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Title: **Blind Brook-Rye Union Free School District and Blind Brook-Rye Employees Local 4060, NYSUT, AFT, AFL-CIO (2005)**

Employer Name: **Blind Brook-Rye Union Free School District**

Union: **Blind Brook-Rye Employees, NYSUT, AFT, AFL-CIO**

Local: **4060**

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COLLECTIVE BARGAINING AGREEMENT

**BY AND BETWEEN
THE BOARD OF EDUCATION
BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT**

AND

**THE BLIND BROOK-RYE EMPLOYEES LOCAL 4060
NYSUT, AFT, AFL-CIO**

JULY 1, 2005 – JUNE 30, 2009

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Agreement made and executed this 27th day of March, 2006 between the Blind Brook-Rye Employees Local 4060, NYSUT, AFT, AFL-CIO (hereinafter the “Union”), and the Board of Education, Blind Brook-Rye Union Free School District (hereinafter the “Board”), pursuant to Article 14 of the Civil Service Law.

ARTICLE I: RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the service negotiation unit, except part-time night cleaners. The members of the bargaining unit are hereinafter sometimes referred to as “employee” or “employees”.

ARTICLE II: EFFECT AND DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2005 and shall remain in full force and effect until June 30, 2009, and shall apply only to members of the bargaining unit who are employed by the Board on the date that this Agreement is executed by the Board and the Union and thereafter, during the term of this Agreement.
- B. This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to the Agreement.
- C. The Union and the Board agree that all negotiable items have been discussed during the negotiations leading to this agreement, and agree that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE III: VACATION LEAVE

- 1. All full time 12 month employees shall be entitled to vacation time as follows. The appropriate administrator and employee shall mutually agree to vacation days in writing. In the event mutual agreement is not achieved the employee may appeal to the immediate administrator, Union President and Superintendent of Schools.

After one year’s employment - 2 weeks with pay.

After five year’s employment - 3 weeks with pay.

After ten year’s employment - 4 weeks with pay.

It is understood that employees are credited with their entitled number of vacation days on July 1st of every year but that these days are earned by working through the full prospective year (credited on a pro-rata basis).

2. Year(s) of employment, as used in paragraph # 1 above, shall mean 12 calendar months from the date of hire as specified in the Board of Education resolution or Superintendent's letter appointing said employee.
3. All full time 12 month employees may accrue up to a maximum of 15 days of their earned and unused paid vacation time as of June 30th in any given year. An employee can carryover as of July 1st of the new school year no more than 15 unused vacation days. Upon separation from the District the employee is eligible to be paid for the number of unused vacation days accrued and carried over from the prior year and the number of earned and unused vacation days in the current year.
4. Custodians, custodian/drivers, maintenance mechanics and matrons will be allowed to take up to two (2) weeks of their vacation between July 1st and August 25th, subject to the approval of the Assistant Superintendent, Finance & Facilities or his/her designee.

ARTICLE IV: SALARY

- A) Full time employee's salary schedules for the school years 2005-2006, 2006-2007, 2007-2008, 2008-2009 are attached hereto as Appendix A1, A2, A3 and A4.

Salaries shall be increased as follows:

- Year 1 - 3.25% in addition to step movement
- Year 2 - 3.00% in addition to step movement
- Year 3 - 3.50% in addition to step movement
- Year 4 - 3.50% in addition to step movement

- B) Additionally, each employee will receive a lump sum payment of \$250 (separate check) in 2005-2006 payable on April 7, 2006 and in 2007-2008 payable with the first paycheck in September (not part of base salary). Past contract provisions relative to longevity and overtime remain in effect for 2005-2006.
- C) Effective July 1, 2006, teacher aides, nurses, LPNs, school monitors and 12-month typist employed by the District prior to July 1, 2006 will receive an additional 1-step increase on the salary schedule. The senior nurse and two matrons will receive a 2-step increase. The account clerk will move from D-10 to E-6 and the custodian/bus driver currently in the wrong category will move from E-11 to D-16. The two remaining 10-month and 205-day employees will receive a two step increase on the salary schedule.
- D) All morning and afternoon supervisory stipends will be eliminated as a result of new teacher aide work schedules to be established effective with the start of the 2006-2007 school year.

- E) Effective July 1, 2006, four new steps on the salary schedule, 21 to 24, will be added reflecting a 2.25% increase step-to-step.
- F) The following job category adjustments will be implemented effective July 1, 2006; delete Senior Typist, Computer Tech and Treasurer/Bookkeeper; Account Clerk and Payroll Clerk shall be E category positions; add Part-time RN and Videographer,
- G) Part time employee's salary schedules for the school years 2005-2006, 2006-2007, 2007-2008 and 2008-2009 will increase by the annual increases listed in A) and are attached hereto as Appendix A5.
- H) Employees once placed on a step, shall move one whole step the following July 1st.

Example: An employee placed on Step 1 will be moved to Step 2 commencing July 1 of the next school year.

ARTICLE V: CAREER LONGEVITY INCREMENTS

Employees shall receive career increments for paid years of district service calculated from the anniversary date of hire and effective on the July 1st next following the years of paid service in the following fashion:

After 5 years of paid district service a career increment of \$ 400 shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this agreement.

After 10 years of paid district service a career increment of \$950 shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this agreement.

After 15 years of paid district service a career increment of \$1750 shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this agreement.

After 20 years of paid district service a career increment of \$2700 shall be paid and shall continue to in a non-cumulative fashion during paid years of district service for the duration of this agreement.

After 25 years of paid district service a career increment of \$3500 shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this Agreement. This payment will only be paid to employees who are no longer advancing on the step schedule. Employees who are off step of the salary schedule shall receive a percentage increase of longevity equal to the percent of that year's salary increase. Such percentage increases are cumulative.

Present employees will not have their longevity decreased.

ARTICLE VI: CHAPERONE PAY

Employees covered under this agreement assigned to chaperone scheduled and approved field trips or after school activities will be paid at the same rate as paid to teachers.

ARTICLE VII: COACHES AND ADVISORS

Employees covered under this agreement who are assigned coaching and/or advising responsibilities will be paid at the same rate as paid to teachers.

ARTICLE VIII: OVERTIME AND SNOW DAY PAY

A. Overtime:

1. Effective July 1, 2006, employees shall be paid time and one-half ($1\frac{1}{2}x$) for duly authorized work exceeding their regular work day only when an employee has worked in excess of 8 hours in one day or 40 hours in a given week. Until such time that the employee works in excess of 8 hours in a day or 40 hours in a week, any additional time worked that exceeds their regular work day will be paid time and one-quarter ($1\frac{1}{4}x$).

Employees shall be paid time and one-half ($1\frac{1}{2}x$) for duly authorized work on Saturdays, except regularly assigned custodians.

Employees shall be paid double time ($2x$) for duly authorized work on Sundays after completing 8 hours of work on a previous Sunday at time and one-half ($1\frac{1}{2}x$), except a regularly assigned custodian.

Employees shall be paid double time ($2x$) for duly authorized work on Holidays.

2. In the event of an emergency, such as snow, boiler problems or such other emergency as determined by the school administration, custodians who are required to report to work by the administration at 5:00 A.M. will be compensated for a minimum of three (3) hours overtime. Said custodians will use the time clocks available to certify their 5:00 A.M. arrival. Custodians who report later than 5:00 A.M. will be paid at time and a half for actual hours worked between their arrival time and 7:00 A.M. This provision does not apply to custodians regularly assigned to work 6:00 A.M. to 3:00 P.M.

3. Regular overtime work shall be performed only with the prior written approval of the employee's immediate supervisor. Emergency overtime work shall be performed only with the prior oral approval of the employee's immediate supervisor.
4. Custodian/bus drivers who are assigned to the night shift and called into cover morning bus runs (7:00 A.M.) or custodian/bus drivers covering open school related bus trips that extend beyond their regular work day (4:00 P.M.) will receive time and one-half for overtime hours worked with a guaranteed minimum of three (3) hours.
5. Custodians who are called in to open or close buildings will receive time and one half for overtime hours worked with a guaranteed minimum of three (3) hours paid overtime.
6. School monitors who are called in to work an evening event will be paid a minimum of 3 hours at the applicable overtime rate.

B. Snow Day:

Employees required to work during regular hours on a day when school is closed for the entire school day because of snow shall be paid time and a half for clock hours actually worked.

C. Rotational List for Planned Overtime:

The Maintenance Foreperson, Buildings & Grounds will establish and maintain rotational lists for authorized custodian (including maintenance mechanic) and custodian/bus driver overtime work. Such overtime work will be offered to custodians and custodian/bus drivers in a rotating order of seniority provided they are qualified and capable of performing the required work. Any custodian or custodian/bus driver who refuses overtime work offered to him will be dropped to the bottom of the rotation list. Any custodian or custodian/bus driver whose performance is unsatisfactory will be removed from such list at the discretion of the Maintenance Foreperson, Buildings & Grounds. If no custodian or custodian/bus driver is available for such overtime work, i.e., not qualified or capable or refuses the offered work, such work may be offered to any other custodian or custodian/bus driver. Nothing herein contained shall limit or restrict the right of the Maintenance Foreperson, Buildings & Grounds, to require the performance of overtime work by any custodian or custodian/bus driver employed by the School District.

ARTICLE IX: PERFORMANCE STIPENDS FOR PROMOTIONAL TESTS

The Board and Union agree that employees should continue to develop their professional skills during their term of service to the district.

To that end full time employees who elect to take higher level Civil Service tests beyond the Civil Service test and level at which they were hired shall receive an additional stipend of \$250 for each test successfully passed providing the following conditions are fulfilled:

1. Employees shall request in writing, no less than 30 days prior to the Civil Service test, permission from the Superintendent of Schools to take the Civil Service Exam. The Superintendent will respond in writing.
2. Employees may take higher level Civil Service tests only within the general work and function areas approved by the Superintendent for the employee applicant.
3. The Stipend will be paid within 30 days of official notification from Civil Service that the employee has passed the exam.
4. Effective July 1, 2006, school bus drivers assigned to the regular daily transportation program will receive a \$1,500 stipend each year (payable as follows, \$750 in December and \$750 in June of each year) for operating a District bus (not part of base salary).

ARTICLE X: PROFESSIONAL DEVELOPMENT

The Board of Education encourages the professional development of school-related employees. To this end full time employees hired after July 1, 2002 who have been employed for two years shall be reimbursed for work-related courses provided each of the following conditions are fulfilled:

1. The employee shall submit a written request to the Superintendent of Schools identifying the course, dates, times, tuitions cost, institution to be attended and the work-related nature of the course.
2. Upon approval, the Superintendent will authorize in writing the employee to attend the course at district expense.
3. Courses must be attended outside the regular work day of the employee.
4. The course(s) must be offered at an approved college, university or institute as determined by the Superintendent of Schools.

5. Employees may enroll for courses that grant either undergraduate/graduate credit or no credit.
6. At the conclusion of the course the employee must submit an official transcript from a credit granting institution or an authorized letter on institute stationery stipulating satisfactory course completion. The employee will also submit a credit card receipt, cancelled check or money order made out to the college, university or institute for the amount of tuition approved in subparagraph #2 above.
7. Employees shall be limited to a maximum of two (2) work-related course reimbursements for each fiscal year (July 1st through June 30th; one each semester).

ARTICLE XI: FRINGE BENEFITS

A. Health Insurance:

Effective July 1, 2005 the schedule of employee health insurance contribution rates will change to reflect a percentage of the rolling premium per the schedule below (adjusts each January 1st).

<u>Salary Range:</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
<u>\$20,000-\$30,000</u> <i>Cap of \$1,300 for family/\$650 for individual</i>	5.0%	6.0%	7.0%	8.0%
<u>\$30,000-\$50,000</u> <i>Cap of \$1,700 for family/\$850 for individual</i>	9.0%	9.25%	9.5%	10.5%
<u>\$50,000-\$60,000</u> <i>Cap of \$1,800 for family/\$900 for individual</i>	9.5%	9.75%	10.0%	11.0%
<u>\$60,000 +</u> <i>Cap of \$2,000 for family/\$1,000 for individual</i>	10.0%	10.5%	11.0%	12.0%

The Board will pay the remainder of the cost of coverage for either an individual employee or such employee's family in the New York State Employees Health Insurance Plan or an equivalent health insurance plan purchased by the Board. Such equivalent plan will not be implemented unless it provides benefits equivalent to those provided for in the New York State Employees' Health Insurance Plan.

B. Elective Plan:

- a. At the employee's option, the employee may reduce medical insurance for a full year by completing an appropriate form furnished by the District. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive 37% of the premium savings. These monies will be non-pensionable and are taxable.

- b. Employees selecting to reduce their coverage must do so each year by March 1, with the provisions of this section taking effect on July 1. Payment of employee share shall begin with the first half payment on the payroll nearest December 15 and a second payment on the payroll nearest to June 15. Full coverage will be automatically reinstated each year the employee fails to file. Reinstatement shall take place on July 1 and all benefits will be available on that date.
- c. A unit member who has withdrawn from the insurance plan may re-enter the plan at any time, if the coverage which allowed the individual to select the option is no longer available.
- d. The Board will establish an IRS 125 Flexible Spending Plan. This Plan shall be consistent with the plan established pursuant to the Blind Brook-Rye Federation of Teachers' Contract.

C. Welfare Fund Insurance Allowance (Dental & Vision):

- 1. The Board will pay to the Union an insurance allowance (vision & dental) to the Federation Welfare Fund for each employee working twenty or more hours per week or more per year (per Board approved school calendar) as follows:
 - a. A sum of \$1,200.00 during the school year 2005-06;
 - b. A sum of \$1,250.00 in school year 2006-2007;
 - c. A sum equal to the Insurance Allowance paid to the teacher unit in school year 2007-2008;
 - d. A sum equal to the Insurance Allowance paid to the teacher unit in school year 2008-2009.

ARTICLE XII: TUITION REDUCTION FOR CHILDREN OF EMPLOYEES

Beginning with the 2005-2006 school year the annual percentage increase in tuition for children of non-resident full time employees will be equal to the percentage increase in salary. In no case will the increase be greater than that charged to the public. The projected tuition rates for children of employees are as follows:

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
K-6	\$2,434	\$2,507	\$2,595	\$2,686
6-12	\$4,084	\$4,207	\$4,354	\$4,506

ARTICLE XIII: PAID HOLIDAYS:

1. All employees hired prior to July 1, 2002 as 10 month employees, employees working the school calendar, and employees working less than 20 hours per week for 180 days per year will receive one additional day of regular pay for each of the days Christmas and New Year's.
2. All 10 month and school-calendar employees hired prior to July 1, 2002 will also receive one paid vacation day per year. Such employees may elect, subject to the prior approval of their immediate administrative supervisor, to receive, in lieu of either or both of the additional days of regular pay for Christmas and New Year's days stated in Paragraph 1 above, as the case may be, paid vacation holiday or holidays, during a scheduled recess or vacation period between September 1 and June 30 of a school year.
3. All 12 month full time employees hired prior to July 1, 2002 will receive 1 paid holiday for Christmas or New Year's.
4. All 12 month full time employees, 10 month employees and employees working the Board-approved school calendar will receive 16 paid holidays for the respective years of this agreement provided, however, that where the paid holiday schedule exceeds 16 holidays for any year of this Agreement, employees will make up such excess holidays by working the number of days (5 hour day for clerical and 7½ hours for facilities personnel), or the equivalent hours exceeding 16 holidays, as directed by the employee's immediate supervisor, without receiving pay. The specific 16 days will be agreed on by the Superintendent and the Union.

ARTICLE XIV: RETIREMENT

A. Health Coverage Upon Retirement:

All current retirees will continue to receive paid health coverage by the Board with fixed contributions that were set at the time of retirement, if any.

Effective July 1, 2006, the schedule of retiree health insurance contributions will change to reflect annual rates of contribution payable on January 1st each year according to the schedule on the next page.

The Board of Education will pay the balance of health insurance premium costs after subtracting the amount of retiree contributions for coverage in the New York State Employee's Health Insurance Plan (NYSHIP) or an equivalent health insurance plan.

RETIREE HEALTH INSURANCE CONTRIBUTION TABLE

YEARS OF SERVICE	PROPOSED AMOUNT OF PREMIUM PAID BY RETIREE
21 years +	0%
19-20 years	Amount of Contribution in Last Year of Service
17-18 years	15%
15-16 years	20%
13-14 years	25%
10-12 years	30%
Less than 10 years	FULL PAYMENT

Between July 1, 2006 and June 30, 2008 if Mary Ann DiAngelo, Jody Ferguson, Sharon Pietrzak, Roberta Twombly and/or Grace Carroll decide to retire and elect to receive health insurance benefits, they will be subject to an annual contribution equal to the amount they paid in their last year of active service. This is a one time action and is no way to be considered a precedent in the future.

Retirees with 21 years of service or more in the District shall not be required to make any contribution.

B. Retirement Plans:

The current retirement plans for the members of the negotiating unit (New York State Employees' Retirement System) are as follows on the next page:

- Tier 1 & Tier 2 members: Section 75-e; non-contributory (Age 55) A career retirement Plan under Section 75-g, and a new career plan under Section 75-i (as per Board Resolution 95-067., June 12, 1995).
- Tier 3 members: Article 14, CO-ESC
- Tier 4 members: Article 15, Coordinated Retirement Plan for Tier 4 members

ARTICLE XV: RETIREMENT INCENTIVE PLAN

The Board of Education will provide a Retirement Incentive Plan for the full-time members of the bargaining unit specified in Article I (Recognition). Full time employees who have worked for the Blind Brook-Rye UFSD a minimum of 10 years (paid service) and who shall retire during the fiscal year in which the employee achieves at least the minimum age of 55 or older, shall be eligible. Full time employees who are eligible to retire and fulfill all eligibility conditions shall receive one third (1/3) of their total number of unused and accumulated sick leave days up to a maximum of 180 days credited to the employee at retirement, times the employee's daily rate of the base annual contractual salary.

ARTICLE XVI: WORK PERIOD, WORK WEEK, WORK DAYS

A. Work Period:

- The regular work year for all twelve (12) month employees shall be from July 1 to June 30.
- All school-related personnel will be classified as (12) month employees effective July 1, 2006, except teacher aides, school nurses, library clerks and school monitors.
- Teacher aides shall work according to the Board-approved school calendar.
- Full-time school nurses and LPNs, school monitors and library clerks shall work September 1 through June 30 observing the Board-approved school calendar for holidays effective July 1, 2006.

B. Work Week:

- Effective July 1, 2006 assign two (2) custodians, custodian/drivers or maintenance mechanic whose work week shall be Tuesday through Saturday of the work year of the employee and one (1) custodian, custodian/driver or maintenance mechanic whose work week shall be Sunday through Thursday for the purposes of regular weekend coverage. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).
- Effective July 1, 2006 have the additional right to assign up to two (2) custodians, custodian/drivers or maintenance mechanic at each of its two schools (PRSS and BBMS/HS) to work a 6:00 a.m. to 3:00 p.m. shift during the school year and 6:00 a.m. to 2:00 p.m. shift during summer months, July 1 to August 31. Only junior

employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).

- Effective July 1, 2006 have the right to assign one custodian, custodian/driver or maintenance mechanic to work a 9:00 a.m. to 6:00 p.m. shift should it decide to do so. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).

C. Work Days: Effective July 1, 2006:

- For all 12-month clerical employees, eight (8) hours per day, inclusive of one 60-minute duty free lunch period and five (5) hours per day (no lunch break) on those days when school is not in session. During summer months, 12-month clerical employees shall work eight hours per day, inclusive of one 60-minute duty free lunch period, four days per week. Employees must schedule their work days with the administrator for whom they are assigned so that all offices have appropriate clerical/secretarial coverage on summer days.
- For all 12-month facilities employees (including custodian/bus drivers, custodians and maintenance mechanics), nine (9) hours per day, inclusive of a one (1) hour duty free lunch period on those days when school is in session except that, custodian/bus drivers who are unable to receive a one (1) hour duty free lunch period between the hours of 10:15 a.m. and 2:30 p.m. because of their duty assignment, will be paid overtime for the time actually worked.
- For all 12-month matron employees, eight (8) hours per day, inclusive of one 40-minute duty free lunch period;
- For all custodial employees (including custodian/bus drivers, custodians and maintenance mechanics), eight (8) hours per day, inclusive of a one-half (1/2) hour duty free lunch period except matrons who will work seven (7) hours per day, inclusive of a one-half hour duty free lunch period, on those days when school is not in session including summer months;
- For all nurses (including LPNs), seven (7) hours per day, inclusive of a one 40-minute duty free lunch period;
- For all teacher aides, seven (7) hours per day, inclusive of a one 40-minute duty free lunch period. Teacher aide daily work schedules will be arranged by the respective building principals so that appropriate student supervisory coverage is in place at morning arrival and afternoon dismissal times. These schedules will be overlapping between 8:00 a.m. to 3:30 p.m. at PRSS and 7:30 a.m. to 3:00 p.m. at BBMS/HS. No teacher aide shall be regularly assigned to work beyond a 7-hour work day.

- For all 10-month school monitors, eight (8) hours per day, inclusive of one 40-minute duty free lunch period;
- On school days when students are dismissed prior to their normal dismissal time because of an emergency, such as inclement weather, employees, except those assigned to the facilities department, shall maintain their regular work day schedule until one (1) hour after such dismissal time.
- On parent-teacher conference days or other early dismissal days, all full-time teacher aides are required to maintain their regular workday schedule until an hour after such dismissal time unless a staff development workshop has been scheduled by the Superintendent of Schools or his/her designee.

ARTICLE XVII: UNIFORMS

An annual allowance will be given to each custodian, matron, security personnel and school nurse for work-related uniforms. This allowance shall not exceed \$200.00.

ARTICLE XVIII: LEAVES

A. Sick, Personal and Bereavement Leave:

1. Employees working less than 20 hours per week subject to Board approved school calendar or more per year will be entitled to the following sick, personal and bereavement days. Days are defined to mean an equivalent number of hours the employee works on a regular work day.

Personal Days	3 days per year.
Sick Days	6 days per year for employees working less than 3 years in the school district.
	10 days per year for employees working 3 years or more in the school district.

Death in the Immediate Family – 4 days.

2. All 10 month employees and employees subject to Board approved school calendar, shall be entitled to 10 sick days per year and 4 personal days per year, plus 4 days for death in the immediate family. After four years they will be entitled to 12 sick days per year.

3. Twelve month employees shall be entitled to 12 sick days per year, 4 personal days per year, plus 4 days for death in the immediate family. After four years they will be entitled to 15 sick days per year.
4. For the purposes of this article, immediate family shall include spouse, children, mother, mother-in-law, father, father-in-law, sister, grandmother, grandfather, brother, or any relative living in the employee's home. Additional bereavement days may be deducted from accumulated sick leave.
5. Upon an approved request, 3 days of bereavement leave may be deducted from accumulated sick leave for death of relatives not specified in paragraph 4. above.
6. Unused sick leave days shall be accumulated without limit. However, only accumulated days up to and including 180 days will be used for sick leave. All days beyond 180 days will be placed, as they accrue, in a separate category. Unused sick days and these additional accrued days may be used as part of a retirement or other incentive plan.
7. Unused personal leave days shall be accumulated with unused sick leave days.
8. The District will forward to each employee an annual accounting of sick/personal leave days and salary information for the current fiscal year on or before December 1st of that fiscal year.
9. Any employee who is absent or late two or less days (unscheduled) in their work year shall receive an end of year incentive of an additional two (2) days pay.

B. Child Care Leave:

1. Upon written application, the Board will grant an initial unpaid leave of absence for purposes up to a maximum of twelve (12) months.
2. An employee who is granted such leave must give the Superintendent written notice of his/her intention to return to his/her position no later than 75 work days prior to the expiration of his/her leave.
3. An employee who gives timely written notice of his/her intention to return to his/her position at the expiration of his/her initial leave, and thereafter requests an extension of such leave for an additional period not to exceed twelve (12) months, may be granted or denied such leave, solely at the discretion of the Superintendent and the Board.

4. An employee granted a child care leave of absence who desires to purchase health benefits beyond those provided by the District pursuant to the Family and Medical Leave Act or pursuant to this Agreement may purchase, at his/her own cost and expense, coverage under the health insurance, major medical and insurance allowance plans specified in Article XI (Fringe Benefits) provided the particular plans then in effect permit the employee to make such purchase.
5. To the extent the provisions contained in this Article provide for entitlements which are more generous than the benefits provided by the Family and Medical Leave Act, the provisions of this Article shall apply.

C. Jury Duty:

Any employee who serves on jury duty during his/her regular work year will receive full pay and shall remit to the Board the full pay (less travel allowance) received for jury duty. If a 12 month employee, who is entitled to a vacation leave, requests a deferment to and serves on jury duty during such vacation leave, the employee need not remit to the Board the pay received for jury duty.

ARTICLE XIX: SICK LEAVE BANK

An employee who is unable to work because of a serious extended illness or injury, and who has exhausted all sick and personal leave, but is expected to recover and return to work full time in a reasonable time, and who is a member of the sick leave bank, shall receive sick leave credits from the bank up to a maximum of 60 sick leave days per employee per year as established by the Sick Leave Bank Committee in accordance with the following provisions:

- A. participation by the employees will be voluntary, and each full time employee will contribute two sick leave days per year, except part time employees who will contribute one day;
- B. a maximum number of the aggregate sick leave days which may be contributed to the bank by the participating employees within the limitations contained in subparagraph (a) above, will be regulated by the Committee;
- C. the bank will be jointly administered by a committee of Board of Education representatives, Teachers Federation representatives and Union representatives;
- D. sick leave bank sick leave days may be utilized only with respect to an employee's serious extended illness or injury requiring periods of medical care beyond unused sick leave days accumulated by the particular employee and where the employee is expected to recover and return to work full time in a reasonable time.

- E. the committee will determine the eligibility of participating employees within the standards specified in subparagraph (d) above; and
- F. the committee may establish such other provisions, not inconsistent with and subject to the provision of this Article that it may deem necessary or proper to administer the Sick Leave Bank.

ARTICLE XX: DUES DEDUCTIONS

- A. The Board will deduct dues in the amount certified to by the Union for each member of the bargaining unit who files a dues deduction authorization card in the following form:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name _____ First _____ M. _____

District Name _____

Organization _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature: _____ Date: _____

- B. The liability of the Board is limited exclusively and solely to the remittance of the deductions from salary payments as provided in this Article XX. In no event shall the Board be liable to any individual employee for the payment of the monies remitted to the Treasurer of the Union.

- C. The Union will certify to the Business Office in writing the current rate of its membership dues. If the Union changes the rate it will so notify the Business Office in writing 30 calendar days prior to the effective date of the change.
- D. All employees' dues deductions authorized to be deducted by documents received by or on file with the Business Office by the first paycheck in September of any school year shall be deducted in equal installments, or as equal as possible, beginning with the first pay period after the first September paycheck and continuing thereafter during the remaining pay periods of said school year. For authorizations received after the first September paycheck, deductions shall be made in the same manner, during the remaining pay periods.
- E. The dues shall be remitted by the Business Office to the Treasurer of the Union within 10 business days after the end of the pay periods.
- F. Pursuant to subsection 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by Local 4060 who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the Union and to remit the sums so deducted to the Union. The Union hereby holds the Board harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by a court or agency of competent jurisdiction, the Board shall no longer have an obligation to deduct agency shop dues until such time as the Union's rebate procedure is deemed lawful by a court or agency of competent jurisdiction.

ARTICLE XXI: UNION RIGHTS

- A. Bulletin Boards: The Board will provide the Union with the non-exclusive use of a bulletin board in the Faculty Room at Ridge Street School and in the Faculty Room of Blind Brook High School for notices and information relative to Union business.
- B. Reproduction of the Agreement: This Agreement shall be typed and reproduced by the Board.
- C. Copies of this Agreement: The Board shall furnish each present member of the bargaining unit with a copy of this agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this agreement by the Board.
- D. Board Minutes: The Board shall provide the Union President a copy of the adopted Board minutes of each regular public Board Meeting and a copy of the Board's Policy

Manual and Administrative Regulation Manual. When a Board of Education Meeting is videotaped a copy will be provided to the Union President.

- E. Superintendent's Advisory Council: The Superintendent and representatives of the Union shall meet upon request to discuss matters of mutual concern.
- F. Use of the Building: The Union shall have the right to use school buildings or facilities after work hours for Union meetings provided the Union pays for any special expense connected with such use and provided further that prior approval is obtained from the appropriate building principal.
- G. Union Business: The President of the bargaining unit or designee will have four (4) days for Union business which must be approved by the Superintendent at least 15 days in advance.
- H. Negotiations: The Board agrees to provide the following data to the Union for the purpose of administering and negotiating their collective bargaining agreements:
 - 1. Current enrollment statistics and expected enrollment for the succeeding school year;
 - 2. Leave utilization for prior and current school year;
 - 3. Salary distribution data for the current year;
 - 4. Budget for the current year and proposed budget when submitted to the public.
- I. Seniority List: Each year the District shall provide the Union with a departmentalized list of current employees by October 15th.

ARTICLE XXII: TRANSFERS

An employee who is involuntarily transferred shall have the right to appeal in writing to the Superintendent of Schools within five (5) business days after notice of such transfer. If such an appeal is timely filed, the transfer will be held in abeyance pending the decision of the Superintendent. The Superintendent's decision shall be final and shall not be subject to the grievance or arbitration procedures contained in this Agreement.

ARTICLE XXIII: PERFORMANCE EVALUATION

- A. Written evaluations of each employee's performance shall be conducted at least once each year. Employees will be notified as to which administrators are assigned to evaluate their performance and the criteria the Superintendent has established for evaluation by September 30th of each year. A copy of the written evaluation will be

given to the employee not later than ten work days after the evaluation has been completed or for any academic year not later than June 15th of that academic year.

- B. The employee and the evaluator will meet within 5 work days after the employee's receipt of the evaluation report for the purpose of reviewing the report. At the meeting the employee may choose to make written comments which will be attached to the original report.
- C. The original evaluation report will be signed by both the evaluator and the employee on the spaces provided in the report for their respective signatures. The employee's signature indicates that the report has been reviewed, but does not indicate agreement with the report.
- D. Where evaluations indicate less than satisfactory performance, corrective actions, whether written or oral, shall be promptly brought to the attention of the employee.
- E. The employee shall have the right to respond, in writing, within 5 work days after receiving a copy of the evaluation to any written evaluations made and to have such response included in his/her personnel file.

ARTICLE XXIV. PERSONNEL FILES

- A. An employee will be given a copy of any documents relating to his/her work performance subsequent to his hiring which is placed in his/her personnel file in the administration office. The employee shall initial the file copy of the document but such initialing merely indicates he has seen the material and does not indicate his/her agreement with the contents.
- B. An employee shall have the right to submit a written response within 10 work days after receipt of the document to any materials, specified in paragraph A. above, which are placed in the employee's file and have the response included in the administration file.
- C. Employees shall have the right, upon reasonable notice, to review the contents of their personnel file and to obtain a copy of any document contained therein, except that pre-employment materials shall not be subject to such review or copying.

ARTICLE XXV: GRIEVANCE PROCEDURE

Definition of Terms:

A "Grievance" shall mean a claimed violation of any express term of this Agreement.

A "Grievant" shall mean an employee or a group of employees in the service unit as defined in Article I of this Agreement, or the Union.

A "Day" shall mean any regular work day.

PROCEDURE

Employee

Any affected employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The immediate supervisor shall hold a conference on the grievance within ten (10) days of the receipt of the grievance. The grievant may be present at such conference. Within ten (10) days after the conference, the immediate supervisor shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL TWO: In the event that the grievance is not amicably resolved at the first step conference or by the decision, the grievant shall, within ten (10) days after the receipt of the decision, appeal to the Superintendent of Schools, or his designee. Appeal to the Superintendent shall be heard by the Superintendent, or his designee, within ten (10) days after the receipt of the appeal. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent, or his designee, shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL THREE: If the grievance is not resolved at Level Two, the grievant may appeal to the Board of Education within ten (10) days after receiving the determination made at Level Two. Within ten (10) days after the receipt of this appeal, the Board or a committee thereof shall hold a conference. The grievant may be present at such conference. The grievant shall be entitled to three (3) days notice of such conference. Within fifteen (15) days after the conference, the Board shall issue a written grievance decision to the grievant and the Union.

LEVEL FOUR: Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a Demand for Arbitration with the Superintendent of Schools and the American Arbitration Association. The selected arbitrator will have the authority only to decide if the contract has been violated and to provide a remedy for a violation. The arbitrator shall have no power or authority to order any remedy or to make any decision which is

contrary to law or rules or regulations having the force and effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the Arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the parties to the dispute.

The costs for services of the arbitrator, including expenses, if any, will be shared equally by the Board and the Union.

MISCELLANEOUS:

1. Failure of the responsible representative of the Board to respond within the time period provided by this Article shall allow an immediate appeal to the next step.
2. An employee grievant may be represented at all stages of the grievance procedure by a representative of the Union.
3. The Union has the right to be in attendance and to present its views at any and all employee grievance conferences.
4. An appeal to arbitration of an employee grievance may only be taken by the Union.
5. A grievant has a right to be represented by a Union representative and/or NYSUT representative at the arbitration level.
6. Any grievance that is not filed, or if filed, not presented at the next level, within the time limitations herein specified, shall be deemed waived.
7. The time limitations herein specified may be extended only by written mutual agreement of the parties.
8. The parties agree to make a reasonable effort to comply with requests of the other party to make available material and relevant documents concerning the alleged grievance which are dated not earlier than three (3) years prior to the date of the filing of the alleged grievance at Level One.
9. No reference to or records of a grievance shall be placed in the grievant's personnel file.
10. An officer of the Union may appear as an employee representative at a grievance and/or arbitration hearing without the loss of pay or sick/personal leave days to the Union Representative.

ARTICLE XXVI: CONFORMITY TO LAW – SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement 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 of this Agreement or applications thereof shall continue in full force and effect.

ARTICLE XXVII: MILEAGE

Mileage will be reimbursed at the current IRS maximum rate per mile for all school related business.

ARTICLE XXVIII: STATUTORY PROVISION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIX: MANAGEMENT RIGHTS

Except as validly limited by express provisions of this Agreement, the Board reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to allocate positions to pay grades; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work. The operating of schools and the direction of staff are vested exclusively in the Board.

ARTICLE XXX: PART TIME EMPLOYEES

Definition: For the purpose of this Agreement, part time employees shall be defined as any employee who works less than twenty (20) hours per week.

- a. Personal, Sick and Bereavement Days for part time employees are specified in Article XVIII, paragraph A.1., of this Agreement.
- b. Leaves for child care and jury duty for part time employees are specified in Article XVIII, paragraphs B. and C., respectively, of this Agreement.
- c. Paid Holidays for part time employees are specified in Article XIII of this Agreement.
- d. Salary schedule for part time employees is appended to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document the year and day first above written.

**BOARD OF EDUCATION
BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT**

By: _____
PRESIDENT, BOARD OF EDUCATION

By: _____
SUPERINTENDENT OF SCHOOLS

BLIND BROOK-RYE EMPLOYEES LOCAL 4060, NYSUT, AFT, AFL-CIO

By: _____
UNION CO-PRESIDENT

By: _____
UNION CO-PRESIDENT

DATED: _____

Blind Brook Public Schools
SRP Salary Schedule
2005-2006

APPENDIX A1

1.0325

STEP	A	B	C	D	E
1	22,071	24,740	28,451	32,161	37,109
2	22,734	25,482	29,304	33,126	38,223
3	23,416	26,247	30,184	34,121	39,369
4	24,118	27,033	31,089	35,143	40,550
5	24,842	27,844	32,021	36,198	41,768
6	25,587	28,680	32,982	37,285	43,020
7	26,355	29,541	33,972	38,403	44,310
8	27,145	30,428	34,990	39,554	45,640
9	27,960	31,339	36,039	40,740	47,010
10	28,797	32,279	37,123	41,963	48,419
11	29,662	33,248	38,236	43,224	49,872
12	30,553	34,246	39,383	44,519	51,368
13	31,470	35,272	40,565	45,854	52,909
14	32,413	36,332	41,780	47,231	54,497
15	33,384	37,421	43,034	48,646	56,131
16	34,386	38,543	44,326	50,107	57,816
17	35,419	39,700	45,655	51,610	59,549
18	36,480	40,891	47,024	53,158	61,337
19	37,576	42,118	48,436	54,753	63,177
20	38,703	43,382	49,888	56,396	65,071

CATEGORY	TITLE
A	Teacher Aide School Monitor
B	Matron
C	Attendance Clerk Computer Aide Library Clerk Typist LPN
D	Custodian Custodian/Driver Office Asst-Auto Systems
E	Head Custodian Account Clerk Registered Nurse Sec'y to School Principal Sec'y to School Official Payroll Clerk Sr Office Asst-Auto Sysys.

Blind Brook Public Schools
SRP Salary Schedule
2006-2007

APPENDIX A2

STEP	A	B	C	D	E
1	22,733	25,482	29,304	33,126	38,222
2	23,416	26,247	30,184	34,119	39,370
3	24,119	27,035	31,090	35,145	40,550
4	24,842	27,844	32,021	36,197	41,767
5	25,587	28,680	32,982	37,284	43,021
6	26,355	29,540	33,972	38,403	44,311
7	27,145	30,427	34,992	39,555	45,639
8	27,960	31,341	36,040	40,741	47,009
9	28,799	32,280	37,121	41,963	48,420
10	29,661	33,247	38,236	43,222	49,872
11	30,552	34,245	39,383	44,520	51,368
12	31,469	35,273	40,564	45,855	52,909
13	32,414	36,330	41,782	47,230	54,497
14	33,386	37,422	43,034	48,648	56,132
15	34,385	38,569	44,325	50,106	57,815
16	35,418	39,700	45,656	51,610	59,550
17	36,481	40,891	47,025	53,158	61,336
18	37,575	42,118	48,435	54,753	63,177
19	38,703	43,381	49,889	56,396	65,072
20	39,864	44,683	51,385	58,088	67,023
21	40,761	45,688	52,541	59,395	68,531
22	41,678	46,716	53,723	60,731	70,073
23	42,616	47,767	54,932	62,098	71,650
24	43,575	48,842	56,168	63,495	73,262

CATEGORY	TITLE
A	Teacher Aide School Monitor
B	Matron
C	Attendance Clerk Computer Aide Library Clerk Typist LPN
D	Custodian Custodian/Driver Office Asst-Auto Systems
E	Head Custodian Account Clerk Registered Nurse Sec'y to School Principal Sec'y to School Official Payroll Clerk Sr Office Asst-Auto Sys.

Blind Brook Public Schools
SRP Salary Schedule
2007-2008

APPENDIX A3

1.0225 1.035

STEP	A	B	C	D	E
1	23,528	26,374	30,330	34,286	39,560
2	24,235	27,165	31,240	35,314	40,748
3	24,963	27,981	32,178	36,375	41,970
4	25,711	28,818	33,142	37,464	43,229
5	26,483	29,684	34,136	38,589	44,526
6	27,277	30,574	35,161	39,747	45,862
7	28,095	31,492	36,216	40,939	47,236
8	28,938	32,438	37,302	42,167	48,654
9	29,807	33,409	38,420	43,431	50,115
10	30,700	34,411	39,574	44,735	51,617
11	31,621	35,444	40,761	46,078	53,166
12	32,571	36,508	41,984	47,460	54,761
13	33,548	37,602	43,244	48,883	56,404
14	34,554	38,731	44,540	50,350	58,097
15	35,589	39,918	45,876	51,859	59,838
16	36,658	41,089	47,254	53,417	61,635
17	37,758	42,322	48,671	55,018	63,483
18	38,890	43,592	50,130	56,669	65,388
19	40,058	44,900	51,635	58,370	67,349
20	41,260	46,247	53,183	60,121	69,369
21	42,188	47,287	54,380	61,474	70,930
22	43,137	48,351	55,604	62,857	72,526
23	44,108	49,439	56,855	64,271	74,158
24	45,100	50,552	58,134	65,717	75,826

CATEGORY	TITLE
A	Teacher Aide School Monitor
B	Matron
C	Attendance Clerk Computer Aide Library Clerk Typist LPN
D	Custodian Custodian/Driver Office Asst-Auto Systems
E	Head Custodian Account Clerk Registered Nurse Sec'y to School Principal Sec'y to School Official Payroll Clerk Sr Office Asst-Auto Sys.

Blind Brook Public Schools
SRP Salary Schedule
2008-2009

APPENDIX A4

1.035

STEP	A	B	C	D	E
1	24,352	27,297	31,391	35,486	40,945
2	25,083	28,116	32,333	36,550	42,174
3	25,836	28,960	33,304	37,648	43,438
4	26,611	29,827	34,302	38,776	44,742
5	27,410	30,723	35,331	39,940	46,085
6	28,232	31,644	36,391	41,138	47,467
7	29,079	32,594	37,484	42,372	48,890
8	29,951	33,573	38,607	43,642	50,357
9	30,850	34,579	39,765	44,951	51,869
10	31,774	35,615	40,960	46,300	53,424
11	32,728	36,684	42,188	47,691	55,027
12	33,711	37,786	43,453	49,121	56,677
13	34,722	38,918	44,758	50,594	58,378
14	35,764	40,087	46,099	52,113	60,130
15	36,834	41,316	47,482	53,674	61,933
16	37,941	42,527	48,908	55,286	63,792
17	39,080	43,803	50,374	56,944	65,705
18	40,251	45,118	51,885	58,653	67,677
19	41,460	46,471	53,442	60,413	69,707
20	42,704	47,866	55,045	62,225	71,797
21	43,665	48,942	56,283	63,625	73,413
22	44,647	50,044	57,550	65,057	75,064
23	45,652	51,170	58,845	66,521	76,753
24	46,679	52,321	60,169	68,018	78,480

CATEGORY	TITLE
A	Teacher Aide School Monitor
B	Matron
C	Attendance Clerk Computer Aide Library Clerk Typist LPN
D	Custodian Custodian/Driver Office Asst-Auto Systems
E	Head Custodian Account Clerk Registered Nurse Sec'y to School Principal Sec'y to School Official Payroll Clerk Sr Office Asst-Auto Sysys.

Blind Brook Public Schools
SRP Salary Schedule - Hourly Employees
2005-2006 to 2008-2009

APPENDIX A5

	1.0325	1.03	1.035	1.035
STEP	2005-2006	2006-2007	2007-2008	2008-2009
1	7.64	7.87	8.15	8.43
2	8.16	8.40	8.70	9.00
3	8.66	8.92	9.23	9.56
4	9.19	9.46	9.80	10.14
5	9.70	9.99	10.34	10.70
6	10.22	10.53	10.90	11.28
7	10.73	11.05	11.44	11.84
8	11.23	11.57	11.98	12.39
9	11.76	12.11	12.54	12.98
10	12.27	12.63	13.08	13.53
11	12.78	13.17	13.63	14.10
12	13.72	14.13	14.63	15.14
13	14.75	15.20	15.73	16.28
14	16.06	16.54	17.12	17.71
15	17.25	17.77	18.39	19.04

TITLES

Teacher Aide
 School Monitor
 Bus Monitor
 Custodian
 Cust./Bus Driver
 Clerks
 Typists
 Night Cleaners
 Videographer
 RN

LONGEVITY

After 5 yrs	400
After 10 yrs	950
After 15 yrs	1,750
After 20 yrs	2,700
After 25 yrs	3,500