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CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF
BRIGHTON CENTRAL SCHOOLS

AND

THE BRIGHTON CUSTODIAL MAINTENANCE
ASSOCIATION

EFFECTIVE JULY 1, 2011

through

JUNE 30, 2014

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ARTICLE I

AGREEMENT

This agreement made and entered into this 1st day of July 2011 by and between the Board of Education of the Brighton Central School District, hereafter referred to as the “Board” and the Brighton Custodial Maintenance Association, hereafter referred to as the “Association”. They mutually agree that this Agreement shall be in effect from July 1, 2011, through June 30, 2014.

ARTICLE II

RECOGNITION

The Brighton Central School District Board of Education, having satisfied itself that a majority of the employees in the negotiating unit consisting of all the full-time and regular part-time maintenance personnel employed by the Brighton Central School District, excluding all Supervisory and Salaried Personnel, this unit consisting of all Cleaners, Cleaner/Custodians, Custodial Assistants, Driver-Messenger, Maintenance Men, Maintenance Mechanic I, Maintenance Mechanic II, Carpenter/Custodian, and Grounds Equipment Operator have designated the Brighton Custodial-Maintenance Association to act as the negotiating representative of said personnel, hereby recognizes the Brighton Custodial-Maintenance Association as the exclusive negotiating representative for the personnel in said negotiating unit.

Said unchallenged recognition status shall continue until seven months prior to the expiration of this Agreement. A petition to certify or decertify may be filed pursuant to the rules, regulations, and procedures of the Public Employees' Relations Board as amended from time to time.

1.

ARTICLE III

ASSOCIATION RIGHTS

1. The Board agrees to deduct membership dues in the Association from the wages of such employees who individually and voluntarily authorize the Board to deduct same. Authorization for said deductions shall be in writing and shall be substantially in the following form:

PAYROLL DEDUCTION AUTHORITY

(Print) Last Name	First	Department
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Address

I hereby authorize the deduction from my salary of _____ bi-weekly for the payment of membership dues in the Brighton Custodial-Maintenance Association. This will also authorize you to make deductions in the succeeding years of my employment in the amount certified by the Brighton Custodial-Maintenance Association as required for the payment of my membership dues in said Association. I understand that this authorization may be revoked at any time by written notice to you.

Employee's Signature	Date
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- 2. The Association shall provide the Board with a list of unit members for whom dues should be deducted and the original signed dues authorization card for such employees who have voluntarily authorized the Board to deduct dues.
- 3. The Board, following each payroll, shall furnish the Association with a list containing member names and the amount deducted from each respective paycheck.
- 4. The Association will indemnify and save harmless the Board from any and all claims and disputes by reason of its acting to satisfy the provisions of this Article.

GENERAL POLICIES OF SALARY AND CONDITIONS OF EMPLOYMENT

Appointment

All custodial and maintenance employees shall be in one of the following job classifications (Class):

<u>Job Title</u>	<u>Classification</u>
Cleaner	3
Cleaner/Custodian	4
Custodial Assistant	7
Grounds Equipment Operator	7
Maintenance Mechanic III	7
Maintenance Mechanic II	9
Driver-Messenger	9
Maintenance Mechanic I	11
Carpenter-Custodian	13

Jobs not falling in Classes 3 through 13 shall be considered as Miscellaneous jobs and filled by employees in Class 0 positions. In general, employees falling in Class 0 category are part-time (substitute) employees.

Promotions

The availability of new positions or openings in existing positions within the unit will be posted for at least five (5) working days after the vacancy occurs. Any unit member may apply for such position in accordance with rules and regulations to be maintained by the Board and Civil Service.

Work Hours

Each employee is expected to be on the job and ready to work at his/her designated time. Each employee shall report to his/her immediate supervisor any anticipated absence or tardiness as soon as such fact is known in order that replacement may be made.

Any individual finding it necessary to leave his/her job during working hours must, when possible, have the prior approval of his/her supervisor or Director for Operation and Maintenance, and shall ring out his/her time card before leaving. In no instance shall any employee ring in or out any time card except his/her own.

3.

Work Hours (Continued)

The general work load shall be 40 hours per week. Hours worked shall be computed to the nearest

quarter hour. Daily work hours shall be scheduled to conform with the work load of particular assignments. Weekly work hours of cleaners shall be determined on the basis of the work load of their particular assignments. The normal working hours of all employees may be adjusted to accommodate the work load during special times such as summer and vacation periods.

Uniforms

Identification badges will be provided for all unit members. All unit members are required to wear these badges.

Employees who have designated District assignments rather than building assignments will be provided with and required to wear uniforms. Grounds Equipment Operators may elect not to wear school uniforms. The decision, once made, is for the entire year.

A winter jacket and bibs will be provided by the District for staff assigned outdoor work as determined by the Director for Operation and Maintenance.

Tobacco-Free Schools

Use of tobacco in school buildings, on school property, and in school vehicles is prohibited at all times.

Vacation Allowance

All 40 hour per week/52 weeks per year employees of the Association are allowed annual vacations at full pay based on the average weekly hours of employment exclusive of overtime during the year preceding the time when vacation time is to be taken and in accordance with the following schedule:

One day for each month of continuous service during the first period of employment prior to July 1 (the first month thereof counts as 1 month) with a maximum of 10 days.

- 11 days after 2 years of continuous employment
- 12 days after 3 years of continuous employment
- 13 days after 4 years of continuous employment
- 15 days after 5 years of continuous employment
- 16 days after 6 years of continuous employment
- 17 days after 7 years of continuous employment
- 18 days after 8 years of continuous employment
- 19 days after 9 years of continuous employment

4.

Vacation Allowance (Continued)

- 20 days after 10 years of continuous employment
- 21 days after 12 years of continuous employment

- 22 days after 14 years of continuous employment
- 23 days after 16 years of continuous employment
- 24 days after 18 years of continuous employment
- 25 days after 20 years of continuous employment

All part-time employees who work on a 12 month basis will receive vacation benefits upon completion of 5 years of continuous service. Their vacation eligibility allowance will be the same as full-time personnel.

If an employee dies while in active service with the school district, full payment in lieu of earned vacation time shall be made to the deceased employee's estate. This shall consist of:

1. Any unused vacation that was earned in the previous fiscal year.
2. Prorated credit for time worked in present fiscal year, using the previous July 1 earned credit as the base.

Upon leaving the employ of Brighton Central Schools, any vacation credits earned will be prorated, and paid in final pay check, using the previous July 1 earned credits as the base. However, this will not be applicable until an employee reaches his/her first July 1.

Vacation time becomes effective July 1st of the fiscal year following the date of initial appointment and shall be taken according to a schedule approved in advance by the immediate supervisor. Some vacation days may be approved for times other than summer for 12 month employees. For calculating vacation eligibility, any time worked during the first calendar month of employment, shall count as one month. For later years' eligibility calculations the first period of employment prior to July 1 shall count as one full year.

During the life of this agreement, up to 10 working days of vacation time may be carried over beyond the year in which it is due with the approval of the Supervisor of Buildings and Grounds.

Holiday Pay

- a. 40 hours per week, 52 weeks per year staff shall receive: Day Before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day Following Thanksgiving, Day Before Christmas and Christmas Day.

5.

Holiday Pay (continued)

- b. Regular part-time staff (at least 20 hours a week but less than 40, for 52 weeks a year): Day Before New Year's Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day,

Thanksgiving Day, Day Following Thanksgiving, Day Before Christmas and Christmas Day. Holiday pay shall be their normal number of hours worked multiplied by regular hourly rate.

Miscellaneous Holiday Provisions

- a. Full-time employees who work any legal holidays will receive time and one-half in addition to the regular holiday pay.
- b. To be eligible for holiday pay an employee must be at work the day preceding the day off and the day following unless prohibited by their assigned work schedule or absence approved by immediate supervisor and the Director for Operation and Maintenance.

Overtime Pay

Overtime will be granted upon prior approval of the Director for Operation and Maintenance to employees in non-salaried positions at the rate of time and one-half. Overtime will be considered any time in excess of 40 hours per week. Sunday pay, if required to work, will be paid at double time.

Supervisory Replacement

When a unit member temporarily assumes the duties of a Supervisor (salaried) who is out for an extended illness (at least 2 working days) such unit member shall be paid an additional amount which shall be the highest of:

- a. The beginning Custodial Assistant rate of pay plus .40 an hour **-or-**
- b. Present rate of pay plus .40 per hour.

This increment shall be retroactive to the first day in which the supervisory responsibilities were assumed.

Out of Title Adder

Whenever a unit member replaces a member in a higher classification, he/she shall be paid for these replacement hours at a rate which shall be the highest of.-

- a. The beginning rate of the replacement classification **-or-**
- b. The member's present hourly rate plus .40 per hour

6.

School Closed Due To Weather

On days when school is closed due to weather conditions, all custodial and maintenance employees are expected to report to work and will not receive compensatory time off. Employees may take vacation time. School closings will be announced over radio stations WHAM, WSAY,

WCMF, WPXY, and WEZO and on TV Channels 8, 10, 13, and 21.

School Closed Due To Other Emergencies

Where an emergency, other than weather does not create a situation hazardous to the health and well being of employees, such employees shall report to work as scheduled. Employees failing to do so shall receive no compensation for such days. The Superintendent shall be responsible for determining whether such a hazardous situation exists and if so to communicate this determination over the same radio stations as in the paragraph above.

Longevity Payment

A longevity award of \$375 shall be paid annually to all full time employees upon completion of ten years of consecutive full time service; \$425 upon completion of fifteen years of consecutive full time service; and \$450 upon completion of 20 years of consecutive full time service. These awards shall be effective as of July 1, 1997, and shall be payable in total with the first pay period of December, or upon termination. Any portion of the first fiscal year of employment shall count as one year.

ARTICLE V

COMPENSATION AND RELATED BENEFITS

Hourly Rate Adjustments

Effective July 1, 2011 – 2.3% of total monies available based on wages of returning unit members.
Effective July 1, 2012 – 2.0% of total monies available based on wages of returning unit members.
Effective July 1, 2013 – 2.0% of total monies available based on wages of returning unit members.

Distribution guidelines effective July 1, 2008 and beyond:

- Based on 12 month attendance period
- Count sick days only
- First 3 sick days do not count
- Letters of Reprimand to be used as in previous contract periods
- Sick leave of 10 consecutive days or longer will not be counted provided the District receives a doctor's statement excusing the unit member from work and is confirmed by the District if necessary.

7.

Hiring Ranges

Title of Position	Class	Hiring Range
Cleaner	3	\$10.05 - \$13.94
Cleaner/Custodian	4	\$9.66 - \$14.87

Custodial Assistant	7	\$10.91 - \$17.62
Ground Equipment Operator	7	\$10.91 - \$17.62
Maintenance Mechanic III	7	\$10.91 - \$17.62
Driver-Messenger	9	\$11.86 - \$18.31
Maintenance Mechanic II	9	\$11.86 - \$18.31
Maintenance Mechanic I	11	\$12.94 - \$22.75
Carpenter-Custodian	13	\$13.90 - \$21.62

Shift Differential

Each unit member who works on a shift ending after 8:00 p.m. shall receive an additional .30 per hour to the base hourly rate of the employee; an additional .10 per hour will be added for any employee regularly working a shift ending after midnight. If a staff member works more than one-half of their time after 2:30 on a permanent basis they will receive the shift differential from the time past 2:30.

Absences-Without Deduction In Salary

In order to qualify for an absence without a deduction of salary, an employee must be a full time employee unless specific mention is made to the contract or in accordance with provisions of the law.

Sickness

1. For full time employees sick leave shall be accumulated from the date of initial appointment or from the first day following complete expiration of accumulated sick leave according to the following schedule until a maximum allowable sick leave is reached:

<u>Length of Continuous Service</u>	<u>Total Sick Leave Allowance</u>
Less than 2 months	0 days sick leave
2 months	1 day sick leave
3 months	2 days sick leave
4 months	3 days sick leave
5 months	4 days sick leave

8.

Sickness (continued)

<u>Length of Continuous Service</u>	<u>Total Sick Leave Allowance</u>
6 months	5 days sick leave
7 months	6 days sick leave
8 months	7 days sick leave

9 months	8 days sick leave
10 months	9 days sick leave
11 months	10 days sick leave
12 months	12 days sick leave
	for 40 hour per week/52 weeks per year employee

For calculating sick pay eligibility, any time worked during the first calendar month of employment shall count as 1 month. For each year of service beyond the first year, sick leave shall be accumulated at the rate of one per month worked to a maximum of twelve days per year, to a cumulative total not to exceed 180 days.

For regular part-time staff (at least 20 hrs. per week but less than 40 hrs., for 52 weeks a year): computed as for full time above; daily allowable absence to be pro-rated to regular daily hours worked.

In the event that the employee's accumulated sick leave becomes exhausted a further sickness allowance shall be extended to all full time employees. This shall provide for the continuance of 70% of their salary for a period of one year. This allowance will commence on the twenty-first working day following the date in which the sick accumulation has been exhausted. This allowance will be 70% of the employee's basic earnings. This allowance shall consist of any payments collectible from Workers' Compensation, Primary Social Security, State Compulsory Disability Plans plus the District's self insurance. This allowance will continue for a period of one year. The intent of this 70% salary continuance is to afford income protection during a prolonged illness or disability, and is not intended to provide additional benefits for casual and/or short-term illness.

In special instances, the Superintendent of Schools or his/her designee, with the recommendation of the Director for Operation and Maintenance, may waive the deductible period. Requests for waiver shall be accompanied by a statement signed by the employee and/or private physician certifying illness.

When absence due to illness exceeds full time sick leave accumulations or at the request of the supervisor at any time, a statement certifying illness of sufficient gravity to warrant absence from employment shall be signed and presented by the employee to his/her immediate supervisor. This statement shall be attached to the payroll before payment for days absent due to sickness may be made. In instances of prolonged or frequent illness, the

9.

Sickness (continued)

Superintendent of Schools or his/her designee may require a physical examination or certification by the attending physician indicating the nature of the disability and the extent to which it may interfere or prevent the individual from performing the normal duties of his/her position.

The Superintendent of Schools shall seek the advice of the Chief School Physician and

shall obtain a written opinion as to the individual's fitness to perform the normal duties of his/her position before disapproving a claim for benefits as provided under the policies of the school district. If an individual refuses to submit to such physical examination when requested by the Superintendent of Schools, any claim for benefits under the sick-leave provision may be withheld by the Superintendent of Schools or denied by the action of the Board of Education.

2. Of the twelve days allowable absence for sickness, two days may be used for sickness in the immediate family.
3. Each employee will be notified at the beginning of a new work year as to the number of days allowable sickness he/she has accumulated.
4. Upon severance of employment, all unused accumulated sick leave is canceled. No payment for unused reserve will be made. If re-employed, the employee may not activate any unused reserves.

Personal Obligation

Up to three (3) days of absence per year without deduction in salary may be allowed for compelling Personal Obligations when the application is made on the forms available and when such application is approved by the Superintendent of Schools.

Personal Obligation leaves may be taken only for those obligations that cannot be met outside regular working hours. Use of Personal Obligation Leave for personal leisure or vacation purposes, or for other employment, is specifically prohibited. Personal Obligation Leave cannot be taken before and after holiday or vacation periods. Employees must indicate the specific reason for requesting use of a personal day.

Any requests for extensions to this provision must be submitted, in advance, to the Superintendent of Schools. Only upon his/her approval may Personal Obligation Leaves be extended. When absence for Personal Obligation beyond the allowable three days has not been approved by the Superintendent of Schools, a deduction of salary shall be made. (The salary deduction will be the current per them rate for each day of absence.)

10.

Other Absences

Death In The Family

Up to five (5) days absence with full salary may be allowed in the event of death in the staff member's immediate family.* Under unusual circumstances this allowable absence may be extended by the Superintendent of Schools.

Jury Duty

Staff members called for jury duty shall receive their salary less the amount of jury fees.

Accidents

The Board of Education carries compensation insurance on all employees. In the event of absence due to a job related accident an employee will receive his/her normal sick pay and insurance benefits during his/her absence. Upon receipt of any award from the compensation carrier the employee will reimburse the district for any sick pay received and will have his/her sick bank adjusted accordingly.

Maternity Leave/Child Care Leave

Pregnancy shall be treated like any other disability. The employee shall provide the district with a doctor's statement with the anticipated confinement date. A maternity leave of absence shall become effective not later than the date when it has been determined on the advice of a physician that continued employment would be detrimental to the health of the expectant mother or her expected child.

A staff member will return from maternity leave as soon as a physician has certified her fit to perform her duties or she may request an unpaid child care leave. However, a maternity/child care leave shall not extend more than twelve months following the birth of the child. Leaves of absence for maternity/child care are not granted employees serving in provisional appointments.

Other Leaves of Absence

Leaves of absence for personal reasons other than sickness or maternity leaves may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools.

****Immediate family: Spouse, parent, brother, sister, child, grandparent, or grandchild, by bloods marriage, or legal adoption.***

11.

Health Insurance

The Board of Education shall provide a health insurance plan available to all full-time employees who are members of the bargaining unit. The plans include Blue Cross and Blue Shield, Major Medical, Blue Point 2 Extended, Blue Point 2 Select and Blue Point 2 Value or other carrier or coverage providing benefits of at least equal value.

All members who are enrolled in Blue Point 2 Value shall contribute 5% of the total cost of the plan. The District will contribute 95% of the premium for Blue Point 2 Value.

Unit members selecting Blue Point 2 Select shall contribute 12% of the total cost of the plan. The District will contribute 88% of the premium for Blue Point 2 Select.

If a unit member selects a plan more expensive than 88% of Blue Point 2 Select, the unit member will pay the difference in the premium of the plan selected.

To be eligible for District contributions full-time employees who retire on superannuation must have served for a period of not less than 10 consecutive years and have carried the medical insurance prior to their retirement, provided that if any unit member who is eligible for but has chosen not to sign-up for District-provided health insurance retires, he/she will be allowed to enroll in the District's insurance plan at the time of his/her retirement or anything thereafter if it should become necessary.

Part-time personnel employed to work a minimum of twenty (20) but not more than thirty (30) hours per week for twenty (20) years shall also be included under the provisions of this policy. Health insurance carried for retired employees shall continue family as well as individual coverage, but individual coverage may not be changed to cover family members after retirement. Unit members eligible for the District health plan at the time of retirement will continue to pay his/her share of the cost.

Dental Insurance Plan

The District shall provide a Dental Plan to all full time employees. Effective July 1, 1997 all eligible employees shall pay 10% of dental insurance costs. Newly hired full time employees will be eligible for dental plan coverage after the completion of 6 months of employment.

The dental plan shall be the Blue Cross/Blue Shield Smile Saver, Option 4, or a plan with equivalent benefits. Retirees with 15 years of continuous service, who have carried the dental insurance immediately prior to their retirement, may continue coverage. The employee will continue to pay his/her share of the premium cost. Retirees with less than 15 years of continuous service may continue coverage at their own expense by pre-paying the total annual premium.

12.

Long-term Disability Income Plan

The Board shall provide a long-term disability insurance plan to all full time employees of the school district at the expiration of the 70% self-insured salary continuation plan. This insurance shall continue throughout the duration of the employee's disability in accordance with the provisions of the plan. The school district shall pay the full cost of premiums for employees who participate in this plan. A physician's statement is required yearly to determine continued disability. The school district can require a physical determination at any time by a doctor of its own choice.

Flexible Benefit Plan

The District provides a flexible benefit plan for all unit members who wish to participate in such a plan. All unit members shall have whatever medical and/or dental premium share, if any, sheltered in a flexible spending account unless they elect otherwise in writing.

Medical Reimbursement

The District agrees to establish a medical reimbursement fund for the benefit of members of this unit. Long-term full time employees be eligible for reimbursement of medical expenses not covered by other hospital insurance, up to the limits provided in this agreement. Newly hired full time employees will be eligible for medical reimbursement after the completion of 6 months of employment.

The member, after submitting evidence of medical expenses as per rules established by the District, may be reimbursed up to a maximum of \$600 for each year of this agreement plus any funds remaining in the employee's account from previous years. Upon retirement or resignation, the employee may elect to be paid for unused funds or to keep the money in his/her account.

Retirement

Brighton Central School District is a participating member of the New York State Employees' Retirement System. All full time 12 month employees (30 hours or more per week) must join the Retirement System. For part-time employees or those whose work schedule is less than 12 months, membership is optional. Retirement Option 41-J Application of Unused Sick Leave as additional service credit upon retirement will be available to all eligible employees.

Reservation Agreement

The Board of Education reserves the right, in exceptional circumstances, when it would appear to be for the best interest of the school district, to grant salaries or to award increments in excess of those indicated in the provision of this policy.

13.

ARTICLE VI

GRIEVANCE PROCEDURE

Section I - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the members of the unit.

Section 2 - Definitions

- 2.1 The term Grievance as used in this Agreement shall mean any alleged violation of the application of terms or provisions of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance.
- 2.2 Association shall mean Brighton Custodial-Maintenance Association.
- 2.3 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.4 Party In Interest shall mean the Grievance Committee of the Association and any party names in a grievance who is not the aggrieved party.
- 2.5 Grievance Committee is the committee created and constituted by the Brighton Custodial-Maintenance Association.
- 2.6 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 - General Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of the law, if applicable, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the 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.
- 3.2 Except for informal decisions at Section 5, Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings
14.
of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the member of the unit and the Association.
- 3.3 If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of 8 A.M. to 5 P.M. on regularly scheduled work days. All parties will avoid interruptions of services in support of school activities.

- 3.5 The Board and the Association agree, when reasonable, to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- 3.6 Except as otherwise provided in Section 5, Stage 1, an aggrieved party and any party in interest shall have the right at all stages of grievance to confront and cross-examine all witnesses called against him/her, testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of the grievance procedures.
- 3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Board and Association. The Board shall provide for the printing of appropriate forms. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants.
- 3.9 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his/her supervisor and having the grievance informally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- 3.10 Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

15.

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.
- 4.2 Unless written grievance is forwarded at the first available stage within fifteen (15) working days after the unit member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

- 4.3 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 Agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an 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 - Grievance and Review

5.1 Stage 1: Immediate Supervisor

- (a) A member of the negotiating unit having a grievance will discuss it with his/her immediate Supervisor, either directly or with a representative, with the objective of resolving the matter informally.
- (b) If after 5 days, the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate Supervisor. Within five (5) work days after the written grievance is presented to him/her, the immediate Supervisor shall, without any further consultation with the aggrieved party or any party in interest render a decision thereon, in writing and present it to the member of the unit, his/her representative and the Association.

5.2 Stage 2: Superintendent Or his/her Designee

- (a) If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall within (5) working days, present the grievance to the Association's Grievance Committee for its consideration.
- (b) If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1
16.
with the Superintendent within ten (10) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (c) Within ten (10) working days after receipt of the appeal, the Superintendent or his/her duly authorized representative shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- (d) The Superintendent or his/her designee shall render a decision in writing to the aggrieved party, the Grievance Committee or its representative within fifteen (15) working days after the conclusion of the hearing.

5.3 Stage 3: Arbitration

- (a) If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) working days of the decision at Stage 2.
- (b) Within five (5) work days after such written notice of submission to arbitration, the Superintendent or his/her designee and the Association will agree upon a mutually acceptable arbitrator, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the PERB by either party.* The parties will then be bound by the rules and procedures of the PERB in the selection of an arbitrator. In the event that the parties do not agree on the submission, the arbitrator shall state the submission either at the hearing or as a part of the decision.

*Footnote - It will be requested of PERB that only arbitrators affiliated with the American Arbitration Association be submitted for our consideration.

- (c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than twenty-one (21) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- (d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board and by the Association in the ration of 2/3 to 1/3 respectively. Each party will bear expense of its own legal counsel.

17.

Section 6

- 6.1 For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

ARTICLE VII

MANAGEMENT RIGHTS

The employer (Board and Superintendent) reserve all the rights, powers, and authority it and they had prior to entering this agreement except as specifically modified or abridged by the language of this agreement. These reserved rights include, but are not limited to, the right to sub-contract to an outside entity any portion or all of the work currently being performed by employees in this negotiation unit. The unit shall be notified of any intention to sub-contract by the District and shall have an opportunity to negotiate an agreement acceptable to both parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) working days after the receipt of said notice.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

18.

C. Any individual arrangement, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract, contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be printed at the expense of the Board and given to all unit members now employed by the Board within a reasonable time after its execution.

F. 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.

G. The provision of this Agreement shall become effective as of July 1, 2011, and shall continue in full force and effect through and including June 30, 2014, unless either party gives written notice to the other party by not later than February 15 of each year but not earlier than January 1 of each year requesting modification, amendment, or renegotiation of this Agreement, this Agreement shall continue in full force and effect from year to year thereafter until such written notice is given between the dates set forth herein such subsequent year.

H. Nothing in the foregoing agreement represents a guarantee of continued employment.

The foregoing represents the entire Agreement between the parties, and is hereby affirmed to be the collective negotiating contract which has been ratified by the Association and the Board.

In witness whereof we hereunto set our signatures this _____ day of _____, 2011, at Rochester, New York.

For the Association:

For the Board:

James McManus

Kevin C. McGowan, Ed.D.,

Superintendent

_____ Days
_____ Payroll Date

Bus. Office Use ONLY

19.

BRIGHTON CENTRAL SCHOOLS
Custodial Maintenance Staff
REQUEST FOR COMPELLING PERSONAL OBLIGATION LEAVE

NAME _____ DATE _____

I plan to take personal leave on _____
month day year

for compelling personal reasons. I understand that these reasons include:

1. Observance of a religious holiday.
2. Attendance at a funeral.
3. Legal commitments unable to be scheduled when school is not in session.
4. Accompaniment of children to college.
5. Attendant or participant in a wedding.
6. Moving of household unable to be scheduled when school is not in session.

OR

Other compelling personal obligations that cannot be fulfilled outside regular school hours, and are of a similar nature to those listed above.

The time requested is the minimum required to fulfill my obligation. My appointment/time of commitment is at _____ o'clock am / pm.

A specific reason shall be required to amplify the above categories. Please indicate the reason for request :

SIGNATURE _____ Employee

APPROVED _____ Principal/Supervisor

APPROVED _____ Superintendent

PERSONAL OBLIGATIONS MAY NOT BE USED TO EXTEND VACATION OR HOLIDAY RECESS PERIODS. REQUESTS AT THESE TIMES REQUIRE A REASON AND APPROVAL OF THE SUPERINTENDENT AND/OR HIS DESIGNEE.

**Brighton Central School District
Custodial Maintenance Contract
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