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#### **Contract Database Metadata Elements**

Title: **Bloomfield Central School District and Bloomfield Support Personnel Association (2013)**

Employer Name: **Bloomfield Central School District**

Union: **Bloomfield Support Personnel Association**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **4899**

Unit Size:

Number of Pages: **27**

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# Agreement

between the

**BLOOMFIELD SUPPORT PERSONNEL ASSOCIATION**

and the

**SUPERINTENDENT OF SCHOOLS**

of the

**Bloomfield Central School District**

**July 1, 2013 – June 30, 2016**

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**This Agreement**, made as the result of collective bargaining between the parties, pursuant to the Public Employees Fair Employment Act, is entered into as of July 1, 2013, by and between the Superintendent of Schools, East Bloomfield Central School District, and the Bloomfield Support Personnel Association, as follows:

The parties have agreed to the following terms and conditions of employment work procedures, standards, and practices, which will be in effect from July 1, 2013 through June 30, 2016.

**ARTICLE 1**  
**Recognition**

A. Recognition

The Bloomfield Central School Board of Education, having determined that the Bloomfield Support Personnel Association is supported by a majority of the personnel in the East Bloomfield Central School District, hereby recognizes the Bloomfield Support Personnel Association as the exclusive negotiating agent for the non-teaching personnel in this unit (bus drivers, mechanics, custodians, cleaners, cooks, food service workers, office secretaries, teacher aides, teaching assistants, nurses, custodial workers, computer services assistants, maintenance mechanic, auto mechanic/bus driver, bus monitor, school monitor, senior computer services assistants, groundskeeper and any other non-teaching personnel employed by the Board of Education of the Bloomfield Central School, except all substitutes other than permanent substitute teachers, who are included in this unit, and; the Payroll Clerk; District Treasurer; Secretaries to the Superintendent, Business Administrator, Director of Curriculum and Assessment, and Director of Pupil Personnel Services; Director of Facilities & Operations; Head Bus Driver; and Food Service Manager. Such recognition shall extend to the maximum period permitted by the Civil Service Law.

B. LEGISLATIVE IMPLEMENTATION

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

C. Copies of Agreement

Within 60 days after execution of the Agreement, a copy shall be furnished to each unit member. New hires into the unit will thereafter receive a copy from the Business Office at the time of hire, or within 5 working days.

D. No Strike

Pursuant to the requirement of Section 207, 3B, of the Public Employees Fair Employment Act, the Bloomfield Support Personnel Association affirms that it does not assert the right

to strike against the employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

#### E. Employee Definitions

##### Probationary Employee

All newly hired employees and employees transferred to a new position will be on a probationary status for a period of generally 52 weeks beginning on the date of hire or the effective date of the transfer. Before the conclusion of the twenty-sixth (26<sup>th</sup>) week, the new hire's supervisor will prepare and present a written evaluation of the unit member's work, indicating how well that unit member is performing the duties of the position. If an employee has only the number of months worked per year changed, this will, for the purposes of this section, not be considered a transfer and will not require a new probationary period. An employee becomes a regular employee upon successful completion of the probationary period and the supervisor has submitted a written evaluation attesting to the successful completion of probation.

##### Regular Employee

A regular employee is one who has satisfactorily completed the probationary period and who is hired in a position with an expected retention of twelve months or longer. This person may be assigned a twelve-, eleven-, or ten-month position depending on the position requirements. The position is further defined, as follows:

1. Full-time - An employee who is regularly scheduled to work thirty (30) or more hours per week.
2. Part-time (regular) - An employee who is scheduled to work at least twenty (20) hours per week, but generally will not work thirty (30) or more hours per week.
3. Hourly - An employee who is regularly scheduled to work less than twenty (20) hours per week.

Substitute and temporary employees are excluded from considerations of this Agreement.

## **ARTICLE 2** **Retirement Program**

- A. All eligible employees will be provided coverage under Section 75-i (New Career Plan) and 41(j) (Unused Sick Leave Credits) of the New York State Employees Retirement System, as defined by law.
- B. The District and Association shall meet annually to discuss and explore whether an early retirement incentive is in the best interest of both parties. If so, the parties shall negotiate the details of any incentive and present it in a timely fashion.

**ARTICLE 3**  
**Health Insurance**

- A. Unit employees must, over the course of a school year, work in excess of a minimum of twenty (20) hours per week to be eligible to participate in the District's group health insurance program.
- B. Unit members who were eligible to participate in the District's group health insurance programs as of November 1, 1982, will continue their eligibility even if their scheduled hours are no longer sufficient for them to be considered eligible under paragraph A.
- C. The Base Plan is the Blue Point 2 \$20 co-pay with the \$10/\$25/\$40 prescription rider. For unit members hired with a start date before July 1, 2013 the District shall contribute a dollar amount (prorated by FTE status) equal to 87% and for unit members hired with a start date on or after July 1, 2013, 85% of the Base Plan premium toward the premium of any of the District-offered health insurance plans chosen by the unit member but no more than the full premium of the plan chosen by the unit member. The unit member shall pay the rest of the applicable premium by payroll deduction. If a unit member chooses a plan where the total premium is less than the District's dollar contribution to the Base Plan, the savings will be the District's.
- D. The District shall offer the following health insurance plans to active and retired employees:
- Blue Point 2 \$5 w/ \$5/\$20/\$35
  - Blue Point 2 \$20 w/ \$10/\$25/\$40 Rx rider
  - Healthy Blue \$15/\$25 w/ \$5/\$25/\$50 Rx Rider
  - Healthy Blue \$30/\$50 w/ \$5/\$35/\$70 Rx Rider
- E. For those employees hired after January 1, 1994, who regularly work more than 20 hours but less than 37.5 hours per week, the District will offer the health insurance at pro-rated contribution based on how many hours worked per week. (For example: 22 hours per week divided by 37.5 = .59 – therefore, for such employees hired with a start date prior to July 1, 2013 the District would pay 59% of the 87% of the Base Plan premium cost which equals 53.3% and for such employees hired with a start date after July 1, 2013 59% of the 85% of the Base Plan premium cost which equals 50.2%.)
- F. The District's health care insurance provider for active employees is the Non-Monroe Municipal School Plan. If the District changes the health care insurance provider, the new provider's schedule of benefits is to be substantially similar. In addition, the District agrees to provide the Association with sixty (60) calendar days' advance notice of the effective date of the change in carrier, and the District Superintendent shall meet with the Association representatives to explain the change in carrier and to listen to the Association's comments and suggestions prior to the change in carrier.
- G. The District has instituted flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSA's would have limits on employee pre-tax contribution, i.e., \$2,500 for health care expenses, and up to

\$5,000 for dependent care contributions per year. The plan year will be from July 1 to June 30 with **annual enrollment**. Any surplus left in these individual flexible accounts will be the property of the District and go first to plan administrative costs and losses to the employer with regard to these accounts. Employees must sign up yearly in June of the preceding year.

- H The District shall maintain a Section 105 Health Reimbursement Plan and contribute \$210 per school year to each eligible unit member's account (prorated for partial year). Any unused amount in the 105 plan account of a unit member shall remain in the account of that member. In accordance with the Affordable Care Act (ACA) in order to be eligible for an HRA account a unit member must either be enrolled in a District sponsored health insurance plan or in another group health plan which complies with the ACA (such as a compliant plan sponsored by the employer of the unit member's spouse). The District's HRA plan may be amended as necessary to meet the requirements for integration under the ACA and will include an opt-out and waiver option.
- I The District shall pay \$200 per year per participating unit member toward the cost of dental insurance or at the unit member's option a dental flex spending account. The dental insurance plan will be mutually selected by the District and the Association. The plan year for the dental flex spending account will be from July 1 to June 30.
- J. The District shall continue to contribute fifty percent (50%) of the total premium cost for all unit members who have retired on or before June 30, 2006; for all unit members who retire from the District on or after July 1, 2006, and who have completed ten (10) or more consecutive years of service with the District, the District shall contribute fifty percent (50%) of the Base Plan premium cost up to 100% of the premium cost of the plan chosen by the retired unit member and the unit member shall pay the rest of the applicable premium.

#### **ARTICLE 4** **Paid Holidays**

- A. All full-time, twelve-month employees will receive the following twelve (12) paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Day, and two (2) floating holidays .Floating holidays may be used under one of the following conditions:
  - 1. Individually - If school is not in session for students and the unit member has prior approval by his/her supervisor, an individual unit member may use his/her floating holidays.
  - 2. Collectively by employee group – With the prior approval of the immediate supervisor and superintendent, each employee subgroup may collectively decide when to take their floating holiday(s).

- B. All eleven-month employees will receive the following seven (7) paid holidays: Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and one (1) floating holiday (to be selected by the employees with Board approval, such selection to be made at least thirty days prior to the occurrence of such holiday.)
- C. All ten-month employees will receive three (3) paid holidays, Christmas, Thanksgiving, and Memorial Day.

**ARTICLE 5**  
**Vacations**

- A. All full-time, twelve-month employees will receive the following paid vacation allowances:

- After first year of employment – two (2) weeks
- After fifth year of employment – three (3) weeks
- After tenth year of employment – four (4) weeks
- After eighteenth year of employment – five (5) weeks

In order to adjust vacation allowances to the July 1/June 30 school year, vacation shall be credited as described below:

Employees may not take vacation until one (1) full year of service has been completed. On an employee's first anniversary of employment, he/she shall be credited with a vacation allowance prorated to the July 1<sup>st</sup> following the first anniversary. (For example, an employee who started service as of January 1, 2002, would be credited with one week of vacation on January 1, 2003.)

On July 1 after the first anniversary of employment the employee shall be credited with the full allowance of two weeks plus any part of the pro-rated allowance that has not yet been used. (For example, assume that the same employee used 3 vacation days before July 1, 2003; on July 1, 2003 the employee would have vacation credit of two weeks and 2 days.) Full vacation allowances shall be credited each July 1 thereafter.

The increased allowances which apply after 5, 10 and 18 years of employment will be credited on July 1 of the school year in which the applicable anniversary occurs. (For example, an employee who started service as of January 1, 2002, would be credited with the additional week(s) starting on July 1 of 2006, 2011 and 2019. An employee who started service as of July 1, 2002, would be credited with the additional week(s) starting on July 1, 2007, 20012 and 20020.)

- B. The vacation periods in a school system, which has to operate around attendance days for pupils, must, of necessity, be so arranged as to provide needed staff when school is in operation. Unused vacation time, not to exceed five (5) days, shall be allocated as follows:

1. Up to three (3) unused vacation days may be rolled over to vacation days that may be used the following year. Rolled over vacation days can not accumulate in the employee's bank of vacation days; OR
2. Up to five (5) unused vacation days may be rolled into the employee's personal sick leave accumulation; OR
3. Any combination of paragraphs 1 and 2 as long as the total number of days do not exceed five (5).

**ARTICLE 6**  
**Leaves**

A. Sick Leave Days

The following number of sick days will be granted annually with no loss of pay:

Twelve-month employees – ten (10)

Eleven-month employees – nine (9)

Ten-month employees – eight (8)

Unit members will be allowed to accumulate up to 200 sick days.

B. Family Illness Days

A unit member may use up to five (5) personal sick days from the unit member's sick leave for illness in the immediate family. "Immediate family" is to be defined as parent, spouse, child, brother, sister, or other persons who are members of the unit member's immediate household.

C. Bereavement Leave Days

Funeral leave, of up to three (3) days' absence with pay, will be allowed for each death in the immediate family. This allowance may be extended at the discretion of the Superintendent or designee. "Immediate family" is defined as spouse, child, parent, foster parent, guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other persons who are members of the unit member's immediate household.

Upon a bona fide unit member request, the superintendent may approve the use of bereavement leave for other persons acquainted with the unit member. However, the superintendent's decision can not be grieved.

D. Personal Business Days

1. Personal business days are available to unit members upon two days' advance application on the District form, except in cases of emergency. They are to be used only where the employee is required to be away from his employment for a pressing personal, business, or legal matter which cannot be dealt with during non-working hours, and is a requirement beyond the control of the unit member.

Use of such days for personal, vacation, or family travel, extending a vacation or holiday, or any recreational use is prohibited, and such a statement will be set out on the standard application form.

2. The following number of personal business days will be granted annually with no loss of pay:

Twelve-month employees – four (4) days  
Eleventh-month employees – four (4) days  
Ten-month employees – three (3) days

3. If unused at school year end, personal business days will be converted to sick leave days and added into the unit member's accumulated sick leave total.

#### E. Emergency Closing Days

In the event of an emergency closure before the start of the school day, the District will make its best efforts to notify unit members by way of radio and television announcements, as well as telephone calls as appropriate and possible. When schools are closed due to an emergency weather condition, all regular employees will receive their regular daily wages. If a Supervisor, with the approval of the Superintendent, requires a person to work, she/he will be compensated. The compensation will be calculated as follows:

- Any employee who is NOT required to report to work on an emergency closing day will be paid his/her regular daily wages
- Any employee who is required to report to work on an emergency closing day will be paid the regular rate of pay for each hour worked plus his/her regular wages.

When there is an early dismissal employees will receive their regular daily wages. If safety, as determined by the Superintendent, is not an issue, employees are expected to complete their work day.

#### F. Jury Duty Leave

All full-time and part-time (regular) employees are entitled to receive base pay, plus any applicable shift differential for each scheduled workday excuse to (1) serve on jury duty, (2) appear in a court of law as a subpoenaed witness, except when the employee is a primary party to the legal action or a prospective beneficiary of it, or (3) to attend a legal hearing as requested by the District. Travel Reimbursement payment to the employee for travel expenses is not reimbursed to the District. The employee will present the official notice, subpoena, or summons to his or her supervisor the first working day following receipt.

#### G. Unpaid Leaves

1. Unit members are eligible to make written application to the Superintendent for his or her recommendation to the Board of Education, for extended unpaid leaves of absence for a variety of important reasons, including but not limited to, long-

term illness in the immediate family, political or association service, government service, or any other compelling personal reason. The District may, in its discretion, bearing in mind the long-term functional needs of the District, grant such leave requests for a term of up to two (2) years.

2. Military Leave – Military leave, consistent with law, is provided for any unit member who is called involuntarily to active military service. Said unit member will be entitled to return to a position in the school system as soon as such position is available after discharge from military duty. Credit for compulsory military duty will be allowed for seniority purposes.

#### H. Parental Leave

A leave of absence, not to exceed one year without pay, will be granted for childbearing and/or child-rearing purposes, and will be available only during pregnancy or following the birth or adoption of an infant by a unit member.

1. A written request for unpaid childbearing and/or child-rearing leave will be submitted to the Superintendent as soon as is reasonable.
2. It is understood that a childbearing and/or child-rearing leave of absence may, with the approval of the Superintendent, be commenced earlier than was anticipated by the unit member when unforeseen medical circumstances arise, or upon notification of adoption.
3. The exit date for a unit member taking parental leave will be determined by the unit member's physical ability to perform duties. Such date shall be determined upon the advice of a physician.
4. The period of physical disability because of childbirth shall be certified in writing by the unit member's physician. The unit member shall be paid sick leave benefits only for that period of temporary disability certified by the unit member's physician, provided that the unit member has accumulated sufficient sick leave days to cover the request.
5. Notwithstanding the original terms of the leave, the unit member may return to employment duties after a reasonable notice (15 days minimum) to the Superintendent, and after the attending physician has determined that the unit member is physically able to return to duty.
6. All benefits that relate to sick leave under the terms of this Agreement will accrue to the unit members for the period of physical disability for childbirth. Only benefits that accrue to members on leave of absence without pay under this Agreement will accrue to unit members on childbearing and/or child-rearing leave.
7. The District may, upon the unit member's request and Superintendent's recommendation, grant an extension of parental leave without pay due to unusual circumstances.

8. Probationary unit members who receive parental leave will continue their probationary term upon return to duty.

I. Unpaid Leave Periods – Rules

During an unpaid leave interval, the unit member will maintain, without accrual or addition, accrued sick leave and seniority to the date of leave commencement. Persons on unpaid leave will be eligible to maintain their membership in the school system's health insurance group, provided that they maintain timely payment of 100 percent of the premium cost for their coverage during the leave period. No credit for seniority or salary schedule purposes shall accrue to individuals while on long-term unpaid leave for any reason. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to employee upon employee's return, and employee shall be assigned to the same, or a substantially equivalent, position which employee held at the time said leave commenced. All extensions or renewals of leaves shall be applied for, and granted, in writing.

**ARTICLE 7**  
**Sick Leave Bank**

- A. The purpose of the Sick Leave Bank is to provide Income Protection in the case of illness, injury or disability. The "Sick Leave Bank" (SLB) was established, effective July 1, 2003. The SLB will provide eligible SLB members with full compensation for up to one hundred (100) work days starting 20 work days after the first day of illness, injury or disability. During the 20 work day waiting period the member will be required to use his/her own accrued leave benefits (sick and vacation) or be charged with unpaid medical leave days prior to accessing SLB days. The SLB will be administered by the Association.

B. SLB Administration

1. SLB will be administered by SLB committee in consultation with the superintendent. However, the SLB Committee's decision shall be final.
2. The SLB committee will designate a chairperson and meet as necessary to review requests.
3. SLB days can only be granted to current contributing SLB members.
4. SLB days can only be granted for purposes of long term member illness, long term injury, or disability.
5. A SLB member will not be able to withdraw days from the SLB until his/her own sick leave is depleted.

6. A member who has filed a Worker's Compensation claim is entitled to use the SLB under the same terms and conditions as any other member until such time as an award is made. If a member receives an award, s/he will reimburse the District and the District will reimburse the SLB the appropriate number of days.
7. The SLB committee shall require doctor's evidence of illness, injury or disability necessitating use of the SLB. The SLB committee has the authority to review a member's request and ask for additional documentation, especially for requests beyond twenty-five (25 days). After receiving the required documentation, SLB committee will process the application within five (5) school days.
8. Additional SLB days may be granted in extenuating circumstances with the approval of the SLB committee.
9. The decisions made by the SLB committee cannot be grieved.
10. The SLB committee will evaluate this process annually and provide a report with proposed recommendations to the BSPA president and BCSD superintendent.

#### C. SLB Maintenance

1. All unit members enrolled in the SLB at the end of the school year (June 30th) will remain enrolled unless they indicate otherwise in writing to the SLB committee chairperson by June 25th, effective for the next school year. Any unit members who were not enrolled during the school year will be enrolled by contributing two (2) sick days unless he/she indicates otherwise in writing to the SLB committee chairperson by June 25<sup>th</sup>, effective for the next school year. Any unit member not enrolled in the SLB will receive no sick leave bank income protection for the ensuing year. Any SLB member who leaves the SLB cannot withdraw the days that s/he has already donated.
2. Beginning July 1, 2004, the District will contribute up to (ten) 10 days per year to the SLB for each unit member who has reached their maximum number of accumulated sick leave days (200) to help maintain the SLB.
3. SLB information shall be given to new hires by the District personnel office. Each new hire will have fifteen (15) business days from his/her date of hire to decline SLB participation by indicating such decision in writing to the chairperson of the SLB Committee. If the new hire does not decline, he/she will be automatically enrolled and will have two (2) days deducted for SLB membership.
4. The SLB Committee will provide an updated member list to the BCSD on or about October 1st, February 1st and July 1st of each school year. Likewise, the District will regularly notify the SLB committee whenever it contributes days or days are transferred from a unit member to the SLB.

5. The SLB Committee will perform an annual audit after July 1<sup>st</sup> to determine the status of the accumulated sick days available to members.
6. Whenever the number of SLB days' available drops below fifty (50) days during the school year, SLB members will be notified and will have deducted one (1) additional sick leave day to replenish the SLB.
7. A unit member may, at his/her discretion, contribute more sick leave days than the required number.
8. After accessing the SLB and returning to work, a SLB member may be advanced five (5) days of personal sick leave if s/he has no sick leave entitlement and makes a written request. Any days granted by the SLB committee will be subtracted from that SLB member's allotment of sick leave days in the following school year.

## **ARTICLE 8**

### **Miscellaneous Provisions**

#### A. Transportation

1. The District may use employees, other than part-time bus drivers, to provide transportation from the Elementary Building to the High School prior to 2:30 p.m. If part-time bus drivers are used, they shall be paid for twenty minutes' work for each day that they provide service.
2. The District may assign part-time bus drivers, as needed, to assist in the transportation of students from the High School to the Elementary School in the afternoon.
3. Regular drivers will have priority over sub drivers when the District assigns end of the year runs and responsibilities.
4. The District may assign employees, other than part-time bus drivers, to any extra driving trip that shall be less than one hour in length.
5. The District may assign non-unit drivers to extra trip driving when students are to be transported using the District's van (or similar type of 2 – 8 passenger vehicle), in addition to the provisions of Article 8 of the collective bargaining agreement. The District will track the assignment of such trips (e.g. duration, destination, mileage) and provide said information to the Association upon request.
6. Where an employee of the District is assigned a duty requiring his absence from the District when the employee shall need lodging, the District shall be responsible for the reasonable cost for such lodging, provided that the employee has received permission, in advance, from his/her supervisor to incur such expense.
7. Employees shall be reimbursed, upon providing an itemized receipt, up to the meal

rate established by the Board of Education at its annual organizational meeting, for trips that are over the lunch (11:00 a.m. to 1:00 p.m.) or dinner (5:00 p.m. to 7:00 p.m.) hour when no complimentary meal is available. No advance approval is necessary in these cases. If problems arise regarding this practice (e.g. no receipt available), the superintendent and president shall meet and resolve the issue.

8. Runs will be paid at the hourly rate of the driver according to a pre-determined number of hours for the run, inclusive of the 30 minutes per day total for pre- and post-trip time. These times are to be adjusted after ten (10) working school days during the last 5 working school days of September and the first 5 working days of October, or if conditions cause a change of route time. Transportation runs shall be rounded to the nearest 1/10<sup>th</sup> of an hour for salary purposes.
9. The District will continue the practice of paying transportation employees on an annual basis with equal installments.
10. Mechanics shall drive buses, if necessary, to meet an emergency situation and regular substitute drivers cannot be obtained in time to meet the need.
11. Seniority of bus drivers will be determined by the number of years employed by the District as a driver under contract.
12. When a vacancy occurs in an existing bus route, or a new route over three (3) hours a day is created, currently employed regular drivers will be given an opportunity to apply for that run. Selection of the driver to fill the vacancy shall be made by the Head Bus Driver and seniority shall be the primary determinant. In any case where a less senior driver is selected, a conference shall be had between the Head Bus Driver, senior applicant, and union representative, so that the supervisor may demonstrate good cause, considering safety, pupil relations, or other relevant factors justifying his/her deviation from the seniority principle. Handicapped and regular runs shall be treated similarly for this purpose.
13. Special and Program Trips – Special trips are intended to mean sports trips, field trips, and other special event trips, program trips include advance scheduled team or group trips, such as bowling club, etc. Program trips may be assigned to one or more drivers on a repeat basis and are not covered by the rotational system set out in #10 below.
14. Equitable Assignment Program: All trips after school and during the day shall be posted on a weekly basis with the following information provided:
  - Date
  - Location
  - Time departing and returning
  - Activity
  - Point of departure

Each driver will sign up only for the trips he or she can and wants to drive. The driver with the most seniority and fewest number of extra run hours will be awarded the trip. Extra run hours will be tracked from time cards on a weekly basis.

Last minute trips will be assigned by the supervisor according to current practice. The trip shall, therefore, be assigned according to the provisions of this section, based on seniority and accumulated extra run hours.

Drivers may choose to take five (5) extra run trips per school year, during which trips a substitute shall be assigned to that driver's regular run. In such cases, the rate of pay shall be the extra run trip rate. The order of selection for these runs shall be based on seniority.

15. Temporary Bus Run: In the event that the District finds it necessary to establish a temporary bus route, such route may be filled by a substitute driver at the discretion of the School District. If the route assignment continues more than twenty (20) school days, it will be deemed a regular run, and the driver will be selected in accordance with sub-section 8 of this Article.
16. Summer runs for Special Needs Students shall first be offered to the driver(s) holding those runs during the school year. Should those drivers decline, the District will offer such runs, in turn, to other drivers in seniority order, as delineated in Section 8 of this Article, until the vacancy(ies) are filled.
17. Drivers assigned to a summer run will be paid a minimum of two (2) hours per day.
18. Mechanics will receive an annual \$100 work boot/shoe allowance. He/she shall comply with all established requirements for receipt submission in order to receive the allowance.

## B. Teaching Assistants

1. The full-time work day for teaching assistants is 7.5 hours (inclusive of a 30 minute duty free lunch). The parties recognize the desirability of having teaching assistants employed in instructional duties rather than duties that could be performed by a teacher aide, but also recognize that all instructional personnel routinely perform administrative duties and that the District retains the right to assign duties as it determines appropriate.
2. The District shall provide at least fifteen (15) hours of professional development opportunities to all teaching assistants annually (July 1<sup>st</sup> – June 30<sup>th</sup>). The timing, location, and content of said professional development opportunities shall be decided by the District after receiving input from the teaching assistants (e.g. survey) and TA representatives. Where appropriate, the District will provide pre-approval for all professional development opportunities that meet the certification requirements of NYS.
3. Attendance at approved staff development opportunities outside of the work day or work year will be paid at \$11.50 per hour of actual class time up to fifty (50) hours yearly.

### C. Clerical

1. Full-time (40-hour per week) secretaries will continue to be permitted to leave the premises one-half (1/2) hour before normal workday end on Fridays and the days immediately preceding a holiday.
2. Eleven-Month Personnel – 12-Month Schedule: Eleven-month secretaries will work during the first two weeks of July and the ten workdays prior to the opening of school, unless the administrator and his/her secretary have set up another mutually agreed-upon schedule. The District will notify each such employee of the summer staffing schedule and the dates when they will report to work over the summer by June 1 of each year.

### D. Custodial / Cleaner

1. The District may appoint a part-time employee to provide custodial/cleaner services for eight-hour shifts each Saturday and Sunday. Full-time custodians/cleaners will be given first opportunity, on a rotating basis, to cover for other custodians and/or cleaners who can not provide coverage when the need for custodial services is beyond the eight-hour day weekend shifts, and
  - a) immediate or unforeseen (e.g. a cleaner calls in 20 minutes before his/her shift to report he/she will be absent) OR
  - b) required for a short duration (e.g. a custodian calls in before his/her shift to report he/she will be an hour late to work).
2. All Monday through Friday overtime will be first offered to full-time custodial staff on a rotating basis.
3. Full-time (40 hours per week) cleaners or custodians who are called in to perform work on a holiday will be paid time and a half (1.5) for the hours worked that day.
4. Full-time (40 hours per week) cleaners or custodians shall receive a \$50 allowance annually to be used to purchase work-related footwear.

### E. Cafeteria

All food service personnel will receive an annual \$100 clothing / uniform allowance. He/she shall comply with all established requirements for receipt submission in order to receive the allowance.

### F. Nurses

1. After pre-approval by the appropriate supervisor, any summer work performed by the nurses shall be paid at his/her regular hourly rate.
2. The District shall provide each nurse with an annual clothing allowance of \$100. He/she shall comply with all established requirements for receipt submission in order to receive the allowance.

## G. All Employees

1. In the event of reductions in staff due to adoption of a contingency budget or changes in District transportation policy, seniority will prevail in retention and/or dismissal of personnel. Assignment of all personnel will remain the prerogative of the District.
2. Temporary Salary Upgrade: Unit members, temporarily assigned by the Superintendent (due to illness or absence other than vacation of the incumbent) to a job title whose duties are compensated at a rate higher than their usual rate will be paid at the higher rate after five (5) consecutive workdays on the temporary assignment.
3. In the event a position is changed from eleven months to twelve months, the employee holding that position will not lose any previously accrued benefits. The years of service spent as an eleven-month employee will be included for the vacation calculations.
4. Any unit member who is called in to perform work during hours which are not normal hours for that employee shall be paid a minimum of two (2) hours' pay. When building checks are assigned by the District, building checks are excluded.
5. In April of each year, the Association and the District will agree upon the work calendar for ten- and eleven-month employees for the following school year.
6. Three (3) Days (equivalent to normal work day) are required each year for staff development purposes. Secretaries, cleaners, custodians, groundskeepers, maintenance mechanics are exempt from this provision.
7. Staff Development Committees: Joint job title staff development committees may be formed by the parties. The charge of the committees shall be to review the contractual staff development program as it now applies to specific job titles and to recommend any improvements to the Superintendent and the Association for consideration. The committees shall include administrative representatives and association members who have similar requirements under the current staff development language. Nothing in this Agreement requires the inclusion of all job titles in the work of the committees.

**ARTICLE 9**  
**Wage and Salary Provisions**

- A. **Wages and Salary Increases.** Beginning on July 1 of each year of this Agreement, the hourly pay rates of returning employees shall be increased as follows:
- 2013-14 1.95% over the 2012-13 rate  
2014-15 1.85% over the 2013-14 rate  
2015-16 1.85% over the 2014-15 rate
- B. **Starting Rates** The starting rates are established for positions which do not have a salary schedule. The starting rates set forth below are the minimum. The District may, at its discretion, establish a higher rate for any new hire.

<b>Job Classification</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Bus Driver (and Extra & Program Trips)	\$14.54	\$14.67	\$14.81
Auto Mechanic	\$15.55	\$15.69	\$15.84
Building Head Custodian	\$16.18	\$16.33	\$16.48
Building Custodian	\$10.35	\$10.45	\$10.55
Teacher Aide	\$9.46	\$9.55	\$9.64
AV Technician	\$12.39	\$12.50	\$12.62
Building Secretary	\$10.86	\$10.96	\$11.06
Principal Secretary	\$12.06	\$12.17	\$12.28
Cook	\$9.93	\$10.02	\$10.11
Nurse	\$19.25	\$19.43	\$19.61
Bus Dispatcher	\$7.82	\$7.89	\$7.96
Monitor	\$8.40	\$8.48	\$8.56
Maintenance Mechanic	\$14.94	\$15.08	\$15.22
Groundskeeper	\$14.94	\$15.08	\$15.22
Computer Service Assistant	\$13.92	\$14.05	\$14.18
Cleaner	\$9.72	\$9.81	\$9.90
Food Service Worker	\$8.48	\$8.56	\$8.64
Teaching Assistants	\$14,035	\$14,165	\$14,296

C. Buildings and Grounds Shift Differential

The shift differential for cleaners who were not receiving the shift differential as of June 30, 2003 will be \$1.00 / hour for the life of the contract. Cleaners who were receiving the shift differential prior to June 30, 2003, will not receive the additional shift differential stated above. He/she will receive only his/her wage rate as indicated on the Salary Profile kept by the District and the Association.

D. Teaching Assistants Staff Development

Attendance at approved staff development opportunities outside of the work day and work year will be paid at \$11.50 per hour of actual class time up to fifty (50) hours yearly.

E. Basis for Payment for Ten-Month Positions within Unit

The basis of payment for the school year is the student calendar, plus paid holidays plus required staff development days, and any other required training (ie. Bus Driver 2-hour refresher courses). An employee is not guaranteed that he/she will work the exact number of hours or days as he/she may resign, retire, be terminated, suspended, leave of absence, or there may be other deductions from hours of work taken through the school year.

F. Eligibility for Pay Increases

Each unit employee hired between July 1 and December 31 of a given school year is eligible for the pay or step increase effective July 1 of the year following the year in which he/she is appointed. Each unit member hired between January 1 and June 30 of a given school year is eligible for the pay or step increase effective the second July 1 after he/she is appointed; however, such unit members will be paid at least the new starting rate or new step 1 rate.

G. Longevity Pay

One-time payments will be made to unit members on an annual basis in December according to the following schedule:

<u>Completed Years</u>	
15 – 24 years	\$150.00
25 years or greater	\$200.00

H. Peripheral Rates

Chaperoning/supervising extracurricular activities	\$11.50 per hour
Shared Decision Making Team	\$11.50 per hour
Drug and Alcohol Testing for bus drivers	\$26.00
Building Check	\$19.00

I. Compensation Time

If an eligible employee is required (and/or volunteers with supervisor approval) to work beyond the forty (40) hour work week, he/she shall be allowed to earn and use “comp time”. The use of “comp time” will require approval by the immediate supervisor and must be used within the next two payroll periods after the time was earned. Otherwise, he/she will qualify for overtime pay.

**ARTICLE 10**  
**Negotiation Procedures**

A. Commencement of Negotiations

During the last school year of the term of this Agreement, negotiation toward a successor agreement shall commence on or about March 15 (unless postponed by mutual agreement) with a first meeting between the negotiating representatives of the parties. At the first meeting, each party shall deliver to the other its complete proposals for change in the successor agreement.

B. Process

During the negotiations process, the representatives of both parties shall be clothed with all necessary authority, and the parties shall each be free to utilize outside consultants, representatives, or other assistance as they deem appropriate. The parties further agree to make available to each other all non-privileged and relevant data and information relating to matters in the bargaining process, upon reasonable request.

C. Binding Agreement

This Agreement may not be modified by the parties except by an instrument in writing signed by both parties. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter covered by this Agreement, and any other matter whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**ARTICLE 11**  
**Grievance Procedure**

A. Definitions

A “Grievance” is a claim by a unit member or the unit, based upon interpretation, application, or alleged violation of the terms of this Agreement.

An “Aggrieved Person” is the unit member or the unit making the claim.

A “Party in Interest” is the unit member, or members, making the claim, and any person, including the Association or Superintendent, who might be required to take action, or against whom action might be taken in order to resolve the claim.

Timely Grievance – A “Grievance” shall only be processed and considered timely if the pre-grievance presentation (Sec. C. 3) occurs within twenty school days of the event, occurrence, decision, or interpretation sought to be challenged or questioned by the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of disputes which may, from time to time, arise, affecting unit members. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits – The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. However, if a decision at any stage or the initial pre-grievance conference is not appealed or held within the time limit specified, the grievance will be deemed to be discontinued, and any further appeal barred absolutely.
2. Year End Grievances – In the event a grievance is filed at such time that it cannot be processed to resolution or process exhaustion by the end of the school year and which, if left unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the time limits set forth herein may be reduced by agreement so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. Level One – Principal or Immediate Supervisor – Pre-Grievance Discussion – An employee with a potential grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the unit’s designated representative, in an effort to resolve the matter informally. The principal or supervisor shall, within five (5) working days of the discussion, deliver a written disposition of the matter to the grievant.
4. Level Two – Superintendent - If the grievant is not satisfied with the disposition of his grievance at Level One (Pre-Grievance level), or if no decision has been rendered within five (5) school days after the presentation of the pre-grievance, he/she may file the grievance in writing with the Association’s Grievance Committee. Within five (5) school days after receiving the written grievance, the Association Grievance Committee shall refer it to the Superintendent of Schools, or determine not to process the claim.
5. Superintendent’s Hearing – Within ten (10) school days after receipt by the Superintendent of a timely filed grievance, he/she shall schedule, on notice to the Association and the administrator(s) involved, a hearing to examine the matter.

The Association will be permitted to produce and examine witnesses and documents, and to file briefs and arguments at, and in support of, such hearing. Within ten (10) school days after the hearing, the Superintendent shall write and deliver to the chairman of the Association's Grievance Committee his/her determination of the matter.

6. Level Three – Full Board Review Hearing – If the grievant is not satisfied with the disposition of his/her grievance after the Level Two determination, or if no decision has been rendered within ten (10) school days after the grievance was heard by the Superintendent, the grievant may, within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was heard by the Superintendent (whichever is sooner), request in writing that the Grievance Committee submit the grievance to a full hearing by the Board of Education. If the Association's Grievance Committee determines that the grievance is meritorious, it may file a written demand for a Board of Education hearing within ten (10) school days after the receipt of a written request by the grievant.
7. Board of Education Hearing – The Clerk of the Board shall schedule the Board hearing upon receipt of a timely written demand from the Association's Grievance Committee for a time within fifteen (15) school days of the date of the demand. At the hearing, the Associations' Grievance Committee chairman and the Superintendent, or the grievant's immediate supervisor shall present, with the aid of such attorneys or representatives as they shall select, their respective cases, including witnesses, exhibits, and documentary evidence. The parties shall have three (3) school days following the hearing to submit any briefs or memoranda. The Board shall decide the matter, and the Clerk shall file the Board's written, final, and binding decision and determination within fifteen (15) school days after the date of the hearing.

#### D. Rights of Employee to Representation

Employee and Association – Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative(s) selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Reprisals – No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

Group Grievance – If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

Written Decisions – Decisions rendered at Level One, and all decisions rendered at Levels

Two and Three of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

Separate Grievance File – All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

## **ARTICLE 12** **Association Rights and Privileges**

### A. Incidental Use of Equipment

When such equipment is not otherwise in use and at reasonable times, after approval of the Superintendent, the Association, after paying the reasonable and actual cost of materials and supplies incident to such use, will be permitted reasonable access, for its own use, of District-owned typewriters, calculators, and duplicating equipment.

### B. Incidental Use of Facilities

The Association may, from time to time, make reasonable use of the District inter-school mail facilities and school mailboxes for the distribution of Association materials, notices, and the like to its membership.

### C. Bulletin Board

The Association will be permitted use of an identified bulletin board space in each school building for the posting of Association notices and announcements.

### D. The Association may request release time when necessary to represent members of the unit in meetings with supervisors that occur during the President's assigned work day.

### E. The Association will be provided a half hour on the first Superintendent Conference Days schedule to communicate with unit members.

### F. The District will notify the treasurer and president of all new hires within ten (10) calendar days of said employee's appointment.

## **ARTICLE 13** **Employment Relationship**

### A. Duties of Non-Certified Personnel

The duties of non-certified personnel shall be primarily support duties within the School

District. In the absence of an emergency, non-certified employees can reasonably expect not to be required to perform duties requiring licenses or certificates not possessed by them.

B. Salary Level

Each employee shall be notified of his/her salary level at the beginning of each school year.

C. Resignation

1. Two weeks' written notice is required for resignation.
2. Accrued vacation time shall be paid, unless two weeks' written notice has not been given.
3. If the full two weeks' notice is not given, accrued vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice required of the resigning employee.

D. Seniority and Job Security

1. "Seniority" is defined as continuous service by an appointed employee with the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns, or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.
2. In the event of a work location or job title reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employee shall be laid off in inverse order of seniority of the employees in the department or job title.
3. In the event that, within one year from the date of his/her layoff, a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid off, or in a lesser classification in the same line of work in the job title or department, a laid-off employee shall be entitled to recall thereto in the order of his/her job title of departmental seniority.
4. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within five (5) workdays from receipt of such notice of recall, the employee shall notify the Supervisor of the department involved, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report to work within ten (10) business days from the date he/she

receives the recall notice, or within such period of time as is set forth in a written extension of time signed by the supervisor of the department or his/her designee. In the event he/she fails to report to work, he/she shall forfeit all his/her seniority and all rights to recall.

E. Applications for Job Openings

Unit members are encouraged to apply to fill vacancies within the bargaining unit. Notices of openings will be posted, except for temporary or emergency assignment, to permit reasonable opportunity for applications to be filed for such vacancy by unit members. Unit members who wish to be considered for any vacancies occurring over the summer recess must file a letter with the Superintendent indicating their areas of interest before the summer recess period begins. Unit members who are unsuccessful applicants for positions will, upon their request, be granted an explanatory interview with the Superintendent or administrator responsible for filling the position.

F. Involuntary Transfer or Reassignment

An involuntary transfer, or reassignment, shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore. In the meeting, upon request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

G. Voluntary Transfer or Reassignment

Employees who wish to transfer to another building or department may file a written statement of such request with the Superintendent, indicating the school or schools or job title to which he/she desires to be transferred in order of preference. Such requests for transfers or reassignments for the following year shall be submitted not later than June 30.

H. Performance Quality Conference

Each unit member shall, at least once each year, have a performance quality conference with his or her supervisor. At that conference, discussion will be had, and the conference will review the unit member's work performance including, but not limited to, work habits, punctuality, attendance record, quality and safety of work product, attitudes, and co-worker relations. The Performance Quality Conference may be held at the work site or in the supervisor's office, or at both locations. Within ten (10) days after the Performance Quality Conference, the supervisor will file a written summary of the conference in the unit member's file, and a copy will be given to the unit member.

The supervisor may hold, at his or her discretion, up to three (3) such PQC's. The written summary of PQC shall be deemed to be the employee's annual performance appraisal for all purposes, and shall include these elements, as appropriate:

1. Strengths of the employee as evidenced during the period since the previous report;

2. Weaknesses of the employee as evidenced during the period since the previous report; and
3. Specific direction as to measures which the employee should take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

#### I. Personnel Records

A unit member shall have the right, upon reasonable request in advance, to review the contents of the personnel file and to make copies of any documents contained therein, except that confidential information, such as employment references, are not subject to employee access. The unit employee shall be entitled to have a representative accompany him/her during such review. The District may, likewise, have a representative present while the employee inspects the contents. No derogatory material shall be placed in a unit member's personnel file without the knowledge of the unit member, shown by his or her initials or signature, indicating receipt of a copy. The unit member may enter a written and dated reply by way of statement, which is to be attached to the material and which is to go in the file.

The District may place many routine items in the personnel file, such as records with regard to leave, vacations, and the like, which do not require notice to the unit member as to their being placed in the personnel file.

#### J. Employee Protection

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
2. The District will reimburse unit members for damaged or destroyed personal property of the unit member where:
  - a. the property was damaged or destroyed in the absence of negligence on the part of the unit member; and
  - b. the property was used in the service of the District, at the District's request; or
  - c. the property in question is clothing or a prosthetic device worn by the unit member during the performance of his duties, is due to an assault.
3. Indemnity – The parties acknowledge their awareness of, and continuing intent to, comply with Education Law, Section 3028.
4. School Nurse Accessibility – Scheduled duty hours of building nurses will be posted on a bulletin board in each building, together with telephone numbers of ambulances, etc., for alternate first aid plans.

**ARTICLE 14**  
**Dues Deduction**

- A. The District agrees to deduct from the salaries of unit members dues for the Bloomfield Support Personnel Association and its affiliates as said unit members individually, voluntarily, and in writing, authorize the District to deduct. Said monies, together with current records of any corrections, shall be transmitted to such person as may, from time to time, be designated by the Bloomfield Support Personnel Association, by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disperse such monies to the appropriate association or associations.
  
- B. The Association named above shall certify to the Superintendent, in writing, the current rate of its membership dues.

**ARTICLE 15**  
**Duration**

The Agreement shall be effective from July 1, 2013 until June 30, 2016

**For the District:**

**For the Association:**

\_\_\_\_\_  
Michael Midey  
Superintendent of Schools

\_\_\_\_\_  
Marion Schultz  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date