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

Title: **Burnt Hills-Ballston Lake Central School District and Burnt Hills-Ballston Lake Operations Management Organization (2006)**

Employer Name: **Burnt Hills-Ballston Lake Central School District**

Union: **Burnt Hills-Ballston Lake Operations Management Organization**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **8287**

Unit Size: **4**

Number of Pages: **18**

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sup/8287

Agreement between the  
Burnt Hills-Ballston Lake  
Operations Management Organization  
and the  
Burnt Hills-Ballston Lake  
Superintendent of Schools  
for the Period of  
July 1, 2006 through June 30, 2010

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<b>ARTICLE I RECOGNITION.....</b>	<b>3</b>
SECTION 1 POSITIONS IN THE UNIT .....	3
SECTION 2 NOTICE OF VACANCIES .....	3
SECTION 3 ADDITIONS TO THE UNIT .....	3
<b>ARTICLE II RESPONSIBILITIES OF MEMBERS .....</b>	<b>3</b>
SECTION 1 DUTIES OF THE MEMBERS .....	3
SECTION 2 CHANGES IN OBLIGATIONS.....	3
SECTION 3 INPUT IN NEGOTIATIONS .....	4
SECTION 4 DISCUSSION OF MANAGEMENT STAFFING CHANGES.....	4
<b>ARTICLE III WORK YEAR AND VACATIONS .....</b>	<b>4</b>
SECTION 1 WORK YEAR FOR 12 MONTH SUPERVISORS .....	4
SECTION 2 WORK YEAR FOR 10+ MONTH SUPERVISORS .....	4
SECTION 3 VACATION SCHEDULES .....	4
SECTION 4 UNUSED VACATION DAYS.....	5
SECTION 5 EXIT PAYMENT CONDITIONS .....	5
<b>ARTICLE IV SALARY AND BENEFIT PROVISIONS .....</b>	<b>5</b>
SECTION 1 BASIS FOR SUPERVISORS' SALARY.....	5
SECTION 2 2006-07 SUPERVISOR SALARY BY POSITION .....	5
SECTION 3 2007-08 SUPERVISOR SALARY BY POSITION .....	6
SECTION 4 2008-09 SUPERVISOR SALARY BY POSITION .....	6
SECTION 5 2009-10 SUPERVISOR SALARY BY POSITION .....	6
SECTION 6 FLEXIBLE BENEFITS PLAN.....	6
SECTION 7 BOARD'S SALARY PREROGATIVES.....	6
SECTION 8 SALARY NOTIFICATION .....	6
<b>ARTICLE V LEAVES OF NECESSITY .....</b>	<b>7</b>
SECTION 1 LEAVE ENTITLEMENT .....	7
SECTION 2 DEFINITION OF FAMILY .....	7
SECTION 3 SPECIAL FAMILY CIRCUMSTANCES .....	7
SECTION 4 PERSONAL BUSINESS LEAVE .....	7
SECTION 5 WORKERS COMPENSATION.....	7
SECTION 6 LEAVES FOR LEGAL BUSINESS .....	8
SECTION 7 FAMILY CARE LEAVE .....	8
SECTION 8 NOTICE OF RETURN FROM LEAVE .....	8
SECTION 9 LEAVES OF ABSENCE.....	9
SECTION 10 SICK LEAVE BANK .....	9
<b>ARTICLE VI HEALTH INSURANCE.....</b>	<b>10</b>
<b>ARTICLE VII GRIEVANCE PROCEDURE .....</b>	<b>11</b>
<b>ARTICLE VIII RETIREMENT INCREMENT .....</b>	<b>12</b>
SECTION 1 RETIREMENT PLAN.....	12
SECTION 2 RETIREMENT INCREMENT.....	13
SECTION 3 SICK TIME ACCRUAL UPON TERMINATION .....	13
<b>ARTICLE IX DURATION .....</b>	<b>13</b>
SECTION 1 LEGALITY OF THE AGREEMENT .....	13
SECTION 2 TOTALITY OF THE AGREEMENT .....	13
SECTION 3 LENGTH OF THE AGREEMENT .....	14
<b>ARTICLE X STATEMENT OF CIVIL SERVICE LAW.....</b>	<b>15</b>



## **ARTICLE I RECOGNITION**

### **Section 1 Positions in the Unit**

The Burnt Hills-Ballston Lake Central School District Board of Education recognizes the Burnt Hills-Ballston Lake Operations Management Organization as the exclusive bargaining agent and representative for the supervisory positions listed below. The positions incorporated in such recognition include but are not limited to:

School Lunch Manager  
Supervisor of Custodians  
Supervisor of Buildings and Grounds  
Transportation Supervisor

### **Section 2 Notice of Vacancies**

Notice of newly created or vacated management and/or supervisory positions will be provided to members of the bargaining unit at least ten (10) working days prior to the date set forth in the notice as the time before which applications for consideration for the vacancy should be submitted.

### **Section 3 Additions to the Unit**

All newly created, greater than half-time supervisory or management positions, within the support service staff, shall be automatically included in this unit and shall be represented by the Burnt Hills-Ballston Lake Operations Management Organization for the purpose of negotiating terms and conditions of employment.

## **ARTICLE II RESPONSIBILITIES OF MEMBERS**

### **Section 1 Duties of the Members**

The members covered by this agreement shall perform such duties as may reasonably be required for the efficient management of the support services program.

### **Section 2 Changes in Obligations**

Any changes in supervisory or administrative obligations will be discussed with the supervisor concerned. They will be defined and scheduled with sufficient time to allow for satisfactory job performance.

### **Section 3 Input in Negotiations**

Support services supervisors will be informed of non-economic union demands which relate to their responsibilities. Input from supervisors will be solicited in developing district proposals and counter-proposals.

### **Section 4 Discussion of Management Staffing Changes**

The president will have an opportunity to discuss with the Superintendent any changes in management within this unit.

## **ARTICLE III WORK YEAR AND VACATIONS**

### **Section 1 Work Year for 12 Month Supervisors**

During the first year of their employment in the District, such employees shall work 235 days, except that vacation credit accumulated by a supervisor during prior District service may be applied on a pro-rated basis to the reduction of work days. Supervisors without prior District service who are hired after July 1 will have their first-school year vacation entitlement reduced by one (1) day per month for hiring dates after July 1. In no case will a first-year supervisor beginning work on July 1 who is new to the District have less than a 225 day work year. From the second through the fifth years of employment, supervisors employed on a 12-month basis will work 225 days. Beginning with the sixth year, the work requirement for supervisors working 225 days will decrease one day for each year of employment for these job titles until only 220 work days are required after ten years of service.

### **Section 2 Work Year for 10+ Month Supervisors**

Ten month supervisors shall work the 185 days scheduled on the school calendar adopted annually by the Board of Education. A specific schedule for the remaining work days will be mutually determined with the Assistant Superintendent for Support Services and will be submitted in writing to the Assistant Superintendent for Support Services by July 1 of each school year.

### **Section 3 Vacation Schedules**

12-month supervisors shall mutually develop schedules with the Assistant Superintendent for Support Services and will submit a vacation schedule in writing to the Assistant Superintendent for Support Services by July 1 of each school year. It is understood that these schedules may be altered for cause. It is further understood that 225 day employees will not include the paid holidays approved annually for non-instructional employees in their 225 work days for any year. Supervisors shall accrue their full vacation entitlement

on July 1 of each fiscal year. A 12 month supervisor shall receive twenty (20) vacation days per year for their first five years of employment and beginning in year six shall accrue one (1) additional day per year, not to exceed a maximum of twenty-five (25) days. Supervisors hired after August 1 will receive a vacation entitlement reduced by two (2) days per month from July 1.

**Section 4 Unused Vacation Days**

A maximum of fifteen (15) unused vacation days may be carried over from one school year to the next. A maximum of eight (8) additional days of unused vacation time may be accrued each year to the personal sick leave bank. Five (5) unused vacation days must be used within the first five months of the succeeding school year.

**Section 5 Exit Payment Conditions**

In the event that a supervisor's employment with the District is terminated for any reason, (i.e. retirement, resignation, involuntary termination, or any other reason) the supervisor shall accrue two (2) vacation days per month from July 1 of a given fiscal year to the day of termination. If the supervisor completes a full year of employment in a termination year, their full vacation entitlement shall be earned up to a maximum of 30 days. Accrued vacation days will be paid out at the per diem rate. Supervisors who terminate employment with Burnt Hills-Ballston Lake CSD and have used more vacation days than the set accrual rate of two (2) days per month in a new fiscal year shall be required to pay back the unearned income at the employee's per diem rate.

**ARTICLE IV SALARY AND BENEFIT PROVISIONS**

**Section 1 Basis for Supervisors' Salary**

Supervisor salaries for each position are based upon an appropriate relationship between the number of days of work required by each position, a position responsibility factor built into the salary, and years of experience in the position. The District reserves the right to determine the initial salary by position upon any vacancy within the unit. The District reserves the right to provide district owned vehicles to positions within this unit depending upon availability, and as deemed necessary for the purpose of carrying out the responsibilities of the position.

**Section 2 2006-07 Supervisor Salary by Position**

School Lunch Manager	\$47,028
Supervisor of Custodians	\$62,992
Supervisor of Buildings and Grounds	\$71,446
Transportation Supervisor	\$69,467



**Section 3 2007-08 Supervisor Salary by Position**

School Lunch Manager	\$48,980
Supervisor of Custodians	\$65,606
Supervisor of Buildings and Grounds	\$74,411
Transportation Supervisor	\$72,350

**Section 4 2008-09 Supervisor Salary by Position**

School Lunch Manager	\$51,012
Supervisor of Custodians	\$68,329
Supervisor of Buildings and Grounds	\$77,499
Transportation Supervisor	\$75,352

**Section 5 2009-10 Supervisor Salary by Position**

School Lunch Manager	\$53,129
Supervisor of Custodians	\$71,164
Supervisor of Buildings and Grounds	\$80,715
Transportation Supervisor	\$78,480

**Section 6 Flexible Benefits Plan**

The District will offer a flexible benefits plan, as permitted by Section 125 of the Internal Revenue Code. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax. If manageable by the District, other benefits that are permitted by Section 125 will be extended to members of the Operations Management Organization prior to the expiration of this Agreement. Effective January 1, 1998, the district expanded its Section 125 plan to permit salary deductions for dependent care. The plan requires a minimum annual dependent care contribution of \$1,000.

**Section 7 Board's Salary Prerogatives**

The Board of Education and the Superintendent reserve the right, in unusual circumstances, to pay individual supervisors more than the indicated maximum salary.

**Section 8 Salary Notification**

Following the ratification by both parties of a newly negotiated agreement between the Burnt Hills-Ballston Lake Operations Management Organization and the Burnt Hills-Ballston Lake School District, salary notification will be provided unit members within a reasonable period of time.

## **ARTICLE V LEAVES OF NECESSITY**

### **Section 1 Leave Entitlement**

- A. A total of twenty (20) days leave per year will be granted supervisory personnel for sick leave, illness in the family, and death in the family, with unlimited accumulation. No more than ten (10) days leave for illness in the family can be used in any single school year.
- B. In any one year a maximum of three (3) days in addition to those described in section 1A may be used for personal business which cannot be transacted during times other than the employee's work hours. If an employee does not use personal leave during the employment year, the unused personal leave remaining shall be added to the employee's sick leave accumulation.

### **Section 2 Definition of Family**

The following will be considered family:

Husband, wife, children, step children and other related members of the employee's immediate household, father, mother, sister, brother, sister-in-law, brother-in-law, grandfather, grandmother, grandchild, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, aunt, uncle, niece, nephew, step-father, step-mother, son-in-law, daughter-in-law, and a person with whom the employee lived for a period of time as part of household and to whom the employee looked as a parent-in-fact.

### **Section 3 Special Family Circumstances**

In situations where death or critical illness in the family of an individual occurs more than once during a single year, the Superintendent may grant an additional four days, non-accumulative to an individual, beyond the specified 10 days in Section 1.

### **Section 4 Personal Business Leave**

In any one year a maximum of three (3) days may be used for personal business which cannot be transacted outside regular school hours. For example, personal days cannot be used to extend a vacation, for shopping, or for medical and dental appointments except in cases of emergency. A supervisor wishing to use a personal day either the day prior to, or following, a regular scheduled vacation or holiday must have the prior approval of the Assistant Superintendent for Support Services. Absence from one's school assignment to work in another compensated situation is not an acceptable use of personal business days.

### **Section 5 Workers Compensation**

The Board of Education will pay the difference between workers compensation and the

supervisor's salary for a time period up to 15 months in situations where the Workers Compensation Board has established the validity of the supervisor's claim. In any absentee situation under consideration by the Workers Compensation Board, the supervisor's sick leave bank will be charged pending determination by the Workers Compensation Board. If the supervisor's disability is approved for compensation, sick leave days will be restored according to the following formula:

Total workers compensation benefits divided by average daily pay rate equals sick leave days to be reimbursed.

A supervisor approved for a workers compensation award will be permitted to participate in the health, dental, and prescription drug insurance program on the normal shared basis with the district (80/20 family, 90/10 individual) up to a maximum of 15 months from the beginning date of the award. If an individual continues on workers compensation beyond fifteen (15) months, the health insurance premium will be shared 50/50 during the remaining time of the award.

### **Section 6      Leaves for Legal Business**

Temporary leaves with full pay will be granted to supervisors when attendance is required at PERB hearings, court hearings, legislative hearings and other non-compensated legal processes providing such requirement is not the result of violation of Section 210 of Civil Service Law. Should a member of the bargaining unit be summoned for jury duty, the member will provide a copy of the notice to the Human Resources Office and the school district will continue to pay the staff member's daily salary.

### **Section 7      Family Care Leave**

- A. A leave of absence for family care will be granted up to a total of two years maximum time. The Board of Education may consider a subsequent request made by a supervisor to return to employment prior to the originally approved termination date, provided there is a vacancy for which the supervisor is qualified.
- B. Request for such leave should be made at least 30 days before the date that the requested leave is to begin. For probationary employees, the period of leave shall be an interruption of the probationary period.

### **Section 8      Notice of Return from Leave**

Supervisors scheduled to return from leave at the beginning of the school year must notify the Personnel Office, in writing, by April 1 preceding the July return date concerning their intention to return. Supervisors scheduled to return at the beginning of the second semester, if return during the school year has been approved, must notify the Personnel Office, in writing, by November 15 preceding the return date concerning their intention to return.

## **Section 9 Leaves of Absence**

Unpaid leave for up to two (2) years may be granted in compliance with Board of Education policy. A written request by the supervisor is required at least four (4) months prior to the beginning of the leave.

## **Section 10 Sick Leave Bank**

1. The purpose of the sick leave bank is to provide sick leave for those participating supervisors who have a prolonged, catastrophic or long term illness and/or injury and who have exhausted all their available personal sick leave. This benefit would not be available in a workers compensation injury matter. The Business Administrator and Construction Manager may also participate in this sick leave bank program.
2. Each supervisor covered by this agreement who chooses to participate in the sick leave bank shall contribute five (5) sick leave days to the bank within the first fifteen (15) days of the effective date of the supervisor's appointment. Such days become permanently part of the sick leave bank and cannot be withdrawn.
3. New supervisory employees choosing to participate shall contribute five (5) days within fifteen (15) days of the effective date of employment.
4. Supervisors who have not participated in the sick leave bank, and who subsequently choose to participate, may join within the first fifteen (15) school days of July of any school year. However, such supervisors must match the number of days they would have already contributed to the sick leave bank during the time of their employment in the district since the establishment of the sick bank.
5. A Sick Leave Bank Committee, composed of the President of the Operations Management Organization, or his/her designee, and the Superintendent of Schools, or his/her designee, shall administer the sick leave bank program. The committee may grant up to thirty (30) sick leave days per application. All decisions to accept or reject an application shall be non-grievable.
6. Future contributions will be required when the number of days in the bank is diminished to a number that equals three (3) times the number of administrators included in the sick bank. At that time, the Sick Leave Bank Committee will determine the rate of additional contributions, not to exceed five (5) days per participant per year.
7. Eligibility to draw from the sick leave bank shall be limited to those participants who:
  - a. Have exhausted all other paid leave entitlement.

- b. Provide medical evidence of prolonged, catastrophic, or long term illness or injury acceptable to the Sick Leave Bank Committee.
  - c. Make application to the Sick Leave Bank Committee on the appropriate form.
8. If agreement on a grant is not achieved by the committee of two, or an applicant is dissatisfied with the decision of the Sick Leave Bank Committee, an appeal can be made by the applicant to a review board composed of two members appointed by the Superintendent of Schools, two members appointed by the Operations Management Organization President, and one additional member acceptable to both the Superintendent and the Operations Management Organization President. The decision of the review board shall be final, binding, and non-grievable.
  9. The maximum number of days available to each participant who meets the criteria in Section 7 is limited to 225 days.
  10. The district will contribute five (5) sick leave days for each supervisor who joins the sick leave bank. The five (5) days will be added to the bank at the time of the supervisor's initial contribution.

**ARTICLE VI HEALTH INSURANCE**

An insurance committee composed of representatives from each bargaining unit proportional to the number of individuals represented by each bargaining unit, and chaired by the Assistant Superintendent for Support Services, will act in an advisory capacity to the Superintendent and Board of Education on insurance related matters. The school district will provide the following health insurance coverage during the life of this agreement:

Hospitalization, doctor and major medical insurance.  
 Dental insurance coverage including x-ray, preventative, restorative, prosthetic, and orthodontic services.  
 In addition, a \$3 prescription drug rider to the major medical coverage will be available. In the 2001-02 school year prescription co-pay was increased as follows:  
 Mail Order: \$0 Co-Pay, Generic: \$3 Co-Pay, Name Brand: \$6 Co-Pay

The school district's contribution toward a member's premium for both hospitalization and dental coverage will be:

Single membership	-	90%
Family membership	-	80%
Retired membership	-	50%

Returned premium, that is, the amount returned to the district by the carrier in periods of low losses, if any, will be reported to the Insurance Committee.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **A. Purpose:**

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedure for the satisfaction of grievances.

### **B. Definitions:**

1. A "grievance" shall mean any claim by a member of the negotiating unit of a violation, misinterpretation or inequitable application of the terms of this agreement, or any policy or administrative regulation of the Board of Education.
2. "Policy" or "administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book.
3. "Days" shall mean school days as designated on the current school calendar.

### **C. Procedure:**

#### **Level 1**

A grievance will first be discussed with the Assistant Superintendent for Support Services with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
2. Request the organization representative to accompany her/him, or,
3. Request the organization representative to act in her/his behalf. If the grievance is not resolved informally, the grievant shall present a written statement of grievance and the relief desired to the Assistant Superintendent for Support Services. Failure to present a written statement of grievance within thirty (30) days after the occurrence of the claimed grievable event, shall result in a waiver of all rights involved. Within ten (10) days of the presentation day of the written statement of grievance, the Assistant Superintendent for Support Services shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the organization, and to the Superintendent of Schools.

#### **Level 2**

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within ten (10) days file with the Superintendent of Schools an appeal in writing on forms supplied by the district requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance as submitted at Level 1, a specification of what section of this agreement, or policy, or regulation has been violated, a statement of why the determination of Level 1 was

unsatisfactory, and the relief that the grieving party desires. The Superintendent or his/her designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within six (6) days after the presentation of the appropriate appeal documents to the Assistant Superintendent for Instruction's office. Such meeting shall be an attempt to resolve the grievance. Either party may record the proceedings for their own use. Within six (6) days after such a meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth his/her reasons for such conclusion. A copy of such decision shall be given to the employee, the organization and the President of the Board of Education. Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 2 of this grievance procedure.

### **Level 3**

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 2, and the alleged grievance claims a violation, misinterpretation or inequitable application of the terms of this agreement, he/she may, within twenty (20) days, file with the Assistant Superintendent for Support Services an appeal in writing, on forms supplied by the district, requesting his/her grievance be submitted to the Board of Education. Such request shall include, among other things, specification of what section of this agreement has been violated, a statement of why the determination on Level 2 was unsatisfactory, and the relief that the grieving party desires. The Superintendent of Schools shall within ten (10) days after receipt of the appeal arrange for a hearing of the grievance by the members of the Board of Education. The President of the Board of Education, or a designee, will act as the hearing officer. The members of the Board shall meet with the employee, any Organization representative the employee desires, the Superintendent of Schools, and any other parties directly involved in the grievance in question. All hearings held shall be in closed sessions. Such hearing shall be an attempt to resolve the grievance. Within ten (10) days after such a hearing, the President of the Board of Education, or a designee, shall make a decision in writing regarding the grievance and set forth the reason for such a conclusion. A copy of such decision shall be given to the employee, the organization, and the Superintendent of Schools. The decision shall be final and binding on all the parties.

## **ARTICLE VIII RETIREMENT INCREMENT**

### **Section 1 Retirement Plan**

- A. All eligible Tier I and Tier II employees within the bargaining unit shall be members of the New York State Employees Retirement System Plan 75I, Improved Non-Contributory.
- B. As provided by law, Tier III and Tier IV employees shall during the term of this agreement be eligible for the CO-ESC retirement program (3% contribution). In addition, the District shall provide the guaranteed minimum death benefit, known as the 60-b Plan.

- C. The District shall continue to provide option 41-j of the Retirement Law. This plan provides that employees may apply 165 days of accumulated unused sick leave credits which an employee has at the time of retirement, towards additional service credit.

**Section 2 Retirement Increment.**

For retiring supervisors with ten years of Burnt Hills service who are eligible and apply for New York State Retirement and who have submitted a letter of resignation to the Superintendent of Schools at least 60 days prior to the effective retirement date, an account will be established and used by the District to pay the difference between the retired employee's total health insurance premium and the percentage of premium paid by the District for the retiree's health insurance. The total amount used to fund this account will equal \$60 per day for accrued sick leave in excess of 65 days at the time of retirement. These monies will continue to be used for health insurance premiums until they are completely expended. The effective retirement date will be used to determine the total number of accumulated unused sick days. In addition, each retiring unit member who meets the eligibility criteria stated above will receive a retirement termination increment equal to \$7,500. This stipend will also be used for health insurance premiums until completely exhausted.

**Section 3 Sick Time Accrual Upon Termination**

In a termination year, a supervisor shall accrue two (2) sick days per month from July 1 to the day of termination up to a maximum of twenty (20) days.

**ARTICLE IX DURATION**

**Section 1 Legality of the Agreement**

In the event any portion or portions of this agreement shall be found to be unlawful, only those portions so found shall be null and void and the remainder of the contract shall remain in full force and effect.

**Section 2 Totality of the Agreement**

This document constitutes the entire agreement between the parties and no further matters shall be negotiated under this agreement.



### **Section 3      Length of the Agreement**

This contract shall be in effect for the period from July 1, 2006, through June 30, 2010. Negotiations for a successor contract shall commence no later than March 1, 2010. Upon a request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 days following such a request.

**ARTICLE X STATEMENT OF CIVIL SERVICE LAW**

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 THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1<sup>st</sup> day of July, 2006

SUPERINTENDENT OF SCHOOLS BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS

BY: 

BURNT HILLS-BALLSTON LAKE OPERATIONS MANAGEMENT ORGANIZATION

BY: 

