



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: **Spencerport Central School District and Spencerport School Lunch Association (2003)**

Employer Name: **Spencerport Central School District**

Union: **Spencerport School Lunch Association**

Local:

Effective Date: **07/01/03**

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

PERB ID Number: **6261**

Unit Size: **40**

Number of Pages: **22**

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/>

CAF \ 6261

# **AGREEMENT**

between

**SUPERINTENDENT OF SCHOOLS  
SPENCERPORT CENTRAL SCHOOL DISTRICT**

Town of Ogden, Gates, Greece  
and Parma

and

**SPENCERPORT SCHOOL LUNCH ASSOCIATION**

**July 1, 2003 - June 30, 2006**

**RECEIVED**

MAR 07 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
<u>No.</u>	<u>Title</u>	
	Grievance Procedure .....	1
1	Sick Leave.....	4
2	Bereavement .....	5
3	Personal Days.....	5
4	Family Emergency Days.....	6
5	Family Medical Leave .....	7
6	Unpaid Leave .....	7
7	Health Insurance .....	7
8	Work Year and Work Hours .....	10
9	Additional Activities.....	10
10	Emergency Closings .....	11
11	Retirement.....	11
12	Temporary Transfers.....	12
13	Promotion.....	12
14	Longevity .....	12
15	Paid Holidays .....	13
16	Salary .....	13
17	Jury Duty.....	13
18	Clothing Allowance .....	13
19	Money Carrier and Counter Positions.....	14
20	Workers' Compensation .....	14

<u>ARTICLE</u>		<u>PAGE</u>
<u>No.</u>	<u>Title</u>	
21	Breaks .....	15
22	Probationary Period .....	15
23	Direct Deposit .....	15
24	Smoke-Free Environment .....	15
25	Flexible Spending Account.....	16
26	Attendance Incentive.....	16
27	"Grandfathering" for 2003-06 Contract.....	16
28	Payroll Distribution.....	16
28	Duration of Agreement .....	17

## **Agreement**

### **SUPERINTENDENT OF SCHOOLS Spencerport Central School District**

**and**

### **SPENCERPORT SCHOOL LUNCH ASSOCIATION**

#### **Grievance Procedure**

##### **Section I. Declaration of Purpose**

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees, and by which the Board of Education (hereinafter referred to as the Board) and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

##### **Section II. Definitions**

- 2.1 A grievance is a complaint by a member of the Spencerport Lunch Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- 2.2 The term Immediate Supervisor shall mean School Lunch Director.
- 2.3 Superintendent of Schools is the chief officer of the district.
- 2.4 Association shall mean Spencerport School Lunch Association.
- 2.5 Aggrieved Party shall mean any person or group of persons of the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Spencerport School Lunch Association.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
- 2.9 Board shall mean Board of Education.

### **Section III. Procedures**

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of the law, the section of the agreement involved in the said grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of fact, conclusions and supporting reasons therefor. Each decision after the Informal Stage shall be promptly transmitted to the employee.
- 3.3 If a grievance affects a group of employees it may be submitted by the Association directly at Stage I described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid extended periods of interruption of work. No overtime shall be granted when the processing of a grievance extends beyond or before the regular work day.
- 3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.
- 3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.7 Forms for filing grievances, Appendix A, shall be printed and distributed by the Superintendent of Schools so as to facilitate operation of the grievance procedure.
- 3.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.9 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustments shall not create a precedent or

ruling binding upon either of the parties to this agreement in future proceedings.

- 3.10 If any provision of this grievance or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.11 The Superintendent of Schools or his designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes or testimony, as the case may be, written arguments and briefs considered at all levels other than the Informal Stage.

The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board but shall not be deemed a public record.

#### **Section IV. Time Limits**

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within five (5) work days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### **Informal Stage**

An employee having a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally. If resolved, a record must show that this matter has been resolved.



### **5.1 Stage I Assistant Superintendent for Business**

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Assistant Superintendent for Business within five (5) work days or less after the written grievance is presented. The Assistant Superintendent for Business shall render a decision thereon, in writing, and present it to the employee, his representative and the Association.

### **5.2 Stage II Superintendent of Schools**

- a) If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this grievance procedure, the employee shall, within five (5) work days, present the grievance to the Association's Grievance Committee for its consideration.
- b) If the Grievance Committee determines that the employee has a meritorious grievance, then it will file a written appeal of the decision at Stage I with the Superintendent of Schools, within five (5) work days after the employee has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.
- c) Within ten (10) work days or less after receipt of the appeal, the Superintendent of Schools, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.
- d) The Superintendent of Schools or his/her designee shall render a decision in writing to the employee, the Grievance Committee and its representative within ten (10) working days or less after the conclusion of the hearing. The decision of the Superintendent of Schools shall be final.

### **Article 1 -- Sick Leave**

- A. .19 sick days, non-cumulative, at the start of each pay period for employees working less than 30 hours per week.
- B. .19 sick days, cumulative to fifteen (15), at the start of each pay period for employees who have completed at least three (3) years of service with the district and working less than 30 hours per week.
- C. .29 sick days, cumulative to fifty (50), at the start of each pay period for employees who have completed at least five (5) years of service with the district and working less than 30 hours per week.
- D. .38 sick days, cumulative to seventy-five (75), at the start of each pay period, for employees working 30 or more hours per week in a food service helper position.
- E. .57 sick days, cumulative to one hundred eight-five (185), at the start of each pay period for employees working 30 or more hours per week work in an Assistant Cook or Manager position.

- F. .57 sick days, cumulative to one hundred eight-five (185), at the start of each pay period for employees working 30 or more hours per week in the combined food service helper/money counter position.
- G. 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 employee 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.

- H. An employee 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.
- I. The District and Association will meet to discuss the distribution of sick leave should there be less than twenty-one (21) payroll periods in a ten month work year.

### **Article 2 -- Bereavement Leave**

- A. Bereavement leave, three (3) days per incident - immediate family, does not affect the accumulated sick leave. Immediate family is defined as wife, husband, daughter, son, brother, sister, parents, and parents of the unit member's wife or husband, grandchildren, and grandparents of the unit member.
- 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.

### **Article 3 -- Personal Days**

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

After one year of continuous service and yearly thereafter at the start of the new contract year, employees working 30 or more hours per week shall be entitled to two (2) personal days per year, non-cumulative. New employees 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 employees 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 employees working less than 30 hours per week:

After one year of continuous service and yearly thereafter at the start of the new contract year, employees working less than 30 hours per week shall be entitled to one (1) personal day per year, non-cumulative. New employees 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 employees 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 of Schools via the Director of School Food Services five (5) days prior to the date requested, except in extenuating circumstances when the five (5) days provision shall be waived. The employee 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 of Schools via the Director of School 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.

#### **Article 4 -- Family Emergency Days**

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

Employees 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 wife, husband, daughter, son, brother, sister, parents, and parents of the unit member's wife or husband, grandchildren and grandparents of the unit member.

#### **Article 5 -- Family Medical Leave**

Leaves granted under the Family and Medical Leave Act (FMLA) of 1993 are unpaid leaves of absence. The District will apply the Family and Medical Leave Act of 1993 to those employees 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 of 1993 (part 825).

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

#### **Article 6 -- Unpaid Leave**

For Employees 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 of Schools to the Superintendent of Schools.

An employee, upon return from leave of absence will retain the seniority status held before the leave was granted. During a leave, the employee 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 no later than 90 days prior to the employees scheduled return.

#### **Article 7 -- Health Insurance**

##### **July 1, 2003 to December 31, 2003**

All contractual provisions for health insurance as provided in the 2000-2003 collective bargaining agreement between the Spencerport School Lunch Association and the District will remain in force.

## **Effective January 1, 2004**

### **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 School Lunch Association will participate in the Blue Point2 health insurance plans.
2. The unit member can apply the District's monetary contribution towards the premiums of any District offered Blue Cross/Blue Shield health insurance plan; not to exceed the percentage paid by the District for Blue Point2 Select. The District will contribute an additional 5% towards the monthly premium for Blue Point2 Value as long as it does not exceed the District's monthly monetary contribution. (Example: if the District is paying 72% of the Blue Point2 Select premium, the District will pay 77% of the Blue Point2 Value premium if the dollar amount does not exceed the District's monthly monetary contribution.)
3. Effective January 1, 2004 for the 2004 calendar year, the District's monthly monetary contribution will be equal to 75% of the monthly premium for Blue Point2 Select.
4. Effective January 1, 2005 and every year thereafter, the District will increase their previous year's contribution for health insurance as follows:
  - a. If the consumer price index (CPI) provided by the State Education Department (SED) in December is less than the percentage increase for the monthly premium of Blue Point2 Select in January:

The District will increase their monthly monetary contribution for health insurance by the consumer price index provided by the State Education Department. In addition, the difference between the percentage increase for the monthly premium of Blue Point2 Select and the SED CPI will be shared equally by the District and the unit member. (Example: the monthly premium for Blue Point2 Select increases by 7% and the SED consumer price index is 3% - the District will increase their previous year's monetary contribution by 3% and half of the remaining 4%, for a total increase on the previous year's monetary contribution of 5%.)
  - b. If the percentage increase for the monthly premium of Blue Point2 Select in January is less than the consumer price index (CPI) provided by the State Education Department (SED) in December:

The District will increase their monthly monetary contribution for health insurance by the percentage increase for Blue Point2 Select. (Example: the

monthly premium for Blue Point2 Select increases by 3% and the SED consumer price index is 7%. The District will increase their previous year's monetary contribution by 3%.)

C. Dental Insurance

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

D. Vision Insurance

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

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

F. If the employee 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 employee 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. Employees who as of July 1, 1997 have fifteen (15) years of full-time service [(twelve (12) of which must be full-time and three (3) of the years may be of pro-rated equivalent service] with the district shall be eligible for 100 percent paid premium for the district's basic health (MPP), major medical and dental insurance for employees 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.

B. Effective July 1, 1997 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 employees 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. The District contribution for health insurance will be equal to the same percentage paid for active employees in Blue Point2 Select, as applied to the premium for Medicare Blue Choice (formerly Blue Choice Senior). (Example: if the District is paying 70% of Blue Point2 Select for active unit members, the District will pay 70% of the Medicare Blue Choice (formerly Blue Choice Senior) premium for eligible retired unit members starting at age 65.

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 (formerly Blue Choice Senior) as applied to the premium for the plan selected by the employee.

The employee 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.

- C. For unit members who are eligible for and select major medical coverage at time of retirement the major medical coverage shall be \$40,000 for lifetime coverage. Pursuant to the current major medical contract language, the annual reinstatement procedures shall remain in effect.
- D. These benefits shall not be paid for the survivors of any retiree.

### **Article 8 -- Work Year and Work Hours**

The unit member shall be paid for working on all full student days.

The following shall not be paid days:

- a. Superintendent's conference and staff development days – all schools.
- b. Elementary conference day(s) – all elementary schools
- c. Secondary school exam days

Additional workdays and work hours will be scheduled for employees as directed by the School Lunch Director.

### **Article 9 -- Additional Activities**

All personnel required by the School Lunch Director to work at a banquet or evening events, as approved by the School Lunch Director, shall be paid at one and one-half times their normal rate of pay for all scheduled hours that occur after the employee's regular work shift.

Additional hours assigned to an employee by the School Lunch Director to cover for another employee's absence from their regular work shift will be paid at "straight time."

### **Article 10 -- Emergency Closings**

When school is closed because of inclement weather or for emergency purposes (sewage problems, etc.) all employees 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 employees previously received compensation for not reporting to work, then employees 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 an employee 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 11 -- Retirement**

Effective July 1, 2003, when an employee 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 pay a stipend 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 employee shall submit a written notice of his/her desire to retire to the Superintendent of Schools three months prior to the employee's 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 employee 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 employee 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, an employee may rescind their notice of retirement in the event the employee 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.

The Service Increment will be paid to retiring unit members within 30 days after their retirement date.

Retiring unit members must submit on, or before, their retirement date their intention to change their Tax Sheltered Annuity salary reduction or their withholding allowances, indicating in writing their intent, and submission of all appropriate forms, including a revised salary reduction agreement, maximum exclusion allowance worksheet (complete with all authorized signatures), Federal W-4 and New York State IT-2104 forms, and any other required forms. Any information received after the last date of employment as a unit member will not be processed for the payment of the service increment.

#### **Article 12 -- Temporary Transfers**

Any employee assigned to an Assistant Cook or Cook Manager's position after five (5) working days have passed, they 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 assignments in a given year.

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

#### **Article 13 -- Promotion**

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

#### **Article 14 -- 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 her service with the school district.

#### **Article 15 -- 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 16 -- Salary**

- A. 2003-04 School Year
- All unit members will receive a \$0.31 per hour increase on their 2002-03 hourly wage.
  - Starting wage is no less than \$6.80 per hour for new Food Service Helpers
- B. 2004-05 School Year
- All unit members will receive a \$0.31 per hour increase on their 2003-04 hourly wage.
  - Starting wage is no less than \$7.00 per hour for new Food Service Helpers
- C. 2005-06 School Year
- All unit members will receive a \$0.32 per hour increase on their 2004-05 hourly wage.
  - Starting wage is no less than \$7.20 per hour for new Food Service Helpers
- D. Unit members who are required to participate in the monthly school menu meeting with the School Lunch Director shall be paid at their hourly rate for time attended.

#### **Article 17 -- 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 18 -- Clothing Allowance**

- A. Each new unit member will be issued two new school lunch aprons. Additionally, all unit members will be issued one new apron every other school year.
- B. All unit members will receive three (3) 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 \$25.00 per contract year towards the purchase of required uniform apparel. The reimbursement will be provided upon submission of detailed receipts.

### **Article 19 -- Money Carrier and Counter**

#### *Money Carrier Positions*

There will be five money carrier positions. These employees are responsible to bring the cash at the end of the day to the School Lunch Office. The employees will be paid \$150 per year. It will be paid in two increments--\$75 in the first paycheck in December and \$75 in the first paycheck in June. When there is a vacancy, the job will be posted in the appropriate building.

#### *Money Counter Position*

There will be one money counter position. This employee is responsible to bring cash at the end of the day to the School Lunch Office. Additionally, the employee remains in the School Lunch Director's office, counts and reconciles all cash received each day from all five school buildings. The employee will be paid for an additional two (2) hours each school day. The employee does not receive the money carrier stipend.

### **Article 20 -- Workers' Compensation**

Any employee who is injured on the job shall notify his/her immediate supervisor. It is expected that the employee 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 employee's behalf.

The employee 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 an employee cannot work or when he/she can return to work. No one else, including the employee, can make that determination.

When an employee 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 employee is out of work for more than 14 calendar days, the reimbursement begins at day one with no waiting period.

1. Once the employee has exceeded the waiting period (the first five (5) workdays or seven (7) calendar days), it is the employee'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 employee returns to work, the employee 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 employee has received prior payment through payroll using available leave time, the district, after receiving payment from the workers' compensation provider, shall restore to the employee sick leave equal in value to the payment amount received. The district will prepare, if prior calendar year reimbursement, the appropriate adjustments to the employee's W-2 and provide a corrected W-2 within 30 days.

#### **Article 21 -- Breaks**

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

#### **Article 22 -- 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 23 -- Direct Deposit**

Effective July 1, 2000, all unit members will be required to enroll in the district's direct deposit program. One hundred (100) percent of the employee'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 24 -- Smoke-free environment**

As per Board of Education Policy 5640, smoking is not permitted on the grounds or in the buildings or vehicles owned by the Spencerport Central School District.

**Article 25 -- 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 26 -- Attendance Incentive**

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

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

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

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

**Article 27 -- "Grandfathering" for 2003-06 Contract**

It is agreed by the Spencerport School Lunch Association and the District that any current employee 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 employees working 30 or more hours per week as detailed in this agreement.

**Article 28 -- Payroll Distribution**

The District may unilaterally change to semi-monthly payroll distribution at the start of the contract year in the future. The District will provide no less than sixty (60) days notice of the change to the association president. The District will invite the association president to participate in a discussion of the semi-monthly payroll schedule no less than forty-five (45) days before the change.

The semi-monthly payroll distribution will provide payroll on the 15<sup>th</sup> and the last business day of the month. If the 15<sup>th</sup> is a Saturday, payment will be made on Friday (the 14<sup>th</sup>). If the 15<sup>th</sup> is a Sunday, payment will be made on Monday (the 16<sup>th</sup>).

**Article 29 -- Duration of Agreement**

**Section 1**

The provisions of this agreement shall become effective as of July 1, 2003 and shall continue in force and effect through and including June 30, 2006, and from year to year thereafter unless either party gives written notice to the other party not later than approximately January 15, 2006 of its desire to modify or amend this agreement. If either party notices this agreement for modification or agreement, then the parties shall set a mutually agreed upon meeting date of not later than approximately January 30, 2006 for the first negotiating session.

**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 therefor, 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 5<sup>th</sup> day of January, 2004

**APPROVED:**

Michelle Piper  
Michelle Piper, President  
Spencerport School Lunch Association

1/5/04  
date

Kathleen Odrzywolski  
Kathleen Odrzywolski, Negotiator  
Spencerport School Lunch Association

1/5/04  
date

Junell L. Chavez  
Junell Chavez, Negotiator  
Spencerport School Lunch Association

1-5-04  
date

Michael S. Crumb  
Michael S. Crumb, Asst. Superintendent of Schools  
Spencerport Central School District

1-5-04  
date

Fred W. Seiler  
Fred W. Seiler, Asst. Superintendent for Business  
Spencerport Central School District

1-5-04  
date

