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

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AID
8606

A G R E E M E N T

between the

**BRIARCLIFF MANOR UNION FREE SCHOOL
DISTRICT**

and

**BRIARCLIFF SCHOOL RELATED
PROFESSIONALS/BTA**

July 1, 2003 to June 30, 2006

RECEIVED

DEC 13 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

84

This agreement is entered into by and between the BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" and/or the "District") and the BRIARCLIFF SCHOOL RELATED PROFESSIONALS/BTA, hereinafter referred to as the "Union") will be in effect as of July 1, 2003, through June 30, 2006.

ARTICLE I RECOGNITION

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

ARTICLE II DUES DEDUCTION

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

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

ARTICLE III WORK YEAR

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

B. Holidays. The District shall compensate employees for holidays when school is not in session, such holidays to be selected by the School District, in each year according to the

following schedule: Eight (8) holidays in the 2003/2004 school year; nine (9) holidays in the 2004/2005 school year; and ten (10) holidays in the 2005/2006 school year.

**ARTICLE IV
WORK DAY**

A. Work Day. The work day for employees shall be determined in each school by the school principal and shall include a minimum thirty (30) minute paid duty free lunch period.

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

**ARTICLE V
DUE PROCESS**

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

**ARTICLE VI
POSTINGS**

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

**ARTICLE VII
LEAVES OF ABSENCE**

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

- 1st year of employment - 3 days/cumulative to 165 days
 - 2nd year of employment - 5 days/cumulative to 165 days
 - 3rd year of employment - 10 days/cumulative to 165 days
- and thereafter.

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

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

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

D. Unpaid Child Care Leave. Upon written application to and approval by the Superintendent of Schools, an employee may take an unpaid child care leave to commence at either the beginning of the first semester or the second semester of school. An employee may be absent for up to two (2) years without pay. Such leave shall include any right to leave under the Family Medical Leave Act and the employees shall be entitled to continue health insurance coverage by contributing the total cost of such coverage to the District for the period of the unpaid leave.

E. Bereavement Leave. In case of death in the immediate family, absences will be approved without loss of pay for bereavement, not to exceed five (5) days. Immediate family includes the employee's spouse, children, parents, parents-in-law, sisters, brothers, grandparents, grandparents-in-law, or any person for whose financial or physical care the employee is responsible. In the event of a death of any other relative or relative-in-law, the employee shall be granted two (2) days absence, without loss of pay.

ARTICLE VIII GRIEVANCE PROCEDURE

A. General Principles. A grievance is a complaint over a claimed misinterpretation, misapplication or violation of this agreement. It shall not apply to the exercise of a judgment, which is conferred by law or by this agreement upon the District, any of its administrative officers, or the Board of Education. This procedure shall be the sole remedy for any claimed

misinterpretation or misapplication or violation of any of the terms of this agreement. The time limitations set forth below shall be strictly construed and any failure to commence a grievance within the specified time period or to appeal to the next stage of the procedure shall be deemed a waiver of the grievance and the grievance shall abate. A grievance may be filed by the Union on behalf of a member of the unit. A grievance shall be in writing and shall be signed by a Union representative or by the party for which the Union is filing the grievance. It shall include the name and position of the aggrieved party, the identity of the provision(s) of this agreement upon which the grievance is based. It shall also include a statement of the underlying facts including dates, events or conditions that constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Procedure.

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

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

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

shall have twenty (20) working days after the hearing to decide the grievance. The decision shall be in writing.

Step 4. If the decision of the Board of Education or its committee does not resolve the grievance, the Union may appeal by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) working days of receipt of the decision at Step 3. The selection of the neutral arbitrator shall be pursuant to the rules of the American Arbitration Association and the decision of the neutral arbitrator shall be final and binding. The cost and expenses of the neutral arbitrator shall be borne equally by the parties. Any other costs incurred by the parties shall be borne by the party incurring the costs. The arbitrator shall be without power or authority to make a decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement or is left to the discretion of the District or any of its administrative officers or the Board of Education.

ARTICLE IX INSURANCES

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

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

Starting July 1, 2004, the employee shall make a contribution to the annual cost as follows:

First year of employment	60% Employee	40% District
Second year of employment	50% Employee	50% District
Third year of employment	50% Employee	50% District
Fourth year of employment	25% Employee	75% District
Fifth year of employment	20% Employee	80% District
Sixth year of employment	10% Employee	90% District

and thereafter.

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

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

C. Life Insurance. Upon completion of two (2) years of service the District will provide each full time aide with group life insurance in the face amount of Fifty Thousand Dollars (\$50,000).

ARTICLE X SALARIES

A. Schedules. The hourly rates for the 2003/2004, 2004/2005 and 2005/2006 school years shall be set forth on Salary Schedule 1 for teacher aides. The salaries for health aides shall be set forth on Salary Schedule 2. This salary schedule (Salary Schedule 2) shall be discontinued upon cessation of employment of all employees currently employed as health aides. Thereafter, the teacher aide salary schedule shall apply to all positions in the SRP bargaining unit. In the interim, the salary schedule for health aides shall be increased by 4% effective July 1, 2003, 4% on July 1, 2004 and 2.8% on July 1, 2005. The District shall have the right at any time to hire teacher aides at any step on the salary schedule deemed appropriate by the District.

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

At the beginning of the 10th year of service \$800

At the beginning of the 15th year of service \$1,200

At the beginning of the 20th year of service \$1,600

C. Retroactivity. The District shall pay wages retroactive to July 1, 2003, for all employees in the employ of the District as of the date of the ratification of the agreement.

D. Retirement Plan. All employees of the bargaining unit will be covered by Section 75-I of the New York State Retirement System Pension Plan, unless specifically waived in writing. The District shall take the necessary steps so that unused sick leave, up to 165 days, may be applied as provided in subdivision j of Section 41 of the Retirement and Social Security Law.

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

- a) The employee has twelve years or more of service in full-time assignment (30 hours per week or more)
- b) The employee is eligible for retirement under the New York State Employees' Retirement System
- c) The employee gives written notice to District, one year in advance. This may be waived at District's option.

Upon completion of the conditions the District shall pay to the employee upon employee's resignation date, one and a half (1 1/2%) percent of average yearly contract salary over the last five years, times the number of years of service, with a minimum benefit of \$2,000. Any employee who retires under the provisions set forth above shall be entitled to individual health insurance during retirement on the same basis and at the same rate of contribution as set forth in Article IX (A. Health Insurance) and may institute such coverage, if it is not in effect upon retirement, at any time thereafter by submitting a certificate in conformity with the requirements of Article IX(A).

F. Class Coverage. Effective January 5, 2004, an employee assigned to work as a substitute teacher or to cover a teacher's class for a period of time equal to 45 minutes or major fraction thereof, the employee shall receive Ten Dollars (\$10) per period (45 minutes or major fraction thereof) in addition to the employee's regular wage.

ARTICLE XI CREDIT FOR PRIOR SERVICE

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

ARTICLE XII EVALUATIONS

Performance evaluation of unit members is a responsibility of the administration and will be a continuous process throughout the year. The administration may ask the teacher(s) with whom the unit member is assigned to make formative observations of the unit member's job performance. A mutually agreed upon evaluation instrument for members of the unit will be utilized to observe and evaluate each member. There will be at a minimum a mid-year formative evaluation conference for all bargaining unit members with five (5) years or fewer years of service and an end-of-the year summative evaluation conference with all unit members. The supervising administrator shall complete and sign the evaluation form. A copy of the evaluation shall be given to the unit member and a copy shall be placed in the personnel file.

a) The evaluation process and schedule shall be as follows:

September-October (or within twenty workdays of the unit member's hiring date): A conference shall be held among the unit member, the teacher(s) to whom the unit member is assigned and/or the supervising administrator. Using the evaluation instrument, the teacher(s) to whom the unit member is assigned and/or the supervising administrator will delineate the unit member's job responsibilities and expectations. Using the language from the collective bargaining agreement, the teacher(s) to whom the unit member is assigned and/or the supervising administrator shall explain the evaluation process to the unit member.

January-February: Using the evaluation instrument and formative observations from the teacher(s) to whom the unit member is assigned, the supervising administrator shall conduct a formative evaluation. The formative evaluation for all bargaining unit members with five (5) years or fewer years of service shall include a clear statement of any deficiencies in job performance along with suggestions for improvement or a formal plan of action, if the supervising administrator believes that such a formal plan is warranted. A copy of the formative evaluation shall be placed in the personnel file until the end of the school year at which time it will be replaced by the summative evaluation.

May-June: Using the evaluation instrument and formative observations from the teacher(s) to whom the unit member is assigned, the supervising administrator shall conduct a summative evaluation for all bargaining unit members. A copy of the summative evaluation shall be placed in the personnel file.

b) The evaluation process and subjective rating by the supervising administrator is subject to review by the superintendent of schools, but shall not be subject to the grievance procedure.

c) The full evaluation procedure and instrument as developed shall be attached to and be part of the collective bargaining agreement.

d) The unit member shall have the right to attach a written statement to the summative evaluation to become a part of the evaluation record in the personnel file.

ARTICLE XIII PROFESSIONAL DEVELOPMENT

The District and the Union agree to meet and confer about appropriate professional development periodically, as mutually agreed.

ARTICLE XIV PERSONNEL FILE

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

ARTICLE XV NOTICE OF INTENT TO REHIRE

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

ARTICLE XVI

**ARTICLE XVI
SAVINGS CLAUSE**

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

**ARTICLE XVII
ZIPPER CLAUSE**

The parties agree that all negotiable items and mandatory subjects of bargaining have been discussed and for the duration of this agreement no negotiations over negotiable or mandatory subjects of bargaining shall take place except by the agreement of the parties.

**ARTICLE XVIII
MANAGEMENT RIGHTS**

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

**ARTICLE XIX
LEGISLATIVE ACTION**

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

**ARTICLE XX
DURATION**

This agreement shall be effective July 1, 2003, and continue in effect until June 30, 2006.

DATED: January 5, 2004

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

By: Frances Wills
Dr. Frances G. Wills, Superintendent of Schools

BRIARCLIFF SCHOOL RELATED PROFESSIONALS/BTA

By: Mildred Ackerly
Mildred Ackerly, BTA/SRP

Virginia Fitzgerald
Virginia Fitzgerald, BTA/SRP

Lynn Nelson
Lynn Nelson, BTA/SRP

Harry Wilson
Harry Wilson, NYSUT

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

SCHOOL RELATED PROFESSIONALS

TEACHER AIDES (SALARY SCHEDULE 1)

STEP	2003/2004	2004/2005	2005/2006
1	\$ 10.30	\$ 10.71	\$ 11.01
2	\$ 10.90	\$ 11.34	\$ 11.64
3	\$ 11.47	\$ 11.93	\$ 12.23
4	\$ 12.06	\$ 12.55	\$ 12.90
5	\$ 12.64	\$ 13.14	\$ 13.49
6	\$ 13.23	\$ 13.76	\$ 14.11
7	\$ 13.82	\$ 14.37	\$ 14.77
8	\$ 14.39	\$ 14.97	\$ 15.37
9	\$ 14.99	\$ 15.59	\$ 15.99
10	\$ 15.57	\$ 16.19	\$ 16.59

HEALTH AIDES (SALARY SCHEDULE 2)

STEP	2003/2004	2004/2005	2005/2006
1	\$ 19,708	\$ 20,496	\$ 21,070
2	\$ 20,392	\$ 21,208	\$ 21,802
3	\$ 20,776	\$ 21,607	\$ 22,212
4	\$ 21,556	\$ 22,418	\$ 23,046
5	\$ 22,323	\$ 23,215	\$ 23,865
6	\$ 23,089	\$ 24,013	\$ 24,685
7	\$ 23,856	\$ 24,810	\$ 25,504
8	\$ 24,636	\$ 25,621	\$ 26,338
9	\$ 25,402	\$ 26,418	\$ 27,158
10	\$ 26,168	\$ 27,215	\$ 27,977

January 5, 2004