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AGREEMENT

between

**SUPERINTENDENT OF SCHOOLS
SPENCERPORT CENTRAL SCHOOL DISTRICT**

Town of Ogden, Gates, Greece
and Parma

and

SPENCERPORT FOOD SERVICES ASSOCIATION

July 1, 2013 – June 30, 2016

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Agreement

SUPERINTENDENT OF SCHOOLS Spencerport Central School District

and

SPENCERPORT FOOD SERVICES ASSOCIATION

PREAMBLE

The Spencerport Central School District and the Spencerport Food Services Association desire to enter into the agreement in order to effectuate the provisions of the Public Employees' Fair Employment Act and to encourage and increase the effective and harmonious work relationship between the district and the food services employees who comprise the unit members within the bargaining unit represented by the association. The association hereby reaffirms that it will not engage in any strike, or cause, instigate, encourage, assist or condone any strike. The district recognizes the right of these unit members to organize and to bargain collectively through the association on such matters as salaries, hours and other terms and conditions of employment.

The agreement is made and entered into on the 8th day of October, 2013, by and between the Superintendent of Schools, SPENCERPORT CENTRAL SCHOOL DISTRICT, Spencerport, New York, hereinafter referred to as the "district," and the unit members of this unit of aforementioned school district, represented by the SPENCERPORT FOOD SERVICES ASSOCIATION, hereinafter referred to as the "association."

Recognition

Pursuant to the New York State Public Employees Fair Employment Act, the Board of Education of the Spencerport Central School District has recognized the Spencerport Food Service Association, hereinafter referred to as "association," as the exclusive negotiating representative for positions of cook manager(s), assistant cook manager(s) and food service helpers employed by said district.

Article 1 -- Probationary Period

The probationary period for unit members shall be as determined by the Monroe County Civil Service Commission in accordance with its Rules and Regulations (Monroe County Civil Service Rule XVI, 1/90). The probationary period for every original appointment to a position in the non-competitive or labor class shall be for a term of not less than eight (8) nor more than fifty-two (52) weeks.

Article 2 -- Work Year and Work Hours

The unit member shall be paid for working on all full student days with no less than 172 work days

Additional workdays and work hours will be scheduled for unit members as directed by the Director of Food Services.

Unit members will be paid for their contracted number of hours unless requested to work additional time by the Director of Food Services.

Modifications of work year

In the event a work day is removed from the work year after the start of school in September, unit members will be paid their regular contracted hours for the removed day unless otherwise agreed by the Association president.

Work days can be added to the work year after the start of school in September. The District will provide unit members with a minimum of two (2) weeks notice of the added day(s).

The above text does not apply to emergency closings (see Article 21).

Article 3 -- Breaks

- A. All unit members working five (5) regular hours or more per day are entitled to one 15-minute paid break per day.
- B. All unit members working less than five (5) hours per day have a 15-minute unpaid break.

Article 4 -- Additional Activities

All personnel required by the Director of Food Services to work at a banquet or non-school day event, as approved by the Director of Food Services, shall be paid an additional \$2.00 per hour on their normal rate of pay until the unit member has worked forty (40) hours for the work week, at which time the additional hours will be paid at one and one-half times their normal rate of pay. (The additional \$2.00 per hour will not be paid on any hours worked over forty.)

Article 5 -- Unit Member Evaluation

Evaluation shall be an on-going process. The supervisor or administrator shall bring any performance concerns to the unit member's attention as the administrator becomes aware of them. When a performance concern has been identified, the administrator and member shall meet to address the concern.

Performance Appraisal

Probationary unit members will be evaluated at least one time during their probationary period. Permanent unit members will be evaluated once a year. All unit members will have their evaluation process completed no later than June 1.

Evaluation Conference

The evaluation conference shall be held no more than five (5) work days after the unit member receives the evaluation, unless mutually agreed upon between unit member and their immediate supervisor.

Each unit member shall have the right, at reasonable times and intervals, to review and examine the contents of their personnel file except for pre-employment materials deemed confidential.

Performance Appraisal Review Committee

On an as needed basis, a joint labor-management committee may be formed for the purpose of reviewing the performance appraisal form. The committee may also make recommendations to change to the current performance appraisal form. The committee shall be comprised of two representatives (unit members) from the Association selected by the President or designee and two representatives (administrators) from the District selected by the Superintendent or designee. The committee shall submit its recommendations to the Superintendent and Association President.

Article 6 -- Salary

A. Wage Increases

1. 2013-14 School Year

- a. All unit members will receive a 2.0% increase based on their 2012-13 hourly wage.

The starting wage for new Food Service Helpers will be no less than \$8.33 per hour.

2. 2014-15 School Year

- a. All unit members will receive a 2.0% increase based on their 2013-14 hourly wage.

The starting wage for new Food Service Helpers will be no less than \$8.41 per hour.

3. 2015-16 School Year

- a. All unit members will receive a 2.0% increase based on their 2014-15 hourly wage.

The starting wage for new Food Service Helpers will be no less than \$8.49 per hour.

B. School Menu Meetings

Unit members who are required to participate in the monthly school menu meeting with the Director of Food Services shall be paid at their hourly rate for time attended.

Article 7 -- Paid Holidays

All unit members shall be entitled to seven (7) paid holidays: Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day.

Article 8 -- Clothing Allowance

- A. Each new unit member will be issued one new school lunch apron. Additionally, all unit members will be issued one new apron every year.
- B. All unit members will receive two (2) new shirts with the district logo in September of each year to be purchased by the district.
- C. All unit members, after three months of continuous employment, shall be reimbursed up to \$30.00 per contract year towards the purchase of required uniform apparel. The reimbursement will be provided upon submission of detailed receipts.
- D. All unit members are required to wear their district provided shirts unless variations are pre-approved by the Director of Food Services.

Article 9 -- Attendance Incentive

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

No sick leave or unpaid leave days used in prior year:	<u>Following Year</u>
10-month to receive	\$75

In order to qualify for the incentive, unit members must be employed for a full year's duration (10 months), first contractual work day for 10-month unit members to June 30.

This benefit will be provided in the first pay period in September for the unit member.

Article 10 -- Longevity

A longevity increment shall be granted as follows:

After the completion of ten (10) years' service	\$100
After the completion of fifteen (15) years' service	\$200
After the completion of eighteen (18) years' service	\$300
After the completion of twenty (20) years' service	\$400

Such payments shall not be retroactive. The payment will be made in one lump sum payment in September. Each member of the unit will continue to receive the longevity increment throughout the remainder of his/her service with the school district.

Unit members who retire at the end of the contract year who are eligible for a longevity payment in the next September will receive their longevity payment on or before July 31st.

Article 11 -- Money Carrier and Counter

Money Carrier Positions

There will be a money carrier position for each of the kitchens. These unit members are responsible to bring the cash at the end of the day to the School Lunch Office. If the contracted unit member is unable to carry the money for a day, the Cook Manager or designee from their kitchen is responsible for transport of the school lunch funds. The unit member will be paid \$160 per school year. The stipend will be paid in two increments-- \$80 in the last paycheck in January and \$80 in the last paycheck for the school year. In instances where a position is split, the stipend will be paid on a prorated basis. When there is a vacancy, the job will be posted in the appropriate building.

When a money carrier is absent for 10 or more consecutive days, a substitute money carrier may be identified by the Director of Food Services. The substitute money carrier will be paid a pro-rated portion of the stipend when they fill the role for 10 or more consecutive days. The regular money carrier will not receive a pro-rated portion of the stipend for all time when a substitute money carrier is paid.

Money Counter Position(s)

There will be one money counter position. The unit member is responsible to bring cash at the end of the day to the School Lunch Office. Additionally, the unit member remains in the Director of Food Services' office, counts and reconciles all cash received each day from all six school buildings. The unit member will be paid for the additional hours each school day. The unit member does not receive the money carrier stipend.

The District will post and fill the unencumbered position with a minimum of one money counter position. The unit member(s) will bring cash at the end of the day to the School Lunch Office. Additionally, the unit member(s) remains in the Director of Food Service's office, counts and reconciles all cash received each day from all six school buildings. The unit member(s) will be paid for the additional hours each school day.

Article 12 -- Temporary Assignments

Any unit member assigned to an Assistant Cook or Cook Manager's position after five (5) working days have passed, will have their base salary increased by 10% effective on the sixth (6) day and will continue to receive that higher rate while they work in either the Assistant Cook or Cook Manager positions in a given year.

When the cook manager is absent, the temporary time will be offered to the assistant manager(s) based on seniority of unit members assigned in the same kitchen, not to exceed 40 hours in any given week.

When a unit member of four hours or more is absent, the temporary time will be first offered to a three-hour contracted unit member whenever possible, not a substitute.

Article 13 -- Promotion

Any unit member who has been promoted to Assistant Cook or Cook Manager shall have their salary adjusted a minimum of ten percent (10%) or higher, at the discretion of the Director of Food Services, subject to the approval of the Assistant Superintendent of Schools.

A unit member that assumes the responsibilities of cook manager in multiple locations, on a permanent basis, shall have their salary adjusted a minimum of ten percent (10%) or higher, at the discretion of the Director of Food Services, subject to the approval of the Asst. Superintendent of Schools. If the unit member transfer back to one primary location, the dollar equivalent from the time of promotion will be deducted from the current hourly rate.

Article 14 -- Sick Leave

- A. Unit members working less than 30 hours per week shall accrue .2 sick days per payroll period, cumulative to 4 sick days per contract year. Unused sick days at the end of the contract year may be carried over into the next contract year. Unit member may accrue up to 15 sick days.
- B. Unit members working less than 30 hours per week who have completed at least five (5) years of service with the district shall accrue .3 sick days per payroll period, cumulative to 6 sick days per contract year. Unused sick days at the end of the contract year may be carried over into the next contract year. Unit member may accrue up to 50 sick days.
- C. Unit members working 30 or more hours per week in a food service helper position shall accrue .4 sick days per payroll, cumulative to 8 sick days per contract year. Unused sick days at the end of the contract year may be carried over into the next contract year. Unit member may accrue up to 75 sick days.
- D. Unit members working 30 or more hours per week work as a Cook Manager, Assistant Cook, or Food Service Helper/Money Counter position shall accrue .6 sick days per payroll period, cumulative to 12 days per contract year. Unused sick days at the end of the contract year may be carried over into the next contract year. Unit member may accrue up to 185 sick days.
- E. Should a unit member exhaust their accumulated sick leave, the district will advance the unit member additional sick leave, up to but not to exceed their annual maximum allotment, as pro-rated from date of hire.

Should an unit member leave the employ of the district and has been advanced additional sick leave, the district will deduct the salary equivalent for the advanced sick leave from the unit member's last payroll. In the event that the unit member does not provide adequate notice of leaving the employ of the district, the district can utilize any form of collection to recover the salary equivalent for the advanced sick leave.

- F. A unit member who has exhausted his/her sick time allowance may apply to the Superintendent of Schools for additional leave and upon his/her recommendation the request may be forwarded to the Board of Education. The Superintendent of Schools reserves the right to request and receive supporting documentation for any illness. The granting of additional sick leave will be at the sole discretion of the Board of Education.

- G. Sick leave distribution will begin with the last payroll in September and end in the last payroll in June. The sick leave distribution for the last payroll in September will be two times the appropriate amount cited in paragraphs A-D.
- H. Sick leave may be used for outpatient surgery and dental work (excluding such things as dental cleaning and whitening's) where the return to work after the procedure is not appropriate.
- I. An electronic procedure (i.e. email or WinCap) may be used to record and verify unit member's use of sick leave.

Article 15 -- Personal Days

- A. For unit members working 30 or more hours per week:

After one year of continuous service and yearly thereafter at the start of the new contract year, unit members working 30 or more hours per week shall be entitled to two (2) personal days per year, non-cumulative. New unit members hired before January 31 of each school year will receive one (1) personal day, non-cumulative, after five months of continuous employment and two (2) days, non-cumulative, at the start of the next school year. New unit members hired between February 1 and June 30 will receive two (2) days, non-cumulative, after five months of continuous employment and two (2) days, non-cumulative, at the start of the next school year after their initial five months of continuous employment.

- B. For unit members working less than 30 hours per week:

After one year of continuous service and yearly thereafter at the start of the new contract year, unit members working less than 30 hours per week shall be entitled to one (1) personal day per year, non-cumulative. New unit members hired before January 31 of each school year will receive one-half (.5) personal day, non-cumulative, after five months of continuous employment and one (1) day, non-cumulative, at the start of the next school year. New unit members hired between February 1 and June 30 will receive one (1) day, non-cumulative, after five months of continuous employment and one (1) day, non-cumulative, at the start of the next school year after their initial five months of continuous employment.

- C. A "Request for Personal Day(s)" must be submitted in writing to the Superintendent of Schools through the Assistant Superintendent or his/her designee via the Director of Food Services five (5) days prior to the date requested, except in extenuating circumstances when the five (5) day provision shall be waived. The unit member must indicate the specific reason for requesting a personal day.

Requests for personal days will not be approved for the day before or the day after a holiday or school recess.

The granting or denial of a personal day under this section shall not be considered a precedent for the granting of other requests. All decisions rendered by the Superintendent of Schools, or his/her designee regarding personal days shall be final.

- D. Personal days are to be used only for personal business that cannot be conducted outside the normal work day. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation.

- E. Special requests for additional personal days will be submitted to the Superintendent of Schools through the Assistant Superintendent or his/her designee via the Director of Food Services and will be determined on a case-by-case basis with a view to the particular circumstances involved.

The granting or denial of a personal day under this section shall not be considered a precedent for the granting of other requests. All decisions rendered by the Superintendent of Schools, or his/her designee regarding personal days shall be final.

- F. Unused personal leave at the end of the current contract year will be converted into sick leave in the next contract year.
- G. An electronic procedure (e.g., email or WinCap) may be used to record and verify unit members' use of personal leave.

Article 16 – Illness In Family Leave

Three (3) days per year, non-cumulative, for all unit members, pro-rated in half day increments from date of employment.

Unit members may use family days for illnesses, medical emergencies, or hospital stays involving members of their immediate family, as needed. Under special circumstances, family days may include taking immediate family members for hospital tests, dental or doctor appointments where immediate family members are unable to attend these appointments themselves.

Immediate family is defined as spouse, child, sibling, parent, spouse's parent, grandchild, grandparent of the unit member, and legal resident of the unit member's household.

An electronic procedure (i.e. email or WinCap) may be used to record and verify unit member's use of Illness in Family Leave.

Article 17 -- Bereavement Leave

- A. Bereavement leave, three (3) days per incident - immediate family, does not affect the accumulated sick leave. Immediate family is defined as spouse, child, sibling, parent, spouse's parent, grandchild, grandparent of the unit member, and legal resident of the unit member's household.
- B. Bereavement leave of one (1) day (near relative or close associate), does not affect the accumulated leave.
- C. Additional days may be requested, under extenuating circumstances, subject to the approval of the Superintendent of Schools or his/her designee.
- D. An electronic procedure (i.e. email or WinCap) may be used to record and verify unit member's use of Bereavement leave.

Article 18 -- Family and Medical Leave

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.

The District may ask for supporting documentation, as outlined in the Family Medical Leave Act.

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

Article 19 -- Unpaid Leave

For unit members who have worked for three (3) continuous years in the District service, the Board of Education may, at its discretion, grant leaves of absence without pay or benefits. Such leaves are of one (1) year duration.

Applications for such leaves must be submitted to the Board of Education via the immediate supervisor through the Assistant Superintendent or his/her designee to the Superintendent of Schools.

A unit member, upon return from leave of absence will retain the seniority status held before the leave was granted. During a leave, the unit member will not accrue any credit toward seniority.

A written intent to return must be submitted to the Superintendent of Schools via the Assistant Superintendent of Schools or his/her designee no later than 90 days prior to the unit member's scheduled return.

Article 20 -- Unpaid Leave of Absence-Short Term

A unit member may apply for an unpaid leave of absence of up to five (5) days which shall be subject to the approval of the Director of Food Services, Deputy Superintendent or his/her designee, and Superintendent of Schools. The unit member will provide a written reason for requesting the leave and a written explanation as to why the leave needs to be scheduled at the requested time.

The decision to approve the unpaid leave of absence is at the sole discretion of the Superintendent of Schools. Additional unpaid days may be granted at the sole discretion of the Superintendent of Schools.

Unit members are advised to request the unpaid leave before making arrangements in the event the request is denied.

Article 21 -- Emergency Closings

When school is closed because of inclement weather or for emergency purposes (sewage problems, etc.) all unit members will receive their scheduled day's salary for a maximum of three (3) days in a given school year.

If the district needs to make-up student days due to an emergency closing situation and unit members previously received compensation for not reporting to work, then unit members will be required to work without additional compensation.

Approved sick, family, or personal days will be voided if they coincide with an emergency closing day. If a unit member has been scheduled to assume additional responsibilities resulting in a longer workday due to an anticipated absence, they will receive compensation for their normal work shift and not the lengthened work shift.

Article 22 -- 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 23 -- Health Insurance

1. Active Unit Members

A. Eligibility for Health, Dental and Vision Insurance benefits

Full time unit members (30 hours or more per week) will be eligible to receive health, dental and vision insurance benefits. Unit members working less than 30 hours per week may participate in the health, dental and vision insurance plans offered by the District by paying their own premiums.

B. Health Insurance

1. The Spencerport Food Services Association will participate in the Blue Point2 health insurance plans.
2. The District's contribution for medical insurance will be equal to 70% of the monthly premium for BluePoint2 Value.
3. Effective January 1, 2014 the District's contribution for medical insurance will be equal to 72% of the monthly premium for Blue Point2 Value.
4. Effective July 1, 2015 the District's contribution for medical insurance will be equal to 74% of the monthly premium for Blue Point2 Value.
5. Unit members may apply the district's monetary contribution for medical insurance to any medical insurance plan available to unit members.

C. Dental Insurance

For eligible unit members, the District will pay seventy (70) percent of the monthly premium for the district's dental insurance plan. The unit member shall be responsible for the remaining thirty (30) percent.

D. Vision Insurance

For eligible unit members, the District will pay seventy (70) percent of the monthly premium for the district's vision insurance plan. The unit member shall be responsible for the remaining thirty (30) percent.

E. Unit members who enroll in a Blue Point2 plan may not enroll in the major medical plan.

F. If the unit member is covered by, or has available to him/her, health, dental and vision insurance coverage comparable to the district plans, he/she shall not be covered under the district plan or premium contribution. In the event the unit member loses such alternate coverage, he/she may re-enter the district plan upon submission of proof of loss of alternate coverage.

G. These benefits shall not be paid for the survivors of any unit member.

2. Retired Unit Members

A. 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. The district shall pay its percentage of the premiums for the district's health plan, major medical, dental and vision care insurance at the co-payment rate it was contributing prior to retirement for retiring unit members who have completed 20 consecutive, full-time equivalent years (16 of which shall be full-time and 4 years of pro-rated equivalent service) of service in the district and are retiring from the district, are at least 55 years of age at the date of retirement, and have applied for retirement benefits from the New York State Employees' Retirement System at the time of retirement. At age 65, Medicare Part B will be the retiree's primary carrier for health insurance. When first Medicare eligible, unit members must enroll in Medicare Part B. The District's monthly monetary contribution will be based on the aforementioned percentage as applied to the premium for the Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40. The retired unit member will be billed for their share of the premiums.

The retired unit member can apply the equivalent dollar amount towards any of the available plans that coordinate with Medicare Part B, not to exceed the percentage paid by the District for Medicare Blue Choice as applied to the premium for the plan selected by the unit member.

The retired unit member will be billed on a semi-annual basis by the District for their share of the premium. Coverage will be terminated should the retired unit member fail to provide payment within 30 days of billing.

B. These benefits shall not be paid for the survivors of any retiree.

Article 24 -- Flexible Spending Account

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

Article 25 -- Workers' Compensation

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

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

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

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

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

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

will prepare, if prior calendar year reimbursement, the appropriate adjustments to the unit member's W-2 and provide a corrected W-2 within 30 days.

Article 26 -- Retirement

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 185 days.

The service increment shall be computed by multiplying the unused sick days at the time of retirement as follows:

<u>Days Accumulated</u>	<u>Dollar Amount per Accumulated Day</u>
Less than 120 days	\$10
121-139	\$11
140-159	\$13
160-185	\$15

To be eligible for the service increment, the unit member shall submit a written notice of his/her desire to retire to the Superintendent of Schools three months prior to the unit members' last day of work prior to their retirement. The notice of intent to retire is irrevocable and will be acted upon by the Board of Education.

Except as noted below, the unit member may change their date of retirement after filing the written notice of retirement with the Superintendent in the event the district offers a local retirement incentive or the district adopts an Early Retirement Incentive offered by the New York State Employees' Retirement System (NYSERS). The unit member would be allowed to amend the retirement date to fall within the window of eligibility for the local or state retirement incentive.

With the recommendation of the Superintendent and approval of the Board of Education, a unit member may rescind their notice of retirement in the event the unit member experiences an unforeseen circumstance or emergency (such as the death of a spouse), without losing their eligibility to receive the Service Increment in the future. The Board of Education will consider the unit member's unforeseen circumstance or emergency and the recommendation of the superintendent. The decision of the Board of Education will be final.

In addition, the notification requirement as outlined above will be waived upon acceptance of evidence of Tier reinstatement after January 31 of the school year by the Superintendent of Schools or the District offers a NYSERS retirement incentive.

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

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 403(b) 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 27 -- 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 28 -- 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.

A. 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.

B. 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), NYSUT Member Benefits, 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 29-- Direct Deposit

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

Article 30 -- Grievance Procedure

A grievance is a complaint by a unit member, or group of unit members within the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

Grievances must be initiated within twenty (20) working days after the unit member(s) knew or should have known of the act or condition on which the grievance is based.

If a grievance affects a group of unit members it may be submitted by the association directly at Step B described below.

Time limits at any step of this procedure may be extended by mutual written consent between the association and the district. Should the time limits, at any step, be exceeded by the district, the grievance may be processed to the next higher step of the procedure. Should the association not meet the time limits of the procedure, the grievance will be considered as resolved at the last response. All grievance records and documents shall be filed separately from the personnel files.

- A. A unit member having a grievance will discuss it with the Director of Food Services, with the objective of resolving the matter informally.

The Director of Food Services will provide an oral reply within ten (10) working days.

- B. If the complaint is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent of Schools, or designee, within ten (10) working days after the oral reply in Step A. The Assistant Superintendent or designee shall render a decision thereon, in writing, and present it to the unit member, his/her representative, and the association within ten (10) working days.

- C. If unresolved at the Assistant Superintendent level (Step B), a written request for a meeting to appeal the decision at Step B shall be presented to the Superintendent of Schools within ten (10) working days after the written reply in Step B. Within ten (10) working days of receiving the request, the Superintendent of Schools, or their designee, shall set up a meeting with the unit member and her/his representative, if requested by the unit member. The meeting will be held to discuss the complaint.

The Superintendent of Schools, or designee, after reviewing the complaint with the unit member, shall send a written reply of their decision within ten (10) working days of the meeting to the unit member and their representative, if attending the meeting, and the association.

- D. If the association is not satisfied with the decision at Step C, it may submit the grievance to arbitration by written notice to the Superintendent of Schools within fifteen (15) working days of the decision at Step C.

The Superintendent and the association will attempt to 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.

The selected arbitrator will hear the matter and render a decision. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusion on the issues.

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.

The decision of the arbitrator shall be final and binding upon all parties.

The costs for the arbitration, including the arbitrator's fees and all related expenses (including transcripts, stenographer, etc.), will be borne equally by the Board of Education and the association.

Article 31 -- "Grandfathering"

It is agreed by the Spencerport Food Services Association and the District that any current unit member hired prior to July 1, 2000, while serving in a 27.5 hour per week position will be considered as "full time" and will receive all of the benefits of unit members working 30 or more hours per week as detailed in this agreement.

Article 32 -- Duration of Agreement

Section 1

The provisions of this agreement shall become effective as of July 1, 2013 and shall continue in force and effect through and including June 30, 2016 or until a successor agreement is reached.

Section 2

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.

In witness whereof the parties have caused these present to be signed and the _____ day of _____, 201__.

APPROVED:

Cynthia Ridd, President
Spencerport Food Services Association

date

Noreen Ford
Spencerport Food Services Association

date

Amanda Rogers Spencerport Food Services Association	date
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Daniel Milgate, Asst. Superintendent of Schools Spencerport Central School District	date
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Richard Wood, Exec. Director of Business Operations Spencerport Central School District	date
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Jamie Lissow, Director of Personnel Spencerport Central School District	date
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