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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, 2010 – June 30, 2013

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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 entered into effective July 1, 2010 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, Maintenance Mechanic III (assigned to Grounds or High School), and Head Grounds Equipment Operators, Grounds Equipment Operators, and Couriers employed by said District.

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 unit members, mentioned in Article 2 above, have the right to join, or not to join the Association, and membership shall not be a prerequisite for employment or continuation of employment of any unit member.

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.
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).
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, the Superintendent of Schools and Board of Education for ratification.

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 unit members 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 - Joint Advisory Committee

The membership of the Joint Advisory Committee will include the Superintendent of Schools, or their 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 11 - 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 unit members, and by which the District 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 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 unit member 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.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of facts, conclusions and supporting reasons therefore. 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 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 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 their 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 twenty (20) 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, their 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. Stages

5.1 Stage 1 Informal

A unit member having a grievance will discuss it with the unit member's immediate supervisor with the objective of resolving the matter informally.

5.2 Stage 2 Director of Facilities

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director of Facilities. Within ten (10) work days or less after the written grievance is presented, the Director of Facilities shall render a decision thereon, in writing, and present it to the unit member, their representative and the Association.

5.3 Stage 3 Assistant Superintendent

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent. Within ten (10) work days or less after the written grievance is presented, the Assistant Superintendent shall render a decision thereon, in writing, and present it to the unit member, their representative and the Association.

5.4 Stage 4 Superintendent of Schools

- a. If the unit member 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 unit member shall, within ten (10) 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, than it will file a written appeal of the decision at Stage II with the Superintendent of Schools, within ten (10) work days after the unit member 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 their 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 their designee shall render a decision in writing to the unit member, the Grievance Committee and its representative within ten (10) work days or less after the conclusion of the hearing.

5.5 Stage 5 Arbitration

- a. After such hearing, if the unit member 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 12 - Salary

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

Cleaner

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Level 1	\$9.46	\$9.63	\$9.80
Level 2	\$9.63	\$9.79	\$9.97
Level 3	\$9.85	\$9.97	\$10.13
Level 4	\$10.08	\$10.19	\$10.32
Level 5	\$10.32	\$10.43	\$10.55
Level 6	\$10.56	\$10.68	\$10.80
Off-level	+3.5%	+3.5%	+3.5%

Custodian, Courier and Grounds

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Level 1	\$11.47	\$11.67	\$11.87
Level 2	\$11.66	\$11.87	\$12.08
Level 3	\$11.93	\$12.07	\$12.29
Level 4	\$12.22	\$12.35	\$12.49
Level 5	\$12.51	\$12.65	\$12.78
Level 6	\$12.80	\$12.95	\$13.09
Off-level	+3.5%	+3.5%	+3.5%

Maintenance Mechanic III (assigned to Grounds or High School)

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Level 1	\$13.11	\$13.34	\$13.57
Level 2	\$13.33	\$13.57	\$13.81
Level 3	\$13.64	\$13.80	\$14.04
Level 4	\$13.97	\$14.12	\$14.28
Level 5	\$14.30	\$14.46	\$14.61
Level 6	\$14.63	\$14.80	\$14.97
Off-level	+3.5%	+3.5%	+3.5%

Head Grounds and Maintenance Mechanic II

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Level 1	\$14.92	\$15.18	\$15.45
Level 2	\$15.17	\$15.44	\$15.71
Level 3	\$15.53	\$15.70	\$15.98
Level 4	\$15.90	\$16.07	\$16.25
Level 5	\$16.28	\$16.46	\$16.63
Level 6	\$16.65	\$16.85	\$17.04
Off-level	+3.5%	+3.5%	+3.5%

Maintenance Mechanic I

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Level 1	\$15.85	\$16.13	\$16.41
Level 2	\$16.13	\$16.40	\$16.69
Level 3	\$16.51	\$16.69	\$16.97
Level 4	\$16.89	\$17.09	\$17.27
Level 5	\$17.29	\$17.48	\$17.69
Level 6	\$17.70	\$17.90	\$18.09
Off-level	+3.5%	+3.5%	+3.5%

- B. For the purposes of administration of the salary schedule, a promotion shall be defined as a change to another Civil Service title within the Association with an equal or higher rate of pay at the first step of the appropriate salary schedule. When a unit member 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 unit member 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.

- C. The District will provide the president of the Association with a notice for each new unit member 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 unit member's rate of pay is higher than step 2 on the appropriate salary schedule and higher than an existing unit member with the same Civil Service title.
- D. 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 unit member performance and the recommendation of the Director of Facilities.

Night Cleaner in Charge (NCIC) Stipend

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	Year 7
Elementary	\$400	\$500	\$500	\$600	\$700	\$800	\$900
District Office	\$400	\$500	\$500	\$600	\$700	\$800	\$900
Middle School	\$700	\$850	\$900	\$1,000	\$1,100	\$1,200	\$1,300
High School	\$700	\$850	\$900	\$1,000	\$1,100	\$1,200	\$1,300

Building Custodian Stipend

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Elementary	\$400	\$500	\$600	\$700	\$750	\$750	\$850
District Office	\$400	\$500	\$600	\$700	\$750	\$750	\$850
Middle School	\$500	\$600	\$700	\$800	\$900	\$1,000	\$1,100
High School	\$500	\$600	\$700	\$800	\$900	\$1,000	\$1,100

Each building custodian will receive an additional stipend equal to \$50 per full-time unit member that they supervise who is assigned to their building on July 1st of each year (including pro-rated amount of \$50/FT for part-time unit members).

Each building custodian with a pool/spa license will receive an additional stipend of \$250 when assigned to a building with a pool.

Effective November 1, 2012, each cleaner at the middle school and high school who is designated as in-charge on Saturdays by the Director of Facilities or their designee will receive a wage differential of \$0.35 per hour for each Saturday hour worked.

- E. Snowplowing

Snow plowing conducted outside of the regular work day as directed by the Director of Facilities or their designee, will be paid at the rate of double time.

- F. Night Shift Differential -- \$.35 per hour

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

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

Regular day contract unit members 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.

Article 13 - Overtime

If a unit member is directed to work beyond forty (40) hours per week, they shall be compensated at time and one half for each hour beyond the forty, or the unit member shall have the option to accrue compensatory time at 1-1/2 hours for each hour worked beyond the forty (40). Each unit member 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 unit member's immediate supervisor and final approval by the Director of Facilities. Unused compensatory time at the end of the work year (June 30) will be compensated at the unit member'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 Facilities 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 Facilities.

Article 14 - Call Back Time

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

Article 15 - Temporary Assignments

- A. A unit member who is temporarily assigned by the Director of Facilities or designee to a more responsible position (i.e., cleaner to building custodian) will receive a pay differential of six (6) percent increase in their current hourly rate of pay for that day's work shift (half or whole day).
- B. A cleaner who is temporarily assigned by the Director of Facilities or designee the responsibilities of night-cleaner-in-charge will receive a wage differential of \$0.35 per hour for that day's work shift (half or whole day). This temporary assignment from cleaner to night-cleaner-in-charge is not considered a promotion.

Article 16 - Longevity

After the completion of 10, 15, 20, 25 and 30 years of service in the District as of June 30th, the following longevity awards will be added to the unit member’s base hourly wage, after the contractual wage adjustment, at the start of the next contract year.

After the completion of:	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
10 years	\$0.05	\$0.05	\$0.06
15 years	\$0.09	\$0.10	\$0.10
20 years	\$0.25	\$0.26	\$0.27
25 years	\$0.16	\$0.16	\$0.17
30 years	\$0.20	\$0.20	\$0.21

Article 17 – 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.

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
6-10	15
11-15	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

Since certain job classifications necessitate pre-planning of vacation schedules, the District reserves the right to grant vacation periods at times other than during the months of July and August. If the nature of the work makes it necessary to limit the number of unit members in a school, grounds department, or maintenance department on vacation at the same time, the unit member with the greater District seniority shall be given their choice of vacation period.

Requests for vacation in the next contract year will be submitted prior to May 15th and when possible, unit members' vacation requests will be honored. The vacation schedule will be made and posted by June 1. If new vacation requests occur after May 15th, they will be considered in the order they are received.

Vacation requests will be submitted to the unit members' immediate supervisor. They will then submit the requests to the Director of Facilities for 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 District.

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 their designee(s) for use during the following contract year.

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 unit member who is laid off, discharged, retired or separated from the District for any reason prior to taking their vacation, shall be compensated for the unused portions they have 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 18 - 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 Holidays</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.

When any of these holidays cannot 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

All fifty-two (52) week unit members with less than 20 years experience in the District shall receive four (4) floating holidays to be taken with the approval of the Director of Facilities, and not as a group, on a day school is not in session.

All fifty-two (52) week unit members with 20 or more years experience in the District will receive five (5) floating holidays to be taken with the approval of the Director of Facilities, 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 19 - Sick Leave

All unit members (12 months) will earn 0.625 sick days per payroll period, with a maximum accrual of 15 sick days per 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 a unit member 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.

A unit member who has exhausted their sick time allowance may apply to the Superintendent of Schools and upon their 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.

An electronic procedure (e.g., email or WinCap) may be used to record and verify unit members' use of sick leave.

Article 20 - 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 unit member. 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 legal resident of the unit member's household.

An electronic procedure (e.g., email or WinCap) may be used to record and verify unit members' use of illness in family leave.

Article 21 - Bereavement Leave

The District shall provide each unit member 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 legal resident of the unit member's household.

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 unit member's accumulated sick leave.

An electronic procedure (e.g., email or WinCap) may be used to record and verify unit members' use of bereavement leave.

Article 22 - 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 unit members 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 unit members 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 unit member 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 their designee regarding personal days shall be final.

Unused personal days in the previous contract year will be converted into sick days in the new contract year.

Article 23 - Military Leave

Military leave will be consistent with law and Board policy. Unit member absences for military duty shall be deemed a leave of absence and shall not constitute an interruption of employment. Consequently, unit members shall be reinstated to a position within the same certification area or title as soon as possible in accordance with applicable law.

Article 24 - 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 25 - Attendance Incentive

In each year of the agreement, a unit member 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>
12 month to receive	\$150.00

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 26 - Family Medical Leave Act

Leaves granted under the Family and Medical Leave Act (FMLA) of 1993 (as amended January 28, 2008) are unpaid leaves of absence. The District will apply the Family and Medical Leave Act to those unit members entitled to coverage or 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 will utilize their sick and personal 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 will utilize their family and personal days concurrently with the FMLA.

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

Article 27 - Maternity Leave/Child Care Leave

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

B. Maternity Disability Leave

A unit member who is to give birth may utilize her sick leave for the period of actual disability connected with the condition as certified by the unit member's physician. The days used will be deducted from the unit member'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 unit member 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 a unit member wishes to return to service prior to the expiration of a requested leave, the unit member shall provide the 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. A unit member 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 28 - Health Insurance

1. Active unit members

A. Eligibility for Benefits

All unit members will be eligible to enroll in any of the dental, vision and medical insurance plans offered by the district and available to unit members.

B. Cost Sharing of Premiums: July 1, 2010 to December 30, 2010

The District's rate of contribution for health insurance premiums will be as follows:

1. New SPOMA unit members hired on or after December 15, 2010

a. Initial rate of contribution:

Medical – the monetary equivalent of 75% of BluePoint2 Select.

Vision – 75% of the monthly premium for the district's vision plan.

Dental – 75% of the monthly premium for the district's dental plan.

b. First January 1st after the completion of four years of employment as a SPOMA unit member:

Medical – the monetary equivalent of 85% of BluePoint2 Value.

Vision – 75% of the monthly premium for the district's vision plan.

Dental – 75% of the monthly premium for the district's dental plan.

2. Unit members employed as a SPOMA unit member prior to December 15, 2010

Medical – the monetary equivalent of 85% of BluePoint2 Select.

Vision – 75% of the monthly premium for the district's vision plan.

Dental – 75% of the monthly premium for the district's dental plan.

C. Cost Sharing of Premiums: Effective January 1, 2011

The District's rate of contribution for health insurance premiums will be as follows:

1. New SPOMA unit members hired on or after December 15, 2010

a. Initial rate of contribution:

Medical – the monetary equivalent of 75% of BluePoint2 Value.

Vision – 75% of the monthly premium for the district's vision plan.

Dental – 75% of the monthly premium for the district's dental plan.

b. First January 1st after the completion of four years of employment as a SPOMA unit member:

Medical – the monetary equivalent of 85% of BluePoint2 Value.

Vision – 75% of the monthly premium for the district's vision plan.

Dental – 75% of the monthly premium for the district's dental plan.

2. Unit members employed as a SPOMA unit member prior to December 15, 2010

Medical – the monetary equivalent of 85% of BluePoint2 Value.

Vision – 75% of the monthly premium for the district's vision plan.

Dental – 75% of the monthly premium for the district's dental plan.

3. All unit members enrolled in a District medical insurance plan will receive a \$105 plan contribution as follows:

a. Effective January 1, 2011

i. Single \$37.50

ii. Two-person \$50.00

iii. Family/Family no spouse \$62.50

The §105 plan contribution will be distributed during the second half of the 2010-11 contract year.

The §105 plan contribution will be prorated based on date of enrollment or withdrawal.

b. Effective July 1, 2011

i. Single \$75

ii. Two-person \$100

iii. Family/Family no spouse \$125

Half of the §105 plan contribution will be distributed during the first half of the contract year and the remaining half will be distributed during the second half of the contract year.

The §105 plan contribution will be prorated based on date of enrollment or withdrawal.

D. Medical Insurance

1. Effective July 1, 2006, unit members (and retired unit members under the age of 65 on July 1, 2006) in the Spencerport Plant Operations and Maintenance Association will participate in the BluePoint2 medical insurance plans or any District offered medical insurance plans available to unit members.
2. Effective July 1, 2010 – December 31, 2010, the medical insurance plan on which the District's monetary contributions will be based for all unit members is BluePoint2 Select. The unit member may apply the District's monthly monetary contribution for medical insurance towards the premiums of any District offered medical insurance plan available to unit members; not to exceed the percentage paid by the District for the BluePoint2 Select medical insurance plan.
3. Effective January 1, 2011, the medical insurance plan on which the District's monetary contributions will be based for all unit members is BluePoint2 Value. The unit member may apply the District's monthly monetary contribution for medical insurance towards the premiums of any District offered medical insurance plan available to unit members; not to exceed the percentage paid by the District for the BluePoint2 Value medical insurance plan.
4. The level of benefits for the BluePoint2 Select medical insurance plan will not be less than the benefits of the corresponding community rated medical insurance plan (excluding guest memberships and out-of-network provision).

E. 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, 2010.

F. Flexible Spending Accounts

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.

G. Surviving Spouse

The aforementioned health insurance benefits shall not be paid for the survivors of any active unit members.

H. Loss of Coverage

Unit members who have elected to not participate in the District's health insurance plans because they are enrolled in comparable alternate coverages 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.

2. NYS Retirement

A. Eligibility for Benefits

Unit members are eligible for retiree health insurance when they meet all of the following conditions:

1. have completed twenty (20) years of full time service in the District;
2. are retiring from the District;
3. have applied for, and are eligible for retirement benefits from the New York State Employees' Retirement System.

B. Cost Sharing of Premiums in Retirement

The rate of District contribution for unit members who are eligible for retiree health benefits will be as follows:

1. Unit members hired before July 1, 1979 and retire after June 30, 2008
 - i. The District contribution in retirement for the District's dental plan will be equal to 100% of the premium.
 - ii. The District contribution in retirement for the District's vision plan will be equal to 100% of the premium.
 - iii. The District's monetary contribution in retirement for medical insurance will be equal to 100% of the premium for BluePoint2 Select (single or two-person coverage) until first eligible for Medicare.

When first Medicare eligible, unit members must enroll in Medicare Part B. When first Medicare eligible, the District's monetary contribution in retirement will be equal to 100% of the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40. The retired unit member may apply the District's monetary contribution to any medical insurance plan offered by the District and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.
 - iv. Unit members will be responsible for the portion of their medical insurance premium exceeding the District's contribution (see section 2C).
2. Unit members hired after June 30, 1979 and before July 1, 1984
 - i. The District contribution in retirement for the District's dental plan will be equal to 95% of the premium.
 - ii. The District contribution in retirement for the District's vision plan will be equal to 95% of the premium.
 - iii. The District's monetary contribution in retirement for medical insurance will be equal to 95% of the premium for BluePoint2 Select (single or two-person coverage) until first eligible for Medicare.

When first Medicare eligible, unit members must enroll in Medicare Part B. When first Medicare eligible, the District's monetary contribution in retirement will be equal to 95% of the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40. The retired unit member may apply the District's monetary contribution to any medical insurance plan offered by the District and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.

- iv. Unit members will be responsible for the portion of their dental, vision and medical insurance premiums exceeding the District's contribution (see section 2C).

3. Unit members hired after June 30, 1984 and before July 1, 1989

- i. The District contribution in retirement for the District's dental plan will be equal to 90% of the premium.
- ii. The District contribution in retirement for the District's vision plan will be equal to 90% of the premium.
- iii. The District's monetary contribution in retirement for medical insurance will be equal to 90% of the premium for BluePoint2 Select (single or two-person coverage) until first eligible for Medicare.

When first Medicare eligible, unit members must enroll in Medicare Part B. When first Medicare eligible, the District's monetary contribution in retirement will be equal to 90% of the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40. The retired unit member may apply the District's monetary contribution to any medical insurance plan offered by the District and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.

- iv. Unit members will be responsible for the portion of their dental, vision and medical insurance premiums exceeding the District's contribution (see section 2C).

4. Unit members hired after June 30, 1989

- i. The District contribution in retirement for the District's dental plan will be equal to the same percentage that the District contributed on the unit member's last day of employment.
- ii. The District contribution in retirement for the District's vision plan will be equal to the same percentage that the District contributed on the unit member's last day of employment.
- iii. The District's monetary contribution in retirement for health insurance will be equal to the same percentage that the District contributed for BluePoint2 Value on the unit member's last day of employment as applied to the single or two-person premium for BluePoint2 Value until the unit member is first eligible for Medicare.

When first Medicare eligible, the District's monthly monetary contribution will be based on the aforementioned percentage as applied to the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40. The retired unit member may apply the District's monetary contribution to any medical insurance plan offered by the District and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.

- iv. Unit members will be responsible for the portion of their dental, vision and medical insurance premiums exceeding the District's contribution (see section 2C).

C. Payment of Premiums

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 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.

D. Portability

Unit members who retire from the District who are eligible for District health insurance in retirement who relocate to another state or region and establish legal residence and who join a health insurance plan different from those offered by the District because the District plan does not provide coverage or benefits will have up to the dollar equivalent of the District contribution for health insurance, as specified in Article 28 section 2B, reimbursed by the District upon receipt of a paid health insurance provider's quarterly bill. In no case will the District payment to the unit member exceed the cost of the health insurance plan selected by the retired unit member.

E. Surviving Spouse in Retirement

The aforementioned health insurance benefits shall not be paid for the survivors of any retired unit members. 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, they 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.

Article 29 - Workers Compensation

Any unit member who is injured on the job shall notify their 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 Building and Grounds, or their designee, to submit the form on the unit member's behalf.

The unit member requiring medical care should inform their 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 a unit member cannot work or when they can return to work. No one else, including the unit member, can make that determination.

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 Worker's 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 unit member returns to work, the unit member should request from the Worker's Compensation Board a settlement for the use of leave time while out on a work-related injury. When the Worker's Compensation Board reaches a decision, the District's Worker's 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 Worker's 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 30 - 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 a unit member ceases their employment in the District and at a subsequent time is re-employed by the District, they forfeit all seniority privileges.

Unit members 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 unit members will be laid off in inverse order of seniority, according to their 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 unit members and one for part-time unit members.
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.

Article 31 - 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 32 - 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.

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 33 - Transfers

Unit members 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.

A unit member must, within five (5) days of a known vacancy, submit their written request for a transfer.

Article 34 - 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 35 - Performance Evaluation

First year unit members shall be evaluated in writing three times during their first year. Two evaluations will occur during the new unit member's first six (6) months on the job. All others shall be evaluated no less than one time per year prior to June 1st.

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

The unit member shall receive a copy of the evaluation after the evaluation conference with the unit member'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 a unit member'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.

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 their job description.

Article 36 - Termination of Non-competitive and Labor Class Unit members

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 unit member 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 unit member. This written request must be received by the Assistant Superintendent of Schools 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 unit member, the Assistant Superintendent of Schools, and the Director of Facilities, or their designee. The terminated unit member may request to have an Association officer attend the meeting. The Assistant Superintendent may request another District representative to attend the meeting.

Article 37 - 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 July 1, 2006 who remain in their current Civil Service title will maintain their current work shift unless:

- A. they volunteer to be assigned to a different work shift, or
- B. they accept an appointment to a different Civil Service title with a posted work shift.

High School and Middle School

The District may post and fill new and unencumbered positions with a work shift for any five consecutive days of the seven-day week

Grounds Department

The District may post and fill new and unencumbered positions in the Grounds department with a work shift for any five consecutive days of the seven-day week if there are four unit members (Head Grounds Equipment Operator, Grounds Equipment Operator, Maintenance Mechanic III assigned to Grounds Department) in the Grounds Department (not counting the Courier) with a Monday-Friday work shift. If a unit member currently assigned to the Grounds department is appointed to a

different Civil Service title assigned to the Grounds department, they will retain their current work shift unless a change is mutually agreed upon.

Facilities Department

The District may post and fill a maximum of two new and unencumbered Maintenance Mechanics positions with a work shift for any five consecutive days of the seven-day week.

Article 38 - School Calendar

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

Article 39 - Breaks and Lunch Arrangements

1. All full time unit members will be entitled to two (2) fifteen minute paid breaks during their work day.
2. Any unit member leaving their assigned building during their break or lunch period will sign out and back in on the District provided form.
3. If a unit member is required to work during their scheduled lunch break by the school principal or Director of Facilities, they will be allowed to take an equivalent lunch period that day.

Article 40 - Emergency Closing

- A. All unit members are expected to work during a district-wide superintendent's declared emergency closing due to snow or ice conditions. 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 Facilities, 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.

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.

- B. All unit members reporting to work and who are sent home by the Director of Facilities shall be paid at their regular hourly rate for the day. Any unit member contacted by the Director of Facilities, 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.

- C. All snowplowing performed on days when school is closed due to weather conditions shall be compensated at two times the unit member's regular rate.
- D. 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.

This section does not apply if the District is used as an emergency shelter or center, or for snowplowing, and then it will only involve unit members as determined by the Director of Facilities or their designee. Unit members who are requested to report on a day when the Monroe County Executive has declared no travel except for emergency vehicles who are unable to report to work 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.

Article 41 - Professional Development

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 their designee. Only job-related courses will be approved.
- 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 a unit member to satisfy licensing requirements, and such licensing is a state mandate for the unit member to function in their 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 unit member's salary.
- D. When the District requests that a unit member participate in a professional development activity, the District will pay all tuition, registration fees and approved expenses.
- E. All unit members 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 42 - 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 a unit member 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 43 - Safety Sensitive Employees

Each unit member, employed as a Safety Sensitive Employee, shall receive a copy of the District's policy, the educational materials that explain the requirements of the alcohol and drug testing regulations, and any regulations and/or procedures developed by the District with respect to meeting those requirements. A copy of these materials will be distributed to each Safety Sensitive Employee prior to the start of the alcohol and controlled substance testing as well as at the beginning of each school year or at the time of hire. At the beginning of each school year and, prior to the start of alcohol and controlled substance testing, the District shall provide to the Association President a list of all new unit members who are employed as Safety Sensitive Employees'.

Article 44 - Retirement

A. New York State Retirement

All unit members are required by state law to join the N.Y.S. Employees' Retirement System. The Retirement System Plan shall be 75-i.

B. Service Increment

When a unit member 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 provide a service increment for each day of unused accumulated sick leave up to a maximum of 200 days for 12 month unit members as follows:

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Less than 160 days	\$18.63	\$19.28	\$19.96
160 days to max.	\$22.77	\$23.57	\$24.39

To be eligible for the service increment, the unit member shall submit an irrevocable written notice of their desire to retire to the Superintendent of Schools, or their designee, four months prior to the unit member's intended retirement date. The District will hold the notice of retirement for two-weeks, after which the notice of retirement is irrevocable and will be acted upon by the Board of Education. In the event that the unit member rescinds their notice of retirement after the two-week period, they would not be eligible for the service increment in the future.

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

The unit member 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 unit member 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.

For retirements prior to December 15, 2010, 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.

Effective for all retirements on or after December 15, 2010, pursuant to regulations established by the Internal Revenue Service, the service increment will be distributed within 30 days after their retirement date 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 45 - 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.

Article 46 - 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.

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 (403b and 457), etc.

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

Article 47 - 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 unit member'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 48 - 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 49 - Identification Cards

All unit members are expected to wear and have visible their District provided identification cards at all times while working. Unit members will be responsible for the replacement cost of their identification card unless lost or damaged while completing their work assignment.

Article 50 - Cell Phones

Unit members wishing to use their District issued cell phone, if provided, will pay \$10 per month through payroll deduction for personal use of their District cell phone. Additional charges will apply for other services (e.g., texting). The Superintendent, or their designee, may have a conversation with the unit president, or their designee, to monitor usage and address concerns.

The District cell phone is a piece of District property and may be recalled at any time. Further, the unit member's use of the cell phone and its contents may be reviewed at any time by the District.

Unit members may elect to agree to not use their District cell phones for personal use. These unit members will not be assessed the monthly fee but will be expected to reimburse the District for any personal usage.

Article 51 - Duration of Agreement

This agreement shall be effective from July 1, 2010, and continue in force and effect until June 30, 2013, 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 16th day of December, 2010.

SIGNATURES OF NEGOTIATORS

Ryan Migliore, President Spencerport Plant Operations and Maintenance Association	date
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Cheryl A. Adams, Negotiator Spencerport Plant Operations and Maintenance Association	date
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Mark Avedisian, Negotiator Spencerport Plant Operations and Maintenance Association	date
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Michael S. Crumb, Superintendent Spencerport Central School District	date
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Richard Wood, Director of Business Operations Spencerport Central School District	date
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