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AGREEMENT

between the

EDUCATIONAL SUPPORT PERSONNEL

and the

**SUPERINTENDENT OF SCHOOLS
of the
BRADFORD CENTRAL SCHOOL DISTRICT**

July 1, 2004 to June 30, 2007

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 06 2004

ADMINISTRATION

AGREEMENT

between the

EDUCATIONAL SUPPORT PERSONNEL

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***SUPERINTENDENT OF SCHOOLS
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July 1, 2004 to June 30, 2007

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Article 1. RECOGNITION

The Bradford Central School District (hereinafter District) recognizes the Bradford Educational Support Personnel (hereinafter Association) as the duly recognized bargaining agent for all cafeteria employees, custodians, cleaners, teacher aides, teaching assistants, nurses, typists and bus monitors. Excluded from this recognition are bus drivers, transportation supervisors, treasurer, cafeteria manager, head maintenance mechanic, secretary to the Superintendent, and other confidential personnel.

Article 2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2004 to June 30, 2007.

Article 3. NEGOTIATIONS PROCEDURE

A. If either party desires to negotiate, it shall give written notification to the other party of such effect. The other party will respond within two (2) weeks for the purpose of establishing a mutually acceptable meeting date for the first negotiations session. The parties will exchange proposed modifications at the first session. Therefore, no new proposals may be added by either party unless by mutual agreement.

B. Availability of Budgetary and Statistical Information

The Executive Officer and the Association will present relevant data, exchange points of view and make proposals. As soon as available, and upon written request, the copy of any public document requested and/or the individual items contained therein shall be provided to the Association. The Executive Officer will also make available to the Association all pertinent statistical records, data, and information upon written request. Either party may, if it so desires, utilize the services of an outside consultant and may call upon professional and lay representation to assist in the negotiations.

C. The date and time of negotiation meetings will be determined by mutual agreement at the conclusion of each session. If mutually agreeable, the parties may meet to conduct negotiations on weekdays.

D. The chief negotiators shall serve as spokesmen for their respective teams.

E. Communications with respect to negotiations shall be through the spokesmen.

F. An agenda for the forthcoming meeting will be determined at the close of each meeting. Any later changes or exceptions, which are necessary, will be made by agreement of the spokesmen.

G. Both parties affirm that their respective spokesmen have full authority to make proposals and counter proposals and to enter into tentative, written agreement.

- H. At each meeting, all items agreed upon at the meeting shall be written in the form acceptable to both parties and initialed by the spokesman for each team as a record of tentative agreement.
- I. Upon completion of the entire package, the parties will reduce the agreements to writing and sign a memorandum of understanding as to the agreed items. Said memorandum shall be attached to the tentative agreements. Any agreement so negotiated shall apply to all members of the bargaining unit, shall be reduced to writing and shall be signed by the Executive Officer and the Association President. Such tentative agreement shall not be considered as final and effective unless and until such time as it shall be ratified by the Association and the Board of Education.
- J. The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach an agreement pursuant to the provisions of the Taylor Law of the State of New York.
- K. All terms and conditions of employment, as set forth in this Agreement, should remain in full force and effect until a successor agreement is reached.

Article 4. SENIORITY

- A. Seniority defined. For purposes of this article seniority shall be defined as the length of continuous service with the District in the employee's job classification.
- B. Layoff/reduction in hours worked. If the District finds it necessary to reduce the work force, the following shall apply.
 - 1. The District will act to eliminate the position (s) or to reduce the hours worked in a specific job classification.
 - 2. Layoffs or reductions in hours worked within the job classification shall be determined on the basis of seniority with the least senior employee being the first affected.
- C. Written notification. In the case of a layoff or permanent reduction in workforce, the employee affected shall receive at least two (2) weeks written notification in advance of the action.
- D. Recall rights.
 - 1. An employee who is laid off shall be placed on a preferred eligibility list for recall rights for a period of four (4) years. Employees on the preferred eligibility list shall be offered vacant positions within their job classification as such vacancies occur in the reverse order of lay-off.
 - 2. If the district restores hours formerly reduced, the additional hours shall be restored to those employees who hours were cut on the basis of seniority.

Article 5. LEAVE POLICY

A. Sick Leave

Each twelve (12) month full-time employee will be entitled to twelve (12) days leave per year for personal illness. Unused personal illness days may accumulate to a total of one hundred and ninety (190) days.

Each ten (10) month employee and part-time employee will be entitled to ten (10) days leave per year for personal illness. Unused days may accumulate to a total of one hundred ninety (190) days.

Sick days will be earned at the rate of one (1) day per month. If an employee leaves the District having used more sick days than were earned, the days shall be prorated and the final paycheck will be adjusted accordingly.

Sick leave may be used for self, spouse, parent, child or when a serious illness of any person residing with the employee requires it.

Sick leave may be taken in one-half (1/2) day segments.

Any employee ill for five (5) or more days at one time may be requested to provide a doctor's certificate.

B. Sick Leave Bank

1. Purpose. The purpose of the sick leave bank is to permit the withdrawal there from by any employee covered by this agreement that has joined the bank and has or will have exhausted his unused sick leave.
2. Bank maximum. The maximum number of days in the bank will be eighty-six (86) days.
3. Contributions. Each employee upon entering the bank will contribute two (2) sick leave days. Members of the bank will continue to contribute one (1) sick leave day per year until the maximum of eighty-six (86) days are met. Contributions to the bank must be completed within thirty (30) school days from the first workday in (or during) the school year. The only exception being that when an employee is hired during the year and they wish to join the bank, then they will contribute a pro-rated number of days based on two (2) days. When the number of available days falls below fifty (50) days, participating employees will be required to contribute one (1) additional day at the beginning of each year, until it is replenished. Should additional days (other than those listed above), be requested by the Association to build the bank back to the maximum, then two (2) days may be given at the beginning of the school year by each member.
4. Administering the bank. The bank will be administered by a committee of two (2) employees and one (1) administrator. Employees will be appointed by the ESP chairperson. The administrator will be appointed by the Superintendent.

5. Eligibility. The only employees who are eligible to receive days from the bank are those who have joined by virtue of contributing days.
6. Rules for receiving days. The committee will observe the following rules with granting days from the bank.
 - a) The bank may only be used for personal illnesses covered by Article 5 that are at least five (5) consecutive school days in duration.
 - b) Request for withdrawal of days from the bank must be made in writing and include a statement from the employee's physician as to the need for sick days and the predicted, if known, length of absence. In an emergency situation, the committee may, at its discretion, waive the written request requirement.
 - c) The committee, at its option, may require a statement from a second physician verifying the need for sick leave days. The cost of obtaining this statement will be shared by the Association and the District.
 - d) No employee shall be eligible to receive more than thirty (30) days from the bank on the initial application. No employee shall be given an extension of a grant of days from the bank for a cause other than that of the absence for which the original days were given, without submitting a new application relating the cause of the absence.
 - e) There is no limit to the number of times an employee may apply to the committee.
 - f) Circumstances not covered by the above rules will be dealt with on an individual basis by the committee.
7. Repayment – An employee who has borrowed from the Bank and subsequently dies or takes a disability retirement or leaves the District, shall not be required to pay back borrowed days. Each employee who is granted days from the Bank shall pay back the days at a rate agreed upon by the employee and the committee. In no case shall the employee be required to pay back more than ½ of his/her current leave in any one year unless he/she so desires.

C. **Personal Leave**

Each twelve (12) month employee will be entitled to four (4) days of personal leave each year.

Each ten (10) month employee or part-time employee will be entitled to have three (3) days of personal leave each year.

A request for personal leave must be made in writing at least twenty-four (24) hours in advance.

One (1) day of personal leave may be used without restriction. The other two (2) days are to be used for business that cannot be conducted at any time other than the employee's workday. The two (2) restricted personal leave days are not to be used for job interviews, paid work elsewhere, or recreation.

Personal leave may be used in an emergency situation in which the employee has no control. Emergency personal leave may be granted at the discretion of the Superintendent. In an emergency situation, the twenty-four (24) hour notice will be waived.

Personal leave may be taken with pay either the workday immediately before or the workday immediately following a holiday during the non-instructional staff's work year provided the employee requests the use of the day(s) at least two (2) weeks in advance of such use. The employee must submit a reason for the use of the day(s). The granting of the day(s) requested is at the discretion of the Superintendent.

Any unused personal leave days will be added to an employee's accumulated sick leave.

D. **Bereavement leave**

1. Employees shall be entitled to five (5) consecutive working days bereavement for the immediately family. Immediate family shall be defined for the purpose of this paragraph as current spouse, children, parent, brother, sister, grandparents, grandchildren, and current in-laws (mother-in-law, father-in-law, sister-in-law, brother-in-law).
2. Employees shall have two (2) days for other relatives.
3. The above days are not to be deducted from leaves.
4. The above days are for each bereavement.
5. Bereavement leave may not be used to settle financial or legal problems connected with the bereavement once the initial five (5) days have been used.

E. **Maternity Leave**

1. A leave of absence without pay shall be granted upon request. The leave will be granted for a period not to exceed one (1) year. An extension not to exceed a total of two (2) years may be approved by the Board provided the employee requests such extension.
2. The employee may return to her position prior to the expiration of the leave upon presentation of physician's written consent providing that she gives the District at least thirty (30) days written notice. In the event of a miscarriage or death, the thirty (30) day notice shall be waived. The thirty (30) day notice may also be waived by mutual agreement of the parties.
3. During the period of leave, an employee retains her tenure status, salary step, accumulated sick leave, and any other inherent contract rights, but does not accumulate any additional rights during the period of leave.

F. **Adoption Leave**

Any employee who adopts a child or who, as a condition of adoption, needs time off, shall be entitled to five (5) days leave without pay.

G. **Association Leave**

The District agrees to grant to the Association up to three (3) days with pay per year to be used for Association business. The Association President shall notify the Superintendent at least forty-eight (48) hours in advance of who shall use the days and the intended use of this day.

H. **Jury Duty**

Employees scheduled for jury duty shall be compensated by the District subject to return to the District of money earned for service as a juror. Should the person on jury duty receive less than he would in employment, the District would pay only the difference of what his salary would have been. Should the employee on jury duty receive compensation in excess of that which would be earned while employed, the District will return that in excess. Jury duty not interfering with the employee's normal hourly schedule and responsibilities is not included in this Article.

I. **Unpaid Leave of Absence**

1. Employees applying for a leave of absence shall have a minimum of five (5) years' full-time experience, equivalent to twelve (12) month employees, in the District. Such leave shall be for minimum of one (1) or a maximum of two (2) semesters and shall be taken without pay.
2. Application for a leave of absence shall be made in writing to the Board of Education at least one (1) semester before the commencement of such leave. The Superintendent may make a recommendation in writing to the Board of Education. A copy of this recommendation will be given to the applicant.
3. The applicant shall be given an opportunity to meet with the Board of Education prior to rendering a decision.
4. Any applicant turned down by the Board of Education may request a hearing with the Board of Education.
5. The Board of Education shall finalize all decisions such that the applicant will be notified in writing within thirty (30) calendar days after submission of the application to the Board of Education.
6. During the period of leave, the applicant retains his salary, accumulated sick leave, and any other inherent contract rights during the period of leave.
7. An applicant whose unpaid leave is less than sixty (60) days shall be treated upon his/her return, for salary purposes, as if he/she had worked the entire school year.
8. The applicant shall submit a letter to the Board of Education stating his/her intentions of returning to his position at least thirty (30) calendar days before the expiration of the leave.

J. **Deduct Days**

Deduct days are defined as days when an employee is not at work and as such a full day's wages are withheld. Deduct days must be requested five (5) days in advance. If denied, notice of denial must reach the employee forty-eight (48) hours prior to date requested. In an emergency, as defined in paragraph 5 of C. Personal Leave, the time limits are exempted. Any and all "earned time" or "chargeable time" with the exception of sick days must be exhausted prior to an employee requesting deduct day, otherwise, it shall be logged unapproved if the employee does not report for work. Workman's compensation days are not considered deduct days.

K. **Payment for Unused Sick Leave**

Members of the Educational Support Personnel Association who retire from the District shall be paid for one-half (1/2) of their accumulated sick days at a rate of \$10 per day. Such payment will be given at the last pay period for the individual.

Article 6. GRIEVANCE PROCEDURE

A. **Declaration of Purpose**

WHEREAS the establishment and maintenance of a harmonious and cooperative relationship between the District and the Association is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. **Definitions**

1. "Grievance" is a complaint by one or more employees of a violation, misapplication or misinterpretation of the Agreement.
2. "Association" shall mean the Bradford Educational Support Personnel.
3. "Aggrieved party" shall mean the Association and/or any person, or any persons, in the negotiation unit filing a grievance.
4. "Party in interest" shall mean any party named in a grievance who is not the aggrieved party.

C. **Procedures**

1. Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identify of the provision of law this Agreement, policies, etc. involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said event or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for the informal decisions at Level 1-a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee, his representative and the Association.
3. The preparation and processing of grievances, insofar as practicable, will be conducted usually after the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure. When it becomes necessary for employees to become involved during school hours in grievance hearing(s) at the arbitration level, such employees shall be excused for such arbitration hearing(s) without loss of pay or loss of leave.
4. The Board and the Association agree to facilitate any investigation, which may be required, and to make available any relevant materials, documents, communications, and records concerning the alleged grievance.
5. Except as otherwise provided in Section E, 1 a and b, an aggrieved party shall have the right at all levels of grievance to confront and question all witnesses called against him/her, to testify, and to call witnesses on his/her own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every level of this grievance procedure.
6. Forms for filing grievances and taking appeals will be those forms found in the Appendix of this Agreement. The forms will be printed at the District's expense and distributed to the Association so as to facilitate operation of the grievance procedure.
7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without intervention of the Association provided the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determinations, pursuant to this procedure, while such adjustment shall be final and binding upon the aggrieved party and party in interest concurring therein, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
9. The grievant may choose whomever he/she wishes to represent him/her at Levels 1,2, and 3 of this procedure except that such representation may not be a representative of a competing employee organization.
10. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

D. **Time Limits**

1. Since it is important to good relationships that grievances be processed as rapidly as possible, the time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available level within thirty (30) school days after the employee knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next level in the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any level of the grievance procedure to communicate to the aggrieved party of a decision, to his representatives and the Association within the specified time limit, shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved part, every effort will be made to process the grievance as soon as possible.

E. Levels of Grievance

1. Level 1: Superintendent

- a) An employee having a grievance will discuss it with the Superintendent, either directly or through a representative, with the objective of resolving the matter informally. The Superintendent will confer with all parties in interest, but in arriving at this decision, will not consider any material or statements offered by or on behalf of such party in interest with whom consultation has been had without the aggrieved party or his representative present. If an employee submits a grievance through a representative, the employee shall be present during the discussion of the grievance unless the employee is unable to attend because of ill health.
- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent. Within ten (10) school days after the written grievance is submitted to him, the Superintendent 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 or his/her representative.

2. Level 2: Board of Education

- a) If the employee and/or the Association are not satisfied with the decision at Level 1, an appeal may be filed, in writing, with the Board of Education within fourteen (14) school days after receiving the decision at Level 1, at which time both the grievant and the Superintendent may be heard independently and the Board render its decision independently or with the assistance of its attorney.
- b) Within fourteen (14) school days after receipt of an appeal, the Board of Education or a committee of at least three (3) thereof, unless one Board member is ill, shall hold a hearing on the grievance in the presence of the grievant and the Association's representative(s), except if the grievant cannot be present because of ill health. It shall be a closed hearing.
- c) Within twelve (12) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be served upon the grievant, his/her representative and the Association.

3. Level 3: Arbitrations

- a) After such hearing, if the employee and/or the Association are not satisfied with the decision at Level 2, the Association may submit the grievance to arbitration by written notice to the Board of Education within twelve (12) school days of the decision at Level 2, after service of a copy of the decision.
- b) Within ten (10) school days after such written notice of submission to arbitration, the issue shall be submitted to the American Arbitration Association and the parties will be bound by their rules and procedure.

- c) The selected arbitrator will hear the matter promptly and will issue his decision not later than sixteen (16) school days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be written and will set forth his findings of fact, reasoning and conclusions on the issue.
- d) The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- e) The decision of the arbitrator shall be final and binding upon the parties.
- f) The costs for the service of the arbitrator will be borne equally by the Board of Education and the Association.

Article 7. NOTIFICATION OF EMPLOYMENT

Employees are to be notified no later than June 30th of reappointment or intent to reappointment or termination of employment. If the budget is defeated, the employees will be notified no later than August 1st.

Article 8. HOLIDAYS

Twelve (12) month employees:

- | | |
|------------------------|-------------------------------|
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving Day |
| Memorial Day | Christmas Eve (if a weekday) |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve (if a weekday) |
| Columbus Day | New Year's Day |
| Veterans Day | Presidents' Day |

Ten (10) month employees shall follow the official school calendar but may be released on those days that students are not in attendance at the Superintendent's discretion if he/she judges it as appropriate.

Article 9. VACATION

In addition, vacation benefits for full-time twelve (12) month employees shall be as follows:

- A. Newly hired employees shall earn one (1) day of vacation for each month of employment starting with the second (2nd) month of employment up to a maximum of five (5) days during the school year in which she/he is first employed.

B. Returning full-time employees. On each July 1st every returning employee shall be credited with vacation days based upon the following years of service.

1. Beginning the second (2nd) year and through the tenth (10th) year – twelve (12) days per year.
2. Beginning the eleventh (11th) year and through the fifteenth (15th) year – seventeen (17) days per year.
3. Over fifteen (15) years of service – twenty (20) days per year.

Such vacations will be arranged by mutual consent with the Superintendent so that the interruption of the business of the school will be minimized. After three (3) years, if mutually agreeable, up to five (5) days vacation may be rolled over to the succeeding year.

Article 10. INSURANCE

A. The employee who elects to receive health insurance coverage for either single or family coverage will pay the following:

2004-2005	Six percent (6%) of the annual premium
2005-2006	Eight percent (8%) of the annual premium
2006-2007	Ten percent (10%) of the annual premium

B. The health insurance coverage shall be provided through the Genesee Area Healthcare Plan (hereinafter referred to as the Plan).

C. Employees agree to changes in benefits and prescription drug formularies of the Genesee Area Healthcare Plan as they are approved by the Board of Directors of such plan.

D. There shall be no loss of benefits, coverage or enrollment eligibility to any employee or retiree as the result of the change from current health insurance coverage to any new plan.

E. The Plan Document and the Administrative Manual are hereby incorporated by reference.

F. An employee who is covered by this agreement and is eligible for health insurance coverage but elects not to participate will receive an annual stipend of one thousand dollars (\$1,000) if eligible for an individual plan and one thousand six hundred dollars (\$1,600) if eligible for a family plan. An employee electing this option will provide the district with proof of health coverage elsewhere and will sign a "waiver of health care coverage" form. An employee may reconsider and join the Plan at a later date by notifying the employer, in writing, of his/her desire for coverage. An employee who elects this option and subsequently rejoins the Plan will be reinstated on the first day of the month following the employee's election to re-enter the Plan. Such request shall not be denied. Payment will be paid to the non-participating bargaining unit member as a lump sum payment, subject to taxes, and will be paid in the last regular paycheck of the school year.

An employee who elects to stop participation in the health care plan at any time other than July 1st will have his/her payment in lieu of insurance appropriately pro-rated. Likewise, an employee who re-enters the plan during a school year will have his/her payment pro-rated.

- G. Employees retiring from the District after 2002, who wish to receive health insurance, shall contribute twenty-five percent (25%) of the annual premium of the selected health plan. Employees retiring from the District after July 1, 2006, who wish to receive health insurance, shall contribute thirty percent (30%) of the annual premium of the selected health plan. Employees are required to have at least twelve (12) years of full time service with the District in order to be eligible for this benefit.

Article 11. PAYROLL OPTION

Ten (10) month employees have the option to be paid on a ten (10) or twelve (12) month pay basis.

Article 12. SCHOOL CLOSING

All twelve (12) month employees are to report to work when schools are closed due to inclement weather. Roads closed by governmental agencies are the only exception to this section. Every effort must be made to arrive at work as soon as practical during snow removal procedures. There will be no compensation for part-time employees if they do not report to work.

Article 13. LONGEVITY

Employees will receive, in addition to their contracted salary, a one-time stipend on the anniversary date only in the following manner:

- A. After five (5) years consecutive service - four hundred dollars (\$400).
- B. After ten (10) years consecutive service – seven hundred dollars (\$700).
- C. After fifteen (15) years consecutive service – one thousand dollars (\$1,000).
- D. After twenty (20) years consecutive service - one thousand three hundred dollars (\$1,300).
- E. After twenty-five (25) years consecutive service and at every five (5) year anniversary date thereafter – one thousand seven hundred dollars (\$1,700.)

These stipends will not be included in the yearly contracted salaries when increases are calculated.

Article 14. VACANCIES

Employees will be given first consideration when a vacancy occurs within their department.

Article 15. WORKSHOPS AND TRAINING

Each employee, who has prior approval, shall be reimbursed for the cost of any approved courses or workshops.

Employees shall be reimbursed at the rate of twenty-five dollars (\$25) for every fifteen (15) hours in-service courses approved by the Superintendent.

Article 16. WORKING CONDITIONS

A. **Work year**

Ten (10) month employees will be required to work on those days when teachers are in attendance providing, however, that the maximum number of workdays will be one hundred eight five (185).

B. **Workday**

Based on negotiated wages the workday for employees will be:

1. Eight (8) hours per day for twelve (12) month employees.
2. Seven and one-half (7.5) hours per day for teaching assistants and teacher aides.
3. Eight (8) hours per day for typists.
4. Seven (7) hours per day for the cook.
5. Six (6) hours per day for food service helpers.

C. **Breaks**

All full time employees shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon in addition to a thirty (30) minute duty free lunch period. Cafeteria employees will be entitled to one (1) fifteen minute break during the day.

D. **Out-of-Title Work**

Employees shall be entitled to out-of-title pay when they work more than three (3) days in a calendar month in a higher classification or perform duties not within their job description as of the current school year. Employees performing out-of-title work shall be compensated seventy-five cents (\$.75) per hour over their regular hourly rate for all time worked once the employee has commenced working the fourth day of out-of-title work.

E. **Job Description**

Each employee will be provided with a copy of the Civil Service Job Classification or Commissioner's Regulation for the position that they will be working in at the time of hire.

F. **Notice of Classification Changes**

The Association will be notified by the District, in writing, prior to making application to the Civil Service Commission for any changes in titles or classification.

G. **Association Meetings**

If meetings of the membership are conducted during the working hours of some members, those members may attend such meetings with the following understanding.

1. The work routinely scheduled for that member's work shift must be completed prior to the end of their regular shift.
2. If regular duties cannot be completed prior to shift end and the employee needs to work beyond regular shift hours, no additional monies shall be paid for that additional time worked.

Article 17. PERSONNEL FILE

- A. Employees will have the right, upon request, to review the contents of their personnel file and to make copies of any documents in it with the exception of pre-hire documents. An employee will be entitled to have a representative accompany him/her during such review.
- B. No material pertaining to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had the opportunity to review the material. No derogatory material will be placed in an employee's file unless it is fully documented. The employee will acknowledge that he has had the opportunity to review material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents hereof. The employee will also have the right to submit a written answer to such materials within ten (10) school days and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

Article 18. PAYROLL DEDUCTION

- A. The District will make provisions for payroll deductions for qualifying tax-sheltered annuities in accordance with Education Law Section 3109.

- B. The District will deduct membership dues and agency fees from wages of each employee upon written authorization from each and remit the same to the Association. The Association will provide the District with the current rate of members. These dues and fee deductions will be made each pay period and will be transmitted promptly to the Association. Employees are defined as all employees of the District, whether part-time or full-time, as covered by Article 1 – Recognition Clause of the collective bargaining agreement.
- C. Effective July 1, 2004, all unit members shall use direct deposit for their paychecks. Upon completion of the proper authorization form, an employee shall elect to have direct deposit of his/her paycheck to the bank or credit union of his/her choice.
- D. Agency Fee
 - 1. Membership in the Association shall at all times be open to all members of the employees' unit regardless of race, creed, sex, marital status, color, political affiliation, or national origin.
 - 2. Membership in the Association shall not be, or made, a condition of employment or a preference in employment, nor a condition of or a preference in the continuation of employment of any person.
 - 3. It is recognized that the proper negotiation and administration of collective negotiation agreements on behalf of public employees entails expense in the bargaining unit and that said expense should be shared by all employees in the unit benefiting from such agreements.
 - 4. To provide for the fair and equal distribution of the financial burden of negotiating for the members of the employees' unit and administering the agreement so negotiated and providing the supportive services necessary therewith, it is agreed that any employee in the bargaining unit who chooses not to join the Association shall have deductions made from his/her salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted in equal amounts from each pay and shall be transmitted promptly to the Association.

Article 19. SAVINGS CLAUSE

- A. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. In the event any provision(s) is determined to be illegal by a court of competent jurisdiction or by repeal of the enabling legislation, the parties agree to renegotiate the affected article to a final form consistent with the law, preserving, to the extent possible, the intent of the parties.

Article 20. PRIVILEGES OF THE ASSOCIATION AND MEMBERS

- A. The Association shall have the privilege of distributing material or information using the mailboxes provided for the employees by the District.

Article 21. GENERAL PROVISIONS

- A. This contract shall supersede any rules, regulations or practices of the District, which shall be contrary to or inconsistent with its terms. This Agreement shall become a part of Board policy and shall supersede the Recognition Agreement currently in effect.
- B. This contract may be altered, changed, added to, deleted from, or modified only by mutual consent of the parties.
- C. The District and the Association will share the cost of reproducing the contract at fifty percent (50%) each so that each member of the bargaining unit has a copy of the contract.

Article 22. SECTION 204-A

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

Article 23. CONFORMANCE TO LAW

The parties herein agree to abide by the New York State Education Law, Commissioner's Regulation, the Taylor Law, PERB decisions, and all court decisions, providing that the court decision comes down from a court of competent jurisdiction.

Article 24. OVERTIME

All overtime will conform to the Fair Labor Standards Act.

Article 25. DISCIPLINARY PROCEDURE

- A. No employee shall be dismissed or disciplined without just cause after completion of their probationary period.

- B. An employee shall have the right to elect to have a discipline or dismissal action against the individual processed either under Section 3020a for teacher assistants, Section 75 of the Civil Service Law and Disciplinary Procedure for all other employees, or as a just cause issue in arbitration.
- C. If an employee elects just cause, the issue will be processed through the grievance procedure.

Article 26. SALARY AND ADDITIONAL COMPENSATION

- A. Salaries: See Appendix A
- B. Any member of the bargaining unit who has obtained perfect attendance for any given school year, except for bereavement leave, jury duty, vacation days, and or approved educational conferences, shall be granted a stipend of \$200.00.
- C. Annualizing Salaries.
 - 1. Ten (10) month employees. Each ten (10) month employee's annual salary will be calculated by multiplying his/her hourly rate by the number of hours worked per day times one hundred eight-five (185) days.
 - 2. Twelve (12) month employees. Each twelve (12) month employee's annual salary will be calculated by multiplying his/her hourly rate by the number of hours worked per day times the number of workdays, including paid holidays, in the year.
- D. A new employee will not receive a higher starting wage in a position covered by this agreement than the wage of a continuing employee with equal experience in years.

Article 27. JOB CLASSIFICATIONS

- A. Full-time twelve (12) month and ten (10) month employees will receive benefits.
- B. Part-time employees who work less than the prescribed full-time equivalent, (i.e., 37.9 hours per week for 10-month employees; 40 hours per week for 12-month employees) but work more than twenty-five (25) hours per week shall receive benefits.
- C. Part time employees working twenty-five (25) hours or less per week shall not receive benefits.
- D. Any employee who was hired prior to June 30, 2004 and is a current member of the bargaining unit and receiving benefits will not suffer any loss in benefits should they be reduced to less than twenty-five (25) hours.

Article 28. JOB PERFORMANCE REVIEW

Ten (10) month employees may have a minimum of two (2) performance reviews on a yearly basis by the Superintendent or the Principal in concert with the individual's direct manager(s). Twelve (12) month employees may have a minimum of three (3) performance reviews on a yearly basis to be completed by the Superintendent or Principal in concert with the individual's direct manager(s).

SIGNATURES

Superintendent of the
Bradford Central School District

Chairperson of the
Bradford Educational Support
Personnel