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Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee School Mechanics Division, Service Employees International Union (SEIU), AFL-CIO, Local 200B (1995)**

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

Union: **West Genesee School Mechanics Division, Service Employees International Union (SEIU), AFL-CIO**

Local: **200B**

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

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

PERB ID Number: **8430**

Unit Size: **6**

Number of Pages: **12**

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West Genesee Central School District
And W Genesee
Transportation/Mechanics

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TRANSPORTATION DIVISION

MECHANICS' DIVISION

AGREEMENT

WEST GENESEE CENTRAL SCHOOLS

CAMILLUS, NEW YORK

July 1, 1995 - June 30, 1998

June 22, 1995

**STATE PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

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CONCILIATION

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TRANSPORTATION DIVISION
West Genesee Central Schools
Camillus, New York

MECHANICS' DIVISION

AGREEMENT

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

ARTICLE I

RECOGNITION

1. The District agrees that the West Genesee School Mechanics' Division of Local 200B, Service Employees International Union, AFL-CIO, is the exclusive bargaining agency for the Mechanics' personnel of the operating unit employed by the District covering the following positions: auto mechanics, auto body repair worker, storekeeper, laborer.

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

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

ARTICLE II

DEFINITIONS

1. Full-time employees are those who regularly work at least thirty seven and one half (37 1/2) - 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 West Genesee School Mechanics' Division hereby recognizes that the District has sole jurisdiction over the operation and management of the school.

The District has the right to determine the number of employees needed to perform the work.

Article III (contd)

The District also has the right to direct employees, including the right to hire, promote, demote, transfer, discipline and discharge, provided none of these functions of the District shall be exercised as to abrogate any special provision of this contract or the laws of the State of New York or of the Federal Government.

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, or contrary to rulings by PERB or the New York State Comptroller's Office, then that part of the Agreement will not be deemed valid.

ORGANIZATION SECURITY

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

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

GRIEVANCE PROCEDURE

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 present the grievance, with or without the Union representatives, to the Director of Management Services or his designee. 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 stating the specific provision of the Agreement that is alleged to be in violation.

Article III (contd)

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 listing shall be requested and/or furnished by A.A.A. Should the parties not leave any arbitrators on the second 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 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 Divisional 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 IV

WORK WEEK

1. The work week for all employees in determining overtime will cover the period from Sunday at 12:01 a.m. to midnight the following Saturday.
2. Before an employee shall exceed forty (40) hours per week, the Transportation Director must give prior approval.
3. If an employee works in excess of forty (40) hours per week in any one (1) week, that employee shall receive one and one half (1 1/2) time the hourly rate for that time which the Transportation Director has approved.
4. Workers who drive bus and work at another job will negotiate an hourly rate with the Assistant Superintendent of Management Services and will not be subject to the wage rate of this contract.

Article IV (contd)

WORK DAY

The work day shall be eight (8) working hours. The night shift shall be seven and one half (7 1/2) working hours.

ARTICLE V

LEAVE OF ABSENCE

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

ARTICLE VI

HOLIDAYS

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

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

- 1 Floating holiday as determined by Head Auto Mechanic and Transportation Supervisor.

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

VACATION

Twelve (12) month bargaining unit members shall be entitled to the following:

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

Article VI (contd)

6. After completing fifteen (15) years - three (3) weeks and four (4) days.
7. After completing sixteen (16) 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 time, and the fourth (4th) week may be taken at either the Christmas or spring vacation.

Earned vacation for one (1) year, not to exceed ten (10) days, may be earned 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 Mechanics' Division personnel may use up to three (3) days per year of personal leave without loss of pay provided it is used only for the following specific reasons:

1. Attorney, mortgage or realtor's office.
2. College graduation immediate family (one (1) day per incident).
3. Marriage immediate family (one (1) day per incident)
4. Presence requested by government agency.
5. Special religious holiday.
6. Personal disaster.
7. Any other non-specified personal reason at the discretion of the appropriate District authority (one (1) per school year).

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

SICK LEAVE

1. Mechanics' Division employees will be allowed one and two tenths (1.2) days of sick leave per month.
2. A physician's certificate for personal illness may be required by the Superintendent of Schools.

Article VII (contd)

LEAVE FOR SICKNESS OR DEATH IN FAMILY

1. Mechanics' Division employees will be allowed five (5) days of absence per school year without loss of pay on account of critical illness or death in the immediate family.
2. Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law, father-in-law, sister or brother, or person occupying the position of parent.
3. One (1) day may be taken for grandparent, grandchild, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
4. These days will be deducted from the accumulated sick leave.

LEAVE FOR DEATH OF RELATIVES

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

ARTICLE VIII

JURY DUTY

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

ARTICLE IX

WAGES

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

- | | | |
|---------|----|--|
| 1995-96 | 4% | Applied to employee's 1994-95 base salary. |
| 1996-97 | 4% | Applied to employee's 1995-96 base salary. |
| 1997-98 | 4% | Applied to employee's 1996-97 base salary. |

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

Extra Duty When an employee is called into work before or after their normal work shift, the employee will receive a minimum of two (2) hours pay.

ARTICLE X

MEDICAL EXAMINATION

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

Medical examinations performed by the school physician will be paid for by the District. If one prefers to have his/her own doctor perform the physical, the District will pay up to the standard fee of fifteen (\$15) dollars.

ARTICLE XI

PAYROLL DEDUCTIONS

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

ARTICLE XII

RETIREMENT PLAN

- A. The 1/60th Improved Non-Contributory Plan, effective April, 1972, shall be paid by the District to the New York State Employees' Retirement System for the West Genesee Mechanics' Division who elect to join.
- B. Mechanics who retire under the New York State Retirement System with fifteen (15) 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:

Ten (\$10) 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 XIII

GROUP HEALTH INSURANCE

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

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

ARTICLE XIV

LIABILITY

The Board of Education in compliance with Section 3023 shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental body injury to any person within or without the school buildings and will arrange for and maintain appropriate insurance with insurance companies authorized by the State of New York. However, the employee shall, within three (3) days of the time he is served with any summons, complaint, process, notice, demand or plea, deliver the original or a copy of the same to such Board of Education.

ARTICLE XV

COMPENSATION

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

ARTICLE XVI

TOOL AND UNIFORM ALLOWANCES

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

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

Tool Allowance:	Mechanics -	not to exceed \$200.
	Laborers -	not to exceed \$100.

Uniform Allowance: All employees up to \$50 per year towards the purchase of work shoes.

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

ARTICLE XVII

VACANCIES

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

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

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

ARTICLE XVIII

PROMOTIONS

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

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

ARTICLE XIX

JOB CLASSIFICATION

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

Any employee temporarily filling in for a position of greater responsibility shall receive ten (.10) cents per hour more from the time the responsibility began to the time it ends.

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

ARTICLE XX

SCHOOL CLOSINGS - SNOW DAYS

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

ARTICLE XXI

MISCELLANEOUS

BUS DRIVING

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

SAFETY EQUIPMENT

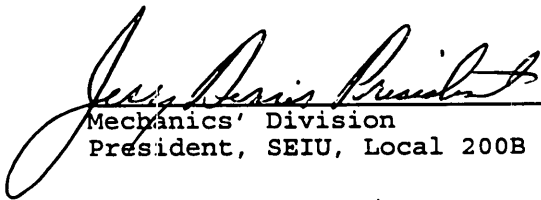
The District will provide laceration caps and safety goggles.

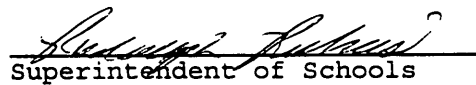
Payment of Fees If the District requires a mechanic to have a New York State Inspection Certificate, the District will reimburse the mechanic the amount of the fee associated with this certificate.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties on the subject matters set forth herein, and may be modified and amended only by written agreement of the parties.

THIS AGREEMENT shall become effective July 1, 1995, and continue in full force until June 30, 1998.


Mechanics' Division
President, SEIU, Local 200B


Superintendent of Schools

Date: 10/4/95