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AGREEMENT

BETWEEN

BRUSHTON-MOIRA SCHOOL BOARD OF EDUCATION

AND

BRUSHTON-MOIRA SUPPORT STAFFS' ASSOCIATION

July 1, 2008 ~ June 30, 2011

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86
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88
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90
91
92
93
94
95
96
97
98
99
100

TABLE OF CONTENTS

	PAGE
PREAMBLE.....	1
ARTICLE	
I Recognition.....	2
II Savings and Separability Clause.....	2
III Declaration of Pledge of No Strike Policy.....	2
IV Non-Discrimination Clause.....	3
V Negotiation Procedures.....	3
VI Grievance Procedure.....	4
VII Leave of Absence.....	8
VIII Vacancies.....	11
IX Seniority Within A Department.....	12
X Layoffs.....	12
XI Extra Work Within Job Classification.....	13
XII Termination of Employment By Employee.....	14
XIII Discipline of Employees.....	14
XIV Vacations - Twelve Month Employees.....	15
XV Health and Welfare.....	16
XVI Work Year and Day.....	17
XVII Association Days.....	17
XVIII Dues and Payroll Deductions.....	18
XIX Resumption of Work After Holiday and Vacation Periods.....	18
XX Compensation.....	18
XXI Miscellaneous Provisions.....	19

TABLE OF CONTENTS - CONTINUED

ARTICLE		PAGE
XXII	Legislative Action.....	20
XXIII	Duration of Agreement.....	20
XXIV	Labor Management Committee.....	20
Appendix A-1	Salary Schedule – 2008-09.....	21
Appendix A-2	Salary Schedule – 2009-10.....	22
Appendix A-3	Salary Schedule – 2010-11.....	23
Appendix B	Salary Rider.....	24
<u>Memoranda</u>		
Appendix C	Transportation.....	25
Appendix D	Snow Removal.....	26
Appendix E	Extra Work Within the Food Service Program.....	28
Appendix F	NYSERS Section 75-i.....	29
Appendix G	Transportation Supervisor’s Driving.....	30
M.O.U.	Health Insurance.....	31
Signature Page.....		38

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase the effective and harmonious working relationships between the Brushton-Moira Central School Board of Education (hereinafter referred to as the "Board"), and its non-teaching bargaining unit members represented by the Brushton-Moira Support Staffs' Association (hereinafter referred to as the "Association"), to enable the non-teaching bargaining unit members more fully to participate in and contribute to the development of policies for the school District so that the cause of public education may best be served in Brushton-Moira Central School, THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____, by and between the Board and the Association.

ARTICLE I - RECOGNITION

- A. The Brushton-Moira Central School Board of Education, having determined that the Brushton-Moira Support Staffs' Association is supported by a majority of the bargaining unit members composed of all non-teaching personnel, hereby recognizes the Brushton-Moira Support Staffs' Association as the exclusive negotiating agent for the bargaining unit members in such unit. The positions of Transportation Supervisor, School Registered Nurse, Cafeteria Manager, Chief of Maintenance, and Secretary to the Superintendent shall be excluded from the bargaining unit. Such recognition shall extend until one hundred twenty days prior to annual meeting date in 1980 and for successive periods of two years thereafter. The Board agrees not to negotiate with any other organization other than the Association for the duration of the Agreement.

ARTICLE II - SAVINGS AND SEPARABILITY CLAUSE

- A. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE III - DECLARATION OF PLEDGE OF NO STRIKE POLICY

- A. In compliance with the provisions of the Public Employees' Fair Employment Act and in consideration of the recognition by the Board and the Association as the sole and exclusive bargaining representative of the bargaining unit members, the Association does hereby affirm a policy that it does not assert the right to strike against the Board nor will it assist in or participate in any such strike by the bargaining unit members, or will it impose any obligation on said bargaining unit members to conduct, assist, or participate in a strike.

ARTICLE IV - NON-DISCRIMINATION CLAUSE

- A. The Board and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex or national origin, nor will they limit, segregate, or classify bargaining unit members in any way to deprive any individual bargaining unit member of employment opportunities because of race, color, religion, sex, national origin or age.
- B. The Board and the Association agree that there shall be no discrimination by the Board or the Association against any bargaining unit member because of his or her membership in the Union or because of any bargaining unit member's lawful activity and/or support of the Association.

ARTICLE V - NEGOTIATION PROCEDURES

- A. Date, time and place for meetings should be agreeable to both negotiating teams.
 - 1. Meetings should be closed and private and no discussions of the meetings should be made public nor released to news media until final contract has been executed.
 - 2. Meetings should not be the same night as Board meetings, and should not be over three hours in length.
 - 3. The designated date, time and place and purpose of the next meeting should be set during each meeting.
- B. To establish effective authority of both negotiating teams to reach agreement:
 - 1. Members of both teams should remain the same for the school year, if possible, with each team allowed to have one alternate present at each meeting.
 - 2. Each team will notify the other as to the name of its spokesperson and secretary within five days prior to meeting.
 - 3. Prior to each meeting, each team will designate its spokesperson.
 - 4. Written communications between the two negotiating teams will be sent to the chairperson.
- C. Negotiable items are items which deal with any term or condition of employment.
- D. Negotiating procedures:
 - 1. Both parties reserve the right to use experts and consultants to speak only at the discretion of the spokesperson.

2. Both parties reserve the right to caucus for a reasonable length of time.
 3. If an exchange of proposals takes place, both teams will make the exchange on the same date.
 4. If a given proposal cannot be resolved between the two groups, this proposal should be negotiated at the next meeting.
 5. Right is reserved to reopen negotiations for unexpected problems.
- E. Impasse Procedure
1. Impasse will be deemed a situation in which the negotiations have failed to provide an acceptable agreement, after reasonable negotiations.
 2. Either party may request that the Public Employment Relations Board assist in the resolution of their differences in accordance with the provisions of Section 209, Article XIV, of the Civil Service Law.

ARTICLE VI - GRIEVANCE PROCEDURE

Section I - Definitions:

- A. A grievance is defined as a complaint by a bargaining unit member or group of bargaining unit members based upon an alleged violation of or variation from the provisions of this agreement or the interpretation or application thereof.
- B. Supervisor shall mean any principal, assistant principal, immediate supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.
- C. The Chief School Officer is the Superintendent of Schools.
- D. Association shall mean Brushton-Moira Support Staffs' Association.
- E. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- F. Party In Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- G. Grievance Committee is the committee created and constituted by the Association.
- H. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on a grievance hereunder.
- I. Board shall mean the Brushton-Moira Board of Education.

Section II - Procedures:

- A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when, and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the bargaining unit member and Association.
- C. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment or at such a time as to in no way interfere with the regular operation of the school.
- D. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents and records concerning the alleged grievance.
- E. Except as otherwise provided, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and call witnesses on his or her own behalf, and to be furnished with a copy of any minutes of proceedings made at every stage of this grievance procedure.
- F. No interference, coercion, restraint or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any member of the grievance committee by reason of such grievance or participation therein.
- G. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations will be jointly developed by the Board and the Association.
- H. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- I. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and the District and shall, in all respects be final, but such adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- J. If any provision of this grievance procedure or any application thereof to any bargaining unit member or group of bargaining unit members in the negotiating unit shall be finally determined by a court to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications will continue in full force or effect.
- K. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and/or notes of testimony, written arguments and briefs presented at all levels and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings at all stages. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within three days after the conclusion of hearings.
- L. The existence of the procedure hereby established shall not be deemed to require any bargaining unit member to pursue the remedies here provided and shall not impair or limit the right of any bargaining unit member to pursue any other remedies available in any other forum.

Section III - Time Limits:

- A. Grievances shall be processed as rapidly as possible. The time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within thirty (30) school days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- E. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section IV - Grievance Stages:

Stage 1: Supervisor

- A. Before the grievant files a grievance in writing, he will attempt to resolve it informally with his immediate supervisor. The grievant will have the obligation, if questioned by the supervisor, to inform his supervisor that he is initiating the informal stage of the grievance

procedure. A bargaining unit member having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the bargaining unit member submits the grievance through a representative, the bargaining unit member may be present during the discussion of the grievance.

- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within three (3) school days after the written grievance is presented to him, the supervisor shall, without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing and present it to the bargaining unit member, his representative and the Association.

Stage 2: Chief Executive Officer

- A. If the bargaining unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the bargaining unit member shall, within ten (10) school days, present the grievance to the Association's Grievance Committee for its consideration.
- B. If the Grievance Committee determines that the bargaining unit member has a meritorious grievance, it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the bargaining unit member has received such written decision. Copies of the written decision of Stage 1 shall be submitted with the grievance.
- C. Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the bargaining unit member and the Grievance Committee or its representative and all other parties in interest.
- D. The Chief Executive Officer shall render a decision in writing to the bargaining unit member, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

Stage 3: Board of Education

- A. If the bargaining unit member and the Association are not satisfied with the decision at Stage 2, the Grievance Committee shall file an appeal in writing with the Board within ten (10) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board.
- B. Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- C. Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance.

Stage 4: Arbitration

- A. After such hearing, if the bargaining unit member and/or the Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Stage 3.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will try to agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will seek a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue his decision no later than fourteen (14) calendar days from date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions of the issues.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE VII - LEAVE OF ABSENCE

- A. Sick and Personal Leave
 1. Except for the first year of employment, there will be a total of fifteen (15) days leave granted each ten-month bargaining unit member and seventeen (17) days granted each twelve-month bargaining unit member per year for all purposes. Leave not used will be accumulated to a total of 180 days for ten (10) month bargaining unit members and 200 days for twelve (12) month bargaining unit members. Effective upon the date this agreement is signed, not more than four (4) days leave per bargaining unit member will be taken in any school year for personal reasons. No more than three bargaining unit members may take personal leave on the same day. Should more than three bargaining unit members request personal leave on the same day, the Association shall determine which bargaining unit members may take the day. During the first year of employment, a bargaining

unit member will receive one (1) leave day per month worked. Subsequently, the bargaining unit member will be credited with the proper amount of leave at the beginning of each school year.

- a. Part-time bargaining unit members who work four hours or less will receive the same leave benefits as other bargaining unit members and their entitled days will be equal to their work days.
- b. Leave shall also be available to bargaining unit members for illness in the family of his or her husband, wife, or children.
- c. The maximum leave as set forth in this provision may be increased at the discretion of the Board.
- d. Each bargaining unit member shall receive with the last check in June a statement of the amount of leave the bargaining unit member has accumulated.
- e. Ten (10) month bargaining unit members who are employed by the District for summer work of any kind will carry over sick leave to be used for personal and family illness with doctor's excuse after two (2) or more days and bereavement for immediate family only. All sick leave taken will be deducted from the bargaining unit members' accumulated sick leave during such summer work.

B. Sick Leave Bank

A sick leave bank will be established as follows:

1. The bargaining unit members shall contribute toward the establishment of a 250 day sick leave pool. The days left in the pool at the conclusion of the 1982-83 year will remain in the pool.
2. Each September, the bargaining unit members may contribute an amount to replenish the 250 day pool. Any bargaining unit member may contribute as many days as he or she chooses for this purpose.
3. To become eligible for the use of the pool, a bargaining unit member must have exhausted all of his/her leave. There will be a limit of 250 days per bargaining unit member unless a bargaining unit member has returned to work for one year or unless the new request is for an unrelated sickness or accident. A joint committee composed of three bargaining unit members and no more than three administrators and/or Board members shall administer the pool. The granting or denial of leave from the sick leave bank is not subject to the grievance procedure.

C. Child Rearing Leave

1. Upon request, a bargaining unit member shall be granted a one-year child rearing leave. The bargaining unit member may request a second year of leave from the board. Such leave will be without pay.

2. Unpaid child rearing leave will not be counted for vertical advancement on the salary schedule unless one half year or more of service has been rendered during any school year.
3. A bargaining unit member, upon returning to work, will return to the previous position held if such position exists, unless through mutual agreement, the bargaining unit member and Superintendent of Schools agree upon another position.

D. Jury Duty

1. A bargaining unit member called for jury duty will receive the difference between jury compensation and his/her regular salary for each day for which he/she is paid as a juror. The bargaining unit members will notify the Superintendent of Schools of the assignment to jury duty in advance. Bargaining unit members required to serve the jury only in the morning will report for work in the afternoon. Bargaining unit members required to serve on the jury in the afternoon will report for work in the morning.
2. The bargaining unit member will have the option of submitting juror's compensation to the District or having an equivalent amount deducted from his/her salary.

E. Approved Conferences

1. Paid leave for conferences will be approved on an individual basis at the Board's discretion. All requests should be sent to Supervisors, then Administration and finally to the Board.
2. The time approved for these conferences shall not be taken from other leave nor deducted from salary.
3. The school District will provide a bus for all bus drivers required to take the Basic School Bus Driver Training 20-hour course which is mandated by New York State for all new drivers or will allow each driver mileage for personal car use. Unit members shall make an effort to car pool.
4. Mileage will be reimbursed at the established district rate.

- F. Three (3) days of bereavement leave will be granted to bargaining unit members in the case of the death of a member of the bargaining unit member's immediate family or of a close relative.

ARTICLE VIII - VACANCIES

- A. When a vacancy becomes available, first consideration shall be given to the bargaining unit member(s) within the department who are qualified to the Board's satisfaction, and in the order of seniority, then other department personnel applying shall be considered before other applicants are considered.
- B. When a vacancy becomes available, bargaining unit members will not be involuntarily transferred to the position. (This does not apply to reduction in staff). Bargaining unit members transferring from part-time to full-time positions within the same departments, shall be granted equivalent salary rights.

Example: A four (4) hour part-time bargaining unit member with eight (8) years of service would be placed on Step 4 on the salary schedule within the same department.

- C. Full-time bargaining unit members transferring within their department will maintain their full salary rights excluding riders.
- D. Upon becoming full-time bargaining unit members, they will be given prorated credit for the number of leave days accumulated.

Example: Four (4) hour bargaining unit member with 50 accumulated leave days would be eligible for 25 leave days as a full-time bargaining unit member.

- E. Bargaining unit members hired to fill a vacancy shall be notified in writing by the Board by the end of the fifth (5th) working day after Board action.
- F. All vacancies shall be filled within sixty (60) working days, except in the case of a new bargaining unit member, unless the Board abolishes the position.
- G. The District will post a notice when a vacancy becomes available. Other positions which become available because of the initial vacancy being filled, a domino effect, will not be posted. Remaining bargaining unit members in a department will be asked to initial a sign off sheet whether or not they desire vacancies caused by the domino effect.

Should a vacancy remain in a department, posting will take place allowing other district employees and new applicants to apply. Posting will occur in the high school, grade school and bus garage.

ARTICLE IX - SENIORITY WITHIN A DEPARTMENT

- A. For bargaining unit members who are assigned to more than one department, the following will be used to determine seniority:
 - 1. The total number of hours within each department will be determined.
 - 2. Those total hours will be divided by eight. The figure obtained will be the total number of days of department seniority for such bargaining unit members.
 - 3. Only work performed by bargaining unit members while members of the bargaining unit will be credited toward seniority. Substitute work does not count toward seniority credit.
- B. Seniority rights will be held only by bargaining unit members presently working within a department. Example (1): A bargaining unit member who worked in a department for ten (10) years and who voluntarily left that department two years ago does not hold any seniority rights within that department. Example (2): Bargaining unit members working one (1) hour (more or less) will accumulate seniority rights within that department. Example (3): it is possible that a bargaining unit member may possess seniority rights within more than one department.
- C. Bidding rights will be based on departmental seniority.
- D. The use of seniority for bumping rights within a department will be available only in situations where layoffs take place.
- E. Should a conflict develop in a situation between two (2) bargaining unit members working in two different departments such that one bargaining unit member has more seniority in one department and the other more seniority in the second department, the bargaining unit member with greatest District seniority shall have seniority preference.

ARTICLE X - LAYOFFS

- A. If layoffs become necessary, the Superintendent of Schools will notify the president of the Support Staffs' Association of the positions affected at least two (2) weeks prior to layoff.
- B. In the event of a layoff, it will be done on a seniority basis within the department(s). When special qualifications are required by the bargaining unit member in that job classification, the special qualifications will be determined by the C.S.O. and the Board of Education.

ARTICLE XI - EXTRA WORK WITHIN JOB CLASSIFICATION

- A. Extra work is bargaining unit work that does not have a regularly scheduled employee assigned or work resulting from the absence of a regularly scheduled employee.

Extra work within any classification, if available, will be offered to the bargaining unit members within that classification on a seniority basis and compensation will be at the rate provided in this agreement.

Extra work assignments developing when an employee is absent will be offered to the employees within that classification on a seniority basis. To be eligible for said work, an employee must be available for the entire time slot within each classification.

However, student work study and community volunteer programs are exempt from this provision, provided that the Association receives prior notification.

- B. Bargaining unit members who work over forty (40) hours per week will have the option of electing either payment at time-and-one-half or compensatory time off at time-and-one-half.
- C. Bargaining unit members who work more than their regular schedule, but less than forty (40) hour per week, will be compensated at the rate provided in this Agreement.
- D. Effective upon the date of signing of this Agreement, bargaining unit members working ball games (selling and taking tickets) will be paid \$22.50 per ball game.
- E. If a driver is working in another classification and a substitute is required for a run at mid-day or a 3:30 p.m. run, said driver shall have the right to substitute for the above runs.
- F. Extra Bus Runs and Filling Driver Vacancies:
1. All extra runs, except regular contract runs or special short trips (e.g. transporting students between schools, or for religious education, or field trips within the district, etc.) that could be covered by drivers during their regular working hours, will be assigned in conjunction with ARTICLE XI (A) on a rotating basis. It is furthermore understood that any incidental overtime resulting from unexpected circumstances, will not be considered an extra run for purposes of rotation.
 2. Drivers who pass up an extra run forfeit their turn until the next time around.
 3. Temporary driver vacancies (e.g. due to a leave of absence) will be filled on a seniority basis. Those who pass up the temporary vacancy should initial a sign-off sheet maintained by the transportation supervisor. The last position available as a result of the above, may be filled by a substitute.
 4. Official vacancies will be filled according to ARTICLE VIII of the contract.

- G. For incidental driving over forty (40) hours per week, compensation shall be at the rate of time-and-one-half of the hourly rate for driving time and upon signing of this Agreement the driver's hourly rate to a maximum of \$10.50 per hour for down time. A minimum of two (2) hours driving time shall be guaranteed.
- H. The administration shall determine the amount of time required for snow removal. Snow removal shall be subject to the terms of the Memorandum of Understanding, dated December 21, 1989, attached as Appendix D.
- I. Special cases involving handicapped children attending private or state schools shall be allowed to utilize transportation facilities other than district owned and operated transportation.
- J.
 - 1. The District shall have the right to assign to non-bargaining unit persons trips in which one (1) school minivan or one (1) school sport utility vehicle is used to transport five or fewer students. However, said person may not be paid extra for said driving.
 - 2. District students may be transported to special events on buses from other districts for a maximum of five trips per year. Such trips beyond five in a year are subject to discussion with the Association.

ARTICLE XII - TERMINATION OF EMPLOYMENT BY EMPLOYEE

- A. Each bargaining unit member will give a fourteen (14) day notice to the Superintendent of Schools whenever he/she severs employment with the school District. This notice of job separation should be strictly adhered to.

ARTICLE XIII - DISCIPLINE OF EMPLOYEES

- A. The District shall not discharge, or suspend for more than one day, any bargaining unit member without just cause. The District must immediately notify the bargaining unit member(s) in writing of the discharge or suspension and the reason for such action. A copy of the notice shall also be given to the Association.
- B. Should it be proved that an injustice has been done, a discharged or suspended bargaining unit member shall be fully reinstated in position and compensated at usual rate of pay for lost work opportunity. If the Board and the Association are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure set forth in this Agreement.
- C. Any bargaining unit member who leaves the employment of the District will be paid on a pro-rated basis for hours worked.

- D. Suspension not to exceed one day may be enforced by a building principal or the Superintendent of Schools. Such suspension shall be preceded by a written warning at least one day in advance, except in extreme or emergency circumstances as determined by the Administrator. Any dispute over the application of this paragraph shall be resolved by the Board of Education. Actions taken within the context of this paragraph shall not be subject to just cause language of A above.

ARTICLE XIV - VACATIONS - TWELVE MONTH EMPLOYEES

- A. Vacation leave will be earned in accordance with the following:
1. Two (2) weeks vacation for up to seven (7) years of service.
 2. Three (3) weeks vacation from eight (8) through fourteen (14) years of service.
 3. Four (4) weeks of vacation after fourteen (14) years of service.
- B. Vacation will be taken at the discretion of bargaining unit members within a department. In the event the Superintendent of Schools determines a limit to the number of bargaining unit members who may be on vacation within a department at the same time, any vacation conflict caused by such limitation will be resolved on a seniority basis.
- C. The Superintendent of Schools will have available, in the appropriate school office, a vacation schedule where bargaining unit members may schedule their vacation prior to the close of school in June.
- Vacations not scheduled prior to the closing of school in June will be scheduled on a first come first served basis with no consideration of seniority.
- D. Bargaining unit members may be allowed to re-schedule vacations provided one week's notice is given. In a case of extenuating circumstances, less than one week's notice may be accepted if approved by the Superintendent of Schools.
- E. Vacations may be scheduled weekly and/or daily.
- F. All vacation time must be used during the following year and will not be allowed to accumulate.
- G. If a holiday falls within an bargaining unit member's vacation period, it shall not be counted as part of such vacation period.
- H. The compensation for earned vacation time is included in the salary schedule which is part of this agreement. The annual salary has been determined by the number of hours scheduled to be worked by the bargaining unit member. Credited leave time will be included.

ARTICLE XV ~ HEALTH AND WELFARE

- A. The Board will pay 100% of the health insurance plan (Blue Cross-Blue Shield and Equitable) elected by the bargaining unit member during employment with the District. If the bargaining unit member retires from District service, the District will continue payment of health insurance premiums. In the event the District changes the plan, such new plan will be equal or better than the current plan.
- B. The District will contribute as required by law to the New York State Employee's Retirement's 1/60th plan.
- C. Upon retirement, each full-time bargaining unit member shall receive the following for unused sick leave.

<u>Unused Balance</u>	<u>Rate for all Days</u>
1-75	\$12.00
1-130	\$20.00
1-180 (10-month employee)	\$40.00
1-200 (12-month employee)	\$40.00

Part-time bargaining unit members shall receive said payments on a pro-rata basis.

- D. Bargaining unit members whose eye glasses are broken or destroyed while employed within the scope of their employment will have repairs or replacements reimbursed in full by the Board, unless the damage to glasses results from employee negligence or normal wear.
- E. Bargaining unit members are eligible for health insurance in retirement after serving nine (9) years of non-consecutive service with the District. Bargaining unit members who are age 55 or older on June 21, 2010 have no year of service requirement for health insurance in retirement.
- F. The Association agrees to allow unit members whose spouses
 - 1. are not employed by the District, and
 - 2. have comparable or superior coverage, and
 - 3. are not eligible for "Super" family coverage within the F.E.H. Insurance Consortium.

to opt out of the District's Health Plan in return for an annual buy-out compensation of \$1800, to be paid in two installments of \$900 each, the first in December, and the second in June of each year. Members must apply annually to the Business Office for payment in lieu of coverage. For married employees, the application shall include the signature of the spouse of the unit member, indicating awareness and approval of the application. Applications shall be for the period July 1 through June 30, and must be submitted by June 20.

In for any reason, the employee is no longer covered by the spouse's health insurance policy (e.g. death of spouse, divorce, spouse becomes unemployed, etc.), the District agrees to cover the Brushton-Moira Central School District employee and his/her dependents immediately under the District's Health Plan, waiving any waiting period. Absent such an event, reinstatement is available only at the open enrollment date of July 1. Preexisting conditions will be covered with no waiting period.

Employees in their final year of employment can exercise the buy-out for less than the full year. They will be covered by the District's Health Plan immediately after applying for reinstatement, but must do so prior to the Plan's last open enrollment date before their retirement.

It is understood that any buy-out compensation would be prorated.

ARTICLE XVI - WORK YEAR AND DAY

- A. Regularly scheduled ten-month bargaining unit members will work the same number of days as the instructional staff. Compensation for work performed on days school is not in session will be at the rate provided in this agreement.
- B. Bargaining unit members scheduled to work four (4) hours or less will not be entitled to include any "lunch break" as part of their scheduled work time.
- C. All non-teaching bargaining unit members, whether twelve (12) month or less, shall receive the following holidays which the school schedule specifies for students and teachers:

New Year's Day	Good Friday
President's Day	Columbus Day
Thanksgiving Day	Christmas Day
Veteran's Day	Martin Luther King Day
Labor Day	Memorial Day
July 4 th	

ARTICLE XVII - ASSOCIATION DAYS

A total of two (2) school days per year will be allocated to the Association for attendance by designated representative of the Association at NYSUT conferences, with the District paying the cost of the substitutes.

ARTICLE XVIII - DUES AND PAYROLL DEDUCTIONS

- A. The Association will handle its own dues or other evidence of membership.
- B. The Association will be notified in advance of any increase in deductions from salaries.
- C. An agency fee will be provided.
- D. The Brushton-Moira Central School District shall direct the fiscal officer to deduct from the wages or salaries of unit members participating in the NYSUT Benefit Trust an amount authorized by said unit members on NYSUT Benefit Trust forms. It is understood that the authorization may be amended or withdrawn at the discretion of the unit member. The monies deducted will be forwarded to the NYSUT Benefit Trust by the fiscal officer.

ARTICLE XIX - RESUMPTION OF WORK AFTER HOLIDAY AND VACATION PERIODS

- A. Bargaining unit members covered by this Agreement shall be presumed to having a continuing contract with the District to resume work at the beginning of the ensuing year or term or immediately following vacation periods or holiday recesses unless otherwise notified.
- B. This clause shall in no way limit the District's right to abolish positions, to discipline bargaining unit members, or to dismiss bargaining unit members provided it complies with other terms of this agreement and applicable law.

ARTICLE XX - COMPENSATION

- A. Attached hereto and made a part of this Agreement and described as Schedule "A" is a copy of the salaries which have been mutually agreed upon between the Association and the Board. Salary Schedules reflect the following:
 - 2008-09 – 4.00% inclusive of increment with no payback for those who received more in step.
 - 2009-10 – 4.00% inclusive of increment with no payback for those who received more in step.
 - 2010-11 – 4.00% inclusive of increment.
- B. Any beginning Non-Teaching bargaining unit member who is employed 1/2 year or more, during the regular school year, will move to Step II on the salary schedule next year.

Bargaining unit members working less than 1/2 year will remain on Step 1 the second school year.

(10 months bargaining unit members - 5 months)

(12 months bargaining unit members - 6 months)

C. Off-duty Building Security

1. Off-duty building security (hereafter referred to as "building security") will include the Gale Road school, as well as the bus garage specific responsibilities are attached.
2. Building security payment will be a choice of overtime or comp time, in lieu of the \$400.00 contractual custodial rider. However, the portion of the riders received thereof are held save harmless.
3. Overtime or comp time applies only after 40 hours worked, prorated on the basis of 1 1/2 hours earned for each hour of overtime worked.
4. Building security will be rotated among the daytime custodians and head custodian, and will be scheduled by the parties in interest by July 1st of each year. In the event that the custodians are unavailable or opt not to participate then building security will be offered to the other members of the custodial staff (eg. cleaners).
5. Building security will be conducted once each day on the weekend by 6:00 p.m., as well as any other days as deemed necessary by the administration.
6. Bargaining unit members who perform building checks shall be guaranteed payment for two (2) hours. Bargaining unit members shall punch in using the time clock.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. All bargaining unit members will submit to a medical examination, when applicable. This medical examination shall contain a test for tuberculosis. These examinations will be conducted by the school physician at no cost to the bargaining unit member, or they may be conducted by the bargaining unit member's physician with the charges and costs hereof being assumed by the bargaining unit member.
- B. Bargaining unit members required to travel while on the job will be provided transportation for that purpose and will not use school vehicles for personal business at any time.
- C. Any bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator. No materials will be placed in an bargaining unit member's personnel file without the bargaining unit member's

knowledge. No materials from a personnel file will be forwarded without the bargaining unit member's knowledge and consent, except initial employment and standard forms which apply to all bargaining unit members. At the request of the District, bargaining unit members will affix their signature on the actual copy of material to be placed in the personnel file. The bargaining unit member has the option of agreeing or disagreeing and stating it along with their signature on the actual copy of said material and to receive a copy of such document.

- D. A committee will be established to discuss all suggested changes in non-teacher's working schedules. The District will notify the Association at least five (5) working days before making any changes to allow time for the committee to meet. The committee will consist of two (2) District representatives and two (2) bargaining unit members. The existence of this committee shall in no way limit the District's right to make the final decision regarding work schedules.
- E. Bargaining unit members injured on the job will have the option of using his/her sick leave until workman's compensation is received, on a pro-rated basis.

ARTICLE XXII - LEGISLATIVE ACTION

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

ARTICLE XXIII - DURATION OF AGREEMENT

- A. This contract shall be effective July 1, 2008 and shall continue in effect through June 30, 2011.

ARTICLE XXIV - LABOR MANAGEMENT COMMITTEE

The District and the Association agree to institute a Labor Management Committee in order to improve communication between the parties. The Labor Management Committee shall meet on a monthly basis during the next twelve (12) months to hold detailed discussions aimed toward problem solving.

APPENDIX A-1 - 2008-09

YEAR	LABORER				NONCOMPETITIVE		COMPETITIVE			4%	TEACHING ASST.	TEACHER AIDE
	CLEANER	CLEANER (12 MO.)	CAFETERIA	MONITOR	TRUANT OFFICER	MECHANIC	10 MONTH CLERK	12 MONTH ACCOUNTING CLERK	CUSTODIAN			
1	8.16	8.84	8.84	8.87	11.24	11.70	10.88	11.33	10.86	12.32	11.09	
2	8.32	9.01	9.01	10.06	11.46	11.93	11.09	11.55	10.87	12.56	11.31	
3	8.50	9.20	9.20	10.27	11.70	12.18	11.32	11.79	11.10	12.82	11.55	
4	8.67	9.39	9.39	10.48	11.94	12.43	11.56	12.04	11.33	13.09	11.79	
5	8.84	9.58	9.58	10.69	12.18	12.68	11.79	12.27	11.55	13.35	12.02	
6	9.02	9.76	9.76	10.90	12.41	12.92	12.02	12.51	11.78	13.61	12.25	
7	9.17	9.93	9.93	11.06	12.63	13.15	12.22	12.73	11.98	13.84	12.46	
8	9.40	10.19	10.19	11.35	12.94	13.32	12.53	12.88	12.12	14.18	12.77	
9	9.62	10.41	10.41	11.60	13.22	13.61	12.80	13.17	12.39	14.50	13.06	
10	9.79	10.62	10.62	11.83	13.49	13.88	13.05	13.42	12.63	14.78	13.31	
11	10.00	10.82	10.82	12.06	13.75	14.15	13.31	13.69	12.88	15.07	13.56	
12	10.14	10.97	10.98	12.24	13.96	14.35	13.50	13.86	13.07	15.31	13.79	
13	10.29	11.15	11.13	12.43	14.17	14.59	13.69	14.12	13.30	15.54	13.98	
14	10.46	11.58	11.32	12.63	14.40	15.18	13.93	14.63	13.83	15.77	14.20	
15	10.67	11.81	11.54	12.88	14.68	15.47	14.21	14.92	14.10	16.01	14.45	
16	10.88	12.03	11.78	13.13	14.98	15.75	14.49	15.16	14.35	16.31	14.73	
17	11.07	12.25	12.01	13.39	15.26	16.04	14.73	15.42	14.60	16.60	14.99	
18	11.27	12.48	12.21	13.61	15.54	16.07	15.02	15.50	14.85	16.90	15.26	
19	11.73	12.97	12.72	14.15	16.13	16.66	15.61	16.18	15.22	17.41	15.78	
20	12.17	13.45	13.15	14.70	16.74	17.26	16.20	16.75	16.11	17.93	16.32	
21	12.62	14.26	13.67	15.22	17.36	18.28	16.80	17.68	16.68	18.56	16.89	
22	13.11	14.82	14.23	15.87	18.11	19.04	17.50	18.37	17.36	19.30	17.59	
23	13.68	15.46	14.82	16.56	18.85	19.81	18.25	19.47	18.09	20.07	18.32	
24	14.27	16.13	15.42	17.23	19.68	21.07	18.97	20.22	19.18	20.88	19.06	
25	14.78	16.70	16.04	17.88	20.46	21.51	19.68	20.66	19.61	21.71	19.80	
26	15.35	17.35	16.68	18.57	21.26	22.42	20.49	21.54	20.47	22.57	20.57	
27	15.93	18.01	17.31	19.33	22.08	23.27	21.24	22.32	21.26	23.37	21.36	
28	16.70	18.88	18.07	20.12	22.83	25.26	22.02	24.43	23.28	24.07	22.09	
29	17.45	19.73	18.85	20.89	23.60	25.34	22.88	24.50	23.37	24.79	22.84	
30	18.27	20.65	19.61	21.66	24.38	25.94	23.55	25.03	23.50	25.53	23.60	
31	18.30	20.67	19.69	21.73	24.43	26.07	23.64	25.12	24.07	25.79	23.76	
32	18.38	20.78	19.76	21.78	24.55	26.37	23.84	25.20	24.21	25.93	23.85	
33	18.56	20.99	19.87	21.84	24.85	26.41	23.81	25.31	24.29	25.99	23.91	
34	18.61	21.03	19.93	21.93	24.70	26.43	23.85	25.34	24.37	26.05	23.99	

APPENDIX A-2 - 2009-2010

YEAR	LABORER				NONCOMPETITIVE		COMPETITIVE			4%	TEACHING ASST.	TEACHER AIDE
	CLEANER	CLEANER (12 MO.)	CAFETERIA	MONITOR	NURSE TRANS (10 MO.)	TRANS (12 MO.) MAINTENANCE	10 MONTH CLERK LIBRARY CLERK	12 MONTH ACCOUNTING CLERK	CUSTODIAN			
1	8.33	9.02	9.02	10.06	11.46	11.93	11.10	11.56	10.88	12.57	11.31	
2	8.49	9.19	9.19	10.26	11.69	12.17	11.31	11.78	11.08	12.81	11.54	
3	8.66	9.37	9.37	10.46	11.92	12.41	11.54	12.01	11.31	13.06	11.76	
4	8.84	9.57	9.57	10.68	12.17	12.67	11.78	12.26	11.54	13.34	12.01	
5	9.02	9.77	9.77	10.90	12.42	12.93	12.02	12.52	11.78	13.61	12.26	
6	9.20	9.96	9.96	11.11	12.66	13.18	12.26	12.76	12.02	13.88	12.50	
7	9.38	10.16	10.16	11.33	12.91	13.44	12.50	13.01	12.25	14.16	12.74	
8	9.54	10.33	10.33	11.53	13.13	13.67	12.71	13.24	12.46	14.40	12.98	
9	9.78	10.59	10.59	11.80	13.46	13.88	13.03	13.40	12.61	14.75	13.28	
10	10.00	10.83	10.83	12.07	13.75	14.16	13.32	13.70	12.88	15.08	13.58	
11	10.19	11.04	11.04	12.30	14.03	14.44	13.57	13.96	13.13	15.37	13.84	
12	10.40	11.25	11.25	12.54	14.30	14.71	13.84	14.24	13.40	15.67	14.11	
13	10.54	11.41	11.42	12.72	14.51	14.92	14.04	14.44	13.59	15.92	14.33	
14	10.70	11.59	11.58	12.92	14.74	15.17	14.24	14.69	13.83	16.16	14.54	
15	10.88	12.04	11.78	13.13	14.98	15.79	14.49	15.21	14.38	16.40	14.76	
16	11.09	12.28	12.00	13.40	15.26	16.09	14.78	15.51	14.68	16.65	15.03	
17	11.32	12.51	12.25	13.66	15.58	16.38	15.07	15.76	14.92	16.96	15.32	
18	11.51	12.74	12.49	13.92	15.87	16.69	15.32	16.04	15.19	17.26	15.59	
19	11.72	12.97	12.70	14.16	16.16	16.71	15.62	16.12	15.24	17.58	15.87	
20	12.20	13.49	13.22	14.71	16.78	17.33	16.24	16.83	15.83	18.11	16.41	
21	12.66	13.99	13.67	15.29	17.41	17.95	16.84	17.42	16.75	18.65	16.98	
22	13.12	14.83	14.21	15.83	18.05	19.01	17.48	18.38	17.34	19.30	17.57	
23	13.63	15.41	14.80	16.50	18.83	19.80	18.20	19.11	18.05	20.07	18.29	
24	14.22	16.08	15.41	17.23	19.61	20.61	18.98	20.25	18.82	20.87	19.05	
25	14.84	16.78	16.04	17.92	20.48	21.91	19.73	21.03	19.95	21.71	19.82	
26	15.37	17.37	16.69	18.59	21.28	22.37	20.46	21.49	20.40	22.59	20.69	
27	15.96	18.04	17.34	19.32	22.11	23.32	21.30	22.40	21.29	23.48	21.40	
28	16.67	18.73	18.00	20.11	22.96	24.20	22.09	23.21	22.11	24.30	22.21	
29	17.37	19.63	18.79	20.92	23.74	26.27	22.90	25.41	24.21	25.03	22.98	
30	18.15	20.52	19.61	21.73	24.54	26.36	23.74	25.48	24.30	25.78	23.75	
31	19.00	21.48	20.40	22.53	25.36	26.98	24.49	26.03	24.44	26.56	24.54	
32	19.03	21.60	20.48	22.59	25.41	27.11	24.58	26.12	25.03	26.82	24.71	
33	19.12	21.61	20.55	22.65	25.53	27.42	24.79	26.21	25.17	26.96	24.80	
34	19.30	21.83	20.66	22.71	25.63	27.46	24.77	26.32	25.27	27.03	24.87	

APPENDIX A-3 - 2010-2011

YEAR	LABORER				NONCOMPETITIVE			COMPETITIVE			TEACHING ASST.	TEACHER AIDE
	CLEANER	CLEANER (12 MO.)	CAFETERIA	MONITOR	NURSE TRANS (10 MO.)	TRANS (12 MO.) MAINTENANCE	10 MONTH CLERK	12 MONTH ACCOUNTING CLERK	CUSTODIAN			
1	8.49	9.20	9.20	10.26	11.69	12.17	11.32	11.79	11.10	12.82	11.54	
2	8.66	9.38	9.38	10.46	11.92	12.41	11.54	12.02	11.31	13.07	11.77	
3	8.83	9.56	9.56	10.67	12.16	12.66	11.77	12.25	11.53	13.33	12.00	
4	9.00	9.75	9.75	10.88	12.39	12.90	12.00	12.49	11.76	13.59	12.23	
5	9.19	9.95	9.95	11.11	12.65	13.17	12.25	12.75	12.01	13.87	12.49	
6	9.38	10.16	10.16	11.34	12.92	13.45	12.50	13.02	12.26	14.16	12.75	
7	9.57	10.36	10.36	11.56	13.17	13.71	12.75	13.27	12.50	14.44	13.00	
8	9.75	10.56	10.56	11.79	13.43	13.98	13.00	13.53	12.74	14.72	13.25	
9	9.92	10.74	10.74	11.99	13.66	14.22	13.22	13.77	12.96	14.97	13.48	
10	10.17	11.02	11.02	12.28	14.00	14.41	13.55	13.93	13.11	15.34	13.81	
11	10.40	11.26	11.26	12.55	14.30	14.73	13.85	14.25	13.40	15.68	14.12	
12	10.59	11.48	11.48	12.80	14.59	15.01	14.11	14.52	13.66	15.98	14.40	
13	10.81	11.70	11.70	13.04	14.88	15.30	14.40	14.81	13.93	16.30	14.67	
14	10.98	11.87	11.88	13.23	15.10	15.52	14.60	15.01	14.14	16.56	14.90	
15	11.13	12.06	12.04	13.44	15.33	15.78	14.81	15.27	14.38	16.81	15.12	
16	11.32	12.52	12.25	13.66	15.57	16.42	15.07	15.82	14.96	17.05	15.36	
17	11.54	12.77	12.48	13.93	15.88	16.74	15.37	16.14	15.25	17.31	15.63	
18	11.77	13.01	12.74	14.21	16.20	17.04	15.67	16.40	15.52	17.64	15.93	
19	11.97	13.25	12.99	14.48	16.50	17.35	15.93	16.68	15.79	17.96	16.22	
20	12.19	13.49	13.21	14.73	16.81	17.38	16.24	16.76	15.85	18.28	16.50	
21	12.69	14.03	13.75	15.30	17.45	18.02	16.89	17.50	16.46	18.83	17.07	
22	13.17	14.55	14.22	15.90	18.11	18.67	17.52	18.12	17.42	19.39	17.65	
23	13.64	15.42	14.78	16.46	18.78	19.78	18.17	19.12	18.04	20.06	18.27	
24	14.18	16.03	15.40	17.16	19.58	20.60	18.93	19.87	18.78	20.87	19.02	
25	14.79	16.72	16.03	17.91	20.39	21.43	19.73	21.06	19.57	21.71	19.82	
26	15.44	17.45	16.68	18.64	21.28	22.79	20.51	21.87	20.75	22.58	20.61	
27	15.98	18.06	17.35	19.34	22.13	23.27	21.28	22.35	21.21	23.48	21.42	
28	16.60	18.76	18.04	20.09	22.99	24.25	22.16	23.29	22.14	24.41	22.25	
29	17.23	19.47	18.72	20.91	23.88	25.17	22.98	24.14	22.99	25.28	23.10	
30	18.06	20.42	19.54	21.76	24.69	27.32	23.81	26.43	25.18	26.03	23.89	
31	18.97	21.34	20.39	22.59	25.52	27.41	24.69	26.50	25.28	26.81	24.70	
32	19.76	22.33	21.21	23.43	26.37	28.06	25.47	27.07	25.41	27.62	25.52	
33	19.79	22.36	21.29	23.50	26.43	28.19	25.56	27.17	26.03	27.89	25.70	
34	19.88	22.47	21.38	23.55	26.55	28.52	25.78	27.26	26.18	28.04	25.80	

4%

APPENDIX C

MEMORANDUM OF AGREEMENT

The Brushton-Moira Central School District and the Brushton-Moira Non-Teaching Association agree as follows:

1. The District agrees that transportation will not be subcontracted. The Association agrees to remove supervision of transportation and transportation maintenance from the recognition clause.
2. The District will guarantee the following two (2) positions, as long as the employee named for each position holds said position. Whenever a named employee leaves the District's employment or leaves his position, said position will be eliminated from this memorandum. (i.e. Will no longer be a guaranteed position.)
 1. Driver/Mechanic - *John Martin* 8 hours
 2. Driver - *Gene Pickering* 8 hours
3. The positions in paragraph 2 above will involve bus driving and those other duties described in paragraph 2 above as determined by the District. The District will determine the number of hours an employee is assigned to each duty. Employees filling these positions will be paid based on the type of work they perform. For example, if an employee drives a bus for five (5) hours and is a monitor for three (3) hours, he will be paid for five (5) hours at the driver rate and for three (3) hours at the monitor rate.
4. Time clocks will be installed in all departments for all time-keeping purposes of the employees.

APPENDIX B

SALARY RIDER

Effective September 1, 2004:

1. The following shift differential shall be applicable to the following titles only: Cleaner, Custodian, and Maintenance Worker:
 - 3 pm to 11 pm..... additional 50 cents per hour
 - 11 pm to 7 am..... additional 70 cents per hour
2. Individual's eligible for a shift differential must have their entire shift (start time and end time) within the hours specified above, i.e.: between 3 pm and 7am.
3. With respect to above, the following individual shall be grandfathered in for the purposes of the shift differential:
 - Carol Parnapy shall be entitled to a shift differential for duties as a cleaner, for the hours from 4 am to 7 am. The parties recognize that Carol's shift is 4 am to 7:45 am, and without said agreement would make her ineligible for said shift differential. Carol is not entitled to a shift differential for any hours worked between the hours of 7 am to 3 pm.

The Head Custodian is in charge of "Snow Removal" at all times, and is responsible for example, but not limited to, for assigning the duties, equipment, on vehicles used, based on his judgment, to the best qualified individuals;

The Head Custodian will develop the appropriate diagrams, specific responsibilities, etc., in writing and distributed to each person on the list, to aid in the snow removal process;

If snow removal is not completed by the time the regular shifts commence, and provided there are no other qualified employees on snow removal list available, the Head Custodian will help until a qualified employee is available or the job is finished, which ever comes first;

Overtime or compensatory time applies only after 40 hours worked, prorated on the basis of time-and-a-half or 1-1/2 days earned for each day worked, respectively; and

Employees who are called for snow removal will pass on other extra pay opportunities voluntarily (e.g., transportation run and vice versa) within the same payroll period in the interest of fairness to other employees within the unit.

APPENDIX E

MEMORANDUM OF UNDERSTANDING
AMONG THE
NON-INSTRUCTIONAL COMMUNICATION COMMITTEE
REGARDING
EXTRA WORK WITHIN THE FOOD SERVICE PROGRAM

May 22, 1991

1. All extra work within the food service program (e.g. biddyball, academic awards banquets, etc.) will be assigned in conjunction with ARTICLE XI (A) of the contract on a rotating basis.
2. Cafeteria workers who pass up an extra work assignment forfeit their turn until the next time around.

Signatures of Noninstructional Communication Committee Members:

Paul W. Jones
Ronald L. Trent
Bryan H. Prindel

Phillip J. Gosh
Tom J. [unclear]
Thomas J. Basso

Other Signatures As Desired:

Mary R. Burnett
Sue Martin
Suzanne Brown
Barbara McCarty
Luan Dickson

John McKeenan
Phillip Gosh

APPENDIX F

MEMORANDUM OF UNDERSTANDING

The following memorandum is mutually agreed to by the employees, the Brushton-Moira Central School District and the Brushton-Moira Non-Teaching Association.

1. The District will make a resolution to adopt Section 75-i of the New York State Employees' Retirement System covering Tier 1 employees. Such resolution will be made by March 31, 1992.
2. The District will make an annual salary adjustment for each employee to offset the increase or decrease in the amount of the district's contributions made to the retirement system. The adjustment will be based on the difference between the 75c and 75i rates currently in effect.
3. Adjustments as a result of rate increases from April 1 - June 30 will be made the following year. (July 1 for twelve month employees and September 1 for ten month employees.)
4. Adjustments will be by payroll deductions commencing the first payroll period of the current year.
5. Employees who retire on or before June 30, 1992 are grandfathered.
6. It is agreed that this memorandum of understanding is not subject to future negotiations.

Paul V. Davis 3/6/92
Brushton-Moira Cent. School Dist./Date

Bryant A. French MAR 9-1992
Brushton-Moira Non-Teaching Assoc/Date

Tier 1 Employees

Isabelle S. Darcy
Deborah M. Finck
Thelma A. Foster
Velita F. Manning

Beverly Lauren
Mary Laurin
David M. Muel
Thelma Greenwood

APPENDIX G

MEMORANDUM OF UNDERSTANDING BETWEEN THE BRUSHTON-MOIRA NON-TEACHERS' ASSOCIATION AND THE SUPERINTENDENT REGARDING TRANSPORTATION SUPERVISOR'S DRIVING

1. When it becomes necessary to transport a bus for warranty/repair work the transportation supervisor will accompany a mechanic on said trip. In the event that a bus has to be dropped off or picked up the transportation supervisor may drive his/her own personal vehicle or school car to provide transportation for the mechanic.

In the event a mechanic is not available the trip will be postponed.

2. The transportation supervisor will be allowed to transport a bus to and from any school bus garage for inspection only when a driver is not available.

2 is effect until September 30, 1996, unless agreed upon again by the Association and the superintendent.

FOR THE DISTRICT

Paul Deano
Dominic Bance
TRANSPORTATION SUPERVISOR

6/20/96
Date

FOR THE ASSOCIATION

John Warner
Jack M. Bellon
Luigi R. ...
Fanny Gaddo

6/14/96
Date

7:59 PM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES
Brushton-Moira Central
Chateaugay Central
Lake Placid Central
Malone Central

St. Regis Falls Central
Salmon River Central
Saranac Lake Central
Tupper Lake Central

Unions

Teachers:

F-E-H BOCES Teachers' Association
Brushton-Moira Teachers' Association
Chateaugay Chapter, NYSUT
Lake Placid Education Association, NYSUT
Malone Federation of Teachers
St. Regis Falls United Teachers Association
Salmon River Teachers Association
Saranac Lake Teachers' Association
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA
Brushton-Moira Non-Teaching Association
Chateaugay Central CSEA
Lake Placid Central CSEA
Malone Central School Unit of CSEA
St. Regis Falls Non-Instructional Association
Salmon River Central Unit of CSEA
Saranac Lake Central CSEA
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association
Malone Central Administrators' Association
Salmon River Central Administrators & Supervisors Association
Saranac Lake Supervisory Unit

Memorandum of Understanding
Page 2

1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:
 - A. Reserves - equal to 25% of Projected Annual Claims.
 - B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	~	\$2,280.
Family Coverage	~	6,012.
Single Over 65	~	444.
Family Over 65	~	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States **Medical CPI** for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

Memorandum of Understanding
Page 3

4. The drug co-pay amounts and major medical deductible amounts will be:
- A. Drug Co-Pay (Preferred Choice Plan, effective January 1, 1997)

Amounts

\$3.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

- *1 If a generic equivalent does not exist, the generic co-pay will apply.
*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.
** All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

- B. Major Medical Deductible (Effective January 1, 1997)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States **Medical CPI** for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

Memorandum of Understanding
Page 4

8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
 - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
 - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employees' spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

Memorandum of Understanding
Page 5

- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employees' spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
 - Billed rates for 98-99 will reflect 100% of the impact of the new premiums.
- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the **Medical CPI** as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

Memorandum of Understanding
Page 6

14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.

15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

Memorandum of Understanding
Page 7

FOR THE UNIONS:

CSEA:

By: Charles Bird
Charles Bird

By: Mary W. Hanna
Mary Hanna

By: Betty J. Demers
Betty Demers

By: Ken Lushia
Ken Lushia

NYSUT:

By: Lynn Blais
Lynn Blais

By: Greg Littell
Greg Littell

By: Pamela B. Martin
Pamela Martin

By: Deborah A. Taylor
Deborah A. Taylor, for and on behalf of the
NYSUT Affiliated Unions

By: Richard R. Van Wormer
Richard R. Van Wormer, for and on behalf
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald Blair
Gerald Blair

By: Patrick Cannon
Patrick Cannon

By: David DeSantis
David DeSantis

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

BRUSHTON-MOIRA
SUPPORT STAFFS' ASSOCIATION

BRUSHTON-MOIRA SCHOOL
BOARD OF EDUCATION

BY *John Warner*
President

BY *[Signature]*
President

BY *Dwenda Russell*
Negotiating Team

BY _____
Negotiating Team

BY *Karen Avery*
Negotiating Team

BY _____
Negotiating Team

BY *Dawn A. Warner*
Negotiating Team

BY *Eugene Rockhill*
Negotiating Team

BY *Levi White Jr*
Negotiating Team

BY *Susan C. Winters*
Negotiating Team

BY *Cheryl Rockhill*
Negotiating Team

DATE 9/23/10

DATE 9/23/10

