

COLLECTIVE BARGAINING AGREEMENT

**BY AND BETWEEN
THE BOARD OF EDUCATION
BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT AND
THE BLIND BROOK-RYE EMPLOYEES LOCAL 4060 NYSUT,
AFT, AFL-CIO**

JULY 1, 2024 – JUNE 30, 2029

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Agreement made and executed this 17th day of September 2024 between the Blind Brook-Rye Employees Local 4060, NYSUT, AFT, AFL-CIO (hereinafter the "Union"), and the Board of Education, Blind Brook-Rye Union Free School District (hereinafter the "Board"), pursuant to Article 14 of the Civil Service Law.

ARTICLE I: RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the service negotiation unit except part-time night cleaners. The members of the bargaining unit are hereinafter sometimes referred to as "employee" or "employees".

ARTICLE II: EFFECT AND DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2024 and shall remain in full force and effect until June 30, 2029 and shall apply only to members of the bargaining unit who are employed by the Board on the date that this Agreement is executed by the Board and the Union and thereafter, during the term of this Agreement.
- B. This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to the Agreement.
- C. The Union and the Board agree that all negotiable items have been discussed during the negotiations leading to this agreement, and agree that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE III: VACATION LEAVE

- 1. All full time 12 month employees shall be entitled to vacation time as follows. The appropriate administrator and employee shall mutually agree to vacation days in writing. In the event mutual agreement is not achieved the employee may appeal to the immediate administrator, Union President and Superintendent of Schools.

After one year's employment - 2 weeks with pay.
After five year's employment - 3 weeks with pay.
After ten year's employment - 4 weeks with pay.

It is understood that employees are credited with their entitled number of vacation



days on July 1st of every year but that these days are earned by working through the full prospective year (credited on a pro-rata basis).

All full time 12-month employees hired July 1, 2021 and thereafter may take vacation during their first year of employment after working six (6) months.

Vacation days must be requested and submitted to the employee's supervisor at least two (2) weeks in advance of the requested date on the forms supplied by the Superintendent's office. With respect to emergencies making required advance notice impossible, request for vacation leave shall be submitted with an explanation to the supervisor for approval of the late notice. Any approvals contemplated by this paragraph shall be deemed granted by the applicable supervisor unless denied in writing within four (4) business days of the applicable request. Any leave request made by a member shall not be unreasonably denied, e.g. supervisor cannot find a substitute.

2. Year(s) of employment, as used in paragraph # 1 above, shall mean 12 calendar months from the date of hire as specified in the Board of Education resolution or Superintendent's letter appointing said employee.
3. All full time 12-month employees may accrue up to a maximum of 15 days of their earned and unused paid vacation time as of June 30th in any given year. An employee can carryover as of July 1st of the new school year no more than 15 unused vacation days. Upon separation from the District, all full-time 12-month employees hired prior to July 1, 2021, will be eligible to be paid for their earned and unused vacation days in the year they separate from employment, plus their maximum number of unused earned vacation days from the prior year (e.g. up to 10 days for employees employed between one and four years, 15 days for employees employed between five and nine years, and 20 days for employees employed for 10 years or more), plus the number of unused accrued vacation days they carried over into the prior year (not to exceed 15 vacation leave days). Notwithstanding the foregoing, for employees hired July 1, 2021 and thereafter, upon separation from the District the employee will be paid for up to fifteen (15) days of accrued but unused vacation leave.
4. Custodians, custodian/drivers, maintenance mechanics and matrons will be allowed to take up to two (2) weeks of their vacation between July 1st and August 25th, subject to the approval of the Assistant Superintendent, Finance & Facilities or his/her designee.

ARTICLE IV: SALARY

- A) Full time employee's salary schedules for the school years 2024-2025 through 2028-2029, are attached hereto as Appendix A1, A2, A3, A4, and A5.

Salaries shall be increased as follows:

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2024/25 – 1.5% plus step*
2025/26 – 1.5% plus step
2026/27 – 1.5% plus step
2027/28 – 1.5% plus step
2028/29 – 1.5% plus step

*Salaries shall be retroactive to July 1, 2024, but only be paid to unit members employed by the District as of August 28, 2024. The retroactivity check shall be separate from the employee's regular paycheck.

- B) Part time employee's salary schedules for the school years 2024-25 through 2028-2029, are attached hereto as Appendix A6 and A7.

Part-time employees' salaries shall be increased as follows:

2024/25 – 1.5% plus step*
2025/26 – 1.5% plus step
2026/27 – 1.5% plus step
2027/28 – 1.5% plus step
2028/29 – 1.5% plus step

The employee's base salary shall not include any overtime or holiday pay.

*Salaries shall be retroactive to July 1, 2024, but only be paid to unit members employed by the District as of August 28, 2024. The retroactivity check shall be separate from the employee's regular paycheck.

- C) Employees once placed on a step, shall move one whole step the following July 1st.

Example: An employee placed on Step 1 will be moved to Step 2 commencing July 1 of the next school year.

ARTICLE V: CAREER LONGEVITY INCREMENTS

Employees shall receive career increments for paid years of district service calculated from the anniversary date of hire and effective on the July 1st next following the years of paid service in the following fashion:

After 5 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this agreement.

24/25	25/26	26/27	27/28	28/29
\$500	\$508	\$516	\$524	\$532

After 10 years of paid district service a career increment shall be paid and shall continue in a

non-cumulative fashion during paid years of service for the duration of this agreement.

24/25	25/26	26/27	27/28	28/29
\$1,100	\$1,117	\$1,134	\$1,151	\$1,168

After 15 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this agreement.

24/25	25/26	26/27	27/28	28/29
\$2,000	\$2,030	\$2,060	\$2,091	\$2,122

After 20 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this agreement.

24/25	25/26	26/27	27/28	28/29
\$4,200	\$4,263	\$4,327	\$4,392	\$4,458

After 25 years of paid district service a career increment shall be paid and shall continue in a non-cumulative fashion during paid years of district service for the duration of this Agreement. This payment will only be paid to employees who are no longer advancing on the step schedule. Employees who are off step of the salary schedule shall receive a percentage increase of longevity equal to the percent of that year's salary increase. Such percentage increases are cumulative.

24/25	25/26	26/27	27/28	28/29
\$5,200	\$5,278	\$5,357	\$5,437	\$5,519

Present employees will not have their longevity decreased.

ARTICLE VI: CHAPERONE PAY

Employees covered under this agreement assigned to chaperone scheduled and approved field trips or after school activities will be paid at the same rate as paid to teachers.

ARTICLE VII: COACHES AND ADVISORS

Employees covered under this agreement who are assigned to coaching and/or advising responsibilities will be paid at the same rate as paid to teachers.

ARTICLE VIII: OVERTIME AND SNOW DAY PAY OR EMERGENCY PAY

A. Overtime:

1. Effective July 1, 2006, employees shall be paid time and one-half (1½x) for duly

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authorized work exceeding their regular workday only when an employee has worked in excess of 8 hours in one day or 40 hours in a given week. Until such time that the employee works in excess of 8 hours in a day or 40 hours in a week, any additional time worked that exceeds their regular workday will be paid time and one-quarter ($1\frac{1}{4}x$).

Employees shall be paid time and one-half ($1\frac{1}{2}x$) for duly authorized work on Saturdays, except regularly assigned custodians and regularly assigned school monitors.

Employees shall be paid double time ($2x$) for duly authorized work on Sundays after completing 8 hours of work on a previous Sunday at time and one-half ($1\frac{1}{2}x$), except a regularly assigned custodian and regularly assigned school monitors.

In addition to payment for holidays pursuant to Article XIII(4), employees shall also be paid double time ($2x$) for duly authorized work on holidays.

2. In the event of an emergency, such as snow, boiler problems or such other emergency as determined by the school administration, custodians who are required to report to work by the administration at 5:00 A.M. will be compensated for a minimum of three (3) hours overtime. Said custodians will use the time clocks available to certify their 5:00 A.M. arrival. Custodians who report later than 5:00 A.M. will be paid at time and a half for actual hours worked between their arrival time and 7:00 A.M. This provision does not apply to custodians regularly assigned to work 6:00 A.M. to 3:00 P.M.
3. Regular overtime work shall be performed only with the prior written approval of the employee's immediate supervisor. Emergency overtime work shall be performed only with the prior oral approval of the employee's immediate supervisor.
4. Custodian/bus drivers who are assigned to the night shift and called in to cover morning bus runs (7:00 A.M.) or custodian/bus drivers covering open school related bus trips that extend beyond their regular workday (4:00 P.M.) will receive time and one-half for overtime hours worked with a guaranteed minimum of three (3) hours.
5. Custodians who are called in to open or close buildings will receive time and one half for overtime hours worked with a guaranteed minimum of three (3) hours paid overtime.
6. School monitors who are called in to work an evening event will be paid a minimum of 3 hours at the applicable overtime rate.

B. Snow or Emergency Day:

Employees required to work during regular hours on a day when school is closed for the entire school day because of snow or emergency shall be paid time and a half for clock hours actually worked.

C. Rotational List for Planned Overtime:

The Maintenance Foreperson, Buildings & Grounds will establish and maintain rotational lists for authorized custodian (including maintenance mechanic) and custodian/bus driver overtime work. Such overtime work will be offered to custodians and custodian/bus drivers in a rotating order of seniority provided they are qualified and capable of performing the required work. Any custodian or custodian/bus driver who refuses overtime work offered to him will be dropped to the bottom of the rotation list. Any custodian or custodian/bus driver whose performance is unsatisfactory will be removed from such list at the discretion of the Maintenance Foreperson, Buildings & Grounds. If no custodian or custodian/bus driver is available for such overtime work, i.e., not qualified or capable or refuses the offered work, such work may be offered to any other custodian or custodian/bus driver. Nothing herein contained shall limit or restrict the right of the Maintenance Foreperson, Buildings & Grounds, to require the performance of overtime work by any custodian or custodian/bus driver employed by the School District. Sunday and Holiday overtime shall be rotated district-wide by seniority. The seniority rotation schedule shall be posted in the custodial office at each school building.

ARTICLE IX: STIPENDS FOR PROMOTIONAL TESTS

The Board and Union agree that employees should continue to develop their professional skills during their term of service to the district.

To that end full time employees who elect to take higher level Civil Service tests beyond the Civil Service test and level at which they were hired shall receive an additional stipend of \$250 for each test successfully passed providing the following conditions are fulfilled:

1. Employees shall request in writing, no less than 30 days prior to the Civil Service test, permission from the Superintendent of Schools to take the Civil Service Exam. The Superintendent will respond in writing.
2. Employees may take higher level Civil Service tests only within the general work and function areas approved by the Superintendent for the employee applicant.
3. The Stipend will be paid within 30 days of official notification from Civil Service that the employee has passed the exam.

ARTICLE X: PROFESSIONAL DEVELOPMENT

The Board of Education encourages the professional development of school-related employees. To this end, full time employees hired after July 1, 2002 who have been employed for two years shall be reimbursed for work-related courses provided each of the following conditions are fulfilled:

1. The employee shall submit a written request to the Superintendent of Schools identifying the course, dates, times, tuition cost, institution to be attended and the work-related nature of the course.
2. Upon approval, the Superintendent will authorize in writing the employee to attend the course at district expense.
3. Courses must be attended outside the regular workday of the employee.
4. The course(s) must be offered at an approved college, university or institute as determined by the Superintendent of Schools.
5. Employees may enroll for courses that grant either undergraduate/graduate credit or no credit.
6. At the conclusion of the course the employee must submit an official transcript from a credit granting institution or an authorized letter on institute stationery stipulating satisfactory course completion. The employee will also submit a credit card receipt, cancelled check or money order made out to the college, university or institute for the amount of tuition approved in subparagraph #2 above.
7. Employees shall be limited to a maximum of two (2) work-related course reimbursements for each fiscal year (July 1st through June 30th; one each semester).

ARTICLE XI: FRINGE BENEFITS

A. Health Insurance:

Contributions- Family Health (employees hired before March 1, 2021)

	7/1/24-6/30/2025	7/1/25-6/30/2026	7/1/26-6/30/2027	7/1/27-6/30/2028	7/1/28-6/30/2029
Up tp \$50K	10.0%	10.5%	11.0%	11.5%	12.0%
\$50K-59.9K	10.5%	11.0%	11.5%	12.0%	12.5%
\$\$60K+	11.0%	11.5%	12.0%	12.5%	13.0%

Contributions- Individual Health (Employees hired before September 17, 2024) and Family Health

(employees hired March 1, 2021-September 17, 2024)

	7/1/24-6/30/2025	7/1/25-6/30/2026	7/1/26-6/30/2027	7/1/27-6/30/2028	7/1/28-6/30/2029
Up tp \$50K	10.5%	11.0%	11.5%	12.0%	12.5%
\$50K-59.9K	11.5%	12.0%	12.5%	13.0%	13.5%
\$60K+	12.5%	13.0%	13.5%	14.0%	14.5%

Contributions- Individual and Family Health (All employees hired after September 17, 2024)

	7/1/24-6/30/2025	7/1/25-6/30/2026	7/1/26-6/30/2027	7/1/27-6/30/2028	7/1/28-6/30/2029
Up tp \$50K	12.0%	12.5%	13.0%	13.5%	14.0%
\$50K-59.9K	13.0%	13.5%	14.0%	14.5%	15.0%
\$60K+	14.0%	14.5%	15.0%	15.5%	16.0%

The Board will pay the remainder of the cost of coverage for either an individual employee or an employee and eligible family members in the New York State Health Insurance Plan or an equivalent health insurance plan purchased by the Board. Such equivalent plan will not be implemented unless it provides benefits equivalent to those provided for in the New York State Health Insurance Plan.

During the term of this collective bargaining agreement SRP employees' health insurance contributions will be based on the percentage of the annual NYSHIP premium charged to the District which adjusts annually on January 1st. The amount paid by the employees each pay period will be computed based on the actual annual premium divided by the number of pay periods the employee is subject to in their work year.

B. Elective Plan:

- a. At the employee's option, the employee may reduce or waive health insurance coverage for a full year by completing an appropriate form furnished by the District. Any employees changing from family to individual coverage or waiving their right to receive either family or individual health insurance coverage in a given year shall receive 20% of the premium savings frozen at the premium savings in effect for the 2023-24 school year. These monies will be non-pensionable and are taxable. Commencing with the 2029 calendar year, the freeze on the buyback shall sunset.
- b. Employees selecting to reduce their coverage must do so each year by March 1, with the provisions of this section taking effect on July 1. Payment of employee share shall begin with the first half payment on the payroll nearest December 15 and a second payment on the payroll nearest to June 15. Full coverage will be automatically reinstated each year the employee fails to file. Reinstatement shall take place on July 1 and all benefits will be available on that date.

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- c. A unit member who has withdrawn from the insurance plan may re-enter the plan at any time, if the coverage which allowed the individual to select the option is no longer available.
- d. The Board will establish an IRS 125 Flexible Spending Plan. This Plan shall be consistent with the plan established pursuant to the Blind Brook-Rye Federation of Teachers' Contract.

C. Welfare Fund Insurance Allowance (Dental & Vision):

- 1. The Board will pay to the Union an insurance allowance (vision & dental) to the Federation Welfare Fund for each employee working twenty or more hours per week or more per year (per Board approved school calendar) as follows:
 - a. A sum of \$1,600.00 during the school year 2024-2025
 - b. A sum of \$1,600.00 during the school year 2025-2026
 - c. A sum of \$1,600.00 during the school year 2026-2027
 - d. A sum of \$1,600.00 during the school year 2027-2028
 - e. A sum of \$1,600.00 during the school year 2028-2029

ARTICLE XII: TUITION REDUCTION FOR CHILDREN OF EMPLOYEES

Beginning with the 2009-2010 school year the annual percentage increase in tuition for children of non-resident full time employees will be equal to the percentage increase in salary. In no case will the increase be greater than that charged to the public. The projected tuition rates for children of employees are as follows:

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
K-5	\$ 2,958	\$ 3,002	\$ 3,047	\$ 3,093	\$ 3,139
6-12	\$ 4,960	\$ 5,034	\$ 5,110	\$ 5,187	\$ 5,265

ARTICLE XIII: PAID HOLIDAYS:

- 1. All employees hired prior to July 1, 2002 as 10-month employees, employees working the school calendar, and employees working less than 20 hours per week for 180 days per year will receive one additional day of regular pay for each of the days Christmas and New Year's.
- 2. All 10 month and school-calendar employees hired prior to July 1, 2002 will also receive one paid vacation day per year. Such employees may elect, subject to the prior approval of their immediate administrative supervisor, to receive, in lieu of either or both of the additional days of regular pay for Christmas and New Year's days stated in Paragraph 1 above, as the case may be, paid vacation holiday or holidays, outside of the Board-approved school calendar between September 1 and June 30 of a school year.

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3. All 12-month full time employees hired prior to July 1, 2002 will receive 1 paid holiday for Christmas or New Year's.
4. Effective July 1, 2024, all full-time 12-month employees will receive 17 paid holidays for the respective years of this agreement plus one day for New Years' Eve and one additional day with July 4 (for a total of 19 paid holidays). When either of these additional days occurs on a weekend day, the employee will have the previous Friday or subsequent Monday as the holiday. Ten (10) month employees and employees working the Board-approved school calendar will receive 16 paid holidays (not including the additional days above). Beginning July 1, 2021, ten (10) month employees and employees working the Board-approved school calendar will receive all paid holidays that take place from Sept 1-June 30th. The specific days will be agreed on by the Superintendent and the Union. In addition to holiday pay as provided in this paragraph, employees will receive double time as provided in Article VIII(A)(1) for duly authorized work on holidays.

ARTICLE XIV: RETIREMENT

A. Health Coverage Upon Retirement:

All current retirees will continue to receive paid health coverage by the Board with fixed contributions that were set at the time of retirement, if any.

Effective July 1, 2006, the schedule of retiree health insurance contributions will change to reflect annual rates of contribution payable on January 1st each year according to the schedule on the next page.

The Board of Education will pay the balance of health insurance premium costs after subtracting the amount of retiree contributions for coverage in the New York State Employee's Health Insurance Plan (NYSIIP) or an equivalent health insurance plan.

RETIREE HEALTH INSURANCE CONTRIBUTION TABLE

For employees hired prior to 2/1/15

YEARS OF SERVICE	AMOUNT OF PREMIUM PAID BY RETIREE
21 + Years	0%
19-20 Years	7.5%
17-18 Years	15%
15-16 Years	20%
13-14 Years	25%
10-12 Years	30%
Less than 10 Years	Full Payment

Retirees with 21 years of service or more in the District shall not be required to make any

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contribution. Premium payments are due to the District quarterly for all eligible members who retire on or after July 1, 2014 (January 1, April 1, July 1, and October 1).

RETIREE HEALTH INSURANCE CONTRIBUTION TABLE

For employees hired 2/1/15 to 9/17/24

YEARS OF SERVICE	AMOUNT OF PREMIUM PAID BY RETIREE
21 + Years	10%
19-20 Years	20%
17-18 Years	30%
15-16 Years	40%
Less than 15 Years	Full Payment

For employees hired after September 17, 2024

YEARS OF SERVICE	AMOUNT OF PREMIUM PAID BY RETIREE
21+ years	15%
19-20 years	25%
17-18	35%
15-16	45%
Less than 15 years	Full Payment

Premium payments are due to the District quarterly for all eligible members who retire on or after July 1, 2014 (January 1, April 1, July 1, and October 1).

B. Retirement Plans:

The current retirement plans for the members of the negotiating unit (New York State Employees' Retirement System) are as follows:

Tier 1 & Section 75- e; non- contributory (Age 55) A career retirement

Tier 2 members plan under Section 75-g, and a new career plan under Section 75-i (as per Board Resolution 95-067., June 12, 1995).

Tier 3 members	Article 14, CO-ESC
Tier 4 members	Article 15, Coordinated Retirement Plan for Tier 4 members
Tier 5 members	Article 15, Coordinated Retirement Plan for Tier 5 members
Tier 6 members	Article 15, Coordinated Retirement Plan for Tier 6 members

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The Board and the Union agree to continue payroll deductions for tax sheltered 403b and/or 457 plans as requested by an employee pursuant to current procedures.

ARTICLE XV: RETIREMENT INCENTIVE PLAN

For all employees hired prior to July 1, 2021, the Board of Education will provide a Retirement Incentive Plan for the full-time members of the bargaining unit specified in Article I (Recognition). Full time employees who have worked for the Blind Brook-Rye UFSD a minimum of 10 years (paid service) and who shall retire during the fiscal year in which the employee achieves at least the minimum age of 55 or older, shall be eligible. Full time employees who are eligible to retire and fulfill all eligibility conditions shall receive one third (1/3) of their total number of unused and accumulated sick leave days up to a maximum of 180 days credited to the employee at retirement, times the employee's daily rate of the base annual contractual salary.

For employees hired on or after July 1, 2021, Full time employees who are eligible to retire and fulfill all eligibility conditions shall receive one-third (1/3) of their total unused and accumulated sick leave days up to a maximum of 90 days, at the time of retirement, times the employee's daily rate of the base annual contractual salary.

ARTICLE XVI: WORK PERIOD, WORK WEEK, WORKDAYS

A. Work Period:

- The regular work year for all twelve (12) month employees shall be from July 1 to June 30.
- All school-related personnel will be classified as twelve (12) month employees effective July 1, 2006, except teacher aides, school nurses, library clerks and school monitors.
- Teacher aides shall work according to the Board-approved school calendar.
- Full-time school nurses and LPNs, school monitors and library clerks shall work September 1 through June 30 observing the Board-approved school calendar for holidays effective July 1, 2006. In the District's discretion, one or more monitor's schedule may also be adjusted so as to provide for a work year August 15th through June 15th. School monitors may also be classified as 11 month employees effective August 28, 2024 subject to the terms and conditions established by the District. For adjusted schedule and 11 month assignments, staff will have the opportunity to volunteer for these new shifts/assignments in order of seniority, with the District able to assign based on reverse seniority if no one volunteers. (Salary schedule for 11 month employees is attached as Appendix C).

In school years where there is a need for ten (10) month employees to begin their work



year prior to September 1, then the end of the work year for such employees will be appropriately adjusted so that the employees work year would be completed before June 30. For example, if the school year begins before September 1 or if a conference/training is scheduled before September 1 and ten (10) month employees are required to attend, then the employee shall end the work year one school day before June 30th for each day they are required to work before September 1.

B. Work Week:

- Effective July 1, 2006 assign two (2) custodians, custodian/drivers or maintenance mechanic whose work week shall be Tuesday through Saturday of the work year of the employee and one (1) custodian, custodian/driver or maintenance mechanic whose work week shall be Sunday through Thursday for the purposes of regular weekend coverage. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).
- Effective July 1, 2006 have the additional right to assign up to two (2) custodians, custodian/drivers or maintenance mechanic at each of its two schools (PRSS and BBMS/HS) to work a 6:00 a.m. to 3:00 p.m. shift during the school year and 6:00 a.m. to 2:00 p.m. shift during summer months, July 1 to August 31. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).
- Effective July 1, 2006 have the right to assign one custodian, custodian/driver or maintenance mechanic to work a 9:00 a.m. to 6:00 p.m. shift should it decide to do so. Only junior employees hired subsequent to July 1st, 2004 will be assigned to such coverage (unless said position is desired by a more senior employee).

C. Workdays: Effective July 1, 2006:

- For all 12-month clerical employees, eight (8) hours per day, inclusive of one 60-minute duty free lunch period and five (5) hours per day (no lunch break) on those days when school is not in session. During summer months, 12-month clerical employees shall work eight hours per day, inclusive of one 60-minute duty free lunch period, four days per week. Employees must schedule their workdays with the administrator for whom they are assigned so that all offices have appropriate clerical/secretarial coverage on summer days.
- For all 12-month facilities employees (including custodian/bus drivers, custodians and maintenance mechanics), nine (9) hours per day, inclusive of a one (1) hour duty free lunch period on those days when school is in session except that, custodian/bus drivers who are unable to receive a one (1) hour duty free lunch period between the hours of 10:15 a.m. and 2:30 p.m. because of their duty assignment, will be paid overtime for the time actually worked.

- For all 12-month matron employees, eight (8) hours per day, inclusive of one 40-minute duty free lunch period.
- For all custodial employees (including custodian/bus drivers, custodians and maintenance mechanics), eight (8) hours per day, inclusive of a one-half (1/2) hour duty free lunch period except matrons who will work seven (7) hours per day, inclusive of a one-half hour duty free lunch period, on those days when school is not in session including summer months. In the District's discretion, one or more school monitors may be assigned to work during the summer months. For adjusted schedules and 11 month assignments, staff will have the opportunity to volunteer for these new shifts/assignments in order of seniority with the District able to assign based on reverse seniority if no one volunteers.
- For all nurses (including LPNs), seven (7) hours per day, inclusive of a one 40-minute duty free lunch period. Nurses (including LPNs) hired after September 17, 2024, shall work seven (7) hours and thirty (30) minutes inclusive of one 40-minute duty free lunch period.
- For all teacher aides, seven (7) hours per day, inclusive of a one 40-minute duty free lunch period. Teacher aide daily work schedules will be arranged by the respective building principals so that appropriate student supervisory coverage is in place at morning arrival and afternoon dismissal times. These schedules will be overlapping between 8:00 a.m. to 3:30 p.m. at PRSS and 7:30 a.m. to 3:00 p.m. at BBMS/HS. No teacher aide shall be regularly assigned to work beyond a 7-hour workday.
- For all 10-month school monitors, eight (8) hours per day, inclusive of one 40-minute duty free lunch period;

On school days when students are dismissed prior to their normal dismissal time because of an emergency, such as inclement weather, employees, except those assigned to the facilities department, shall maintain their regular workday schedule for a maximum of sixty (60) minutes at the discretion of the direct supervisor. The discretion of the direct supervisor as it relates to this matter is not subject to the grievance procedure.

- On parent-teacher conference days or other early dismissal days, all full-time teacher aides are required to maintain their regular workday schedule until an hour after such dismissal time unless a staff development workshop has been scheduled by the Superintendent of Schools or his/her designee.
- The Video Camera Operator shall work a minimum of 25 hours per week and shall be eligible for all full time benefits. The work schedule shall be flexible and determined by the direct administrative supervisor. This position includes evenings and all of the current incumbent's responsibilities. It does not include overtime.

ARTICLE XVII: UNIFORMS

An annual allowance will be given to each facilities personnel, school monitor (or other security personnel) for work-related uniforms. This allowance shall not exceed \$250.00. For school monitors and custodial staff, employees must purchase the uniform selected by the District from the District's selected vendor(s). The District shall establish a procedure for ordering uniforms with employees reimbursing the District for orders in excess of their contractually entitled amount.

ARTICLE XVIII: LEAVES

A. Sick, Personal and Bereavement Leave:

1. Employees working less than 20 hours per week subject to Board approved school calendar or more per year will be entitled to the following sick, personal and bereavement days. Days are defined to mean an equivalent number of hours the employee works on a regular workday.

Personal Days 3 days per year.

Sick Days 6 days per year for employees working less than
3 years in the school district.

10 days per year for employees working 3 years
or more in the school district.

Death in the Immediate Family – 4 days.

2. All 10-month employees and employees subject to Board approved school calendar shall be entitled to 10 sick days per year and 4 personal days per year, plus 4 days for death in the immediate family. After four years they will be entitled to 12 sick days per year.
3. Twelve-month employees shall be entitled to 12 sick days per year, 4 personal days per year, plus 4 days for death in the immediate family. After four years they will be entitled to 15 sick days per year.
4. For the purposes of this article, immediate family shall include spouse, children, mother, mother-in-law, father, father-in-law, sister, grandmother, grandfather, brother, domestic partner or any relative living in the employee's home. Up to two days may be used for brother-in-law and/or sister-in-law. Additional bereavement days may be deducted from accumulated sick leave.
5. Upon an approved request, 3 days of bereavement leave may be deducted from accumulated sick leave for death of relatives not specified in paragraph 4. above.

6. Unused sick leave days shall be accumulated without limit. However, only accumulated days up to and including 180 days will be used for sick leave. All days beyond 180 days will be placed, as they accrue, in a separate category. Unused sick days and these additional accrued days may be used as part of a retirement or other incentive plan.
7. Unused personal leave days shall be accumulated with unused sick leave days.
8. The District will forward to each employee an annual accounting of sick/personal leave days and salary information for the current fiscal year on or before December 1st of that fiscal year.
9. For the 2019-2020 and 2020-2021 school year, any employee who is absent or late two or less days (unscheduled) in their work year shall receive an end of year incentive of an additional two (2) days' pay. Effective July 1, 2021, any 10-month employee who is absent or late two or less days (scheduled or unscheduled sick) in their work year shall receive two (2) days' pay. Any 12-month employee who is absent or late three (3) or less days (scheduled or unscheduled sick) in their work year shall receive three (3) days' pay.
10.
 - a. A request for personal leave must be submitted to the employee's supervisor at least forty-eight (48) hours prior to the requested date on the forms supplied by the Superintendent's office, which shall contain space for an affirmation by the employee that the requested leave is for compelling personal business that cannot be accomplished outside of school hours, but the employee need not specify the nature of the compelling personal business. With respect to emergencies making required advance notice impossible, request for personal leave shall be submitted with an explanation to the supervisor for approval of the late notice.
 - b. Personal leave is defined as compelling personal business which cannot be accomplished outside of school hours.
 - c. Any approval contemplated by subsection (a.) of the Article XVIII shall be deemed granted by the applicable supervisor unless denied in writing within forty-eight (48) hours of the applicable date of the request. If the request is made only forty-eight (48) hours before the intended leave day, the request must be denied by the applicable supervisor within twenty-four (24) hours or the employee may assume the request is granted.
 - d. After five (5) consecutive days of sickness, an employee shall be required to submit medical documentation substantiating the absence upon returning to work.

All documentation from the employee's physician shall be subject to the review of the Board's

DBS
LP
G

medical officer.

If the medical officer disputes that the employee was unable to work due to illness, then the parties shall agree to an independent physician to evaluate the documentation and such physician shall determine if the doctor's note is approved.

B. Child Care Leave:

1. Upon written application, the Board will grant an initial unpaid leave of absence for purposes up to a maximum of twelve (12) months.
2. An employee who is granted such leave must give the Superintendent written notice of his/her intention to return to his/her position no later than 75 workdays prior to the expiration of his/her leave.
3. An employee who gives timely written notice of his/her intention to return to his/her position at the expiration of his/her initial leave, and thereafter requests an extension of such leave for an additional period not to exceed twelve (12) months, may be granted or denied such leave, solely at the discretion of the Superintendent and the Board.
4. An employee granted a childcare leave of absence who desires to purchase health benefits beyond those provided by the District pursuant to the Family and Medical Leave Act or pursuant to this Agreement may purchase, at his/her own cost and expense, coverage under the health insurance, major medical and insurance allowance plans specified in Article XI (Fringe Benefits) provided the particular plans then in effect permit the employee to make such purchase.
5. To the extent the provisions contained in this Article provide for entitlements which are more generous than the benefits provided by the Family and Medical Leave Act, the provisions of this Article shall apply.

C. Jury Duty:

Any employee who serves on jury duty during his/her regular work year will receive full pay and shall remit to the Board the full pay (less travel allowance) received for jury duty. If a 12-month employee, who is entitled to a vacation leave, requests a deferment to and serves on jury duty during such vacation leave, the employee need not remit to the Board the pay received for jury duty.

ARTICLE XIX: SICK LEAVE BANK

An employee who is unable to work because of a serious extended illness or injury, and who has exhausted all sick and personal leave, but is expected to recover and return to work full time in a reasonable time, and who is a member of the sick leave bank, shall receive sick leave

credits from the bank up to a maximum of 60 sick leave days per employee per year as established by the Sick Leave Bank Committee in accordance with the following provisions:

- A. participation by the employees will be voluntary, and each full-time employee will contribute two sick leave days per year, except part time employees who will contribute one day;
- B. a maximum number of the aggregate sick leave days which may be contributed to the bank by the participating employees within the limitations contained in subparagraph (a) above, will be regulated by the Committee;
- C. the bank will be jointly administered by a committee of Board of Education representatives and Union representatives;
- D. sick leave bank sick leave days may be utilized only with respect to an employee's serious extended illness or injury requiring periods of medical care beyond unused sick leave days accumulated by the particular employee and where the employee is expected to recover and return to work full time in a reasonable time.
- E. the committee will determine the eligibility of participating employees within the standards specified in subparagraph (d) above; and
- F. the committee may establish such other provisions, not inconsistent with and subject to the provision of this Article that it may deem necessary or proper to administer the Sick Leave Bank.

ARTICLE XX: DUES DEDUCTIONS

- A. The District will deduct dues in the amount certified to by the Union for each member of the bargaining unit who files a dues deduction authorization card in the following form:





MEMBERSHIP ENROLLMENT FORM - 2019

NEW YORK STATE UNITED TEACHERS
Affiliated with AFT • NEA • AFL-CIO

NEW

First Name M.I. Last Name Suffix

Preferred Name Gender Date of Birth
☐ M ☐ F ☐ Other ☐ Declined

Address Apt #

City State ZIP

Preferred Phone Alternate Phone

☐ Cell ☐ Home ☐ Work ☐ Cell ☐ Home ☐ Work

Personal Email Address

To help your union better serve you, please check all that apply:

Our union advocates for conditions and programs that attract and retain the highest quality professionals. Which of these are you interested in learning more about?

- | | |
|--|---|
| <input type="checkbox"/> Compensation and Contracts | <input type="checkbox"/> Student Debt Management |
| <input type="checkbox"/> Professional Rights and Responsibilities | <input type="checkbox"/> Health Insurance |
| <input type="checkbox"/> Financial Planning / Stretching Your Paycheck | <input type="checkbox"/> Member Discount Programs |
| <input type="checkbox"/> Pension and Retirement Benefits | <input type="checkbox"/> Additional Insurance Options |

Our union provides resources and support to our members in their careers.
How can we support you in your career?

- | | |
|--|---|
| <input type="checkbox"/> Student Behavior & Classroom Management | <input type="checkbox"/> Evaluation and Observation |
| <input type="checkbox"/> Curriculum Assistance | <input type="checkbox"/> Health and Safety |
| <input type="checkbox"/> Access to Career Mentors | <input type="checkbox"/> Certification Questions |
| <input type="checkbox"/> Interacting with Parents | <input type="checkbox"/> Continuing Education |

Our union works to ensure that every school and college provides our students with opportunities to succeed. Which of the following issues are most important to you?

- | | |
|---|--|
| <input type="checkbox"/> Social, Racial and Economic Justice, | <input type="checkbox"/> Workplace Health and Safety |
| Women's and LGBTQ Rights | <input type="checkbox"/> Education Policy |
| <input type="checkbox"/> Parental and Community Engagement | <input type="checkbox"/> Political Advocacy |
| <input type="checkbox"/> Fully-Funded Schools and Colleges | |

By my signature, I request and accept membership in the local organization named above, the New York State United Teachers ("NYSUT") and its national affiliates, the National Education Association ("NEA"), American Federation of Teachers ("AFT"), and the American Federation of Labor-Congress of Industrial Organizations ("AFL-CIO"), where applicable. I accept the rights, responsibilities, and benefits of union membership. I acknowledge and understand that I have the right to withdraw my membership at any time.

By my signature, I also voluntarily request and authorize my employer to deduct an amount equal to the regular monthly dues uniformly applicable to members of the local organization named above and remit that amount to the local organization.

I understand that this authorization and assignment is not a condition of my employment and shall remain in effect, regardless of whether I am or remain a member of the union, for a period of one year from the date of this authorization and shall automatically renew from year to year unless I revoke this authorization by sending a written, signed notice of revocation via U.S. mail to the union between the window period of Aug. 1-31 or another window period specified in a collective bargaining agreement.

By my signature, I also consent to receive autodialed and/or prerecorded calls and/or text messages from or on behalf of the AFT, NEA, NYSUT, AFL-CIO and/or the local union at the telephone numbers provided, including my wireless number, if applicable. The scope of this consent relates to any purpose for which any of the above entities may call. I understand that this consent is NOT a condition of my membership in NYSUT, its national affiliates, or the local organization named above.

I understand that union dues, contributions or gifts to the above named local are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses or on other bases expressly provided by state or federal law, such as New York State Tax Law section 615(d)(5).

Signature

Date Signed

TO BE COMPLETED BY LOCAL

☐ New Member ☐ Transfer

NYSUT Member ID # (leave blank if new member) Dues Start Date

Local Name

Local Number

Unit Building Name/Code

Membership Category (Annual Salary)

- ☐ Full Dues (\$34,000 +) (1)
☐ Split Dues
☐ 3/4 Dues (\$25,500 - \$33,999) (7)
☐ 1/2 Dues (\$17,000 - \$25,499) (2)
☐ 1/4 Dues (\$8,500 - \$16,999) (5)
☐ 1/8 Dues (<\$8,499) (8)
☐ Per-Diem Sub (9)

Job Type/Description

Certified/Licensed School Titles

- ☐ Teacher (1)
☐ Teaching Assistant (2)
☐ Guidance Counselor (1)
☐ Library/Media (J)
☐ Psychologist (M)
☐ Social Worker (O)
☐ Speech Therapist (S)
☐ Nurse (C)
☐ Other (9)

School-Related Professional

- ☐ Aide or Monitor (3)
☐ Buildings and Grounds (4)
☐ Transportation (5)
☐ Food Service Personnel (6)
☐ Admin. Support (7)
☐ Technology Support (G)
☐ Security (N)
☐ Other (9)

Higher Education

- Academic**
☐ Tenure Track (V)
☐ Adjunct Professor (W)
☐ Full-Time Non-tenure (X)
Professional
☐ Counselor/Advisor (I)
☐ Library/Media (J)
☐ Technology Support (G)
☐ Admin. Support (7)
☐ Other (9)

Support & Admin

- Health Care**
☐ RN (C)
☐ LPN or Tech (D)
☐ Therapist (R)
Municipal
☐ Library/Media (J)
☐ Admin. Support (7)
☐ Municipal Specialty (B)

Handwritten initials: DSS, CB, and a signature.

The dues deduction authorization will remain in full force and effect until one (or more) of the following occurs:

- 1) An employee revokes his/her membership in the union, in writing, and in accordance with the signed dues deduction authorization or
- 2) The employee is no longer employed by the public employer. (But, if the employee is reemployed by the same public employer in a position represented by the same union within a one-year period, then the right to deduct dues from the employee is automatically reinstated.)

If an employee who has signed a dues deduction authorization card is either removed from the employer's payroll or otherwise placed on a paid or unpaid voluntary or involuntary leave of absence, the employee's union membership must be continued (and, consequently, the dues deductions must be continued) upon the employee's restoration to the payroll or to active duty

Within 30 calendar days of employment, re-employment, or promotion or transfer to a new bargaining unit, the employer must notify the applicable union, if any, of the following information: the employee's name; address; job title; employing agency, department or other operating unit; and work location.

Within 30 calendar days of providing the above-mentioned information to the respective union, an employer must allow a "duly appointed representative of the employee organization that represents that bargaining unit" to meet with the employee for a "reasonable period of time" *on working time and without charging the employee's accruals*. The arrangements for this meeting must be made in consultation with a designated employer representative.

- B. The liability of the District is limited exclusively and solely to the remittance of the deductions from salary payments as provided in this Article XX. In no event shall the Board be liable to any individual employee for the payment of the monies remitted to the Treasurer of the Union.
- C. The Union will certify to the Business Office in writing the current rate of its membership dues. If the Union changes the rate it will so notify the Business Office in writing 30 calendar days prior to the effective date of the change.
- D. All employees' dues deductions authorized to be deducted by documents received by or on file with the Business Office by the first paycheck in September of any school year shall be deducted in equal installments, or as equal as possible, beginning with the first pay period after the first September paycheck and continuing thereafter during the remaining pay periods of said school year. For authorizations received after the first September paycheck, deductions shall be made in the same manner, during the remaining pay periods.
- E. The dues shall be remitted by the Business Office to the Treasurer of the Union within 10 business days after the end of the pay periods.

ARTICLE XXI: UNION RIGHTS

- A. Bulletin Boards: The Board will provide the Union with the non-exclusive use of a bulletin board in the Faculty Room at Ridge Street School and in the Faculty Room of Blind Brook High School for notices and information relative to Union business.
- B. Reproduction of the Agreement: This Agreement shall be typed and reproduced by the Board.
- C. Copies of this Agreement: The Board shall furnish each present member of the bargaining unit with a copy of this agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this agreement by the Board.
- D. Board Minutes: The Board shall provide the Union President a copy of the adopted Board minutes of each regular public Board Meeting and a copy of the Board's Policy Manual and Administrative Regulation Manual. When a Board of Education Meeting is videotaped a copy will be provided to the Union President.
- E. Superintendent's Advisory Council: The Superintendent and representatives of the Union shall meet upon request to discuss matters of mutual concern.
- F. Use of the Building: The Union shall have the right to use school buildings or facilities after work hours for Union meetings provided the Union pays for any special expense connected with such use and provided further that prior approval is obtained from the appropriate building principal.
- G. Union Business: The President of the bargaining unit or designee will have four (4) days for Union business which must be approved by the Superintendent at least 15 days in advance.
- II. Negotiations: The Board agrees to provide the following data to the Union for the purpose of administering and negotiating their collective bargaining agreements:
 - 1. Current enrollment statistics and expected enrollment for the succeeding school year;
 - 2. Leave utilization for prior and current school year;
 - 3. Salary distribution data for the current year;
 - 4. Budget for the current year and proposed budget when submitted to the public.
- I. Seniority List: Each year the District shall provide the Union with a departmentalized list of current employees by October 15th.

ARTICLE XXII: TRANSFERS

An employee who is involuntarily transferred shall have the right to appeal in writing to the Superintendent of Schools within five (5) business days after notice of such transfer. If such an appeal is timely filed, the transfer will be held in abeyance pending the decision of the Superintendent. The Superintendent's decision shall be final and shall not be subject to the grievance or arbitration procedures contained in this Agreement.

ARTICLE XXIII: PERFORMANCE EVALUATION

- A. Written evaluations of each employee's performance shall be conducted at least once each year. Employees will be notified as to which administrators are assigned to evaluate their performance and the criteria the Superintendent has established for evaluation by September 30th of each year. A copy of the written evaluation will be given to the employee not later than ten workdays after the evaluation has been completed or for any academic year not later than June 15th of that academic year.
- B. The employee and the evaluator will meet within 5 workdays after the employee's receipt of the evaluation report for the purpose of reviewing the report. At the meeting the employee may choose to make written comments which will be attached to the original report.
- C. The original evaluation report will be signed by both the evaluator and the employee on the spaces provided in the report for their respective signatures. The employee's signature indicates that the report has been reviewed, but does not indicate agreement with the report.
- D. Where evaluations indicate less than satisfactory performance, corrective actions, whether written or oral, shall be promptly brought to the attention of the employee.
- E. The employee shall have the right to respond, in writing, within 5 workdays after receiving a copy of the evaluation to any written evaluations made and to have such response included in his/her personnel file.
- F. Effective September 17, 2024, the District shall designate one administrator per school to evaluate all security personnel in that school in a given school year. The administrator designated to conduct evaluations will rotate each year.

ARTICLE XXIV. PERSONNEL FILES

- A. An employee will be given a copy of any documents relating to his/her work performance subsequent to his hiring which is placed in his/her personnel file in the administration office. The employee shall initial the file copy of the document but such initialing merely indicates he has seen the material and does not indicate his/her agreement with the contents.

- B. An employee shall have the right to submit a written response within 10 workdays after receipt of the document to any materials, specified in paragraph A. above, which are placed in the employee's file and have the response included in the administration file.
- C. Employees shall have the right, upon reasonable notice, to review the contents of their personnel file and to obtain a copy of any document contained therein, except that pre-employment materials shall not be subject to such review or copying.

ARTICLE XXV: GRIEVANCE PROCEDURE

Definition of Terms:

A "Grievance" shall mean a claimed violation of any express term of this Agreement.

A "Grievant" shall mean an employee or a group of employees in the service unit as defined in Article I of this Agreement, or the Union.

A "Day" shall mean any regular workday.

PROCEDURE

Employee

Any affected employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The immediate supervisor shall hold a conference on the grievance within ten(10) days of the receipt of the grievance. The grievant may be present at such conference. Within ten (10) days after the conference, the immediate supervisor shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL TWO: In the event that the grievance is not amicably resolved at the first step conference or by the decision, the grievant shall, within ten (10) days after the receipt of the decision, appeal to the Superintendent of Schools, or his designee. Appeal to the Superintendent shall be heard by the Superintendent, or his designee, within ten (10) days after the receipt of the appeal. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent, or his designee, shall issue a written decision which shall be sent to the grievant and the Union.

LEVEL THREE: If the grievance is not resolved at Level Two, the grievant may appeal to the Board of Education within ten (10) days after receiving the determination made at Level

Two. Within ten (10) days after the receipt of this appeal, the Board or a committee thereof shall hold a conference. The grievant may be present at such conference. The grievant shall be entitled to three (3) days' notice of such conference. Within fifteen (15) days after the conference, the Board shall issue a written grievance decision to the grievant and the Union.

LEVEL FOUR: Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a Demand for Arbitration with the Superintendent of Schools and the American Arbitration Association. The selected arbitrator will have the authority only to decide if the contract has been violated and to provide a remedy for a violation. The arbitrator shall have no power or authority to order any remedy or to make any decision which is contrary to law or rules or regulations having the force and effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the Arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the parties to the dispute.

The costs for services of the arbitrator, including expenses, if any, will be shared equally by the Board and the Union.

MISCELLANEOUS:

1. Failure of the responsible representative of the Board to respond within the time period provided by this Article shall allow an immediate appeal to the next step.
2. An employee grievant may be represented at all stages of the grievance procedure by a representative of the Union.
3. The Union has the right to be in attendance and to present its views at any and all employee grievance conferences.
4. An appeal to arbitration of an employee grievance may only be taken by the Union.
5. A grievant has a right to be represented by a Union representative and/or NYSUT representative at the arbitration level.
6. Any grievance that is not filed, or if filed, not presented at the next level, within the time limitations herein specified, shall be deemed waived.
7. The time limitations herein specified may be extended only by written mutual agreement of the parties.
8. The parties agree to make a reasonable effort to comply with requests of the other party to make available material and relevant documents concerning the alleged grievance which are dated not earlier than three (3) years prior to the date of the filing of the alleged grievance at Level One.
9. No reference to or records of a grievance shall be placed in the grievant's

personnel file.

10. An officer of the Union may appear as an employee representative at a grievance and/or arbitration hearing without the loss of pay or sick/personal leave days to the Union Representative.

ARTICLE XXVI: CONFORMITY TO LAW – SAVINGS CLAUSE

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

ARTICLE XXVII: MILEAGE

Mileage will be reimbursed at the current IRS maximum rate per mile for all school related business.

ARTICLE XXVIII: STATUTORY PROVISION

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 XXIX: MANAGEMENT RIGHTS

Except as validly limited by express provisions of this Agreement, the Board reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to allocate positions to pay grades; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work. The operating of schools and the direction of staff are vested exclusively in the Board.

ARTICLE XXX: PART TIME EMPLOYEES

Definition: For the purpose of this Agreement, part time employees shall be defined as any employee who works less than twenty (20) hours per week.

- a. Personal, Sick and Bereavement Days for part time employees are specified in Article XVIII, paragraph A.I., of this Agreement.

- b. Leaves for child care and jury duty for part time employees are specified in Article XVIII, paragraphs B. and C., respectively, of this Agreement.
- c. Paid Holidays for part time employees are specified in Article XIII of this Agreement.
- d. Salary schedule for part time employees is appended to this Agreement.
- e. CAREER LONGEVITY INCREMENTS - Effective July 1, 2024, all Part Time bargaining unit employees shall receive longevity as follows:

Years of Service	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
After 7 years	\$ 152	\$ 154	\$ 156	\$ 158	\$ 160
After 14 Years	\$ 203	\$ 206	\$ 209	\$ 212	\$ 215
After 21 Years	\$ 305	\$ 310	\$ 315	\$ 320	\$ 325

The relevant career increments shall be paid and shall continue in a non-cumulative fashion during paid years of service for the duration of this agreement.

ARTICLE XXXI: HEALTH AND SAFETY COMMITTEE

The parties have established a Health and Safety Committee pursuant to which:

Safe and healthful conditions in school buildings, parking lots, and exterior school premises shall be reasonably maintained. To this end, the Health and Safety Committee, shall be composed of District representatives from each building, the Superintendent, representation from the Blind Brook-Rye Federation of Teachers, and the Blind Brook Employees Local 4060. Other parties of interest will be invited to be members of equal standing. This Health and Safety Committee shall:

- a. Devise a "complaint report form" which all employees may use to communicate health and safety concerns or problems to their building-level labor-management committee. If the concern is not resolved by the building-level labor-management committee within ten (10) workdays, then this concern shall be referred to the District Health and Safety Committee for further review and action. Once a complaint is referred to the District Health and Safety Committee, the President (or the President's designee) of the originator's union shall be notified in writing. Reason for denial of action on any concern shall be given in writing to all parties at each level of the process.
- b. Meet at least four (4) times a year.
- c. Examine and make recommendations concerning District "housekeeping" practices and procedures, including but not limited to usage of all equipment and materials and access to records.

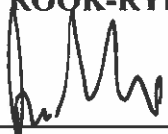
- d. Recommend to the Superintendent for appropriate action regarding health and safety issues, which shall be considered in a timely manner but not later than ten (10) business days after the recommendation is made.
- e. The Superintendent shall be responsible to investigate and resolve all complaints and ensure compliance with all health and safety regulations.

ARTICLE XXXII: POSTING OF VACANCIES

Vacancies in the school district shall be posted on the school bulletin boards and the District website.

IN WITNESS WHEREOF, the parties hereto have executed this document the year and day first above written.

BOARD OF EDUCATION **BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT**

By: 
PRESIDENT, BOARD OF EDUCATION

By: 
SUPERINTENDENT OF SCHOOLS

BLIND BROOK-RYE EMPLOYEES LOCAL 4060, NYSUT, AFT, AFL-CIO

By: 
UNION -PRESIDENT

By: 
UNION VICE-PRESIDENT

DATED: 12/18/24

Blind Brook Public Schools
SRP Salary Schedule

APPENDIX A1

2024-2025

STEP	A	B	C	D	E	CATEGORY	TITLE
1	27,803	31,044	35,552	40,060	46,071		
2	28,607	31,945	36,589	41,232	47,423	A	Teacher Aide
3	29,435	32,875	37,658	42,440	48,814		School Monitor
4	30,290	33,830	38,758	43,683	50,252		
5	31,168	34,817	39,891	44,966	51,729	B	Matron
6	32,075	35,831	41,056	46,283	53,252		
7	33,006	36,876	42,260	47,641	54,817	C	Attendance Clerk
8	33,966	37,954	43,496	49,040	56,433		Computer Aide
9	34,957	39,061	44,771	50,480	58,098		Library Clerk
10	35,974	40,202	46,086	51,966	59,809		LPN
11	37,024	41,380	47,438	53,497	61,575		
12	38,106	42,593	48,830	55,072	63,392	D	Custodian
13	39,219	43,840	50,269	56,694	65,263		Custodian/Driver
14	40,367	45,126	51,745	58,367	67,192		Office Asst-Auto Systems
15	41,545	46,479	53,267	60,085	69,176		
16	42,764	47,813	54,837	61,859	71,226	E	Account Clerk
17	44,018	49,217	56,452	63,684	73,332		Head Bus Driver/Custodial Worker
18	45,305	50,664	58,116	65,567	75,502		Head Custodian
19	46,638	52,155	59,830	67,504	77,738		Maintenance Mechanic
20	48,007	53,690	61,593	69,500	80,037		Payroll Clerk
21	49,065	54,875	62,957	71,041	81,818		Registered Nurse
22	50,145	56,089	64,353	72,617	83,635		Sec'y to School Principal
23	51,252	57,327	65,778	74,229	85,495		Sec'y to School Official
24	52,383	58,595	67,236	75,877	87,396		Sr. Office Asst - Auto Systems
							Database Specialist

Blind Brook Public Schools
SRP Salary Schedule

APPENDIX A2

2025-2026

STEP	A	B	C	D	E	CATEGORY	TITLE
1	28,220	31,510	36,085	40,661	46,762		
2	29,036	32,424	37,138	41,850	48,134	A	Teacher Aide
3	29,877	33,368	38,223	43,077	49,546		School Monitor
4	30,744	34,337	39,339	44,338	51,006		
5	31,636	35,339	40,489	45,640	52,505	B	Matron
6	32,556	36,368	41,672	46,977	54,051		
7	33,501	37,429	42,894	48,356	55,639	C	Attendance Clerk
8	34,475	38,523	44,148	49,776	57,279		Computer Aide
9	35,481	39,647	45,443	51,237	58,969		Library Clerk
10	36,514	40,805	46,777	52,745	60,706		LPN
11	37,579	42,001	48,150	54,299	62,499		
12	38,678	43,232	49,562	55,898	64,343	D	Custodian
13	39,807	44,498	51,023	57,544	66,242		Custodian/Driver
14	40,973	45,803	52,521	59,243	68,200		Office Asst-Auto Systems
15	42,168	47,176	54,066	60,986	70,214		
16	43,405	48,530	55,660	62,787	72,294	E	Account Clerk
17	44,678	49,955	57,299	64,639	74,432		Head Bus Driver/Custodial Worker
18	45,986	51,424	58,988	66,551	76,635		Head Custodian
19	47,338	52,937	60,727	68,517	78,904		Maintenance Mechanic
20	48,727	54,495	62,517	70,543	81,238		Payroll Clerk
21	49,801	55,698	63,901	72,107	83,045		Registered Nurse
22	50,897	56,930	65,318	73,706	84,890		Sec'y to School Principal
23	52,021	58,187	66,765	75,342	86,777		Sec'y to School Official
24	53,169	59,474	68,245	77,015	88,707		Sr. Office Asst - Auto Systems Database Specialist

Blind Brook Public Schools
SRP Salary Schedule

APPENDIX A3

2026-2027

STEP	A	B	C	D	E	CATEGORY	TITLE
1	28,643	31,983	36,626	41,271	47,463		
2	29,472	32,910	37,695	42,478	48,856	A	Teacher Aide
3	30,325	33,869	38,796	43,723	50,289		School Monitor
4	31,205	34,852	39,929	45,003	51,771		
5	32,111	35,869	41,096	46,325	53,293	B	Matron
6	33,044	36,914	42,297	47,682	54,862		
7	34,004	37,990	43,537	49,081	56,474	C	Attendance Clerk
8	34,992	39,101	44,810	50,523	58,138		Computer Aide
9	36,013	40,242	46,125	52,006	59,854		Library Clerk
10	37,062	41,417	47,479	53,536	61,617		LPN
11	38,143	42,631	48,872	55,113	63,436		
12	39,258	43,880	50,305	56,736	65,308	D	Custodian
13	40,404	45,165	51,788	58,407	67,236		Custodian/Driver
14	41,588	46,490	53,309	60,132	69,223		Office Asst-Auto Systems
15	42,801	47,884	54,877	61,901	71,267		
16	44,056	49,258	56,495	63,729	73,378	E	Account Clerk
17	45,348	50,704	58,158	65,609	75,548		Head Bus Driver/Custodial Worker
18	46,676	52,195	59,873	67,549	77,785		Head Custodian
19	48,048	53,731	61,638	69,545	80,088		Maintenance Mechanic
20	49,458	55,312	63,455	71,601	82,457		Payroll Clerk
21	50,548	56,533	64,860	73,189	84,291		Registered Nurse
22	51,660	57,784	66,298	74,812	86,163		Sec'y to School Principal
23	52,801	59,060	67,766	76,472	88,079		Sec'y to School Official
24	53,967	60,366	69,269	78,170	90,038		Sr. Office Asst - Auto Systems Database Specialist

Blind Brook Public Schools
SRP Salary Schedule

APPENDIX A4

2027-2028

STEP	A	B	C	D	E	CATEGORY	TITLE
1	29,073	32,463	37,175	41,890	48,175		
2	29,914	33,404	38,260	43,115	49,589	A	Teacher Aide
3	30,780	34,377	39,378	44,379	51,043		School Monitor
4	31,673	35,375	40,528	45,678	52,548		
5	32,593	36,407	41,712	47,020	54,092	B	Matron
6	33,540	37,468	42,931	48,397	55,685		
7	34,514	38,560	44,190	49,817	57,321	C	Attendance Clerk
8	35,517	39,688	45,482	51,281	59,010		Computer Aide
9	36,553	40,846	46,817	52,786	60,752		Library Clerk
10	37,618	42,038	48,191	54,339	62,541		LPN
11	38,715	43,270	49,605	55,940	64,388		
12	39,847	44,538	51,060	57,587	66,288	D	Custodian
13	41,010	45,842	52,565	59,283	68,245		Custodian/Driver
14	42,212	47,187	54,109	61,034	70,261		Office Asst-Auto Systems
15	43,443	48,602	55,700	62,830	72,336		
16	44,717	49,997	57,342	64,685	74,479	E	Account Clerk
17	46,028	51,465	59,030	66,593	76,681		Head Bus Driver/Custodial Worker
18	47,376	52,978	60,771	68,562	78,952		Head Custodian
19	48,769	54,537	62,563	70,588	81,289		Maintenance Mechanic
20	50,200	56,142	64,407	72,675	83,694		Payroll Clerk
21	51,306	57,381	65,833	74,287	85,555		Registered Nurse
22	52,435	58,651	67,292	75,934	87,455		Sec'y to School Principal
23	53,593	59,946	68,782	77,619	89,400		Sec'y to School Official
24	54,777	61,271	70,308	79,343	91,389		Sr. Office Asst - Auto Systems Database Specialist

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Blind Brook Public Schools
SRP Salary Schedule

APPENDIX A5

2028-2029

STEP	A	B	C	D	E	CATEGORY	TITLE
1	29,509	32,950	37,733	42,518	48,898		
2	30,363	33,905	38,834	43,762	50,333	A	Teacher Aide
3	31,242	34,893	39,969	45,045	51,809		School Monitor
4	32,148	35,906	41,136	46,363	53,336		
5	33,082	36,953	42,338	47,725	54,903	B	Matron
6	34,043	38,030	43,575	49,123	56,520		
7	35,032	39,138	44,853	50,564	58,181	C	Attendance Clerk
8	36,050	40,283	46,164	52,050	59,895		Computer Aide
9	37,101	41,459	47,519	53,578	61,663		Library Clerk
10	38,182	42,669	48,914	55,154	63,479		LPN
11	39,296	43,919	50,349	56,779	65,354		
12	40,445	45,206	51,826	58,451	67,282	D	Custodian
13	41,625	46,530	53,353	60,172	69,269		Custodian/Driver
14	42,845	47,895	54,921	61,950	71,315		Office Asst-Auto Systems
15	44,095	49,331	56,536	63,772	73,421		
16	45,388	50,747	58,202	65,655	75,596	E	Account Clerk
17	46,718	52,237	59,915	67,592	77,831		Head Bus Driver/Custodial Worker
18	48,087	53,773	61,683	69,590	80,136		Head Custodian
19	49,501	55,355	63,501	71,647	82,508		Maintenance Mechanic
20	50,953	56,984	65,373	73,765	84,949		Payroll Clerk
21	52,076	58,242	66,820	75,401	86,838		Registered Nurse
22	53,222	59,531	68,301	77,073	88,767		Sec'y to School Principal
23	54,397	60,845	69,814	78,783	90,741		Sec'y to School Official
24	55,599	62,190	71,363	80,533	92,760		Sr. Office Asst - Auto Systems Database Specialist

SRP Salary Schedule - Hourly Employees
2024-2025 to 2028-2029

APPENDIX A6

STEP	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	17.71	17.98	18.25	18.52	18.80
2	19.25	19.54	19.84	20.13	20.44
3	20.71	21.02	21.33	21.65	21.98
4	21.33	21.65	21.97	22.30	22.63
5	21.96	22.29	22.63	22.97	23.31
6	22.63	22.97	23.32	23.67	24.02

TITLES

Teacher Aide
School Monitor
Bus Monitor
Custodian
Custodian/Bus Driver
Clerks

APPENDIX A7

STEP	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	43.39	44.04	44.70	45.37	46.05
2	43.93	44.59	45.26	45.94	46.62
3	44.47	45.13	45.81	46.50	47.20
4	45.02	45.69	46.38	47.07	47.78
5	45.56	46.25	46.94	47.64	48.36
6	46.57	47.27	47.98	48.70	49.43
7	46.66	47.36	48.07	48.79	49.52
8	47.20	47.91	48.62	49.35	50.09
9	47.74	48.45	49.18	49.92	50.66
10	48.27	49.00	49.73	50.48	51.24

TITLES

Videographer
RN

Handwritten initials/signature in blue ink.

APPENDIX B-1

SRP STIPENDS 2024-2025 to 2028-2029

Activity:

Student Activity Treasurer	2,078
Substitute Procurement K-5	3,500
Substitute Procurement MS	3,500
Substitute Procurement HS	3,000
We Deliver (Get Posted)	439
Transportation Facilitator	5,638
Custodial Team Leader *	7,280
Overnight On-Call Pay**	160
School Bus Driver***	1,750
Article 19A Certified Examiner	1,500
Event Assistant****	3,500
Teacher Aide*****	1,750

*Performed in conjunction with another regular assignment

**This stipend is in addition to overnight and daytime chaperone pay.

***Effective July 1, 2021, school bus drivers assigned to the regular daily transportation program will receive a 1,750 stipend each year (payable as follows, \$875 in December and \$875 in June of each year) for operating a District bus (not part of base salary).

****In the event the Director of Physical Education, Health and Interscholastic Athletics is not present, the Event Assistant will:

- Understand all content in the Coaches Handbook.
- Know all emergency protocols for events.
- Communicate expectations of personnel assigned to games and all athletic department staff associated with the event. Inform the Director of Physical Education, Health and Interscholastic Athletics of any problems or concerns.
- Handle any rescheduling of transportation and chaperones when issues arise during after school hours.

- Assistant the Director of Physical Education, Health & Interscholastic Athletics with any other event related issues as needed. For example:

1. On RSS campus if Director is at MS/HS.
2. If there are multiple games happening to be there to supervise.

*****Effective August 28, 2024, any teacher aide assigned to the Special Education Department and required to perform personal hygiene duties, including toileting, in accordance with a student's Individualized Education Program (IEP) or Section 504 Plan shall be paid a stipend of \$1,750. The determination of entitlement for the stipend shall be made on a yearly basis and upon a change in the student's IEP and 504 Plan. In the event the teacher aide performs the personal hygiene duties in accordance with a student's IEP or Section 504 Plan for less than a full school year, the stipend shall be pro-rated. A teacher aide who is assigned to these duties shall, upon their request, be in the vicinity of another adult while performing such duties.

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Appendix C

Salary Schedule for 11 Month School Monitor Position 2024-2025 to 2028-2029

Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	30583	31042	31508	31980	32460
2	31467	31939	32419	32905	33398
3	32379	32864	33357	33857	34365
4	33317	33817	34324	34839	35362
5	34285	34800	35322	35852	36389
6	35281	35811	36348	36893	37446
7	36306	36851	37404	37965	38534
8	37363	37923	38492	39069	39655
9	38452	39029	39614	40209	40812
10	39571	40165	40767	41379	41999
11	40727	41337	41958	42587	43226
12	41917	42546	43184	43831	44489
13	43140	43788	44444	45111	45788
14	44402	45068	45744	46430	47127
15	45699	46385	47081	47787	48504
16	47040	47746	48462	49189	49927
17	48419	49146	49883	50631	51390
18	49835	50583	51341	52111	52893
19	51302	52072	52853	53645	54450
20	52808	53600	54404	55220	56049
21	53972	54781	55603	56437	57283
22	55160	55987	56827	57679	58544
23	56378	57223	58082	58953	59837
24	57621	58486	59363	60254	61157

