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

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ADJ  
4627

**AGREEMENT BETWEEN**  
**THE BRADFORD MANAGERIAL/CONFIDENTIAL EMPLOYEES**  
**AND**  
**THE BRADFORD CENTRAL SCHOOL DISTRICT**

**JULY 1, 2004 TO JUNE 30, 2006**

**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

**DEC 06 2004**

**ADMINISTRATION**

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## **ARTICLE I**

This contract covers Managerial and Confidential Employees: Cashier/Food Service Worker Supervisor/Transportation Clerk, Personnel Clerk, District Treasurer, Superintendent's Secretary, and Building Maintenance Mechanic.

## **ARTICLE II**

This agreement shall be in effect from July 1, 2004 to June 30, 2006.

## **ARTICLE III**

Contract shall be negotiated collectively by the above parties.

## **ARTICLE IV - CONTINUATION CLAUSE**

All other school rules and regulations, standards and customs, relating to terms and conditions of employment presently existing at the signing of this contract are hereby continued with the exclusive right reserved by the School Board and the Superintendent to alter such rules and regulations, customs, and standards after notice to and in consultation with managerial/confidential personnel. Nothing can be added to or deleted from this contract unless it has been agreed to by the Superintendent and Managerial/Confidential employees.

## **ARTICLE V - LEAVES**

### **A. Sick Leave**

1. Twelve month full time employees will be entitled to twelve (12) days leave per year for illness. Remaining sick leave days may accumulate to a total of two hundred (200).
2. Ten month full time employees will be entitled to ten (10) days leave per year for illness. Remaining sick leave days may accumulate to a total of two hundred (200).

Sick leave may be used for self, husband, wife, significant other, mother, father, children or grandchildren.

Employees absent due to illness for five (5) or more days at one time may be required to provide a doctor's certificate.

**B. Sick Leave Bank**

1. Purpose. The purpose of the sick leave bank is to permit the withdrawal there from by any employee covered by this agreement who has joined the bank and has or will have exhausted his unused sick leave.
2. Bank maximum. The maximum number of days in the bank will be one hundred twenty (120) days.
3. Contributions. Each employee upon entering the bank will contribute three (3) sick leave days. Members of the bank will continue to contribute two (2) sick leave days per year until the maximum of thirty (30) days are met. Contributions to the bank must be completed within thirty (30) school days from the first workday in (or during) the school year. The only exception being that when an employee is hired during the year and they wish to join the bank, then they will contribute a pro-rated number of days based on three (3) days.
4. Administering the bank. The bank will be administered by a committee of two (2) employees and one (1) administrator.
5. Rules for receiving days. The committee will observe the following rules with granting days from the bank.
  - a) The bank may only be used for personal illnesses covered by Article V (A.) that are at least five (5) consecutive school days in duration.
  - b) Request for withdrawal of days from the bank must be made in writing and include a statement from the employee's physician as to the need for sick days and the predicted, if known, length of absence. In an emergency situation, the committee may, at its discretion, waive the written request requirement.
  - c) The committee, at its option, may require a statement from a second physician verifying the need for sick leave days.
  - d) No employee shall be given an extension of a grant of days from the bank for a cause other than that of the absence for which the original days were given, without submitting a new application relating the cause of the absence.
  - e) Circumstances not covered by the above rules will be dealt with on an individual basis by the committee.

**C. Personal Leave**

1. Twelve month employees will be entitled to four (4) days of personal leave each year.
2. Ten month employees will be entitled to have three (3) days of personal leave each year.

Personal days, if not used during the year, may accumulate as sick days.

Request for personal leave must be made in writing at least twenty-four (24) hours in advance except in emergency situations.

One (1) day of personal leave may be used without restriction. The other days are to be used for business that cannot be conducted at any time other than the employee's work day. The restricted personal leave days are not to be used for job interviews, paid work elsewhere or recreation.

Personal leave may be taken with pay either the workday immediately before or the workday immediately following a holiday during the non-instructional work year provided the employee requests the use of the day(s) at least two (2) weeks in advance of such use. The employee must submit a reason for the use of the day(s). The granting of the day(s) requested is at the discretion of the Superintendent.

**D. Bereavement Leave**

1. Managerial/Confidential Employees shall be entitled to five (5) consecutive working days for each bereavement for the immediate family. Immediate family shall be defined for the purpose of this paragraph as parent, children, siblings, spouse, significant other, mother and father-in-law, grandparents, or grandchildren.
2. Two consecutive working days shall be given for other relatives.
3. The above days are not deducted from leaves.
4. The above days are for each bereavement.
5. Bereavement leave may be used to settle financial or legal problems connected with the bereavement.

**E. Maternity Leave**

1. A leave of absence without pay shall be granted upon request. The leave will be granted for a period not to exceed one (1) year. An extension not to exceed a total of two (2) years may be approved by the Board provided the employee requests such extension.
2. The employee may return to her position prior to the expiration of the leave upon presentation of physician's written consent providing that she gives the District at least thirty (30) days written notice. In the event of a miscarriage or death, the thirty (30) day notice shall be waived. The thirty (30) day notice may also be waived by mutual agreement of the parties.
3. During the period of leave, an employee retains her status, salary step, accumulated sick leave, and any other inherent contract rights, but does not accumulate any additional rights during the period of leave.

**F. Unpaid Leave of Absence**

1. Employees applying for a leave of absence shall have a minimum of two (2) years' full-time experience, equivalent to twelve (12) month employees, in the District. Such leave shall be for a minimum of thirty (30) days or a maximum of sixty (60) days and shall be taken without pay.
2. Application for a leave of absence shall be made in writing to the Board of Education at least thirty (30) days before the commencement of such leave. The Superintendent may make a recommendation in writing to the Board of Education. A copy of this recommendation will be given to the applicant.
3. The applicant shall be given an opportunity to meet with the Board of Education prior to rendering a decision.
4. Any applicant turned down by the Board of Education may request a hearing with the Board of Education.
5. The Board of Education shall finalize all decisions such that the applicant will be notified in writing within thirty (30) calendar days after submission of the application to the Board of Education.
6. During the period of leave, the applicant retains his salary, accumulated sick leave, and any other inherent contract rights during the period of leave.

7. An applicant whose unpaid leave is less than sixty (60) days shall be treated upon his/her return, for salary purposes, as if, he/she had worked the entire school year.
8. The applicant shall submit a letter to the Board of Education stating his intention of returning to his position at least thirty (30) calendar days before the expiration of his leave.

**G. Jury Duty**

Employees scheduled for jury duty shall be compensated by the district, subject to return to the district of money earned for service as a juror. Should the person on jury duty receive less than he would in employment, the District would pay only the difference of what his salary would have been. Jury duty, not interfering with the employees' normal hourly schedule and responsibilities, are not included in this article.

**ARTICLE VI - GRIEVANCE PROCEDURE**

The following procedure shall be established to resolve problems which may arise in interpretation of provisions of this contract. Procedure will advance from Step 1 through Step 6 if a mutually satisfactory solution is not possible at any step.

A "grievance" shall mean an alleged violation, misinterpretation or unfair application of any of the provisions of this contract to a member of the Bradford Central School Managerial/Confidential Personnel. No grievance will be considered that is more than thirty (30) days old prior to Sept 1.

Step 1

A member who feels that he has a grievance will discuss it personally with his immediate supervisor. If no acceptable solution can be reached, within a reasonable length of time, a conference will be held with the Superintendent.

Step 2

If there is not a solution at Step 1, a member of the Negotiating Committee of the Bradford Central School Managerial/Confidential Personnel will act as a third party and discuss the problem with the aggrieved member and Superintendent together, with the objective of an informal solution.

Step 3

If a solution to the problem is not found in Step 2, a written statement of the grievance will be submitted to the Superintendent within five (5) working days of Step 2's meeting. A hearing with the Superintendent and the negotiating committee must be held within five (5) working days of receipt of the statement. The Superintendent then has an additional five (5) working days to make a written decision.



Step 4

If the issue remains unresolved, the negotiating committee will request a hearing at the next scheduled Board of Education meeting. Within five (5) working days, the Board of Education will return a written decision to the committee.

Step 5

A cooling off period of twenty (20) working days must elapse prior to arbitration. The issue will be deemed settled if there is no written communication at the culmination of the twenty (20) days regarding arbitration.

Step 6

An outside arbitrator will be mutually agreed upon, whose services will be obtained as soon as possible. Cost of the arbitrator, if any, will be equally shared by the Managerial/Confidential Personnel and the Board.

**ARTICLE VII - NOTIFICATION OF EMPLOYMENT**

All Managerial/Confidential employees are to be notified no later than June 30th of the school year of any changes in their employment.

**ARTICLE VIII - VACATION**

Twelve (12) month employees:

- |                               |                                |
|-------------------------------|--------------------------------|
| Independence Day or legal day | Christmas Eve Day              |
| Labor Day                     | Christmas Day or legal holiday |
| Columbus Day                  | New Years Eve Day              |
| Veterans Day or legal day     | New Years Day or legal holiday |
| Thanksgiving Day and Friday   | Martin Luther King Day         |
| Good Friday                   | Two Days of Midwinter Break    |
| Memorial Day                  | Two Days of Spring Break       |

Ten (10) month employees shall follow the official school calendar but may be released on those days that students are not in attendance at the Superintendent's discretion if he/she judges it as appropriate.

In addition, vacation benefits for full time twelve (12) month employees shall be as follows:

1. Within first year of service - five (5) days per year (greater than two (2) months, less than one (1) year)
2. One to five years service - 10 days per year
3. Six to ten years service - 15 days per year
4. Eleven years and over - 20 days per year.

Such vacations will be arranged by mutual consent with the Superintendent so that the interruption of the business of the school will be minimized. After three (3) years, if mutually agreeable, up to five (5) days vacation may be rolled over to the succeeding year. Up to five (5) additional unused vacation days may be rolled over into sick days each year.

## **ARTICLE IX – HEALTH INSURANCE**

A unit member who elects to receive health care coverage through a district-sponsored health insurance plan will contribute toward the premiums as follows:

2004-2005	8%
2005-2006	10%

Unit members who are eligible for health insurance coverage but elect not to participate, will receive an annual stipend of one thousand seven hundred and fifty dollars (\$1,750). This amount will be pro-rated as necessary. A waiver of coverage shall be filed in the personnel file.

## **ARTICLE X - RETIREMENT INSURANCE**

Members of this unit retiring after June, 2004, will pay 10% of the premium for school-provided health insurance.

## **ARTICLE XI - SCHOOL CLOSING**

All twelve (12) month employees should report to work when schools are closed due to inclement weather if at all possible when it is necessary for their duties to be performed that day. If roads are deemed to be closed by authorities, employees are not expected to travel.

## **ARTICLE XII - LONGEVITY**

All Managerial/Confidential employees will receive, in addition to their contracted salary, a one time stipend on the anniversary date only in the following manner:

A.	Five (5) years consecutive service	\$ 350
B.	Ten (10) years consecutive service	\$ 650
C.	Fifteen (15) years consecutive service	\$ 950
D.	Twenty (20) years consecutive service	\$1250
E.	Twenty-five (25) years consecutive service	\$1650

Longevity increments will be included in the first paycheck following the employee's anniversary. These stipends will not be included in the yearly contracted salaries when increases are calculated.

## ARTICLE XIII - WAGES AND OTHER BENEFITS

- A. Salary Schedule (See Attached)
- B. Additional Compensations
  - 1. Upon completion of any professional certification by a managerial/confidential employee, consideration will be given by the Superintendent for the addition of a \$100.00 stipend to be added to the employee's base salary.
  - 2. In addition to Retirement Insurance Benefits, Managerial/Confidential Employees shall be entitled to receive \$10. per unused sick day up to a maximum of 200 days, upon retirement. In lieu of receiving a cash payment, employees may elect to apply the credit for accumulated sick days toward the employee's portion of health insurance premiums in retirement. When electing this option, accumulated sick leave days will be credited at the rate of forty dollars (\$40) per day.
  - 3. All managerial confidential employees will be accorded an hour break to include a half hour duty free lunch. The time delineations will be accorded with Superintendent's discretion.

All Managerial/Confidential Employees work at the discretion of the Board of Education and the Superintendent of Schools.

- 5. Any ten (10) month Managerial/Confidential employee who has obtained perfect attendance for five consecutive months, except for bereavement leave, jury duty and/or approved educational leave, conferences, shall be granted a stipend of one hundred dollars (\$100). Twelve (12) month employees to receive one hundred twenty dollars (\$120) for six months consecutive perfect attendance. The above exceptions to apply to 12 month employees with the addition of vacation days.
- 6. An early retirement incentive to apply to managerial confidential employees who do not take advantage of a State incentive.

4-6 years of service	\$1,000
7-10 years of service	2,000
11-14 years of service	3,000
15-19 years of service	4,000
20 or more years of service	5,000

## ARTICLE XIV - EVALUATION

Ten (10) month employees may have a minimum of two (2) performance reviews on a yearly basis by the Superintendent or the Principal.

Twelve (12) month employees may have a minimum of three (3) performance reviews on a yearly basis to be completed by the Superintendent or the Principal.

BRADFORD CENTRAL  
SCHOOL DISTRICT

Date

2/13/2004

*[Signature]*  
Superintendent

MANAGERIAL/CONFIDENTIAL  
EMPLOYEES

Date

2/13/2004

*[Signature]*  
Superintendent's Secretary

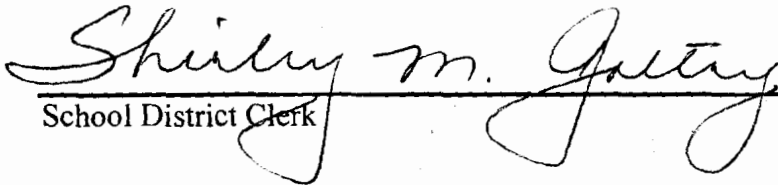
*[Signature]*  
Personnel Clerk/District Treasurer

*[Signature]*  
Cashier/Food Service Worker  
Supervisor/Transportation Clerk

*[Signature]*  
Building Maintenance Mechanic

## CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Bradford Central School District at a public meeting duly held on February 24, 2004, and was made a part of the minutes of that meeting.

  
School District Clerk