200 United:

- |                       |                          |
|-----------------------|--------------------------|
| Head Custodians       | Cleaners                 |
| Senior Custodians     | Laborers                 |
| Custodians            | Laundry Workers          |
| Grounds Crew Chief    | Offset Machine Operator  |
| Grounds Workers       | Painter                  |
| Maintenance Mechanics | Motor Equipment Operator |

**Be it therefore resolved** that Service Employees International Union, Local 200 United (“Union”) is hereby recognized by the Hamburg Central School District (“Employer”) , Erie County, State of New York, as the exclusive and unchallenged representative of the regularly appointed employees listed in the above whereas clause commencing with the execution of this Agreement and terminating seven (7) months prior to the date of expiration of a written contract (effective July 1, 1996 or thereafter) between the Hamburg Central School District and said employee organization determining terms and conditions of employment.

**ARTICLE 2 – PRINCIPLES**

**Section 1.** **Rights of Minorities and Individuals.** Neither the Employer nor the Union shall discriminate for or against any employee covered under this Agreement on account of race, sex, color, religious creed, political affiliation, national origin, or Union membership or activities.

**Section 2.** **Management Responsibility.** The Union recognizes that the Board of Education of Hamburg Central School district is the legally elected governing body responsible for the determination of policies covering all aspects of the Employer. The Board of Education must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything which is not specifically covered in this Agreement remains the exclusive right of the Employer.

**ARTICLE 3 – UNION ACTIVITIES**

**Section 1.** **Bulletin Boards.** The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting the following:

- A. Notices of Union recreation and social affairs
- B. Notices of Union elections
- C. Notices of Union appointments and reports of Union election results
- D. Notices of Union meetings

There shall be no other general distribution, or posting by employees of pamphlets, advertising or political matter, and notices of any other kind of literature upon school district property other than as

herein provided. The employer has the right to inspect and approve all material which the Union proposes to post.

**Section 2. Union Representation Visits.** Duly authorized representatives of the Union shall be permitted to visit the buildings of the employer during regular business hours providing prior notification is made to the Building Principal. Such visits, however, shall not interfere with or delay the employees in the performance of their duties.

**Section 3. Exchange of Lists.** The Employer shall furnish the Union with a list of all supervisory personnel pertinent to the employees covered under this contract, and the Union shall likewise furnish the Employer a list of its representatives, officers and job stewards with any changes as they occur.

**Section 4. Copies of Agreement.** The Union will make available to all employees in the bargaining unit and those entering thereafter within a reasonable period of time following the execution thereof, a copy of this Agreement.

**Section 5. Job Stewards.** The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.

- A. Investigation and presentation of grievances in accordance with the provisions of this agreement.
- B. The transmission of routine messages and information which shall originate with, and are authorized by, the Local Union or its officers provides such messages and information does not involve work stoppages, slowdowns or any other inference with the Employer's business.

The Employer shall not pay any employee for time spent on Union business.

#### **ARTICLE 4 – PAYROLL AND DUES DEDUCTION**

**Section 1.** The following are approved payroll deductions:

Income Taxes	Credit Union
Social Security	United Way Fund
Garnishee	Hamburg Maintenance Scholarship Fund
Union Dues	Vote COPE
Retirement	Dental
Retirement Loans & Arrears	Health Coverage
TSA	"Flex"

**Section 2. Union Dues Deduction.** The Employer agrees to permit payroll deduction of membership fees to the Union, subject to the following conditions:

- A. The Union is responsible for a letter of transmittal to the employer certifying the rate of its initial membership dues. In the event of any change of rate of its membership dues during the

life of this contract, a new letter of transmittal shall be sent to the employer at least thirty (30) days prior to the effective date of such coverage.

- B. New employees shall have the right to dues deduction thirty (30) days after the date of hire.
- C. The employee shall have the right to form, join and participate in, or to refrain from forming, joining or participating in, any employee organization of their own choosing.
- D. The Union assumes all responsibility for preparation, printing and processing of the payroll deduction authorization form.
- E. Authorized deductions shall be in equal payments, a maximum of twenty-two (22), commencing with the first regular pay period in September.
- F. Authorized deductions will be mailed to the Union within five (5) days of the time deductions are made.
- G. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Union dues under this Article.
- H. The Employer agrees to deduct Agency Fee from the salary of bargaining unit members who choose not to join the Union in the same manner as dues deduction. The Agency fee deduction will begin after thirty (30) calendar days of employment.

**Section 3.** The District shall establish/maintain a direct deposit arrangement for all employee payroll deposits for any bank or credit union that is licensed to do business in New York State and that is able to accept electronic fund transfers from the District's primary payroll depository. All bargaining unit members shall be required to use direct deposit for all payroll payments

## **ARTICLES 5 – ABSENCES AND LEAVES**

### **Section 1. Maternity – Child Care Leave.**

- A. An employee shall be entitled to a child care leave of absence without pay or benefits for a period of ten (10) months. An employee shall notify the Superintendent/Designee in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Superintendent/Designee two (2) months prior to the date the leave expires.
- B. A child care leave may be terminated by mutual consent of the Employer and Employee in extenuating circumstances, such as miscarriage or non-survival of the child.
- C. If an employee adopts a child, the employee may take a leave without pay or benefits (time to be the same as above)

### **Section 2. Illness and Bereavement Leave.**

#### **A. Personal Illness**

Following appointment to the staff as a full-time or part-time contract employee, sick leave at full salary shall be granted to the employee pursuant to the following schedule:

1. Upon employment, an employee after thirty (30) calendar days shall receive sick leave prorated to June 30.
2. Effective July 1, of each contract year the employee will receive fifteen (15) days of sick leave cumulative to a total of two hundred thirty-five (235) days.
3. Upon a reasonable request from the Superintendent/Designee, reasons will be stated on the absence form for the day or days absent.



4. The employer reserves the right to require a certificate from the school physician indicating the employee's fitness to work. The District will pay for the cost of each physical it requires, when done by a school physician.
5. An accounting of accumulated sick leave will be given to each employee at the beginning of each school year.
6. An employee shall have the right to use a maximum of ten (10) days of his/her sick leave time in any one (1) year in case of serious illness of his/her immediate family. (Immediate family is defined to include only wife, husband, children, parents, sister, brother, step child.)
7. After eight (8) sick days are used in a school year the employee will bring in a doctor's verification of the illness for each absence thereafter.
8. **Sick Leave Bank:** Full-time employees will be eligible to participate in the sick leave bank if, on July 1 of the school year, they have:
  - a. Twenty (20) or more days of accumulated sick leave, or less than twenty (20) days of accumulated leave, but have three (3) or more years of service in the District, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.
  - b. An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. Employees hired subsequent to the ratification of this agreement will be eligible to join within a sixty (60) day period from their date of eligibility. The sick leave bank will be administered by the Superintendent/Designee and a union representative according to the following regulations:
    - i. Each participating employee will contribute two (2) days of accumulated personal sick leave on an irrevocable basis in July of each year unless the total number of days in the bank is one hundred sixty-five (165) or more on July 1. If there are one hundred sixty-five (165) or more days, current members may remain in the bank without contributing days and new members may join by contributing two (2) days of accumulated personal sick leave.
    - ii. An employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a primary physician. A primary physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application for sick leave.
    - iii. A participant of the sick leave bank may apply for up to thirty (30) days of leave per year. The Superintendent/Designee and the designated union representative shall decide the number of days up to thirty (30) per year that any one (1) employee may be eligible to use. The decision shall not be open to the grievance procedure. The employer reserves the right to require a medical certificate indicating the employee's fitness to resume work. Upon application, the employee must choose to select one of the following options:
      - I choose to keep days of my vacation time (up to a maximum of five (5)) prior to entering the sick bank and realize therefore, I will have a waiting period equal to the number of days I have chosen (up to a maximum of five (5) Deduct Days.)

I choose to use all of my vacation time prior to entering the sick bank and realize therefore, I will have a one (1) day waiting period of one (1) Deduct Day.

- iv. An extension of up to thirty (30) days will be decided upon the employee's reapplication and the mutual agreement of the Superintendent/Designee and designated union representative. In order for an employee to receive an extension on their sick leave (up to thirty (30) days), all remaining vacation days must be used.
  - v. Any sick bank extension(s) granted beyond the initial 30 days, must be paid back by deduction from the employee's available sick leave to the sick bank at a rate of five (5) days per year for each extension granted (e.g. a thirty (30) day extension to be paid back at 5 days + 2 per year (if necessary) for the next 6 years). If the amount owed is equal to or greater than 55 days ten (10) days shall be paid back annually. Extension days only, are to be returned to the sick bank.
  - vi. Approval for use of the sick bank may depend upon frequency of use, the total number of days borrowed, number of years of participation in the sick bank and the availability of days.
- B. Extended Illness – An employee whose personal illness (verified by the school physician) extends beyond his/her unused sick time shall be granted a leave of absence without pay and/or benefits for a period up to six (6) months by the Employer.
- C. Bereavement Leave – In cases of death in the immediate family, up to five (5) days with pay, if necessary, will be granted to the employee even if a paid holiday falls within the bereavement period. (Immediate family is defined to include only wife, husband, children, parents, sister, brother, grandparents, grandchildren, in-laws, step family). An employee's use of bereavement leave will not count against the perfect attendance policy.

### **Section 3. Accidents.**

- A. Absence due to injury as a result of conditions of employment and verified by the school physician, or compensation physician, shall not be charged against the employee's accumulated sick leave. The employer shall pay to such employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. However, the eligibility shall be limited to employees on Step 2 or higher of the Salary Schedule. In no instance shall the Employer continue full salary beyond nine (9) months of the date on which the injury occurred.
- B. An employee injured as a result of conditions during the performance of duty for any employer other than Hamburg Central School District shall not be eligible for benefits under this Section.
- C. If an employee is absent due to injury as a result of his/her employment with the Hamburg Central School District, the employee must have accumulated at least one (1) sick leave day in order to be paid by the district for compensation days.

### **Section 4. Jury Duty**

Any employee who has been called to jury duty shall notify the Maintenance Mechanic Crew Chief or designee, immediately. Such employee shall be compensated at their regular pay but shall be required to return to the district any compensation received from the court. An Employee excused from service shall report to work at the beginning of his next regularly



scheduled shift. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

**Section 5. Special Leave.**

- A. The Employer grants each full-time employee two (2) days of special leave, not cumulative, with pay. Effective July 1, of each contract year, any special leave days not used will be added to the employee's sick leave the following year provided that the maximum sick leave time may not exceed two hundred thirty-five (235) days. Effective July 1, 1998, an additional .5 day (4 hours) is given to be used during the recess periods. Effective July 1, of each contract year, if the .5 day (4 hours) is not used, it will be added to the employee's sick leave time as a full day the following year provided that the maximum sick leave time may not exceed two hundred thirty-five (235) days. Part-time contract employees will receive two (2) hours of special leave with pay under the same terms as full-time employees. Employees will give one (1) day advance notice of taking such leave.
- B. It is understood that should such leave be requested for the one or two days immediately preceding or following a holiday, vacation, recess period, or during September 1-15 or June 1-30, such leave must have prior approval of the Superintendent/Designee and be for one of the following reasons:
  - 1. Funerals for Other Than Immediate Family – Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.
  - 2. Obligation to appear in Court, such as: (Interpretation: To enable an employee to appear before a judicial body at a specified time a required)
    - a. Liability Case
    - b. Property Settlement
    - c. Important Family Situation
  - 3. Transportation Failure  
Interpretation: Emergency, vehicular failure caused by weather conditions or mechanical trouble which prevents the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.
  - 4. Special Situations Approved by the Superintendent/Designee:  
Interpretation: To enable an employee to attend a graduation or wedding of the employee or an immediate family member (immediate family member is defined to include only parents, sister, brother, wife, husband, child, grandparents, grandchildren, in-laws, or step child), to attend to health emergencies in the immediate family, or to enable an employee to participate in an activity which in the judgment of the Superintendent/Designee and Chief School Officer will be beneficial to the Hamburg Central School District. In the event that serious interruption of work will result as a consequence of a large number of employees taking leave on any one day, the employer reserves the right for this reason to deny a request.

**Section 6. Individual leave of Absence.**

An employee may request an individual leave of absence without pay and/or benefits for a special purpose. An employee desiring such a leave shall file a written statement of his/her needs with the Chief School Officer who shall make his/her recommendation to the Board for their action.

## ARTICLE 6 – HEALTH BENEFITS

### Section 1.

- A. Effective July 1, 2014, the District will adopt the NY 44 Health Benefits Plan Trust “four-tier” Plan for all employees of the Hamburg Central School District. The four-tier plan will include the following options:

- Single
- Family
- Employee and Spouse/Domestic Partner
- Employee and Child(ren)

Any employee who accepts health insurance from the District must participate with the NY 44 Health Benefits Plan Trust and choose one of the four-tier options. All benefits remain the same despite what tier is utilized.

The District will pay 85% of the premium of all four-tier options.

- B. Any employee who accepts health insurance from the District must participate with the NY44 Health Benefits Plan Trust.
- C. In the event that the District no longer offers health insurance coverage through the NY44 Health Benefits Plan Trust, the District’s contribution for any successor health insurance coverage shall be 85% of the lowest HMO rate offered by the District.
- D. Dental – For those employees who desire dental coverage, the Employer will contribute up to \$125.00/year for single coverage and \$425.00/year for family coverage.
- E. The District will establish a “Health Maintenance Account” under IRC§105-h for each maintenance and custodial employee. Beginning on July 1, 2013 and each subsequent year thereafter, the District will annually deposit \$200.00 into each employee’s account. The plan will feature a “swipe-card” or comparable mechanism for access to the funds for allowable expenses under §105-h.
- F. Effective July 1, 2012 an eligible employee waiving family coverage for the year shall receive a waiver payment in the amount of \$1,000.00; provided, however, that a minimum of three (3) current enrollees with family coverage must drop District Health coverage effective July 1 2012. The waiver shall not be available to employees with single coverage.

### Section 2.

New employees shall be entitled to health benefits upon employment.

### Section 3.

In the event any employee is laid off for a longer period of time than thirty (30) days or is sick or disabled either on disability or compensation, the employer shall have the privilege of removing him/her from all insurance benefits and hospitalization according to the following schedule:

- A. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for one (1) year or more at the time of the absence shall be removed from all insurance benefits on the first day of the month which follows forty-five (45) days of absence.
- B. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for three (3) years or more at the time of absence shall be removed from all insurance benefits on the first day of the month which follows seventy-five (75) days of absence.
- C. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for ten (10) years or more at the time of absence shall be

removed from all insurance benefits on the first day of the month which follow one hundred seventy-five (175) days of absence.

- D. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for a period of fifteen (15) years or more shall have their hospitalization, surgical and medical benefits paid for them for a period of one (1) year.

**Section 4.**

If requested upon retirement, the Employer will continue to enroll the employee in the District's health plan for the length of the employee's life. The employee will assume the full cost of the coverage plus a 2% charge and reimburse the District.

**ARTICLE 7 – HOLIDAYS**

**Section 1.**

Full-time and half-time employees shall be entitled to the following holidays when they fall within the employee's span of a work week:

- |                         |                        |
|-------------------------|------------------------|
| Independence Day        | Christmas Day          |
| Labor Day               | New Year's Day         |
| Columbus Day            | Martin Luther King Day |
| Day before Thanksgiving | Good Friday            |
| Thanksgiving            | Memorial Day           |
| Day after Thanksgiving  |                        |

Plus three (3) other days to be observed as a paid holiday each year. These days will be designated by the Employer, but the employees shall be give notice of this day on or before June 30 of the year commencing July 1.

**Section 2.**

When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

**Section 3.**

Any employee on sick leave or personal leave that would otherwise be entitled to a paid holiday shall not have the holiday charged against his/her sick leave credit.

**Section 4.**

A holiday shall not be counted as a vacation day. Alternate days will be granted for a holiday falling within a vacation period.

**Section 5.**

Should it become necessary for an employee to work on a holiday in order to meet operating requirements and maintain service, said employee shall be paid time and a half for the holiday.

## **ARTICLE 8 – VACATIONS**

### **Section 1.**

All full-time employees shall be entitled to receive the following vacations:

After completion of one (1) year – 10 days

After completion of six (6) years – 15 days

After completion of thirteen (13) years – 20 days

After completion of twenty-five (25) years – 25 days

Part-time (contract) employees shall receive their vacation based upon the above schedule on a prorated basis.

### **Section 2.**

An employee whose employment commenced July 1 to December 31 would be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive shall receive vacation days on a prorated basis on the following July 1.

### **Section 3.**

Vacation days may be taken at any time during the year after they have been earned. A written request of at least five (5) working (excluding Saturday, Sunday and Holidays) days in advance shall be given to the Employer when requesting vacation days. Once vacations are approved and scheduled, they may not be changed except by mutual agreement between the Employer and the employee. Emergency requests will not be unreasonable denied. Employees shall select their vacation dates based on seniority in the job classification.

At no time may more than 25% of the workforce be on vacation during the months of November, May and June unless the Superintendent/Designee of Schools or his designee gives prior approval.

By October 1 of each school year, any SEIU employee desiring to use vacation days during the month of November will submit a written request for approval to the Superintendent/designee of Schools or his designee.

By April 1 of school each year, any SEIU employee desiring to use vacation days in the month of May will submit a written request for approval to the Superintendent/Designee of Schools or his designee.

By May 1 of school each year, any SEIU employee desiring to use vacation days in the month of June will submit a written request for approval to the Superintendent/Designee of Schools or his designee.

### **Section 4.**

The District will allow any SEIU employee to carry over a maximum of five (5) vacation days from one school year into the next school year. These carryover days must be used by July 31<sup>st</sup> of each year.

**Section 5.**

Absence covered by a Workers' Compensation or due to illness or layoffs not exceeding one hundred twenty (120) days, shall not limit or abridge the employee's right to full vacation with pay.

**Section 6.**

If an employee dies before taking his/her vacation, a like amount of cash will be paid to his/her beneficiary for any vacation for which the employee did not take before his/her death.

**ARTICLE 9 – JOB VACANCIES**

**Section 1.**

In the event there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of five (5) consecutive working days, excluding Saturday, Sunday, and holidays. Job postings will give a basic general description of the job, plus the initial job location, the shift times, and specify temporary, permanent or contingent permanent. If a position is not going to be filled or not filled within a reasonable period of time (15 working days or less), the President of the Local Union will be notified in writing of the reasons.

**Section 2.**

All applicants who are members of the bargaining unit shall be informed of the successful applicant as soon as possible.

**Section 3.**

The district will post, as per Section 1 of this Article, for all competitive class positions to determine if any current employees who hold the job title are interested in a transfer to the posted position. If more than one employee in the job title applies through the posting process for a transfer, the selection of an employee to perform such services shall be made on the basis of their ability and performance of duty as judged by the Employer but shall be governed by seniority where equal ability and performance of duty have been demonstrated. If the vacancy is not filled through the posting process, the District will contact Erie County for all available promotional and open competitive lists. After canvassing the lists, the District must select from the top three (3) candidates willing to accept appointment. Some examples: 3 scores of 100 (choice of 3 candidates); 1 at 100, 12 at 95 (choice of 13 candidates since all 95's are tied); 1 at 100, 1 at 95, 4 at 90 (choice of 6 candidates).

If there are less than 3 candidates, the District can make an appointment from the remaining names on the list or can make a provisional appointment and call for another exam.

**Section 4.**

The District will post, as per Section 1 of this Article, for all non-competitive class positions to determine if any current employees who hold the job title are interested in transferring to the posted position. If more than one employee in the job title applies through the posting process for a transfer, the selection of an employee to perform such services shall be made on the basis of their ability and performance of duty as judged by the Employer but shall be governed by seniority where equal ability and performance of duty have been demonstrated. Promotions to positions shall be made on the basis of ability and performance of duty as judged by the District. In cases of equal ability and performance of duty, seniority will be a consideration in making the selection.



**Section 5.**

In the event a noncompetitive employee through accepting a promotion to another noncompetitive or competitive position shall through the terms of the agreement suffer a loss of wages the contract year following his or her promotion; the Employer and the Union agree that no employee shall sustain a loss in pay (during the second contract year of promotion) but shall be paid at the applicable rate in either the current position or the position the employee has vacated the prior year, whichever is greater, until such time as the promotional rate of pay will meet or exceed the rate of pay for the position vacated.

**Section 6.**

The District will attempt to have at least one designated union representative to serve on all appropriate interview committees, as determined by the District.

**ARTICLE 10 – WORK WEEK**

**Section 1.**

The normal work week for full-time employees will consist of five (5) consecutive eight (8) hour days. The work week shall start Sunday at midnight and shall end the following Sunday midnight. When the custodial staff is required to work on Saturdays or Sundays, such work will be at the rate of time and a half for time worked. In the event grounds workers are scheduled to work on Saturdays or Sundays, such work will be at the rate of time and a half for time worked. When a grounds worker, general mechanic or motor operator is called to work between the hours of 12:01 a.m. and 8:00 a.m., he/she will be paid at the rate of time and a half.

**Section 2.**

Extra work authorized by the Maintenance Mechanic Crew Chief and performed by regular full-time employees (beyond forty (40) hours in any week) shall be compensated by time and a half. If an employee is called back to work after his eight (8) hour day, he/she shall be entitled to a minimum of two (2) hours of work.

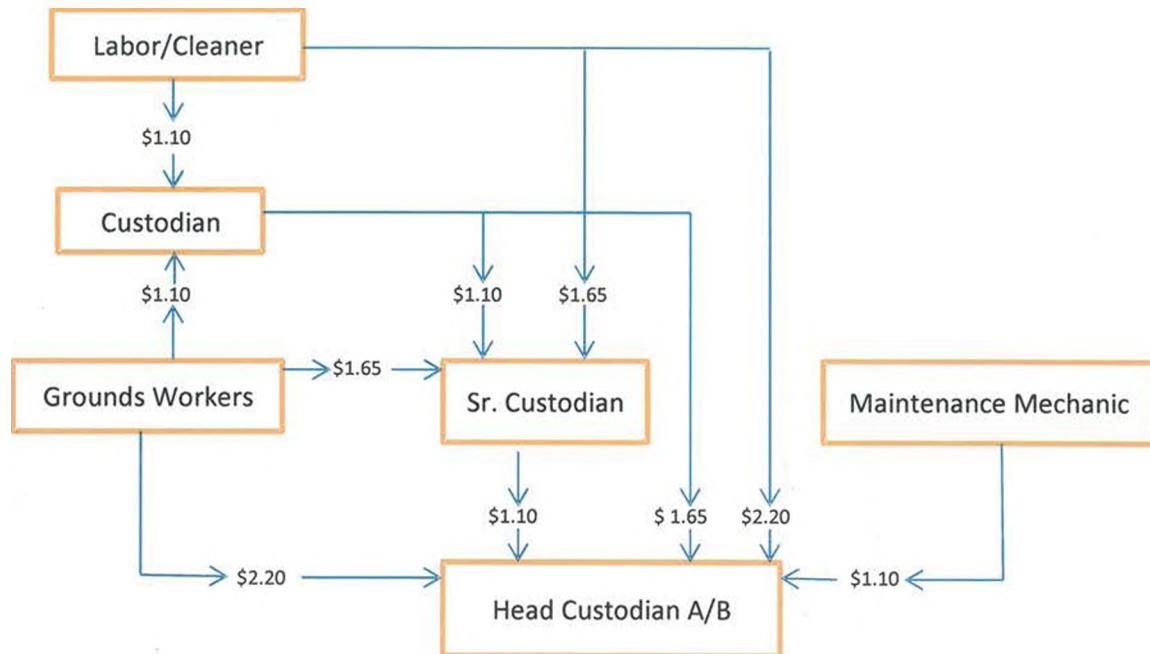
**Section 3.**

The regular work schedule shall be posted for all employees.

**Section 4.**

If an employee is temporarily assigned to work in a lower classification, he/she shall be paid his/her regular rate of pay. However, if an employee who is assigned to work in a higher classification, he/she shall receive a differential rate of pay for the hours he/she so works, as outlined below:

## Differential Flow Chart



### Section 5.

Employees shall receive a lunch period of thirty (30) minutes without pay

### Section 6.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half work shift. The Employer, however, shall be able to vary the schedule when the demands of the work require it.

### Section 7.

When an extra work assignment is offered an employee, that is, those hours in excess of forty (40) hours per week, it shall be on a rotating basis, beginning at the start of the school year by job classification seniority on an individual school basis. However, when it affects Maintenance and Educational Service employees, it shall be job classification seniority

## ARTICLE 11 – SENIORITY

### Section 1.

There shall be two types of seniority: Department Seniority and Job Classification Seniority.

- A. Department Seniority shall relate to the time an employee has been continually employed by the Department.
- B. Job Classification Seniority shall relate to the length of time an employee has been employed in a particular job classification.
- C. Department Seniority shall be determined from the date of appointment (first date of hire) to the Department whereas Job Classification Seniority shall be determined by the total service in the job classification. Probationary employees shall have no seniority but upon completion of the probationary period (six (6) months) their names shall be added to the



seniority list from the date appointed. It is agreed that the six (6) month probationary period applies to all new hires, effective July 1, 2002. It is also agreed that employees who are promoted within the department will serve a three (3) month probationary period. It is further agreed that the changes in the probationary periods listed above will have no effect on other provisions in the labor agreement (contract).

- D. Department Seniority shall apply to layoffs and recalls. In the event the District decides to reduce the working force, for lack of work or otherwise, the employee with the least Department Seniority shall be laid off first. In the event of rehiring, laid off employees with the most Department Seniority will be hired first, provided they are qualified to do the work.
- E. Job Classification Seniority shall apply to vacations, holidays, overtime and competitive position promotions.
- F. Seniority shall not be broken by vacations, sick time, layoffs or any leave of absence.
- G. An employee shall lose his/her status as an employee and his/her seniority if the employee:
  - 1. Quits or resigns
  - 2. Is terminated
  - 3. Retires
  - 4. Fails or refuses to return to work as required upon termination of a leave of absence.
- H. The Employer agrees to supply the Union on an annual basis with a seniority list containing the names of all employees covered by this agreement with their length of service with the Employer and the job classification in which they are employed.

## **Article 12 – POSITION ELIMINATION/LAYOFFS**

The School shall whenever possible, eliminate positions through attrition. However, should layoffs be necessary, the Superintendent shall provide the SEIU Local 200 United chapter chair a list of targeted titles upon School Board approval of the School's budget. In the case of a mid-year lay-off: notice of at least three (3) weeks prior to the effective date of the layoffs will be provided to the Union. Lay-offs and recalls will follow the procedures expressed in Article 11, section 1D of this contract. In the event the district abolishes a position within the department, a bargaining unit member's department seniority will apply for the purposes of bumping into other classifications provided they meet the minimum qualification for the position.

## **ARTICLE 13 – DISCIPLINARY ACTION**

### **Section 1.**

The following disciplinary actions shall apply to those employees who have completed their probationary period.

- A. Disciplinary Action shall include:
  - 1. a verbal warning
  - 2. a written warning
  - 3. a written suspension without pay
  - 4. a written discharge

A copy of the written warnings will be sent to the Union.

- B. In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- C. If the employee so elects, a union steward may be present at the initiation of any disciplinary action.

## ARTICLE 14 – “A” RETIREMENT; “B” SICK LEAVE CONVERSION

### Part “A”

#### Section 1.

The Employer will provide the Improved Non-Contributing Plan (Section 75 e), if available. Effective July 1, 1991, the employer will provide the new Career Plan (Section 75 l) of the New York State Employees’ Retirement System for Tier I and Tier II members.

Unused Sick Leave: The District will provide Section 41J of the New York State Employees’ Retirement System which is the application of unused sick leave as additional service credit upon retirement.

“OR”

### Part “B”

#### Section 1. Availability

The sick leave conversion set forth below will be available to employees who have reached retirement age, have at least ten (10) years of service in the Hamburg Central school District, and be eligible to draw benefits from the NYSRS.

#### Section 2. Eligibility

To be eligible for the sick leave conversion benefit set forth in Section 3 A, the employee must make a written commitment to the Superintendent/designee of his/her intention to retire six (6) months prior to the date of his/her retirement.

#### Section 3. Benefits

- A. The employee shall be compensated by converting a maximum of two hundred and thirty five (235) accumulated leave days to the actual cash value of those days and multiplying by the rate of fifty (50) percent, with a maximum of eighty five (\$85) dollars per day.
- B. At the time of retirement an accounting of the sick leave record of the employee will be undertaken to determine the amount of cash payment to be made.
- C. Sick leave conversion benefits payable under Section 3A shall be payable by continuing the payment of premiums for the retiree in the health benefits plan in effect for active employees. Should the retiree die, the remaining dollars in the account shall fund benefits for the spouse until depletion of the funds or the death of the spouse.
- D. Any unit member who chooses to retire and is not covered under the District’s Group Health Plans as of the last day of employment shall have his/her unused sick leave converted to cash according to the provisions of Section 3, Paragraphs A. Such amount shall be deposited into a 403-b account of the member’s choice from a list of District-approved 403-b providers. The Employer contribution shall not cause an employee’s 403-b account to exceed the applicable annual contribution limit under Section 415(c) (1) of the Internal Revenue Code, as adjusted for cost-of-living increases. Any excess amount shall be deposited into a 403-b account of the member’s choice from a list of District-approved 403-b providers in the month of January following the employee’s date of retirement.
- E. Part-time employees: Part-time employees shall receive their sick leave conversion based upon the above schedule on a prorated basis.

## **ARTICLE 15 – CONTRACTING OUT**

### **Section 1.**

Contracting Out is a prerogative of the Employer providing that it does not cause any employee to be laid off.

## **ARTICLE 16 – TRAVEL ALLOWANCE**

### **Section 1.**

If District-owned vehicles are not available and it should become necessary for Maintenance employees to use their own vehicles, a travel allowance will be provided at the going District rate. No maintenance employee will receive the travel allowance without prior written approval by the Maintenance Mechanic Crew Chief, or his /her designee.

## **ARTICLE 17 – DRIVER’S LICENSE DIFFERENTIAL**

### **Section 1.**

Employees such as Grounds Worker or Mechanics who retain a higher cost driver’s license shall be reimbursed by the District for the cost of the differential when renewing at time of renewal when proof is submitted.

## **ARTICLE 18 – EMERGENCY CLOSING**

### **Section 1.**

In the event of an emergency closing, the Employer agrees to make every effort to contact the employees as soon as possible before starting time either by radio, television or telephone.

### **Section 2.**

On emergency days declared by the Superintendent of Schools, buildings and grounds staff do not report unless called in and will receive their regular pay. In the event they are called in to work they will receive those hours of work as overtime pay.

### **Section 3.**

On emergency days declared by the Superintendent of Schools, it is understood that the Head Custodian of each school building will report to check their building and will receive a minimum of two hours of overtime pay.

## **ARTICLE 19 – BUILDING CLOSING**

### **Section 1.**

In the event an elementary building is closed, the Employer and the Union will meet to discuss bumping procedures for those employees affected.

## **ARTICLE 20 – PERSONNEL FILES**

### **Section 1.**

During normal office hours an employee, upon request to the Superintendent/Designee, shall have the right to review all written material in his/her personnel file which serves to evaluate his/her performance or service, except pre-employment references.

## Section 2.

The employee shall have the right to respond in writing to any material to be filed which served to evaluate the performance or service of said employee.

## ARTICLE 21 – GRIEVANCE

Definition: A grievance is a claim by an employee that there has been a violation, misinterpretation or inequitable application of the provisions of this agreement.

- Step 1: All grievances must be initiated within seven (7) working days of the alleged occurrence of such grievance. The matter will first be discussed informally by the grievant and/or his/her steward and the Maintenance Mechanic Crew Chief or Designee.
- Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievant and/or his/her steward shall present the grievance in writing to the Maintenance Mechanic Crew Chief or designee within seven (7) working days after the informal conference of Step 1. The Maintenance Mechanic Crew Chief of designee shall render a decision in writing within seven (7) days and present the written decision to the grievant and/or his/her steward.
- Step 3 If the grievant is not satisfactorily resolved in Step 2, the grievant and/or his/her steward may file an appeal in writing to the Superintendent of Schools within seven (7) working days after receiving the decision in Step 2. The Superintendent of Schools, or his/her designee, shall have seven (7) days after receiving the grievance to investigate, discuss , or hold hearings on the matter, and shall then give his/her written answer to the grievance.
- Step 4 If the grievant feels that the determination in Step 3 is not satisfactory, he/she may submit the grievance in writing within seven (7) days of receiving the Step 3 decision, to the Board of Education. The Board of Education shall hold a hearing at its next regularly scheduled meeting and shall render its decision within seven (7) days of the hearing.
- Step 5 If the grievant is not satisfied with the disposition of his/her grievance at Step 4, or if no decision has been rendered within seven (7) days of the Board of Education hearing, the Union or the Superintendent of Schools may request arbitration within ten (10) days.

The arbitrator shall be chosen by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The Arbitrator is not to modify, enlarge or restrict the provisions of this agreement. The authority of the arbitrator does not extend to matters which are not expressly covered in this contract. The decision of the arbitrator shall be binding on both parties.

**Failure to Meet Time Limits** – Should an employee be unable to contact the Maintenance Mechanic Crew Chief of Designee at Step 1 within seven (7) working days, the grievance may go to step 3. If any grievance is not pursued within the time limits spelled out above, the matter will be deemed to have been satisfactorily resolved and further appeal under this agreement barred.

**Right to Counsel** – Both the Employer and the employee have the right to legal counsel and/or Union representation at each stage of the grievance procedure.

## ARTICLE 22 – MAINTENANCE, CUSTODIAL & EDUCATIONAL SERVICE SALARY SCHEDULE

The Charts below reflect salary schedule increases of 2% in the 2014-2015 year, 2% in the 2015-2016 year and 2.5% in the year 2016-2017.

On the first pay period following July 1, 2015, all bargaining unit members shall receive a onetime payment of \$190.00.

### 2014-15

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
	Laun. wk. Cleaner Laborer	Grdswk Mtr. Equip Operator.	Maint Mech Grds. Crew Chief, Ptr.	Custodian	Offset Op.	Sr. Cust.	Hd Cust B	Hd Cust A
A	11.36	13.46	15.76	13.52	14.30	14.43	14.96	15.16
B	12.39	14.77	17.10	15.03	15.69	15.93	16.52	16.79
C	13.41	16.09	18.43	16.55	17.07	17.43	18.08	18.43
D	14.44	17.40	19.77	18.07	18.46	18.93	19.65	20.06
E	17.89	21.65	24.47	22.70	23.00	23.68	24.55	25.15
F	18.43	22.31	25.20	23.38	23.69	24.40	25.30	25.91

3<sup>rd</sup> shift cleaner: \$.50 additional

### 2015-16

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
	Laun. wk. Cleaner Laborer	Grdswk Mtr. Equip Operator.	Maint Mech Grds. Crew Chief, Ptr.	Custodian	Offset Op.	Sr. Cust.	Hd Cust B	Hd Cust A
A	11.59	13.73	16.07	13.79	14.59	14.72	15.26	15.46
B	12.64	15.06	17.44	15.34	16.00	16.25	16.85	17.12
C	13.68	16.41	18.80	16.89	17.42	17.78	18.45	18.80
D	14.73	17.75	20.16	18.44	18.83	19.31	20.04	20.46
E	18.25	22.09	24.96	23.15	23.46	24.16	25.04	25.66
F	18.80	22.75	25.71	23.85	24.17	24.89	25.80	26.43

3<sup>rd</sup> Shift Cleaner: \$.50 additional

### 2016-2017

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
	Laun. wk. Cleaner Laborer	Grdswk Mtr. Equip Operator.	Maint Mech Grds. Crew Chief, Ptr.	Custodian	Offset Op.	Sr. Cust.	Hd Cust B	Hd Cust A
A	11.88	14.08	16.48	14.13	14.95	15.09	15.64	15.85
B	12.96	15.44	17.87	15.72	16.40	16.66	17.28	17.55
C	14.02	16.82	19.27	17.31	17.85	18.22	18.91	19.27
D	15.10	18.19	20.67	18.90	19.30	19.79	20.54	20.98
E	18.70	22.64	25.58	23.73	24.05	24.76	25.67	26.30
F	19.27	23.32	26.35	24.44	24.77	25.51	26.45	27.09

3<sup>rd</sup> Shift Cleaner: \$.50 additional

An employee whose employment commenced July 1 to December 30 should be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That employee's complete year of service would be the following year.



Longevity: (remains flat) \*Note: Longevity amounts are annual accumulations added into the contractual salaries

	2014-15	2015-16	2016-17
Completions of 9 years of service	\$594.00	\$594.00	\$594.00
Completion of 14 years of service	\$675.00	\$675.00	\$675.00
Completion of 19 years of service	\$864.00	\$864.00	\$864.00

## ARTICLE 23 – COPE LANGUAGE

### Section 1.

Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deductions Authorization Form for this purpose. A union member may withdraw their authorization at any time, provided the employee notifies the Employer in writing on this withdrawal, with a copy to the Union.

## ARTICLE 24 – SCOPE, DURATION, IMPLEMENTATION, CONFORMITY TO LAW

### Section 1.

**Totality of Agreement:** This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations.

### Section 2.

**Scope of Agreement:** This Agreement shall supersede any rules, regulations or practices of the Employer that shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the employer with respect to all matters not specifically covered in this Agreement shall remain the rights and prerogative of the Employer.

### Section 3.

**Conformity of Law:** If any provision of the Agreement is or shall at any time during the life of this Agreement be decided as in violation of any state and/or federal law, such provision shall not be applicable, performed or enforced. Should any provision be contrary to law, only that provision is affected as above; all other provisions of this Agreement will remain in force until the termination date of the Agreement.

### Section 4.

**Duration:** This Agreement shall commence and become effective on July 1, 2014, and remain in effect until June 30, 2017.

### Section 5.

**Legislative Implementation:** Any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has taken such action.

IN WITNESS WHEREOF, the parties have hereunto set their hand and/or seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE EMPLOYER:

By \_\_\_\_\_  
Richard E. Jetter, Ph.D.  
Superintendent of Schools  
Hamburg Central Schools District

FOR THE UNION:

By \_\_\_\_\_  
Scott Phillipson, President  
SEIU Local 200United

By \_\_\_\_\_  
Deb Lauria  
Union Organizer/Representative  
SEIU Local 200United

By \_\_\_\_\_  
Arthur R. Krakowiak  
District Chairman  
SEIU Local 200 United