



*"Education is the
Foundation for Success"*

Agreement between the

**Honeoye Falls-Lima Para-Professional
School/Nurse Unit**

And the

Superintendent of Schools

Honeoye Falls-Lima Central School District

Honeoye Falls, New York

For the period from

July 1, 2021 to June 30, 2025

(extended through June 30, 2025)

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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 Education Association Para-Professional/School Nurse Unit (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 an employee unit including all para-professional employees (special education class and resource room, computer, and library para-professionals; in-school suspension and handicapped student para-professionals and hall monitors) and registered nurses, excluding all other employees.
- B. Job descriptions will accurately describe the work responsibilities of each job contained in this bargaining unit. In cases where new jobs are created, the District agrees to negotiate with the Association in regards to the salary to be attached to the job. A copy of the employee's job description is available to the employee from his immediate supervisor on request. A set of existing job descriptions shall be provided to the Association upon request.

ARTICLE II NEGOTIATION PROCEDURES

- A. The conditions and provisions of the contract remain in effect from July 1, 2021 through June 30, 2025.
- B. 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.
- C. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives be clothed with all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
- D. 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.
- E. An electronic copy of the final agreement shall be posted on the District's intranet.

ARTICLE III GRIEVANCE PROCEDURE

- A. A grievance is a claim by a unit member or the Association that there has been a violation, misinterpretation, or inequitable application of any practice, policy or 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) workdays 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 part in interest, render a decision thereon, in writing, and present it to the unit member.
- C. After the supervisor's written response, and if the unit member still feels the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools within the next 15 work-day period.
- D. If the grievance is not resolved within five (5) workdays, it shall be submitted by the grievant to the President of the Board of Education at the District Office within the next 10 work-day period. Within 10

workdays after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

- E. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. 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. 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.
- H. 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.

ARTICLE IV REMUNERATION

A. Salary

(1) Checks:

- a. Paychecks will be issued on the 15th and 30th 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 payday fall on a weekend or holiday, paychecks will be issued on the last District business day before the weekend or holiday.
- b. All unit members will be paid in twenty (20) or twenty-four (24) installments from September through June at their option. Such option shall be made by each unit member, in writing, prior to the commencement of the school year, and shall be irrevocable for that school year.
- c. Unit members who elect to have their salary paid in twenty-four installments will have the 21st through 24th installments paid on the final pay date in June of each school year.
- d. Payroll will be by direct deposit to an account designated by the employee.

(2) Para-professionals Salary:

<u>Increase Date</u>	<u>Increase</u>
July 1, 2021	2.3% plus a one-time fixed amount provided in Appendix A
January 1, 2022	\$2/hr increase after the January 1, 2022 Minimum Wage increase
July 1, 2022	0%
July 1, 2023	2%
July 1, 2024	2%

(3) Nurses Salary:

<u>Increase Date</u>	<u>Increase</u>
July 1, 2021	3.25%
July 1, 2022	0%
July 1, 2023	2%
July 1, 2024	2%

(4) Starting salaries: The minimum starting salaries will be as follows:

<u>Effective Date</u>	<u>Para-professionals</u>	<u>Nurses</u>
2023-2025	\$15.00	\$19.25

(5) In addition to the wage offer in the proposal, The District will offer a \$500 one-time payment to all full-time unit member who were regularly employed by HF-L on March 1, 2021 and are still employed at the signing of this MOA. This amount will be paid in a separate check within four weeks of this MOA being signed.

B. Longevity

Unit members who have completed at least the following years of service within the unit will receive a one-time, lump sum payment in their final paycheck paid in June, as follows:

- 10+ years of service: \$200
- 15+ years of service: \$300
- 20+ years of service: \$400
- 25+ years of service: \$500

C. Salary Differential (Special Education Student)

A salary differential will be paid to para-professionals who are regularly assigned to special education students (1:1, Classroom, ADA, etc.) who are required by the nature of the assignment to provide routine assistance with personal hygiene/care (toileting, diapering, etc.). These para-professionals will be paid an additional \$0.75 per hour during the time performing this routine assistance.

If the District determines during the school year that a para-professional receiving this differential is no longer required to provide routine assistance with personal hygiene/care of assigned students, then the differential will no longer be applied. The para-professional will receive written notification from the District when it determines that the differential will no longer be applied. Written notification will be provided prior to the end date of the differential application.

D. Compensation for In-service

Unit members will be paid their regularly hourly rate for each clock hour of approved in-service education occurring outside the regular workday. Prior approval by the Superintendent will be required.

E. Overtime

Overtime is granted upon prior approval of the Assistant Superintendent of Business and Operations and/or his/her designee to unit members at one-and-a-half times their regular rate of pay. Overtime is considered to be any time in excess of 40 hours per week.

F. Mileage

All unit members who necessarily travel between work locations in performance of their duties shall be reimbursed for mileage at the current IRS rate.

G. Covering for Absent Teacher (Para-professionals Only)

If a unit member is required to cover for an absent teacher because the teacher is attending to other matters outside of the classroom for at least one-quarter hour or more, or because the teacher is absent without a substitute teacher, the unit member will be paid, in addition to his/her regular hourly rate, one-half the certified substitute rate for the same period of time. Para-professionals shall submit a time sheet for the hours worked when they cover for an absent teacher.

When a teacher will be absent for an entire day, a para-professional will not be assigned to cover unless the District has called the substitute list and there is no substitute available. If the District needs to use a para-professional to cover a class because of the unavailability of a substitute, it will first assign a para-professional who has expressed a willingness to substitute, before assigning someone who prefers not to substitute.

H. **Summer Work (School Nurse)**

School nurses will be paid at a per diem rate pro-rated for hours worked if less than a full seven and one-half hour day, for all summer work. The per diem rate will be 1/199 of the 10-month salary.

I. **Tuition Reimbursement**

Para-professional unit members shall be reimbursed for 75% of pre-approved tuition expenses that are taken to become a certified K-12 teacher. The claim per credit hour shall not exceed the current SUNY rate per credit hour. Upon appointment to tenure to an HF-L teaching position, unit members who have received 75% of the approved reimbursement will be reimbursed for the remainder of tuition reimbursement. Nurse unit members shall be reimbursed up to the current SUNY rate per credit hour for pre-approved work-related course work.

J. **License Reimbursement**

The District will reimburse nurses for the cost of their licensing fee up to \$100 every other year.

K. **Summer School**

The District will post opportunities for summer school assignments by June 1 of each year. Summer school assignments will be paid at the unit member's regular rate of pay.

L. **Fingerprinting**

The District agrees to reimburse new hires for their fingerprinting once cleared in TEACH.

ARTICLE V DEDUCTIONS

The District shall deduct from the wage or salaries of Association members and remit to the Association Treasurer the regular membership dues or other authorized deduction with a list of names from whom deductions were authorized by unit members who have signed authorization forms directing such deduction or deductions. NYSUT Benefit Trust deductions will be allowed in the automatic payroll deduction.

ARTICLE VI CONDITIONS OF EMPLOYMENT

A. **Emergency and Holiday Work (Paraprofessionals)**

Should a unit member be requested to work on an emergency basis on a day said unit member is otherwise not scheduled to work, or be requested to work on a holiday, said unit member 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.

B. **Emergency and Holiday Work (School Nurses)**

Should a unit member be requested to work on an emergency basis or on a holiday when the unit member is otherwise not scheduled to work, said unit member shall be paid at a rate that is 1-1/2 times the regular hourly rate for a minimum of four hours or the number of hours actually worked, whichever is greater. The state of emergency is determined by the Superintendent of Schools, and holiday work pertains to legal holidays as outlined by the Superintendent of Schools for each school year.

C. **Work Year**

Unit members' work year shall be as follows:

- (1) The Para-professionals, regardless of assignment or building (except Lima Christian School), work year shall be defined as follows:
 - a. All days the K-8 students are in attendance during the school year.
 - b. All scheduled Superintendents' Conference/Professional Staff Development Days that take place during the school year after Labor Day.
 - c. The District may, at its option, offer unit members to work on a teacher work day occurring before Labor Day, but unit members would not be required to attend and normal paid leave allowances would not apply.

- d. Additional days worked beyond those outlined in a- c above, must be pre-approved by the appropriate administrator. Compensation will be provided for these days and a time sheet must be submitted for payment.
- (2) Para-professionals assigned to Lima Christian School, the work year shall be defined as follows:
 - a. All days that the Lima Christian students are in attendance during the school year.
 - b. All scheduled Professional Staff Development Days that take place during the school year after Labor Day. Staff Development Day activities may take place at either Lima Christian School or the Honeoye Falls-Lima Central School District.
 - c. All Staff development/Teacher Orientation/Teacher Preparations Days that take place prior to Labor Day and/or first day of school for students per the Lima Christian School Year Calendar.
 - d. Additional days worked beyond those outlined in a- c above, must be pre-approved by the appropriate administrator. Compensation will be provided for these days and a time sheet must be submitted for payment.
- (3) The school nurses work year shall be defined as follows:
 - a. Effective July 1, 2019, the work year is defined as one hundred ninety-nine (199) days, which includes eleven (11) paid holidays.
 - b. Additional days worked will be compensated at a rate based on the unit member's annual salary divided by the guaranteed minimum number of workdays.

D. Retirement

Membership in New York State Employees' Retirement System - Improved Career Retirement Plan under Section 75-i with Unused Sick Leave (Section 41-j) and the Minimum Death Benefit (Section 60-b) provisions is required and/or available to bargaining unit members.

E. Payment for Unused Sick Days at Retirement

- (1) An eligible unit member who is retiring, after 15 years or more of service with the District, will be granted a payment equal to the following chart per day for any unused sick days accumulated up to and during his/her final year of service, with a maximum of 200 days.

<u>Unused Sick Days</u>	<u>Payment/Day</u>
1-50	\$35/day
51-100	\$40/day
101-150	\$50/day
151-200	\$60/day

- (2) In order to receive the payment, the retiring unit member normally must file a notice of intent to retire from the District 90 days in advance of the anticipated date of retirement. Only in unusual and generally unforeseen circumstances, such as sudden illness or change in family status, the unit member may file the notice of intent in less than the required 90 days.
- (3) The District shall make payment for unused sick days upon retirement in the form of a nondiscretionary employer contribution to the unit member's section 403(b) account.

F. Holidays

- (1) During the contract period all eligible unit members will receive 11 paid holidays. Each year the Superintendent and the President of the Association will meet to review the annual school calendar prior to submission to the Board of Education for its adoption. This meeting will be an opportunity for the Association to provide input regarding the proposed school calendar and holiday placement.
- (2) In order to receive holiday pay, an eligible unit member must be actively at work on the workdays immediately preceding and following the paid holiday or break.
 - a. Absences due to bereavement days, jury duty days, or an approved paid Family Medical leave are exempt from the requirement to be actively at work. Unit members utilizing these days will receive holiday pay.

- b. Absence(s) due to illness will be exempt from the requirement to be actively at work if the unit member provides a doctor's note for the absence to their administrator. Unit members who provide a doctor note will receive holiday pay.
- c. A unit member can request, due to extenuating circumstances, he/she be paid for a holiday, even if absent on the day preceding or following a paid holiday/break. Such request will be granted at the discretion of the Superintendent.

G. Employee Pay and Pro-ration of Benefits (Para-Professionals)

Except as otherwise provided in this Agreement, unit members who work at least 38 weeks per year are entitled to participate in the benefits provided in this Agreement as outlined below:

- (1) Unit members who regularly work at least 30 hours per week are eligible to participate in all benefits without proration.
- (2) Unit members who regularly work at least 20 hours but less than 30 hours per week are eligible to participate in all benefits except that health insurance and sick leave will be pro-rated at 50%.
- (3) Unit members who work less than 38 weeks per year or less than 20 hours per week are not eligible for benefits.

H. Staff Development and Conference Attendance

Requests: Forms to request approval for conference attendance or staff development shall be submitted to the building administrator via the online professional development system. Requests for approval, together with a copy of the program description, if available, shall be turned in a minimum of one week prior to attending a conference. Upon approval, a unit member will be reimbursed for all allowable expenses in accordance with District BOE policy.

I. Duty-Free Lunch

The work day for unit members will include a duty-free lunch of at least 30 minutes.

ARTICLE VII EVALUATION AND JOB SECURITY

A. Evaluation

- (1) The work performance of all unit members shall be evaluated annually by the appropriate administrator.
- (2) Unit members shall be given a copy of any evaluation report prepared by their supervisor.
- (3) A unit member 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 an 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 has the right to review the contents of his/her personnel file and to request copies of any material added to the personnel file, with the exception of recommendations of a confidential nature. The unit member also has the right to attach any written statement about any materials added to his/her file.

B. Filling Vacancies

Current unit members will be given first consideration as openings occur, if their qualifications are equal or better than other candidates. The District, in its sole discretion, shall determine the qualifications for each position. All unencumbered openings in unit positions shall be posted for five (5) workdays prior to the time the Board of Education takes action to fill the position. Any unit member who has submitted a letter of interest for a posted vacancy will receive an interview for the position. The District will post notices of vacancies electronically on its online web recruitment system and will also send a copy of the posting to the Association President via electronic mail.

C. Seniority

Seniority shall be defined as the length of a unit member's continuous employment in a job classification within the unit.

D. Layoff, Reduction In Force, Recall

Layoff or reduction in work hours shall be by seniority within a unit job classification beginning with the least senior unit member in the job classification. Unit members caught in a layoff or reduction in work hours will be recalled in reverse order of layoff to the job classification from which they were laid off.

E. Discipline and Discharge

No unit member who has completed one full year of service shall be dismissed or disciplined without just cause. This provision does not apply in the case of a layoff or reduction-in-force in accordance with subparagraph D above.

**ARTICLE VIII
LEAVES OF ABSENCE**

A. Paid Leaves of Absence

(1) Sick Leave.

- a. Nurses. The employer will grant a total of 15 days of sick leave for the 1st year and 20 days thereafter to all eligible unit members each year of employment, cumulative until a maximum of 250 days is reached. Unit members who reach the maximum accrual of 250 days will continue to receive their annual allowance of days, which will be used first before days are deducted from previously accrued days. For unit members hired after the school year begins, sick leave will be accrued 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 when it appears to the Human Resources Department that absences appear to be excessive.
- b. Para-Professionals. The employer will grant a total of 15 days of sick leave per each year of employment for any unit member hired on or after July 1, 2008. For any unit member hired before July 1, 2008, the employer will grant a total of 20 days per each year of employment. Unused sick leave is cumulative until a maximum of 250 days is reached. Unit members who reach the maximum accrual of 250 days will continue to receive their annual allowance of days, which will be used first before days are deducted from previously accrued days. For unit members hired after the school year begins, sick leave will be accrued 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 when it appears to the Human Resources Department that absences appear to be excessive.

(2) Personal Leave.

- a. Eligible unit members will receive two (2) days personal leave per year to be used to attend to legal, religious, and family obligations.
- b. Requests to use personal days shall state personal leave as the reason for the request and be submitted to the Absence Management System five (5) days in advance whenever possible prior to the date for which the leave is being requested.
- c. Personal leave days may not be used the day before and the day after a holiday or vacation.
- d. Special requests for additional personal days may 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(s) should not be considered precedent for the granting of other requests.
- e. Unused personal days remaining at the end of the year may be converted to sick days and accumulated in the unit member's sick leave bank.

(3) Death in Family.

Upon approval of the Superintendent of Schools, eligible 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 unit member's family and close relatives, and spouse's family and close relatives.

For purposes of this section, four (4) days shall mean four (4) school days. Such leave shall not be cumulative and shall not be charged against sick leave.

(4) Family Illness or Emergency.

Eligible unit members will be granted a maximum of fifteen (15) days leave with full pay during each school year because of serious illness in his/her immediate family (mother, father, husband, wife, children). Upon approval of the Superintendent, this leave may be used for immediate family members not identified in this provision. The foregoing paid family illness leaves shall be charged against and deducted from the above-stated sick days annual leave allowance, to the extent necessary, and any accrued paid leave balance. One of the days granted in this section may be used for personal leave.

(5) Professional Leave.

Any unit member may be granted professional leave on the recommendation of the Superintendent with pay and with reimbursement for reasonable expenses incurred.

(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 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 unit member shall not be required to report to work when emergency conditions force the closing of school for students and faculty. The unit member will be paid for the first three emergency closing days but must make up lost time if school is closed for more than three days in any school year.

B. Unpaid Leave of Absence

(1) Parental Leave.

Parental leave will be granted to unit members in recognition of both the needs of the employee and the needs of the District. Ordinarily, a parental leave will not extend for more than a calendar year after the birth or adoption of the unit member's child. The maximum period of such a leave will be one year. The starting and ending dates for the leave will be determined after consultation with the unit member, the Building Principal, and the Superintendent. Unit members will not be eligible for an annual salary increase if, during the preceding school year, they were on a parental leave for more than one-half of the school year. 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.

ARTICLE IX HEALTH INSURANCE

A. Active Employee Health Insurance

(1) Effective December 31, 2015, the RASHP 2 Classic Blue Extended Plans will no longer be available to unit members.

(2) Effective July 1, 2021, the RASHP 2 Select Plan will no longer be available to unit members.

(3) Unit members will contribute the following for the RASHP 2 Value Plan:

a. Unit members hired before July 1, 2017 will contribute 15% of the annual premiums and the District will contribute 85%.

b. Unit members hired after July 1, 2017 will contribute 20% of the annual premiums and the District will contribute 80%.

(4) Premiums for other than the Value Plan:

a. If a unit member enrolls in a District plan that has a lower premium than the Value Plan (e.g., high deductible health plan), the District will contribute 85% of the premium cost for the lower cost plan. The District will also credit/contribute to the unit member's HRA/HSA an amount equal to

one-half of the District’s net savings between the monthly premium for the Value Plan and the lower cost plan. Any amounts contributed based on this savings will be credited/contributed on a quarterly basis in January, April, July, and October of each year.

(5) Health Reimbursement Arrangement and Health Savings Account:

The amount will be paid twice a year, one half of the amount will be paid in January and the other half of the amount will be paid in July. The reference to the dates of 2022-2023 will be replaced with the following dates, 2023-2025.

School Year	Amount
2023-2025	\$1,200

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 HRA or HSA monies.

- a. Unit members who are entitled to receive HRA or HSA money from the District, but are not eligible for such money under the Patient Protection and Affordable Care Act, will receive a stipend in the amount listed above for the respective year.
- b. The stipend amount will be paid as a separate check, with appropriate taxes deducted, on the date that the HRA credits and HSA contributions are paid to other employees.
- c. Any money paid under this section is not a voluntary election for unit members.

(6) Flexible Spending Account:

The District will offer all unit members the option of participating in a flexible benefits plan (Internal Revenue Code, Section 125) with the dependent care option. The District will offer an HSA compatible flexible spending account or unit members who have an HSA.

B. Retiree Health Insurance

(1) Unit members who retire on or after April 26, 2016 are responsible for maintaining current address and other contact information with the District when enrolled in health insurance during retirement.

(2) For unit members hired prior to July 1, 2004: The District agrees to pay for the cost of the health insurance program for unit members who retire from the District under the New York State Employees Retirement System, subject to Article VI, Section G, Employee Pay and Pro-ration of Benefits, according to the following:

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.

(3) For unit members hired on or after July 1, 2004: The District agrees to pay for the cost of the above health insurance program for unit members who retire from the District under the New York State Employees Retirement System, subject to Article VI, Section G, Employee Pay and Pro-Ration of Benefits, according to the following:

15 years of District service	50% of premium cost
20 years of District service	70% of premium cost
25 years of District service	90% of premium cost

Unit members hired on or after July 1, 2004 are only eligible for retiree coverage for the number of their years of service with the District and for a District contribution toward single coverage. Such individuals may select other coverage levels (e.g., retire plus spouse), but they are solely responsible for the difference in expense.

(4) Unit members who retire after April 26, 2016, and their spouses, upon reaching the age of eligibility will enroll in a Medicare plan. The Medicare eligible plans shall include, but are not limited to Medicare

Blue Choice Plan and Classic Blue Plan. The District's premium contribution will be at the same percentage as outlined in subsections 2 or 3 above, as applicable.

- (5) If a retiree moves out of the geographical area covered by the coverage offered by the District, the District will reimburse the retiree, at the same percentage rate (as outlined in subsections 2 or 3 above, as applicable) as if the retiree had elected District-provided coverage, if the retiree purchases alternate health insurance coverage.** In order to qualify for such "portability" reimbursement, the retiree must submit receipts for premiums paid for the months of January through June no later than July 15 of each year, and for the months of July through December no later than January 15 of the following year. The District will issue reimbursements within 30 days after July 15 and January 15, respectively. A retiree who fails to timely submit a receipt for reimbursement will waive his/her right to reimbursement for that six-month period, but shall remain eligible for future reimbursement if timely requests are made.

** In no event shall the District's reimbursement exceed the dollar amount that it would contribute for a plan offered by the District.

2. Article IV, Section A-2

3. Article IV, Section A-3

4. Article IV, Section A-4

5. The following will be added as Article IV, Section 5:

6. Article IX A (5),

7. The Following Appendix B will be added:

The following Registered Nurses will have their hourly wage rate set to the following wage rates effective January 1, 2022:

o Cynthia Kettlehorne	\$32.38/hour
o Meghan Stanley	\$26.64/hour
o Elizabeth Mandak	\$34.00/hour
o Carol Shrader	\$34.00/hour
o Cheryl Johnston	\$34.00/hour

8. Both parties agree the aforementioned amendments will be in effect for the period of January 1, 2022 to June 30, 2025 unless a successor agreement is negotiated sooner.
9. Both parties agree that the within memorandum of agreement will be ratified by each constituency, first by the Association and then by the District's Board of Education.

ARTICLE X OTHER INSURANCE

A. **Life Insurance:**

The District will provide a \$15,000 Life Insurance Policy for all eligible unit members. This benefit will be over and above any such coverage provided for in the New York State and Local Retirement System pension program.

B. **Workers' Compensation Insurance:**

The District will provide workers' compensation insurance in accordance with applicable New York State law. In the event of an accident covered by workers' compensation insurance, occurring while engaged in school duties, the District will pay a unit member an amount equal to the difference between the workers' compensation awarded and the unit member's regular salary. The District will NOT pay any workers' compensation or supplement during the time of any absence due to accidents sustained while in gainful employment of others or while self-employed.

**ARTICLE XI
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 XII
PROVISIONS REQUIRED BY LAW**

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 therefore, shall not become effective until the appropriate legislative body has given its approval.

**ARTICLE XIII
ASSOCIATION RIGHTS**

- A. **Facilities Use:**
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 6:00 p.m.
- B. **President Release:**
The Association President or their designee will be released to attend unit leader meetings called by the Superintendent during the school year.

AGREEMENT

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.

IN WITNESS WHEREOF, we hereunto set our signatures at the District Office.

Dated: _____

By: _____
Patricia Freeman, President of HFLEA, Nurse/Para Unit

Dated: _____

By: _____
Gene Mancuso, Superintendent of Schools

Appendix A

YOS	2021-22
0	\$ -
1	\$ 0.04
2	\$ 0.04
3	\$ 0.04
4	\$ 0.04
5	\$ 0.08
6	\$ 0.08
7	\$ 0.08
8	\$ 0.08
9	\$ 0.08
10	\$ 0.12
11	\$ 0.12
12	\$ 0.12
13	\$ 0.12
14	\$ 0.12
15	\$ 0.16
16	\$ 0.16
17	\$ 0.16
18	\$ 0.16
19	\$ 0.16
20	\$ 0.20
21	\$ 0.20
22	\$ 0.20
23	\$ 0.20
24	\$ 0.20
25	\$ 0.20
26	\$ 0.20
27	\$ 0.20
28	\$ 0.20
29	\$ 0.20
30	\$ 0.20
31	\$ 0.20
32	\$ 0.20
33	\$ 0.20
34	\$ 0.20
35	\$ 0.20
36	\$ 0.20
37	\$ 0.20
38	\$ 0.20
39	\$ 0.20
40	\$ 0.20

Appendix B

The following Registered Nurses will have their hourly wage rate set to the following wage rates effective January 1, 2022:

- Cynthia Kettlehorne \$32.38/hour
- Meghan Stanley \$26.64/hour
- Elizabeth Mandak \$34.00/hour
- Carol Shrader \$34.00/hour
- Cheryl Johnston \$34.00/hour

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT AND THE
HONEOYE FALLS-LIMA PARAPROFESSIONAL/SCHOOL NURSE UNIT**

The Honeoye Falls-Lima Central School District (hereinafter referred to as the "District") and the Honeoye Falls- Lima Paraprofessional School/Nurse Unit (hereinafter referred to as the "Association") have agreed to the following changes to the July 1, 2021 through June 30, 2023 Collective Bargaining Agreement as follows:

All the terms and conditions of the July 1, 2021 through June 30, 2023 Collective Bargaining Agreement between the District and the Association will be extended through June 30, 2025 with the following exceptions as indicated below:

- I. Article II, of the collective bargaining agreement between the Association and the District, the references to the date of July 1, 2021-June 30, 2023 will be deleted and replaced with the dates of July 1, 2021 and June 30, 2025.
- 10. Article IV, Section A-2 of the collective bargaining agreement between the Association and the District, the box containing salary increases will be deleted and replaced with the following language:

<u>Increase Date</u>	<u>Increase</u>
July 1, 2021	2.3% plus a one-time fixed amount provided in Appendix A
January 1, 2022	\$2/hr increase after the January 1, 2022 Minimum Wage increase
July 1, 2022	0%
July 1, 2023	2%
July 1, 2024	2%

- 11. Article IV, Section A-3 of the collective bargaining agreement between the Association and the District, the dates in the box containing salary increases will be deleted and replaced with the following language:

<u>Increase Date</u>	<u>Increase</u>
July 1, 2021	3.25%
July 1, 2022	0%
July 1, 2023	2%
July 1, 2024	2%

- 12. Article IV, Section A-4 of the collective bargaining agreement between the Association and the District, the box containing the dates of 2021-2022 and 2022-2023 will be deleted and the dates of 2022-2023 will be replaced with the dates of 2023-2025, the hiring amount for paras will be \$15/hour and the hiring rate for nurses will remain at \$19.25 for the life of the contract.
- 13. The following will be added as Article IV, Section 5:
 ** In addition to the wage offer in the proposal, The District will offer a \$500 one-time payment to all full-time unit member who were regularly employed by HF-L on March 1, 2021 and are still employed at the signing of this MOA. This amount will be paid in a separate check within four weeks of this MOA being signed

- 14. Article IX A (5), the language paying unit members the HSA/HRA amount of \$1,200 on July 1⁵¹ will be deleted and replaced with the following language: The amount will be paid twice a year, one half of the amount will be paid in January and the other half of the amount will be paid in July. The reference to the dates of 2022-2023 will be replaced with the following dates, 2023-2025.

15. The Following Appendix B will be added:

The following Registered Nurses will have their hourly wage rate set to the following wage rates effective January 1, 2022:

- o Cynthia Kettlehorne \$32.38/hour
- o Meghan Stanley \$26.64/hour
- o Elizabeth Mandak \$34.00/hour
- o Carol Shrader \$34.00/hour
- o Cheryl Johnston \$34.00/hour

16. Both parties agree the aforementioned amendments will be in effect for the period of January 1, 2022 to June 30, 2025 unless a successor agreement is negotiated sooner.

17. Both parties agree that the within memorandum of agreement will be ratified by each constituency, first by the Association and then by the District's Board of Education.

Dated: February 18, 2022

By: _____
Patricia Freeman, President of HFLEA, Nurse/Para Unit

Dated: February 18, 2022

By: _____
Gene Mancuso, Superintendent of Schools