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Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee Maintenance Division, SEIU, Local 200 United (2007)**

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

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

Local: **200 United**

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

Expiration Date: **06/30/11**

PERB ID Number: **6480**

Unit Size: **7**

Number of Pages: **20**

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AGREEMENT

BETWEEN THE

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

AND

WEST GENESEE CENTRAL SCHOOL DISTRICT

JULY 1, 2007 - JUNE 30, 2011

RECEIVED

DEC 26 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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

AGREEMENT

This Agreement is between the West Genesee Central School District Superintendent (hereinafter referred to as the "Superintendent," "District," or the "Employer,") and the West Genesee Maintenance Division of Local 200 United, SEIU (hereinafter termed "the Union") and is entered into in good faith by the parties hereto and shall be binding upon them and their successors for the term of this Agreement.

ARTICLE I

RECOGNITION

1. This District agrees that Local 200 United, SEIU is the bargaining agency for the Maintenance personnel of the operating unit employed by the District.
2. The District agrees that Local 200 United, SEIU personnel have the right to negotiate terms and conditions of employment for personnel included in the Division.

ARTICLE II

WORKDAY/WORK WEEK

WORKDAY

1. The workday shall be eight (8) working hours.

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 Superintendent of Buildings and Grounds 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 (1½) times the hourly rate for that time which the Superintendent of Buildings and Grounds has approved.
4. Full-time employees are those who regularly work at least thirty seven and one-half (37 ½) to forty (40) hours per week and are on written annual notice.

Article II (cont'd)

5. Part-time employees are those who work between twenty (20) and thirty-seven and one-half (37½) hours per week and are on written annual notice.
6. Hourly employees are those who work on an hourly rate.

ARTICLE III

DISTRICT JURISDICTION/MANAGEMENT RIGHTS

- 1) The union recognizes that the District has sole jurisdiction over the operation and management of the school.
- 2) The District has the right to determine the number of employees needed to perform the work.
- 3) 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.
- 4) 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.

Article III (cont'd)

GRIEVANCE PROCEDURE

Section 1.

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within five (5) working days of the date of occurrence of the event over which the grievance is made and be processed in accordance with the following steps, time limits and conditions:

Step 1.

The grievant shall first take up the grievance with the immediate supervisor, and if requested by the grievant, a designated member of the Union may be given an opportunity to be present.

Step 2.

If the grievance is not settled at Step 1, the grievant may within five (5) working days of the date of occurrence of the event over which the grievance is made, reduce the same to writing and deliver to the principal or next level of supervision, who shall within five (5) working days after receipt give a written answer.

Step 3.

If the grievance is not settled by the written answer in Step 2, the grievant may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Union Representative within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievant within ten (10) working days after the close of the discussion.

Step 4.

If the grievance is not settled by the written answer of the Superintendent or his representative, the grievant may further appeal by giving written notice thereof to the Clerk of the Board within five (5) working days of the conclusion of Step 3. The Clerk of the Board, within fifteen (15) working days after the receipt of the appeal shall submit the grievance to the Board of Education who shall discuss same with Union Representative in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

Article III (cont'd)

Section 2. Arbitration

If not settled by the written answer of the Board of Education, the grievant may further appeal by giving written notice thereof to the American Arbitration Association or the Cornell ADR Program.

- a) The arbitration proceeding shall be conducted under the rules of the American Arbitration Association or the Cornell ADR Program.
- b) The arbitrator shall have no power or authority to add to, subtract from, or modify, change or alter any of the provisions of this Agreement.
- c) The decision of the arbitrator shall be advisory upon both parties.
- d) Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the Union.

Section 3.

If the District or any designated representative thereof fails at any step to hold conference or give an answer within the time limits provided, the grievant may elect to advance to the next step in this procedure.

ARTICLE IV

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.

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.

Article IV (cont'd)

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.

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 (½) 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.
4. A physician's certificate is required for all absences of three (3) days or more at no cost to the district.

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.

Article IV (cont'd)

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 V

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 Presidents' Day
- 1 Good Friday
- 1 Memorial Day
- 1 Independence Day
- 1 Labor Day
- 1 Columbus Day
- 2 Thanksgiving Day
- 2 Christmas
- 1 Veterans' Day
- 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.

Article V (cont'd)

VACATION

Twelve (12) month full-time Maintenance Division personnel 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.
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 (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. Unused carryover vacation days in excess of ten (10) days will be added to accumulated sick days. 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 VI

JURY DUTY

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

ARTICLE VII

WAGES

For the 2007-08 school year, all returning bargaining unit members shall have their prior year's base salary adjusted by 4.25% (four and one-quarter percent).

For the 2008-09, 2009-10, and 2010-2011 school years, all returning bargaining unit members shall have their prior year's base salary adjusted by 4% (four percent).

Article VII (cont'd)

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

Longevities shall be paid in the year following the year in which they are earned. Payment will be made in one payment on the first payday in September.

10 years	Paid in the 11 th year	\$185 (2007-11)
15 years	Paid in the 16 th year	\$185 (2007-11) additional
20 years	Paid in the 21 st year	\$230 (2007-11) additional

ARTICLE VIII

PAYROLL DEDUCTIONS/CREDIT UNION

The District will have payroll deductions for those items granted other employees of the District and those benefits offered through Local 200 United 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.

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

ARTICLE IX

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).

ARTICLE IX (cont'd)

2. Tier 2 members are covered under Section 75i (improved 1/60th non-contributory
 3. Tier 3 and 4 members are covered under Article 14 or Article 15 for their respective tiers. Tier 3 and 4 members will make contributions according to employee retirement system regulations.
- b) Maintenance personnel who retire under the New York State Retirement System with ten (10) or more years of full-time service (thirty-seven and one-half [37 1/2] hours per week) with the West Genesee School District shall be entitled to a retirement stipend as follows:

Twenty (\$20) 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-seven and one-half [37 1/2] hours per week) is not covered by this provision.

ARTICLE X

HEALTH INSURANCE BENEFITS

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

Unit members shall be able to participate in dental and vision plans offered through Local 200 United, SEIU at no cost to the district.

Upon retirement unused sick leave will be converted to paid up hospitalization insurance for himself at the rate of one (1) year coverage per sixty-five (65) unused days for each accumulated.

ARTICLE XI

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 XII

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 XIII

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.

Employees will receive an annual tool allowance of \$200 with prior approval and proof of payment.

ARTICLE XIV

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 XV

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, Upon the recommendation of the Superintendent of Buildings and Grounds, when a unit member is promoted from a Maintenance Worker I Title to a Maintenance Worker II, this change in classification will result in a two and one half percent (2.5%) prorated salary adjustment effective the date the change in title occurs.

ARTICLE XV (cont'd)

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

ARTICLE XVI

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 Worker II Job title.

ARTICLE XVII

SNOW PLOWING AND CDL

All maintenance workers will be required to have a CDL Certification or obtain one within six (6) months of hiring. The CDL Certification will be coordinated through the Superintendent of Buildings and Grounds. Upon approval and successful completion, the fee for obtaining a CDL Certification will be reimbursed by the district.

Maintenance workers are recognized as a group that is eligible to sign up for snow removal on an annual basis. Members that do not sign up will be placed on a sub list for illness and vacation periods during the inclement months.

Snow plowing rates will be paid on the basis of one and one half (1½) times the employee's base hourly wage for hours worked outside the normal workday (7:00 a.m. to 3:30 p.m.)

ARTICLE XVIII

PROBATIONARY PERIOD

New employees in the bargaining unit shall be eligible to receive full contractual benefits thirty (30) work days after the commencement of their employment.

The probationary period for all employees shall be in accordance with Civil Service regulations.

Permanent appointment to the staff will be reviewed and evaluated by the immediate supervisor and by the Superintendent or Superintendent's designee. If the conduct or performance of the employee is not satisfactory during the employee's probationary period, the employee may be dismissed upon notification in writing. One copy of the dismissal letter will be forwarded to the union representative.

ARTICLE XIX

SENIORITY

1. Seniority for each employee in the non-competitive class shall be determined by the most recent date of hire in that classification.
2. In case of lay off, seniority rights are to be exercised according to Civil Service regulations.

ARTICLE XX

STATUTORY CLAUSE

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXI

MISCELLANEOUS

UNIFORMS

The District will provide maintenance employees with uniforms during the course of this agreement. The District will pay one hundred twenty-five dollars (\$125) per year towards the purchase of work shoes.

EDUCATIONAL BENEFITS

Employees will be eligible for reimbursement for college course work and/or training to a maximum of five hundred (\$500) dollars per year. Reimbursement is contingent upon receiving prior written approval from the Superintendent of Buildings and Grounds and the Assistant Superintendent for Management Services, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Superintendent of Buildings and Grounds.

Eligible employees may request to use \$1,000 for technical training to enhance their trade skills. If approved by the Superintendent of Buildings and Grounds and the Assistant Superintendent for Management Services, said employee will not be eligible for the educational benefit in the following fiscal year.

ARTICLE XXI (cont'd)

DURATION

This agreement shall become effective July 1, 2007 and shall expressly terminate on June 30, 2011.

MAINTENANCE REPRESENTATIVES

WEST GENESEE CENTRAL SCHOOL DISTRICT



President-SEIU, Local 200 United 11/21/07
Date



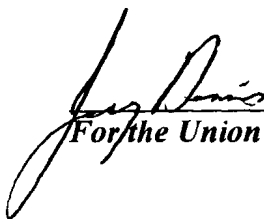
Superintendent of Schools 11/26/07
Date

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE WAIVER

Full-time employees (29 ½ or more hours per week) eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:

1. If an employee elects to waive participation in the District's Health Insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
2. Employees who elect to waive participation in the District's Health Insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The wavier option must be renewed by the individual annually during the September open enrollment period.
3. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
4. Employees who elect to waive their participation in the district's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount o time the employee did not have health insurance coverage through the District.
5. Employees who elect to waive their participation in the district's health insurance program and then find it necessary to rejoin, the employee would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the District.
6. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application, is eligible for the waiver inducement amount.
2. This provision expires effective 6/30/11.


For the Union

11/21/07
Date

 Joseph A. Pincus
For the District

11/26/07
Date

