

COLLECTIVE BARGAINING AGREEMENT

**BY AND BETWEEN
THE BOARD OF EDUCATION
BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT**

AND

**THE BLIND BROOK-RYE EMPLOYEES LOCAL 4060
NYSUT, AFT, AFL-CIO**

JULY 1, 2019 – JUNE 30, 2024

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a set of initials or a name written quickly.

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	EFFECT AND DURATION	1
ARTICLE III	VACATION LEAVE	1
ARTICLE IV	SALARY	2
ARTICLE V	CAREER LONGEVITY INCREMENTS	3
ARTICLE VI	CHAPERONE PAY	4
ARTICLE VII	COACHES AND ADVISORS	4
ARTICLE VIII	OVERTIME AND SNOW DAY OR EMERGENCY PAY	4
ARTICLE IX	STIPENDS FOR PROMOTIONAL TESTS	6
ARTICLE X	PROFESSIONAL DEVELOPMENT	6
ARTICLE XI	FRINGE BENEFITS	7
ARTICLE XII	TUITION REDUCTION FOR CHILDREN OF EMPLOYEES	9
ARTICLE XIII	PAID HOLIDAYS	9
ARTICLE XIV	RETIREMENT	10
ARTICLE XV	RETIREMENT INCENTIVE PLAN	11
ARTICLE XVI	WORK PERIOD, WORK WEEK, WORKDAYS	11
ARTICLE XVII	UNIFORMS	13
ARTICLE XVIII	LEAVES	14
ARTICLE XIX	SICK LEAVE BANK	16
ARTICLE XX	DUES DEDUCTIONS	17
ARTICLE XXI	UNION RIGHTS	20
ARTICLE XXII	TRANSFERS	21
ARTICLE XXIII	PERFORMANCE EVALUATIONS	21
ARTICLE XXIV	PERSONNEL FILES	21
ARTICLE XXV	GRIEVANCE PROCEDURE	22
ARTICLE XXVI	CONFORMITY TO LAW – SAVINGS CLAUSE	24
ARTICLE XXVII	MILEAGE	24
ARTICLE XXVIII	STATUTORY PROVISION	24
ARTICLE XXIX	MANAGEMENT RIGHTS	24
ARTICLE XXX	PART TIME EMPLOYEES	24
ARTICLE XXXI	HEALTH AND SAFETY COMMITTEE	25
ARTICLE XXXII	POSTING OF VACANCIES	26

APPENDICES

APPENDIX A1 - 2019-2021 SALARY SCHEDULE	27
APPENDIX A2 - 2021-2022 SALARY SCHEDULE	28
APPENDIX A3 - 2022-2023 SALARY SCHEDULE	29
APPENDIX A4 –2023-2024 SALARY SCHEDULE	30
APPENDIX A5 –2019-2024 PT SALARY SCHEDULE	31
APPENDIX A6 –2019-2024 PT SALARY SCHEDULE	31
APPENDIX B1 –SRP STIPENDS	32



Agreement effective as of March 8, 2021 between the Blind Brook-Rye Employees Local 4060, NYSUT, AFT, AFL-CIO (hereinafter the "Union"), and the Board of Education, Blind Brook-Rye Union Free School District (hereinafter the "Board"), pursuant to Article 14 of the Civil Service Law.

ARTICLE I: RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the service negotiation unit, except part-time night cleaners. The members of the bargaining unit are hereinafter sometimes referred to as "employee" or "employees".

ARTICLE II: EFFECT AND DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2019 and shall remain in full force and effect until June 30, 2024 and shall apply only to members of the bargaining unit who are employed by the Board on the date that this Agreement is executed by the Board and the Union and thereafter, during the term of this Agreement.
- B. This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to the Agreement.
- C. The Union and the Board agree that all negotiable items have been discussed during the negotiations leading to this agreement, and agree that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE III: VACATION LEAVE

- 1. All full time 12 month employees shall be entitled to vacation time as follows. The appropriate administrator and employee shall mutually agree to vacation days in writing. In the event mutual agreement is not achieved the employee may appeal to the immediate administrator, Union President and Superintendent of Schools.

After one year's employment - 2 weeks with pay.

After five year's employment - 3 weeks with pay.

After ten year's employment - 4 weeks with pay.

It is understood that employees are credited with their entitled number of vacation days on July 1st of every year but that these days are earned by working through the full prospective year (credited on a pro-rata basis).

All full time 12-month employees hired July 1, 2021 and thereafter may take vacation during their first year of employment after working six (6) months.

Vacation days must be requested and submitted to the employee's supervisor at least two (2) weeks in advance of the requested date on the forms supplied by the Superintendent's office. With respect to emergencies making required advance notice impossible, request for vacation leave shall be submitted with an explanation to the supervisor for approval of the late notice. Any approvals contemplated by this paragraph shall be deemed granted by the applicable supervisor unless denied in writing within four (4) business days of the applicable request. Any leave request made by a member shall not be unreasonably denied, e.g. supervisor cannot find a substitute.

2. Year(s) of employment, as used in paragraph # 1 above, shall mean 12 calendar months from the date of hire as specified in the Board of Education resolution or Superintendent's letter appointing said employee.
3. All full time 12-month employees may accrue up to a maximum of 15 days of their earned and unused paid vacation time as of June 30th in any given year. An employee can carryover as of July 1st of the new school year no more than 15 unused vacation days. Upon separation from the District the employee is eligible to be paid for the number of unused vacation days accrued and carried over from the prior year and the number of earned and unused vacation days in the current year. Notwithstanding the foregoing, for employees hired July 1, 2021 and thereafter, upon separation from the District the employee will be paid for up to fifteen (15) days of accrued but unused vacation leave.
4. Custodians, custodian/drivers, maintenance mechanics and matrons will be allowed to take up to two (2) weeks of their vacation between July 1st and August 25th, subject to the approval of the Assistant Superintendent, Finance & Facilities or his/her designee.

ARTICLE IV: SALARY

- A) Full time employees' salary schedules for the school years 2019-2020 through 2023-2024, are attached hereto as Appendices A1, A2, A3 and A4.

Salaries shall be increased as follows:

2019-2020: Step increases only

2020-2021: Step increases plus a signing bonus equal to 1.8% of employee's annual base salary. The signing bonus will be a one-time payment and the 1.8% will not be added to the employee's base salary. The employee's base salary shall not include any overtime or holiday pay.

2021-2022: 1.8 % + Step

2022-2023: 1.9% + Step

2023-2024: 2.0 % + Step

B) Part time employees' salary schedules for the school years 2019-2020 through 2023-2024, are attached hereto as Appendices A5 and A6.

2019-2020: Step increases only

2020-2021: Step increases plus a signing bonus equal to 1.8% of employee's annual base salary. The signing bonus will be a one-time payment and the 1.8% will not be added to the employee's base salary. The employee's base salary shall not include any overtime or holiday pay.

2021-2022: 1.8 % + Step

2022-2023: 1.9 % + Step

2023-2024: 2.0 % + Step

C) Employees once placed on a step, shall move one whole step the following July 1st.

Example: An employee placed on Step 1 will be moved to Step 2 commencing July 1 of the next school year.

ARTICLE V: CAREER LONGEVITY INCREMENTS

Employees shall receive career increments for paid years of district service calculated from the anniversary date of hire and effective on the July 1st next following the years of paid service in the following fashion:

After 5 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this agreement.

'19-'20 & '20-'21	2021-2022	2022-2023	2023-2024
\$450	\$459	\$468	\$468

After 10 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this agreement.

'19-'20 & '20-'21	2021-2022	2022-2023	2023-2024
\$1000	\$1020	\$1040	\$1040

After 15 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this agreement.

'19-'20 & '20-'21	2021-2022	2022-2023	2023-2024
\$1800	\$1836	\$1872	\$1872

After 20 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this agreement.

'19-'20 & '20-'21	2021-2022	2022-2023	2023-2024
\$3250	\$3315	\$3381	\$3381

After 25 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this Agreement. This payment will only be paid to employees who are no longer advancing on the step schedule. Employees who are off step of the salary schedule shall receive a percentage increase of longevity equal to the percent of that year's salary increase. Such percentage increases are cumulative.

'19-'20 & '20-'21	2021-2022	2022-2023	2023-2024
\$4150	\$4233	\$4317	\$4317

Present employees will not have their longevity decreased.

ARTICLE VI: CHAPERONE PAY

Employees covered under this agreement assigned to chaperone scheduled and approved field trips or after school activities will be paid at the same rate as paid to teachers.

ARTICLE VII: COACHES AND ADVISORS

Employees covered under this agreement who are assigned to coaching and/or advising responsibilities will be paid at the same rate as paid to teachers.

ARTICLE VIII: OVERTIME AND SNOW DAY PAY OR EMERGENCY PAY

A. Overtime:

1. Effective July 1, 2006, employees shall be paid time and one-half (1½x) for duly authorized work exceeding their regular workday only when an employee has worked in excess of 8 hours in one day or 40 hours in a given week. Until such time that the employee works in excess of 8 hours in a day or 40 hours in a week, any additional time worked that exceeds their regular workday will be paid time and one-quarter (1¼ x).

Employees shall be paid time and one-half (1½x) for duly authorized work on Saturdays, except regularly assigned custodians.

Employees shall be paid double time (2x) for duly authorized work on Sundays after completing 8 hours of work on a previous Sunday at time and one-half (1½x), except a regularly assigned custodian.

Employees shall be paid double time (2x) for duly authorized work on Holidays.

2. In the event of an emergency, such as snow, boiler problems or such other emergency as determined by the school administration, custodians who are required to report to work by the administration at 5:00 A.M. will be compensated for a minimum of three (3) hours overtime. Said custodians will use the time clocks available to certify their 5:00 A.M. arrival. Custodians who report later than

5:00 A.M. will be paid at time and a half for actual hours worked between their arrival time and 7:00 A.M. This provision does not apply to custodians regularly assigned to work 6:00 A.M. to 3:00 P.M.

3. Regular overtime work shall be performed only with the prior written approval of the employee's immediate supervisor. Emergency overtime work shall be performed only with the prior oral approval of the employee's immediate supervisor.
4. Custodian/bus drivers who are assigned to the night shift and called in to cover morning bus runs (7:00 A.M.) or custodian/bus drivers covering open school related bus trips that extend beyond their regular workday (4:00 P.M.) will receive time and one-half for overtime hours worked with a guaranteed minimum of three (3) hours.
5. Custodians who are called in to open or close buildings will receive time and one half for overtime hours worked with a guaranteed minimum of three (3) hours paid overtime.
6. School monitors who are called in to work an evening event will be paid a minimum of 3 hours at the applicable overtime rate.

B. Snow or Emergency Day:

Employees required to work during regular hours on a day when school is closed for the entire school day because of snow or emergency shall be paid time and a half for clock hours actually worked.

C. Rotational List for Planned Overtime:

The Maintenance Foreperson, Buildings & Grounds will establish and maintain rotational lists for authorized custodian (including maintenance mechanic) and custodian/bus driver overtime work. Such overtime work will be offered to custodians and custodian/bus drivers in a rotating order of seniority provided they are qualified and capable of performing the required work. Any custodian or custodian/bus driver who refuses overtime work offered to him will be dropped to the bottom of the rotation list. Any custodian or custodian/bus driver whose performance is unsatisfactory will be removed from such list at the discretion of the Maintenance Foreperson, Buildings & Grounds. If no custodian or custodian/bus driver is available for such overtime work, i.e., not qualified or capable or refuses the offered work, such work may be offered to any other custodian or custodian/bus driver. Nothing herein contained shall limit or restrict the right of the Maintenance Foreperson, Buildings & Grounds, to require the performance of overtime work by any custodian or custodian/bus driver employed by the School District. Sunday and Holiday overtime shall be rotated district-wide by seniority. The seniority rotation schedule shall be posted in the custodial office at each school building.

ARTICLE IX: STIPENDS FOR PROMOTIONAL TESTS

The Board and Union agree that employees should continue to develop their professional skills during their term of service to the district.

To that end full time employees who elect to take higher level Civil Service tests beyond the Civil Service test and level at which they were hired shall receive an additional stipend of \$250 for each test successfully passed providing the following conditions are fulfilled:

1. Employees shall request in writing, no less than 30 days prior to the Civil Service test, permission from the Superintendent of Schools to take the Civil Service Exam. The Superintendent will respond in writing.
2. Employees may take higher level Civil Service tests only within the general work and function areas approved by the Superintendent for the employee applicant.
3. The Stipend will be paid within 30 days of official notification from Civil Service that the employee has passed the exam.

ARTICLE X: PROFESSIONAL DEVELOPMENT

The Board of Education encourages the professional development of school-related employees. To this end, full time employees hired after July 1, 2002 who have been employed for two years shall be reimbursed for work-related courses provided each of the following conditions are fulfilled:

1. The employee shall submit a written request to the Superintendent of Schools identifying the course, dates, times, tuition cost, institution to be attended and the work-related nature of the course.
2. Upon approval, the Superintendent will authorize in writing the employee to attend the course at district expense.
3. Courses must be attended outside the regular workday of the employee.
4. The course(s) must be offered at an approved college, university or institute as determined by the Superintendent of Schools.
5. Employees may enroll for courses that grant either undergraduate/graduate credit or no credit.
6. At the conclusion of the course the employee must submit an official transcript from a credit granting institution or an authorized letter on institute stationery stipulating satisfactory course completion. The employee will also submit a credit card receipt, cancelled check or money order made out to the college, university or institute for the amount of tuition approved in subparagraph #2 above.

7. Employees shall be limited to a maximum of two (2) work-related course reimbursements for each fiscal year (July 1st through June 30th; one each semester).

ARTICLE XI: FRINGE BENEFITS

A. Health Insurance:

2019-2020 and 2020-2021: As set forth in the 2009-2018 agreement until February 28, 2021 which are:

Salary Range	2019-2/28/21	
\$20,000-\$30,000 2014-15 Cap of \$1450 for family/\$775 for individual 2015-16 Cap of \$1550 for family/\$800 for individual 2016-17 Cap of \$1675 for family/\$850 for individual 2017-18 Cap of \$1675 for family/\$850 for individual	8.0%	
\$30,000-\$50,000 2014-15 Cap of \$1850 for family/\$975 for individual 2015-16 Cap of \$1950 for family/\$1075 for individual 2016-17 Cap of \$2075 for family/\$1200 for individual 2017-18 Cap of \$2075 for family/\$1200 for individual	10.5%	
\$50,000-\$60,000 2014-15 Cap of \$1950 for family/\$1025 for individual 2015-16 Cap of \$2050 for family/\$1125 for individual 2016-17 Cap of \$2175 for family/\$1250 for individual 2017-18 Cap of \$2175 for family/\$1250 for individual	11.0%	
\$60,000 and above 2014-15 Cap of \$2150 for family/\$1125 for individual 2015-16 Cap of \$2250 for family/\$1225 for individual 2016-17 Cap of \$2375 for family/\$1350 for individual 2017-18 Cap of \$2375 for family/\$1350 for individual	12.0%	

Effective March 1, 2021, the employees' contributions shall be as set forth below.

The Board will pay the remainder of the cost of coverage for either an individual employee or an employee and eligible family members in the New York State Health Insurance Plan or an equivalent health insurance plan purchased by the Board. Such equivalent plan will not be implemented unless it provides benefits equivalent to those provided for in the New York State Health Insurance Plan.

Contributions - Family Health (employees hired before March 1, 2021)

	3/1/2021-6/30/2022*	7/1/2022-6/30/2023	7/1/2023-6/30/2024
Up to \$50K	8.3%	8.8%	9.5%
\$50-\$59.9K	8.8%	9.3%	10.0%
\$60K+	9.3%	9.8%	10.5%

Contributions - Individual Health (all employees) and Family Health (employees hired March 1, 2021 or thereafter)

	3/1/2021-6/30/2022*	7/1/2022-6/30/2023	7/1/2023-6/30/2024
Up to \$50K	9.0%	9.5%	10.0%
\$50-\$59.9K	10.0%	10.5%	11.0%
\$60K+	11.0%	11.5%	12.0%

*The adjusted employee 2020-2021 contributions for health insurance will take effect as of March 1, 2021.

During the term of this collective bargaining agreement SRP employees' health insurance contributions will be based on the percentage of the annual NYSHIP premium charged to the District which adjusts annually on January 1st. The amount paid by the employees each pay period will be computed based on the actual annual premium divided by the number of pay periods the employee is subject to in their work year.

B. Elective Plan:

- a. At the employee's option, the employee may reduce or waive health insurance coverage for a full year by completing an appropriate form furnished by the District. Any employees changing from family to individual coverage or waiving their right to receive either family or individual health insurance coverage in a given year shall receive a percentage of the premium savings (see the chart below). These monies will be non-pensionable and are taxable.

2019-2/28/2021	3/1/21-6/30/2021	2021-2022	2022-2023	2023-2024
30% of premium savings	23% of premium savings	22% of premium savings	20% of premium savings	20% of premium savings

- b. Employees selecting to reduce their coverage must do so each year by March 1, with the provisions of this section taking effect on July 1. Payment of employee share shall begin with the first half payment on the payroll nearest December 15 and a second payment on the payroll nearest to June 15. Full coverage will be automatically reinstated each year the employee fails to file. Reinstatement shall take place on July 1 and all benefits will be available on that date.
- c. A unit member who has withdrawn from the insurance plan may re-enter the plan at any time, if the coverage which allowed the individual to select the option is no longer available.
- d. The Board will establish an IRS 125 Flexible Spending Plan. This Plan shall be consistent with the plan established pursuant to the Blind Brook-Rye Federation of Teachers' Contract.

C. Welfare Fund Insurance Allowance (Dental & Vision):

1. The Board will pay to the Union an insurance allowance (vision & dental) to the Federation Welfare Fund for each employee working twenty or more hours per week or more per year (per Board approved school calendar) as follows:
 - a. A sum of \$1,550.00 during the school year 2019-2020.
 - b. A sum of \$1,600.00 during the school year 2020-2021.
 - c. A sum equal to the Insurance Allowance paid to the teacher unit in school year 2021-2022.
 - d. A sum equal to the Insurance Allowance paid to the teacher unit in school year 2022-2023.
 - e. A sum equal to the Insurance Allowance paid to the teacher unit in school year 2023- 2024.

ARTICLE XII: TUITION REDUCTION FOR CHILDREN OF EMPLOYEES

Beginning with the 2009-2010 school year the annual percentage increase in tuition for children of non-resident full time employees will be equal to the percentage increase in salary. In no case will the increase be greater than that charged to the public. The projected tuition rates for children of employees are as follows:

	<u>2019-2020</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
K-5	\$2754	\$2754	\$2804	\$2857	\$2914
6-12	\$4619	\$4619	\$4702	\$4791	\$4887

ARTICLE XIII: PAID HOLIDAYS

1. All employees hired prior to July 1, 2002 as 10-month employees, employees working the school calendar, and employees working less than 20 hours per week for 180 days per year will receive one additional day of regular pay for each of the days Christmas and New Year's.
2. All 10 month and school-calendar employees hired prior to July 1, 2002 will also receive one paid vacation day per year. Such employees may elect, subject to the prior approval of their immediate administrative supervisor, to receive, in lieu of either or both of the additional days of regular pay for Christmas and New Year's days stated in Paragraph 1 above, as the case may be, paid vacation holiday or holidays, outside of the Board-approved school calendar between September 1 and June 30 of a school year.
3. All 12-month full time employees hired prior to July 1, 2002 will receive 1 paid holiday for Christmas or New Year's.
4. All full time 12-month employees will receive 16 paid holidays for the respective years of this agreement plus one day for New Years' Eve and one additional day with July 4 holiday (for a total of 18 paid holidays). When either of these additional days occurs on a weekend day, the employee will have the previous Friday or subsequent Monday as the holiday. Ten (10) month employees and employees working the Board-approved

school calendar will receive 16 paid holidays (not including the additional days above). Effective July 1, 2021, ten (10) month employees and employees working the Board approved school calendar will receive all paid holidays that take place from Sept 1-June 30th. The specific days will be agreed on by the Superintendent and the Union.

ARTICLE XIV: RETIREMENT

A. Health Coverage Upon Retirement:

All current retirees will continue to receive paid health coverage by the Board with fixed contributions that were set at the time of retirement, if any.

Effective July 1, 2006, the schedule of retiree health insurance contributions will change to reflect annual rates of contribution payable on January 1st each year according to the schedule on the next page.

The Board of Education will pay the balance of health insurance premium costs after subtracting the amount of retiree contributions for coverage in the New York State Employee's Health Insurance Plan (NYSHIP) or an equivalent health insurance plan.

RETIREE HEALTH INSURANCE CONTRIBUTION TABLE

For employees hired prior to 2/1/15

YEARS OF SERVICE	AMOUNT OF PREMIUM PAID BY RETIREE
21 + Years	0%
19-20 Years	7.5%
17-18 Years	15%
15-16 Years	20%
13-14 Years	25%
10-12 Years	30%
Less than 10 Years	Full Payment

Retirees with 21 years of service or more in the District shall not be required to make any contribution. Premium payments are due to the District quarterly for all eligible members who retire on or after July 1, 2014 (January 1, April 1, July 1, and October 1).

RETIREE HEALTH INSURANCE CONTRIBUTION TABLE

For employees hired 2/1/15 or thereafter

YEARS OF SERVICE	AMOUNT OF PREMIUM PAID BY RETIREE
21 + Years	10%
19-20 Years	20%
17-18 Years	30%
15-16 Years	40%
Less than 15 Years	Full Payment

Premium payments are due to the District quarterly for all eligible members who retire on or after July 1, 2014 (January 1, April 1, July 1, and October 1).

B. Retirement Plans:

The current retirement plans for the members of the negotiating unit (New York State Employees' Retirement System) are as follows:

Tier 1 & Tier 2 members	Section 75- e; non- contributory (Age 55) A career retirement plan under Section 75-g, and a new career plan under Section 75-i (as per Board Resolution 95-067., June 12, 1995).
Tier 3 members	Article 14, CO-ESC
Tier 4 members	Article 15, Coordinated Retirement Plan for Tier 4 members
Tier 5 members	Article 15, Coordinated Retirement Plan for Tier 5 members
Tier 6 members	Article 15, Coordinated Retirement Plan for Tier 6 members

The Board and the Union agree to continue payroll deductions for tax sheltered 403b and/or 457 plans as requested by an employee pursuant to current procedures.

ARTICLE XV: RETIREMENT INCENTIVE PLAN

For all employees hired prior to July 1, 2021, the Board of Education will provide a Retirement Incentive Plan for the full-time members of the bargaining unit specified in Article I (Recognition). Full time employees who have worked for the Blind Brook-Rye UFSD a minimum of 10 years (paid service) and who shall retire during the fiscal year in which the employee achieves at least the minimum age of 55 or older, shall be eligible. Full time employees who are eligible to retire and fulfill all eligibility conditions shall receive one third (1/3) of their total number of unused and accumulated sick leave days up to a maximum of 180 days credited to the employee at retirement, times the employee's daily rate of the base annual contractual salary.

For employees hired on or after July 1, 2021, Full time employees who are eligible to retire and fulfill all eligibility conditions shall receive one-third (1/3) of their total number of unused and accumulated sick leave days up to a maximum of 90 days, at the time of retirement, times the employee's daily rate of the base annual contractual salary.

ARTICLE XVI: WORK PERIOD, WORK WEEK, WORKDAYS

A. Work Period:

- The regular work year for all twelve (12) month employees shall be from July 1 to June 30.
- All school-related personnel will be classified as twelve (12) month employees effective July 1, 2006, except teacher aides, school nurses, library clerks and school monitors.

- Teacher aides shall work according to the Board-approved school calendar.
- Full-time school nurses and LPNs, school monitors and library clerks shall work September 1 through June 30 observing the Board-approved school calendar for holidays effective July 1, 2006.

In school years where there is a need for ten (10) month employees to begin their work year prior to September 1, then the end of the work year for such employees will be appropriately adjusted so that the employees work year would be completed before June 30. For example, if the school year begins before September 1 or if a conference/training is scheduled before September 1 and ten (10) month employees are required to attend, then the employee shall end the work year one school day before June 30th for each day they are required to work before September 1.

B. Work Week:

- Effective July 1, 2006 assign two (2) custodians, custodian/drivers or maintenance mechanic whose work week shall be Tuesday through Saturday of the work year of the employee and one (1) custodian, custodian/driver or maintenance mechanic whose work week shall be Sunday through Thursday for the purposes of regular weekend coverage. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).
- Effective July 1, 2006 have the additional right to assign up to two (2) custodians, custodian/drivers or maintenance mechanic at each of its two schools (PRSS and BBMS/HS) to work a 6:00 a.m. to 3:00 p.m. shift during the school year and 6:00 a.m. to 2:00 p.m. shift during summer months, July 1 to August 31. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).
- Effective July 1, 2006 have the right to assign one custodian, custodian/driver or maintenance mechanic to work a 9:00 a.m. to 6:00 p.m. shift should it decide to do so. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).

C. Work Days: Effective July 1, 2006:

- For all 12-month clerical employees, eight (8) hours per day, inclusive of one 60-minute duty free lunch period and five (5) hours per day (no lunch break) on those days when school is not in session. During summer months, 12-month clerical employees shall work eight hours per day, inclusive of one 60-minute duty free lunch period, four days per week. Employees must schedule their work days with the administrator for whom they are assigned so that all offices have appropriate clerical/secretarial coverage on summer days.
- For all 12-month facilities employees (including custodian/bus drivers, custodians and maintenance mechanics), nine (9) hours per day, inclusive of a one (1) hour duty free lunch period on those days when school is in session except that, custodian/bus

drivers who are unable to receive a one (1) hour duty free lunch period between the hours of 10:15 a.m. and 2:30 p.m. because of their duty assignment, will be paid overtime for the time actually worked.

- For all 12-month matron employees, eight (8) hours per day, inclusive of one 40-minute duty free lunch period;
- For all custodial employees (including custodian/bus drivers, custodians and maintenance mechanics), eight (8) hours per day, inclusive of a one-half (1/2) hour duty free lunch period except matrons who will work seven (7) hours per day, inclusive of a one-half hour duty free lunch period, on those days when school is not in session including summer months;
- For all nurses (including LPNs), seven (7) hours per day, inclusive of a one 40-minute duty free lunch period;
- For all teacher aides, seven (7) hours per day, inclusive of a one 40-minute duty free lunch period. Teacher aide daily work schedules will be arranged by the respective building principals so that appropriate student supervisory coverage is in place at morning arrival and afternoon dismissal times. These schedules will be overlapping between 8:00 a.m. to 3:30 p.m. at PRSS and 7:30 a.m. to 3:00 p.m. at BBMS/HS. No teacher aide shall be regularly assigned to work beyond a 7-hour work day.
- For all 10-month school monitors, eight (8) hours per day, inclusive of one 40-minute duty free lunch period;
- On school days when students are dismissed prior to their normal dismissal time because of an emergency, such as inclement weather, employees, except those assigned to the facilities department, shall maintain their regular work day schedule until one (1) hour after such dismissal time.
- On parent-teacher conference days or other early dismissal days, all full-time teacher aides are required to maintain their regular workday schedule until an hour after such dismissal time unless a staff development workshop has been scheduled by the Superintendent of Schools or his/her designee.
- The Video Camera Operator shall work a minimum of 25 hours per week and shall be eligible for all full time benefits. The work schedule shall be flexible and determined by the direct administrative supervisor. This position includes evenings and all of the current incumbent's responsibilities. It does not include overtime.

ARTICLE XVII: UNIFORMS

An annual allowance will be given to each facilities personnel, school monitor (or other security personnel) and school nurse for work-related uniforms. This allowance shall not exceed \$250.00.

ARTICLE XVIII: LEAVES

A. Sick, Personal and Bereavement Leave:

1. Employees working less than 20 hours per week subject to Board approved school calendar or more per year will be entitled to the following sick, personal and bereavement days. Days are defined to mean an equivalent number of hours the employee works on a regular workday.

Personal Days 3 days per year.

Sick Days 6 days per year for employees working less than
3 years in the school district.

10 days per year for employees working 3 years
or more in the school district.

Death in the Immediate Family – 4 days.

2. All 10-month employees and employees subject to Board approved school calendar shall be entitled to 10 sick days per year and 4 personal days per year, plus 4 days for death in the immediate family. After four years they will be entitled to 12 sick days per year.
3. Twelve-month employees shall be entitled to 12 sick days per year, 4 personal days per year, plus 4 days for death in the immediate family. After four years they will be entitled to 15 sick days per year.
4. For the purposes of this article, immediate family shall include spouse, children, mother, mother-in-law, father, father-in-law, sister, grandmother, grandfather, brother, domestic partner or any relative living in the employee's home. Up to two days may be used for brother-in-law and/or sister-in-law. Additional bereavement days may be deducted from accumulated sick leave.
5. Upon an approved request, 3 days of bereavement leave may be deducted from accumulated sick leave for death of relatives not specified in paragraph 4. above.
6. Unused sick leave days shall be accumulated without limit. However, only accumulated days up to and including 180 days will be used for sick leave. All days beyond 180 days will be placed, as they accrue, in a separate category. Unused sick days and these additional accrued days may be used as part of a retirement or other incentive plan.
7. Unused personal leave days shall be accumulated with unused sick leave days.
8. The District will forward to each employee an annual accounting of sick/personal leave days and salary information for the current fiscal year on or before December 1st of that fiscal year.

9. For the 2019-2020 and 2020-2021 school year, any employee who is absent or late two or less days (unscheduled) in their work year shall receive an end of year incentive of an additional two (2) days' pay. Effective July 1, 2021, any 10-month employee or school calendar employee who is absent or late two or fewer days (scheduled or unscheduled sick) in their work year shall receive an end of year incentive of an additional two (2) days' pay. Any 12-month employee who is absent or late three (3) or fewer days (scheduled or unscheduled sick) in their work year shall receive an end of year incentive of an additional three (3) days' pay.
10. a. A request for personal leave must be submitted to the employee's supervisor at least forty-eight (48) hours prior to the requested date on the forms supplied by the Superintendent's office, which shall contain space for an affirmation by the employee that the requested leave is for compelling personal business that cannot be accomplished outside of school hours, but the employee need not specify the nature of the compelling personal business. With respect to emergencies making required advance notice impossible, request for personal leave shall be submitted with an explanation to the supervisor for approval of the late notice.
- b. Personal leave is defined as compelling personal business which cannot be accomplished outside of school hours.
- c. Any approval contemplated by subsection (a.) of the Article XVIII shall be deemed granted by the applicable supervisor unless denied in writing within forty-eight (48) hours of the applicable date of the request. If the request is made only forty-eight (48) hours before the intended leave day, the request must be denied by the applicable supervisor within twenty-four (24) hours or the employee may assume the request is granted.
- d. After five (5) consecutive days of sickness, an employee shall be required to submit medical documentation substantiating the absence upon returning to work.

All documentation from the employee's attending physician referred to in this article shall be subject to the review and approval of the Board's medical officer.

If the medical officer disputes that the employee was unable to work due to illness, then the parties shall agree to an independent physician to evaluate the documentation and such physician shall determine if the doctor's note is approved.

B. Child Care Leave:

1. Upon written application, the Board will grant an initial unpaid leave of absence for purposes up to a maximum of twelve (12) months.

2. An employee who is granted such leave must give the Superintendent written notice of his/her intention to return to his/her position no later than 75 workdays prior to the expiration of his/her leave.
3. An employee who gives timely written notice of his/her intention to return to his/her position at the expiration of his/her initial leave, and thereafter requests an extension of such leave for an additional period not to exceed twelve (12) months, may be granted or denied such leave, solely at the discretion of the Superintendent and the Board.
4. An employee granted a childcare leave of absence who desires to purchase health benefits beyond those provided by the District pursuant to the Family and Medical Leave Act or pursuant to this Agreement may purchase, at his/her own cost and expense, coverage under the health insurance, major medical and insurance allowance plans specified in Article XI (Fringe Benefits) provided the particular plans then in effect permit the employee to make such purchase.
5. To the extent the provisions contained in this Article provide for entitlements which are more generous than the benefits provided by the Family and Medical Leave Act, the provisions of this Article shall apply.

C. Jury Duty:

Any employee who serves on jury duty during his/her regular work year will receive full pay and shall remit to the Board the full pay (less travel allowance) received for jury duty. If a 12-month employee, who is entitled to a vacation leave, requests a deferment to and serves on jury duty during such vacation leave, the employee need not remit to the Board the pay received for jury duty.

ARTICLE XIX: SICK LEAVE BANK

An employee who is unable to work because of a serious extended illness or injury, and who has exhausted all sick and personal leave, but is expected to recover and return to work full time in a reasonable time, and who is a member of the sick leave bank, shall receive sick leave credits from the bank up to a maximum of 60 sick leave days per employee per year as established by the Sick Leave Bank Committee in accordance with the following provisions:

- A. participation by the employees will be voluntary, and each full-time employee will contribute two sick leave days per year, except part time employees who will contribute one day;
- B. a maximum number of the aggregate sick leave days which may be contributed to the bank by the participating employees within the limitations contained in subparagraph (a) above, will be regulated by the Committee;
- C. the bank will be jointly administered by a committee of Board of Education representatives and Union representatives;

- D. sick leave bank sick leave days may be utilized only with respect to an employee's serious extended illness or injury requiring periods of medical care beyond unused sick leave days accumulated by the particular employee and where the employee is expected to recover and return to work full time in a reasonable time.
- E. the committee will determine the eligibility of participating employees within the standards specified in subparagraph (d) above; and
- F. the committee may establish such other provisions, not inconsistent with and subject to the provision of this Article that it may deem necessary or proper to administer the Sick Leave Bank.

ARTICLE XX: DUES DEDUCTIONS

- A. The District will deduct dues in the amount certified to by the Union for each member of the bargaining unit who files a dues deduction authorization card in the following form:





MEMBERSHIP ENROLLMENT FORM - 2019

NEW YORK STATE UNITED TEACHERS
Affiliated with AFT • NEA • AFL-CIO

RECV #

First Name	M.I.	Last Name	Suffix
Preferred Name	Gender	Date of Birth	
	<input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Other <input type="checkbox"/> Declined	/ /	
Address	Apt #		
City	State	ZIP	
Preferred Phone	Alternate Phone		
<input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work	<input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work		
Personal Email Address			

To help your union better serve you, please check all that apply:

Our union advocates for conditions and programs that attract and retain the highest quality professionals. Which of these are you interested in learning more about?

- | | |
|--|---|
| <input type="checkbox"/> Compensation and Contracts | <input type="checkbox"/> Student Debt Management |
| <input type="checkbox"/> Professional Rights and Responsibilities | <input type="checkbox"/> Health Insurance |
| <input type="checkbox"/> Financial Planning / Stretching Your Paycheck | <input type="checkbox"/> Member Discount Programs |
| <input type="checkbox"/> Pension and Retirement Benefits | <input type="checkbox"/> Additional Insurance Options |

Our union provides resources and support to our members in their careers. How can we support you in your career?

- | | |
|--|---|
| <input type="checkbox"/> Student Behavior & Classroom Management | <input type="checkbox"/> Evaluation and Observation |
| <input type="checkbox"/> Curriculum Assistance | <input type="checkbox"/> Health and Safety |
| <input type="checkbox"/> Access to Career Mentors | <input type="checkbox"/> Certification Questions |
| <input type="checkbox"/> Interacting with Parents | <input type="checkbox"/> Continuing Education |

Our union works to ensure that every school and college provides our students with opportunities to succeed. Which of the following issues are most important to you?

- | | |
|--|--|
| <input type="checkbox"/> Social, Racial and Economic Justice, Women's and LGBTQ Rights | <input type="checkbox"/> Workplace Health and Safety |
| <input type="checkbox"/> Parental and Community Engagement | <input type="checkbox"/> Education Policy |
| <input type="checkbox"/> Fully-Funded Schools and Colleges | <input type="checkbox"/> Political Advocacy |

By my signature, I request and accept membership in the local organization named above, the New York State United Teachers ("NYSUT") and its national affiliates, the National Education Association ("NEA"), American Federation of Teachers ("AFT"), and the American Federation of Labor-Congress of Industrial Organizations ("AFL-CIO"), where applicable. I accept the rights, responsibilities, and benefits of union membership. I acknowledge and understand that I have the right to withdraw my membership at any time.

By my signature, I also voluntarily request and authorize my employer to deduct an amount equal to the regular monthly dues uniformly applicable to members of the local organization named above and remit that amount to the local organization.

I understand that this authorization and assignment is not a condition of my employment and shall remain in effect, regardless of whether I am or remain a member of the union, for a period of one year from the date of this authorization and shall automatically renew from year to year unless I revoke this authorization by sending a written, signed notice of revocation via U.S. mail to the union between the window period of Aug. 1-31 or another window period specified in a collective bargaining agreement.

By my signature, I also consent to receive autodialed and/or prerecorded calls and/or text messages from or on behalf of the AFT, NEA, NYSUT, AFL-CIO and/or the local union at the telephone numbers provided, including my wireless number, if applicable. The scope of this consent relates to any purpose for which any of the above entities may call. I understand that this consent is NOT a condition of my membership in NYSUT, its national affiliates, or the local organization named above.

I understand that union dues, contributions or gifts to the above named local are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses or on other bases expressly provided by state or federal law, such as New York State Tax Law section 615(d)(5).

Signature

Date Signed

TO BE COMPLETED BY LOCAL

☐ New Member ☐ Transfer

NYSUT Member ID #
(leave blank if new member)

Dues Start Date

Local Name

Local Number

Unit Building Name/Code

Membership Category (Annual Salary)

- ☐ Full Dues (\$34,000 +) (1)
☐ Split Dues
☐ 3/4 Dues (\$25,500 - \$33,999) (7)
☐ 1/2 Dues (\$17,000 - \$25,499) (2)
☐ 1/4 Dues (\$8,500 - \$16,999) (5)
☐ 1/8 Dues (<\$8,499) (8)
☐ Per-Diem Sub (9)

Job Type/Description

Certified/Licensed School Titles

- ☐ Teacher (1)
☐ Teaching Assistant (2)
☐ Guidance Counselor (I)
☐ Library/Media (J)
☐ Psychologist (M)
☐ Social Worker (O)
☐ Speech Therapist (S)
☐ Nurse (C)
☐ Other (9)

School-Related Professional

- ☐ Aide or Monitor (3)
☐ Buildings and Grounds (4)
☐ Transportation (5)
☐ Food Service Personnel (6)
☐ Admin. Support (7)
☐ Technology Support (G)
☐ Security (N)
☐ Other (9)

Higher Education

Academic

- ☐ Tenure Track (V)
☐ Adjunct Professor (W)
☐ Full-Time Non-tenure (X)

Professional

- ☐ Counselor/Advisor (I)
☐ Library/Media (J)
☐ Technology Support (G)
☐ Admin. Support (7)
☐ Other (9)

Support & Admin

Health Care

- ☐ RN (C)
☐ LPN or Tech (D)
☐ Therapist (R)

Municipal

- ☐ Library/Media (J)
☐ Admin. Support (7)
☐ Municipal Specialty (B)

The dues deduction authorization will remain in full force and effect until one (or more) of the following occurs:

- 1) An employee revokes his/her membership in the union, in writing, and in accordance with the signed dues deduction authorization or
- 2) The employee is no longer employed by the public employer. (But, if the employee is reemployed by the same public employer in a position represented by the same union within a one-year period, then the right to deduct dues from the employee is automatically reinstated.)

If an employee who has signed a dues deduction authorization card is either removed from the employer's payroll or otherwise placed on a paid or unpaid voluntary or involuntary leave of absence, the employee's union membership must be continued (and, consequently, the dues deductions must be continued) upon the employee's restoration to the payroll or to active duty.

Within 30 calendar days of employment, re-employment, or promotion or transfer to a new bargaining unit, the employer must notify the applicable union, if any, of the following information: the employee's name; address; job title; employing agency, department or other operating unit; and work location.

Within 30 calendar days of providing the above-mentioned information to the respective union, an employer must allow a "duly appointed representative of the employee organization that represents that bargaining unit" to meet with the employee for a "reasonable period of time" *on working time and without charging the employee's accruals*. The arrangements for this meeting must be made in consultation with a designated employer representative.

- B. The liability of the District is limited exclusively and solely to the remittance of the deductions from salary payments as provided in this Article XX. In no event shall the District be liable to any individual employee for the payment of the monies remitted to the Treasurer of the Union.
- C. The Union will certify to the Business Office in writing the current rate of its membership dues. If the Union changes the rate it will so notify the Business Office in writing 30 calendar days prior to the effective date of the change.
- D. All employees' dues deductions authorized to be deducted by documents received by or on file with the Business Office by the first paycheck in September of any school year shall be deducted in equal installments, or as equal as possible, beginning with the first pay period after the first September paycheck and continuing thereafter during the remaining pay periods of said school year. For authorizations received after the first September paycheck, deductions shall be made in the same manner, during the remaining pay periods.
- E. The dues shall be remitted by the Business Office to the Treasurer of the Union within 10 business days after the end of the pay periods.

ARTICLE XXI: UNION RIGHTS

- A. Bulletin Boards: The Board will provide the Union with the non-exclusive use of a bulletin board in the Faculty Room at Ridge Street School and in the Faculty Room of Blind Brook High School for notices and information relative to Union business.
- B. Reproduction of the Agreement: This Agreement shall be typed and reproduced by the Board.
- C. Copies of this Agreement: The Board shall furnish each present member of the bargaining unit with a copy of this agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this agreement by the Board.
- D. Board Minutes: The Board shall provide the Union President a copy of the adopted Board minutes of each regular public Board Meeting and a copy of the Board's Policy Manual and Administrative Regulation Manual. When a Board of Education Meeting is videotaped a copy will be provided to the Union President.
- E. Superintendent's Advisory Council: The Superintendent and representatives of the Union shall meet upon request to discuss matters of mutual concern.
- F. Use of the Building: The Union shall have the right to use school buildings or facilities after work hours for Union meetings provided the Union pays for any special expense connected with such use and provided further that prior approval is obtained from the appropriate building principal.
- G. Union Business: The President of the bargaining unit or designee will have four (4) days for Union business which must be approved by the Superintendent at least 15 days in advance.
- H. Negotiations: The Board agrees to provide the following data to the Union for the purpose of administering and negotiating their collective bargaining agreements:
 - 1. Current enrollment statistics and expected enrollment for the succeeding school year;
 - 2. Leave utilization for prior and current school year;
 - 3. Salary distribution data for the current year;
 - 4. Budget for the current year and proposed budget when submitted to the public.
- I. Seniority List: Each year the District shall provide the Union with a departmentalized list of current employees by October 15th.

ARTICLE XXII: TRANSFERS

An employee who is involuntarily transferred shall have the right to appeal in writing to the Superintendent of Schools within five (5) business days after notice of such transfer. If such an appeal is timely filed, the transfer will be held in abeyance pending the decision of the Superintendent. The Superintendent's decision shall be final and shall not be subject to the grievance or arbitration procedures contained in this Agreement.

ARTICLE XXIII: PERFORMANCE EVALUATION

- A. Written evaluations of each employee's performance shall be conducted at least once each year. Employees will be notified as to which administrators are assigned to evaluate their performance and the criteria the Superintendent has established for evaluation by September 30th of each year. A copy of the written evaluation will be given to the employee not later than ten work days after the evaluation has been completed or for any academic year not later than June 15th of that academic year.
- B. The employee and the evaluator will meet within 5 work days after the employee's receipt of the evaluation report for the purpose of reviewing the report. At the meeting the employee may choose to make written comments which will be attached to the original report.
- C. The original evaluation report will be signed by both the evaluator and the employee on the spaces provided in the report for their respective signatures. The employee's signature indicates that the report has been reviewed, but does not indicate agreement with the report.
- D. Where evaluations indicate less than satisfactory performance, corrective actions, whether written or oral, shall be promptly brought to the attention of the employee.
- E. The employee shall have the right to respond, in writing, within 5 work days after receiving a copy of the evaluation to any written evaluations made and to have such response included in his/her personnel file.
- F. Effective July 1, 2021, the same administrator shall evaluate all Security Personnel in a given school year. The administrator designated to conduct evaluations will rotate each year.

ARTICLE XXIV. PERSONNEL FILES

- A. An employee will be given a copy of any documents relating to his/her work performance subsequent to his hiring which is placed in his/her personnel file in the administration office. The employee shall initial the file copy of the document but such initialing merely indicates he has seen the material and does not indicate his/her agreement with the contents.



- B. An employee shall have the right to submit a written response within 10 work days after receipt of the document to any materials, specified in paragraph A. above, which are placed in the employee's file and have the response included in the administration file.
- C. Employees shall have the right, upon reasonable notice, to review the contents of their personnel file and to obtain a copy of any document contained therein, except that pre-employment materials shall not be subject to such review or copying.

ARTICLE XXV: GRIEVANCE PROCEDURE

Definition of Terms:

A "Grievance" shall mean a claimed violation of any express term of this Agreement.

A "Grievant" shall mean an employee or a group of employees in the service unit as defined in Article I of this Agreement, or the Union.

A "Day" shall mean any regular workday.

PROCEDURE

Employee

Any affected employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The immediate supervisor shall hold a conference on the grievance within ten (10) days of the receipt of the grievance. The grievant may be present at such conference. Within ten (10) days after the conference, the immediate supervisor shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL TWO: In the event that the grievance is not amicably resolved at the first step conference or by the decision, the grievant shall, within ten (10) days after the receipt of the decision, appeal to the Superintendent of Schools, or his designee. Appeal to the Superintendent shall be heard by the Superintendent, or his designee, within ten (10) days after the receipt of the appeal. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent, or his designee, shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL THREE: If the grievance is not resolved at Level Two, the grievant may appeal to the Board of Education within ten (10) days after receiving the determination made at Level Two. Within ten (10) days after the receipt of this appeal, the



Board or a committee thereof shall hold a conference. The grievant may be present at such conference. The grievant shall be entitled to three (3) days' notice of such conference. Within fifteen (15) days after the conference, the Board shall issue a written grievance decision to the grievant and the Union.

LEVEL FOUR: Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a Demand for Arbitration with the Superintendent of Schools and the American Arbitration Association. The selected arbitrator will have the authority only to decide if the contract has been violated and to provide a remedy for a violation. The arbitrator shall have no power or authority to order any remedy or to make any decision which is contrary to law or rules or regulations having the force and effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the Arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the parties to the dispute.

The costs for services of the arbitrator, including expenses, if any, will be shared equally by the Board and the Union.

MISCELLANEOUS:

1. Failure of the responsible representative of the Board to respond within the time period provided by this Article shall allow an immediate appeal to the next step.
2. An employee grievant may be represented at all stages of the grievance procedure by a representative of the Union.
3. The Union has the right to be in attendance and to present its views at any and all employee grievance conferences.
4. An appeal to arbitration of an employee grievance may only be taken by the Union.
5. A grievant has a right to be represented by a Union representative and/or NYSUT representative at the arbitration level.
6. Any grievance that is not filed, or if filed, not presented at the next level, within the time limitations herein specified, shall be deemed waived.
7. The time limitations herein specified may be extended only by written mutual agreement of the parties.
8. The parties agree to make a reasonable effort to comply with requests of the other party to make available material and relevant documents concerning the alleged grievance which are dated not earlier than three (3) years prior to the date of the filing of the alleged grievance at Level One.

9. No reference to or records of a grievance shall be placed in the grievant's personnel file.
10. An officer of the Union may appear as an employee representative at a grievance and/or arbitration hearing without the loss of pay or sick/personal leave days to the Union Representative.

ARTICLE XXVI: CONFORMITY TO LAW – SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement 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 of this Agreement or applications thereof shall continue in full force and effect.

ARTICLE XXVII: MILEAGE

Mileage will be reimbursed at the current IRS maximum rate per mile for all school related business.

ARTICLE XXVIII: STATUTORY PROVISION

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.

ARTICLE XXIX: MANAGEMENT RIGHTS

Except as validly limited by express provisions of this Agreement, the Board reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to allocate positions to pay grades; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the facilities, methods, and means and technology of performing its work. The operating of schools and the direction of staff are vested exclusively in the Board.

ARTICLE XXX: PART TIME EMPLOYEES

Definition: For the purpose of this Agreement, part time employees shall be defined as any employee who works less than twenty (20) hours per week.

- a. Personal, Sick and Bereavement Days for part time employees are specified in Article XVIII, paragraph A.1., of this Agreement.

- b. Leaves for child care and jury duty for part time employees are specified in Article XVIII, paragraphs B. and C., respectively, of this Agreement.
- c. Paid Holidays for part time employees are specified in Article XIII of this Agreement.
- d. Salary schedule for part time employees is appended to this Agreement.
- e. CAREER LONGEVITY INCREMENTS - Effective July 1, 2021, all Part Time bargaining unit employees shall receive longevity as follows:

After 7 Years \$150
After 14 Years \$200
After 21 Years \$300

The relevant career increments shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this Agreement.

ARTICLE XXXI: HEALTH AND SAFETY COMMITTEE

The parties have established a Health and Safety Committee pursuant to which:

Safe and healthful conditions in school buildings, parking lots, and exterior school premises shall be reasonably maintained. To this end, the Health and Safety Committee, shall be composed of District representatives from each building, the Superintendent, representation from the Blind Brook-Rye Federation of Teachers, and the Blind Brook Employees Local 4060. Other parties of interest will be invited to be members of equal standing. This Health and Safety Committee shall:

- a. Devise a "complaint report form" which all employees may use to communicate health and safety concerns or problems to their building-level labor-management committee. If the concern is not resolved by the building-level labor-management committee within ten (10) workdays, then this concern shall be referred to the District Health and Safety Committee for further review and action. Once a complaint is referred to the District Health and Safety Committee, the President (or the President's designee) of the originator's union shall be notified in writing. Reason for denial of action on any concern shall be given in writing to all parties at each level of the process.
- b. Meet at least four (4) times a year.
- c. Examine and make recommendations concerning District "housekeeping" practices and procedures, including but not limited to usage of all equipment and materials and access to records.
- d. Recommend to the Superintendent for appropriate action regarding health and safety issues, which shall be considered in a timely manner but not later than ten (10) business days after the recommendation is made.



- e. The Superintendent shall be responsible to investigate and resolve all complaints and ensure compliance with all health and safety regulations.

ARTICLE XXXII: POSTING OF VACANCIES


Vacancies in the school district shall be posted on the school bulletin boards and the District website.

IN WITNESS WHEREOF, the parties hereto have executed this document the year and day first above written.

BOARD OF EDUCATION
BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT

By: 

PRESIDENT, BOARD OF EDUCATION


By: 

SUPERINTENDENT OF SCHOOLS

BLIND BROOK-RYE EMPLOYEES LOCAL 4060, NYSUT, AFT, AFL-CIO

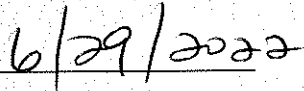
By: 

UNION - PRESIDENT


By: 

UNION VICE-PRESIDENT

DATED: _____



GGDOCS-528678647-695



Blind Brook Public Schools
SRP Salary Schedule
2019-2020 & 2020-2021

APPENDIX A1

STEP	A	B	C	D	E	CATEGORY	TITLE
1	25,888	28,906	33,104	37,302	42,898		
2	26,637	29,746	34,069	38,392	44,157	A	Teacher Aide
3	27,408	30,611	35,065	39,518	45,453		School Monitor
4	28,203	31,500	36,088	40,674	46,791		
5	29,022	32,418	37,143	41,868	48,167	B	Matron
6	29,865	33,363	38,229	43,095	49,584		
7	30,733	34,337	39,350	44,361	51,042	C	Attendance Clerk
8	31,627	35,340	40,501	45,663	52,547		Computer Aide
9	32,549	36,371	41,688	47,004	54,097		Library Clerk
10	33,496	37,433	42,913	48,387	55,691		LPN
11	34,474	38,530	44,172	49,813	57,334		
12	35,482	39,660	45,468	51,279	59,026	D	Custodian
13	36,518	40,820	46,807	52,790	60,769		Custodian/Driver
14	37,586	42,018	48,181	54,347	62,565		Office Asst-Auto Systems
15	38,684	43,278	49,599	55,947	64,413		
16	39,819	44,520	51,061	57,599	66,320	E	Account Clerk
17	40,986	45,828	52,564	59,299	68,281		Head Custodian
18	42,185	47,175	54,113	61,051	70,302		Maintenance Mechanic
19	43,426	48,563	55,709	62,855	72,384		Payroll Clerk
20	44,701	49,993	57,352	64,713	74,526		Registered Nurse
21	45,686	51,096	58,622	66,149	76,183		Sec'y to School Principal
22	46,692	52,226	59,921	67,616	77,875		Sec'y to School Official
23	47,723	53,380	61,248	69,117	79,607		Sr. Office Asst-AutoSysts.
24	48,776	54,560	62,605	70,651	81,377		

Blind Brook Public Schools
SRP Salary Schedule
2021-2022

APPENDIX A2

STEP	A	B	C	D	E	CATEGOR	TITLE
1	26,354	29,426	33,700	37,973	43,670	A	Teacher Aide
2	27,116	30,281	34,682	39,083	44,952		School Monitor
3	27,901	31,162	35,696	40,229	46,271		
4	28,711	32,067	36,738	41,406	47,633	B	Matron
5	29,544	33,002	37,812	42,622	49,034	C	Attendance Clerk
6	30,403	33,964	38,917	43,871	50,477		Computer Aide
7	31,286	34,955	40,058	45,159	51,961		Library Clerk
8	32,196	35,976	41,230	46,485	53,493		LPN
9	33,135	37,026	42,438	47,850	55,071		
10	34,099	38,107	43,685	49,258	56,693	D	Custodian
11	35,095	39,224	44,967	50,710	58,366		Custodian/Driver
12	36,121	40,374	46,286	52,202	60,088		Office Asst-Auto Systems
13	37,175	41,555	47,650	53,740	61,863		
14	38,263	42,774	49,048	55,325	63,691		
15	39,380	44,057	50,492	56,954	65,572	E	Account Clerk
16	40,536	45,321	51,980	58,636	67,514		Head Custodian
17	41,724	46,653	53,510	60,366	69,510		Maintenance Mechanic
18	42,944	48,024	55,087	62,150	71,567		Payroll Clerk
19	44,208	49,437	56,712	63,986	73,687		Registered Nurse
20	45,506	50,893	58,384	65,878	75,867		Sec'y to School Principal
21	46,508	52,016	59,677	67,340	77,554		Sec'y to School Official
22	47,532	53,166	61,000	68,833	79,277		Sr. Office Asst-Auto Sys.
23	48,582	54,341	62,350	70,361	81,040		
24	49,654	55,542	63,732	71,923	82,842		

Blind Brook Public Schools
SRP Salary Schedule
2022-2023

APPENDIX A3

STEP	A	B	C	D	E	CATEGORY	TITLE
1	26,855	29,985	34,340	38,695	44,500	A	Teacher Aide
2	27,632	30,857	35,341	39,826	45,806		School Monitor
3	28,431	31,754	36,374	40,994	47,150		
4	29,256	32,676	37,436	42,193	48,538	B	Matron
5	30,106	33,629	38,530	43,431	49,966	C	
6	30,980	34,609	39,657	44,704	51,436		Attendance Clerk
7	31,881	35,619	40,819	46,018	52,948		Computer Aide
8	32,808	36,660	42,013	47,368	54,509	D	Library Clerk
9	33,764	37,729	43,245	48,759	56,117		LPN
10	34,747	38,831	44,515	50,194	57,771		
11	35,761	39,969	45,821	51,673	59,475	E	Custodian
12	36,807	41,141	47,166	53,194	61,230		Custodian/Driver
13	37,882	42,344	48,555	54,761	63,038		Office Asst-Auto Systems
14	38,990	43,587	49,980	56,376	64,901	E	
15	40,129	44,894	51,451	58,036	66,818		Account Clerk
16	41,306	46,182	52,968	59,750	68,797		Head Custodian
17	42,516	47,539	54,527	61,513	70,831		Maintenance Mechanic
18	43,760	48,937	56,134	63,331	72,927		Payroll Clerk
19	45,048	50,376	57,789	65,202	75,087		Registered Nurse
20	46,370	51,860	59,494	67,130	77,309		Sec'y to School Principal
21	47,392	53,004	60,811	68,619	79,028		Sec'y to School Official
22	48,436	54,176	62,159	70,141	80,783		
23	49,505	55,373	63,535	71,698	82,580		Sr. Office Asst-Auto Sys.
24	50,597	56,597	64,943	73,290	84,416		

Blind Brook Public Schools
SRP Salary Schedule
2023-2024

APPENDIX A4

STEP	A	B	C	D	E	CATEGORY	TITLE
1	27,392	30,585	35,027	39,469	45,390	A	Teacher Aide
2	28,184	31,474	36,048	40,622	46,722		School Monitor
3	29,000	32,389	37,102	41,814	48,093		
4	29,841	33,330	38,184	43,037	49,509	B	Matron
5	30,708	34,301	39,301	44,300	50,965		
6	31,600	35,301	40,450	45,598	52,464	C	Attendance Clerk
7	32,518	36,332	41,636	46,938	54,007		Computer Aide
8	33,464	37,393	42,854	48,316	55,599		Library Clerk
9	34,440	38,484	44,110	49,734	57,239	D	LPN
10	35,442	39,607	45,406	51,198	58,926		
11	36,477	40,768	46,738	52,707	60,664		Custodian
12	37,543	41,964	48,109	54,258	62,455		Custodian/Driver
13	38,639	43,191	49,526	55,857	64,299		Office Asst-Auto Systems
14	39,769	44,459	50,980	57,504	66,199	E	
15	40,931	45,792	52,480	59,197	68,155		Account Clerk
16	42,132	47,106	54,027	60,945	70,172		Head Custodian
17	43,367	48,490	55,617	62,744	72,247		Maintenance Mechanic
18	44,635	49,915	57,256	64,597	74,386		Payroll Clerk
19	45,949	51,384	58,945	66,506	76,589		Registered Nurse
20	47,298	52,897	60,684	68,472	78,855		Sec'y to School Principal
21	48,340	54,064	62,027	69,992	80,608		Sec'y to School Official
22	49,404	55,260	63,402	71,544	82,399		Sr. Office Asst-Auto Sysys.
23	50,495	56,481	64,806	73,132	84,231		
24	51,609	57,729	66,242	74,755	86,104		

Blind Brook Public Schools
SRP Salary Schedule - Hourly Employees
2019-2020 to 2023-2024

STEP	2019-20	2020-21	2021-22	2022-23	2023-24
1	16.28	16.28	16.79	17.11	17.45
2	17.71	17.71	18.25	18.60	18.97
3	19.04	19.04	19.63	20.22	20.40
4	19.61	19.61	20.22	20.60	21.01
5	20.20	20.20	20.82	21.22	21.64
6	20.81	20.81	21.45	21.86	22.30

APPENDIX A5

TITLES

Teacher Aide
School Monitor
Bus Monitor
Custodian
Cust./Bus Driver
Clerks

STEP	2019-20	2020-21	2021-22	2022-23	2023-24
1	40.42	40.42	41.14	41.92	42.75
2	40.93	40.93	41.65	42.44	43.28
3	41.43	41.43	42.16	42.96	43.81
4	41.94	41.94	42.68	43.49	44.35
5	42.44	42.44	43.19	44.01	44.89
6	43.39	43.39	44.16	44.99	45.88
7	43.46	43.46	44.23	45.07	45.97
8	43.96	43.96	44.74	45.59	46.50
9	44.47	44.47	45.26	46.11	47.03
10	44.98	44.98	45.72	46.63	47.56

APPENDIX A6

TITLES

Videographer
RN

APPENDIX B-1

SRP STIPENDS 2019-2020 to 2023-2024

Activity:

Student Activity Treasurer	2,078
Substitute Procurement K-5	3,500
Substitute Procurement MS	3,500
Substitute Procurement HS	3,000
We Deliver (Get Posted)	439
Transportation Facilitator	5,638
Custodial Team Leader *	7,280
Overnight On-Call Pay**	160
School Bus Driver***	1,500 1,750 (Effective July 1,2021)
Article 19A Certified Examiner	1,500

*Performed in conjunction with another regular assignment

**This stipend is in addition to overnight and daytime chaperone pay.

***Effective July 1, 2006, school bus drivers assigned to the regular daily transportation program will receive a 1,500 stipend each year (payable as follows, \$750 in December and \$750 in June of each year) for operating a District bus (not part of base salary).

Effective July 1, 2021, school bus drivers assigned to the regular daily transportation program will receive a 1,750 stipend each year (payable as follows, \$875 in December and \$875 in June of each year) for operating a District bus (not part of base salary).

