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Title: **Brasher Falls Central School District and Brasher Falls School Clerical Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 687 (2016)**

Employer Name: **Brasher Falls Central School District**

Union: **Brasher Falls School Clerical Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **687**

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ORIGINAL

AGREEMENT

BY AND BETWEEN

ST. LAWRENCE CENTRAL SCHOOL DISTRICT

AND

CLERICAL UNIT

TEAMSTERS LOCAL 687

Effective Date: 7/1/2016

Termination Date: 6/30/2020

PREAMBLE:

This Agreement made this August day of 15, 2016, by and between Brasher Falls Central School District's Chief Executive Officer and Board (hereinafter called the "Employer") and Teamsters Local 687 affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union"), is made in order to specify the agreed upon terms and conditions of employment and to promote the mutual interests of the parties and show their respect for each other.

ARTICLE 1 – RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its employees in clerical classifications with the exception of the Superintendent's secretary and Business Office Account Clerk, and positions covered by this Agreement for the purpose of collective bargaining and in compliance with the Public Employees' Fair Employment Act.

ARTICLE 2 - SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3 – UNION SECURITY

3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit.

Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union.

The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

3.3 In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall, as a condition of continued employment, pay the Local Union, the employee's exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, whichever is the latter. New employees, whether full or part-time will commence payment after thirty-one (31) days following the date of employment whether said thirty-one days is consecutive or not.

3.4 When the Employer needs additional personnel, the Union shall be given the equal opportunity with all other sources to provide suitable applicants. However, the hiring of all employees shall be the sole responsibility of the Employer.

3.5 In hiring clerical personnel, the Shop Steward or his/her designee will be provided with the opportunity to interview each applicant for a vacant position. The Shop Steward or his/her designee will provide input to the appropriate Supervisor or Administrator.

3.6 All procedures must be in compliance with Civil Service regulations, where applicable. No provision of this Article shall apply if it is prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provisions may become effective, such additional requirement shall be met first.

3.7 The Employer agrees to make payroll deductions of Union dues when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions were made.

3.8 Agency Fee-Effective July 1, 1981, the District shall deduct from the wage or salary of employees in the bargaining unit of the Teamsters Local Union 687 who are not members of the Union, the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union, in accordance with Chapters 677 and 687 of the Laws of 1977 of the State of New York. The Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 687 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Union maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off.

3.9 In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning Amendments to this Agreement, in accordance with said changes.

No provisions of this Article shall apply in any State to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

ARTICLE 4 – INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5 – MILITARY SERVICE

5.1 Employees enlisting or entering the military services of the United States shall be entitled to such reinstatement rights as may be prescribed by Law in effect at the time such persons made application for reemployment, provided the following requirements are met:

- a. Has not been dishonorable discharged;
- b. Is physically able to do the work;
- c. Reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

5.2 Upon re-employment, a veteran shall be accorded full seniority; however, a veteran, upon re-employment, shall resume employment at no higher place in any training program **than** or job progression program that he/she left to enter service regardless of her/his credited seniority, and she or he shall be paid strictly in accordance with the established pay schedule for the training program or job progression program.

ARTICLE 6 - SENIORITY

6.1 Seniority

Seniority shall be by date of hire. Seniority for any bargaining unit employee shall start after approval and appointment by the Board of Education back to the employee's first day of employment in the classification.

Employer approval shall not be delayed beyond the second regular meeting of the Board of Education after the starting date of the employee in question. This procedure shall apply to any employee who is employed on a regular basis regardless of the number of hours worked per day.

6.2 Probationary Period

All newly hired employees shall be considered probationary for the first six (6) months of employment. It is understood that the Employer shall not use any subterfuge to prevent a new employee from gaining seniority under this provision.

A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures for the first six (6) months of employment. In case of disciplinary action within the six (6) month period, the Employer shall notify the employee and the Union, in writing, of the reasons for the discipline and the action taken. All procedures must be in compliance with Civil Service regulations, where applicable. No provision of this Article shall apply if it is prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provisions may become effective, such additional requirements will be met first.

6.3 Lay-off/Recall

In case of lay-off, employees shall be laid off in reverse order of seniority in the classification and shall be in compliance with Civil Service Law.

In case of recall, employees shall be recalled in order of seniority in the classification and shall be in compliance with Civil Service Law.

6.4 Seniority List

The Employer shall furnish the Union with a seniority list, upon the request of the Union, not more often than once per year.

The Steward shall be notified within four (4) working days, in writing, of any vacancy, newly created positions, or newly hired employees.

6.5 Bidding Procedures

For all vacancies occurring or newly created job openings, the Employer shall:

- a) Post a notice of such vacancies or openings within five (5) regular working days, including a full description of position, starting and ending time, qualifications, job duties, and other pertinent information on such bulletin boards as are necessary to inform all employees, as well as time of posting.
- b) Keep such notice posted for five (5) regular working days.
- c) The bidding poster shall be taken down at the conclusion of the posting period with a copy to the Steward.

The position will be awarded by the Employer representative to the most senior bidder within the posted classification within five (5) regular working days after the next regularly scheduled Board meeting. There shall be a mutual agreement between the Employer and the Union of any extenuating circumstances which might delay or prevent award of the bid. The award shall be effective at the start of the next regularly scheduled work week. If no employee bids, the Employer may fill the vacancy, first giving consideration to applicant(s), if any, recommended by the Union.

d) A trial qualifying period of fifteen (15) working days shall be allowed. The District by notification to the Union steward may extend the qualifying period for a maximum of 15 additional days. In the event a successful bidder does not qualify, she/he shall be allowed to return to her/his former position.

e) Employees who are awarded a bid shall be prohibited from bidding for a six (6) month period, except in those instances where the employee is bidding for a higher paying position for which she/he is Civil Service qualified.

6.6: Qualifications

The Employer shall have the right to determine qualifications for purposes of Article 6.2 (newly hired employees), 6.3 (bumping), and 6.5 (bidding). Any dispute concerning employee qualifications under 6.3 and 6.5 shall be subject to the grievance procedure. However, an arbitrator shall be limited to the question "did the Employer use fair and impartial standards in determining the employee's qualifications?".

6.7 Breaks in Seniority:

Seniority of any bargaining unit employee shall be broken only by:

- a. A sustained discharge;
- b. Voluntary quit;
- c. Failure to return at the conclusion of an approved Leave of Absence;
- d. Lay-off period of three (3) years or more;
- e. Retirement;
- f. Failure to return at time of recall (Such failure shall be considered a voluntary quit.)

ARTICLE 7: BULLETIN BOARDS

The Employer agrees to provide a wall space and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 8: JOB STEWARDS

8.1 The Employer recognizes the right of the Union to designate Shop Stewards.

8.2 The authority of the Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) the investigation and presentation of grievances in accordance with the provisions of Article 9 of this Agreement.
- b) the transmission of such messages and information which shall originate with, and are authorized by the Union, provided such messages and information
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

8.3 The Employer recognizes these limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts.

ARTICLE 9 – ARBITRATION AND GRIEVANCE PROCEDURE

9.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, there shall be no work slowdown or work stoppage. An earnest effort shall be made to settle any differences immediately, and in the following manner:

Step 1: A grievance must be commenced within five (5) working days of the occurrence or awareness of the occurrence which gave rise to the dispute through an informal discussion between the aggrieved employee, with or without the Steward, and the immediate supervisor. If no satisfactory agreement is reached within five (5) working days from such informal discussion, the grievance may proceed to Step 2.

Step 2: A written statement of the difference or dispute must be filed within ten (10) working days of the occurrence or awareness of the incident giving rise to the dispute by the Steward to the immediate Supervisor. A meeting between the Supervisor and the Steward, with or without the grievant, will be held within five (5) working days of the presentation of the written grievance. Within five (5) working days of such meeting, the Supervisor will issue an official written response to the Steward with a copy to the grievant. If the response is not satisfactory, then the grievance may proceed to Step 3.

Step 3: Written notice will be sent to the Superintendent within five (5) working days of the Step 2 response. Within five (5) working days of the receipt of the notice, a meeting will be held and the

grievance presented to the Superintendent. The Superintendent will have five (5) working days to issue a written response. If the response is not satisfactory, then the grievance may proceed to Step 4.

Step 4: Within five (5) working days of the Superintendent's response, written notice shall be sent to the Superintendent of the desire to present the grievance to the Board of Education. The Superintendent will arrange the meeting between the Union and the Board no later than the next scheduled Board meeting, provided there is notice of at least five (5) working days to the Board. The Superintendent will notify the Business Agent of the scheduled meeting with a copy to the Steward. The Board of Education will provide a written response within five (5) working days of the Board hearing. If no satisfactory agreement is reached then the grievance may proceed to Step 5.

Step 5: Arbitration - If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Employment Relations Board with notice to the other party for final and binding decision. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to the arbitrator's jurisdiction, the other party shall have the right to take all legal recourse immediately.

ARTICLE 10 – DISCIPLINARY ACTION

10.1 The Employer shall not discharge or suspend any non-probationary employee without just cause. In all cases involving discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of her/his discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward and a copy sent by registered mail to the Union representative as soon as reasonably possible, but not later than five (5) regular working days from the time of the discharge or suspension.

10.2 Any employee discharged must be paid in full for all wages owed her/him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

10.3 Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) regular working days from the date written notice was received by the Union.

10.4 Should it be proved that an injustice had been done to a discharged or suspended employee, she/he shall be fully reinstated in her/his position and compensated at her/his usual rate of pay for lost work opportunity. If the Union and Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

ARTICLE 11 - EXAMINATIONS

11.1 Physical, mental, or other examinations required by a government body or by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations by the school physician. If employee's private physician is selected, the employee will bear said cost. In the event an employee has been absent due to a serious illness or

accident, the Employer may require a medical examination and approval by the employee's physician before the employee returns to work.

11.2 The employee reserves the right to select her/his own medical examiner or physician. The Employer may have said employee reexamined, if deemed necessary. If two physicians disagree, employee and Employer shall agree mutually upon a third physician whose decision shall be final and binding. The expenses of the second and third physicians shall be paid by the Employer.

ARTICLE 12 – MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will, at all time further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 13 - DECLARATION OF PLEDGE OF NO STRIKE POLICY

In compliance with the provisions of the Public Employee's Fair Employment Act and in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employee, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any such strike by the employees, or will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE 14 – MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date the error is identified to both parties.

ARTICLE 15 – EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with unit members, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

ARTICLE 16 – HEALTH AND WELFARE

The Board of Education will pay 95% for the individual health insurance plan and 90% of the family health insurance plan. The health plan shall be the St. Lawrence-Lewis Counties School District Employees Medical Plan, (PLAN B) (Prescription Drug Benefits) and by Rider 9 (Medical Benefits) Further, the Employer shall not pay insurance premiums for

employees who retire from the District unless the employee has been employed by the District for ten (10) consecutive years, prior to retirement.

The District agrees to provide unit members with the option to join the District's Employee's Flexible Spending Plan (IRS) Section 125 Plan) for un-reimbursed Medical, Vision, Hearing, Dental and Dependent Care expenses.

Those employees, active or retired, who are eligible for Medicare will be reimbursed by the District for the Medicare premium, provided, however, that the District will not reimburse anyone who is eligible for such reimbursement from another carrier.

Health insurance coverage for new employees is effective on the first day of the month following their completion of a group enrollment card. Said enrollment card will be provided to the new employee at the time of hire.

The District will not provide family or two-person health insurance coverage to any unit member whose spouse is eligible for, but elects not to enroll in one-hundred per cent (100%) employer-paid health insurance, except that, in the event the spouse is eligible for individual coverage only, the district will provide 90% of the premium to cover any dependents of the unit member and spouse.

Any newly hired unit member who is regularly scheduled for twenty (20) or fewer hours per week will not be eligible for District-paid health insurance.

ARTICLE 17 – PENSION AND RETIREMENT

The Employer agrees to continue in effect the New York State Employee's Retirement Plan as presently in effect, including Section 75-I, Section 41-J and Section 60b, and pay the cost as required by New York State Law.

ARTICLE 18 – LEAVES OF ABSENCE

18.1 Maternity Leave

Maternity Leave must be given to any full time female employee upon request. The following conditions will exist:

- a. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties.
- b. The leave is not to exceed one (1) year from the date leave is granted.
- c. Each employee will return to her previous position upon termination of the leave, unless through mutual agreement, employee and Employer agree upon another assignment.

18.2 Sick Leave

Sick Leave will be cumulative at the rate of one and one-half (1 1/2) day per month to a total of fifteen (15) days per year to a total of 210 days.

- a. These shall be used for personal illness up to the maximum of time accumulated.
- b. Further, said sick days shall be available for illness in the family consisting of spouse, domestic partner, children, step-children, grandchildren, parents, spouse's parents, and step-parents when the illness requires the attendance of the employee. Use of accrued sick leave for family illness shall not exceed ten (10) days in a calendar year per incident, except that additional use may be allowed at the discretion of the Superintendent of Schools.
- c. Also, a maximum of five (5) days per death, which would be deducted from accrued sick time shall be granted to each employee for death in an employee's immediate family; i.e. spouse, domestic partner, parent or step-parent, parent-in-law, parent or step-parent of a current spouse, child, step-child, grandchild, brother, step-brother, half-brother, sister, step-sister, half-sister, brother-in-law, sister-in-law, **nieces, nephews**, grandparents, or step-grandparent and shall be granted at the discretion of the supervisor.
- d. Employees upon retiring after ten (10) years of service with the Employer, shall be allowed to turn in for 1/3 present value of all accumulated sick leave days over 100 but not to exceed 200.
- e. Employees upon retiring after twenty-five (25) years of service with the Employer shall be allowed to turn in for one half (1/2) present value of all accumulated sick days over 100 but not to exceed 200. Eligibility for this benefit is a one-time option to be exercised by the employee.
- f. At the beginning of each school year, the Employer shall furnish all employees an update of their sick leave accumulation.

18.3 Leave of Absence

A leave of absence may be granted to any full time employee upon request. The following conditions will exist:

- a. The leave is not to exceed one (1) year from the date of request;
- b. Employees may not use sick leave for this period;
- c. The employees will not be paid during this leave;
- d. Subject to the mutual agreement of the employee and the District, an employee may return early from an approved leave of absence.

e. All employees will return to their previous positions upon termination of the leave, unless through mutual agreement employee and Employer agree upon another position.

18.4 Emergency Leave

- a. Employee must call a supervisor at least one (1) hour before starting time.
- b. Employee will be given the choice of one (1) personal day for emergency leave, or one (1) day from vacation leave.

ARTICLE 19 – PERSONAL INJURY BENEFITS

19.1 Whenever an employee is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of her/his employment, she/he shall be paid her/his full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for a period of up to one year without loss of sick leave.

Such absence without charged sick leave shall be limited to the period for which compensation is paid.

Thereafter, sick leave shall be charged up to the sick leave used, the Employer shall receive the Workman's Compensation payment.

If an employee is out of work as a result of an on the job injury, the District shall pay for her/his health insurance for up to two (2) years.

Employees who are off work because of a non-job related injury or sickness will be covered by hospitalization for up to one (1) year.

19.2 New York State Disability Insurance shall be assumed by the Employer.

ARTICLE 20 - PERSONAL LEAVE

In addition to accumulated sick leave days, the Employer shall grant unit employees five (5) days personal business leave per year, with reason to be stated, in writing by the clerical unit member, without financial loss to the employee.

Said personal leave shall not be available for one (1) day directly preceding or following a vacation or holiday or any normal workday for which the employee is not required to work. However, at the discretion of the Superintendent of schools, a personal day or days may be granted in conjunction with a holiday or vacation.

Personal leave shall not be available to more than one (1) clerical employee in each office on any specific day.

Unused personal leave each year shall be added to the employee's sick leave.

If the personal leave is requested and the employee changes her/his mind, ample warning must be given to the Supervisor.

ARTICLE 21: JURY DUTY

Any employee summoned for jury duty who has notified the Employer in advance shall be allowed the necessary time off for such service without any loss of pay.

The Employer reserves the right to attempt to obtain a release from jury duty for an employee so summoned.

ARTICLE 22 – HOLIDAYS AND HOLIDAY VACATION PERIODS

22.1 All clerical employees will observe the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day (One Day Only)
- Good Friday
- Memorial Day
- Day Before July 4th
- July 4th
- Labor Day
- Columbus Day
- Veteran's Day
- Day Before Thanksgiving Day
- Thanksgiving Day
- Day Following Thanksgiving
- Day Before Christmas Day
- Christmas Day
- Day Before New Year's Day

22.2 Working on the Holiday

If an employee works on a designated holiday when school is not in session, she/he shall receive time and one-half (1 1/2) for all hours worked in addition to regular holiday pay. If an employee works on a designated holiday when school is in session, an alternate day off mutually agreed to between the Supervisor and the employee shall be provided to such employee.

22.3 Holidays Falling on Scheduled Days Off

Any twelve-month employee whose scheduled vacation day off falls on a holiday shall receive an extra day to be added to her/his vacation time. If a holiday falls on a weekend, the District will designate the holiday observance day.

ARTICLE 23 - VACATION

Effective July 1, 2008 all clerical staff will be granted vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Days</u>
On July 1 following the 1 st anniversary Through July 1 after the 4th anniversary	Twelve (12) days
On July 1 following the 5th anniversary Through July 1 after the 10th anniversary	Seventeen (17) days
On July 1 following the 11 th anniversary	Eighteen (18) days
On July 1 following the 12 th anniversary	Nineteen (19) days
On July 1 following the 13 th anniversary And each July 1 st thereafter	Twenty (20) days

New employees have the option of using accrued personal leave days as vacation days until July 1 after their hire date. From a new employee's date of hire until the next July 1 new employees will accrue one vacation day per month that can be used after July 1 until the July 1 after the 1st anniversary of employment.

Employees will be paid in advance for vacation time, if requested in writing two (2) weeks in advance.

New employees will have the option of using from one to five of their personal leave days as vacation days within the first year of their employment (summer only). Use of such days shall be granted only upon approval of Supervisor or Administrator. This proposal applies only to employees in the first year of employment. (See Article 20) Unit members may take vacation period during the school year upon request and upon the approval of their immediate supervisor.

Employees may carry over up to 5 days of vacation per year. The days must be used in the following year no later than August 15th.

ARTICLE 24 - NON-DISCRIMINATION CLAUSE

24.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or condition of employment because of such individual's race, color, religion, gender, national origin or age, marital status, sexual orientation, military or veteran status, or handicapping condition, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, gender, national origin or age, marital status, sexual orientation, military or veteran status, or handicapping condition.

24.2 Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of her/his membership in the Union or because of any employee's lawful activity and/or support of the Union.

24.3 Only employees covered by this Agreement shall have the same rights as established in this Agreement.

ARTICLE 25 - EQUIPMENT, ACCIDENTS, AND REPORTS

25.1 Defective Equipment

a. Equipment: No employee shall be compelled to operate equipment that is not reasonably and mechanically sound and properly equipped to conform with all applicable Town, State, and Federal safety regulations.

b. Reports: Employees shall report immediately, or at the end of their shifts, all defects of equipment. Such reports shall be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out during working hours. The Employer shall not ask or require any employee to operate equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved, in writing, as being safe by the mechanical department or a qualified representative of the Employer.

25.2 Accident Reports: Any employee involved in any accident shall immediately report to the Employer said accident and any physical injury sustained. Every effort will be made by the employee, before going off duty and before starting her/his next shift, to make out an accident report, in writing, on all forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such reports shall be made out during working hours.

ARTICLE 26 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee composed of the Business Agent, Steward and one other member of the unit, the Superintendent and two other designees of the Superintendent, shall meet on an as needed basis, at a mutually agreed time and place to discuss and make recommendations that:

- a. Will further good relations between the parties;
- b. Will eliminate or alleviate various problems that arise from time to time;
- c. Will further safety in all areas;
- d. Will establish a line of communication between the parties for the benefit of all.

ARTICLE 27 - PROVISIONS REQUIRING LEGISLATIVE ACTION

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.

ARTICLE 28 – STAFF DEVELOPMENT

28.1 In-service or staff development activities planned for unit employees and conducted at school district facilities will be provided at no cost to the employees.

28.2 In-service or staff development activities required by the Employer and requested, in writing, by the Supervisor or Administrator will be paid as follows: Tuition costs and textbooks.

28.3 A school vehicle may be provided for meetings or conferences as approved by Supervisor/Administrator. If the use of a personal vehicle is approved, mileage will be reimbursed at the Board approved rate.

28.4 Unit members are encouraged to pursue training and course work which will enable them to meet promotional qualifications or to improve abilities in present job classification. Enrollment costs of such courses or training will be reimbursed to the unit member if the following conditions are met:

- a. The unit member must receive the written approval of the Superintendent prior to enrollment in the course or training;
- b. The unit member must successfully complete the course or training.

28.5 The children of employees who do not live in the District will be allowed to attend school in the District tuition-free.

ARTICLE 29 – PERSONNEL FILES

29.1 A personnel file for each employee shall be maintained in the District Office and shall be available for review or copying upon request.

29.2 Disciplinary material shall be placed in the individual's personnel file only after the employee has been given the opportunity to read and sign the material. The signature merely indicates "receipt of" by the employee.

The employee may attach a rebuttal to the material to be placed in the employee's personnel file or may have the material removed (through the grievance process) if it is inaccurate, inappropriate, or misleading.

ARTICLE 30 - SALARIES, HOURS OF WORK AND BREAKS

30.1: Wages by Classification –

Wages will be increased as follows:

2016-2017 school year by 4%, 2017-2018 school year by 4%, 2018-2019 school year by 2% and 2% for school year 2019-2020.

30.2 Salary Schedule

A. Unit members employed on a full-time basis of fifty-two weeks (40 hours a week, 2080 hours a year) per year.

B. Sick Pool Bank- Employee's wishing to donate accruals to another must fill out the approved request form. Note employees needing additional time off must exhaust all of their own time first.

30.3: Clerical Substitutes

A clerical substitute employed in excess of twenty (20) consecutive days will be paid \$10.16/hr. retroactive to the first day of employment.

Sick and personal leave days will be awarded to the clerical substitute as outlined in Article 18.2 and Article 20 of this contract. No other benefits will be awarded.

No subterfuge will be used to prohibit the substitute from reaching the twenty (20) scheduled days.

30.4: Wage Adjustments for Employees

Subject to the date of employment, any correction of salary will be determined in one of the following manners as selected at the option of the employee:

a. Underpaid (Employee has money coming)

1. Divided by remaining pays
2. Included in next pay

b. Overpayment (Employee owes district)

1. Divided by remaining pays
2. Deducted from next pay

30.5: Hours of Work/Breaks

A. Hours During School Year

The work day for clerical employees consists of eight hours per day, Monday through Friday during the school year with the exceptions as outlined in Section B. below.

B. Summer Hours

All employees under this Agreement shall work summer hours beginning on the first working day after graduation and will continue through the start of school for employees in September.

Summer hours will consist of four (4) eight hour days (7:30 AM – 3:30 PM). Hours of work may be adjusted through mutual agreement with his/her immediate Supervisor. However, the district must have at least one secretary in district all five days (M-F) and (8 AM – 4 PM). The secretaries must make arrangements amongst themselves; they can choose to work either M-TH or T-F; if someone needs a Monday or Friday off, they need to make sure coverage is in place by one of the other secretaries.

During summer hours, paid breaks will also be in effect.

C. Breaks

Each employee will be granted the following paid breaks during their workday:

1. Fifteen (15) minute break - morning.
2. Fifteen (15) minute break - afternoon.
3. Thirty (30) minute break - lunch.

Breaks and lunch times are to be worked out by the employee(s) and immediate supervisor within each department.

D. Emergency School Closures

During Emergency School Closures and on those days returned as unused snow days, employees will work four (4) hours on each of these days and with the actual start and finish time of the four hours being 10 A.M. to 2 P.M. or at the discretion of his/her immediate Supervisor.

Emergency school closures are only those days on which school is closed due to weather conditions or facility difficulties, when students are not in attendance and do include those days which are occasionally returned to the ten month instructional staff as "unused snow days".

ARTICLE 31 - LONGEVITY

Longevity Awards: The Longevity Awards for employees will be as follows for the term of this agreement:

YEARS OF SERVICE	AWARD
After 10 years of service	\$1,000.00
After 15 years of service	\$1,500.00
After 20 years of service	\$2,000.00

Longevity awards will be granted on the respective anniversary date and prorated until the beginning of the next contract year (July 1) at which time the amount of the award will be added to the existing employee's salary prior to any wage increase.

ARTICLE 32 – SEXUAL HARASSMENT

Unit members will abide by the Board approved Sexual Harassment Policy, attached as Appendix E. Said policy delineates prohibited conduct and outlines complaint reporting procedures. Should the policy be revised by the Board, unit members will be provided a copy of such revision.

ARTICLE 33 - FAMILY AND MEDICAL LEAVE ACT (1993)

The District is required by this Act to provide up to 12 weeks of unpaid job-protected leave, over a given 12-month period, to eligible employees for certain family and medical reasons. For purposes of this Act, a 12-month period is defined by the district as July 1st through June 30th. Employees are eligible if they have worked for a covered employer for at least one year, and are either full-time professional employees or have worked at least 1,250 hours over the 12-month period preceding the leave.

This leave will be granted for any of the following reasons: to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent who has a serious health condition; for a serious health condition that makes the employee unable to perform the employee's job.

For the duration of FMLA-qualifying leave, health care coverage will be provided prior to the commencement of the leave. If the leave is foreseeable, the district may require up to 30 days notice; in case of emergency leave, it is the responsibility of the employee to complete the appropriate paperwork as soon as possible. Necessary forms, along with a copy of the employee's rights and responsibilities, may be obtained from the employee's supervisor.

ARTICLE 34 – DURATION AND RE-OPENING OF AGREEMENT

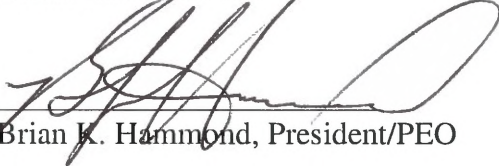
This Agreement is for a term commencing July 1, 2016 and continues in full force and effect until June 30, 2020, or until a new contract is negotiated; (note that only regular salary adjustment are retroactive from ratification to July 1, 2016, and that timesheet adjustments and any other negotiated language changes take effect only following ratification; provided, however, that the parties thereto agree that either party may on or before April 1 serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representative shall commence negotiations immediately at a mutually agreed upon time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29 day of August 2016.

For:

Teamsters Local 687


Brasher Falls Central School



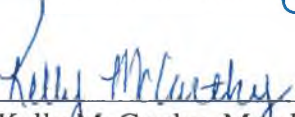
Brian K. Hammond, President/PEO



Robert Stewart, District Superintendent



Michelle Rodriguez, Shop Steward



Kelly McCarthy, Member