



## 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 Central School Office Personnel Association (SCSOPA) (2008)**

Employer Name: **Spencerport Central School District**

Union: **Spencerport Central School Office Personnel Association (SCSOPA)**

Local:

Effective Date: **07/01/2008**

Expiration Date: **06/30/2012**

PERB ID Number: **6259**

Unit Size:

Number of Pages: **36**

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/>

# **AGREEMENT**

between the

**SUPERINTENDENT OF SCHOOLS  
SPENCERPORT CENTRAL SCHOOL DISTRICT**

Town of Ogden, Gates, Greece  
and Parma

and

**SPENCERPORT CENTRAL SCHOOL  
OFFICE PERSONNEL ASSOCIATION  
(S.C.S.O.P.A.)**

**July 1, 2008 - June 30, 2012**

## TABLE OF CONTENTS

Article	Page
1 Agreement.....	1
Eligibility for Benefits .....	1
2 Recognition.....	1
3 Dues Deduction.....	2
4 Affirmation .....	2
5 Right to Join or Not to Join.....	2
6 Rights of Minorities and Individuals .....	3
7 Areas for Discussion and Agreement .....	3
8 Procedures for Conducting Negotiations.....	3
9 Saving Clause.....	3
10 Unit Member Evaluation.....	4
11 Grievance Procedure.....	4
12 Joint Advisory Committee .....	8
13 Policies and Regulations .....	8
14 Seniority.....	8
15 Dismissal.....	9
16 Vacancy Notification .....	9
17 Sick, Illness in Family and Bereavement Leave.....	9
18 Personal Leave.....	11
19 Family and Medical Leave.....	13
20 Leave of Absence.....	13
21 Health Insurance .....	14
22 Worker's Compensation.....	17
23 Vacations.....	18
24 Pro-Rated Benefits.....	20
25 Holidays .....	20
26 Career Award.....	21
27 Retirement Provisions.....	22

<b>Article.....</b>	<b>Page</b>
28 Tuition Reimbursement .....	23
29 Professional Standards Certificate .....	24
30 Work Week .....	25
31 Extra Hours Worked and Compensatory Overtime .....	25
32 Emergency Closing.....	26
33 Breaks .....	26
34 Jury Duty.....	26
35 Conferences and Workshops.....	26
36 Reporting Absences .....	27
37 Work Year.....	27
38 Salaries.....	27
39 Early Release Days .....	29
40 Employee Assistance Program .....	29
41 NYSUT Benefit Trust.....	29
42 Child Care Leave .....	29
43 Attendance Incentive .....	30
44 Payroll Distribution.....	30
45 Payroll Deductions .....	30
46 Probationary Period .....	31
47 Smoke Free Environment ....	31
48 Transfer .....	31
49 Direct Deposit .....	31
50 Chaperoning and Proctoring .....	32
51 Flexible Spending Account.....	32
52 Building Planning Team .....	32
53 Summer Work.....	32
54 Duration of Agreement .....	32
Appendix A	

**Agreement**  
**between the**  
**SUPERINTENDENT OF SCHOOLS**  
**Spencerport Central School District, Spencerport, New York**  
**and the**  
**SPENCERPORT CENTRAL SCHOOL OFFICE PERSONNEL ASSOCIATION**

**ARTICLE 1 - AGREEMENT**

This agreement made and entered into this 9th day of December, 2009, by and between the Superintendent of Schools and the Spencerport Central School Office Personnel Association (hereinafter referred to as the "Association").

**ELIGIBILITY FOR BENEFITS - 27.5 / 30 HOURS**

All unit members employed by the District prior to July 1, 2000 while serving in a 27.5 (or more) hours 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 the agreement.

All unit members hired after July 1, 2000 when serving in a 30 (or more) hours per week position are eligible for all of the benefits as detailed in the agreement and considered "full time."

Any unit member hired after July 1, 2000 in a 30 (or more) hours per week capacity who is involuntarily reduced to at least 27.5 hours per week position will receive the benefits associated with "full time" employment.

**ARTICLE 2 - RECOGNITION**

By virtue of the resolution of the board of education, dated November 13, 1972, the Spencerport Central School Office Personnel Association is hereby recognized as the negotiating representative for all noncertificated office personnel exclusive of the secretaries for the Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent for Instruction and Director of Personnel. This recognition shall continue for the duration of the agreement.

### **ARTICLE 3 - DUES DEDUCTION**

The school district agrees to deduct dues and agency fees of each unit member covered by the Spencerport Central School Office Personnel Association as stipulated in Chapter 606 of the Laws of 1992 and as long as the law is in effect.

#### **Agency Fee Liability Indemnification and Cost Reimbursement**

The Spencerport Central School Office Personnel Association shall indemnify the Spencerport Central School District and any representative of it and hold the school district and any of its unit members and officers harmless against any claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the school district or any of its representatives for the purpose of complying with provisions of state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be union members.

If the law is repealed, the district will refer to Section A.

- A. The school district agrees to deduct from the pay of each unit member covered by this agreement uniform membership dues for the Spencerport Central School Office Personnel Association, provided that there is on file with the district a current written authorization executed by the unit member authorizing said deduction by the district.

Dues for each year will be deducted only for those unit members for which the district has a current written authorization on file by October 1, or thirty (30) days after employment begins whichever is later. Deduction shall be made in equal amounts each pay period of the school year.

The district agrees to forward said dues together with a list of unit members for whom dues deductions are made to the designated treasurer of the above-named organization for which the unit member has authorized a dues deduction.

The Spencerport Central School Office Personnel 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.

### **ARTICLE 4 - AFFIRMATION**

The Spencerport Central School Office Personnel Association affirms that it does not assert the right to strike, or to impose an obligation to conduct, assist or participate in such a strike.

### **ARTICLE 5 - RIGHT TO JOIN OR NOT TO JOIN**

It is further recognized that the unit members, mentioned in Article 2, have the right to join, or not to join the association, and membership shall not be prerequisite for the employment or continuation of employment of any unit member.

**ARTICLE 6 - RIGHTS OF MINORITIES AND INDIVIDUALS**

The legal rights inherent in applicable Federal and State Law affecting district personnel are in no way abridged by this agreement.

**ARTICLE 7 - AREAS FOR DISCUSSION AND AGREEMENT**

The Superintendent of Schools and the association recognize that the board is the legally constituted body responsible for the determination of policies covering all aspects of Spencerport Central School District, Monroe County, New York. The board reaffirms its responsibility to operate in accordance with the statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The board cannot reduce, negotiate or delegate its legal responsibilities.

**ARTICLE 8 - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

1. **Negotiating Teams:** The designated representatives of the Superintendent of Schools will meet with the representative(s) designated by the association for the purpose of negotiating the terms and conditions of employment.
2. **Opening Negotiations:** Upon a request of either party for meeting to open negotiations, a mutually acceptable meeting date shall be set not later than the last week of February. In any given school year, such request shall be made on or before February 15th. All issues proposed by the association shall be submitted in writing to the delegated representative of the Superintendent of Schools at that initial meeting. The delegated representative of the Superintendent of Schools shall submit all issues proposed by the school district in writing at that same initial meeting. All meetings shall be called at times mutually agreed upon by both parties.
3. **Negotiation Procedures:** The designated representative(s) of the Superintendent of Schools shall meet at such mutually agreed upon places and times with the representative(s) of the association. Additional meetings shall be held as the parties may require to reach an understanding on the issue(s). Meetings shall be held at a time other than during the regular work day.
4. **Exchange of Information:** Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
5. **Reaching Agreement:** When the negotiating teams reach a consensus covering all areas under discussion, the prepared agreement shall be reduced to writing as a memorandum of understanding.

**ARTICLE 9 - SAVING CLAUSE**

This agreement and all its provisions are subject to all applicable laws. In the event any part of this agreement is held to violate these laws, neither party will be bound to the inviolate part, but the remainder of the agreements will be in force for both parties.

## **ARTICLE 10 - UNIT MEMBER EVALUATION**

### **Non-probationary unit members**

The form will contain two categories of performance only - satisfactory and unsatisfactory. Sections I and II of the statement will read as follows:

#### **Evaluator's Summary Statement**

(To be completed by supervisor and will include recommended, reasonable and achievable goals for future development.)

#### **Additional Professional Contributions**

(To be completed by unit member and will include recommended, reasonable and achievable goals for future development.)

For unit members with more than three years of service, unit member will be evaluated once a year, no later than May 1. For unit members up to and including three years of service, the unit member will receive two evaluations a year, by January 31, and 10 days prior to the end of the school year.

This 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. The unit member shall receive the evaluation at least three (3) days prior to the conferences.

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.

### **Probationary unit members**

The forms will contain four categories of performance - highly effective, effective, needs improvement, and unsatisfactory. The probationary unit member will be evaluated for attendance, punctuality, technical abilities, follows instructions, follows procedures, oral communication skills, written communication skills, organizational skills, interpersonal relationships, productivity, quality of work, job knowledge, confidentiality, decision making, initiative, and orderliness of work. The form will also contain sections for supervisor and unit member comments.

Probationary unit members will be evaluated at least three times on this form during their twelve (12) month probationary period.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

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

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



## **Section II. Definition**

- 2.1 A Grievance is a complaint by a member of the S.C.S.O.P.A. that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- 2.2 The term Immediate Supervisor shall mean the individual to whom the unit member reports directly.
- 2.3 Superintendent of Schools is the chief officer of the district.
- 2.4 Association shall mean Spencerport Central School Office Personnel 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 Central School Office Personnel Association.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

## **Section III. Procedures**

- 3.1 All grievances shall include the name and position of the aggrieved party, the section of the agreement involved in the said grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the Informal Stage, all decisions shall be rendered in writing setting forth findings of fact, conclusions and supporting reasons therefore. Each decision after the Informal Stage shall be promptly transmitted to the unit member.
- 3.3 If a grievance affects a group of unit members, it may be submitted by the association directly at Stage 1 described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid extended periods of interruption of work. No overtime shall be granted when the processing of a grievance extends beyond or before the regular work day.
- 3.5 The Superintendent of Schools and the association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance, except where it violates a confidence of an individual.

- 3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the board or by any member of the administration against the aggrieved party, any 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 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 except the final finding and determination.
- 3.9 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this agreement and the association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.10 If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.11 The Superintendent of Schools or their designated representative shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes or testimony, as the case may be, written arguments and briefs considered at all levels other than the Informal Stage.  
  
The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the grievance committee and the board but shall not be deemed a public record.

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

- 4.1 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within twenty (20) work days after the unit member knew or should have known of the act or condition on which the grievance is based.
- 4.2 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.

- 4.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, their representative and the association within the specified time 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.
- 4.4 Time limits of any step of this procedure may be extended by mutual consent of both parties.

## **Section V. Stages**

### **5.1 Informal Stage**

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

### **5.2 Stage I - Deputy Superintendent of Schools**

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Deputy Superintendent of Schools within ten (10) work days or less after the oral complaint is presented. The Deputy Superintendent of Schools shall render a decision thereon, in writing, and present it to the unit member, their representative and the association within ten (10) working days.

### **5.3 Stage II - Superintendent of Schools**

- a. If the unit member 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 unit member shall, within ten (10) work days, present the grievance to the association's grievance committee for its consideration.
- b. If the grievance committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage I with the Superintendent of Schools, within ten (10) work days after the unit member has received such written decision. Copies of the written decision at Stage 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 their duly authorized representative, shall hold a hearing with the unit member and the grievance committee or its representative and all other parties in interest.
- d. The Superintendent of Schools or their designee shall render a decision in writing to the unit member, the grievance committee and its representative within ten (10) work days or less after the conclusion of the hearing.

### **5.4 Stage III - Arbitration**

- a. After such hearing, if the unit member and/or association are not satisfied with the decision at Stage II, and the association determines that the grievance is meritorious and appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the

Superintendent of Schools within fifteen (15) work days of the decision at Stage II.

- b. Within fifteen (15) work days or less after such written notice of submission to arbitration, the Superintendent and the association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter and render a decision.
- d. The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any will be borne equally by the board of education and the association.

#### **ARTICLE 12 - JOINT ADVISORY COMMITTEE**

The membership of the Joint Advisory Committee will include the Superintendent of Schools, or their designee, the Deputy Superintendent of Schools, another administrator, and no more than three unit members from the Association. The parties will meet on an "as needed" basis to discuss matters of mutual concern, but no less than once per school year. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. When possible, items for discussion will be submitted at least five days in advance in order to facilitate information gathering and efficient meetings.

#### **ARTICLE 13 - POLICIES AND REGULATIONS**

The district will provide the President of Spencerport Central School Office Personnel Association with pertinent policies and regulations pertaining to their unit.

#### **ARTICLE 14 - SENIORITY**

The Superintendent of Schools and the association recognize the importance of seniority as evidence of extended and faithful service and agree that seniority shall be a consideration in all promotions or work opportunities that may be considered as promotions. However, the Superintendent of Schools and the association agree that specific qualifications and ability for the position must have priority in making appointments to positions.

Unit members in the competitive class are laid off in accordance with Civil Service law and rules.

If a unit member ceases their employment in the district and at a subsequent time is re-employed by the district, he/she forfeits all seniority privileges.

#### **ARTICLE 15 - DISMISSAL**

The district will comply with Section 75 of the Civil Service Law and applicable education law.

#### **ARTICLE 16 - VACANCY NOTIFICATION**

A notice to include all vacancies in the unit shall be sent to the association president and posted in all district schools so that all clerical personnel may apply and receive consideration. Such notification shall not be less than ten (10) work days before the final date when the applications must be submitted.

Applications for such openings will be acknowledged in writing and applicants notified in writing when the position has been filled

All appointments will be made in accordance with Monroe County Civil Service procedures.

#### **ARTICLE 17 – SICK, ILLNESS IN FAMILY AND BEREAVEMENT LEAVE**

##### **Sick Leave**

- A. Part time 10 month unit members under agreement (less than 30 hours per week)

Ten (10) month unit members working less than 30 hours per week will receive .35 sick days at the start of each payroll period to a maximum of 7 days per year, cumulative to 100 days.

- B. 10 month unit members (30 hours or more per week)

Ten (10) month unit members working 30 hours or more per week will receive .60 sick days at the start of each payroll period to a maximum of 12 days per school year, cumulative to 190 days.

- C. Part time 12 month unit members under agreement (less than 30 hours per week)

Twelve (12) month unit members working less than 30 hours per week will receive .35 sick days at the start of each payroll period to a maximum of 8 days per year, cumulative to 120 days.

- D. 12 month unit members (30 hours or more per week)

Twelve (12) month unit members working 30 hours or more per week will receive .625 sick days at the start of each payroll period to a maximum of 15 days per school year, cumulative to 200 days.

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 a 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.

A unit member who has exhausted their sick time allowance and the additional sick leave referenced above, may apply to the Superintendent of Schools for additional leave and upon their 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.

The District and Association will meet to discuss the distribution of sick leave should there be less than:

- twenty-four (24) payroll periods in a twelve-month contract year, and
- twenty (20) payroll periods in a ten-month (September to June) work year.

Sick leave may be used in half and whole day increments.

Sick leave may be used for outpatient surgery and dental work (excluding such things as dental cleaning or whitening) where the return to work after the procedure is not appropriate.

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

### **Illness in Family**

- A. Three (3) days per year, non-cumulative, for all unit members working 30 or more hours per week, pro-rated in half-day increments from date of employment.
- B. Two (2) days per year, non-cumulative, for all unit members working less than 30 hours per week, 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. Additionally, unit members may use Illness in Family leave to transport and/or attend medical tests, dental and doctor appointments of immediate family members.

Immediate family is defined as child, spouse, parents, spouse's parents, grandparents, grandchild living in the household, sibling and legal resident of the unit member's household.

A unit member who has exhausted their family leave as described in this section, upon written and/or verbal permission from the Superintendent of Schools or designee, may utilize their accumulated sick leave for such absences.

Illness in family leave may be used in half and whole day increments.

The Absence Request Authorization form will be submitted to the Deputy Superintendent of Schools, or designee, via the immediate supervisor for all family emergency (Illness in Family) requests. This form will be submitted in writing for the date(s) requested five (5) days in advance whenever possible.

**Bereavement Leave**

- A. Bereavement leave, three (3) days per incident - immediate family, does not affect the accumulated sick leave. Immediate family defined as including parent, spouse, child, grandchild, grandparent, sibling, parent or sibling or child of spouse, spouse of parent or child or sibling, legal guardian 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 their designee.

**ARTICLE 18 - PERSONAL LEAVE**

**A. Unit members working 30 hours or more per week**

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

New 12-month unit members hired between July 1 and December 31 will receive one (1) personal day, non-cumulative, after six months of continuous employment and two (2) days at the start of the next contract year. New 12-month unit members hired between January 1 and June 30 will receive two (2) days, non-cumulative, after six months of continuous employment and two (2) days at the start of the next contract year after their initial six months of continuous employment.

New 10-month unit members hired between September 1 and January 31 will receive one (1) personal day, non-cumulative, after five months of continuous employment and two (2) days at the start of the next contract year. New 10 month unit members hired between February 1 and June 30 will receive two (2) days, non-cumulative, after five months of continuous employment (not counting July and August) and two (2) days at the start of the next contract year after their initial five months of continuous employment (not counting July and August).

**B. 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 30 hours or less shall be entitled to one (1) personal day per year, non-cumulative.

New 12-month unit members hired between July 1 and December 31 will receive one-half (.5) personal day, non-cumulative, after six months of continuous employment and one (1) day at the start of the next contract year. New 12-month unit members hired between January 1 and June 30 will receive one (1) day, non-

cumulative, after six months of continuous employment and one (1) day at the start of the next contract year after their initial six months of continuous employment.

New 10-month unit members hired between September 1 and January 31 will receive one-half (.5) personal day, non-cumulative, after five months of continuous employment and one (1) day at the start of the next contract year. New 10 month unit members hired between February 1 and June 30 will receive one (1) day, non-cumulative, after five months of continuous employment (not counting July and August) and one (1) day at the start of the next contract year after their initial five months of continuous employment (not counting July and August).

**C. All unit members**

The "Absence Request/Authorization" form must be submitted in writing to the Deputy Superintendent of School, or designee, via the immediate supervisor five (5) days prior to the date requested. The unit member must state the specific reason for requesting a personal day. Requests will be considered that arise as a result of an emergency.

All decisions rendered by the Deputy Superintendent of Schools, or their designee, regarding personal days shall be final.

Personal days are to be used only for personal business that cannot be conducted outside the normal workday. It is expressly understood, however, that personal leave shall not be used for social or recreational activity or to extend a vacation. Personal leave may be used the day before or the day following a school holiday or school recess period for legitimate reasons as listed below, except that under these circumstances unit members may not cite "personal nature" as reason for requesting personal leave (that is, the reason given must be more specific). The following is a list of possible examples but is not intended to be inclusive:

1. Legal business.
2. Family business such as graduation in the immediate family or own graduation, taking a child to a college for an interview and visitation.
3. Taking a member of the immediate family to or from a hospital.
4. To be at the hospital on the day of an operation on a member of the immediate family.
5. Personal nature.
6. Emergencies requiring personal attention.
7. Medical appointments which cannot be scheduled outside the work day.

Normally, requests for personal days will not be approved for the day before or the day after a holiday or school recess. A unit member may submit a special request for personal leave on the day before or day after a holiday or school recess. Special requests will be submitted to the Deputy Superintendent of Schools or designee via the immediate supervisor 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 precedent for the granting of other requests.



All decisions rendered by the Deputy Superintendent of Schools, or their designee, regarding personal days shall be final.

Special requests for additional personal days will be submitted to the Deputy Superintendent of Schools, or their designee, via the immediate supervisor 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 precedent for the granting of other requests. All decisions rendered by the Deputy Superintendent of Schools, or their designee, regarding additional personal days shall be final.

- D. Unused personal leave at the end of the current contract year will be converted into sick leave in the next contract year.

### **ARTICLE 19 - FAMILY MEDICAL LEAVE ACT**

Leaves granted under the Family and Medical Leave Act (FMLA) of 1993 (as amended January 28, 2008) are unpaid leaves of absence. The District will apply the Family and Medical Leave Act to those unit members entitled to coverage or the current contract, whichever is applicable. In the event the contract contains provisions covered by the FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains provisions covered by FMLA that are less than the contract, FMLA will apply.

Unit members requesting a Family and Medical Leave for their own personal health condition covered under the FMLA will utilize their sick, personal and vacation 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, personal and vacation 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 20 - LEAVE OF ABSENCE**

After one (1) year of continuous service, the board of education may, at its discretion, grant leaves of absence without pay. Such leaves are of one (1) year duration.

Application for such leaves must be submitted to the board of education via the immediate supervisor, Deputy Superintendent of Schools, or designee, and Superintendent of Schools.

Such a recipient will not be entitled to any fringe benefits (sick leave, health insurance, advancement on salary schedule, etc.). However, a recipient may continue to participate in the district's health insurance plan upon payment of the full cost of the insurance premium.

A written intent to return must be submitted to the Deputy Superintendent of Schools, or designee, no later than 120 days prior to their return.

A unit member may apply for unpaid leaves of absence up to a maximum of five days a year which shall be subject to the approval of the immediate supervisor, Deputy Superintendent of Schools, or designee, and the Superintendent of Schools. Approval of the leave request will depend on the member's reason for requesting the leave, the district's ability to release and/or temporarily replace the member without adversely affecting operations, the number of leaves requested for the period and the member's work and attendance record.

## **ARTICLE 21 - HEALTH INSURANCE**

### 1. Active unit members

All full-time unit members working 30 or more hours per week will be eligible to enroll in any of the dental, vision and medical plans offered by the district and available to unit members. The cost sharing for dental, vision and medical insurance is detailed below.

#### A. Dental Insurance

The district shall be responsible for seventy-five (75) percent of the monthly premium for the district's dental plan, the eligible unit member shall be responsible for the remaining twenty-five (25) percent.

#### B. Vision Insurance

The district shall be responsible for seventy-five (75) percent of the monthly premium for the district's vision plan, the eligible unit member shall be responsible for the remaining twenty-five (25) percent.

#### C. Medical Insurance

##### 1. All eligible unit members employed as office personnel staff on December 8, 2009:

The District's monthly monetary contribution for medical insurance will be equal to 85% of the monthly premium for BluePoint2 Value or 85% of the monthly premium for BluePoint2 Select.

Unit member may apply the District's monthly monetary contribution for medical insurance towards the premiums of any District offered medical insurance plan available to unit members; not to exceed 85% of the premium.

##### 2. All new unit members hired on or after December 9, 2009:

a. The District's initial monthly monetary contribution for medical insurance will be equal to 75% of the premium for BluePoint2 Value or 75% of the premium for BluePoint2 Select.

Unit member may apply the District's monthly monetary contribution for medical insurance towards the premiums of any District offered

medical insurance plan available to unit members; not to exceed 75% of the premium.

- b. On the first January 1<sup>st</sup> after the unit member has completed four years of active service (excluding all unpaid leaves of absence) as an office personnel staff member in the District, the District's monthly monetary contribution for medical insurance will be equal to 85% of the monthly premium for BluePoint2 Value or 85% of the monthly premium for BluePoint2 Select.

Unit member may apply the District's monthly monetary contribution for medical insurance towards the premiums of any District offered medical insurance plan available to unit members; not to exceed 85% of the premium.

3. The level of benefits for the BluePoint2 Select health insurance plan will not be less than the benefits of the corresponding community rated health insurance plan (excluding guest memberships and out-of-network provision).

## 2. Retirement Health Insurance

### A. Eligibility

Unit members who have completed 20 years of full-time service in the district, and are retiring from the district, and are at least 55 years of age at the date of retirement, and have applied and are eligible for retirement benefits from the New York State Employees Retirement System at the time of retirement will be eligible for retiree health insurance.

### B. District and Unit member Contributions

1. Unit members who have completed 10 years of service as of the effective date of the July 1, 1997 – June 30, 2000 agreement, and retire after June 30, 2006 (with irrevocable notice provided as consistent with Article 27, section C), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:
  - a. The District contribution in retirement for the District's dental plan will be equal to 100% of the premium.
  - b. The District contribution in retirement for the District's vision plan will be equal to 100% of the premium.
  - c. The District's monetary contribution in retirement for health insurance will be equal to 100% of the premium for BluePoint2 Select (single or two person coverage) until first eligible for Medicare. When first Medicare eligible, unit members must enroll in Medicare Part B. The District's monetary contribution in retirement will be equal to 100% of the premium for the RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40.

The retired unit member may apply the District's monetary contribution to any health insurance plan offered by the district and available to unit

members. If the premium for the health insurance plan selected by the unit member exceeds the District's monetary contribution, the retired unit member will be billed on a semi-annual basis by the District for the difference. Coverage will be terminated should the retired unit member fail to provide payment within 30 days of billing.

2. Unit members who have completed less than 10 years of service as of the effective date of the July 1, 1997 - June 30, 2000 agreement, and retire after November 9, 2004 (with irrevocable notice provided as consistent with Article 27, section C), and are eligible for health insurance in retirement as per section 2A of this article, will receive retiree health insurance benefits as follows:

- a. The District's contribution in retirement for the District's dental plan will be equal to the same percentage that the District contributed on the unit member's last day of employment. The retired unit member will be billed on a semi-annual basis for their share of the premiums. Coverage will be terminated should the retired unit member fail to provide payment within 30 days of billing.
- b. The District's contribution in retirement for the District's vision plan will be equal to the same percentage that the District contributed on the unit member's last day of employment. The retired unit member will be billed on a semi-annual basis for their share of the premiums. Coverage will be terminated should the retired unit member fail to provide payment within 30 days of billing.
- c. The District's monetary contribution in retirement for health insurance will be equal to the same percentage that the District contributed for BluePoint2 Select on the unit member's last day of employment as applied to the single or two-person premium for BluePoint2 Select until the unit member is first eligible for Medicare. 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 RASHP Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40.

The retired unit member may apply the District's monetary contribution to any health insurance plan offered by the district and available to unit members, not to exceed the percentage paid by the District for the aforementioned plans.

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

- C. In extenuating circumstances, a unit member may request the Superintendent of Schools consider waiving the age 55 requirement above. The decision rendered by the Superintendent of Schools is not subject to grievance process and shall not be considered a precedent for the granting of other requests.

D. Portability

Unit members who retire from the District who are eligible for District health insurance in retirement who relocate to another state or region and establish legal residence and who join a health insurance plan different from those offered by the District because the District plan does not provide coverage or benefits will have up to the dollar equivalent of the District contribution for health insurance, as specified in Article 21 section 2B, reimbursed by the District upon receipt of a paid health insurance provider's quarterly bill. In no case will the District payment to the unit member exceed the cost of the health insurance plan selected by the retired unit member.

3. Active unit members working less than 30 hours per week may participate in the District's health insurance programs by paying their own premiums.
4. The District's major medical insurance plan for active and retired unit members will be Excellus' Blue Million major medical plan.

5. Loss of Coverage

A unit member who has elected to not participate in the district's health, dental, and/or vision insurance plans because they are enrolled in comparable alternate coverage may enroll in the district's program upon submission of proof of loss of such alternate coverage, or at the time of a qualifying event, or during the annual open enrollment period.

6. Survivors of active unit members and retirees

- A. The benefits detailed in this article shall not be paid for the survivors of any active unit members or the survivors of any retiree.
- B. A surviving spouse of an active unit member may remain in the above plans and will be responsible for paying the total premium plus two percent (consistent with the Federal C.O.B.R.A. Law). If the spouse remarries, they will no longer be eligible to participate in the plan.

**ARTICLE 22 - WORKER'S COMPENSATION**

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

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

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

Only the doctor can make the determination, in writing, if a unit member cannot work or when 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, personal leave, vacation days and "comp time" (the unit member will instruct the District on which type of leave(s) they will use).
2. When the unit member returns to work, the unit member should request from the 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 23 - VACATIONS

1. Effective July 1, 2010, ten month unit members will have the option to receive the salary equivalent of five (5) paid vacation days or be granted five (5) vacation days beginning at the start of their first work year after they have completed five (5) years of service as a unit member in the district. Unit members will receive the salary equivalent unless they notify the Director of Personnel in writing by May 15<sup>th</sup> that they elect to receive five (5) vacation days in the next school year.
2. All twelve month unit members hired on or after July 1, 2003 will earn one vacation day for each full calendar month employed, to a maximum of ten (10) days per contract year, until the first July 1 when they have at least one complete year of service. Vacation days may be used when earned.
3. 12-Months: All twelve-month unit members shall be entitled to the following vacation schedule:

<u>Completed Years Of Service</u>	<u>Number of Days</u>
1-5	10
6-10	15
11-15	20
16	21
17	22
18	23
19	24
20	25

4. Vacation days may be requested in whole or half day increments. The "Absence/Authorization Form" will be submitted to the Deputy Superintendent, or designee, via the immediate supervisor for all vacation requests. This form will be submitted five (5) days prior to the date(s) requested whenever possible.
5. Unused vacation time for 12 month unit members may be accumulated to a maximum of five (5) days per contract year. These days may be carried over upon the approval of the Superintendent of Schools and their designee(s) for use in the next contract year. The unit member will request, on a form provided by the district, the carryover of the aforementioned unused vacation days.
6. Any unit member who is laid off, discharged, retired or separated from the employer for any reason prior to taking their vacation, shall be compensated at their daily rate for the unused portions they have accumulated at the time of separation.

Unit members hired prior to July 1, 2003 were required to earn vacation days to be used in the following contract year. Therefore, they will have their final pay adjusted at the time of separation from the district for their unused vacation days from the current contract year and the earned vacation days (one per full month employed to a maximum of ten) for the next contract year.

Unit members hired on or after July 1, 2003 will have their final pay adjusted at the time of separation from the district to reflect vacation days used and vacation days earned (e.g. used five days, earned three days, district will deduct the amount of two unearned vacation days from the final pay).

7. Vacation Schedule

The vacation schedule will be made and posted by July 1, and wherever feasible, unit members will be given a choice as to vacation periods.

If the nature of the work makes it necessary to limit the number of unit members on vacation at the same time, the unit member with the greater seniority shall be given their choice of vacation period.

If a change occurs in unforeseen work schedules, deviations in the vacation schedule may be made if agreed to by the unit member and the District.

Since certain job classifications necessitate preplanning of vacation schedules, the employer reserves the right to grant vacation periods at times other than during the months of July and August.

#### **ARTICLE 24 - PRO-RATED BENEFITS**

When a unit member transfers from a part-time to a full-time (10-or 12-month) or a 10-month to a 12-month position, the unit member's benefits shall be pro-rated as follows:

A. Part-time to Full-time (10- or 12-month):

Any office personnel unit member who transfers from a part-time to a full-time (10- or 12-month) position shall have their years of employment pro-rated for purposes of vacation, longevity and all other benefits by determining a percentage relationship between the number of hours worked per day to the hours of a regular unit member working a full day. This percentage shall be determined as the portion of a full year's service that shall be granted in determining overall years of credited service. For example:

If a unit member worked 4.0 hours per day in their 10-month assignment, and the regular work day assignment was 7.5 hours per day, that person would receive credit for the year's work of 53.3% of a year.  
( $4.0 \div 7.5 = 53.3\%$ )

B. 10-Month to 12-Month:

Any office personnel unit member who transfers from a 10-month full-time to a full-time 12-month position shall have their years of employment pro-rated for vacation days only. This provision shall be retroactive to July 1, 1985.

C. Effective November 10, 2004, ten-month unit members working in the months of July and August who report their time on time cards shall have this time recorded and maintained by the payroll department. This recorded time will be used in calculating vacation benefits should the ten-month unit member become a twelve-month unit member in the future. The hours per day will be pro-rated against the standard of 7.5 hours, and the days per year will be pro-rated against the standard of 261 days.

Example: a ten-month unit member who works ten (10) 6 hour days will receive the following credit:

10 days X (6 divided by 7.5) = 8 days credit  
8 days divided by 261 = .0306 years of credit

#### **ARTICLE 25 - HOLIDAYS**

Holidays are included in the work year. Vacation days are in addition to the actual 10-month work year.



Holiday	12 Mo.	12 Mo.-P.T.	10 Mo.	10 Mo.- P.T.
Independence Day	X	X		
Labor Day	X	X		
Columbus Day	X	X	X	X
Veterans' Day*	X			
Thanksgiving Day	X	X	X	X
Friday after Thanksgiving	X		X	
Christmas Eve Day	X		X	
Christmas Day	X	X	X	X
New Year's Eve Day	X		X	
New Year's Day	X	X	X	X
Martin Luther King Day	X	X	X	X
Good Friday	X		X	
Monday of Spring Break	X			
Memorial Day	X	X	X	X
Floating Holiday**	X	X		
	<u>15</u>	<u>9</u>	<u>10</u>	<u>6</u>

\* Veterans Day will be observed as an additional floating holiday in the event that it falls on a weekend or a day that school is in session.

\*\* Floating holiday to be taken with approval of supervisor, and not as a group, on a day school is not in session.

Twelve-month part-time unit members will not be paid or scheduled to work on Veterans Day, the day after Thanksgiving, Christmas Eve Day, New Years Eve Day, Good Friday, and the Monday of Spring Break.

Twelve-month personnel will be expected to work every day except those listed above and any vacation days.

In the event that Christmas Eve Day, Christmas Day, New Year's Eve Day, and/or New Year's Day falls on a weekend, those holidays falling on Saturday will be observed on Friday, unless it is a scheduled student day, and those holidays falling on Sunday will be observed on Monday, unless it is a scheduled student day.

When any of these holidays cannot be observed as detailed above because of scheduled student days, the observed holidays will be scheduled during the December recess on the closest day abutting a holiday or weekend.

**ARTICLE 26 - CAREER AWARD**

Career awards will be granted as follows:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
After the completion of ten (10) years.	\$207	\$214	\$221	\$229
After the completion of fifteen (15) years.	\$518	\$536	\$555	\$574
After the completion of eighteen (18) years.	\$621	\$643	\$666	\$689
After the completion of twenty (20) years.	\$776	\$803	\$831	\$860

The payment will be made in one lump sum payment in July. Each member of the unit will continue to receive the Career Award, which accumulates throughout the remainder of their service with the District.

**ARTICLE 27 - RETIREMENT PROVISIONS**

**A. New York State Retirement**

All full-time unit members are required by State Law to join the NYS Employees Retirement System. Part-time unit members may elect to join the system. The Retirement System Plan shall be 75-i.

The system is set up by tiers (levels) which set forth the contribution rate, retirement age and State benefits. The membership tiers are:

Tier 1: Those persons who became members before July 1, 1973. Members are not required to contribute.

Tier 2: Those persons who became members between July 1, 1973 and July 26, 1976. Members are not required to contribute.

Tier 3: Those persons who became members between July 27, 1976 and August 31, 1983. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

Tier 4: Those persons who became members between September 1, 1983 and December 31, 2009. Members must contribute 3% of their gross salary, if required by the New York State Employees' Retirement System.

Tier 5: Those persons who became members on or after January 1, 2010. Members must contribute 3% of their gross salary.

B. When a unit member reaches at least fifty (50) years of age, has completed at least fifteen (15) years of full time service in the District, and retires from the district, the district shall provide a service increment for each day of unused accumulated sick leave up to the maximum accrual as established in Article 17 as follows:

*Dollar amount per accumulated day*

<u>Days Accumulated</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Less than 120	\$16	\$17	\$18	\$19
121-139 days	\$18	\$19	\$20	\$21
140-159 days	\$20	\$21	\$22	\$23
160-max.days	\$23	\$24	\$25	\$26

Section C applies to all eligible unit members

C. In order to be eligible for the Service Increment the unit member shall submit a written notice of their intent to retire. For unit members who wish to retire at the end of the school year, notice must be given to the District on or before January 31 of that school year. For those unit members who wish to retire during a school year but before June 30, one hundred twenty (120) days notice must be given to the Superintendent no later than December 15 of that school year. The District will hold

the notice of retirement until February 14 for retirements at the end of the school year, and two-weeks for notices submitted prior to December 15, after which 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 in paragraph A 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.

Effective for all retirements on or before December 31, 2009, the service increment shall be paid to retiring unit members within 30 days after the unit member's last day of District service.

Effective for all retirements on or after January 1, 2010, pursuant to regulations established by the Internal Revenue Service, the service increment will be distributed within 30 days after their retirement date to retiring unit members as an employer paid 403b contribution. Retiring unit members will be invited to meet with a District representative prior to their retirement date to discuss the available options for the distribution. In the event alternate methods of distribution are desired by either party during the term of this agreement, the Association and District must agree to any changes.

#### **ARTICLE 28 - TUITION REIMBURSEMENT**

In order to encourage greater growth and the perfection of skills, the district will reimburse tuition for courses taken while in-service on the following basis:

- A. Course must have prior approval as to content and hours by the Superintendent of Schools or their designee. All courses considered for reimbursement must be pertinent to the unit member's current assignment/responsibilities.
- B. The unit member must present verification from the instructor or college that the approved course was satisfactorily completed.

- C. The unit member must present a receipt from the institution of learning showing the name of the unit member, name of the course, the tuition amount and amount paid by the unit member, and the date paid by the unit member for the approved course.

A lump sum payment will be made for all courses that meet all of the above conditions as follows:

- A. The district will pay 100 percent of fees for courses offered under the Spencerport or other public school continuing education programs.
- B. The district will pay 100 percent of the cost of courses or training that the district requires the unit member to attend, in addition to the unit member's hourly rate during class time, if the course is scheduled during the work day.
- C. The district will pay 50 percent of the tuition fee (not to exceed 50% of SUNY undergraduate tuition fee) for an approved course at an approved college.

#### **ARTICLE 29 - PROFESSIONAL STANDARDS PROGRAM CERTIFICATE**

- A. A differential will be given to any clerical unit member who has attained the Professional Standards Program (PSP) certificate from the National Association of Educational Office Professionals and has submitted satisfactory written documentation of such attainment to the Human Resources Office.
- B. Starting July 1, 2001:
  1. All unit members who obtained their PSP certificate prior to the start of the current school year and are employed by the District on November 1 of the current school year will receive one lump sum payment for the appropriate differential no later than the first payroll in December of the current school year.
  2. All unit members who obtained their PSP certificate prior to the start of the current school year and leave the employ of the District before November 1 of the current school year will receive a pro-rated portion of the appropriate differential in one lump sum payment within thirty (30) days of leaving the employ of the district. (Pro-ration of the appropriate PSP certificate differential equals the number of days worked by the unit member in the current school year *divided by* the number of work days in the contract year for the unit member.)
  3. All unit members who obtain their PSP certificate after the start of the current school year and provide documentation to the Human Resources Office prior to October 1 of the current school year and are employed by the District on November 1 of the current school year will receive a lump sum payment for 100% of the appropriate differential no later than the first payroll in December of the current school year.
  4. All unit members who obtain their PSP certificate after October 1 of the current school year and provide documentation to the Human Resources Office prior to January 31 of the current school year and are employed by the District on February 1 of the current school year will receive one lump sum payment for 50%

of the appropriate differential no later than the first payroll in March of the current school year.

<u>C. Certificate Level</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Basic	\$259	\$268	\$277	\$287
Associate	\$367	\$380	\$393	\$407
Advanced	\$476	\$493	\$510	\$528
CEOE	\$585	\$605	\$626	\$648
Associate's Degree	\$693	\$717	\$742	\$768
Bachelor's Degree	\$802	\$830	\$859	\$889

The differentials shall not be cumulative.

- D. This amount will continue to be paid each year that the unit member remains employed by the school district.
- E. It is the intention of the parties that credit differentials are provided to encourage individual unit members to obtain a professional background and to reward this effort.

### **ARTICLE 30 - WORK WEEK**

The normal work week for all unit members of the unit shall be thirty-seven and one-half hours (37.5) exclusive of lunch.

### **ARTICLE 31 – EXTRA HOURS WORKED AND COMPENSATORY OVERTIME**

If a unit member is directed to work beyond his/her regular work hours by the immediate supervisor, the additional time worked shall be paid at the unit member's rate in effect at the time those hours are worked no later than the next payroll period after the unit member has submitted the paperwork. Hours over forty (40) worked in the workweek will be paid at time and one-half.

A unit member may volunteer to receive compensatory time in lieu of regular wages for the additional time worked in excess of the regular work hours. Compensatory hours over forty (40) worked in a workweek shall be accrued at a rate equal to time and one-half. Whenever possible, compensatory time should be used within the payroll period that it is accrued.

Unused compensatory time at the end of the work year (June 30) will be compensated at the unit member's regular hourly rate no later than the next payroll period after the unit member has submitted the paperwork. If the unit member chooses to carry unused compensatory time into the following school year, it must be exhausted by January 1<sup>st</sup> of the following year. Remaining unused compensatory time as of January 1<sup>st</sup> will be compensated at the unit member's regular hourly rate in effect at the time those hours were worked no later than the next payroll period.

The implementation of this article will be in conformity with the Federal Fair Labor Standards Act.

### **ARTICLE 32 - EMERGENCY CLOSING**

- A. When an emergency situation makes it necessary to close school(s) for students, and administrators are expected to report to work, unit members scheduled to work are expected to report for duty.

On such days, the normal work day will begin 1-1/2 hours later. (Example: if the normal work shift begins at 8:00 a.m., the revised starting time for that day would be 9:30 AM).

Unit members may elect to use a personal day, vacation day or accrued compensatory time on an emergency closing day. The five-day advance reporting requirement for personal days will be waived in this circumstance.

Unit members who do not have accrued compensatory time at the time of an emergency closing, may tell their supervisor they will make up the time within the next ten working days. The amount of time that will need to be made up will be reduced by 1.5 hours. The unit member will need to provide their supervisor with written documentation of when the time was made up.

- B. When an emergency situation makes it necessary to close schools for students, and administrators are not expected to report to work, unit members scheduled to work will not be expected to report for duty. Unit members scheduled to work on such days will receive their regular rate of pay.

A unit member who has been requested to work by their immediate supervisor on an emergency closing day when administrators are not expected to work will be paid at time and one-half for all hours worked.

- C. Unit members will not be expected to report for duty when the Monroe County Executive has declared no travel except for emergency vehicles. No deduction of salary, leave time or compensatory time will be made if this should occur.

### **ARTICLE 33 - BREAKS**

Full-time clerical unit members will be entitled to a fifteen (15) minute break away from their desk and office once in the morning and once in the afternoon within the work day. Part-time unit members will be entitled to a fifteen (15) minute break for each four (4) hours of employment.

### **ARTICLE 34 - 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 35 - CONFERENCES AND WORKSHOPS**

Up to four (4) unit members may attend the annual state conference of the New York State Association of Educational Office Professionals. The district agrees to pay fifty (50) percent of each association member's approved expenses; the association and the

district will each select two members. If only two (2) should attend, then the district will pay one hundred (100) percent of approved expenses. If three (3) attend, the district will pay seventy-five (75) percent of approved expenses. The two days granted for conference attendance will not be deducted from the personal leave provision of the contract. A conference request form shall have prior approval of the Superintendent of Schools, or their designee. Additionally, two (2) conference days shall be provided to the Association which may be used to attend the regionally hosted state conference of the New York State Association of Educational Office Professionals.

### **ARTICLE 36 – REPORTING ABSENCES**

Clerical unit members will report their absences by calling the phone number provided by the district.

### **ARTICLE 37 - WORK YEAR**

#### **A. 10 month personnel, 7.5 hours per day**

It is agreed that any building principal will, if they so desire, have the office staff report for up to ten (10) days prior to the commencement of student arrivals. Any unit member who cannot report will be excused without prejudice.

10 month personnel will begin on Tuesday after Labor Day and will work each day students attend school plus the Superintendent's conference day and the last week in June. Holiday pay and vacation pay are added to these days.

- B. The work year for 10 month personnel employed less than 7.5 hours per day may be set so that it coincides with the number of days students attend school.**
- C. The calendar for the ensuing work year for unit members shall be distributed in the spring of the year.**

### **ARTICLE 38 - SALARIES**

#### **A. 2008-09 School Year**

All unit members employed in the 2008-09 school year will receive a 3.9% increase on their 2007-08 hourly wage as of July 1, 2008.

#### **B. 2009-10 School Year**

All unit members employed in the 2009-10 school year will receive a 3.9% increase on their 2008-09 hourly wage as of July 1, 2009.

#### **C. 2010-11 School Year**

All unit members employed in the 2010-11 school year will receive a 3.9% increase on their 2009-10 hourly wage as of July 1, 2010.

#### **D. 2011-12 School Year**

All unit members employed in the 2011-12 school year will receive a 3.9% increase on their 2010-11 hourly wage as of July 1, 2011.

**E. Minimum Starting Salaries and Ranges**

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Clerk Typist	\$9.80	\$9.99	\$10.18	\$10.38
Clerk III w/ Typing	\$10.97	\$11.18	\$11.40	\$11.62
Account Clerk Typist	\$11.87	\$12.10	\$12.34	\$12.58
I.C.S.O. <sup>1</sup>	NA	\$14.00	\$14.27	\$14.55
Payroll Clerk	\$14.84	\$15.13	\$15.43	\$15.73

The District may hire new unit members above the minimum starting salary when the applicant's prior professional office experience aligns with the typical duties of the open position. The range for hiring a new unit member with prior professional office experience aligning to the typical duties of the open position shall be equal to 15% of the minimum starting salary.

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Clerk Typist	\$9.80-\$11.27	\$9.99-\$11.49	\$10.18-\$11.71	\$10.38-\$11.94
Clerk III w/ Typing	\$10.97-\$12.62	\$11.18-\$12.86	\$11.40-\$13.11	\$11.62-\$13.36
Account Clerk Typist	\$11.87-\$13.65	\$12.10-\$13.92	\$12.34-\$14.19	\$12.58-\$14.47
I.C.S.O. <sup>1</sup>	NA	\$14.00-\$17.00	\$14.27-\$17.33	\$14.55-\$17.67
Payroll Clerk	\$14.84-\$17.07	\$15.13-\$17.40	\$15.43-\$17.74	\$15.73-\$18.09

The District may credit prior professional office experience at a rate not to exceed 1/5<sup>th</sup> of the range for each year of experience.

The district will provide the unit president with notice if the new unit member's rate of pay is higher than the minimum starting salary and will indicate the previous professional office experience and the new unit member's rate of pay.

The District will consult the unit president to request exceptions to the guidelines of Section F in this article in special situations relative to hiring a new unit member.

**F. Unit members in non-competitive positions (20 hours or less)**

1. The hourly wage for unit members who are appointed into a non-competitive position (20 hours or less) may be up to \$1.00 below the wages as detailed in Section F of this article.
2. The unit member's hourly wage will be adjusted, as per Section E of this article, should the unit member in a non-competitive position be appointed to a competitive position (20 or more hours per week).

**G. Transfer**

1. Unit members who transfer to a higher rated position in the clerical unit shall have their salary adjusted as per Section E of this article, or a minimum adjustment of 3% of their previous hourly wage, whichever yields the higher hourly rate.
2. Non-unit members who are unit members of the Spencerport Central School District who transfer into the clerical unit from a different bargaining unit will be hired as per Section E of this article.

---

<sup>1</sup> Information and Computer Systems Operator



**ARTICLE 39 - EARLY RELEASE DAYS**

On the last day school is in session before Columbus Day, Veterans' Day, Thanksgiving, Christmas, February recess, Easter and Memorial Day, full-time unit members may leave one hour early. In no event shall unit members in a building with students leave prior to the regular bus departure of the students.

If the time period for the early release conflicts with other building/department priorities and the unit member cannot take their hour off, the unit member will determine an alternate day on which to leave an hour early and shall so inform their immediate supervisor.

**ARTICLE 40 - EMPLOYEE ASSISTANCE PROGRAM**

If the district continues to provide an Employee Assistance Program (EAP) for unit members, the EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Unit members and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or their designee may suggest to a unit member that the EAP service is available, but it is up to the individual unit member to seek assistance. Unit members are assured that involvement with an EAP will be strictly confidential, and no record of the involvement or the suggestion that the unit member seek assistance may become a part of an unit member's personnel record.

**ARTICLE 41 - NYSUT BENEFIT TRUST**

The district agrees to deduct from the pay of each unit member covered by this agreement, payments to the New York State United Teachers' Benefit Trust Fund, providing that there is on file with the district a current written authorization executed by the unit member authorizing said deduction by the district.

The Spencerport Office Personnel 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.

**ARTICLE 42 - CHILD CARE LEAVE**

A. Maternity Disability Leave

A unit member who is to give birth may utilize her sick leave for the period of actual disability connected with the condition as determined in a statement presented by her physician.

**B. Child Care Leave**

1. A unit member may apply for a child care leave for a period not to exceed one year.
2. The unit member must apply for a child care leave in writing on a form provided by the district at least thirty (30) days before the anticipated leave is to start. In the event a unit member wishes to return to service prior to the expiration of a requested leave, the unit member shall provide the district with at least thirty (30) days notice of intent to return.
3. The time spent on child care leave is unpaid and shall not count toward seniority or advancement on the salary schedule.
4. A unit member on child care leave may continue enrollment in the district's health insurance plans during the leave upon payment of the monthly premiums.

**ARTICLE 43 - 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:

<u>No sick leave used in prior year:</u>	<u>Following year:</u>
12-month to receive	\$150
10-month to receive	\$100

In order to qualify for the incentive, unit members must be employed for a full year's duration (12-month, July 1 to June 30; 10-month, first contractual work day for 10-month unit members to June 30).

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

**ARTICLE 44 - PAYROLL DISTRIBUTION**

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, Sunday or legal holiday, payment will be made on the last business day prior to the 15<sup>th</sup>.

**ARTICLE 45 - PAYROLL DEDUCTIONS**

The school district shall make payroll deductions authorized by the unit members for the following purposes in accordance with other provisions of this agreement. The Spencerport Central School Office Personnel Association agrees to hold the district harmless from any and all liabilities which may arise from making payroll deductions.

The payroll deductions include and are not limited to:

1. Association dues and/or agency fees
2. Spencerport Federal Credit Union
3. United Way

4. Health insurance plans
5. Tax sheltered annuities. Neither the district nor the association will be held liable for the selection of the tax shelter annuity (403b and 457) companies nor for errors in any calculations made by respective TSA companies.
6. NYSUT Benefit Trust

#### **ARTICLE 46 - PROBATIONARY PERIOD**

There shall be a probationary period of twelve (12) months for unit members and shall be in accordance with the Rules and Regulations of the Monroe County Civil Service Commission (Rule XVI, 1/90).

#### **ARTICLE 47 - 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 48 - TRANSFERS**

Unit members desiring a transfer within similar Civil Service classifications shall submit an application to the Superintendent of Schools. This written application shall list the reasons for transfer.

When involuntary transfers are necessary, seniority and qualifications of the unit member shall be considered. The Superintendent of Schools will confer with the association when involuntary transfers are being considered. However, the Superintendent of Schools and the association agree that specific qualifications and ability for the position must have priority in making appointments to positions.

In the event a position is reduced in a District building and a unit member needs to be involuntarily transferred to an open position in another District building, the unit member with the Civil Service title and work year that is being reduced with the least building seniority in that title in the District building where the reduction is being made will be transferred to an open position with the same Civil Service title and work year in another District building.

Nothing in this article shall be construed as limiting the right and responsibility of the district in making assignments as consistent with the educational goals and changing conditions within the district.

#### **ARTICLE 49 - DIRECT DEPOSIT**

Unit members are to deposit one hundred percent (100%) of their payroll into any bank(s) and/or credit union(s) reached through the Automated Clearing House (ACH) in New York.

**ARTICLE 50 - CHAPERONING AND PROCTORING**

The chaperoning and proctoring of after-school/weekend student events unencumbered by teachers may be provided to members of the clerical unit.

The remuneration for unit members shall be no less than teachers chaperoning or proctoring the event.

The time chart will be validated by the administrator in charge of the event.

For time under/over the hour, the District agrees to pay on a fifteen (15) minute basis. For example:

Proctor works 2 hours, 53 minutes = 3 hours pay.

Proctor works 2 hours, 52 minutes = 2 hours, 45 minutes pay.

Chaperoning and proctoring shall be considered occasional sporadic work and shall not be considered for the purposes of overtime or work week.

**ARTICLE 51 - 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 52 - BUILDING PLANNING TEAM**

A unit member who is elected to participate as the building's one support staff representative on the school's Building Planning Team will be paid, on time card, their normal rate of pay for their time in attendance at BPT meetings that extends beyond the end of their scheduled work shift. In the event the unit member's scheduled work shift ends before the start of the BPT meeting, the time between the end of the shift and the start of the meeting is unpaid. All hours worked in excess of 40 hours in one work week will be paid at time and one half.

**ARTICLE 53 - SUMMER WORK**

10-month clerical unit members will receive their regular rate of pay, as adjusted on July 1 of each contract year, for hours worked in substitute and temporary clerical work assignments during the months of July and August.

**ARTICLE 54 - DURATION OF AGREEMENT**

This agreement shall be effective from July 1, 2008, and continue in force and effect until June 30, 2012, or until a successor agreement is reached.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The provisions of this agreement supersede all conflicting policies and directives of the board and may be changed only through the mutual agreements of the board and the association. All terms and conditions of employment not covered by this agreement shall continue to be subject to the board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor agreement.

Approved:

Dated the 9th, December, 2009

SIGNATURES OF NEGOTIATORS

Debra Finkle 9/21/10  
Debra Finkle, President date  
Spencerport Central School Office Personnel Association

Lynn Robinson 9/23/10  
Lynn Robinson date  
Spencerport Central School Office Personnel Association

Linda Siracusa 9/20/10  
Linda Siracusa date  
Spencerport Central School Office Personnel Association

Darlene Soper 9/22/10  
Darlene Soper date  
Spencerport Central School Office Personnel Association

Sherry Weber 9/22/10  
Sherry Weber date  
Spencerport Central School Office Personnel Association

Michael Crumb 9/21/10  
Michael Crumb, Deputy Superintendent date  
Spencerport Central School District

Richard Wood 09/22/10  
Richard Wood, Director of Business Operations date  
Spencerport Central School District