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# **AGREEMENT**

between the

**SUPERINTENDENT OF SCHOOLS  
SPENCERPORT CENTRAL SCHOOL DISTRICT**

Town of Ogden, Gates, Greece  
and Parma

and

**SPENCERPORT  
PARAPROFESSIONAL  
ASSOCIATION**

**July 1, 2012 - June 30, 2015**

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## **PREAMBLE**

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

The agreement is made and entered into on the 11th day of September, 2012, by and between the Superintendent of Schools, SPENCERPORT CENTRAL SCHOOL DISTRICT, Spencerport, New York, hereinafter referred to as the "district," and the unit members of this unit of aforementioned school district, represented by the SPENCERPORT PARAPROFESSIONAL ASSOCIATION, hereinafter referred to as the "association."

## **RECOGNITION**

Pursuant to the New York State Public Employees Fair Employment Act, the Board of Education of Spencerport Central School District has recognized the Spencerport Paraprofessional Association, hereinafter referred to as "association," as the exclusive negotiating representative for all Accompanists, Bus Attendants, Licensed Practical Nurses, Microcomputer Maintenance Technicians, School Aides and Teacher Aides employed by said district.

## **ELIGIBILITY FOR BENEFITS**

All unit members employed by the District on June 30, 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 Articles 2, 3, 4, 6, and 12 of this agreement.

All unit members hired after June 30, 2000 are eligible for all of the benefits as detailed in Articles 2, 3, 4, 6, and 12 of this agreement and considered "full time" when serving in a 30 (or more) hours per week position.

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 will receive the benefits associated with "full time" employment (Articles 2, 3, 4, 6, and 12).

## **ARTICLE 1 - DUES DEDUCTION**

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 Paraprofessional 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 Paraprofessional 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 2 - SICK LEAVE**

- A. 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 180 days.
- B. Unit members working less than 30 hours per week with more than five years of service in the district will receive .45 sick days at the start of each payroll period to a maximum of 9 days per year, cumulative to 70 days.
- C. Unit members working less than 30 hours per week with less than five years of service in the district will receive .35 sick days at the start of each payroll period to a maximum of 7 days per year, non-cumulative. Unit members with previous accumulated sick leave will be credited with the same until used.
- D. Should a unit member exhaust their accumulated sick leave, the district will advance the unit member no more than three days of additional sick leave. 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.
- E. A unit member who has exhausted their sick time allowance and the three days referenced in section D, 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.
- F. Sick leave may be used in half and whole day increments.

- G. Sick leave may be used for outpatient surgery and dental work (excluding such things as dental cleanings and whitenings) where the return to work after the procedure is not appropriate.
- H. An electronic procedure (i.e. email or WinCap) will be used to record and verify unit member's use of sick leave.

### **ARTICLE 3 - PERSONAL LEAVE**

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

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

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

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

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

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 vacation 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, taking a child to college or for an interview or visitation.
3. Religious observance.
4. Personal nature or emergency

5. Medical appointments which cannot be scheduled outside the workday.

The approval of each personal day request shall be at the sole discretion of the Superintendent of Schools or designee.

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

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

#### **ARTICLE 4 – ILLNESS IN FAMILY**

A. Three (3) days per year, non-cumulative, for all unit members working 30 or more hours per week.

B. Two (2) days per year, non-cumulative, for all unit members working less than 30 hours per week.

Unit members may use Illness in Family leave for such things as: illnesses, medical emergencies, doctor and dental appointment, medical tests, and 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 household, sibling and legal residents of the unit member's household.

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

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

New unit members shall have their Illness in Family leave prorated based on their start date rounded to the nearest half-day.

#### **ARTICLE 5 - 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 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.

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



## ARTICLE 6 - 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 paraprofessionals 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 95% of the premium.

##### 2. All new unit member 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 95% 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 a paraprofessional 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 95% of the premium.

3. Cost Sharing of Premiums: Effective July 1, 2014

The District's rate of contribution for health insurance premiums will be as follows:

- a. All eligible unit members employed as a paraprofessional on June 30, 2014 with four years of service by January 1, 2014:

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

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 95% of the premium.

- b. All new unit members hired on or after July 1, 2014 and unit members with less than four years of service on January 1, 2012:

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

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 95% of the premium.

- c. On the first January 1st after the unit member has completed four years of active service (excluding all unpaid leaves of absence) as a paraprofessional in the District, the District's monthly monetary contribution for medical insurance will be equal to 85% of the monthly premium for BluePoint2 Value.

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 95% of the premium.

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 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 July 1, 1997 and retire after June 30, 2006 (with irrevocable notice provided as consistent with Article 18), 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 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 July 1, 1997, and retire after November 9, 2004 (with irrevocable notice provided as consistent with Article 18), 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 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. Effective July 1, 2014 for all retiring unit members, District and Unit Member Contributions

1. Unit members who have completed 10 years of service as of July 1, 1997 and retire after June 30, 2006 (with irrevocable notice provided as consistent with Article 18), 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 Value (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 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 July 1, 1997, and retire after November 9, 2004 (with irrevocable notice provided as consistent with Article 18), 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 Value on the unit member's last day of employment as applied to the single or two-person premium for BluePoint2 Value until the unit member is first eligible for Medicare. When first Medicare eligible, unit members must enroll in Medicare Part B. The District's monthly monetary contribution will be based on the aforementioned percentage as applied to the premium for the Medicare Blue Choice insurance plan with a prescription rider initially set at \$10/\$25/\$40.

The retired unit member 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.

#### 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 6 section 2B and 2C, 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' RASHP Indemnity plan effective January 1, 2013.
- 5. Loss of Coverage

An eligible 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. Survivors of an active unit member or retired unit member may continue to participate in the district's health and medical insurance plans consistent with the Federal COBRA Law.

### **ARTICLE 7 - 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 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 8 - BEREAVEMENT LEAVE**

- A. All unit members are entitled to three (3) days per incident, immediate family, and one (1) day for near relative or associate.
- B. Immediate family is defined as parent, spouse, child, grandchild, grandparent, sibling, parent or sibling or child of spouse, spouse of parent or child or sibling, legal guardian and legal residents of the unit member's household.
- C. A member in the unit may request of the Superintendent of Schools and may be granted additional bereavement days due to extenuating circumstances.

### **ARTICLE 9 - SNOW DAYS AND EMERGENCY CLOSINGS**

When school is closed because of inclement weather or any other emergency closing, all unit members normally working that day will receive a regular day's salary. If such a school day is made up later in the school year, the unit members who did not work the day school was closed shall work the make-up day without additional compensation.

### **ARTICLE 10 - 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 11 - WORK YEAR**

The regular work year will be determined at the sole discretion of the Superintendent of Schools with no less than 180 workdays and no more than 188 workdays.

The District will provide three (3) weeks notice in the event the District needs to extend the regular work year for unit members after the start of that work year. Such extensions shall not go beyond June 30 or exceed 188 workdays. The re-scheduling of a student day, as per Article 9, is not an extension of the work year.

Each unit member will be tentatively notified not later than August 22nd of each year of their days of work, their starting and ending times, and assignment/ responsibilities.

Voluntary summer work or training sessions offered on non-work days shall not be considered part of the work year for the purposes of this Article.

### **ARTICLE 12 – EXTRA HOURS WORKED**

If a unit member proctors a mid-term exam, final or Regents exam at the Middle School or High School during Regents exam periods, or is directed by their building administrator to work beyond their regular work hours, the additional time 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 a timecard detailing the extra

hours worked. Hours over forty (40) worked in the work week will be paid at time and one-half.

A unit member may volunteer to receive compensatory time in lieu of regular wages for the extra hours worked in excess of the regular work hours. Compensatory hours over forty (40) worked in the work week shall be accrued at a rate equal to time and one-half. The compensatory time earned while proctoring exams may be used with the approval of the principal, or designee, in the same exam period as earned. All other compensatory time may be used in the same payroll period as earned.

Any unused compensatory time at the end of the exam (or payroll) period will be reported on a timecard detailing when the hours were earned and when compensatory time was used. The unit member 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 member has submitted a timecard detailing the extra hours worked.

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

### **ARTICLE 13 - 1:1 AIDES**

Unit members who are 1:1 aides will be assigned a different responsibility, consistent with their Civil Service title, when the student is absent. The unit member may be temporarily assigned to a different building with different work hours when it is known that the student will be absent.

### **ARTICLE 14 – LUNCH & BREAKS**

- A. All aides working 27.5 hours or more per week are entitled to a one-half hour (non-paid) lunch break and two 15-minute breaks (paid).
- B. Those unit members working at least 20 hours but less than 27.5 hours per week are entitled to one 15-minute break daily (paid).

### **ARTICLE 15 - LONGEVITY**

#### **A. Ten (10) Years**

A unit member who has completed ten (10) years of service with the district will receive a longevity increase as follows:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
\$293	\$299	\$305

This amount will continue to be paid by the district in succeeding years. Years of service will be determined by the Monroe County Civil Service date of appointment.

#### **B. Fifteen (15) Years**

A unit member who has completed fifteen (15) years of service with the district will receive a longevity increase as follows:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
\$644	\$657	\$670



This amount will continue to be paid by the district in succeeding years. Years of service will be determined by the Monroe County Civil Service date of employment. This unit member does not also receive the amount stipulated in "A."

C. Eighteen (18) Years

A unit member who has completed eighteen (18) years of service with the district will receive a longevity increase as follows:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
\$761	\$776	\$792

This amount will continue to be paid by the district in succeeding years. Years of service will be determined by the Monroe County Civil Service date of employment. This unit member does not also receive the amount stipulated in "A" or "B."

D. Twenty (20) Years

A unit member who has completed twenty (20) years of service with the district will receive a longevity increase as follows:

<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
\$936	\$955	\$974

This amount will continue to be paid by the district in succeeding years. Years of service will be determined by the Monroe County Civil Service date of employment. This unit member does not also receive the amount stipulated in "A," "B" or "C."

For each unit member due a longevity payment, the unit member will receive the longevity payment in one lump sum in September.

**ARTICLE 16 - PAID HOLIDAYS**

All unit members working 30 hours or more per week shall be entitled to nine (9) paid holidays. These holidays shall be designated as Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas, New Year's Day, Martin Luther King, Jr. Day, Good Friday and Memorial Day.

If a unit member has completed at least five (5) years of service and is working 25 hours or more per week, the member will be entitled to this benefit.

**ARTICLE 17 - SALARY**

A. Wage Increases

2012-13 School Year

- a. All unit members will receive a 2.5% increase based on their 2011-12 hourly wage.
- b. The starting salary for new teacher aides and school aides will not be less than \$8.02 per hour.
- c. The starting salary for new accompanists will not be less than \$14.20 per hour.

- d. The starting salary for new microcomputer maintenance technicians will not be less than \$12.22 per hour.
- e. The starting salary for new Licensed Practical Nurses will not be less than \$11.57 per hour.
- f. The starting salary for new bus attendants will not be less than \$8.54 per hour.

2013-14 School Year

- a. All unit members will receive a 2.6% increase based on their 2012-13 hourly wage.
- b. The starting salary for new teacher aides and school aides will not be less than \$8.12 per hour.
- c. The starting salary for new accompanists will not be less than \$14.38 per hour.
- d. The starting salary for new microcomputer maintenance technicians will not be less than \$12.38 per hour.
- e. The starting salary for new Licensed Practical Nurses will not be less than \$11.72 per hour
- f. The starting salary for new bus attendants will not be less than \$8.65 per hour.

2014-15 School Year

- a. All unit members will receive a 2.65% increase based on their 2013-14 hourly wage.
- b. The starting salary for new teacher aides and school aides will not be less than \$8.23 per hour.
- c. The starting salary for new accompanists will not be less than \$14.57 per hour.
- d. The starting salary for new microcomputer maintenance technicians will not be less than \$12.54 per hour.
- e. The starting salary for new Licensed Practical Nurses will not be less than \$11.88 per hour
- f. The starting salary for new bus attendants will not be less than \$8.76 per hour.

**B. Salary Ranges for New Unit Members**

The District may hire new unit members above the minimum (within range) when the applicant's prior work experience aligns with the typical duties of the open position, but it must so notify the unit president and indicate what the prior experience was. (For example, a retired police officer hired as a security aide, or a computer technician hired as a computer aide.)

Teacher Aides & School Aides

2012-13 School Year	\$8.02 - \$8.75
2013-14 School Year	\$8.12 - \$8.86
2014-15 School Year	\$8.23 - \$8.98

Accompanists

2012-13 School Year	\$14.20 - \$15.08
2013-14 School Year	\$14.38 - \$15.28
2014-15 School Year	\$14.57 - \$15.48

Microcomputer Maintenance Technicians

2012-13 School Year	\$12.22 - \$14.05
2013-14 School Year	\$12.38 - \$14.23
2014-15 School Year	\$12.54 - \$14.42

Licensed Practical Nurses

2012-13 School Year	\$11.57 - \$14.73
2013-14 School Year	\$11.72 - \$14.92
2014-15 School Year	\$11.88 - \$15.12

Bus Attendant

2012-13 School Year	\$8.54 - \$9.36
2013-14 School Year	\$8.65 - \$9.48
2014-15 School Year	\$8.76 - \$9.61

C. Salary Premiums

Unit members working as a security aide shall receive a premium of \$1.00 per hour.

- D. When a unit member is required by the building administrator or central office to attend meetings or parent conferences which extend the unit member's regular work day, the unit member shall be paid at the unit member's regular hourly rate for such time.
- E. Unit members working during the summer months will be paid their regular hourly rate if individuals in the unit with same title (school aide, teacher aide, accompanists, licensed practical nurses and microcomputer maintenance technicians) normally complete this type of work. The District is not obligated to hire unit members during the summer, just as unit members have no obligation to be assigned work in the summer.
- F. A unit member who is elected to participate as the building's one support staff representative on the school's Building Planning Team (BPT) will be paid their normal rate of pay, on time card, 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.

**ARTICLE 18 - UNUSED SICK DAYS AT RETIREMENT**

When a unit member retires from the district, and has applied for, and is eligible for retirement benefits from the New York State Employees’ Retirement System, the district shall provide a stipend for each day of unused accumulated sick leave up to a maximum of 180 days as follows:

<u>Days Accumulated</u>	<i>Dollar amount per accumulated day</i>		
	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Less than 120	\$19	\$20	\$21
121-139 days	\$21	\$22	\$23
140-159 days	\$23	\$24	\$25
160-180 days	\$25	\$26	\$27

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.

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 19 - GRIEVANCE PROCEDURE**

Definition: Any unit member in this unit who feels that their wages, hours or working conditions do not conform with the standard as negotiated and set forth in this contract, shall have the following grievance procedure available. Such matters must be taken up at Step I of the following procedures within 20 working days after the unit member knew or should have known of the act or condition on which the grievance is based.

In processing grievances through all steps of this procedure, unit members may be accompanied by a representative of the association.

#### **Step I**

- A. Oral discussion of complaint with supervisor.
- B. Oral reply by supervisor within ten (10) days.
- C. If unresolved by oral response of supervisors, proceed to Step II within ten (10) days of oral reply.

#### **Step II**

- A. Complaint is written up as a grievance and presented to supervisors. Association grievance committee could file a written complaint and present to the supervisor on behalf of the unit members.
- B. Supervisor to respond in writing within ten (10) days.
- C. If unresolved by supervisor's reply, proceed to Step III within ten (10) days.

#### **Step III**

- A. Association grievance committee files written appeal with authorized district representative.
- B. Within ten (10) days, the district authorized representative convenes meeting with association grievance committee to discuss grievance. District provides written response within ten (10) days.
- C. If unresolved by district representative's written reply, association may, within ten (10) days, appeal grievance to Superintendent for hearing.

#### **Step IV**

- A. Within ten (10) days of appeal, a hearing is held.
- B. Superintendent renders decision within ten (10) days of completion of hearing.

#### **Step V**

Arbitration will apply to contractual grievances for all unit members. In discipline matters, arbitration only applies to those unit members with three or more years of service.

- A. If the unit member and/or association are not satisfied with the decision at Stage IV, 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 IV.
- 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 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.

Notes to Grievance Procedure:

- A. Time limits at any step of this procedure may be extended by mutual written consent between the association and the district. Should the time limits, at any step, be exceeded by the district, the grievance may be processed to the next higher step of the procedure. Should the association not meet the time limits of the procedure, the grievance will be considered as resolved at the last response. All grievance records and documents shall be filed separately from the personnel file.
- B. All time limits in procedure refer to work days.
- C. If a grievance affects a group of members, it shall be initiated at Step III.

Dismissal of non-probationary unit members with less than three years experience

A non-probationary unit member who is dismissed and does not qualify for disciplinary proceedings under Section 75 of Civil Service Law or Article 19, Step V, shall have the opportunity to meet with the Superintendent of Schools, or designee.

The purpose of the meeting will be to provide the dismissed unit member an opportunity to explain their version of the events leading to their dismissal.

Such meeting shall be scheduled upon the written request of the dismissed unit member. The Superintendent of Schools must receive this written request within three (3) working days after dismissal. The meeting must be scheduled within five (5) working days after receipt of the written request.

The meeting will be attended by the dismissed unit member, the Superintendent of Schools, or designee, and the unit member's immediate supervisor, or designee. The dismissed unit member may request to have an association officer attend the meeting. The Superintendent may request another district representative to attend the meeting.

## **ARTICLE 20 - UNPAID LEAVE OF ABSENCE**

### **A. One Year in Duration**

For aides who have worked 27.5 hours per week or more for three (3) continuous years in 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 building principal and Superintendent of Schools.

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

A written intent to return must be submitted to the Superintendent of Schools no later than 90 days prior to the aide's scheduled return.

### **B. Up to Five Days in Duration**

A unit member may apply for an unpaid leave of absence of up to five (5) days which shall be subject to the approval of the immediate supervisor, Assistant Superintendent of Schools and Superintendent of Schools. The unit member will provide a written reason for requesting the leave and a written explanation as to why the leave needs to be scheduled at the requested time.

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

### **C. 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 total monthly premiums pursuant to COBRA.

## **ARTICLE 21 – SENIORITY, ASSIGNMENT, AND LAYOFF**

- A. Seniority: Unit members accumulate seniority at the rate of 1 year for each year worked at 27.5 (or more) hours per week and ½ year for each year worked at less than 27.5 hours per week. (27.5 hours per week for seniority purposes only)The Superintendent of Schools and The Spencerport Paraprofessional 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 the educational programs of the district and the specific qualifications and ability for the positions must have priority in making appointments to positions.

B. Involuntary Transfers: When it is necessary to involuntarily transfer unit members from a school or department, the decisions will be based on the seniority of the unit members in that school or department by specific Civil Service titles. When involuntary transfers are necessary, the least senior unit member in the identified Civil Service title for that school or department will be assigned to another school or department. As of August 15<sup>th</sup> of each year, the unit member's work location will be finalized for the upcoming school year. Transferred unit members will be notified of their reassignment to another school or department and their duties consistent with Article 11.

C. In the event of a layoff, the following procedure will be followed:

1. Layoffs shall be implemented, within title, in the following order of seniority: (1) temporary unit members, (2) probationary unit members, (3) permanent unit members.
2. Laid off unit member will be placed on a Preferred Eligibility List (PEL) for two (2) years.
3. Upon resignation or expiration of two years, or refusal to accept any paraprofessional position upon recall, the unit member's name will be removed from the PEL.
4. A full-time unit member who is recalled to a part-time position will retain the right of recall to the next full-time position for two (2) years from date of layoff. If the unit member declines the full-time position they will be removed from the PEL.
5. Temporary and substitute positions are not subject to recall.

## **ARTICLE 22 - VACANCY NOTIFICATIONS**

A notice to include all vacancies in the unit shall be posted in all district schools so that qualified personnel may apply and receive consideration. Such notification shall not be less than ten (10) weekdays before the final date when the application must be submitted. A copy of the vacancy notice will be sent to the president of the Spencerport Paraprofessional Association.

Notice of vacancies posted in all district schools shall include at least the following information:

1. Name of building where vacancy exists.
2. Civil Service title
3. Nature of the position
4. Number of hours per day (or hours per week).
5. Tentative starting and ending times.



Such notice shall state the typical duties that the position includes, but is not necessarily limited to. Such information shall be sufficient to convey the main work components of the job.

For vacancies outside of the unit, all qualified unit personnel will be given consideration as outlined by Board of Education policy.

Applicants will be notified in writing when the position has been filled.

### **ARTICLE 23 - CREDIT FOR IN-SERVICE COURSES**

In order to encourage greater growth and the perfection of skills, the district will award credit for in-service courses on the following basis:

- A. Course must have prior approval as to content and hours by the Superintendent of Schools or designee.
- B. The unit member must present verification from the instructor or college that the course was satisfactorily completed and a receipt from the institute of learning verifying the amount paid by the unit member to take the course.

A lump sum payment will be made 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.
- C. The District will pay 50 percent of the undergraduate or graduate tuition fee, not exceeding SUNY undergraduate tuition rates, for an approved course at an approved college, and not to exceed the equivalent of six credit hours per semester for all full time unit members. This reimbursement does not apply to fees, college charges, books, etc.

### **ARTICLE 24 - PROBATIONARY PERIOD**

The probationary period for unit members shall be determined by the Rules and Regulations of the Monroe County Civil Service Commission, Rule XVI.

### **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, unit members who achieve perfect attendance (no sick leave used) for the year will receive a one-time bonus according to the following schedule:

Unit members who work 30 or more hours per week \$100

Unit members who work less than 30 hours per week \$ 75

In order to qualify for the incentive, unit members must be employed for a full year's duration (10 month: beginning of school year to June 30).

This benefit will be provided to unit members no later than the second pay period in September following the year of perfect attendance.

## **ARTICLE 27 - PERSONNEL FILES**

Unit members shall have the right upon request to review the contents of their personnel file and to make copies of any documents contained therein. Unit members shall have the right to file a written response to be attached to any document in the file. Unit member files are not open to public inspection, except under FOIL (Freedom of Information Law), or upon unit member's consent.

Personnel recommendations related to an application for employment or transfer, or for any other position he/she applies to are privileged communication and not available for examination by the unit member.

## **ARTICLE 28 – EVALUATIONS**

A joint labor management committee may be created to make recommendations to the unit president and Superintendent (or designee) of any needed changes or improvements to the current unit member evaluation process. The committee will be comprised of two union appointees and two district appointees. Any recommendations related to criteria or standards of evaluation are not binding, and the district retains the right to modify criteria or standards.

## **ARTICLE 29 - EARLY DISMISSAL**

Unit members may leave the building after buses have departed the school loading zone on the days designated as "early release days" by the teachers in the building, plus the last school day preceding Thanksgiving, December recess and Spring recess.

## **ARTICLE 30 - DIRECT DEPOSIT**

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

### **ARTICLE 31 – PAYROLL DEDUCTION**

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 Paraprofessional 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 32 – 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 33 – CONFORMITY OF LAW**

If in the event that any provision of this agreement is, or shall be at any time, contrary to all applicable laws, or Rules and Regulations of the Board of Regents or Commissioner of Education, that provision shall not be applicable, but all other items shall remain in effect.

### **ARTICLE 34 – CHAPERONING AND PROCTORING**

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

The remuneration for unit members shall be no less than teachers proctoring or chaperoning 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:

1. Proctor works 2 hours, 53 minutes = 3 hours pay.
2. Proctor works 2 hours, 52 minutes = 2 hours, 45 minutes pay.

**ARTICLE 35 – BUS ATTENDANTS**

Unit members hired by the District as bus attendants must possess and maintain their accreditation through training to serve as a bus attendant.

**ARTICLE 36 - DURATION OF AGREEMENT**

This agreement shall be effective from July 1, 2012, and continue in force and effect until June 30, 2015, 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.

APPROVED: Dated this 6th day of December, 2012.

**SIGNATURES OF NEGOTIATORS**

Joanne Zazzaro  
Joanne Zazzaro, President  
Spencerport Paraprofessionals

4/23/13  
date

Carrie Bertrand  
Carrie Bertrand  
Spencerport Paraprofessionals

4/23/13  
date

Denise Schweers  
Denise Schweers  
Spencerport Paraprofessionals

4/24/13  
date

Judy De Angelis  
Judy De Angelis  
Spencerport Paraprofessionals

4/24/13  
date

Daniel Milgate  
Daniel Milgate, Asst. Superintendent of Schools  
Spencerport Central School District

4/24/13  
date

Richard Wood  
Richard Wood, Exec. Director of Business Operations  
Spencerport Central School District

05/02/13  
date

Jamie Lissow  
Jamie Lissow, Director of Personnel  
Spencerport Central School District

4/24/13  
date