

AGREEMENT

by and between

HAMBURG CENTRAL SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 200United

July 1, 2023 – June 30, 2026

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ARTICLE 1 – RECOGNITION

The Hamburg Central School District recognizes that a community of interest exists among the following full-time and part-time contract employees, seeking recognition as Service Employees International Union, Local 200 United:

Head Custodians	Cleaners
Senior Custodians	Laborers
Custodians	Laundry Workers
Grounds Crew Chief	Offset Machine Operator
Grounds Workers	Painter
Maintenance Mechanics	Motor Equipment Operator

The Service Employees International Union, Local 200 United ("Union") is hereby recognized by the Hamburg Central School District ("Employer"), Erie County, State of New York, as the exclusive and unchallenged representative of the regularly appointed employees listed above commencing with the execution of this Agreement and terminating seven (7) months prior to the date of expiration of a written contract (effective July 1, 1996 or thereafter) between the Hamburg Central School District and said employee organization determining terms and conditions of employment.

ARTICLE 2 – PRINCIPLES

Section 1. Rights of Minorities and Individuals.

Neither the Employer nor the Union shall discriminate for or against any employee covered under this Agreement on account of race, sex, color, religious creed, political affiliation, national origin, or Union membership or activities.

Section 2. Management Responsibility.

The Union recognizes that the Board of Education of Hamburg Central School District is the legally elected governing body responsible for the determination of policies covering all aspects of the Employer. The Board of Education must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything which is not specifically covered in this Agreement remains the exclusive right of the Employer.

ARTICLE 3 – UNION ACTIVITIES

Section 1. Bulletin Boards.

The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting the following:

- A. Notices of Union recreation and social affairs
- B. Notices of Union elections
- C. Notices of Union appointments and reports of Union election results
- D. Notices of Union meetings

There shall be no other general distribution, or posting by employees of pamphlets, advertising or political matter, and notices of any other kind of literature upon school district property other than as herein provided. The employer has the right to inspect and approve all material which the Union proposes to post.

Section 2. Union Representation Visits.

Duly authorized representatives of the Union shall be permitted to visit the buildings of the employer during regular business hours providing prior notification is made to the Building Principal. Such visits, however, shall not interfere with or delay the employees in the performance of their duties.

Section 3. Exchange of Lists.

The Employer shall furnish the Union with a list of all supervisory personnel pertinent to the employees covered under this contract, and the Union shall likewise furnish the Employer a list of its representatives, officers and job stewards with any changes as they occur.

Section 4. Copies of Agreement.

The Union will make available to all employees in the bargaining unit and those entering thereafter within a reasonable period of time following the execution thereof, a copy of this Agreement.

Section 5. Job Stewards.

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.

- A. Investigation and presentation of grievances in accordance with the provisions of this agreement.
- B. The transmission of routine messages and information which shall originate with, and are authorized by, the Local Union or its officers provides such messages and information does not involve work stoppages, slowdowns or any other inference with the Employer's business.

The Employer shall not pay any employee for time spent on Union business.

Section 6. Union Membership.

The District agrees to furnish the Union with the names of newly hired Employees, classifications of work, dates of hire, and names of terminated Employees (including those Employees transferred out of the bargaining unit), together with their dates of termination.

ARTICLE 4 – PAYROLL AND DUES DEDUCTION

Section 1.

The following are approved payroll deductions:

Income Taxes	Credit Union
Social Security	United Way Fund
Garnishee	Hamburg Maintenance Scholarship Fund
Union Dues	Vote COPE
Retirement	Dental
Retirement Loans & Arrears	Health Coverage
TSA	"Flex"
Tuition Payments	

Section 2. Union Dues Deduction.

The Employer agrees to permit payroll deduction of membership fees to the Union, subject to the following conditions:

- A. The Union is responsible for a letter of transmittal to the employer certifying the rate of its initial membership dues. In the event of any change of rate of its membership dues during the life of this contract, a new letter of transmittal shall be sent to the employer at least thirty (30) days prior to the effective date of such coverage.
- B. New employees shall have the right to dues deduction thirty (30) days after the date of hire.
- C. The employee shall have the right to form, join and participate in, or to refrain from forming, joining or participating in, any employee organization of their own choosing.
- D. The Union assumes all responsibility for preparation, printing and processing of the payroll deduction authorization form, and shall provide to the District an appropriate written authorization signed by each employee in order to permit the District to deduct Union dues.
- E. Authorized deductions shall be in equal payments, a maximum of twenty-two (22), commencing with the first regular pay period in September.
- F. Authorized deductions will be mailed to the Union within five (5) days of the time deductions are made.
- G. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Union dues under this Article.

Section 3.

The District shall establish/maintain a direct deposit arrangement for all employee payroll deposits for any bank or credit union that is licensed to do business in New York State and that is able to accept electronic fund transfers from the District's primary payroll depository. All bargaining unit members shall be required to use direct deposit for all payroll payments.

Section 4.

Upon successful completion of the six month probationary period, the District agrees to reimburse, in full, the fingerprinting cost to the Employee.

ARTICLES 5 – ABSENCES AND LEAVES

Section 1. Maternity – Child Care Leave.

- A. An employee shall be entitled to a child care leave of absence without pay or benefits for a period of ten (10) months. An employee shall notify the Superintendent/Designee in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Superintendent/Designee two (2) months prior to the date the leave expires.
- B. A child care leave may be terminated by mutual consent of the Employer and Employee in extenuating circumstances, such as miscarriage or non-survival of the child.
- C. If an employee adopts a child, the employee may take a leave without pay or benefits (time to be the same as above)

Section 2. Illness and Bereavement Leave.

A. Personal Illness

Following appointment to the staff as a full-time or part-time contract employee, sick leave at full salary shall be granted to the employee pursuant to the following schedule:

- 1. Upon employment, an employee after thirty (30) calendar days shall receive sick leave prorated to June 30.
- 2. Effective July 1 of each contract year the employee will receive fifteen (15) days of sick leave cumulative to a total of two hundred forty (240) days.
- 3. Upon a reasonable request from the Superintendent/Designee, reasons will be stated on the absence form for the day or days absent.
- 4. The employer reserves the right to require a certificate from the school physician indicating the employee's fitness to work. The District will pay for the cost of each physical it requires, when done by a school physician.
- 5. An accounting of accumulated sick leave will be given to each employee at the beginning of each school year.
- 6. An employee shall have the right to use a maximum of ten (10) days of his/her sick leave time in any one (1) year in case of serious illness of his/her immediate family. (Immediate family is defined to include only wife, husband, children, parents, sister, brother, step child, and domestic partner).
- 7. After eight (8) sick days are used in a school year the District may require an employee to provide a doctor's verification of the illness for each absence thereafter. In addition, if at any time three (3) consecutive sick days are used, the District may require an employee to provide a doctor's verification. A doctor's verification shall be required in the event that an employee requests sick leave on a day immediately preceding or following a holiday or vacation.
- 8. Sick Leave Bank: Full-time employees will be eligible to participate in the sick leave bank if, on July 1 of the school year, they have:
 - a. Twenty (20) or more days of accumulated sick leave, or less than twenty (20) days of accumulated leave, but have three (3) or more years of service in the District, and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.
 - b. An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. Employees hired subsequent to the ratification of this agreement will be eligible to join within a sixty (60) day period from their date of eligibility. The sick leave bank will be administered by the Superintendent/Designee and a union representative according to the following regulations:

- i. Each participating employee will contribute two (2) days of accumulated personal sick leave on an irrevocable basis in July of each year unless the total number of days in the bank is one hundred sixty-five (165) or more on July 1. If there are one hundred sixty-five (165) or more days, current members may remain in the bank without contributing days and new members may join by contributing two (2) days of accumulated personal sick leave.
 - ii. An employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a primary physician. A primary physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application for sick leave.
 - iii. A participant of the sick leave bank may apply for up to thirty (30) days of leave per year. The Superintendent/Designee and the designated union representative shall decide the number of days up to thirty (30) per year that any one (1) employee may be eligible to use. The decision shall not be open to the grievance procedure. The employer reserves the right to require a medical certificate indicating the employee's fitness to resume work. Upon application, the employee must choose to select one of the following options:
 - ☐ I choose to keep days of my vacation time (up to a maximum of five (5)) prior to entering the sick bank and realize therefore, I will have a waiting period equal to the number of days I have chosen (up to a maximum of five (5) Deduct Days.)
 - ☐ I choose to use **all** of my vacation time prior to entering the sick bank and realize therefore, I will have a one (1) day waiting period of one (1) Deduct Day.
 - iv. An extension of up to thirty (30) days will be decided upon the employee's reapplication and the mutual agreement of the Superintendent/Designee and designated union representative. In order for an employee to receive an extension on their sick leave (up to thirty (30) days), all remaining vacation days must be used.
 - v. Any sick bank extension(s) granted beyond the initial 30 days, must be paid back by deduction from the employee's available sick leave to the sick bank at a rate of five (5) days per year for each extension granted (e.g. a thirty (30) day extension to be paid back at 5 days + 2 per year (if necessary) for the next 6 years). If the amount owed is equal to or greater than 55 days ten (10) days shall be paid back annually. Extension days only, are to be returned to the sick bank.
 - vi. Approval for use of the sick bank may depend upon frequency of use, the total number of days borrowed, number of years of participation in the sick bank and the availability of days.
- B. Extended Illness – An employee whose personal illness (verified by the school physician) extends beyond his/her unused sick time shall be granted a leave of absence without pay and/or benefits for a period up to six (6) months by the Employer.
- C. Bereavement Leave – Bereavement leave will be granted for the first seven (7) calendar days following the death in the immediate family of a regular employee (immediate family to include only: parents, sister, brother, wife, husband, domestic partner, child, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step mother, step father, step child, step brother, step sister).
- Two (2) days of bereavement leave may be taken for the death of a grandparent-in-law. If an additional day is needed, it will be taken from the employee's accumulated sick leave. These days may be used only between the time of death and the funeral.

Three (3) days may be taken from the employee's accumulated sick leave as a bereavement day for the death of an aunt, uncle, niece, or nephew. These days may be used only between the time of death and the funeral.

Section 3. Accidents.

- A. Absence due to injury as a result of conditions of employment and verified by the school physician, or compensation physician, shall not be charged against the employee's accumulated sick leave. The employer shall pay to such employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. However, the eligibility shall be limited to employees on Step 2 or higher of the Salary Schedule. In no instance shall the Employer continue full salary beyond nine (9) months of the date on which the injury occurred. Where an employee suffers a new work-related injury and applies for benefits in accordance with this section a second time within five (5) years of the onset of the first absence, he/she shall be entitled to full salary for a period not to exceed six (6) months from the date on which the new injury occurred. This benefit shall not be available to employees for a third (or more) new injury/occurrence within five years of the onset of the first absence – such employees would be eligible for worker's compensation benefits only in accordance with applicable laws.
- B. An employee injured as a result of conditions during the performance of duty for any employer other than Hamburg Central School District shall not be eligible for benefits under this Section.
- C. If an employee is absent due to injury as a result of his/her employment with the Hamburg Central School District, the employee must have accumulated at least one (1) sick leave day in order to be paid by the District for compensation days.
- D. Termination Following Occupational Injury under Civil Service Law § 71.
 - 1. The purpose of this section is to set forth the procedures for terminating employees under Section 71 of the New York Civil Service Law. Nothing herein shall limit the District from exercising its right or discretion to terminate an employee pursuant to Section 71 of the New York State Civil Service Law.
 - 2. An employee that is unable to perform the duties of his or her position due to an occupational injury or disease as defined in the New York State Workers' Compensation Law shall be entitled to a cumulative leave of absence for one year. An employee that sustains an assault during the course of the performance of his or her duties shall be entitled to a cumulative leave of absence for two years.
 - 3. The District shall provide an employee who is absent from work due to an occupational injury or disease with three (3) notices:
 - i. Within 30 calendar days of the employee's absence due to a qualifying occupational injury or disease, the District shall notify the employee in writing of the effective date of the workers' compensation leave.
 - ii. Upon the exhaustion of the cumulative leave of absence of one year, or two years in cases of assault, or upon a finding that the employee is permanently incapable of performing the duties of the position, the District shall notify the employee of the termination of his or her employment, which shall be effective within thirty (30) calendar days of the date of the letter (hereinafter, "Second Letter").
 - iii. The District shall issue a third and final notice of termination within ten (10) calendar days after the effective date of termination.
 - 4. Within ten (10) calendar days of the date of the Second Letter, the employee may submit a written request to the District for a hearing to challenge the termination of the employee. The hearing will be limited to the following issues:
 - i. Whether the employee has been absent for a cumulative period of one year or more as a result of an occupational injury or disease, or two years in cases of assault; or
 - ii. Whether the employee is fit to return to work and perform the duties of the position.

5. At any point during the employee's leave of absence or prior to the anticipated termination date following the exhaustion of the employee's leave, the employee may apply to the District to be restored to duty if medically fit to perform the duties of the position. The District, in its discretion, may require an employee to undergo a medical examination, by a physician designated by the District.

If the examining physician finds the employee to be fit to perform the duties of the position, the employee shall be restored to duty. If the examining physician finds the employee is unfit for duty at that time or is permanently incapacitated from performing the duties of the job, the District shall notify the employee of the determination. The employee shall have the right to contest the determination at a hearing, provided that the employee submits a written request to the District for a hearing within ten (10) business days of the date of the District's determination.

6. The Assistant Superintendent or his/her designee shall serve as the Hearing Officer in all hearings under this Section.

The employee may be represented by an attorney or by a representative of the union at no expense to the District.

The Hearing Officer shall prepare a written report and recommendation to the District. Following receipt of the Hearing Officer's report and recommendation, the District shall issue a final determination, which shall be provided to the employee and his/her representative, if any.

The final determination shall not be subject to the grievance procedure set forth in Article 21 and may only be challenged, reviewed, or appealed as permitted by CPLR Article 78.

7. Within one year after the termination of the disability, an employee terminated under this section may apply for reinstatement to his or her former position in accordance with Section 71 of the New York State Civil Service Law.

Section 4. Jury Duty.

Any employee who has been called to jury duty shall notify the Maintenance Mechanic Crew Chief or designee, immediately. Such employee shall be compensated at their regular pay but shall be required to return to the District any compensation received from the court. An Employee excused from service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

Section 5. Special Leave.

- A. The Employer grants each full-time employee three (3) days of special leave, not cumulative, with pay. Effective July 1, of each contract year, any special leave days not used will be added to the employee's sick leave the following year provided that the maximum sick leave time may not exceed two hundred forty (240) days. Part-time contract employees will receive two (2) hours of special leave with pay under the same terms as full-time employees. Special Leave days may be taken in half day increments. Employee will give one (1) day advance notice when doing so.
- B. It is understood that should such leave be requested for the one day immediately preceding or following a holiday, vacation, recess period, or during September 1-15 or June 1-30, such leave must have prior approval of the Superintendent/Designee and be for one of the following reasons:

1. Funerals for Other Than Immediate Family – Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.
2. Obligation to appear in Court, such as: (Interpretation: To enable an employee to appear before a judicial body at a specified time a required.)
 - a. Liability Case
 - b. Property Settlement
 - c. Important Family Situation
3. Transportation Failure:
Interpretation: Emergency, vehicular failure caused by weather conditions or mechanical trouble which prevents the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.)
4. Special Situations Approved by the Superintendent/Designee:
Interpretation: To enable an employee to attend a graduation or wedding of the employee or an immediate family member (immediate family member is defined to include only parents, sister, brother, wife, husband, child, grandparents, grandchildren, in-laws, or step child), domestic partner, to attend to health emergencies in the immediate family, or to enable an employee to participate in an activity which in the judgment of the Superintendent/Designee will be beneficial to the Hamburg Central School District. In the event that serious interruption of work will result as a consequence of a large number of employees taking leave on any one day, the employer reserves the right for this reason to deny a request.)

Section 6. Individual leave of Absence.

An employee may request an individual leave of absence without pay and/or benefits for a special purpose. An employee desiring such a leave shall file a written statement of his/her needs with the Superintendent/Designee who shall make his/her recommendation to the Board for their action.

ARTICLE 6 – HEALTH BENEFITS

Section 1.

- A. The District has adopted a self-funded health insurance plan, i.e. the Hamburg Central School District POS/PPO Plan for Hamburg Central Schools Employees and Retirees (“the Plan”). The four-tier plan will include the following options:
 - Single
 - Family
 - Employee and Spouse/Domestic Partner
 - Employee and Child(ren)

Any employee who accepts health insurance from the District must participate with the Plan and choose one of the four-tier options. All benefits remain the same despite what tier is utilized. The District will pay 85% of the premium of all four-tier options. For part-time employees, the District will contribute a percentage of the cost of the selected option. The percentage of the District’s contribution will be determined by the part-time employee’s percentage of employment.
- B. Any employee who accepts health insurance from the District must participate with the Plan.
- C. In the event that the District no longer offers health insurance coverage through the Plan, the District’s contribution for any successor health insurance coverage shall be 85% (or the applicable percentage for part-time employees) of the lowest HMO rate offered by the District.

- D. Dental – For those employees who desire dental coverage, the Employer will contribute up to \$145.00/year for single coverage and \$490.00/year for family coverage. For part-time employees, the District will contribute a percentage of the cost of the selected option. The percentage of the District's contribution will be determined by the part-time employee's percentage of employment.
- E. The District has established a "Health Maintenance Account" under IRC§105-h for each maintenance and custodial employee. On July 1 of each year, the District will annually deposit \$250.00 into each employee's account. The plan will feature a "swipe-card" or comparable mechanism for access to the funds for allowable expenses under §105-h. The District will pay for the administrative fee and card fee for the 105-h plan.
- F. Provided that as of July 1 a minimum of three (3) current enrollees with family coverage choose to drop District Health coverage for the entire year and submit to the District written proof of alternative health insurance coverage, all employees waiving family coverage shall receive a payment in the amount of one-thousand dollars (\$1,000.00). In each successive year, at least three (3) employees must choose to waive the family coverage and submit to the District written proof of alternative health insurance coverage in order for this benefit to apply. The waiver shall not be available to employees with single coverage.

Section 2.

New employees shall be entitled to health benefits upon employment.

Section 3.

In the event any employee is laid off for a longer period of time than thirty (30) days or is sick or disabled either on disability or compensation, the employer shall have the privilege of removing him/her from all insurance benefits and hospitalization according to the following schedule:

- A. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for one (1) year or more at the time of the absence shall be removed from all insurance benefits on the first day of the month which follows forty-five (45) days of absence.
- B. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for three (3) years or more at the time of absence shall be removed from all insurance benefits on the first day of the month which follows seventy-five (75) days of absence.
- C. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for ten (10) years or more at the time of absence shall be removed from all insurance benefits on the first day of the month which follow one hundred seventy-five (175) days of absence.
- D. All regular employees who have been in the service of the Employer continuously from the most recent effective date of hire for a period of fifteen (15) years or more shall have their hospitalization, surgical and medical benefits paid for them for a period of one (1) year.

Section 4.

If requested upon retirement, the Employer will continue to enroll the employee in the District's health plan for the length of the employee's life. The employee will assume the full cost of the coverage plus a 3% charge and reimburse the District, and must immediately enroll in a Medicare plan upon first eligibility.

ARTICLE 7 – HOLIDAYS

Section 1.

Full-time and half-time employees shall be entitled to the following holidays when they fall within the employee's span of a work week:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Day before Thanksgiving	Good Friday
Thanksgiving	Memorial Day
Day after Thanksgiving	Juneteenth

Section 2.

When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 3.

Any employee on vacation, sick leave or personal leave that would otherwise be entitled to a paid holiday shall not have the holiday charged against his/her leave credit. However, an employee shall not be entitled to a paid holiday if the employee takes an unauthorized absence on the employee's regularly scheduled workday before or after the holiday. An unauthorized absence includes, for example, where the employee fails to timely request the day off, fails to obtain any required approval or pre-approval for the absence, or where the employee has no applicable paid time off remaining.

Section 4.

Should it become necessary for an employee to work on a holiday in order to meet operating requirements and maintain service, said employee shall be paid time and a half for the holiday.

ARTICLE 8 – VACATIONS

Section 1.

All full-time employees shall be entitled to receive the following vacations:

- After successful completion of six-month probationary period – 5 days
- After completion of one (1) year measured from start date – 5 days
- On each July 1st following completion of one (1) year, and prior to completing six (6) full years of service measured from start date – 10 days
- On each July 1st after completion of six (6) years – 15 days
- On each July 1st after completion of thirteen (13) years – 20 days
- On each July 1st after completion of twenty-five (25) years – 25 days

Part-time (contract) employees shall receive their vacation based upon the above schedule on a prorated basis.

Section 2.

Vacation days may be taken at any time during the year after they have been earned. A written request of at least five (5) working (excluding Saturday, Sunday and Holidays) days in advance shall be given to the Employer when requesting vacation days. The written request can be submitted as a full day or half day increment. Once vacations are approved and scheduled, they may not be changed except by mutual agreement between the Employer and the employee. Emergency requests will not be unreasonably denied. Vacation requests that are submitted from July 1 through July 30 will be determined based on seniority in the job classification. Vacation requests that are submitted outside this time frame will be determined on a first come, first serve basis. The District retains the right to deny the use of vacation time at any point during the year where District need dictates. However, at no time may more than 25% of the workforce be on vacation while students are in session unless the Superintendent of Schools or his designee gives prior approval.

Section 3.

The District will allow any SEIU employee to carry over a maximum of five (5) vacation days from one school year into the next school year. These carryover days must be used by December 31st of each year. At no time may the total number of days available to an employee exceed the number of days granted to that employee pursuant to Section 1 above, plus five (5) potential carry over days.

In addition, all employees who have accrued vacation days may elect to submit up to five (5) vacation days per year for payment at the rate of 80% of the employee's daily rate. The District shall notify employees in or around May of each year regarding this option and employees must respond in a timely fashion if they wish to do so. Payment shall be issued by the District prior to June 30th.

Section 4.

Absence covered by a Workers' Compensation or due to illness or layoffs not exceeding one hundred twenty (120) days, shall not limit or abridge the employee's right to full vacation with pay.

Section 5.

If an employee dies before taking his/her vacation, a like amount of cash will be paid to his/her beneficiary for any vacation for which the employee did not take before his/her death.

ARTICLE 9 – JOB VACANCIES

Section 1.

In the event there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of three (3) consecutive working days, excluding Saturday, Sunday, and holidays. The job vacancy will also be emailed to all employees once it has been posted. Job postings will give a basic general description of the job, plus the initial job location, the shift times, and specify temporary, permanent or contingent permanent. If a position is not going to be filled or not filled within a reasonable period of time (15 working days or less), the President of the Local Union will be notified in writing of the reasons.

Section 2.

All applicants who are members of the bargaining unit shall be informed of the successful applicant as soon as possible.

Section 3.

The District will post, as per Section 1 of this Article, for all competitive class positions to determine if any current employees who hold the job title are interested in a transfer to the posted position. If more than one employee in the job title applies through the posting process for a transfer, the selection of an employee to perform such services shall be made on the basis of their ability and performance of duty as judged by the Employer but shall be governed by seniority where equal ability and performance of duty have been demonstrated. If the vacancy is not filled through the posting process, the District will contact Erie County for all available promotional and open competitive lists. After canvassing the lists, the District must select from the top three (3) candidates willing to accept appointment. Some examples: 3 scores of 100 (choice of 3 candidates); 1 at 100, 12 at 95 (choice of 13 candidates since all 95's are tied); 1 at 100, 1 at 95, 4 at 90 (choice of 6 candidates).

If there are less than 3 candidates, the District can make an appointment from the remaining names on the list or can make a provisional appointment and call for another exam.

Section 4.

The District will post, as per Section 1 of this Article, for all non-competitive class positions to determine if any current employees who hold the job title are interested in transferring to the posted position. If more than one employee in the job title applies through the posting process for a transfer, the selection of an employee to perform such services shall be made on the basis of their ability and performance of duty as judged by the Employer but shall be governed by seniority where equal ability and performance of duty have been demonstrated. Promotions to positions shall be made on the basis of ability and performance of duty as judged by the District. In cases of equal ability and performance of duty, seniority will be a consideration in making the selection. Provided, however, that any transfer or promotion to a vacant Laborer A position shall be determined by the Maintenance Mechanic Crew Chief, in his/her sole discretion, based on the employee's demonstrated knowledge and ability, general work performance, and the Maintenance Mechanic Crew Chief's assessment of the employee's ability to perform the tasks set forth in the job description; seniority shall not be a required consideration.

Section 5.

In the event a noncompetitive employee through accepting a promotion to another noncompetitive or competitive position shall through the terms of the agreement suffer a loss of wages the contract year following his or her promotion; the Employer and the Union agree that no employee shall sustain a loss in pay (during the second contract year of promotion) but shall be paid at the applicable rate in either the current position or the position the employee has vacated the prior year, whichever is greater, until such time as the promotional rate of pay will meet or exceed the rate of pay for the position vacated.

Section 6.

The District will attempt to have at least two (2) designated union representatives, including one building member if pertinent and available, to serve on all appropriate interview committees, as determined by the District.

ARTICLE 10 – WORK WEEK

Section 1.

The normal work week for full-time employees will consist of five (5) consecutive eight (8) hour days. The work week shall start Sunday at midnight and shall end the following Sunday midnight. When the custodial staff is required to work on Saturdays or Sundays, such work will be at the rate of time and a half for time worked. In the event grounds workers are scheduled to work on Saturdays or Sundays, such work will be at the rate of time and a half for time worked. When a grounds worker, general mechanic or motor operator is called to work between the hours of 12:01 a.m. and 8:00 a.m., he/she will be paid at the rate of time and a half.

Section 2.

Extra work authorized by the Maintenance Mechanic Crew Chief and performed by regular full-time employees (beyond forty (40) hours in any week) shall be compensated by time and a half. If an employee is called back to work after his eight (8) hour day, he/she shall be entitled to a minimum of two (2) hours of work.

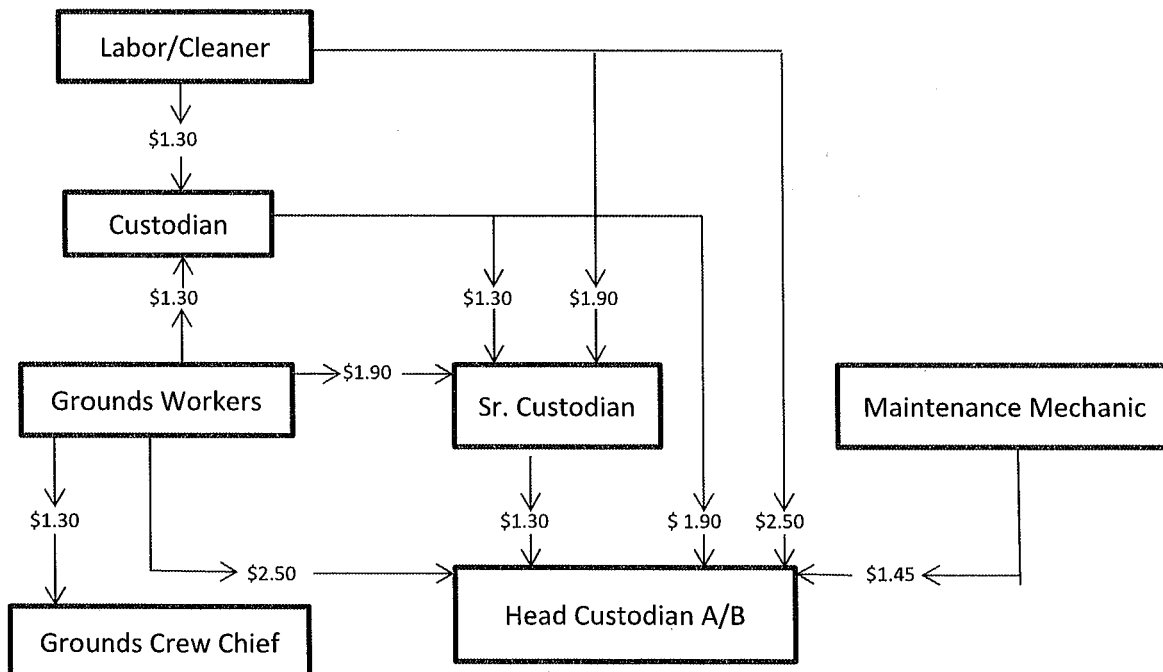
Section 3.

The regular work schedule shall be posted for all employees.

Section 4.

If an employee is temporarily assigned to work in a lower classification, he/she shall be paid his/her regular rate of pay. However, if an employee who is assigned to work in a higher classification, he/she shall receive a differential rate of pay for the hours he/she so works, as outlined below:

Differential Flow Chart



An employee who is temporarily assigned to work in a higher classification shall be compensated at the applicable rate of pay for the higher classification after the employee has worked in the higher classification for at least four (4) consecutive weeks.

Section 5.

Employees shall receive a lunch period of thirty (30) minutes without pay.

Section 6.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half work shift. The Employer, however, shall be able to vary the schedule when the demands of the work require it.

Section 7.

When an extra work assignment is offered an employee, that is, those hours in excess of forty (40) hours per week, it shall be on a rotating basis, beginning at the start of the school year by job classification seniority on an individual school basis. However, when it affects Maintenance and Educational Service employees, it shall be job classification seniority

ARTICLE 11 – SENIORITY

Section 1.

There shall be two types of seniority: Department Seniority and Job Classification Seniority.

- A. Department Seniority shall relate to the time an employee has been continually employed by the Department.
- B. Job Classification Seniority shall relate to the length of time an employee has been employed in a particular job classification.
- C. Department Seniority shall be determined from the date of appointment (first date of hire) to the Department whereas Job Classification Seniority shall be determined by the total service in the job classification. Probationary employees shall have no seniority but upon completion of the probationary period (six (6) months) their names shall be added to the seniority list from the date appointed. It is agreed that the six (6) month probationary period applies to all new hires, effective July 1, 2002. It is also agreed that employees who are promoted within the department will serve a three (3) month probationary period. It is further agreed that the changes in the probationary periods listed above will have no effect on other provisions in the labor agreement (contract).
- D. Department Seniority shall apply to layoffs and recalls. In the event the District decides to reduce the working force, for lack of work or otherwise, the employee with the least Department Seniority shall be laid off first. In the event of rehiring, laid off employees with the most Department Seniority will be hired first, provided they are qualified to do the work.
- E. Job Classification Seniority shall apply to vacations, holidays, overtime and competitive position promotions.
- F. Seniority shall not be broken by vacations, sick time, layoffs or any leave of absence.

- G. An employee shall lose his/her status as an employee and his/her seniority if the employee:
 - 1. Quits or resigns
 - 2. Is terminated
 - 3. Retires
 - 4. Fails or refuses to return to work as required upon termination of a leave of absence.
- H. The Employer agrees to supply the Union on an annual basis with a seniority list containing the names of all employees covered by this agreement with their length of service with the Employer and the job classification in which they are employed.

ARTICLE 12 – POSITION ELIMINATION/LAYOFFS

The School shall whenever possible, eliminate positions through attrition. However, should layoffs be necessary, the Superintendent shall provide the SEIU Local 200 United chapter chair a list of targeted titles upon School Board approval of the School's budget. In the case of a mid-year lay-off: notice of at least three (3) weeks prior to the effective date of the layoffs will be provided to the Union.

Lay-offs and recalls will follow the procedures expressed in Article 11, section 1D of this contract. In the event the District abolishes a position within the department, a bargaining unit member's department seniority will apply for the purposes of bumping into other classifications provided they meet the minimum qualification for the position.

ARTICLE 13 – DISCIPLINARY ACTION

Section 1.

- A. Employees who have completed their probationary period may be subject to the following disciplinary actions:
 - a verbal warning
 - a written warning
 - a written suspension without pay
 - a written discharge

The foregoing disciplinary actions may occur in any order and will be based on the nature and seriousness of the offense, as determined by the District. Verbal warnings will be used for first-time, non-serious offenses. A copy of any written warning will be sent to the Union.

- B. In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.
- C. If the employee so elects, a union steward may be present at the initiation of any disciplinary action.

ARTICLE 14 – “A” RETIREMENT; “B” SICK LEAVE CONVERSION

Part “A”

Section 1.

The Employer will provide the Improved Non-Contributing Plan (Section 75 e), if available. Effective July 1, 1991, the employer will provide the new Career Plan (Section 75 I) of the New York State Employees’ Retirement System for Tier I and Tier II members.

Unused Sick Leave: The District will provide Section 41J of the New York State Employees’ Retirement System which is the application of unused sick leave as additional service credit upon retirement.

“OR”

Part “B”

Section 1. Availability

The sick leave conversion set forth below will be available to employees who have reached retirement age, have at least ten (10) years of service in the Hamburg Central school District, and be eligible to draw benefits from the NYSRS.

Section 2. Eligibility

To be eligible for the sick leave conversion benefit set forth in Section 3 A, the employee must make a written commitment to the Superintendent/designee of his/her intention to retire three (3) months prior to the date of his/her retirement.

Section 3. Benefits

- A. The employee shall be compensated by converting a maximum of two hundred forty (240) accumulated leave days to the actual cash value of those days and multiplying by the rate of fifty (50) percent.
- B. At the time of retirement an accounting of the sick leave record of the employee will be undertaken to determine the amount of actual cash value, per Section 3A above.
- C. Sick leave conversion benefits payable under Section 3A shall be payable by one of the following, at the employee’s option:
 - a. Depositing said amount into a IRC § 105(h) plan for the employee
 - or
 - b. Making an Employer Non-Elective Contribution in said amount into a IRC §403(b) account of the member’s choice.
- D. The Employer Non-Elective Contribution shall not cause an employee’s 403(b) account to exceed the applicable annual contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. Any excess amount shall be deposited into a 403(b) account of the member’s choice in the month of January following the employee’s date of retirement.
- E. Part-time employees: Part-time employees shall receive their sick leave conversion based upon the above schedule on a prorated basis.

ARTICLE 15 – CONTRACTING OUT

Section 1.

Contracting Out is a prerogative of the Employer providing that it does not cause any employee to be laid off.

ARTICLE 16 – TRAVEL ALLOWANCE

Section 1.

If District-owned vehicles are not available and it should become necessary for Maintenance employees to use their own vehicles, a travel allowance will be provided at the going District rate. No maintenance employee will receive the travel allowance without prior written approval by the Maintenance Mechanic Crew Chief, or his /her designee.

ARTICLE 17 – DRIVER’S LICENSE DIFFERENTIAL

Section 1.

Employees such as Grounds Worker or Mechanics who retain a higher cost driver’s license shall be reimbursed by the District for the cost of the differential when renewing at time of renewal when proof is submitted.

ARTICLE 18 – EMERGENCY CLOSING

Section 1.

In the event of an emergency closing, the Employer agrees to make every effort to contact the employees as soon as possible before starting time via standard District communication procedures.

Section 2.

On emergency days declared by the Superintendent of Schools, buildings and grounds staff do not report unless called in and will receive their regular pay. In the event they are called in to work, such work will be paid at the rate of time and a half for time worked.

Section 3.

On emergency days declared by the Superintendent of Schools, it is understood that the Head Custodian of each school building will report to check their building and will receive a minimum of two hours at the rate of time and a half.

ARTICLE 19 – BUILDING CLOSING

Section 1.

In the event an elementary building is closed, the Employer and the Union will meet to discuss bumping procedures for those employees affected.

ARTICLE 20 – PERSONNEL FILES

Section 1.

During normal office hours an employee, upon request to the Superintendent/Designee, shall have the right to review all written material in his/her personnel file which serves to evaluate his/her performance or service, except pre-employment references.

Section 2.

The employee shall have the right to respond in writing to any material to be filed which served to evaluate the performance or service of said employee.

ARTICLE 21 – GRIEVANCE

Definition: A grievance is a claim by an employee that there has been a violation, misinterpretation or inequitable application of the provisions of this agreement.

- Step 1: All grievances must be initiated within seven (7) working days of the alleged occurrence of such grievance. The matter will first be discussed informally by the grievant and/or his/her steward and the Maintenance Mechanic Crew Chief or Designee.
- Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievant and/or his/her steward shall present the grievance in writing to the Maintenance Mechanic Crew Chief or designee within seven (7) working days after the informal conference of Step 1. The Maintenance Mechanic Crew Chief of designee shall render a decision in writing within seven (7) days and present the written decision to the grievant and/or his/her steward.
- Step 3: If the grievant is not satisfactorily resolved in Step 2, the grievant and/or his/her steward may file an appeal in writing to the Superintendent of Schools within seven (7) working days after receiving the decision in Step 2. The Superintendent of Schools, or his/her designee, shall have seven (7) days after receiving the grievance to investigate, discuss, or hold hearings on the matter, and shall then give his/her written answer to the grievance.
- Step 4: If the grievant feels that the determination in Step 3 is not satisfactory, he/she may submit the grievance in writing within seven (7) days of receiving the Step 3 decision, to the Board of Education. The Board of Education shall hold a hearing at its next regularly scheduled meeting and shall render its decision within seven (7) days of the hearing. Upon request of either party and with the express written consent of the other party, which will not be unreasonably withheld, the Board of Education step may be skipped and the matter will be processed directly to Arbitration. In such event, the requirement in Step 5 requiring a request for arbitration within ten (10) days if the grievance is not resolved by the Board of Education will be deemed satisfied on the date that the parties consent to skip the Board of Education step.

Step 5 If the grievant is not satisfied with the disposition of his/her grievance at Step 4, or if no decision has been rendered within seven (7) days of the Board of Education hearing, the Union or the Superintendent of Schools may request arbitration within ten (10) days.

The arbitrator shall be chosen by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The Arbitrator is not to modify, enlarge or restrict the provisions of this agreement. The authority of the arbitrator does not extend to matters which are not expressly covered in this contract. The decision of the arbitrator shall be binding on both parties.

Failure to Meet Time Limits – Should an employee be unable to contact the Maintenance Mechanic Crew Chief of Designee at Step 1 within seven (7) working days, the grievance may go to step 3. If any grievance is not pursued within the time limits spelled out above, the matter will be deemed to have been satisfactorily resolved and further appeal under this agreement barred.

Right to Counsel – Both the Employer and the employee have the right to legal counsel and/or Union representation at each stage of the grievance procedure.

ARTICLE 22 – MAINTENANCE, CUSTODIAL & EDUCATIONAL SERVICE SALARY SCHEDULE

The Charts below reflect the salary schedule for the 2023-2024, 2024-2025, and 2025-2026 school years

2023-2024 school year

	Cleaner Laundry Laborer B	Laborer A Cleaner 3rd	Mtr. Oper. Groundswkr.	Grds. Chf. Painter Mech.	Custodian	Mach. Opr.	Sr. Cust.	Hd. Cust. B	Hd. Cust. A
A	\$ 16.27	\$ 17.27	\$ 18.11	\$ 20.75	\$ 18.63	\$ 19.23	\$ 19.63	\$ 20.36	\$ 20.75
B	\$ 18.00	\$ 19.00	\$ 19.59	\$ 22.59	\$ 20.35	\$ 20.78	\$ 21.31	\$ 22.12	\$ 22.59
C	\$ 20.14	\$ 21.14	\$ 24.38	\$ 28.32	\$ 25.55	\$ 25.90	\$ 26.66	\$ 27.64	\$ 28.32
D	\$ 22.29	\$ 23.37	\$ 26.97	\$ 31.07	\$ 28.27	\$ 28.65	\$ 29.51	\$ 30.60	\$ 31.34
E	\$ 23.44	\$ 24.52	\$ 28.12	\$ 32.22	\$ 29.42	\$ 29.80	\$ 30.66	\$ 31.75	\$ 32.49

2024-2025 school year

	Cleaner Laundry Laborer B	Laborer A Cleaner 3rd	Mtr. Oper. Groundswkr.	Grds. Chf. Painter Mech.	Custodian	Mach. Opr.	Sr. Cust.	Hd. Cust. B	Hd. Cust. A
A	\$ 16.27	\$ 17.27	\$ 18.11	\$ 20.75	\$ 18.63	\$ 19.23	\$ 19.63	\$ 20.36	\$ 20.75
B	\$ 18.00	\$ 19.00	\$ 19.59	\$ 22.59	\$ 20.35	\$ 20.78	\$ 21.31	\$ 22.12	\$ 22.59
C	\$ 20.14	\$ 21.14	\$ 24.38	\$ 28.32	\$ 25.55	\$ 25.90	\$ 26.66	\$ 27.64	\$ 28.32
D	\$ 22.29	\$ 23.37	\$ 26.97	\$ 31.07	\$ 28.27	\$ 28.65	\$ 29.51	\$ 30.60	\$ 31.34
E	\$ 23.44	\$ 24.52	\$ 28.12	\$ 32.22	\$ 29.42	\$ 29.80	\$ 30.66	\$ 31.75	\$ 32.49
F	\$ 24.14	\$ 25.26	\$ 28.96	\$ 33.19	\$ 30.30	\$ 30.69	\$ 31.58	\$ 32.70	\$ 33.46

2025-2026 school year

	Cleaner Laundry Laborer B	Laborer A Cleaner 3rd	Mtr. Oper. Groundswkr.	Grds. Chf. Painter Mech.	Custodian	Mach. Opr.	Sr. Cust.	Hd. Cust. B	Hd. Cust. A
A	\$ 16.27	\$ 17.27	\$ 18.11	\$ 20.75	\$ 18.63	\$ 19.23	\$ 19.63	\$ 20.36	\$ 20.75
B	\$ 18.00	\$ 19.00	\$ 19.59	\$ 22.59	\$ 20.35	\$ 20.78	\$ 21.31	\$ 22.12	\$ 22.59
C	\$ 20.14	\$ 21.14	\$ 24.38	\$ 28.32	\$ 25.55	\$ 25.90	\$ 26.66	\$ 27.64	\$ 28.32
D	\$ 22.29	\$ 23.37	\$ 26.97	\$ 31.07	\$ 28.27	\$ 28.65	\$ 29.51	\$ 30.60	\$ 31.34
E	\$ 23.44	\$ 24.52	\$ 28.12	\$ 32.22	\$ 29.42	\$ 29.80	\$ 30.66	\$ 31.75	\$ 32.49
F	\$ 24.86	\$ 26.02	\$ 29.83	\$ 34.19	\$ 31.21	\$ 31.61	\$ 32.53	\$ 33.68	\$ 34.46

*The Cleaner 3rd rate of pay only applies when a cleaner is working third shift. It does not apply when a regularly scheduled third shift cleaner is working days (e.g., during school breaks).

An employee whose employment commenced July 1 to February 28 (or February 29 in a leap year) should be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced March 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That employee's complete year of service would be the following year.

Longevity:

***Note: Longevity amounts are annual accumulations added into the contractual salaries.**

	2023-2024	2024-2025	2025-2026
Completion of 6 years of service	\$250.00	\$250.00	\$250.00
Completion of 9 years of service	\$648.00	\$648.00	\$648.00
Completion of 14 years of service	\$729.00	\$729.00	\$729.00
Completion of 19 years of service	\$945.00	\$960.00	\$960.00

ARTICLE 23 – COPE LANGUAGE

Section 1.

Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deductions Authorization Form for this purpose. A union member may withdraw their authorization at any time, provided the employee notifies the Employer in writing on this withdrawal, with a copy to the Union.

ARTICLE 24 – SCOPE, DURATION, IMPLEMENTATION, CONFORMITY TO LAW

Section 1.

Totality of Agreement: This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations.

Section 2.

Scope of Agreement: This Agreement shall supersede any rules, regulations or practices of the Employer that shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the employer with respect to all matters not specifically covered in this Agreement shall remain the rights and prerogative of the Employer.

Section 3.

Conformity of Law: If any provision of the Agreement is or shall at any time during the life of this Agreement be decided as in violation of any state and/or federal law, such provision shall not be applicable, performed or enforced. Should any provision be contrary to law, only that provision is affected as above; all other provisions of this Agreement will remain in force until the termination date of the Agreement.

Section 4.

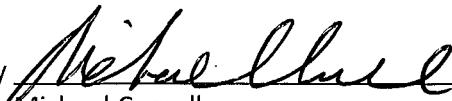
Duration: This Agreement shall commence and become effective on July 1, 2023, and remain in effect until June 30, 2026. However, if a particular provision of this Agreement sets forth a different effective date, that date shall be controlling as to that provision.

Section 5.

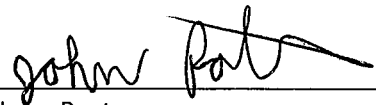
Legislative Implementation: Any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has taken such action.


IN WITNESS WHEREOF, the parties have hereunto set their hand and/or seal this ____ day of _____, 2023.

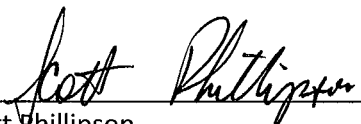
FOR THE EMPLOYER:

By 
Michael Cornell
Superintendent of Schools
Hamburg Central Schools District

FOR THE UNION:

By 
John Post
SEIU Local 200 United

By 
Arthur R. Krakowiak
District Chairman
SEIU Local 200 United

By 
Scott Phillipson
President
SEIU Local 200 United