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Title: **Berne-Knox-Westerlo Central School District and Berne-Knox-Westerlo Teacher Support Staff Association (BKWTSS), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2010) (MOA)**

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Union: **Berne-Knox-Westerlo Teacher Support Staff Association (BKWTSS), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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**AGREEMENT
BETWEEN**

**BERNE-KNOX WESTERLO CENTRAL SCHOOL
DISTRICT**

AND

**BERNE-KNOX WESTERLO
TEACHER SUPPORT STAFF**

July 1, 2010-June 30, 2018



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PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law, Chapter 392 of the Laws of 1967 (otherwise known as the Public Employees Fair Employment Act) to encourage and increase effective and harmonious working relationships between the Berne-Knox-Westerlo Central School Board of Education (hereinafter Board) and the teacher support staff represented by the Berne-Knox-Westerlo Teacher Support Staff Association (hereinafter Association or BKWTSS) and to enable these employees to more fully participate in and contribute to the development of policies for the school district, we enter into this agreement.

ARTICLE 1 RECOGNITION

The Board recognizes the Association as supported by a majority of persons in the unit, so defined in PERB Case No. C-38-37 and certified by the Public Employment Relations Board (PERB), including all teacher aides and teaching assistants and excluding all other employees of the district as the exclusive negotiating agent for these employees in this unit.

ARTICLE 2 NEGOTIATION PROCEDURE

- 2.1 Prior to December 15 of the last year of this agreement, the Association or the Board shall file a written letter of intent to negotiate with their respective opposites. A written request by either party shall bind the other to negotiate terms and conditions of employment for the following school year. Negotiations shall commence on or before January 15 unless the date is altered by mutual agreement. If neither side requests negotiations by December 15 or if neither begins negotiations by January 15, and there is no written request for extension of time by either party, then it is understood that the Association and the Board agree the current contract shall remain in full force until June 30. Both parties may mutually decide to alter part or all of the contract during its life.
- 2.2 During negotiation, the agents of the Board and the Association will exchange points of view, make proposals and counterproposals as supported by relevant data. As of the time it is available, the Board will provide the Association with the school district budget for the next fiscal year. The parties agree to make available to each other for inspection all public records, data and information in their possession. Either party may, if it so desires, utilize the services of outside consultants.
- 2.3 The district will provide a place for the negotiations between the parties agreeable to both sides. This room shall be so equipped as to provide a meeting of representatives on an equal basis, with another room being provided where Association representatives may caucus in private during these negotiations sessions. The parties agree that no representatives or observers be present at negotiation sessions except those nominated

by the Board and/or its agent and the Association's negotiating team. Both parties agree that there will be no release of information in regard to the negotiation to the public without prior notice and agreement to a joint press release or until impasse is declared. Communication with respective governing bodies does not constitute a public release.

- 2.4 Where an impasse occurs, or if an agreement is not concluded by March 1, either party may request the use of PERB for mediation. Mediation may be followed by the other steps provided for in the Taylor Law. If both parties are dissatisfied with the effort of PERB, the parties will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. The costs, if any, shall be shared equally by the Board and the Association. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
- 2.5 Before the Board adopts a change in policy which affects the unit members' mandatory terms and conditions of employment, the Board will notify the president of the Association in writing that it is considering such a change. The mandates of the Taylor Law, however, will govern regarding the implementation of mandatory terms and conditions of employment not specifically set forth in this agreement. Enforcement thereunder shall be provided by PERB.
- 2.6 Neither party in any negotiations shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.
- 2.7 The provisions of the agreement shall be incorporated into and be considered part of the established policies of the Board.
- 2.8 Any individual arrangement, agreement or contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of the agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement.
- 2.9 If any provision of this agreement or any application of the agreement to any unit member or group of unit members 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 shall not affect the validity of the remainder of this agreement.
- 2.10 Copies of this signed agreement shall be made available and distributed to all unit members employed by the Board as soon as possible, and in no case later than one month after its signing by both parties. In the event a unit member cannot be reached, for instance during the summer recess, the new contract will be provided on the first day of the new school year, subject to the one month provision above. The contract shall be printed alternately by the Association and the Board.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board and its teacher support staff are essential to the operation of the school; therefore, 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 unit may present grievances free from coercion, interference, restraint, discrimination or reprisal, by which the Board and its teacher support staff are afforded adequate opportunity to dispose of their differences.

3.2 Definition

A grievance at stages 1, 2, or 3 is a claim by any unit member or group of unit members based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, bylaws, regulations, direction, orders, work rules, procedures, practices or customs of the Board and administration.

3.3 Procedures

- 3.3.1 Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the 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 the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.
- 3.3.2 Except for the informal decision at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons therefore. Each decision shall be transmitted promptly to the unit member and the Association.
- 3.3.3 If a grievance affects a group of members or is associated with system-wide policies, it may be submitted directly at Stage 2 described below.
- 3.3.4 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

- 3.3.5 Except as otherwise provided in Section 5.1.1 an aggrieved party and any party named in a grievance shall have the right at all stages of a grievance to confront and cross-examine 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 stage of this grievance procedure.
- 3.3.6 Forms for filing grievances will be developed by the Association. The superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.3.7 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.3.8 In the event any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement and in future proceedings.
- 3.3.9 The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2 and 3 of this procedure.
- 3.3.10 If any provision of this grievance procedure or any application thereof to any unit member or group of unit members 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.
- 3.3.11 Copies of transcripts prepared for or by the hearing officers at Stages 1, 2 or 3 shall be made available as soon as possible.
- 3.4 Time Limits
- 3.4.1 The time limits specified in this procedure may be extended or shortened in any specific instance by mutual written agreement. Day shall mean a day school is in session except by mutual written agreement. Day shall mean a day school is in session except between July 1 and August 31. Inclusive days shall mean a day other than Saturday, Sunday or legal holiday.
- 3.4.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time shall be deemed an acceptance of the decision.
- 3.4.3 No written grievance will be entertained, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within forty school

days after the unit member knew or should have known of the act or condition on which the grievance is based.

- 3.4.4 In the event a grievance is filed on or after June 1, the time limits set forth herein will be reduced so the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

3.5 Stages of Grievance

Grievances involving contract violations shall follow stages 1, 2, 3 and 4. All other grievances shall follow stages 1, 2 and 3.

3.5.1 Stage 1, Building Principal

- 3.5.1.1 A unit member having a grievance will discuss it with the building principal, either directly or through a representative, with the objective of resolving the matter.
- 3.5.1.2 If the grievance is not resolved informally, it shall be presented in writing to the building principal within ten school days after completing the informal hearing. Within ten school days after receiving the written grievance, the principal shall render his decision in writing and furnish one copy to the unit member who lodged the grievance and one copy to the Association.

3.5.2 Stage 2, Superintendent

- 3.5.2.1 Within ten school days after receiving the decision of the building principal, the unit member and/or the Association may appeal the decision in writing to the superintendent who shall give the unit member the opportunity to be heard within ten school days after delivery of the appeal and shall communicate his/her decision in writing to the unit member and/or Association within ten school days after the hearing on the grievance.

3.5.3 Stage 3, Board of Education

- 3.5.3.1 Within ten school days after receiving the decision of the superintendent, the unit member and/or the Association may appeal the decision in writing to the Board. Within ten school days after receipt of an appeal, the Board, or a committee thereof, shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within five school days after the conclusion of the hearing, the Board shall render a decision in writing.

3.5.4 Arbitration

- 3.5.4.1 After the Board's decision has been rendered, if the Association is not satisfied with the decision at Stage 3, it may submit the grievance to arbitration by written notice to the Board within seven school days of the decision at Stage 3.

- 3.5.4.2 The parties shall subscribe to the rules and regulations of the American Arbitration Association (AAA) relative to the administration of disputes that are not resolved at, or prior to, the Board stage. The Association shall file a demand to arbitrate with AAA, and the hearing process shall be in accordance thereto.
- 3.5.4.3 The decision of the arbitrator shall be final and binding upon all parties unless found to be in violation of any existing law or precedential ruling of any state or federal court, PERB or the office of the Commissioner of Education.
- 3.5.4.4 The costs of the services of arbitration will be borne equally by the Board and the grievant.

ARTICLE 4

ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to use regular school equipment after school hours at the place where the equipment is located when a custodian is on duty. Any equipment housed in the unit member's room may be used at will. The Association shall purchase its own materials and supplies.
- 4.2 The Association shall have the right to use school facilities without cost at reasonable times for local meetings after unit members' dismissal. Subject to prior approval of the superintendent, or designee, the Association shall have the right to hold meetings at 3:00 p.m. five times per year.
- 4.3 The Association shall have the right to use faculty mailboxes as a means of communication on Association business.

ARTICLE 5

QUALIFICATIONS AND ASSIGNMENTS

- 5.1 Each unit member is to initial daily a general register upon arriving and leaving school.
- 5.2 Unit member assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age or disability.
- 5.3 A member of the bargaining unit will be asked to serve as a per diem substitute only by mutual agreement of the appropriate supervisor and the member. The rate of reimbursement beyond the regular day's pay for such work shall be \$35. Whenever practicable, a teaching assistant will not be assigned as a subordinate to an uncertified substitute. Even if this does occur, the teaching assistant will still receive the additional

substitute pay. In addition, when the District must fill a teacher vacancy with an uncertified substitute from the existing teaching assistant or teacher aide or staff, it shall use teaching assistants first, whenever practicable.

- 5.4.1 Any teacher aide currently employed with the District who becomes a teaching assistant shall have his or her salary permanently increased by 15% but in no event shall this increase exceed \$2,500. In the event that a teacher aide attempts to become a teaching assistant but fails to complete the process, that teacher aide shall not owe the District any back pay for the compensation he/she received as a teaching assistant and will be returned to his/her teacher aide salary.
- 5.4.2 All language in the contract will be applicable to teaching assistants. The new contract language will change references to "teacher aides" to read "unit employees", as appropriate. Teaching assistants will be eligible for all potential duty assignments, including the modification of the hours of work, as referenced in Article 6.
- 5.4.3 Teacher aides who become teaching assistants shall maintain their current seniority relative to each other.
- 5.4.4 Upon satisfactory completion of two years of service as a teaching assistant and obtaining New York State Certification as a teaching assistant, employees referred to in Article 5.4.1 will be awarded tenure.

ARTICLE 6

WORKLOAD

- 6.1 Effective as of the 2014-2015 school year, the length of the workday for teacher aides and assistants shall be 7:45am to 3:00pm. Bus aides shall work a flexible, split schedule and will include a thirty minute lunch period and one half hour break.

The hours of work may be modified by written agreement between the parties. There shall be no elimination of unit member positions without two week advance notice to the Association President.

On Friday afternoons in which students are not present in the building, BKWTSS members will be permitted to leave at 2:30pm.

- 6.1.1 The length of the workday for employees hired after the date of ratification of this Agreement shall be 7:45am to 4:00pm. The District may assign no more than two unit members to the elementary school and two to the high school, for a total of four employees, to start and finish the work day no more than 45 minutes later than the 7:30am to 2:45pm window during the 2013-2014 school year, and the 7:45am to 3:00pm effective as of the 2014-2015 school year. This modified schedule for up to 4 unit members should end as soon as a sufficient number of unit members are hired to work

the 7:45 AM - 4:00 PM schedule. This shall be known as an alternate workday.

Assignment to this alternate workday will be made as follows:

1. Volunteers. The District shall inform the unit in writing of the need for unit members to work the alternate workday and request volunteers. This notice shall be posted for five (5) school days. If there are more volunteers than needed, then the most senior unit members shall be offered the alternate schedule.

2. If there are no volunteers for this alternate work schedule, then the District may assign the four least senior members in the District, regardless of whether they are assigned to the high school or elementary school. There shall be no exceptions to the assignment of the least senior unit members.

6.2 During the normal workday the junior-senior high school unit member shall receive one preparation period, the length of a regular school period, and a lunch period. In the case of elementary school, in addition to the lunch period, there shall be two 15-minute breaks for unit members in every work location at various times in the work day.

6.3 The length of the work year for unit members shall be the work year set forth on the school calendar.

6.4 Tentative assignments for the following school year shall be made no later than August 1st.

6.5 Extracurricular activity and chaperone pay

Members of the bargaining unit may occasionally be requested to provide chaperone responsibilities for students involved in extra-curricular activities. The rate for extra-curricular and chaperone compensation shall be sixteen dollars (\$16.00) for each hour of work performed on extra-curricular and chaperone responsibilities or the employee's overtime rate of time and a half, whichever is greater.

Positions requiring a chaperone shall be posted or sent to all members electronically. Postings for extra-curricular opportunities shall include the primary duties associated with the extra-curricular activity and approximate number of hours associated with the assignment. Members shall have the opportunity to bid on opportunities in seniority order. The District is not precluded from seeking volunteers in the community or other bargaining units to perform extra-curricular chaperone responsibilities. If the District is unable to find a volunteer, the District shall select the least senior available full-time unit member not assigned to a bus run with no exceptions.

Extra-curricular and chaperone compensation will only be paid when a) the extra-curricular tasks and activities occur outside of the unit member's regular work hours, and b) the extra-curricular tasks and activities are not part of the unit member's regular

duties. Hours worked by unit members for extra-curricular and chaperone compensation shall be turned in to the District consistent with other overtime opportunities, and paid in the same manner.

Unit members may also request to serve as an advisor in a student extra-curricular club or sport. The payment scale used to determine compensation in the capacity as a club or sport advisor shall be determined by Article 12 of the most recent collective bargaining agreement between the Superintendent of the Berne-Knox-Westerlo School District and the Berne-Knox-Westerlo Teachers Association,

- 6.6 The District shall retain the right to post for any additional hours to be worked between the hours of 7:45am and 4:00pm based on staffing needs, such as early morning or late afternoon bus duty. In the event that additional unit members are needed for such responsibilities, it shall post the assignment in accordance with Article 20 of the Agreement. In the event that no unit members bid for the additional hours, the District shall select the least senior available full-time unit member not assigned to a bus run with no exceptions. Any unit member, either bidding for the extra hours or otherwise mandated by the District, shall be compensated at the overtime rate of time and a half for the extra posted hours worked.

ARTICLE 7

SALARY

- 7.1 Effective July 1, 2013 the starting salary will be \$11,250 for teacher aides and \$12,885 for teaching assistants.

Effective July 1, 2014, the starting salary will be \$11,700 for teacher aides and \$13,272 for teaching assistants.

Effective July 1, 2015 the starting salary will be \$12,051 for teacher aides and \$13,670 for teaching assistants.

Effective July 1, 2016, the starting salary will be \$12,413 for teacher aides and \$14,080 for teaching assistants.

Effective July 1, 2017, the starting salary will be \$12,909 for teacher aides and \$14,643 for teaching assistants.

- 7.1.1 Effective July 1, 2010, each unit member shall receive a 0% increase over his or her base salary.

Effective July 1, 2011 each unit member shall receive a 7% increase over his or her base salary.

Effective July 1, 2012 each unit member shall receive a 7% increase over his or her base salary.

Effective July 1, 2013 each unit member shall receive a 6% increase over his or her base salary.

Effective July 1, 2014 each unit member shall receive a 3% increase over his or her base salary.

Effective July 1, 2015 each unit member shall receive a 3% increase over his or her base salary.

Effective July 1, 2016 each unit member shall receive a 3% increase over his or her base salary.

Effective July 1, 2017 each unit member shall receive a 4% increase over his or her base salary.

Anyone hired between July 1, 2010 and execution of this agreement who is a member of TSS as of the date this contract is ratified shall receive a pro rata portion of such increase.

7.2 Payment for Courses

7.2.1 Effective July 1, 2014 unit members shall receive \$65 per college credit hour for any college credits earned prior to date of hire with the District, up to a maximum of 120 credit hours. Additionally, unit members may receive \$65 per credit hour for college courses taken after the date of hire with the District, with approval of the Superintendent. Such approval should be received prior to commencement of the college course.

Unit members hired prior to July 1, 2014 shall receive \$45 per college credit hour for all college courses earned prior to January 1, 2014. Unit members hired prior to July 1, 2014 shall receive \$65 per college credit hour for any subsequent college courses taken, with the approval of the Superintendent.

7.2.2 Effective July 1, 2013 all unit members will be paid at a rate of \$20 per pre-approved in-service hour, to be paid in a minimum of 18 hours with supervisory and Superintendent approval. In-service hours shall be turned in by June 1 for payment.

7.3 Longevity

7.3.1 Unit members with 10 years of service to the District will be paid a longevity stipend of \$1000 on base salary in each subsequent year of employment with the District

- 7.3.2 Unit members with 15 years of service to the District will be paid a longevity stipend of \$1500 on base salary in each subsequent year of employment with the District.
- 7.3.3 Unit members with 20 years of service to the District will be paid a longevity stipend of \$2000 on base salary in each subsequent year of employment with the District.
- 7.3.4 Longevity shall be paid retroactively to employees working for the District as of July 1, 2013.
- 7.3.5 Payment of longevity shall be incorporated into bi-weekly paychecks.
- 7.4 All unit members shall be provided with an hourly rate at the beginning of each school year. For the purposes of determining an employee's hourly rate, an employee's base salary shall be divided by one hundred and eighty one. This figure shall then subsequently be divided by six and a half (6.5) and includes one daily thirty minute lunch break. An employee's base salary, for the purpose of this calculation, shall include all in-service/college credits and longevity.

The unit member's hourly rate shall be used for all pay calculations, including but not limited to his or her daily rate of pay, extra-curricular or chaperone pay, overtime pay, and pay for working additional hours pursuant to Article 6.6.

ARTICLE 8

PERSONAL AND SICK LEAVE

- 8.1 Sick Bank
 - 8.1.1 The parties shall be authorized to establish, maintain and administer a sick leave bank for members who require preliminary hospitalization and subsequent recuperation due to accidents or long-term illness or whose illness or condition has been certified by a physician as preventing them from being able to work. This does not cover disability due to normal pregnancy. The bank, however, may be used for disability caused by abnormal pregnancy and complication thereof.
 - 8.1.2 The sick bank shall be a process through which support staff members in the negotiating unit may assign sick leave to the sick bank and the sick bank committee may assign sick leave days so accumulated to staff members in the negotiating unit who have exhausted their sick leave credits.
 - 8.1.3 The following rules shall apply to the establishment and administration of the sick bank:
 - 8.1.3.1 The privilege of participation in the sick bank shall be available to all members of the negotiating unit regardless of whether or not they are members of the Association in

accordance with the terms of this article.

- 8.1.3.2 Application for withdrawal of days by participating members may be made immediately upon depletion of personal/sick leave. These applications will be prepared by the Association and will be made available in the office of the Chief School Officer. A doctor's certificate stating the seriousness of the disability and an appropriate date when the member can be expected to return to work shall accompany all applications.
- 8.1.3.3 The parties shall designate a Sick Bank Committee to administer and promulgate rules of operation of the pool. The teacher support staff shall designate two members and the district shall designate two: one administrator and one board member. These four persons shall then designate a fifth member as a non-voting member of the Committee, except that in the event of a tie, he/she shall act as a tie breaker. The Committee shall be responsible for the administration of the sick bank, including the following:
 - 8.1.3.3.1 Developing all further rules and procedures required for the administration of the pool.
 - 8.1.3.3.2 Maintaining all records of the operation of the pool and making such records available to the Chief School Officer or his/her designees for audit upon request.
 - 8.1.3.3.3 The rules and procedures for the operation of the sick leave pool may be changed at any time upon mutual agreement of the parties. No member will contribute more than once a year.
- 8.1.3.4 The total number of sick leave credits in the sick bank shall not exceed 75 days.
- 8.1.3.5 Contribution of days to the bank shall be as follows:
 - 8.1.3.5.1 Upon initial establishment of the bank, members may opt to contribute either one or two days.
 - 8.1.3.5.2 Thereafter the enrollment period shall be from September 1 through September 30 of each year or within fifteen days of initial employment for those hired subsequent to September 30, with new enrollees having the same option as in 1 above.
 - 8.1.3.5.3 Until the bank reaches 75 days and/or as the number of days falls below 75, new days shall be added from a list of members on a rotating basis from the top of the list downward. The list shall be established by 1) alphabetical order: top to bottom or initial enrollees, 2) new members added to the top of the list as they enroll and more to the bottom of the list as they contribute.
 - 8.1.3.5.4 All contributions shall be irrevocable.
- 8.1.3.6 Participating members may use up to 7 days if they contributed 1 day; 10 days if they contributed 2 days.

8.1.3.7 Members with less than 3 years employment in the District are limited to the use of 3 days.

8.1.3.8 The District agrees to donate 50 days to start the sick bank.

8.2 Annual sick leave shall be granted to each unit member at the rate of sixteen days per annum, four days of which may be used as personal business upon notification to the administration each year. Accumulation of sick leave shall be limited to 200 days. For an illness which extends beyond five consecutive days, a physician's certificate may be required by the administration.

8.2.1 For teacher aides, the District shall provide the benefit of Section 41-j of the New York State Retirement and Social Security Law (Section 41-j allows teacher aides to apply up to 165 sick days toward his or her retirement). Upon retirement, the District shall provide a teacher aide with written documentation that it has applied for the 41-j benefit on behalf of the member and the number of days that were applied toward that teacher aide's retirement benefit.

The District will pay for unused, accumulated sick leave days upon retirement for any teaching assistant with at least 10 years of service at the rate of \$35 per day up to a maximum of 165 sick days.

8.2.1.2 An employee's unused personal leave shall roll into his or her unused sick leave accruals at the end of each school year.

8.3 Personal business days may be used for personal business that must take place when school is in session.

8.4 If a personal day needs to be taken to extend a vacation period before or after a holiday, one day of four will be allowed, subject to the following restrictions:

8.4.1 In such case the one day allowed shall be counted as a personal day but shall be without any pay. During the given holiday period/holiday (e.g., before or after winter recess) no more than one member may be eligible for this exception. (There will be an effort to make this equitable between buildings.)

8.4.2 These days will be granted on a seniority basis first, and thereafter based on past usage.

8.4.3 The administration reserves the right to grant personal days without penalty before or after a holiday period/holiday for legitimate purposes.

8.5 Three days shall be granted to each unit member in the case of death in the member's immediate family, and the member shall be entitled to utilize any unused personal business days remaining in addition in the case of such death. In the event that a member has no personal business days, he/she shall be entitled to use up to two sick

leave days in the case of such death. Immediate family shall mean employee's spouse, parents, brothers, sisters, children, spouse's parents, grandparents, aunts, uncles, grandchildren, stepchildren, stepparents, nieces, and nephews.

8.6 Serious illness in the immediate family shall be grounds for using sick leave time, but a physician's certificate may be required by the administration.

8.7 A doctor/dentist appointment shall not be automatically deducted from personal leave, rather it shall be at the unit member's option to take the leave as a sick day or as a personal day.

8.8 Extended Leave of Absence

8.8.1 Childrearing Leave

8.8.1.1 Unit members shall be granted unpaid childrearing leave upon written application to the superintendent. Notification must be made at least 90 days before the expected birth of the child. Such leave will begin at a date mutually agreed upon by the unit member and the superintendent.

8.8.1.2 The leave shall not exceed two years and return to duty must coincide with the beginning of a semester. Applications for extensions of childrearing leave must be filed at least three months before the expiration of such leave.

8.8.1.3 A unit member will not accumulate additional leave days during childrearing leave. The Board's approval of childrearing leave, or extension thereof, shall not be reasonably withheld.

8.8.2 Any unit member whose personal illness extends beyond the period of accumulated sick leave may apply to the Board for a leave of absence.

8.8.3 All requests for leaves, extensions or renewals will be applied for and granted in writing.

8.8.4 A unit member on a leave of absence for a year or more shall notify the superintendent of his/her intention to return to service by January 15 of the year of the expiration date of such leave. If the superintendent has not received a notice by February 1, it shall be assumed to constitute a resignation.

8.8.5 Association Leave

The administration shall grant the necessary time off with no deduction of pay or leave to the Berne-Knox-Westerlo Teacher Support Staff of four days aggregate in no less than one-half day increments. If the time is used for the NYSUT Assembly and exceeds four days, the unit members or the association shall be responsible for the payment of substitute unit member salaries for the additional days. However, no more than four substitute days shall be allowed. Written notice will be provided to the building

principal one day prior to the use of such days.

- 8.8.5.1 The Association President shall be permitted the equivalent of one period of release time every other day of the workweek, as to be scheduled by his or her immediate supervisor.
- 8.8.6 Jury Duty. The administration shall grant the necessary time off with no deduction of pay or leave when required to appear for jury duty.
- 8.8.7 Where illness or other commitments require a unit member's absence during part of the school day, approval or permission of the administration will be obtained to leave earlier or arrive later than scheduled.

ARTICLE 9

SUBSTITUTE UNIT MEMBERS

It is suggested that in the event of the absence of a unit member, a substitute unit member will be obtained if possible.

ARTICLE 10

TEACHER/ADMINISTRATION/SUPPORT STAFF LIAISON

- 10.1 If the District continues the P & R Committee (professional practices, responsibilities and rights) in the teachers' agreement and the teachers' association does not oppose such inclusion, the District agrees to include one unit member on such committee.
- 10.2 A Committee on Professional Practices, Responsibilities and Rights (P&R Committee) consisting of the Superintendent and two persons appointed by him and not more than five teachers appointed by the Association and one teacher support staff member appointed by that unit shall meet periodically and discuss policy, professional practices, curriculum design and implementation, scheduling, budget and matters, pertinent in regard to the operation of the school. A written agenda will be developed, if possible, five days prior to district-wide P & R meetings.
- 10.3 The P & R Committee shall meet with the Board during May and November of the school year to review and discuss current school policies and practices. Such meetings may be canceled or additional meetings may be called by mutual consent.

ARTICLE 11

COMMUNICATION

- 11.1 The minutes of all Board meetings shall be available to the secretary of the Association no later than five school days following their approval.
- 11.2 The Unit Member Handbook shall be updated annually and copies furnished to all faculty members.

ARTICLE 12

EVALUATION/DISCIPLINE

- 12.1 The District and the Association agree to set up a committee to establish a just and fair evaluation procedure.
- 12.2 Discipline shall be administered for those employees entitled to protection thereunder pursuant to Section 75 of the Civil Service Law.
- 12.3 Progressive Discipline: Except where the employees actions create a danger to the health, safety or welfare of the staff, students and/or the general public, or create a danger to school district property, the district shall apply principals of progressive discipline for all employees who have completed a six-month probationary term. The parties agree that the penalties for progressive discipline shall be applied to all employees who have completed a six-month probationary period as follows:

First offense	Verbal reprimand
Second offense	Written reprimand
Third offense	Three-day suspension without pay
Fourth offense	Dismissal

This section does not preclude the employer, from time to time, to administer verbal or written warnings or directives. In cases of extreme insubordination, the Superintendent may contact the Union President to discuss the appropriate discipline. The Superintendent and the Union President together may agree to skip steps 1 & 2 of progressive discipline.

- 12.4 Teaching Assistants shall be disciplined in accordance with the New York State Education Law.

ARTICLE 13

REDUCTION IN FORCE OF FULL TIME UNIT MEMBERS

A recall list for full-time unit members shall be maintained. All displaced employees shall be placed on this list. Should a position become vacant or a new position be created, the most senior employee on the recall list shall be notified.

- 13.1 All layoffs will be made in accordance with seniority and New York State Education Law, where applicable.
- 13.2 For purposes of this Article, "seniority" shall be measured from an employee's date of hire.
 - 13.2.1 In the event that layoffs are required, the District will try to ensure that unit members are employed by the District in other positions for which they are qualified.
 - 13.2.2 Laid off teacher aides shall be on the recall list for four (4) years. Laid off teaching assistants shall be on the recall list for seven (7) years.
 - 13.2.3 Laid off employees have the right to refuse an opening without penalty, loss of pay, or being removed from the recall list.
 - 13.2.4 A recalled employee keeps the salary he/she had at time of layoff (does not start over) when rehired.
 - 13.2.5 A recalled employee keeps the same insurance benefit when rehired.
 - 13.2.6 A laid off employee maintains his/her seniority while out of work, but does not accrue additional seniority until rehired.

ARTICLE 14

DUES DEDUCTION/AGENCY FEE

- 14.1 **Dues Deduction**
 - 14.1.1 The Board agrees to deduct from the salaries of its unit members dues for the Berne-Knox-Westerlo Teacher Support Staff and to transmit the monies as soon as possible to the Association.
 - 14.1.2 The Association shall certify to the Board in writing by the end of the second week of school the current rate of the membership dues.
 - 14.1.3 The total annual membership dues shall be deducted in equal installments, beginning with the first pay period in October. No later than September 30, the Association shall provide the Board with a list and the signed original dues

deduction authorization cards for those new members who have voluntarily authorized the Board to deduct dues for the Association.

14.1.4 The Board shall, following the final pay period of each month beginning in October, transmit the total amount so deducted to the Association. The transmittal shall be accompanied by a listing of members for whom deductions have been made and the amount deducted for each.

14.1.5 The form to authorize dues deduction shall be supplied by the Association.

14.2 Agency Fee

14.2.1 Each unit member who fails, voluntarily, to acquire or maintain membership in the Association shall be required, beginning on the 30th day following the beginning of such employment (or discontinuance of membership) or the execution date of the agreement, whichever comes later, to pay the Association a service charge as a contribution toward the negotiations and administration of the agreement and the representation of such employees. The service charge shall be the same amount and payable at the same time as the Association and its affiliates' regular dues and shall be deducted by the District from the employee's pay in accordance with this article of the agreement.

14.2.2 The Association affirms that it has adopted the procedure for the refund of agency fee deductions as required by §208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section.

14.2.3 Agency fee shall not be required for per diem substitutes.

14.3 Benefit Trust

14.3.1 The District agrees to provide payroll deduction for the NYSUT Benefit Trust.

ARTICLE 15

PERSONNEL FILES

Unit members shall have the right to examine their personnel files; however, letters of recommendation shall be excluded therefrom. Said unit members, upon examination, should have the right to place in said file a response to anything therein that they deem derogatory. It is also understood that the member may share the contents of said file with counsel and/or representative of the Association.

The District shall immediately provide an employee with a copy of any written material placed in his or her personnel file.

ARTICLE 16

MANDATORY PROVISION

The following provision is required by Section 204a of the Civil Service Law:

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

ARTICLE 17

RETIREES

- 17.1 Employees who retire from the District, and who meet the requirements of Section 17.5 if they were hired subsequent to June 30, 1994, shall receive the same health and dental benefits that they had upon retirement.
- 17.2 All health and dental insurance benefits for the 2000-2003 contract shall accrue to retirees who shall retire after the effective date (July 1, 2000) of the 2000-2003 agreement.
- 17.3 All health and dental insurance benefits for the 1997-2000 contract shall accrue to retirees who shall retire after the effective date (July 1, 1997) of the 1997-2000 agreement.
- 17.4 Further, said retirees retiring between July 1, 1991 and June 30, 1994 shall be provided for the maximum health and dental insurance benefits provided for in the 1991-1994 agreement.
- 17.5 All members of this bargaining unit hired subsequent to June 30, 1994 shall be required to work for a ten-year period of time to be eligible for the benefits contained in this section.

ARTICLE 18

HEALTH AND DENTAL BENEFITS

- 18.1 Effective July 1, 2014 unit members utilizing the Empire PPO health insurance plan shall only pay the premium share as set forth in Article 18. Employees may utilize other health insurance plans offered by the District, but in addition to the premium share set forth in Article 18 shall be responsible for paying for the difference in total price between the Empire PPO and the other plan. The difference may be deducted from an employee's bi-weekly paycheck.

The District shall make health insurance rates for the following year known to employees as soon as possible.

The School District reserves the right to change the base health insurance plan and/or provider of health insurance coverage provided pursuant to this provision a maximum of once during the term of this Agreement, so long as such new plan/provider provides comparable insurance to the benefits being replaced. Comparable shall mean that the coverage is substantially the same. The School District shall provide notice to the Association at least thirty (30) days before any such change and provide the Association with the opportunity for input.

If a change in the base health insurance plan requires a unit member to change doctors, the District agreed to pay for any uninsured costs of medical record transfer.

- 18.1.1 The phrase "pre-2004", as used within Article 18, shall refer to all employees hired before July 1, 2004. The phrase "post-2004", as used within Article 18, shall refer to all employees hired after July 1, 2004.

The parties agree that these calculations shall not include nesting.

Beginning July 1, 2014 each member will contribute the following toward the cost of his or her health insurance premium:

Pre-2004 Individual:	4.5%
Pre-2004 Two-Party:	10.75%
Pre-2004 Family:	12%
Post-2004 Individual:	6.5%
Post-2004 Two-Party:	14.5%
Post-2004 Family:	16%

- 18.1.2 Beginning July 1, 2015 each member will contribute the following to the cost of his or her health insurance premium:

Pre-2004 Individual:	6%
Pre-2004 Two-Party:	12.25%
Pre-2004 Family:	13.5%
Post-2004 Individual:	8%
Post-2004 Two-Party:	16%
Post-2004 Family:	17.5%

18.1.3 Beginning July 1, 2016 each member will contribute the following to the cost of his or health insurance premium:

Pre-2004 Individual:	7.5%
Pre-2004 Two-Party:	13.75%
Pre-2004 Family:	15%
Post-2004 Individual:	9.5%
Post-2004 Two-Party:	17.5%
Post-2004 Family:	19%

18.2 The Board shall provide a basic dental plan with riders A, B, C and D and shall contribute 100 percent of the individual premium and 75 percent of the family premium.

18.3.a The unmarried spouse and otherwise eligible dependent children of a unit member, who retires after June 30, 1999 with twenty or more years of active District service and subsequently dies, shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.

18.3.b The un-remarried spouse and otherwise eligible dependent children of a unit member, who dies after June 30, 1999 and who, at the date of death, had completed twenty or more years of active District service and is eligible for retirement under the Employees' Retirement System, and/or Teachers' Retirement System shall be permitted to continue coverage in the Health Insurance Program with payment at the same contribution rates as required of active employees for the same coverage.

18.4 Prescription drug insurance shall carry a \$4.00 co-pay for Tier I generic drugs, a \$14.00 co-pay for all Tier II preferred brand name drugs, and a \$24.00 co-pay for all Tier III non-preferred brand drugs. The District shall continue to offer mail-order prescription drugs, permitting employees a co-pay of a two month (2) supply for every three months purchased.

18.4.1 The District shall make available, at no cost to its employees, the ability to purchase prescription drugs through a CanaRx option. The co-pay for drugs acquired by employees through CanaRx shall be \$0.

18.5 Upon immediate retirement, pursuant to the New York State Employees Retirement System and/or Teachers' Retirement System, with 15 years of service to the District, employees will be offered the opportunity to continue health, drug and dental insurance coverage with the District.

Employees who want to utilize an individual plan and have between fifteen and nineteen years of service in the District shall pay 15% of the annual premium. Employees who

want to utilize an individual plan and have twenty or more years of service in the District shall pay the premium percentage in effect at the time of retirement.

Employees who want to utilize a two person or family plan and have between fifteen and nineteen years of service shall pay 25% of the annual premium. Employees who want to utilize a two person or family plan and have 20 or more years of service in the District shall pay the premium percentage in effect at the time of retirement.

- 18.5 The parties agree to establish a joint health insurance committee (consisting of no more than four District appointed and four Association appointed individuals). This committee shall have the responsibility of reviewing additional health insurance plans to be offered by the District. The goal of this committee is to make recommendations which will be implemented no later than July 1, 2004.
- 18.6 Unit members employed by the District prior to July 1, 2004 will be offered the opportunity to enroll in any health insurance plans offered by the District at the same premium contribution rates at the time that the member elects to change plans. These employees may not change plans more than once per calendar year.
- 18.7 Any employee who retires and is unable to secure coverage through the then existing plans will be reimbursed for the premium of another plan up to the cost of the District sponsored health insurance which would normally be afforded the retiree, upon presentation to the District of proof of coverage.
- 18.8 The parties acknowledge that the District will be self-insuring its prescription drug plan and dental plan at no loss of benefits to members of the unit.
- 18.9 Unit members may receive a yearly stipend for waiving health coverage under a District sponsored health insurance plan as follows.

Effective for the 2013-2014 school year, eligible unit members and retirees shall receive a yearly stipend in an amount equal to 50% of the cost of an individual premium, for the least expensive health insurance plan offered by the District, for waiving coverage under in accordance with the following:

- (a) Unit members opting to receive a stipend must demonstrate that he/she has health insurance coverage from another source;
- (b) The unit member must notify the business administrator in writing on or before June 1st of each school year immediately preceding the school year in which the waiver will be in effect (newly hired employees shall have until September 1st).
- (c) Payment shall be made by the District to the member or retiree on or before July 15th of the subsequent fiscal year in which coverage is waived. Any member who has waived health insurance coverage pursuant to this article and subsequently elects to have such coverage reinstated shall notify the Business Administrator in writing. Reinstatement may occur on July 1st or January 1st, the open enrollment periods made available by the District. Any unit member who leaves the employment with the District or waives health insurance coverage for

less than an entire year (July 1 to June 30) shall receive a pro rata share of the available stipend.

- (d) New employees hired in midyear will receive a prorated portion of this stipend if they elect to waive coverage.
- (e) New members will be informed of this option upon choosing their health insurance benefits.

ARTICLE 19

JOB DESCRIPTIONS

All job descriptions will be tied into the Teacher Support Staff Handbook according to contract.

ARTICLE 20

VACANCIES AND OPENINGS

20.1 Notification of Job Posting

- 20.1.1 The Superintendent shall inform the president of the Association of all vacancies and openings including the effective date of the opening, the nature of the assignment, salary by contract and date of appointment. The District agrees to give notice of vacancies to the Association president at least two weeks before the position is to be filled. The position shall be posted in all buildings. Vacancies and openings will be filled according to seniority and qualifications. The District shall offer any vacancy to a unit member who was placed on a recall list prior to a new hire. For the duration of this agreement, however, vacancies shall be filled by the most qualified individual. If the candidate is not qualified to fill the vacancy, seniority shall not be considered. These two (2) sentences shall sunset on June 30, 2010 and parties shall revert back to prior language unless otherwise agreed.

20.2 One on One Aides Job Descriptions

- 20.2.1 When an employee is hired as a one-on-one aide, the following terms and conditions of employment shall be made known to the employee prior to his/her hiring:
 - 20.2.1.1 The parties recognize that from time to time the District will hire persons in the capacity of one-on-one aides. One-to-one aides will work specifically with one student. In the event the student leaves the district, the aide will have the right to first refusal of additional work that becomes available in which the aide is qualified.
 - 20.2.1.2 The District, however, agrees to guarantee the aide employment for the semester after 30 days on the job. In the event the student to whom the aide is assigned leaves, the District will assign the aide work in which the aide is qualified.

- 20.2.1.3 In the event of absence of the assigned student, the one-on-one aide will be assigned by the building administrator alternative duties on that day. The one-on-one aide will also report to the building administrator on conference days for the day's assignment.
- 20.2.1.4 Training will be provided for one-on-one aides as necessary.
- 20.2.1.5 The Association president shall be notified of one-on-one teacher aide new hires and dismissals.
- 20.2.1.6 A job description will be developed for each individual one-on-one aide with the teacher aide and the CSE/CPSE person. A copy will be given to the Association president.

ARTICLE 21

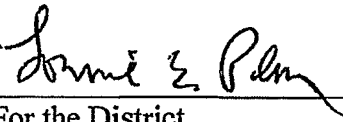
DRESS CODE

- 21.1 Unit members agree to dress in a clean, neat and modest manner. The District prefers that employees limit wearing blue jeans where possible, but does understand that blue jeans may be appropriate attire for certain duties (bus duty or supervising crafts activities for example) as well as "dress down" days. ("dress down" days should be approved by the District)

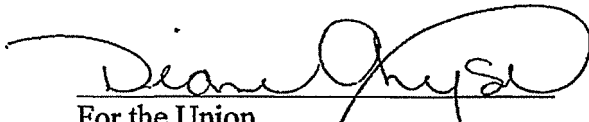
ARTICLE 22

DURATION OF AGREEMENT

- 22.1 This Agreement shall be effective July 1, 2010 to June 30, 2018.



 For the District
 Lonnie Palmer, Interim Superintendent



 For the Union
 Diane Chrysler, BK/WTSS President

3/27/14
 Date

3/28/14
 Date

MEMORANDUM OF AGREEMENT

This Agreement, made this 1st day of December, 2014, by and between the BERNE-KNOX-WESTERLO CENTRAL SCHOOL DISTRICT ("District") and the BERNE-KNOX-WESTERLO TEACHER SUPPORT STAFF ASSOCIATION ("Association") is as follows:

WHEREAS, the District and the Association have previously entered into a collective bargaining agreement covering the period July 1, 2010 through June 30, 2018; and

WHEREAS, the parties' collective bargaining agreement did not specifically address part-time employees; and

WHEREAS, the District and the Association have entered into negotiations to agree upon the definition of a part-time employee and to clarify the terms and conditions of employment applicable to part-time employees under the parties' collective bargaining agreement;

NOW, THEREFORE, the District and the Association, having resolved these issues, mutually agree as follows:

1. Definition

A part-time employee is defined as an employee in the unit who is regularly scheduled to work twenty (20) hours or less per week.

2. Workload

Part-time employees shall work as scheduled.

3. Salary

Salary and longevity under Article 7 of the collective bargaining agreement shall be pro-rated for part-time employees. Longevity shall be pro-rated based on the number of hours worked by a part-time employee divided by 38.75 hours. For example, a part-time employee working twenty hours a week shall receive 51.6% (20/38.75) of the longevity earned by a full-time employee with the same years of service.

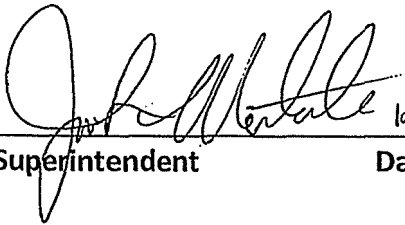
4. Leave

Each sick and personal day shall be pro-rated based upon the length of the employee workday. For example, a part-time employee working twenty hours a week shall receive 51.6% (20/38.75) of the leave accruals earned by a full-time employee with the same years of service.

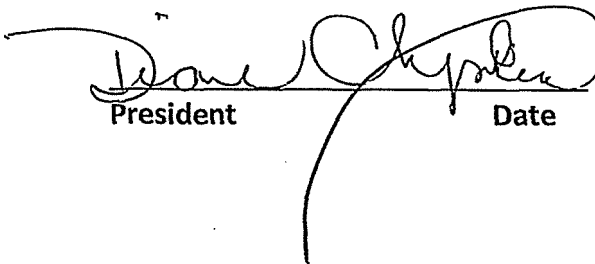
Longevity Memorandum of Agreement

1. The Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teacher Support Staff (the "Association") are parties to a collective bargaining agreement for the term of July 1, 2010 to June 30, 2018 (the "Agreement").
2. Article 7.3 of the Agreement sets forth the longevity stipend to be paid to unit members. This Memorandum of Agreement clarifies and supersedes the language of Articles 7.3.1, 7.3.2, 7.3.3, and 7.3.5.
3. Article 7.3.1 shall now state the following: "Unit members with 10 years of continuous service to the District will be paid a longevity stipend of \$1000 on base salary in each subsequent year of employment with the District."
4. Article 7.3.2 shall now state the following: "Unit members with 15 years of continuous service to the District will be paid a longevity stipend of \$1500 on base salary in each subsequent year of employment with the District."
5. Article 7.3.3 shall now state the following: "Unit members with 20 years of continuous service to the District will be paid a longevity stipend of \$2000 on base salary in each subsequent year of employment with the District."
6. Article 7.3.5 shall now state the following: "Payment of longevity shall be incorporated into bi-weekly paychecks. Neither a break in service due to a reduction in force nor a break due to approved leave (such as maternity leave) shall constitute a break in continuous service for longevity purposes. Unit members who are hired and appointed as full-time 1:1 bus aides shall receive a longevity stipend based on his or her original date of hire. Such service as a full-time 1:1 bus aide shall be deemed continuous if the unit member is reappointed every school year, or takes another position within the unit."
7. The parties agree that violations of this Memorandum of Agreement are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary.

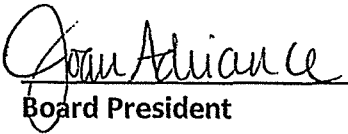
BERNE-KNOX-WESTERLO C.S.D.

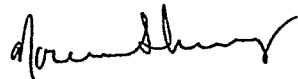

Superintendent Date

BERNE-KNOX-WESTERLO TEACHERS
SUPPORT STAFF


President Date

BERNE-KNOX-WESTERLO C.S.D.


Board President Date



NOTICE
OCTOBER 05 07 15

Memorandum of Agreement

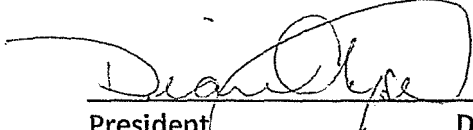
1. The Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teacher Support Staff (the "Association") are parties to a collective bargaining agreement for the term of July 1, 2010 to June 30, 2018 (the "Agreement").
2. The District previously established and implemented the use of video surveillance cameras at various points and locations inside and outside of the District Elementary School and District Secondary School without objection from the Association. At this time, the District has expressed its intention to install additional video surveillance cameras. Locations for video surveillance cameras include, but are not limited to, the cafeterias, gymnasiums, and hallways in both school buildings.
3. The parties acknowledge that the cameras are placed in and outside of the school buildings to monitor potential health, security and safety issues. These cameras will be placed in areas where there is no expectation of privacy and may be used to follow up on complaints from staff, students, or the community, which may include discipline in accordance with the parties' collective bargaining agreement and law.
4. The parties agree that the data generated by such systems and devices, in either real-time or archived, shall not be utilized as a primary timekeeping or time recording function, and shall not be used as primary evidence of a unit member's tardiness or lateness.
5. Additionally, the parties agree that video surveillance equipment and/or cameras are not intended for and will not be used for classroom observations of unit members. For the purposes of this paragraph, the word "classroom" shall be defined as any work area in which a unit member is providing instructional service to a student.
6. The parties agree that violations of this Memorandum of Agreement are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary. The parties further agree that, in the absence of a breach of this Memorandum of Agreement, the Association waives its right to file an improper practice charge asserting that the District has "failed to negotiate" in connection with the installation of video surveillance cameras.

BERNE-KNOX-WESTERLO C.S.D.

BERNE-KNOX-WESTERLO TEACHERS
SUPPORT STAFF



Superintendent 5/29/14
Date



President 5/30/14
Date

Memorandum of Agreement – Individual Coverage for retiree health insurance

1. Article 18.4 of the 2010-2018 collective bargaining agreement between the Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teacher Support Staff ("TSS") sets forth that, "employees who want to utilize an individual plan and have twenty or more years of service in the District shall pay the premium percentage in effect at the time of retirement."
2. The parties agree that employees hired on or before July 1, 2004 that have twenty years or more of service in the District shall pay 3.75% of the annual premium for individual health insurance coverage in retirement, provided that such employee retire from the District on or before June 30, 2017.
3. This Memorandum of Agreement shall sunset on June 30, 2017.
4. The parties agree that violations of this Memorandum of Agreement are subject to the grievance procedure set forth in the Agreement.

 1/29/14

DISTRICT

Date

 1/29/14


UNION

Date

Memorandum of Agreement

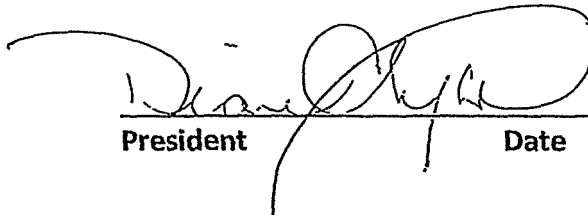
1. The Berne-Knox-Westerlo Central School District ("District") and Berne-Knox-Westerlo Teacher Support Staff (the "Association") are parties to a collective bargaining agreement for the term of July 1, 2010 to June 30, 2018 (the "Agreement").
2. The parties agree that summer school positions for unit members, which shall take place outside of the regular academic school year, shall be posted in accordance with Article 20 of the Agreement. The District shall retain any and all rights regarding the hiring of these positions as set forth in the Agreement and Civil Service Law.
3. Unit members who are hired to work summer school positions shall be paid at his or her hourly rate of pay, as set forth in Article 7.4 of the Agreement and in effect as of the July 1 immediately preceding the summer school assignment.
4. The parties agree that violations of this Memorandum of Agreement are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary.

BERNE-KNOX-WESTERLO C.S.D.



Superintendent 6/10/14
Date

BERNE-KNOX-WESTERLO TEACHERS
SUPPORT STAFF



President 6/10/14
Date

MEMORANDUM OF AGREEMENT

THE AGREEMENT, by and between the BERNE-KNOX-WESTERLO CENTRAL SCHOOL DISTRICT (the "District") and the BERNE-KNOX-WESTERLO TEACHERS SUPPORT STAFF (the "BKWTSS"), entered into this 19th of June, 2012:

WHEREAS, The District is altering the student bell schedule effective with the 2012-2103 school year, and

WHEREAS, the BKWTSS collective bargaining agreement contains a work schedule which it contends conflicts with the proposed bell schedule, and

WHEREAS, the District and the BKWTSS wish to reach an agreement on this potential dispute without the need to resort to the Parties' grievance process.

IT IS NOW, THEREFORE AGREED as follows:

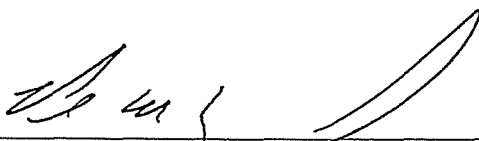
1. For the 2012-2013 school year only, the parties agree to amend the first sentence of Article 6.1 of the 7/1/2006 to 6/30/2010 Collective Bargaining Agreement, which currently remains in effect, to read, in relevant part, as follows:

"The length of the workday (Monday through Thursday) shall be seven hours, specifically 7:45 a.m. to 2:45 p.m. and the workday for Friday shall be 7:55 a.m. to 2:40 p.m."

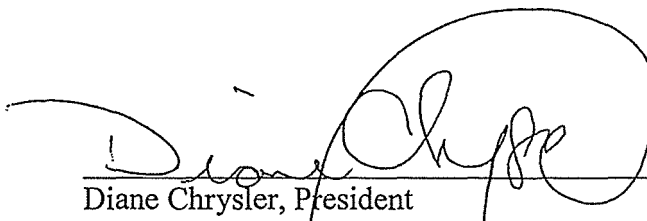
2. The parties agree that the language change set forth in this Agreement shall sunset on June 30, 2013 and will revert back to the current first sentence of 6.1, unless the parties otherwise agree in writing.

DISTRICT:

BKWTSS:



Dr. Paul Dorward, Superintendent



Diane Chrysler, President

Memorandum of Agreement between the Berne-Knox-Westerlo CSD and the Berne-Knox-Westerlo Teacher Support Staff Unit

9/3/2013

1. The BKW CSD and the BKW Teacher Support Staff unit agree that (in order of most senior to least senior) Christine Hayden, Domenica Wagoner, Cheri Garry, and Tara Clickman are the four least senior of the permanent classroom aides, and will therefore be laid off if/when the District implements the plan discussed with the union on August 20, 2013. The four affected individuals will be placed on a recall list for four years as per Article 13.2.2 of the Agreement, in the order listed above.


2. All four individuals will be offered positions as 1-1 aides, in the order listed above and in accordance with Article 13.2.1 of the Agreement. If an employee accepts the offer of a 1-1 aide in a temporary position, they will still remain on the recall list for a permanent position in the event that a position becomes available. The union requests a copy of the final recall list after all 1:1 aide positions have been filled, within a few days after the first day of school.

3. The remaining 1-1 aide positions have been posted in-house. Applicants have been asked to submit letters of intent by 8/27. Interviews will be held 8/28 and 8/29. The union will be permitted to have a representation at interviews. The positions will be filled with a start date of 9/3.

4. The parties has agreed to waive the two-week posting requirement set forth in Article 20.1.1 of the Agreement, due to the uniqueness of the situation. It is a one-time waiver based on this particular situation.

5. The four laid off individuals will be contacted for an in-face meeting on either 8/22 or 8/23, where it will be explained that:

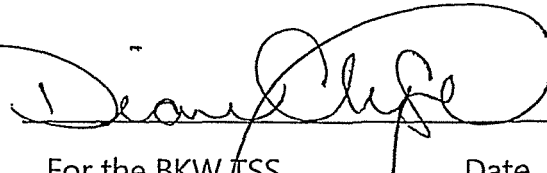
- a) they have been laid off;
- b) they will be offered 1:1 aide positions, and
- c) they will be placed on a recall list as per the Agreement.



For the BKW CSD

9/3/13

Date



For the BKW TSS


9/4/13

Date

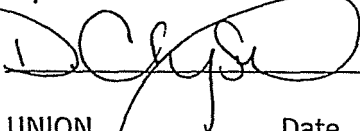
NOREEN SHUNNEY
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. NO. 01SH6058308
COMMISSION EXPIRES 05/02/15

Memorandum of Understanding

1. The parties recognize that Article 6.1 of the Agreement specifies that the length of the workday for members of the Berne-Knox Westerlo Teacher Support Staff (hereafter "BKWTSS") shall be seven hours. Additionally, the parties recognize that the hours of work may be modified only by written agreement between the parties.
2. On or about August 20, 2013 the Berne-Knox Westerlo Central School District (hereinafter "District") posted for eleven temporary 1:1 teacher aide positions within the District. Two of the posted positions were for ten and one half hour (10.5) daily positions, for a total of fifty two and one half hours (52.5) weekly. One of the posted positions was for eight and one quarter hour (8.25) daily positions, for a total of forty one and one quarter hours (41.25) weekly. The other eight posted positions were for seven hour (7) daily positions, for a total of thirty five hours (35) weekly.
3. With respect to the three posted positions assigned to work more than thirty five hours weekly, the parties acknowledge that a written agreement is necessary pursuant to Article 7 of the Agreement in the form of this Memorandum of Understanding.
4. The parties agree that the individuals employed in the three positions will be paid at their salaried level for the first thirty five hours of work on a weekly basis.
5. Employees in the three posted positions shall be paid the greater of either a) their salaried level as broken down into an hourly rate based on a thirty five hour workweek, as agreed upon the parties; or b) eight dollars (\$8.00) an hour, for all hours worked between thirty five and forty hours a week.
6. Employees in the three posted positions working more than forty hours a week shall be paid time and a half, based upon their salaried level broken down into an hourly rate, as set forth in Paragraph 5 of this Memorandum of Understanding.
7. This Memorandum of Understanding shall sunset and expire on June 30, 2014 school year. It may be renewed or modified pursuant to agreement between the parties for the 2014-2015 school year.
8. The parties agree that violations of this Memorandum of Understanding are arbitrable, and a grievance may be filed through the grievance process as set forth in the Agreement and heard before an Arbitrator if necessary.



DISTRICT Date



UNION Date

