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Collective Agreement
between
The Taconic Hills Central School District
&
The Taconic Hills Support Staff Association

July 1, 2006 - June 30, 2010
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PREAMBLE

THIS AGREEMENT, entered into the ____ day of ________, 2008, between the Taconic Hills Central School District and the Taconic Hills Support Staff Association shall serve to:

1. Provide for the declaration of mutually agreeable terms and conditions of employment for those District employees represented by the Association.

2. Assure the orderly and most effective continuation of the business of the District by providing a declaration of the rights and responsibilities existing between the District and the employees represented by the Association.

3. Provide for procedures for the resolution of such differences as may arise between the District and the employees represented by the Association during the term of this Agreement.

The provisions hereinabove set forth shall not be subject to the provisions of Article 23 of this Agreement.
ARTICLE 1 - RECOGNITION

1.1 The District hereby recognizes the Association as the exclusive negotiating agent for all non-instructional personnel except for those listed below:

It is agreed that the following titles and positions are not included within the bargaining unit: Superintendent of Schools, Business Manager, District Clerk, Principals, Assistant Principals, Other Administrators of the District certified pursuant to Education Law, Transportation Supervisor, Assistant Transportation Supervisor, Cafeteria Manager, Assistant Cafeteria Manager, Superintendent of Buildings and Grounds, Assistant Superintendent of Buildings and Grounds, Administration Center Confidential Personnel, Building Principal Confidential Personnel, Head Garage Mechanic, Substitutes, Temporary Personnel, and employees represented by any other collective bargaining unit.
ARTICLE 2 - DEFINITIONS

2.1 As used in this Agreement, and unless otherwise indicated:

A. "District" shall mean the Taconic Hills Central School District.

B. "Association" shall mean the Taconic Hills Support Staff Association.

C. "Board" shall mean the Board of Education of the District.

D. "Employee" or "employees" shall mean only employees of the District serving in positions in the negotiating unit defined in Section 1.1.

E. "Superintendent" shall mean the District's Superintendent of Schools.

F. "Business Administrator" shall mean the District's Business Officer.

G. "President" shall mean the President of the Association.

H. "Taylor Law" shall mean the Public Employees' Fair Employment Act, Civil Service Law, Article 14, as amended.

I. "Day" or "days" shall mean all days other than Saturdays, Sundays and holidays.
ARTICLE 3 - DEDUCTIONS FROM SALARY

3.1 The District shall deduct from the salaries of employees, who are members of the Association who request such deduction in writing, the amount of membership dues currently certified in writing by the Association as its dues. If the Association changes the rate of its membership dues, it will give the District 30 days written notice thereof prior to the distribution of the payroll from which the deductions are to be made. In each year of the term of this Agreement, such deductions shall be made in equal installments beginning with the last payroll period in September and ending with the last payroll period in June. The District shall remit the amount so deducted to the President or his or her designee within ten days of each payroll date. The District in no event will be liable for the payment of any dues for any employee under this Article; its obligation shall be limited to the deduction and transmittal of dues pursuant to the procedures herein set forth.

3.2 Any person employed by the District and authorizing deductions from salary pursuant to the provisions of Section 3.1 after October first of any year of the term of this Agreement shall have deducted from his or her salary installments payments equal to one twentieth of the annual membership dues certified to the District by the Association in and for each payroll period from the commencement of such employment through the twenty-first payroll period in such year.

3.3 The District shall notify the Association of an extended leave of absence of less than three months duration. Given the employee's permission, the District shall deduct and forward to the Association the dues otherwise payable during this leave period over the remaining payroll periods in that school year. The District will in no event be liable for the payment of any dues for any such employee; its obligation shall be limited to the deduction and transmittal of dues pursuant to the procedures set forth in Article 3.

3.4 Service Fee

A. The District will collect from employees whose regular weekly work schedule is comprised of 20 or more non-overtime hours and who are not members of the Association a sum equivalent to the dues levied by the Association upon its members and remit that sum to the Association together with the dues deducted from the salaries of employees who are members of the Association pursuant to Section 3.1.

B. Deduction of the service fee provided for in Paragraph A of this section shall be made beginning September and ending in June of each school year. The District agrees to furnish the Association with an alphabetic listing showing the names of all employees from whose salaries such fees have been deducted. Deductions for covered employees who are hired after October 1 of any year of the term of this Agreement shall be appropriately prorated and shall be made in such manner as to complete deduction of the service fee by the end of such school year.

C. The Association warrants that it has established and will maintain a procedure for
the refund to employees of the amount of its dues which are in aid of activities or causes of a political or ideological nature only incidentally related to collective bargaining and that such procedure complies in all respects with the provisions of Chapter 677 of the Laws of 1977 and the Constitution of the United States of America and the State of New York.

D. The Association will at all times hereafter indemnify and save harmless the District and its officers, agents and employees against any liability, loss, damage, cost or expense which may be incurred or sustained by any of them as a result of or in connection with any action or proceeding by which any person or entity asserts the invalidity of the Association's refund procedure or the impropriety of the deduction of agency or service fees from the salaries of covered employees or the transmission of such fees to the Association. In the event any such action or proceeding is commenced against the District or any officer, agent or employee thereof, the District or such officer, agent or employee shall within a reasonable time give notice in writing to the Association. Upon the giving of such notice, the Association shall, at its expense, defend any such action and take all necessary steps to prevent the entry of any judgement or order against the District or any officer, agent or employee thereof. In the event that any judgement is entered against the District or any of its officers, agents or employee, the Association shall pay such judgement together with the costs of complying with any interim order or final judgement which may be entered in such action or proceeding. Such costs of compliance shall include, but shall not be limited to, reasonable attorneys fees and the costs of recomputation of the salaries of employees and any interest ordered on any such judgement. The District may deduct the amount of any such judgement or order and any such fees, costs and disbursements from sums otherwise payable to the Association pursuant to the provisions of this section.
ARTICLE 4 - ASSOCIATION RIGHTS

4.1 The Association may use school buildings to conduct Association meetings and for related purposes provided that (a) the Association agrees to reimburse the District for any additional expense incurred in the furnishing of District facilities; (b) a request for the use of such space is made in writing at least three days in advance of a contemplated meeting for which such use is sought; and (c) such meetings do not interfere with regular District programs or a use for which the District may require the premises or conflict with rights previously granted other parties. Such use shall be subject to the reasonable regulations of the Board and the maintenance of public order. Applications for the use of any District building for such purpose shall be submitted as hereinabove set forth to the District's Business Officer.

4.2 The agenda for each official Board meeting shall be transmitted to the Association President as soon as it is distributed.

4.3 The Superintendent shall provide the Association President with copies of the official minutes of the Board meetings and copies of formal changes in Board policy, when available, vacancy notices and notices of changes in Employee Retirement System (“ERS”) when received by the District. It is expressly understood that the failure of the Superintendent to provide copies of the above referenced documents will not be grievable, unless such failure is willful and continues after requests from the Association to the Superintendent to provide such documents. In any event, a grievance brought in regard to the Section will not be arbitrable, pursuant to Level 4 of the grievance procedure.

4.4 The Association may continue to use a reasonable amount of existing bulletin board space in each work area. The Association may also make use of the existing District mail distribution system to communicate with members of the negotiating unit. The District shall have no obligation, however, to provide any member of the negotiating unit with a mail box, nor does the District guarantee the fact or time of delivery of any item sought to be delivered through its mail distribution system. Announcements of meetings may be listed in the school activity bulletins and the public address system may be used for announcing the date, time and place of a meeting. The Association will be entitled to access to the District’s e-mail system, provided that Association business is not to be conducted during an employee’s regular working hours, except as otherwise provided herein.

4.5 The District will provide a copy of this Agreement to each employee who first joins District service during its term within two weeks of the employee's first day of actual service.

4.6 There shall be no reprisals of any kind taken by the District against any employee by reason of his or her membership in the Association or participation in its legal activities.
ARTICLE 5 - SALARY PROVISIONS

5.1 Effective July 1, 2006, to and including June 30, 2007, and subject to the provisions of Section 5.5, employees shall be compensated at the hourly rate set forth in the Schedule annexed hereto as Appendix "A" [showing a 4% increase for 10 month and 12 month employees]. Employees who have left the employ of the District before July 1, 2007, for reasons other than retirement, shall not receive a retroactive increase.

5.2 Effective July 1, 2007, to and including June 30, 2008, and subject to the provisions of Section 5.5, employees shall be compensated at the hourly wage rate set forth in the Schedule annexed hereto as Appendix "B" [showing a 4% increase for 10 month and 12 month employees]. Employees who have left the employ of the District before the date of the approval and ratification of this agreement, for reasons other than retirement, shall not receive a retroactive increase.

5.3 Effective July 1, 2008, to and including June 30, 2009, and subject to the provisions of Section 5.5, employees shall be compensated at the hourly wage rate set forth in the Schedule annexed hereto as Appendix "C" [showing a 4% increase for 10 month and 12 month employees].

5.4 Effective July 1, 2009, to and including June 30, 2010, and subject to the provisions of Section 5.5, employees shall be compensated at the hourly wage rate set forth in the Schedule annexed hereto as Appendix "D" [showing a 4% increase for 10 month and 12 month employees].

5.5 For purposes of this Article and Appendices "A", "B", "C", and "D", each position in the negotiating unit defined in Section 1.1 shall be assigned to one of eight numbered position categories as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bus Driver</td>
</tr>
<tr>
<td>2</td>
<td>Mechanic</td>
</tr>
<tr>
<td>3</td>
<td>Maintenance Man</td>
</tr>
<tr>
<td>4</td>
<td>Laborer, Groundskeeper</td>
</tr>
<tr>
<td>5</td>
<td>Cleaner</td>
</tr>
<tr>
<td>6</td>
<td>Typist</td>
</tr>
<tr>
<td>7</td>
<td>School Monitor/Notetaker</td>
</tr>
<tr>
<td>8</td>
<td>Food Service Helper</td>
</tr>
<tr>
<td>9</td>
<td>Head of Maintenance</td>
</tr>
</tbody>
</table>

The hourly wage rate applicable to an employee in any year of the term of this Agreement shall be determined by locating the employee in the appropriate schedule (Appendix "A", "B", "C" or "D") by position category, as defined in this section, and by length of continuous District service; provided, however, that in the case of an employee who has served in the District for one
working year or less, the provisions of this Article shall be further subject to the provisions of Section 5.5. For purposes of this section and the applicable hourly rate schedule (Appendix "A", "B", "C", or "D"), the "length of service" of an employee at the "To 10" or "11+" wage rate category whose actual anniversary date of service in his or her position is other than July 1 shall be the number of years served by such employee in his or her position as of July 1 next following his or her actual anniversary date, it being the intention of the parties that insofar as practicable salary adjustments of employees shall be made on July 1 of each year of the term of this Agreement.

5.5 The hourly wage rate applicable to an employee in any year of the term of this Agreement shall, for a period of 89 calendar days from the date of initial employment by the District, be determined by locating the employee in the appropriate schedule (Appendix "A", "B", "C", or "D"), by position category, as defined in 5.4, and by reference to the wage rate in such category designated "Hiring Rate." The hourly wage rate applicable to an employee for a period of 90 calendar days from the date of initial employment by the District to one calendar year from the date of initial employment, shall be determined by locating the employee in the appropriate schedule (Appendix "A", "B", "C", or "D"), by position category, as defined in 5.4, and by reference to the wage rate in such category designated "90 days - one year."

5.6 In addition to compensation otherwise payable pursuant to Section 5.1, 5.2, 5.3 or 5.4, the District shall pay to an employee a longevity payments, retroactive to July 1, 2006, as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 years</td>
<td>$600</td>
</tr>
<tr>
<td>20 years</td>
<td>$800</td>
</tr>
<tr>
<td>25 years</td>
<td>$1,000</td>
</tr>
<tr>
<td>30 years</td>
<td>$1,300</td>
</tr>
</tbody>
</table>

Longevity payments are earned upon completion of the stated years of service and shall be paid to employees in a lump sum in a payroll in August following the year of completion. Longevity payments are paid for each year of eligibility and are not cumulative.

5.7 The District shall provide uniforms to employees in categories Two (2) Three (3), Four (4), and Five (5). Employees for whom uniforms are obtained shall be required to wear such uniforms while working. Food Service workers are not subject to this provision and will receive a $150 allowance per year for work clothing subject to providing receipts to the District.

5.8 In addition to compensation otherwise payable pursuant to this Article, the District shall pay to the Head Cook in each cafeteria and to one typist/attendance officer an hourly premium for such service in the amount of $2.00, retroactive to July 1, 2006.

5.9 Employees required, by formal reassignment of the Business Administrator, to perform all the duties of a position in a classification to which a higher rate of compensation is applicable than that to which the employee’s regular position is assigned for a period of five consecutive school days or longer shall be paid at the higher rate retroactive to the first day of such reassignment.
5.10 Monitors who request to and are assigned to substitute teach shall be paid either their regular hourly rate or the District's itinerant per diem substitute teacher pay rate, whichever is higher, for each hour of substitute teaching.

5.11 Effective July 1, 1997, in addition to compensation otherwise payable pursuant to this Article, the District shall, in each year of the term of this Agreement, pay to permanently appointed employees serving in the position of mechanic an allowance for tools not provided by the District in the amount of $100.00.

5.12 Employees assigned the additional duty of “Cleaner Coordinator”, “Day Cleaner Coordinator”, “Grounds Coordinator” and “Maintenance Coordinator” and by the School District shall receive a differential of $1.00 per hour in addition to their normal pay for the performance of such duties. Employees assigned the additional duty of “Assistant Cleaner” by the School District shall receive a differential of $0.50 per hour in addition to their normal pay for the performance of such duties. It is understood that these additional duties may be assigned in the discretion of the District to any employee holding the title of “Cleaner”. It is further understood that the District shall determine the number of Cleaner Coordinators and/or Assistant Cleaner Coordinators which are required by the School District. The District agrees that no employee will be assigned the duties of Assistant Cleaner Coordinator without there simultaneously being a Cleaner Coordinator assigned to the same shift.

5.13 Paychecks

The District agrees to “annualize” pay over 21 pay periods, for all ten month employees, except bus drivers and bus monitors. Employees must choose, by department, whether to implement the annualized pay system.
ARTICLE 6 - DELAYED OPENINGS AND EARLY CLOSINGS

6.1 All employees, with the exception of Category “1” employees (bus drivers) and bus monitors, shall report to work at their regular start time in the event of a delayed opening of school and stay until their regular end time in the event of an early dismissal of students, unless excused by the Superintendent of Schools. Flexibility in employees’ arrival time based upon weather/emergency conditions will be recognized by the Administration.

6.2 Any employee required to work on the first two days when student instruction is canceled or school is closed due to inclement weather shall be compensated at one and one-half times his or her regular hourly rate for each hour actually worked, provided, however, that this section shall, under no circumstances, be constructed to require that the District compensate any employee for any hour at a rate in excess of one and one-half times his or her regular hourly rate. On the third such day and thereafter, such employees shall be compensated at their regular hourly rate for each hour actually worked.

6.3 Employees who are required to work on days that student instruction is canceled or school is closed due to inclement weather, and who determine they are not able to do so because of road conditions, will not be paid for any such day of absence. Employees will timely notify their appropriate supervisor on the morning they will not be coming into work as required. Any such employee who has given the appropriate notification may, within five days thereafter, request in writing to the Superintendent that the day of absence be charged to personal leave and the Superintendent may grant the same in his sole discretion, the exercise of which shall not be deemed to serve as a precedent for such future requests.
ARTICLE 7 - INSURANCE

7.1 Health Insurance

A. The District will provide health insurance for employees under a Preferred Provider Option ("PPO") health insurance plan as the "base plan". Such coverage shall include a rider for drug and alcohol rehabilitation counseling and a mental health rider. Bargaining unit members shall also be eligible to participate in the current indemnity plan, for so long as it remains available, subject to the following provisions. The PPO plan chosen by the District shall be comparable to the PPO plan initially implemented per this agreement.

B. Premium Contributions:

1. Effective October 1, 2007 through June 30, 2008:

   The District will pay 97.5% of the cost of health insurance for ALL individual coverage and employees will pay the remaining 2.5% under the PPO Plan.

   For employees hired prior to July 1, 1996, the District will pay 90% of the cost of health insurance for two-person and family coverage and the employee will pay the remaining 10% under the PPO plan.

   For employees hired on or after July 1, 1996, or thereafter, who desires two-person or family coverage, will contribute the difference between the cost of an individual plan and the two person or family plan chosen by the employee under the PPO Plan.

2. Effective July 1, 2008 through June 30, 2009:

   The District will pay 95% of the cost of health insurance for ALL individual coverage and employees will pay the remaining 5% under the PPO Plan.

   For employees hired prior to July 1, 2001, the District will pay 90% of the cost of health insurance for two-person and family coverage and the employee will pay the remaining 10% under the PPO plan.

   For employees hired on or after July 1, 2001, or thereafter, who desires two-person or family coverage, will contribute the difference between the cost of an individual plan and the two person or family plan chosen by the employee under the PPO Plan.

3. Effective July 1, 2009 and thereafter:

   The District will pay 92.5% of the cost of health insurance for ALL individual coverage and employees will pay the remaining 7.5% under the PPO Plan. The District will pay 90% of the cost of health insurance for two-person and family coverage and the employee will pay the remaining 10% under the PPO plan.
Effective 30 days after ratification of this agreement, or later if necessary due to
the inability of the insurance carrier to hold open enrollment, bargaining unit members will begin
to pay 100% of the difference between the District’s contribution toward the cost of the PPO and
the cost of the indemnity plan.

C. The provisions of this Article shall be inapplicable to any employee whose regular
weekly schedule is comprised of fewer than 20 non-overtime hours.

D. The District will also provide 80/20 co-payment dental insurance through the plan
in effect on July 1, 1991, or a comparable successor plan or program. This dental plan afforded to
members of the unit shall, effective July 1, 1994, have added thereto Riders A-1 and C. Effective
July 1, 1997, this dental plan afforded to members of the unit shall have added thereto coverage
for crowns and orthodontics (Crowns through expansion of Rider "A" and orthodontics through
addition of Rider "D"). The District shall contribute 100% of the cost of individual coverage and
90% of the cost of two-person or family coverage for employees electing to participate in the
dental coverage referred to herein. The employee shall contribute the remaining 10% of the cost
of a two-person or family plan.

7.2 Employees leaving the health (not dental) insurance system - effective date of termination
of coverage shall be the last day of the next month following the date of leaving.

7.3 Effective July 1, 2007, the District shall provide an IRS Code 125 Plan with the District
paying the administrative costs thereof. Such plan shall be available for the purposes of making
the required employee health insurance premium contributions and for the purpose of child care
and non-reimbursed medical costs, provided that bargaining unit members who wish to take
advantage of these benefits will be required to deposit the following minimum amounts each
year:

$250 for individual coverage
$350 for two person coverage
$450 for family coverage

7.4 The District shall implement a co-pay for mail order drugs in the amount of $5.00 generic
and $10.00 name brand for a 90 day or 3 month supply of the drug.
ARTICLE 8 - TEMPORARY LEAVES OF ABSENCE

8.1 The purpose for the leave discussed in Articles 8.2 (sick leave) and 8.3 (other temporary leave) is for cases of unavoidable absence such as personal illness, family illness or other serious personal reasons. It is the expectation of the District that such leave will only be used when necessary and scheduled so as to not interfere with work duties.

8.2 Sick Leave

A. Each ten-month employee shall receive seven days of sick leave because of illness or physical disability effective on the first day of each school year and an additional seven days of sick leave because of illness or physical disability on the first day of the second term (semester) of each school year, cumulative to a total of 200 days. Although credited up front, it is assumed that employees will work the entire semester to earn these days. Therefore, should an employee leave the employ of the District after being credited the days, but prior to the end of a semester, sick days will be deemed to have been earned at the rate of 1.4 days per month, commencing in September and credited upon the completion of at least one-half \( \frac{1}{2} \) the number of working days in the month. Use of sick leave days in excess of those earned at the time an employee leaves the District shall be deducted from the employee’s last pay check. Employees shall not be entitled to accrue leave days during periods of extended unpaid leaves of absence.

Each twelve-month employee shall receive eight days of sick leave because of illness or physical disability effective on the first day of each school year and eight days of sick leave because of illness or physical disability on the first day of the second term of each school year cumulative to a total of 200 days. Although credited up front, it is assumed that employees will work the entire semester to earn these days. Therefore, should an employee leave the employ of the District after being credited the days, but prior to the end of a semester, sick days will be deemed to have been earned at the rate of 1.3 days per month, commencing in July and credited upon the completion of at least one-half \( \frac{1}{2} \) the number of working days in the month. Use of sick leave days in excess of those earned at the time an employee leaves the District shall be deducted from the employee’s last pay check. Employees shall not be entitled to accrue leave days during periods of extended unpaid leaves of absence.

Each unit member shall receive a statement of accumulated sick leave with the first September pay check.

B. Sick Leave for Family Illness It is the responsibility of each unit member to make arrangements for the care of members of his/her family who become ill and require care. Recognizing, however, that there may be situations when it is not possible to effect such arrangements, a unit member shall be permitted to charge absence from work in the event of illness in the employee's immediate family against accrued sick leave. As used in this subsection, the term "immediate family" shall mean the employee's spouse, parent (whether they reside with the employee or not) or any dependent who resides with the employee and who has continuously resided with the employee for a period of not less than one year prior to the commencement of leave requested pursuant to this section. The minimum period of residency provided for herein
shall not apply to leave requested pursuant to this section in connection with the sickness or physical disability of (1) a natural dependent child of an employee who resides with the employee and who is under the age of one year at the commencement of a period of such sick leave or (2) an adopted dependent child of an employee who has resided with the employee for less than one year at the commencement of a period of such leave.

In addition to the above, bargaining unit members shall be entitled to up to three (3) days of their annual sick leave for the purpose of caring for the following "family members" who are ill and require care: children who do not reside with the employee and grandchildren. If more than 3 days are needed, they may be requested from the Superintendent. Such request must be accompanied by a doctor's note substantiating the leave for minor children, and also for grandchildren or adult children, unless the adult child, adult grandchild or parent/guardian for a minor grandchild cannot provide authorization for such information. The inability to provide a doctor's note must be explained at the time of the request.

C. An employee who is to be absent on sick leave shall notify the designee of the Superintendent by 6:00 a.m. on the date of such absence. The District shall advise employees of the name or names of such designee or designees and the manner in which they are to be notified pursuant to this section prior to the opening of school each year; any changes in such designation during the school year shall be brought promptly to the attention of the affected employees. The right to use leave pursuant to this Section shall be dependent upon the giving of such notice provided, however, that in an emergency, notice by the time specified shall not be required provided that the employee gives notice as soon as he/she is able to do so.

D. The District may require a physician's certificate in respect of any absence which extends beyond three days.

E. **Attendance Incentive**

Employees shall be paid an attendance incentive under the following conditions:

1. This provision applies to sick leave;
2. The attendance incentive is based on an employee's record or use of sick and unpaid leave over an entire school year (July 1st through June 30th), in other words, the number of absences for any employee is determined by adding together that employee's use of both sick and unpaid leave over the school year.
3. If earned, the incentive will be paid to the employee in a separate paycheck in July of the next school year; and,
4. The incentive is calculated on the following schedule:

<table>
<thead>
<tr>
<th>Number of Absences</th>
<th>Monetary Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 days</td>
<td>$500</td>
</tr>
<tr>
<td>1 or less days</td>
<td>$400</td>
</tr>
</tbody>
</table>
8.3 Other Temporary Leave

A. Personal Leave The District recognizes that certain activities may need to be engaged in by an employee during normal working time. A unit member may charge up to four days of personal leave against his/her sick leave entitlement earned during such school year pursuant to Section 8.1(A) to take care of such personal business matters that cannot be taken care of after the normal work day. Personal leave will not be utilized two days before or after a recess or a school holiday, unless granted in the discretion of the Superintendent, the exercise of which shall not be deemed a precedent upon any subsequent request therefore. The use of personal leave shall be subject to the availability of a substitute if a substitute is necessary to replace the employee requesting such leave. Application for personal leave shall, except in an emergency, be made in writing, stating the reason therefor, not less than two days in advance of each anticipated usage to the Superintendent or his designee. Employees specifically recognize that personal leave may not be taken pursuant to this Agreement for the purposes of recreational or vacation use.

B. Bereavement Leave An employee may be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of three days. Additional days may be granted at the discretion of the Superintendent but in no event shall more than two additional days be granted. As used in this subsection, the term "immediate family" shall mean the employee's spouse, child, parent, grandparent, sibling, parent-in-law, sibling-in-law, stepparent, stepchild, child-in-law or grandchild.

C. Jury Duty Leave On proof of the necessity of jury service, an employee shall be granted leave for that purpose, without charge to other leave credits, provided that he/she has agreed in writing prior to and as a condition of the granting of such leave to declare, at the time of service, that they will be paid by the District for all days served and have declined all fees (other than amounts received for meals or travel allowance) paid to such employees for such jury service.

8.4 Vacation Leave (12-month Employees)

Each twelve-month employee shall receive, on the anniversary date of his/her employment by the District, non-cumulative annual leave according to the following schedule:

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one full year of District service</td>
<td>5</td>
</tr>
<tr>
<td>After two full years of District service</td>
<td>10</td>
</tr>
<tr>
<td>After six full years of District service</td>
<td>15</td>
</tr>
<tr>
<td>After twelve full years of District service</td>
<td>20</td>
</tr>
</tbody>
</table>

Such leave must be used in increments of one (1) hour or more. Leave granted in any anniversary year pursuant to this section which is unused at the conclusion thereof shall not accumulate or be available for use in any subsequent year, nor shall an employee be entitled to compensation of any kind for or in respect of any such unused annual leave.
Employees are encouraged to use their earned and accrued vacation time. Any employee who intends to use five (5) or more consecutive days of vacation time shall submit their request for such leave to his or her supervisor not less than one week prior to the commencement of such leave. This time period may be waived under unusual circumstances.

Except in extenuating circumstances, all requests for vacation leave of less than five (5) consecutive days, shall be made at least two days in advance.

All vacation leave is subject to the approval of the Superintendent or his/her designee.

8.5 Definitions

As used in this Article and in Article 9, the term "day" shall mean the number of non-overtime hours regularly worked in an instructional day by an employee.

8.6 Association Leave

The President of the Association or his/her designee shall receive up to 40 hours of leave in each school year without charge to other leave credits for the conduct of Association business. The use of such leave shall be subject to adequate advance notice to the District's Business Administrator and to the reasonable operating needs of the District. Such leave shall be requested and recorded on the District's leave use form.

"Association business" shall mean meetings, appearances and other official union business which is conducted at the request of, or on behalf of the Association, for the primary benefit of the Association, and which is not undertaken at the request of the Employer, and shall include such matters as appearances at PERB, labor arbitrations and NYSUT conferences.

In cases where the President or his/her designee meets with the Employer in their capacity as an Association Representative during the school day, the President or his/her designee shall be released from his/her regular duties with pay and without charge to leave entitlements under this or any other section to attend such meeting. In the case of a meeting involving an employee matter, the President or his/her designee will be afforded a brief period of time to confer with the employee prior to the meeting. Where such meeting takes place outside of the President’s or designee’s regular work day, attendance at such meeting shall be without pay.
ARTICLE 9 - LIQUIDATION OF SICK LEAVE CREDITS

9.1 An employee scheduled to and who does in fact retire from District service pursuant to the provisions of the Retirement and Social Security Law and the rules and regulations of the New York State Employees' Retirement System shall receive, as soon as possible following the date on which such retirement becomes effective, an amount equal to the product of the number of hours of unused and accumulated sick leave credits in excess of 100 days on the effective date of such retirement, if any, at $7.50 per hour. This change is effective for employees retiring on or after July 1, 2000. The District's obligation to make any payment pursuant to this section shall be contingent upon its receipt from the employee of irrevocable written notice of his/her intention to retire not less than three months in advance of the anticipated effective date of such retirement or, in the case of an employee whose anticipated effective date of retirement is from July 1 to and including September 30, not less than five months in advance of such anticipated effective date.
ARTICLE 10 - SICK LEAVE BANK

10.1 A sick leave bank shall be created through individual employee contribution as set forth below.

A. Employees electing to participate in such sick leave bank shall contribute a number of hours equivalent to three days of their individual sick leave accumulation by executing the Sick Leave Bank Waiver Form annexed hereto as Appendix "D". All employees shall be eligible to participate, but employees not electing to participate shall not be eligible to draw from the bank. All employees heretofore or hereafter electing to participate shall continue as participants for the duration of their employment by the District; no such employee shall have any right to the use of sick leave contributed to the sick leave bank except pursuant to this Section 10.1. The District will provide a copy of this Article and the Sick Leave Bank Waiver Form for each employee who first joins District service during the term of this Agreement within two weeks of the employee's first day of actual service.

B. The Bank shall be administered by a committee of four persons, three chosen by the Association and one by the District. Said committee shall develop necessary forms in addition to the Sick Leave Bank Waiver Form and shall act upon withdrawal applications.

C. Withdrawals from the sick leave bank shall be limited to employees who have extended illnesses or injuries and who have first exhausted their accumulated sick leave time. No employee who is eligible for leave pursuant to Section 11.2 shall be eligible to withdraw from the sick leave bank for any period of absence in respect of which he or she is eligible for such leave, irrespective of whether such leave is applied for or taken by the employee. For purposes of this section, the term "extended" shall mean an illness or injury which results in an employee's absence of ten school days or longer.

D. No participating employee may draw more than one-third of the total hours in the sick leave bank except by unanimous agreement of the administering committee. No participating employee may draw more than the number of non-overtime hours regularly worked in an instructional day by the employee for any day of absence for which a withdrawal from the sick leave bank has been authorized pursuant to the previous sections of this Article.

E. The bank shall be replenished when the original number of contributed hours has been decreased by 80 percent but in no event more than once a year.

F. An employee absent on sick leave made available to him or her pursuant to the provisions of this Article shall not earn, accumulate or accrue sick leave credits pursuant to Section 8.1(A) during the period of such absence.

G. Employees electing to participate in the sick leave bank must so notify the District in writing within 30 calendar days of the beginning of the school year. New employees will be informed of the sick leave bank; those electing to participate must so notify the District in writing.
within 30 calendar days of initial employment. It is the intention of the parties that the procedures established by the committee be uniform with those established in the District’s instructional negotiating unit, and that any employee who does not exercise his/her right of election pursuant to the procedures to be established by the committee shall be deemed to have waived that right.

H. The balance of sick bank hours and previous year’s usage will be transmitted to the Association President, upon written request, in July of each year.

10.2 Effective July 1, 1997, employees awarded sick bank time will be required to repay the sick bank as set forth below.

A. If the total cumulative annual award in any given school year is between one (1) and fourteen (14) days, no payback will be required. Awards of between fifteen (15) and thirty (30) day, for both ten and twelve month employees, will have a payback of three (3) days, to be deducted in September of the following school year. Awards will be made and paybacks will be deducted based upon hours worked at the time of the award/payback.

B. Sick Bank request will be limited to two (2) per school year, with a limit of 30 days total approved per school year.

C. Applicants may be requested to use all paid time available, e.g. personal and vacation, before being approved for sick bank time.

D. Employees are encouraged to accumulate their sick leave for use in serious health care emergencies. An applicant’s prior history of use of sick leave may be reviewed by the Committee as one factor in determining whether to grant sick bank time.

E. The Sick Bank Committee reserves the right to consider unusual sick bank requests and grant days accordingly.

**NOTE:** It is understood and agreed by the parties that until such time as a separate agreement is reached regarding a sick leave bank for Teaching Assistants, such employees shall remain as members of the Support Staff bank.
ARTICLE 11- EXTENDED LEAVES OF ABSENCE

11.1 The Board may, in its sole and unreviewable discretion, grant a leave of absence with or without pay for any reason or purpose it may determine to be appropriate.

11.2 Upon application in writing as hereinafter set forth, an employee who so requests shall be granted a leave without pay for the purpose of raising a natural or adopted child. Such leave shall be for a period of not more than one year, unless mutually agreed upon by the employee and the Superintendent and approved by the Board of Education. If such leave is requested in respect of the anticipated birth of a child, it shall commence at or before the onset of the period of temporary disability relating thereto of the employee requesting such leave. The Superintendent may require that a period of leave granted pursuant to this section continue until the commencement of the school term next succeeding the date at which such period of leave would otherwise have terminated. Application for leave pursuant to this section shall be made not later than 90 days in advance of the anticipated commencement date of the leave, provided, however, that the employee shall make every effort to make such application earlier if possible; the right to use such leave shall be dependent upon the giving of such notice.

11.3 All benefits to which an employee was entitled at the time a leave granted pursuant to this Article commenced, including unused accumulated sick leave, will be restored to the employee upon his/her return from such leave. An employee who returns from leave granted pursuant to the provisions of this Article shall be placed on the same level of the appropriate hourly rate schedule (Appendix “A”, “B”, “C”, “D”) he or she was on when the leave commenced.

11.4 No employee on any leave of absence pursuant to the provisions of this Article shall earn or be entitled to use accumulated sick leave, nor shall the District pay group health insurance premiums for such employee; but the employee shall be allowed to participate in the District's group health insurance plan at his or her own expense.

11.5 The District may require that any leave granted pursuant to the provisions of this Article continue for a period of at least one school term and conclude coincident with the end of a school term. An employee seeking to return to active District service at the conclusion of a period of leave granted pursuant to this Article shall so advise the District, in writing, not later than 90 days in advance of the employee's anticipated return from such leave; the provisions of Section 11.3 shall be applicable only in the event such notice is timely given by the employee.
ARTICLE 12 - WORKERS' COMPENSATION

12.1 Personnel who are injured in the course of their employment and who are entitled to Workers' Compensation shall return to the District any benefits paid under Workers' Compensation for loss of wages for the time for which the employee receives full sick leave pay. Personnel shall be entitled to retain any schedule awards received at any time, and shall also be entitled to retain any benefits paid under Workers' Compensation for loss of wages during the time in which sick leave is not granted. No sick leave shall be charged for the amounts of compensation returned to the school district by the employee.
ARTICLE 13 – HOLIDAYS

13.1 Twelve-month employees shall be granted the following holidays with pay. All of these holidays listed in this agreement are to be paid holidays so long as school is not in session.

- New Year’s (two days)
- Good Friday
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving (Thursday and Friday)
- Christmas (two days)
- Easter Sunday (for a 12 month employee whose regular scheduled shift normally includes Sunday).

13.2 Ten-month employees shall be granted the following holidays with pay. All of these holidays in this agreement are to be paid holidays so long as school is not in session.

- Columbus Day
- Thanksgiving (Thursday and Friday)
- Christmas (two days)
- New Year’s Day
- Martin Luther King Day
- Veterans Day
- President’s Day
- Good Friday
- Memorial Day

13.3 If any holiday granted pursuant to Section 13.1 falls on a Saturday or Sunday, it will be observed and treated for purposes of compensation as if it had fallen on the immediately preceding Friday or the immediately following Monday, respectively. For those employees whose shift includes a Saturday and/or a Sunday, a holiday that falls on a weekend workday shall be observed on the actual holiday rather than on the preceding Friday or the following Monday.

13.4 Any employee who works on a paid holiday as set forth above, shall be paid the holiday plus regular pay for any hours actually worked. If the holiday work results in the employee working more than 40 hours in that work week, then the employee shall receive time and one-half pay for any hours in excess of 40 in addition to the holiday pay.
13.5 For the determination of when a holiday commences for shift work, it is agreed that the holiday shall commence with the approximate 7:00 a.m. beginning of the “day” shift and end twenty-four hours later. An employee whose schedule does not encompass a paid holiday as set forth in Articles 13.1 and 13.2 above, will be entitled to request another work day off within the two pay periods following the holiday. Such request shall be made at least seven (7) days prior to the requested date and is subject to approval by the District. For example, an employee with a Tuesday through Saturday work schedule who misses Monday holiday will be entitled to a substitute day off with pay within the next two pay periods.

13.6 Maintenance staff will continue to perform building checks as required by the District. When such building checks are conducted on Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day and Easter Sunday shall be performed by the maintenance staff in accordance with the following:

A. Absent extenuating circumstances, building check assignments shall be rotated so that no employee shall be required to cover the same holiday in two successive years.

B. Employees shall be notified by June 1 of each year as to the holidays they are required to work in the following year.

C. Building checks will normally be assigned to be performed by a single employee. Exceptions may be proposed by an employee, which shall be subject to prior approval by management.

D. Building checks will be conducted between the hours of 7:00 a.m. and 7:00 p.m. The employee assigned the building check will notify his or her supervisor of when he or she will conduct the check. If the time is not acceptable, the supervisor shall notify the employee and direct that the check be conducted at a different time.
ARTICLE 14 - EMPLOYEE SCHEDULES

14.1 Lunch Period

An employee working four or more continuous non-overtime hours in any instructional day shall, except in an emergency, receive a lunch period of 30 minutes.

14.2 Continuous Duty:

No aide or secretary shall be required to remain at his/her work station for more than four continuous non-overtime hours, except in an emergency; provided, however, that no such employee shall leave his/her work station at any time for any purpose when a student would, as a consequence of such departure, be unsupervised by a teacher, aide or librarian.

14.3 Scheduling:

The scheduling of lunch and break periods and the determination on any occasion than an emergency requires that a lunch or break period not be made available pursuant to this Article to any employee shall be within the sole and unreviewable discretion of the District; with respect to scheduling, however, consideration will be given, insofar as practicable, to employee preferences. An employee, other than a bus driver, monitor assigned to a bus, or food service worker, who works seven or more hours per day shall, subject to the limitations of this Article, receive one fifteen minute scheduled break during the first half of his/her assignment and on fifteen minute scheduled break during the second half of his/her assignment. An employee, other than a bus driver, monitor assigned to a bus, or food service worker, who works four or more hours but less than seven hours per day, shall, subject to the limitations of this Article, receive one fifteen minute scheduled break period. An employee’s lunch break and scheduled break period(s) may not be combined without the permission of the employee’s immediate supervisor.

14.4 A. Employees in positions in Category 6 as set forth in Article 5.4 (typists and ten month typists) whose effective date of service is on or before June 30, 1991, may be required to work on a rotating basis on days when school is closed for recess periods, other than the days set forth in Article 13, one employee per building and will work their regular number of hours on such days. The District will compensate these employees at one and one-half (1 1/2) times their regular hourly rate for such hours actually worked. Said employees shall continue to receive their regular hourly rate for their regular daily non-overtime number of hours when not working during recess periods.

B. Employees in positions in Category 6 of Article 5.4 (typists and ten-month typists) hired effective July 1, 1991, and thereafter, will work during all school recess periods as a part of their regular work year other than on the holidays set forth in Article 13. These employees will be paid their regular daily non-overtime rate of pay for all such hours worked during these school recess periods, except that they shall be paid time and one-half after forty (40) hours in any one week.

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14.5 Employees shall only be paid for actual hours worked at any time of the year, unless otherwise specifically noted in this agreement. Minor variations in individual work times and lengths of work days may be worked out on an individual basis, subject to the approval of the employee's supervisor.

14.6 Shifts - Employees hired on or after April 1, 1997 may be assigned by the District to shifts within the 24 hour day and may be assigned work weeks which include weekend days.

14.7 Custodial Workshift - All custodial and maintenance employees may be assigned by the District to a work shift up to 8.5 hours (inclusive of ½ hour unpaid lunch).

14.8 Shift Differential - Employees assigned to a shift beginning on or after 3:00 p.m. and ending on or before 7:30 a.m. shall receive a shift differential of $.70 per hour added to their normal hourly rate as compensation for such shift differential. Employees shall receive the shift differential so long as they continue to be assigned to an eligible shift. If an employee is transferred by the District to a non-eligible shift (day shift), then the employee shall no longer be paid the shift differential upon the effective date of the transfer. The District agrees that the temporary reassignment to a non-eligible shift of a custodial and maintenance employee who is regularly assigned to an eligible shift during the summer time will not cause the employee to lose the shift differential. For example, a cleaner assigned to a 3:00 to 11:30 p.m. shift during the school year who receives the shift differential shall continue to receive that shift differential if that cleaner is temporarily assigned to a non-eligible shift over the summer or a recess period. The assignment of employees to shifts, temporary or otherwise, remains in the discretion of the School District.

14.9 The District may implement the use of time clocks (or other similar system) for employees to record work times. When implemented, the District will implement such system so that all members of the unit are affected within one year of implementation.
ARTICLE 15 - EXTRA BUS RUNS WHICH CONSTITUTE FIELD TRIPS AND SPORTS TRIPS

15.1 The District will maintain two (2) extra bus run lists, one for sports runs and one for field trips and trips for outside organizations occurring both during the school week and on weekends. Bus Driver employees may sign up for one or both types of extra runs at the semi-annual safety meetings. Bus Drivers may also sign up for extra runs within 30 days of appointment to their position by the Board of Education. Names will be placed on these lists in order of date of hire. A Bus Driver may ask to have their name removed at any time, but a driver who removes his or her name from the list may not add their name back to the list until the next scheduled safety meeting.

15.2 All extra hour categories will have a separate rotation (i.e. Noon runs (Hawthorne Valley and VOTEC), 4:40 runs, 5:15 runs, runs to other schools (i.e. Kildonan, Berkshire and RSS), field trips, sports trips and weekend trips. Drivers who have an assigned run that is frequently cancelled will be given preference, by their request. They will be asked to substitute based on their availability.

15.3 Lists for upcoming trips will be posted in the driver’s room on Monday, and every attempt will be made to include any additions to the trip list within 24 hours of the time that the transportation department becomes aware of the trip. Drivers are to sign up for trips as soon as possible after posting. If no driver signs up for a posted trip within two days, the transportation supervisor will canvas the next driver on the list.
ARTICLE 16 - NOTICE OF VACANCIES AND PERSONNEL ACTIONS

In the event the District intends to fill a permanent vacancy in a negotiating unit position, it shall so indicate to employees and the Association by posting in each of its buildings to which employees are regularly assigned a Notice of Permanent Vacancy ("NPV") relating to that permanent vacancy. Except in an emergency, an NPV shall be posted pursuant to this section at least five days prior to the date that the permanent vacancy to which it refers is to be filled. A copy of each NPV shall be delivered to the President of the Association simultaneously with its posting; such requirement shall be deemed to have been met if the NPV is transmitted to the President not more than two days following its posting by the District. Each NPV shall contain the title of the position or positions proposed to be filled, a brief statement of job content and minimum qualifications required for appointment, the position category in which the position is assigned pursuant to the provisions of Section 5.4, the hourly wage rates then applicable to positions in such position category, the person to whom employee applications for the position, if any, may be directed and the last date by which such applications must be received by such person.

Any employee who wishes to be considered for appointment for a permanent vacancy which is the subject of an NPV may so indicate by making written application therefor in writing to the District and delivering such application to the person designated for such purpose in the NPV no later than the close of business on the date specified in the NPV as the last date on which such applications will be received by the District.

An employee who wishes to be considered on a continuing basis for permanent vacancies which may occur in a specific negotiating unit position, identified by the employee, as and when such permanent vacancies occur may so indicate by making written application therefor in writing to the District and delivering such application to the District's Business Administrator at any time. A copy of each such application shall be provided to the employee's supervisor at the time it is submitted to the Business Administrator.

Each application submitted pursuant to Sections 16.2 and 16.3 shall specify the position for which application is being made, shall contain the employee's name, regular work location, present position and supervisor and shall indicate the address(es) and telephone numbers(s) at which the employee may be contacted by the District. All complete applications timely received by the District pursuant to Section 16.2 shall be retained by the District until the permanent vacancy to which they relate has been filled by the District. All complete applications timely received by the District pursuant to Section 16.3 shall be retained by the District until the May 31 next following such receipt. An employee making an application pursuant to Sections 16.2 or 16.3 may submit to the District with his/her application an extra copy of the same, which copy will upon the employee's request be marked or stamped as having been received by the District and returned to the employee in person or by regular mail.

Should the District elect to fill a permanent vacancy in a negotiating unit position, it shall consider all properly and timely submitted applications from employees for appointment to such position. Should an employee meeting the minimum qualifications for a vacancy submit an
application for a permanent vacancy, such application shall have a preference over any application from an external applicant, if the District determines that the incumbent employee is more qualified than the external applicant. However, the determination of applicant qualification for any position is in the complete and unreviewable discretion of the District. Though the District need not fill any such vacancy from among incumbent employees, each such employee from whom the District has received an application pursuant to the provisions of this Article shall be advised no later than ten days following District action to fill that vacancy of such action. In the event that the District elects to appoint to such position an employee who has submitted to it an application pursuant to Section 16.3, the employee shall within three days of receipt of an offer of appointment to a permanent vacancy advise the District of his/her intention to accept such appointment or such offer shall be deemed withdrawn. A vacancy shall not be filled with a temporary employee for a period longer than sixteen (16) weeks. Upon reaching sixteen (16) weeks, the District (if it elects to continue to fill the vacancy) must post and fill it in accordance with the provisions of this Article.

In addition to NPVs relating to permanent vacancies in negotiating unit positions pursuant to Section 16.1, the Association shall receive notice in writing of Board action concerning creation and abolition of permanent negotiating unit positions, the appointments of persons to fill permanent vacancies in such positions and resignations and retirements there from and of long-term leaves of absence as to which Board action is required.

The obligations incurred by the District pursuant to the provisions of this Article shall be limited to the notice requirements imposed upon it hereunder. The failure in any case of the District to meet those requirements or the failure of any employee to receive any notice required by the provisions of this Article or to make application for a permanent vacancy as provided thereby shall not affect or operate to invalidate any appointment which otherwise conforms to law. It is understood, however, that the District will make a good faith effort to comply with the provisions of this Article.

As used in this Article, the term "permanent vacancy in a negotiating unit position" shall mean an unencumbered position heretofore or hereafter created by the Board in any of the titles specified in Sections 1.1 and 5.5 of this Agreement. A "permanent vacancy in a negotiating unit position" shall not be deemed to exist or have been created by administrative or Board action to increase or decrease the number of hours regularly worked by any incumbent of any such position.

Employee Protection – Permanent employees who are members of the unit not otherwise already covered by Civil Service Law Section 75 and 76, shall be entitled to the protections of such sections so long as they have completed at least five (5) years of continuous service in the District.

Video Cameras - The District may use recordings from video cameras for disciplinary matters.
ARTICLE 16A - EVALUATIONS

The District shall have the right to conduct evaluations of employees.

Annual evaluations shall be performed using the form attached hereto as Appendix "E".

After an evaluation is completed, the supervisor(s) conducting the evaluation shall meet with the employee to discuss the evaluation and provide the employee with a copy of the evaluation. The employee shall sign the evaluation. Such signature only acknowledging that a copy of the evaluation has been provided to the employee. The employee may provide written comments regarding the evaluation within two weeks of the meeting with the supervisor(s). Any such written comments provided by the employee shall be attached to the evaluation which shall be placed in the employee's personnel file.

An employee may request to meet with the next level supervisor concerning any evaluation.
ARTICLE 17 - EMPLOYEE FILES

Each employee will have the right, upon request made at least two days in advance, to review the contents of his/her official personnel file during the District's regular business hours in the presence of an administrator designated by the Superintendent for such purpose, and to copy any document contained in such file. Such review shall take place insofar as practicable at a time other than during the employee's regularly scheduled workday. An employee will be entitled, upon request of that employee, to have a representative of the Association accompany him/her during such review.

An employee may file a response of reasonable length to any document in his/her employee file that he/she deems to be adverse or critical of performance.

All employee files will be kept confidential and maintained solely and exclusively by the District.
ARTICLE 18 - SENIORITY

The District shall maintain for each of the following title categories a seniority listing of persons permanently appointed to positions in such category.

<table>
<thead>
<tr>
<th>Category</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Bus Driver</td>
</tr>
<tr>
<td>C</td>
<td>Maintenance Man</td>
</tr>
<tr>
<td>E</td>
<td>Cleaner</td>
</tr>
<tr>
<td>F</td>
<td>Laborer</td>
</tr>
<tr>
<td>G</td>
<td>Groundskeeper</td>
</tr>
<tr>
<td>H</td>
<td>Typist</td>
</tr>
<tr>
<td>I</td>
<td>School Monitor/Notetaker</td>
</tr>
<tr>
<td>J</td>
<td>Food Service Helper</td>
</tr>
<tr>
<td>K</td>
<td>Mechanic</td>
</tr>
</tbody>
</table>

In the event that the number of positions in any of the title categories set forth in Section 18.1 is reduced by the abolition of one or more of such positions by the Board, employees shall be laid off in inverse order of seniority in such category. Seniority shall be based on an employees' total service with the District in any job category as defined in paragraph 18.4 below. For example, an employee moving from night cleaner to maintenance shall carry his/her service as a cleaner to his/her new position as maintenance worker. Employees carrying service forward to new job titles and categories do not enjoy any rights to bump into previously held positions unless such bumping is required in accordance with New York State Civil Service Law for positions in a public school district.

The District shall maintain for each of the title categories enumerated in Section 18.1 a seniority listing of permanently appointed employees laid off pursuant to Section 18.2 by name and date of permanent appointment to a position in such title category. In the event that a position in such title category is created by the Board and a permanent appointment thereto required to be made, such recall listing shall be used to fill such vacant position before recourse is had to any other appointment list or method of appointment. Permanent appointments from any such listing shall be made in order of permanent appointment to a position in the title category to which such listing refers. The eligibility of any person for appointment from any such listing pursuant to this section shall not, however, continue for a period longer than two years from the date of termination pursuant to Section 18.2.

Seniority is determined based on the length of continuous service with the District from an employee's first date of permanent employment (i.e. actual work day) in the District as established by Board resolution of appointment. Substitute and temporary service is excluded from the determination of seniority. Part-time and full-time service is to be treated equally for determining seniority. An employee shall not earn seniority during any period of unpaid leave of absence. An employee's seniority shall not be lost because of absence without pay due to illness, authorized leaves of absence, or temporary layoff of one year or less. An employee shall lose
earned seniority if absent without pay due to illness, authorized leaves of absence, or temporary layoff of more than one year.

Notwithstanding the foregoing, this Article shall not be construed to require or permit any termination or appointment which is inconsistent with the provisions of the Civil Service Law, rules or regulations adopted pursuant thereof or applicable decisions promulgated thereunder.
ARTICLE 19 - EMPLOYEE REIMBURSEMENT

Consistent with the provisions of this section, employees will be reimbursed for any financial loss resulting from damage to or destruction of their personal property caused as a result of or in the performance of duties within the scope of their employment by the District. The Employee shall submit written documentation or evidence as requested by the District of any such claim. The Employee shall be responsible for the first $100 of any such loss and the maximum liability of the District beyond that initial $100 is $400. Both the Employee and District shall make use of any applicable insurance coverage, if available, to cover such loss.
ARTICLE 20 - LIAISON COMMITTEE

There is hereby established a Liaison Committee to consider matters of concern to the District and the Association, including those matters specifically referred to in this Agreement.

The Liaison Committee shall be composed of not more than four members, two of whom shall be permanent members of the Committee and one of whom shall be designated in respect of each meeting of the Committee by each of the two permanent members. The two permanent members of the Committee shall be the President of the Association and the District's Business Administrator. Nothing contained herein shall be construed to inhibit the Committee from carrying out its purposes by subcommittee or by any other method reasonably suited to its purposes as may be agreed upon.

The Committee shall schedule one meeting during each calendar quarter on a date and at a time to be agreed upon in advance by its members. Should either permanent member of the Committee determine that there is a need for a Committee meeting on any such scheduled date, he/she shall so notify the other permanent member at least ten days in advance of such date and such meeting shall take place thereon. In addition, should either permanent member determine that one or more special meetings in any year is appropriate and in furtherance of the purposes of the Committee, such special meeting or meetings may be scheduled upon ten days written notice to the other permanent member.

Any notices of a regular or special meeting delivered pursuant to the provisions of Section 20.3 of this Article shall contain the agenda for such meeting proposed by the permanent member of the Committee calling such meeting.

The Committee is hereby authorized to enter into understandings concerning matters properly before it. No understanding entered into by the Committee, however, shall in any way supersede any provision of this Agreement nor shall the terms of any such understanding be subject to the provisions of Article 23 of this Agreement.
ARTICLE 21- SAFETY AND HEALTH STANDARDS

The Association may suggest to the District improvements in safety and health standards affecting employees. Such suggestions shall be appropriate subjects for discussion by the Liaison Committee established pursuant to the provisions of Article 20 of this Agreement.

Work Environment.

A. Employees are entitled to a workplace that is free of harassment, intimidation and fear. Consistent with the collective bargaining agreement and state law, administrative decisions will be made based upon what is best for the educational program. Actions with regard to issues such as transfers, work assignments, leave approvals, employee evaluations, discipline, etc. will not be used as a way to harass or intimidate employees.

B. Reprimand or discipline of employees for conditions involved in the performance of their duties will be conducted in private by the appropriate supervisor. Employees will demonstrate similar professional courtesy to administrators by relating problems or difficulties in private.

C. In the event that an employee has reason to believe that this section has been violated, a harassment complaint form (Appendix I) shall be completed and delivered to the Superintendent of Schools. Thereafter, a meeting between the Association, the Employee and the Superintendent or his/her designee shall be scheduled within ten working days to discuss the problem.

D. This article (21.2) shall not be subject to the grievance procedure.
ARTICLE 22 - FOOD SERVICE HOURS

The Association may suggest to the District changes in food service employee work schedules. Such suggestions shall be appropriate subjects for discussion by the Liaison Committee established pursuant to the provisions of Article 20 of this Agreement.
ARTICLE 23 - GRIEVANCE PROCEDURE

Basic Principles

A. The District and the Association declare their joint intent to encourage the prompt resolution of grievances of employees through recourse to the formal procedure established by this Article. Nothing contained herein shall be construed, however, as limiting the right of any employee having a grievance to discuss the matter informally with a person designated for such purpose by the District and having the grievance informally adjusted without the intervention of the Association. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and the Association shall in all respects be final. Said adjustment shall in no event, however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

B. Any employee shall have the right to present a grievance in accordance with the procedure established by this Article free from coercion, interference, restraint, discrimination or reprisal.

C. An employee shall have the right to be represented at all steps of the grievance procedure by a representative of his/her choice.

Definitions

A. "Grievance" shall mean a dispute concerning a claimed violation of a specific term or provision of this Agreement.

B. "Grievant" shall mean the unit member(s) or Association on behalf of the unit member(s) filing the grievance.

The grievance procedure shall be as follows:

A. Step 1: The Grievant shall present the grievance, in writing on forms to be provided by the District, to the employee's immediate supervisor not later than 15 days following the date on which the act or omission giving rise to the grievance occurred or the date on which the employee knew or reasonably should have known of such act or omission. Such submission shall contain a short plain statement of the grievance, specific reference to the sections or sections of this Agreement which the Grievant claims to have been violated and a statement of the redress sought. The supervisor receiving the grievance shall take steps necessary to insure that an appropriate disposition of the grievance is made and shall reply to the Grievant on the same form as that on which the grievance was presented, within seven (7) days following the date of the grievance.

B. Step 2: In the event the Grievant wishes to appeal the decision at Step 1, the appeal shall be submitted to the Superintendent, in writing on the grievance form, within seven (7) days following receipt of the Step 1 decision. A copy of such appeal shall also be sent to the
Supervisor who considered the grievance at Step 1. The Superintendent or his/her designee shall meet with the Grievant and his/her representative, if any, within seven (7) days of receipt by the Superintendent of such appeal. Within seven (7) days of such meeting, the Superintendent or his/her designee shall issue a written decision to the Grievant.

C. Step 3: In the event the Grievant wishes to appeal the decision at Step 2, the appeal shall be submitted to the Board, in writing on the grievance form, together with all documentation bearing upon the grievance and a copy of the decision at Step 2, within five (5) days following receipt of the Step 2 decision. A copy of such appeal shall simultaneously be delivered to the Superintendent. The Board will review the matter at its next regularly scheduled monthly meeting following presentation of the grievance at this step provided, however, that the review of the grievance by the Board shall not be required to be held within ten (10) days of presentation of the grievance at this Step. The Board's review of the matter may, at its discretion, include a meeting with the Grievant and his/her representative, if any. The Board will issue its determination in writing within 15 days after the close of its review.

D. Step 4: If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration by delivering a written demand to arbitrate to the Superintendent and the American Arbitration Association within ten (10) days after receipt of the decision at Step 3.

The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 1, and in the event that such an issue is raised, the Superintendent may return the matter to Step 1 for further determination.

The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association, as amended by this Agreement.

The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his/her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the Arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the Arbitrator shall be final and binding upon both parties.

All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

If the parties mutually agree to a stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party, without the consent of the other, requires such a transcript, the requesting party shall bear the entire cost and shall provide the Arbitrator and the other party
with a copy of the transcript.

**General Provision**

A. All documents, communications and records dealing with the processing of a grievance, including those provided by the Grievant, shall be filed separately from the personnel files of the Grievant, and such grievance file made available upon request, for inspection by the Grievant and his/her representative, if any.

B. As it is important to good relationships that grievances be filed and processed as rapidly as possible, the time limits specified for either party may be extended only by mutual consent.

C. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under the Agreement or elsewhere shall be barred. The failure by the District to meet the time limits specified herein shall permit advancing the matter by timely appeal to the next step of this procedure. The time within which such appeal must be made shall run from the last date by which District action would have been timely pursuant to the provision of this Article.

D. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than ten days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is earlier.

E. The Association may submit a grievance filed on behalf of a number of employees directly to Step 2. The District may initiate grievances against the Association at Step 4.

F. In the event service of a reply or determination is made by mail, service shall be complete upon mailing, and the time to take any action under this Agreement which is dependent upon receipt thereof shall be extended by three days.

G. An Association representative or affiliated staff representative may be present at the request of the Grievant at any step of the grievance procedure.

H. There shall be only one spokesperson for the Grievant and one for the District at each step of the grievance procedure.

I. Unless otherwise mutually agreed, proceedings under this Article shall be scheduled at times other than during normal working hours. In the event that an employee's non-overtime work shift coincides in whole or in part with an arbitration hearing held pursuant to the provisions of Section 23.3 in respect of which such employee is the named grievant or testifies as a witness, the employee will be granted leave without charges to other leave credits, and will be paid at his/her regular hourly rate, for the shorter of his/her non-overtime work shift or the duration of the arbitration hearing. In the case of a person employed as a bus driver who is otherwise entitled to leave with pay pursuant to this section, such leave shall extend to the
duration of any regular bus run scheduled to begin during such hearing or by a time immediately following its conclusion which would not allow the employee sufficient time in advance thereof to reach his/her regular work location.

J. All hearings conducted pursuant to the provisions of this Article shall be confidential.
ARTICLE 24 - GENERAL

In the event that any provision of this Agreement shall at any time during the terms thereof be declared invalid by a court of competent jurisdiction or through government regulation or decree, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

In the event that the Legislature should adopt or amend any statute which would by its terms expressly amend or modify any provision of this Agreement, either party shall have the right immediately to reopen negotiations solely with respect to the subject matter of that provision.

The provisions of this Agreement shall be inapplicable to any employee occupying a position funded in whole or in part by Federal funds.

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 THEREON, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS BEEN GIVEN APPROVAL.
ARTICLE 25 - DURATION OF AGREEMENT

This Agreement is the entire Agreement between the District and the Association, terminates all prior agreements and understandings, and, except as provided herein, concludes all collective negotiations during its term.

On or about January 15 and not later than January 31 of the final year of this Agreement, either party may request the commencement of negotiations with a view toward an agreement to succeed this Agreement. Such negotiations shall commence within 30 days of the transmittal of any such request, at a mutually agreed time and place. If such negotiations have not been concluded earlier than 120 days prior to the end of the District's fiscal year, either party may invoke the impasse procedures established pursuant to Section 209 of the Public Employees Fair Employment Act. At any time prior to the invocation of such impasse procedures, the parties may mutually agree upon the appointment of a mediator or fact-finder, in which case the cost of the services of such an individual, if any, shall be divided equally between the parties.

This Agreement shall be effective from July 1, 2006 to June 30, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representative on the day and year first above written.

TA CONIC HILLS CENTRAL SCHOOL DISTRICT

TA CONIC HILLS SUPPORT STAFF ASSOCIATION

By: __________________________  By: __________________________
## Appendix "C"

**HOURLY RATES**  
2006 - 2007 (4%)  

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### Appendix “C”

**H O U R L Y R AT E S**

2007 - 2008 (4%)

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45
## Appendix "C"

### Hourly Rates

**2008 - 2009 (4%)**

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## Appendix "C"

### Hourly Rates

#### 2009 - 2010 (4%)

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<td>18.50</td>
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APPENDIX "D"

SICK LEAVE BANK WAIVER FORM

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to the Sick Leave Bank Provisions of Article 10 of the 2000-2001 collective agreement between the Taconic Hills Central School District and the Taconic Hills support Staff Association, to deduct from my sick leave a number of hours equivalent to three (3) days, to be credited in my name to the Sick Leave Bank.

I hereby waive all right and claim to said sick leave. This waiver allows my participation in the Sick Leave Bank according to the said collective agreement. Should the sick Leave Bank be renewed, I authorize you to deduct additional days as set forth therein.

This waiver shall be in full force and effect until I leave the District.

NAME: (Print) ___________________________ DATE: _______________
SIGNATURE: ___________________________ BUILDING: _______________
SOCIAL SECURITY NUMBER: _________________________________