



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Penfield Central School District and Penfield Paraprofessional Association (2013)**

Employer Name: **Penfield Central Free School District**

Union: **Penfield Paraprofessional Association**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **8640**

Unit Size:

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

## **PREAMBLE**

This Agreement is between the Superintendent of Schools for the Penfield Central School District (hereinafter the "District") and the Penfield Paraprofessional Association (hereinafter the "Association"), in order to establish wages, hours and terms and conditions of employment for members of the bargaining unit.

## **ARTICLE I RECOGNITION AND DUES DEDUCTION**

- 1.** Pursuant to the results of a secret ballot election conducted by the Public Employment Relations Board, the Association has been certified as the sole and exclusive bargaining representative for the following unit of District employees:

Included: All full-time and regular part-time Teaching Assistants and those full and regular part-time Teacher Aides.

Excluded: All less than .5 part-time Teaching Assistants and Teacher Aides, all supervisors, and all other employees of the District.

- 2.** As required by the agency fee provisions of the Public Employees' Fair Employment Act, the District will deduct uniform monthly dues from the pay of unit members. The Association agrees to indemnify, defend and save the District harmless from any and all claims or liability that may be attributable to the implementation of this agency fee deduction procedure. Dues deducted by the District shall be forwarded to the Association within ten working days after the dues have been deducted.

## **ARTICLE II ASSOCIATION RIGHTS**

- 1.** Through the website's posting of agendas and Board minutes, the Association shall be informed of actions and proposals relating to members of the bargaining unit, including the names, positions, and rate of pay of all new unit members, and notice of those unit members who have been separated from employment with the District. Upon written request from the President, the Association shall be entitled to such additional information as may be reasonably necessary for the Association to administer this Agreement and represent the interests of unit members.
- 2.** In accordance with Board policy and Education Law requirements, the Association shall have the right to use available space within the separate buildings for meetings provided this is not disruptive to District operations. In addition, the Association shall have the right to use mail boxes, inter-school mail services, an employee bulletin board in each building, and, at the discretion of the building administrator, the public address system. Further, at its discretion the District may allow the Association to use District copiers

for Association business. The District will bill the Association for copying fees on a quarterly basis.

3. The President of the Association, or his/her designee, upon reasonable advance notice and without interference to the educational system, shall be permitted up to four leave days without loss of pay, which may be taken in no less than one-half day segments.
4. The District will provide a list of unit members' seniority and a list containing the name of the Association member and that member's building location within forty-five (45) days after the beginning of the school year. The Association President and Assistant Superintendent for Personnel and Labor Relations will work cooperatively to achieve the request.

### **ARTICLE III MANAGEMENT RIGHTS**

The District retains the sole right to manage its business and services, and to direct the working force including, but not limited to, the right to decide the number and location of its service operations to be conducted and rendered, and the methods, processes and means used in the service operations, and the control of the buildings, real estate, materials and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by this Agreement, provided that the District shall be obligated to negotiate the impact of any transfer of exclusive bargaining unit work; to maintain order and efficiency in all its schools, including the right to discipline, suspend, and discharge employees; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the start and quitting time and the number of hours to be worked; to promulgate and enforce rules and regulations for the conduct of employees; to establish or change wages, hours, and terms and conditions of employment; subject only to such specific limitations governing the exercise of the foregoing as are expressly provided for in this Agreement as well as any and all specific provisions of State and Federal statutes and regulations which may limit such rights.

### **ARTICLE IV GRIEVANCE PROCEDURE**

1. This procedure is intended to be the sole and exclusive method for resolving disputes concerning this Agreement, and it is the intent of the parties to resolve such issues at the lower administrative level. No unit member shall be subject to interference, restraint or retaliation for exercising his/her rights under this procedure. Unit members and District representatives shall mutually cooperate with respect to the investigation of any matter relating to acts or omissions which may have an effect on the District, its operations or its employees. The time limits contained in this procedure are mandatory, and may not be waived, except in writing. The filing of a timely grievance, or a timely appeal to the next stage, shall be a condition precedent to the right of the Association or unit member to continue the grievance. The failure of the District to communicate its decision within

the time limits shall allow the Association or unit member to appeal to the next stage, as if the decision had been communicated on the last available day.

2. A grievance is defined as a claimed violation, misinterpretation, or misapplication of any provision of this Agreement.
3. A unit member having a grievance shall have the right to discuss the matter and attempt informal resolution with his/her supervisor, with or without Association representation, prior to the time such grievance is formally filed in writing. This informal resolution is not required, and it does not excuse a failure to follow required time limits.
4. A written grievance must be filed within thirty (30) calendar days of its occurrence, or the grievance shall be deemed waived and shall not be further processed. The written grievance should be filed with the building principal, and a copy should be provided to the Assistant Superintendent for Personnel & Labor Relations.
5. The building principal will investigate the matter and will provide the unit member with a written answer within thirty (30) calendar days of the submission of the written grievance. If the unit member is not satisfied, he/she may appeal the grievance in writing to the Superintendent of Schools, with a copy for the Assistant Superintendent for Personnel & Labor Relations, provided the appeal is made within fifteen (15) calendar days after the building principal's decision.
6. The Superintendent will review the matter and issue a decision within fifteen (15) calendar days. The Superintendent's decision will be made in writing. Both the Superintendent's written decision and the Association's written grievance record will be forwarded to the Board of Education.
7. If this decision is not acceptable to the unit member, it may be appealed to binding arbitration, utilizing the procedures of the American Arbitration Association (AAA), with the following conditions and limitations:
  - A. The written consent of the Association must be obtained.
  - B. A copy of the demand for arbitration must be filed with the Assistant Superintendent for Personnel & Labor Relations and AAA within fifteen (15) calendar days of the Superintendent's decision.
  - C. Unless provided for elsewhere within this Agreement, no matter involving the discipline or termination of a unit member may be submitted to arbitration; any claim regarding such matters shall be subject only to any procedures and remedies otherwise provided by law.
  - D. The Arbitrator shall have no authority to modify the Agreement or to issue any decision not in accordance with applicable laws, rules and regulations.

- E. The fees and expenses of AAA and the Arbitrator shall be shared equally by the parties, and all other expenses shall be borne by the party incurring them.
8. All grievances shall be processed so as not to interfere with the work responsibilities of unit members, and all grievance hearings will be held outside of regular working hours, except by mutual consent, without additional compensation.

In the case where a grievance is alleged to affect a class or group of employees, the Association may file the grievance directly with the Assistant Superintendent for Personnel & Labor Relations. The Assistant Superintendent for Personnel & Labor Relations may meet with the Association representatives on an informal basis, but in any case will respond in writing within thirty (30) calendar days of receiving the written grievance. The Association will then proceed as in step 5 above.

## **ARTICLE V EMPLOYEE DEFINITIONS/WORK YEAR/WORK DAY**

1. Full-time paraprofessionals are defined as those unit members who are regularly scheduled to work all school days and work shifts of at least thirty-five (35) or more hours per week for the school year. (Work shifts of seven to eight hours a day, five days a week, including an unpaid 30 minute lunch). The hours shall be contiguous with the start and/or end of the student day. Part time employees – all .5 FTE unit members will be considered those unit members who are not full-time, but who are regularly scheduled to work at least seventeen and one-half (17½) hours per week (inclusive of any unpaid lunch) during the school year. They shall be entitled to coverage under the contract and to those fringe benefits, which are specifically made applicable to them pursuant to the provisions of this Agreement. It is understood that all benefits are pro-rated.

Substitute employees are defined as those who have been employed in order to perform the work of an employee who is on leave of absence.

Casual employees are those persons who are regularly scheduled to work less than twenty (20) hours per week.

Substitutes that serve as per diem substitutes will be deemed long term substitutes after ninety (90) consecutive days in the same assignment. Beginning on the ninety-first (91) day, the individual will have access to all salary and benefits in the contract.

2. Work Year. The work year shall be established by the District, as determined by the needs of its students. Work schedules will normally be based on the teacher work year.

Where bargaining unit work is performed outside the normal school year (September 1 – June 30) the District will assign unit members based upon experience (such as working with the same child or children) and expertise, and will consider volunteers when other factors are not relevant. Unit members who work during the summer

months will receive their normal hourly rates, if employed as a Teaching Assistant, or not less than the starting rate, if employed in a different position.

3. Full-time members shall receive a minimum of 15 minutes of paid duty-free break time per day in addition to their lunch period. Full-time unit members shall work with supervising teachers to schedule break time with approval of the building principal and in consultation with the Association building representative.

Part-time unit members shall be assigned at least four and fewer than six and one-half contiguous hours within the student day, exclusive of any duty-free unpaid lunch period that may be provided. Part-time unit members shall work with supervising teachers to schedule a minimum of 10 minutes of duty-free break time per day (for any work period that exceeds three consecutive hours) with the approval of the building principal and in consultation with the Association building representative.

## **ARTICLE VI PROFESSIONAL DEVELOPMENT**

1. Tuition reimbursement for job related, pre-approved undergraduate and graduate course work will be provided upon successful completion of the course for a maximum of 12 credit hours (at the SUNY rate) per school year. The unit member must submit a request for reimbursement within three months of the course completion.
2. Attendance at pre-approved in-service training outside the regular work day will be compensated at the employee's regular hourly rate.
3. Employees may attend other conferences and workshops with prior approval. If these activities are held during the work day, there shall be no loss of pay or additional compensation. No additional pay for meetings outside the work day shall be provided, unless mandatory attendance is required.
4. The District will provide technical assistance and appropriate referrals for any unit member employed as a Teacher Aide who wishes to obtain a teaching assistant certificate. Successful applicants will be entitled to reimbursement of application fees paid to the state. The unit member must submit a request for reimbursement within three months of course completion.
5. The Association and District will work cooperatively to develop professional development programs which may be offered to unit members.
6. The District will implement a three hour new unit member orientation in late August. One-half (1/2) hour will be dedicated to the Association. Unit members will receive a one-time payment of \$30.00 for this orientation.

## **ARTICLE VII HOLIDAYS**

Unit members will be paid for the following holidays, provided that they have been actively at work for at least 50% of their scheduled work days during the month in which the holiday occurs. The following absences are excluded from this article: Workers Compensation Leave, FMLA Leave and Disability Leave.

Columbus Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
December 25	Memorial Day

## **ARTICLE VIII INSURANCE**

1. The District will not provide duplicate medical coverage when a unit member is covered under a policy to which an employer contributes. If both a husband and wife are employed by the District, the District will provide only one family policy. It is the unit member's responsibility to notify the District when his/her spouse reaches age 65. It is also the unit member's responsibility to notify their respective health insurance carrier when a dependent reaches age 26. Unit members can elect to enroll in or change coverage during the open enrollment period, when a qualifying change in status occurs, or upon initial employment with the District.

**2. Cost:**

Effective January 1, 2015, Blue Point 2 Value is the base plan for all unit members.

For unit members hired prior to July 1, 2011, The District will pay 90% of the Blue Point 2 Value Plan and the unit member will pay 10% of the Blue Point 2 Value plan. For any other plan chosen the unit member will pay the difference using Blue Point 2 Value as the base plan.

For unit members hired on or after July 1, 2011, The District will pay 80% of the Blue Point 2 Value plan and the unit member will pay 20% of the blue Point 2 Value plan. For any other plan chosen the unit member will pay the difference using Blue Point 2 Value as the base plan.

3. Unit members will be required to contribute 15% of the cost of the Blue Cross/Blue Shield Smile Saver dental insurance plan. The District will not provide dental coverage when a unit member is covered under a policy to which another employer contributes. If both husband and wife are employed by the District, the District will only provide one family policy.
4. Employees may pay for premium contributions and other un-reimbursed medical and dependent care expenses through a flexible spending plan, with a maximum of \$2,500 medical and \$5,000 dependent care. Claim forms are available from the Payroll Office.

5. Unit members who meet eligibility requirements may participate in group life insurance programs made available by the District. Unit members shall be responsible for the full cost of such coverage, which shall be through payroll deductions.
6. Any change to a unit member's work assignment after the start of the school year which decreases the number of hours worked will not affect the unit member's right to receive benefits for the remainder of the contract year.

**7. Disability Insurance:**

All unit members shall be eligible to obtain disability insurance. Fifty (50%) of the cost of the plan will be borne by the District under the District's group disability insurance plan. In the event the unit member elects to participate in the group plan at any time other than upon commencement of their employment in the District, they must furnish satisfactory evidence of insurability. The District assumes no responsibility for repayment of benefits. All benefits shall be paid in accordance with the express provisions of the applicable insurance policy.

**8. Retiree Health Insurance:**

When a unit member qualifies and applies for retirement (TRS or ERS) benefits after 20 years of continuous service with the District, the District will pay the equivalent cost of a single contract of the unit's base plan until the retiree reaches 65 years of age. If applicable, the retiree shall pay the cost difference between a family and single contract. After age 65, the retiree must convert coverage to an over 65 single policy by contributing twenty-five percent (25%) of the cost of the premium, the remainder of the premium to be paid by the District.

Retirees who establish a permanent residence outside of the Rochester Blue Cross/Blue Shield coverage area shall be entitled to District contributions toward health insurance purchased in their retirement locale in an amount not to exceed the highest dollar amount the District contributes for HMO coverage, family, two-person, or single, as applicable, for active employees. Such payments shall be made directly to the insurance carrier, if possible, or if not, reimbursement shall be made to the retiree on the semi-annual basis – in July for the previous January to June and in January for the previous July to December.

Should a retiree elect to transfer his or her coverage to a group outside of the District, he or she forfeits the right to transfer back into the Penfield Central School District group health insurance program.

**9. Section 105 – Health Reimbursement Account**

The District will make an annual contribution to a Section 105 account for each unit member who is eligible for District health insurance or enrolled in another group health insurance plan. The cost of administering the Section 105 account shall be the District's responsibility.

Unit members shall have access to the account for a period of five (5) years after separation from service/retirement, or for one year after the account balance falls below \$475.

For the 2013-2014 school year the amount will be \$475  
For the 2014-2015 school year the amount will be \$525  
For the 2015-2016 school year the amount will be \$575

It is understood that the amounts will be pro-rated based on the appropriate FTE.

## **ARTICLE IX LEAVES**

### **Section 1. SICK LEAVE**

All unit members are eligible for paid sick leave benefits.

Sick leave days shall be accumulated at the rate of eleven (11) sick days per year cumulative to a maximum of 210 days. Unit members shall be credited with eleven (11) sick days at the beginning of the school year. During the first year of employment, sick days shall be accumulated at the rate of one and one-tenth (1.1) days for each month of work completed. In the event that a unit member uses more than the number of paid sick days which have actually been earned and subsequently terminates employment before earning the sick days used, the District may deduct the excess sick leave from the unit member's final pay, or will be otherwise required to reimburse the District.

In order to be eligible for the sick day benefit, unit members who are unable to work because of illness or injury must notify (their supervisor) as far as possible in advance of the start of the work day of their inability to work.

Any unit member absent ten (10) or more consecutive working days on account of illness or accident shall, upon returning to work, submit a written statement from his/her personal physician certifying the unit member's readiness to return to work to the Building Principal.

### **Section 2. JURY DUTY**

When an employee is called for jury duty, the District, upon presentation of proper proof, pays to the unit member his/her regular salary for any time served which falls within the employee's regularly scheduled hours.

To be eligible for the above benefit, the unit member must:

- A.** Immediately notify his/her supervisor on the next work day after receiving the summons and furnish the District with a copy of said summons.
- B.** Report for work whenever his/her attendance as a juror is not required by the court; and
- C.** Cooperate with the District by joining a request for deferral of jury duty whenever, in the District's judgment, such deferral is necessary.

- D. If the jury duty adjourns three (3) hours or less after the start of the unit member's workday, the unit member will report to work.

### **Section 3. BEREAVEMENT**

Four (4) days leave of absence with pay shall be granted for the death in the immediate family (spouse, children, mother, father, brothers, sisters, grandparents, aunts, uncles, and corresponding in-laws) and non-relatives who functioned in a similar capacity. Such leave shall not be cumulative. If a fifth day is necessary, it may be obtained by contacting the Assistant Superintendent for Personnel and Labor Relations.

### **Section 4. PERSONAL LEAVE**

A unit member will be allowed up to two (2) working days per year absence without loss of pay for the purpose of transacting personal matters which require absence during school hours. Any unused personal leave may be accumulated as sick leave.

Personal days are not intended as vacation days and may not be utilized to extend any holiday or recess period, either alone or in conjunction with other leaves.

Personal leave may be taken only for those personal obligations which cannot be scheduled outside of normal working time, such as formal legal proceeding; graduation ceremony; principal in wedding ceremony; participant in religious ceremony; required educational examination; attending education visits by parents to colleges; professional advancement; honors and awards ceremonies involving immediate family.

Additional days for time off for any reason not covered elsewhere in this agreement, either full days or portions of a day, shall be permitted with or without pay at the discretion of the Assistant Superintendent for Personnel and Labor Relations.

### **Section 5. FAMILY LEAVE**

Leave for childbirth, pregnancy-related disabilities, as well as other disabilities will be governed by all applicable State and Federal laws, including, but not limited to, the Family and Medical Leave Act. FMLA should be applied for through the office of the Assistant Superintendent for Personnel and Labor Relations.

### **Section 6. UNPAID LEAVE OF ABSENCES**

A unit member who has served at least one (1) year as a Teaching Assistant or Teacher Aide and is interested in a short-term (10 days or less) or long-term (11 days or more) leave of absence will make a written application fifteen (15) school days prior to the requested leave to the Assistant Superintendent for Personnel & Labor Relations. A meeting will then be scheduled to discuss the purpose of the leave. The approval of said leave is solely at the discretion of the District. The leave shall not be for

employment outside of the district elsewhere. Unit member must provide a written notice confirming return 48 hours prior to return date. These days are available in extenuating circumstances.

**ARTICLE X  
COMPENSATION**

**Section 1. WAGES**

1. Starting Wage/Increase

	7/1/2014	7/1/2015	7/1/2016
Starting Wage	\$10.86	\$10.86	\$10.86
Wage Increase	2%	2% + \$.30	2% + \$.25

2. Unit members who accept extracurricular assignments (outside the normal workday) will receive the stipend/hourly rate assigned to such activity. Hourly rate shall mean either the individual's hourly wage or any wage rate assigned to the assignment.
3. In those cases where the district requires a qualified unit member to substitute for the regularly assigned teacher for a period of one half of a day or more, the unit member will receive substitute pay according to the district's schedule, but in no event less than the unit member would have earned at his/her regular hourly rate.

**Section 2. LONGEVITY PAYMENTS**

- A. Unit members shall receive an annual longevity increment based on years of full-time unit member service with the District. New amounts are effective June, 2015, and are not retroactive.
  - 10 years - \$550
  - 15 years - \$800
  - 20 years - \$1000
  - 25 years - \$1200
- B. All employees shall receive pro-rated credit for all prior part-time teacher assistant service with the District in computing longevity entitlement.
- C. All longevity payments will be paid in a lump sum at the end of each fiscal year.

- D. Longevity payments to unit members will not be included in base salaries for purposes of computing percentage wage increases in future negotiations. However, such longevity payments will be included when determining the individual employee's retirement benefit.

**Section 3. SEMESTER HOUR/DEGREE/CERTIFICATION RECOGNITION**

A unit member who completes 60 hours of college level course work shall have the amount of \$150 added to their base salary upon submitting proof (official transcript) of the completed course work. This \$150 is a one time addition to the unit member's base salary.

A unit member who completes 120 hours of college level course work shall have the amount of \$150 added to their base salary upon submitting proof (official transcript) of the completed additional course work. This \$150 is a one time addition to the unit member's base salary and previous \$150 addition (for a total of \$300).

A unit member who completes 30 hours of post-graduate level college course work shall have the amount of \$150 added to their base salary upon submitting proof (official transcript) of the completed additional course work within ninety (90) days of completion. This \$150 is a one time addition to the unit member's base salary, previous \$150 addition for 120 hours of course work, and previous \$150 for 60 hours course work (for a total of \$450).

Unit members applying for a Level I, II, or III certification will be reimbursed any fees incurred to file said application including the fingerprinting fee.

**Section 4. SICK LEAVE BUY-OUT UPON RETIREMENT**

When a unit member retires under the NYS Teachers' Retirement System (TRS) or the Employees' Retirement System (ERS), they shall receive \$25.00 per unused sick day accumulated up to a maximum of one-hundred (100) sick days. The payment of these days will be made in the form of a Non-Elective Employer Contribution under Internal Revenue Service Code Section 403(b) and deposited into the 403(b) account selected by the employer. No unit member who takes the retirement benefit provided for may receive cash in lieu of or as an alternative to the non-elective employer contribution described herein.

**ARTICLE XI  
MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

**Section 1. PERSONNEL FILES**

Upon request and with reasonable advance notice, unit members will be entitled to review the contents of their personnel files, except for confidential information. Unit members will also have the right to place in their file a written response to any materials critical of conduct or performance which shall be shown to the unit member at the time it is placed in the file. A unit member will be entitled to have a representative of the Association accompany him/her during such a review. The personnel file in the

District Office shall be the official file. Upon written request, unit members will receive copies of all performance or conduct related material placed in their personnel file.

## **Section 2. PAYROLL DEDUCTIONS**

The District agrees to make payroll deductions authorized in writing by employees in order to effectuate the benefit provisions contained in this Agreement. In addition, the District agrees to make deductions for the following purposes: PPA dues, New York State Retirement System loans, United Way, Section 403-b Plans, NYSUT Member Benefit Trust and VOTE/COPE, and any other mutually agreed upon payroll deductions. The Association agrees to defend, indemnify and hold the District harmless from any and all claims which may arise from making the foregoing deductions relating to union funds. The District may establish reasonable regulations for the commencement and termination of payroll deductions, and deductions for Section 403-b Plans may only be made or changed effective during the first paycheck in September and/or the first paycheck in January, provided the employee provides the payroll office with at least one month advance notice. Section 403-b payroll deductions may be canceled at any time upon written notice.

## **Section 3. ASSIGNMENT NOTIFICATION**

The District will endeavor to provide unit members with their assignments for the next school year prior to the end of the school year in progress. In addition, if there are any assignment changes which occur during the summer months, the District will notify the unit members of such changes.

## **Section 4. VACANCIES/TRANSFERS**

Notice of any vacancy (a permanent opening in a unit position) shall be posted in each school building for a minimum of five (5) work days before the position is filled, which posting shall include an appropriate description of the position, including location, qualifications, wage rate, full or part-time and effective date. Unit members with more than three (3) years service with the District shall be entitled to an interview (without preferential rights) with respect to any vacancy for which they apply and are qualified. The District agrees to give consideration to any unit member's request for a transfer to any vacancy as long as the request is made in writing within the time period set for posting the position (minimum five (5) work days).

## **Section 5. PAY DATES**

The Association will be provided with a list of pay dates at the beginning of each school year. Payroll dates will occur on the 15<sup>th</sup> and 30<sup>th</sup> of each month and will be implemented as soon as possible.

## **Section 6. LOSS REIMBURSEMENT**

The District will reimburse unit members for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids, or other such similar bodily appurtenances which are damaged, destroyed, or lost by a unit member who suffers a loss, injury or act of personal vandalism while acting in the discharge of his/her duties, as long as such loss is not covered by insurance.

## **Section 7. HEALTH AND SAFETY**

Any unit member who is injured during the course of employment shall report such incident to the school nurse immediately. Upon written request, the District will provide to the Association any necessary and appropriate information relating to the health and safety conditions applicable to unit members. The Association shall have the right to conduct an independent investigation (subject to reasonable regulation by the District and at the Association's expense) regarding any issue involving the health and safety of any unit member.

## **Section 8. SENIORITY AND JOB SECURITY**

The District's rights and obligations with respect to discipline or discharge of unit members will be governed solely by the applicable provisions of the New York State Law, based upon job classification.

When a layoff is being implemented, the selection of the unit member to be laid off will include such factors as the particular assignment being impacted, the skill, training, prior experience, performance and attendance of the unit members under consideration and seniority as defined in this Agreement. Seniority for unit members shall be defined as the length of continuous service since the last date of hire. Where, in the judgment of the District, all other factors are substantially equal, seniority will be considered the determinative factor before the layoff of a unit member with more than five (5) years of seniority. This is only applicable to Teacher Aides. Teacher Assistant layoffs are governed by the Education Law.

## **Section 9. EVALUATION**

The performance and conduct of unit members will be evaluated once per year during the first three years of employment, and once each three years thereafter.

The District may perform more frequent observations and evaluations of unit members where performance or conduct issues arise.

Unit members will be provided with a copy of the District's evaluation, and they will have the right to respond in writing. Where a written evaluation finds unsatisfactory performance or conduct, the unit member may request a meeting with the evaluator to discuss opportunities for improvement.

**ARTICLE XII**  
**COMPLETE AGREEMENT, DURATION AND CHANGES**

1. This Agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except an agreement in writing annexed hereto, shall supersede the provisions herein. In the case of a conflict between this Agreement and any individual agreement or understanding, the specific requirements of this Agreement shall take precedence.
2. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms, except as may be required by federal and state laws, rules and regulations.
3. In the event that any provision of this Agreement is held to violate existing law by a court of competent jurisdiction, said provision shall not bind either of the parties, but the remainder of this Agreement shall continue in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.
4. It is agreed that the parties had the full opportunity to negotiate with respect to those items which are subject of mandatory collective bargaining under law. Therefore, both parties agree that negotiations will not be re-opened on any item, whether contained herein or not, or whether or not such subject was discussed during negotiations, during the life of this Agreement, except by mutual written agreement. In addition, the District reserves its full management rights, and it shall not be bound by any practices or procedures utilized prior to entering into this Agreement.
5. The provisions of this Agreement shall be effective on and after July 1, 2013, and continue in full force and effect through June 30, 2016. Should either the District or the Association wish to commence negotiations for a successor agreement prior to the expiration of this Agreement, the Superintendent or Association President shall send a written request to the other party. In any case, negotiations shall commence no later than the last day of the current Agreement's term.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

BY: \_\_\_\_\_

Sherry L. Peets, President  
Penfield Paraprofessional Association

BY: \_\_\_\_\_

Dr. Thomas Putnam, Acting Superintendent of Schools  
Penfield Central School District