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AGREEMENT

Between

SUPERINTENDENT OF SCHOOLS

Spencerport Central School District
Spencerport, New York

And

SPENCERPORT PLANT OPERATION
AND MAINTENANCE ASSOCIATION

July 1, 2002 – June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Agreement

**SUPERINTENDENT OF SCHOOLS
Spencerport Central School District**

and

**SPENCERPORT PLANT OPERATION
AND MAINTENANCE ASSOCIATION**

Article 1. Agreement

This agreement is made and entered into this 23rd day of April, 2003 by and between the Superintendent of Schools and the Spencerport Plant Operation and Maintenance Association (hereinafter referred to as the "association").

Article 2. Purpose of Agreement

The purpose of this agreement is to establish and maintain and promote harmonious and cooperative relations between the Board of Education and the association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rate of pay, hours of work and other conditions of employment.

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

Article 3. Recognition

Pursuant to the New York State Public Employees Fair Employment Act, the Board of Education of Spencerport Central School District has recognized the Spencerport Plant Operation and Maintenance Association, hereinafter referred to as "association," as the exclusive negotiating representative for all Custodians, Cleaners, Maintenance Mechanic I and II, and Head Grounds Equipment Operators, Grounds Equipment Operators, and Couriers employed by said district.

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Article 4. Affirmation

The Spencerport Plant Operation and Maintenance Association affirms that it does not assert the right to strike, or to impose an obligation to conduct, assist or participate in such a strike.

Article 5. Right to Join or Not to Join

It is further recognized that the employees, mentioned in Article 2 above, have the right to join, or not to join the association, and membership shall not be prerequisite for employment or continuation of employment of any employee.

Article 6. Conformity to Law

If in the event that any provision of this agreement is, or shall be at any time, contrary to all applicable laws, or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable, but all other items shall remain in effect.

Article 7. Areas for Discussion and Agreement

The Superintendent of Schools and the association recognize that the board is the legally constituted body responsible for the determination of policies covering all aspects of operations of the Spencerport Central School District. The board reaffirms its responsibility to operate in accordance with the 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 cannot reduce, negotiate or delegate its legal responsibilities. The board recognizes its legal obligations to negotiate with the association on terms and conditions of employment.

Article 8. Procedures for Conducting Negotiations

- 1. Negotiating Teams.** The designated representatives of the Superintendent of Schools will meet with representatives designated by the association for the purpose of negotiating terms and conditions of employment.
- 2. Opening Negotiations.** Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not later than the last week in January. In any given school year, such request shall be made on or before January 15. All issues proposed by the association shall be submitted in writing to the delegated representative of the Superintendent of Schools. The delegated representative of the Superintendent of Schools shall not respond, at its discretion,

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to such issues as are submitted until all such issues proposed by the association have been submitted.

After all employee proposals are submitted, the delegated representative of the Superintendent of Schools shall submit all issues proposed for discussion by the Superintendent of Schools, in writing, to the representative designated by the association. All meetings shall be called at times mutually agreed upon by both parties.

3. **Negotiation Procedures.** Designated representatives of the Superintendent of Schools shall meet at such mutually agreed upon places and times with representatives of the association. Additional meetings shall be held as the parties may require to reach an understanding on the issue(s). Meetings shall be held at a time other than the regular work day.
4. **Exchange of Information.** Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
5. **Reaching Agreement.** When the negotiating teams reach a consensus covering all areas under discussion, the prepared agreement shall be reduced to writing as a memorandum of understanding and submitted to the association and the Superintendent of Schools for approval. Following approval of the agreement in its final form by the association membership and by the Superintendent of Schools, and the signing of the agreement by the authorized officer of both parties, such action will be taken upon the recommendations submitted as are necessary to make them official.

Article 9. Management Rights

The school district retains the sole right to manage its business and services, and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this agreement; to maintain order and efficiency in the Operation of Plant unit, including the right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of personnel, subject to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

Article 10. Grievance Procedure

Section I. Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees, and by which the district and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section II. Definition

- 2.1 A Grievance is a complaint by a member of the SPOMA that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- 2.2 The term Immediate Supervisor shall mean the individual to whom the employee reports to directly.
- 2.3 Superintendent of Schools is the chief officer of the district.
- 2.4 Association shall mean Spencerport Central School Plant Operation and Maintenance Association.
- 2.5 Aggrieved Party shall mean any person or group of persons of the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Spencerport Plant Operation and Maintenance Association.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III. Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the section of the agreement involved in the said grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

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- 3.2** Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of facts, conclusions and supporting reasons therefor. Each decision after the Informal Stage shall be promptly transmitted to the employee.
- 3.3** If a grievance affects a group of employees, it may be submitted by the association directly at Stage II described below.
- 3.4** The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid extended periods of interruption of work. No overtime shall be granted when the processing of a grievance extends beyond or before the regular work day.
- 3.5** The Superintendent of Schools and the association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.
- 3.6** No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the board or by any member of the administration against the aggrieved party, any part in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.7** Forms for filing grievances, Appendix A, shall be printed and distributed by the Superintendent of Schools so as to facilitate operation of the grievance procedure.
- 3.8** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.9** Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this agreement and the association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

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- 3.10** If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.11** The Superintendent of Schools or his designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes or testimony, as the case may be, written arguments and briefs considered at all levels other than the Informal Stage.

The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the board but shall not be deemed a public record.

Section IV. Time Limits

- 4.1** Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2** No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within ten (10) work days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3** If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this agreement shall be barred.
- 4.4** Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the association within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5** Time limits of any step of this procedure may be extended by mutual consent of both parties.

Section V. Informal Stage

An employee having a grievance will discuss it with the employee's immediate supervisor with the objective of resolving the matter informally.

5.1 Stage I Director of Buildings and Grounds

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director of Buildings and Grounds. Within five (5) work days or less after the written grievance is presented, the Director of Buildings and Grounds shall render a decision thereon, in writing, and present it to the employee, his representative and the association.

5.2 Stage II Assistant Superintendent for Business

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent for Business. Within five (5) work days or less after the written grievance is presented, the Assistant Superintendent for Business shall render a decision thereon, in writing, and present it to the employee, his/her representative and the association.

5.3 Stage III Superintendent of Schools

- a) If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage II and wishes to proceed further under this grievance procedure, the employee shall, within five (5) work days, present the grievance to the association's Grievance Committee for its consideration.
- b) If the Grievance Committee determines that the employee has a meritorious grievance, than it will file a written appeal of the decision at Stage II with the Superintendent of Schools, within five (5) work days after the employee has received such written decision. Copies of the written decision at Stage II shall be submitted with the appeal.
- c) Within ten (10) work days or less after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.
- d) The Superintendent of Schools or his/her designee shall render a decision in writing to the employee, the Grievance Committee and its representative within five (5) work days or less after the conclusion of the hearing.

5.4 Stage IV Arbitration

- a) After such hearing, if the employee and/or association are not satisfied with the decision at Stage III, and the association determines that the grievance is meritorious and appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within fifteen (15) work days of the decision at Stage III.
- b) Within fifteen (15) work days or less after such written notice of submission to arbitration, the Superintendent and the association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The selected arbitrator will hear the matter and render a decision.
- d) The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties.
- f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the association.

Article 11. Payroll Distribution

The District may unilaterally change to semi-monthly payroll distribution at the start of a contract year in the future. The District will provide no less than sixty (60) days notice of the change to the association president. The District will invite the association president to participate in a discussion of the semi-monthly payroll schedule no less than forty-five (45) days before the change.

The semi-monthly payroll distribution will provide payroll on the 15th and the last business day of the month. If the 15th is a Saturday, payment will be made on Friday (the 14th). If the 15th is a Sunday, payment will be made on Monday (the 16th).

Article 12. Payroll Deduction

The association hereby agrees to indemnify and hold harmless the district from any and all claims, disputes or damages sustained as a result of making the deduction provided for in this article.

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Section I - Dues Deductions

The board agrees to deduct membership dues of the association members, in accordance with amounts certified by the association in writing and forwarded to the Assistant Superintendent for Business for payroll deduction.

Deductions shall be made in equal amounts each pay period. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the association, together with a list from whom such dues have been deducted, until all such dues are paid.

Section II - Other Deductions

All members shall have the privilege of payroll deductions for credit union, medical insurance, retirement system, loan payments, tax-sheltered annuities, etc..

Deductions will be made when employees have so requested in writing on forms prescribed by the Board of Education. Such requests must be made to the Business Office.

Article 13. Joint Advisory Committee

The membership of the Joint Advisory Committee will include the Superintendent of Schools, or his/her designee, a district administrator, and no more than two representatives from the Association. The parties will meet on an "as needed" basis to discuss matters of mutual concern, but no less than once per school year. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. When possible, items for discussion will be submitted at least five days in advance in order to facilitate information gathering and efficient meetings.

Article 14. Sick Leave

Effective July 1, 2002, all full time unit members (12 months) will earn 0.58 sick days per payroll period, with a maximum accrual of 15 sick days per contract year.

The District and Association will meet to discuss the distribution of sick leave should there be less than twenty-six (26) payroll periods in a twelve-month contract year.

Each unit member may accumulate up to a maximum of 200 sick days. Sick leave may be used in half and whole day increments. Should a unit member exhaust their accumulated sick leave, the district will advance the unit member additional sick leave, up to the amount that can be earned in the remainder of the current contract year. Should an employee leave the employ of the district and has been extended additional sick leave, the district will deduct the salary equivalent for the advanced sick leave from the unit member's last payroll. In the event that the unit member does not provide adequate notice of leaving the employ of the district, the district can utilize any form of collection to recover the salary equivalent for the advanced sick leave.

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An employee who has exhausted his/her sick time allowance may apply to the Superintendent of Schools and upon his/her recommendation to the Board of Education up to an additional sixty (60) days of sick time at full pay may be approved.

A physician's statement may be requested by the Superintendent at any time. Sick leave shall cover necessary absence from duty because of accident or personal illness.

Article 15. Workers Compensation

Any employee who is injured on the job shall notify his/her immediate supervisor. It is expected that the employee will fill out the appropriate accident form as quickly as possible and preferably within 72 hours from the time of injury and submit the form to the Human Resources office.

In situations where the unit member requires immediate medical attention and is unable to complete the appropriate accident form, the immediate supervisor will notify the Director of Building and Grounds, or his/her designee, to submit the form on the employee's behalf.

The employee requiring medical care should inform his/her doctor of this work-related injury and request any medical bills are sent to the district's worker's compensation provider.

Only the doctor can make the determination, in writing, if an employee cannot work or when he/she can return to work. No one else, including the employee, can make that determination.

When an employee is not able to work due to work related injury, the first five (5) work days or seven (7) calendar days is defined as a waiting period and is not reimbursable by Worker's Compensation. However, if the employee is out of work for more than 14 calendar days, the reimbursement begins at day one with no waiting period.

1. Once the employee has exceeded the waiting period (the first five (5) workdays or seven (7) calendar days), it is the employee's decision, in writing, to:
 - a. instruct the District to direct workers' compensation to provide payment, or
 - b. use eligible leave accruals to provide a continuation of normal wages. Eligible leave accruals include sick leave, personal leave, vacation days and "comp time" (the unit member will instruct the District on which type of leave(s) they will use).
2. When the employee returns to work, the employee should request from the Workers' Compensation Board a settlement for the use of leave time while out on a work-related injury. When the Workers' Compensation Board reaches a decision, the district's workers' compensation provider will issue a check to the Spencerport Central School District. If the employee has received prior payment through payroll using available leave time, the district, after receiving payment from the workers' compensation provider, shall restore to the employee sick leave equal in value to the payment amount received. The district will prepare, if prior calendar year reimbursement, the appropriate adjustments to the employee's W-2 and provide a corrected W-2 within 30 days.

*8/29 confirmed
w/ planner WC.
only get
reimbursed
for sick days*

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Article 16. Illness in Family

All unit members will be provided three (3) days of leave effective July 1 for that contract year to cover necessary absence from duty because of illness of a member of the immediate family of the employee. New unit members hired after the start of the contract year will have their illness in family leave prorated based on date of hire to the nearest half-day increment.

Illness in family leave may be used in half and whole day increments.

Use of such leave will not affect the unit member's accumulated sick leave.

Immediate family is defined as: mother, father, son, daughter, sister, brother, wife, husband, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in law, daughter-in-law, or legally adopted child or relative having the employee's house as a regular place of abode.

Article 17. Bereavement Leave

The district shall provide each employee with up to three (3) days paid absence for a death in the family. Family shall consist of mother, father, son, daughter, sister, brother, wife, husband, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in law, daughter-in-law, or legally adopted child or relative having the employee's house as a regular place of abode.

Bereavement leave of one (1) day shall be granted for the death of a near relative or close associate.

Bereavement leave shall be used in half and whole day increments.

Leave granted under this article does not affect the employee's accumulated sick leave.

Article 18. Personal Leave

After one year of continuous service and yearly thereafter at the start of the new contract year, unit members shall be entitled to two (2) personal days per year, non-cumulative. New employees hired between July 1 and December 31 will receive one (1) personal day, non-cumulative, after six months of continuous employment and two (2) days at the start of the next contract year. New employees hired between January 1 and June 30 will receive two (2) days, non-cumulative, after six months of continuous employment and two (2) days at the start of the next contract year after their initial six months of continuous employment.

Personal leave shall be used in half and whole day increments.

Personal days are to be used only for emergencies and personal business that cannot be conducted outside the normal work day. Personal days may also be taken for necessary travel connected with such business. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation.

The request for personal time must be submitted in writing to the Human Resources Office via the immediate supervisor five (5) days prior to the date requested. The

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employee must state the reason for requesting a personal day. The five-day waiting period will be waived for requests arising out of an emergency.

All decisions rendered by the Superintendent of Schools or his/her designee regarding personal days shall be final.

Unused personal days in the previous contract year may be converted into sick days in the new contract year. Unit members may request the conversion by submitting an "Absence Request/Authorization" form no later than July 10 of the new contract year.

Unused will automatically convert no form must be completed

Article 19. Family Medical Leave Act

Leaves granted under the Family and Medical Leave Act (FMLA) of 1993 are unpaid leaves of absence. The District will apply the Family and Medical Leave Act of 1993 to those employees entitled to coverage on the current contract, whichever is applicable. In the event the contract contains provisions covered by the FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains provisions covered by FMLA that are less than the contract, FMLA will apply.

Unit members requesting a Family and Medical Leave for their own personal health condition covered under the FMLA may utilize their sick days, personal, floating holidays, and vacation days concurrently with the FMLA. Unit members requesting a Family and Medical Leave for a covered family member and health condition addressed in the FMLA may utilize their family emergency, personal, floating holidays, and vacation days concurrently with the FMLA.

A copy of the FMLA will be available in the main administrative offices of the District.

Article 20. Maternity Leave/Child Care Leave

A. After one full year of continuous employment, a full-time employee may apply for a maternity leave or child care leave for a period not to exceed one year.

B. Maternity Disability Leave

An employee who is to give birth may utilize her sick leave for the period of actual disability connected with the condition as certified by the employee's physician. The days used will be deducted from the employee's individual accumulation of sick leave days. The district will exercise its rights to receive health information in the same manner as with any other disability.

C. Child Care Leave

1. The employee must apply for a child care leave in writing on a form provided by the district at least thirty (30) days before the anticipated leave is to start. In the event an employee wishes to return to service prior to the expiration of a

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requested leave, the employee shall provide the district with at least thirty (30) days notice of intent to return.

2. The time spent on child care leave is unpaid and shall not count toward seniority nor advancement on the salary schedule.
3. An employee on child care leave may continue enrollment in the district's health insurance plan(s) during the six month leave upon payment of 100% of the monthly premium(s).

Article 21. Military Leave

The Board of Education shall grant an employee who is currently serving on a full-time basis in the district a leave of up to four years for military service. This article affects only employees who are called up as a result of reserve services in the armed forces or who volunteer for military service during a national emergency.

Article 22. Health Insurance

A. Basic Health

1. Effective July 1, 2002, the district will contribute for all full time unit members 75 percent of the cost of the Minimum Premium Plan (MPP) monthly, the unit member will be responsible for the remaining 25 percent.
2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.
3. This benefit shall not be paid for the survivors of any unit members or the survivors of any retiree.
4. An employee who has elected to not participate in the district's basic health insurance plan (MPP) because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

B. Health Maintenance Organizations (HMO's)

Blue Choice and Preferred Care

1. Effective July 1, 2002, the district will contribute for all full time unit members 75 percent of the cost of Blue Choice or Preferred Care premiums monthly, the employee will be responsible for the remaining 25 percent.
2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.
3. This benefit shall not be paid for the survivors of any unit members or the survivors of any retiree.

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4. An employee who has elected to not participate in the district's HMO health insurance plans because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

Blue Choice Select, Preferred Care Community & Via Health

1. Effective July 1, 2002, the district will contribute for all full time unit members 85 percent of the cost of Blue Choice Select, Preferred Care Community and ViaHealth premiums monthly, the employee will be responsible for the remaining 15 percent.
2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.
3. This benefit shall not be paid for the survivors of any unit members or the survivor of any retiree.
4. An employee who has elected to not participate in the district's HMO health insurance plans because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

C. Major Medical

1. Effective July 1, 2002, the district will contribute for all full time unit members 75 percent of the cost of the Major Medical premiums monthly, the employee will be responsible for the remaining 25 percent.
2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.
3. For unit members who retire from Spencerport on or after June 30, 1991, the major medical coverage shall be \$40,000 for lifetime coverage. Pursuant to the current major medical contract language, the annual reinstatement procedures shall remain in effect.
4. This benefit shall not be paid for the survivors of any unit members or the survivors of any retiree.
5. Employees who enroll in an HMO may not also enroll in the major medical plan.
6. At the option of the district, the major medical plan shall be a self-funded and self-administered plan effective July 1, 1991, as may be determined by the district.
7. An employee who has elected to not participate in the district's Major Medical plan because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

D. Dental Insurance

1. Effective July 1, 2002, the district will contribute for all full time unit members 75 percent of the monthly payment of the premium in the district's dental plan, the employee shall be responsible for the remaining 25 percent.

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2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.
3. This benefit shall not be paid for the survivors of any unit members or the survivors of any retiree.
4. An employee who has elected to not participate in the district's dental insurance plan because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

E. Vision Care

1. Effective July 1, 2002, the district will contribute for all full time unit members 75 percent of the monthly payment of the premium in the district's vision plan, the employee shall be responsible for the remaining 25 percent.
2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.
3. This benefit shall not be paid for the survivors of any members or the survivors of any retiree.
4. An employee who has elected to not participate in the district's vision insurance plan because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

F. NYS Retirement

1. Unit members are eligible for retiree health insurance when they meet all of the following conditions:
 - a. have completed twenty (20) years of full time service in the district;
 - b. are retiring from the district;
 - c. have applied for, and are eligible for retirement benefits from the New York State Employees Retirement System.
2. Effective January 1, 2000, the rate of district contribution for unit members who are eligible for retiree health benefits will be as follows:
 - a. for all unit members hired before July 1, 1979: the district will pay 100% of the premiums in retirement for any of the District's health, major medical, supplemental health, dental and vision insurance plans.
 - b. for all unit members hired before July 1, 1984 but after June 30, 1979: the district will pay in retirement 95% of the Blue Choice premium for two person or single coverage. The unit member may apply the dollar equivalent to any of the District's health, major medical, or supplemental health plans, not to exceed 95% of the premium for the plan selected by the employee. The District will pay 95% of the premiums for dental and vision insurance.

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- c. for all unit members hired before July 1, 1989 but after June 30, 1984: the district will pay in retirement 90% of the Blue Choice premium for two person or single coverage. The unit member may apply the dollar equivalent to any of the District's health, major medical, or supplemental health plans, not to exceed 90% of the premium for the plan selected by the employee. The District will pay 90% of the premiums for dental and vision insurance.
 - d. for all unit members hired after June 30, 1989: the district will pay in retirement the same percentage of the premiums that the district was paying for the unit member, while active, for any of the District's health, major medical, supplemental health, dental and vision plans.
3. At age 65, Medicare Part B will be the retiree's primary carrier with the district contributing as per section 2 above for the premium of the supplemental coverage and the retiree contributing the difference for the supplemental plan.
 4. Effective April 23, 2003, a surviving spouse of a retired unit member may remain in the above plans and will be responsible for paying the total premium plus two percent (consistent with the Federal COBRA Law). If the spouse remarries, he/she will no longer be eligible to participate in the plan. The surviving spouse of a retired unit member will receive a semi-annual bill for their health insurance to be paid within 30 days.

G. Disability Insurance

1. The District shall provide group disability insurance for unit members.
2. The level of benefits of this plan shall be no less than those in effect on June 30, 2002.

H. Flexible Spending Account

Unit members shall be eligible to enroll in the district's Flexible Spending Account program. This plan will comply with the IRS rules and regulations governing such programs. The district will solicit input from the Association before selecting a new third-party agency to administer this program.

Article 23. Vacation

1. Earning Vacation Days

- A. Unit members employed prior to July 1, 2003.

Full-time unit members employed after July 1 in any given year will earn one (1) vacation day for each full month employed to a maximum of ten (10) vacation days. The accrued vacation day(s) would be taken the following fiscal year.

- B. Unit members employed on or after July 1, 2003.

Full-time unit members employed on or after July 1, 2003, will earn one (1) vacation day for each full month employed, to a maximum of ten (10) days per contract year, until the first July 1 when they have at least one complete year of service. Earned vacation time may be used in the current fiscal year.

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2. Number of Vacation Days

All full time unit members with one or more complete years of service on July 1 shall be entitled to the designated number of vacation days:

<u>Completed Years of Service</u>	<u>Number of Days</u>
1-5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20 and over	25

3. Requesting Vacation Days

Vacation days may be requested in whole or half day increments on the form provided by the District.

4. Choice of Vacation Period

The vacation schedule will be made and posted by July 1, and when possible, unit members' vacation requests will be honored.

Vacation requests will be submitted to the unit members' immediate supervisor. He/she will then submit the requests to the Director of Buildings and Grounds for his approval.

If a change occurs in unforeseen work schedules, deviations in the vacation schedule may be made if agreed to by the unit member and the employer.

Since certain job classifications necessitate pre-planning of vacation schedules, the employer reserves the right to grant vacation periods at times other than during the months of July and August.

5. Unused Vacation Days

Unused vacation time may be accumulated to a maximum of five (5) days per contract year. Unit members must submit their request to roll over unused vacation days prior to June 30 to the Director of Facilities for approval by the Superintendent of Schools and his/her designee(s) for use during the following contract year.

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Requests to roll over more than five (5) days will be submitted to the Director of Facilities and considered by the Superintendent of Schools based on the extenuating circumstances provided by the unit member. This decision is at the sole discretion of the Superintendent of Schools and is not grievable and does not establish a practice for future requests.

6. Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the employer for any reason prior to taking his vacation, shall be compensated for the unused portions he has accumulated at the time of separation.

Unit members hired prior to July 1, 2003, were required to earn vacation days to be used in the following contract year. Therefore, they will have their final pay adjusted at the time of separation from the district for their unused vacation days from the current contract year and the earned vacation days (one per full month employed to a maximum of ten) for the next contract year.

Unit members hired on or after July 1, 2003, will have their final pay adjusted at the time of separation from the district to reflect vacation days used and vacation days earned (e.g. used five days, earned three days, district will deduct the amount of two unearned vacation days from the final pay).

Article 24. Holidays

Paid Holidays

All full time fifty-two (52) week unit members shall be paid for all holidays.

The following holidays apply to all years of this agreement.

<u>Number of</u>	<u>Holiday</u>
1.	Independence Day
2.	Labor Day
3.	Thanksgiving Day
4.	Day after Thanksgiving
5.	Day before Christmas
6.	Christmas Day
7.	New Year's Eve Day
8.	New Year's Day
9.	Good Friday
10.	Memorial Day

In the event that Christmas Eve Day, Christmas Day, New Year's Eve Day, and/or New Year's Day falls on a weekend, those holidays falling on Saturday will be observed on Friday, unless it is a scheduled student day, and those holidays falling on Sunday will be observed on Monday, unless it is a scheduled student day.

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When any of these holidays can not be observed as detailed above because of scheduled student days, the observed holidays will be scheduled during the December recess on the closest day abutting a holiday or weekend.

Floating Holidays

For the 2002-03 contract year, all full time fifty-two (52) week unit members shall receive three (3) floating holidays.

Effective July 1, 2003, all full time fifty-two (52) week unit members, shall receive four floating holidays to be taken with the approval of the Director of Buildings and Grounds, and not as a group, on a day school is not in session.

Effective July 1, 2003, all full time fifty-two (52) week unit members with 25 or more years experience in the district will receive five floating holidays to be taken with the approval of the Director of Buildings and Grounds, and not as a group, on a day school is not in session.

New unit members hired after the start of the contract year will have their floating holidays prorated based on date of hire to the nearest half-day increment.

Floating holidays may be requested in full and half day increments.

Twelve (12) month personnel will be expected to work every day except those listed above and any accrued vacation days.

Article 25. Retirement

A. New York State Retirement

All full-time employees are required by state law to join the N.Y.S. Employees Retirement System. The Retirement System Plan shall be 75-i.

The system is set up by tiers (levels) which set forth the contribution rate, retirement age and state benefits. The membership tiers are:

- Tier 1: Those persons who last became members on or before June 30, 1973. Members are not required to contribute.
- Tier 2: Those persons who became members on or after July 1, 1973. Members are not required to contribute.
- Tier 3: Those persons who became members on or after July 27, 1976. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.
- Tier 4: Those persons who last became members on or after September 1, 1983. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

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B. Service Increment

Effective July 1, 2002, when an employee retires from the district, and has applied for, and is eligible for retirement benefits from the New York State Employees Retirement System, the district shall pay a stipend for each day of unused accumulated sick leave up to a maximum of 200 days for 12 month unit members as follows:

<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
Less than 160 days	\$18
160-max. days	\$22

To be eligible for the service increment, the employee shall submit an irrevocable written notice of his/her desire to retire to the Superintendent of Schools, or his/her designee, four months prior to the employee's intended retirement date. In the event that the employee rescinds their notice of retirement four months or less in advance of their intended date of retirement, they would not be eligible for the service increment in the future.

With the approval of the Superintendent of Schools, an employee may rescind their notice of retirement in the event that the employee experiences unforeseen circumstances (such as the death of a spouse), without losing their ability to apply for the service increment in the future.

The employee may change their date of retirement after filing their notice of retirement should the district offer a local retirement incentive or the district adopts an Early Retirement Incentive offered by the New York State Employees Retirement System. The employee would be allowed to amend their retirement date to fall within the window of eligibility for the local or state retirement incentive.

The number of unused sick days as of the last day of employment in the district will be used for the determination of the service increment.

Retiring unit members must submit on, or before, their retirement date their intention for their service increment election (see above), changes to their Tax Sheltered Annuity salary reduction or their withholding allowances, indicating in writing their intent, and submission of all appropriate forms, including a revised salary reduction agreement, maximum exclusion allowance worksheet (complete with all authorized signatures), Federal W-4 and New York State IT-2104 forms, and any other required forms. Any information received after the last date of employment in the district will not be processed for the payment of the service increment.

Article 26. Promotions

Whenever an opportunity for promotion or a job opening occurs in other than a temporary situation, a notice of such openings shall be publicized by means of periodic bulletins and/or postings on the employee bulletin board in each building or department.

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Such postings shall be for a period not less than five (5) work days, stating the job classification, wage scale and qualifications. Notice shall be sent to the association president.

Article 27. Transfers

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. This application shall state the reason for the requested transfer.

An employee must, within five (5) days of a known vacancy, submit his written request for a transfer.

Article 28. Seniority

The board and the association recognize the importance of seniority as evidence of extended and faithful service and agree that seniority shall be a consideration in all promotions or work opportunities that may be considered as promotions. However, the board and the association agree that specific qualifications and ability for the position must have priority in making appointment to positions.

If an employee ceases his employment in the district and at a subsequent time is re-employed by the district, he forfeits all seniority privileges.

Employees in the competitive class are laid off in accordance with Civil Service law and rules.

The following procedures will be followed in the event of a layoff of non-competitive or labor class unit members:

1. Part-time, provisional, probationary, and then permanent employees will be laid off in inverse order of seniority, according his/her Civil Service title.
2. Laid off unit members will be placed on a Preferred Eligible List (PEL) for two (2) years. There shall be two separate lists, one for full -time employees and one for part-time employees.
3. Upon resignation or expiration of two years, or refusal to accept any position upon recall, the unit member's name shall be removed from the PEL.
4. Temporary, seasonal, and substitute positions are not eligible for these lay-off provisions.

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Article 29. Jury Duty

Unit members summoned to report for jury duty will be paid their normal wages while serving in this capacity. Unit members, upon request, will provide documentation, as provided by the court, for their required days and hours of attendance.

Article 30. Physical Examinations

As per Education and Civil Service Law, if any unit member is required by the Superintendent of Schools to take a physical examination as a condition of continued employment, the cost of such examination shall be borne by the school district. Such examination shall be performed by the school physician. If an employee elects to use the services of another physician, the expense to the school district shall be limited to the school physician's regular school physical charge.

Article 31. Emergency Closing

- A. All full-time employees are expected to report to work during a superintendent's declared emergency closing day. Anyone who works during an emergency day will be paid at the time and one-half rate for all hours worked.

If an employee is unable to report to work because of the emergency situation, they must notify the Director of Building and Grounds, or his/her designee, and they will not be paid for that day. Employees who are unable to report to work on a superintendent's declared emergency closing day may use a personal, vacation, or floating holiday to cover their absence for that day.

This does not apply to any employee who has pre-approved the use of a vacation, personal, or sick day, or any other leave.

- B. Full-time employees reporting to work and who are sent home by the Director of Building and Grounds shall be paid at their regular hourly rate for the day. Any employee contacted by the Director of Building and Grounds, or his/her designee, who is told to not report to work will receive straight time pay for the designated period of time during the superintendent's declared emergency closing.
- C. Full-time employees reporting to work and who are assigned work by the Director of Buildings and Grounds, after an emergency closing has been declared, shall be paid time and one-half for the hours actually worked and straight time for the remainder of their regular shift.
- D. All snowplowing performed on days when school is closed due to weather conditions shall be compensated at two times the employee's regular rate..

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Article 32. Lunch Arrangements

If an employee is required to work during their scheduled lunch break by the school principal or Director of Buildings and Grounds, they will be allowed to take an equivalent lunch period that day.

Article 33. School Calendar

After the school calendar has been formally adopted by the Board of Education, copies will be transmitted to the association.

Article 34. Longevity

2002-03 Contract year

Longevity increments shall be granted to all members of the unit as follows:

- After completion of 10 years in the district - \$100
- After completion of 15 years in the district - \$200
- After completion of 20 years in the district - \$500
- After completion of 25 years in the district - \$300
- After completion of 30 years in the district - \$400

Each eligible unit member will continue to receive the longevity payment throughout the remainder of his/her service with the district until June 30, 2003.

Unit members who have received the 22 year longevity increment in the former contract and have not completed 25 years of service with the district as of July 1, 1999, will receive a longevity increment equal to \$200 at the completion of 25 years of service.

2003-04 Contract year

A. All longevity paid in the 2002-03 contract year will be added into the unit member's base hourly wage prior to the 2003-04 wage adjustment using the following method of conversion:

Conversion of lump sum to hourly distribution:

1. All unit members who had completed 10 years in the district as of July 1, 2002 will have \$0.05 added to their 2002-03 base hourly wage prior to their 2003-04 wage adjustment.
2. All unit members who had completed 15 years in the district as of July 1, 2002 will have \$0.14 added to their 2002-03 base hourly wage prior to their 2003-04 wage adjustment.
3. All unit members who had completed 20 years in the district as of July 1, 2002 will have \$0.38 added to their 2002-03 base hourly wage prior to their 2003-04 wage adjustment.

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4. All unit members who had completed 25 years in the district as of July 1, 2002 will have \$0.53 added to their 2002-03 base hourly wage prior to their 2003-04 wage adjustment.
 5. All unit members who had completed 30 years in the district as of July 1, 2002 will have \$0.72 added to their 2002-03 base hourly wage prior to their 2003-04 wage adjustment.
- B. All previous lump sum payments for longevity will end as of July 1, 2003.

New longevity awards

Beginning July 1, 2003, new longevity shall be granted to members of the unit as follows:

1. After completion of 10 years in the district as of June 30 - \$0.05 per hour added to their base hourly wage, after the wage adjustment, at the start of the next contract year.
2. After completion of 15 years in the district as of June 30 - \$0.09 per hour added to their base hourly wage, after the wage adjustment, at the start of the next contract year.
3. After completion of 20 years in the district as of June 30 - \$0.24 per hour added to their base hourly wage, after the wage adjustment, at the start of the next contract year.
4. After completion of 25 years in the district as of June 30 - \$0.15 per hour added to their base hourly wage, after the wage adjustment, at the start of the next contract year.
5. After completion of 30 years in the district as of June 30 - \$0.19 per hour added to their base hourly wage, after the wage adjustment, at the start of the next contract year.

Article 35. Temporary Assignments

An employee who is temporarily assigned to a more responsible position (i.e., cleaner to building custodian) will receive, after five (5) work days in this assignment, a pay differential of six (6) percent increase in his/her current hourly rate of pay.

Article 36. Schooling

Since the purpose of taking education courses is the desire to perfect skills by knowledge gained through such courses, the district should continue to encourage and award credit for such courses on the following basis:

- A. Courses must have prior written approval as to content and hours by the Superintendent of Schools or his designee. Only job-related courses will be approved.

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- B. The unit member must present written verification from the college or school that the course was satisfactorily completed.
- C. On those occasions where courses of instruction are necessary for an employee to satisfy licensing requirements, and such licensing is a state mandate for the employee to function in his job assignment (example: obtaining a license as a Stationary Engineer), the district assumes the cost of the tuition for the course, not to exceed \$100. For other approved courses, the district will pay 50% of the tuition fee at a maximum amount of \$75.00. This payment will be a one-time payment only and is not incorporated into the employee's salary.
- D. All employees within the unit may be required by the nature of their work responsibility to obtain a license or certification. Such licensure or certification may include but not be limited to:

NYS Dept. of Health Pool & Spa Operator's Certification
DEC Pesticide Applicator's License
Monroe County Boiler Operator's License
NYS DMV Commercial Driver's License
NYS Dept. of Labor & Dept. of Health Asbestos Inspector's Certification
NYS Dept. of Labor & Dept. of Health Asbestos Management Planner's Certification

Article 37. Salary

- A. The following salary schedules, detailing hourly wages, will be used for all unit members.

CLEANER

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Level 1	\$8.37	\$8.50	\$8.63	\$8.76
Level 2	\$8.56	\$8.68	\$8.81	\$8.95
Level 3	\$8.73	\$8.88	\$9.00	\$9.14
Level 4	\$8.86	\$9.05	\$9.21	\$9.33
Level 5	\$9.00	\$9.19	\$9.38	\$9.55
Level 6	\$9.15	\$9.33	\$9.53	\$9.73
Off level	+3.7%	+3.7%	+3.7%	+3.7%

CUSTODIAN, COURIER, and GROUNDS

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Level 1	\$10.16	\$10.31	\$10.46	\$10.62
Level 2	\$10.38	\$10.54	\$10.69	\$10.85
Level 3	\$10.69	\$10.76	\$10.93	\$11.09
Level 4	\$11.01	\$11.09	\$11.16	\$11.33
Level 5	\$11.34	\$11.42	\$11.50	\$11.57
Level 6	\$11.70	\$11.76	\$11.84	\$11.93
Off level	+3.7%	+3.7%	+3.7%	+3.7%

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HEAD GROUNDS and MAINTENANCE MECHANIC II

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Level 1	\$13.21	\$13.41	\$13.61	\$13.81
Level 2	\$13.49	\$13.70	\$13.91	\$14.11
Level 3	\$13.90	\$13.99	\$14.21	\$14.42
Level 4	\$14.32	\$14.41	\$14.51	\$14.74
Level 5	\$14.76	\$14.85	\$14.94	\$15.05
Level 6	\$15.20	\$15.31	\$15.40	\$15.49
Off level	+3.7%	+3.7%	+3.7%	+3.7%

MAINTENANCE MECHANIC I

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Level 1	\$14.04	\$14.25	\$14.46	\$14.68
Level 2	\$14.34	\$14.56	\$14.78	\$15.00
Level 3	\$14.77	\$14.87	\$15.10	\$15.33
Level 4	\$15.21	\$15.32	\$15.42	\$15.66
Level 5	\$15.67	\$15.77	\$15.89	\$15.99
Level 6	\$16.14	\$16.25	\$16.35	\$16.48
Off level	+3.7%	+3.7%	+3.7%	+3.7%

- B. For the 2002-03 contract year only: New employees hired after final ratification of this contract will be paid \$0.50 less per hour than the agreed upon entry level hourly wage during their six month probationary period. This probationary wage reduction will not continue beyond June 30, 2003.
- C. Effective upon ratification, for the purposes of administration of the salary schedule, a promotion shall be defined as a change to another Civil Service title with an equal or higher rate of pay at the first step of the appropriate salary schedule. When an employee is promoted to another title, they will be placed on the lowest salary schedule step for that title which would give them an increase in their hourly rate. If the employee is promoted to a title where they are off-the-schedule, they will receive a \$400 increase in their annualized salary or 2% increase in their previous hourly rate, whichever is greater.
- D. Effective upon ratification, the district will provide the president of the association with a notice for each new employee at the time of hiring that includes their name, address, phone number, Civil Service title, and assignment. The district will note previous work experience, or other determining factors, if the new employee's rate of pay is higher than step 2 on the appropriate salary schedule and higher than an existing employee with the same Civil Service title.
- E. Night cleaners in charge and building custodians shall be granted the minimum in-charge money the first year and an increase each year thereafter until the maximum is reached.
- The payment of additional in-charge and night cleaner amounts shall be based upon satisfactory employee performance and the recommendation of the Director of Buildings and Grounds.

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Night Cleaner in Charge (NCIC) Stipend

2002-03 School Year

	Year 1	Year 2	Year 3	Year 4
Elementary	\$400	\$500	\$500	\$600
District Office	\$400	\$500	\$500	\$600
Middle School	\$700	\$850	\$900	\$1,000
High School	\$700	\$850	\$900	\$1,000

Effective July 1, 2003

The Night cleaner in charge is required to work night hours in the summer and during recess periods, if needed.

	Year 1	Year 2	Year 3	Year 4*	Year 5*	Year 6
Elementary	\$400	\$500	\$500	\$600	\$700	\$800
District Office	\$400	\$500	\$500	\$600	\$700	\$800
Middle School	\$700	\$850	\$900	\$1,000	\$1,100	\$1,200
High School	\$700	\$850	\$900	\$1,000	\$1,100	\$1,200

* Current NCIC who are at step 4 in 2002-03 will move to Step 5 on July 1, 2003

Building Custodian Stipend (all years of contract)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Elementary	\$400	\$500	\$600	\$700	\$750	\$750
District Office	\$400	\$500	\$600	\$700	\$750	\$750
Middle School	\$500	\$600	\$700	\$800	\$900	\$1,000
High School	\$500	\$600	\$700	\$800	\$900	\$1,000

→ Effective July 1, 2003: Each building custodian will receive an additional stipend equal to \$50 per full-time cleaner assigned to their building on July 1st of each year (including pro-rated amount of \$50/FT for part-time cleaners).

→ Effective July 1, 2003: Each building custodian with a pool/spa license will receive an additional stipend of \$250 when assigned to a building with a pool.

F. Night Shift Differential -- \$.25 per hour

This stipend only applies to regular 4- and 8-hour shifts for contract night cleaners whose night shift begins after 2:00 p.m. [3:30 p.m.]

Overtime work at the end of the day shift for day contract employees is not included.

Regular day contract employees are not eligible for this stipend regardless of their starting time.

Unit members receiving the snow plowing double-time rate do not also receive the night shift differential.

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Article 38. Probationary Period

The probationary period for unit members shall be determined by the Rules and Regulations of the Monroe County Civil Service Commission (Rule XVI, 1/90). The current Civil Service rule details a probationary period not less than eight (8) weeks or more than twelve (12) months. Any future change to the length of the probationary period made by the Civil Service Commission will immediately apply.

Article 39. Overtime

If an employee is directed to work beyond forty (40) hours per week, he/she shall be compensated at time and one half for each hour beyond the forty, or the employee shall have the option to accrue compensatory time at 1-1/2 hours for each hour worked beyond the forty (40). Each employee shall be permitted to accrue to a limit of 24 hours of compensatory time. Compensatory time will be taken at a time that does not conflict with the district's operations and requires written approval of the employee's immediate supervisor and final approval by the Director of Buildings and Grounds. Unused compensatory time at the end of the work year (June 30) will be compensated at the employee's regular hourly rate.

Each unit member is required to accept overtime work as required by the Director of Building and Grounds. The Director of Buildings and Grounds will make all reasonable efforts to provide unit members with sufficient, preferably 72 hours, advance notification of overtime assignment. In the event that no unit members volunteer for overtime work for a required activity, the necessary overtime work will be assigned, on a rotating basis, by the Director of Buildings and Grounds.

Article 40. Merit Increment

2002-03 Contract year

Employees currently receiving Merit pay will continue to receive their current amount as an annual stipend but it will not be part of the employees base salary. The stipends will not be increased by annual raises.

July 1, 2003

All merit paid in the 2002-03 contract year will be added into the unit member's base hourly wage prior to the 2003-04 wage adjustment using the following method of conversion:

Total merit paid in 2002-03 divided by 2,088, rounded to the nearest cent

This article will be removed from the successor agreement for this contract.

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Article 41. Direct Deposit

Effective January 1, 2000, all unit members will be required to enroll in the district's direct deposit program. One hundred (100) percent of the employee's net paycheck will be deposited into any of the banks and/or credit unions which are members of the New York Automated Clearinghouse, an ACH participant. No unit member will receive a separate paycheck.

Article 42. Performance Evaluation

First year employees shall be evaluated in writing three times during their first year. Two evaluations will occur during the new employee's first six (6) months on the job. All others shall be evaluated once prior to October 31 of each year and again prior to April 30 of the school year.

The written evaluations shall be made by the employee's immediate supervisor and reviewed by the Director of Buildings and Grounds. Following the evaluation, a conference will be held with the employee and the supervisor to review that employee's performance. A further conference may be held with the employee, the Director of Buildings and Grounds, and the employee's immediate supervisor.

The employee shall receive a copy of the evaluation after the evaluation conference with the employee's immediate supervisor. Unit members shall have the right to attach written comments and have a copy of said comments included in the unit member's personnel file.

The evaluation of performance shall not be subject to grievance procedures of this contract.

Evaluation System

A. Purposes

1. To provide an analysis of an employee's strengths and areas for improvement.
2. To provide a means of achieving performance improvement and individual development.
3. To provide an incentive for growth in job performance.
4. To provide data for needed in-service training and personnel decisions.

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B. Procedures

The performance of each unit member shall be rated for each of the performance criteria on the Performance Evaluation Form (Appendix D) with respect to his/her job description.

Article 43. Job Posting and Appointments

- A. Whenever the District experiences a permanent vacancy in a unit position or creates a new unit position, the same shall be posted for a period not to exceed ten days.
- B. Positions posted in accordance with the above shall not be filled by a temporary appointment beyond the legally allowed period as prescribed by New York State Civil Service law.

Article 44. Termination of Non-competitive and Labor Class Employees

- 1. A non-probationary unit member who is terminated and does not qualify for disciplinary proceedings under Section 75 of Civil Service Law shall have the opportunity to meet with the Assistant Superintendent of Schools.
- 2. The purpose of the meeting will be to provide the terminated employee an opportunity to explain their version of the events leading to their termination.
- 3. Such meeting shall be scheduled upon the written request of the terminated employee. This written request must be received by the Assistant Superintendent for Human Resources within three (3) working days after termination. The meeting must be scheduled within five (5) working days after receipt of the written request.
- 4. The meeting will be attended by the terminated employee, the Assistant Superintendent of Schools, and the Director of Facilities, or his/her designee. The terminated employee may request to have an association officer attend the meeting. The Assistant Superintendent may request another district representative to attend the meeting.

Article 45. Call Back Time

If a unit member is called back to work by his supervisor or the Director of Facilities, the district shall guarantee a minimum of two (2) hours paid overtime.

Plant Operations and Maintenance

Article 46. Smoke-Free Environment

As per Board of Education Policy 5640, smoking is not permitted on the grounds or in the buildings or vehicles owned by the Spencerport Central School District.

Article 47. Attendance Incentive

In each year of the agreement, an employee will receive a bonus for attendance based on the prior year's record, according to the following schedule:

<i>No sick leave used in prior year:</i>	<i>Following Year</i>
<i>Full-time, 12 month to receive</i>	<i>\$150.00</i>

In order to qualify for the incentive, unit members must be employed for a full year's duration (12 month, July 1 to June 30).

This benefit will be provided by the last pay period of September for unit members.

Article 48. Work Week

For payroll purposes the work week for Buildings and Grounds staff runs Sunday through Saturday.

All unit members employed by the District prior to April 23, 2003, who remain in their current Civil Service title will have a work assignment of Monday to Friday unless:

- A. they volunteer to be assigned to a work shift that includes Saturday and/or Sunday, or
- B. they accept a promotion to a different Civil Service title with a posted work shift that includes Saturday and/or Sunday.

HIGH SCHOOL

Effective April 23, 2003, the District may post and fill new and unencumbered positions based at the High School with a work assignment for any five days of the seven day week (as an example: Monday night, Tuesday night, Thursday night, Friday night and Saturday day).

MIDDLE SCHOOL

Effective April 23, 2003, the District may post and fill one new or unencumbered position based at the Middle School with a work assignment for any five days of the seven day week (as an example: Monday night, Tuesday night, Thursday night, Friday night and Saturday day). Effective January 1, 2004, the District may post and fill one additional new or unencumbered position based at the Middle School with a work assignment for any five days of the seven day week (as an example: Monday night, Tuesday night, Thursday night, Friday night and Saturday day).

Plant Operations and Maintenance

GROUNDS DEPARTMENT

Effective April 23, 2003, the District may post and fill new or unencumbered Ground Equipment Operator positions with a work assignment for any five days of the seven day week (as an example: Monday, Tuesday, Thursday, Friday and Saturday) if there are five unit members in the Grounds Department (not counting the Courier) with a work assignment following the traditional five-day work week (Monday to Friday).

Article 49. Duration of Agreement

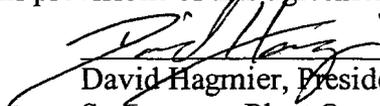
This agreement shall be effective from July 1, 2002, and continue in force and effect until June 30, 2006, or until a successor agreement is reached.

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.

The provisions of this agreement supersede all conflicting policies and directives of the Board of Education and may be changed only through mutual agreements of the board and the association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor agreement.

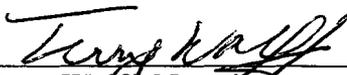
APPROVED: Dated this 23rd day of April, 2003

All provisions of this agreement, unless otherwise noted, are retroactive to July 1, 2002.



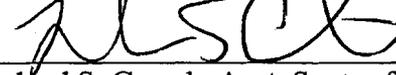
David Hagnier, President
Spencerport Plant Operations and Maintenance Association

6/27/03
date



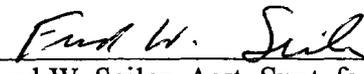
Terry Wolff, Negotiator
Spencerport Plant Operations and Maintenance Association

6-26-03
date



Michael S. Crumb, Asst. Supt. of Schools
Spencerport Central School District

6/26/03
date



Fred W. Seiler, Asst. Supt. for Business
Spencerport Central School District

6/26/03
date



Phillip W. Langton, Superintendent of Schools
Spencerport Central School District

6/26/03
date

Spencerport Plant Operations and Maintenance Performance Evaluation

Name _____ Title _____

Supervisor _____ Date of Hire _____

Term of Evaluation _____ Date _____

Evaluate the employee for each category and provide written comments to inform the employee of their evaluation.

	<u>Superior</u> Consistently performs above good work standard	<u>Good</u> Consistently performs above satisfactory work standard	<u>Satisfactory</u> Consistently meets work standard	<u>Needs Improvement</u> Needs to improve specific duties that are below standard	<u>Unsatisfactory</u> Not meeting minimum work standard
--	---	--	---	---	--

Attendance

Begins work on time, in attendance comparable to department norm, works effectively until finishing time

Comments _____

Quality of Work

Accuracy, thorough, economy of materials, consistent work

Comments _____

Work With Others

Works as a team player, friendly with co-workers and users of school facilities/grounds

Comments _____

Initiative

Works with minimal supervision, assumes responsibility for completing tasks, self-starter

Comments _____

Productivity

Economy of time, productive output

Comments _____

**Spencerport Plant Operations and Maintenance
Performance Evaluation**

Name _____ Date _____

	<u>Superior</u> Consistently performs above good work standard	<u>Good</u> Consistently performs above satisfactory work standard	<u>Satisfactory</u> Consistently meets work standard	<u>Needs Improvement</u> Needs to improve specific duties that are below standard	<u>Unsatisfactory</u> Not meeting minimum work standard
--	---	---	---	--	--

Works Safely

Follows all safety guidelines, uses safety equipment when warranted

<input type="checkbox"/>					
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Comments _____

Overall Evaluation

<input type="checkbox"/>					
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Comments _____

Supervisory Plan for Improvement

Issue	Work/Training Plan	Follow Up Date(s)
-------	--------------------	-------------------

(Attach an additional sheet, if necessary)

Employee Comments:

(Attach an additional sheet, if necessary)

Date presented to employee for review _____

Date Supervisor discussed with employee _____

Supervisor signature date

Employee signature date

Director of Buildings and Grounds date

Signing this evaluation does not indicate that the employee agreed with the ratings or comments, only that the employee had the opportunity to review this document with their supervisor.

