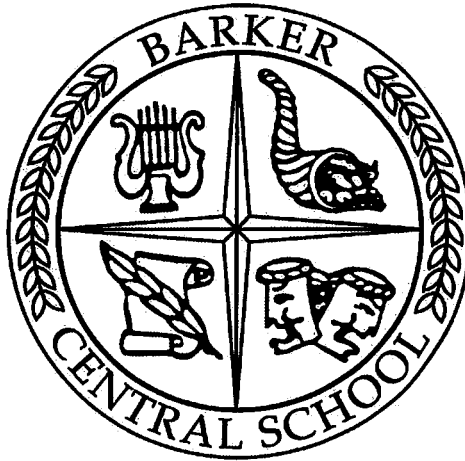




CONTRACT BETWEEN

THE

BARKER CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS

AND THE

BARKER CENTRAL SCHOOL
CENTRAL SERVICES ASSOCIATION

July 1, 2021-June 30, 2024

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ARTICLE I

RECOGNITION

- 1.1. Whereas, the Barker Central School District Board of Education, having determined that the Barker Central Services Association is supported by a majority of the cleaners and custodians, hereby recognizes the Barker Central Services Association as the sole and exclusive representative for the purpose of collective negotiations for all full-time regularly employed employees as follows:

Included: General Repairperson
 Cleaner
 Groundsperson

Excluded: All other employees

- 1.2. The Barker Central Services Association 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 any such 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.

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 Barker Central Services Association.
- 1.4.3 "Employee" means a person incumbent in a position included in the unit described in Section One of this article.
- 1.4.4 "Contract" means this Contract, all Appendices referred to in this Contract, and all amendments in this Contract.

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 Contract, except to the extent that they are modified by express provisions of this Contract 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 Districts' 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 Contract;
 - C. To determine to what extent the required work shall be performed by employees covered by this Contract;
 - 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. To 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, and to discipline and discharge employees.
- 2.2. Anything which this Contract requires or permits the Superintendent to do may be done by a person designated by the Superintendent to act on his/her behalf. Anything which this Contract 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/her 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. Discipline for employee misconduct shall in most cases be progressive in nature and shall include, but not be limited to, administrative reprimand, suspension without pay and/or dismissal. An employee may have representation by a fellow central services association member at disciplinary proceedings.

ARTICLE IV

WORK YEAR AND WORK HOURS

- 4.1 The workday for all employees shall be eight hours, exclusive of a 30-minute meal period. When a member is assigned by the supervisor to stay on district property, the eight hours will be inclusive of a thirty-minute lunch period.
- 4.1.1 It is understood that the District may need to change the hours of employee shifts due to the needs of the District.
- 4.2 The period of employment for 12-month employees shall be July 1 through June 30. Bargaining unit members would be subject to overtime during emergency or "crunch" times which may have been brought about by unanticipated work requirements. This may also occur during health and safety situations arising from storm damage, water line burst, etc. where extraordinary clean-up efforts are required.
- 4.3 A bargaining unit member who is subpoenaed to serve as a witness in a proceeding to which neither he nor the association nor affiliates of the association is a party during the hours when he would normally be scheduled to work will be paid for such hours at his regular rate of pay provided that he:
- A. reports promptly for regularly scheduled hours of work during which he is not required to be a witness;
 - B. surrenders to the District his witness fees and pay (not including meal or mileage allowance); alternatively, an employee may, at his option, forgo pay by the District and retain his witness fees and pay; and
 - C. shows the District the subpoena.

ARTICLE V

PHYSICAL EXAMINATIONS

- 7.1. At any time, the Board may require a partial or complete medical or psychological examination by a doctor, psychologist or psychiatrist of its choice. Examinations performed by a school doctor will be paid for by the Board.

ARTICLE VI

PAID HOLIDAYS

- 6.1. The District will designate what day will be observed as holidays when the holiday falls on a Saturday or Sunday. Twelve (12) month employees shall be granted the following holidays with full pay:

- A. New Year's Day
- B. Martin Luther King Jr. Day
- C. Presidents' Day
- D. Good Friday
- E. Memorial Day
- F. Fourth of July
- G. Labor Day
- H. Columbus Day
- I. Veteran's Day
- J. Thanksgiving Day
- K. The day following Thanksgiving
- L. Christmas Day
- M. Day before or after Christmas
- N. Day before or after New Year's
- O. Juneteenth

For employees regularly scheduled to work weekend shifts, when a paid holiday falls on a regularly scheduled day off, an employee holiday will be scheduled with the Superintendent or his/her designee.

In no case will any twelve (12) month employee receive more paid holidays than any other twelve (12) month employee.

There will be no work scheduled for the Friday before Memorial Day 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. Employees will suffer no loss of pay.

ARTICLE VII

Leaves of Absence

- 7.1. A minimum of twenty-four (24) hours notice is required for leaves of absence except in the case of personal or family illness leave where notice should be filed as soon as possible. The employee is responsible to give said notice to the Superintendent or his/her designee. Failure to give said notice shall result in a day's salary deduction.

7.2. Personal Sick Leave

Each twelve (12) month unit member shall be entitled to twelve (12) days of sick leave per year, the entire amount of such leave to be credited on July 1 of each year. Unused personal sick leave shall be accumulated to a maximum of two hundred seventy (270) days for twelve-month employees. A doctor's excuse must be presented to the Superintendent's office for absences over three consecutive workdays.

7.3. Family Sick Leave

A total of twelve (12) days per year for twelve (12) month employees shall be allowed and deducted from the annual personal sick leave allowance for serious illness in the immediate family (spouse, parents, children or any permanent resident of the employee's household).

7.4. Family and Medical Leave

Any member of the bargaining unit who requests a leave for a purpose specified in the Federal Family and Medical Leave Act, as amended, and who is considered an "eligible employee" under that law, shall be accorded the rights and privileges extended by that law, with the understanding that the District retains all of the rights and privileges allowed to employers by that law.

7.5. Extended Leaves of Absence

- A. Any regular full-time employee member of the bargaining unit to whom a child is born, adopted or placed in foster care, may apply for an extended leave of absence without pay up to two full semesters.
- B. Request for such leave must be made at least thirty days prior to the first day of such leave, or at the earliest practicable time. Requests shall be made in writing

to the Board of Education. If the Board approves the request, the employee shall be given written notice of the Board's action, with approved beginning date and anticipated date of return to work.

- C. Seniority, salary credit, accruals of sick leave and vacation, and other benefits based on period of service, shall be frozen as of the beginning date of the approved leave, and resumed without change upon the employee's return to work. Health insurance and other benefits shall be continued during the absence to the extent required and under the conditions specified by state or federal law.
- D. An employee who is absent on an extended leave of absence will notify the Superintendent of his intention to return to work no less than 30 days prior to the expiration of such leave.

7.6. Bereavement Leave

During each contract year, each group member shall be allowed bereavement leave as follows:

- 7.6.1 One (1) day of absence shall be allowed for the purpose of attending the funeral of any person regardless of relationship.
- 7.6.2 Five (5) days for bereavement leave shall be allowed twelve (12) month employees in the event of the death of a group member's spouse, child, parent, spouse's parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or spouse's grandparent, or any person who is a permanent member of the group member's household.
- 7.6.3 Bereavement leave shall be deducted from the accumulated personal sick leave.

ARTICLE VIII

PAID VACATIONS

- 8.1 Bargaining unit members who work on a twelve (12) month full-time basis shall earn annual vacation according to the following schedule:
 - A. Greater than one (1) but less than, or equal to, eight (8) years of continuous service with the District - 13 vacation days
 - B. Greater than eight (8) but less than, or equal to fifteen, (15) years of continuous service with the District - 18 vacation days
 - C. Greater than fifteen (15) years of continuous service with the District - 23 vacation days

- 8.1.1 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 entitlement thereafter will coincide with the school year, commencing July 1 and ending June 30.
- 8.1.2 When a paid holiday falls within a vacation period, the day shall not be deducted from vacation time.
- 8.1.3 Vacations must be approved by the Superintendent or his/her designee at least two (2) days notice for 1-2 days off; one (1) weeks notice for 3-5 days off and two (2) weeks notice for 6 or more days off prior to the date of vacation. The number of employees allowed to be on vacation at one time will be limited according to time of year and workload. Vacations must be scheduled so that only two cleaners may be off for vacation at one time and the groundsperson and repairperson must ensure one is on duty at all times while school is in session. Vacations will be granted on a first come, first serve basis.
- 8.1.4 Up to 3 days of vacation may be rolled over from one year to the next and 3 unused may be added to sick.

ARTICLE IX

BENEFITS

9.1 Health Insurance

The District shall pay 90% of the health insurance premium for all full-time employees for the Traditional Blue Point of Service Plan (POS), including prescription drug coverage for individual, two-party, or family coverage as appropriate.

The District will pay 90% of the dental premiums for all full-time employees.

The Board of Education will not contribute in any case where double coverage exists. It shall be the responsibility of the employee to provide proof to the Business Office that double coverage does not exist. Such proof shall be on a form supplied by the District and may include a sworn affidavit attesting that "double" coverage does not exist. Any other health insurance coverage, from any other source, shall constitute "double" coverage.

The District reserves the right to change insurance carriers at any time and shall be under no obligation to maintain a prior carrier under this provision.

“Cadillac Tax” – In the event that an employee selects or utilizes any District-sponsored health insurance coverage or benefits in a manner that causes the employee to receive an “excess benefit” under 26 U.S.C. Section 4980 or any other federal or state legislation, rule or regulation issued in relation to the Patient Protection and Affordable Care Act (ACA) or the Health Care and Education Reconciliation of 2010, which then subjects the District to an excise tax and/or penalties, the parties agree to immediately meet upon the District’s request to discuss and agree upon a solution to avoid the taxation. If after 90 days the parties cannot reach agreement, the employees enrolled in the plans affected and the District will share equally the increased cost of any excise tax imposed upon the plan, the plan sponsor, plan administrator or the District. The employee share will be paid through payroll deduction.

9.2. Payment In Lieu of Health Insurance

The intent of this section is to eliminate payment for dual coverage.

An employee not taking the District’s health insurance coverage shall receive an “in-lieu” of \$2,250 for a family plan and \$2,000 for a two-person plan and \$1,250 for a single plan. A member who has “medical double coverage” and is receiving the In Lieu of Health Insurance waiver will be allowed to participate in the District’s dental plan and the District will contribute 90% of the dental premium for that employee.

A District-employed spouse, who is a member of this bargaining unit, is entitled to \$1,000, providing the other spouse is covered by a District-provided family or two-person health insurance plan.

The member understands that surrendering the health insurance is optional; and in order to be eligible, the member must show proof of other health insurance coverage. 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.

If, due to a legal change in status as defined by Section 125 of the IRS Code, the member needs to return to health insurance under the District’s plan, the member must complete a full half-year without the District’s health insurance coverage to receive the payment in lieu of health insurance on the half-year cycle.

The member will receive this payment, fifty percent (50%) payable in the first check in January and fifty percent (50%) payable the last check in June.

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.

9.3. Retirement Benefit

9.3.1 A unit member who retires under the New York State Employees' Retirement System, and who is at least fifty-five (55) years of age, has fifteen (15) years of service or more with the Barker Central School District, and retires from Barker Central School may convert accumulated sick leave toward a non-elective contribution into a 403(b) account for each day of accumulated sick leave up to a maximum of 270 days. Unit members will be paid at the rate of twenty-five dollars (\$25) per day. 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.

9.3.2 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.

9.3.3 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 pursuant to 9.2.4, 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 retired with 150 sick days, his/her accrued sick days would be converted and paid into a 403(b) as follows:

Days 1-120 = \$3,000

Days 121-150 = \$750

Total = \$3,750

To purchase retiree health insurance from the District, the unit member must then pay the District \$300 per year for up to ten (10) years (for a total of \$3,000), plus any increase amounts required pursuant to 9.3.4, below.

- 9.3.4 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.

- 9.3.4 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.

9.4. Tuition Credit

Tuition will be paid for courses completed at an accredited college or university. Such payment will be made for the "tuition" of courses and does not include travel, lodging, fees, books, etc. Maximum payment will be at the rate per hour set by SUNY. Payment will be made upon successful completion of the course and receipt of the grade report and verification of payment from the attending college or university of at least a B-. Prior approval of the Superintendent or his/her designee is required.

ARTICLE X

UNSCHEDULED SCHOOL CLOSINGS

- 10.1. On a school closure day strictly due to snowfall/ice storm, central services staff are not expected to report and will suffer no loss of pay. If a staff member is asked to report to work that day, then overtime will be paid for actual hours worked.

On a school closing day not due to snowfall/ice storm, such as but not limited to: wind-chill, wind, power outage, etc., staff are expected to report for their normal shifts. If a staff member is unable to report to work, then he or she may use a vacation day. In the event a staff member attends a mandatory training class and a school closure occurs due to snowfall/ice storm, that staff member will receive another day off in place thereof. Such day must be used before the end of the current school year.

Employees in the Central Services Staff may be asked by their supervisor to report to work at times when they are unscheduled. Staff shall be paid a minimum of two (2) hours when called in at their regular hourly rate in addition to actual hours that are worked. Overtime will be paid if applicable for actual time worked.

ARTICLE XI

USE OF PERSONAL CAR FOR SCHOOL BUSINESS

- 11.1. If a school vehicle is available, it should be used first. During the time an employee is voluntarily using his car for school business, not bargaining unit business, he shall be covered by the District's insurance. Any trip exceeding 20 miles one way must receive prior approval from the Superintendent. The employee will be reimbursed at the IRS mileage rate for miles driven.

ARTICLE XII

SALARY

- 12.1. All employees who work at least 50% of the scheduled days through June 30 of the previous work year shall receive a 2.5% increase in 2021-2022, 2022-2023, and 2023-2024.

Fulltime unit members who satisfactorily complete their probationary appointment and continue working for the District in the same role shall receive a prospective hourly wage rate increase of 2% above their initial hourly wage rate at the time of permanent hire. In the event that the state minimum wage increases during the term of the current CBA, all fulltime unit members whose hourly wage rates are not at least 2% above minimum wage shall receive a prospective hourly rate increase of 2% above the new minimum wage.

The individual assigned as the Head Cleaner shall receive an annual stipend, pro-rated if applicable, in the amount of \$3,000 for additional roles, responsibilities and time worked. The stipend shall be paid in equal installments in the regularly scheduled payrolls throughout the year.

- 12.2. Advancement of base rates will take place on July 1 for each year of this agreement.
- 12.3. The District reserves the right to hire at any wage.
- 12.4. Temporary Assignment

A Cleaner or Groundsperson may be temporarily asked to fill a different position than their normal assignment but is still covered by this contract. If this assignment is to be greater than twenty (20) days, they may negotiate a stipend to compensate them for this assignment.

12.5. Overtime Work

Regular, full-time employees shall be paid time and one-half for overtime hours beyond the regularly scheduled work day and/or scheduled holidays.

For those employees who work past their regularly scheduled shift for a minimum of six (6) minutes shall be paid six (6) minutes of overtime; any block of minutes less than six (6) minutes past their regularly scheduled shift shall not be paid overtime, for those employees working more than six (6) minutes past their regularly scheduled shift, this overtime will also be calculated in blocks of six 6 minutes and any block of minutes less than six (6) minutes shall not be paid overtime for that block;

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

12.6. Shift Differential

Employees regularly scheduled to work the second shift, shall receive an annual stipend of \$375.00 to be prorated throughout the year. This stipend is separate from their base salary and will not be used to calculate salary increases. Second shift is defined as a shift that starts as 2:00pm or later.

ARTICLE XIII

13.1. Legislative Approval

It is agreed by and between the parties that any provision of this Contract requiring legislative action to permit its implementation by amendment of law or by appropriate legislative body has given approval.

13.2. Saving Provision

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

13.3. Complete Contract

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.

BARKER CENTRAL SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

AND

BARKER CENTRAL SCHOOL CENTRAL SERVICES ASSOCIATION

This Contract made and entered into this 8th day of July, 2021, by and between the Superintendent of Schools, upon authorization from the Board of Education and the Barker Central Services Association. This Contract shall remain in full force and effect until the 30th day of June, 2024.

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

ATTEST:



Superintendent of Schools
Jacob L. Reimer

