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COLLECTIVE BARGAINING AGREEMENT

Between

**THE SUPERINTENDENT OF SCHOOLS FOR THE
BRIGHTON CENTRAL SCHOOL DISTRICT**

and

**THE BRIGHTON EDUCATIONAL PARAPROFESSIONAL
ASSOCIATION**

Effective July 1, 2011 through June 30, 2014

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PREAMBLE

This Agreement is between the Superintendent of Schools for the Brighton Central School District (hereinafter "District") and the Brighton Educational Paraprofessional Association (hereinafter "BEPA" or "Association"), affiliated with the New York State United Teachers, AFT, AFL-CIO (NYSUT).

ARTICLE I **RECOGNITION**

1. The District recognizes BEPA as the sole and exclusive bargaining representative for all full-time and part-time persons employed in the "Teaching Assistant" certification area, the Civil Service titles of "Teacher Aide" and "Greeter" and including those full-time and part-time paraprofessionals employed in the lunchroom, but excluding those employed as security guards and bus monitors, and excluding all supervisors, all temporary, substitute and casual employees and all other employees of the District.

2. The District agrees to deduct the membership dues of the Association, on a bi-weekly basis, beginning with the first paycheck in October and continuing through June, provided that unit members execute the appropriate authorization form. The Association agrees to indemnify, defend, and save the District harmless from any and all claims or liability arising out of the deduction of Association dues. Dues deducted by the District shall be forwarded to the Association on a bi-weekly basis.

ARTICLE II **MANAGEMENT RIGHTS**

1. The District retains the sole right to manage its business and services and to direct the working force: to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge employees; to hire, lay off, assign, transfer, promote and

determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; to promulgate and enforce rules and regulations for the conduct of employees, provided advance notice is given to the Association so that any impact thereof can be subject to bargaining; subject only to such specific limitations governing the exercise of the foregoing and any other rights the District may have as are expressly provided for in this Agreement.

2. In the event that the District exercises its right to subcontract or otherwise transfer work which was previously performed exclusively by bargaining unit members, the Association will be given twenty-one (21) calendar days notice, when practicable, prior to implementation of such decision. The Association shall then have the right to demand and enter in negotiations over the impact of this decision.

ARTICLE III **GRIEVANCE PROCEDURE**

1. A grievance is defined as a claimed violation of a specific provision of this Agreement.

2. A unit member having a grievance shall have the right to discuss the matter and attempt informal resolution with his or her supervisor, with or without Association representation, prior to the time such grievance is formally filed in writing. This informal resolution is not required, and it does not excuse a failure to follow required time limits.

3. A written grievance must be filed within twenty-one (21) calendar days of its occurrence, or the grievance shall be deemed waived and shall not be further processed. The written grievance should be filed with the immediate supervisor, and a copy should be provided to the District's Assistant Superintendent for Administration.

4. The immediate supervisor will investigate the matter and will provide the unit member with a written answer within fifteen (15) calendar days of the submission of the written

grievance. If the unit member is not satisfied, he/she may appeal the grievance in writing to the Assistant Superintendent for Administration, provided the appeal is made within ten (10) calendar days after the immediate supervisor's decision.

5. The Assistant Superintendent for Administration will investigate the matter and will conduct an informal hearing. He/she shall render a written decision within ten (10) calendar days following his/her receipt of the written appeal.

6. If the grievance remains unresolved, it may be appealed by the unit member, with the consent of the Association, to the Superintendent, by filing a written appeal within five (5) calendar days after the decision of the Assistant Superintendent for Administration. The Superintendent will review the matter and issue a decision within fifteen (15) calendar days.

7. If the Association and the unit member are not satisfied with the Superintendent's decision, a written request for arbitration shall be submitted to the Superintendent and PERB within ten (10) calendar days. The decision of the Arbitrator shall be final and binding and it shall conform to the provisions of this agreement and to applicable laws. Discipline and discharge matters shall not be subject to grievance/arbitration, but shall be governed solely by the Civil Service Law. (See Section #9 below). The costs and expenses of the Arbitrator shall be shared equally.

8. All grievances shall be processed so as not to interfere with the work responsibilities of unit members, and all grievance hearings will be held outside of regular working hours, except by mutual consent, without additional compensation.

9. Upon the granting of tenure to a Teaching Assistant, any and all disciplinary matters shall be in keeping with procedures defined in New York State Education law Section 3020-a.

ARTICLE IV **EMPLOYEE DEFINITIONS**

1. Full-time paraprofessionals are defined as those unit members who are regularly scheduled to work all school days and at least thirty (30) or more hours per week for the entire school year.

2. Part-time paraprofessionals are defined as those unit members who are not full-time, but who are regularly scheduled to work all school days and at least twenty (20) hours per week during the entire school year; they shall be entitled to coverage under the contract and to those fringe benefits which are specifically made applicable to them pursuant to the provisions of this Agreement. Paraprofessionals who are regularly scheduled to work between fifteen (15) and nineteen (19) hours per week during the entire school year shall be members of the bargaining unit and covered by this Agreement. These unit members shall not be entitled to any benefits, except that those hired prior to January 1, 1995 shall be entitled to paid holidays for those days they otherwise would have been regularly scheduled to work.

3. Temporary employees are defined as those whose term of employment is expected to be temporary and who are not scheduled to be employed for longer than one full school year. Substitute employees are defined as those who have been employed in order to perform the work of an employee who is on leave of absence. Casual employees are those persons who are regularly scheduled to work less than fifteen (15) hours per week, or less than five (5) days per week during the school year, or whose employment and hours are subject to fluctuations depending on the needs of the District. Temporary, substitute and casual employees are not members of the bargaining unit and are not covered by this Agreement; their terms and conditions of employment are the prerogative of the District.

4. A full-time unit member who has prior service as a temporary or casual employee, shall not receive any credit for such prior service for any purposes except for service immediately prior to becoming a full-time unit member, as described in Section 7 below.

5. A substitute who is filling a position and is then hired to fill the same position on a permanent basis, where there is no break in service, the substitute will receive the following retroactive contractual benefits only: the difference between full-time and substitute pay retroactive to the first day of substitute work, seniority retroactive to the first day of substitute service.

6. If a part-time paraprofessional is asked to serve in an extended full-time position, the paraprofessional is entitled to the full-time benefit for sick, personal, bereavement and holiday days during the time he/she is working the full-time hours.

7. Temporary Teaching Assistants will be given the right of first refusal for their positions if they are made permanent for the next school year, provided their performance is satisfactory for the current school year. Once the temporary Teaching Assistants are made permanent they will receive seniority for their time as temporary employees toward their BEPA Career Award benefit and will be able to carry any remaining sick leave from their temporary service into their permanent service with the District. The District will make every effort to inform the Association of the creation of any temporary position(s) that may involve bargaining unit titles prior to the posting of the positions.

ARTICLE V **HOLIDAYS**

1 . In order to receive holiday pay, an eligible unit member must be actively at work on the work days immediately preceding and following the holiday. A unit member can request that, due to extenuating circumstances, he/she be paid for a holiday, even if absent on the day preceding or following the holiday. The request must be approved by the immediate supervisor and the Assistant Superintendent for Administration.

2. Current full-time unit members will be paid for the following holidays:

Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day'	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

3. Part-time unit members will be paid for any of the above holidays, provided that they would otherwise have been regularly scheduled to work on that day.

ARTICLE VI
SICK LEAVE

1. Eligible unit members shall be granted ten (10) days of sick leave per year, cumulative to one hundred eighty (180) days.

2. Sick days are accumulated on a monthly basis (one per month). They are credited in advance each year in September, except that new unit members shall receive pro-rated credit based upon their start date. A unit member who terminates for any reason who has utilized more sick days than actually earned will have the excess deducted from his/her final pay, or will be otherwise required to reimburse the District.

3. Sick leave may be used for necessary absences caused by the personal illness of the unit member. In addition, the current year's sick leave allotment (ten days per year) may also be used for sickness in the immediate family which is defined as spouse, parent, brother, sister, child, grandparent, or grandchildren, by blood, marriage or legal adoption – excluding uncles, aunts, nephews, and nieces who are blood relatives, unless they are living in the same house as the employee. Also, in discretion of the District, accumulated sick leave may be utilized for sickness in the immediate family.

4. Voluntary Sick Leave Bank

- a. All unit members who have depleted their sick days following a prolonged illness or disability are eligible to apply the Sick Leave Bank. This will allow a staff member who is without sick days due to a prolonged illness or disability to be compensated for an occasional sick day during the remainder of the school year.
- b. A written request for use of sick leave from the bank must be submitted to the Association President, who will then forward it to the District's Administrator of such Sick Leave Bank.
- c. A unit member who has been denied use of sick leave from the bank may submit a written request for an appeal before the superintendent of schools, whose decision will be final and binding.
- d. At the beginning of each school year, the District shall give the Association President a report as to the use of the Sick Leave Bank in the previous year and the

number of days remaining in the Bank.

- e. When the number of days in the Bank drops below fifteen (15), all members who have minimum of twenty-five(25) accrued personal sick days may make a voluntary contribution of a maximum of five(5) days towards the Bank.

5. Sick leave shall not be used for doctors' appointments or similar matters, which must, whenever possible, be scheduled outside of normal working time. The District may request medical verification of any illness which extends for three (3) or more consecutive working days.

6. Under unusual circumstances, additional sick time may be granted following a request to the Superintendent. The Superintendent's decision is within his sole discretion and is not subject to the grievance and arbitration procedure.

7. Further sickness allowance shall be extended to full-time unit members who have exhausted their sickness allowance, yet who are unable to resume their regular duties following a prolonged illness or disability. This allowance shall provide to the employee 70% of normal earnings, for one year (365 days) from the first day of a disabling illness or accident. The 70% obligation of the District shall be reduced by any payments the employee is receiving from other legally required plans such as Workers Compensation, Social Security, or State compulsory disability plans. The intent of this provision is to afford income protection during a prolonged illness or disability and is not intended to provide additional benefits for casual and/or short term illness. (For long term disability see Article IX, page 11.)

ARTICLE VII

PERSONAL OBLIGATIONS

1. An eligible unit member (20 hours or more per week) will be allowed up to three (3) working days per year absence without loss of pay for compelling personal obligations. In extenuating circumstances, the Superintendent may grant a member additional personal days beyond the allotted three. The decision is in the sole discretion of the Superintendent and is not subject to the grievance and arbitration procedure.

2. Personal days may be taken in either half day or whole day increments.

3. Personal days may not be utilized to extend any holiday or recess period, either alone or in conjunction with other leaves. In extenuating circumstances, the Superintendent may allow a member to use a personal day to extend a holiday period. A reason must be provided when requesting a personal day before or after a holiday. The decision is in the sole discretion of the Superintendent and is not subject to the grievance and arbitration procedure.

4. A written request for a personal day must be submitted at least five (5) working days in advance, or as soon as the need is known.

5. Personal leave may be taken only for those compelling personal obligations which cannot, after demonstrated good faith efforts, be scheduled outside of normal working time. If, in the District's judgment, it is not appropriate to grant paid personal leave time, the request may be denied, or the unit member may be granted unpaid time off.

ARTICLE VIII **BEREAVEMENT LEAVE**

1. An eligible unit member (20 hours or more per week) shall be entitled to receive up to a maximum of five (5) days off (3 days for unit members working 15-19 hours per week) without loss of pay for the death of a member of the immediate family which is defined as spouse, parent, brother, sister, child, grandparent, or grandchildren, by blood, marriage or legal adoption – excluding uncles, aunts, nephews, and nieces who are blood relatives, unless they are living in the same house as the employee.

2. Unit members are eligible for paid leave unless they are not attending the funeral or other services, functions or activities related to the death.

3. In extenuating circumstances, the Superintendent may grant a member additional bereavement days beyond the allotted five. The decision is in the sole discretion of the Superintendent and is not subject to the grievance and arbitration procedure.

ARTICLE IX

INSURANCE BENEFITS

I. Health Insurance

1. The District shall make available to eligible employees participation in the Blue Point 2 Select, Extended and Value HMO plan. If the insurer (Excellus Blue Cross/Blue Shield) makes any changes in the benefit and/or coverage offered to the corresponding community plan (not as a rider) such changes shall apply to the corresponding Blue Point 2 Benefit Plan contract. If the District is interested in changing benefits that are not either equivalent to or greater than the community rated plan, the District will negotiate such changes with the Association.

2. Effective July 1, 2007 – The District will pay 70% of the annual costs of Blue Point 2 Select or 80% of the annual costs of Blue Point 2 Value for full-time employees. After 10 years of full-time service the District will pay 80% of the premium for the Blue Point 2 Select and 90% of the premium for the Blue Point 2 Value. If a full time employee selects any other plan, he/she shall be responsible for the difference in the premium between the plan chosen and 70% of Blue Point 2 Select (or 80% of Blue Point 2 Select after 10 years of service).

3. Full time staff hired prior to July 1, 1981, are eligible for 100% of district-paid Blue Point 2 Select plan. If enrolled in any other plan, the district will pay up to 90% of the annual cost of the Blue Cross/Blue Shield and major medical premiums.

4. Part-time staff hired on or after July 1, 1997, are not eligible for health benefits. Health benefits for part-time staff hired prior to July 1, 1997 are based upon the date of hire and provided in accordance with the following:

Prior to July 1, 1981

Blue Cross/Blue Shield - Single - 50% District/ 50% Employee
Family - District pays 35% of add'l cost for family
Major Medical - District pays 100%

Between July 1, 1981 and June 30, 1984

Blue Cross/Blue Shield - Single - 50% District/ 50% Employee
Family - Employee pays additional cost
Major Medical - District pays 100%

July 1, 1984 - June 30, 1997

Blue Cross/Blue Shield - District pays \$21.89/month

Major Medical - District pays \$10.16/month

5. If two spouses work in the District and receive insurance coverage pursuant to enrollment in the plan by one spouse, which continues upon retirement, and if the spouse enrolled in the plan predeceases his or her spouse, the surviving spouse can continue participation in the health insurance plan that he or she was eligible for at the time of retirement.

6. Unit members who are enrolled in a district health or dental plan but then drop the plan may enroll in a comparable plan at anytime they are still eligible.

7. The District shall provide a long-term disability plan available to all full-time unit members. Such insurance coverage shall provide for the continuation of 70% of the salary of any employee carrying the insurance beginning one year after the first day of disability and continuing throughout the permanent disability or the lifetime of an individual disabled by accident and until age 65 for an individual permanently disabled by illness. The District shall pay the cost of premiums for eligible employees who elect to participate for up to \$50,000 of salary.

8. Effective December 1, 1997 – All full time unit members who elect dental coverage shall be responsible for 10 % of the dental premium. A dental surgery rider will be made available in the dental plan if the unit member is not enrolled in a major medical plan.

II. Health Insurance At Time of Retirement

1. As a further provision of this plan, the District shall continue the District's health insurance plan for employees who retire on superannuation, provided they have served the school district for a period of not less than ten years and are at least 55 years old. For retirement purposes only, part-time service will count as one half year of credit.

2. Each full-time year counts as one year of credit. The District will continue to carry health insurance for retired employees, as stated above in Article IX (I), with family as well as

individual coverage, but individual coverage may not be changed to cover a family after retirement. At the time of retirement the eligible employee will continue to pay his/her share of the cost. Upon the death of the employee, all District contributions shall cease.

3. Unit members who are enrolled in a district health or dental plan but then drop the plan may enroll in a comparable plan at anytime they are still eligible, including after retirement. Unit members who are eligible for insurance at the time of retirement but have never enrolled, may enroll at that time or at any time after retirement. If the re-enrollment is after retirement, it must be at the same level of contribution in effect at the time the paraprofessional retired.

4. Retirees who establish a permanent residence outside of the Rochester Blue Cross/Blue Shield coverage area shall be entitled to district contribution toward health insurance purchased in their retirement locale. Reimbursement will be limited to the extent of the contribution that the retiree would have otherwise been entitled. Reimbursement shall be made directly to the retiree on a semi-annual basis in July for the previous January to June and in January for the previous July to December. Proof of coverage and payment must be submitted with the request for reimbursement. If the retiree cannot rejoin the group health plan if they relocate to the Rochester area, the employer will reimburse the retiree, as above, for other health insurance coverage.

III. Retirement Systems

1. **Employees' Retirement System** (Teacher Aides) - Membership in the Retirement System is optional for part-time employees and/or 10 month employees. The Board will underwrite the cost of the Improved Career Retirement Plan under the terms and conditions of the New York State Employee's Retirement System as provided in Section 75G of the Retirement and Social Security Law. It will also provide optional coverage, Section 41-J, which is the application of unused sick leave as additional service credit upon retirement. The maximum credit towards retirement is determined by the Retirement System.

2. **Teachers' Retirement System** (Teaching Assistants) – Membership in the Retirement System is optional for part-time employees.

IV. Flexible Spending Plan

1. All unit members shall have whatever premium share, if any, sheltered in a flexible spending account unless they elect otherwise in writing.

V. Medical Reimbursement

1. The District has established a medical reimbursement plan for members of the unit (30 hours or more per week). Medical reimbursement shall be \$600 per year for the life of this agreement.
2. When an employee leaves the District, any unused portion of the employee's fund shall continue to be available to the employee for un-reimbursed medical expenses.

ARTICLE X **PROFESSIONAL DEVELOPMENT**

1. Unit members will be paid for attendance at any workshops approved by the District for which attendance is required.
2. A series of workshops shall be offered through the Teacher's Center. These workshops will be chosen collaboratively with the Teacher's Center and BEPA and must be approved by the Assistant Superintendent for Administration. The District will pay any fees and expenses for attendance at the workshops. All unit members are entitled to regular hourly rates of pay for attendance.
3. Unless scheduling does not permit, a workshop day will be established annually, the planning for which will be developed by staff and approved by the District. The District shall pay for the cost incurred for workshop presenters and events.
4. Full-time paraprofessionals shall be eligible for tuition reimbursement for job related

courses pre-approved in the discretion of the District.

5. The District will fund the cost of one Association representative to attend one conference per year related to paraprofessional duties if the District determines that the agenda items will benefit the professional growth of its paraprofessionals.

6. The parties agree to the creation of a 20-hour Professional Standards Program in which the Association and the District would agree on in-service workshops to be developed. The District will pay for all presenters and materials used for the workshops. The unit members will be paid his or her hourly rate to attend workshops. Unit members who choose to participate in this program will be entitled to a one-time stipend of \$100 upon completion of the 20-hour program.

7. One half in-service day will be required of all new paraprofessionals prior to the opening of school. The paraprofessionals will be paid his/her hourly rate for attendance.

ARTICLE XI **WORK SCHEDULES AND VACANCIES**

1. The hours and days of work shall be established by the District, as determined by the needs of students. Work schedules will normally be based on student attendance days from September through June, although the District may require employment before and after the regular school year on an hourly or daily basis. Unit members will be provided with the tentative starting and dismissal time for their regular work day.

2. Unit members will be notified by July 1 of whether the District intends to re-employ them beginning the following school year.

3. Notice of vacancies in unit positions will be posted in each school building, and a copy provided to the Association President. Once a vacancy is posted, unit members will be allowed five school days in which to apply for an open position. The District will not make a final hiring determination before the five-day period has expired. A recommendation cannot be made

until all internal candidates who submit their letter of interest within the 5 school days of posting have been interviewed.

4. (a) If both internal and outside individuals apply for a vacant position, and all other qualifications are equal, the internal applicant will be selected to fill the position.

(b) If two internal candidates apply for a vacant position, and if the hiring decision will be made between the two, and all other qualifications of the candidates are equal, the candidate with more years of bargaining unit service with the District will be selected to fill the position.

(c) The decision regarding whether all qualifications are equal in the Paragraphs 4(a) and (b) above is in the sole discretion of the District and is not subject to the grievance and arbitration procedure. The unit member may appeal the decision to the Superintendent.

5. Unit members will be compensated by regular hourly rate for any and all meetings beyond the regular workday which they are approved and required to attend. Such meetings may include, but are not limited to, faculty meetings, open houses, conferences, etc.

6. Overtime. Unit members will receive overtime pay, time and one half of their hourly rate, for any work over 32.5 hours in a workweek, or their regularly scheduled workweek, whichever is greater. Work performed in excess of 30 hours per week and less than 32.5 hours per week is not subject to overtime. The following types of activities are excluded from overtime: participation in the PSP program, faculty meetings, open house, staff development workshops and conferences, committee meetings, parent teacher conferences. Unit members whose regularly scheduled work week is greater than 32.5 hours will not receive overtime until they work more than their regularly scheduled workweek and engage in work for which they are entitled to be paid overtime.

A week is defined in accordance with the pay period established for the district's fiscal year. The unit member needs district approval before engaging an overtime activity.

7. On an individual basis a Teaching Assistant will be provided additional time during the

day, or extending the day, where an identified need exists, is supported by the building administrator and a written request approved at central office.

ARTICLE XII

EVALUATION

1. The performance and conduct of unit members will be evaluated at least once per year during the first two (2) years of employment.
2. After two (2) years of employment, unit members will be evaluated every third year.
3. The District will inform unit members of problems or concerns relating to their performance or conduct. During non-evaluation years, a unit member will be entitled, upon request, to a conference to discuss any work related concerns.
4. The District may perform more frequent observations and evaluations of unit members.
5. Unit members will be provided with a copy of the District's evaluation, and they will have the right to a conference regarding the evaluation and to respond in writing.
6. Probationary Periods (Teaching Assistants) – Traditional probationary periods are effective for three years from the original appointment date to a full-time position. Teacher Aides hired by the District prior to September 1, 2002 who have converted to a Teaching Assistant position prior to February 2, 2004 will serve a probationary period through August 31, 2005. Teacher Aides hired on or after September 1, 2002 who converted to a Teaching Assistant position prior to February 2, 2004 will serve a three-year probationary period beginning with their original Teacher Aide hire date. Teaching Assistants hired or Teacher Aides who convert to a Teaching Assistant position after February 1, 2004 will serve a three-year probationary period beginning with the date of hire as a Teaching Assistant

ARTICLE XIII

SALARY AND CAREER AWARD

The contract basis for salary will be over 21 equal payments beginning with the first pay, which is the second pay date in September, provided the paraprofessional worked at least two weeks prior to their first paycheck.

All unit members returning to work in September 2011, 2012 or 2013 will have their hourly rates increased as follows:

2011-12	2012-2013	2013-2014
2.0%	2.0%	2.0%

Starting rates will be as follows for the years of the contract:

	2011-12	2012-13	2013-14
Teaching Assistants	\$9.31	\$9.40	\$9.49
Teacher Aides	\$9.04	\$9.13	\$9.22

New hires with prior years of experience of comparable paraprofessional duties will be considered for a rate of pay higher than the starting salary.

A career award will be paid annually to staff members working 25 hours or more upon completion of the following years of service:

10 years	\$450
15 years	\$500
20 years	\$550
21 years	\$600
22 years	\$650
23 years	\$700
24 years	\$750
25 years	\$800
26 years	\$825
27 years	\$850
28 years	\$875
29 years	\$900
30 years	\$925
31 years	\$975
32 years	\$1,000
33 years	\$1,025
34 years	\$1,050.

These awards will be payable in total with the first pay period in December, or upon termination. Any portion of the first fiscal year of employment shall count as one year.

ARTICLE XIV
UNPAID LEAVE

1. Unit members may be granted an unpaid leave of absence (without loss of accrued benefits), not to exceed twelve (12) months, in the discretion of the Board of Education, upon the recommendation of the Superintendent of Schools. This leave may be granted for child care or other purposes. If such a leave is granted, it shall be without pay, benefits, or accrual of seniority.

2. Requests may be made for additional unpaid leave time beyond one year. The decision is in the sole discretion of the District and is not subject to the grievance and arbitration procedure.

ARTICLE XV
SCHOOL CLOSING

1. Unit members will not be required to report to work when schools are closed for weather or other emergency. Paraprofessionals will be paid for the first two days school is closed.

ARTICLE XVI
PERSONNEL FILES

1. Upon request and with reasonable advance notice, unit members will be entitled to review the contents of their personnel file, except for information that is provided on a confidential basis, and to place in their file a written response to any materials critical of conduct or performance. While the District is required to withhold documents that have been provided on a confidential basis, it is understood that a unit member is not responsible for responding to any such allegations until she or he has been

sufficiently apprised of the circumstances involved. The unit member will be advised if any written materials that are critical of, or complain of the unit member are placed in the unit member's personnel file.

ARTICLE XVII
MISCELLANEOUS

In its discretion, the District may grant unit members the use of tuition waivers which have not been utilized by the members of the Brighton Teachers' Association.

Unit members who have been terminated as the result of a reduction in force, and who are rehired within one school year thereafter shall have their previous service counted for purposes of benefit eligibility and salary considerations.

3. The District shall be entitled to designate school buildings, properties and vehicles as "smoke and tobacco free."

4. Each unit member will be provided with a copy of this Agreement.

5. Upon three (3) days' advance notice, the Association President or designee shall be given release time up to the equivalent of three (3) working days, and up to five (5) days release time during a negotiations' year, whenever necessary to carry out the duties and functions required of the office. The Association President can request additional release time as needed. The final decision regarding release time is within the sole discretion of the District and not subject to the grievance and arbitration procedure.

6. The District will reimburse eligible unit members for approved adoption expenses up to \$2,500 (pro-rated for part-time) as set forth in the adoption benefits outline.

ARTICLE XVIII
MAINTENANCE OF STANDARDS

1. It is agreed that the wage rates and fringe benefits provided to unit members through this Agreement shall not be reduced unless through negotiations with the Association.

ARTICLE XIX **JOB SECURITY**

1. The District's rights and obligations with respect to the discipline or discharge of Teacher Aides and Greeters will be governed solely by the applicable provisions of the Civil Service Law.

2. When a layoff is being implemented, the selection of the Teacher Aides(s) and Greeters to be laid off will include factors such as the particular assignment being impacted and the skills, training, prior experience, performance and attendance of the unit members under consideration. All other factors being equal, the final determination for layoff shall be seniority. The decision regarding whether all other factors are equal is in the sole discretion of the District and is not subject to the grievance and arbitration procedure.

Laid off teacher aides and greeters will be recalled by seniority (last laid off, first recalled) to an assignment they are qualified for, which includes an assignment the unit member has previously held or another position as determined by the District.

3A. Seniority for Teacher Aides and Greeters shall be defined as the length of continuous service since the last date of hire. Seniority shall apply to all unit members, but shall be pro-rated for those who work less than full time. Seniority for Teaching Assistants is determined by New York State Education Law.

3B. All Teaching Assistants converted under certification regulations prior to February 2, 2004 will share a January 26, 2004 seniority date. Ties among all teaching assistants who share the same seniority date of January 26, 2004 will be broken by original date of hire.

4. If the District intends to change a unit member's work location, or implement a modification in hours, it will provide the unit member and Association with an

opportunity to discuss the reasons for such change, prior to any modification being implemented.

5. If the District involuntarily reduces a full-time unit member to part-time status (at least 20 hours or more per week), that unit member shall remain entitled to the health and dental insurance benefits available to full-time unit members for the length of the unit member's service on a full-time basis, but not to exceed two (2) years. When a full-time unit member position becomes available the involuntarily reduced part-time unit member will be recalled to the available position.

6. Unit members (20 hours or more per week) who have not reached the minimum standards required for the disciplinary procedures under the Civil Service Law may appeal the imposition of the discipline in writing to the Assistant Superintendent for Administration or his/her designee. The appeal must be received within three (3) school days of the imposition of the discipline and contain a statement of the reason or reasons why the unit member feels the discipline should be modified. The determination of the Assistant Superintendent for Administration or his/her designee shall be in writing, will be final and is not subject to the grievance and arbitration procedure.

ARTICLE XX

JURY DUTY

1. Staff called for jury duty shall receive their salary less the amount of jury fees for days when they would have otherwise been scheduled to work.

ARTICLE XXI

MENTOR ASSIGNMENTS

1. One (1) mentor will be assigned per building and receive a \$550 stipend. All work is to be conducted outside the paraprofessional workday.

2. The building principal will choose the mentor with input from the paraprofessional unit.

3. The mentor role is not to observe paraprofessionals.

ARTICLE XXII **DURATION AND CHANGES**

1. The provisions of this Agreement shall be effective on July 1, 2011, and it shall continue in full force and effect through June 30, 2014. Unless either party gives sixty (60) days' written notice prior to the expiration of this contract of its desire to modify or terminate said Agreement, this contract shall be renewed for a one-year period and successively for one-year periods until such written notice is provided.

2. This Agreement shall constitute the full and complete commitments between 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 and signed amendment to this Agreement.

3. This Agreement shall be applied and interpreted in a manner consistent with the policies of the Board of Education, but in case of a direct and specific conflict, the provisions of this Agreement will prevail.

4. In the case of a conflict between this Agreement and any individual agreement or understanding, the specific requirements of this Agreement shall take precedence.

5. Should any provision of this Agreement be deemed invalid or illegal by a court of competent jurisdiction, then such provision shall be deemed null and void, but the remainder of this Agreement shall continue in full force and effect.

6. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING

THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL
THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

BRIGHTON CENTRAL SCHOOL DISTRICT

BRIGHTON EDUCATIONAL
PARAPROFESSIONAL ASSOC.

By: _____
Superintendent of Schools

By: _____
Association President

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