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Contract Database Metadata Elements

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Buildings and Grounds Association (2003)**

Employer Name: **Honeoye Falls-Lima Central School District**

Union: **Honeoye Falls-Lima Buildings and Grounds Association**

Local:

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AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS of the
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT and the
HONEOYE FALLS-LIMA BUILDINGS AND GROUNDS ASSOCIATION
For the period from
July 1, 2003 through June 30, 2007

34 Employees

PREAMBLE

IT IS HEREBY UNDERSTOOD AND AGREED, that the Agreement between the Superintendent of Schools of the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Buildings and Grounds Association for the period from July 1, 2003 through June 30, 2007:

W I T N E S S E T H:

ARTICLE I
RECOGNITION

- A. The District hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed as defined in subparagraph C hereof.
- B. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act Section 208(2).
- C. The bargaining unit is defined as all full-time and part-time employees of the Buildings and Grounds Department, including mechanics, custodians, cleaners, grounds-persons, and couriers. The Supervisor of Buildings and Grounds and other supervisory personnel included in the grievance procedure are excluded as members.

ARTICLE II
NEGOTIATION PROCEDURES

- A. Only the mandatory terms and conditions of employment, as defined by law and rules of PERB, shall remain in effect until altered by mutual agreement by the parties. Upon written request of either party to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request.
- B. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives be clothed with all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
- C. The Association shall have the right, upon request, to see and copy (at no expense to the District), during regular working hours of the District Business Office, any public financial and budgetary information of the District. Further, both parties shall furnish each other, upon request, all other available information pertinent to the issues under consideration.
- D. Copies of the final agreement shall be distributed to all unit members on the first day of school in September or four weeks after its execution, whichever date is later. Unit members who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract. The Employer will supply the Association President with 25 additional copies of this agreement.

ARTICLE III
GRIEVANCE PROCEDURE

- A. A grievance is a claim by a bargaining unit member or a group of unit members that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- B. The grievant will first take the matter up informally and in writing with his/her immediate supervisor. The grievant may be accompanied by a representative of his/her choice. Such informal contact must be made within twenty (20) workdays of the event or occurrence giving rise to the claimed grievance. Within five (5) work days after written grievance is presented to the supervisor, he or she shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee.
- C. After the supervisor's written response, and if the majority of the members of the Association present at a meeting find the grievance to be meritorious it must be presented in writing to the Superintendent of Schools from the President of the Association within the next 15 work-day period. Information as to the nature of the grievance and its resolution shall be available to the Association.

- 1 D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the
 2 President of the Association to the President of the Board of Education at the District Office within the
 3 next 10 work-day period. The Board of Education shall hold a hearing on the grievance within the next
 4 30-day period. Within 10 workdays after the conclusion of the hearing, the Board of Education shall
 5 render a decision in writing on the grievance.
- 6 E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the
 7 decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the
 8 Board of Education within fifteen (15) work days after receiving the Board of Education's decision.
- 9 F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its
 10 rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- 11 G. Each party shall be responsible for costs of its own representation and presentation and the parties
 12 share equally arbitrator's fees and cost of the meeting room, if any.
- 13 H. Since it is important to good relationships that grievances be processed as rapidly as possible, every
 14 effort will be made by all parties to expedite the process. The time limits specified for either party may
 15 be extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at
 16 one stage is not appealed to the next stage of the procedure within the time limits specified, the
 17 grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 18 I. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party,
 19 the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior
 20 to the end of the school term or as soon thereafter as is possible.

ARTICLE IV REMUNERATION

- 25 A. **Salary Plans:** Unit members shall receive base wage increases during the term of this agreement as
 26 follows:

2003-04 hourly increase	2004-05 hourly increase	2005-06 hourly increase	2006-07 hourly increase
4.2%	4.2%	4.0%	4.0%

27 The minimum starting wage for the following categories will be as follows:

Cleaner	\$6.75
Custodian	\$9.00
Lead (Head) Custodian	\$9.50
Driver/Messenger	\$7.50
Mechanic I (new)	\$12.00
Mechanic II	\$10.00
Grounds Equipment Operator	\$8.25
Seasonal Grounds Keeper (new)	\$7.00

28 There shall be a differential for additional responsibilities for the following designated leaders:

Custodian Leader	\$.50 per hour above hourly rate
Mechanic & Grounds Leader	\$.50 per hour above hourly rate

- 31 B. **Salary Checks:** All twelve (12) month employees will be paid in twenty-six (26) installments from July
 32 through June. All ten (10) month employees will be paid in twenty-one (21) installments from
 33 September through June. Night shift personnel will be permitted to receive their paychecks the evening
 34 before their regularly scheduled payday.
- 35 C. **New Bargaining Unit Members:** New bargaining unit members who have been employed for at least
 36 six months as of July 1 following the commencement of service will receive the applicable base wage
 37 increase as of July 1. New bargaining unit members who have not been employed for at least six
 38 months as of July 1 following the commencement of service will receive one half the applicable base
 39 wage increase as of July 1.
- 40 D. **Longevity:** A 20-year longevity payment of \$350 and a 25-year longevity payment of \$450 will be paid
 41 to unit members who have been employees in the District in the Buildings and Grounds Department for
 42 over 20 and 25 years.
- 43 E. **Shift Differential:** Shift differential will be paid at the rate of \$.65 per hour in 2003-2004, \$.75 per hour
 44 in 2004-2005, and \$.85 per hour in 2005-2006 and 2006-2007 to all regular full-time employees (except
 45 employees functioning as snow plow operators) on those days and for those hours when the employees
 46 start work at or after 3:00 p.m. and before 10:00 p.m. Shift differential will be paid at the rate of \$.75 per
 47 hour in 2003-2004, \$.85 per hour in 2004-2005, and \$.95 per hour in 2005-2006 and 2006-2007 to all
 48 regular full-time employees (except employees functioning as snow plow operators) on those days and
 49 for those hours when the employees start work at or after 10:00 p.m. and before 6:00 a.m. Shift
 50 differential pay will be applied to vacation and holiday pay for those who work at least 250 days on a
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differentiated schedule. Shift differential will be paid to any Buildings & Grounds employee who is designated as a night shift employee if they are asked to work days during recesses or while filling in for people going on vacation who are day shift employees. However, any employee that volunteers to go on day shift will not receive the shift differential. Any unit member asked to work a second continuous shift will be paid double time for the second shift if it exceeds four hours. The District will make every attempt not to assign a woman to work alone in a building at night.

F. **Rate of Pay for Vacation Days:** Pay for vacation days will be paid at the highest regular hourly rate of pay received during the preceding 52 weeks, excluding any overtime or special pays.

G. **Overtime:** Overtime is granted upon prior approval of the Business Manager to bargaining unit members at one and one-half times their regular rate of pay. Double time will be paid for Sunday. Overtime is considered to be any time in excess of forty (40) hours per week. The District will make every attempt to assign overtime to unit members assigned to the building. The District will make every attempt to assign overtime to unit members assigned to the building.

H. **Snow Plowing:** Snowplow operators will be designated and assigned through the Maintenance section of the Department. An operator may be sent home before the end of his/her regular shift at the discretion of the supervisor. When snowplow operators are working prior to the start of their regular shift they shall receive overtime (one and one-half regular rate) for such time. Overtime will be paid for snow plowing work on Saturdays and Sundays. Double time will be paid for snow plowing work on Sundays and observed legal holidays, including floating holidays, as scheduled by the District. Snow plowing assignments are exempt from the minimum call-in pay provisions of Article VI, Section C "Saturday, Holiday and Call-In Pay." If an operator is sent home before his/her regular shift ends on a day that he/she has plowed, the District will pay the operator and regular days' wages plus the overtime wage for the plowing time prior to the start of the regular shift. This section does not apply to part-time employees. Snowplow operators will receive a longevity payment yearly to be paid in the final salary check of the contract year. The amount of the longevity payment will be \$350 in 2003-2004, \$360 in 2004-2005, \$370 in 2005-2006 and \$380 in 2006-2007.

I. **Rate of Pay for Substitute Employees:** On the 21st day of continuous service in the same position a substitute employee will be paid shift differential and overtime at the agreed upon rate and conditions described in Section E-Shift Differential, and Section G-Overtime.

J. **Shift Realignment:** In the event the District realigns work shifts by changing the starting and ending time by more than two hours, the District agrees to bid all cleaner shifts beginning with the most senior cleaner.

K. **Standby/On-Call Pay:** Unit members required to carry a beeper, pager or telephone during off-duty hours and who are to be available for immediate recall shall be paid an annual stipend of \$750 in 2003-2004, \$760 in 2004-2005, \$770 in 2005-2006 and \$780 in 2006-2007 for being on standby/on-call status. The District shall designate not fewer than three nor more than five unit members to share standby/on-call status. The District shall designate not fewer than three nor more than five unit members to share standby/on-call duties and shall assign such duties equitably among those so assigned. Payment of the standby/on-call stipends will be made one-half in December and one-half in June of each year.

L. **Tuition Payments:** The District will pay for the cost of attending pre-approved work-related seminars or classes outside of regular work hours. Pay will include the member's hourly rate of pay during class time and a mileage allowance at the Board approved rate for travel to and from the class site, if the location is other than a Honeoye Falls-Lima School District facility.

**ARTICLE V
DUES DEDUCTIONS**

The District shall deduct from the wages or salaries of Association members and remit to the Association Treasurer the regular membership dues or other authorized deduction with a list of names from whom deductions were authorized by employees who have signed authorization forms directing such deduction or deductions. Dues deduction for twelve (12) month employees will be withheld in twenty-six (26) installments. NYSUT Benefit Trust deductions will be allowed in the automatic payroll deduction.

**ARTICLE VI
CONDITIONS OF EMPLOYMENT**

A. **Weather Closings:** School closings are declared by the Superintendent. When weather conditions require the closing of school for students, unit members will report to work if road conditions permit. Unit members may be assigned to a different location at their job level. Reporting members will work their regular hours with shift differential applied for hours worked after 3:00 p.m. A unit member may choose not to report to work on such days when road conditions are marginal. A unit member who does

not choose to work on such days shall be charged one day of sick leave. Employees not covered by the sick leave provision will not be paid for absence on days school is closed due to weather conditions. Where a unit member is affected by a state of emergency declaration that forbids driving of a personal automobile, the unit member will be permitted to be absent from work without any loss of pay or loss of leave allowance.

B. **Emergency Closings:** Emergency closings are declared by the Superintendent. When emergency conditions require the closing of school, unit members will report for work. Unit members may be assigned to a different location at their job level.

C. **Saturday, Holiday and Call-In Pay:** When an employee is scheduled to work other than regular hours the rate of pay will be: regular overtime (time and a half) for Saturday; double time for Sunday; and double time for holidays, with a minimum of four hours of work guaranteed. Unit members called after completing their regular shift, but not less than four hours before their next regular shift, shall be paid a minimum of two hours at double time. Unit members required to work on a holiday are entitled to double time for the hours worked plus regular time for the paid holiday.

D. **Snow Plow Operators:** The provisions of A above do not apply to unit members when performing as snowplow operators. Snowplow operators are not required to report when roads are closed by local law enforcement in the area where the employee lives or in the district.

E. **Lead Cleaner:** The District may annually designate unit members as lead cleaners to perform such duties as securing and locking up, seeing that cleaning assignments are completed, communicating with head custodian at beginning and end of shifts, making sure that necessary supplies are available, being available as necessary to users of buildings in the evenings and to call the custodian when necessary. A unit member designated as lead cleaner will be paid \$.80 per hour differential for hours actually worked.

F. **Retirement:** Membership in New York State Employees' Retirement System - Improved Career Retirement Plan under section 75-i with Unused Sick Leave (section 41-j) and the Minimum Death Benefit (section 60-b) provisions is required and/or available to bargaining unit members.

G. **Credit for Unused Sick Days:** An eligible bargaining unit member who is retiring, after 10 years or more of service within the District, will be granted a service raise equal to \$20 for every unused sick day accumulated up to and during his/her final year of service. Normally, the retiring bargaining unit member must file a notice of intent to retire from the District six months in advance of the anticipated date of retirement. Only in unusual and generally unforeseen circumstances, such as sudden illness, change in family status, the unit member may file the notice of intent in less than the required six months. Payment will be made in one lump sum and included in the last check issued by the District prior to retirement.

H. **Vacations:** All 52 week bargaining unit members hired after September 1 will receive credit for one day of paid vacation for each month worked up until June 30. This vacation time becomes effective July 1 of the next fiscal year. During years one through five of continuous service, an employee shall have 10 vacation days. Additional days of vacation will be granted after the fifth year of service by years of service as follows:

After five-years of continuous service - 5 additional days for a total of 15 days.

After twelve years of continuous service - 10 additional days for a total of 20 days.

After twenty years of continuous service - one additional day per year to a maximum total of 25 days.

Regardless of when a bargaining unit member commences work the first year, his/her period of work will be counted as one whole year toward service time, except employees hired after February 1st will not receive a whole year credit for a partial year's work.

All unit members will be automatically allowed to carry over five unused vacation days from one year to the next. The Superintendent will consider requests to carry over unused vacation time from one year to the next because of unusual circumstances. All requests must be made in writing to the Superintendent by no later than May 1st.

I. **Holidays:** All 52 week bargaining unit members are eligible for fourteen (14) legal holidays to be fixed by the Superintendent in accordance with the general and school calendars.

J. **Employee Pay and Pro-ration of Benefits:** All bargaining unit members are entitled to participate in the benefits provided herein on a pro-rated basis determined as outlined below. For the purpose of unit definition, a full-time employee is defined as an employee regularly employed for 52 weeks per year and working 35 or more hours per week. All other employees within the bargaining unit are classified as part-time employees and they are paid at their normal rate and for the hours worked.

52 Week Personnel	35 or more hours per week	All benefits.
52 Week Personnel	More than 28 but less than 35 hours per week	All benefits but pro-rationing of 75% of Hospitalization Insurance, Sick Leave, Vacations

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2 38 Weeks but less 20 Hours or more per week and Holidays.
3 than 52 weeks All benefits except Vacations,
4 and Holidays, and pro-ration of
5 50% of Hospitalization
6 All other Personnel Insurance and Sick Leave.
7 Pro-rationing became effective July 1, 1977. No benefits.
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11 **ARTICLE VII**
12 **EVALUATION AND JOB SECURITY**

13 A. **Evaluation/Personnel Files:**

- 14 1. The work performance of all unit members shall be evaluated annually. Newly hired employees
15 will be evaluated at two months and six months after the month of hire.
16 2. Unit members shall, upon request, be given a copy of any evaluation report prepared by their
17 supervisor.
18 3. Unit members shall review each evaluation and attest to his/her review of the evaluation by
19 affixing his/her signature to a copy for the file. Unit members shall also have the right to submit a
20 written response within 30 days of their review of the evaluation with their immediate supervisor
21 for attachment to the evaluation. Said evaluation shall be placed in a unit member's personnel file
22 upon his/her refusal to affix his/her signature with notation by the supervisor to that effect.
23 4. A unit member shall have the right to review the contents of his/her personnel file and, from the
24 date of this contract, copies of any material added to the personnel file will be provided for the unit
25 member, at the request of the unit member, with the exception of recommendations of a
26 confidential nature. The unit member will have the right to attach any written statement about any
27 such materials added to the file.

28 B. **Seniority:**

- 29 1. DEFINITION: Seniority is defined as the length of an employee's continuous service from the date
30 of regular employment within the bargaining unit.
31 2. FILLING VACANCIES:
32 (a) All position openings shall be posted for five (5) days prior to the time that the District
33 takes action to fill the position.
34 (b) Unit members who apply will be given first consideration before the application of non-unit
35 members is considered.
36 (c) If two or more unit members apply for the same vacancy, the District will consider
37 qualifications and seniority of unit members in selecting an individual for a vacancy.
38 3. LAYOFF: Layoff or necessary reduction in work hours shall be by seniority within each job
39 classification beginning with the least senior employee.
40 4. RECALL: Unit members caught in a layoff will be recalled in reverse order of layoff.

- 41 C. **Discharge:** Employees of the competitive classification are entitled to the hearing as set forth in Article
42 75 of the Civil Service Law. Non-competitive class employees who are terminated are entitled to appeal
43 to the Chief School Officer and have the termination reviewed by him.
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45 **ARTICLE VIII**
46 **LEAVES OF ABSENCE**

47 A. **Paid Leaves of Absence**

- 48 1. **Sick Leave:** The employer will grant a total of 15 days of sick leave for the first year and 20 days
49 thereafter to all eligible bargaining unit members each year of employment, cumulative until a
50 maximum of 250 days is reached. For bargaining unit members hired after the school year
51 begins, sick leave will be paid on a pro-rated basis determined by the number of months worked
52 as a percentage of the fiscal year. A physician's verification of illness may be required by the
53 Superintendent if the Superintendent has reason to believe the sick leave provision is being
54 abused. After an employee has accumulated 250 sick days the District will buy back up to 15
55 days yearly at \$35.00 per day. Such payment would be included in the first salary check of
56 August.
57 2. **Personal Leave:** An eligible bargaining unit member is granted two (2) days personal leave per
58 year for the following reasons:
59 Legal obligations
60 Religious obligations
61 Family obligations

The applicant shall state personal leave as the reason for the request and shall submit the request in writing five (5) days in advance whenever possible prior to the date for which the leave

is being requested. This leave shall not apply to the day before and the day after a holiday or vacation. Special requests for additional personal days can be submitted to the Superintendent by route of the immediate supervisor and will be determined on a case by case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day or days should not be considered precedent for the granting of other requests.

- 3. **Death in Family:** Upon approval of the Superintendent of Schools, eligible bargaining unit members will be granted four (4) days of leave with full pay during each school year for the purpose of bereavement upon each death of a member of the employee's family and close relatives, and spouse's family and close relatives. For purpose of this section, four (4) days shall mean four (4) work days. Such leave shall not be cumulative and shall not be charged against sick leave.
- 4. **Family Illness or Emergency:** Eligible bargaining unit members will be granted a maximum of three (3) days leave with full pay during each school year because of serious illness in his/her immediate family (mother, father, husband, wife, children). The foregoing paid family illness leaves shall be charged against and deducted from the above stated sick days annual leave allowance, to the extent necessary, and any accrued paid leave balance. One of the days granted in this section may be used for personal leave.
- 5. **Professional Leave:** Any bargaining unit member may be granted professional leave on the recommendation of the Superintendent with pay and with reimbursement for reasonable expenses incurred.
- 6. **Jury Duty:** Time off shall be granted for jury duty when a unit member is called for such duty. This time off shall be with pay except that the unit member shall return to the District the per-diem rate paid to him/her for such duty. It is understood by the parties that moneys paid to the unit member for expenses incurred in the performance of said jury duty shall not be claimed by the District or returned to them.

B. Unpaid Leaves of Absence

- 1. **Parental Leave:** Parental leave will be granted to bargaining unit members in recognition of both the needs of the unit members and the needs of the District. Ordinarily, a parental leave will extend for at least a calendar year after the birth or adoption of the bargaining unit member's child. The maximum period of such leave will be determined after consultation with the bargaining unit member, the attending physician (for childbirth), the Supervisor of Buildings and Grounds, and the Superintendent. Among the factors considered are the recommendation of the bargaining unit member's physician (for childbirth), and the time of the school year. Credit for increments on the salary schedule will not be allowed for years in which more than one-half (1/2) of the year is covered by parental leave without pay. Application for parental leave must be filed with the Superintendent, for final action by the Board of Education.
- 2. **Personal Leave:** Leave of absence without pay may be granted up to one year for personal reasons at the sole discretion of the Board, in accordance with Monroe County Civil Service law.
- 3. **Military Leave:** A military leave for a unit member who enlists in the National Guard or who has been drafted or enlists into the Armed Forces of the United States and/or who is required to serve brief periods of service or training as a military reservist shall be treated in accordance with applicable federal and state laws.

**ARTICLE IX
HEALTH INSURANCE**

Commencing July 1, 2004 the District will provide to unit members the health insurance plans offered by the Rochester Area School Health Plan 2 (RASHP2), which will include an optical rider that provides an annual examination with a fifteen-dollar co-pay. Unit members previously enrolled in Blue Choice or Preferred Care plans will be required to switch enrollment to the most nearly equivalent RASHP2 plan effective July 1, 2004. Unit members who voluntarily switch enrollment to a less expensive RASHP2 option effective July 1, 2004 (for example, "Extended" or "Comprehensive" to "Select" or "Value") will be paid a one-time bonus equal to one-half the difference in cost between the two plans realized by the District on its share of the annual premium in effect at the time. The bonus will be paid in payroll during the 2004-05 school year. This District's share of the annual premium for a unit member who voluntarily switches to a lower cost plan will thereafter be based on the lower cost plan even if the unit member afterwards switches back to a higher cost plan.

RASHP2 is currently authorized through June 30, 2006. If RASHP2 is continued beyond June 30, 2006 with the same or substantially equivalent product lines, RASHP2 plans will remain the base plans offered by the District for the duration of this Agreement. If RASHP2 is discontinued after June 30, 2006, or if the features of RASHP2 plans are modified so that they are not substantially equivalent to or

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better than corresponding community-rated plans, the District will be required to maintain substantially equivalent coverage for unit members by offering enrollment in corresponding community-rated plans. Unit members will be required to contribute the following shares of the annual premiums of the plans in which they are enrolled:

- 2004-05 – 5%
- 2005-06 – 7.5%
- 2006-07 – 10%

The District agrees to pay for the cost of the above health insurance program for unit members who retire from the District under the New York State Employees Retirement System, subject to Article III, Section J, Employee Pay and Pro-ration of Benefits, according to the following:

- 15 years of District service 50% of premium cost
- 20 years of District service 75% of premium cost
- 25 years of District service 100% of premium cost.

This coverage shall extend to the spouse of a deceased retired unit member until remarriage or becoming otherwise insured.

Compensation insurance is carried on all employees. In the event of an accident covered by Compensation Insurance, occurring while engaged in school duties, an employee will be paid the difference between allowance under compensation awarded and his or her regular salary. NO COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence due to accidents sustained while in gainful employment of others or while self-employed.

**ARTICLE X
LIFE INSURANCE**

The District will provide a \$50,000 life insurance policy for all eligible unit members. This benefit will be over and above any such coverage provided for in the pension program.

**ARTICLE XI
MEDICAL REIMBURSEMENT/FLEXIBLE SPENDING FUND**

A. **Medical Reimbursement Fund:** All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District shall contribute as follows:

- 2003-2004 \$585
- 2004-2005 \$700
- 2005-2006 \$750
- 2006-2007 \$800

B. **Flexible Spending Account:** The District will offer all unit members, effective January 1, 1993, the option of participating in a flexible benefits plan (Internal Revenue Code, section 125) with the dependent care option.

**ARTICLE XII
SAVINGS CLAUSE**

In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void and unenforceable, such decision shall not affect any of the other conditions of this Agreement, which shall continue to be in full force and effect.

**ARTICLE XIII
PROVISIONS REQUIRED BY LAW**

A. 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

B. This agreement shall be deemed to include any and all other language and provisions required by law, and is not intended to modify or abrogate any of the duties of either party required by law.

**ARTICLE XIV
ASSOCIATION USE OF FACILITIES**

The Association shall be permitted to use District facilities as it has in the past. In a year when the District is on a contingency budget, the Association shall use the facilities under the same terms and conditions as any other District organization when such use begins after 6:00 p.m.

**ARTICLE XV
REPRISALS**

There shall be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or participation in any of its activities.

**ARTICLE XVI
MISCELLANEOUS**

Unit members will not be assigned to student supervision duty without the prior knowledge of the Director of Buildings and Grounds.

ENTIRE AGREEMENT

The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties. Any terms and conditions of employment or benefits provided prior to the effective date of this Agreement are hereby rescinded, and all terms and conditions of employment and benefits provided are governed by the terms of this Agreement.

IN WITNESS WHEREOF, we hereunto set our signatures this 11th day of May, 2004.

Dated: May 11, 2004

Jack Dayton, President
Honeoye Falls-Lima Buildings and Grounds Association

Dated: May 11, 2004

Diane E. Reed, Superintendent
Honeoye Falls-Lima Central School District

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