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GEN/4666

Agreement Between

The Byron-Bergen Central School District

and

**The Byron-Bergen Non-Teaching
Service Personnel Association**

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 200UNITED**

July 1, 2018 – June 30, 2021

7/1/18 - 6/30/21

**Approved by Non-Teaching Service Personnel Association
(SEIU) July 25, 2018**

**Approved by the Byron-Bergen Board of Education
August 16, 2018**

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ARTICLE I

RECOGNITION AND NO STRIKE

Section 1. Pursuant to the New York State Public Employees' Fair Employment Act, the Byron-Bergen Central School District recognizes the Byron-Bergen Central School Non-Teaching Service Personnel Association, hereinafter referred to as "Association", as the exclusive negotiating representative of all custodial and contract cafeteria personnel excluding the Cafeteria Manager, the Director of Facilities, Senior Building Maintenance Mechanic and student workers.

Section 2. The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

Section 3. It is understood and agreed that employees have a right to join or not to join the Association, and that membership in the Association is not or shall not be a condition or prerequisite for the employment or the continuation of employment of any employee.

Section 4. Dues Deduction. Upon receipt of a signed and dated authorization from the unit employee, the District agrees to deduct the dues of the Byron-Bergen Central School Non-Teaching Service Personnel Association and to transmit those dues as directed in writing by the appropriate officer of the Association. The Association must give appropriate advance notice of the amount of dues to be deducted for each such employee and to give to the District written notice of the name and address of the Association officer that is to receive the dues.

Section 5. The Association has been represented in the negotiations for the successor agreement to the 2013 to 2017 Agreement by the Service Employees International Union.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. Specific Rights. The employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services; and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supply its services shall be performed by employees covered by this Agreement to maintain order and efficiency in all its departments and operations.

Section 2. General. The above rights of the employer are not all inclusive, but indicate the type of matters or rights to which belong to and are inherent to the employer. Any and all the rights, powers, and authority the employer had prior to entering this Agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. Declaration of Purpose. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

Section 2. Definitions.

- 2.1 A Grievance shall be defined as a complaint by an affected member of the negotiating unit that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- 2.2 The Chief School Officer is the Superintendent of Schools.
- 2.3 Association shall mean Byron-Bergen Non-Teaching Service Personnel Association.
- 2.4 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.5 Party in Interest shall mean the grievant representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
- 2.6 Supervisor for cafeteria personnel shall be the School Business Official, while the supervisor for the cleaners and custodians shall be either the Superintendent or designee.
- 2.7 Working Day for the purpose of time limits in this Article only working day is defined as any day that the Business Office is open and excludes holidays.

Section 3. General Principles.

- 3.1 All written grievances shall include the name and position of the aggrieved party, the Article and Section which has allegedly been violated, misinterpreted, or misapplied, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance forms should not be separated until completed.
- 3.2 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.
- 3.3 Each individual who wishes to have a grievance considered under the procedure hereby established must initiate and carry through the necessary procedures on his own behalf. However, where the grievance or an appeal seems to involve a similar situation for a number of employees and appears to involve system-wide politics, it may be submitted by the Association directly at Stage 3 of the grievance procedure listed below.

- 3.4 The preparation and processing of grievances shall be arranged to avoid interruptions of the work day.
- 3.5 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having a grievance formally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

Section 4. Time Limits.

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.
- 4.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this Article shall be barred.
- 4.3 Failure at any stage of this grievance procedure to communicate a decision to the aggrieved party, his/her representative, and the Association within the specified time shall permit the lodging of any appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 5. Procedures.

5.1 Stage 1: Supervisor – Informal

- a. As soon as possible, but no later than five (5) working days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, such aggrieved party shall discuss the grievance with his/her supervisor with the objective of resolving the matter informally.
- b. Within five (5) working days after such discussion, the supervisor shall give his answer to the aggrieved party.

5.2 Stage 2: Supervisor – Written

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the School Business Official within five (5) working days after the supervisor has given his answer in 5.1(b) above.
- b. Within five (5) working days thereafter, the School Business Official shall render a decision, in writing, and present it to the aggrieved party, his representative, if any, and the Association.

5.3 Stage 3: Superintendent of Schools

- a. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further, the aggrieved party shall, within five (5) working days after the conclusion of Stage 2, forward the grievance to the Superintendent of Schools.
- b. Within five (5) working days after receipt of the appeal, the Superintendent of Schools or his duly authorized representative shall meet with other parties in interest.
- c. The Superintendent of Schools shall render a decision in writing to the aggrieved party and his representatives within five (5) working days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

- a. If the aggrieved party is not satisfied with the Superintendent's written decision at the conclusion of Stage 3, and the aggrieved party wishes to pursue the grievance to arbitration, within ten (10) working days after the Superintendent has rendered his/her decision at Stage 3 above, the aggrieved party and/or the Association shall submit a demand for arbitration upon the Clerk of the Board of Education.
- b. The demand for arbitration will be filed simultaneously with the New York State Public Employment Relations Board and upon the Clerk of the Board of Education. The parties will then follow the rules for the selection of an arbitrator of the NYS PERB.
- c. The selected arbitrator will hear the matter promptly. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost for the service of the arbitrator, including expenses, if any, will be borne equally by the School District and the Association.
- g. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- h. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Superintendent of Schools.

ARTICLE IV

DEFINITIONS

Section 1. Definitions.

1. Employer shall mean the Board of Education of the Byron-Bergen Central School District or its designated representative.
2. A regular non-contract employee is defined as one who reports daily for a given assignment, and is paid on an hourly basis.
3. A contract employee is employed for a minimum of five (5) hours a day.
4. A full contract employee includes cleaners who are regularly scheduled to work a minimum of 30 hours per week for a 12 month period, ten-month cafeteria workers who are regularly scheduled to work six (6) hours or more a day, and any other bargaining unit position which has a regular work week of 40 hours.
 - a. **Cleaner: Distinguishing features of this class** – This is routine manual work calling for the performance of cleaning duties. Cleaners have primary responsibility for the cleanliness of the District's building facilities. Work is performed under direct supervision of a Supervisor who assigns tasks and frequently inspects and evaluates the employee and their work when completed. Does related work, as required.

Typical Work Activities may include, but are not limited to: Sweeps and mops floors by hand or floor machine; washes windows and polishes floors; dusts woodwork, furniture and other articles; cleans lavatories and replenishes supplies; vacuum carpets; picks up and recycles trash; reports observed equipment failures and deteriorating conditions within and to building facilities to their supervisor; may assist custodians in performance of routine maintenance

A cleaner deemed qualified by the Employer may receive a temporary assignment to custodial responsibility and compensation to fill a temporary vacancy not to exceed ninety (90) days in any fiscal year. The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties performed at the Byron-Bergen CSD does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- b. **Custodian: Distinguishing features of the class** – This is routine manual work involving responsibility for the efficient and economical performance of assigned cleaning and maintenance tasks in a municipal building. Custodians have general responsibility for the operations, maintenance, and cleanliness of the District's grounds, equipment, and building facilities. The work is performed under the supervision of the Director of Facilities or his/her designee, in accordance with established policies and procedures, with some leeway for the exercise of independent judgment. Supervision may be exercised over the work of a small number of cleaners and custodians. Does related work, as required.

Typical Work Activities may include, but are not limited to: Sweep and mops floors and stairs; dusts desks, woodwork, furniture and other equipment; washes windows, walls, blackboards, sinks, and other fixtures; cleans and polishes furniture and tile; empties waste baskets, collects and disposes of rubbish; operates and performs minor maintenance to ventilation and heat distribution system; mows lawn, trims shrubs, rakes leaves, and performs a variety of other grounds keeping tasks; repairs and paints walls and ceilings; carries out a variety of minor plumbing, electrical and carpentry installation and repair activities; runs errands, delivers supplies and equipment; may supervise or participate in night cleaning of a building; arranges chairs, tables and other equipment for special use of school buildings; may prepare and maintain a variety of simple records and reports; reports observed equipment failures and deteriorating conditions within and to building facilities to their supervisor in writing by completing a work order.

The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties performed at the Byron-Bergen CSD does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- c. **Building Maintenance Worker:** **Distinguishing features of the class:** This is semi-skilled work involving responsibility for independently performing a variety of mechanical and other maintenance tasks. Work is performed under either direct or general supervision, depending upon the nature of the task. Does related work as required.

Typical Work Activities may include, but are not limited to: Performs semi-skilled work in masonry, carpentry, electrical or painting operations; helps to install and repair wiring systems and electric fixtures and equipment; repairs windows, doors, floors, walls and other parts of buildings; does interior and exterior painting; helps to install and repair general plumbing fixtures; assists in cleaning and repairing boilers, pumps, heaters, pipelines, valves and traps; mixes plaster and concrete, and assists in laying brick, plastering walls, finishing concrete work, etc.; operates trucks, automobiles, air compressors, and other motorized equipment, as an adjunct to primary duties; performs outside duties, such as mowing lawns, maintaining athletic fields, removing snow and ice, painting interior and exterior surfaces; serves as general handyman performing a variety of semi-skilled duties; may occasionally perform meter reading duties.

The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties performed at the Byron-Bergen CSD does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- d. **Building Maintenance Mechanic:** **Distinguishing features of the class:** Performs a variety of maintenance and repair tasks of a skilled nature. Employees in this class, by reason of personal training and experience, may devote much of their time to work along several mechanical lines, as varied assignments require. Work is performed under either direct or general supervision, depending on the nature of the task. Supervision may be exercised over the work of a small number of cleaners, custodians and/or building maintenance workers. Does related work, as required.

Typical Work Activities may include, but are not limited to: Performs skilled repairs to plumbing, steam lines, electrical wiring and equipment, furniture, doors and windows, appliances, and varied equipment and machinery; installs walls, ceilings, windows, doors and paneling; builds desks, cabinets, and other office furniture, to specifications; Installs new electrical circuits and equipment; assists in the operation and repair of heating and central air-conditioning systems; installs and services intercom systems; estimates material required to perform work; performs outside duties, such as mowing lawns, maintaining athletic fields, removing snow and ice, painting interior and exterior surfaces.

The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties performed at the Byron-Bergen CSD does not exclude them from the position if the work is similar, related or a logical assignment to the position.

ARTICLE V

MANAGEMENT PRACTICES

Section 1. Application. This article shall apply to all contract employees in specified groups: cleaners, custodians, building maintenance worker, building maintenance mechanic and cafeteria workers. Seniority shall be applied to 12-month and 10-month employees as a group and to part-time employees as a group. Separate seniority lists shall be established and maintained.

Section 2. Seniority. Seniority is established by continuous paid service with the district, compiled by time actually spent in the job classification in which he/she works. Job classifications are cleaners, custodians, building maintenance worker, building maintenance mechanic and cafeteria workers. Unpaid leaves of absence or time spent on layoff will not be considered for seniority.

Section 3. Promotion and Transfers. When considering promotions or transfers, seniority may be considered by the Board, if other qualifications such as physical fitness, knowledge, skill, and efficiency on the job are adequate as determined by the employer.

Section 4. Probationary Period. The probationary period for unit employees shall be twenty-six (26) weeks. There shall be no seniority among probationary employees and such employees may be terminated at the discretion of the employer and without recourse to this Agreement at any time during the probationary period provided above. The trial period may be extended by mutual agreement of the parties.

If the employee is retained after successful completion of his probationary period, he/she shall be deemed a permanent employee, and he/she shall acquire seniority retroactive to his/her date of employment, and he/she shall be entitled to the rights and protections of this Agreement.

- a. When an employee has been transferred to another job classification, the 90-day probationary period will apply. If the employee does not fulfill the required qualifications for the new position during the (90) ninety day probationary period, the employee or employer may request placement back to the former job classification without loss of seniority rights. At the end of the probationary period, the employee's seniority rights in the former job classification will cease except for retirement purposes.

Section 5. Assignment of Overtime Duties. All Facilities.

- a. In the assignment of overtime, each day of a multiple day event will be considered as a separate opportunity for overtime assignment. In other words, if an event covers a Saturday and then a separate period on a Sunday, the overtime assignment for Saturday is one separate overtime opportunity and Sunday is another separate overtime opportunity. Overtime will be offered on a rotating schedule developed from a list in order of classification and seniority (cleaner, custodian, building maintenance worker, building maintenance mechanic).

In the event that there is an overtime opportunity to work a dance, for example, that would require work from 7 p.m. to 2 a.m. covering both a Saturday and a Sunday, then, in that case, the overtime opportunity is a single opportunity that merely covers both a Saturday and a Sunday.

- b. If the school district's swimming pool is used for the Super Soccer Event in the future on a Saturday and/or Sunday, any needed work to be performed at that location will be offered on a rotating basis (custodians, then cleaners) first to persons working in this complex.
- c. Once overtime has been offered and declined by all unit employees, it will then be offered to qualified employees on a District wide basis.
- d. When an overtime duty has been assigned to a unit member and that duty is later canceled by the District, then the person who had been assigned will remain at the top of the rotation and s/he is eligible to be assigned to the next overtime opportunity.
- e. Supervisory personnel (i.e., non-bargaining unit supervisory personnel) will manage overtime assignments and rotations unless otherwise indicated in the contract.
- f. Special Skills. The need to assign overtime work to unit members with special skills may disrupt the rotation of overtime assignments in that, if the special skills person were out of rotation, he/she could be assigned the work.
- g. The District agrees to post a chart showing the names of unit employees who are on the overtime rotation at or near the site of employee mailboxes.

Emergencies will be at the discretion of the Director of Facilities. The Superintendent or Designee shall authorize any anticipated overtime over two (2) hours. If overtime is expected to be approximately 2 hours or less, it will be covered at the discretion of the shift custodian on duty. This coverage does not impact the normal rotation for overtime.

Section 6. Loss of Seniority. An employee's continuous service and all of his/her seniority rights shall be terminated by any of the following:

- a. Discharge for cause
- b. Retirement
- c. Resignation

An Employee shall be considered to have resigned his/her position if he/she fails to:

- a. Notify his/her supervisor in advance whenever possible, of absences and the reason for such absences.
- b. Return from an approved leave of absence on the scheduled date of return.
- c. Report to work on the agreed date of a recall from layoff.

Section 7. Layoff and Recall. In the event that it becomes necessary to lay off employees for any reason, applicable Civil Service Law and Regulations shall govern, but as to employees not so covered, the following procedures shall be followed:

1. Probationary employees shall be laid off within a job classification before any employee with seniority is laid off within the classification.
2. Layoffs within a job classification shall be on the basis of seniority, with those having the least seniority being the first laid off, provided the remaining employees in the classification have the ability to satisfactorily perform the remaining work. Such ability shall be evidenced by prior work performance in the District.
3. In the event that a laid-off employee has satisfactorily performed work in the District on a regular basis in another classification, other than a substitute, he/she may exercise his/her seniority in that classification provided he/she is physically fit and capable of performing the job.
4. Employees in a layoff status shall be called back within their classification in inverse order of layoff. Notice of recall will be sent by certified mail to the employee's last known address. If the employee fails to notify the Superintendent of Schools within five (5) working days after the date of receipt of such notice of recall that was sent, that he/she intends to return to work, such employee shall be deemed to have resigned.

Section 8. Vacancies. The District agrees to post a notice for all vacant positions within the unit by a vacancy announcement.

The vacancy announcement will be posted in the District for a period of five (5) working days (i.e., Monday through Friday) before the selection of a candidate in order to allow unit employees an opportunity to apply for the vacancy. Applications for the vacancy shall be in writing to the School Business Official.

Should the District determine not to fill a particular vacancy it will notify the President of the Association within a reasonable period of time.

Section 9. General. The employer agrees to supply the Association, within two (2) weeks after execution of this Agreement, a list containing the names of all employees covered by this Agreement with their length of service with the Employer, and in the job classification in which they are employed in seniority order.

The Association will be notified by the Employer of employees who are laid-off, discharged, hired or rehired. A revised seniority list will be provided by August 1st of each fiscal year. The Association

Section 10. Work Schedules. Bargaining unit members' work schedules will not be unilaterally modified without forty-eight (48) hours prior notice except in the case of an emergency. The District will offer all bargaining unit members summer work for which they are qualified before offering the work to non-bargaining unit employees.

Section 1. Only full-time (12-month cleaner, custodian, building maintenance worker, and building maintenance mechanic) employees will be granted a paid vacation according to the following schedule.

Days to be Taken

Section 3. Vacation requests shall be made at least 14 days prior to the desired vacation time. Unit members are allowed to take up to three (3) days of vacation without having to provide the 14-day notice, however, a unit member must obtain advance approval from his/her supervisor to take any vacation. For vacation requests other than those made for the three (3) days permitted on short notice, Department supervisors will respond to vacation requests within seven (7) working days from the date the request is received.

Section 4. Vacation time will be computed on an employee's total consecutive years of service to the District as a full-time (12 month) employee.

Section 6. Upon separation from employment for resignation or retirement a unit member will be compensated at their current daily rate for unused vacation days up to a maximum of 25 days.

ARTICLE VII LEAVE PROVISIONS

Section 1. Sick Leave.

- A. For all full-time contract employees:
1. After three (3) consecutive days of absence a doctor's certificate stating the type of illness and nature of work to be performed must be submitted to the Cafeteria Manager or Director of Facilities.
- B. Number of days annually:
1. Full-time (12 month) contract employees – 8 hours = 1 day (maximum fifteen (15) days).
 2. Full-time contract cafeteria workers – 7.25 hours = 1 day (maximum twelve (12) days).
 3. Part-time employees are as follows:

Cafeteria	3 hours = 1 day	Maximum 5 days
Cleaners	4 hours = 1 day	Maximum 5 days
- C. Number of days, which can be accumulated:
1. Full-time (12 month) contract employees – 240 days. Accumulated days may be utilized for Article X retirement benefits.
 2. Full-time contract cafeteria workers – 240 days. Accumulated days may be utilized for Article X retirement benefits.
 3. Part-time cafeteria workers and cleaners – 70 days
- D. All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family Medical Leave Act (FMLA) where applicable. Sick, personal and vacation time will be counted toward FMLA leave concurrently. The District agrees to apply sick, personal leave, vacation time in that order, in accordance with statutory requirements.
- Employees will be required to provide FMLA leave documentation to the employer including appropriate medical certification under the FMLA.
- Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days. Denial of additional sick days is non-grievable.
- E. Number of days accumulated are listed on the employee's wage notice at the beginning of the school year.

- F. Leave of Absence. Leave of absence may be given an employee without pay for a legitimate reason. Request must be from an employee who has worked for the District one year or more, on approval of the Board, providing replacement can be found.
- G. Employees may use up to five (5) days of his/her sick leave, as defined in item B above, to care for an immediate family member (as defined in Section 2.A. below).

Section 2. Bereavement Leave. Bereavement leave applies to all bargaining unit members. Up to five (5) days of bereavement leave per year (non-cumulative) may be used in the event of a death in the employee's immediate family (as defined in item A. below). Where an employee has exhausted five (5) days of bereavement leave, an employee may apply to the Superintendent for additional days. Such days must be deducted from accumulated sick days.

- A. Definition of Immediate Family. Immediate family shall be defined as employee's father, mother, brother, sister, spouse, child, step-child, grandparents, grandchild, immediate in-laws, or anyone for whom employee is considered legal guardian.

Section 3. Personal Leave. No accumulation.

- A. Number of days annually: three (3) days for all full-time contract employees.
 - 1. Personal Leave. Personal Leave is defined as leave granted to conduct personal business that cannot be conducted outside normal business hours. Personal leave will not be granted on the day before or the day following a holiday, recess or vacation except in an emergency.
 - 2. Effective on July 1, 2001, unused personal leave days will be added to a unit member's sick leave accumulation at the end of each school year, not to exceed the maximum limit, set forth in Article VII, Leave Provisions Section 1 C.
- B. Number of days annually: one and one half (1.5) days for all part-time cafeteria employees working three (3) hours per day and part-time cleaners working four (4) hours per day.
 - 1. Personal Leave. Personal Leave is defined as leave granted to conduct personal business that cannot be conducted outside normal business hours. Personal leave will not be granted on the day before or the day following a holiday, recess or vacation except in an emergency. Unused personal leave days will be added to a unit member's sick leave accumulation at the end of each school year, not to exceed the maximum limit, set forth in Article VII, Leave Provisions, Section 1 C.

Section 4: Association Business Leave and New Employee Orientation.

- A. The Association President or his/her designee shall be afforded two (2) paid leave days each school fiscal year with which to conduct Association business. These days will be scheduled in consultation with the Association President's supervisor.

- B. One Association officer is authorized to meet with each new hire for up to thirty (30) minutes prior to the expiration of the new unit member's probationary term for orientation. This time must be scheduled with the supervisor's approval so that it does not unduly interfere with the new hire's and the officer's job duties.

ARTICLE VIII

HOLIDAYS/PREMIUM PAY

Section 1. Holidays.

- A. All full-time (12 month) contract employees will be paid for established legal holidays in the 12-month year. A day off with regular pay will be granted for the following:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter Monday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.

- B. All 10 month contract employees will be paid for established legal holidays in the 10-month instructional school year, September to June. A day off with regular pay will be granted for the following:

Columbus Day, Veterans Day, Christmas Day, New Year's Day, President's Day

Section 2. School Closings, Premium Pay and Inclement Weather.

- A. If a school closing is necessary for any reason other than inclement weather, the work schedule for employees covered by the contract will be determined by the Superintendent of Schools or Designee. If a unit member is asked to work on a day the school is closed due to inclement weather by their supervisor and the unit member accepts, the unit member will be paid time and one-half for the hours worked.
- B. Time and a half will be paid to all employees for Saturday and double time for Sunday or holiday work.

Section 3. Call-In Pay.

- A. A unit member called in to work outside of his/her scheduled hours shall be paid for a minimum of two (2) hours.

ARTICLE IX

MEDICAL INSURANCE

Section 1 All full-time contract employees will be offered the opportunity to participate in the District health care plan, unless they can obtain coverage through another family member who is an employee of the District. An employee who is covered under the District health insurance plan through another family member is not eligible for the stipend described in Section 2 below.

Section 2. Any full-time contract employee who chooses not to take the district health insurance plan will have a stipend added to their regular salary on a pro rated basis in his/her regular pay check. Such payment will terminate if the employee elects to be covered by the District health insurance during the annual open enrollment period or subject to qualifying event as defined by the District's health insurance carrier. The only exception will be a unit member who can receive health insurance coverage as a result of the fact that their spouse or parent is receiving coverage by the district. An agreement to take advantage of this option must be signed by the unit member annually prior to June 1. To be eligible for the stipend in a given school year, the employee opting out of district health insurance coverage shall provide the district with satisfactory proof on an annual basis that he/her and his/her "expected tax family" (the individuals he/she expects to list as dependents on his federal tax return, e.g., spouse, children) have alternative health insurance coverage through another employer that meets the standards of the Affordable Care Act (ACA) and any accompanying law or regulation.

The stipend amount is as follows:

- In the year where less than 35% of eligible employees do not take the District health insurance plan, the stipend for that year will be \$1,500.
- In the year where 35% - 50% of the eligible employees do not take the District health insurance plan, the stipend for that year will be \$2,000.
- In the year where 51% or more eligible employees do not take the District health insurance plan, the stipend for that year will be \$2,500.

Any eligible employee who does not take the District health insurance plan will receive their stipend in one payment in the month of June of each school year.

Section 3.

- A. All eligible unit members hired before July 1, 1993 shall contribute to the cost of the health insurance premium for the district plan at a rate of 20% through payroll deduction.
- B. All eligible unit members hired on or after July 1, 1993 shall contribute to the cost of the health insurance premium for the district plan at a rate of 25% through payroll deduction.
- C. All unit members hired on or after July 1, 2010 will be enrolled in the Genesee Area Healthcare Plan (GAHP) D-2 –health insurance plan and shall contribute to the premium cost of such plan at a rate of 25% through payroll deduction.

Section 4. Unit members may elect coverage under the GAHP Indemnity Plan but must pay the full premium difference between the two plans (D-2 and the Indemnity Plan), plus the corresponding fiscal year's contribution for the D-2 plan. For unit members enrolled in the D-2 family, two person or employee/child plan ONLY, the district will annually contribute \$1,450 to a health reimbursement arrangement (IRC 105(h)) account. For unit members enrolled in the D-2 single plan ONLY, the district will annually contribute \$750 to a health reimbursement arrangement (IRC 105(h)) account.

Section 5. As an alternative to coverage under the D-2 Plan or the GAHP Indemnity Plan, unit members may enroll in the GAHP High Deductible Plan (GAHP HDP). The employee shall contribute to the premium cost of such plan at a rate of 20% through payroll deduction. The District will contribute \$3,000 to a Health Savings Account on behalf of an employee enrolled in Family, 2 Person or Employee/Children coverage under the GAHP HDP in each plan year the employee is so enrolled. The District will contribute \$1,500 to a Health Savings Account on behalf of an employee enrolled in single coverage under the GAHP HDP in each plan year the employee is so enrolled.

Section 6. Prescription Co-Pay. The Association agrees to accept current co-pay and deductible levels of the District's health care plan and any changes would be accepted without the need for further negotiations.

Section 7. Coordination of Benefits. If both the husband and the wife are employed by the District and they have no eligible dependents, both employees are required to carry single policy coverage as opposed to family coverage if it is less expensive for the District to furnish two single policies.

Section 8. Cadillac Tax. In the event that the district or its carrier become subject to the Internal Revenue Code Section 4980I Excise Tax on High Cost Employer-Sponsored Health Coverage ("Cadillac Tax") pursuant to the Affordable Care Act, then the district may, upon due notice in writing to the Association, reopen provisions of this Agreement for negotiations related to any health benefit that triggers or increases the amount of the Cadillac Tax.

Notwithstanding the forgoing, in the event that the District or its carrier become subject to the Cadillac Tax, the District may, at its option, cease offering the following benefits:

- Any health plan option other than the base plan with a premium value that exceeds the thresholds for the Cadillac Tax, and/or
- Any account-based pre-tax medical plans (e.g., Health Flexible Spending Accounts, Health Reimbursement Arrangements, employer or employee pre-tax contributions to Health Savings Accounts) that could trigger or increase the amount of the Cadillac Tax. If the District was making an employer contribution to such account-based pre-tax medical plans from its own funds, then the district shall pay the same amount to employees who were receiving such pre-tax benefit as taxable wages in lieu of making the pre-tax employer contribution to the account based medical plan.

ARTICLE X

PERSONNEL FILE

Section 1. Upon a reasonable request a unit member may review their personnel file in the District Office in the presence of either the District Clerk of the Board of Education or the School Business Official. No material, except confidential references, derogatory to the employee's conduct, service, character or personality shall be placed in his personnel file unless such employee has been notified of its existence and had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

ARTICLE XI

RETIREMENT

Section 1. The Board of Education will adopt and provide the Section 75i benefit of the New York State Employees' Retirement System.

The Board will provide the Section 41j benefit of the New York State Employees' Retirement System (employee extra credit for unused accumulated sick leave).

Section 2. Accumulated Sick Leave Benefit. When an employee is eligible to retire under the New York State Retirement Plan and has fifteen (15) or more years as a contract employee with the district, the following benefit will be made available.

For every accumulated sick day the contract employee will be granted one (1) day's pay. The value of a day's pay for 12-month employees will be determined by dividing the final salary by 260 days. The value of a day's pay for 10-month employees will be determined by dividing the final salary by 185 days. The unit member must submit a written letter of retirement not later six (6) months prior to the year of retirement to be eligible for the benefit. The payment of this benefit shall be made solely in the form of an employer non-elective contribution under Internal Revenue Code Section 403 (b). (IRC 403(b)). No cash or any other form of compensation shall be available as an alternative to said IRC 403(b) contribution. Payment of the non-elective employer contribution shall be made in the first year of retirement to an IRC 403(b) account established by the retiree with a provider approved by the District, subject to the applicable contribution limits. Any amount in excess of said limits shall be paid in the following year(s), subject to the contribution limits. If the retiree dies prior to receiving the entire amount of the benefit, the remaining sum will be paid in cash to his/her designated beneficiary.

ARTICLE XII GENERAL

Section 1. General.

- A. **Tuition Payments.** Tuition payments to non-teaching unit members for the cost of credit, limited to a maximum of 6 credits per school year, and non-credit courses taken under the adult education program, or at a college or university, will be reimbursed by the District at the lesser of the cost of the course of the State University (SUNY) undergraduate rate with submission of proof of successful completion of the course(s) and an original tuition bill from said institution marked paid:

Reimbursement rate

Grade of A	100% of the lesser of cost or SUNY undergraduate rate
Grade of B	70% of the lesser of cost or SUNY undergraduate rate
Grade of C	50% of the lesser of cost or SUNY undergraduate rate
Grade of D	0% of the lesser of cost or SUNY undergraduate rate

Such programs must help improve job performance or benefit the school district and must have prior approval of the Superintendent of Schools.

Section 2.

A. **Cafeteria Workers.**

1. Payment for banquets, dinners and other activities will be the cafeteria workers regular hourly rate up to 36.25 hours for full-time unit members and 15 hours for part-time unit members. After 36.25 hours for full-time unit members and 15 hours for part-time unit members will be paid at time and one-half for working Saturdays and double time for working Sundays.

3. All 7.25-hour cafeteria workers will be paid over 21 equal pay periods.
 - a. All cafeteria workers hired after July 1, 2001 are to be paid for those hours actually worked. If a cafeteria worker works in excess of five and one half-hours (5.5 hours) in a day, she/he will receive a paid break period not to exceed ½ hour daily.
4. The District Cook-Manager will attempt to provide substitutes to fill in during the absence of a regular cafeteria worker when available.
5. The Cook-Manager will take an equal reduction in salary should wage and salary reductions be asked of the cafeteria workers.
6. Managers in the Elementary and Junior-Senior High School (one each school) will be paid an additional yearly stipend of \$875. This stipend includes compensation for monthly production meetings during the school year.
7. Cafeteria equipment use will not be allowed by any school group or non-school group unless a trained cafeteria employee is present in the cafeteria.
8. For full day teachers' conferences, any cafeteria staff member who is asked to work will be compensated on an hourly basis.

B. Cleaners, Custodians, Building Maintenance Workers, Building Maintenance Mechanic.

1. A cleaner, custodian, building maintenance worker or building maintenance mechanic who is not previously scheduled to work on Saturday will be paid at the rate of 1.5 hour's pay for each hour worked. A cleaner, custodian, building maintenance worker or building maintenance mechanic who is not previously scheduled to work on Sunday will be paid at the rate of 2.0 hours of pay for each hour worked.
2. An annual night shift differential of \$625 will be paid for the duration of this agreement. Anyone who works from 3:00 p.m. to 11:00 p.m. Monday through Friday and/or Saturday/Sunday will receive night shift differential calculated in their paycheck.
3. The workday for day cleaners, custodians, building maintenance workers and building maintenance mechanics will typically be from 7:00 a.m. to 3:00 p.m. with thirty (30) minute paid lunch and two (2) fifteen (15) minute breaks per day. Flex days are as per scheduled or by mutual agreement between the unit member and the Director of Facilities.
4. Work day for night cleaners and custodians will typically be from 3:00 p.m. to 11:00 p.m. with thirty (30) minute paid lunch and (2) fifteen (15) minute breaks per day.

Rates of Pay/Percentage Increase

Cafeteria

Starting rate for hires after July 1, 2018: NYS or Federal Minimum Wage, whichever is greater

2018-19 Annual increase	.70/hr.
2019-20 Annual increase	.70/hr.
2020-21 Annual increase	.70/hr.

Cleaner

Starting rate for hires after July 1, 2018 \$10.50/hr. or NYS or Federal Minimum Wage, whichever is greater

2018-19 Annual increase	.70/hr.
2019-20 Annual increase	.70/hr.
2020-21 Annual increase	.70/hr.

Custodian

Starting rate for hires after July 1, 2018 \$ 13.20 hr.

2018-19 Annual increase	.70/hr.
2019-20 Annual increase	.70/hr.
2020-21 Annual increase	.70/hr.

Building Maintenance Worker

Starting rate for hires after July 1, 2018 \$ 15.20 hr.

2018-19 Annual increase	.70/hr.
2019-20 Annual increase	.70/hr.
2020-21 Annual increase	.70/hr.

Building Maintenance Mechanic

Starting rate for hires after July 1, 2018 \$ 17.20 hr.

2018-19 Annual increase	.70/hr.
2019-20 Annual increase	.70/hr.
2020-21 Annual increase	.70/hr.

The following positions will receive an additional annual stipend as follows:

Day custodian	\$ 250
Building maintenance worker	\$1,750
Building maintenance mechanic	\$2,000

ARTICLE XIII

PREEMPTORY PROVISIONS

Section 1. If any provisions of the agreement shall be found contrary to law, then such provisions shall be deemed invalid except to the extent permitted by law. All other provisions shall continue in full force and effect until amended or appealed.

Section 2. All rights, powers, and authority which the Board had prior to entering into this agreement are retained by the Board, except as those rights are expressly and specifically limited by the agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any right, power, or authority.

ARTICLE XIV

ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the school district, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

Section 2. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in future enforcement of all terms and conditions herein.

ARTICLE XV

SMOKING/TOBACCO PRODUCTS

Section 1. Smoking and/or use of tobacco products will be prohibited in all school buildings and on all school grounds effective December 26, 1994. The District realizes the impact of the state and federal law on those who smoke.

In order to administer this policy, rules regarding disciplinary action must be issued. Violations of this policy will be addressed as follows:

First Violation: Verbal warning. Request that employee attend a program designed to help people stop smoking. Mileage will be paid to and from these programs.

Second Violation: Formal reprimand filed in employee's personnel file. Employee required to furnish proof of attendance at a program designed to help people stop smoking, or evidence of a prescription taken for the nicotine patch or some equivalent program.

Third Violation: One to three days loss of pay.


Fourth Violation: \$1,000 fine for this violation and each violation thereafter.

ARTICLE XVI
COMPLETE AGREEMENT

With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations. All agreements shall be in writing. This agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to the Agreement.

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

BYRON-BERGEN CENTRAL SCHOOL DISTRICT



Mickey Edwards
Superintendent of Schools

8/17/18

Date

BYRON-BERGEN NON-TEACHING SERVICE PERSONNEL ASSOCIATION



President & Negotiating Committee Chairman

8-17-18

Date



Negotiating Committee Vice Chairman

8/17/18

Date



Negotiating Committee Member

8/17/18

Date



Negotiating Committee - Custodian Steward

8/17/18

Date



Negotiating Committee - Maintenance Steward

8/17/18

Date



Negotiating Committee - Cafeteria Steward

8-17-18

Date

N/A
Negotiating Committee - Cafeteria Steward

Scott Thompson
President - SEIU Local 200United

[Signature]
Representative - SEIU Local 200United

Date

8/23/16
Date

08/17/18
Date

Appendix "A"

SEIU Local 200United

Voluntary COPE Deduction Authorization Form

I authorize my local union to file this payroll deduction with my employer and for my employer to forward the amount specified to SEIU Local 200United for SEIU COPE. I authorize my employer to deduct:

- ☐ \$3 every month (a dime a day, our union's goal),
- ☐ \$2 every month, or
- ☐ \$___ Per month

I understand that:

- 1) I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the union;
- 2) I may refuse to contribute without any reprisal;
- 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE;
- 4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer;
- 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Name _____ Home Phone (____) _____
(First Name) (Last Name)

Home Address _____
(Street) (City) (State) (Zip)

Home E-Mail Address _____
(Please print legibly)

Social Security Number _____ - _____ - _____ Birth Date _____
(For internal use only)

Occupation _____ Employer _____

Are you registered to vote? ☐ Yes ☐ No

Signature _____ Date _____

For internal purposes only _____ Rep initials