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AGREEMENT

between the

BELFAST CENTRAL SCHOOL DISTRICT

and the

BELFAST SCHOOL RELATED PERSONNEL ASSOCIATION

July 1, 2009 - June 30, 2013

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
APR 23 2010
ADMINISTRATION
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PREAMBLE

This Agreement is entered into this 1st day of July 2009, by and between the BELFAST CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "District" and the BELFAST SCHOOL RELATED PERSONNEL ASSOCIATION (FORMERLY BELFAST CENTRAL SCHOOL NON-TEACHING PERSONNEL ASSOCIATION), hereinafter referred to as the "Association".

The District recognizes it has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employee's Fair Employment Act and later amendments), to negotiate collectively with the Association as the exclusive representative of all non-teaching personnel in this unit in the negotiation of hours, wages, and terms and conditions of employment and in the administration of grievances arising therefrom.

The parties have reached certain other understandings which they desire to confirm in this agreement as follows:

ARTICLE I - RECOGNITION

The District recognizes the Association as the exclusive representative for the purposes of collective negotiations of all non-teaching employees of the District who are a part of the unit. The unit shall include all non-teaching employees of the District, however, shall exclude the following employees:

(1) Head Manager Cook;
(2) Head Mechanic and Bus Supervisor;
(3) Superintendent's Secretary;
(4) School District Clerk;
(5) Head Custodian;
(6) District Treasurer;
(7) Secretary to the Principal;
(8) CPSE/CSE Chairperson

ARTICLE II - JOB SECURITY

1. Terminations for all unit members shall be in accordance with Civil Service rule, regulations, and law.

2. The requirements of Section 75 of the New York Civil Service Law which apply to “a person holding a position by permanent appointment in the competitive class of the classified civil service” are hereby extended to all unit members holding a position by permanent appointment who have completed one (1) year of probation in the non-competitive and labor classes of the classified civil service.
ARTICLE III - ORGANIZATION RIGHTS

(1) The Association shall have the right upon twenty-four (24) hours notice to the Superintendent to use school buildings for its meetings during nonworking hours when the school is not open for regular instruction, but is manned by custodial staff.

(2) The Association is entitled to use the bulletin board outside of the boiler room and in the bus garage for its business.

(3) The President of the Association, or his/her representative, shall be entitled to five (5) days each school year, with pay, for Association business.

(4) Enough copies of this Agreement shall be given to the bargaining unit to be distributed to each member of this unit seven (7) additional copies will be given to the Association for its use.

(5) Agency Fee: The District agrees to deduct from the salaries of members of the bargaining unit who are not members of the Association an amount equal to the dues levied by the Association and shall transmit such moneys promptly to the Association Treasurer following the same procedures used for Association members as provided in Article XVI, Dues Deductions, Section 3.

(6) Members of the Association shall have the option of selecting dues deduction corresponding to their payroll dates.

(7) VOTE/COPE Deductions: The District shall deduct from twenty (20) regular paychecks such VOTE/COPE contributions as may be authorized by unit members. Deductions will be made in equal installments beginning with the second pay period. The authorization cards used for VOTE/COPE deductions shall be supplied by the Association.

(8) NYSUT Benefit Trust: The District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Business Office for any unit member. Such signed authorization may be discontinued upon written notice by the unit member to the Business Office. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Association with a list of all unit members from whose salaries such deductions have been made.

(9) Tax Sheltered Annuity: The District shall establish procedures whereby unit members may take part in a tax sheltered annuity program provided by a company designated by the individual unit member wishing to take advantage of the program. The Vendor must be enrolled in the District's Plan. The Superintendent (and/or his/her designee) and the Association President (and/or his/her designee) will meet annually to review such plan.

(10) Direct Payroll Deposit: The District agrees to make available direct payroll deposit to unit members.
(11) Employee Assistance Program: The District agrees to enroll into the EAP and pay for the annual enrollment fee for unit members.

(12) The District agrees to pay for the registration fee for Teacher Aides taking tests to meet requirements for certification for the first attempt. If the first testing is not successful, the District agrees to pay fifty percent (50%) of the second test's, registration fee. Prior approval of the Superintendent is required for each test.

(13) The District will pay the cost of tuition for any job-related course with prior approval of the Superintendent.

ARTICLE IV - RETIREMENT

The District will pay the full amount of the noncontributing improved "20-Year Career" Plan, Section 75-1 for all full-time twelve (12) month and ten (10) month employees and employees currently provided Retirement benefits and also shall provide for these same employees additional Rider 41J.

All other employees qualifying for and requesting enrollment in the New York State Retirement System shall be covered by the appropriate retirement plan as required by law.

Any bargaining unit member, who completes fifteen (15) years of service at the District and who is entitled to retire under New York State Retirement Plan presently provided for may give notice to the District of his/her intent to retire. If under such circumstances, said notice is given to the District by no less than ninety (90) days prior to the effective date of retirement, said employee shall be entitled to payment for sick days on said retirement for up to ninety (90) days of accumulated sick leave at the time of retirement not to exceed a cost of fifty percent (50%) of the employee's salary at the time of retirement. In order to utilize this benefit, the retiring employee must have at least thirty (30) accumulated sick days on the date of retirement.

This benefit shall be paid into a 403-b account established by the employee in accordance with District Plan rules, IRS regulations and other applicable law. The employee shall be responsible for establishing a 403-b prior to separation.

ARTICLE V - HOLIDAYS

(1) The following fourteen (14) paid holidays will be taken by twelve (12) month employees:

President's Day (This holiday will be observed on the day students are in recess. If there is no student recess, the date for observance will be by mutual agreement); Day before New Year's Day; New Year's Day; Day before Christmas; Christmas Day; Labor Day; July Fourth; Memorial Day; Good Friday; Columbus Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Martin Luther King Day.
(2) The following thirteen (13) paid holidays will be taken by eleven (11) month full-time employees:

President's Day (This holiday will be observed on the day students are in recess. If there is no student recess, the date for observance will be by mutual agreement); Day before New Year's Day; New Year's Day; Day before Christmas; Christmas Day; Either Labor Day or July Fourth; Memorial Day; Good Friday; Columbus Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Martin Luther King Day.

(3) If the holiday falls on a Saturday, Friday will be taken off. If the holiday falls on Sunday, Monday will be taken off.

(4) In the event it becomes necessary for an employee to work any of the above holidays, it shall be at the rate of one and a half (1-1/2) times regular pay, in addition to the holiday pay.

(5) Beginning with the 1993-94 contract year, twelve (12) month employees shall have as a holiday their birthday. If such day falls on a holiday or weekend, they shall elect either the work day immediately before or after as the holiday.

(6) Each ten (10) month employee and each part-time employee shall enjoy one (1) floating, paid holiday, which shall be scheduled with his/her supervisor with at least one (1) week's notice.

**ARTICLE VI - VACATION**

(1) Twelve (12) month employees shall receive paid vacation according to the following schedule:

- Five (5) days after the first year;
- Ten (10) days after the second year;
- Fifteen (15) days after eight (8) years of service;
- Twenty (20) days after eighteen (18) years of service.

The above schedule will be based on a year determined by anniversary date (i.e., if an employee starts on November 5th, their vacation time will be determined each November 5th and must be used by the following November 5th).

(2) Upon prior approval of the Superintendent, vacations can be taken at any time during the year when it is not necessary to hire a substitute. Whenever possible, an employee must provide one (1) week’s notice in writing when requesting three (3) or more consecutive vacation days. This requirement may be waived by the Superintendent. No more than one-half (1/2) of vacation days maybe used outside the months of July and August without the permission of the Superintendent.
ARTICLE VII - LEAVE WITH PAY

(1) Sick leave and Personal Leave:

(a) Each twelve (12) month full-time employee shall be accredited, on the first day of the school year, with fifteen (15) sick days of which four (4) may be used for personal leave.

(b) Each ten (10) month full-time employee shall be accredited on the first day of the school year with twelve (12) sick days, of which three (3) may be used for personal leave.

(c) Each part-time employee shall be accredited on the first day of the school year with eight (8) sick days of which two (2) may be used for personal leave.

(d) Whenever an employee is absent due to illness or the illness of a dependent, spouse, child, or parent for five (5) consecutive workdays, the employee may be required to provide the District with a physician's statement. Failure to provide such statement will preclude the use of sick days for said illness.

(2) Sick leave shall accumulate, if unused from year to year during the term of employment, up to one hundred eighty (180) days. An annual statement showing the number of sick leave days accumulated as of June 30th of the preceding school year shall be provided to each employee with the employee's first paycheck in September.

(3) Personal leave must be approved by the Superintendent with forty-eight (48) hours notice given by the employee. This requirement may be waived at the discretion of the Superintendent. The Superintendent may deny requests in excess of the agreed upon limits as follows:

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>Person(s) Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Drivers</td>
<td>Two (2)</td>
</tr>
<tr>
<td>Monitors / Aides / Interpreter</td>
<td>Two (2)</td>
</tr>
<tr>
<td>Cooks / Food Service</td>
<td>One (1)</td>
</tr>
<tr>
<td>Custodians / Groundskeeper</td>
<td>One (1)</td>
</tr>
</tbody>
</table>

(4) Sickness for the purposes of this section shall be defined to include:

(a) Illness of an employee.

(b) Illness of a member of the employee's immediate family (children, spouse, and/or parents/spouse's parents) not to exceed twelve (12) days per year.

(5) Funeral Leave:
Each employee shall be granted three (3) days leave without loss of pay for the death of a family member. Family members shall include: Spouse, child, father, mother, sister, brother, grandchild, grandparents, spouse's grandparents, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law.

In addition to the bereavement days noted above, under extenuating circumstances, employees may use a maximum of two (2) sick days for bereavement purposes.

(6) The rate of deduction for days absent not covered by the Agreement shall be calculated based on days and hours worked.

(7) When a bargaining unit member takes a leave provided by this Agreement, and such leave is for the purpose for which the member is also entitled to leave under the Family Medical Leave Act, the District may, with the required notification to the member, designate such contractual leave as running concurrently with the leave to which the member is eligible under the Family Medical Leave Act.

ARTICLE VIII - SICK LEAVE BANK

The Sick Leave Bank shall be administered and utilized in accordance with the following procedures:

(1) Each employee in the bargaining unit who has accumulated ten (10) days of sick leave is eligible to voluntarily become a member of the Bank provided he/she does so within thirty (30) days of the execution of this Agreement, or within thirty (30) days after he/she first accumulates ten (10) days of Sick Leave.

(2) Each member of the bank will contribute up to a maximum of two (2) sick days per year to maintain membership in the Bank. Sick days contributed will be deducted from each member's accumulated sick leave.

(3) The maximum number of usable days from the Sick Bank may not exceed one hundred thirty (130) days in any school year. By October of each school year, each member of the Bank will be notified by the Association of the number of days he/she must contribute to maintain membership for that year. These days will be in multiples of one-half (1/2) days. For ease of accounting, thirty (30) days beyond the one hundred thirty (130) day usability level per year may be on deposit. However, these days cannot be utilized once the one hundred thirty (130) usable day level is reached. It will be the responsibility of the Association to explain the working of the Sick Leave Bank to the employees and to determine each year the number of sick days to be contributed to maintain the maximum number of usable days in the Bank and to determine from which employees these contributions shall be made.

(4) If an employee in the unit fails to become a member at the first opportunity outlined above or withdraws from the Sick Leave Bank, that employee shall not be eligible to join
or rejoin until two (2) years from the date he/she failed to join or withdrew. Notice of withdrawal by the employee for any year shall be given to the Association President by September 10\textsuperscript{th} of any school year.

(5) A list of members of the Bank shall be compiled and posted at the inception of the Bank and annually thereafter by the Association after double checking its records with the District Clerk, with posting to take place no later than November 15\textsuperscript{th} of each school year.

(6) The maximum number of days which a member may draw from the Bank in each school year shall be fifty (50) days, provided there is a Bank balance of usable days to allow this.

(7) A member of the Bank will be granted the use of sick days on the condition that the member has exhausted all of his/her current and accumulated sick and vacation days and that the sick days are to be used for personal illness and that such illness must have continued for at least five (5) school days after the employee's own sick and vacation days have been exhausted. This unpaid continuous illness period of five (5) school days will be reduced by one (1) school day for each five (5) days of accumulated sick leave as of September 1\textsuperscript{st} of the current school year. Claims for use of the Sick Leave Bank are to be presented to the District by the Association and, if more than one (1) claim is made and there is not an available number of usable sick days on deposit to cover these claims, it is the responsibility of the Association to determine which claim or claims should be honored up to the limit of the usable number of sick days. A claim must be accompanied by a physician's statement at the time the claim is submitted to the Association.

ARTICLE IX - LEAVE OF ABSENCE

A maximum of two (2) years unpaid leave (no salary or fringe benefits) may be allowed to an employee. A written request for a leave must be submitted to the Superintendent and approved by the Board. The return status of the employee will be based upon the status at the beginning of the leave. Notification of intent to return shall be made at least sixty (60) days prior to the return date.

ARTICLE X - COURT APPEARANCES

A temporary leave of absence with full pay shall be granted for jury duty, attendance required in court as a witness, or because of a subpoena. This time will not be charged against the employee's sick leave or personal leave. The employee shall report for work duties when his/her presence is not required in court.

ARTICLE XI - INSURANCE

(1) The District will provide full single or full family, at no premium cost to twelve (12) month full-time employees employed prior to September 1, 1992 and ten (10) month full-
time employees whose position calls for at least five hundred forty (540) hours per year employed prior to September 1, 1992, health insurance through a Point of Service plan (hereinafter called the POS). Employees may enroll under either the family plan coverage or the individual plan coverage. The POS that shall be provided shall be the POS of the Allegany Cattaraugus Schools Medical Plan. Included in this coverage through the POS shall be a ten dollar ($10) brand name, four dollar ($4) generic, one dollar ($1) mail order Co-pay Prescription Drug Rider. Persons employed between September 1, 1992 and June 30, 2003 in the above categories shall be entitled to full single coverage. Those eligible for family coverage shall pay ten percent (10%) of the premium. Persons employed subsequent to July 1, 2003 whose position calls for seven hundred twenty (720) hours or more shall be entitled to single or family coverage and shall pay fifteen percent (15%) of the premium.

<table>
<thead>
<tr>
<th>Employee Hire Date</th>
<th>Hours</th>
<th>Coverage</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 9/1/92</td>
<td>540+</td>
<td>S/F</td>
<td>0%</td>
</tr>
<tr>
<td>9/1/92-6/30/03</td>
<td>540+</td>
<td>S</td>
<td>0%</td>
</tr>
<tr>
<td>9/1/92-6/30/03</td>
<td>540+</td>
<td>F</td>
<td>10%</td>
</tr>
<tr>
<td>Subsequent to 7/1/03</td>
<td>720+</td>
<td>S/F</td>
<td>15%</td>
</tr>
</tbody>
</table>

All employee contributions toward health insurance will be paid pre-tax provided such practice is in accordance with the State and Federal law and regulation.

a. Employees enrolled in the District's PPO Health Insurance Plan as of December 17, 2009, may continue on the PPO plan under the conditions set forth above, for as long as the PPO plan is available through the Allegany-Cattaraugus Schools Medical Health Plan. If and/or when the PPO is not offered through the Allegany-Cattaraugus Schools Medical Health Plan, the PPO will no longer be available to these employees. At that time, these employees may enroll in the POS and the District will not be obligated to provide a substitute PPO plan.

(2) The District will pay the full cost of health insurance for up to six (6) months for an employee who is injured on the job and who runs out of sick leave while recovering from the injury. This coverage will begin as soon as the employee runs out of sick leave.

(3) The District shall utilize the POS (and the PPO for so long as it is offered) through the Allegany-Cattaraugus Schools Medical Plan.

(a) As incentives, whenever participants use participating providers the POS and/or PPO plans will provide:

(i) The benefit of paid office calls subject to a ten dollar ($10) per visit co-pay;
(ii) Paid annual physicals under the PPO and/or the POS are subject to ten dollar ($10) co-pay. The ten dollar ($10) co-pay under the PPO also applies to mammograms, pap and psa (prostate) tests;

(iii) The ten dollar ($10) co-pay in the above benefits shall apply toward the PPO major medical deductible.

(iv) For other services, participants shall be covered at the same level of benefit as previously provided by the POS for those enrolled in the POS, and by the PPO for those enrolled in the PPO (for so long as the PPO is available).

(b) Whenever PPO Participants do not utilize PPO participating providers they will continue to receive the same level of benefits as previously provided while enrolled in the PPO plan.

(4) If for any reason the POS ceases to exist, or the District terminates its participation, the District will then provide coverage equal to or better than the POS coverage in existence at the time of the termination for current employees.

(5) The POS will provide benefits at least equal to or better than the current (2009) POS health insurance plan provided by the District and equal to or better than the current, (2009) POS health insurance plan during the duration of this Agreement as if the covered employees had remained with the existing POS plan.

(6) There shall be no loss of benefits or coverage to any employee as a result of the change from current (2009) coverage to the POS.

(7) All data obtained by the Health Insurance POS and/or the PPO (the plans) administrator with respect to insurance claims shall be considered confidential and shall be distributed to the plan(s) administrator strictly on a need to know basis and such information shall be utilized for no other purpose than is necessary for the administration of the plan(s) and the payment of claims. Any health data obtained by the plan(s) may not be used to discipline or dismiss an employee.

(8) When two (2) members of the same family are employed on a twelve (12) month or ten (10) month full-time basis by the District, their combined benefits cannot exceed one hundred percent (100%) of the family plan.

(9) The Plan document which is in effect - upon the date of this Agreement is herein incorporated by reference. Any complaints under the Plan with respect to its interpretation or application must be processed through "The Claim Review Procedure" set forth in the Plan document. If the matter is not settled to the employee's satisfaction, and the Plan document does not provide for arbitration for such dispute, then within thirty (30) days of the written answer from the governing committee of the Plan, the Association may submit the issue directly to binding arbitration as if the dispute were a
grievance at the arbitration stage of the grievance procedure provided for herein in Article XV (5)(h). This provision shall also apply to the POS.

It is understood that the District does not govern either the POS or the PPO which is administered by an independent board, but the District does warrant that the benefits provided will continue to be equal to or better than the 2009 POS coverage, and/or 2009 PPO coverage for so long as the PPO is available.

(10) Retirees may continue in a District offered Health Insurance plan at their own expense.

(11) The District will continue to contribute to the cost of either plan, the PPO or the POS, whether single or family in the same proportion as prescribed in ARTICLE XI as if the bargaining unit member were participating in the PPO Plan. In no event will the District contribute more than one hundred percent (100%) of the amount it would have to contribute for the member under the PPO Plan.

(a) Members will be able to annually change from one plan to another on July 1st or upon a significant change in family status, and/or in accordance with POS and/or PPO plan rules, and as provided herein.

(12) Unit members enrolled in the POS will receive the following Shared Savings benefit for 2009-2010, 2010-2011, 2011-2012, and 2012-2013. The benefit will terminate on June 30, 2013.

(a) For 2009-2010, based upon the rate in effect on July 1, 2009, each unit member enrolled in the POS will receive forty percent (40%) of the difference in cost between the total premiums of the PPO and the POS.

(b) For 2010-2011, based upon the rate in effect on July 1, 2010, each unit member enrolled in the POS will receive thirty percent (30%) of the difference in cost between the total premiums of the PPO and the POS.

(c) For 2011-2012, based upon the rate in effect on July 1, 2011, each unit member enrolled in the POS will receive twenty percent (20%) of the difference in cost between the total premiums of the PPO and the POS.

(d) For 2012-2013, based upon the rate in effect on July 1, 2012, each unit member enrolled in the POS will receive ten percent (10%) of the difference in cost between the total premiums of the PPO and the POS.

(e) If prior to July 1, 2012, the PPO ceases to be available, the PPO rate in effect at the time the PPO ceases to be available will be used for the purpose of calculating this benefit.
Shared savings will be paid at the unit member's option, either (1) in equal installments through regular pay checks, (2) in two equal separate checks in December and June, or (3) in one check in June.

(13) The District will provide an IRS 125 Flex Plan to all employees who qualify for the health insurance coverage above. The District will assume all administrative costs. Unused funds will be utilized by the District to pay administrative costs in the next year. The District will contribute one hundred dollars ($100) per unit member (single) or one hundred fifty dollars ($150) (family) to the unreimbursed medical account. The Plan will provide the following accounts:

(a) dependent care to the maximum provided by law;

(b) unreimbursed medical to a maximum of two thousand five hundred dollars ($2,500);

(c) health insurance purchase plan to the maximum provided by law.

(14) The District will permit automatic payroll deductions from an employee's checks for the purchase of Personal Lifestyle Protector Cancer Plan, Dental Insurance, Personal Accident Expense Plan or Personal Disability from Aflac New York. The District will not be responsible for any portion of this benefit, it will be covered one hundred percent (100%) by the employee interested in joining.

(15) Eligibility and Administration of Health Insurance Buyout.

(a) Unit members who qualify for health insurance coverage pursuant to Article XI (1) may waive such health insurance coverage and in lieu of such coverage receive a two thousand dollars ($2,000) payment [or shared savings until June 30, 2013, (whichever is greater)], to be paid at the unit member's option, either (1) in equal installments through regular pay checks, or (2) in two equal separate checks in December and June, or (3) in one check in June. Payments will be made in the same fiscal year for which coverage has been waived. In order to qualify for the health insurance buyout, the unit member must meet the following requirements:

(i) Eligibility

The probationary unit member must be in continuous employment for a minimum of six (6) months in the fiscal year in which the buyout is paid out.

This stipend is not available to a husband and wife team when both are employed by the District. The District and Association's intent is to have no employee go without health insurance coverage.
(ii) Submission of Written Waiver

All eligible unit members must file with the Superintendent (or his/her designee) a written statement within the open enrollment period or within ten (10) working days of their eligibility date (under section (a)(i) above) stating that the unit member wishes to waive health insurance coverage.

(iii) Pro-rating buyout for eligible employees hired on or after July 1st

All eligible unit members hired on or after July 1st of the fiscal year will receive a pro-rated share of the buyout for which they are eligible if they file the required written statement under section (a)(ii) above.

(b) By filing the written statement of waiver of health benefits coverage, the unit member agrees that he/she will seek health benefits coverage for the entire fiscal year.

(c) The eligible unit member's waiver status will remain in effect unless the unit member submits a status change in writing prior to July 1st of the fiscal year stating that the unit member either wishes to:

(i) waive their health insurance coverage; or
(ii) withdraw their waiver

A waiver withdrawal effective on a date other than July 1st may be made only on account and consistent with a change in family status such as divorce, death of spouse, birth or adoption of a child or a change in employment status of spouse. In such case the withdrawal shall be effective as soon as the PPO or POS plans will allow the unit member to be readmitted to coverage and the amount of payment shall be pro-rated by the number of full months of the fiscal year that the waiver is in effect divided by twelve (12).

(d) Operation of and eligibility for coverage by an insurance carrier are governed by the regulations of the carrier. Accordingly, a unit member who has, waived health benefits, coverage may be re-admitted to coverage only as determined by the carrier.

ARTICLE XII - WORK WEEK - WORKDAY - WORK YEAR

(1) The following provisions shall apply to work outside regularly scheduled work hours:

(a) Work beyond forty (40) hours per week will be paid at the rate of one and a half (1-1/2) times the regular rate.
b) Sick leave, personal leave, vacation, and holiday time will count toward the forty (40) hours per week.

c) Employees who work beyond their regular work hours for the following events will be paid at the rate of one and a half (1-1/2) times the regular rate.

(i) Senior Citizens' Christmas Luncheon
(ii) Sports Banquet

d) Scheduled overtime requires the prior approval of the Superintendent.

e) The District shall maintain a rotation seniority system wherein all custodians/cleaners will be assigned extra duties on an equitable basis. Extra duties will be assigned (when possible) on the Friday preceding the week of the events. In the event of cancellation, the custodian/cleaner affected will receive priority on the following Friday assignment.

f) If an employee waives his/her opportunity for extra duties, then he/she will forfeit his/her opportunity and will be charged the time of the waived opportunity.

g) The assignment of extra custodial duties is to be reviewed for equalization at the end of the first semester and at the end of the second semester. Inequities in the assignment of extra custodial duties will be reviewed with the Head Custodian and Association Representative. A plan for removing inequities will be determined by them. If there is no agreement on a plan, then they may meet with the Superintendent to discuss the differences. If there is no resolution following the discussion with the Superintendent, then the grievance procedure may be utilized to resolve the dispute.

Other unit non-custodian/cleaner extra-duty assignments shall be posted for a minimum of five (5) days prior to assignment. This requirement may be waived by mutual agreement of the Superintendent and the Association President.

2) Full-time employees working more than six (6) hours per day shall be entitled to a thirty (30) minute lunch/dinner break. Custodians, the groundskeeper, and the school nurse will be paid for their lunch/dinner break and will remain on call during that time, but may be permitted to leave the school grounds during that time with the approval of their Supervisor. For employees working six (6) hours or more daily, two (2) breaks of not more than fifteen (15) minutes each shall be provided. Those employees working less than six (6) hours will be provided with one (1) break of not more than fifteen (15) minutes. Breaks will not be scheduled in the employee's first hour of work or last hour of work.

3) Custodians, Guidance Aide, Mechanics and Clerk/Typists are twelve (12) month full-time employees.
(4)  
(a) Summer Work Week/Day - For the nine (9) weeks of summer vacation, the twelve (12) month Guidance Aide and the twelve (12) month Account Clerk may work four (4) days per week and take one (1) flex day. Flexibility exists at the discretion of the employee's immediate supervisor. Workdays will remain the same, 8:00 a.m.- 4:00 p.m., equating to a seven and one half (7.5) hour day.

(b) School Year Work Day - With the exception of the months of December through March, each employee taking advantage of the summer flex days would work an eight (8) hour day.

(5) The normal work shift to which a custodial employee has been assigned shall not be changed without five (5) days advance notice.

(6) School Nurse, Teacher Aides and Cooks are ten (10) month full-time employees.

(7) Teacher Aides, Health Aides and Cafeteria Workers shall be paid for all days which they are required to work in excess of one hundred eighty (180) days. Days when students are not in attendance will only be worked by mutual agreement.

(8) In the event that Teacher Aides are required to attend conferences outside of the District, then the District shall provide transportation to such location, or, in the alternative, upon request, will pay mileage to the Teacher Aide for use of a personal vehicle at the District's established reimbursement rate.

(9) Food Service Helpers and Bus Drivers are part-time employees. Any employee who works in any job title for six (6) hours or less per day shall be considered a part-time employee.

(10) Shift Differential:

(a) Custodial employees regularly scheduled to work the majority of their shift between the hours of 3:00 p.m. and 8:00 a.m. shall receive a shift differential of forty-five (45) cents per hour.

(b) During the summer vacation period and during other student vacation periods within the school year, shift differential will be paid only when the employee actually works the majority of their shift between 3:00 p.m. and 8:00 a.m.

(c) Custodial employees regularly scheduled to work on Saturday and/or Sunday shall receive a differential of forty-five (45) cents per hour.

(d) In computing the differential, sick, personal, or holidays will be included, providing these days fall within the period when the employee's working would normally qualify for the differential.
(e) Employees that are called in to work outside their normal work hours shall be compensated at one and one-half (1-1/2) their normal rate of pay for a minimum of two (2) hours.

(11)  
(a) If a unit member substitutes for a teacher at the District's request and during the unit member's regular work day, the unit member will receive a premium of fifty percent (50%) over and above the unit member's normal hourly rate for the time worked.

(b) If a unit member substitutes for the school nurse at the District's request and during the unit member's regular workday, the unit member will receive a premium of fifty percent (50%) over and above the unit member's normal hourly rate for the time worked.

(12) 10 Month Employees Work Year.

(a) The work year for ten (10) month employees, including the ten (10) month mechanic helper, will be one hundred eighty (180) days.

(b) The work year will be determined in accordance with the School Calendar.

(c) Individual employees may be required to work additional days by mutual agreement, at the employee's regular rate of pay.

(13) In accordance with section 13(a) below, Unit members other than Maintenance Workers are not expected to report to work when the school is closed due to inclement weather and shall suffer no loss of salary or benefit. Maintenance Workers who are required to work on days when the school is closed due to inclement weather will receive time and a half pay (1-1/2) for hours the District requires those workers to work.

(a) In the event inclement weather causes the work year to fall below one hundred eighty (180) days, make up days will be scheduled by mutual agreement on days when students and/or teachers are in attendance. Members will not receive additional pay for those make up days.

**BUS DRIVERS**

(14) Bus drivers are considered part-time employees, however, bus drivers shall receive the same fringe benefits as obtained prior to August 1, 1977, however, except as outlined in Article XI, Paragraph 1. Bus drivers hired subsequent to July 1, 2003 will be allowed the same health insurance benefits as those hired between September 1, 1992 and June 30, 2003.
Extra driving time over and above normal assigned routes shall be compensated at the following rates:

- July 1, 2009 - June 30, 2010: $14.50 per hour
- July 1, 2010 - June 30, 2011: $14.75 per hour
- July 1, 2011 - June 30, 2012: $15.00 per hour
- July 1, 2012 - June 30, 2013: $15.25 per hour

The bus driver for BOCES runs shall be compensated at the following rates:

- July 1, 2009 - June 30, 2010: $14.50 per hour
- July 1, 2010 - June 30, 2011: $14.75 per hour
- July 1, 2011 - June 30, 2012: $15.00 per hour
- July 1, 2012 - June 30, 2013: $15.25 per hour

Procedure for Allocation, of Extra Bus Trips:

(a) All unit bus drivers shall be assigned extra bus trips in accordance with the following procedure hereinafter set forth with the following exceptions:

(i) The transportation of ten (10) or less student passengers exclusive of athletic events except sports club activities.

(ii) Occasional trips to a particular point that does not exceed forty (40) miles round trip from the school and occurring during the hours that school is in session.

(b) If the trip falls in one of the aforementioned exceptions, any qualified designee of the Superintendent will be permitted to drive. If the designee is a unit driver, then the time will count toward qualification of trips per item (c).

(c) The District shall maintain a rotation seniority system wherein bus drivers will be assigned extra driving duties on an equitable basis. The drivers for extra trips will be assigned on the Friday preceding the week of the events. In the event of cancellation, the driver affected will receive priority on the following Friday assignment. The District reserves the right to deny extra driving duties if such assignment would mandate the paying of overtime but any such denial must be equitably applied.

(d) If a driver waives his/her opportunity for a run, then he/she will forfeit his/her opportunity and will be charged the time of the waived opportunity.

(e) Trips are to be reviewed for equalization at the end of the first semester and at the end of the second semester. Inequities in runs will be reviewed with the transportation supervisor and Association representative. A plan for removing inequities will be determined by them. If there is no agreement on a plan, then
they may meet with the Superintendent to discuss the differences. If there is no resolution following the discussion with the Superintendent, then the grievance procedure may be utilized to resolve the dispute.

(f) If an extra trip occurs during a driver's regularly scheduled run, the driver will be docked one (1) hour pay from the total wages for the extra bus run.

(g) On days where there is no Amish run, the driver for the Amish run will report to work for his/her regular shift to perform bus driver duties as required by the District. The Amish run driver will receive the same salary, benefits, and other contractual protections as provided other drivers.

(18) Bus drivers, monitors, and attendants shall be compensated forty-five dollars ($45) per session during the 2009-2010 school year, forty eight dollars ($48) during the 2010-2011 school year, and fifty dollars ($50) during the 2011-2012 school year and thereafter for any of the safety meetings or training at which attendance is required.

(19) The Pre-K route shall be paid as one and one-half (1-1/2) hours of work.

(20) Bus drivers will be responsible for cleaning the interior of their bus on a daily basis and after any extra trip. On regular runs, time has been factored in the established trip time for purposes of completing cleaning. Time utilized for cleaning after extra trips shall be reported along with trip time.

(21) Bus drivers shall be reimbursed by the District for CDL License Renewal Fees.

ARTICLE XIII - JOB APPOINTMENTS - SENIORITY

(1) Written notice of vacancies and job openings shall be conspicuously posted in the building within a reasonable time after the actual vacancy and/or job opening is known to the District.

(2) Present employees who are interested in applying for an open position and who, in the opinion of the Superintendent and/or Board, are qualified will be given strong consideration for an open position.

(3) In the event of layoff, the order shall be by seniority in each job title. The employee with the least seniority shall be first laid off within the job title. The first to be recalled shall be those with the most seniority in the job title on layoff. In all cases when the Civil Service Law providing the layoff or recall is different than this provision, the Civil Service Law of the State of New York shall apply.

(4) (a) Consideration shall be given to unit members for any summer positions that become available. In the event that more than one unit member applies for the
same position, the decision will be based on past work performance as documented in employee evaluations, qualifications, and experience. In the event a unit member is not hired for a summer position for which they have applied, there will be a meeting with the unit member and the decision-maker in the hiring process to explain the rationale for that decision.

(b) Unit members appointed to such positions will be paid at their regular rate of pay.

(5) The District will make a good faith effort to avoid scheduling study hall assignments where the ratio of students to unit members would exceed thirty to one (30:1). When that ratio is exceeded, the Superintendent and/or Building Principal will meet with the unit member to discuss ways to provide necessary support and assistance.
ARTICLE XIV - SALARY

(a) Effective July 1, 2009, employees will receive a 4.0% increase in wages.

Effective July 1, 2010, employees will receive a 4.75% or .50/hr, whichever is greater, increase in wages.

Effective July 1, 2011, employees will receive a 4.75% or .50/hr, whichever is greater, increase in wages.

Effective July 1, 2012, employees will receive a 4.75% or .50/hr, whichever is greater, increase in wages.

(b) Unit members shall be paid no less than the corresponding hourly wage in the Salary Agreement chart below based on credited years of service. Increases to be applied effective on the anniversary date of employment.

<table>
<thead>
<tr>
<th>2009 - 2013</th>
<th>Food Service</th>
<th>Cook</th>
<th>Mechanic Helper</th>
<th>Nurse</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bus Monitor</td>
<td>Teacher Aide</td>
<td>Bus Driver</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monitor</td>
<td></td>
<td>Account Clerk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cleaner</td>
<td></td>
<td>Guidance Aide</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Child Assoc.</td>
<td></td>
<td>Custodian</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Aide</td>
<td></td>
<td>Groundskeeper</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Starting Salary</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 7.25</td>
<td>$ 7.55</td>
<td>$ 9.50</td>
<td>$ 13.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Benchmark – Year</th>
<th>$ 8.94</th>
<th>$ 9.52</th>
<th>$ 11.28</th>
<th>$ 15.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$ 10.18</td>
<td>$ 11.22</td>
<td>$ 12.65</td>
<td>$ 18.00</td>
</tr>
<tr>
<td>10</td>
<td>$ 12.38</td>
<td>$ 13.20</td>
<td>$ 14.85</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>15</td>
<td>$ 15.13</td>
<td>$ 15.57</td>
<td>$ 17.05</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>20</td>
<td>$ 16.39</td>
<td>$ 17.33</td>
<td>$ 19.25</td>
<td>$ 24.75</td>
</tr>
<tr>
<td>25</td>
<td>$ 18.43</td>
<td>$ 19.53</td>
<td>$ 22.00</td>
<td>$ 27.50</td>
</tr>
</tbody>
</table>

(c) The base salary for each unit member shall be retained at the expiration of this Agreement until the successor agreement is in effect.
(2) Any employee who does not miss a scheduled day of work, excluding two (2) personal days, a floating holiday, and funeral leave, in any contract year shall receive a bonus according to the following schedule, within his/her last paycheck of the contract year.

<table>
<thead>
<tr>
<th>Days Missed</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$350 U.S. Savings Bond</td>
</tr>
<tr>
<td>1</td>
<td>$150 U.S. Savings Bond</td>
</tr>
</tbody>
</table>

The amount of the bonus will be prorated for part-time employees that are scheduled to the same number of days as full-time employees.

(3) The District will reimburse a member up to two hundred fifty dollars ($250) for loss or damage to personal property in the performance of the member's duties. The member must notify the Superintendent or his/her designee as soon as possible and provide proof of loss/damage and value. This benefit will not cover loss or damage due to ordinary wear or the member's misuse. In extraordinary circumstances, the Superintendent has the discretion to authorize a higher amount of reimbursement.

(4) The District has the right to credit a new employee with up to a maximum of three (3) years service credit based upon training and experience at the District's discretion. Such training and experience must be demonstrated.

(5) Newly hired employees will serve a probationary term of not more than twenty-six (26) weeks. After the initial twelve (12) weeks, that employee will be entitled to benefits afforded other employees in that job area as per contract.

(6) Each ten (10) month employee will receive twenty-one (21) pays each year. Each twelve (12) month employee will receive twenty-six (26) pays each year. Each eleven (11) month employee will receive twenty-three (23) pays each year.

Ten (10) and eleven (11) month full-time employees may elect to receive their pay in twenty-six (26) pays each year.

In the event it is necessary to match twelve (12) month employees pay dates with other employees in certain years, such employees shall receive an interim check rather than be required to wait three (3) weeks.

**ARTICLE XV - GRIEVANCE PROCEDURE**

(1) It is the policy of the Board and the Association membership 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 used as precedent in a later grievance procedure.
Since it is important for good relationship that the grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limitations specified for either party may be extended only by mutual agreement, and it is understood and agreed between the Board and the Association that time is of the essence and strict compliance with time limitations as stated herein, must be satisfied or the particular grievance at any stage of the grievance procedure is deemed waived and/or granted, as the case may be.

If a decision at one stage is not appealed to the next stage of this grievance procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement is barred.

(2) The following definitions shall apply to this article:

(a) A "grievance" is an alleged violation of any of the terms and conditions of this Agreement.

(b) A "non-instructional employee" is any person who is not a teacher or professional employee and a part of the unit.

(c) An "aggrieved party" is any employee, group of employees, or the Association representing the employees covered by this Agreement, who submit a grievance or on whose behalf it is submitted.

(3) The following general principles shall apply to this Article:

(a) If a grievance affects a group of employees and is associated with system-wide policies, it may be submitted by the Association to the Superintendent or his/her designee. All other grievances filed by the Association must be filed at stage 1.

(b) The Association has the right to be present at each stage of an individual or group grievance beyond the first stage.

(c) An employee or group of employees may be represented at the first three (3) stages of the procedure by whomever he/she or they choose. The Association is the exclusive representative at stages 4 and 5.

(4) For submission of grievances, these steps shall be followed:

(a) Before submission of a written grievance, the aggrieved party shall attempt to resolve it informally with his/her immediate supervisor. Immediate supervisor shall be defined everywhere in this Agreement as the person who is immediately responsible for the daily work of a given employee.

(b) Written grievance shall be submitted on the form provided (see Appendix A) and
shall identify the aggrieved party, the time when and the place where the alleged
events or conditions constituting the grievance existed and, if known, the identity
of the person(s) responsible for causing such events or conditions, and a general
statement of the grievance, and the specific article of this Agreement violated and
redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted at stage 1 within thirty
(30) calendar days after the aggrieved party knew or should have known of the
events or conditions on which it is based. This initial filing of the written
grievance, as defined above, shall be with the employee's immediate supervisor
or in the case of unit wide grievance with the Superintendent.

(d) An employee or group of employees may informally present their grievance to
their immediate supervisor to attempt to informally resolve the grievance.

(e) If an informal disposition of the grievance is not satisfactory to the affected
employee or group of employees, then they or the Association representing the
employee or group of employees, shall file, with the immediate supervisor of the
affected employee or group of employees, its written grievance, as defined
above. This filing with the immediate supervisor of the affected employee or
group of employees shall be within the aforementioned thirty (30) calendar day
period from when the affected employee or group of employees knew or should
have known of the grievance, notwithstanding any informal conferences.

(f) The parties agree that a request for extension of time filed within the applicable
time limits will not be denied.

(5) Upon receipt of a written grievance, these procedures will be followed:

(a) Within ten (10) days of the receipt of the written grievance, the immediate
supervisor shall render a written decision of the grievance and file same with the
designated representative of the Association.

(b) If the grievant or the Association, initiating the grievance on behalf of the
affected employee or group of employees, is not satisfied with the written
decision of the affected employee or group of employees' immediate supervisor
and wishes to proceed further under this grievance procedure, then the grievant
or the Association will file the written grievance, along with the written decision
of the affected employee or group of employees' immediate supervisor, with the
Superintendent or his/her designee, within ten (10) calendar days after receipt by
the Association of the affected employee or group of employees' immediate
supervisor's written decision concerning the previous submission of the

grievance.

(c) Within ten (10) school days after receipt of the written grievance and decision of
the affected employee or group of employees' immediate supervisor, the
Superintendent or his/her designee, shall hold a meeting with the Association, and if requested, the affected employee or group of employees, concerning the grievance. The grievant or the Association, on behalf of the affected employee or group of employees, shall have the right to present any argument, facts or testimony to the Superintendent, or his/her designee, in support of the written grievance.

(d) The Superintendent, or his/her designee, shall render a decision in writing to the grievant and the Association within ten (10) school days after conclusion of the meeting.

(e) If the Association is not satisfied with the written decision of the Superintendent, or his/her designee, the grievant or the Association may file the written grievance and written decision of the immediate supervisor of the affected employee or group of employees and the written decision of the Superintendent, or his/her designee, with the Board Clerk within five (5) school days after receiving the written decision of the Superintendent, or his/her designee.

(f) Within twenty (20) school days after receipt of the grievance and supporting documentation by the Board Clerk, the Board shall meet with the Association, as a Board, to hear oral arguments concerning the grievance. This meeting shall be conducted in executive session.

(g) Within ten (10) school days after the conclusion of the meeting between the Association and the Board, the Board shall render its decision, in writing, concerning the grievance.

(h) If the Association is not satisfied with the written response of the Board, or if no response is received within twenty (20) school days from the filing of the grievance at the Board stage, it may submit the dispute to binding arbitration by written notice to the District. The Association shall have fifteen (15) school days to demand arbitration from either the date of receipt of the Board's answer or twenty (20) school days from the filing of the grievance at the Board stage: The grievance will be presented to the American Arbitration Association (AAA). The grievance will, to the extent that such rules do not conflict with the provisions of this Agreement, be processed under the procedures of AAA.

The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. The arbitrator will be without power to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the Association and the District.
ARTICLE XVI - DUES DEDUCTION

(1) The District agrees to deduct from the salaries of its non-teaching personnel unified dues for the Association as said personnel individually and voluntarily authorize. The District will transmit the moneys promptly to the Treasurer of the Association. Personnel authorization will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Social Security Number ________________

Name ____________________________________________

Last First Middle

District Name  Belfast Central School

Organization  Belfast School Related Personnel Association

To the Belfast School District:

While I am in the employ of the District, I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authorization shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing.

Signed ________________________________  Date ________________

(2) The Association will certify to the District in writing the current rate of the membership dues designated in Section 1 above by September 5th of each year. The Association will give the District thirty (30) days written notice prior to the effective date of any such change and shall pay the computer cost for such change.

(3) Deductions referred to in Section 1 above will be made in equal payments each pay period to commence with the first pay period for ten (10) month employees, unless otherwise agreed upon by the District and Association.

(4) No later than September 20th of each year and by March 1st for employees hired at midyear, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues designated in Section 1 above.
Any personnel desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association in writing by September 20th of each year for the school year's dues.

(5) The District agrees that it will not accord dues deduction or similar check-off rights to any other organization representing the personnel specified in this Agreement while this Association is the legally recognized negotiating agent.

**ARTICLE XVII - EVALUATION**

(1) Each employee will be evaluated at least once per year. New employees will be evaluated at least twice per year - at least once during the probationary period. Evaluations shall be conducted by administrative personnel in direct line of supervision of the employee being evaluated. No employee shall be evaluated by another member of the bargaining unit.

(2) The purpose of an evaluation shall be to assess job performance, not to discipline the employee. Information from direct observation of the employee, from reports by supervisors, and from technical examinations may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.

(3) The evaluation form and a written explanation of the evaluation criteria will be provided to the Association.

(4) The employee will receive at least forty-eight (48) hours notice prior to the evaluation. The evaluation will be conducted during the employee's regular work hours. The employee will be provided a written copy of the evaluation which shall be signed by the employee. The signature shall indicate that the employee has seen the evaluation, and not that the employee necessarily agrees with the evaluation. The employee may append a written response to the evaluation, to be included in the employee's personnel file.

(5) The evaluation shall not be shown to anyone other than an administrator or Board member of the District without the unit member's consent.

**ARTICLE XVIII - ALCOHOLISM AND DRUG ABUSE**

(1) The Association and the District recognize alcoholism and drug abuse as illnesses which are treatable.

(2) Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. As such, requests will be kept strictly confidential.

(3) All costs for implementing the drug testing program will be borne by the District.
(4) Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.

(5) Notification that an employee is to report for testing shall be given in a confidential manner.

(6) All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two exceptions:

(a) As required for compliance with state or federal regulations;
(b) As required for appropriate disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

(7) Drug and alcohol testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.

(8) Employees shall be required to submit to drug and alcohol testing only in accordance with the provisions of applicable state or federal laws or regulations, which includes testing on the basis of reasonable suspicion.

(9) Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

(10) Reasonable suspicion for drug and/or alcohol testing shall be determined in accordance with the standards established by statutory and case laws and state and federal regulations.

(11) The employer and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.

(12) An employee found in violation of the District's Policy and the applicable state or federal regulations will be subject to the sanctions provided for in state and federal statutes and regulations. In addition, the District may take any disciplinary action deemed appropriate subject to the terms and conditions of this Agreement.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

(1) This Agreement shall supersede any rules, policies, regulations or practices of the District which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary provisions or terms contained in any individual personnel agreement of a
member of the unit heretofore in effect. All future individual personnel agreements with
individuals who are part of this unit shall be made expressly subject to the terms of this
Agreement. The provisions of this Agreement shall be incorporated into and be
considered part of the established policies of the Board. However, policies of the Board
not inconsistent with this Agreement, are not affected by this contract.

(2) This Agreement shall be exclusively between the District and the Association and not be
dependent upon the approval of any other organization.

ARTICLE XX - DURATION OF AGREEMENT

The provisions of this Agreement unless otherwise specified, shall take effect on July 1,
2009 and continue in full force and effect until June 30, 2013, and thereafter until the parties
execute a successor Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF
THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT BY LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
(Taylor Law Section 204-a).

ARTICLE XXI - MANAGEMENT RIGHTS

The Association recognizes the rights of the Board as incorporated in State and Federal
Law, Rules and Regulations and further the Association recognizes that except as modified by
the provisions of this Agreement, the right to control, supervise, direct and manage the School
District and its staff is left within the province of the Board of Education, and nothing shall
prevent the Board from reducing positions or laying off employees.

ARTICLE XXII - ZIPPER CLAUSE

It is agreed that this Agreement will be in effect as provided in Article XIX and that
negotiations on its provisions shall not be reopened unless as provided under a specific article in
this contractor by mutual agreement of the District and the Association.

The parties agree that this Agreement constitutes the entire contract between them,
covering the rates of pay and working conditions of the employees and their bargaining unit
during the term thereof, and settles all demands and issues and all matters subject to collective
bargaining which were discussed during negotiations.
BELFAST SCHOOL RELATED PERSONNEL ASSOCIATION

By ___________________________ Signed this _____ day of ________
   President

BELFAST CENTRAL SCHOOL DISTRICT

By ___________________________ Signed this _____ day of ________
   Superintendent
APPENDIX A - GRIEVANCE FORM

TO: ____________________________________________

(Immediate Supervisor)

(1) Name of Grievant: ___________________________

(2) Grievant's position: __________________________

(3) General nature of the grievance: _________________

(4) Paragraph(s) of the Agreement alleged to be violated:

(5) Remedy sought by the grievant:

__________________________________________  ______________________________________
(Grievant's Signature)  Date filed

*To be filled out in triplicate at each stage with one copy each for the grievant, the Association and the appropriate District official.
Appendix A (Reverse Side)

This side for District use only:

(1) Immediate supervisor's response at stage 1:

Dated: ________________

(2) Date of submission to stage 2: ________________

(3) Superintendent's response at stage 2

Dated: ________________

(4) Date of submission to stage 3: ________________

(5) Superintendent's response at stage 3:

Dated: ________________