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Title: **West Genesee Central School District and West Genesee Food Service Workers, SEIU, AFL-CIO, Local 200B (1995)**

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

Union: **West Genesee Food Service Workers, SEIU, AFL-CIO**

Local: **200B**

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West Genesee Central School District
And Seiu Local 200-B (Food Service
Workers)

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20990

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AGREEMENT
BETWEEN THE
SUPERINTENDENT OF SCHOOLS FOR THE
WEST GENESEE CENTRAL SCHOOL DISTRICT
AND THE
WEST GENESEE FOOD SERVICE WORKERS
LOCAL 200B
SERVICE EMPLOYEES INTERNATIONAL UNION

JULY 1, 1995 - JUNE 30, 1998

STATE PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

AUG 22 1996

CONCILIATION

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ARTICLE I
RECOGNITION

Section 1.

The District recognizes the West Genesee Food Service Workers Division of Local 200B, Service Employees International Union; AFL-CIO, as the sole and exclusive collective bargaining agent with respect to wages, hours, administration of grievances and other terms and conditions of employment for all regularly scheduled full and part-time food service helpers and Driver/Messenger employed by the District.

Section 2.

Excluded from this unit would be temporary, casual, or per diem substitute employees and student workers. Also excluded are all other employees.

Section 3.

In granting said recognition the Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

Section 4.

Full-time employees are those who regularly work twenty six and one fourth (26 1/4) hours or more per week.

Part-time employees are those who regularly work ten (10) or more hours per week.

ARTICLE II
NO STRIKE

In accordance with New York State Law, the Union hereby affirms a policy that it does not assert the right to strike against the District; nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE III
MANAGEMENT RIGHTS

Section 1.

The West Genesee School District lunch personnel recognize the West Genesee Board of Education has sole jurisdiction over the operation and management of the schools. The Director of Food Service determines the number of employees needed to perform the job. The school's Lunch Director has the right to hire, direct, promote, transfer, discipline and discharge an employee accordingly, except where limited and modified by this Agreement.

ARTICLE IV
PAYROLL DEDUCTIONS

Section 1.

The District agrees to deduct from the wages of the employees covered by this Agreement, in accordance with the terms of the signed authorization to do so, the membership dues as designated by the Union for membership therein.

Section 2.

The Union shall certify to the Superintendent, in writing, the current rate of the membership dues for payroll deductions. The Union shall give the Superintendent thirty (30) days written notice prior to the effective date of any rate changes in the dues.

Section 3.

The District will deduct, on a bi-weekly basis, the amount of dues authorized according to Section 1 and shall transmit the total amount collected to the Union, along with a list covering same, by the fifteenth (15th) of the following month. The District shall not be liable for the dues monies collected once they have been paid to the Union.

Section 4.

Effective September 1 of each year, the employer will supply to the Union a complete list of bargaining unit employees including their date of hire, classification and address.

Section 5.

The District has the authority granted on the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) (with revisions) relative to the contracting (or subcontracting) of food services including their date of hire, classification and address.

Section 6.

The District will have payroll deduction for those items granted other employees of the District which each employee authorizes. Among said deductions, the District will allow a payroll deduction to be deposited in a bank of the employee's choice selected from a list of three (3) banks which are participating with the District in the plan. In addition to the Savings Plan, all employees in the bargaining unit may elect to participate in the Credit Union on the same terms and conditions as other employees of the District. Employees must specify dollar amount deductions and bank choice to the Business Officer as requested. Changes may be made only twice a year.

ARTICLE V
USE OF FACILITIES

Section 1.

The District agrees that the facilities of the School District shall be available for local Union meetings when such use does not interfere with any work schedule, or scheduled events or involve any cost to the District. The Superintendent shall be furnished a request for the use of school facilities in writing at least one (1) week in advance of the requested date. The Superintendent shall designate the facilities to be used.

Section 2.

The Superintendent agrees to provide a bulletin board and designate its location for the use of the Union for the purpose of posting communications to its membership provided, however, that their content is not derogatory and is related to the Union business such as Union meetings, elections, scholarship announcements, etc.

Section 3.

A Union representative may have access to the premises for the purpose of processing a grievance, explaining Union membership services and/or programs. The Union staff representative shall notify the Food Service Director of his presence and desire to visit the premises and shall arrange such visits so as not to interfere with the duties of any employee on the premises.

Section 4.

The Union shall be permitted use of building bulletin boards to the same extent as other units within the District.

ARTICLE VI
MEDICAL EXAMINATION

Each year, all employees will be required to have a physical examination before starting work in September. Failure to have the physical examination on file will require suspension from work until the physical examination form is in and the doctor approves it. All physical examinations will be paid for by the current fee set under contract with the school doctor. If an employee prefers to have their own doctor perform the physical examination, they may. Chest X-rays are required of new employees on request or at the discretion of your examining physician.

ARTICLE VII
EMPLOYEE PROTECTION

Section 1.

The Board of Education shall act in compliance with Section 3023 of the law. Any employee shall within ten (10) days of the time they were served a summons, complaint, process, notice, demand or plea, defer the original or copy of the same to the Board of Education.

Section 2.

All work related accidents must be reported to the school nurse at once. All cafeteria employees are covered under Workers' Compensation Insurance secured from an insurance authorized by the State of New York.

ARTICLE VIII
GRIEVANCE PROCEDURE

The parties hereto agree that the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the school system and therefore establish this procedure to secure equitable solutions to alleged grievances of employees. In accordance with the forgoing, should differences arise between the District and the employee as to the interpretation or application of any of the provisions contained in this Agreement, the following procedure will take place:

- Step 1 - The employee(s) having the grievance shall first (1st) present the grievance, with or without the Union representatives, to the Director of Food Services. If the grievance cannot be resolved verbally at this point, within five (5) working days, the grievance shall be put in writing to the Superintendent or his/her designee stating the specific provision of the Agreement that is alleged to be in violation.
- Step 2 - The Union Business Representative and the Superintendent of Schools, or his designee, shall meet within ten (10) working days after the date of the written grievance to review and discuss same. If they cannot come to an agreement on the grievance, the Union may proceed to Step 3 within fifteen (15) working days after the meeting held under this step.
- Step 3 - Advisory Arbitration. The Union, if it chooses to do so, may request the American Arbitration Association to furnish the parties a list of arbitrators to choose from in accordance with the rules of the American Arbitration Association. Should the parties strike out all the listed arbitrators, a second (2nd) listing shall be requested and/or furnished by A.A.A. Should the parties not leave any arbitrators on the second (2nd) list, the A.A.A. shall assign one of its own choosing. The arbitrator in his decision shall have no power to add to, modify, subtract from or otherwise alter the provisions of this Agreement. (S)He shall be limited to recommending a resolution of the grievance within

ARTICLE VIII (contd)

the intended interpretation and/or application of the provisions of this Agreement. The expense of the arbitration shall be shared equally between the District and the Union. Each party shall, however, bear its own legal and stenographic expense.

Step 4 - Upon receipt of the arbitrator's decision, the Superintendent shall arrange for a Board of Education meeting within ten (10) school days after said receipt for the purpose of acting upon the advisory arbitration award. The Business Representative and the Union President shall have the opportunity to meet with the Board of Education in Executive Session to review the grievance prior to the Board of Education making its final and binding decision on the grievance.

ARTICLE IX
EMPLOYMENT SECURITY

Section 1.

The District and the Union agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of race, sex, color, creed, nationality or membership in the Union and other statutory requirements.

Section 2.

The District agrees that it will not discipline or discharge an employee except for good reason such as, but not limited to, insubordination (refusal of a direct work order), drinking of alcoholic beverages while on duty, use or possession of a controlled substance, abuse of property, and/or endangering the health and safety of students or employees.

Disciplinary action shall be limited to written warnings; suspension, and/or discharge. In all such cases the District will specify in writing the reasons for its action and such action shall be subject to the grievance procedure and the hearing procedures specified below.

Except for the offenses cited in paragraph one (1) of section 2 of this article, the District will not discharge or suspend an employee unless it holds an administrative hearing within a week of the occurrence giving rise to the discipline. The employee shall be paid until such hearing is held.

If the hearing decision is not satisfactory, then the case may be processed as a grievance for a final decision. The District's action shall remain in effect until a final decision is reached by the Board of Education in the final step of the grievance procedure. Should the final decision be less than lost wages of this employee, (s)he will be paid the difference until reinstatement.

ARTICLE IX (contd)

Section 3.

A suspended or discharged employee must notify his Union within five (5) working days after receiving notification of such action against him of his/her desire to appeal the suspension or discharge.

Section 4.

Under normal conditions any employee desiring to terminate his employment with the District shall give the District two (2) weeks' advance notice of his/her intention to leave. The District shall likewise, under normal conditions, give any employee to be laid off two (2) weeks advance notice.

ARTICLE X
LEAVES OF ABSENCE

Section 1. SICK LEAVE

a) For each month worked, 1.2 sick days converted to the equivalent number of hours worked are granted for each unit member, cumulative up to one thousand six hundred (1,600) hours. Days or the equivalent number of hours accumulated will be listed each year to each employee. These days (hours) may be used as follows:

1. Five (5) of the twelve (12) days converted to the equivalent number of hours worked may be used for sickness at home. These are deducted from your regular sick leave and any not used will be converted to and accumulate as personal sick.

2. One (1) day converted to the equivalent number of hours for death in family - in-laws, aunt, uncle, first line cousins, niece, nephew, - deductible from sick leave.

3. Five (5) days converted to the equivalent number of hours for death of spouse, children, parents, brother, sister, grandparents, grandchildren, - deductible from sick leave.

4. Routine doctor's appointments are not included, only under emergency cases.

5. After five (5) days converted to the equivalent number of hours of sickness in any one (1) year, a physician's release may be requested.

b) Absentee slips are available from the School Lunch Manager. If you cannot report to work, call the Director of Food Service by 8:30 a.m.; phone 487-4661. Also call your School Manager at least forty five (45) minutes prior to your scheduled work time.

ARTICLE X (contd)

Section 2. PERSONAL BUSINESS

- a) Three (3) days - noncumulative for unit employees.
1. Court attendance, financial transactions, attorney, bank or realtor's office (one [1] day incident), house transaction.
 2. College graduation in immediate family (one [1] day).
 3. Marriage in immediate family (one [1] day).
 4. Religious holiday.
 5. Personal emergency by approval of Superintendent.
 6. Personal business (one [1] day only) by approval of Superintendent.
- b) Employees must give at least three (3) working days notice of their desire to take personal leave except in the case of an emergency.
- c) Unused personal leave days will be added to accumulated sick leave at the end of the school year.

Section 3. LEAVE OF ABSENCE

- a) Length of time for a leave of absence is up to one (1) year granted at the discretion of the Food Service Director. Employees absent for professional improvement will have preference. Applications for same should be in writing for approval by the Superintendent of Schools.

If an employee is on leave for less than thirty (30) days, the employee will be given their original assignment. If the leave of absence is for more than thirty (30) days, then the employee upon return will not accrue seniority during their absence and will be restored to his/her former seniority status.

While on leave of absence from the School District, no employee shall be employed by another organization. If this is violated, it shall be grounds for immediate termination of leave and employment.

Section 4. - JURY DUTY

- a) Any employee covered by this Agreement, called to jury duty, shall be paid his/her regular wages for the day(s) and (s)he shall return to the District the per diem rate allowed by the court. If the jury duty per diem rate is greater than the employee's regular pay, the employee shall keep the difference. You are expected to join the telephone alert.

ARTICLE XI
HEALTH INSURANCE

The District shall provide the same Group Health Insurance coverage provided the majority of other employees in the District. The District rate of contribution shall be the same as it is for the majority of other employees in the District.

The School District shall pay health insurance for those persons who work thirty (30) hours or more per week and will pay seventy (70%) percent of the cost for individuals who work between seventeen and one half (17 1/2) and twenty nine (29) hours per week.

Each person will have the privilege of purchasing dependent insurance. The cost will be the same to all persons in the District; changeable according to premium allowance.

Group insurance plan will be the same for all employees of the District.

Upon retirement, a unit employee who meets the applicable eligibility requirements may convert his/her unused sick leave into ONE of the following options:

OPTION 1

1. A District service requirement of ten (10) years.
2. Eligibility for New York State Employees Retirement without pension reduction.
3. Formula for sick leave payment,
 - a) Minimum of two hundred (200) hours must be met before any payment is made. Upon accumulation of two hundred (200) hours, all hours will then be multiplied by \$1.875.; if an employee has 199 hours he would not receive any payment. However, if the employee has 300 hours (s)he would receive \$562.50, i.e., 300 hours x \$1.875.

or

OPTION 2

1. If the employee has accrued eight hundred (800) hours of unused sick leave (s)he will be entitled to one (1) year of individual health insurance coverage, plus

ARTICLE XI (cont)

2. District service requirement of ten (10) years, plus
3. Eligibility for New York State Employees Retirement without pension reduction.

The employee can choose only one (1) of the two options set forth above.

ARTICLE XII
UNIFORM REIMBURSEMENT

New Employees	Employee purchases two sets (shirt/pants). At the employee's anniversary date the District will reimburse the employee.
Current Employees	The District will purchase two sets (shirt/pants) for all current employees.
Thereafter	The District will purchase one set (shirt/pants) for all returning employees each year.

ARTICLE XIII
SPECIAL FUNCTIONS

Section 1.

From time to time, the Food Service Department is required to provide service during the evening or on weekends. At the beginning of each school year a sign up sheet will be distributed to employees interested in working at special functions. An employee who signs up for special functions shall have the right upon request to one (1) refusal. A second (2nd) refusal will result in the employee's name being removed from said list. Selection of employees on this list will initially be based upon seniority and job performance. In the event an insufficient number of people sign up for special functions or all individuals on said list refuse to work, the Director of Food Services may assign individuals to work the special event from among the bargaining unit on the basis of inverse seniority and job performance.

Section 2.

The employee's hourly rate plus one (\$1.50) dollar and fifty cents per hour will be paid for hours worked after 4 p.m.

Section 3.

Employees will be provided a meal while working a dinner function. Inventory is excluded from this special functions provision.

ARTICLE XIV
SCHOOL CLOSING PROCEDURE

School will be closed for two (2) reasons: weather and other emergencies. The following plans go into effect:

SNOW DAYS

PLAN A

No one reports to work; receive day's pay up to three (3) days.

PLAN B

Everyone who works will be paid. Subzero weather (buses won't start), energy crisis, etc. could prevent students from attending school, however, the roads could be used.

PLAN C

Malfunction - one (1) or a select building. You have the option of working in another building to receive your day's pay.

If no snow days or emergency school closings are called, unit members will be paid for one (1) additional day off.

ARTICLE XV
HOLIDAYS

Section 1.

a) Paid holidays will be based on your base day's pay by the hour:

1. Thanksgiving
2. Christmas
3. New Year's Day
4. Washington's Birthday
5. Good Friday
6. Memorial Day

Section 2.

In order to receive pay for the holiday, you must work the last working day before and the working day after the holiday. Exception to the rule will be discussed and decided by the Liaison Group.

ARTICLE XVI
MISCELLANEOUS

Section 1.

Upon reasonable notification, an employee may review their file, receive a copy of any evaluations, affix a comment to the evaluation and receive a copy of any information in their file.

The evaluations shall be written in ink and discussed with the employee.

Section 2. APPEARANCE

- a) Each cafeteria employee must wear a uniform. The employee will do the laundry of the uniform so that there will be a clean uniform each day. Dress style uniforms should have nylon stockings worn under them. White socks are permissible with pant suit uniforms only.
- b) Each employee must furnish her own hair net and wear it. It is a State Health Department Law that any person working around food must wear a proper hair restraint.
- c) Shoes should be white, clean, low-heeled, and comfortable.
- d) It is a must that personal and proper sanitation procedure be practiced at all times. Clean fingernails, clean hands, and clean uniform must be a daily practice. Failure to comply may result in disciplinary action.
- e) A slip for your dress uniform and a pant liner for your "slacks" must be worn for modesty purposes, when needed.

Section 3. WORKING CONDITIONS AND EMPLOYMENT PRACTICES

- a) You must be willing to rotate on ALL jobs: dish machine, serving, cashiering, and learning bookkeeping.
- b) From your "part-time" position you may be asked to work the early hours in case of absence. This should be on a rotating basis.
- c) An Assistant Cook taking over for a Manager will work and be paid for seven (7) hours per day.

Section 4. CAFETERIA HIRING PROCEDURE

- a) Applicants must fill out a standard form to register their name for future employment;
- b) Personal interview by the School Food Service Director - work is described and evaluation of the individual is noted.
- c) Application filed.

ARTICLE XVI (contd)

d) Substitute workers are kept on a list to replace regular individuals for sick days. Applicant is notified by the Director of Food Service when placed on an active list.

- a) Regulation for dress, physicals and times are listed.
- b) W-4 form is filled out.

e) Applicant must hand in physical approval before (s)he works.

f) Applicant is placed on the "ON CALL" basis. This is used for orientation, in-service training and other evaluation.

g) "Sub" is evaluated by the Cook-Manager or Director of Food Service on a yearly basis as to his/her total function in our operation (Forms are set up for this).

h) As the positions occur, the "SUB" is asked to fill the positions. Appointment is based on:

- 1. experience working with us (more training needed, etc.)
- 2. transportation difficulties.
- 3. Attitude of worker.
- 4. Health hazards.

i) It is desired that no one be appointed without doing "SUB" work first. This explains what is expected of them and eliminates employee turnover.

j) Persons who live in the West Genesee School District will be given preference.

Section 5. PAYROLL

a) Hand in a W-4 form.

b) Be sure to fill in hours worked on time sheet at the end of each workday. Time sheets available at each school.

c) Check with the School Food Service Office about Social Security and Retirement.

d) You are paid by the hour and paid by check every two (2) weeks.

e) DEDUCTIONS AVAILABLE:

- 1. Credit Union
- 2. Payroll Savings
- 3. Retirement
- 4. Social Security
- 5. Section 125 The District shall provide a Section 125 Plan in accordance with IRS Regulations. This provision applies to health insurance premiums only.

ARTICLE XVI (contd)

6. SEIU Benefit Trust The District shall deduct and remit payments to the SEIU Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

This benefit shall expire on June 30 of the last year of this contract.

Section 6. TRAINING

Available to all employees at no cost.

- a) ALL Staff are required to attend a minimum of one (1) workshop per year conducted by a professional approved by the Director of Food Service at no cost to the employee.

- b) Establishment of a Continuing Education Committee to consist of:

One (1) - Food Service Helper
One (1) - Food Service Manager
and Food Service Director

for the purpose of formulating guidelines for a Continuing Education Incentive Program.

- c) The Food Service Department will provide a forty (\$40) dollar stipend each year in June to staff members meeting criteria established by this Committee. Availability of funds shall determine the extent of this stipend; whether fully awarded or a part thereof.

ARTICLE XVII
WORK YEAR

During the term of this Agreement any person employed in the School Lunch Department on the last day of the academic year or on the last day of any school calendar recesses, holidays or vacations shall continue to be employed in the same capacity at the start of that following school year and all its recesses, holidays, and/or vacations unless otherwise notified of their termination or other change in employment status in writing.

ARTICLE XVIII
PROBATIONARY PERIOD

The probationary period for all employees shall be in accordance with Civil Service law. After the completion of thirty (30) calendar days of service qualified unit employees will be entitled to the fringe benefits of the labor contract. Upon successful completion of the probationary period, permanent employees will be entitled to the protections of the Labor Agreement.

ARTICLE XIX
SENIORITY

Section 1.

Seniority shall be defined as the employees most recent date of hire following successful completion of the probationary period retroactive to the beginning of the probationary period.

Section 2.

Seniority will be utilized for requests for time off from unit members serving in identical positions except when the Director of Food Services determines a critical need.

Section 3. LAYOFF

- a) In the event of a layoff, the unit person in the job title affected shall be laid off on the basis of inverse seniority., i.e., least senior laid off first.
- b) Refusal by a unit employee to accept a new assignment resulting from a layoff will result in his/her termination of employment.

ARTICLE XX
JOB POSTING

Vacant positions in the unit will be posted for five (5) working days excluding Saturdays, Sundays and holidays. Appointments will be made based upon past work performance, work experience, knowledge, skill and ability to perform the work and seniority in the bargaining unit in the order as noted herein.

ARTICLE XXI
COMPENSATION

Section 1.

- a) Effective September 1, in each year of this contract (1995-96, 1996-97 and 1997-98) each returning unit member shall receive a salary increase of four (4%) increase above their hourly rate for the prior year.

b. For new hires, the hourly wage for the first six (6) months of employment shall be as follows:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Food Service Worker I	\$ 5.56	\$ 5.78	\$ 6.01
Food Service Worker II	\$ 8.29	\$ 8.62	\$ 8.96

Thereafter, said individuals will receive the following hourly rate:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Food Service Worker I	\$ 5.79	\$ 6.02	\$ 6.26
Food Service Worker II	\$ 8.53	\$ 8.87	\$ 9.22

The position of Driver/Messenger will be paid at the Food Service II hourly rate.

c) A unit member who is assigned to work in a higher classification for a substantial period of the day shall receive an additional fifty (\$.50) cents per hour for all those hours actually worked in the higher classification.

If a unit member is assigned to work in a higher classification beyond five consecutive days, he/she will receive an additional one (\$1.00) dollar an hour.

If a unit member is assigned to work in a higher classification beyond thirty (30) days, they will receive the hourly rate for the classification.

Section 2. LONGEVITY

a) Longevity starts at the time of first (1st) permanent appointment as year one (1). The longevity payment would start after the completion of ten (10) years service and will be included in the eleventh (11th) year contract salary schedule.

b) Longevity will be paid in a separate check at the end of the school year.

c) 1. One hundred (\$100) dollars after ten (10) years of service in the West Genesee School District.

2. One hundred twenty five (\$125) dollars after fifteen (15) years of service in the West Genesee School District.

3. One hundred fifty (\$150) dollars after twenty (20) years of service in the West Genesee School District.

ARTICLE XXII
TAYLOR LAW REQUIREMENT

It is agreed by and between the parties that 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 given its approval.

ARTICLE XXIII
ENTIRE AGREEMENT

The parties agree that all terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's decision and control and shall not be subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XXIV
DURATION

This Agreement shall be effective as of September 1, 1995, and continue in full force and effect until June 30, 1998.

For the District

Rudolph Rubeis
Dr. Rudolph Rubeis

Joseph Dennis P... ..
For the Union

