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#### Contract Database Metadata Elements

Title: **Briarcliff Manor Union Free School District and Briarcliff School Related Personnel, BTA (1998)**

Employer Name: **Briarcliff Manor Union Free School District**

Union: **Briarcliff School Related Personnel, BTA**

Local:

Effective Date: **07/01/98**

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Briarcliff Manor Ufsd And Briarcliff  
School Related Personnel

**A G R E E M E N T**  
between the  
**BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT**  
and  
**BRIARCLIFF SCHOOL RELATED PERSONNEL/BTA**

This agreement is entered into by and between the **BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "Board" and/or the "District") and the **BRIARCLIFF SCHOOL RELATED PERSONNEL/BTA**, hereinafter referred to as the "Union") will be in effect as of July 1, 1998, through June 30, 2003.

**ARTICLE I**  
**RECOGNITION**

The Union has been recognized as the exclusive bargaining agent for the bargaining unit defined as Teacher Aides, Health Aides, Nurse Aides, Library Aides, Clerical Aides, Lunchroom Aides, and Monitors employed by the District on either a full time basis or on a regular part time basis. Excluded from the unit are all other employees, including substitute and per diem employees.

**ARTICLE II**  
**DUES DEDUCTION**

**A. Dues Deduction.** The District agrees that upon the presentation of appropriate dues deduction authorization cards the District shall make deductions from the wages an amount designated as membership dues and remit such deductions to the union. Upon the submission by the Union of documentation demonstrating that it has complied with the statutory requirements regarding agency fee, the District shall deduct such fee from the salaries of all employees in the unit in the same fashion as it deducts dues pursuant to authorization cards.

**B. Other Deductions.** Upon receipt of written authorization, the District shall deduct from an employee's salary such NYSUT member benefits or amounts for annuities as shall be authorized by the employee.

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**ARTICLE III  
WORK YEAR**

A. The work year for employees shall be determined by the school calendar and shall include all instructional class and superintendent's conference days on which employees attend school. At each school the hours of work shall be determined by the school principal. When school is closed because of weather or other emergency, full time aides, i.e., those who are employed thirty (30) hours per week or more, and kindergarten aides shall be paid for the allotted snow days as stated in the annual school calendar.

B. The District shall compensate employees for holidays when school is not in session, such holidays to be selected by the School District, in each year according to the following schedule: Four (4) holidays in the 1998/99 school year; four (4) holidays in the 1999/00 school year; five (5) holidays in the 2000/01 school year; six (6) holidays in the 2001/02 school year and seven (7) holidays in the 2002/03 school year.

**ARTICLE IV  
WORK DAY**

*7/1*  
*LN*  
*DL*  
*JW*  
A. The work day for employees shall be determined in each school by the school principal and shall include a <sup>minimum 30 minute</sup> paid duty free lunch period.

B. Field Trips/Meetings. Employees shall be paid at the normal rate of pay for time spent at meetings or field trips to which they are assigned if it is an extension of the regular work day. If the assignment requires extra time such as a return to work in the evenings or on weekends, the employee will be compensated for hours beyond their regular work day at the regular hourly rate of pay.

**ARTICLE V  
DUE PROCESS**

In disciplining or dismissing employees the District shall abide by the provisions of the Civil Service Law.

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**ARTICLE VI  
POSTINGS**

The District shall post all openings for this bargaining unit on at least one bulletin board in all school buildings. Except in emergencies, the positions will not be filled for ten (10) working days from the date of the posting.

**ARTICLE VII  
LEAVES OF ABSENCE**

**A. Sick Leave.** Employees shall be entitled to sick leave without loss of pay according to the following schedule:

- 1<sup>st</sup> year of employment - 1 day/cumulative to 150 days
- 2<sup>nd</sup> year of employment - 5 days/cumulative to 150 days
- 3<sup>rd</sup> year of employment - 6 days/cumulative to 150 days
- 4<sup>th</sup> year of employment - 7 days/cumulative to 150 days
- 5<sup>th</sup> year of employment and thereafter - 8 days/cumulative to 150 days

Sick leave may be used for illness or injury of an employee or for the necessity to care for the employee's immediate family and/or a family member residing in the employee's residence.

**B. Personal days.** Employees may take three (3) days of personal leave annually. Personal leave must be approved in advance by the school principal, except for emergencies, for notification is to be given as reasonably quickly as possible and shall be used only for the purpose of handling personal affairs that cannot be transacted on the weekends or after school hours. Unused personal leave may be accumulated to sick leave. Personal leave shall not be taken before or after a holiday or a vacation period.

**C. Jury Duty.** Notice of jury duty must be submitted to the Superintendent of Schools and/or with the Superintendent's designee. Jury duty will be served with no loss of pay and the jury fees shall be returned to the District. Fees for transportation reimbursement shall be retained by the employee.

**D. Unpaid Child Care Leave.** Upon written application to and approval by the Superintendent of Schools, an employee may take an unpaid child care leave to commence at either the beginning of the first semester or the second semester of school. An employee may be

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absent for up to two (2) years without pay. Such leave shall include any right to leave under the Family Medical Leave Act and the employees shall be entitled to continue health insurance coverage by contributing the total cost of such coverage to the District for the period of the unpaid leave.

## ARTICLE VIII GRIEVANCE PROCEDURE

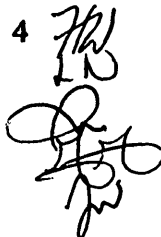
### A. General Principles.

A grievance is a complaint over a claimed misinterpretation, misapplication or violation of this agreement. It shall not apply to the exercise of a judgment which is conferred by law or by this agreement upon the District, any of its administrative officers, or the Board of Education. This procedure shall be the sole remedy for any claimed misinterpretation or misapplication or violation of any of the terms of this agreement. The time limitations set forth below shall be strictly construed and any failure to commence a grievance within the specified time period or to appeal to the next stage of the procedure shall be deemed a waiver of the grievance and the grievance shall abate.

A grievance may be filed by the Union on behalf of a member of the unit. A grievance shall be in writing and shall be signed by a Union representative or by the party for which the Union is filing the grievance. It shall include the name and position of the aggrieved party, the identity of the provision(s) of this agreement upon which the grievance is based. It shall also include a statement of the underlying facts including dates, events or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

### A. Procedure.

**STEP 1.** All grievances must be filed with the employee's immediate supervisor and the School Business Administrator no later than thirty (30) working days after the date upon which the alleged grievance arose. In the event that the employee's immediate supervisor and the Union cannot adjust the grievance a hearing shall be held before the district Business Administrator who shall make a written determination within ten (10) working days after conclusion of the hearing.

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**STEP 2.** In the event that a grievance is not adjusted between the District and the Union at Step 1, the Union may appeal to the Superintendent of Schools or her designee. Such appeal must be filed no later than fifteen (15) working days after the receipt of the Step 1 disposition by the District Business Administrator. Any appeal to the Superintendent shall be in writing and shall include the written grievance filed in Step 1, the answer thereto, if any, and a statement from the appealing party for the reasons for the appeal. A hearing shall be held by the Superintendent or her designee within fifteen (15) working days after the filing of an appeal to Step 2. The Superintendent shall have fifteen (15) working days after the hearing to decide the grievance. The decision shall be in writing.

**STEP 3.** If the Superintendent's determination does not resolve the grievance, the Union may appeal to the Board of Education. Such appeal must be filed no later than fifteen (15) working days after receipt of the Step 3 disposition by the Superintendent, the Board of Education or a Committee thereof shall schedule a hearing on the grievance within twenty (20) working days after the filing of an appeal at Step 3. The Board of Education or its committee shall have twenty (20) working days after the hearing to decide the grievance. The decision shall be in writing.

**Step 4.** If the decision of the Board of Education or its committee does not resolve the grievance, the Union may appeal by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) working days of receipt of the decision at Step 3. The selection of the neutral arbitrator shall be pursuant to the rules of the American Arbitration Association and the decision of the neutral arbitrator shall be final and binding.

The cost and expenses of the neutral arbitrator shall be borne equally by the parties. Any other costs incurred by the parties shall be borne by the party incurring the costs. The arbitrator shall be without power or authority to make a decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement or is left to the discretion of the District or any of its administrative officers or the Board of Education.

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**ARTICLE IX  
INSURANCES**

A. The District shall provide individual health insurance to employees as described herein. In order to join the District's health insurance plan the employee shall file a certificate of eligibility developed by the District demonstrating that the employee has no other access to group health insurance coverage. Coverage shall become effective thirty (30) working <sup>DAYS</sup> after receipt ~~after~~ <sup>A</sup> receipt by the District of an application and certificate of eligibility. The employee shall inform the District in writing within thirty (30) working days of any change in eligibility status. The District shall have the right to periodically require verification of continuing eligibility. Upon acceptance to the District's group health insurance coverage the employee shall make a contribution <sup>TO</sup> the annual cost as follows:

First year of employment	100%
Second year of employment	100%
Third year of employment	75% - Employee - 25% District
Fourth year of employment	50% - Employee - 50% District
Fifth year of employment	25% - Employee - 75% District
Sixth year of employment and thereafter	\$150 annual contribution by employee/balance paid by District.

The employee's share of the cost shall be contributed through a payroll deduction. The employee may enroll in the family coverage plan by contributing the additional cost, through a payroll deduction, attributable to the difference between an individual plan coverage and family plan coverage. The District will establish IRC 125 plan for health insurance premiums so that employees may make their contributions to health insurance on a before tax basis. The District shall have the right, in its sole discretion, to change the plan of insurance at any time during and after this agreement, provided the new insurance plan provides benefits comparable to the benefits in effect for the employees at the time of the change.

**B. Disability Insurance.** The District shall provide long term disability insurance, for employees who work a regular work week of thirty (30) hours or more with a sixty (60) day waiting period.

**C. Life Insurance.** Upon completion of two (2) years of service the district will provide each full time aide with group life insurance in the face amount of Twenty Five Thousand Dollars (\$25,000).

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*[Handwritten signature]*

*[Handwritten signature]*

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**ARTICLE IX  
SALARIES**

**A. Schedules.** The salaries for the 1998/99, 1999/00, 2000/01, 2001/02, and 2002/03 school years shall be set forth on salary schedule 1 for teacher aides. The wage schedule for health aides shall be set forth on salary schedule 2.

**B. Longevity.** The District shall pay longevity as follows:

1998/99:      After 10 years of service \$400  
                  After 15 years of service \$800  
                  After 20 years of service \$1,200

1999/00        After 10 years of service \$500  
                  After 15 years of service \$900  
                  After 20 years of service \$1,300

2000/01        After 10 years of service \$600  
*AND*            After 15 years of service \$1,000  
*THEREAFTER*   After 20 years of service \$1,400

*Handwritten initials: JW, LW, [unclear], [unclear]*  
**C. Retroactivity.** The District shall pay wages retroactive to July 1, 1998, for all employees in the employ of the District as of the date of the ratification of the agreement.

**D. Retirement Plan.** All employees of the bargaining unit will be covered by Section 75-1 of the New York State Retirement System Pension Plan, unless specifically waived in writing.

**E. District Retirement Benefit.** In conformity with the resolution of the Board of Education of April 7, 1986, the District shall provide a retirement benefit upon the following conditions:

- The employee has fifteen years or more of service in full-time assignment (30 hours per week or more)
- The employee is eligible for retirement under the New York State employees' Retirement System
- The employee gives written notice to District, one year in advance. This may be waived at District's option.
- Upon completion of the conditions the District shall pay to the employee upon employee's resignation date, one (1%) percent of average yearly contract salary over the last five years, times the number of years of service, with a minimum benefit of \$1,000.

*Handwritten initials: JW, LW, [unclear], [unclear]*



**ARTICLE X  
CREDIT FOR PRIOR SERVICE**

For the computation of all compensation and fringe benefits, including entitlement to health insurance, unit members will receive full credit for all years of service with the district.

**ARTICLE XI  
EVALUATIONS**

Each employee shall be evaluated each year in writing in a manner to be determined by the District. A copy of the written evaluation will be placed in the personnel file maintained by the District and a copy shall be given to the employee. The employee may make a written response to the evaluation which shall be included in the personnel file.

**ARTICLE XII  
PERSONNEL FILES**

An employee may review the contents of the employee's personnel file maintained by the district, except for confidential documents, by making a request to the applicable administrator for an appointment to review the file.

**ARTICLE XIII  
NOTICE OF INTENT TO REHIRE**

On or before June 1st of each school year the District shall furnish each employee that it wishes to retain a notice of "intent to rehire." The purpose of the notice is to set forth the District's general expectation of continued employment. The notice may be rescinded at any time by the District by a subsequent notice in writing to the employee. The furnishing of such notice shall not compel the District to continue employment for a fixed period of time and any failure to give the notice by the required date shall not require the District to continue employment for the subsequent school year.

**ARTICLE XIV  
SAVINGS CLAUSE**

To the extent that any provision of this agreement is found illegal or unenforceable by a court or administrative agency of competent jurisdiction only that provision shall be deemed unenforceable and the remainder of the agreement shall remain in effect.

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**ARTICLE XI  
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**ARTICLE XV  
ZIPPER CLAUSE**

The parties agree that all negotiable items and mandatory subjects of bargaining have been

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discussed and for the duration of this agreement and no negotiations over negotiable or mandatory subjects of bargaining shall take place except by the agreement of the parties.

**ARTICLE XVI  
MANAGEMENT RIGHTS**

Except as specifically expressed and modified by the terms of this agreement, the District retains the sole and exclusive right to manage, direct and supervise the affairs of the District and the exercise of such rights shall not be subject to the grievance procedure set forth herein.

**ARTICLE XVII  
LEGISLATIVE ACTION**

Any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XVIII  
DURATION**

This agreement shall be effective July 1, 1998, and continue in effect until June 30, 2003.

**DATED:** August 27, 1999

**BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT**

By: *James Wills*

**BRIARCLIFF SCHOOL RELATED PERSONNEL/BTA**

By: *[Signature]* 8/20/99

*Lynn P. Nelson  
Gina Guadalupe  
Harold Jackson*

*8/10/99  
HW  
[Signature]*

1/28/99

# TEACHER AIDE NEGOTIATIONS

District	Propos	Hr Salary	Current	Increase	# of aids	# of hrs worked	Cost Per Step	Annual Salary	Annual cos
Year 1	1	8.8	8.5	0.3	22	1080	7128	9504	34128
	2	9.3	8.7	0.6	17	1080	11016	10044	16582
	3	9.8	8.9	0.9	6	1080	5832	10584	18101
	4	10.3	9.5	0.8	4	1080	3456	11124	19159
	5	10.8		10.8		1080	0	11664	19177
	6	11.3		11.3		1080	0	12204	
	7	11.8	11.85	-0.05		1080	0	12744	
	8	12.3	11.85	0.45	2	1080	972	13284	
	9	12.8	11.85	0.95	1	1080	1026	13824	
	10	13.3	11.85	1.45	3	1080	4698	14364	
							<b>Total Cost</b>	<b>34128</b>	

District	Propos	Hr Salary	Current	Increase	# of aids	# of hrs worked	Cost Per Step	Annual Salary	
year 2	1	9.06	8.80	0.26	0	1080	0	9789	
	2	9.58	9.30	0.28	22	1080	6629	10345	
	3	10.09	9.80	0.29	17	1080	5398	10902	
	4	10.61	10.30	0.31	6	1080	2002	11458	
	5	11.12	10.80	0.32		1080	0	12014	
	6	11.64	11.30	0.34		1080	0	12570	
	7	12.15	11.80	0.35		1080	0	13128	
	8	12.67	12.30	0.37	0	1080	0	13683	
	9	13.18	12.80	0.38	2	1080	829	14239	
	10	13.70	13.30	0.40	4	1080	1724	14795	
							<b>Total Cost</b>	<b>16582</b>	

District	Propos	Hr Salary	Current	Increase	# of aids	# of hrs worked	Cost Per Step	Annual Salary
year3	1	9.34	9.06	0.28	0	1080	0	10083
	2	9.87	9.58	0.29	0	1080	0	10656
	3	10.40	10.09	0.31	22	1080	7366	11229
	4	10.93	10.61	0.32	17	1080	5875	11801
	5	11.46	11.12	0.34	6	1080	2203	12374
	6	11.99	11.64	0.35		1080	0	12947
	7	12.52	12.15	0.37		1080	0	13520
	8	13.05	12.67	0.38	0	1080	0	14093
	9	13.58	13.18	0.40	0	1080	0	14666
	10	14.11	13.70	0.41	6	1080	2657	15239

Handwritten signature and initials, possibly 'J. J. [unclear]'.

1/28/99

## TEACHER AIDE NEGOTIATIONS

District Propos Year 4	Hr Salary	Current	Increase	# of aids	# of hrs worked	Cost Per Step	Annual Salary
1	9.62	9.34	0.28	0	1080	0	10385
2	10.17	9.87	0.30	0	1080	0	10979
3	10.71	10.40	0.31	0	1080	0	11569
4	11.26	10.93	0.33	22	1080	7791	12159
5	11.80	11.46	0.34	17	1080	6312	12748
6	12.35	11.99	0.36	6	1080	2331	13338
7	12.90	12.52	0.38		1080	0	13927
8	13.44	13.05	0.39	0	1080	0	14517
9	13.99	13.58	0.41	0	1080	0	15106
10	14.53	14.11	0.42	6	1080	2743	15696
<b>Total Cost</b>						<b>19177</b>	

District Propos Year 5	Hr Salary	Current	Increase	# of aids	# of hrs worked	Cost Per Step	Annual Salary
1	9.90	9.62	0.28	0	1080	0	10697
2	10.48	10.17	0.31	0	1080	0	11313
3	11.03	10.71	0.32	0	1080	0	11914
4	11.60	11.26	0.34	0	1080	0	12526
5	12.15	11.80	0.35	22	1080	8411	13126
6	12.72	12.35	0.37	17	1080	6802	13738
7	13.29	12.90	0.39	6	1080	2508	14350
8	13.84	13.44	0.40	0	1080	0	14951
9	14.41	13.99	0.42	0	1080	0	15562
10	14.97	14.53	0.44	6	1080	2825	16163
<b>Total Cost</b>						<b>20546</b>	

4/27/99

### TEACHER AIDE NEGOTIATIONS

Health Aide Salary Schedule		Current Proposed Cost			
Step	1998-99	Proposed	Hrs worke	Annual Salary	
1	\$12.49	\$12.79	1309	\$16,389	\$16,742 \$393
2	\$12.69	\$13.24	1309	\$16,611	\$17,331 \$720
3	\$12.89	\$13.49	1309	\$16,873	\$17,658 \$785
4	\$13.24	\$13.99	1309	\$17,331	\$18,313 \$982
5		14.49	1309	\$0	\$18,967 \$18,967
6		14.99	1309	\$0	\$19,622 \$19,622
7		15.49	1309	\$0	\$20,276 \$20,276
8		15.99	1309	\$0	\$20,931 \$20,931
9		16.49	1309	\$0	\$21,585
10		16.99	1309	\$0	\$22,240

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7  
12.62