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Union: **Barker Central School Support Staff**

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CONTRACT BETWEEN
THE
BARKER CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS
AND THE
BARKER CENTRAL SCHOOL
SUPPORT STAFF

RECEIVED

MAR 28 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2003 - June 30, 2008

ARTICLE I

RECOGNITION

1.1 Whereas, the Barker Central School District Board of Education, having determined that the BCS Support Staff is supported by a majority of the typists and teacher aides, hereby recognizes the BCS Support Staff as the sole and exclusive representative for the purpose of collective negotiations for all full-time, regular employees as follows:

Included: Typists
 Teacher Aides

Excluded: All Confidential Clerical Employees

1.2 The BCS Support Staff does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

1.3 This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.

1.4 Definitions

1.4.1 "District" means the Barker Central School District and is intended to refer to it as an employing entity. It applies to all persons (e.g., the Superintendent/Chief Executive Officer, Administrators, Supervisors) properly authorized to act on behalf of the Barker Central School District.

1.4.2 "Association" means the BCS Support Staff.

1.4.3 "Employee" means a person incumbent in a position included in the unit described in Section 1.1 of this article.

1.4.4 "Agreement" means this Agreement, all Appendices referred to in this Agreement, and all amendments in this Agreement.

ARTICLE II

BOARD RIGHTS

- 2.1 The District reserves and retains solely and exclusively all of its apparent rights to manage the District as such rights existed prior to the execution date of this Agreement, except to the extent that they are modified by express provisions of this Agreement or are contrary to law. The sole and exclusive rights of the District include, but are not limited to:
- a. its right to establish, continue, change or abolish any or all of the District's policies, practices, rules, regulations and procedures as they determine the number, location, hours and types of its operations;
 - b. to establish or discontinue programs or work as shall be performed by employees covered by this Agreement;
 - c. to determine to what extent the required work shall be performed by employees covered by this Agreement;
 - d. to determine the number, classification and duties of employees;
 - e. to determine the necessity for filling a vacancy;
 - f. to determine the methods, processes, equipment and materials to be used in District operations;
 - g. to judge the efficiency and competency of employees;
 - h. to establish and maintain a job evaluation program;
 - i. establish and change work assignments;
 - j. to select, hire, direct, transfer and promote employees;
 - k. to lay off employees because of the lack of work or for budgetary reasons;
 - l. to establish, change and enforce rules for the conduct of employees;
 - m. discipline and discharge employees.

- 2.2 Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to act on his behalf. Anything which this Agreement requires or permits the administration or supervisor to do, may be done by a person designated by the administration or supervisor to act on its or his behalf.

ARTICLE III

EMPLOYEE CONDUCT

- 3.1 All employees are expected, at all times, to conduct themselves in a courteous, friendly, and businesslike manner, remembering that they are representing Barker Central School.
- 3.2 Employee misconduct shall be reason for administrative reprimand. Gross misconduct by an employee shall be just cause for suspension without pay and/or dismissal.

ARTICLE IV

WORK YEAR AND WORK HOURS

- 4.1 The period of employment shall be July 1 through June 30 for twelve (12) month employees and September 1 through June 30 for ten (10) month typists. Up to ten (10) workdays of a ten (10) month typist's schedule may be reassigned during the months of July and August at the discretion of the principal in lieu of up to ten (10) work days between September 1 through June 30.
- 4.2 The annual work hours for twelve (12) month typists will be 2,005. The annual work hours for ten (10) month typists will be 1,716.
- 4.3 The workday from July 1 through August 31 and during Winter and Spring student breaks shall be six and one-half (6 ½) hours, inclusive of a thirty (30) minute paid lunch period.
- 4.4.1 The workday for all typists will be eight (8) hours inclusive of a thirty (30) minute, paid lunch period.
- 4.4.2 The work day and year for all teacher aides may vary annually with the assignment. Teacher aides shall be provided with a thirty (30) minute, paid lunch period.

4.5 Two (2) ten (10) minute periods, or one (1) twenty (20) minute period will be scheduled by the immediate supervisor for a coffee break(s).

4.6 Snow/Emergency Day Reporting

Association members shall be requested to report on snow/emergency days only when teachers are requested to report.

4.7 Jury Duty

A regular full-time employee who is required to serve on a jury during the hours when he would normally be scheduled to work will be paid for such service at his regular rate of pay, provided that he:

- a. reports promptly for regularly scheduled hours of work during which he is not required to be on jury duty;
- b. surrenders to the District his jury pay (not including meal or mileage allowances); alternatively, an employee may, at his choice, forgo pay by the District and retain his jury duty pay;
- c. furnishes to the District satisfactory evidence from the court of the jury duty performed; and
- d. cooperates with the District in obtaining an excuse from jury duty when the District so requests.

4.8 Witness Duty

A bargaining unit member, who is subpoenaed to serve as a witness in a proceeding to which neither he nor the Association nor affiliates of the Association is a party, during the hours when he would normally be scheduled to work, will be paid for such hours at his regular rate of pay, provided that he:

- a. reports promptly for regularly scheduled hours of work during which he is not required to be a witness;
- b. surrenders to the District his witness fees and pay (not including meal or mileage allowance); alternatively, an employee may, at his option, forgo pay by the District and retain his witness fees and pay;

- c. shows the District the subpoena; and
- d. is not a witness against the District.

ARTICLE V

VACANCY NOTICES

- 5.1 All permanent full-time teacher aide and clerical vacancies shall be posted in the faculty rooms of both buildings as soon as practicable after the Superintendent knows of the vacancy or after the Board has taken action authorizing the vacancy. A copy of said notice shall also be forwarded to the chairperson of the Association.

ARTICLE VI

PHYSICAL EXAMINATIONS

- 6.1 At any time the Board may require a partial or complete physical or psychological examination by a doctor, psychologist or psychiatrist of its choice. Examinations required by the Board will be paid for by the Board.
- 6.2 The Superintendent may require an employee to submit to a drug test upon reasonable information or belief that the employee has engaged in the use of alcohol and/or drugs in a manner affecting the discharge of the employee's duties. Testing shall be used to determine current usage and/or impairment of the employee. The protocol for such drug testing shall be developed by the District and disseminated to each member and the union prior to its implementation. Such protocol shall include provisions for:
 - Maintaining the privacy of the affected employee
 - Ensuring confidentiality of the results of testing
 - Compensation for all time spent by the employee attendant to the test
 - Secondary test of the sample in the event of a positive result
 - Ensuring the chain of custody of samples provided by the employee
 - Ensuring that all tests are performed by qualified experts

ARTICLE VII

PAID HOLIDAYS

7.1 Twelve (12) month employees shall be granted the following holidays with full pay:

- a. New Year's Day
- b. Day Before or After New Year's Day
- c. Martin Luther King Day
- d. Patriot's Day
- e. Good Friday
- f. Memorial Day
- g. Fourth of July
- h. Labor Day
- i. Columbus Day
- j. Veterans' Day
- k. Thanksgiving Day
- l. The day following Thanksgiving
- m. Day Before or After Christmas Day
- n. Christmas Day
- o. Five (5) days selected during Christmas or Easter student vacation periods or as half-days on Fridays during the month of July. The schedule of days shall be at the Superintendent's discretion.

7.2 Ten (10) month typists shall be granted the following holidays with full pay:

- a. New Year's Day
- b. Day Before or After New Year's Day
- c. Martin Luther King Day
- d. Patriot's Day
- e. Good Friday
- f. Memorial Day
- g. Labor Day
- h. Columbus Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. The day following Thanksgiving
- l. Day Before or After Christmas Day
- m. Christmas Day

7.3 Teacher aides are entitled to the following paid holidays:

- a. Martin Luther King, Jr. Day
- b. Good Friday
- c. Memorial Day
- d. Columbus Day
- e. Veterans' Day

- 7.4 When a named holiday occurs on a Saturday or Sunday, the benefit time shall be granted on a date to be determined by the Superintendent in consultation with the union.

ARTICLE VIII

LEAVES OF ABSENCE

- 8.1 Leaves of absence will be provided within the constraints of the provisions specified below in subsections 8.2 through 8.5.3. A minimum of twenty-four (24) hours notice is required except in the case of personal or family illness where notice should be filed as soon as possible. All notice of requests for leaves of absence shall be filed with the employee's immediate supervisor. Failure to give said notice shall result in a day's salary deduction.

- 8.1.1 For a maximum (total) of four (4) occurrences per fiscal year, sick leave, family sick leave or personal business days may be taken in quarter-day (.25) increments.

8.2 Personal Sick Leave

- 8.2.1 Twelve (12) Month Positions - Fifteen (15) days of sick leave will be credited on July 1 of each year. Unused personal sick leave shall be accumulated to a maximum of two hundred seventy (270) days.

- 8.2.2 Ten (10) Month Positions - Twelve (12) days of sick leave will be credited on July 1 of each year. Unused personal sick leave shall be accumulated to a maximum of two hundred seventy (270) days.

- 8.2.3 Teacher Aides - All full-time (more than 17.5 hours per week) teacher aides will be credited with ten (10) days of sick leave per year. The accumulated maximum shall be two hundred seventy (270) days.

8.3 Family Sick Leave

Twelve (12) Month Positions, Ten (10) Month Positions and Teacher Aides - Up to five (5) days of sick leave are allowed each year in the event a member of the immediate family (spouse, parents, children or any permanent resident of the employees' household) is seriously ill. Such illness is of a magnitude requiring a medical doctor's attention and care. Family illness will be deducted from accumulated sick leave.

8.4 Personal Business Days

8.4.1 Twelve (12) Month Typists and Ten (10) Month Typists
Up to three (3) days are allowed each year for the purpose of conducting personal business transactions that are impossible to transact outside the normal workday. Unused personal business days shall be credited to accumulated sick leave on each July 1.

8.4.2 Teacher Aides - Three (3) days are allowed each year for the purpose of conducting personal business transactions which are impossible to transact outside of the normal workday. Unused personal business days shall be credited to accumulated sick leave.

8.5 Workers' Compensation

If a regular full-time employee is absent from work because of an illness or injury which is compensable under the Workers' Compensation Law, he shall be allowed paid sick leave during such absence to the extent that he has accumulated sick leave available. When he receives a Workers' Compensation award for such illness or injury, the portion of the award granted covering the time of his absence from work while he was on paid sick leave shall be surrendered to the District. Upon receipt of that portion of the award, the employee's sick leave accumulation shall be recredited with sick leave days in proportion to the ratio between his pay and the amount of the award for the time in question.

8.6 Bereavement Leave

8.6.1 Twelve (12) Month Positions, Ten (10) Month Typists and Teacher Aides - Up to six (6) days of bereavement leave are allowed each year in the event of a death in the immediate family. Immediate family is defined as: wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and persons residing full-time in the household.

8.6.2 Up to two (2) days of leave are allowed each year for attendance at funerals of persons other than the immediate family. The granting of said days shall be at the discretion of the immediate supervisor.

8.6.3 Bereavement leave will be deducted from sick leave.

8.7 Child-Bearing, Maternity, and Child-Rearing Leave

8.7.1 An employee who is pregnant shall give written notice thereof to the Superintendent as soon as practical but normally no later than the fourth month of pregnancy. The employee will also submit the following:

- a. The estimated date the employee will begin child-bearing leave;
- b. The expected date of delivery;
- c. The employee's intention in regard to a request for a child-rearing leave;
- d. A statement from the employee's physician confirming the pregnancy and the expected date of delivery.

8.7.1.1 Child-Bearing Leave - an unpaid leave of absence which may be granted to an employee at any time between the date she first notifies the Superintendent that she is pregnant and the date she is no longer physically able to work as determined by her physician. No salary benefits or fringe benefits may accrue or be utilized by an employee on a child-bearing leave.

8.7.1.2 An employee desiring a child-bearing leave must file a written request with the Superintendent for permission thirty (30) days prior to the date that such leave is requested to begin. Each request must have attached a physician's certificate determining expected date that the employee is no longer physically able to work.

8.7.2 Maternity Leave - the period of time of the employee's pregnancy related disability. Such leave will begin on the date the employee is no longer physically able to work, as determined by her physician, and will end on the date the employee's physician determines that said employee is physically able to return to work.

8.7.2.1 The period of time the employee is absent on maternity leave will be treated the same as the period of time an employee is absent for any other physical disability.

8.7.3 Child-Rearing Leave - an unpaid leave of absence which may be granted to an employee following maternity leave. Such leave will begin at the time the employee's physician determines that said employee is physically able to return to work. No salary benefits or fringe

benefits may accrue or be utilized by an employee on a child-rearing leave.

8.7.3.1 An employee desiring a child-rearing leave must file a written request with the Superintendent for permission stating the expected date of return to employment.

8.7.4 If an employee is granted a child-bearing, maternity or child-rearing leave, or any combination of the above, the employee shall be entitled to return to the employee's former position or an equivalent position in terms of job classification and pay.

8.7.5 A total leave of absence period shall not exceed a twelve (12) month period.

8.8 Leave to Care For An Adopted Child

8.8.1 A leave of absence without pay may be granted to employees to care for an adopted child under five (5) years of age.

8.8.2 This leave may be granted for up to one (1) year.

8.8.3 Employees considering adopting a child and who desire eligibility for adoption leave must notify the Superintendent of Schools in writing of the intent to adopt a child as early as possible, but in no case less than one (1) month prior to the adoption date.

8.8.4 Request for adoption leave shall be made in writing to the Superintendent of Schools as early as possible, but in no case less than two (2) weeks prior to the date it is to begin.

Request for adoption leave must include the anticipated date of adoption, the name and address of the adoption agency and the requested length of the leave. Said request shall include agency documentation.

8.8.5 The period of time the employee is absent on adoption leave will be treated the same as the period of time an employee is absent for child-rearing leave. No salary benefits or fringe benefits may accrue or be utilized by an employee on an adoption leave.

8.8.6 Acceptance of employment, without prior written approval of the Superintendent of Schools, during this type of leave shall be considered abandonment of position and will have the effect of a resignation.

ARTICLE IX

PAID VACATIONS

- 9.1 Annual vacation provisions shall be allowed twelve (12) month employees as follows:
- 9.1.1 Ten (10) working days after one (1) year of service on a twelve (12) month, full-time basis.
- 9.1.2 Twelve (12) working days after seven (7) years of service on a twelve (12) month, full-time basis.
- 9.1.3 Fifteen (15) days after ten (10) years of service on a twelve (12) month, full-time basis.
- 9.1.4 Seventeen (17) days after fifteen (15) years of service on a twelve (12) month, full-time basis.
- 9.1.5 Twenty (20) days after twenty (20) years of service on a twelve (12) month, full-time basis.
- 9.2 Vacation schedules are to be arranged with the immediate supervisor. Vacation allotments are to be used each school year with no carry over into the next year.
- 9.3 Vacation entitlement will be prorated during the period after the anniversary of one (1) year of employment and prior to the subsequent July 1 at the rate of ten (10) days per twelve (12) months. Vacation years thereafter will coincide with the school year, commencing July 1 and ending June 30.
- 9.4 Ten (10) month employees and teacher aides do not have a paid vacation.

ARTICLE X

USE OF PERSONAL VEHICLE FOR DISTRICT BUSINESS

- 10.1 An employee directed by his supervisor to use his personal car for school business shall be compensated at the I.R.S. per mile rate. No employee shall be required to use his personal car if he chooses not to do so.

ARTICLE XI

BENEFITS

11.1 Health Insurance

11.1.1 Effective July 1, 2005, all full-time eligible employees may select either an available managed care health plan or another plan made available. However, the District's premium contribution on behalf of an eligible employee shall not exceed the amount that the District would contribute on behalf of a unit member enrolled in one of the managed care plans made available by the District with the second lowest premium cost.

Enrollment in the traditional indemnity health insurance plan shall be available only to a member of the unit electing to pay the difference between the premium cost for such coverage and the premium cost for coverage in one of the managed care plans made available by the District with the second lowest premium cost. The traditional indemnity health insurance plan will include a \$200 deductible for individual coverage and a \$400 deductible for two-person or family coverage. The plan will also include an 80/20 co-insurance plan with annual limits (amounts to be paid by the employee), exclusive of (over and above) the deductibles, of \$1,000 (single-person coverage) and \$2,000 (two-person or family coverage). The three-tiered prescription co-pay for enrollees in the traditional indemnity health insurance plan will be \$10 generic, \$20 preferred list, and \$30 for others.

The District shall make available to eligible employees a managed care plan referred to as a Traditional Blue Point of Service plan. The prescription co-payment shall be \$5 per in-network prescription and \$10 per out-of-network prescription. The District shall be authorized to implement a three-tiered managed care prescription card (\$5 per generic prescription, \$10 per brand name prescription, and \$20 per out-of-network prescription) when such three-tiered prescription card becomes available.

Every effort will be made to have a PPO in place by July 1, 2005. The prescription co-payment shall be \$7/\$15/\$35. Employees will have thirty (30) days to convert to a PPO once the plan is put into place by the Orleans/Niagara Health Consortium or another outside group. At that time, those employees wishing to stay with the Traditional Blue Indemnity Plan will be required

to remit to the District, through payroll deductions, the incremental difference between the premium cost of such coverage and the PPO Plan rate.

Open enrollment periods shall be established by the District. An employee shall remit any required premium contribution(s) through payroll deductions. Each employee shall select either the POS plan or the PPO plan during the first open enrollment period after ratification of this agreement. Each employee shall have one opportunity during his/her participation in the District health insurance plan, as either an active or retired employee, to opt into or out of the PPO plan. All new employees are required to enroll in the POS plan.

Proof shall be supplied by the employee to the Business Office, as a condition of enrollment (and continuation of coverage) that "double" coverage does not exist.

The District reserves the right to change carriers. Plan administrators, plans and coverage benefits which are comparable to the existing coverage if a majority vote of the BCS Support Staff membership is in agreement.

11.1.2 Payment in Lieu of Health Insurance

- a. The intent of this section is to eliminate payment for dual coverage.
- b. Actual dollar amounts will be stipulated according to the following schedule:

7/05-6/08	In-Lieu Of Health Insurance Payment	Spouse
Single	490.00	1000
2-Party	1,005.00	
Family	1,520.00	

- c. The District-employed spouse who is a member of this bargaining unit is entitled to the in lieu of payment for a single plan or \$1,000, whichever is higher, providing the other spouse is covered by a District-provided family or two-person health insurance plan.
- d. The member understands that surrendering the health insurance is optional, and in order to be eligible the member must show proof of other health insurance coverage. The member may re-enroll in the District health plan, but only during the open enrollment period at the end of

the school year or due to a "legal status change" as defined by Section 125 of the IRS Code. New employees will be entitled to payment in lieu of insurance on a pro rata basis for the initial one-half year of employment.

- e. If, due to legal change in status as defined by Section 125 of the IRS Code, the member needs to return to health insurance under the District's plan; the member is allowed to do so. The member must complete a full half-year without the District's health insurance coverage to receive the payment in lieu of insurance on the half-year cycle. New Employees will be entitled to payment in lieu of insurance on a pro rata basis for the initial one-half year employment.
- f. The member will receive this payment, fifty percent (50%) payable in the first check in January and fifty percent (50%) payable the last check in June.
- g. If there is any change in a tax law or the interpretation of such law, which alters the taxable status of the health insurance provided through this section, the parties shall meet and negotiate any changes necessary to preserve the non-taxable status of the health insurance benefit.
- h. The District will contribute \$100 per year, beginning in 2005-06 and ending in 2007-08 to a Section 125 plan for any unit member participating in the District's POS health care plan, or receiving the in lieu of payment as noted in 11.1.2.(b).

11.2 Retirement Benefit

- 11.2.1 Twelve (12) Month Positions and Ten (10) Month Typists - Twelve (12) month and ten (10) month typists who retire under the New York State Employees' Retirement System, and who are at least fifty-five (55) years of age who have ten (10) years of service or more with the Barker Central School District, and who retire from Barker Central School, shall be eligible to convert unused sick leave toward the payment of premium for a single contract under the District's health insurance program at the rate of twelve (12) days for each year of retiree health insurance up to a maximum of ten (10) years of insurance coverage. The District's cost for the annual premium of a single contract on the date of the retirement shall be the maximum District share of the premium. The retired

Association member shall be responsible for payment of insurance premiums over the District's cost.

11.2.2 Teacher Aides - Teacher aides who retire under the New York State Employees' Retirement System, and who are at least fifty-five (55) years of age, and who retire from Barker Central School, shall be eligible to convert unused sick leave toward the payment of premium for a single contract under the District's health insurance program at the rate of twelve (12) days per one (1) year of premium up to a maximum of ten (10) years of insurance coverage. The District's cost for the annual premium of a single contract on the date of retirement shall be the maximum District share of the premium. The retired Association member shall be responsible for payment of insurance premiums over the District's cost.

11.2.3. A former employee who resigns for the purpose of retirement and who is not eligible for Medicare shall be allowed to continue in the District's group health insurance plan upon expiration of, or ineligibility for, benefits set forth in Section 11.2.1 or 11.2.2 above. The retiree shall be responsible for insurance premium payments in an amount equal to the regular applicable premium cost plus an administrative charge of two percent (2%) of the applicable regular premium cost. To commence such coverage at the retiree's own expense, he or she shall be required to remit two months' premium costs by no later than the first day of the first calendar month of such coverage. For the third month coverage and thereafter, the monthly premium payment shall be due and payable, by the retiree, by no later than the first day of the preceding month. Coverage shall be subject to cancellation if a payment deadline is not met. Eligibility for such coverage shall cease upon a retiree's eligibility for Medicare. Upon the withdrawal of the retiree from the plan or upon his/her death, any premium paid for a succeeding month's coverage will be returned to the retiree or his/her estate.

11.3 Retirement

Membership in Tiers I, II, III or IV of the New York State Employees' Retirement System is required by law of persons appointed after July 27, 1976 to full-time positions. NYSERS defines full-time positions as: twelve (12) months, at least thirty (30) hours per week, compensated at a rate not less than 2000 times the state's minimum hourly wage and where employment is expected to last at least one (1) year. The District

will pay its share of retirement benefits in accord with the tier placement of the employee.

ARTICLE XII

SALARY SCHEDULES

Twelve (12) Month Position Schedule

12.1.1 Clerical Salary Schedule

Step	2003-04	2004-05	2005-06	2006-07	2007-08
1	\$23,094	\$23,810	\$24,548	\$25,285	\$26,043
2	\$23,651	\$24,384	\$25,140	\$25,894	\$26,671
3	\$24,208	\$24,958	\$25,732	\$26,504	\$27,299
4	\$24,765	\$25,532	\$26,324	\$27,114	\$27,927
5	\$25,321	\$26,106	\$26,916	\$27,723	\$28,555
6	\$25,878	\$26,680	\$27,507	\$28,333	\$29,183
7	\$26,435	\$27,254	\$28,099	\$28,942	\$29,810
8	\$26,992	\$27,828	\$28,691	\$29,552	\$30,438
9	\$27,548	\$28,402	\$29,283	\$30,161	\$31,066
10	\$28,105	\$28,976	\$29,875	\$30,771	\$31,694
11	\$28,662	\$29,550	\$30,466	\$31,380	\$32,322
12	\$29,219	\$30,124	\$31,058	\$31,990	\$32,950
13	\$29,775	\$30,698	\$31,650	\$32,599	\$33,577
14	\$30,332	\$31,272	\$32,242	\$33,209	\$34,205
15	\$30,889	\$31,846	\$32,834	\$33,819	\$34,833

12.1.2 Effective July 1, 2000, one typist in each of the following administrative offices, to be designated by the administrator: Elementary, Middle School, High School, *Guidance, *Special Education and Curriculum, shall receive a premium as follows:

Entry Level	\$ 600
After 1 year	\$ 800
" 2 years	\$1,000
" 3 years	\$1,200
" 10 years	\$1,600

It is understood that those positions new to this section (indicated by an asterisk) will begin receiving the premium at the entry level.

(*Added July 1, 2000)

12.1.3. The salary of any ten-month clerical staff member(s) shall be pro-rated to 10/12 of the applicable salary as set forth in Sections 12.1.1 and 12.1.2.

Teacher Aide Salary Schedule

12.2 Teacher Aide Schedule

<u>Step</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	\$8.66	\$8.93	\$9.21	\$9.48	\$9.77
2	\$8.82	\$9.09	\$9.37	\$9.65	\$9.94
3	\$8.97	\$9.25	\$9.53	\$9.82	\$10.12
4	\$9.12	\$9.41	\$9.70	\$9.99	\$10.29
5	\$9.33	\$9.62	\$9.92	\$10.22	\$10.52
6	\$9.54	\$9.83	\$10.14	\$10.44	\$10.75
7	\$9.79	\$10.10	\$10.41	\$10.72	\$11.05
8	\$10.05	\$10.36	\$10.69	\$11.01	\$11.34
9	\$10.31	\$10.63	\$10.96	\$11.29	\$11.63
10	\$10.62	\$10.95	\$11.29	\$11.63	\$11.98
11	\$10.93	\$11.27	\$11.62	\$11.97	\$12.32
12	\$11.24	\$11.59	\$11.95	\$12.30	\$12.67
13	\$11.55	\$11.91	\$12.27	\$12.64	\$13.02
14	\$11.86	\$12.22	\$12.60	\$12.98	\$13.37
15	\$12.17	\$12.54	\$12.93	\$13.32	\$13.72

12.3.1 Teacher aide wages shall be paid in equal paychecks, except for pay periods one (1) and twenty-one (21), but in no case shall payment be made in advance of services rendered.

12.4 Teacher Aide Special Skills Category

After one (1) year of service and Board approval, if a teacher aide passes a Civil Service test for a special job desired by the District or develops a special skill which benefits the District, such as teaching or reading a foreign language, or has completed eighteen (18) hours of college credit approved by the Superintendent, a twenty-five cent (\$.25) per hour premium shall be applied to said employee's salary. This twenty-five cent (\$.25) per hour premium may only be applied once per employee.

12.5 Overtime Work

Overtime shall be used as necessary with prior approval of the supervisor, but every effort shall be made to keep the use of overtime to a minimum.

Hours calculated for overtime work will include hours ordinarily paid for sick, holiday and vacation days.

12.6 Recognition of Professional Standards Program Certificates

Secretarial, clerical and eligible teacher aide personnel will be recognized for achievement in the Professional Standards Program as an annual entitlement to be added to the base salary. The annual entitlement is not accumulative for each level achieved nor is it subject to percentage increases given to the base salary.

<u>Certificate</u>	<u>Annual Entitlement</u>
Basic	\$100
Advanced I	\$200
Advanced III	\$300
C.E.O.E.	\$500

ARTICLE XIII

- 13.1 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 appropriate legislative body has been given approval.
- 13.2 This Contract incorporates the entire understanding of both parties on all issues which have been discussed during these negotiations. Therefore, both parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this contract, unless expressly and mutually agreed to otherwise.

ARTICLE XIV

SAVINGS CLAUSE

- 14.1 If at any time during the life of this Agreement, any term or provision of this Agreement is in conflict with any federal or state law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect through negotiations designated solely for this purpose. If any term or provision of this Agreement is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair another term or provision in this Agreement.

ARTICLE XV

GRIEVANCE PROCEDURE

- 15.1 A grievant is an employee or a group of employees who submit(s) a grievance.
- 15.2 A grievance is a claim by an employee or a group of employees that there has been a violation, misrepresentation or inequitable application of any provision of this Agreement.
- 15.3 The aggrieved party shall be present at all stages of the grievance procedure. The aggrieved party may be accompanied by a representative(s) of his/her own choice.
- 15.4 An employee shall continue to perform his/her duties even though she/he may feel him/herself aggrieved, except when it is determined jointly by representatives of the Association and the District that the continuance of those duties would affect the employee's health or safety adversely.
- 15.5 It is essential that the time limits set forth in this Article be followed by the parties and the employees. However, the parties may by mutual consent extend any such time limit provided that such extension must be evidenced by a written statement dated and signed by an authorized representative of each party. Consent to an extension shall not be withheld unreasonably by either party. If the grievant exceeds a time limit without having obtained an extension, the grievance is deemed barred and need not be further considered by the District. If the District does not give an answer on or before the last day of a time limit, the grievant may appeal as though the answer had been given on such last day.
- 15.6 It is the intent of this Grievance Procedure to provide for the orderly settlement of a grievance. The resolution of a grievance at the earliest possible step is encouraged.
- 15.7 Step 1 A grievance must be submitted in writing to the employee's immediate supervisor and the Association representative not later than the tenth (10th) working day after the day on which the act of the District which is the subject of the grievance occurred. The grievance shall state the date of the grievance; the name of the grievant; the article, section and clause allegedly violated; the action that caused the alleged violation

and any and all other pertinent facts specific to the violation.

Continuing Grievance If that act of the District is considered to be a "continuing act", any remedy granted pursuant to this grievance procedure shall not apply to any period of time prior to the twentieth (20th) consecutive working day preceding the submission of the grievance.

The supervisor has five (5) working days after the day on which the grievance was submitted to answer the grievance in writing. During that five (5) working day period, the supervisor, the grievant and the Association representative shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall meet with the supervisor if she/he so requests.

If the grievant is not satisfied with the answer, she/he has five (5) working days after the day on which his/her supervisor gave him/her the answer to appeal the grievance, in writing, to the District Superintendent.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the supervisor's answer.

Step 2 Not later than the fifth (5th) working day after the day on which a grievance appeal is received by the Superintendent, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Association, the Superintendent and others who have the knowledge of the matter. The Superintendent must answer the grievance in writing and give a copy thereof to the grievant and the Association representative, not later than the tenth (10th) working day after the day on which the Step 2 meeting was held.

If the grievant is not satisfied with the answer, she/he has five (5) working days after the day on which the Superintendent gave him/her the answer to appeal the grievance in writing to the Board of Education by delivering it to the Superintendent's office.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the answer of the Superintendent.

Step 3 Not later than the fifth (5th) working day following the first regularly scheduled meeting of the

Board of Education after the day on which a grievance appeal is received by the Board of Education, the parties must agree on a date for a Step 3 meeting among the grievant, a representative of the Association, the Board of Education, and others who have knowledge of the matter. The Board of Education must answer to the grievant and to the Association representative not later than the tenth (10th) working day after the day on which the Step 3 meeting was held.

The decision of the Board of Education will be final.

Article XVI

ACCESS TO FACILITIES

- 16.1 The BCS Support Staff shall be allowed to use school District facilities to conduct Association business at reasonable times outside the regular workday in accordance with District programs or operations.
- 16.2 The Association shall be allowed access to one bulletin board in each faculty room.
- 16.3 Upon written authorization of a unit member, on a form provided by the Association, the Superintendent shall deduct from the salary of the unit members such amount for membership dues as the unit member may specify, and shall transmit said sums to the Association on the pay date on which the deductions are made, except in an emergency. The deductions will be made in twenty (20) installments between September 1 and June 30, as determined by the District.
- a. The Association shall certify to the Superintendent in writing the current rate of membership dues. In the event the dues shall change, the Association shall give the Superintendent thirty (30) days' written notice prior to the effective date of such change.
 - b. No later than September 20 of each year, the Business Office will provide the Association with a list of those unit members who have voluntarily authorized the District to deduct dues and the Business Office will notify the Association monthly of any changes in said list.
 - c. Any unit member desiring the Superintendent to discontinue dues deductions must notify the Business Office, in writing, between September 1 and September 15 of that school year.

- d. The Board of Education will not be responsible for dues not collected due to conditions beyond its control.
- e. The Business Office shall honor those dues authorizations that are delivered to it ten (10) school days prior to the distribution of the payroll from which the deduction is to be made.
- f. The Association shall defend and indemnify the District and hold the District and its agents, representatives and employees harmless from and against any and all suits, claims, demands and liabilities of any kind that may arise out of, or by reason of, the deduction and transmission of monies as provided for in this section.

ARTICLE XVII

NYSUT BENEFIT TRUST

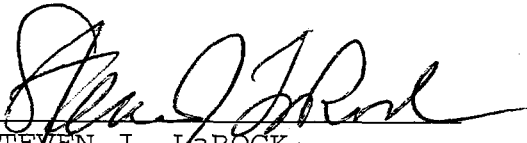
- 17.1 The Business Office shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Business Office for anyone within the Association. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the Business Office. The Business Office shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Association with a list of all employees from whose salaries such deductions have been made.
- a. The District shall honor NYSUT Benefit Trust deduction authorizations that are delivered to the Business Office ten (10) school days prior to the distribution of the payroll from which the deduction is to be made. The deductions will be made in twenty (20) installments between September 1 and June 30, as determined by the District.
 - b. The Association shall defend and indemnify the District and hold the District and its agents, representatives and employees harmless from and against any and all suits, claims, demands, and liabilities of any kind that may arise out of, or by reason of, the deduction and transmission of monies as provided for in this section.

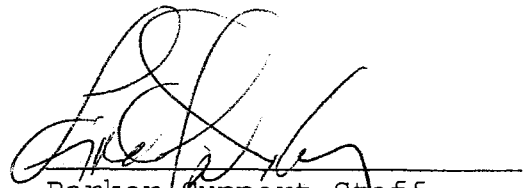
This Agreement is made and entered into this ____ day of January, 2005, by and between the Superintendent of Schools, upon authorization from the Board of Education, and the Barker Central School Support Staff. This Agreement shall become effective July 1, 2003 and shall remain in full force and effect through June 30, 2008.

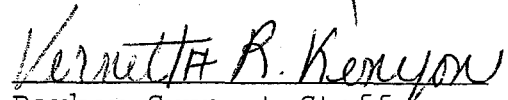
On or about February 1, 2008, the Parties to this agreement will meet to exchange proposals for a three-year successor to this contract.

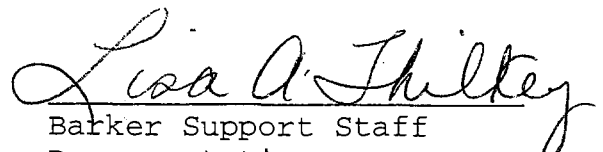
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

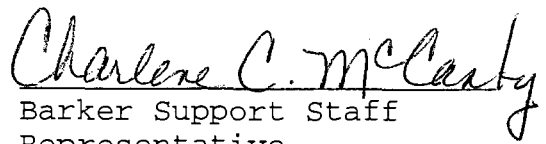
ATTEST:


STEVEN J. LaROCK
Superintendent of Schools


Barker Support Staff
Representative


Barker Support Staff
Representative


Barker Support Staff
Representative


Barker Support Staff
Representative