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Union: **Batavia Custodial Association**

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NEGOTIATIONS AGREEMENT

BETWEEN

THE BATAVIA BOARD OF EDUCATION

AND

THE BATAVIA CUSTODIAL ASSOCIATION

2008-2011

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ARTICLE 1 PREAMBLE

This Agreement is effective July 1, 2008 - June 30, 2011. The Batavia City Schools and the Batavia Custodial Association have met for the purposes of negotiating pursuant to Article 14 of Civil Service Law and have voluntarily reached agreement.

ARTICLE 2 RECOGNITION

The Batavia Board of Education recognizes the Batavia Custodial Association as the exclusive bargaining representative for full-time employees including: Head Custodian, Head Custodian Worker, Building Maintenance Mechanic, Building Maintenance Man, Custodian, Senior Custodial Worker, Custodial Worker, Groundskeeper, excluding but not limited to all per diem substitutes, managerial and confidential employees.

ARTICLE 3 LEGISLATIVE ACTION

Whereas, 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 approval.

ARTICLE 4 MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law and the provisions of the Agreement.

INVOLUNTARY TRANSFERS – The District shall give the President of the Association at least seven (7) days prior notice, when feasible, that a permanent involuntary transfer is going to take place. The District shall then schedule a conference with the custodial employee, the President of the Association, and the Supervisor of Buildings and Grounds, at which time reasons for the transfer must be outlined and given in writing. A summary of this conference must be placed in the custodial employee's personnel file.

ARTICLE 5 SALARY

Salary for each unit member shall increase as follows:

2008-2009	4.0%
2009-2010	4.0%
2010-2011	4.0%

Effective July 1, 2008 any member of the Batavia Custodial Association receiving a promotional position (change to a higher salary schedule) shall receive an additional \$1.00 per hour increase at the time of the promotion. In subsequent years this amount shall be increased by the Salary percent settlement agreed to by the Batavia City School District and the Batavia Custodial Association.

A lump sum longevity payment will be made on the employees' anniversary date in a separate check for 2008/09, 2009/10 and 2010/11 as follows:

After 11 years of continuous service:	\$450.00
After 15 years of continuous service:	\$450.00, Additional
After 20 years of continuous service:	\$450.00, Additional
After 25 years of continuous service:	\$450.00, Additional
After 30 years of continuous service:	\$450.00, Additional

ARTICLE 6 DEFINITION OF FULL-TIME AND PART-TIME

Full-time employees of the Association shall be defined as those employees who have been appointed on a full-time basis and who work 4 hours or more per day. Only full-time employees receive all benefits.

Part-time employees shall be defined as those employees who have been appointed on a part-time basis and who work less than four (4) hours per day. Part-time employees shall only receive the following fringe benefits:

1. Access to Health Insurance coverage paid by the employee. Coverage must be approved by the Business Administrator on a hardship basis.
2. Sick Leave - one (1) unit per month, current sick leave only, accumulative.
3. Payment of salary will be made on the basis of actual days and/or hours worked.

ARTICLE 7 RETIREMENT

The Board of Education will offer a retirement plan. Currently that plan is 75I, for Tier I and Tier II members. Tier III members, Plan A14 for members who joined during the period July 27, 1976 through August 31, 1983, and Tier IV members, Plan A 15 for members who last joined the system on or after September 1, 1983 must contribute 3% of their annual salary toward their retirement benefits. Upon retirement, employees with at least ten (10) years of continuous service in the Batavia School System may use the cash value of their accumulated sick leave to pay their health insurance premiums.

ARTICLE 8 HOLIDAYS

The paid holiday schedule for 2008-09, 2009-10 and 2010-11 will include 14 days. The specific days will be worked out between the Board of Education, Business Administrator and the Negotiating Team.

If a member (s) of the Association works on a scheduled holiday, said member (s) shall be compensated at two times their regular hourly rate of pay.

ARTICLE 9 VACATION

Effective July 1, 2008, vacations will be granted to regular 12-month employees who are scheduled to work a minimum of 30 hours per week.

A. DISTRICT'S FISCAL YEAR:

Vacation benefits are allotted on the basis of the district's fiscal year. The District's current fiscal year begins on July 1 and ends June 30.

B. EMPLOYEES IN THEIR FIRST FISCAL YEAR:

1. An employee who begins work before January 1 will be considered in his or her second fiscal year of employment on July 1 of the next year. An employee who begins work on or after January 1 will be considered in his or her second fiscal year of employment upon the completion of an entire, continuous fiscal year of employment.
2. Employees will accrue vacation time according to the chart shown under paragraph "D" below. The employee accrues vacation time during the first month of employment with the district only if he or she starts work before the fifteenth day of that month.

C. USE OF VACATION:

The amount of vacation available for use in one year is determined by the amount of vacation that accrued in the prior year. However, vacation may be used in the first fiscal

year of employment (as defined above) after six months of employment with the District. Vacation used in the first fiscal year will be deducted from the amount otherwise available for use in the second fiscal year.

D. AMOUNT OF VACATION:

Vacation eligible employees who have been employed by the District continuously will accrue vacation time in accordance with the following:

FISCAL YEAR OF EMPLOYMENT	VACATION TIME ACCRUED (FOR USE IN THE NEXT FISCAL YEAR)
First	.84 days per month
Second through and including fourth	2 weeks
Fifth	3 weeks
Sixth and thereafter	One additional day for each year after the 5th fiscal year to a maximum of 20 vacation days.

In addition to the above, after 15 years employment with the District, employees may take an additional 3 days vacation per year if the employee has 90 or more days of accumulated sick days at the time that the additional days are to be used. When these additional vacation days are used, the employee's sick day accumulation will be reduced accordingly.

E. LEAVE OF ABSENCE:

The accrual of vacation during any extended absence (including Workers' Compensation leave) or any other time during which the employee goes off payroll shall be determined according to the practices in place under the predecessor agreement(s). Extended absences subsequent to hire, however, will not affect the employee's particular fiscal year of employment for purposes of determining the amount of vacation accrual.

F. VACATION CARRYOVER:

Vacation eligible employees may carry over up to 5 vacation days from one year to the next. These days may only be used upon the approval and at the sole discretion of the Business Administrator. Such requests must be in writing with the recommendation from the Superintendent of Buildings and Grounds.

ARTICLE 10 HEALTH INSURANCE

The District shall provide medical and prescription drug coverage as provided by the Genesee Area Health Care Program. (GAHP PPO and GAHP PPOD2).

Employee Contribution

Hours per day

7 hours or more	10%
6 hours but less than 7	15%
5 hours but less than 6	20%
4 hours but less than 5	25%

No association member will have his or her percentage contribution to health insurance increased according to the above chart if the District imposes an involuntary reduction in the hours worked per day.

The District 105H Medical Savings Account for each unit member in accordance with and subject to the requirements of the Internal Revenue Code and its implementing regulations is as follows: \$475.00 annually. This amount will be reduced in accordance to the percentages outlined above for Employee Contributions for Health Insurance.

The District's contribution to the 105H Medical Savings Account shall be prorated if a unit member is appointed after the start of a new school year or is approved to take an unpaid leave of absence.

If a member leaves employment the balance of the 105H funds will be available to the member as outlined in the plan document.

ARTICLE 11 FLEXIBLE SPENDING PLAN

At the written request of an Association Member, the District shall deduct payments to the Flexible Spending (IRC 125) Plan. Authorization must be submitted to the District's Business Office on the appropriate form designed for this purpose.

The District agrees to make the appropriate payroll deduction within two (2) pay periods of filing the proper form.

The amount deducted shall be sent to the Third Party Administrator.

ARTICLE 12 SICK LEAVE

1. Sick Leave - Employees shall be entitled to a sick leave accumulation at the rate of one (1) unit per month of employment. The "Unit" shall be the schedule of daily hours to which each employee is assigned. This sick leave shall be twelve (12) units for 12-month employees. Total maximum accumulation shall be 220 days. As an employee changes schedule of daily hours an adjustment will be made in the total units accumulated. Five (5) units of sick leave will be credited to the custodial employee on the effective date of appointment and are considered to be the allotment for the first five (5) months of employment. Accumulated sick leave may be used for sickness in the immediate family or household, with not more than five (5) days being used for such purpose in any school year. An increase of three (3) days in sick leave for employee upon completion of ten (10) years of service for the 11th year only.
2. "Immediate family" means wife, husband, parent, brother, sister, child, grandparent, and grandchild.
3. "Household" includes person(s) who reside permanently with employee.
4. The term "sickness" includes pregnancy only in cases where the husband is where, in the absence of the husband (e.g., military service), the mother-to-be is residing permanently with employee.
5. Extended sick leave reserve of 30 days for major illnesses to be used by those employees who have exhausted their sick leave. Approval of these days shall be made by the Business Administrator, the President of the Association and a member of the Negotiating Team.
6. Approval of the Business Administrator is required for all claims for salary payment for days absent. Claims must be submitted to the Business Administrator in writing on the form provided. All claims for personal illness must be accompanied by a doctor's certificate if more than three (3) days are claimed at one time.

ARTICLE 13 PERSONAL DAY

Employees may use two (2) personal days per year at no loss of pay and not deducted from sick leave. Personal days may not be used for vacation purposes nor to extend a holiday recess or vacation period. They require the recommendation of the principal and must be approved in advance by the Business Administrator. The reason stated on the Personal Day form can be as legal, medical, or personal. Forms will be provided for these requests by the Business Office. If Personal Days are not used, they are to be added to the accumulated sick leave up to the sick leave maximum of 220 days.

A bank of days - A total of five (5) days will be available. Approval of these days shall be made by the Business Administrator and the President of the Association.

ARTICLE 14 BEREAVEMENT

Bereavement - for each death in the immediate family (wife, husband, child, parent, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, brother-in-law or sister-in-law) or the last close relative for whom the staff member is responsible for making funeral arrangements, a total of three (3) days, not subject to sick leave deduction will be allowed. Approval of the Business Administrator is required for all claims. Claims must be submitted to the Business Administrator in writing on the form provided.

ARTICLE 15 EMERGENCY RELATED CLOSINGS

School days officially closed as a result of weather related emergencies will be paid to members of the Custodial Association if scheduled to come and work on that day. A maximum of five (5) such days will be allowed.

The services of some members of the Association are essential even on emergency days. Therefore, the District may at its sole discretion designate particular employees by name or position which will be required to work on emergency days provided that such designated employees may legally travel. The District may make the designation of such employees in advance of an anticipated emergency day or at any time on the date of one. Any employee required by the District to work on an emergency day will earn time and a half.

ARTICLE 16 CHILD REARING LEAVE

1. An employee on a permanent appointment or on a probationary status is eligible for child rearing leave without pay.
2. A written request for child rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave. In order to afford the District the greatest opportunity to retain a qualified substitute.
3. The request for child rearing leave shall include the date when the employee wishes to commence leave and the date when the employee anticipates returning to his/her duties.
4. The employee shall write the Business Administrator at least two (2) months before the expiration of the requested leave, advising the Business Administrator of the employee plans. Unless an extension is requested and granted, the employee member shall either

return to service at the expiration of the leave, or the Board shall terminate the staff member's services.

5. If an employee wishes to terminate a child rearing leave prior to the termination date originally requested by the employee, application may be made to the Business Administrator. If there is an available position and if the Business Administrator determines that it is in the best interest of the District's to permit the early termination, the employee may be permitted to return to employment in the District at a mutually agreeable time.
6. A child rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.
7. A child rearing leave shall be available only during the pregnancy or during the period immediately following the birth to or adoption by an employee of a child.
8. If an employee commences a child rearing leave prior to the time she becomes disabled due to pregnancy and/or child birth, said employee shall not be entitled to use her sick leave benefits for the period of physical disability. If the clerical employee continues to work until she becomes disabled due to pregnancy and/or birth, in addition to the sick leave benefits for physical disability, she is eligible for this child rearing leave to commence after her physical disability has ceased.

ARTICLE 17 OVERTIME

All authorized work performed in excess of forty (40) hours in a scheduled work week will be paid at the rate of time-and one-half.

In the event of a fire or police emergency in a building, the person in charge of the building shall be paid time and one-half (minimum of 2 hours). In order for any other custodian to qualify for Emergency Call-In pay, the person (s) must have been called to work by the Superintendent of Buildings and Grounds or his designee.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this Article is to provide the sole method for the settlement of grievances as deemed herein. Such grievances shall be settled in accordance with the procedure set forth below.

Section 2 Definitions

- 2.1 "Grievance" is defined as a complaint by a member of the Unit that there exists an alleged violation or misinterpretation of this Agreement.
- 2.2 The "Supervisory Officer" shall mean the immediate superior responsible for the area in which the grievance has arisen.
- 2.3 The "Chief Executive Officer" is the District Superintendent or designee.
- 2.4 "Grievance Committee" shall mean the committee designated by the Association.
- 2.5 "School Business Days" are deemed as days when central administration offices are open for business.

Section 3 Basic Principles

- 3.1 A member shall have the right to be represented, or not to be represented, by the Grievance Committee. If the grievant chooses to be represented, he/she must be represented by the Association. At step 4 and step 5, the employee must be represented by the Association.
- 3.2 All grievances shall include the name and position of the aggrieved party, the Article and Section of the Agreement which have allegedly been violated or misinterpreted, the time and the place of the alleged events or conditions upon which the grievance is based, the identity of the party responsible for causing said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3 All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.4 Nothing contained herein will be construed as limiting the right of any member to discuss the matter informally with any appropriate member of the Administration and informally adjust the grievance, provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views of the grievance.

Section 4 Time Limits

- 4.1 An alleged grievance shall be deemed waived unless presented at the first available step within five (5) school business days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 4.2 A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the

time that would have been allotted had the decision been communicated by the final day.

- 4.3 A grievance shall be considered settled on the basis of the last answer rendered, unless appealed to the next step in these procedures within the time limit specified.

Section 5 Procedures

Step 1 - Supervisory Officer - Informal

A member having a grievance will discuss it with his/her Supervisory Officer with the objective of resolving the matter informally. The Supervisory Officer, after investigating the facts relating to the grievance, shall render his decision verbally within ten (10) school business days of the informal discussion with the member.

Step 2 - Supervisory Officer - Written

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisory Officer. Within ten (10) school business days after the written grievance is presented to him, the Supervisory Officer shall render a decision thereon, in writing, to the member, with a copy to the Association Grievance Committee.

Step 3 - Chief Executive Officer

If the member and the Grievance Committee are not satisfied with the written decision of Step 1, a written appeal of said decision may be filed within ten (10) school business days after the issuance of the Step 1 decision. Copies of the grievance and the written decision shall be submitted with the appeal.

Within ten (10) school business days of receipt of the appeal, the Chief Executive Officer shall establish the time for a hearing of the grievance. Such hearing shall take place no later than fifteen (15) school business days after the receipt of the appeal

The Chief Executive Officer shall render his decision within twenty (20) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved member and the Grievance Committee.

Step 4 - Board of Education

If the member and the Grievance Committee are not satisfied with the decision rendered at step 2, a written request for a hearing may be filed with the Board within ten (10) school business days after receipt of the Chief Executive Officer's answer. The Chief Executive Officer shall submit all written documents pertaining to the grievance to the Board.

The Board shall notify all parties of the time and place when a hearing, in executive session, shall be held. When reasonably possible, the hearing will take place at the next regular meeting of the Board of Education.

The Board shall render its decision within twenty (20) school business days after the hearing. Such decisions shall be in writing and shall be submitted to the aggrieved member and the Grievance Committee.

Step 5 - Binding Arbitration

If the Board of Education's answer is not satisfactory or acceptable, the employee and his representative may, within ten (10) days after the answer is rendered or due, request that the matter be submitted to an impartial arbitrator selected by the American Arbitration Association. The arbitrator shall be requested to render his decision within thirty (30) days of receipt of the grievance and shall limit his decision to the application and interpretation of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.

The cost of the arbitration shall be equally borne by both the District and the Association.

ARTICLE 19 **DUES DEDUCTION**

A dues "check off" through payroll deduction will be provided for the members of the Association.

ARTICLE 20 **POSTING OF NOTICES**

Custodial Staff shall be notified of all openings within the school system so that they may apply first and receive fair consideration, if they wish to transfer to another office and/or position. This notification will be provided to the Association president and by a posting in the Business Office.

ARTICLE 21 **SENIORITY**

Seniority shall be defined as the length of service in Custodial Department. Layoff shall be in inverse order of seniority. Recall shall be in order of seniority.

ARTICLE 22 TUITION PAYMENT

The Board of Education wishes to improve the employees' trades and skills. It will pay for courses of study for employees of the Association. Such courses of study must be approved by the Business Administrator to qualify for payment. The total amount shall not exceed \$1,200 for the year. Such requests should be submitted in July and August for a September decision.

ARTICLE 23 EVALUATION PROCEDURE

It is the interest of the District and the Batavia Custodial Association to have a professional and efficient work force. Therefore the District and the Association have agreed to a formal evaluation process and form that is included in Appendix A (attached)

ARTICLE 24 COMPLETE AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

ARTICLE 25 SAVINGS CLAUSE


If any provisions of this Agreement or application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 26 DURATION

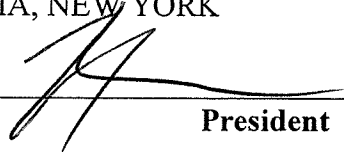
This agreement shall become effective July 1, 2008, and shall continue in full force and effect through June 30, 2011 but it shall be automatically renewed from year to year thereafter unless modified or terminated by either party giving to the other party, not later than February 1, prior to the next termination date, written proposals for modifications or termination of this agreement. Except as herein modified, the terms and conditions of employment existing prior to the effective date of this agreement shall continue to govern the relationship between the Board of Education and the employees in the Association.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year first above written.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATAVIA, NEW YORK

BY:  DATE: 6/3/08
President

CUSTODIAL ASSOCIATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF BATAVIA, NEW YORK

BY:  DATE: 6/5/08
President

BATAVIA CITY SCHOOL DISTRICT

SALARY SCHEDULE "A"
FOR 2008-2009, 2009-2010 and 2010-2011

Beginning Salaries:

	07/08	08/09	09/10	10/11
Head Custodial Worker, Head Custodian	\$15.47	\$16.01	\$16.57	\$17.15
Building Maintenance Man, Custodian, Senior Custodial Worker	\$12.86	\$13.31	\$13.78	\$14.26
Building Maintenance Mechanic	\$14.91	\$15.43	\$15.97	\$16.53
Custodial Worker, Groundskeeper	\$11.43	\$11.83	\$12.24	\$12.67

After placement when initially hired employee will receive a 4% raise each year of this agreement.

OUT-OF-TITLE ASSIGNMENTS

If an employee is assigned to another job classification at a higher rate of pay, after working 45 days in this classification the employee shall be paid at the higher rate of pay. The rate is to be established by the Business Administrator.

Batavia City School District

**Custodial Staff
Evaluation Form**

Purpose: An evaluation is to provide a competent workforce. Through communication, employees and the District will have a better understanding of their roles and expectations. An under-performing employee will be given the assistance to improve through an action plan and training.

Process: Probationary Employee
At 3 months
At 6 months

Permanent Employee
1 per year

Evaluator: Superintendent of Buildings and Grounds

Post-Conference
Action plan to bring substandard performance up to standard.

Batavia City School District
**Custodial Staff
 Evaluation Form**

Name of Employee

Building

Period Covered

Probationary

Permanent

1. ABILITY TO LEARN

- Grasps new ideas quickly
- Requires minimal instruction
- Requires repeated instruction

7. INITIATIVE

- Very resourceful
- Usually resourceful
- Waits to be shown

2. ATTENDANCE

- Seldom absent
- Frequently absent
- Note any extended illness on reverse side

8. PUNCTUALITY

- Always on time
- Usually prompt
- Frequently late

3. APPEARANCE (Dress appropriate for job)

- Meets expectations consistently
- Meets expectations most of the time
- Needs improvement

9. QUANTITY (Actual output of work in Relations to job requirement)

- Deficient
- Meets requirements

4. ATTITUDE

- Willing to accept constructive criticism
- Does not always accept constructive criticism
- Resents any supervision

10. EFFICIENCY

- Meets deadlines without supervision.
- Usually meets deadlines
- Requires constant supervision

5. COOPERATION

- Always a good team worker
- Usually a good team worker
- Shows reluctance to cooperate

11. RAPPORT

- Respected by staff, students, and/or parents.
- Has difficulty establishing rapport with staff, students, and/or parents.
- Not respected by staff, students, and/or parents.

6. DEPENDABILITY

- Very reliable
- Usually resourceful
- Waits to be shown

Batavia City School District

**Custodial Staff
Evaluation Form**

Evaluator comments and suggestions for improvement for any factor indicated as unsatisfactory:

Summary: For the rating period noted above, this employee's performance is:
Unsatisfactory Needs Improvement Satisfactory

Note: The supervisor should review evaluation with employee and have it signed. Give employee copy and send original to Personnel for file. Attach additional sheet if necessary.

Staff Comments:

Staff Signature:

Date:

Evaluator's
Signature:

Date:

(This form will be retained in your personnel file.)

A staff's signature does not necessarily mean agreement with any or all of the evaluation, but simply that there has been an opportunity to review and/or discuss the evaluation. If there are disagreements, supplementary data may be inserted by the staff.