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

Title: **West Genesee Central School District and West Genesee Custodial Unit, Local 200 United, SEIU (2004)**

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

Union: **West Genesee Custodial Unit, SEIU**

Local: **200**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **6478**

Unit Size: **37**

Number of Pages: **28**

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AGREEMENT

BETWEEN

WEST GENESSEE UNION  
OF LOCAL UNIONS

AND

WEST GENESSEE COUNTY

AGREEMENT

JULY 1, 1964

RECEIVED

JUN 22 1964

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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**LABOR AGREEMENT**  
**WEST GENESEE CUSTODIAL ASSOCIATION**  
**CAMILLUS, NEW YORK**  
**JULY 1, 2004 - JUNE 30, 2007**

A G R E E M E N T

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 Custodial Unit 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

The District recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and conditions of employment as required by PERB (Public Employment Relations Board) for all full-time and regular part-time custodial and laundry employees. Excluded from the bargaining unit are: Superintendent of Buildings and Grounds, Head Custodians, Custodial I Maintenance Workers, summer employees, work experience program employees and on-call employees.

DUES DEDUCTION

The Service Employees International Union, Local 200 United SEIU, 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 the Local 200 United, SEIU on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Local 200 United, SEIU.

The West Genesee School District agrees to submit to the Local 200 United, SEIU, each payroll period, a list itemizing the deductions of each employee.

ARTICLE II  
NOTIFICATION

The Union will be notified of new employees by name relative to this Agreement.

Each new employee will receive a contract when hired. After negotiations of a new contract each employee will receive a new copy of the contract.

ARTICLE III  
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 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 IV  
NON-DISCRIMINATION

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.

ARTICLE V  
EMPLOYMENT SECURITY

1. The District shall not discharge nor suspend any employee after their probationary period except for good reason such as, but not limited to: immorality, insubordination (refusal of a direct work order), unauthorized association with students, obscenity, swearing, theft, fighting, drinking of alcoholic beverages, use of a controlled substance (not prescribed by physician), deliberate abuse of district property and/or endangering the health and/or safety of students or fellow employees. Violations of this type shall render the employee subject to immediate suspension without pay pending the findings of a hearing as provided for under this Article.
2. A hearing may be conducted by a building administrator or his designee. Warning notices will be given for all minor infractions of the rules. The notices will be presented to the employee. It shall be the employee's responsibility to notify the Union's representative if (s)he so desires.
3. If the hearing is not satisfactory to all parties concerned, then within ten (10) working days from the notification of suspension or discharge the case may be referred to the Grievance Procedure contained within this Agreement.

Article V (cont'd)

4. A discharged or suspended employee must advise the Union within five (5) working days after receiving notification of such action against him/her of his/her desire to appeal the suspension or discharge.
5. Any employee discharged must be paid in full for all wages owed him/her by the District, including earned vacation pay, if any.
6. In the event of a dispute over disciplinary action by the District against an employee, the Union reserves the right to invoke the Grievance Procedure contained within this Agreement within the provision of Article III.
7. Any employee desiring to terminate his/her employment with the District shall give the District two weeks advance notice of his/her intention to leave. The District shall likewise give any employee to be laid off two weeks advance notice or an extra weeks pay in lieu of such notice.

ARTICLE VI  
DISTRICT JURISDICTION/MANAGEMENT RIGHTS

1. The Union hereby recognizes that the District has sole jurisdiction over the operation and management of the schools.
2. The District has the right to determine the number of employees needed to perform the work. In the event of a school closing the District will try to absorb the members of the Union into other schools insofar as possible.
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 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.



ARTICLE VII  
EVALUATION

Bargaining Unit members will be evaluated in writing as follows:

Permanent Employee	Annually by June 30.
Probationary Employee	Twice during the probationary period
Provisional Employee	Following the initial month of employment and as many times as deemed necessary.

The evaluation will serve as a summary of the effectiveness of the employee's attitude, work habits and job performance. The evaluation form will be signed by both the evaluator and the employee. Employee evaluations will be taken into consideration when determining an individual's qualifications for promotion and/or transfer. If employees have a discrepancy with their evaluation they shall have the right to petition the Superintendent of Building and Grounds for another evaluation with the employee/evaluator/Superintendent of Buildings and Grounds in attendance. A copy of the completed evaluation shall be given to the employee.

ARTICLE VIII  
UNION STEWARD/OFFICERS

1. The District recognizes the right of the Union to designate Stewards and Officers to assist or serve in the absence of the regular representative.
2. The authority of the Stewards or Officers so designated by the Union shall be limited to the following duties and activities:
  - a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
  - b) The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
    - i) Have been reduced to writing, or
    - ii) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns or any other interference with the functions of the District.
3. The Stewards or Officers have no authority to take strike action or any other action interrupting the District's business.
4. The Stewards or Officers shall be permitted to investigate, present and process grievances.

ARTICLE IX  
NO STRIKES

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

ARTICLE X  
SICK LEAVE

1. A bargaining unit member shall earn sick leave for each month employed as follows:

12 month, 8 hours	=	1.2 days/month or 14.4 days annually
12 month, 4 hours	=	.6 days/month or 7.2 days annually
10 month, 7 hours	=	1.2 days/month or 12 days annually
10 month, 3 ½ hours	=	1.6 days/month or 6 days annually
2. After one (1) full year of employment an employee will be granted one half (1/2) of his/her yearly Sick Leave days in advance; and if employee leaves before such days are earned, it will be deducted from his/her last check.
3. Sick Leave days may be allowed to accumulate indefinitely except for those employees hired on or after 1 July 1985. The accumulation of sick leave days for these employees shall be limited to two hundred (200) days.
4. A physician's certificate for personal illness may be required by the Superintendent of Schools to verify rights to sick leave benefits. The District will pay the cost of the initial visit with the school physician, if a certificate is not available free to the employee. If the school physician is not available on a timely basis, the District will pay the cost for the employee to visit his/her own physician up to the amount that would have been charged by the school physician for such a service.

The Union recognizes the importance of good work habits, especially in the area of employee attendance. As such, any employee using more than one half of his/her sick leave allotment in any one (1) school year may be counseled by his/her immediate supervisor regarding their situation. The circumstances surrounding an employee's absenteeism will be reviewed on an individual basis.

5. An employee who is forced to be absent for any reason must notify his/her supervisor or principal's office at least 2 hours prior to the regular reporting time for work.

Article X (cont'd)

6. Employees may inquire as to the number of sick leave days they have accumulated. This information will be available on request from the Office of the Superintendent of Buildings and Grounds. Notification of accumulated sick leave will be given on the first (1st) payday of the new contract year and the following years thereafter.

ARTICLE XI  
EMERGENCY ILLNESS - FUNERAL LEAVE

Employees will be allowed five (5) days of absence per school year for each individual incident, without loss of pay, on account of critical illness (severe or requiring hospitalization based on doctor's verification) or death in the immediate family. Part-time employees will be allowed this benefit on a prorated basis.

Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law or father-in-law, sister or brother, or person occupying the position of parent. One (1) day per year, if requested, to be a pallbearer at a funeral.

These days will be deducted from the member's accumulated sick leave.

ARTICLE XII  
LEAVE FOR DEATH OF RELATIVES

One (1) day deductible from employee's accumulated days of Sick Leave shall be allowed for absence due to death of uncle, aunt, cousin, nephew, niece, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law. Two (2) days for grandparent or grandchildren.

ARTICLE XIII  
PERSONAL LEAVE

Employees will be allotted three (3) personal leave days, each school year. Part-time employees will receive this benefit on a prorated basis.

### Article XIII (cont'd)

Reasonable notice of such leave shall be given to the employee's immediate supervisor as soon as possible. Personal leave is not to be used for recreation (i.e. hunting, fishing, sports, travel, etc.). Personal leave will not be approved when requests exceed five (5%) percent of the Union's employees on any one (1) day. Personal leave may be taken in minimum segments of four (4) hours per incident. Unused personal leave will be added to accumulated sick leave. Personal leave may be requested for the following reasons:

1. legal transactions
2. college graduation for self or immediate family member (one [1] day per incident)
3. marriage for self or immediate family member (one [1] day per incident)
4. taking son or daughter to college in freshman year (one [1] day per incident)
5. presence requested by government agency (N.Y.S. Legislature, etc.)
6. special religious holiday
7. personal disaster (determined by Superintendent of Schools or his designee)
8. personal business (not for recreation)
9. any other non-specified personal reason at the discretion of the appropriate District authority.

Only one (1) personal leave day may be taken at one time for the reasons listed above unless written permission is obtained from the Superintendent or his representative. Personal leave will be approved by the Superintendent of Buildings and Grounds subject to staffing.

### ARTICLE XIV CHILDBIRTH LEAVE/CHILD REARING LEAVE

1. Childbirth Leave - Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Policies concerning commencement and duration of leave, the accrual of seniority and other benefits and privileges, protection under health insurance plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Upon request of the Superintendent, the opinion of the school physician will be required at both the beginning and termination of such leave.

Article XIV (cont'd)

2. Child Rearing Leave - Child Rearing Maternity Leave may be applied for and granted for the purpose of child rearing after the birth of the child.
  - a) The employee must apply for the Leave within six (6) weeks after the birth of the child.
  - b) The Leave shall extend for the remainder of the school semester in which the child is born and may be extended for the next two (2) semesters as agreed upon by the employee and the approving authority for the District.
  - c) There shall be no compensation during this Leave period.
  - d) Sick Leave not used during childbirth leave shall be restored upon return to the system.
  - e) Notification in writing of intent to return shall be submitted by April 1 and/or November 1 of the semester prior to the one (1) in which the employee plans to return.

ARTICLE XV  
OTHER LEAVES OF ABSENCE

1. Any employee 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 and shall be acted upon by the Board of Education.
2. Said leave of absence will be limited to a maximum of two (2) consecutive six (6) month periods.
3. Upon return from leave, the employee shall be restored to his/her former position or to a position of like nature; seniority status, sick leave, will be restored at the level at which the employee left. The employee will go into the salary schedule in effect at the time of his/her return to employment.

ARTICLE XVI  
PHYSICAL EXAMINATIONS

Upon appointment, all employees must undergo a physical examination, administered at the District's expense, to determine his/her ability to satisfactorily perform required job responsibilities. The examination may be by the District's physician, according to an established fee schedule, or by the employee's family doctor at a fee not to exceed that which would be paid to the District's physician for comparable services. In either case, the examination must be reported on a form furnished by the District.

Article XVI (cont'd)

Additionally, an employee desiring to return to work after having been absent due either to injuries sustained from an accident or a prolonged physical illness (ten (10) consecutive workdays) must first furnish, at the employee's expense, a physician's certificate stating that the employee is able to resume his/her duties with or without any restrictions.

ARTICLE XVII  
PAYROLL SAVINGS/CREDIT UNION

The District will have payroll deduction for those items granted other employees of the District and those benefits offered through Local 200 United which each employee authorizes. The District will also facilitate deductions for any of the benefits managed by the Service Employees Benefit Funds the employee chooses to participate in, provided they are not in competition with the 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 of the District. Employees must specify dollar amount deductions to the business office as requested. Changes may be made only twice each year. Should the District require additional certification, the District will bear the expense.

ARTICLE XVIII  
WORKDAY AND WORKWEEK

1. Custodial Workers assigned to the day shift shall work eight (8) full hours. Custodial Workers assigned to a night crew (second [2nd] or third [3rd] shifts) shall work seven and one half (7 1/2) hours and receive a one half (1/2) hour per night paid dinner period.
2. Custodial Helpers and Laundry Workers assigned to the day shift shall work seven (7) full hours. Custodial Helpers assigned to a night crew (second [2nd] or third [3rd] shifts) shall work a thirty two and one half (32 1/2) hour net work week and receive a one half (1/2) hour per night paid dinner period.
3. Regular part-time employees shall work either three and one half (3 1/2) or four (4) hours per day depending on their respective building's work schedule.
4. The work week for all employees in determining overtime will cover the period from 12:01 a.m. Sunday to midnight the following Saturday.
5. Before an employee shall exceed forty (40) hours in a given week, the Superintendent or his representative must give prior approval. For purposes of computing overtime compensation, employees who are on paid sick leave or vacation will be considered constructively present.

Article XVIII (cont'd)

6. If an employee works in excess of forty (40) hours in any given week, that employee should receive one and one half (1 1/2) times his/her hourly rate for that overtime worked.
7. Any shift schedule changes during the summer and school breaks will be published to all members of the bargaining unit thirty (30) days in advance. Building checks - in accordance with Article 7 of the Head Custodian contract.

ARTICLE XIX  
JURY DUTY

Employees covered by this agreement will receive their regular full compensation for time spent on jury duty. Those employees serving on jury duty will not be expected to work their regular shift. However, an employee will not be considered as serving on jury duty if (s)he is on-call or is asked to report and then dismissed within two (2) hours. In these instances the employee will be expected to report to work for all or a portion of his/her normal shift depending on the employee's work schedule (shift).

ARTICLE XX  
MILITARY LEAVE

Military leave shall be granted in accordance with Section 242-243 of Military Law.

ARTICLE XXI  
HOLIDAYS

Twelve (12) month custodial unit personnel shall be entitled to thirteen (13) paid holidays per school year as determined by the Superintendent. Such days will coincide with those holidays given to other twelve (12) month non-instructional negotiating units.

Ten (10) month custodial unit personnel (including regular part-time employees) shall be entitled to twelve (12) paid holidays per school year as determined by the Superintendent. Such days will coincide with those holidays given to other ten (10) month non-instructional negotiating units.

Article XXI (cont'd)

The holiday schedule will be the same holiday schedule for the Head Custodians. The following schedule will be observed:

- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving (two [2] days)
- Christmas
- New Years Day
- Good Friday
- Memorial Day
- Veterans' Day
- Martin Luther King Day
- Floating Holidays (two [2])\*

\*Floating holidays determined by Superintendent of Buildings and Grounds.

ARTICLE XXII  
VACATION

<u>Employment Term</u>	<u>Years of Service</u>	<u>Days</u>
12 month Employees	First thru 8 years	10
	After 8 years	15
	12 years	16
	13 years	17
	14 years	18
	15 years	19
	16 years	20

Part-time twelve-month employees receive this benefit on a prorated basis.



Article XXII (cont'd)

<u>Employment Term</u>	<u>Years of Service</u>	<u>Days</u>
10 month Employees	First thru 8 years	8
	After 8 years	12
	13 years	13
	14 years	14
	15 years	15
	16 years	16

Part-time ten month employees receive this benefit on a prorated basis.

Any employee eligible for four (4) weeks vacation will not be allowed to take four (4) weeks consecutively. Three (3) weeks may be taken at one (1) time and the fourth (4th) week may be taken at either the Christmas, winter or spring vacation periods. Ten (10) month employees will be allowed to take vacation during the last week of June.

Any employee eligible for four (4) weeks vacation may upon application to the Superintendent of Buildings and Grounds and subject to staffing, take them consecutively. This will be awarded on a first (1st) come first (1st) serve basis.

Vacation schedules will be submitted to and approved by the respective building principal and the Superintendent of Buildings and Grounds. Union members will be able to take earned vacation during winter months as long as it has been determined that an adequate staff will be available on any given shift and in any given building to maintain the necessary cleaning schedule. The determination of staffing requirements shall be at the sole discretion of the school district.

Employees will not be eligible to take vacation during their first (1st) six (6) months of service. However vacation earned during this period will be accrued and available to the employee after the six (6) month period. Employees not working the full fiscal year will have their vacation time prorated.

Employees whose services are terminated during the first six (6) months of service will not be entitled to vacation benefits.

Article XXII (cont'd)

Employees' vacation benefits will be determined by his/her employment anniversary date. Benefits are to be taken during the next school year following their anniversary date. For example, a twelve (12) month, eight (8) hour worker hired on 5 August 1981, would be eligible for three (3) weeks vacation on 1 July 1990.

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 XXIII  
RETIREMENT PLAN

1. All employees covered by this Agreement have the opportunity to join the New York State Employees' Retirement System.
2. There are now four (4) distinct groups of Retirement System members. For convenience these groups are identified as Tiers 1, 2, 3 and 4.

The following determines the Tier to which you belong:

If you last joined the Retirement System:

Before July 1, 1973, you are a Tier 1 member.

Between July 1, 1973, and July 1, 1976, you are a Tier 2 member.

Between July 1, 1976, and August 31, 1983, you are a Tier 3 member.

On or after September 1, 1983, you are a Tier 4 member.

1. Tier 1 members are covered under the Retirement and Social Security Laws, Article 2, Section 75i (improved 1/60th non-contributory plan).
- 2.2 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 XXIII (cont'd)

- 2.3 Tier 3 and 4 members are covered under Article 14 or Article 15 for their respective Tier. Members are required to make contributions per employee retirement regulations.
3. More detailed information on the various Tiers of membership may be obtained by writing to:

*New York State Employees' Retirement System  
Gov. Alfred E. Smith State Office Building  
Albany, New York 12244*

A representative of the Retirement System is also available on the second (2nd) and fourth (4th) Friday of each month at the Onondaga County Courthouse to answer any questions you may have.

4. Employees who retire under the New York State Employees' Retirement System, with ten (10) or more years of full-time service ([35] hours per week) or full-time equivalent service and who serve written notice of such intended retirement at least three (3) months prior to the date of retirement, shall receive upon retirement a one-time-only bonus as follows:

Twenty (\$20) dollars multiplied by said employee's unused sick days not in excess of one hundred (100) days.

Creditable full-time equivalent service will be applicable only for those hours worked while an employee was classified as being either on a permanent full-time or permanent part-time status. One (1) full year of full-time service will be credited for every one thousand eight hundred twenty (1,820) hours worked.

ARTICLE XXIV  
LIABILITY PROTECTION

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 any summons, complaint, process, notice, demand or plea, deliver the original or a copy of the same to such Board of Education.

ARTICLE XXV  
HEALTH INSURANCE BENEFITS

Group health insurance plan will be received by the Custodial Bargaining Unit members in the same manner as other negotiating units.

Employees working less than seventeen and one half (17 1/2) hours may receive Health Insurance coverage by paying the full cost of the Health and Major Medical Insurance premiums.

Any employee covered by this contract, who retires from the West Genesee Central School District, will receive one (1) year free health insurance for each 100 unused accumulated sick days to a maximum of two years. The coverage provided will be the type of coverage in effect the last full year before retirement. Any full-time employee may participate in the District's insurance plan by paying one hundred (100%) percent.

ARTICLE XXVI  
WORKERS' COMPENSATION

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

ARTICLE XXVII  
SENIORITY

Seniority for each employee in the non-competitive class shall be determined by the most recent date of hire in the District.

Seniority for each employee in the competitive class shall be determined by the date of the employee's permanent appointment in that classification.

In the case of layoffs, seniority rights are to be exercised according to Civil Service regulations.

ARTICLE XXVIII  
JOB CLASSIFICATIONS AND DUTIES

The following are the classifications of employees covered by this Agreement:

- Custodial Unit:
1. Custodial Worker II
  2. Custodial Worker I
  3. Custodial Helper/Laundry Worker

The specific duties of each classification shall be in accordance with the applicable provisions of the Civil Service Law.

Article XXVIII (cont'd)

The Superintendent of Schools reserves the right to determine the classifications needed by each building, both in number and Civil Service rating. The District will confer with the Union prior to any action reducing the number of bargaining unit employees.

ARTICLE XXIX  
JOB VACANCIES

All newly created positions or vacancies shall be posted for application for at least five (5) working days, with copies of said notice sent to the Union Steward and building principal. Job vacancies will be filled by Bargaining Unit Members as long as all things are equal. If a Bargaining Unit Member applies for a position and possesses the same skills and abilities as someone outside of the District, the Bargaining Unit member will be given preference.

ARTICLE XXX  
LATERAL TRANSFER

A lateral transfer shall be defined as a transfer of an individual in the same job title from one building to another building within the District on a permanent basis.

When all other factors, as determined by the District, are relatively equal, seniority will be given consideration in transferring employees.

Seniority will be defined pursuant to the provisions of Article XXVII.

If a lateral transfer is required and no unit employees request said transfer, the District reserves the right to transfer any individual to the appropriate building without regard to seniority. The District must give two (2) weeks notice before a lateral transfer.

ARTICLE XXXI  
SCHOOL CLOSINGS - SNOW DAYS - SUMMER EMPLOYMENT

School Closings - Snow Days

When school is closed one of two plans will be put into effect:

Plan A - School will be closed for everyone without loss of pay.

Plan B - Everyone will report to work. Failure to report could result in loss of pay.

Article XXXI (cont'd)

When Plan A is in effect an employee required to work on a snow day shall be given one hundred (100%) percent more pay for the time worked than their normal pay. When no plan is announced Plan B is in effect.

Summer Employment

In the event the District employs temporary help during the summer months no more than two (2) ten (10) month employees from the custodial bargaining unit will be hired. The two (2) employees will be hired in the first (1st) year on a seniority basis and will continue in employment as long as the District employs temporary summer help. Vacancies will be replaced on a seniority basis.

Individuals employed during the summer months will receive their contract wage per hour, but will not accrue any other benefits.

ARTICLE XXXII  
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.

## Article XXXII (cont'd)

### 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.

## 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.

- a) The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
- 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 Custodial Association.

## 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 XXXIII  
WAGES

For the 2004-05, 2005-06, and 2006-07 school years, all returning permanent bargaining unit members shall have their prior year's base salary adjusted by 4% (four percent).

For the 2004-05, 2005-06, and 2006-07 school years, all returning probationary bargaining unit members shall have their prior year's base salary adjusted by 3% (three percent).

Starting Salaries will be:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Custodial Worker	\$11.67/Hr.	\$11.90/Hr.	\$12.14/Hr.
Custodial Helper	\$10.70/Hr.	\$10.91/Hr.	\$11.13/Hr.

Second and Third Shifts: The employee designated as "lead" custodial worker will receive fifty (\$.50) cents an hour in 2004-05, sixty (\$.60) cents an hour in 2005-06, and seventy-five (\$.75) cents an hour in 2006-07 over and above their regular hourly rate.

ARTICLE XXXIV  
UNIFORMS

Full-time employees will be reimbursed a maximum of seventy-five (\$75.00) dollars per year toward the purchase of work shoes. If employee leaves within the first six (6) months of their employment, the employee(s) will be responsible to repay the District the amount of their shoe reimbursement.

All employees will be required to wear a uniform provided by the District.

In the employee's first year of employment, the District will provide five (5) pants and ten (10) tops (shirts or smocks).

In the employee's subsequent years of employment, the District will provide a maximum of three hundred (\$300) dollars for the purchase of five (5) tops or bottoms, one (1) pair of work shoes and other items with the approval of the Superintendent of Buildings and Grounds.

Employees will not be required to wear uniforms during the months of July and August.



ARTICLE XXXV  
TEMPORARY TRANSFERS

Any person working out of their classification area assuming more responsibility will receive an additional ratio of pay at the rate of one (\$1.00) dollar per hour while in this position. The hourly rate will not exceed the rate of pay of the permanent employee, while in this position.

ARTICLE XXXVI  
SUBSTITUTES

The District will maintain an appropriate substitute call list.

ARTICLE XXXVII  
LONGEVITY

Custodial unit personnel having the appropriate amount of full-time service (thirty five [35] hours per week) or full-time equivalent service shall receive a longevity increment per the following schedule:

<u>Years Of Service</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
10	\$130	\$135	\$140
15	\$155 additional	\$160 additional	\$165 additional
20	\$180 additional	\$185 additional	\$190 additional
25	\$205 additional	\$210 additional	\$215 additional

The longevity increment will be paid on a fiscal year basis beginning in the school fiscal year (July 1) succeeding the year in which the appropriate number of years of service have been completed in the District. Payment will be made in one payment on the first pay in September in a separate check.

Creditable full-time equivalent service will be applicable only for those hours worked while an employee was classified as being either of a permanent full-time or permanent part-time status. One (1) year of full-time service will be credited for every one thousand eight hundred twenty (1,820) hours worked.

ARTICLE XXXVIII  
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 Director of Transportation 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.

ARTICLE XXXIX  
EXCLUSIVITY OF AGREEMENT

The District agrees that this Agreement constitutes the sole instrument for establishment of wages, hours of work and other terms and conditions of employment for employee in the bargaining unit and therefore will not negotiate directly or individually with any employee or employees covered by this Agreement. No employee shall make any verbal or written agreement that will conflict with the provisions of this Agreement. This Article shall not, however, preclude the District from providing additional benefits for its employees providing such improvements are negotiated through the Union.

ARTICLE XL  
VISITATION

The Union, through its representatives, may visit the District's buildings with the permission of the building principal (It is implied there will be no interference with employees engaged in the performance of their duties).

ARTICLE XLI  
STATUTORY CLAUSE

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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIII  
DURATION

This Agreement shall become effective on July 1, 2004 and shall remain in full force and effect until and including June 30, 2007. Negotiations for the succeeding contract shall commence at least ninety (90) days prior to the expiration of this Agreement or no later than April 1, 2007.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized representatives on 27<sup>th</sup> day of September, 2004.

**WEST GENESEE CENTRAL SCHOOL**

**WEST GENESEE CUSTODIAL UNIT**

*Rudolph C. Bullock*      9/27/04  
Superintendent of Schools      Date

*Jeremy Davis*      9/29/04  
President, Local 200 United, SEIU      Date



