



Agreement between the
Honeoye Falls-Lima Buildings and Grounds Association
And the
Superintendent of Schools
Honeoye Falls-Lima Central School District
Honeoye Falls, New York

For the period from
July 1, 2021 through June 30, 2024

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PREAMBLE

IT IS HEREBY UNDERSTOOD AND AGREED, that the Agreement between the Superintendent of Schools of the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Buildings and Grounds Association for the period from July 1, 2021 through June 30, 2024.

WITNESSETH:

**ARTICLE I
RECOGNITION**

- A. The District hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed as defined in subparagraph C of this Article I.
- 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 full-time and part-time employees of the Buildings and Grounds Department, including mechanics, custodians, cleaners, grounds-persons, and couriers. The Supervisor of Buildings and Grounds and other supervisory personnel included in the grievance procedure are excluded as members.

**ARTICLE II
NEGOTIATION PROCEDURES**

- A. Only the mandatory terms and conditions of employment, as defined by law and rules of the New York Public Employment Relations Board (PERB), shall remain in effect until altered by mutual agreement by the parties. 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.
- B. While no final agreement shall be executed without ratification by the Association and the Honeoye Falls-Lima Board of Education ("Board of Education" or "Board"), the parties mutually pledge that their representatives have all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
- C. 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.
- D. 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 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) workdays of the event or occurrence giving rise to the claimed grievance. Within five (5) work days after a 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 majority of the members of the Association present at a meeting find the grievance to be meritorious it must be presented in writing to the Superintendent of Schools from the President of the Association 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 workdays 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 share equally arbitrator's fees and cost of the meeting room, if any.
- H. 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.
- 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 IV REMUNERATION

- A. **Salary Plans:**
 - 1. Unit members shall receive base wage increases during the term of this agreement as follows:

July 01, 2021:

Unit members who were making minimum wage (\$12.50) on July 1, 2021, will receive a new base hourly rate of \$15.20/hour paid retroactively to July 1, 2021. All other Unit members will receive a base hourly wage increase of \$2.00/hour paid retroactively to July 1, 2021.

July 01, 2022: The greater of 2.25% or the minimum starting wage below

July 01, 2023: The greater of 2.25% or the minimum starting wage below

2. The minimum starting wage for the following categories will be as follows:

Title	7/1/21	7/1/22	7/1/23
Cleaner	\$15.00	\$15.00	\$15.00
Custodial Assistant	\$15.75	\$15.75	\$15.75
Custodian	\$16.50	\$16.50	\$16.50
Head Custodian	\$18.60	\$18.60	\$18.60
Driver/Messenger	\$15.75	\$15.75	\$15.75
Mechanic I	\$19.60	\$19.60	\$19.60
Mechanic II	\$17.60	\$17.60	\$17.60
Grounds Equipment Operator	\$15.75	\$15.75	\$15.75
Seasonal Grounds Keeper	\$15.00	\$15.00	\$15.00
Laborer	\$15.00	\$15.00	\$15.00

3. There shall be a differential for additional responsibilities for the following designated leaders:

Leaders	Differential Per Hour Above Hourly Rate		
	2021-2022	2022-2023	2023-2024
Custodian Leader	\$.50	\$.50	\$.50
Mechanic Leader	\$.50	\$.50	\$.50
Grounds Leader	\$.50	\$.50	\$.50
Middle & High School Custodians	\$.50	\$.50	\$.50
Lima & Manor School Custodians	\$.25	\$.25	\$.25
Night Cleaner (Security)	\$.25	\$.25	\$.25

4. Additional One-Time Compensation

In addition to the wage offer above, the District will offer a \$500 one-time payment to all full-time unit members who were regularly employed by HF-L on March 1, 2021 and are currently working for the HF-L Buildings and Grounds Department at the time of the signing of this contract. Employees hired during the 2020-2021 school year and who meet the requirements above will receive a compensation amount prorated by the date of their hire. This amount will be paid in a separate check on 4 weeks after the contract is ratified by the unit and approved by the Board of Education.

B. Salary Checks:

1. 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 pay day fall on a weekend or holiday, paychecks will be issued on the last District business day before the weekend or holiday.

2. All twelve (12) month unit members will be paid in twenty-four (24) installments from July through June.
3. All ten (10) month unit members shall have the option of twenty (20) or twenty-four (24) paychecks from September to June. The twenty-four (24) paycheck option shall be paid with the equivalent of four (4) paychecks in the last payday of June. Such option shall be made by each unit member prior to the commencement of the school year and shall be irrevocable for that school year.
4. Payment will be by direct deposit to an account designated by the employee.

C. 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 each year, as follows:

Completed Years of Service	Payment Amount
5 to 9	\$100
10 to 14	\$200
15 to 19	\$300
20 to 24	\$400
25 or more	\$500

D. Shift Differential:

Shift differential will be paid at the rate of \$.85 per hour to all regular full-time employees (except employees functioning as snowplow operators) on those days and for those hours when the employees start work at or after 3:00 p.m. and before 10:00 p.m. Shift differential will be paid at the rate of \$.95 per hour to all regular full-time employees (except employees functioning as snowplow operators) on those days and for those hours when the employees start work at or after 10:00 p.m. and before 6:00 a.m. Shift differential pay will be applied to vacation and holiday pay for those who work at least 250 days on a differentiated schedule. Shift differential will be paid to any Buildings & Grounds employee who is designated as a night shift employee if they are asked to workdays during recesses or while filling in for people going on vacation who are day shift employees. However, any employee that volunteers to go on day shift will not receive the shift differential. Any unit member asked to work a second continuous shift will be paid double time for the second shift if it exceeds four hours.

E. Overtime:

1. *Definition:* Overtime is considered to be any time in excess of forty (40) hours per week.
2. *Rates:* Overtime is granted upon prior approval of the Assistant Superintendent of Business and Operations or his/her designee. Overtime will be paid at one and one-half times an employee's regular rate of pay at that time. Double time will be paid for Sundays and holidays.
3. *Overtime Notification:* All unit members shall be notified of anticipated overtime between 24 and 48 hours in advance. The notification period does not apply to emergency overtime needs or late knowledge of circumstances.
4. *Overtime Distribution:* Overtime shall be distributed and balanced as equally as possible within a work year among all unit members who express interest in working overtime

within the category of work that is required. Unit members shall indicate their interest in working overtime in a specific category by signing the sign-up sheet provided July 15th and January 15th of each work year. The Director of Facilities will develop a list of interested unit members for each category based on the sign-up sheets. Unit members on each category list will be asked to work overtime during that period in accordance with their seniority and on a continual rotating basis.

- a. In the event that an overtime need arises, the Director of Facilities (or his/her designee) shall move down the list in order. If a unit member does not answer the call, he/she shall have 15 minutes to return the call to accept or refuse the overtime. Failure to return the call within 15 minutes will be considered a refusal and the next person on the list shall be contacted.
 - b. If at least 3 consecutive attempts to reach 3 different unit members on a category list have been made, and at least 45 minutes have passed and no one has accepted the opportunity, the Director (or his/her designee) may call any unit member on the category list and offer the opportunity, regardless of their order in the rotation. If overtime is assigned outside the rotation list using this method, the Director (or his/her designee) will return to the rotation on the category list for the next overtime opportunity.
5. Weekend Checks
- a. The District will determine the number of unit member positions needed to meet this need by July 1st of each year.
 - b. Building custodians will have first right to these positions each year. Other unit members will only be used if a building custodian declines a position or there are more positions than building custodians.

F. Snow Plowing:

1. Snowplow operators will be designated and assigned through the Maintenance section of the Department.
2. When snowplow operators are working prior to the start of their regular shift they shall receive time and one-half their regular rate for such time. Snowplow operators will be paid time and one-half their regular rate for snow plowing work on Saturdays, and double time for snow plowing work on Sundays and observed legal holidays, including floating holidays, as scheduled by the District.
3. Snow plowing assignments are exempt from the minimum call-in pay provisions of Article VI, Section C "Saturday, Holiday and Call-In Pay." An operator may be sent home before the end of his/her regular shift at the discretion of the supervisor. If an operator is sent home before his/her regular shift ends on a day that he/she has plowed, the District will pay the operator his/her regular days' wages plus time and one-half his/her regular rate for the plowing time prior to the start of the regular shift.
4. This section does not apply to part-time employees.
5. Snowplow operators will receive an annual stipend payment to be paid in a separate check at the end of June, as follows:

School Year	Annual Stipend
2021-2022	\$725
2022-2023	\$725
2023-2024	\$725

6. Proration of stipend will be as follows:

- a. The snow plow season shall be defined as November 1st through March 30th .
- b. Unit members hired after the start of the snowplow season will be given an opportunity to decline designation if hired on or after February 1 of the year. If these unit members accept designation as a snowplow operator, their stipend shall be prorated. The proration will be calculated based on their hire date and the defined snow plow season.
- c. Those who are designated snowplow operators but cannot perform the work for the following reasons: medical leave of absence, unpaid leave of absence or removal from the designation as a snow plow operator. The proration will be calculated based on their last day of availability to perform the work during the defined snow plow season.

G. Shift Realignment:

In the event the District realigns work shifts by changing the starting and ending time by more than two hours, the District agrees to bid all cleaner shifts beginning with the most senior cleaner.

H. Standby/On-Call Pay:

1. Unit members required to carry a beeper, pager or cell phone during off-duty hours and who are to be available for immediate recall shall be paid an annual stipend for being on standby/on-call status. This stipend will be prorated in the event that a unit member does not perform the standby/on-call duties for the entire school year. The proration will be calculated using the date of designation or the last date of availability to perform the work.
2. The District shall designate not fewer than three or more than five unit members to share standby/on-call duties.
3. The District shall assign such duties equitably among those so designated for standby/on-call duty. This will be done by using a weekly rotation of assignment for recall during off-duty hours.
4. Payment of the standby/on-call stipends will be made one-half in December and one-half in June of each year. The amount of the stipend shall be:

School Year	Annual Stipend
2021-2022	\$925
2022-2023	\$925
2023-2024	\$925

I. Pool Checks and Maintenance:

The District will pay for the cost of initial certification and for renewing/maintaining certification for unit members who perform this work.

J. Tuition Payments:

The District will pay for the cost of attending pre-approved work-related seminars or classes outside of regular work hours. Pay will include the member's hourly rate of pay during class time and a mileage allowance at the Board approved rate for travel to and from the class site, if the location is other than a Honeoye Falls-Lima School District facility.

K. Work in a Higher Classification:

In the event that a full-time unit member is assigned to temporarily work in a higher rated salary classification (e.g., cleaner to custodian, Mechanic II to Mechanic I) for a period of longer than two (2) consecutive work days, the unit member will receive an additional \$1.00 per hour to his/her normal hourly rate. The increased payment shall begin on the third (3rd) day, and shall be retroactive to the first day of the assignment to the higher classification.

L. Uniforms and Shoe Allowance:

1. *Uniforms:* The District will provide required items of a uniform to be worn by unit members at no cost to the unit member.
2. *Shoe Allowance:* The District will reimburse full-time unit members (30 or more hours per week and at least 38 weeks per year) as follows:
 - a. Cleaners, Custodial Assistants, Custodians, Head Custodian and Laborers up to \$50 per year for the purchase of work appropriate shoes.
 - b. Mechanics (I & II) and Grounds Equipment Operators may choose to receive one (1) of the following options:
 - (1) Up to \$50 per year for the purchase of work appropriate shoes.
 - OR
 - (2) Up to \$150 per year for the purchase of work appropriate boots.
 - c. The District will make reimbursement within 30 days of submission of a receipt by the unit member.

M. Cell Phone:

1. Mechanics (I & II), Grounds Equipment Operators, Custodians (all designations) and Lead Cleaners will be provided with a District cell phone, to be used for work purposes. In the event that a unit member with one of these titles chooses not to use the District provided cell phone, they will not receive any additional compensation for use of their personal cell phone as related to work purposes. However, the District may require a unit member to use a District cell phone during the time the unit member is physically/actively at work.
2. At the District discretion, cell phones may be provided to titles not listed in one (1) above, at which time the language of one (1) above would apply.

**ARTICLE V
DUES DEDUCTIONS**

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 deduction with a list of names from whom deductions were authorized by employees who have signed authorization

forms directing such deduction or deductions. Dues deduction for twelve (12) month employees will be withheld in twenty-four (24) installments. NYSUT Benefit Trust deductions will be allowed in the automatic payroll deduction.

**ARTICLE VI
CONDITIONS OF EMPLOYMENT**

A. Weather Closings:

1. School closings are declared by the Superintendent.
2. When weather conditions require the closing of school for students, unit members will report to work if road conditions permit. A unit member who chooses not to report to work because road conditions are marginal shall be charged one day of sick leave, but will not have the day referenced in his/her annual performance evaluation. Employees not covered by the sick leave provision will not be paid for absence on days school is closed due to weather conditions.
3. Where a unit member is affected by a state of emergency declaration that bans all travel except for emergency vehicles where the employee lives or in the District, the unit member will be permitted to be absent from work without loss of pay or loss of leave allowance.
4. Unit members may be assigned to a different location at their job level. Reporting members will work their regular hours with shift differential applied for hours worked after 3:00 p.m.
5. When weather conditions require the closing of school for students, the following chart will be used to determine which job titles should automatically report to work and which job titles should not report unless asked to by a supervisor.

Title	Report to work status
Cleaner	Does not report unless asked to
Custodial Assistant	Does not report unless asked to
Custodian	Does not report unless asked to
Head Custodian	Should report unless asked not to
Driver/Messenger	Does not report unless asked to
Mechanic I	Should report unless asked not to
Mechanic II	Should report unless asked not to
Grounds Equipment Operator	Should report unless asked not to

All unit members who do not report to work will receive full pay and no loss of leave allowance for that time.

Further, when a unit member is contacted by the Director of Facilities and told to go home early due to weather conditions, the member will receive full pay and no loss of leave allowance for that time.

According to the chart above, those that do report or remain at work will receive double their hourly rate of pay for hours actually worked and their regular hourly rate for any hours not worked during their regular eight (8) hour workday.

6. This section does not apply to snowplowing work outside of the regular workday. However, snowplow operators are not required to report to work when they are affected by a state of emergency declaration that bans all travel except for emergency vehicles where the employee lives or in the District.

B. Emergency Closings:

Emergency closings are declared by the Superintendent. When emergency conditions require the closing of school, unit members will report for work. Unit members may be assigned to a different location at their job level.

C. Saturday, Holiday and Call-In Pay:

1. When an employee is scheduled to work other than regular hours the rate of pay will be:
 - a. Time and one-half the unit member's regular rate for Saturday;
 - b. Double time for Sunday; and
 - c. Double time for holidays, with a minimum of four hours of work guaranteed.
2. Unit members called back to work after completing their regular shift, but more than two hours before their next regular shift, shall be paid a minimum of two hours at double time.
3. Unit members required to work on a holiday are entitled to double time for the hours worked plus regular time for the paid holiday.
4. Unit members who are designated as standby/on-call by the District, but it is not their scheduled week as such designee will be considered Saturday, Holiday and Call-In Pay eligible and have #1 through #3 above applied to them when working other than their regular hours.

D. Lead Cleaner:

The District may annually designate unit members as lead cleaners to perform such duties as securing and locking up, seeing that cleaning assignments are completed, communicating with head custodian at beginning and end of shifts, making sure that necessary supplies are available, being available as necessary to users of buildings in the evenings and to call the custodian when necessary. A unit member designated as lead cleaner will be paid \$.80 per hour differential for hours actually worked.

E. 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.

F. Credit for Unused Sick Days at Retirement:

An eligible bargaining unit member who is retiring, after 10 years or more of service within 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

Unused Sick Days	Payment/Day
1-50	\$35/day
51-100	\$40/day

101-150	\$50/day
151-200	\$60/day

Normally, the retiring bargaining unit member must file a notice of intent to retire from the District six months in advance of the anticipated date of retirement. Only in unusual and generally unforeseen circumstances, such as sudden illness, change in family status, the unit member may file the notice of intent in less than the required six months. Payments will be made in the form of a non-discretionary contribution to the unit member's Section 403(b) account.

G. Vacations:

All 52-week bargaining unit members will accrue paid vacation based on years of continuous service to be granted on July 1 of each year as follows:

<u>Completed Years of Service</u>	<u>Paid Vacation Amount</u>
Initial Year of Employment	Prorated up to 10 days maximum
1 - 4 years	10 days per year
5 - 11 years	15 days per year
12 - 20 years	20 days per year
21 years	21 days per year
22 years	22 days per year
23 years	23 days per year
24 years	24 days per year
25+ years	25 day per year

1. Unit members hired prior to February 1 will be treated as having one (1) whole year toward service time for purposes of vacation accrual. Vacation time for unit members hired on or after July 1 will be prorated and rounded to the nearest half day based on the number of days worked.
2. Unit members may automatically carry over up to ten (10) unused vacation days from one year to the next. The Superintendent will consider requests to carry over additional unused time above ten (10) days from one year to the next because of unusual circumstances. All requests to carry over unused vacation days must be made no later than May 1st.
3. Pay for vacation days will be paid at the highest regular hourly rate of pay received during the preceding 52 weeks, excluding any overtime or special pays.
4. Unit members who resign or retire from the District will be paid for accrued vacation days.
5. When requesting vacation days, unit members shall submit the request five (5) days in advance whenever possible prior to the date for which the leave is being requested

H. 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.

I. Employee Pay and Pro-ration of Benefits:

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

1. Any unit member who works, on a regular basis, at least 30 hours per week is eligible to participate in all benefits without any pro-ration.
2. Any unit member who works, on a regular basis, at least 20 hours but less than 30 hours per week is eligible to participate in all benefits except for vacations and holidays, with health insurance and sick leave pro-rated at 50%.
3. Employees who work less than 38 weeks per year or less than 20 hours per week are not eligible for benefits.

J. Work Year:

Certain school years have more than 260 days of work. Wages will be calculated based on the actual number of workdays that occur each year. Therefore, the President of the Buildings and Grounds 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 workdays for the upcoming work year, beginning July 1 of each year, as it applies to full-time unit members. The agreed to number of workdays by the President of B & G 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.

**ARTICLE VII
EVALUATION AND JOB SECURITY**

A. Evaluation/Personnel Files:

1. The work performance of all unit members shall be evaluated annually. Newly hired employees will be evaluated at two months and six months after the month of hire.
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 a copy 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 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. Seniority:

1. *Definition:* Seniority is defined as the length of an employee's continuous service from the date of regular employment within the bargaining unit.
2. *Filling Vacancies:*
 - a. All position openings shall be posted for five (5) days prior to the time that the District takes action to fill the position.

- b. Unit members who apply will be given first consideration before the application of non-unit members is considered.
 - c. If two or more unit members apply for the same vacancy, the District will consider qualifications and seniority of unit members in selecting an individual for a vacancy.
 - 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.
- C. Discharge:**
As outlined in Civil Service Law, including but not limited to Section 75 rights where applicable. Unit members who are terminated, and who are not otherwise entitled to Section 75 rights, are entitled to appeal to the Superintendent and have the termination reviewed by him/her.

**ARTICLE VIII
LEAVES OF ABSENCE**

A. Paid Leaves of Absence

- 1. *Sick Leave*: The employer will grant all eligible bargaining unit members, hired prior to July 1, 2008, 20 days sick leave each year, cumulative until a maximum of 250 days is reached. For new employees hired on or after July 1, 2008, the employer will grant all eligible bargaining unit members 15 days of sick leave each year, cumulative until a maximum of 250 days is reached. For bargaining unit members hired after July 1st, sick leave days will be granted on a pro-rated basis determined by the number of days worked as a percentage of the fiscal year. A physician's verification of illness may be required by the Superintendent if the Superintendent has reason to believe the sick leave provision is being abused. A physician's verification of illness will be required by the Superintendent if the absence extends a vacation or holiday. After an employee has accumulated 250 sick days the District will buy back up to 20 days yearly at \$35.00 per day. Such payment would be included in the first salary check of August.
- 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.

If a unit member needs more than two (2) personal days in a year, they will be allowed to use up to three (3) additional days from their sick leave accrual to be transferred over as needed. A unit member who makes this choice will not have these days referenced in their annual performance evaluation.

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 purpose of bereavement upon each death of a member of the employee's family and close relatives, and spouse's family and close relatives. For purpose of this section, four (4) days shall mean four (4) workdays. 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 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). 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 bargaining 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 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.

B. 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 or adoption of the bargaining unit member's child. The maximum period of such leave will be determined after consultation with the bargaining unit member, the attending physician (for childbirth), the Director of Facilities, and the Superintendent. Among the factors considered are the recommendation of the bargaining unit member's physician (for childbirth), 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:* Leave of absence without pay may be granted up to one year for personal reasons at the sole discretion of the Board, in accordance with Monroe County Civil Service law.
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.

**ARTICLE IX
HEALTH INSURANCE**

A. Active Employee Health Insurance:

1. Effective December 31, 2015, the RASHP 2 Classic Blue and Extended Plans will no longer be available to unit members.
2. Unit members will contribute 15% of the annual premiums for the RASHP 2 Value Plan and the District will contribute 85%.
3. *Premiums for other than Value Plan:*
 - a. If a unit member chooses to enroll in a District plan that has a higher monthly premium than the Value Plan (currently, Select Plan), the unit member may “buy up” to the higher cost plan. The District contribution for the higher cost plan shall not exceed the dollar amount of its contribution for a Value Plan.
 - b. 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 ½ 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.

4. *Health Reimbursement Arrangement and Health Savings Account:*

For eligible unit members, the District will credit/contribute the following amounts to the unit member’s HRA/HSA in two (2) equal payments, July 1 and January 1 of each year:

School Year	Amount
2021-2022	\$1200
2022-2023	\$1,200
2023-2024	\$1,200

Unit members who deplete their HRA/HSA before January 1st, may request an acceleration of payments to the annual limit (\$1200) each year.

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 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.

5. *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 accounts for unit members who have an HSA.

B. Retiree Health Insurance:

1. Unit members who retire on or after January 12, 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 before January 12, 2016, 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 I, 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 employees hired on or after January 12, 2016, the District will contribute the following percentage toward the cost of retiree health insurance coverage (single coverage) in the Value Plan for unit members who retire from the District under the New York State Employees Retirement System, subject to Article VI, Section I, Employee Pay and Pro-Ration of Benefits:

15 years of District service	50% of premium cost
20 years of District service	70% of premium cost
25 years of District service	same % as active employee at time of retirement

Employees hired on or after January 12, 2016 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., retiree plus spouse), but they are solely responsible for the difference in expense.

4. Unit member who retire after January 12, 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 rate 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.

**ARTICLE X
OTHER INSURANCE**

A. Life Insurance

The District will provide a \$50,000 life insurance policy for all eligible unit members. This benefit will be over and above any such coverage provided for in the 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 an employee an amount equal to the difference between the workers' compensation awarded and the employees' 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**

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 XIII
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 XIV
ASSOCIATION RIGHTS**

A. Facility 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:

1. The Association President or his/her designee will be released to attend unit leader meetings called by the Superintendent during the school year.
2. The Association President or his/her designee will be granted the equivalent of two (2) days of release time to attend to Association business, provided that (a) reasonable advance notice is provided to the Director of Facilities; and (b) the unit reimburses the cost of a substitute if the District, in its sole discretion, determines that a substitute is required to cover the absence. Compensation will not be reduced through use of these days.

**ARTICLE XV
MISCELLANEOUS**

Unit members will not be assigned to student supervision duty without the prior knowledge of the Director of Facilities.

**ARTICLE XVI
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.

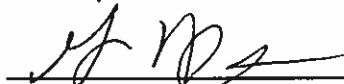
IN WITNESS WHEREOF, we hereunto set our signatures this 21st day of June 2022.

Dated: 6/24/22



Scott Wood, President
Honeoye Falls-Lima Buildings and Grounds Association

Dated: 6/24/22



Gene Mancuso, Superintendent of Schools
Honeoye Falls-Lima Central School District