



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee Maintenance Division, Local 200B, SEIU (1995)**

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

Union: **West Genesee Maintenance Division, SEIU**

Local: **200B**

Effective Date: **07/01/95**

Expiration Date: **06/30/98**

PERB ID Number: **6480**

Unit Size: **7**

Number of Pages: **11**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

6480_06301998

West Genesee Central School District
And Seiu Local 200-B (W Genesee
Maintenance Div)

690
200-B
SD
B31

AGREEMENT

BETWEEN THE

**WEST GENESEE MAINTENANCE DIVISION
OF LOCAL 200B, SEIU**

AND

WEST GENESEE CENTRAL SCHOOL DISTRICT

JULY 1, 1995 - JUNE 30, 1998

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

AUG 22 1996

CONCILIATION

TABLE OF CONTENTS

	Agreement	1
ARTICLE I	Recognition	1
ARTICLE II	Definitions	1
ARTICLE III	District Jurisdiction, Organization Security, Grievance Procedure	1
ARTICLE IV	Work Week, Workday	2
ARTICLE V	Leave of Absence	3
ARTICLE VI	Holidays/Vacation	3
ARTICLE VII	Personal Leave, Sick Leave, Leave for Sickness or Death in Family, Leave for Death of Relatives	4
ARTICLE VIII	Jury Duty	5
ARTICLE IX	Wages	5
ARTICLE X	Payroll Deductions	6
ARTICLE XI	Retirement Plan	6
ARTICLE XII	Group Health Insurance	7
ARTICLE XIII	Liability	7
ARTICLE XIV	Compensation	7
ARTICLE XV	Tool Protection	7
ARTICLE XVI	Vacancies	7
ARTICLE XVII	Promotions	8
ARTICLE XVIII	Job Classification	8
ARTICLE XIX	Snow Plowing	9
ARTICLE XX	Dues Deduction	9

West Genesee School District Maintenance Division
West Genesee Central Schools
Camillus, New York

AGREEMENT

This Agreement is between the Superintendent and the West Genesee Maintenance Division of Local 200B, SEIU to govern terms and conditions of employment under the Public Employees Fair Employment Act of New York State, 1967.

ARTICLE I

RECOGNITION

1. This District agrees that Local 200B, SEIU is the bargaining agency for the Maintenance personnel of the operating unit employed by the District.
2. The District agrees that Local 200B, SEIU 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 1/2) to 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 1/2) 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 Union 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. 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 the 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 Bargaining Unit is charged with any violation whatsoever, the facts and circumstances involved will be discussed and reviewed with the Union Steward contingent upon approval of the person so charged.

The Union shall have the right to post notices and other communications on bulletin boards maintained on the Maintenance 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 Union meetings when such 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 the 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

All controversies and disputes which allege a violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement shall be processed according to the steps listed below:

1. The employee shall orally present his grievance to his immediate supervisor. If the grievance is not settled within five (5) work days, then:
2. The employee shall immediately present his WRITTEN grievance to the next appropriate higher level of supervision. Within five (5) work days after receipt of the written grievance, this higher supervisor shall provide, through a meeting, a written answer to the employee with a copy to the Division President. Thereafter, if the grievance is not settled, then:
3. The complaining employee has the right to take his written grievance to the highest level of supervision available to him and/or seek legal advice if he so desires.

The District and the employees agree that before the record of any complaint or charge against an employee may be placed in the employee's personnel file, the employee shall be afforded the opportunity to confront the complainant and reply to the same, and no derogatory memorandum, letter or report of complaint shall be placed in the employee's file without the knowledge of the employee and without affording him the opportunity to make a written statement of defense or explanation to be attached thereto.

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 Maintenance Director must give prior approval.

Article IV (contd)

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 1/2) times the hourly rate for that time which the Maintenance Director has approved.

WORKDAY

The workday shall be eight (8) working hours.

ARTICLE V

LEAVE OF ABSENCE

Maintenance workers 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

Twelve (12) month full-time Maintenance Division personnel shall be entitled to thirteen (13) holidays per year as follows:

- 1 New Year's Day
- 1 Washington's Birthday
- 1 Good Friday
- 1 Memorial Day
- 1 Independence Day
- 1 Labor Day
- 1 Columbus Day
- 2 Thanksgiving Day
- 2 Christmas
- 1 All Presidents
- 1 Martin Luther King Day

Other than twelve (12) month full-time employees will not have paid holidays.

PAID HOLIDAY

One (1) day to be taken at Christmas, Easter or spring break. The number of personnel taking advantage of the day shall be at the discretion of the Superintendent of Building and Grounds.

VACATION

Twelve (12) month full-time Maintenance Division personnel shall be entitled to the following:

1. Two (2) week vacation after one (1) year.
2. Three (3) weeks vacation after eight (8) years.
3. After completing fourteen (14) years - three (3) weeks and one (1) day.
4. After completing fifteen (15) years - three (3) weeks and two (2) days.
5. After completing sixteen (16) years - three (3) weeks and three (3) days.
6. After completing seventeen (17) years - three (3) weeks and four (4) days.
7. After completing eighteen (18) years - four (4) weeks.

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 (1) time, and the fourth (4th) week may be taken at either Christmas or Spring vacation.

Earned vacation for one (1) year, not to exceed ten (10) days for full-time employees and five (5) days for part-time employees, may be carried over to the next succeeding year only. Any accrued vacation time shall be paid the employees or their beneficiary at the time of termination, retirement, or death.

Vacation paid pursuant to the above will be computed as follows: that portion of unused vacation carried over from the previous year plus prorated vacation earned in the current year less vacation days not eligible to be taken prior to the end of the current school year.

ARTICLE VII

PERSONAL LEAVE

Full-time Maintenance 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. Any other non-specified personal reason at the discretion of the appropriate District authority (one [1] day per school year) with twenty four (24) hours notice.

Unused personal leave will be added to the accumulated sick leave.

Article VII (contd)

SICK LEAVE

1. Maintenance Division employees will be allowed one and two tenth (1.2) days of sick leave.
2. The use of sick leave by a division employee may require a physician's certificate for absenteeism of three (3) or more consecutive days. An employee using more than one half (1/2) of his annual sick day allotment in any one (1) school year may also be asked for a physician's certificate.
3. The borrowing of sick days by members of the Maintenance Division will be considered on an individual basis upon request to the Superintendent and approved by the Board of Education. The nature of the illness would have to be catastrophic in nature and a physician's certificate may be required to verify such a condition. Any employee requesting to borrow sick leave must first have exhausted his accumulated sick leave. The procedure used to implement this provision shall be mutually agreed upon by both the Superintendent and members of the division.

LEAVE FOR SICKNESS OR DEATH IN FAMILY

1. Maintenance 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 for each individual incident.
2. Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law, father-in-law, sister or brother, or person occupying the position of parent.
3. These days will be deducted from the accumulated sick leave.

LEAVE FOR DEATH OF RELATIVES

1. One (1) day deductible leave from Maintenance 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. If requested to be a pall bearer it will be deducted from sick time.

ARTICLE VIII

JURY DUTY

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

ARTICLE IX

WAGES

All employees covered by this Agreement will have their base hourly wages increased as follows during the duration of this Agreement:

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

In the event a Division employee is called in to work due to an emergency situation he will be compensated for a minimum of two (2) hours at time and one half of his regular hourly rate.

No new personnel will be employed in the Maintenance Division at a greater salary than a present employee.

Longevity in the amount of one hundred fifty (\$150) dollars will be paid after ten (10) years of full-time service with the West Genesee Central School District. An additional longevity increment of one hundred fifty (\$150) dollars will be paid after fifteen (15) years of full-time service with the West Genesee Central School District. Another additional two hundred (\$200) dollars will be paid after twenty (20) years of full-time service with the West Genesee Central School District. The longevity supplement will be paid on a fiscal year basis beginning in the school fiscal year (July 1) succeeding the year in which the ten, fifteen, and/or twenty (10, 15, and/or 20) years have been completed. Payment will be made in one payment on the first pay day in September.

ARTICLE X

PAYROLL DEDUCTIONS

The District will have payroll deductions for those items granted other employees of the District and those benefits offered through Local 200B on each employee authorized. The District will also facilitate deductions for any benefits managed by the Service Employees Benefit Funds, the employee chooses to participate in, provided they are not in competition with District Plans. In addition, all employees in the Bargaining Unit may elect to participate in the Credit Union on the same terms and conditions as other employees in the District. Employees must specify dollar amount deductions to the Business Office as requested. Changes may be made only twice each year.

ARTICLE XI

RETIREMENT PLAN

- a) 1. Tier 1 members are covered under the Retirement and Social Security Laws, Article 2, Section 75i (improved 1/60th non-contributory plan).
- 2. Tier 2 members are covered under Section 75i (improved 1/60th non-contributory plan) subject to the limitations of Article 11 of the Retirement and Social Security Law.

Article XI (contd)

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

b) Maintenance personnel who retire under the New York State Retirement System with ten (10) or more years of full-time service (thirty five [35] hours per week) with the West Genesee School District shall be entitled to a retirement stipend as follows:

Fifteen (\$15) dollars multiplied by said employee's unused sick days not in excess of one hundred (100) days.

Part-time service (less than twelve [12] months or less than thirty five [35] hours per week) is not covered by this provision.

ARTICLE XII

GROUP HEALTH INSURANCE

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

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

ARTICLE XIII

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 XIV

COMPENSATION

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

ARTICLE XV

TOOL PROTECTION

The District will provide insurance coverage, at no cost to Division employees, for protection against the possible theft of those Maintenance 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 Assistant Superintendent for Management Services with a complete list of all tools being used on the premises as a 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.

ARTICLE XVI

VACANCIES

The District will post all vacancies for Maintenance Division positions. 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, for five (5) working days 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 such vacancy.

ARTICLE XVII

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 (1) of these workers.

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

ARTICLE XVIII

JOB CLASSIFICATION

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

Reclassification of job title consideration will be based on an evaluation of each individual for Maintenance Work II Job title.

ARTICLE XIX

SNOW PLOWING

Snow plowing rates will be paid on the basis of one and one half (1 1/2) time the employee's base hourly wage for hours worked outside the normal workday (7 a.m. to 3:30 p.m.). Time and one half will also be paid for snow plowing during the normal workday when school is closed under Plan A where all employees receive a full day off with pay as per the current Agreement.

ARTICLE XX

DUES DEDUCTION

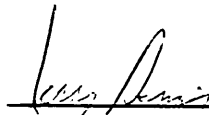
The Service Employees International Union, Local 200B, shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to Local 200B, SEIU on a payroll period basis. No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

DURATION

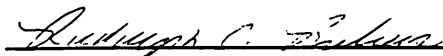
This agreement shall become effective July 1, 1995 and shall expressly terminate on June 30, 1998.

MAINTENANCE REPRESENTATIVES


WEST GENESEE CENTRAL SCHOOL DISTRICT



PRESIDENT - SEIU, LOCAL 200B



SUPERINTENDENT OF SCHOOLS



CLERK, BOARD OF EDUCATION DIVISION

Dated: 2/14/96