### **AGREEMENT**

### between the

### BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

and

**BRIARCLIFF EDUCATIONAL SUPPORT TEAM (BEST)** 

July 1, 2021 - June 30, 2024

This agreement is entered into by and between the BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" and/or the "District") and the BRIARCLIFF EDUCATIONAL SUPPORT TEAM (hereinafter referred to as the "Union") will be in effect as of July 1, 2021 through June 30, 2024.

#### ARTICLE I RECOGNITION

The Union has been recognized as the exclusive bargaining agent for the bargaining unit comprised of clerical and technical personnel in the positions of Account Clerk, Senior Account Clerk, Bookkeeper, Clerk, Payroll Clerk, Computer Aide, Data Analyst, Licensed Practical Nurse, Office Assistant, Office Assistant Automated Systems, Senior Office Assistant Automated Systems, Secretary, Secretary to School Administrator, Secretary to School Principal, Secretary to Director of Facilities and Typist, employed by the District on a full or part time basis, but excluding the Secretary to Superintendent, Data Base Manager, Assistant Director of Facilities, Operations & Maintenance, Campus Security Supervisor, School District Treasurer, Senior Office Assistant Automated Systems (Human Resources), District Office Secretary (Office of Human Resources), Secretary to Business Official, District Office Secretary (Office of the Superintendent) and all other employees, also excluding substitute and per diem employees.

# ARTICLE II DUES DEDUCTION

A. **Dues Deduction**. The District agrees that upon the presentation of appropriate dues deduction authorization cards the District shall make deductions from the wages an amount designated as membership dues and remit such deductions to the Union.

B. **Other Deductions**. Upon receipt of written authorization, the District shall deduct from an employee's salary such NYSUT member benefits or amounts for annuities as shall be authorized by the employee.

#### ARTICLE III WORK YEAR

A. The work year for 12 month employees shall commence July 1<sup>st</sup> and end on June 30<sup>th</sup>. The work year for all 11 month employees shall commence on August 1<sup>st</sup> and end on June 30<sup>th</sup>. 200 day employees shall work the last two weeks in August and September 1<sup>st</sup> through June 30<sup>th</sup>. The last 2 weeks as referenced means the 2 weeks immediately preceding the start of the student instructional year, totaling 200 work days.

B. **Holidays**. The following paid holidays are granted to provisional and permanent employees as set forth in the current school calendar:

Independence Day

Christmas Day

Labor Day

New Year's Eve

New Year's Day

Rosh Hashanah (2 days,

if school is closed)

Martin Luther King, Jr. Day

Yom Kippur

President's Day

Columbus Day

Good Friday

Veteran's Day

Easter Monday (if school closed)

Thanksgiving Recess (2 days)\*

Memorial Day\*\*

Juneteenth

Christmas Eve

- \*If the District schools are closed at the half-day before Thanksgiving, unit members shall only work the half day before Thanksgiving without a reduction in pay.
- \*\*In the event that the School District is closed on the Friday immediately preceding Memorial Day, unit members shall be entitled to that day off, with pay.

There shall be two floating holidays during the Winter, Mid-Winter (if scheduled) or Spring recess periods, as designated by the Superintendent of Schools or his/her designee. Those holidays listed above that fall on weekends and that are subject to the provisions of Sections 24 and 25 of the New York State General Construction Law shall be granted in accordance with those provisions of the law. Notwithstanding the previously stated provision, in the event that Christmas Eve Day and/or New Year's Eve Day falls on a weekend, each unit member shall be entitled to an additional floating holiday(s) to be taken during the Winter, Mid-Winter (if scheduled) or Spring recess periods respectively. (e.g. if Christmas Eve Day and New Year's Eve day both fall on weekends there will be 2 such additional floating holidays).

#### ARTICLE IV WORKDAY

A. Work Day. Unit members shall each work a 7 hour work day Monday through Friday, exclusive of a 1 hour duty-free meal period. During the recess periods, Winter, Mid-Winter (if scheduled) and Spring, the work day shall be 6 hours per day exclusive of a 1 hour duty-free meal period. During the Summer Recess period, the work day shall be 6.5 hours exclusive of 30 minute meal period; provided, however, that from July 1 through August 31, the work day shall end at noon on Fridays, and end at 3:00 p.m. on Fridays preceding recess periods (Winter, Mid-Winter [if scheduled], Spring and Summer, as well as 3:00 p.m. on the Wednesday before Thanksgiving, absent special circumstances that require continued presence).

On a day when school is closed due to inclement weather or other emergency circumstances, unit members shall not be required to report to work and shall be compensated for such day(s).

On delayed opening days unit members shall report on the same schedule as the faculty.

- **B.** Overtime. Overtime shall be pre-approved by a supervisor and paid at the rate of time and ½ for all hours worked beyond 40 hours in a work week, as well as at straight-time for hours between 35 and 40. (Paid leave time shall not count toward hours worked). The hourly rate of pay shall be determined by dividing the employee's annual salary by the annual number of hours in his or her work year.
- C. Emergency Weather Closings. In the event of the early dismissal of students and faculty based upon severe weather conditions, unit members may be dismissed early in light of adverse travel conditions, at the discretion of the Superintendent of Schools or his/her central office administrative designee.

# ARTICLE V DUE PROCESS

In disciplining or dismissing employees, the District shall abide by the provisions of the Civil Service Law with respect to those employees who have rights under such law. This Article shall not be subject to the grievance and arbitration provision of Article VIII of this Agreement.

#### ARTICLE VI POSTINGS

The District shall post on its website and email all unit members notice of all openings for this bargaining unit. Except in emergencies, the positions will not be filled for five (5) working days from the date of the posting.

#### ARTICLE VII LEAVES OF ABSENCE

A. Sick Leave. Employees shall be entitled to 15 days per school year of sick leave without loss of pay, accumulated up to Two Hundred (200) days at the close of every school year. Up to 7 days of the employee's annual sick leave allotment may be used for illness in the immediate family. The immediate family shall be defined as parents, children, spouse, domestic partner as defined in the Putnam Northern Westchester BOCES Health Insurance Plan or any other relative residing in the household. Employees may use two (2) of the seven (7) days upon the birth of a grandchild. Bargaining unit members may use two (2) days for the birth of every grandchild, up to the maximum of seven (7) family illness days. The District may require a doctor's note in the event that the unit member is absent in excess of four (4) consecutive workdays.

#### B. Sick Leave Bank.

- 1. There shall be a sick leave bank to be used by unit members for long term disabling or continuing illness or a long term disabling accident where the medical prognosis states an unexpected period of absence in excess of five months. The employee shall apply for days from the sick leave bank when the employee anticipates exhaustion of his/her sick leave and other available days, to include accrued vacation and personal days.
- 2. Eligibility for utilization of sick leave days shall include a health provider certification of the long term disabling or continuing illness or long term disabling accident and the utilization of at least 10 days of accumulated sick leave prior to the use of the sick days from the bank. The participating member must be employed with the district for two years prior to applying to the sick bank. Participation in the sick bank is involuntary.

- 3. Each participating member shall be entitled to withdraw no more than 50 days from the sick leave bank per event or in any one school year and may use no more than 100 days in the aggregate from the sick leave bank during the course of his or her career. Days withdrawn from the sick bank must be in increments of 5 days.
- 4. The sick leave bank shall be administered by a committee comprised of two district administrators chosen by the Superintendent and two members from the bargaining unit chosen by the BEST President. In the event of a tie vote on an application for use of sick leave days, the committee members shall select a medical doctor from a major university medical center (who specializes in the area of illness or accident) to review the application of the medical records and if necessary to conduct an examination of the applicant to determine the right to the utilization of the days from the bank. The cost of such exam shall be borne by the District.
- 5. The bank initially shall be funded via contributions of two days from each member of the bargaining unit with the remaining days to be contributed by the District, funding the bank to its initial level of 100 days. New unit members shall contribute one sick day per year for each of the first two years of employment. To the extent that sick bank days are used in any given school year, there shall be an additional assessment of sick bank leave days against each unit member's sick leave accumulations on a pro rata basis, to a maximum of

two days per employee per school year, to restore the bank to the 100 day level for the next ensuing school year; provided, however, that prior to a call for replenishment of days for the ensuing school year, sick days may be allocated from a sick bank reservoir of up to 50 days that is funded from individual members whose sick leave accumulation would otherwise exceed 200 days.

- 6. The sick leave bank may, in any given school year, be at a level less than 100 days if maximum annual member contribution has reached and full replenishment at the 100 day level has not been achieved.
- C. Personal Days. Employees may take five (5) days of personal leave annually. Such days shall not be deducted from sick leave, shall not be cumulative but must be previously approved by the Superintendent of Schools or his/her designee. Up to two (2) unused personal leave days per school year may be rolled into the member's sick leave accumulation.
- **D. Jury Duty.** Notice of jury duty must be submitted to the Superintendent of Schools and/or with the Superintendent's designee. Jury duty will be served with no loss of pay and the jury fees shall be returned to the District. Fees for transportation reimbursement shall be retained by the employee.
- **E.** Unpaid Child Care Leave. Upon written application to and approval by the Superintendent of Schools, an employee may take an unpaid child care leave to commence at either the beginning of the first semester or the second semester of school. An employee may be absent

for up to one (1) year without pay and no more than two (2) years during any four year period. Such leave shall include any right to leave under the Family Medical Leave Act and the employees shall be entitled to continue health insurance coverage by contributing the total cost of such coverage to the District for the period of the unpaid leave.

- without loss of pay for bereavement, not to exceed five (5) days for 11 and 12 month employees, four (4) days for 200 day employees and two (2) days for others. Immediate family includes the employee's spouse, children, parents, parents-in-law, sisters, brothers, grandparents, grandparents-in-law, or any person for whose financial or physical care the employee is responsible. In the event of a death of any other relative or relative-in-law, the employee shall be granted two (2) days absence without loss of pay. The employee shall inform the District of the relationship of the deceased to the employee and, upon request, produce evidence of the death related activity to be attended.
- G. Vacation Leave. During the first five years of employment, unit members shall be entitled to 10 vacation days per school year (pro-rated during first year of employment). After five years of employment, unit members shall be entitled to 15 vacation days per school year. After 10 years of employment, unit members shall be entitled to 20 vacation days per school year. Up to five (5) unused vacation days may be carried forward from one school year to the next. Vacation may only be taken with the written approval of the Superintendent of Schools or his/her designee. Unit members shall be allowed to use carried over vacation days until July 31 of the next school each year.

#### ARTICLE VIII

#### **GRIEVANCE PROCEDURE**

A. General Principles. A grievance is a complaint over a claimed misinterpretation, misapplication or violation of this agreement. It shall not apply to the exercise of a judgment, which is conferred by law or by this agreement upon the District, any of its administrative officers, or the Board of Education. This procedure shall be the sole remedy for any claimed misinterpretation or misapplication or violation of any of the terms of this agreement. The time limitations set forth below shall be strictly construed and any failure to commence a grievance within the specified time period or to appeal to the next stage of the procedure shall be deemed a waiver of the grievance and the grievance shall abate. A grievance may be filed by the Union on behalf of a member of the unit. A grievance shall be in writing and shall be signed by a Union representative or by the party for which the Union is filing the grievance. It shall include the name and position of the aggrieved party, the identity of the provision(s) of this agreement upon which the grievance is based. It shall also include a statement of the underlying facts including dates, events or conditions that constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### B. Procedure.

Step 1. All grievances must be filed with the employee's immediate supervisor (the building principal if the work location is a school building and the central office immediate supervisor if the work location is in the central office) no later than thirty (30) working days after the date upon which the alleged grievance arose. Failure to file a grievance within the timeframe referenced above shall result in waiver of the grievance and the grievance shall not be processed further. In the event that the employee's immediate supervisor (the building principal if the work location is a school building and the central office immediate supervisor if the work location is in

the central office) and the Union cannot adjust the grievance a hearing shall be held before the Assistant Superintendent for Business and Technology who shall make a written determination within ten (10) working days after conclusion of the hearing.

Step 2. In the event that a grievance is not adjusted between the District and the Union at Step 1, the Union may appeal to the Superintendent of Schools or his/her designee. Such appeal must be filed no later than fifteen (15) working days after the receipt of the Step 1 disposition by the Assistant Superintendent for Business and Technology. Any appeal to the Superintendent shall be in writing and shall include the written grievance filed in Step 1, the answer thereto, if any, and a statement from the appealing party for the reasons for the appeal. A hearing shall be held by the Superintendent or her designee within fifteen (15) workings days after the filing of an appeal to Step 2. The Superintendent shall have fifteen (15) working days after the hearing to decide the grievance. The decision shall be in writing.

Step 3. If the Superintendent's determination does not resolve the grievance, the Union may appeal to the Board of Education. Such appeal must be filed no later than fifteen (15) working days after receipt of the Step 2 disposition by the Superintendent. The Board of Education or a committee thereof shall schedule a hearing on the grievance within twenty (20) working days after the filing of an appeal at Step 3. The Board of Education or its committee shall have twenty (20) workings days after the hearing to decide the grievance. The decision shall be in writing.

Step 4. In the event that the grievance is denied by the Board of Education or its committee, the Association shall have a right within twenty (20) working days of receipt of the decision of Step 3 to appeal the grievance to final and binding arbitration before one of the following arbitrators who will be selected on a rotating basis, provided that the next in the rotation is available within a reasonable period of time: Jeffrey Selchick, Bonnie Siber Weinstock and Carol

Wittenberg. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be without power or authority to make a decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement or is left to the discretion of the district or any of its administrative officers or the board of education. The cost and expenses of the neutral arbitrator shall be borne equally by the parties.

# ARTICLE IX INSURANCES

A. Health Insurance. The District shall provide individual or family health insurance to employees as described herein. The employee shall inform the District in writing within thirty (30) working days of any change in eligibility status. Upon acceptance to the District's group health insurance coverage the employee shall make a contribution to the annual cost as follows:

The employee shall make a contribution to the annual cost as follows:

Unit members who earn less than \$100,000 shall contribute 15% towards the annual premium costs for individual and family coverage. Those unit members who earn at least \$100,000 shall contribute 20% towards the annual premium costs for individual and family coverage.

The employee's share of the cost shall be contributed through a payroll deduction. The District will establish an IRC 125 plan for health insurance premiums so that employees may make their contributions to health insurance on a before tax basis. The District shall have the right, in its sole discretion, to change the plan of insurance at any time during and after this agreement,

provided the new insurance plan provides benefits comparable to the benefits in effect for the employees at the time of the change.

B. Health Insurance Buy-Out. For unit members receiving the health insurance buy-out on December 31, 2011, at the individual unit member's option, the eligible unit member may opt to waive health insurance coverage under the District Health Insurance Policy on a calendar year-by-year basis (January 1st through December 31st) by completing the appropriate form furnished by the District.

A unit member who has withdrawn from the insurance plan may re-enter the plan at any time due to a severe hardship or change in family status by notifying the Business Office in writing (see #2 below). Health insurance will become effective upon acceptance of the plan the next month following the written notice. In the case of re-entry, payments made for time withdrawn from the plan will be pro-rated.

In order to be eligible for this option to waive health insurance coverage, the following must occur:

- 1. The member must verify, in a written, signed and notarized document, that the member has health insurance coverage through another source.
- 2. Any unit member who had waived the above medical insurance coverage may resume medical insurance coverage due to a severe hardship or change in family status. Severe hardship or change in family status shall be defined as death of a spouse or significant other, loss of a spouse's or significant other's employment, adoption/birth of a child, divorce, legal separation, or loss of spouse's or significant other's medical insurance. For the purpose of this Agreement, the term "significant other" shall mean the person who is the source of the unit member's health insurance. Enrollment is by the month.
- 3. Parties recognize that this buyout is taxable income.
- 4. Health Insurance buyout will be paid in two equal installments:

4.1 The last payroll in June, and,

The last payroll in December.

4.2

- 5. Annual Health Coverage Determination Employees enrolled in the Health Insurance Buyout will notify the business office each year in writing of their intention to either:
  - 5.1 Enroll into health insurance coverage plan, or,

Begin/Continue health insurance buyout,

5.2

5.2.1 Change status coverage,

5.2.1.1 Family coverage to no coverage = \$5,000

5.2.1.2 Family coverage to individual coverage = \$3,000

5.2.1.3 Individual coverage to no coverage = \$2,000

5.3 Unit members who have opted out of the health insurance plan must notify the business office annually in writing of their intention to re-enroll in health insurance between November 1<sup>st</sup> and November 15<sup>th</sup>.

The health insurance buyout benefit shall be unavailable to unit members who were not receiving this benefit on December 31, 2011 as well as any unit member hired after that date.

**C. Health Insurance in Retirement**. The vesting requirement for entitlement to district funded retiree health insurance premiums is 15 years with the employer contributions as stated in the columns below:

15-19 years 60% individual/60% family

20-24 years 70% individual/70% family

25 - 29 years

75% individual/75% family

30+ years

85% individual/85% family\*

\* For those unit members who earn \$100,000 or greater, the district's contribution towards retiree health insurance in the 30<sup>th</sup> year and after shall be 80% individual/80% family.

To be entitled to retiree health insurance premium funding as set forth above, the unit member must retire from the District to receive benefits from the New York State Employees' Retirement System.

- C. Those unit members who have at least 15 years of service in the District at the time of the ratification of the 2021-2024 Agreement shall be credited with an additional 5 years of credited service time for the purposes of determination of their entitlement to District retiree health insurance premium funding upon their retirement from the District to receive benefits from the New York State Employees' Retirement System.
- **D. Disability Insurance**. The District shall provide long-term disability insurance, for unit members that will pay 2/3 of salary, subject to a 60 day elimination period and the details of the District's long term disability plan.
- E. Life Insurance. The District shall purchase and pay the full premium costs of a group decreasing term life insurance policy covering the members of the bargaining unit with a face benefit amount of \$100,000.
- **F. Dental Insurance.** Unit members may participate in the District's dental insurance program with the District paying the full premium cost for individual and family coverage.

**G. Medicare.** Unit members who retire from the District to receive benefits from the NYS Employees' Retirement System upon reaching the age of 65 shall be entitled to Medicare reimbursement for Medicare Part B for the retiree and spouse, if any, at the standard (floor level).

#### ARTICLE X

#### **SALARIES**

- A. There shall be a minimum entry level salary range for each job title in the unit as set forth in Appendix "A" to this Agreement, as determined by the District in consultation with the Association.
- B. Increase all unit members' salaries employed before July 1, 2021 by 2.0% effective July 1, 2021; 2.0% July 1, 2022 greater than the employee's previous year's salary and 2.0% July 1, 2023 greater than the employee's previous year's salary. Also, effective July 1, 2021, increase the minimum entry level salary for each category by \$500 that shall also be added to each then current unit member's base pay effective July 1, 2021, increase the minimum entry level salary for each category by \$250 which shall also be added to each then current unit member's base pay effective July 1, 2022, and increase the minimum entry level salary for each category by \$250 which also shall be added to each then current unit member's base pay July 1, 2023.
  - B. **Longevity**. The following longevity schedule shall be reinstated effective July 1,
  - 1. 2012, for all unit members. Those unit members who previously received longevity shall continue from the longevity level that they last received.

Increase each longevity payment by \$100 effective July 1, 2021, by an additional \$100 effective July 1, 2022 and by an additional \$100 effective July 1, 2023 (see below).

#### Effective July 1, 2021:

- 1. At the beginning of the 5<sup>th</sup> year of service and through the 9<sup>th</sup> year of service \$1,100
- 2. At the beginning of the 10<sup>th</sup> year of service and through the 11<sup>th</sup> year of service \$1,300
- 3. At the beginning of the 12<sup>th</sup> year of service and through the 14<sup>th</sup> year of service \$1,600
- 4. At the beginning of the 15<sup>th</sup> year of service and through the 16<sup>th</sup> year of service \$2,000
- 5. At the beginning of the 17<sup>th</sup> year of service and through the 19<sup>th</sup> year of service \$2,100
- 6. At the beginning of the 20<sup>th</sup> year of service and through the 24<sup>th</sup> year of service \$2,500
- 7. At the beginning of the 25<sup>th</sup> year of service and thereafter \$2,900

#### Effective July 1, 2022:

- 1. At the beginning of the 5<sup>th</sup> year of service and through the 9<sup>th</sup> year of service \$1,200
- 2. At the beginning of the 10<sup>th</sup> year of service and through the 11<sup>th</sup> year of service \$1,400
- 3. At the beginning of the 12<sup>th</sup> year of service and through the 14<sup>th</sup> year of service \$1,700
- 4. At the beginning of the 15<sup>th</sup> year of service and through the 16<sup>th</sup> year of service \$2,100
- 5. At the beginning of the 17<sup>th</sup> year of service and through the 19<sup>th</sup> year of service \$2,200
- 6. At the beginning of the 20<sup>th</sup> year of service and through the 24<sup>th</sup> year of service \$2,600
- 7. At the beginning of the 25<sup>th</sup> year of service and thereafter \$3,000

#### Effective July 1, 2023:

- 1. At the beginning of the 5<sup>th</sup> year of service and through the 9<sup>th</sup> year of service \$1,300
- 2. At the beginning of the 10<sup>th</sup> year of service and through the 11<sup>th</sup> year of service \$1,500
- 3. At the beginning of the 12<sup>th</sup> year of service and through the 14<sup>th</sup> year of service \$1,800
- 4. At the beginning of the 15<sup>th</sup> year of service and through the 16<sup>th</sup> year of service \$2,200
- 5. At the beginning of the 17<sup>th</sup> year of service and through the 19<sup>th</sup> year of service \$2,300

- 6. At the beginning of the 20<sup>th</sup> year of service and through the 24<sup>th</sup> year of service \$2,700
- 7. At the beginning of the 25<sup>th</sup> year of service and thereafter \$3,100

# C. Employees' Retirement System/41j Retirement and Social Security Law Benefit Plan.

- 1. The District will make New York State employee retirement system contributions in accordance with eligibility and New York State requirements applicable to the individual employee.
- 2. Employees will make New York State employment retirement system contributions in accordance with eligibility and New York State requirements applicable to individual employees.
- 3. The District shall continue its participation in the section 41j Retirement and Social Security Law benefit.
- D. **Notice Incentive**. Employees who voluntarily terminate employment with the district shall receive a lump sum payment equal to 10% of their final year salary in return for providing the board of education with at least four (4) months written notice of their resignation for the purpose of retirement to receive benefits from the New York State Employees' Retirement System. However, employees who are notified they will be laid-off and cannot provide the full six (6) months' notice will remain entitled to this payment upon their notification to the District of their intent to resign for the purposes of retirement to receive benefits from the New York State Employees' Retirement System.

Association Days. The Association president or designee may use two (2) days per year to attend union training or other union business. This time may be taken in ½ day increments.

# ARTICLE XI CREDIT FOR PRIOR SERVICE

For the computation of all compensation and fringe benefits, including entitlement to health insurance, unit members will receive full credit for all years of service with the District, except for those years preceding a break in service. Notwithstanding the above, an employee who is laid off and placed on a preferred eligibility list due to his or her competitive class status shall not be deemed to have had a break in service.

# ARTICLE XII EVALUATIONS

Each unit member shall be evaluated annually by his or her immediate supervisor or another supervisor designated by the Superintendent of Schools, who is familiar with the employee's duties and work performance.

#### ARTICLE XIII PROFESSIONAL DEVELOPMENT

The District and the Union agree to meet and confer about appropriate professional development periodically. Prior to requiring clerical staff to use new District software the District agrees to provide training to clerical staff on the use of such software.

#### ARTICLE XIV

#### PERSONNEL FILE

An employee may review the contents of the employee's personnel file maintained by the District, except for confidential documents, by making a request to the applicable administrator for an appointment to review the file.

#### ARTICLE XV SAVINGS CLAUSE

To the extent that any provision of this agreement is found illegal or unenforceable by a court or administrative agency of competent jurisdiction only that provision shall be deemed unenforceable and the remainder of the agreement shall remain in effect.

#### ARTICLE XVI ZIPPER CLAUSE

The parties agree as to those items set forth in this collectively negotiated agreement and those mandatory subjects of negotiations that were substantially negotiated but withdrawn by either party during the course of negotiations leading up to this agreement, that neither party shall be obligated to negotiate the terms thereof for the duration of this agreement, unless otherwise mutually agreed.

#### ARTICLE XVII MANAGEMENT RIGHTS

Except as specifically expressed and modified by the terms of this agreement, the District retains the sole and exclusive right to manage, direct and supervise the affairs of the District and the exercise of such rights shall not be subject to the grievance procedure set forth herein.

#### ARTICLE XVIII LEGISLATIVE ACTION

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 therefor shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE XIX DURATION

This agreement shall be effective July 1, 2021, and continue in effect until June 30, 2024.

**DATED**: March 30, 2022

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

BY:

JAMES KAISHIAN, SUPERINTENDENT OF SCHOOLS

BRIARCLIFF EDUCATIONAL SUPPORT TEAM (BEST)

BY:

Rosaleen McCormack, PRESIDENT

# Appendix A

# **BEST Starting Salary Ranges 2021-2022**

# 12 Month Employees

Clerk	Computer Aide	Account Clerk
48,000-52,500	48,000 – 52,500	48,000 – 52,500
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	
48,000 - 52,500	53,000 – 57,500	53,000-57,500
Payroll Clerk	Bookkeeper	
53,000 - 57,500	53,000-57,500	

# 11 Month Employees

Clerk	Computer Aide	Account Clerk
43,000 – 47,500	43,000 – 47,500	43,000 – 47,500
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	**
43,000 – 47,500	48,000 – 52,500	48,000 - 52,500

Bookkeeper	
48,000 - 52,500	

# 200 Day Employees

Clerk/Typist	Computer Aide	Account Clerk
36,000 – 40,500	38,000 – 42,500	38,000 – 42,500
Off. Asst./ Off Asst. (Auto Syst.)	Sr. Off. Asst/Sr. Off. Asst. (Auto Syst.)	Sec. to Princ/Sec. to Admin
38,000 – 42,500	43,000 – 47,500	43,000 – 47,500
Bookkeeper		
43,000 – 47,500		

# **BEST Starting Salary Ranges 2022-2023**

# 12 Month Employees

Clerk	Computer Aide	Account Clerk
48,250- 52,500	48,250 – 52,500	48,250 – 52,500
	*	
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	
48,250 - 52,500	53,250 – 57,500	53,250-57,500
2		
Payroll Clerk	Bookkeeper	
53,250 - 57,500	53,250- 57,500	

# 11 Month Employees

Clerk	Computer Aide	Account Clerk
43,250 – 47,500	43,250 – 47,500	43,250 – 47,500
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	
43,250 – 47,500	48,250 – 52,500	48,250 – 52,500
Bookkeeper		
48,250 – 52,500		

# 200 Day Employees

Clerk/Typist	Computer Aide	Account Clerk
36,250 – 40,500	38,250 – 42,500	38,250 – 42,500
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	
38,250 - 42,500	43,250 – 47,500	43,250 – 47,500
Bookkeeper		
43,250 – 47,500		и

# **BEST Starting Salary Ranges 2023-2024**

### 12 Month Employees

Clerk	Computer Aide	Account Clerk
48,500- 52,500	48,500 – 52,500	48,500 – 52,500
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	
48,500 – 52,500	53,500 – 57,500	53,500-57,500
3 -		
Payroll Clerk	Bookkeeper	
53,500 - 57,500	53,500- 57,500	

### 11 Month Employees

Clerk	Computer Aide	Account Clerk
43,500 – 47,500	43,500 – 47,500	43,500 – 47,500
8		
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	
43,500 – 47,500	48,500 – 52,500	48,500 - 52,500
	*	
Bookkeeper		
48,500 – 52,500		

# 200 Day Employees

Clerk/Typist	Computer Aide	Account Clerk
36,500 – 40,500	38,500 – 42,500	38,500 – 42,500
* *		
Off. Asst./ Off Asst. (Auto	Sr. Off. Asst/Sr. Off. Asst.	Sec. to Princ/Sec. to Admin
Syst.)	(Auto Syst.)	/
38,500 – 42,500	43,500 – 47,500	43,500 – 47,500
Bookkeeper		
43,500 – 47,500		

- 1. Employees new to the bargaining unit who are without prior experience in the job duties of the positions to which they are being hired shall be hired at a salary within the entry level salary ranges set forth above.
- 2. Employees new to the bargaining unit who have prior experience in the job duties or performed the substantial job functions of the positions to which they are being hired may be hired within the entry level salary ranges set forth above or at a salary in excess of the top of the range salary for their positions.
- 3. A bargaining unit members who is employed to fill a vacancy in another bargaining. unit position may be hired within the entry level salary range for their new position, as set forth above, or at a salary that exceeds the top of the range salary, regardless of his/her prior experience in the job duties of the new position.