

CONTRACT BETWEEN
THE
BARKER CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS
AND THE
BARKER CENTRAL SCHOOL
SUPPORT STAFF

July 1, 2024 - June 30, 2027

ARTICLE I

RECOGNITION

- 1.1 Whereas, the Barker Central School District Board of Education, having determined that the BCS Support Staff is supported by a majority of the typists and teacher aides, hereby recognizes the BCS Support Staff as the sole and exclusive representative for the purpose of collective negotiations for all full-time (30 hours or more per week), regular employees as follows:
- Included: Typists (also includes Clerk title)
Teacher Aides
- Excluded: All Confidential Clerical Employees
- 1.2 The BCS Support Staff does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
- 1.3 This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.
- 1.4 Definitions
- 1.4.1 "District" means the Barker Central School District and is intended to refer to it as an employing entity. It applies to all persons (e.g., the Superintendent/Chief Executive Officer, Administrators, Supervisors) properly authorized to act on behalf of the Barker Central School District.
- 1.4.2 "Association" means the BCS Support Staff.
- 1.4.3 "Employee" means a person incumbent in a position included in the unit described in Section 1.1 of this article.
- 1.4.4 "Agreement" means this Agreement, all Appendices referred to in this Agreement, and all amendments in this Agreement.

ARTICLE II

BOARD RIGHTS

2.1

The District reserves and retains solely and exclusively all of its apparent rights to manage the District as such rights existed prior to the execution date of this Agreement, except to the extent that they are modified by express provisions of this Agreement or are contrary to law. The sole and exclusive rights of the District include, but are not limited to:

- a. its right to establish, continue, change or abolish any or all of the District's policies, practices, rules, regulations and procedures as they determine the number, location, hours and types of its operations;
- b. to establish or discontinue programs or work as shall be performed by employees covered by this Agreement;
- c. to determine to what extent the required work shall be performed by employees covered by this Agreement;
- d. to determine the number, classification and duties of employees;
- e. to determine the necessity for filling a vacancy;
- f. to determine the methods, processes, equipment and materials to be used in District operations;
- g. to judge the efficiency and competency of employees;
- h. to establish and maintain a job evaluation program;
- i. establish and change work assignments;
- j. to select, hire, direct, transfer and promote employees;
- k. to lay off employees because of the lack of work or for budgetary reasons;
- l. to establish, change and enforce rules for the conduct of employees;

m. discipline and discharge employees.

- 2.2 Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to act on his behalf. Anything which this Agreement requires or permits the administration or supervisor to do, may be done by a person designated by the administration or supervisor to act on its or his behalf.

ARTICLE III

EMPLOYEE CONDUCT

- 3.1 All employees are expected, at all times, to conduct themselves in a courteous, friendly, and businesslike manner, remembering that they are representing Barker Central School.
- 3.2 Employee misconduct shall be reason for administrative reprimand. Gross misconduct by an employee shall be just cause for suspension without pay and/or dismissal.

ARTICLE IV

WORK YEAR AND WORK HOURS

- 4.1 The period of employment shall be July 1 through June 30 for twelve (12) month employees and September 1 through June 30 for ten (10) month typists. Up to ten (10) workdays of a ten (10) month typist's schedule may be reassigned during the months of July and August at the discretion of the principal in lieu of up to ten (10) work days between September 1 through June 30. The ten (10) exchange days reassigned from July to August shall be reclaimed hour for hour from September 1 through June 30.
- 4.2 The annual work hours for twelve (12) month typists will be 2,005. The annual work hours for ten (10) month typists will be 1,716.
- 4.3 The workday for non-student/teacher days throughout the school year shall be six and one-half (6 ½) hours, inclusive of a thirty (30) minute paid lunch period.

During the summer recess only the usual and customary work days for 12 month employees will be six and a half (6.5) hours daily. Summer hours will commence the first work day after graduation and will end at the

Superintendent's discretion, but will be no earlier than two Fridays before staff return for the following school year. Unit members may elect to work 4 day work weeks of at least eight and one quarter (8.25) hours per day for a total of 33 hours per week during the summer recess only. Only the week of July 4th must a full week at reduced (6.5) hours per day be worked unless the unit member uses a vacation or other appropriate leave day. At all times shall at least one unit member be present on each day of the week during the summer months. As such, vacations and 4 day work weeks must be planned with other unit members in the District throughout the summer and will be approved in advance as they are submitted. 4 day work weeks may be denied if at least one unit member is not present on campus.

- 4.4.1 The workday for all typists will be eight (8) hours inclusive of a thirty (30) minute, paid lunch period, except as provided in 4.3.
- 4.4.2 The work day and year for all teacher aides may vary annually with the assignment. Teacher aides shall be provided with a thirty (30) minute, paid lunch period. Teacher aides shall be given preference with respect to District seniority for non-regular school hours (i.e. drop off and pick up times) where the most senior staff member will be allowed to choose a single assignment first, followed by the second most senior and so on, so that all teacher aides will be given an opportunity to add such assignment prior to the most senior staff being afforded an opportunity to take a second non-regular hours assignment. No aide will exceed 8 hours of scheduled work time except if no other aides are able to take an after-hours assignment. The District retains management rights to assign staff to regular schedules as needed. Seniority shall be determined based upon the total amount of paid time in the District as teacher aides.
- 4.4.3 All teacher aides and clerical staff will be allowed to leave up to 40 minutes early, without reduction in pay, on no more than two scheduled superintendent conference days, except when a district-wide professional learning session is scheduled for all staff. Administration shall have the sole discretion to determine whether all staff are required to attend professional learning sessions.
- 4.5 Two (2) ten (10) minute break periods, or one (1) twenty (20) minute break period will be scheduled by the immediate supervisor.

4.6 Snow/Emergency Day Reporting

Association members shall be requested to report on snow/emergency days only when teachers are requested to report.

4.7 Jury Duty

A regular full-time employee who is required to serve on a jury during the hours when they would normally be scheduled to work will be paid for such service at their regular rate of pay, provided that they:

- a. reports promptly for regularly scheduled hours of work during which they are not required to be on jury duty;
- b. surrenders to the District their jury pay (not including meal or mileage allowances); alternatively, an employee may, at their choice, forgo pay by the District and retain their jury duty pay;
- c. furnishes to the District satisfactory evidence from the court of the jury duty performed; and
- d. cooperates with the District in obtaining an excuse from jury duty when the District so requests.

4.8 Witness Duty

A bargaining unit member, who is subpoenaed to serve as a witness in a proceeding to which neither the member nor the Association nor affiliates of the Association is a party, during the hours when they would normally be scheduled to work, will be paid for such hours at their regular rate of pay, provided that the member:

- a. reports promptly for regularly scheduled hours of work during which they are not required to be a witness;
- b. surrenders to the District their witness fees and pay (not including meal or mileage allowance); alternatively, an employee may, at their option, forgo pay by the District and retain their witness fees and pay;

c. shows the District the subpoena as soon as possible; and

d. is not a witness against the District.

- 4.9 All hourly support staff employees will utilize the District's electronic time keeping system to document hours worked. The District will provide members with a seven (7) minute grace period upon arrival and the start of their workday. All members will need prior approval to work outside of their regularly scheduled hours unless an unforeseen circumstance arises. Such timekeeping shall commence at the start of the 2024-2025 academic school year.

ARTICLE V

VACANCY NOTICES

- 5.1 All permanent full-time teacher aide and clerical vacancies shall be posted digitally as soon as practicable after the Superintendent knows of the vacancy or after the Board has taken action authorizing the vacancy. A copy of said notice shall also be forwarded to the president of the Association.

ARTICLE VI

PHYSICAL EXAMINATIONS

- 6.1 At any time the Board may require a partial or complete physical or psychological examination by a doctor, psychologist or psychiatrist of its choice. Examinations required by the Board will be paid for by the Board.
- 6.2 The Superintendent may require an employee to submit to a drug and/or alcohol test upon reasonable information or belief that the employee has engaged in the use of alcohol and/or drugs in a manner affecting the discharge of the employee's duties. Testing shall be used to determine current usage and/or impairment of the employee. The protocol for such drug and/or alcohol testing shall be developed by the District and disseminated to each member and the union prior to its implementation. Such protocol shall include provisions for:

- Maintaining the privacy of the affected employee
- Ensuring confidentiality of the results of testing
- Compensation for all time spent by the employee attendant to the test
- Secondary test of the sample in the event of a positive result
- Ensuring the chain of custody of samples provided by the employee
- Ensuring that all tests are performed by qualified experts

ARTICLE VII

PAID HOLIDAYS

7.1 Twelve (12) month employees shall be granted the following holidays with full pay:

- a. New Year's Day
- b. Day Before or After New Year's Day
- c. Martin Luther King Day
- d. Presidents' Day
- e. Good Friday
- f. Memorial Day
- g. Fourth of July
- h. Labor Day
- i. Columbus Day
- j. Veterans Day
- k. Thanksgiving Day
- l. The day following Thanksgiving
- m. Day Before or After Christmas Day
- n. Christmas Day
- o. Five (5) days selected during winter, mid-winter or spring student vacation periods or any days during July or August. The schedule of days shall be at the Superintendent's discretion.
- p. Juneteenth
- q. Lunar New Year (only if during the regular work week Monday through Friday)

7.2 Ten (10) month typists shall be granted the following holidays with full pay:

- a. New Year's Day
- b. Day Before or After New Year's Day
- c. Martin Luther King Day
- d. Presidents' Day
- e. Good Friday

- f. Memorial Day
- g. Labor Day
- h. Columbus Day
- i. Veterans Day
- j. Thanksgiving Day
- k. The day following Thanksgiving
- l. Day Before or After Christmas Day
- m. Christmas Day
- n. Juneteenth
- o. Lunar New Year (only if during the regular work week Monday through Friday)

7.3 Teacher aides are entitled to the following paid holidays:

- a. Martin Luther King, Jr. Day
- b. Good Friday
- c. Memorial Day
- d. Columbus Day
- e. Veterans Day
- f. Thanksgiving Day
- g. The day following Thanksgiving
- h. Juneteenth
- i. New Year's Day
- j. Day Before or After New Year's Day
- k. Presidents' Day
- l. Lunar New Year (only if during the regular work week Monday through Friday)

7.4 When a named holiday occurs on a Saturday or Sunday, the benefit time shall be granted on a date to be determined by the Superintendent in consultation with the union.

7.5 All employees covered under this contract will receive the Friday prior to Memorial Day as a paid holiday each year in which no more than three (3) emergency days have been used, and as long as the District does not drop below the required student days necessary to receive full state aid.

7.6 Employees desiring to use compensatory time on the day before Thanksgiving in any given year will work two (2) Parent-Teacher Conference evenings between the hours of 3:30 PM and 7:30 PM (eight total hours or their regularly scheduled hours), or the Welcome Back (Open House) evening prior to the day before Thanksgiving.

7.6.1 Employees who do not desire to use compensatory time on the day before Thanksgiving will retain their option of working eight (8) hours (or their regularly scheduled

hours) or taking approved leave for eight (8) hours (or their regularly scheduled hours).

ARTICLE VIII

LEAVES OF ABSENCE

8.1 Leaves of absence will be provided within the constraints of the provisions specified below in subsections 8.2 through 8.5.3. A minimum of twenty-four (24) hours notice is required except in the case of personal or family illness where notice should be filed as soon as possible. All notice of requests for leaves of absence shall be filed with the employee's immediate supervisor. Failure to give said notice shall result in a day's salary deduction.

8.1.1 Sick leave, family sick leave or personal business days may be taken in quarter-day (.25) increments.

8.2 Personal Sick Leave

8.2.1 Twelve (12) Month Positions - Fifteen (15) days of sick leave will be credited on July 1 of each year. Unused personal sick leave shall be accumulated to a maximum of two hundred seventy (270) days.

8.2.2 Ten (10) Month Positions - Twelve (12) days of sick leave will be credited on July 1 of each year. Unused personal sick leave shall be accumulated to a maximum of two hundred seventy (270) days.

8.2.3 Teacher Aides - All full-time (more than 30 hours or more per week) teacher aides will be credited with ten (10) days of sick leave per year. The accumulated maximum shall be two hundred seventy (270) days.

8.3 Family Sick Leave

Twelve (12) Month Positions, Ten (10) Month Positions and Teacher Aides - Members may use any of their current year allotment of sick leave (10 days - teacher aides, 12 days - ten month clerical, 15 days - 12 month clerical) to care for a member of the immediate family (spouse, parents, children or any permanent resident of the employees' household) who is seriously ill. Such illness is of a magnitude requiring a medical doctor's attention and care. Family illness will be deducted from accumulated sick leave.

8.4 Personal Days

Up to three (3) days are allowed each year for personal use as the member requires. Unused personal days shall be credited to accumulated sick leave on each July 1, subject to the maximum personal sick leave accumulation set forth in 8.2.1, 8.2.2, and 8.2.3.

8.5 Workers' Compensation

If a regular full-time employee is absent from work because of an illness or injury which is compensable under the Workers' Compensation Law, the employee shall be allowed paid sick leave during such absence to the extent that they have accumulated sick leave available. When the employee receives a Workers' Compensation award for such illness or injury, the portion of the award granted covering the time of their absence from work while they were on paid sick leave shall be surrendered to the District. Upon receipt of that portion of the award, the employee's sick leave accumulation shall be reccredited with sick leave days in proportion to the ratio between the employee's pay and the amount of the award for the time in question.

8.6 Bereavement Leave

8.6.1 Twelve (12) Month Positions, Ten (10) Month Typists and Teacher Aides - Up to five (5) days of bereavement leave are allowed each year in the event of a death in the immediate family. Immediate family is defined as: wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and persons residing full-time in the household.

8.6.2 Up to one (1) day of leave are allowed each year for attendance at funerals of persons other than the immediate family. The granting of said days shall be at the discretion of the immediate supervisor.

8.6.3 Bereavement leave will be deducted from sick leave.

8.7 Maternity, and Child-Rearing Leave

- 8.7.1 Maternity- Leave- the period of time of the employee's pregnancy related disability. Such leave will begin on the date the employee is no longer physically able to work, as determined by her physician, and will end on the date the employee's physician determines that said employee is physically able to return to work.
- 8.7.1.1 The period of time the employee is absent on maternity leave will be treated the same as the period of time an employee is absent for any other physical disability.
- 8.7.2 Child-Rearing Leave - an unpaid leave of absence may be requested by an employee following delivery of a child, and for the mother, any post-delivery pregnancy related disability. Such leave will begin at the time the employee's physician determines that said employee is physically able to return to work. No salary benefits or fringe benefits may accrue or be utilized by an employee on a child-rearing leave.
- 8.7.2.1 An employee desiring a child-rearing leave must file a written request with the Superintendent prior to the date that such leave is requested to begin and provide the expected date of return to employment.
- 8.7.3 A total leave of absence period shall not exceed a twelve (12) month period.
- 8.7.4 If an employee is granted a child-bearing, maternity or child-rearing leave, or any combination of the above, the employee shall be entitled to return to the employee's former position or an equivalent position in terms of job classification and pay.
- 8.8 Leave to Care For An Adopted Child
- 8.8.1 A leave of absence without pay may be granted to employees to care for an adopted child under five (5) years of age.
- 8.8.2 This leave may be granted for up to one (1) year.
- 8.8.3 Employees considering adopting a child and who desire eligibility for adoption leave must notify the Superintendent of Schools in writing of the intent to adopt a child as early as possible, but in no case less than one (1) month prior to the adoption date.

- 8.8.4 Request for adoption leave shall be made in writing to the Superintendent of Schools as early as possible, but in no case less than two (2) weeks prior to the date it is to begin.

Request for adoption leave must include the anticipated date of adoption, the name and address of the adoption agency and the requested length of the leave. Said request shall include agency documentation.

- 8.8.5 The period of time the employee is absent on adoption leave will be treated the same as the period of time an employee is absent for child-rearing leave. No salary benefits or fringe benefits may accrue or be utilized by an employee on an adoption leave.
- 8.8.6 Acceptance of employment, without prior written approval of the Superintendent of Schools, during this type of leave shall be considered abandonment of position and will have the effect of a resignation.

ARTICLE IX

PAID VACATIONS

- 9.1 Annual vacation provisions shall be allowed twelve (12) month employees as follows:
- 9.1.1 Ten (10) working days after one (1) year of service on a twelve (12) month, full-time basis.
- 9.1.2 Twelve (12) working days after seven (7) years of service on a twelve (12) month, full-time basis.
- 9.1.3 Fifteen (15) days after ten (10) years of service on a twelve (12) month, full-time basis.
- 9.1.4 Seventeen (17) days after fifteen (15) years of service on a twelve (12) month, full-time basis.
- 9.1.5 Twenty (20) days after twenty (20) years of service on a twelve (12) month, full-time basis.
- 9.1.6 An additional day of vacation will be earned for each year after Twenty (20) years of service on a twelve (12) month, full time basis (ex. Twenty-one (21) years of service, the member gets one additional vacation day. Twenty-two (22) years of service, the member gets two (2) additional vacation days...etc.)

- 9.2 Vacation schedules are to be arranged with the immediate supervisor. Vacation allotments are to be used each school year with the ability to carry over up to five (5) days per year.
- 9.3 Vacation entitlement will be prorated during the period after the anniversary of one (1) year of employment and prior to the subsequent July 1 at the rate of ten (10) days per twelve (12) months. Vacation years thereafter will coincide with the school year, commencing July 1 and ending June 30.
- 9.4 Ten (10) month employees and teacher aides do not have a paid vacation.

ARTICLE X

USE OF PERSONAL VEHICLE FOR DISTRICT BUSINESS

- 10.1 An employee directed by their supervisor to use their personal car for school business shall be compensated at the I.R.S. per mile rate. No employee shall be required to use their personal car if the member chooses not to do so.

ARTICLE XI

BENEFITS

11.1 Health Insurance

- 11.1.1 All full-time employees hired after February 14, 2005 whom elect health care coverage through the District must enroll in the POS plan. All employees will contribute 10% annually to the cost of premiums of the health plan that they elect through payroll deduction.

As of 7/1/2022, the maximum contribution will be eliminated and the cost will be a flat 10%.

Employees' share of health insurance premiums will be paid on a pre-tax basis to the extent allowable by law.

The POS prescription co-payment shall be \$5 per in-network prescription and \$10 per out-of-network prescription. The District shall be authorized to implement a three-tiered managed care prescription card (\$5 per generic prescription, \$10 per brand name prescription, and \$20 per out-of-network prescription)

when such three-tiered prescription card becomes available.

The PPO prescription co-payment shall be \$7/\$15/\$35.

Employees may also choose the High Deductible Health Plan (HDHP) and the District shall contribute 100% of the cost of the premium and an amount up to the full deductible for the employee's respective plan (Single, 2P or Family). The maximum cost paid by the District toward the premiums and deductible will not exceed the same cost paid if the employee chose the respective base plan (Single, 2P or Family).

Open enrollment periods shall be established by the District. Each employee shall have one opportunity during his/her participation in the District's health insurance plan, as either an active or retired employee, to opt into or out of the PPO plan.

Proof shall be supplied by the employee to the Business Office, as a condition of enrollment (and continuation of coverage) that "double" coverage does not exist.

The District reserves the right to change carriers. Plan administrators, plans and coverage benefits which are comparable to the existing coverage if a majority vote of the BCS Support Staff membership is in agreement.

11.1.2 Payment in Lieu of Health Insurance

- a. The intent of this section is to eliminate payment for dual coverage.
- b. If a member does not elect to take the health insurance coverage and provides proof of other health insurance coverage, he/she will receive a cash payment, fifty (50%) payable in the first check in January and fifty percent (50%) payable the last check in June, according to the following schedule:

2020-22	In-Lieu Of Health Insurance Payment
Single	1,300
2-Party	2,300
Family	3,050

- c. The District-employed spouse who is a member of this bargaining unit is entitled to the in lieu of

payment for a single plan or \$1,000, whichever is higher, providing the other spouse is covered by a District-provided family or two-person health insurance plan.

- d. The member may re-enroll in the District health plan, but only during the open enrollment period at the end of the school year or due to a "legal status change" as defined by Section 125 of the IRS Code.
- e. The member must complete a full half-year without the District's health insurance coverage to receive the payment in lieu of insurance on the half-year cycle. New Employees will be entitled to payment in lieu of insurance on a pro rata basis for the initial one-half year employment.
- f. If there is any change in a tax law or the interpretation of such law, which alters the taxable status of the health insurance provided through this section, the parties shall meet and negotiate any changes necessary to preserve the non-taxable status of the health insurance benefit.

11.1.3 Dental Insurance

All full-time eligible employees may enroll in the District's dental plan. All employees will contribute 10% annually to the cost of premiums of the dental plan that they elect through payroll deduction.

Employees' share of dental insurance premiums will be paid on a pre-tax basis to the extent allowable by law. Proof shall be supplied that double coverage does not exist.

Eligible employees may enroll in dental while receiving Payment in Lieu of Health Insurance.

11.2 Retirement Benefit

- 11.2.1 Twelve (12) month and ten (10) month typists who retire under the New York State Employees' Retirement System, and who are at least fifty-five (55) years of age who have fifteen (15) years of service or more with the Barker Central School District, and who retire from Barker Central School District may receive a non-elective contribution into a 403(b) account for

each day of accumulated sick leave up to a maximum of 270 days, as follows:

- i. Each day of accumulation between 1 and 120 shall be paid at 25% of the members daily wage.
- ii. Each day of accumulation between 121-270 shall be paid at 50% of the members daily wage.

No employee may receive cash or health insurance benefit, in lieu of or as an alternative to any of the non-elective employer contributions described herein, nor the credit for payment of insurance as referenced in previous contracts.

The parties acknowledge that the non-elective employer contribution cannot exceed the maximum amount of contributions permitted under the applicable provisions of the Internal Revenue Code. Therefore, any excess above such maximum permitted amount shall be paid into the 403(b) account selected by the District as a non-elective contribution in January of the immediately following calendar year, and in January of up to three (3) years thereafter, until such time as the non-elective employer contribution set forth in paragraph 1 is fully deposited into the Employee's 403(b) account. In no case shall the non-elective employer contribution exceed the contribution limit of the Internal Revenue Code.

A retiree who received a sick leave conversion payment into a 403(b) account at retirement in exchange for up to one hundred twenty (120) sick days may voluntarily elect to purchase health insurance from the District in retirement at his/her own expense by paying the District one-tenth (1/10th) of the payment the retiree received for the first one hundred twenty (120) sick days for each year retiree health insurance is desired (plus any amounts required below). 1/10 per year is the equivalent of 12 converted sick days for each year of insurance. Retiree health insurance may be purchased from the District by the retiree for up to ten (10) years (i.e., until such time as the retiree pays the District for retiree health insurance an aggregate amount equaling the sick leave conversion payment into the 403(b) account for up to the first one hundred twenty (120) sick days).

Illustration: If a unit member making \$30/hour (\$240/day) retired with 150 sick days, his/her accrued

sick days would be converted and paid into a 403(b) as follows:

Days 1-120 = \$7,200
Days 121-150 = \$3,600
Total = \$10,800

To purchase retiree health insurance from the District, the unit member must then pay the District \$720 per year for up to ten (10) years (for a total of \$7,200), plus any increase amounts required as follows: The District's cost for the annual premium of a POS single contract on the date of retirement shall be the maximum District share of the premium. The retired Association member shall be responsible for payment of insurance premiums over the District's cost. Such coverage shall continue until the accumulated conversion days are exhausted. It is understood that members must pay their own Medicare (Part B) premiums.

Teacher Aides shall be eligible for the same sick leave conversion as twelve and ten month typists in retirement if they are at least fifty-five (55) years of age and who retire from the Barker Central School District.

Unit members who leave the Barker Central School District prior to qualifying for the retirement benefit will not be eligible for any conversion of accumulated sick leave.

- 11.2.2 A former employee who resigns for the purpose of retirement and who is not eligible for Medicare shall be allowed to continue in the District's group health insurance plan upon expiration of, or ineligibility for, benefits set forth in Section 11.2.1 above. The retiree shall be responsible for insurance premium payments in an amount equal to the regular applicable premium cost plus an administrative charge of two percent (2%) of the applicable regular premium cost. To commence such coverage at the retiree's own expense, he or she shall be required to remit two months' premium costs by no later than the first day of the first calendar month of such coverage. For the third month coverage and thereafter, the monthly premium payment shall be due and payable, by the retiree, by no later than the first day of the preceding month. Coverage shall be subject to cancellation if a payment deadline is not met. Eligibility for such coverage shall cease upon a retiree's eligibility for Medicare. Upon the withdrawal of the retiree from the plan or upon his/her death, any

premium paid for a succeeding month's coverage will be returned to the retiree or his/her estate.

11.3 Retirement

Employees shall be members of the New York State Employees' Retirement System (ERS) as required by law. The District will pay its share of ERS contributions as required by law.

ARTICLE XII

SALARY

- 12.1 Employees hired after the ratification of this agreement shall be hired at a rate determined by the District. New hires will not be hired at a rate higher than an existing employee with equal experience in equivalent roles from prior experience. i.e. a new hire for a teacher aide has two years of aide experience in another district - said employee cannot be hired at a rate higher than a current staff member with two years of experience in the District.

In the event that the first full pay does not fall on the second Friday of September, the first pay will be equivalent to half pay without deductions and be given on the first Friday of September. Deductions and the remainder of the member's full annualized salary will be divided equally among the remaining paychecks in the fiscal year.

Twelve (12) Month Salaries

- 12.1.1 All twelve (12) month employees who work at least 50% of the school year shall receive an increase of 4.0% on their hourly rate on July 1 of each year of this agreement. In the event a successor agreement is not reached prior to the conclusion of this agreement, all twelve (12) month employees shall receive an annual increase of 2.75% on their hourly rate until a successor agreement is reached.
- 12.1.2 One typist in each of the following administrative offices, to be designated by the administrator:
Guidance and Special Education and Curriculum

effective 7/1/09 @ entry level, shall receive a premium as follows:

Entry Level	\$ 600
After 1 year	\$ 800
" 2 years	\$1,000
" 3 years	\$1,200
" 10 years	\$1,600

Applicable only to the employee occupying the position on the date of the contract signing and will sunset with the specific incumbent employee.

- 12.1.3. The salary of any ten-month clerical staff member(s) shall be pro-rated to 10/12 of the applicable premium as set forth in Section 12.1.2.

12.2 10-Month Salaries

All ten (10) month employees who work at least 50% of the school year shall receive an increase of 4.0% on their hourly rate on July 1 of each year of the agreement. In the event a successor agreement is not reached prior to the conclusion of this agreement, all ten (10) month shall receive an annual increase of 2.75% on their hourly rate until a successor agreement is reached.

12.3 Teacher Aide Salaries

All teacher aides who work at least 50% of the school year shall receive an increase of 4.0% on their hourly rate on July 1 of each year of the agreement. In the event a successor agreement is not reached prior to the conclusion of this agreement, all teacher aides shall receive an annual increase of 2.75% on their hourly rate until a successor agreement is reached.

- 12.3.1 Teacher aide wages shall be paid in equal paychecks, except for pay periods one (1) and twenty-one (21), but in no case shall payment be made in advance of services rendered. All other unit members shall be considered hourly employees and will also have their wages paid in equal installments within their respective work years.

12.4 Teacher Aide Special Skills Category

After one (1) year of service and Board approval, if a teacher aide passes a Civil Service test for a special job desired by the District or develops a special skill

which benefits the District, such as teaching or reading a foreign language, or has completed eighteen (18) hours of college credit approved by the Superintendent, a twenty-five cent (\$.25) per hour premium shall be applied to said employee's salary. This twenty-five cent (\$.25) per hour premium may only be applied once per employee.

12.5 Overtime Work

Overtime shall be used as necessary with prior approval of the supervisor, but every effort shall be made to keep the use of overtime to a minimum.

Hours calculated for overtime work will include hours ordinarily paid for sick, holiday and vacation days.

12.6 Recognition of Professional Standards Program Certificates

Secretarial, clerical and eligible teacher aide personnel will be recognized for achievement in the Professional Standards Program as an annual entitlement to be added to the base salary. The annual entitlement is not accumulative for each level achieved nor is it subject to percentage increases given to the base salary. The district shall compensate members for coursework required to obtain the certificates as noted.

<u>Certificate</u>	<u>Annual Entitlement</u>
Basic	\$100
Advanced I	\$200
Advanced III	\$300
C.E.O.E.	\$500

12.7 Compensation For Substitute Work

If a member is required to fill in and substitute for a teacher during the members' regular work day, the unit member will receive \$22 per hour in addition to their regular wage. Aides will be assigned for these roles only in an emergency and shall be at the sole discretion of the District.

ARTICLE XIII

13.1 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 BEEN GIVEN APPROVAL.

- 13.2 THIS CONTRACT INCORPORATES THE ENTIRE UNDERSTANDING OF BOTH PARTIES ON ALL ISSUES WHICH HAVE BEEN DISCUSSED DURING THESE NEGOTIATIONS. THEREFORE, BOTH PARTIES AGREE THAT NEGOTIATIONS WILL NOT BE REOPENED ON ANY ITEM, WHETHER CONTAINED HEREIN OR NOT, DURING THE LIFE OF THIS CONTRACT, UNLESS EXPRESSLY AND MUTUALLY AGREED TO OTHERWISE.

ARTICLE XIV

SAVINGS CLAUSE

- 14.1 If at any time during the life of this Agreement, any term or provision of this Agreement is in conflict with any federal or state law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect through negotiations designated solely for this purpose. If any term or provision of this Agreement is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair another term or provision in this Agreement.

ARTICLE XV

GRIEVANCE PROCEDURE

- 15.1 A grievant is an employee or a group of employees who submit(s) a grievance.
- 15.2 A grievance is a claim by an employee or a group of employees that there has been a violation, misrepresentation or inequitable application of any provision of this Agreement.
- 15.3 The aggrieved party shall be present at all stages of the grievance procedure. The aggrieved party may be accompanied by a representative(s) of his/her own choice.
- 15.4 An employee shall continue to perform his/her duties even though she/he may feel him/herself aggrieved, except when it is determined jointly by representatives of the Association and the District that the continuance

of those duties would affect the employee's health or safety adversely.

15.5 It is essential that the time limits set forth in this Article be followed by the parties and the employees. However, the parties may by mutual consent extend any such time limit provided that such extension must be evidenced by a written statement dated and signed by an authorized representative of each party. Consent to an extension shall not be withheld unreasonably by either party. If the grievant exceeds a time limit without having obtained an extension, the grievance is deemed barred and need not be further considered by the District. If the District does not give an answer on or before the last day of a time limit, the grievant may appeal as though the answer had been given on such last day.

15.6 It is the intent of this Grievance Procedure to provide for the orderly settlement of a grievance. The resolution of a grievance at the earliest possible step is encouraged.

15.7 Step 1 A grievance must be submitted in writing to the employee's immediate supervisor and the Association representative not later than the tenth (10th) working day after the day on which the act of the District which is the subject of the grievance occurred. The grievance shall state the date of the grievance; the name of the grievant; the article, section and clause allegedly violated; the action that caused the alleged violation and any and all other pertinent facts specific to the violation.

Continuing Grievance If that act of the District is considered to be a "continuing act", any remedy granted pursuant to this grievance procedure shall not apply to any period of time prior to the twentieth (20th) consecutive working day preceding the submission of the grievance.

The supervisor has five (5) working days after the day on which the grievance was submitted to answer the grievance in writing. During that five (5) working day period, the supervisor, the grievant and the Association representative shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall meet with the supervisor if she/he so requests.

If the grievant is not satisfied with the answer, she/he has five (5) working days after the day on which his/her supervisor gave him/her the answer to appeal the grievance, in writing, to the District Superintendent.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the supervisor's answer.

Step 2 Not later than the fifth (5th) working day after the day on which a grievance appeal is received by the Superintendent, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Association, the Superintendent and others who have the knowledge of the matter. The Superintendent must answer the grievance in writing and give a copy thereof to the grievant and the Association representative, not later than the tenth (10th) working day after the day on which the Step 2 meeting was held.

If the grievant is not satisfied with the answer, she/he has five (5) working days after the day on which the Superintendent gave him/her the answer to appeal the grievance in writing to the Board of Education by delivering it to the Superintendent's office.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the answer of the Superintendent.

Step 3 Not later than the fifth (5th) working day following the first regularly scheduled meeting of the Board of Education after the day on which a grievance appeal is received by the Board of Education, the parties must agree on a date for a Step 3 meeting among the grievant, a representative of the Association, the Board of Education, and others who have knowledge of the matter. The Board of Education must answer to the grievant and to the Association representative not later than the tenth (10th) working day after the day on which the Step 3 meeting was held.

The decision of the Board of Education will be final.

Article XVI

ACCESS TO FACILITIES

- 16.1 The BCS Support Staff shall be allowed to use school District facilities to conduct Association business at

reasonable times outside the regular workday in accordance with District programs or operations.

- 16.2 The Association shall be allowed access to one bulletin board in each faculty room.
- 16.3 Upon written authorization of a unit member, on a form provided by the Association, the Superintendent shall deduct from the salary of the unit members such amount for membership dues as the unit member may specify, and shall transmit said sums to the Association on the pay date on which the deductions are made, except in an emergency. The deductions will be made in twenty (20) installments between September 1 and June 30, as determined by the District.
- a. The Association shall certify to the Superintendent in writing the current rate of membership dues. In the event the dues shall change, the Association shall give the Superintendent thirty (30) days' written notice prior to the effective date of such change.
 - b. No later than September 20 of each year, the Business Office will provide the Association with a list of those unit members who have voluntarily authorized the District to deduct dues and the Business Office will notify the Association monthly of any changes in said list.
 - c. Any unit member desiring the Superintendent to discontinue dues deductions must notify the Business Office, in writing, between September 1 and September 15 of that school year.
 - d. The Board of Education will not be responsible for dues not collected due to conditions beyond its control.
 - e. The Business Office shall honor those dues authorizations that are delivered to it ten (10) school days prior to the distribution of the payroll from which the deduction is to be made.
 - f. The Association shall defend and indemnify the District and hold the District and its agents, representatives and employees harmless from and against any and all suits, claims, demands and liabilities of any kind that may arise out of, or by reason of, the deduction and transmission of monies as provided for in this section.

ARTICLE XVII

NYSUT BENEFIT TRUST

- 17.1 The Business Office shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Business Office for anyone within the Association. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the Business Office. The Business Office shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Association with a list of all employees from whose salaries such deductions have been made.
- a. The District shall honor NYSUT Benefit Trust deduction authorizations that are delivered to the Business Office ten (10) school days prior to the distribution of the payroll from which the deduction is to be made. The deductions will be made in twenty (20) installments between September 1 and June 30, as determined by the District.
 - b. The Association shall defend and indemnify the District and hold the District and its agents, representatives and employees harmless from and against any and all suits, claims, demands, and liabilities of any kind that may arise out of, or by reason of, the deduction and transmission of monies as provided for in this section

This Agreement is made and entered into this ____ day of _____ 2024, by and between the Superintendent of Schools, upon authorization from the Board of Education, and the Barker Central School Support Staff. This Agreement shall become effective July 1, 2024 and shall remain in full force and effect through June 30, 2027.

On or about February 1, 2027, the Parties to this agreement will meet to exchange proposals for a three-year successor to this contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ATTEST:

[REDACTED]
Jacob Reimer/Date
Superintendent of Schools

[REDACTED]
Barker Support Staff/Date
Sherrie Wozniak

[REDACTED]
Barker Support Staff/Date
Jennifer Kieffer

[REDACTED]
Barker Support Staff/Date
Lori Jenks