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Title: **Brookfield Central School District and Brookfield Educational Support Personnel Unit (2014)**

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Union: **Brookfield Educational Support Personnel Unit**

Local:

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ARTICLES OF AGREEMENT

BY AND BETWEEN

**THE BROOKFIELD CENTRAL SCHOOL
EDUCATIONAL SUPPORT PERSONNEL UNIT**

AND

THE BROOKFIELD CENTRAL SCHOOL DISTRICT

Effective Date: July 1, 2014

Expiration Date: June 30, 2017

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ARTICLE I
RECOGNITION

The Brookfield Central School District Board of Education, having determined that the Educational Support Personnel Unit, (hereafter referred to as the Unit), of the Brookfield Central School District is supported by a majority of the employees employed by the Brookfield Central School District, hereby recognizes the Educational Support Personnel Unit of the Brookfield Central School District as the exclusive negotiating representative for the employees in the Unit defined below as "Included". This recognition shall extend consistent with Section 208 of Article 14 of the Civil Service Law, and shall include that the Educational Support Personnel Unit of the Brookfield Central School District does not assert the right to strike against any government, to assist or to participate in any such strike or to impose an obligation to conduct, assist or participate in any such strike or work slowdown.

UNIT DEFINITION

Included: All permanent full-time and part-time Groundskeeper/Cleaner(s), Teacher Aides, Account Clerk (Secretary/Typist), Secretary/Typist (Attendance Aide), Food Service Helpers, Bus Drivers, Head Building Custodian, Transportation Director/Mechanic, School Lunch Manager and Computer Service Technician.

Excluded: All seasonal employees, temporary employees, Business Manager, Superintendent's Secretary, and all other District employees.

DEFINITIONS

Full-Time Twelve (12) Month:

Any permanent employee whose regular schedule is thirty (30) hours per week or more for twelve (12) months per year.

Full-Time Ten (10) Month:

Any permanent employee whose regular schedule is thirty (30) hours per week or more for ten (10) months per year.

Part-Time Permanent:

Any permanent employee whose regular schedule is less than thirty (30) hours per week.

ARTICLE II

SAVINGS AND SEPARABILITY CLAUSE

In the event that any provision(s) of the Agreement are held or constituted to be void, or as being in contravention of any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

ARTICLE III

MANAGEMENT RIGHTS

- A. The right to hire, promote, discharge, layoff, or discipline employees for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of the District. In addition, the District reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safe, orderly and efficient operation of its services to the public. In addition, the schedule of operations, methods, processes and means of operating are recognized by the Unit as being the sole and exclusive responsibility of the District.
- B. This agreement constitutes the full and complete commitments between the District and the Unit and may only be modified in a signed and dated memorandum executed by the authorized representatives of the District and the Unit.
- C. The District reserves the right to reduce the work force at any time or to make any changes in conditions of employment. Such changes shall be made with prior notification of the employee.
- D. The District shall give Unit members by August 1 of each year the following information:
 - 1. School calendar.
 - 2. Vacation, holiday, and sick days accrued.
 - 3. Salary agreement for the current year.

ARTICLE IV

GRIEVANCE PROCEDURE

Section I

A grievance shall be defined as a claim involving the interpretation or application of the Articles of the Agreement only and shall be subject to the following procedures:

Step 1: A grievance must first be filed by the employee, in writing, with or without Unit representation, to the employee's immediate supervisor within five (5) workdays of the act or action on which the grievance is based. A review of the grievance shall be held and a reply given within ten (10) workdays from the time of this initial presentation.

Step 2: Any grievance unresolved in Step 1 may be submitted to the Superintendent within five (5) workdays of the Step 1 reply. Within twenty (20) workdays following the receipt of the written grievance, the Superintendent shall reply in writing to the aggrieved employee and Unit Representative.

Step 3: If the grievance is not resolved in Step 2, the grievance may be appealed to the Board of Education with five (5) workdays of the receipt of the Step 2 decision. A written reply shall be mailed or delivered by the tenth (10th) workday following the review of the grievance.

Step 5: Arbitration: If any grievance or dispute cannot be satisfactorily settled in Step 3, then the grievance shall be submitted by either party to the American Arbitration Association. The party appealing the grievance to arbitration must give written notice to the other party by certified mail. Such appeal must be taken within ten (10) workdays following the receipt of the Step 3 answer. The parties shall have the right to have a transcript made of the arbitration hearing. The cost of the transcript shall be borne by the party who makes the request. The cost of the arbitrator's services and the cost of the facilities for holding the arbitration shall be borne equally by both parties. The arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision. Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, change or alter any terms of this Agreement. In the event that this is done, such decision shall not be binding upon either party.

General Provisions: Should the grievant or his/her representative fail to appeal within the stated time limits, the grievance shall be consider waived. If mutually agreed to in writing by the parties to the Agreement, time limits and steps of the grievance procedure may be waived.

ARTICLE V

DISCIPLINARY ACTION/LAYOFF AND RECALL

The District shall discipline employees pursuant to Civil Service Law.

ARTICLE VI

SENIORITY (NONCOMPETITIVE AND LABOR CLASS)

- A. After successful completion of the twenty-six (26) week probationary period, the employee shall be placed on the seniority list as of his/her first day of permanent employment.
- B. In the event of a layoff within the bargaining unit, the District shall determine the job classification(s) affected and then implement the layoffs in accordance with job classification seniority. The employee with the least seniority within the affected job classification shall be laid off first.
- C. A permanent employee who has been laid off shall be placed on a preferred hiring list for a period not to exceed one (1) calendar year. If the employee is to be recalled during the one (1) year period, he/she will be notified by mail at his/her last know address. If the employee cannot be contacted, does not respond, or refuses a recall offer, he/she waives the rights or claims to recall five (5) calendar days after the notice has been issued.
- D. Employees who have been laid off shall be given consideration in applying for other vacancies in the District provided that the employee has the proper qualifications and skills, required for the position. In all cases, the Superintendent's recommendation to the Board of Education regarding hiring will be the determining factor.
- E. Employees who are on leave will retain their seniority as of the date the leave commences. Seniority will not accrue during the leave period.
- F. To the extent applicable, Civil Service Law and Rules shall govern layoff and recalls.

ARTICLE VII

COLLECTIVE NEGOTIATIONS

Either party may request to open negotiations for a successor agreement any time within six (6) months prior to the expiration date of the current agreement.

ARTICLE VIII

HOLIDAYS

A. Full-time ten (10) month and twelve (12) month employees and Part-time employees who work less than thirty (30) hours per week shall be eligible for the following holidays as provided in the Annual Calendar adopted by the Board of Education provided they meet all of the eligibility rules listed in "B" below.

1.

12 Month Employees Holidays	Eleven (11) Days
New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving
Memorial Day	Christmas
Independence Day	1 Floating Holiday (to be used as desired: (Can be two one-half days)
Labor Day	

2.

10 Month Employee' Holidays	Ten (10 Days
New Year's Day	Columbus
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving
One day at spring break	Friday after Thanksgiving
Memorial Day	Christmas

3.

Part-Time Permanent Employee's Holidays	(6) Days
New Year's Day	Thanksgiving
Memorial Day	Christmas
Columbus Day	President's Day

ARTICLE VIII (Continued)

Holidays

B. Eligibility Rules

Employees must meet the following qualifications in order to be eligible for the paid holidays listed in "A" above:

1. An employee must have worked his/her last scheduled workday preceding the holiday, and his/her first scheduled workday following the holiday, in order to be eligible to receive holiday pay. This requirement may be waived at the discretion of the Superintendent.
- C. Employees who are in an active employment status shall receive pay for each holiday specified at the regular straight-time hourly wage rate.
- D. Employees eligible for the holiday pay who work on the holiday shall receive time and one-half for hours actually worked.
- E. When a paid holiday falls within an employee's approved vacation period and he/she is absent from work because of such vacation, the day will not be subtracted for authorized vacation days.

ARTICLE IX

VACATIONS

A. Vacation Accrual

1. All full-time twelve (12) month employees who are in an active employment status who have been in the employ of the district for a period of six (6) months from the date they began their probationary appointment shall receive two and one-half (2.5) days vacation with pay at their regular hourly rate. After twelve (12) months, these employees shall receive an additional two and one-half (2.5) days.
2. All full-time twelve (12) month employees who are in an active employment status and who have been in the employ of the District for a period of two (2) years or more shall receive ten (10) days vacation with pay at their regular hourly rate.

VACATIONS (continued)

3. All full-time twelve (12) months employees who are in an active employment status and who have been in the employ of the District for a period of six (6) years or more shall receive thirteen (13) days vacation with pay at their regular hourly rate.
4. All full-time twelve (12) month employees who are in an active employment status and who have been in the employ of the District for a period of ten (10) years shall receive fifteen (15) days vacation with pay at their regular hourly rate.
5. An additional one (1) day per year at the employee’s regular hourly rate shall be added, as follows, for all full-time employees who are in an active employment status who have been in the employ of the District for the specified number of years:

YEARS	ADDITIONAL VACATION DAYS
11	1
12	2
13	3
14	4
15	5

The maximum number of days granted shall not exceed twenty (20). Paid vacation time is not considered as hours worked for purposes of determining overtime compensation.

B. The granting or denial of any requested vacation time is at the sole discretion of the Superintendent. In emergency situations, the Superintendent may revoke any previously approved vacation leave time.

C. Vacation Carry Over

An employee shall not carry over vacation accruals beyond June 30 of each school year. Vacation days unused during the year will be lost as of July 1 of the school year. Vacation days denied due to emergency needs of the District may be carried over to the next school year.

D. Vacation Eligibility

To be eligible for vacation in any calendar year an employee must have worked a minimum of nine (9) months or more in the preceding calendar year. Employees shall not, under any circumstances, accrue vacation time or be entitled to vacation benefits during the period of time when they are absent from the employ of the District by reason of unpaid sick leave, accident, or unpaid leave of absence.

ARTICLE X

SICK LEAVE

A. Sick Leave Accumulation

1. Fulltime twelve (12) month and ten (10) month employees shall earn one (1) sick leave day with pay per each full month worked.
2. Part-time Permanent employees shall earn five (5) days sick leave with pay for each full ten (10) months worked.
3. Employees may accumulate a total of one hundred and sixty (160) sick leave days at any time.
4. Sick leave days shall not count as time worked for the purpose of determining overtime compensation.

B. After an employee has been absent on sick leave for three (3) consecutive workdays, or a total of four (4) workdays in a calendar year, the Superintendent may request a physician's statement at any time.

C. Employees who retire after at least ten years of service will receive thirty dollars (\$30.00) for each day of unused sick leave. This may be credited toward either Family or Individual Health Insurance.

ARTICLE XI

NONDISCRIMINATION CLAUSE

The District and the Unit agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions or employment because of such individual's race, color, religion, sex national origin, age, marital status, Vietnam Era and/or disabled veteran status, or handicapped status: nor will they limit, segregate or classify employees in any way to deprive an individual employee of employment opportunities because of race, color, religion, sex, national origin, age marital status, Vietnam Era and/or disabled veteran status, or handicapped status.

The District and the Unit agree that there will be no discrimination by the District, the Unit, or employees against any employee because of his/her membership in the Unit, or because of any employee's lawful activity and/or support of the Unit, or any employee's desire not to join the Unit, and/or any employee's lack of support of the Unit.

ARTICLE XII

HEALTH INSURANCE

1. The District will make available to permanent full-time and part-time employees a hospitalization and medical plan.

The district may change health insurance carriers or benefits at any time. Should the District wish to change carriers or benefits, it will notify the Unit at least thirty (30) calendar days prior to the proposed change. If requested, the District will meet and confer with the Unit prior to the implementation of change of carriers or benefit.

2. The district will make available health insurance coverage to current, past and future employees hired during the term of this agreement. The District shall contribute a maximum of seventy percent (70%) per month of the premiums for family coverage and one hundred percent (100%) per month of the premium for individual coverage for those employees who are regularly scheduled to work twenty (20) hours per week or more. The minimum twenty (20) hours per week requirement does not apply to unit members employed prior to July 1, 1996. The employee shall pay the remaining premiums.
3. The District will provide Dental Insurance for eligible employees who are regularly scheduled to work twenty (20) hours per week or more. The minimum twenty (20) hours per week requirement does not apply to unit members employed prior to July 1, 1996. Family members may receive dental benefits at a cost to be borne by the employee.
4. Upon retirement, after twenty (20) years of service to the Brookfield Central school District, an employee will be entitled to 50% of an individual health insurance plan premium to be paid for by the District. The retiree will be responsible for the remainder of the premium, the other 50% of the individual plan.
5. Upon the death of an employee his/her spouse may continue in the District health insurance plan. The cost of this continued coverage will be the responsibility of the surviving spouse.
6. Employees who are eligible to participate in the District's Health Insurance for whom the District contributes toward the cost of their premiums are eligible to participate in a Health Insurance buyout as follows:
 - a. If three (3) or less employees participate, the Buyout for Individual coverage is \$750, for Family Coverage, \$2,000.

Article XII (Continued)

Health Insurance

- b. If more than three (3) employees participate, the Buyout for individual coverage is \$1,250, for family coverage, \$2,000.
- c. Employees not participating in the health insurance plan as of June 30, 2005 will be entitled to Buyout amounts for individual coverage in accordance with a, b, and c above.
- d. Notification by the employee for using this option must be submitted in writing to the Business Manager prior to June 30 of the previous year.
- e. Employees who elect not to participate in the Health Insurance Plan must present proof of alternative insurance coverage to the Business Manager.
- f. (1) In the event that the employee elects to rejoin the program, such employee will be limited to rejoining only as allowed by the Health Insurance Plan.
(2) Nothing contained herein shall preclude the employee who has elected this Buyout provision to rejoin the health insurance program (subject to the provision of d.1 above) and carry such health insurance benefits into retirement as provided by this Agreement.
- g. All payments, less appropriate deductions, shall be made at the conclusion of the school year. If an employee who is eligible to receive a buyout amount leaves the employ of the District during the course of a school year he/she shall receive an appropriate prorated amount.
- h. Any employee hired after July 1 and who meets all provisions of this article but is unable to meet the full year provision in Section A above due to being employed less than a full year and receives no health insurance coverage during the school year will receive a prorated buyout amount. Such individual will not be counted as a participant for purposes of establishing payment amounts in Section a, b, or c above.
- i. In the initial year of this agreement only (July 1, 2005 through June 30, 2006) any employee not able to obtain alternative insurance coverage will have until October 31, 2005 to do so.
- k. The actual buyout amount paid to the employee will be prorated based on the period of coverage by the district. Such individual will not be counted as a participant for purposes of establishing payment amounts in Section a, b, or c above.

ARTICLE XIII

PERSONAL LEAVE

- A. All employees shall earn a maximum of three (3) workdays per full year of employment for personal reasons. A workday shall be equal to the employee's normal hours of work. This time must be used in full or one-half day increments and does not accrue from one school year to the next.
- B. Employees will submit the personal Leave Request Form (Appendix A) at least two (2) days prior to the requested leave day to their immediate supervisor. Approval of personal Leave Days may only be granted by the supervisor and/or Superintendent.
- C. Unused personal days will be added to sick leave accumulation.
- D. Family Death Leave
 - 1. An employee shall be granted a maximum of three (3) working days of paid leave for a death in the immediate family (bereavement days). This leave shall extend from the day of said death to the day of the funeral. Sick leave days may be used in addition to the three (3) bereavement days at the discretion of the Superintendent.
 - 2. Immediate family shall be defined as the employee's spouse, children, step-children, parents, **grandparents**, in-laws, sister and brother.
 - 3. An employee shall be granted a maximum of one (1) working day of paid leave for the death of a brother-in-law, sister-in-law, niece or nephew (bereavement day).
- E. Jury Duty
 - 1. Each employee shall notify the Superintendent and the employee's immediate supervisor immediately after receiving a summons for jury duty.
 - 2. An employee serving on jury duty during the regular workday shall be allowed time off without loss of pay.
 - 3. Section 521, subdivision (b) of NYS Judiciary Law states that "(No state or local employee shall be entitled to receive the per diem allowance authorized by subdivision (a) of this section for any regularly scheduled workday on which jury duty services is rendered if, on such day, his or her wages are not withheld on account of such service)". This means that if an employee does not lose pay, the employee is not entitled to the per diem. Travel reimbursement by the courts is not affected by this change and employees are entitled to them.

ARTICLE XIII (Continued)

PERSONAL LEAVE

F. Military Leave

1. An employee called to active duty shall notify the Superintendent as soon as possible after receiving orders to report to active duty.
2. Section 243 (2) of Military Law states in part that “Every public employee shall be entitled to absent himself/herself from his/her position while engaged in the performance of military duty and shall be deemed to have a leave of absence for the duration of such military duty.”
3. Section 242 (5) of Military Law states that “Every officer or employee shall be paid his/her salary or other compensation as such public officer or employee for any and all periods of absence while engaged in the performance of ordered military duty...not exceeding a total of thirty days (30) or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) workdays, whichever is greater, in any one continuous period of such absence.”

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

A. Pregnancy

The District shall grant a leave of absence without pay for reasons of pregnancy to any full or part-time employee upon proper certification of pregnancy by the employee’s physician. Existing legal guidelines, applicable at the time of the request, will be followed in granting the leave.

Accumulated sick leave for periods of disability during a pregnancy and/or after delivery may be used. A physician’s certification of disability must accompany the request to use this sick leave.

B. Parental leave

An unpaid leave of absence for the purpose of child rearing shall be granted to any full or part-time employee in accordance with the following provisions:

ARTICLE XIV (Continued)

UNPAID LEAVES OF ABSENCE

B. Parental Leave (Continued)

1. A written request to the Superintendent is received at least forty-five (45) days prior to the beginning of the leave. The forty-five (45) days may be waived by the Superintendent in case of adoption and it is impossible to give such notice.
2. The leave shall not exceed one year and be for only the first year of the child's life.
3. The Superintendent must be notified by April 1 in the leave year of the employee's intent to return to work the next school year.
4. While on leave, the employee shall have the option to remain an active participant in the health care program by contributing their full cost of the premiums. The District will pay its share of the health insurance premiums only during a month containing a leave of absence in which the employee works more than one-half of the workdays.

C. Unpaid Leave of Absence

1. An employee may request an unpaid leave of absence for a period of up to one year for personal reasons. The request must state the period of time for the beginning and ending of the leave.
2. While on leave, the employee shall have the option to remain an active participant in the health care program by contributing their full cost of the premiums. The District will pay its share of the health insurance premiums only during a month containing a leave of absence in which the employee works more than one-half of the workdays.

ARTICLE XV

VACANCIES

Notice of bargaining unit vacancies shall be posted in the Main Office and the Bus Garage for a minimum period of ten (10) calendar days. A copy of all vacancy notices shall also be provided at the time of posting to the Unit president.

ARTICLE XVI

WAGES AND HOURS OF WORK

A. Wages

1. **Unit members shall receive an increase of three and three quarters percent (3.75%) of their 2013-2014 hourly wage for year one of this Agreement; three and three quarters percent (3.75%) of their 2014-2015 hourly wage for year two of the Agreement; and three and three quarters percent (3.75%) of their 2015-2016 hourly wage for year three of this Agreement.**
2. For the purpose of setting an hourly rate for new employees, a Base Hourly Wage Schedule will be established based on the beginning hourly rate for each job classification. (Appendix B). This will be a suggested schedule for new employees with no prior experience. The District reserves the right to establish hourly rates for new employees.
3. Bus Drivers will be paid their normal hourly rate for extra trips.

B. Work Week

1. The normal work week for twelve (12) month employees shall be forty (40) hours with an additional one-half (1/2) hour unpaid lunch per day. The District retains the right to adjust the starting and ending times and the length of the workday at its discretion.
2. The normal work week for full-time ten (10) month employees shall be thirty (30) hours with an additional one-half (1/2) hour unpaid lunch per day. The District retains the right to adjust the starting and ending times and the length of the workday at its discretion
3. Part-time employees shall work the hours as assigned by the District.

C. Overtime Compensation

1. All hours actually worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each job classification.
2. Beginning on July 1, 2005 hours actually paid for holiday pay will be included in actual hours worked for the purpose of determining overtime pay as defined in C.1. above.
3. All overtime must have prior approval of the employee's immediate supervisor and the Superintendent.

D. Extra Duty Assignments

Any employee assigned to student activity supervisory assignments shall receive forty three (\$43.00) dollars in lieu of any other pay or compensation.

ARTICLE XVI

WAGES AND HOURS OF WORK (continued)

E. Show Up Time Compensation

Any employee who reports to work no earlier than 15 minutes of their regularly scheduled starting time, and prior to receiving notification that school is closed that day, will receive two hours pay at their regular rate of pay. During this two hour period employees will perform duties as assigned.

ARTICLE XVII

ATTENDANCE INCENTIVE

A Unit member who completes the school year (September through June) without using a sick leave day, an unpaid day or an extended leave of absence shall receive an additional **\$200**. This shall be paid no later than July 15 following the school year in which this has occurred.

ARTICLE XVIII

EMPLOYEE RECORDS

The District will maintain a personnel file for each employee covered by this agreement. This file will be located in the Main Office and will be maintained in the following manner:

- A. Each employee's personnel file will be available for his/her review by appointment. It will be the employee's prerogative to have a representative present during the viewing of this file. The review shall be conducted in the presence of the Superintendent or designee after legally confidential material has been removed.
- B. Employees shall have the right to copy the contents of their file at a cost not to exceed ten (10¢) per page.
- C. An employee shall have the right to answer in writing any complaint or derogatory material in his/her file. The written response shall be reviewed by the Superintendent and attached to the complaint or derogatory material(s).
- D. Before any complaint or derogatory material is placed in an employee's file, the employee will sign his/her name on the document except for legally confidential materials. Such signature simply indicates that the employee has seen the document and does not necessarily indicate agreement with content.

ARTICLE XIX

GENERAL WORK RULES

- A. The employees agree to comply with all work schedules, to report for all emergency call-outs for overtime within thirty (30) minutes of being contacted, to maintain workplace safety standards at all time, and complete all assignments as a condition of further employment.

ARTICLE XVII (continued)

GENERAL WORK RULES

- A. Employee's duty time will be monitored by the Superintendent or designee by a sign-in and sign-out sheet at the District's discretion.
- B. Any employee who signs in or out for any other employee or is found to have falsified time sheets shall be subject to disciplinary measures under normal procedures.
- C. Employees agree that tardiness is unacceptable. The Superintendent shall take such action as appropriate in instance of employee tardiness.
- D. Bus drivers and custodial staff who cannot report for a work assignment or schedule to work must notify the Superintendent or designee as soon as possible but not later than one (1) hour prior to the starting time of the assignment or work schedule: for all other personnel, this one (1) hour requirement shall be reduced to thirty (30) minutes. These requirements may be waived in an emergency situation at the discretion of the Superintendent. Any employee who violates this requirement will forfeit any pay or benefits for which otherwise eligible during the assigned work time involved and be subject to other disciplinary action as deemed appropriate by the Superintendent.
- E. Bus routes will be assigned by the Supervisor of Transportation with final approval subject to review by the Superintendent.
- F. Extra Trip assignments will be assigned by the Supervisor of Transportation.
- G. Rest Breaks
- H. All full-time employees who work a minimum of seven (7) consecutive hours per day shall receive two (2) fifteen (15) minute paid rest periods as scheduled by the employee's supervisor or Superintendent.

- I. The District will reimburse the cost of the CDL license upon next renewal.
- J. The District shall provide the Unit with access to a bulletin board in the school building and bus garage, to be used for official union business only.

ARTICLE XX

SICK LEAVE BANK

There shall be established a Sick Leave Bank, the purpose of which is to provide sick leave for Unit members who have exhausted their accumulated sick leave due to extended illness.

Unit members in need of additional sick days due to extended illness shall request the use of the Sick Leave Bank. A doctor's certificate verifying the need for additional sick days will accompany this request.

Only unit members who make a yearly investment of one (1) sick day to the Sick Leave bank will be eligible for the benefits of the bank. Investment of sick days will be donated to the bank by October 1 of each year. A sick leave donation form (see Appendix C) will be completed and returned to the association president who will forward it to the business administrator. Records kept for the sick leave bank will be shared with the unit president in November of each year.

A Sick Leave Bank Committee to be established by the Unit president will review all requests and forward a decision to the Unit member making the request and to the Business Administrator. The decision of the Unit Sick Leave Bank Committee will be final.

There will be five (5) continuous days of absence beyond the accumulated sick leave of the unit member to become eligible for benefits in the bank. Thereafter, payment consistent with the sick leave time allocated from the Sick Leave Bank will continue as usual.

An employee will be limited to fifty (50) sick leave days from the Sick Bank, per school year.

ARTICLE XXI

EMPLOYEES ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) shall be made available to Unit members at no cost to the member. EAP is a voluntary resource that assists individuals who are experiencing significant professional or personal problems by providing confidential, professional counseling leading to improved health and job performance. A Unit member shall be member of the District EAP Committee.

ARTICLE XXII

DURATION OF AGREEMENT

The term of Agreement for this contract is from July 1, 2008 through June 30, 2011.

AGREEMENT

This contract shall be effective as of July 1, 2008 and shall continue in effect through June 30, 2011.

For the Brookfield Central school District:

Signed: _____
Superintendent of School and Hereunto Duly Authorized

For the Educational Support Personnel Unit:

Signed: _____
Unit President and Hereunto Duly Authorized

Date: _____

APPENDIX B

BASE PAY SCHEDULE

			2014-2015
Attendance Aide			\$8.50
Bus Driver			\$12.66
Food Service Helper			\$8.04
Grounds Keeper/Cleaner			\$9.55
Head Custodian			\$1393
School Lunch Manager			\$13.93
Secretary/Typist			\$8.86
Teacher Aide			\$8.04
Transportation Director/ Mechanic			\$13.93
Bus Monitor			\$8.04

APPENDIX A

BROOKFIELD CENTRAL SCHOOL
BROOKFIELD, NY 13314

REQUEST FOR AND RECORD OF LEAVE

Employee's Name: _____ Date Submitted: _____

Date(s) of Absence(s): _____

Type of Leave Requested:

Sick: _____ Personal: _____ Association: _____ Jury Duty: _____

Professional: _____ Vacation: _____

Is a Substitute needed: _____

(Teachers are responsible for obtaining their own substitute and notifying sub service once approval is given.)

Reason for Leave: (if required to state) _____

Employee Signature: _____

Department Head Approval: _____

Superintendent and/or Business Manager Approval : _____

Notes/comments: _____

COPY TO: Person making request
Office

Personal Leave shall be granted when requested two (2) days in advance. The two days can be waived providing an emergency situation can be substantiated.

APPENDIX C

SICK BANK CONTRIBUTION FORM

I wish to contribute sick days from my accumulated sick leave time to the Unit Members Sick Leave Bank.

Name: _____
(Please print)

Number of sick days contributed: _____

Signature: _____

Date: _____

Return this form to the Association President who will give copies to the Business and the Superintendent's secretary.