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**Agreement between the
West Genesee
Paraprofessionals
Association
and the
West Genesee
CSD**

July 1, 2012 - June 30, 2016

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AGREEMENT

This Agreement is between the Superintendent, as Chief Executive Officer of the West Genesee Central School District hereinafter termed "District" and the West Genesee United Paraprofessionals Association, hereinafter termed the "Association."

***ARTICLE I
RECOGNITION***

A. Bargaining Unit

This unit shall consist of all employees in the position of Teaching Assistant and Teacher Aide and excluding all others.

B. Recognition

The District hereby recognizes the Association as the sole exclusive collective bargaining representative with respect to wages, hours, administration of grievances and other terms and conditions of employment for all bargaining unit members.

***ARTICLE II
PROBATIONARY PERIOD***

The Civil Service Commission (County Personnel Office) Rules and Regulations shall govern the probationary periods for Teacher Aide employees in this unit.

Appropriate Education Law shall govern the employment of Teaching Assistants.

***ARTICLE III
ASSOCIATION RIGHTS
A - Dues Check Off***

Section 1.

The District agrees to deduct from the wages of the employees covered by this agreement, in accordance with the terms of the signed authorization to do so, the membership dues as designated by the Association for membership therein or an Agency Fee as set by the Association. The authorization may be withdrawn by the employee at any time but this must be in writing, to both parties, at which time said individual will change to Agency Fee status.

Article III (cont'd)

Section 2

The Association shall certify to the Superintendent, in writing, the current rates of membership dues for payroll deductions. The Association shall give the Superintendent thirty (30) days written notice prior to the effective date of any rate change in the Agency fee or Union dues.

Section 3

The District will deduct, on a bi-weekly basis, the amount of dues authorized according to Section I and shall transmit the total amount collected to the Association by the 15th of the following month along with a list of employees covering same. The number of deductions shall be agreed to by the parties prior to August 15 each year.

B - Payroll Deductions

The District will provide payroll deductions for the following items in accordance with District policy on such matters.

1. Payroll Savings Plan
2. United Fund
3. Insurance Premiums
4. Tax Sheltered Annuities
5. Credit Union
6. Union Dues
7. Agency Fee Payments

8. NYSUT Benefit Trust The District shall deduct and remit payments to the NYSUT Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

This benefit shall expire on June 30th in the last year of this contract.

9. Section 125 The District shall provide a Section 125 Plan in accordance with IRS regulations. The 125 Plan offered will include provisions for premium conversion, un-reimbursed medical expenses, dependent care expenses, adoption expenses, and premium expenses for vision plans not offered by the district. The District will pay all administrative fees associated with the Section 125 Plan.

Article III (cont'd)

C - Association Activities

The District shall provide up to five (5) days leave with pay for the Association President/and/or designee to conduct Association business or to attend union conferences and/or conventions. The Association President shall give the Superintendent at least two (2) weeks notice of a request for this allowance. Said notice will provide the name of the individual, the dates requested and the purpose of the same. The District will pay for the substitute costs for up to three (3) days utilized for conferences. The Association will reimburse the District for substitute costs for any conference days over three (3) days and for all days utilized for Association business.

***ARTICLE IV
MANAGEMENT RIGHTS***

Section 1

It is the intention of the parties that all rights, powers, prerogatives and authority that the District had prior to the signing of this Agreement are retained by the District except as modified by the specific provisions of this Agreement. This Agreement constitutes the full and complete commitments of the District to the Association.

***ARTICLE V
ASSIGNMENT NOTICES***

It is to be understood that assignments of Teacher Aides and Teaching Assistants are dependent on a number of factors such as budgetary limitations, enrollment in various buildings, programming, etc. The administration shall give tentative notice of assignment as soon as practical, or by the last scheduled instructional day, and it is to be understood that such tentative assignment may be subject to change.

***ARTICLE VI
WORKDAY - WORK YEAR***

- A. Assistants will work a maximum of seven (7) hours and twenty (20) minutes a day including one half (1/2) hour paid lunch period.
- B. Assistants will work the teacher calendar.
- C. Teacher Aides will work the teacher calendar and their salary shall be computed on the basis of two hundred (200) days.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. Grievance

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days of the date of occurrence of the event over which the grievance is made, and be processed in accordance with the following steps, time limits, and conditions:

Step 1.

The grievant shall first take up his/her grievance with his/her immediate supervisor, and if requested by the grievant, a designated member of the Association may be given an opportunity to be present.

Step 2.

If the grievance is not settled at Step 1, the grievant may within ten (10) working days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to his/her principal or next level of supervision, who shall within five (5) working days after receipt give his/her written answer.

Step 3.

If the grievance is not settled by the written answer in Step 2, the grievant may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Association's Grievance Committee within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievant within ten (10) working days after the close of the discussion.

Step 4. Arbitration

If the grievance is not settled by the written answer of Step 3, the grievant may further appeal by giving written notice thereof to the American Arbitration Association.

Article VII (cont'd)

- a. The arbitration proceeding shall be conducted under the rules of the American Arbitration Board.
- b. The Arbitrator shall have no power or authority to add to, subtract from or modify, change or alter any of the provisions of this Agreement.
- c. The decision of the Arbitrator shall be advisory upon both parties.
- d. Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the West Genesee Paraprofessionals Association.

Step 5.

The Clerk of the Board, within fifteen (15) working days after the receipt of the advisory arbitration decision shall submit same to the Board of Education who shall discuss same with the Association Grievance Committee in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

Section 2

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievant at his/her election may advance to the next step in this procedure.

***ARTICLE VIII
JOB POSTINGS***

1. Job openings in the Bargaining Unit will be posted for seven (7) school days in the main offices of each school and the District office, with a copy sent to the Unit president when posted, prior to "outside announcements" for recruiting. Positions may not be filled by the Board of Education until posted for the seven (7) full school days.
2. All job postings will include:
 1. Date of post
 2. Job description
 3. Location of work and number of hours
 4. Starting wage rate
 5. Person to whom application is to be made

Article VIII (cont'd)

3. All applications for such positions shall be in writing and all applicants will be notified in writing as soon as the position is filled with a copy to the union president.
4. From July 1 to September 1, notices (i.e., postings and jobs filled) shall be mailed to the president of the Association.
5. All factors being equal, job openings will be filled in the following manner:
 - a) Certification, if required.
 - b) Ability to perform the work required.
 - c) Worker has the capacity to meet physical requirements of the position.
 - d) Seniority.

ARTICLE IX
A - Evaluation

All bargaining unit members shall be evaluated at a minimum of one (1) time per school year by the principal or his/her administrative designee. The final written evaluation for a school year must be received by the employee no later than June 1st.

The evaluation form is to be completed and signed by the evaluator and the employee. A copy shall be given the employee. Within five (5) days after the evaluation either party may request a conference to review same. That conference will be held at a mutually convenient time but not later than ten (10) days after the request. If a bargaining unit member is found deficient in his/her evaluation, the employee and evaluator will mutually develop a plan for improvement with sufficient time given for implementing said plan before that aspect of the employee's work is reevaluated.

If the employee disagrees with the evaluation (s)he shall have fourteen (14) days from the date of signing to submit a written statement which shall be attached to the evaluation and shall become a permanent part of the personnel record of the employee.

Article IX (cont'd)

B - Personnel File

An employee wishing to review his/her personnel file shall notify the Director of Personnel, in writing, and the Director of Personnel shall arrange the review at a mutually convenient time within the following ten (10) days. An employee is entitled to have a representative of the Association present at such review. The Association agrees that this provision shall not be implemented in such a way as to unduly interrupt the District office routine. No derogatory material may be placed in a bargaining unit member's file without notification to the bargaining unit member. There shall be only one (1) official personnel file for each bargaining unit member.

An employee may copy the contents of his/her personnel folder, excluding confidential recommendations. The charge for each copy shall be no more than what the District normally charges for same.

C - Discipline

1. Disciplinary action for bargaining unit members may be limited to a written warning, suspension and/or discharge. In all such cases, the District will specify the reason(s) in writing for its action.
2. Teaching Assistants will be disciplined under appropriate Education Law, and such action shall be subject to the grievance procedure and the hearing specified below. The District agrees that it will not discipline or discharge an employee except for good reason, such as, but not limited to, insubordination (refusal of a direct work order), drinking of alcoholic beverages while on duty, use of a controlled substance, deliberate abuse of property, and/or endangering the health and safety of students or employees. In the event the District decides to discharge or suspend an employee, except for the specific reasons cited above, it will not do so unless it holds an administrative hearing within a week of the occurrence, giving rise to the discipline and the employee shall be paid until such hearing is held. The Association may grieve any such action. If the hearing decision is not satisfactory to the Association, then the case may be processed as a grievance for a final decision. The employee shall remain suspended without pay until a decision on the action is rendered in the final step of the grievance process. Should the final decision be less than the lost wages of the employee, (s)he will be paid the difference until reinstatement.
3. A suspended or discharged employee must notify the Association within five (5) days after receiving notification of such action and his/her desire to appeal the suspension or discharge.

ARTICLE X

A - Reduction in Force

There shall be three (3) layoff units for Teacher Aides as follows:

- Unit I Less than seventeen and one half (17 1/2) hours.
- Unit II Seventeen and one half (17 1/2) hours, but less than thirty (30) hours.
- Unit III Thirty (30) hours or more.

Layoffs in any of the above units shall be determined by inverse District wide seniority.

Full-time Teacher Aides who are laid off shall be placed on a layoff list for a period of two (2) years. Full-time Teaching Assistants who are laid off shall be placed on a layoff list for seven (7) years. Employees who are recalled to a unit position from the layoff list shall have the right of two (2) refusals and thereafter shall be removed from said list. The District reserves the right to employ a temporary employee during the notice and acceptance requirements of recall. Employees who are recalled shall be notified by certified mail at the address last filed with the District. Failure to respond within the period of posting or failure to begin employment within thirty (30) calendar days from the end of the posting shall constitute a refusal. A refusal shall require other persons on the list to be recalled in order of seniority if applicable before the District may hire from outside the bargaining unit.

Individuals on the Preferred Rehiring List may apply for vacant positions in lower categories.

The preferential hiring list will be exhausted prior to outside recruitment.

B - Seniority

Seniority is the length of continuous service from the most recent date of hire.

ARTICLE XI
MILEAGE REIMBURSEMENT

Any bargaining unit member required to use their own car during the course of their regular assignment will be reimbursed at the IRS rate.

**ARTICLE XII
INSURANCE**

A - Health

The District shall assume the following responsibilities for health and major medical insurance. Any reference to benefits are subject to the provisions and limitations of the master policy issued by the insurance company which is on file in the Office of the Superintendent. The health plan shall be the same as the plan offered to the District's teachers.

1. The insurance plan will be contributory as outlined in the following tables:

Table I (any employee working thirty [(30)] hours or more per week)

<u>Coverage</u>	<u>School Dist. Contribution</u>	<u>Employee Contribution</u>
Single	90%	10%
Dependent	80%	20%

Table II (employees working seventeen and one half [17 1/2] hours per week)

Single	65%	35%
Dependent	53%	47%

2. Members of staff working less than seventeen and one half (17 1/2) hours per week will pay full cost of health and major medical insurance.
3. The District's contribution for the HMO premiums will be in the same manner as negotiated with the District's teachers.

B - Dental Insurance

1. The District shall offer a Dental Plan to each participating unit member which is the same plan that is offered to its teachers. The District's contribution shall be as follows:

<u>Individual</u>	<u>Family</u>
\$175	\$175

C - Liability

The Board of Education in compliance with Section 3023 shall save harmless and protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school buildings and will arrange for and maintain appropriate insurance with insurance companies authorized by the State of New York.

However, the employees shall, within ten (10) days of the time (s)he is served with any summons, complaints, process, notice, demand or plea, deliver the original or a copy of the same to the Board of Education or the Superintendent.

D - Leave Allowable Due to Injury Incurred in Line of Duty

In the event of absence due to injury incurred in the performance of duty:

1. Provisions of Workers' Compensation Law shall be followed.
2. Sick Leave taken by a bargaining unit employee as a result of an on the job injury shall be reinstated to the employee's accumulated sick leave on a prorated scale based on the extent to which the employer is reimbursed by the Compensation Carrier for wages during the employee's absence from work. This shall be computed by dividing the daily wage of the employee into the total reimbursement from the Compensation with the quotient equal to the number of days to be reinstated. Fractions less than one half (1/2) day will be not credited, but fractions more than one half (1/2) day will be credited as a full day.

E - Vision Insurance

Full-time employees may participate at same level of coverage as other district employees in any district offered vision plan. (District share is \$50 for Individual / \$100 for Family)

ARTICLE XIII
RETIREMENT PLAN

1. All Aides covered by this Agreement have the opportunity to join the New York State Employees' Retirement System. While full-time Teaching Assistants must join the New York State Teachers' Retirement System, part-time Teaching Assistants have the right to join.
2. There are now six (6) District groups of Retirement System members.

For convenience these groups are identified as Tiers 1, 2, 3, 4, 5 and 6. The following determines the Tier to which you belong:

If you last joined the Retirement System:

Before July 1, 1973, you are a Tier 1 member.

Between July 1, 1973 and July 1, 1976, you are a Tier 2 member.

Between July 1, 1976 and August 31, 1983, you are a Tier 3 member.

Between September 1, 1983 and December 31, 2009, you are a Tier 4 member.

Between January 1, 2010 and March 31, 2012, you are a Tier 5 member.

On or after April 1, 2012, you are a Tier 6 member.

- 3.1 Tier 1 members are covered under the Retirement and Social Security Laws, Article 2, Section 75i (New Career Plan).
- 3.2 Tier 2 members are covered under Section 75i (New Career Plan) subject to the limitations of Article 11 of the Retirement and Social Security Law.
- 3.3 Tier 3 members are covered under the Retirement and Social Security Laws, Article 14. Tier 4, 5, and Tier 6 members are covered under Retirement and Social Security Laws, Article 15. Members are required to make contributions to the Retirement System per the Teachers' Retirement/Employees' Retirement System regulations.
4. More detailed information on the various Tiers of membership may be obtained by writing to:

Teacher Aides

New York State Employees' Retirement System
Gov. Alfred E. Smith State Office Building
110 State Street
Albany, New York 12244
Phone: 1-866-805-0990
www.osc.state.ny.us/retire

Article XIII (cont'd)

Teaching Assistants

New York State Teachers' Retirement System
10 Corporate Woods Drive
Albany, New York 12211-2395
(518) 447-2900
(800) 348-7298
www.nystrs.org

A representative of the Retirement System is also available on the 2nd and the 4th Friday of each month at the Onondaga County Courthouse to answer any questions you may have.

***ARTICLE XIV
SALARY***

- A. All returning bargaining unit members will have their prior year's hourly rate adjusted as follows:

2012-13	2.25%	2014-15	2.75%
2013-14	2.50%	2015-16	3.00%

All SYSOPS shall receive an annual stipend of \$300 in each year of the contract

- B. For bargaining unit employees hired prior to June 30, 2010:

For the 2012-13, 2013-14, 2014-15 and 2015-16 school years bargaining unit members who complete five, ten, or fifteen years of service in the district will receive an additional twenty-five cents (\$.25) an hour. The hourly rate increase becomes effective September 1, following the fifth, tenth and fifteenth anniversary of employment as a bargaining unit member. *(These increases [\$.25/hour] are accumulative)*

- C. Teaching assistants who hold a Baccalaureate Degree shall receive a stipend of three hundred fifty (\$350) dollars.

Article XIV (cont'd)

D. The entry level for teaching assistants shall be as follows:

2012-13	\$19,400	2014-15	\$19,600
2013-14	\$19,500	2015-16	\$19,700

E. The entry level salary for teacher aides shall be as follows:

2012-13	\$11.10 per hour	2014-15	\$11.30 per hour
2013-14	\$11.20 per hour	2015-16	\$11.40 per hour

To determine a Teacher Aide's salary, his/her duty rate will be multiplied by two hundred (200) and then divided into twenty-one (21) equal paychecks.

F. Longevity

Paraprofessional personnel having the appropriate length of service with the District shall receive a longevity increment per the following schedule: (These longevitys are accumulative.) In the event an employee retires, effective the last instructional day in June, the retiree shall be entitled to receive their final longevity payment as part of their last pay check before June 30th.

<u>Longevity</u>	<u>Beginning</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
10 years	11 th year	\$200	\$205	\$210	\$215
15 years	16 th year	\$200	\$205	\$210	\$215 additional
20 years	21 st year	\$220	\$225	\$230	\$235 additional
25 years	26 th year	\$270	\$275	\$280	\$285 additional

**ARTICLE XV
LEAVES**

A - Jury Duty

1. Jury duty is a civic responsibility which should be recognized and accepted by all citizens. Request for exemption from duty will be made by District officials only under the following circumstances:
 - a) In the case of Teaching Assistants involved in special areas of whom substitutes are not available.
 - b) Teaching Assistants at a critical time preceding final examinations where hardships may be worked upon students.
2. School personnel called for jury duty will continue to receive regular remuneration.

Article XV (cont'd)

B - Leave for Personal Business & Religious Observance

1. A written application (presented at least twenty-four [24] hours in advance) for personal leave not to exceed three (3) days per year, will be honored as stipulated in the following explanation. The three (3) personal days are divided into categories:
 - a) One (1) day without reason, subject to these principles:
 1. Not for recreation
 2. Prior notice - 24 hours
 3. Subject to the manning requirements of the District.
 - b) One (1) day with the employee checking the specific reason from this list:

Attorney, mortgage or realtor's office, where legal transaction requires the employee's presence

College visitation or graduation of immediate family (one [1] day per incident)

Marriage immediate family (one [1] day per incident)

Presence requested by governmental agency (e.g., State Education Dept., New York State Legislature)

Special religious holiday

Personal disaster making it physically impossible for employee to report to work
 - c) One (1) day with the employee checking a box which states that one of the specific reasons listed in (b) above is applicable, but the employee does not signify which one.
2. A bargaining unit member requesting a personal day before or the day after a vacation period must use the procedure outlined in (b) above.
3. Unused personal leave days will be added to accumulated unused sick leave.

Article XV (cont'd)

C - Sick Leave

1. Sick leave for all employees shall be twelve (12) days per year granted after the first (1st) day of attendance of the year, with the exception of an employee new to the District. New employees will be granted six (6) days after the first (1st) day of attendance and an additional six (6) days on February 1. This leave shall be cumulative.
2. Each employee will be informed of his/her accrued number of days of sick leave upon his request.
3. After five (5) days of sick leave in any school year, the Superintendent may, at his discretion, require a physician's certification of illness for subsequent claims under sick leave provisions.
4. Two (2) days non-accumulative sick leave will be allowed for summer school.
5. Employees shall be granted 1.2 days sick leave per month of employment.

D - Leave for Sickness or Death in Family

1. Bargaining Unit Members will be allowed five (5) days of absence per school year for each individual incident without loss of pay on account of critical illness or death in the immediate family (severe or hospitalization).
2. Immediate family shall include son, daughter, husband or wife, mother or father, mother-in-law or father-in-law, sister or brother, or person occupying the position of parent.
3. These days will be deducted from the accumulated sick leave.

E - Leave for Death of Relatives

One (1) day deductible leave from a Bargaining Unit Member's accumulated days of sick leave shall be allowed for absence due to death of uncle, aunt, cousin, nephew, niece, grandparent, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

F - Leave of Absence

1. The Board may, at its discretion, grant leaves of absence, either with or without pay, upon application by a member of the bargaining unit.
2. The leave shall in no case be for more than one (1) calendar year.

Article XV (cont'd)

3. The leave may be granted for the following reasons (but not necessarily limited to these reasons):
 - a) Travel for professional improvement
 - b) Professional study or travel
 - c) Professional Improvement for special assignment or duty
 - d) Illness in the immediate family requiring the services of the bargaining unit member

G – Sick Bank

The following conditions and procedures shall apply with respect to sick leave for prolonged illness for full-time Teacher Assistants and Full-time Teacher Aides only:

1. Teaching Assistants may contribute no more than three (3) days annually to either a Teaching Assistant or a Teacher Aide. Teacher Aides may contribute no more than three (3) days annually to another Teacher Aide.
2. Requesting bargaining unit employees must expend all accumulated sick time plus a loss of pay for the next ten (10) consecutive school days before eligible for sick bank.
3. The rate of compensation will be at the starting rate of pay, for the current contract year, for whatever classification the requestor is employed in, Teacher Assistant – Article XIV Section D or Teacher Aide – Article XIV Section E.
4. The maximum number of days that can be accessed for any one request is fifty (50).
5. The bank may not be utilized for bargaining unit employees out on Worker's Compensation.
6. The Superintendent or designee and the President of the WG Paraprofessionals Association shall consult with each other on each application prior to submission to the request.
7. The request will be sent to the President of the Association in writing and include the following:
 - a) Nature of illness
 - b) Physician's recommendation
 - c) Estimated number of sick bank days needed

Article XV (cont'd)

8. The request shall be reviewed by a committee consisting of:
 - a) The President of the Association or designee
 - b) A Teacher Assistant or Teacher Aide (whichever is applicable)
 - c) The Superintendent or designee
9. If approved by the committee, the Superintendent shall present the recommendation to the Board of Education for final approval.
10. Any sick bank days granted that go unused will be returned to the donating employees.
11. The Association will be responsible for soliciting, tracking and reporting of sick bank donations, usage, membership and balances. A report of the same shall be provided to the Assistant Superintendent for Human Resources or designee on a monthly basis.

**ARTICLE XVI
MISCELLANEOUS**

A. Savings Clause

If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all the provisions or applications will continue in full force and effect.

B. Retirement Award

Employees who retire under the conditions established by the New York State Teachers/New York State Employees' Retirement System, (membership not required) with ten (10) or more consecutive years of service to the District and who serve written notice of such intended retirement at least three (3) months prior to the date of retirement, shall receive upon retirement a one-time only bonus as follows:

Twenty-five (\$25) dollars multiplied by said employee's unused sick days not in excess of one hundred-fifty (150) days.

Any bargaining unit member that retires on the last instructional day of the school year ended June 2013, will be eligible for a retirement incentive of \$2,500 prorated. The member must notify the District of their intent, in writing, by March 1, 2013.

Bargaining unit members that retire in their first year of eligibility, effective on the last instructional day of any given school year, are eligible for a retirement incentive of \$2,500, prorated, for the years ending June 2014, 2015, and 2016. The member must notify the District of their intent, in writing by March 1st of the year in which they are retiring.

Article XVI (cont'd)

Part-time employees are eligible for this benefit on a prorated basis. Part-time status will be calculated on the employee's last full-year of employment. Full-time employment for this benefit is six (6) hours per day.

Bargaining unit members who retire from the District with ten (10) or more years of service, and provide three (3) months notice, will receive one (1) full year of paid family health insurance or three (3) full years of paid individual health insurance to a maximum of the Blue Cross/Blue Shield premium rate. Eligible members will be able to select either individual or family coverage at the time of retirement, regardless of what plan they have in their last year of active employment.

C. Educational Benefits

Employees will be eligible for reimbursement for college course work and/or training to a maximum of two thousand four hundred (\$2,400) dollars for period of July 1, 2012 through June 30, 2016. One thousand two hundred (\$1,200) dollars from July 1, 2012 through June 30, 2014 and one thousand two hundred (\$1,200) dollars from July 1, 2014 through June 30, 2016. Reimbursement is contingent upon receiving prior written approval from the Building Principal and the Assistant Superintendent for Curriculum and Instruction, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Building Principal.

D. Call Back

When bargaining unit members are called back to work by a designated individual, they will be paid for the actual hours worked or a minimum of two (2) hours, whichever is greater, plus mileage at the IRS rate.

E. Workshop Attendance

Bargaining unit members authorized to attend workshops outside of their regular work hours will be paid at their hourly rate of pay.

Bargaining unit members who serve as the instructor of a District workshop will be compensated at the teacher workshop leader rate.

F. Substituting

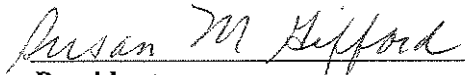
When a bargaining unit member volunteers to substitute for a District teacher, s(he) will be compensated at their per diem rate or at the teacher substitute "after 30-day" rate, whichever is higher.

Article XVI (cont'd)

G. Duration of Agreement

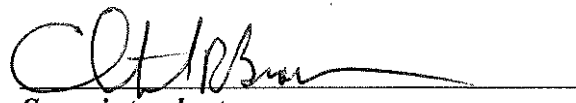
The above Agreement is hereby approved on this 1st day of February, 2012, and witness whereof the parties concerned have affixed their signatures. All provisions shall take effect as of July 1, 2012 and continue in effect through June 30, 2016 unless otherwise so indicated.

*West Genesee Paraprofessionals
Association*



*President
West Genesee Paraprofessionals
Association*

Board of Education



*Superintendent
West Genesee Central School
District*

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE WAIVER

Full-time employees (29 1/2 or more hours per week) eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:

- A. If an employee elects to waive participation in the District's Health Insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
- B. Employees who elect to waive participation in the District's Health Insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The waiver option must be renewed by the individual annually during the September open enrollment period.
- C. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
- D. Employees who elect to waive their participation in the District's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount of time the employee did not have health insurance coverage through the District.
- E. Employees who elect to waive their participation in the District's health insurance program and then find it necessary to rejoin, would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the District.
- F. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application, is eligible for the waiver inducement amount.
- G. Eligible employees with district health insurance who serve written notice of intended retirement at least three (3) months prior to the date of retirement and elect to waive participation in the District's paid Health Insurance Retirement Award of either one (1) year of family coverage or three (3) years of individual coverage, pursuant to Article XVI (B), shall be eligible for a one time payment of one thousand dollars (\$1,000) payable on the last pay date in June.

HEALTH INSURANCE WAIVER (cont'd)

It is understood that once health insurance coverage is waived, the employee will be ineligible to obtain health insurance through district offered plans anytime past the time of discontinuance. Should a retiree elect COBRA (within 60 days of discontinuance), the retiree shall reimburse the district the \$1,000 and pay 102% of the premium prior to receiving COBRA insurance.

Dusan M. Bifford 7/30/2012
For the Union Date

Cliff Brown 7/31/12
For the District Date

MEMORANDUM OF AGREEMENT

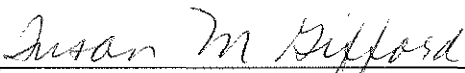
Dated February 1, 2012

EXTRA DUTY PAY


Teaching Assistants extra duty rate of pay will be equal to the regular hourly rate plus \$0.70 per hour for each year of the agreement (2012 – 2016).

WORK YEAR


Effective with the 2001-2002 school year, the work year shall be identified as **1,466** hours.



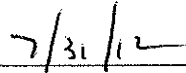
West Genesee Paraprofessionals Association



Date



West Genesee Central School District



Date

MEMORANDUM OF AGREEMENT

Paraprofessionals' 2012-2016

The parties have discussed and agreed upon the following contract clarification and changes in wording:

Article XII, page 9, Section A - Health

1. The insurance plan will be contributory as outlined in the following tables:

Table I (any unit member working over 29 hours per week)

Article XII, page 9, Section B – Dental Insurance

1. The District shall offer a Dental Plan to each participating unit member which is the same plan that is offered to its teachers. The District's contribution shall be as follows:

<u>Individual</u>	<u>Family</u>
\$175	\$350

Article XII, page 10, new Section F – Life Insurance

Unit members that work more than twenty (20) hours per week are eligible to participate in the District offered life insurance program at their own expense.

Article XVI, page 18, Retirement Award

Last Paragraph add:

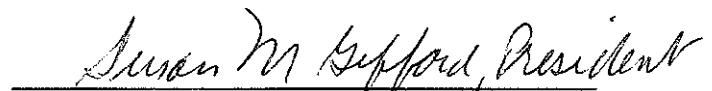
“Eligible members” is defined as those unit members working more than 29 hours per week.

The parties have agreed that for the 2012-13 school year only, the district will allow unit members who have submitted notice of retirement prior to March 1, 2013 and also who work 17.5 hours or more hours per week, but less than 29 hours per week to receive a prorated health insurance retirement benefit.



For the West Genesee School District

3/14/13
Date



For the West Genesee Paraprofessionals' Assoc.

March 14, 2013
Date

**Memorandum of Agreement
Between
West Genesee Central School District
and
West Genesee Paraprofessionals Association**

Whereas, the West Genesee Central School District ("the District") and the West Genesee Paraprofessionals ("the Association") agree to modify the July 1, 2010 – June 30, 2012 agreement as follows:

Article XVI – Miscellaneous - Section B – Retirement Award – Page 17

After:

"Twenty-five (\$25) dollars multiplied by said employee's unused sick days not in excess of one hundred-twenty-five (125) days."

Add the Following:

Employees retiring between January 1, 2012 and June 30, 2012 will have the three (3) month notification requirement for payment of sick days above waived.

-And-

Any eligible bargaining unit member retires between January 1, 2012 and June 30, 2012 will be eligible to receive a \$3,000 retirement award, prorated. The bargaining unit member must notify the District in writing no later than June 30, 2012.

Therefore, the District and the Association agree to modify the agreement for the Period of July 1, 2010 through June 30, 2012 as stipulated by the Memorandum of Agreement.



For West Genesee Central School District



For West Genesee Paraprofessionals Association

6/12/12

Date

6/12/12

Date

