



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **East Bloomfield Central School District and Bloomfield Support Personnel Association (2003)**

Employer Name: **East Bloomfield Central School District**

Union: **Bloomfield Support Personnel Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **26**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

4899_06302006

East Bloomfield Central School
District And Bloomfield Support
Personnel Assn

SD / GEN

Agreement

between the

BLOOMFIELD SUPPORT PERSONNEL ASSOCIATION

and the

SUPERINTENDENT OF SCHOOLS

of the

Bloomfield Central School District

July 1, 2003 – June 30, 2006

RECEIVED

NOV 24 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Table of Contents

Article	Page
I	1
II Retirement Program.....	2
III Health Insurance	3
IV Paid Holidays	4
V Vacations	4
VI Leaves	4
VII Miscellaneous Provisions	8
VIII Wage and Salary Provisions	11
IX Negotiation Procedures	16
X Grievance Procedures	16
XI Association Rights and Privileges	19
XII Employment Relationship	19
XIII Dues Deduction	22
XIV Duration	23

This Agreement, made as the result of collective bargaining between the parties, pursuant to the Public Employees Fair Employment Act, is entered into this 16 day of September 2003, by and between the Superintendent of Schools, East Bloomfield Central School District, and the Bloomfield Support Personnel Association, as follows:

The parties have agreed to the following terms and conditions of employment work procedures, standards, and practices, which will be in effect from July 1, 2003 through June 30, 2006.

ARTICLE I Recognition

A. Recognition

The Bloomfield Central School Board of Education, having determined that the Bloomfield Support Personnel Association is supported by a majority of the personnel in the East Bloomfield Central School District, hereby recognizes the Bloomfield Support Personnel Association as the exclusive negotiating agent for the non-teaching personnel in this unit (bus drivers, mechanics, custodians, cleaners, cooks, food service workers, office secretaries, teacher aides, teacher assistants, nurses, permanent substitutes, computer services assistants, maintenance mechanic, auto mechanic/bus driver, bus monitor, school monitor, senior computer services assistants, groundskeeper and any other non-teaching personnel employed by the Board of Education of the Bloomfield Central School, except all substitutes other than permanent substitute teachers, who are included in this unit, and the Payroll Clerk, District Treasurer, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Director of Facilities & Operations, Head Bus Driver, and Food Service Manager). Such recognition shall extend to the maximum period permitted by the Civil Service Law.

B. LEGISLATIVE IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

C. Copies of Agreement

Within 60 days after execution of the Agreement, a copy shall be furnished to each unit member. New hires into the unit will thereafter receive a copy from the Payroll Clerk at the time of hire, or within 5 working days.

D. No Strike

Pursuant to the requirement of Section 207, 3B, of the Public Employees Fair Employment Act, the Bloomfield Support Personnel Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

E. Employee Definitions
Probationary Employee

All newly hired employees and employees transferred to a new position will be on a probationary status for a period of generally 26 weeks beginning on the date of hire or the effective date of the transfer. Before the conclusion of the thirteenth (13th) week, the new hire's supervisor will prepare and present a written evaluation of the unit member's work, indicating how well that unit member is performing the duties of the position. If an employee has only the number of months worked per year changed, this will, for the purposes of this section, not be considered a transfer and will not require a new probationary period. An employee becomes a regular employee upon successful completion of the probationary period and the supervisor has submitted a written evaluation attesting to the successful completion of probation.

Regular Employee

A regular employee is one who has satisfactorily completed the probationary period and who is hired in a position with an expected retention of twelve months or longer. This person may be assigned a twelve-, eleven-, or ten-month position depending on the position requirements. The position is further defined, as follows:

1. Full-time - An employee who is regularly scheduled to work thirty (30) or more hours per week.
2. Part-time (regular) - An employee who is scheduled to work at least twenty (20) hours per week, but generally will not work thirty (30) or more hours per week.
3. Hourly - An employee who is regularly scheduled to work less than twenty (20) hours per week.

Substitute and temporary employees are excluded from considerations of this Agreement.

ARTICLE II **Retirement Program**

- A. All eligible employees will be provided coverage under Section 75-i (New Career Plan) and 41(j) (Unused Sick Leave Credits) of the New York State Employees Retirement System, as defined by law. The District will also pay 50% of the cost of health insurance premiums for eligible employees.
- B. The District will offer a retirement incentive to unit members who retire in the school year in which they are first eligible for retirement without penalty. In order to be eligible for this incentive, the unit member must have completed ten (10) or more consecutive years of full-time service with the District. The benefit is a one-time payment of 35% of base salary. In order to receive the incentive, a unit member must notify the District in writing by March 15th of that school year in which he or she becomes eligible for the incentive of his or her intent to retire June 30th of that school year.

ARTICLE III
Health Insurance

- A. Unit employees must, over the course of a school year, work in excess of a minimum of twenty (20) hours per week to be eligible to participate in the District's group health insurance program.
- B. Unit members who were eligible to participate in the District's group health insurance programs of November 1, 1982, will continue their eligibility even if their scheduled hours are no longer sufficient for them to be considered eligible today.
- C. The District's contribution per employee shall be paid as twelve-, eleven- and ten-month employees - 90% of single or family coverage for the duration of the contract.
- D. For those employees hired after January 1, 1994, who regularly work more than 20 hours but less than 37.5 hours per week, the District will offer the health insurance at pro-rated contribution based on how many hours worked per week. (For example: 22 hours per week divided by 37.5 = .59 – therefore, the District would pay 59% of the 90 %, or 53.1% of the cost.)
- E. The District has a choice of health care insurance providers, as follows:
 - a. Non-Monroe Municipal School; or
 - b. HMO.

If the District changes the health care insurance provider, the new provider's schedule of benefits is to be substantially similar. In addition, the District agrees to provide the Association with sixty (60) calendar days' advance notice of the effective date of the change in carrier, and the District Superintendent shall meet with the Association representatives to explain the change in carrier and to listen to the Association's comments and suggestions prior to the change in carrier.

F. Flexible Spending Accounts.

The District agrees to institute flexible spending accounts for insurance deductibles, health care costs, and dependent care costs by employee contribution only. These FSAs would have limits on employee pre-tax contributions, i.e., \$2,500 for health care expenses, and up to \$5,000 on dependent care contributions per year. The plan year will be (after first short plan year) from January 1 to December 30 with **annual enrollment**. Any surplus left in these individual flexible spending accounts will be the property of the District and go first to plan administrative costs and losses to the employer with regard to these accounts. Employees must sign up yearly in December of the preceding year.

- G. Commencing July 1, 2000, the District shall pay \$200 per year per participating unit member toward the cost of dental insurance for a plan to be mutually selected by the District and the Association.

ARTICLE IV
Paid Holidays

- A. All full-time, twelve-month employees will receive the following twelve (12) paid holidays: New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Day, and two (2) floating holidays (to be selected by the employees with Board approval, such selection to be made at least thirty days prior to the occurrence of such holiday.)
- B. All eleven-month employees will receive the following seven (7) paid holidays: Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and one (1) floating holiday (to be selected by the employees with Board approval, such selection to be made at least thirty days prior to the occurrence of such holiday.)
- C. All ten-month employees will receive three (3) paid holidays, Christmas, Thanksgiving, and Memorial Day.

ARTICLE V
Vacations

- A. All full-time, twelve-month employees will receive the following paid vacation:
 - After first year of employment – two (2) weeks
 - After fifth year of employment – three (3) weeks
 - After tenth year of employment – four (4) weeks
 - After eighteenth year of employment – five (5) weeks
- B. The vacation periods in a school system, which has to operate around attendance days for pupils, must, of necessity, be so arranged as to provide needed staff when school is in operation. Unused vacation time, not to exceed five (5) days, shall be "rolled over" into sick days.

ARTICLE VI
Leaves

- A. Sick Days
Sick days per year cumulative to 200 days with no loss of pay will be granted, as follows:
 - Twelve-month employees – ten (10)
 - Eleven-month employees – nine (9)
 - Ten-month employees – eight (8)
- B. Illness in the Immediate Family
A unit member may use up to five (5) personal sick days from the unit member's sick leave for illness in the immediate family. "Immediate family" is to be defined as parent, spouse, child, brother, or sister.

- C. Bereavement Leave
Funeral leave, of up to three (3) days' absence with pay, will be allowed for each death in the immediate family. This allowance may be extended at the discretion of the Superintendent or designee. "Immediate family" is defined as spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
- D. Personal Business Day
1. Personal business days are available to unit members upon two days' advance application on the District form, except in cases of emergency. They are to be used only where the employee is required to be away from his employment for a pressing personal, business, or legal matter which cannot be dealt with during non-working hours, and is a requirement beyond the control of the unit member. Use of such days for personal, vacation, or family travel, extending a vacation or holiday, or any recreational use is prohibited, and such a statement will be set out on the standard application form.
 2. Unit members will have available, each year, the following number of personal business days:
 - Twelve-month employees – four (4) days
 - Eleventh-month employees – four (4) days
 - Ten-month employees – three (3) days
 3. If unused at school year end, two (2) personal business days will be converted to sick leave days and added into the unit member's accumulated sick leave total.
- E. Emergency Closing Days
In the event of an emergency closure, the District will make its best efforts to notify unit members by way of radio and television announcements, as well as telephone calls as appropriate and possible. When schools are closed due to an emergency condition, all regular employees will receive their regular daily wages. If a Supervisor, with the approval of the Superintendent, requires a person to work, she/he will be compensated.
- F. Jury Duty
All full-time and part-time (regular) employees are entitled to receive base pay, plus any applicable shift differential for each scheduled workday excuse to (1) serve on jury duty, (2) appear in a court of law as a subpoenaed witness, except when the employee is a primary party to the legal action or a prospective beneficiary of it, or (3) to attend a legal hearing as requested by the District.
- G. Travel Reimbursement
Court payment to the employee for travel expenses is not reimbursed to the District.

The employee will present the official notice, subpoena, or summons to his or her supervisor the first working day following receipt.
- H. Unpaid Leaves

1. Unit members are eligible to make written application to the Superintendent for his or her recommendation to the Board of Education, for extended unpaid leaves of absence for a variety of important reasons, including but not limited to, long-term illness in the immediate family, political or association service, government service, or any other compelling personal reason. The District may, in its discretion, bearing in mind the long-term functional needs of the District, grant such leave requests for a term of up to two (2) years.
2. Military Leave – Military leave, consistent with law, is provided for any unit member who is called involuntarily to active military service. Said unit member will be entitled to return to a position in the school system as soon as such position is available after discharge from military duty. Credit for compulsory military duty will be allowed for seniority purposes.

I. Parental Leave

A leave of absence, not to exceed one year without pay, will be granted for childbearing and/or child-rearing purposes, and will be available only during pregnancy or following the birth or adoption of an infant by a unit member.

1. A written request for unpaid childbearing and/or child-rearing leave will be submitted to the Superintendent as soon as is reasonable.
2. It is understood that a childbearing and/or child-rearing leave of absence may, with the approval of the Superintendent, be commenced earlier than was anticipated by the unit member when unforeseen medical circumstances arise, or upon notification of adoption.
3. The exit date for a unit member taking parental leave will be determined by the unit member's physical ability to perform duties. Such date shall be determined upon the advice of a physician.
4. The period of physical disability because of childbirth shall be certified in writing by the unit member's physician. The unit member shall be paid sick leave benefits only for that period of temporary disability certified by the unit member's physician, provided that the unit member has accumulated sufficient sick leave days to cover the request.
5. Notwithstanding the original terms of the leave, the unit member may return to employment duties after a reasonable notice (15 days minimum) to the Superintendent, and after the attending physician has determined that the unit member is physically able to return to duty.
6. All benefits that relate to sick leave under the terms of this Agreement will accrue to the unit members for the period of physical disability for childbirth. Only benefits that accrue to members on leave of absence without pay under this Agreement will accrue to unit members on childbearing and/or child-rearing leave.
7. The District may, upon the unit member's request and Superintendent's

recommendation, grant an extension of parental leave without pay due to unusual circumstances.

8. Probationary unit members who receive parental leave will continue their probationary term upon return to duty.

J. Unpaid Leave Periods – Rules

During an unpaid leave interval, the unit member will maintain, without accrual or addition, accrued sick leave and seniority to the date of leave commencement. Persons on unpaid leave will be eligible to maintain their membership in the school system's health insurance group, provided that they maintain timely payment of 100 percent of the premium cost for their coverage during the leave period. No credit for seniority or salary schedule purposes shall accrue to individuals while on long-term unpaid leave for any reason. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to employee upon employee's return, and employee shall be assigned to the same, or a substantially equivalent, position which employee held at the time said leave commenced. All extensions or renewals of leaves shall be applied for, and granted, in writing.

K. Sick Leave Bank

To provide Income Protection in the case of prolonged illness or disability, a "Sick Leave Bank" (SLB) will be established, effective July 1, 2003. The SLB will provide members with 100% compensation, for up to 12 months, dating from the first day of illness or disability. The SLB will be administered by the District in conjunction with this Association and the Bloomfield District Employee Association and Supervisors.

1. The SLB will be maintained as follows:
 - a. Initially, each participating unit member will contribute 2 days from their accumulated sick leave on July 1, 2003, to establish the SLB. Unit members will automatically be enrolled in the SLB. New employees will be given the option to enroll at hire.
 - b. A unit member choosing not to participate in the SLB must notify the District in writing by June 15, 2003 and annually hereafter. As a result, that unit member will receive no sick leave bank income protection from the District. If a unit member leaves the bank he or she cannot take the days out that he or she has donated.
 - c. The District will make an initial one-time contribution on July 1, 2003 to establish the SLB at one day per unit member participant.
 - d. Beginning July 1, 2004, the District will contribute up to 10 days per year to the SLB for each unit member who has reached their maximum sick leave days to help maintain the SLB.
 - e. The SLB will be audited by May 30th each year to determine the status of accumulated sick days available to members. If the accumulated sick leave days available drops below 100 sick leave days, unit members will be notified and will contribute 1 additional sick leave day to replenish the SLB. Unit members not wishing to participate at that time must notify the District by June 30th of that year. The Association President and the Superintendent will review the status at other times in the event of an unanticipated

deficit and may require an additional contribution to correct the deficit, subject to the unit member's right to opt out of the SLB. If accumulated sick leave days are above 100 days no additional contributions will be necessary.

2. Use of the SLB will be permitted on the following terms:
 - a. A unit member must be a current contributing member to the SLB to participate.
 - b. A unit member must have used all of her/his accrued sick leave days.
 - c. A unit member may draw sick leave days from the SLB for up to one calendar year from the first day of prolonged illness or disability, inclusive of accrued sick leave days.
 - d. The District may require doctor's evidence of illness or injury constituting a disability necessitating use of the SLB.
 - e. In the event of an extenuating circumstance, the Association President and Superintendent of Schools may grant additional days from the SLB at their discretion.
 - f. A joint committee consisting of Superintendent and Association President will review and advise on all sick leave bank requests.
 - g. The Board of Education will receive an annual report from the Superintendent and Association President on the status of the sick leave bank to determine the cost benefit ratio.
3. When a unit member has accessed the Sick Leave Bank and returns from a long-term illness or disability, that unit member will be advanced five (5) days of sick leave if he or she has no sick leave entitlement. These days will be subtracted from that unit member's allotment of sick leave days in the following year.
4. This entire process will be evaluated annually.

ARTICLE VII

Miscellaneous Provisions

A. Bus Drivers

1. The District may use employees, other than part-time bus drivers, to provide transportation from the Elementary Building to the High School prior to 2:30 p.m. If part-time bus drivers are used, they shall be paid for twenty minutes' work for each day that they provide service.
2. The District may assign part-time bus drivers, as needed, to assist in the transportation of students from the High School to the Elementary School in the afternoon.
3. The District may assign employees, other than part-time bus drivers, to any extra driving trip that shall be less than one hour in length.
4. In any case where an employee of the District is assigned a duty requiring his absence from the District during a time when the employee shall need lodging, the District shall be responsible for the reasonable cost for such lodging, provided that the employee has received permission, in advance, from his/her

supervisor to incur such lodging expense.

Employees shall be reimbursed, upon providing an itemized receipt, up to the meal rate established by the Board of Education at its annual organizational meeting, for trips that are over the lunch (11:00 a.m. to 1:00 p.m.) or dinner (5:00 p.m. to 7:00 p.m.) hour when no complimentary meal is available. No advance approval would be necessary in these cases.

5. Runs will be paid at the hourly rate of the driver according to a pre-determined number of hours for the run, inclusive of the pre-trip and post-trip time. These times are to be adjusted after ten (10) working school days, or if conditions cause a change of route time.
6. Mechanics shall drive buses, if necessary, to meet an emergency situation and regular substitute drivers cannot be obtained in time to meet the need.
7. Seniority of bus drivers will be determined by the number of years employed by the District as a driver under contract.
8. When a vacancy occurs in an existing bus route, or a new route over three (3) hours a day is created, currently employed regular drivers will be given an opportunity to apply for that run. Selection of the driver to fill the vacancy shall be made by the Head Bus Driver and seniority shall be the primary determinant. In any case where a less senior driver is selected, a conference shall be had between the Head Bus Driver, senior applicant, and union representative, so that the supervisor may demonstrate good cause, considering safety, pupil relations, or other relevant factors justifying his/her deviation from the seniority principle. Handicapped and regular runs shall be treated similarly for this purpose.
9. Special and Program Trips – Special trips are intended to mean sports trips, field trips, and other special event trips, program trips include advance scheduled team or group trips, such as bowling club, etc. Program trips may be assigned to one or more drivers on a repeat basis and are not covered by the rotational system set out in #10 below.
10. Equitable Assignment Program: All trips after school and during the day shall be posted on a weekly basis with the following information provided:
 - Date
 - Location
 - Time departing and returning
 - Activity
 - Point of departure

Each driver will sign up only for the trips he or she can and wants to drive. The driver with the most seniority and fewest number of extra run hours will be awarded the trip. Extra run hours will be tracked from time cards on a weekly basis.

Last minute trips will be assigned by the supervisor according to current practice.

The trip shall, therefore, be assigned according to the provisions of this section, based on seniority and accumulated extra run hours.

Drivers may choose to take five (5) extra run trips per school year, during which trips a substitute shall be assigned to that driver's regular run. In such cases, the rate of pay shall be the extra run trip rate. The order of selection for these runs shall be based on seniority.

11. Temporary Bus Run: In the event that the District finds it necessary to establish a temporary bus route, such route may be filled by a substitute driver at the discretion of the School District. If the route assignment continues more than twenty (20) school days, it will be deemed a regular run, and the driver will be selected in accordance with subsection 8 of this Article.
12. Summer runs for Special Needs Students shall first be offered to the driver(s) holding those runs during the school year. Should those drivers decline, the District will offer such runs, in turn, to other drivers in seniority order, as delineated in Section 8 of this Article, until the vacancy(ies) are filled.

B. All Employees

1. In the event of reductions in staff due to adoption of a contingency budget or changes in District transportation policy, seniority will prevail in retention and/or dismissal of personnel. Assignment of all personnel will remain the prerogative of the District.
 2. Temporary Salary Upgrade: Unit members, temporarily assigned by the Superintendent (due to illness or absence other than vacation of the incumbent) to a job title whose duties are compensated at a rate higher than their usual rate will be paid at the higher rate after five (5) consecutive workdays on the temporary assignment.
- C. Full-time (40-hour per week) secretaries will continue to be permitted to leave the premises one-half (1/2) hour before normal workday end on Fridays and the days immediately preceding a holiday.
- D. Eleven-Month Personnel – 12-Month Schedule: Eleven-month secretaries will work during the first two weeks of July and the ten workdays prior to the opening of school, unless the administrator and his/her secretary have set up another mutually agreed-upon schedule. The District will notify each such employee of the summer staffing schedule and the dates when they will report to work over the summer by June 1 of each year.
- E. In the event a secretary's position is changed from eleven months to twelve months, the employee holding that position will not lose any previously accrued benefits. The years of service spent as an eleven-month employee will be included for the purpose of calculating vacation.
- F. Uniform reimbursement allowance: The School District will reimburse all Food Service personnel up to the amount of \$80 per employee per year for the purchase of uniforms or

work clothing.

- G. Any unit member who is called in to perform work during hours which are not normal hours for that employee shall be paid a minimum of two (2) hours' pay. When building checks are assigned by the District, building checks are excluded.
- H. In April of each year, the Association and the District will agree upon the work calendar for ten- and eleven-month employees for the following school year.

ARTICLE VIII
Wage and Salary Provisions

Wages and Salary Increases. Beginning on July 1 of each year of the current Agreement, the hourly pay rates shall be increased as follows, unless otherwise provided in Article VIII, Section A:

2003-04 – 4.6% over the 2002-03 rate
2004-05 – 3.8% over the 2003-04 rate
2005-06 – 3.6% over the 2004-05 rate

A. Starting Rates

2003-2004

Bus Drivers	\$ 11.00 (per hour)
All Extra and Program Trips	\$ 11.00 (per hour)
Mechanics	\$ 12.69 (per hour)
Building Head Custodian	\$ 13.20 (per hour)
Building Custodian	\$ 8.44 (per hour)
Building Cleaner	\$ 8.32 (per hour)
Cook/Baker	\$ 7.94 (per hour)
Food Service Worker	\$ 6.80 (per hour)
Aides	\$ 7.47 (per hour)
AV Technician	\$ 10.11 (per hour)
School Nurse	\$ 13.00 (per hour)
Typist	\$ 8.61 (per hour)
Data Control Clerk	\$ 7.47 (per hour)
Bus Dispatcher	\$ 5.92 (per hour)
Monitor	\$ 6.90 (per hour)
Maintenance Mechanic	\$ 12.18 (per hour)
Grounds keeper	\$ 12.18 (per hour)
Computer Services Assistant	\$ 11.36 (per hour)
Permanent Substitute	\$ 90.00 (per day)

2004-2005

Bus Drivers	\$ 11.33 (per hour)
-------------	---------------------

All Extra and Program Trips	\$ 11.33 (per hour)
Mechanics	\$ 12.69 (per hour)
Building Head Custodian	\$ 13.20 (per hour)
Building Custodian	\$ 8.44 (per hour)
Building Cleaner	\$ 8.32 (per hour)
Cook/Baker	\$ 8.14 (per hour)
Food Service Worker	\$ 7.00 (per hour)
Aides	\$ 7.62 (per hour)
AV Technician	\$ 10.11 (per hour)
School Nurse	\$ 13.00 (per hour)
Typist	\$ 8.61 (per hour)
Data Control Clerk	\$ 7.47 (per hour)
Bus Dispatcher	\$ 5.92 (per hour)
Monitor	\$ 6.90 (per hour)
Maintenance Mechanic	\$ 12.18 (per hour)
Grounds keeper	\$ 12.18 (per hour)
Computer Services Assistant	\$ 11.36 (per hour)
Permanent Substitute	\$ 90.00 (per day)

2005-2006

Bus Drivers	\$ 11.67 (per hour)
All Extra and Program Trips	\$ 11.67 (per hour)
Mechanics	\$ 12.69 (per hour)
Building Head Custodian	\$ 13.20 (per hour)
Building Custodian	\$ 8.44 (per hour)
Building Cleaner	\$ 8.32 (per hour)
Cook/Baker	\$ 8.34 (per hour)
Food Service Worker	\$ 7.21 (per hour)
Aides	\$ 7.77 (per hour)
AV Technician	\$ 10.11 (per hour)
School Nurse	\$ 13.00 (per hour)
Typist	\$ 8.61 (per hour)
Data Control Clerk	\$ 7.49 (per hour)
Bus Dispatcher	\$ 5.92 (per hour)
Monitor	\$ 6.90 (per hour)
Maintenance Mechanic	\$ 12.18 (per hour)
Grounds keeper	\$ 12.18 (per hour)
Computer Services Assistant	\$ 11.36 (per hour)
Permanent Substitute	\$ 90.00 (per day)

A. Wage Rates

- **Bus Drivers**

For bus drivers with 20 or more years of credited service on 7/1/03, rate adjustments will be made of 55¢ per hour effective 7/1/03, 50¢ per hour effective 7/1/04, and 49¢ per hour

effective 7/1/05.

For bus drivers with 10 to 20 years of credited service on 7/1/03, rate adjustments will be made of 60¢ per hour effective 7/1/03, 52¢ per hour effective 7/1/04, and 51¢ per hour effective 7/1/05.

For bus drivers with less than 10 years of credited service, rate adjustments will be made of 65¢ per hour effective 7/1/03, 55¢ per hour effective 7/1/04, and 54¢ per hour effective 7/1/05.

- Food Service

For food service workers with less than 10 years of district service as of 7/1/03, rate adjustments will be made of 42¢ per hour effective 7/1/03, 37¢ per hour effective 7/1/04; and 35¢ per hour effective 7/1/05.

For food service workers with 10 years or more of district service as of 7/1/03, rate adjustments will be made of 33¢ per hour effective 7/1/03, 27¢ per hour effective 7/1/04, and 25¢ per hour effective 7/1/05.

Effective 7/1/03, the Elementary School Cook will have a rate of \$8.96 per hour plus the appropriate annual salary increase, as required by this Agreement.

- Cleaners

For cleaners not receiving shift differential as of 6/30/03, an adjustment effective 7/1/03 of 50¢ per hour will be added for the evening shift. This differential will only be paid for individuals while on the evening shift. This shift differential will be paid from time sheets.

For cleaners receiving evening shift differential as of 6/30/03, the amounts of the differential will be fixed and constant once a minimum of \$1.00 per hour differential is reached.

- Secretarial / Computer Services

Effective 7/1/03 the Elementary School Principal secretary's rate will be adjusted to \$12.63 per hour plus the appropriate annual salary increase as required by this Agreement.

Effective 7/1/03 the Computer Service Assistants' rate will be adjusted to \$15.00 per hour plus the appropriate annual salary increase as required by this Agreement. When the Computer Service Assistant acquires the Civil Service title of Senior Computer Service Assistant, \$1.00 per hour will be added to the hourly rate.

- Nurses

Effective 7/1/03 the current Elementary School Nurse will be placed at \$14.50 per hour plus the appropriate annual salary increase as required by this Agreement. Nurses will be paid stipends for additional duties (i.e. summer work).

A hiring matrix is agreed to, as follows:

Years of Experience	Hourly Rate
1 – 3	\$13.50
4 – 8	\$14.00
6 – 9	\$14.50
10 – 13	\$15.00

- Teacher Aide/Teacher Assistant

Salary 2003-2004:

- Teacher Aides will receive a 4.6% salary increase over the 2002- 2003 rate.

Salary 2004-2005:

- Effective July 1, 2004, Teacher Assistants' titles will be created. Level I Teacher Assistants will receive a salary increase of 3.8% over the 2003-2004 rate.
- If Teacher Assistant has passed the TASAS and successfully completed 6 semester hours of collegiate study towards BA/BS degree, employee will receive a salary increase of 3.8% over the 2003-2004 rate and \$1.60 per hour rate adjustment.
- If Teacher Assistant has passed the TASAS and successfully completed 18 semester hours of collegiate study towards BA/BS, employee will receive salary increase of 3.8% over the 2003-2004 rate plus \$2.40 per hour rate adjustment.

Salary 2005-2006:

- If Teacher Assistant is eligible for Level II Certification, employee will receive a salary increase of 3.6% over the 2004-2005 rate plus \$1.60 per hour rate adjustment.
- If Teacher Assistant is eligible for Level III Certification, employee will receive a salary increase of 3.6% over the 2004-2005 rate plus \$2.40 per hour rate adjustment.
- If Teacher Assistant is eligible for Pre-Professional Certification, employee will receive a salary increase of 3.6% over the 2004-2005 rate plus \$4.00 per hour rate adjustment.

B. Adjustments in Work Year for Staff Development and Supervisory Duties:

Three (3) Days (equivalent to normal work day) is required each year for staff development purposes. Secretaries, cleaners, custodians, groundskeepers, maintenance

mechanics are exempt from this provision.

D. Custodial/Cleaner Provision:

The parties agree that the District may appoint a part-time employee to provide custodial/cleaner services for eight-hour shifts each Saturday and Sunday. Full-time custodians/cleaners will be given first opportunity, on a rotating basis, to cover events needing custodial services beyond the eight-hour day weekend shift coverage. All Monday through Friday overtime will be first offered to full-time custodial staff on a rotating basis.

E. Staff Development Committees:

A number of joint job title committees will be formed as soon after the ratification of this Agreement as is practical. The charge of the committees shall be to review the contractual staff development program as it now applies to specific job titles and to recommend any improvements to the Superintendent and the Association for consideration. The committees shall include administrative representatives and association members who have similar requirements under the current staff development language. Nothing in this Agreement requires the inclusion of all job titles in the work of the committees.

F. Basis for Payment for Ten-Month Positions within Unit:

The basis of payment for the 2003-2004 school year and thereafter is based upon the student calendar, plus paid holidays plus required staff development days and any other required training (ie. Bus Driver 2-hour refresher courses). An employee is not guaranteed that he/she will work the exact number of hours or days listed below as he/she may resign, retire, be terminated, suspended, leave of absence, or there may be other deductions from hours of work taken through the school year.

G. Eligibility for Pay Increases:

Effective July 1, 1995, each unit employee hired between July 1 and December 31 of a given school year is eligible for the pay increase effective July 1 of the year following the year in which he/she is appointed. Each unit member hired between January 1 and June 30 of a given school year is eligible for the pay increase effective the second July 1 after he/she is appointed.

Only unit members employed by the District as of the ratification date of this contract are eligible for any wages and benefits included in this contract.

H. Longevity Pay:

One-time payments will be made to unit members on an annual basis in December according to the following schedule:

<u>Completed Years</u>	
15 – 24 years	\$150.00
25 years or greater	\$200.00

I. Peripheral Rates:

When chaperoning/supervising extracurricular activities unit members will be paid \$11.00

per hour for the responsibility.

- J. Release Time:
The Superintendent and Association Officers will discuss approved release time for Association and District business.

ARTICLE IX **Negotiation Procedures**

- A. Commencement of Negotiations
During the last school year of the term of this Agreement, negotiation toward a successor agreement shall commence on or about March 15 (unless postponed by mutual agreement) with a first meeting between the negotiating representatives of the parties. At the first meeting, each party shall deliver to the other its complete proposals for change in the successor agreement.
- B. Process
During the negotiations process, the representatives of both parties shall be clothed with all necessary authority, and the parties shall each be free to utilize outside consultants, representatives, or other assistance as they deem appropriate. The parties further agree to make available to each other all non-privileged and relevant data and information relating to matters in the bargaining process, upon reasonable request.
- C. Binding Agreement
This Agreement may not be modified by the parties except by an instrument in writing signed by both parties. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter covered by this Agreement, and any other matter whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE X **Grievance Procedure**

- A. Definitions
A "Grievance" is a claim by a unit member or the unit, based upon interpretation, application, or alleged violation of the terms of this Agreement.
- An "Aggrieved Person" is the unit member or the unit making the claim.
- A "Party in Interest" is the unit member, or members, making the claim, and any person, including the Association or Superintendent, who might be required to take action, or against whom action might be taken in order to resolve the claim.
- Timely Grievance – A "Grievance" shall only be processed and considered timely if the

pre-grievance presentation (Sec. C. 3) occurs within twenty school days of the event, occurrence, decision, or interpretation sought to be challenged or questioned by the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of disputes which may, from time to time, arise affecting unit members. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits – The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. However, if a decision at any stage or the initial pre-grievance conference is not appealed or held within the time limit specified, the grievance will be deemed to be discontinued, and any further appeal barred absolutely.
2. Year End Grievances – In the event a grievance is filed at such time that it cannot be processed to resolution or process exhaustion by the end of the school year and which, if left unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the time limits set forth herein may be reduced by agreement so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. Level One – Principal or Immediate Supervisor – Pre-Grievance Discussion – An employee with a potential grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the unit's designated representative, in an effort to resolve the matter informally. The principal or supervisor shall, within five (5) working days of the discussion, deliver a written disposition of the matter to the grievant.
4. Level Two – Superintendent - If the grievant is not satisfied with the disposition of his grievance at Level One (Pre-Grievance level), or if no decision has been rendered within five (5) school days after the presentation of the pre-grievance, he/she may file the grievance in writing with the Association's Grievance Committee. Within five (5) school days after receiving the written grievance, the Association Grievance Committee shall refer it to the Superintendent of Schools, or determine not to process the claim.
5. Superintendent's Hearing – Within ten (10) school days after receipt by the Superintendent of a timely filed grievance, he/she shall schedule, on notice to the Association and the administrator(s) involved, a hearing to examine the matter. The Association will be permitted to produce and examine witnesses and documents, and to file briefs and arguments at, and in support of, such hearing. Within ten (10) school days after the hearing, the Superintendent shall write and deliver to the chairman of the Association's Grievance Committee his/her determination of the matter.
6. Level Three – Full Board Review Hearing – If the grievant is not satisfied with

the disposition of his/her grievance after the Level Two determination, or if no decision has been rendered within ten (10) school days after the grievance was heard by the Superintendent, the grievant may, within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was heard by the Superintendent (whichever is sooner), request in writing that the Grievance Committee submit the grievance to a full hearing by the Board of Education. If the Association's Grievance Committee determines that the grievance is meritorious, it may file a written demand for a Board of Education hearing within ten (10) school days after the receipt of a written request by the grievant.

7. Board of Education Hearing – The Clerk of the Board shall schedule the Board hearing upon receipt of a timely written demand from the Association's Grievance Committee for a time within fifteen (15) school days of the date of the demand. At the hearing, the Associations' Grievance Committee chairman and the Superintendent, or the grievant's immediate supervisor shall present, with the aid of such attorneys or representatives as they shall select, their respective cases, including witnesses, exhibits, and documentary evidence. The parties shall have three (3) school days following the hearing to submit any briefs or memoranda. The Board shall decide the matter, and the Clerk shall file the Board's written, final, and binding decision and determination within fifteen (15) school days after the date of the hearing.

D. Rights of Employee to Representation

Employee and Association – Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative(s) selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Reprisals – No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

Group Grievance – If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

Written Decisions – Decisions rendered at Level One, and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

Separate Grievance File – All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE XI
Association Rights and Privileges

- A. **Incidental Use of Equipment**
When such equipment is not otherwise in use and at reasonable times, after approval of the Superintendent, the Association, after paying the reasonable and actual cost of materials and supplies incident to such use, will be permitted reasonable access, for its own use, of District-owned typewriters, calculators, and duplicating equipment.
- B. **Incidental Use of Facilities**
The Association may, from time to time, make reasonable use of the District inter-school mail facilities and school mailboxes for the distribution of Association materials, notices, and the like to its membership.
- C. **Bulletin Board**
The Association will be permitted use of an identified bulletin board space in each school building for the posting of Association notices and announcements.

ARTICLE XII
Employment Relationship

- A. **Duties of Non-Certified Personnel**
The duties of non-certified personnel shall be primarily support duties within the School District. In the absence of an emergency, non-certified employees can reasonably expect not to be required to perform duties requiring licenses or certificates not possessed by them.
- B. **Salary Level**
Each employee shall be notified of his/her salary level at the beginning of each school year.
- C. **Resignation**
 - 1. Two weeks' written notice is required for resignation.
 - 2. Accrued vacation time shall be paid, unless two weeks' written notice has not been given.
 - 3. If the full two weeks' notice is not given, accrued vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten

(10) full working days shall be used in calculating the amount of notice required of the resigning employee.

D. Seniority and Job Security

1. "Seniority" is defined as continuous service by an appointed employee with the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns, or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.
2. In the event of a work location or job title reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employee shall be laid off in inverse order of seniority of the employees in the department or job title.
3. In the event that, within one year from the date of his/her layoff, a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid off, or in a lesser classification in the same line of work in the job title or department, a laid-off employee shall be entitled to recall thereto in the order of his/her job title of departmental seniority.
4. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within five (5) workdays from receipt of such notice of recall, the employee shall notify the Supervisor of the department involved, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report to work within ten (10) business days from the date he/she receives the recall notice, or within such period of time as is set forth in a written extension of time signed by the supervisor of the department or his/her designee. In the event he/she fails to report to work, he/she shall forfeit all his/her seniority and all rights to recall.

E. Applications for Job Openings

Unit members are encouraged to apply to fill vacancies within the bargaining unit. Notices of openings will be posted, except for temporary or emergency assignment, to permit reasonable opportunity for applications to be filed for such vacancy by unit members. Unit members who wish to be considered for any vacancies occurring over the summer recess must file a letter with the Superintendent indicating their areas of interest before the summer recess period begins. Unit members who are unsuccessful applicants for positions will, upon their request, be granted an explanatory interview with the Superintendent or administrator responsible for filling the position.

F. Involuntary Transfer or Reassignment

An involuntary transfer, or reassignment, shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be

notified of the reason therefore. In the meeting, upon request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

G. Voluntary Transfer or Reassignment

Employees who wish to transfer to another building or department may file a written statement of such request with the Superintendent, indicating the school or schools or job title to which he/she desires to be transferred in order of preference. Such requests for transfers or reassignments for the following year shall be submitted not later than June 30.

H. Performance Quality Conference

Each unit member shall, at least once each year, have a performance quality conference with his or her supervisor. At that conference, discussion will be had, and the conference will review the unit member's work performance including, but not limited to, work habits, punctuality, attendance record, quality and safety of work product, attitudes, and co-worker relations. The Performance Quality Conference may be held at the work site or in the supervisor's office, or at both locations. Within ten (10) days after the Performance Quality Conference, the supervisor will file a written summary of the conference in the unit member's file, and a copy will be given to the unit member.

The supervisor may hold, at his or her discretion, up to three (3) such PQC's. The written summary of PQC shall be deemed to be the employee's annual performance appraisal for all purposes, and shall include these elements, as appropriate:

1. Strengths of the employee as evidenced during the period since the previous report;
2. Weaknesses of the employee as evidenced during the period since the previous report; and
3. Specific direction as to measures which the employee should take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

I. Personnel Records

A unit member shall have the right, upon reasonable request in advance, to review the contents of the personnel file and to make copies of any documents contained therein, except that confidential information, such as employment references, are not subject to employee access. The unit employee shall be entitled to have a representative accompany him/her during such review. The District may, likewise, have a representative present while the employee inspects the contents. No derogatory material shall be placed in a unit member's personnel file without the knowledge of the unit member, shown by his or her initials or signature, indicating receipt of a copy. The unit member may enter a written and dated reply by way of statement, which is to be attached to the material and which is to go in the file.

The District may place many routine items in the personnel file, such as records with regard to leave, vacations, and the like, which do not require notice to the unit member as to their being placed in the personnel file.

J. Employee Protection

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
2. The District will reimburse unit members for damaged or destroyed personal property of the unit member where:
 - a. the property was damaged or destroyed in the absence of negligence on the part of the unit member; and
 - b. the property was used in the service of the District, at the District's request; or
 - c. the property in question is clothing or a prosthetic device worn by the unit member during the performance of his duties, is due to an assault.
3. Indemnity – The parties acknowledge their awareness of, and continuing intent to, comply with Education Law, Section 3028.
4. School Nurse Accessibility – Scheduled duty hours of building nurses will be posted on a bulletin board in each building, together with telephone numbers of ambulances, etc., for alternate first aid plans.

ARTICLE XIII
Dues Deduction

- A. The District agrees to deduct from the salaries of unit members dues for the Bloomfield Support Personnel Association and its affiliates as said unit members individually, voluntarily, and in writing, authorize the District to deduct. Said monies, together with current records of any corrections, shall be transmitted to such person as may, from time to time, be designated by the Bloomfield Support Personnel Association, by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disperse such monies to the appropriate association or associations.
- B. The Association named above shall certify to the Superintendent, in writing, the current rate of its membership dues.

ARTICLE XIV
Duration

The Agreement shall be effective from July 1, 2003 until June 30, 2006.

For the District:

Frederick A. Wille
Frederick Wille
Superintendent of Schools

10/23/03
Date

For the Association:

Debra J. Meek
Debra Meek
Co-President

October 22, 2003
Date

Susan K. Johnson
Susan Johnson
Co-President

Oct. 22, 2003
Date

MEMORANDUM OF AGREEMENT

THIS AGREEMENT IS MADE BETWEEN THE SUPERINTENDENT OF THE BLOOMFIELD CENTRAL SCHOOL DISTRICT (HEREINAFTER "SUPERINTENDENT"), AND THE BLOOMFIELD SUPPORT PERSONNEL ASSOCIATION (HEREINAFTER "ASSOCIATION").

WHEREAS, effective 7/1/03, the Middle High School Cook will have a rate of \$8.50 plus the appropriate annual salary increase, as required by this BSPA Agreement dated July 1, 2003 – June 30, 2006.

WHEREAS, the parties have met informally on the issue on October 22, 2003, and

NOW, THEREFORE, THE PARTIES AGREE, AS FOLLOWS:

1. That effective 7/1/03, the Middle High School Cook will have a rate of \$8.50 plus the appropriate annual salary increase.

FOR THE ASSOCIATION

FOR THE DISTRICT

Debra J. Meek
Debra Meek, Co-President

Frederick A. Wille
Frederick A. Wille, Superintendent

Date: Oct. 22, 2003

Date: 10/23/03

Susan Johnson
Susan Johnson, Co-President

Date: Oct 22, 2003