AGREEMENT BETWEEN

BALDWINSVILLE CENTRAL SCHOOL DISTRICT

AND

BALDWINSVILLE EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

7/1 - 6/30
2009 - 2012

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July 1, 2009-June 30, 2012

AGREEMENT BETWEEN

BALDWINSVILLE CENTRAL SCHOOL DISTRICT
OF BALDWINSVILLE, NEW YORK
AND
BALDWINSVILLE EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

ARTICLE ONE

1.1
A. The District agrees that the Association is the exclusive bargaining agent for the employees covered by this agreement. Employees covered shall include all account clerks, accountant 1, athletic program coordinators, audio-visual specialists, audio-visual specialist/aides, clerks, employment specialists, health aides, nurses, occupational therapist assistants, office machine operators, personnel aides, physical therapist assistants, secretaries, stock attendants, stock attendant aides, teacher aides, teaching assistants, typists, data center help desk operators, interpreters, local area network technicians, network administrators, and any other employee who performs similar or related duties except confidential secretaries, non-instructional supervisors, buyer 1, accountant 2, school purchasing officer, school information officer, students, per diem substitutes and casual employees. Having agreed to comply with the requirement of Section 207 of the public employees' Fair Employment Law, the Association affirms that it does not assert to the right to strike or to impose an obligation to conduct, assist or participate in such strike.

B. The District agrees that the Association has the right to negotiate terms and conditions of employment of employees.

C. There will be no reprisals taken against any employee by reason of membership in the Association or participation in any of its activities.

D. Title changes made during the term of this contract may be added by memorandum of understanding.

1.2 Management Rights

A. The Association hereby recognizes that the District is a state agency and as such has sole jurisdiction over the operation of the school and the management of the buildings and school program, including, but not limited to, number of employees.

B. The District shall have the right to make reasonable rules and regulations governing the conduct and performance of work of employees. The District also has the right to direct employees, including the right to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine their qualifications, provided none of these functions of the District shall be exercised so as abrogate or nullify any specific provisions of this contract or the laws of the State of New York, or of the Federal Government.
ARTICLE ONE (cont’d.)

1.3 **Term**

This Agreement shall become effective July 1, 2009, and continue in full force through June 30, 2012, except where modified herein. If a successor Agreement is not reached prior to July 1, 2012, the terms and conditions of this Agreement shall continue.

1.4 **Saving Clause**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1.5 **Taylor Law Clause (204-a, Public Employees Fair Employment Act)**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

1.6 **Terminology**

All terms and words, used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any Article, Section or Clause herein may require, the same as if such words had been fully and properly written in the required number and gender.

1.7 ** Entire Agreement**

This Agreement shall constitute the entire agreement between the parties on the subject matter set forth herein, replaces any and all previous agreements, written or oral, understandings, past practices, rules, regulations or policies of the District which shall be contrary to or inconsistent with its terms, and may be modified or amended only by written agreement of the parties.

1.8 **Non-Discrimination**

The District and the Union agree pursuant to New York State Human Rights Law, not to discriminate against any employee because of race, sex, creed, color, national origin, age, disability or marital status in the application of this agreement.

1.9 **Changes in District Policy**

Prior to the adoption of a change in policy which directly affects a working condition which is a mandatory subject of Collective Bargaining Negotiations under the Taylor Law and which is not covered by this Agreement, the District shall notify the Association President, in writing of the proposed change. The Association President, within ten (10) school days of such notice, may request in writing that the policy change be negotiated.
ARTICLE ONE (cont’d.)

1.10 Definitions

A. "Immediate Supervisor" means the administrator of the building/work location in which the employee is located unless the administrator designates, in writing, another supervisory person.

B. "Superintendent" means the chief administrative officer of the District designated by the Board of Education.

C. "Fiscal Year" is the period from July 1 through June 30.

D. "School Year" is the period from September 1 through June 30.

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

F. A Twelve (12) Month Employee appointed by the Board of Education shall work all contract days from July 1 through June 30 of each fiscal year.

G. An Eleven (11) Month Employee appointed by the Board of Education shall work the number of contract days falling within the July 1 - June 30 period in each fiscal year with the employee's July/August work schedule to be determined by the immediate supervisor, not to exceed 20 days in the summer.

H. "Instructional Calendar Employees" are those employees who are appointed by the Board of Education to work during a school year as designated on an instructional calendar.

I. Short Hour Clerical Days. The working day will be shortened to seven (7) hours for all contract days in the months of July and August and the annual school holiday, winter and Easter or spring recess periods.

ARTICLE TWO
GRIEVANCE PROCEDURE

2.1 Purpose

It is the intent of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be a precedent in a later grievance procedure.

2.2 Definitions

A. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application. (A grievance which is not submitted within fifteen (15) school days after the grievant knew or should have known of the events or conditions on which it is based, shall be deemed waived by the grievant and may not thereafter be the subject of this grievance procedure.

B. A "grievant" is the employee or group of employees who submit a grievance.
ARTICLE TWO (cont’d.)

2.3 Procedure

A. Step One - Informal Discussion

Before submission of a written grievance, the grievant may attempt to resolve his grievance informally with the immediate supervisor in the building to which the grievant is primarily assigned within five (5) school days of the date of occurrence of the event over which the grievance arises. In the event the grievance is not connected with any particular building, it may be discussed with the superintendent or her/his designee within said five (5) school day period.

B. Step Two - Formal Submission

1. If no informal settlement is attempted, or if it is attempted and fails, a grievance shall be submitted by the grievant in writing within fifteen (15) school days of the date of occurrence of the event over which the grievance arises. A written grievance shall be submitted to the immediate supervisor in the building in which the grievance arises or to which it relates; or, in the event the grievance is not connected with any particular building, it shall be submitted to the superintendent at Step Three hereof, within said fifteen (15) school day time period.

2. The grievance shall set forth:

(a) The name of the grievant;
(b) The provision(s) of the Agreement deemed breached;
(c) The time when, and the place where, the alleged events or conditions constituting the grievance took place;
(d) If known, the identity of the person responsible for causing such event or condition;
(e) A general description of the grievance; and
(f) The redress sought by the grievant.

3. The District representative who receives the first (1st) submission of a written grievance shall respond in writing to each such grievance within seven (7) school days after its receipt. The written response, if it constitutes a denial of the grievance, shall state the reason therefore.

C. Step Three - Superintendent's Hearing

1. Where the grievant does not accept the Step Two answer, the grievant may, within seven (7) school days of receipt of such answer, make written request to the superintendent for a hearing on the matter. The written request shall contain the endorsement of an officer of the Association designated by it.

2. If an appeal is made to the superintendent pursuant to the provisions set forth above, such appeal must be made within fifteen (15) school days of the event giving rise to the grievance.
ARTICLE TWO (cont’d.)

C. Step Three - Superintendent's Hearing (cont’d.)

3. The hearing shall be held with reasonable promptness; however, if the hearing is not held within ten (10) school days of the request, the grievant, by written notice to the superintendent to that effect, may elect to proceed to arbitration.

4. At the hearing, the grievant, at his election, may be accompanied by an Association representative. The District shall be represented at such hearing by the superintendent or his designee and, at the District's option, by a representative appointed by the Board.

5. At the conclusion of the hearing, if the grievance is not settled by mutual agreement, the District may give its answer orally at that time; or in the alternative, may submit its written answer within seven (7) school days after completion of the hearing.

D. Step Four – Arbitration

1. If the grievance is not settled at Step Three of this procedure by the written answer of the District, the grievant (with Association endorsement) may take the matter to arbitration by written election to that effect given to the District within seven (7) school days after receipt of his answer whether given orally at the hearing or in writing thereafter.

2. The parties shall then, within ten (10) school days, agree on the appointment of an impartial arbitrator, and submit the grievance to her/him for a decision. If unable to agree within the allotted ten (10) school days, selection of the arbitrator shall be accomplished under rules of the American Arbitration Association.

3. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

4. The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

5. The arbitrator shall have no power to award monetary relief, or relief which has monetary consequences to the District for any period which is more than ninety (90) days before the date on which the grievance was initially submitted. This subsection 2.3,D.5, shall not apply where the relief requested pertains to an individual employee's salary, computations of extra pay, or other benefit that does not have unit-wide implications.

6. The decision of the arbitrator shall be final and binding upon the parties.

7. Fees and expenses of the arbitrator shall be shared equally by the District and the Association.
ARTICLE TWO (cont’d.)

2.4 Withdrawal

Nothing in this grievance procedure shall prevent a grievant on his own volition from withdrawing a grievance at any stage of the procedure.

2.5 Time Limits

A. The parties may, by written agreement, extend the time limits for any appeal and/or response.

B. If the grievance arises late in the school year, the parties shall attempt to agree upon mutually acceptable time limits that will permit the issue to be resolved prior to the completion of the school year.

ARTICLE THREE
PROVISIONS RELATING TO POSITIONS

3.1 Departments

Departments under this agreement shall consist of the following:

A Departments

1. Teaching Assistants
2. Clerical Personnel
3. School Nurses
4. Physical and Occupational Therapy Assistants
5. Aides
6. Other
   a. Employment Specialist
   b. Stock Attendant
   c. Stock Attendant Aide
   d. Office Machine Operator
   e. Data Center Help Desk Operator
   f. Network Administrator
   g. Local Area Network Technician
   h. Athletic Program Coordinator
   i. Accountant I

Sub departments a-i cannot exercise seniority rights over one another. Every effort will be made to continue employment if any of these (a – i) should be excessed.
ARTICLE THREE (cont’d.)

3.2 **Seniority**

A. Seniority within this article shall be for the purpose of layoff, recall, and promotion and shall consist of the following:

Employees

(a) **District Seniority** - for Bargaining Unit Members, who were employed by the District prior to 1 July 1983, District seniority commences on the date of appointment by the Board of Education. For employees employed or transferred from another bargaining unit after 30 June 1983, District seniority is the date of employment within this bargaining unit.

(b) **Departmental Seniority** - commences on the date the employee begins work in one of the departments listed in Section 3.1, above.

(c) **Title Seniority** - commences on the date an employee begins work within a department in a specific job title.

B. **Seniority Accrual and Termination**

1. Regular employee seniority will not terminate and will continue to accrue during periods when an employee is on an authorized leave of absence with pay.

2. Regular employee seniority will not accrue during authorized leaves of absence without pay.

3. Regular Employee seniority will terminate when an employee

   (a) resigns or is discharged (except wherein reinstated pursuant to arbitration or process of law); or

   (b) retires; or

   (c) fails to return at the end of an authorized leave of absence.

4. The District will post a seniority list on the main office bulletin board in each building of the School District (including the bus garage) and distribute a copy to the President of the Association and individual department representatives by the first (1st) payday in October annually.

3.3 **Layoff Bumping and Recall**

A. For layoff purposes (excepting competitive employees), the employee with the least title seniority shall be the first (1st) to be laid off until the total number of employees required to reduce the work force within that particular title shall be established.

B. Recalls shall be in the inverse order of layoffs. Competitive and Certificated employees shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law or Educational Law.
ARTICLE THREE (cont’d.)

3.4 Employment Notice Assignment

A. Each employee shall be notified, in writing, of the contemplated assignment for the coming school year by the first (1st) of June, if said assignment is known to the District on that date. Each employee receiving such notice shall have not more than two (2) weeks to sign and return the same to the District.

B. The assignment notice shall contain the following information, if available:
   2. Assignment for the coming year, including the school and general nature of the assignment.

3.5 Notice of Vacancies

A. As bargaining unit vacancies occur during the school year, the District shall publish by posting on main office bulletin boards in all of the schools and transportation buildings in the District for at least three (3) work days prior to filling the position and send a copy of the posting to the Association President.

B. Said notice shall briefly describe the position, and the qualifications for each position, including salary when known. The notice shall also be dated by its posting date, application procedure and filing deadline.

C. A bargaining unit member who desires to apply for any such position shall submit an application in writing to the superintendent or his designee within the time limit specified in the announcement.

D. In filling vacancies and newly created positions, first (1st) consideration shall be given to applicants who are at that time in the employ of the District, provided that an employee to be considered for such a vacancy or newly created position must at the time of the opening be qualified to fill it. Each position shall be filled where applicable in full accordance with the State Civil Service Law and the rules and regulations of the Onondaga County Department of Personnel. The District may appoint from outside of the unit based on qualifications of the applicant.

E. Seniority shall become a determining factor when all other factors are equal.

3.6 Transfers

A. Voluntary

An employee desiring a change in assignment for which a vacancy has been posted shall file a written statement of such desire to the superintendent or his designee.

B. Involuntary

1. The superintendent or his designee will notify an employee at such time as the employee is considered for a transfer or reassignment. Such notice may be by telephone or other direct means. That failing, a certified letter will be sent to the address provided by the employee.
ARTICLE THREE (cont’d.)

3.6 Transfers (cont’d.)

2. Notice as indicated above will be given to the employee at least two (2) calendar weeks in advance of scheduled implementation. The time of notice may be shortened to cover an unusual or emergency situation.

3. The employee may request a meeting within two (2) weeks of receipt of such notice to discuss such transfer. The meeting will be attended by the immediate supervisor(s), the superintendent or his designee, the employee, and a representative of the Association, if designated by the employee, at which time the reasons for the proposed change will be given. If the employee objects, the objection shall be stated, and a good faith attempt shall be made by the superintendent or his designee to deal with the objection in a satisfactory manner; the District however, reserves the right to transfer employees for the welfare and balance of the educational program in the District.

3.7 Protection of Teaching Assistants

No teaching assistant who was in active employment as a teaching assistant on or before July 1, 1980, shall be disciplined, reprimanded or suspended without cause.

3.8 Certification

Employees shall have and maintain all certification or licenses appropriate to their position(s).

3.9 Job Descriptions

A copy of any proposed job description shall be forwarded to the Association President at least thirty (30) calendar days prior to implementation. The District shall meet with the Association upon request prior to implementation in order for the Association to provide input and reaction. The District reserves the right to make the final determination as to appropriateness of any given description.

ARTICLE FOUR
WORKDAY / WORK WEEK

4.1 Day

A. "Workday" for teaching assistants, nurses and aides will be 7.25 continuous hours, including lunch which shall commence:

- Senior High School between 7:35 a.m. and 7:55 a.m.
- Junior High School between 7:30 a.m. and 7:50 a.m.
- Middle School between 7:20 a.m. and 7:40 a.m.
- Elementary Schools at 8:30 a.m.

Employees will be notified of the starting times for the following school year prior to the return to school in the fall. Modifications to these times, as a result of educational needs, may be made that are mutually agreed upon by the Association and the District.
ARTICLE FOUR (cont’d.)

B. "Workday" for full-time clerical personnel shall be 8.0 hours inclusive of lunch. The school day will commence within the following ranges:

Senior High School 7:00 a.m. and 8:00 a.m.
Junior High School 7:00 a.m. and 8:00 a.m.
Middle School 7:00 a.m. and 8:00 a.m.
Elementary Schools 8:00 a.m. and 8:30 a.m.

C. Workday for local area network technicians and network administrators shall be eight (8) continuous hours inclusive of lunch.

D. All work in excess of the number of hours in the employee's normal workweek must be recommended in writing by said employee's immediate supervisor and approved by the superintendent or his designee.

E. During the administration of final exams and Regents, unit members may be scheduled beyond the scheduled workday to assist students in completing required exams. Extended day work must be mutually agreed upon by the unit member and the building administrator and will be compensated in time during the remaining days of the exam period.

4.2 Week

The work week for all employees will commence on Monday at 12:01 am. and end at midnight on the following Sunday.

4.3 Lunch and Breaks

A. Each and every employee who works five (5) continuous hours per day shall have at least a thirty (30) minute continuous, duty-free lunch period each and every day.

1. All full time clerical employees shall be provided the equivalent of one (1) fifteen (15) minute break daily. All part time employees shall be provided the equivalent of one (1) ten (10) minute break daily.

B. Within the time noted as "workday," nurses and aides are guaranteed forty-five (45) minutes of duty free time inclusive of lunch.

4.4 Preparation Time

Teaching assistants shall also be guaranteed a minimum of one hundred fifty (150) minutes to a maximum of one hundred seventy five (175) minutes of preparation time in every five (5) day work week for performing duties such as planning, correcting papers and other duties related to pupil welfare and the requirements of the individual teaching assistant's position. This time shall be scheduled during the student day and shall be at least thirty (30) continuous minutes of uninterrupted time per day.
ARTICLE FOUR (cont’d.)

4.5 Holidays

A. All full-time and part-time clerical employees (exclusive of instructional calendar
employees) who are appointed on a ten (10), eleven (11) or twelve (12) month basis,
shall be entitled to all paid holidays identified on a calendar of thirteen (13) holidays
recommended by the Liaison committee and adopted by the Board for each fiscal year,
which may or may not be legal holidays and which fall on an employee's contract days.
The Liaison Committee, consisting of leaders of each of the District’s bargaining units,
shall work and report to the District on a suggested calendar for each applicable school
year during that term of this Agreement. When adopted by the Board, the calendar for
each applicable school year shall become a part of this Agreement for reference. An
employee shall be paid at said employee's daily rate per the applicable scale for any
such designated holidays. The daily per diem shall be determined by dividing the annual
salary by the number of workdays and holidays in the appropriate contract year.

B. In order to qualify for holiday payment, an employee must have been in the employ of
the School District for at least twenty (20) contract days prior to the holiday and work
or be paid on fringe benefit day status the day before or the day after to be eligible for
the holiday pay.

C. Instructional calendar clerical, teacher aide, health aide, and nurse employees shall
receive seven (7) paid days, in lieu of holidays, in addition to their one hundred eighty
three (183) contract days. These employees are required to attend one (1) of two (2)
Superintendent’s Conference Days. The daily per diem determined by dividing the
annual salary by one hundred ninety (190) days.

D. Teaching Assistants do not have designated holidays but shall only work on all days
scheduled as teacher attendance days. The daily per diem is determined by dividing a
teaching assistant's salary by two hundred (200).
ARTICLE FOUR (cont’d.)

4.6 Clerical Vacation

A. Vacations will be earned dependent on the number of full years of service completed on or prior to each June 30. An employee starting work between July 1 and September 30 will be considered as having completed a full year of employment the following June 30.

B. All eleven (11) and twelve (12) month full-time employees shall be entitled to vacation upon the completion of the following years of service:

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<td>1-5 yrs.</td>
<td>9 days</td>
<td>10 days</td>
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<tr>
<td>6-13 yrs.</td>
<td>14 days</td>
<td>15 days</td>
</tr>
<tr>
<td>14+ yrs.</td>
<td>18 days</td>
<td>20 days</td>
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For those eleven (11) and twelve (12) month full-time employees who, in the first (1st) year of employment, work for a period less than a full year, they shall accrue vacation time at the rate of one (1) day per full working month of their employment from September 1 through June 30 up to the maximum noted in the above table.

C. Any unit employee as of January 1, 1993, who is entitled to more vacation days than noted in paragraph (b) shall be grandfathered.

D. Vacations shall be taken at times that are mutually agreed to by an employee and said employee’s immediate supervisor, subject to said employee’s work responsibility, during the fiscal year immediately following the year in which they are accrued. Unit members may carry over vacation days earned during the period of July 1 and June 30 of a calendar year to August 31 of the same calendar year. Up to ten (10) days will be allowed to “roll over” and be used by the August 31st deadline. Notification of intent must be submitted to the Assistant Superintendent for Human Resources by June 30.

4.7 Staff Meetings

Unit members are required to attend one scheduled monthly staff meeting in their respective buildings. In addition, school nurses shall be required to attend one monthly district wide staff (nursing) meeting as scheduled.

4.8 Open House/Curriculum Night

Unit members are required to attend the school’s regularly scheduled Open House/Curriculum Night. In schools where multiple curriculum nights are planned, the unit member and the principal will mutually determine which night the unit member will attend.
ARTICLE FIVE
EVALUATION, CONFERENCES, AND RECORDS

5.1 Evaluation

A. Supervision will be conducted openly and with full knowledge of the individual. Evaluations are the responsibility of the superintendent or the employee's immediate supervisor.

B. A pre-observation conference shall be held within five (5) working days, but not less than two (2) working days, prior to the evaluation. The evaluation form and criteria for evaluation shall be reviewed with the employee at this meeting.

C. All evaluation reports will be reviewed in a conference between the employee and the person making the report within five (5) working days. Any such report will be signed by the employee to indicate that it has been seen and discussed, and a copy will be made available to the employee at the time it is signed. The employee's signature does not indicate approval or disapproval of the content.

D. The employee shall have the right to prepare comments in regard to an evaluation report within five (5) working days of its receipt, and these comments shall be attached to all copies of the report.

E. Number of Required Observations

1. Each probationary/temporary teaching assistant shall be evaluated not less than two (2) times per school year by the immediate supervisor.

2. Classified employees in their first (1st) full year of service shall be evaluated not less than two (2) times.

3. Observations shall be conducted at intervals which are reasonable, under the circumstances, to provide an opportunity to correct any noted deficiencies.

F. Employees on permanent appointment shall be evaluated by their immediate supervisor at least once each year or twelve (12) month period.

G. Deficiencies and strengths, which have been observed by the evaluator, will be noted in the evaluation report. The evaluator will suggest strategies to be taken to overcome any deficiencies, but it is agreed that the primary responsibility for correction of deficiencies remains with the employee. The degree of success or failure in correcting such deficiencies shall be a part of future evaluation reports. The determination of strategies noted in this section shall be made at the post evaluation meeting.

H. Evaluation instruments shall be reviewed periodically by the Association and administration.
ARTICLE FIVE (cont’d.)

5.2 Conferences with Administrators

A. An employee shall have the right to have an Association Representative present at any conferences called by an administrator or the employee's immediate supervisor for disciplinary purposes or where a question regarding the employee's present or future employment status is to be raised. Pre-observation and post-observation meetings under the evaluation clause are excluded.

B. Should an administrator or the immediate supervisor hold a conference with an employee which results in a written warning or criticism regarding her/his present or future employment, the employee may request that another meeting be held to review the areas of concern. The review meeting request must be made within five (5) working days after the initial conference or written warning and must be scheduled within five (5) working days of the written request. An Association Representative may be present at this meeting.

C. The object of this section is not to preclude an administrator or the immediate supervisor from meeting with an employee on any matter but simply to provide an employee with the opportunity to have an Association Representative present at a meeting called for the reasons listed in (a) above.

5.3 Records

A. An employee shall have the right upon request, in writing, at any reasonable time to review the contents of his/her personnel file and to make copies of any documents in it at the prevailing rate. An employee shall be entitled to have a Representative of the Association accompany him/her during such a review. Employees will be asked to sign a release allowing said representative to view confidential documents.

B. When any material derogatory to an employee's conduct, service, character or personality is placed in her/his Personnel file, a copy of same shall be furnished to the employee. The employee shall also have the right to submit a written answer to such material, which will be attached to the file copy.

C. Further, any material placed in an employee's Personnel file that is demonstrated to be inaccurate or incorrect will either be removed from the file or corrected.

D. There shall be a maximum of twenty (20) day time period for the provisions in Section 5.3.
ARTICLE SIX
LEAVES

6.1 Sick Leave

A. Each employee shall be entitled sick leave in accordance with the following schedule. Unused sick leave shall be allowed to accumulate without limit.

1. Twelve (12) month employees will be entitled to fourteen (14) days of sick leave.
2. Eleven (11) month employees will be entitled to thirteen (13) days of sick leave.
3. Instructional Calendar Employees will be allowed twelve (12) days of sick leave.

B. Full-time or part-time employee will be deemed to have exhausted one (1) day of sick leave for each working day said employee is absent by reason of personal illness or physical disability.

C. A physician's certificate for personal illness or physical disability may be requested by the District.

D. Each employee absent due to a work related accident or occupational disease will have such absences charged to said employee's accumulated sick leave until such time that said employee's case is reviewed by the Workers' Compensation Board. In the event that the Workers' Compensation Board finds an employee's injury to be work related and payments are directed to be made directly to the District, said injured employee's sick leave used as a result of the injury will be restored in direct proportion to the amount of compensation received by the District. Employees who do not have adequate sick leave will receive compensation benefits as required by the New York State Workers' Compensation Law.

E. Quarantine - There will be no loss of pay for employees who are quarantined by the New York State Department of Health. The time loss for quarantine will not be deducted from sick leave.

NOTE: When an employee, during the first (1st) fiscal year of employment, works less than ten (10) months he/she will receive a prorating of sick leave, personal leave and family illness leave to the nearest half (1/2) day in accordance with the number of full working months from her/his beginning date of employment to June 30.

6.2 Sick Leave Bank

A. A Sick Leave Bank is hereby established as of 7/1/93. A minimum initial enrollment of 50 individuals must occur for the Bank to be opened. The Bank does not become effective until the minimum enrollment is reached.

B. The purpose of this Bank is to provide for continuation of sick leave benefits for a staff member after all of her/his individual sick leave is exhausted. To become a member of the Sick Leave Bank, a staff member will contribute two (2) of his/her individual sick days to the Bank. If the total number of sick days in the bank drops below 100 days, the District will deduct one (1) additional day from each member in September of the following school year to be contributed to the Bank.
ARTICLE SIX (cont’d.)

C. To establish membership, enrollment will be 9/1-9/30 of each year. Once enrolled, one continues to be a member until he/she notifies the Office of Human Resources in writing of withdrawal. Newly hired staff will have thirty (30) days from the date of hiring to join the Sick Leave Bank. Upon entry into the Sick Leave Bank, benefits will be immediately available.

D. A staff member may not withdraw days from the Bank until her/his individual sick leave is depleted.

E. The first thirty work days of illness of each school year must be covered by the individual’s sick leave or leave without pay.

F. A staff member will be entitled to receive a maximum of thirty (30) days per year from the bank. For the purpose of this bank, a year will be July 1 - June 30.

G. An individual’s lifetime maximum use of the sick bank is ninety (90) days.

H. Once all days in sick bank are used, no additional days will be available for use until more days are added. Additional days can be donated during the school year with mutual agreement between the Board and the Association.

6.3 Family Sick Leave

A. Each employee shall be entitled to two (2) days of family sick leave for illness in the immediate family per fiscal year on a non-cumulative basis.

B. Immediate family consists of those listed under section (A) of (6.4) Bereavement Leave.

C. In unusual circumstances, extensions to the above for a spouse, parent or child may be granted by the superintendent or his designee, but such extensions will be deducted from the employee’s accumulated sick leave.

D. In the event that an employee has used the allotted family illness leave and additional family illness leave is needed, said employee may convert accumulated sick leave from 6.1 A, to family illness leave by notifying the superintendent or his designee in writing within two (2) workdays of return to duty.

E. An employee intending to be absent on family sick leave shall give said employee’s immediate supervisor adequate advance notice, with reasons, where practicable.
ARTICLE SIX (cont’d.)

6.4 Bereavement Leave

A. Each employee shall be granted up to three (3) days of leave with full pay for each death of a member of the immediate family (listed below), or one who stands in locus parentis, or who is domiciled with the employee.

Immediate family consists of the following:

- Husband
- Stepparents
- Wife
- Stepchildren
- Domestic Partner
- Mother-in-law; Domestic Partner
- Daughter
- Father-in-law; Domestic Partner
- Son
- Son-in-law; Domestic Partner
- Father
- Daughter-in-law; Domestic Partner
- Mother
- Grandchildren; Domestic Partner
- Guardian
- Grandchildren of Spouse; Domestic Partner
- Brother
- Grandparents; Domestic Partner
- Sister
- Grandparents of Spouse; Domestic Partner

Each employee shall be allowed time, not to exceed one (1) full-time workday, to attend the funeral of all of the members of the family in each of the following categories:

- Aunt; Uncle
- Brother-in-law; Domestic Partner
- Aunt; Uncle of Spouse; Domestic Partner
- Sister-in-law; Domestic Partner
- Nephew
- Cousin
- Niece

B. In unusual circumstances, extensions to 6.4 A and 6.4 B may be granted by the superintendent or his designee, but such extensions will be deducted from the employee’s accumulated sick leave.

6.5 Personal Leave

A. Personal leave is intended to provide an employee with time to attend to personal matters which can only be attended to during normal working hours, such as residence closings, emergency maintenance problems, professional improvement, medical and dental appointments, impassable roads, etc., and is not intended to be used to create or extend holiday or vacation periods, or for recreational purposes, or for arriving late at the beginning of the school year or leaving early at the end of the school year.

1. Instructional calendar employees and eleven (11) month employees shall be entitled to three (3) days of personal leave per school year on a non-cumulative basis, prorated for part-time employees. Unused days shall be credited to the employee’s sick leave accumulation each June 30. An employee intending to be absent on personal leave shall normally file with the immediate supervisor a minimum of twenty-four (24) hours advance notice.
ARTICLE SIX (cont’d.)

6.5 Personal Leave (cont’d.)

2. Twelve (12) month employees shall be entitled to four (4) days of personal leave per school year on a non-cumulative basis, prorated for part-time employees. Unused days shall be credited to employee's sick leave accumulation each June 30. An employee intending to be absent on personal leave shall normally file with the immediate supervisor a minimum of twenty-four (24) hours advance written notice.

3. In the event of a weather emergency where roads are closed by authorities absence will not be charged to employees.

6.6 Additional Leave with Pay

The superintendent, or his designee, may grant additional leave without loss of pay under unusual circumstances, which, in his sole judgment, justify such an exception. An employee shall submit a written notice to the superintendent or his designee requesting such leave. A refusal by the superintendent or his designee to grant such a leave shall not be the subject of a grievance hereunder. In view of the special nature of leave, involving a judgment based on the individual circumstances surrounding each case, the grant or refusal of any such leave shall not constitute a precedent for any other such request thereafter.

6.7 Emergency Closings

A. The superintendent shall retain the right in his sole discretion to close any or all buildings early on any scheduled working day. In the event that a building is closed early, no employee shall be required to forfeit scheduled pay for said work.

B. Any employee who is on authorized leave with pay when schools are closed due to weather conditions or other emergencies shall receive full pay for such days and shall not have said days deducted from his applicable leave allowance.

C. On emergency snow closing days classified competitive Civil Service unit members may be called to work by their immediate supervisor. If the request to work is not made by 10:00 a.m. the employee will not be required to work on that particular day. If called to work, district access roads and parking lots will have been determined passable and building temperatures will be maintained at sixty-five degrees (65°F) Fahrenheit.

6.8 Leave of Absence Without Pay

Upon application from an employee, the District at its sole discretion may grant a leave of absence without pay for such period of time as it determines. The application for such leave must show the requested effective date of beginning and ending the leave. The application for such a leave, accompanied by reasons for the request, shall be made to the Board through the superintendent or his designee. Refusal to grant such a leave shall not be the subject of a grievance.
ARTICLE SIX (cont’d.)

6.9 Jury Duty and Court Ordered Subpoenas

Each employee required to serve on jury duty or subpoenaed to appear in court on a school day shall be granted leave with full pay for the period necessary in order to perform such duties. Such absences shall not be deducted from any other form of absence. The daily per diem paid by the court for jury duty shall be transferred to the District less receipted out-of-pocket expenses exclusive of meals.

6.10 Parental Leave

A. A leave of absence without pay may be granted, upon request, to an employee by the Board of Education for the purpose of childbearing or child rearing for a period not to exceed two (2) years.

B. An employee shall give reasonable notice to the District, in writing, that such leave is requested.

1. For adoption, thirty (30) days shall be considered reasonable notice of intent, the effective date to be determined by mutual agreement of the employee and the superintendent or his designee.

2. Four (4) months shall be considered reasonable notice in the event of pregnancy.

3. The effective date for an employee's leave under conditions of pregnancy shall be determined by mutual agreement of the employee and her physician subject to verification by a physician designated by the District.

C. In the event this leave should need to be altered, the date of return will be mutually agreed upon between the superintendent or his designee and the employee, but such alteration shall not result in extending the leave beyond the two (2) year limit, except at the sole discretion of the District.

ARTICLE SEVEN
ASSOCIATION PRIVILEGES

7.1 Statistical Access

District financial budgetary information and other statistics relative to economic benefit and District policies which are public documents will be made available to the Association upon request as provided by law. By the last pay date in October, the District shall furnish the Association President with a current list of all bargaining unit members. The District shall also furnish a copy of the personnel action sheets covering changes in any bargaining unit member's rate of pay, leaves or termination as they occur.

7.2 Exclusive Communications Access

In the performance of its functions, the Association has the right to use designated bulletin boards, interschool mail services, unit employee mailboxes and electronic communication.
ARTICLE SEVEN (cont’d.)

7.3 Equipment Access

The Association may make reasonable after school use of school owned equipment for Association purposes. Such use shall be at no expense to the District.

7.4 School Use

The Association may use rooms in school buildings in the performance of Association business by prior arrangement with the appropriate building administrator, providing such use does not conflict with regular school and other pre-scheduled use of such space. For use of auditoriums or large meeting rooms, when the custodian is not on duty, the Association shall apply to the Board in the same manner and under the same conditions as other organizations.

7.5 Association - Superintendent Communications

To help maintain smooth working relationships, the Association President and the Superintendent will meet once a month, if requested, on reasonable notice by either, to discuss matters of mutual concern. Additional meetings may be held by mutual consent of the President of the Association and the Superintendent.

7.6 Association Release Time

A. The Association shall have twenty (20) days a year released time for Association business. The Association President must give forty-eight (48) hours written notice to the superintendent or his designee of the use of these days. Said days to be used in units of not less than one half (1/2) day.

B. The Association president shall have forty (40) minutes per day of release time for the sole purpose of Association business. Said time shall be scheduled at the end of the regular student day. Additionally, planning or break time will immediately proceed this Association time.

ARTICLE EIGHT
NEGOTIATION PROCEDURE

8.1 Opening Negotiations

A. Formal written notice of intent to require negotiation shall be made by either party on or before January 15 of the last year of the agreement. Formal written notice of intent to negotiate shall be between the school Superintendent and the President of the Baldwinsville Central School Association of Educational Support Professionals or their designees. Representatives for the parties shall meet by January 31 to establish basic ground rules and dates for the negotiating sessions to follow.

B. Proposals to be negotiated by the Association and the Board of Education's designated representative(s) shall be submitted in writing at the second (2nd) meeting. Once this initial exchange of proposals has been completed, no new proposals may be submitted by either party except by mutual agreement. Such additional meetings shall be held as may be required to reach understandings on the issues or until an impasse is reached.
ARTICLE EIGHT (cont’d.)

8.2 Representatives

Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals, and reach compromises in the course of negotiations.

8.3 Exchange of Information

Both parties and/or the superintendent shall furnish each other, upon reasonable request, all available, non-confidential information pertinent to the issue(s) under consideration. Cost for information may be borne by the requesting party.

ARTICLE NINE
MISCELLANEOUS

9.1 Health and Safety

An employee finding a situation where some aspect of the work may possibly cause injury or endanger safety of the employee or of others should report the situation to her/his immediate supervisor for appropriate action.

9.2 Reporting Injuries

When an injury occurs to an employee, or is seen by an employee to occur to a student, the employee shall report the same to the District on the appropriate form as soon as practical.

9.3 Medical Inspections

A. For the purpose of protection of District pupils, each employee will be required to be examined in a manner prescribed by the school physician during the first (1st) year of employment. If one is unable to attend at the scheduled time, advance arrangements must be made with the Assistant Superintendent for Human Resources. Each employee will have the choice of being examined by the school appointed physician or a physician of the employee's choice. The employee will pay the fee of his personal physician and submit the report to the Office of Human Resources within three (3) months of commencement of employment on the prescribed form.

B. Tine tests and chest x-rays may be required. An employee who is a positive reactor to a tine test shall arrange for a chest x-ray within one (1) week of the reading for interpretation. An employee who does not wish to submit to the tine test shall arrange for a chest X-ray, the results to be sent to the Assistant Superintendent for Human Resources.

C. Any employee may be required to have a physical examination in accordance with Education Law 913 at any time deemed necessary by the Board of Education. There shall not be any charge for said physical examination completed by a school physician or school designated physician.
ARTICLE NINE (cont'd.)

9.4 Superintendent Conference Day

When the superintendent schedules a Conference Day, which includes a teacher workshop, there may be, in the same day, a separate workshop attended by educational support professionals.

9.5 Visitation Day

An employee may request or be assigned such visitation days to another school or classroom either within or outside the District as the District shall determine.

9.6 Reduction in Force

A. Prior to making a formal recommendation to the Board for a reduction in the force, the superintendent or his designee shall notify the President of the Association of his intent to make such a recommendation. If the President of the Association so requests, the superintendent will meet with not more than four (4) representatives appointed by the President to discuss the proposed recommendation. At such a meeting, the superintendent will consider suggestions or comments from the Association; however, the superintendent shall have the final decision as to what his recommendation to the Board will be.

B. If a position is abolished, the employee shall be notified in writing thirty (30) calendar days prior to the effective date.

C. Provision A. and B. shall not apply to any reduction by the District in temporarily appointed employees.

9.7 Reimbursement for College Level Course Above Minimum Certificate Requirements

A. College level courses are those courses which are taken with prior approval with the express purpose of strengthening an employee's skills in the employee's assignment in the District and for which college credit is granted and tuition is charged.

B. Approval

1. Approval of each credit hour course shall be at the discretion of the superintendent or his designee after written application by the employee on the prescribed form.
2. The superintendent or his designee shall return a copy of the form to the employee indicating approval or disapproval.
3. The maximum number of credit hours which may be approved for reimbursement by an employee during each school year shall be as follows:

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<thead>
<tr>
<th></th>
<th>Per semester</th>
<th>Summer Session</th>
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<tr>
<td>Three (3)</td>
<td>Three (3)</td>
<td>Six (6)</td>
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<td>hours</td>
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</table>


ARTICLE NINE (cont’d.)

C. Reimbursement

1. Upon successful completion of an approved college level course, an employee shall be reimbursed by the District for actual cost of the course, but in an amount not to exceed two hundred ($200) dollars per credit hour. Non-College credit courses, in-service or other training related to the employee's position shall be reimbursed up to a maximum of two hundred ($200) dollars per course.

2. To receive reimbursement, the employee shall submit to the District a reimbursement voucher with receipts attached and certified school transcript to follow.

3. For each school year the total reimbursed by the District under this agreement shall not exceed six thousand ($6,000) dollars.

9.8 Training & Mentoring

A. Training - The committee established consisting of representatives of BESPA and the District to explore training possibilities for unit members shall continue in this endeavor. This committee shall be composed of an equal number of members selected by the Association and the District. The committee's purpose and activities along with the need for full cooperation of all parties will be communicated by members. A sum of one thousand dollars ($1,000) per year for training and mentoring activities will be provided to fund activities developed by this committee. Mileage and other limited expenses shall be paid by other District funds and unused monies shall "roll over" into the next year. The committee's tasks shall be to explore the entire range of training possibilities including, but not limited to, traditional courses (either for credit or not for credit) workshops wherever their location, television courses and designed courses. Activities may include "shadowing" of others by BESPA members to receive on the job training.

B. Mentoring - A committee will be formed consisting of a representative from each employment category to review current mentoring-related training and parameters and to develop new mentoring-related training and delivery models for an association-wide mentoring program. A sum of six thousand five hundred dollars ($6,500) per year will be provided to fund activities developed by the committee separate from job specific training and will also fund a stipend for an appointed Ombudsman. Mileage and other limited expenses shall be paid by other District funds and unused monies shall "roll over" into the next year. The committee's tasks shall be to explore the entire range of mentoring possibilities including, but not limited to shadowing, visitations, recognition and printed material development.

9.9 Other

All prior memorandums of agreement are inclusive of this agreement.
ARTICLE TEN
COMPENSATION

10.1 Salary Schedule

2009-2010  All members will receive a 3.7% salary increase
2010-2011  All members will receive a 3.7% salary increase
2011-2012  All members will receive a 3.7% salary increase.

Employees working less than seven and one half (7½) hours per day will receive a reduction of appropriate annual salary rounded to the nearest whole ten dollars.

i.e., four and one half (4½) hours per day = .6

Clerical employees who are promoted and currently exceed the base pay salary in that title shall receive an annual increase of the dollar difference between the current title's base pay and the base pay of the promotion. Increases shall be prorated to the effective date of promotion if after July 1.

10.2 RN Stipend

The parties agree to use the student enrollment figures as of October 1 and February 1 each school year to determine the amount of the stipend.

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<tr>
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<td>500 to 699 students</td>
<td>$415 annual stipend</td>
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<tr>
<td>700 to 1,000 students</td>
<td>$622 annual stipend</td>
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<tr>
<td>Over 1,000 students</td>
<td>$1,037 annual stipend</td>
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10.3 Longevity

Longevity amounts will be paid annually in addition to salaries after the completion of designated years of service. For longevity considerations, employees who work five (5) hours a day or more shall be considered full time employees. Employees who work less than five (5) hours a day shall be considered half time employees.

July 1, 2009, through June 30, 2012

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ARTICLE TEN (cont’d.)

10.4 Longevity (cont’d.)

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<tr>
<td>5</td>
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10.5 Extra Duty Pay Rates

A. Unit members shall receive their regular hourly rate of pay for all extra duty work, with the exception of summer school positions as noted (teaching assistants, occupational therapy assistants, and physical therapy assistants), which shall be paid as follows:

Summer school teaching assistant rates of pay shall be:

- 07/01/09-08/31/09: $19.07 per hour
- 07/01/10-08/31/10: $19.78 per hour
- 07/01/11-08/31/11: $20.51 per hour

Summer school occupational therapy assistants and physical therapy assistants rates of pay shall be:

- 07/01/09-08/31/09: $36.74 per hour
- 07/01/10-08/31/10: $38.10 per hour
- 07/01/11-08/31/11: $39.50 per hour

B. Teaching assistants substituting for teachers shall be paid an additional forty-seven dollars ($47) per full day.

C. A bargaining unit employee who is assigned by his or her immediate supervisor to perform a substantial portion of the duties of a higher civil service / grade classification, during the absence of that employee shall be paid an extra twenty-six dollars ($26) per day.
D. **Building Planning Teams**

Pay for members of building planning teams shall be determined by the individual planning team subject to funds specifically allocated to buildings by the Superintendent for the operation of building planning teams. Decisions made by individual building planning teams shall not be grievable.

E. **Summer School**

Summer school employees shall have the summer school hourly rate multiplied by the number of hours they are scheduled to work (six (6) hours inclusive of lunch), and be paid a salary for their summer school employment. Leaves of absence (sick, personal, family, bereavement) for summer school employees shall be deducted from said employee’s regular accruals.

10.6 **Payroll Deductions**

A. The District agrees to deduct from the salaries of all members of the Association authorizing same dues or the equivalent agency fee for the Baldwinsville Educational Support Professionals and NYSUT. Total annual membership dues for each member shall be deducted in twenty (20) equal installments commencing with the third (3rd) payroll.

B. At the beginning of each academic year, the Association will provide the superintendent or his designee with any additional dues authorization cards.

C. Additional authorization cards submitted via the Payroll Department prior to any regularly scheduled payday shall be honored and deductions made for the balance of the scheduled deduction period. If this deadline is not met the deductions will commence on the next payroll not in preparation at the time of receipt.

D. Dues shall be forwarded to the Treasurer of the Baldwinsville Association of Educational Support Professionals.

E. The District agrees to furnish a list of employees to the Association Treasurer by building or in the order in which the Deductions Authorization Summary will be submitted by the last payday in October, indicating carry-over and new authorizations.

F. The District agrees to notify the Association Treasurer of the date of termination and the name of each employee leaving its employ.

G. The Association understands there may be unusual circumstances (such as illness beyond sick leave) where a net paycheck, after other legally required; deductions, is not sufficient to cover dues, in which case no dues will be deducted for that employee in that pay period.
ARTICLE TEN (cont’d.)

10.7 Travel and Mileage

Use of school vehicles by an employee may be allowed with prior written approval of the superintendent or his designee provided such vehicles are available and not committed to another use. Where no such vehicle is available, and approval is given, the employee shall be reimbursed for such travel in a vehicle supplied by the employee at the District's then current rate per mile.

10.8 Health Insurance

A. Eligibility

1. Any employee, who works at least eighteen (18) hours per week, shall be eligible for health and dental insurance in accordance with the provisions of the District's group health and dental insurance contracts in accordance with the provisions below.

2. Modifications made in this plan by the District during the term of this Agreement shall accrue to the members of this unit provided these changes shall not result in a reduction of benefits as of 1 July 1977.

3. Employees who are on leave of absence without pay or who resign for retirement from the School District may elect to continue participation in the District's group health insurance program. Such continuation shall be contingent upon written request of the employee, who shall pay the total cost of health insurance premiums on a timely basis.

4. Resignations other than those noted above are subject to the requirements of COBRA.

B. District Participation

The District agrees to provide unit members working thirty (30) or more hours per week with BluePoint and be responsible for ninety percent (90%) of the cost of yearly premiums. Unit members working between eighteen (18) and thirty (30) hours per week will have seventy-five percent (75%) of the cost of premiums paid by the District.

If a unit member chooses a plan other than BluePoint, he/she will be responsible for the difference between the premium for the health plan chosen and the District’s ninety percent (90%) contribution for BluePoint. Unit members working between eighteen (18) and thirty (30) hours per week will have seventy-five percent (75%) of the cost of premiums paid by the District and will pay the difference between the premium for the health plan chosen by the employee and the District’s contribution for BluePoint.

Those employees who were on the payroll on or before November 21, 1986 and were enrolled in the District’s health insurance plans and were working between twenty (20) and thirty (30) hours per week shall be eligible to continue in said plan with the District contribution of 90% of the BluePoint premium. The employee’s responsibility for premium cost will be as outlined above (employees working thirty (30) hours or more per week). This shall be in effect until such time as those employees bid down or through their own choice decide to accept fewer hours. As such, the employee would then be eligible for health insurance coverage as outlined above for employees working eighteen (18) to thirty (30) hours per week.
C. Health Insurance Buy Out Incentive

It is agreed that in executing this incentive, the bargaining unit member receiving this incentive can not be the spouse or dependent of another District employee who intends to institute or increase coverage provided in District sponsored health insurance programs.

Bargaining unit members who have been enrolled for at least one year in any of the health insurance plans offered by the District may elect to decline coverage and receive a financial consideration as a result. The following stipulations apply:

The financial consideration for electing not to participate in District sponsored health insurance programs shall be:

- $1,000 - Individual coverage
- $1,500 - 2 Person (individual plus one) coverage
- $1,750 - Family coverage

Unit members who wish to decline insurance must submit a non-election form by September 1 of the school year in which he/she wishes to non-elect. Non-election will be effective October 1.

Time spent on unpaid leave of absence shall be deducted from the period of time worked for the purpose of prorating the incentive.

Payment of all financial incentives shall be made on a prorated payroll basis for as long as the unit member chooses to participate in the District’s health insurance buy out program.

By this agreement, the parties do not suggest that all unit members whose sole health insurance protection is provided by the District participate in such an option. The District and the Association caution that only those unit members who have alternative health insurance consider participating in this incentive program. Unit members should become thoroughly informed and knowledgeable regarding the benefits, cost, employer’s participatory share of such cost, etc., of any alternative health insurance program.

D. Health Insurance Buy Down Incentive

It is agreed that in executing this incentive, the bargaining unit member receiving this incentive can not be the spouse or dependent of another District employee who intends to institute or increase coverage provided in District sponsored health insurance programs.

Bargaining unit members who have been enrolled for at least one year in any of the health insurance plans offered by the District may elect to decrease coverage and receive a financial consideration. The following stipulations apply:
D. Health Insurance Buy Down Incentive (cont’d.)

1. The financial consideration for decreasing coverage shall be:

   Family coverage to 2 Person - $600
   Family coverage to 1 Person - $1,200
   2 Person coverage to 1 Person - $600.

2. Unit members who wish to decrease insurance coverage must submit an
   authorization form by September 1 of the school year in which he/she wishes to
   decrease coverage. Change in coverage will be effective October 1.

3. Time spent on unpaid leave of absence shall be deducted from the period of time
   worked for the purpose of prorating the incentive.

4. Payment of all financial incentives shall be made on a prorated payroll basis for as
   long as the unit member chooses to participate in the District’s health insurance buy
   down program.

10.9 Dental Insurance

   The District shall contribute $200 per year for individual coverage. The District shall
   contribute $400 per year for family and double dental coverage.

10.10 Health Insurance in Retirement

   The District agrees to pay ninety percent (90%) of the health insurance premiums for each
   retiring employee and his/her insured dependents. Such payment shall continue as follows:

   Upon completion of 10 through 14 years of service 10 years of insurance
   Upon completion of 15 through 19 years of service 12 years of insurance
   Upon completion of 20 through 24 years of service 17 years of insurance
   Upon completion of 25 through 29 years of service 19 years of insurance
   Upon completion of 30 or more years of service 21 years of insurance

   If insured employee dies before the years of coverage has concluded, district paid premiums
   cease. Surviving insured dependents may continue with the insurance by paying the premium
   in full at no cost to the District. When the retiree / dependents become Medicare eligible, they
   will be placed in the District sponsored supplemental insurance plan with the same District
   responsibility for cost.
ARTICLE TEN (cont'd.)

10.11 Retirement

Upon retirement of the District after ten (10) years of service, an employee shall have one of the following choices, (depending on the retirement system they are in):

- Members of the New York State ERS may convert unused sick leave days to additional time under Section 41-J, or may convert unused sick leave days to cash at the rate of thirty dollars ($30)/day.
- Members of the New York State TRS may convert unused sick leave days to cash at the rate of thirty dollars ($30)/day.
- Non-members of a retirement system may convert unused sick leave days to cash at the rate of thirty dollars ($30)/day.

This conversion benefit is independent of the health insurance retirement benefit and is in addition to the benefits of the health insurance retirement benefit section.

1. The employee must provide three (3) months notice of irrevocable intent to retire and to receive this benefit. At the time notification is given, the employee shall also indicate which option is selected. The notification requirement above will be waived for anyone planning to retire by August 31.

2. Part time employees shall be prorated based upon a six (6) hour workday for the purpose of implementing this section.

3. Application of this benefit will be subject to the rules and regulations of the appropriate retirement system.
10.12 July 1, 2009, through June 30, 2012 Hiring Salaries

<table>
<thead>
<tr>
<th>Position</th>
<th>2009-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Clerk / Typist II</td>
<td>$27,695.</td>
</tr>
<tr>
<td>Account Clerk I (12 Month)</td>
<td>$24,753.</td>
</tr>
<tr>
<td>Account Clerk II (12 Month)</td>
<td>$27,695.</td>
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<tr>
<td>Accountant 1 (12 Month)</td>
<td>$47,870.</td>
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<tr>
<td>Audio Visual Specialist</td>
<td>$16,995.</td>
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<td>Audio Visual Specialist / Teacher Aide</td>
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<td>Clerk II (11 Month)</td>
<td>$25,402.</td>
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<tr>
<td>Employment Specialist</td>
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</tr>
<tr>
<td>Health Aide</td>
<td>$15,526.</td>
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<tr>
<td>Interpretor (10 Month)</td>
<td>$22,255.</td>
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<tr>
<td>Nurse (10 Month)</td>
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<tr>
<td>Occupational Therapy Assistant (10 Month)</td>
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<tr>
<td>Office Machine Operator</td>
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<td>Personnel Aide (12 Month)</td>
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<tr>
<td>Physical Therapy Assistant (10 Month)</td>
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<tr>
<td>School Secretary I (11 Month)</td>
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<tr>
<td>Stock Attendant (12 Month)</td>
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<tr>
<td>Stock Attendant Aide (12 Month)</td>
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<tr>
<td>Teacher Aide</td>
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<td>Teaching Assistant</td>
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<td>Typist I (12 Month)</td>
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<td>Typist II (12 Month)</td>
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<tr>
<td>Local Area Network Technician</td>
<td>$40,740.</td>
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<tr>
<td>Network Administrator</td>
<td>$40,740.</td>
</tr>
</tbody>
</table>

For the District:

Jeanne Dangle, Superintendent  
(3/7/10)  
Dated

For the Association:

Lynn Romanick, President  
3/19/10  
Dated