NEGOTIATED AGREEMENT

BETWEEN

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

AND THE

BELLPORT TEACHERS ASSOCIATION AFFILIATE

September 1, 2023 – August 31, 2027

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ARTICLE I – RECOGNITION

A. The Board recognizes the Bellport Teachers Association Affiliate as the exclusive representative for all Teacher Aides, Teaching Assistants, and Monitors.

B. The Association agrees to represent equally all personnel in this negotiating unit without regard to participation in the activities of the Association, or any other employee organization, and to continue to admit Teacher Aides, Monitors, and Teaching Assistants to membership without qualification other than payment of dues and employment in South Country Central School District, Town of Brookhaven, Suffolk County, New York.

C. The parties agree that the recognition given the Association shall entitle the Association to the right set forth in Paragraph 208 of the Public Employees' Fair Employment Act, including among other things, unchallenged representation for the maximum period provided by law.

ARTICLE II – DUES DEDUCTION

A. The District agrees to deduct from the pay of the Unit Member's membership dues in accordance with authorization cards signed by such Unit Member so long as such authorization shall remain in effect. The form of the dues deduction authorization cards shall be as follows:

Payroll Deduction Authorization

Social Security Number
Last Name First Middle
District Name
Organization

To the Board of Education:
I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school district , or until revoked by me in writing between August 1st and August 31st of any given year.

_____

Date Signature

B. The Association shall certify to the District in writing the current rate of its membership dues and shall notify the District of any change in said rate. Such change shall not become effective until the beginning of the following school year.

C. Deductions referred to in Section 'A' above shall be made in the following manner: the total of the deductions indicated in the dues deduction authorization shall be deducted in twenty (20) substantially equal installments starting with the last paycheck in September.

D. No later than October 1st of each year, the Association shall provide the District with a list and the original signed dues deduction authorization of those employees who have voluntarily authorized the District to deduct dues for the Association.

E. The District shall, following each pay period in which dues deductions are made, transmit the amount so deducted to the Association. Each transmission of dues shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. The Association shall review each such listing for accuracy when provided by the District.

F. It is specifically agreed that the District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will defend, indemnify, and hold the District harmless from any claims, actions or proceedings by an employee arising from deductions made by the District hereunder. Once the funds are remitted to the Association, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Association.

ARTICLE III – NEGOTIATIONS PROCEDURE

A. No later than December 10, 2026, either party may send written notice to the other of desire to negotiate a successor agreement. Failing such notice by such time, the agreement shall automatically be renewed for a one year period, and successive such periods until notice is given. Upon notice being given, the parties will enter into good faith negotiations no later than January 10, following such notice. If agreement is not concluded by March 7 following such notice, either party may request PERB to assist the parties to reach agreement according to the provisions of Section 209 of the Civil Service Law and amendments thereof.

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

ARTICLE IV – COMPENSATION AND BENEFITS

A. Salary:

For 23/24: Increase salary schedules by $1.00 per hour, retroactive to 9/1/2023
For 24/25: Increase salary schedules by $1.00 per hour
For 25/26: Increase salary schedules by $.75 per hour
For 26/27: Increase salary schedules by $.50 per hour

Normal step movement shall resume effective September 1, 2023.

B. Relative to salary – Step 1 on the salary schedule is considered the entry level for all new employees hired during each school year. Unit members advance to the next step on the salary schedule effective September 1 each year.

C. Teacher Aides may apply for transfers to Teaching Assistant positions provided they are certified or are qualified to receive an appropriate Teaching Assistant Certificate (Level I, II, III, Pre-professional or Title I).

D. Sick Days:

All unit members are eligible for ten (10) sick days per year. Members may use their sick days for family or personal illness.

After 15 years of service in the district, all unit members are eligible for twelve (12) sick days per year. This would occur at the start of the unit member's 16th year of service in the district.

A certificate for proof of illness from a health care provider shall be required for any absence of more than three (3) consecutive school days.

Members may accrue up to 210 sick days. Members who terminate employment after 10 years of service in the district shall receive payment for ½ of their accrued sick leave at their present rate of pay at the time of separation. The maximum payout is for 50 days (e.g., a member who accrues 60 days would be paid for 30 days; a member who accrues 100 days, would be paid for 50 days; a member who accrues 120 days would be paid for 50 days). After 20 years of service, payment for sick days upon resignation for the purpose of retirement is 75% of sick days and a maximum of 100 days.

E. Holidays: Provided the individual is present the work day immediately preceding and the work day immediately following the holiday involved, or has a note from a physician verifying illness on the date of absence, each Unit Member shall be eligible for the following paid holidays. Holiday pay shall be paid by separate check in January and June. Notwithstanding anything to the contrary herein, holiday pay for Juneteenth may be paid by separate check in July.

Thanksgiving Day	Christmas Day
New Year's Day	Memorial Day
Martin Luther King Day	Veteran's Day
Columbus Day	Presidents' Day
Juneteenth	

F. Bereavement – A unit member shall be allowed up to five (5) consecutive days with pay for the death of a spouse, child, parent, parent-in-law, brother or sister, and up to two (2) days with pay for the death of any other member of his/her immediate family. The leave shall not be charged against sick leave or personal leave days.

In addition to spouse, child, parent, parent-in-law, brother or sister, the term "immediate family" means grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian, and any other relative residing in the household of which the member is a part.

Unit members are allowed up to two (2) days with pay with approval of the Superintendent for the death of a person of significance. This approval is at the non-reviewable discretion of the Superintendent.

G. Personal Days – Three (3) personal days per year shall be granted without reason. If not used, the personal day will be added to the unit member's sick day accumulation.

H. Chaperoning: Individuals in this bargaining unit will be considered for chaperoning when teachers cannot be found for the events and they shall be compensated at the rate indicated in the BTA contract.

I. Tax Sheltered Annuities: Unit Members employed on a regular basis of three (3) or more hours per day shall be entitled to payroll deductions for tax sheltered annuities.

J. Overtime: Unit members who are required to work beyond a normal day (greater than 8 hours) shall be compensated at the rate of one and one half times that member's hourly rate.

K. Jury Duty: Each Unit Member shall be granted leave with full pay in order to perform jury duty. All monies the Unit Member receives as a fee for serving as a juror must be paid over to the district. The Unit Member may not volunteer for jury duty. The penalty for volunteering shall be dismissal.

L. Unit Members will be paid for out of pocket fares on field trips.

M. Union Conferences: Two (2) days per officer of the BTAA, up to a total of 4 officers, will be provided to the unit for union related conferences.

N. Substitute Teaching: Any Unit member who possesses a valid New York State Teaching Assistant Certificate will receive: (a) $25 plus their *per diem* rate when serving as a substitute teacher for ½ day (i.e. 1-3 class periods); or (b) $50 plus their *per diem* rate when serving as a substitute teacher for a full day (i.e. more than 3 class periods).

Effective February 7, 2024, any employee who possesses a valid New York State Teaching Assistant Certificate will receive: (a) $35 plus their *per diem* rate when serving as a substitute teacher for ½ day (i.e. 1-3 class periods); or (b) $75 plus their *per diem* rate when serving as a substitute teacher for a full day (i.e. more than 3 class periods).

O. Workers' Compensation: Unit Members will be covered by the district's Workers' compensation policy. The School District shall reimburse Unit Members for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similarly bodily appurtenances not covered by Workers' Compensation which are damaged or lost as a result of an injury sustained in the course of the Unit Member's employment.

P. Each Unit Member will be paid on the twenty-six (26) or twenty-one (21) payment plan. Checks will be equal amounts. Notwithstanding any past practice or anything to the contrary herein, payment in advance of rendering service to the District shall not be required. The District shall provide a partial paycheck on one or both of the first two (2) Fridays of the school year reflecting the number of work days to that point, followed by equal bi-weekly paychecks.

Q. Longevity

Unit members will receive a longevity stipend of $1,200 following completion of ten (10) years of actual paid service to the district and shall receive said amount at the completion of eleventh (11), twelve (12), thirteen (13) and fourteen (14) years of actual paid service in the district.

Unit members will receive a longevity stipend of $1,500 at the completion of fifteen (15) years of actual paid service in the district and shall receive said amount at the completion of sixteen (16), seventeen (17), eighteen (18) and nineteen (19) years of actual paid service in the district.

Unit members will receive a longevity stipend of $2,000 at the completion of their twenty (20) years of actual paid service to the district and shall receive said amount at the completion of all subsequent years of actual paid service in the district.

R. The district will make in-service courses available as required.

S. Optical Coverage: Unit members who work five (5) or more hours per day are to be provided optical coverage. After qualifying for optical coverage, if the unit member's work

time drops below the five (5) hour minimum, then optical coverage is voided for that member until such time that the five (5) hour minimum is again reached.

T. Staff Development: Unit Members will undertake two (2) Staff Development Days per year with pay.

Unit Members will participate in staff development during the regular work day on days designated for parent-teacher conferences. The District shall accept input from the BTAA regarding topics to be covered during staff development days; however the District shall make the final determination as to the content of staff development programs in its sole discretion.

U. Expense Reimbursement

The Board shall reimburse each Unit member up to $600 for out-of-pocket expenses incurred for medical, dental, prescription, co-pays, eyeglasses, childcare and legal fees. Unit members are required to submit to the District written proof of such expenses. Reimbursement shall be paid by separate check in January and June. All receipts must be turned in by December 15 and June 30 for reimbursement in January and August, respectively.

V. Life Insurance

The Board shall provide and assume the full cost of a group life and accidental death insurance plan for members of the Association with coverage of $25,000 per employee. Coverage under said plan shall begin at the time of employment.

W. Sick Bank: The District and the Union shall adhere to the terms and conditions of the Sick Bank Structure approved by the Board of Education on January 28, 2009, which is attached hereto as Appendix "B", and incorporated by reference and made a part of this Agreement.

X. District-Wide Committees: Unit members approved by the Board to serve on Board-approved district-wide committees shall be paid at the rate of $30 per hour for their service on such district-wide committees during non-work hours. These district-wide committees are those for which the BTA members are paid an hourly rate, such as but not limited to School Improvement Teams.

Y. Union Representation: An employee shall be entitled to union representation at any and all steps in a disciplinary procedure.

Z. Child Care Leave: The District may grant an unpaid child care leave of absence to a Unit member for the birth or adoption of a child for a maximum of one (1) calendar year upon written request by a Unit member. Such leave of absence must occur immediately following the birth or adoption of a child, following any permissible use of sick leave following child birth. The child care leave of absence shall run concurrently with any leave granted under the Family and Medical Leave Act ("FMLA") for family reasons.

Applications for such leave must be submitted in writing, at least one (1) month prior to the requested effective date thereof. Notice of request to return must be submitted in writing to the District no later than three months prior to the proposed date of return.

AA. Attendance Incentive:

a. For each school year, any full-time regularly scheduled Unit member who is absent zero (0) sick days, zero (0) unpaid days, and zero (0) personal days during the school year shall receive six hundred dollars ($600) in a lump sum payment due thirty (30) days after June 30th of the school year, which shall not be added to the base salary.

b. For each school year, any full-time regularly scheduled Unit member who is absent one (1) or two (2) sick days, unpaid days, and/or personal days during the school year shall receive three hundred dollars ($300) in a lump sum payment due thirty (30) days after June 30th of the school year, which shall not be added to the base salary.

BB. Effective January 1, 2016 and thereafter, unit members working 30 hours per week or more shall be entitled to participate in the District's Group Health Insurance Plan. The District shall contribute fifty (50%) percent of the cost of individual coverage and thirty-five (35%) percent of the cost of family coverage.

Effective September 1, 2019 and thereafter, repealment of the federal Affordable Care Act ("Act") or amendment of the Act so to increase the number of hours worked in order to qualify for said coverage shall not impact upon BTAA unit members' entitlement to participate in the District's Group Health Insurance Plan.

ARTICLE V – GRIEVANCE PROCEDURE

SECTION I – DECLARATION OF PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its Unit Members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of Unit Members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its Unit Members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

SECTION II – DEFINITIONS

2.1 Grievance shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement.

2.2 Supervisor shall mean the department chairman, principal, assistant principal, immediate supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officers.

2.3 Chief Officer is the District Principal or Superintendent of Schools as the case may be.

2.4 Association shall mean Bellport Teachers Association Affiliate.

2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

2.6 Party in Interest shall mean the Grievance Committee of the Association and any party named in the grievance who is not the aggrieved party.

2.7 Grievance Committee is the committee created and constituted by the Bellport Teachers Association Affiliate.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

SECTION III GRIEVANCE PROCEDURE

3.1 All grievances shall include the name and the position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievances, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for the causing of 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.

3.2 Except for informal decision at Stage 1-A, 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 aggrieved party and the Association.

3.3 If a grievance affects a group of Unit Members, it may be submitted by the Association directly at Stage 2, described as follows:

3.4 The preparation and processing of grievances shall be conducted outside the normal workday.

3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all materials, relevant documents, communications and records concerning the alleged grievance.

3.6 Except as otherwise provided in Section 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stats of a grievance to confront and cross examine all witnesses called against him/her, to testify, and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceeding made at each and every stage of this grievance procedure.

3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration, any members of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 Forms for filing a grievance, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.10 Nothing contained herein will be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted without the 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, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

3.11 If any provision of this grievance procedure or any application thereof to any Unit Member or in this negotiating unit shall be finally determined by any court to be 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 or applications will continue in full force and effect.

3.12 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at the Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stages 2, 3, and 4, and they shall advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official

Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board but shall not be deemed a public record.

3.13 The existence of the procedure hereby established shall not be deemed to require any Unit Member to pursue the remedies here provided and shall not, in any manner impair or limit the right of any Unit Member to pursue any other remedies available in any form.

SECTION IV – TIME LIMITS

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by the parties to expedite the process. The time limits specified for either party may be extended only by mutual written agreement.

4.2 No written grievance will be entertained as described below and such grievance shall be deemed waived unless written grievance is forwarded at the first available stage within forty five (45) school days after the Unit Member knew or should have known of the act or condition on which the grievance is based.

4.3 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.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative 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.

4.5 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 V – STAGES

5.1 Stage 1: Supervisor

A. Any Unit Member having a grievance will discuss it with his/her 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/her 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/her representative present. If the Unit Member submits the grievance through a representative, the 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 four (4) calendar days after the written grievance is presented to

him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the Unit Member or his/her representative and the Association.

5.2 Stage 2: Chief Executive Officer

A. If the 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 Unit Member shall, within seven (7) calendar days, present the grievance to the Association's Grievance committee for its consideration.

B. If the Grievance Committee determines that the Unit Member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty one (21) calendar days after the Unit Member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

C. Within seven (7) calendar days after the receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative shall hold a hearing with the 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 Unit Member, the Grievance Committee and its representative within seven (7) days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

A. If the Unit Member and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within twenty one (21) calendar 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 of Education.

B. Within fourteen (14) calendar days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

C. Within seven (7) calendar days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

A. After such hearing, if the Unit Member and/or 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 interests of the school system, it may submit the grievance

to advisory arbitration by written notice to the Board of Education within twenty one (21) calendar days of the decision at Stage 3.

B. Within seven (7) calendar days after such written notice of submission to advisory arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain 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 two 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/her recommendation not later than fourteen (14) calendar days from the 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/her. The arbitrator's recommendations will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

D. The arbitrator shall have no power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

E. The recommendation of the arbitrator shall not be final and binding upon all parties.

F. The cost for services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE VI – LAYOFFS AND REHIRES

A. Layoffs shall be based on seniority. Seniority in the Teaching Assistant category is defined as length of continuous service in a Teaching Assistant position(s). Seniority in the Aide category is defined as the total length of continuous service in any Aide position. Layoffs shall occur in inverse order of seniority within the designated assignment categories. There shall be no displacement or bumping rights across assignment areas. The district shall provide the Association with an accurate, up-to-date seniority list no later than January 15th of each school year.

The Layoff position categories will be Teaching Assistants; and Teacher Aides / Monitors.

B. Those laid off because of reduction in the work force shall be considered first for vacancies within the Teacher Aide/Assistants categories.

ARTICLE VII – EMPLOYMENT TIME

A. Unit members shall work 183 days per school year, to be determined by the District. The daily work schedule of Unit members shall be set by the building principal or immediate supervisor.

B. The district shall attempt to schedule each Unit Member's working day so that his/her assigned hours are continuous.

C. Sign In/Sign Out:

a. Unit members shall be required to sign-in/sign-out before/after the work day via electronic, mechanical or other methodology. At the high school, the middle school and Frank P. Long, there will be multiple stations for such purpose. Placement of stations at all buildings will accomplished after consultation with the Association. Notwithstanding subparagraph (c) below, no handwritten signature books will be utilized except when the replacement system is inoperable. This requirement shall be subject to the following:

1. The mechanism is non-invasive; and
2. The mechanism does not store, maintain and/or archive any biometric information (This shall not mean the data generated that represents the biometric information); and
3. The District will not provide any biometric information to any third party including law enforcement (exclusive of the vendor for purposes of device functionality) without a court order, summons or subpoena, as appropriate, except: (a) where otherwise required by law; or (b) to comply with law enforcement or other competent authority investigating a crime or threat occurring on school property or where the District is the complainant; and
4. The parties agree that the filing of a grievance shall not be a prerequisite to a private action against a vendor for breach of privacy, fraudulent misrepresentation or similar tort action.

b. For the purpose of this provision, the term "biometric information" shall mean a digital image or hard copy of a fingerprint, retinal pattern or biometric identifier and shall not mean the data generated that represents the biometric information. The parties agree said data shall be sufficient proof regarding compliance/non-compliance with the sign-in/sign-out requirement hereof in any proceeding wherein such proof is relevant evidence. It is further agreed that any vendor's methodology does not store, maintain and/or archive any biometric information based upon the vendor's representations.

c. No employee will bear any responsibility for lateness resulting from delay beyond the time for manual sign-in/sign-out due to failure of the equipment to perform in a reasonable manner.

ARTICLE VIII – EMPLOYEE ASSOCIATION RIGHTS

A. VISITATION: Representation of the Association may visit members of their organization during the time employees are not on duty.

B. USE OF FACILITIES: The Association may use designated areas of school buildings for meeting or other functions.

C. RIGHT OF CONSULTATION: The Association shall have reasonable opportunity to discuss with the Superintendent of Schools, or his/her designee, matters of mutual concern and interest. The Association will also be informed about planned changes in the paraprofessional staff.

Members of the Association in each school building shall meet with the building principal at least two (2) times during the school year to review and discuss local school problems and practices. Any such meeting may be cancelled or adjourned by mutual consent. Meetings shall occur during the school day and shall not exceed twenty (20) minutes. The Building Representative shall have the right to schedule Association meetings in the school building after school, provided such meetings do not conflict with scheduled faculty meetings, other academic meetings, or instructional programs.

D. RIGHT TO POST NOTICES: The Association shall have the right to post notices concerning the activities of the Association on school bulletin boards designated for that purpose by the building principal.

E. RIGHT TO DISTRIBUTE MATERIALS: The Association may, through its building representatives or their designee, distribute materials dealing with proper and legitimate business of the Association.

F. RIGHT OF ROSTER INFORMATION: during the month of September of each school year, the Superintendent of Schools will provide the president of the B.T.A. Affiliate with a complete listing of members of this unit and their school assignment.

ARTICLE IX – RIGHTS OF UNIT MEMBERS

A. NOTICE OF EMPLOYMENT: Each member of this unit shall receive notice of their continuance of employment and their assigned building at the earliest possible date.

B. Unit Members shall have the right to inform the district in writing of their desire for a change in assignment. Such letter can be filed with the Human Resources Office in the Spring for the following year and in the late fall for the second semester.

C. All vacancies in unit position shall be posted at least five (5) days before the final date for the submission of applications.

D. Nothing will be placed in an individual's file without that member's knowledge.

ARTICLE X – EVALUATION OF UNIT MEMBERS

A. Members of this unit shall receive from the administrator, and his/her immediate supervisor, candid appraisal of his/her work, and assistance with his/her problems if any.

B. Each member shall be given two (2) copies of his/her evaluation report and shall have the opportunity to discuss such report with the evaluator. After receiving an evaluation report, the Unit Member shall sign and date one (1) copy to be returned to the evaluator, but the employee's signature will not necessarily indicate agreement with the report's contents. It shall be the employee's right to have his/her written response to the evaluation report affixed thereto.

C. Each member of this Association should be advised of deficiencies in his/her performance of duties in his/her supervisory reports and be given reasonable time to make her performance satisfactory.

D. The immediate supervisor will hold a personal conference with a member of this Unit to inform him/her of the reasons of dismissal.

ARTICLE XI – DURATION

A. This agreement shall be effective as of September 1, 2023 and shall expire midnight, August 31, 2027 unless otherwise extended.

ARTICLE XII – MISCELLANEOUS

A. This Agreement contains the entire agreement between the parties, past practices, rules, regulations and policies of the District to the contrary notwithstanding.

B. If any provision of this Agreement is or shall become contrary to law, then such provision shall be deemed deleted from this Agreement, but all other provisions shall continue in full force and effect.

C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and further negotiations will not be had on any item, whether contained herein or not, except by mutual consent and as may be required by law.

D. 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.

Chris Picini
President
Board of Education

Nadine Myer
President
BTAA

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APPENDIX "A" - PAY SCALES

BTAA Salary Schedules

Schedule A

Step	2023/24	2024/25	2025/26	2026/27
1	17.25	18.25	19.00	19.50
2	18.22	19.22	19.97	20.47
3	19.24	20.24	20.99	21.49
4	20.27	21.27	22.02	22.52
5	20.57	21.57	22.32	22.82
6	21.68	22.68	23.43	23.93
7	22.84	23.84	24.59	25.09
8	24.05	25.05	25.80	26.30
9	24.69	25.69	26.44	26.94
10	25.38	26.38	27.13	27.63

APPENDIX "A" - PAY SCALES

BTAA Salary Schedules

Schedule B and Schedule C

Step	2023/24	2024/25	2025/26	2026/27
1	18.97	19.97	20.72	21.22
2	19.99	20.99	21.74	22.24
3	20.82	21.82	22.57	23.07
4	21.34	22.34	23.09	23.59
5	22.41	23.41	24.16	24.66
6	23.34	24.34	25.09	25.59
7	24.55	25.55	26.30	26.80
8	25.82	26.82	27.57	28.07
9	26.53	27.53	28.28	28.78
10	27.24	28.24	28.99	29.49

BTAA Salary Schedules

Schedule D

Step	2023/24	2024/25	2025/26	2026/27
1	21.30	22.30	23.05	23.55
2	22.16	23.16	23.91	24.41
3	23.07	24.07	24.82	25.32
4	24.01	25.01	25.76	26.26
5	25.02	26.02	26.77	27.27
6	26.07	27.07	27.82	28.32
7	27.17	28.17	28.92	29.42
8	28.34	29.34	30.09	30.59
9	29.55	30.55	31.30	31.80
10	30.82	31.82	32.57	33.07

APPENDIX "B" – SICK BANK STRUCTURE

Eligibility	The sick bank will be used for unit members only.
	The sick bank will only be used when the member's accumulated sick and personal days are depleted.
	There will be no cross donations between unions.
Assessment	Initial start up shall be one sick day donated from each unit member.
	Each new unit member eligible to receive sick days will donate one sick day to the bank the start of the first year of employment.
	The Human Resources Office will notify the committee if the sick bank balance falls below 50 days, upon which each unit member will donate one full sick day.
Maintenance	An annual reconciliation of sick bank usage and balance will be provided by the Human Resources Office to the committee at the end of each fiscal year.
Sick Bank Committee	The committee will consist of two union members and the Superintendent, or designee.
	Union members on the committee will be selected by internal union procedures.
Request and Distribution	The member needing the sick bank must apply in writing to the committee, using a sick bank request form.
	The member must provide required medical documentation to the committee.
	The committee will review attendance records of the applicant.
	A committee majority must approve any request.
	The committee will inform the applicant and the Human Resources Office, in writing, of each approval/denial.
	No member shall accumulate sick days during the period receiving sick bank benefits.
	A maximum of 20 sick bank days can be granted to the unit member at any one time and must be consecutive. A new request must be made for any additional days.
	Upon approval by the committee, sick bank days may be credited to a unit member retroactively, allowing for no break in pay for the unit member.