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#### **Contract Database Metadata Elements**

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Educational Secretaries Association (2012) (MOA)**

Employer Name: **Honeoye Falls-Lima Central School District**

Union: **Honeoye Falls-Lima Educational Secretaries Association**

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2015**

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**AGREEMENT  
 BETWEEN THE  
 HONEOYE FALLS-LIMA SECRETARIAL ASSOCIATION and the  
 SUPERINTENDENT OF SCHOOLS  
 HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
 For the period from  
 July 1, 2012 through June 30, 2015**

**18 Employees**

**PREAMBLE**

THIS AGREEMENT, made by and between the Superintendent of Schools of the Honeoye Falls-Lima Central School District (hereinafter referred to as the District) and the Honeoye Falls-Lima Educational Secretaries Association (hereinafter referred to as the "Association"),  
 WITNESSETH:

**ARTICLE I  
 RECOGNITION**

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed by this District as defined in subparagraph C hereof.
- B. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act, Section 208(2).
- C. The bargaining unit is defined as all part-time and full-time secretarial and clerical employees of the District.

**ARTICLE II  
 DUES DEDUCTION**

- A. The District shall deduct from the wages or salaries of Association members and remit to the Association Treasurer the regular membership dues or other authorized deductions with a list of names from whom deductions were authorized by employees who have signed authorization forms directing such deduction or deductions. Dues deductions will be made over 20 consecutive payroll periods to coincide with dues deductions of the Honeoye Falls-Lima Education Association.

**ARTICLE III  
 EMPLOYEE BENEFITS**

**A. Health Insurance**

**1. Unit Members**

- a) Effective July 1, 2012, the District contribution for the RASHP 2 Blue Point 2 Value Plan will be 90% and the unit member contribution will be 10%.
- b) Effective July 1, 2013 the District contribution for the RASHP 2 Blue Point 2 Value Plan will be 87.5% and the unit member contribution will be 12.5%.
- c) Effective July 1, 2014 the District contribution for the RASHP 2 Blue Point 2 Value Plan will be 85% and the unit member contribution will be 15%.

**2. Retirement Health Insurance**

- a) Effective July 1, 1998, the District agrees to pay for the cost of the Preferred Care 201.1 insurance program for unit members who retire from the District under the New York State Employees Retirement System, subject to Article III, Section J, Employee Pay and Pro-ration of Benefits, according to the schedule below.
  - 15 years of District service 50% of premium cost
  - 20 years of District service 75% of premium cost
  - 25 years of District service 100% of premium cost
 This coverage shall extend to the spouse of a deceased retired unit member until remarriage or becoming otherwise insured.  
 A unit member who has less than 20 years of service as of July 1, 1998, may select Blue Cross Blue Shield Blue Million Medicare Supplement when she/he reaches the age of Medicare eligibility. When the spouse of a retired unit member reaches the age of Medicare eligibility, he/she may select the Blue Cross Blue Shield Blue Million Medicare Supplement.
- b) For unit members hired before July 1, 2004, and who retire on or after July 1, 2012, the District agrees to pay for the cost of a RASHP 2 Blue Point 2 plan for unit members who retire from the District under the New York State Employees Retirement System, subject to Article III, Section L, Employee Pay and Pro-ration of Benefits, according to the schedule below.

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- 1 15 years of District service 50% of premium cost
- 2 20 years of District service 75% of premium cost
- 3 25 years of District service 100% of premium cost

4 This coverage shall extend to the spouse of a deceased retired unit member until  
 5 remarriage or becoming otherwise insured.

6 A unit member who has less than 20 years of service as of July 1, 1998, may select  
 7 Classic Blue Secure Medicare Supplement when she/he reaches the age of Medicare  
 8 eligibility. When the spouse of a retired unit member reaches the age of Medicare  
 9 eligibility, he/she may select the Classic Blue Secure Medicare Supplement.

10 c) For unit members hired on or after July 1, 2004 the retirement benefit will be modified  
 11 to provide the following benefits

- 12 At least 15 years of District service 50% of single plan premium for the number  
 13 of years of District service.
- 14 At least 20 years of District service 70% of single plan premium for the number  
 15 of years of District service.
- 16 At least 25 years of District service 90% of single plan premium for the number  
 17 of years of District service.

18 **B. Compensation Insurance**

19 Compensation insurance is carried on all employees. In the event of an accident covered by  
 20 Compensation Insurance, occurring while engaged in school duties, an employee will be paid the  
 21 difference between allowance under compensation awarded and his or her regular salary. NO  
 22 COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence  
 23 due to accidents sustained while in gainful employment of others or while self-employed.

24 **C. Life Insurance**

25 The District will provide a \$35,000 Life Insurance Policy for all eligible unit members. This benefit  
 26 will be over and above any such coverage provided for in the pension program.

27 **D. Medical Reimbursement Fund:**

28 All unit members will have an individual medical reimbursement fund administered according to  
 29 terms agreed upon between the District and the Association. The medical reimbursement fund will  
 30 be:

2012-13	\$1,100
2013-14	\$1,100
2014-15	\$1,100

33 **E. Flexible Spending Account**

34 The District will offer all unit members, effective January 1, 1993, the option of participating in a  
 35 flexible benefits plan (Internal Revenue Code, section 125) with the dependent care option.

36 **F. Retirement**

37 Membership in New York State Employees' Retirement System - Improved Career Retirement Plan  
 38 under section 75-i with Unused Sick Leave (section 41-j) and the Minimum Death Benefit (section  
 39 60-b) provisions is required and/or available to bargaining unit members. Unit members may use up  
 40 to two weeks of accumulated vacation in determining retirement benefits.

41 **G. Credit for Unused Sick Days**

- 42 1. An eligible bargaining unit member who is retiring, after 15 years or more of service within  
 43 the District, will be granted a service raise equal to \$35.00 for any unused sick days,  
 44 accumulated up to and during his/her final year of service. Normally, the retiring bargaining  
 45 unit member must file a notice of intent to retire from the District six months in advance of  
 46 the anticipated date of retirement. Only in unusual and generally unforeseen  
 47 circumstances, such as sudden illness, change in family status, the unit member may file  
 48 the notice of intent in less than the required six months. Payment will be made in one lump  
 49 sum and included in the last check issued by the District prior to retirement. The estate of  
 50 any unit member who dies while in service will receive \$35.00 for any unused sick days  
 51 accumulated up to and during the final year of service.

52 **H. Vacations**

53 All 52 week bargaining unit members hired after September 1 will receive credit for one day of paid  
 54 vacation for each month worked up until June 30. This vacation time becomes effective July 1 of the  
 55 next fiscal year. During years one through five of continuous service, an employee shall have 10  
 56 vacation days.

57 Additional days of vacation will be granted after the fifth year of service by years of service as  
 58 follows:

- 59 After five years of continuous service - 5 additional days for a total of 15 days
- 60 After ten years of continuous service - 10 additional days for a total of 20 days

Regardless of when a bargaining unit member commences work the first year, his/her period of work will be counted as one whole year toward service time, except employees hired after February 1st will not receive a whole year credit for a partial year's work.

For a part-time employee going to 52-week (full-time) employment, part-time service will be fully pro-rated for determining vacation allowance. Unit members employed for 48 weeks and for not less than 35 hours shall be permitted to use their vacation leave at times other than the four weeks not employed during the year.

Unit members will be permitted to carry over up to ten (10) unused vacation days into the next school year. Days to be carried over must be requested in writing to the Director of Finance & Operations prior to June 30th.

I. **Holidays**

All 52-week bargaining unit members are eligible for fourteen (14) legal holidays to be fixed by the Superintendent in accordance with the general and school calendars.

J. **Paid Leaves of Absence**

(1) Sick Leave: The employer will grant a total of 12 days of sick leave for any unit member hired on or after July 1, 2008 and 20 days to all other eligible bargaining unit members each year of employment, cumulative until a maximum of 250 days is reached. Whenever any unit member reaches the cumulative maximum of 250 days, the District will credit the annual sick leave allotment in any subsequent year and will deduct sick days used during that year from the annual allotment first until such days are completely used before deducting from the cumulative days. Any days in excess of 250, up to 20 annually, will be compensated at \$35 per day at the end of each school year, payable in the first payroll in August. For bargaining unit members hired after the school year begins, sick leave will be paid on a pro-rated basis determined by the number of months worked as a percentage of the fiscal year. A physician's verification of illness may be required by the Superintendent, when absences appear to be excessive or for days in which sick leave is taken in conjunction with holidays or vacation days. Excessive absence will be determined by the Superintendent of Schools.

(2) Personal Leave: An eligible bargaining unit member is granted two (2) days personal leave per year for the following reasons:  
Legal obligations  
Religious obligations  
Family obligations

The applicant shall state personal leave as the reason for the request and shall submit the request in writing five (5) days in advance whenever possible prior to the date for which the leave is being requested. This leave shall not apply to the day before and the day after a holiday or vacation.

Special requests for additional personal days can be submitted to the Superintendent by route of 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 an additional personal day or days should not be considered precedent for the granting of other requests.

(3) Death in Family: Upon approval of the Superintendent of Schools, eligible bargaining unit members will be granted four (4) days of leave with full pay during each school year for the purposes of bereavement upon each death of a member of the employee's family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days shall mean four (4) work days. Such leave shall not be cumulative and shall not be charged against sick leave.

(4) Family Illness or Emergency: Eligible bargaining unit members will be granted a maximum of three (3) days leave with full pay during each school year because of serious illness in his/her immediate family (mother, father, husband, wife, children). One of the days granted in this section may be used for personal leave.

(5) Professional Leave: Any bargaining unit member may be granted professional leave on the recommendation of the Superintendent with pay and with reimbursement for reasonable expenses incurred.

Subject to administrative approval to assure appropriate staffing, each bargaining unit member will be permitted to use one (1) workday per year as a paid conference leave day. This day will be used by the unit member to attend a workshop, seminar, class, etc., for professional enrichment. Unit members will be reimbursed for conference day related expenses.

(6) Jury Duty: Time off shall be granted for jury duty when a unit member is called for such duty. This time off shall be with pay except that the unit member shall return to the District the per-diem rate paid to him/her for such jury duty. It is understood by the parties that

moneys paid to the unit member for expenses incurred in the performance of said jury duty shall not be claimed by the District or returned to them.

(7) Emergency Closing

a. When emergency conditions force the closing of school for students and faculty, a unit member shall not be required to report to work if the immediate supervisor does not report to work. The unit member will receive notification from the supervisor, whether or not to report to work, by telephone by 7:00 a.m. on the day school is closed for emergency reasons. In the event that a unit member is told to report to work by their immediate supervisor, a unit member may choose not to report to work on such days when road conditions are marginal. A unit member who does not choose to work on such days may choose one of the following options: personal leave, compensatory time or vacation leave. A unit member who makes one of the above choices will not have these days referenced in their annual work performance evaluation.

b. When a unit member is affected by a state of emergency declaration that forbids driving of a personal automobile, the unit member will be permitted to be absent from work without any loss of pay or loss of leave allowance.

K. **Unpaid Leaves of Absence**

(1) Parental Leave: Parental leave will be granted to bargaining unit members in recognition of both the needs of the unit members and the needs of the District.

Ordinarily, a parental leave will extend for at least a calendar year after the birth of the bargaining unit member's child. The maximum period of such a leave will be two years. The starting and ending dates for the leave will be determined after consultation with the bargaining unit member, the attending physician, the Building Principal, and the Superintendent. Among the factors considered are the recommendation of the bargaining unit member's physician, and the time of the school year.

Credit for increments on the salary schedule will not be allowed for years in which more than one-half (1/2) of the year is covered by parental leave without pay.

Application for parental leave must be filed with the Superintendent, for final action by the Board of Education.

(2) Personal Leave: Personal leave of absence without pay may be granted for personal reasons at the sole discretion of the Board.

(3) Military leave: A military leave for a unit member who enlists in the National Guard or who has been drafted or enlists into the Armed Forces of the United States and/or who is required to serve brief periods of service or training as a military reservist shall be treated in accordance with applicable federal and state laws.

L. **Tuition Reimbursement/Compensation for In-service**

Starting July 1, 1993, a unit member may select A or B, whichever provides the greater benefit:

A. Upon successful completion of any job related course of study approved in advance by the Superintendent, the District will reimburse a unit member for all tuition expenses and/or fees.

B. Unit members will be paid their regular hourly rate for each clock hour of in-service education occurring outside the regular work day approved in advance by the Superintendent.

M. **Employee Pay and Pro-Ration of Benefits**

All bargaining unit members are entitled to participate in the benefits provided herein on a pro-rated basis determined as outlined below. For the purposes of a unit definition, a full-time employee is defined as an employee regularly employed for 52 weeks per year and working 35 or more hours per week. All other employees within the bargaining unit are classified as part-time employees and they are paid at their normal rate and for the hours worked.

52 Week Personnel	35 or more hours per week	All benefits
52 Week Personnel	More than 28 but less than 35 hours per week	All benefits but proration of 75% of hospitalization insurance, sick leave, vacations and holidays.
48 week personnel	35 or more hours per week	All benefits but prorated at 92%
38 weeks but less than 52 weeks	30 hours or more per week	All benefits except vacation, but proration of 75% of hospitalization insurance and sick leave
38 Weeks but less than 52 weeks	20 hours or more per week	All benefits except vacations and holidays, and proration of 50% of hospitalization insurance and sick leave
All other personnel		No Benefits

Pro-rationing, pursuant to paragraphs above, shall apply to unit members hired after July 1, 1977.

**ARTICLE IV  
SALARIES AND WAGES**

**A. Salary**

- 2012-13: 2.5% + \$0.10
- 2013-14: 2.5% + \$0.15
- 2014-15: 2.5% + \$0.18

Minimum entry rates will remain the same as the 2011-12 rates each year of the successor agreement.

**MINIMUM ENTRY RATES**

	<b>Title</b>	<b>Hourly Rate</b>
Entry	Materials Processing Clerk	\$ 8.50
Entry	Clerk-Typist	9.00
Entry	Secretary III	9.75
Entry	Steno/Secretary II/Account Clerk	10.25
Entry	Bookkeeper	11.00
Entry	Administrative Assistant	14.50

**B. Compensatory Time**

It is understood that some extra work must and will be performed without compensation. Therefore, the parties agree to assign each unit member compensatory time. This time will be taken in not less than one-hour blocks each day during the Christmas, spring and winter recess as well as during the summer recess. Total compensatory time shall not exceed 50 hours in any fiscal year. The specific time during the workday that a unit member will be released will be determined between the unit member and his/her immediate supervisor. Note: The association suggests that the current absence and leave form be used for the purpose of recording compensatory time. The parties will develop a system to monitor the amount of hours accumulated and develop specific recommendations to reduce the number of uncompensated hours.

**C. Overtime**

Overtime is granted upon prior approval of the immediate supervisor to bargaining unit members at one-and-a-half times their regular rate of pay. Overtime is considered to be any time in excess of 37.5 hours per week.

**D. Emergency and Holiday Work**

Should a bargaining unit member be requested to work on an emergency basis on a day said employee is otherwise not scheduled to work, or be requested to work on a holiday, said employee shall be paid at double time for a minimum of four hours or for the number of hours actually worked, whichever shall be greater. The state of emergency is to be determined by the Superintendent of Schools, and Holiday Work pertains to legal holidays as outlined by the Superintendent of Schools for each school year.

**E. Six-Month Salary Review**

A new bargaining unit member will be reviewed at the end of six (6) months of employment, at which time the District may at its sole discretion adjust upward the salary of said employee by 5% on the hourly wage or one (1) step on the salary schedule, whichever is greater.

**F. Hours**

1. Effective July 1, 1990, full-time secretarial personnel will be expected to work a regular work day (7 1/2 hours) during the entire work year, but during the student recesses they may choose to begin their work day as early at 7:00 a.m.
2. Work Year: Certain school years have more than 260 days of work. Wages will be calculated based on the actual number of work days that occur each year. Therefore the President of the Secretarial Association and the Superintendent, or the designee of the Superintendent, will meet in May of each year for the purpose of determining the number of work days for the upcoming work year, beginning July 1 of each year, as it applies to full-time unit members. The agreed to number of work days by the President of the Secretaries and the Superintendent, or the designee of the Superintendent, will be reflected on the Action Sheets provided by the District to full-time unit members each year.

**G. Longevity**

**1. Hourly Increments**

The following hourly longevity increments will be paid:

- 5 years of service 40¢
- 10 years of service 45¢
- 15 years of service 50¢

20 years of service	55¢
25 years of service	60¢

2. Anniversary Date

The first year of longevity eligibility at each benchmark will be prorated from the unit member's anniversary date of hire to the next July 1<sup>st</sup> and paid in the first payroll of July.

H. **Salary Payments**

Salary payments will be by direct deposit to an account designated by the employee. Beginning with the 2013-14 school year the payroll calendar shall be as follows:

Paychecks will be issued on the 15<sup>th</sup> and 30<sup>th</sup> of each month. For months with less than 30 days, the second paycheck will be issued on the last day of the month. Should a scheduled pay day fall on a weekend or holiday, paychecks will be issued on the last District business day before the weekend or holiday.

Ten month unit members under this payroll calendar will be paid in twenty (20), twenty-two (22) or twenty-four (24) installments from September through June at their option. Eleven month unit members under this payroll calendar will be paid in twenty-two (22) or twenty-four (24) installments from August through June at their option. Such option shall be made by ten and eleven month unit members, in writing, prior to the commencement of their work year, and shall be irrevocable for that work year.

This change in the provision is conditional on all bargaining units agreeing to such a payroll calendar change.

**ARTICLE V  
GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a bargaining unit member, or a group of unit members, that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- B. The grievant will first take the matter up informally and in writing with his/her immediate supervisor. The grievant may be accompanied by a representative of his/her choice. Such informal contact must be made within twenty (20) work days of the event or occurrence giving rise to the claimed grievance. Within five (5) work days after written grievance is presented to the supervisor, he or she shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee.
- C. After the supervisor's written response, and if the Association finds the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools from the President of the Association, with the signature of the President attached to the grievance, within the next 15 work-day period. Information as to the nature of the grievance and its resolution shall be available to the Association.
- D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the President of the Association to the President of the Board of Education at the District Office within the next 10 work-day period. The Board of Education shall hold a hearing on the grievance within the next 30 day period. Within 10 work days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.
- E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) work days after receiving the Board of Education's decision.
- F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- G. Each party shall be responsible for costs of its own representation and presentation, and the parties shall share equally arbitrator's fees and cost of the meeting room if any.
- H. Since it is important to good relationships that grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at one stage is not appealed to the next stage of the procedures within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- I. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

**ARTICLE VI  
EVALUATION AND JOB SECURITY**

**A. Evaluation**

- (1) The work performance of all unit members shall be evaluated annually by their administrator. The administrator may gain input from the immediate supervisor regarding performance of the unit member.
- (2) Unit members shall, upon request, be given a copy of any evaluation report prepared by their supervisor.
- (3) Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies for the file. Unit members shall also have the right to submit a written response within 30 days of their review of the evaluation with their immediate supervisor for attachment to the evaluation. Said evaluation shall be placed in a unit member's personnel file upon his/her refusal to affix his/her signature with notation by the supervisor to that effect.
- (4) A unit member shall have the right to review the contents of his/her personnel file and, from the date of this contract, copies of any material added to the personnel file will be provided for the unit member, at the request of the unit member, with the exception of recommendations of a confidential nature. The unit member will have the right to attach any written statement about any such materials added to the file.

**B. Job Security:** As outlined in the Monroe County Civil Service Regulations

**C. Seniority:**

- (1) DEFINITION: Seniority is defined as the length of an employee's continuous service from the date of regular employment within the District.
- (2) FILLING VACANCIES:
  - (a) Current secretarial staff members will be given first consideration as openings occur if their qualifications are equal or better than other candidates.
  - (b) All position openings shall be posted for five (5) days prior to the time that the District takes action to fill the position. Unit members who apply will be given first consideration before the applications of non-unit members are considered.
- (3) LAYOFF: Layoff or necessary reduction in work hours shall be by seniority within each job classification beginning with the least senior employee.
- (4) RECALL: Unit members caught in a layoff will be recalled in reverse order of layoff.

**D. Reclassification of Position**

In order to register a request that a position be considered for reclassification, the employee shall write a letter describing in clear detail the claimed changes in the duties and responsibilities of the position to which the employee is assigned which that employee feels justifies a reclassification. The letter shall be submitted to the employee's immediate supervisor for review of substance of the claimed changes. This letter with the immediate supervisor's comments and analysis shall be forwarded to the Assistant Superintendent and a copy shall be forwarded to the President of the Association.

The Assistant Superintendent shall review the letter and shall discuss the substance of the letter with the employee's supervisor and the employee. The Assistant Superintendent shall record his comments and analysis on the letter and forward to the Superintendent of Schools.

The Superintendent's decision shall be final. The entire procedure should be completed no later than thirty working days from its inception.

If this is a new job classification it will be subject to approval by the Monroe County Civil Service Commission.

An employee's administrator may initiate reclassification of a secretarial position following the above procedures.

**ARTICLE VII  
SAVINGS CLAUSE**

In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void and unenforceable, such decision shall not affect any of the other conditions of this Agreement, which shall continue to be in full force and effect.

**ARTICLE VIII  
PROVISIONS REQUIRED BY LAW**

**A. 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 ITS APPROVAL.

B. This Agreement shall be deemed to include any and all other language and provisions required by law, and is not intended to modify or abrogate any of the duties of either party required by law.

**ARTICLE IX  
ENTIRE AGREEMENT**

The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties. Any terms and conditions of employment or benefits provided prior to the effective date of this Agreement are hereby rescinded, and all terms and conditions of employment and benefits provided are governed by the terms of this Agreement.

**ARTICLE X  
REPRISALS**

There shall be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or participation in any of its activities.

**ARTICLE XI  
ASSOCIATION USE OF FACILITIES**

The Association shall be permitted to use District facilities as it has in the past. In a year when the District is on a contingency budget, the Association shall use the facilities under the same terms and conditions as any other District organization when such use begins after 6 p.m.

**ARTICLE XII  
NEGOTIATION PROCEDURES**

1. The conditions and provisions of the contract remain in effect for a three-year period beginning with the 2012-13 school year and continuing through the 2014-15 school year. Upon written request of either party to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request.
2. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representative be clothed with all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
3. The Association shall have the right, upon request, to see and copy (at no expense to the District), during regular working hours of the District Business Office, any public financial and budgetary information of the District. Further, both parties shall furnish each other, upon request, all other available information pertinent to the issues under consideration.
4. Copies of the final agreement shall be distributed to all unit members on the first day of school in September or four weeks after its execution, whichever date is later. Unit members who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract. The employer will supply the Association President with 25 additional copies of the agreement.

IN WITNESS WHEREOF, we hereunto set our signatures this \_\_\_\_\_ day of January 2013 at the District Office.

1/11/13  
Date

\_\_\_\_\_  
Alecia Barker, President  
On Behalf of the Honeoye Falls-Lima Secretaries Association

1/11/13  
Date

\_\_\_\_\_  
Philip Burrows, Interim Superintendent of Schools  
On Behalf of the Board of Education of the Honeoye Falls-Lima  
Central School District

**Memorandum of Agreement Between the Honeoye Falls-Lima Secretarial Association  
And the Honeoye Falls-Lima Central School District**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as "District") and the Honeoye Falls-Lima Secretarial Association (hereinafter referred to as "Association") are parties to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, Article III, Section D, on Page 3, of the collective bargaining agreement dated the 11<sup>th</sup> day of January, 2013, allows \$1,100.00 in a Health Reimbursement Account for all unit members; and

WHEREAS, the Patient Protection and Affordable Care Act has placed certain eligibility requirements on the funding of Health Reimbursement Accounts (hereinafter referred to as "HRA") that can restrict the district's legal ability to fund certain employee's HRA accounts as specified in the current collective bargaining agreement; and

WHEREAS, Honeoye Falls-Lima Central School District believe the following to be in the best interest of both parties to ensure that all unit members receive their contractual HRA monies; and

THEREFORE, the parties agree to the following:

1. Unit members have a Health Reimbursement Account under Article III, Section D, Page 3 of the 2012-2015 collective bargaining agreement.
2. Under the Patient Protection and Affordable Care Act, unit members who do not have health insurance with the District and do not have any other employer-sponsored health insurance are not permitted to receive the HRA monies.
3. The District and the Association agree those unit members will receive a stipend in the amount of \$1,100.00.
4. This stipend shall be paid as a separate check, with appropriate taxes deducted, in the next payroll that is processed after the signing of this agreement.
5. Unit members who are entitled to receive HRA contributions from the District, but may not receive the money under the Patient Protection and Affordable Care Act, are the only eligible unit members who may receive this alternative method of money.
6. This is not a voluntary election for unit members.
7. The District and the Association have read this memorandum of agreement and has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
8. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
9. This agreement is in no way precedent setting.
10. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
11. Both parties enter this agreement knowingly, freely, and without coercion.
12. Signatures below indicate all parties, being duly authorized, have read the foregoing and enter into this agreement.

IN WITNESS WHEREOF, this settlement agreement has been executed this 30<sup>th</sup> day of October, 2014 intending to be legally bound.

\_\_\_\_\_  
Mr. Gene Mancuso, Superintendent, on behalf of the  
Honeoye Falls-Lima Central School District

Date \_\_\_\_\_

\_\_\_\_\_  
Kim Roberts, Association President, on behalf of the  
Honeoye Falls-Lima Secretarial Association

Date \_\_\_\_\_