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AGREEMENT

between

SUPERINTENDENT OF SCHOOLS

**Spencerport Central School District
Spencerport, New York**

and

SPENCERPORT MECHANICS ASSOCIATION

July 1, 2007 - June 30, 2010

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AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS
Spencerport Central School District
Spencerport, New York
and
SPENCERPORT MECHANICS ASSOCIATION

ARTICLE 1 - RECOGNITION

The Spencerport Central School District recognizes the Spencerport Mechanics Association as the exclusive bargaining unit for all Head Auto Mechanics, Senior Auto Mechanics and Mechanics Helpers.

ARTICLE 2 - 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 3 - MANAGEMENT RIGHTS

The District retains the right to:

- a) manage its business and services; and
- b) direct the work force, including the location of its operations, the number of workers, the business and services rendered, the methods and processes used in its operations; and
- c) determine whether and to what extent the work required in operating its business and services shall be performed by unit members; and
- d) maintain order and efficiency in its operations including the right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; and
- e) schedule unit members.

ARTICLE 4 - PROBATIONARY PERIOD

The probationary period for unit members shall be in accordance with the Rules and Regulations of the Monroe County Civil Service Commission, Rule XVI.

ARTICLE 5 - LUNCH & BREAKS

All full time unit members are entitled to a one-half hour (non-paid) lunch break and two 15-minute breaks (paid).

ARTICLE 6 - 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 7 - PHYSICAL EXAMINATIONS

The district will provide an annual physical examination of the same type and at the same time bus drivers are examined by the school district's physician. This examination shall be performed at no cost to the unit member.

ARTICLE 8 - IDENTIFICATION CARD

The district shall provide, without cost to the unit member, an identification card that will include a photo and pertinent personal data for use by the unit member in representing the district. The photo identification will be updated once every three (3) years.

ARTICLE 9 - SCHOOLING

On those occasions when instructional classes cannot be held during the work day and are offered after the normal work day that are pertinent to the mechanic's job responsibility, with the prior recommendation of the Director of Transportation and prior written approval of the Assistant Superintendent for Business, the district shall reimburse the mechanic for attendance at such classes at time and one-half (1 1/2) the mechanic's hourly rate of pay.

ARTICLE 10 - UNIFORMS

Uniforms consisting of a pair of work pants and shirt shall be supplied through laundry service by the school district. This service shall consist of eleven (11) complete uniforms to be available on a rotating basis through the laundry. The service will provide one uniform for wearing, five at laundry, and five laundered at the garage.

ARTICLE 11 – SAFETY SHOES AND WINTER WEAR

1. All unit members are required to wear safety shoes when on the job.
2. 2007-08 School Year

The District will reimburse each unit member for the purchase of safety shoes to a maximum of \$225 in the 2007-08 school year.

A receipt of purchase shall be submitted to the Director of Transportation and approved by the Assistant Superintendent for Business for payment.

3. Effective July 1, 2008 and each contract year thereafter:

The District will reimburse each unit member for the purchase of safety shoes and winter wear to a maximum of \$300 per contract year.

Receipts for purchases shall be submitted to the Director of Transportation and approved by the Assistant Superintendent for Business for payment.

4. Effective all years of the agreement

Unit members resigning (including retirement) on or after July 1st will receive a pro-rated shoe/winter wear allowance based on their resignation date. As an example, a unit member resigning on March 31st would receive 75% of the allowance. If the resigning unit member has already been reimbursed for more than the pro-rated amount of the allowance, an adjustment will be made in the unit member's last payroll.

Unit members hired after July 1st will receive a pro-rated allowance based on their start date. The allowance will be paid to unit members no later than 60 days after submission of their receipt(s) of purchase.

ARTICLE 12 - TOOL ALLOWANCE

1. The District will reimburse for tool purchases to a maximum of \$525 per contract year for all years of the agreement.
2. Unit members resigning (including retirement) on or after July 1st will receive a pro-rated tool allowance based on their resignation date. As an example, a unit member resigning on March 31st would receive 75% of the tool allowance. If the resigning unit member has already been reimbursed for more than the pro-rated amount of the tool allowance, an adjustment will be made in the unit member’s last payroll.
3. Unit members hired after July 1st will receive a pro-rated tool allowance based on their start date. The tool allowance will be generally paid to unit members no later than thirty (30) days after submission of their receipt of purchase.

ARTICLE 13 - VACATION

All twelve-month full-time unit members will earn one vacation day for each full calendar 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. Vacation days may be used when earned.

All twelve-month 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
6-10	15
11-15	20
16	21
17	22
18	23
19	24
20 and over	25

Unused vacation time for twelve-month full-time unit members may be accumulated to a maximum of five (5) days with the written approval of the Superintendent of Schools. These days must be used in the following year.

Any unit member who is laid off, discharged, retired or separated from the District for any reason prior to taking his/her vacation, shall be compensated for their vacation time as follows:

1. Unit members who did not receive vacation days in their first contract year in the district 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 day per full month employed to a maximum of ten days) for the next contract year.
2. Unit members who received vacation days in their first contract year 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 14 - HOLIDAYS

All fifty-two week employees, under contract, who work 20 hours or more shall be paid for all holidays. The following days will be recognized and observed as paid holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas Eve Day
Monday of Spring Break	Veterans Day ¹	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve Day

The same holidays apply to all years of this agreement.

2007-08: Two (2) floating holidays to be taken individually with the approval of the Director of Transportation. Floating days shall not be taken as a group.

Effective July 1, 2008: Three (3) floating holidays to be taken individually with the approval of the Director of Transportation. Floating days shall not be taken as a group.

ARTICLE 15 - SICK LEAVE, ILLNESS IN FAMILY AND BEREAVMENT

A. Sick Leave:

1. Unit members will be credited with all previously accumulated sick leave, and shall accrue additional sick days as follows:
2. All twelve-month full-time unit members will earn .625 sick days per payroll period, with a maximum accrual of 15 sick days per contract year, cumulative to 200 days.
3. The District and Association will meet to discuss the distribution of sick leave should there be more than twenty-four (24) payroll periods in a twelve-month contract year (July to June).
4. 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 a unit member leave the employ of the district and has been advanced 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 use any form of collection to recover the salary equivalent for the advanced sick leave.
5. A unit member who has exhausted his/her sick time allowance as per 2. and 4. above, may apply to the Superintendent of Schools for additional sick leave and upon his/her recommendation the request may be forwarded to the Board of Education. The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness, including doctor's verification. The granting or denial of additional sick leave is at the sole discretion of the Board of Education.

B. Illness in Family:

¹ Martin Luther King Day will be observed instead of Veterans Day in the 2007-08 contract year.

A three-day emergency leave, which does not affect the accumulated sick leave, shall cover necessary absence from duty because of illness of a member of the immediate family of the unit member. Immediate family is defined as husband, wife, brother, sister, daughter, son, parents, parents of the unit member's spouse and individuals for whom the unit member is the legal guardian. Special requests will be considered by the Superintendent of Schools or his/her designee.

The Superintendent of Schools, or designee, reserves the right to request and receive supporting documentation for any illness of a family member, including doctor's verification.

C. Bereavement Leave:

1. The district shall provide each unit member with up to three days paid absence for a death in the family. Family shall consist of mother, father, son, daughter, sister, brother, husband, wife, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother-in-law, grandfather-in-law, legally adopted child, individuals for whom the unit member is the legal guardian, or relative having the unit member's house as a regular place of abode.
2. Bereavement leave of one (1) day shall be granted for the death of a near relative or close associate.
3. A unit member may request of the Superintendent of Schools and may be granted additional bereavement days due to extenuating circumstances.

ARTICLE 16 - WORKERS COMPENSATION

- A. Any unit member who is injured on the job shall notify his/her immediate supervisor. It is expected that the unit member 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 Transportation, or his/her designee, to submit the form on the unit member's behalf.

The unit member 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.

- B. Only the doctor can make the determination, in writing, if a unit member cannot work or when he/she can return to work. No one else, including the unit member, can make that determination.
- C. When a unit member 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 unit member is out of work for more than 14 calendar days, the reimbursement begins at day one with no waiting period.
1. Once the unit member has exceeded the waiting period (the first five (5) workdays or seven (7) calendar days), it is the unit member'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, and vacation days (the unit member will instruct the District on which type of leave(s) they will use).
2. When the unit member returns to work, the unit member 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 unit member has received prior payment through payroll using available leave time, the district, after receiving payment from the workers' compensation provider, shall restore to the unit member sick leave equal in value to the payment amount received. The district will prepare, if prior calendar year reimbursement, the appropriate adjustments to the unit member's W-2 and provide a corrected W-2 within 30 days.

ARTICLE 17 - PERSONAL DAYS

- A. 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 unit members hired on or before December 31 will receive one (1) personal day, non-cumulative, after six months of continuous employment (not counting unpaid leaves of absence) and two (2) days at the start of the next contract year.

New unit members hired after December 31 will receive two (2) days, non-cumulative, after six months of continuous employment (not counting unpaid leaves of absence) and two (2) days at the start of the next contract year after their initial six months of continuous employment.

- B. The "Absence Request/Authorization" form must be submitted in writing to the Assistant Superintendent of Schools via the immediate supervisor five (5) days before the date requested. The unit member must state the specific reason for requesting a personal day. Requests will be considered that arise as a result of an emergency.

All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding personal days shall be final and not grievable.

Personal days are to be used only for personal business that cannot be conducted outside the normal workday. Personal days may also be taken for necessary travel time 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 following is a list of possible examples but is not intended to be inclusive:

1. Legal business.
2. Family business such as graduation in the immediate family or own graduation, taking a child to a college for an interview and visitation.
3. Taking a member of the immediate family to or from a hospital.
4. To be at the hospital on the day of an operation on a member of the immediate family.
5. Personal nature.
6. Emergencies requiring personal attention.
7. Medical appointments which cannot be scheduled outside the workday.

If the reason is not listed above, the unit member must state the specific reason for review by the Assistant Superintendent of Schools, before approval.

Normally, requests for personal days will not be approved for the day before or the day after a holiday. A unit member may submit a special request for personal leave on the day before or day after a holiday. Special requests will be submitted to the Assistant Superintendent of Schools via the immediate supervisor and will be determined on a case-by-case basis with a view to the particular circumstances involved. Under these circumstances, unit members may not cite "personal nature" as reason for requesting personal leave (that is, the reason given must be more specific). The granting or denial of a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding personal days shall be final and not grievable.

Special requests for additional personal days will be submitted to the Assistant Superintendent of Schools via 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 a personal day under this section shall not be considered precedent for the granting of other requests. All decisions rendered by the Assistant Superintendent of Schools, or his/her designee, regarding additional personal days shall be final and not grievable.

- C. 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.

ARTICLE 18 - FAMILY AND MEDICAL LEAVE ACT

The district will apply the Family and Medical Leave Act of 1993 to those unit members entitled to coverage under the act to the extent the contract does not contain provisions covered by the act. In the event the contract contains provisions covered by FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains a provision covered by FMLA that is in conflict with FMLA, the act will apply. A copy of the FMLA will be available for review in the district's main administrative offices.

ARTICLE 19 - LEAVE OF ABSENCE

After one (1) year of continuous service, the Board of Education may, at its discretion, grant leaves of absence without pay. Such leaves are of a maximum of one (1) year duration.

An application for such leave must be submitted to the Board of Education via the immediate supervisor and the Superintendent of Schools.

Such a recipient will not be entitled to any fringe benefits (sick leave, health insurance, advancement on salary schedule, etc.). However, a recipient may continue to participate in the district's health insurance plan upon payment of the full premium(s).

A written intent to return must be submitted to the Superintendent of Schools no later than six (6) months prior to the expiration of the leave.

ARTICLE 20 - HEALTH INSURANCE

1. Active unit members

All twelve-month full-time unit members will be eligible to enroll in any of the medical, dental and vision plans offered by the district. The cost sharing for medical, dental and vision insurances is detailed below.

A. Dental Insurance

The District shall be responsible for seventy-five (75) percent of the monthly premium for the district's dental plan, the employee shall be responsible for the remaining twenty-five (25) percent.

B. Vision Insurance

The District shall be responsible for seventy-five (75) percent of the monthly premium for the district's vision plan, the employee shall be responsible for the remaining twenty-five (25) percent.

C. Medical Insurance

1. For unit members employed by the District before January 23, 2008 as a Head Auto Mechanic, Senior Auto Mechanic or Mechanics Helper.
 - a. Effective July 1, 2007, the District will make monthly contributions for medical insurance as detailed in the 2002-2007 collective bargaining agreement between the Association and the District.
 - b. Effective February 1, 2008, the District will make a monthly monetary contribution for medical insurance equal to 85% of the premium for BluePoint2 Select.
 - c. Effective July 1, 2008, the District will make a monthly monetary contribution for medical insurance equal to 80% of the premium for BluePoint2 Select.
 - d. Effective February 1, 2008, the unit member may apply the District's monthly monetary contribution towards the premiums of any District offered medical insurance plan available to unit members; not to exceed the percentage paid by the District for BluePoint2 Select. The District will contribute an additional 5% towards the monthly premium for BluePoint2 Value as long as it does not exceed the District's monthly monetary contribution. (Example: if the District is paying 80% of the BluePoint2 Select premium, the District will pay 85% of the BluePoint2 Value premium if the dollar amount does not exceed the District's monthly monetary contribution.)
2. For unit members first hired by the District on or after January 23, 2008 as a Head Auto Mechanic, Senior Auto Mechanic or Mechanics Helper.
 - a. Effective January 23, 2008, the District will make a monthly monetary contribution for medical insurance equal to 85% of the premium for BluePoint2 Value.

b. Effective January 1, 2009 and every January 1st thereafter, the District will increase their previous year's monetary contribution for medical insurance as follows:

i. If the consumer price index (CPI) provided by the State Education Department (SED) in December is less than the percentage increase for the monthly premium of BluePoint2 Value in January:

The District will increase their monthly monetary contribution for medical insurance by the consumer price index (CPI) provided by the State Education Department (S.E.D.). In addition, the difference between the percentage increase for the monthly premium of BluePoint2 Value and the S.E.D. CPI will be shared equally by the District and the unit member. (Example: the monthly premium for BluePoint2 Value increases by 7% and the S.E.D. CPI is 3% - the District will increase their previous year's monetary contribution by 3% and half of the remaining 4%, for a total increase on the previous year's monetary contribution of 5%.)

ii. If the percentage increase for the monthly premium of BluePoint2 Value in January is less than the consumer price index (CPI) provided by the State Education Department (S.E.D.) in December:

The District will increase their monthly monetary contribution for medical insurance by the percentage increase for BluePoint2 Value. (Example: the monthly premium for BluePoint2 Value increases by 5% and the S.E.D. CPI is 7%. The District will increase their previous year's monetary contribution by 5%.)

iii. The maximum unit member contribution will not exceed 30% of the monthly premium for BluePoint2 Value.

c. The unit member may apply the District's monthly monetary contribution towards the premiums of any District offered medical insurance plan available to unit members; not to exceed the percentage paid by the District for BluePoint2 Value.

D. Opt-Out of Insurance Coverage

Active unit members may elect not to be covered by the various Spencerport Central School District health insurance programs to which the district contributes a premium under the following conditions and circumstances:

1. The opt-out provision is voluntary and will be provided to unit members eligible for benefit coverage. Unit members must elect the opt-out option during the annual open enrollment period. Additionally, new hires will be provided the opportunity at time of employment to participate in this benefit.
2. Unit members who are eligible to opt out of the district health plans for which they are eligible for coverage, shall receive the payment described below in two checks, one half in June and one half in December of each calendar year (prorated for less than a full year).

<u>Coverage</u>	<u>Family Plan Payment</u>	<u>Single Plan Payment</u>
-----------------	--------------------------------	--------------------------------

Dental insurance	\$55	\$22
Vision insurance	\$11	\$6
Medical (1 unit member opting out)	\$1,000	NA
Medical (2 unit members opting out)	\$1,250	NA
Medical (3 or more unit members opting out)	\$1,500	NA

3. This benefit also applies to unit members who have previously elected to not participate in the health insurance plans
4. Unit members who elect to opt out must demonstrate that they have medical insurance coverage.
5. A unit member who loses their other health coverage during the year and has opted out of the District plan and wishes to re-enter must make immediate written request to the District human resources office and will be readmitted to the plan in accordance with the rules and regulations of the carrier. A unit member who returns to the District plan during the course of any school year will only be entitled to a prorated amount of the option payment for the time the employee was not in the plan. If a unit member returns to a District plan, the opt-out amounts for other unit members who have opted-out will be adjusted accordingly.

E. 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.

F. Benefits shall not be provided for the survivors of active unit members.

G. Active unit members can only be enrolled in one medical plan.

2. Retired Unit Members

A. Individuals employed by the District as a unit member prior to January 23, 2008:

- i. The district shall pay the same percentage of the single or unit member/spouse premium for the district’s medical, dental and vision insurance plans at the co-payment rate it was contributing immediately prior to retirement for retiring unit members who have completed twenty (20) consecutive full-time years of service in the district, and are retiring from the district, and have applied and are eligible for retirement benefits from the New York State Employees Retirement System at the time of retirement from the District.

If an employee, who has completed fifteen (15) years of full-time service in the district, is disabled as a result of medical disability, the district will pay for the district's health insurance premiums, as outlined in this section (2A).

The retired unit member may apply the equivalent dollar amount towards any of the available medical insurance plans, not to exceed the percentage paid by the District for BluePoint2 Select (or an additional 5% towards the monthly premium for

BluePoint2 Value as long as it does not exceed the District's monthly monetary contribution.)

Retired unit members owing money to the District for health insurance premiums will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill plus interest (12% APR) and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the retired unit member may re-enroll at the next open enrollment period.

Benefits shall not be provided for the survivors of retired unit members.

- ii. When first Medicare eligible, Medicare Part B will be the retiree's primary carrier for medical insurance. The District's contribution for medical insurance will be equal to the same percentage paid for BluePoint2 Select on the retired unit member's last day of employment immediately prior to retirement as applied to the premium for Medicare Blue Choice (w/ 40% drug co-pay). (Example, if the District was paying 80% of the BluePoint2 Select premium for active unit members on the unit member's last day of employment prior to retirement, the District would pay 80% of the Medicare Blue Choice (w/ 40% drug co-pay) premium for eligible retired unit member when first Medicare eligible.)

The retired unit member may apply the equivalent dollar amount towards any of the available medical plans not to exceed the percentage paid by the District for Medicare Blue Choice (w/ 40% drug co-pay) as applied to the premium for the plan selected by the retired unit member.

Retired unit members owing money to the District for health insurance premiums will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill plus interest (12% APR) and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the retired unit member may re-enroll at the next open enrollment period.

Benefits shall not be provided for the survivors of retired unit members.

B. Individuals first employed by the District as a unit member on or after January 23, 2008:

- i. The District will provide a monthly monetary contribution equal to 50% of the single or employee/spouse premium for BluePoint2 Value on the unit member's last day of employment until first Medicare eligible for retiring unit members who have completed twenty-five (25) consecutive full-time years of service in the district, and are retiring from the district, and have applied and are eligible for retirement benefits from the New York State Employees Retirement System at the time of retirement from the District.

If an employee, who has completed fifteen (15) years of full-time service in the district, is disabled as a result of medical disability, the district will pay for the district's health insurance premiums, as outlined in this section (2B).

The District's monetary contribution in retirement will be established on the eligible unit member's last day of employment and will not increase in the future.

The retired unit member may apply the equivalent dollar amount towards any of the available medical insurance plans, not to exceed 50% of the premium.

Retired unit members owing money to the District for health insurance premiums will be billed semi-annually or annually. Retired unit members will be billed no less than 30 days prior to the due date. Those failing to submit their payment prior to the due date will be assessed a late fee equal to 10% of the bill plus interest (12% APR) and provided with notice that coverage will be terminated if their payment is not received within 30 days of the due date. Should a retired unit member's coverage be terminated, the retired unit member may re-enroll at the next open enrollment period. The language in this section applies to all retired unit members.

Benefits shall not be provided for the survivors of retired unit members.

- ii. The District's monetary contributions in retirement will end when the unit member is first Medicare eligible.

ARTICLE 21 - RETIREMENT PROVISIONS

A. New York State Retirement

All full-time unit members are required by State Law to join the NYS Employees Retirement System. Part-time unit members may elect to join the 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 became members 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.

- B. When an employee retires from the district, has completed at least ten (10) years of contract service in the mechanics unit, 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 as follows:

<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
181-200 days	\$23
161-180 days	\$22

141-160 days	\$21
Up to 140 days	\$20

A unit member who has collected this benefit under another collective bargaining agreement in the district is ineligible for this benefit.

- C. Applies to all eligible employees: 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 four months prior to the employee's intended retirement date. In the event that the employee rescinds their notice of retirement five 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 Service Increment will be distributed to retiring unit members within 30 days after their retirement date.

Effective January 23, 2008, pursuant to regulations established by the Internal Revenue Service, the service increment will be distributed to retiring unit members as an employer paid 403b contribution. Retiring unit members will be invited to meet with a District representative prior to their retirement date to discuss the available options for the distribution. In the event alternate methods of distribution are desired by either party during the term of this agreement, the Association and District must agree to any changes.

ARTICLE 22 - SALARY

The previous contract year's hourly wage for all unit members employed by the District on June 30, 2007 will be increased as follows:

- a. 2007-08 school year – 3.8%
- b. 2008-09 school year – 3.7%
- c. 2009-10 school year – 3.6%

ARTICLE 23 - CALL BACK & OFFICIAL EMERGENCY DAYS

A. If a mechanic is called back to work from his/her home, the district will guarantee a minimum of two (2) hours paid overtime.

B. Superintendent's Declared Emergency Closing

1. All unit members are expected to work during a district-wide superintendent's declared emergency closing. Only work performed during the period of time for the declared emergency will be paid at the rate of time and one half.

If a unit member is unable to report to work because of the emergency situation, they must notify the Director of Transportation, or their designee, and they will not be paid for that day. Unit members 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. If the unit member does not have any of these leave times available, they may make up the missed time by the end of the next pay cycle.

If an employee arrives late, they may make up the missed time by the end of the pay cycle.

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

2. All unit members reporting to work and who are sent home by the Director of Transportation, or their designee, shall be paid at their regular hourly rate for the day. Any unit member contacted by the Director of Transportation, or their 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.
3. Unit members will not be expected to report for duty when the Monroe County Executive has declared no travel except for emergency vehicles. No deduction of salary, leave time or compensatory time will be made if this should occur. This does not apply to any unit member who has pre-approved the use of a vacation, personal, or sick day, or any other leave.
4. An Emergency Day is defined for the purposes of this article as the time when the total District is closed by the Superintendent of Schools due to snow and/or ice.

ARTICLE 24 - LONGEVITY

A longevity increment shall be paid to all unit members at the completion of ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service respectively in the school district. Increments shall be paid in the last pay period in September in the school year following the completion of service. Increments shall be as follows:

1. After completion of ten (10) years - \$300
2. After completion of fifteen (15) years - \$700
3. After completion of twenty (20) years - \$1,100
4. After completion of twenty-five (25) years - \$1,500

The increments will continue in succeeding years. Longevity increments shall not be retroactive.

ARTICLE 25 - ATTENDANCE INCENTIVE

In each year of the agreement, unit members will receive a one-time bonus for attendance based on the prior year's record, according to the following schedule:

	<u>Paid in Following Year</u>
No sick leave used in prior school year	\$100

In order to qualify for the incentive, unit members must be employed for a full year's duration. This benefit will be provided in the last pay period in September for the unit member.

ARTICLE 26 - PAYROLL DISTRIBUTION

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, Sunday or legal holiday, payment will be made on the last business day prior to the 15th.

The District may unilaterally change to bi-weekly 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 bi-weekly payroll schedule no less than forty-five (45) days before the change.

ARTICLE 27 - PAYROLL DEDUCTIONS

The school district shall make payroll deductions authorized by the unit members for the following purposes in accordance with other provisions of this agreement. The Spencerport Mechanics Association agrees to hold the district harmless from any and all liabilities which may arise from making payroll deductions.

The payroll deductions include and are not limited to:

- a. Association dues
- b. Spencerport Federal Credit Union
- c. United Way
- d. Health insurance plans
- e. Tax sheltered annuities. Neither the district nor the Association will be held liable for the selection of the tax sheltered annuity (403) companies nor for errors in any calculations made by respective TSA companies.

ARTICLE 28 - DIRECT DEPOSIT

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

ARTICLE 29 - GRIEVANCE PROCEDURES

Section I. Declaration of Purpose

The relationship and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members 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 unit members, and by which the Board of Education (hereinafter referred to as the Board) and its unit members 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 Spencerport Mechanics Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- 2.2 The term Immediate Supervisor shall mean the Transportation Director.
- 2.3 Superintendent of Schools is the chief officer of the district.
- 2.4 Association shall mean Spencerport Mechanics 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 Mechanics Association.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances thereunder.
- 2.9 Board shall mean Board of Education.

Section III. Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of the law, 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.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of fact, conclusions and supporting reasons therefor. Each decision after the Informal Stage shall be promptly transmitted to the unit member.
- 3.3 If a grievance affects a group of unit members, it may be submitted by the Association directly at Stage I 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 Board of Education 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 party 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 unit member 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.
- 3.10 If any provision of this grievance procedure or any application thereof to any unit member or group of unit members 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/her 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 the written grievance is forwarded at the first available stage within five (5) work days after the unit member 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 limit 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.

Section V. Informal Stage

A unit member having a grievance will discuss it with the unit member's immediate supervisor with the objective of resolving the matter informally. If resolved, a record must show that this matter has been resolved.

5.1 Stage I. 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 unit member, his/her representative and the Association.

5.2 Stage II. Superintendent of Schools

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this grievance procedure, the unit member 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 unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage I with the Superintendent of Schools, within five (5) work days after the unit member has received such written decision. Copies of the written decision at Stage I 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 unit member 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 unit member, the Grievance Committee and its representative within five (5) work days or less after the conclusion of the hearing. The decision of the Superintendent of Schools shall be final.

ARTICLE 30 – MECHANIC HELPER AS SUBSTITUTE BUS DRIVER

The unit member filling the Mechanic Helper position is required within six months of employment to acquire and maintain full licensure to transport children on a school bus. When necessary, the Mechanic Helper may be asked to serve as a substitute bus driver and transport children on a school bus. When the Mechanic Helper is asked to serve as a substitute bus driver, the Mechanic Helper will be paid a wage differential for all time serving as a substitute bus driver that is equal to the difference between their current Mechanic Helper hourly wage and the