

**AGREEMENT**

**BETWEEN**

**BEACON CITY SCHOOL DISTRICT**

**AND THE**

**BEACON ASSOCIATION OF OFFICE PERSONNEL  
NYSUT**

**JULY 1, 2021 – JUNE 30, 2025**

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## **PREAMBLE**

It shall be the public policy of the City of Beacon School District and the purpose of this Agreement to promote harmonious and cooperative relationships between the City of Beacon School District and its employees, and to protect the public by assuring, at all time, the orderly and uninterrupted operations and functions of government. This agreement is made between the City of Beacon School District, hereinafter referred to as the "District", and the Beacon Association of Office Personnel, hereinafter referred to as the "Association".

## **ARTICLE I RECOGNITION**

SECTION 1: The District agrees that the Association shall be the sole and exclusive representative for all unit members described in Article II for the purpose of collective negotiations for all terms and conditions of employment and the administration of grievances. The period of unchallenged representative status for the Association shall be for the maximum period allowed under Section 208c of Article XIV (Public Employee's Fair Employment Act) of the New York State Civil Service Law.

SECTION 2: The Association affirms that it does not assert the right to strike against the District, and the Association shall not cause, instigate, encourage or condone a strike.

## **ARTICLE II COLLECTIVE BARGAINING UNIT**

All full-time clerical positions of the Beacon City School District, except that of Confidential Secretary to the Superintendent of Schools, District Clerk, Secretary to the Deputy Superintendent, Secretary to the Assistant Superintendent of Curriculum and Student Support, and Secretary to the Assistant Superintendent of Personnel and Policy.

## **ARTICLE III ASSOCIATION SECURITY AND CHECK OFF**

The District shall deduct from the wages of unit members and remit to the Treasurer of the Beacon Association of Office Personnel or to its designated agents, regular membership dues and other authorized deductions for those unit members who have signed the appropriate payroll deduction authorization(s) permitting such deduction. The District agrees to deduct and remit such monies exclusively for the Association as the recognized exclusive negotiating agent for the employees in this unit. All authorized deductions shall be paid in full to the Association by the last paycheck in June of the respective school year.

## **ARTICLE IV RIGHTS OF UNIT MEMBERS**

SECTION 1: Any unit member shall be free to join or refrain from joining the Association without fear of coercion, reprisal or penalty from the District.

SECTION 2: Unit members may join and take an active role in the activities of the Association without fear of any kind of reprisals from the District or its agents.

SECTION 3: A unit member may bring matters of personal concern to the attention of the appropriate District's representative and officials in accordance with applicable laws and rules and shall be represented by the Association in a grievance or appeal proceeding.

SECTION 4: A maximum of three (3) unit member days per annum shall be granted to the Association without loss of pay without charge to accruals to individual unit members for the purpose of attending conventions, conferences, workshops, and seminars, provided that the Association President furnish the District a written request at least one week prior to the day(s) requested.

## **ARTICLE V SALARY**

### **A. SALARY**

Effective July 1, 2021, two salary schedules shall be created. Salary Schedule A shall cover those unit members hired before October 16, 2020, and shall include the additional salary increase agreed to in the October 16, 2020 grievance settlement agreement. Salary Schedule B shall cover those unit members hired on or after October 16, 2020.

Each Unit member employed during the 2021-2022 school year shall receive a \$1,250 salary increase, and the minimum entry level salaries shall be increased by \$1,250, effective July 1, 2021, as reflected below. On July 1, 2021, Salary Schedule B will be improved by an additional \$500, as reflected below.

Each Unit member employed during the 2022-2023 school year shall receive a \$1,250 salary increase, and the minimum entry level salaries shall be increased by \$1,250, effective July 1, 2022, as reflected below.

Each Unit member employed during the 2023-2024 school year shall receive a \$1,250 salary increase, and the minimum entry level salaries shall be increased by \$1,250, effective July 1, 2023, as reflected below.

Each Unit member employed during the 2024-2025 school year shall receive a \$1,250 salary increase, and the minimum entry level salaries shall be increased by \$1,250, effective July 1, 2024, as reflected below.

<b>SCHEDULE A Unit Members Hired Before 10/16/20</b>	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>
Typist(11 Month)	\$35,475	\$36,725	\$37,975	\$39,225
Typist / Clerk	\$37,933	\$39,183	\$40,433	\$41,683
Data Entry Operator	\$37,933	\$39,183	\$40,433	\$41,683
Sr. Typist	\$39,372	\$40,622	\$41,872	\$43,122
Jr. Accountant	\$47,492	\$48,742	\$49,992	\$51,242
Receptionist	\$37,933	\$39,183	\$40,433	\$41,683
Sr. Typist(11 month)	\$36,775	\$38,025	\$39,275	\$40,525
Payroll Clerk	\$48,492	\$49,742	\$50,992	\$52,242
Student Records Asst	\$43,866	\$45,116	\$46,366	\$47,616
Stenographer	\$40,448	\$41,698	\$42,948	\$44,198
Sr. Clerk	\$40,448	\$41,698	\$42,948	\$44,198
Account Clerk	\$41,530	\$42,780	\$44,030	\$45,280
Sr. Stenographer	\$42,488	\$43,738	\$44,988	\$46,238
Sr. Account Clerk	\$43,927	\$45,177	\$46,427	\$47,677
Principal Acct. Clerk	\$45,365	\$46,615	\$47,865	\$49,115
Admin. School Sec	\$43,866	\$45,116	\$46,366	\$47,616

<b>SCHEDULE B Unit Members Hired On or After 10/16/20</b>	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>
Typist(11 Month)	\$34,475	\$35,725	\$36,975	\$38,225
Typist / Clerk	\$36,933	\$38,183	\$39,433	\$40,683
Data Entry Operator	\$36,933	\$38,183	\$39,433	\$40,683
Sr. Typist	\$38,372	\$39,622	\$40,872	\$42,122
Jr. Accountant	\$46,492	\$47,742	\$48,992	\$50,242
Receptionist	\$36,933	\$38,183	\$39,433	\$40,683
Sr. Typist(11 month)	\$35,775	\$37,025	\$38,275	\$39,525
Payroll Clerk	\$47,492	\$48,742	\$49,992	\$51,242
Student Records Asst	\$42,866	\$44,116	\$45,366	\$46,616
Stenographer	\$39,448	\$40,698	\$41,948	\$43,198
Sr. Clerk	\$39,448	\$40,698	\$41,948	\$43,198
Account Clerk	\$40,530	\$41,780	\$43,030	\$44,280
Sr. Stenographer	\$41,488	\$42,738	\$43,988	\$45,238
Sr. Account Clerk	\$42,927	\$44,177	\$45,427	\$46,677

## B. LONGEVITY PAYMENTS

Step	Eligibility	Payment
1	Beginning of Year 2	\$400
2	Beginning of Year 3	\$500
3	Beginning of Year 4	\$600
4	Beginning of Year 5	\$700
5	Beginning of Year 6	\$1,000
6	Beginning of Year 7	\$1,100
7	Beginning of Year 8	\$1,200
8	Beginning of Year 9	\$1,300
9	Beginning of Year 10	\$1,600
10	Beginning of Year 11	\$2,000
11	Beginning of Year 12	\$2,100
12	Beginning of Year 13	\$2,200
13	Beginning of Year 14	\$2,350
14	Beginning of Year 15	\$2,800
15	Beginning of Year 16	\$3,400
16	Beginning of Year 17	\$3,500
17	Beginning of Year 18	\$3,600
18	Beginning of Year 19	\$3,700
19	Beginning of Year 20	\$4,100
20	Beginning of Year 21	\$5,200
21	Beginning of Year 22	\$5,300
22	Beginning of Year 23	\$5,400
23	Beginning of Year 24	\$5,500
24	Beginning of Year 25	\$5,900
25	Beginning of Year 26	\$6,000
26	Beginning of Year 27	\$6,100
27	Beginning of Year 28	\$6,300

Unit members on the payroll as of July 1, 2021, who are on Step 10 or higher on the above longevity schedule shall move two longevity steps on July 1, 2021. For example, a unit member on Step 10 will move to Step 12. This is a one-time event.

For the purpose of longevity only:

A unit member whose employment commences between July 1 and December 31 shall be deemed to have completed one (1) year of employment on June 30 of the following year. Each additional year of employment shall be computed from that date. For example, a unit member hired September 15, 2021, shall be deemed to have completed one (1) year of employment on June 30, 2022.

A unit member whose employment commences between January 1 and June 30 shall be deemed to have completed one (1) year of employment the June 30 of the following school year. Each additional year of employment shall be computed from that date. For example, a unit member hired May 15, 2022, shall be deemed to have completed one (1) year of employment on June 30, 2023.

C. All employees whose titles have changes, whether promoted or demoted or reclassified by the Dutchess County Personnel Commissioner, shall be placed in the salary grade and at the same Step that reflects their new title.

## **ARTICLE VI WORK SCHEDULES**

SECTION 1: The normal workday shall not exceed seven and one-half (7 ½) consecutive hours, excluding 45 minutes for lunch. The normal work week shall not exceed thirty-seven and one-half (37 ½) hours; five seven and one-half (7 ½) hour days, Monday through Friday. The 45 minute lunch shall be taken in the middle of the work day and shall not be taken at the beginning or the end of the work day or in combination with a break.

SECTION 2: The District will have the right to designate up to three (3) days each year for professional development. The District will make an effort to notify the Association two (2) weeks prior to the specific training dates, it being understood that such dates are subject to change at the discretion of the Superintendent of Schools.

## **ARTICLE VII OVERTIME AND SPECIAL WORK SCHEDULES**

SECTION 1: All unit members shall receive overtime compensation at the rate of time and one-half of the regular hourly wage for any hours worked in excess of what is defined in Article VI as the regular work day and work week, Monday through Friday. A unit member must receive prior approval from his/her supervisor before working overtime.

SECTION 2: On emergency closing days, bargaining unit members will be expected to work, unless the Superintendent expressly declares that they are not required to report. On such days, unit members shall suffer no loss of pay, nor shall they be required to utilize accrual leave days. There shall be a maximum of two (2) such days per year. This provision shall not be subject to final and binding arbitration.

Otherwise, on emergency closing days, unit members will have the option of reporting to work as soon as the unit member is able or utilizing a leave day in lieu of reporting to work. In either situation, the unit member will suffer no loss of pay and will receive their regular day's pay.

When students are dismissed early due to emergency or inclement weather, unit members shall remain in their school building until the last student from their building being transported by bus has been dropped off and all buses are returning to the bus garage. In the event there is no administrator present in the building during this time, unit member(s) should contact Central Office. Unit members who do not work in a school building shall remain in their building until the last district student being transported by bus has been dropped off and all buses are returning to the bus garage.

On days of delayed openings, unit members shall report to work as soon as the unit member is able, but not later than the duration of the delayed opening. On such days, the unit member shall receive their full day's pay.

In the event that an unit member's town or county of residence is in a declared 'State of Emergency', the unit member shall not be required to report to work, shall suffer no loss of pay and shall not be required to utilize accrued leave days.

SECTION 3: From the first Friday after graduation in June until the Friday before Labor Day, all clerical unit members will work seven and one-half (7 ½) consecutive hours per day, Monday through Thursday, and six and one-half (6 ½) hours per day on Friday, exclusive of 45 minutes for lunch.

SECTION 4: Double time shall be paid for all previously authorized work performed on Sundays and holidays.

## **ARTICLE VIII HOLIDAYS**

All unit members shall be entitled to fourteen (14) paid holidays. The District shall list all holidays, together with school holidays, and shall submit such list to the unit members. Out of the list of holidays so submitted, each unit member shall note his or her preference for the fourteen holidays and the District shall thereafter designate the holidays which receive the preference of a majority of the unit members.

## **ARTICLE IX VACATION**

SECTION 1: The following vacation credits will be earned by unit members:

A. For unit members hired prior to January 1, 1995:

Ten (10) days after one (1) year of employment; fifteen (15) days after five (5) years of employment; twenty (20) days after ten (10) years of employment; twenty-five (25) days after fifteen years of employment.

B. For unit members hired on or after January 1, 1995:

Ten (10) days after one (1) year of employment; fifteen (15) days after five (5) years of employment; twenty (20) days after ten (10) years of employment.

SECTION 2: For the purpose of computing vacation time, all unit members whose employment commences between July 1 and December 31 shall be deemed to have completed one (1) year of employment on June 30 of the following year, and each additional year of employment shall be computed from that date. All persons employed after December 31 and before June 15 shall be entitled to one (1) day's vacation for each month of employment.

SECTION 3: The ten (10) and eleven (11) month unit members shall be pro-rated.

SECTION 4: Upon termination of employment for any reason, the unit member or his beneficiary will receive the cash value of accrued vacation leave.

SECTION 5: One (1) week of vacation leave may accumulate to the following years for those unit members who earn four (4) weeks or less in any one (1) year.

SECTION 6: All unit members must take two (2) week's vacation when school is not in session, unless approved by their immediate supervisor. Unit members may work any authorized vacation time in excess of two weeks at their full regular base salary during the school year contingent upon the prior approval of the Department Supervisor.

SECTION 7: Vacations shall be scheduled subject to the supervisor's approval.

## **ARTICLE X SICK LEAVE**

### **SECTION 1:**

A. Unit members hired prior to July 1, 1995 shall be entitled to the following sick leave provisions:

First year	12 days
Second year	13 days
Third year	14 days
Fourth year	15 days
Fifth year	16 days
Thereafter	16 days

B. Unit members hired on or after that date shall be entitled to the following sick leave provisions:

First year	10 days
Second year	11 days
Third year	12 days
Fourth year	13 days
Fifth year	15 days
Thereafter	15 days

SECTION 2: Sick leave may be accumulated to a cumulative maximum of two hundred (200) days. On July 1 of each year, if a unit member has unused personal days, they shall accumulate as sick leave days.

SECTION 3: Unit members may use the number of days received in their annual sick leave allotment for absences on account of the illness of a member of the unit member's immediate family residing in the household of the unit member at the time of illness. All such absence for family illness must be good cause shown and taken only after obtaining approval of the unit member's immediate supervisor, which approval will not be unreasonably withheld.

SECTION 4: A doctor's certificate may be required for illness of three (3) or more consecutive days or which indicates a pattern of abuse (e.g. Fridays or Mondays or before or after vacations and/or holiday periods, etc.). If a unit member is required to present a doctor's certificate and the unit member does not wish to utilize his/her physician, the unit member will have the right to be examined by the District's physician at no cost to the unit member.

SECTION 5: For each day's absence over and above the sick leave provided for, the deduction from the unit member's salary shall be 1/260<sup>th</sup> of annual salary.

SECTION 6: Any unused accumulated sick time up to two hundred (200) days shall be paid to the unit members beneficiary in case of death (during active employment with the District) in a lump sum payment at the ratio of 25% of the value of each unused sick day.

Any unused accumulated sick time up to two hundred (200) days shall be paid to the unit member, upon retirement, in a lump sum payment at the ratio of 25% of the value of each unused day.

SECTION 7: A unit member, who is at maximum accumulation and who has ten (10) days or more of the yearly sick leave allotment left at the end of the year, will receive their per diem salary rate for their unused days up to a maximum of six (6) days. (Based on 1/260 for a full time unit member.)

## **ARTICLE XI**

### **A. PERSONAL LEAVE**

SECTION 1. All unit members shall be entitled to a maximum of four (4) personal days' absence without loss of compensation or deduction from accumulated vacation or sick-leave credits. However, each such absence must be approved by the Administration in advance. Where the request for personal leave does not arise as a result of an emergency, the unit member shall give at least three (3) days notice of the request.

The unit member will be required to fill out a form circling one of the following categories: Legal – Medical – Family – Personal.

A unit member's request for time off for personal business will be granted without loss of pay upon the approval of the Administration where the reason for absence is beyond the control of the individual and cannot readily be scheduled after regular school hours.

## **B. BEREAVEMENT LEAVE**

SECTION 1. All unit members shall be entitled to three (3) consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for a death in the immediate family, i.e. parents, grandparents, children, grandchildren, siblings, spouse and members of the spouse's immediate family.

SECTION 2. The District may request the unit member to submit proof of death for the purpose of payment under this provision.

## **C. CHILD REARING LEAVE**

SECTION 1. Child rearing leave, without pay, may be granted at the discretion of the Board for a period not to exceed one year.

SECTION 2. Unit members requesting child rearing leave should give reasonable notice prior to commencement of such leave. Except in emergencies, unit members shall give sixty (60) days written notice of the intended length and commencement date of child rearing leave.

## **D. TEMPORARY EMERGENCY LEAVE**

SECTION 1. The Superintendent may grant temporary emergency leave without pay up to a maximum of sixty (60) calendar days which, in the judgment of the Superintendent, constitute emergencies, based on the facts of each individual case.

SECTION 2. Time spent on leave shall not be counted for seniority, although such person will retain credit for the time served prior to taking the leave.

SECTION 3. A person on leave shall not accumulate sick days during the period spent on leave, however, such person shall retain credit for sick leave accumulated prior to taking the leave.

SECTION 4. During the time a person is on leave, the District shall not pay the premiums of health insurance. Unit members wishing to maintain health insurance coverage during leave should make arrangements with the business office to make such payments directly during leave of absence.

SECTION 5. A person on leave will not move forward on the salary schedule during the time spent on leave.

## **E. JURY DUTY**

Unit members scheduled for jury duty shall not suffer any loss of compensation as a result of service as a juror. The District will be reimbursed for any jury compensation received, except for meal and travel allowance.

## **ARTICLE XII PROMOTIONS, VACANCIES AND TRANSFERS**

### **SECTION 1. Reclassification**

When a member of this unit feels that the duties and reclassification seems called for, the unit member or unit members shall request that the immediate supervisor study the situation and make recommendations to the Superintendent of Schools for his consideration.

### **SECTION 2. Resignation and re-employment**

Pursuant to Civil Service Law, any unit member resigning from his/her job, pursuant to a written notice of resignation, may be re-employed at the option of the School District if such re-employment takes place within one (1) year of the date on which the resignation became effective. Any unit member so re-employed shall retain seniority, retirement benefits, accumulated sick leave and the regular step on salary schedule as though his/her employment remained unbroken from the date of first hire.

**SECTION 3.** The District must post notice of all vacancies, including promotional vacancies and possible transfer opportunities, for five (5) working days prior to advertising outside. However, the District may fill positions on a temporary basis during the time of posting. Working days shall be defined as all days when the Central Administration Office is open. All unit members qualified to apply for such positions shall be given an opportunity to do so. In the event that more than one unit member within the District qualifies for the probationary appointment, qualifications, training and attendance will be the determining factors for the appointment. Seniority will be a tiebreaker in the event that all factors are relatively equal.

In filling vacant or newly created positions, the District may recognize outside work experience in determining the initial longevity step placement; however, the initial placement is limited to no higher than Step 4.

**SECTION 4.** The Superintendent of Schools has the right to involuntarily transfer unit members. All such transfers shall be made only after a conference is held with the unit member(s) involved. The unit member(s) shall have the right to Association representation at such conferences.

## **ARTICLE XIII WORKERS' COMPENSATION**

SECTION 1. Whenever a unit member is absent from his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment and he/she receives Workers' Compensation Payments for such absence, he/she will be paid for his/her full salary during his/her absence from his/her employment in accordance with the following: less than two years of service – up to two months; two to four years of service – three months; five or more years of service – five months. The full pay received by the unit member shall be reduced by the amount of any Workers' Compensation award made for temporary disability due to said injury, and no part of such absence will be charged to his/her annual or accumulated sick leave.

SECTION 2. The School District will reimburse unit members for costs of replacing or repairing dentures, eye glasses, hearing aids, clothing, or similar bodily appurtenances, which are damaged, destroyed, or lost as a result of injury, for assault directly related to the unit member's employment.

## **ARTICLE XIV STATE HEALTH INSURANCE**

SECTION 1. The District shall contribute 85% of the monthly cost of the Empire Plan for individual coverage and 70% of the monthly cost of the Empire Plan for family coverage. Effective July 1, 2018, the District shall contribute 85% of the monthly cost of the Empire Plan for individual coverage, and 75% of the monthly cost of the Empire Plan for family coverage. This contribution amount may be applied for coverage under the Empire Plan, the Dutchess Plan, or an HMO offered by the District.

The balance of the monthly premium is the responsibility of the unit member. The amount of the District's contribution and the new unit member's share will be determined by the parties after the Association and the District verify and approve the premium charges.

In order for a unit member to be eligible for retiree health insurance, the unit member must have completed at least fifteen (15) years of continuous full-time service with the District, and retire from the District in accordance with the requirements of the New York Employees' Retirement System. Unit members shall contribute in retirement the same percentage contributions as they contributed in their last year of active employment.

The District shall implement a full Section 125 Internal Revenue Code plan.

SECTION 2. If a unit member is able to be covered under another health insurance plan, the unit member can waive coverage in the District's plan and, in return, receive \$1,600 for each year in which coverage is waived. The "Health Insurance Waiver" form is attached as Appendix B.

A unit member who re-enters the District's program will re-enter under the provisions of Article XIV and shall be governed by the requirements of the plan.

By March 30 of each year the unit member shall notify the District in writing of his/her intention to participate in the insurance waiver program or of the intention to re-enter the District's Program (see Appendix for the form).

If the unit member decides to waive coverage, she/he will be paid in two (2) equal separate checks in the applicable year, the first check in December and the second check at the end of June.

A unit member who returns to the District's coverage during a year in which coverage was waived shall be responsible to return the pro-rate amount of the buyout for each month of the year the unit member is covered by the District's Plan.

SECTION 3: Unit members shall be permitted to enroll in District offered dental plan, with the unit member assuming the full cost of the plan. The District will provide individual and family vision coverage at no cost to the unit member.

## **ARTICLE XV RETIREMENT PLAN**

Unit members who are eligible shall be covered by New York State Retirement Plan 75-i. Unit members who are ineligible for the 75-i Retirement Plan will be covered by the 75-e Retirement Plan. Additionally, unit members who are eligible shall be enrolled in Section 41j of the New York State Employees' Retirement System.

## **ARTICLE XVI MILEAGE ALLOWANCE**

Any unit member required to use their car for School District business will be paid at the IRS rate for each mile traveled.

## **ARTICLE XVII PERSONNEL FOLDERS**

No material will be added to a unit member's personnel file until the unit member has had an opportunity to review it. The unit member shall receive a copy of said material and will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed. If not initiated within ten (10) working days, the material will be placed in the personnel file. The unit member will have an opportunity to make a written reply to the material, which will be added to the file. Any such written reply must be provided by the unit member within 10 working days after he/she receives a copy of said material.

Every unit member will have the right to review the contents of his/her personnel file, except for any confidential pre-employment material, and upon request make copies. The unit member will not be charged for such copies. The Superintendent or his/her designee will be present when the file is reviewed and the unit member has the right to have his/her

representative present. These files are not open to public scrutiny, except as required by law.

The District will annually evaluate the performance of members of the bargaining unit between March and June each year, using the "Clerical Staff Evaluation" form attached hereto as Appendix "A". Unit members will receive a copy of the evaluation form within three weeks after its completion. A District/unit member conference shall be held after each written evaluation at the request of either party. The unit member will have the right to attach a written response to the evaluation within 30 days after receipt.

The unit member's personnel file shall be defined as the file maintained in the office of the Superintendent of Schools.

## **ARTICLE XVIII PAYROLL DEDUCTION AND SPECIAL RATES OF PAY**

SECTION 1. On or before May 31, 2022, the Association shall notify the District whether payroll deductions, such as dues, health insurance contribution, 125 Plan contribution, 403b account contribution and other deductions shall be based on twenty (20) or twenty-six (26) paychecks for all unit members for the length of the contract.

SECTION 2. In order to be eligible for out-of-title duty pay, the unit member or his/her Association representative must bring his/her claim, in writing, that he/she has been working out of title to the Superintendent or his/her designee's attention within ten (10) work days of commencement of such work in a vacant position. Additionally, in order to be eligible for out-of-title duty pay, an must be able to demonstrate that he/she was required to perform work which is clearly outside of the job description of his/her title. The Superintendent or his/her designee shall state his/her approval or disapproval in writing within three (3) work days after such claim is made or else the same will be deemed honored. Unit members working a higher paid position shall be paid at the higher rate effective the date of request, if approved. Out-of-title work in a lower paid position shall be paid for at the unit member's regular salary or wage rate. A unit member shall only be eligible for out-of-title pay for days actually worked. A unit member shall not be eligible for out-of-title pay on holidays, when taking leave time, or when school is closed for inclement weather.

## **ARTICLE XIX GRIEVANCE PROCEDURE**

### **SECTION 1. Declaration of Basic Principles**

A. The function of the procedure is to assure proper and equitable treatment under the existing laws, rules, regulations, and policies which relate to and affect the unit members in the performance of his/her assignment. It is not designed to be used for changing such rules or establishing new ones.

B. Every unit member shall have the right to present his/her grievance, free from interference, coercion, restraint, or reprisal.

C. There shall be no discrimination against any unit member because he/she has presented a grievance under this procedure. Nor shall there be any discrimination against any unit member because he/she has given testimony or information in any hearing or conference relating to any matter presented or arising under this procedure.

## SECTION 2. Definitions for the Grievance Procedure

A. "Unit member" – A person employed by the Beacon City School District who is a member of the Association bargaining unit.

B. "Grievant" – The Association, the Association on behalf of a unit member or group unit members, unit member, or group of unit members.

C. "Grievance" — A grievance is defined as a complaint by a grievant alleging a violation of any of the terms of this Agreement.

D. "Unit" — A unit of this School District shall consist of the groups of unit members assigned to each of the following: Individual buildings, Maintenance or Business Office.

E. "Unit Head" — Unit Head shall be: Building Principal for each individual school building, Supervisor of Buildings and Grounds, or Deputy Superintendent.

F. "Days" -- Workdays.

## SECTION 3. The Procedure

Introduction: It shall be understood that matters discussed with the Unit Head in the normal operation of the department, or in casual conversation, are not to be considered as the initiation of the grievance procedure.

### FIRST STAGE:

A. The Grievant shall present the grievance in writing to his/her Unit Head and state the unit member's name, unit of employment, the contract provisions alleged to be violated and a concise statement of the nature of the grievance. At the same time, the unit member will provide a copy of the grievance to the Association President, who shall participate in all stages of the grievance.

B. The Unit Head shall discuss the grievance with the Grievant and the Association President, and render an immediate decision or make such investigation as he/she deems appropriate and consult with his/her superiors to such extent as he/she deems appropriate, all on an informal basis and render a written decision no more than five days following the discussion with the Grievant and Association President.

## SECOND STAGE:

- A. If the Grievant or Association is not satisfied with the decision by the Unit Head, he/she may within five (5) days thereafter request a review and determination of the grievance by the Superintendent of Schools. Such request shall be in writing.
- B. The Superintendent shall meet with the Grievant and the Association President within five (5) days after receiving the written request.
- C. Within five (5) days after the meeting, the Superintendent shall make his/her decision in writing and send it to the Grievant and Association President.

## THIRD STAGE

- A. The Association may appeal from the decision of the Superintendent within five (5) days after receiving such decision. The appeal shall be taken by submitting the grievance to the Board of Education. The Board of Education shall schedule a time for the Association to present its grievance to the Board of Education at either the next regularly scheduled meeting, or the regularly scheduled meeting thereafter (or a special meeting if determined by the Board of Education).
- B. The Board of Education shall render its decision in writing within five (5) days after the grievance presentation by the Association. It shall immediately file its decision and the written summary of the proceedings with the District Clerk and shall, at the same time, send a copy of the decision to the Grievant, Association President, and the Superintendent. The decision shall include its reasons for denying or sustaining the grievance.

## FOURTH STAGE

- A. The Association, if not satisfied with the Board's decision, shall have the right to proceed to binding arbitration within ten (10) days after receiving the Board's decision. The following arbitrators shall be assigned on a rotational basis, to the extent practicable: Melinda Gordon, Bonnie Siber Weinstock, and Jeffrey Selchick. That arbitrator shall hear the case and render his/her decision and award, in writing, to both parties within thirty (30) days after the hearing closes. The arbitrator's decision shall be final and binding on all parties involved. The District and the Association shall equally share the cost of the arbitrator.

## SECTION 4. Waiver or extension of time.

The time limitations for presentation and resolution of grievances as stated in the procedure may be waived or extended by agreement of the Superintendent and Association President. Any such agreement as to waiver or extension of the timelines set forth in this Article shall, in order to be effective, be reduced to writing and acknowledged by both parties.

**ARTICLE XX  
CAREER DEVELOPMENT OPPORTUNITIES**

The District encourages unit members to expand their knowledge of practices in their areas of responsibilities and remain proficient in skills and practices in their area to the extent that it will allow unit members to apply to the Superintendent for his or her prior approval authorizing them to participate in individual training opportunities. Such training will be paid for by the District only with the express written approval of the Superintendent of Schools in advance of the unit member taking the course.

**ARTICLE XXI  
SAVING CLAUSE**

SECTION 1: If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.

SECTION 2: If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

**ARTICLE XXII  
LEGISLATIVE ACTION**

IT IS AGREED UPON 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 XXIII  
CONTINGENCY CLAUSE**

Should the parties fail to reach accord on a new agreement prior to termination of this contract, the existing contract shall remain in full force until a new contract is signed.

**ARTICLE XXIV  
DURATION**

This Agreement shall become effective July 1, 2021, through June 30, 2025.

FOR THE DISTRICT

DATE:

11/22/22



DR. MATTHEW LANDAHL  
SUPERINTENDENT OF SCHOOLS

DATE:

11/29/22



MEREDITH HEUER  
PRESIDENT  
BOARD OF EDUCATION

FOR THE ASSOCIATION

DATE:

11/17/22



KAREN GURINA  
PRESIDENT



## APPENDIX A - BEACON CITY SCHOOL DISTRICT Annual Professional Performance Review Plan

### CLERICAL STAFF EVALUATION

<b>CLERICAL STAFF:</b>
<b>POSITION:</b>
<b>ADMINISTRATOR:</b>
<b>BUILDING:</b>
<b>DATE:</b>

#### PLEASE USE THE FOLLOWING CRITERIA TO EVALUATE CLERICAL STAFF

<b>4 -- EXCELLENT</b>	<i>performance is outstanding</i>
<b>3 -- GOOD</b>	<i>performance is satisfactory</i>
<b>2 -- FAIR</b>	<i>performance is not of the quality expected of the position</i>
<b>1-- UNSATISFACTORY</b>	<i>performance is deficient and requires improvement</i>

<b>Quality of work</b> <i>Completes assignments accurately and in a timely fashion.</i>	Consistently neat, thorough and accurate in all areas of responsibility. Always completes assigned tasks.	Mostly careful and consistent with completing assignments	Occasionally careless with assignments requiring oversight	Often inaccurate and careless; work is usually incomplete, seldom accomplishes assigned task in a timely manner
	<input type="checkbox"/> <b>4</b>	<input type="checkbox"/> <b>3</b>	<input type="checkbox"/> <b>2</b>	<input type="checkbox"/> <b>1</b>
<b>Use of Appropriate Technology</b> <i>Learns, uses and applies job specific software to communicate effectively, to develop and maintain data and to prepare reports and high quality print material. Is efficient and effective in using technology. Assists other by developing technology enhanced materials</i>	Demonstrates superior skills in learning, adapting and employing appropriate software to enhance job responsibilities.	Learns and consistently uses a wide range of software tools to perform job responsibilities. Communication and work reflect high quality use of technology	Uses software required for routine job functions. Does not demonstrate transference of technology training to job	Demonstrates little or no use of technology to complete work. Refuses to utilize available technology required for job
	<input type="checkbox"/> <b>4</b>	<input type="checkbox"/> <b>3</b>	<input type="checkbox"/> <b>2</b>	<input type="checkbox"/> <b>1</b>
<b>Relationships and Judgment:</b> <i>Displays positive attitude and good judgment within the context of the job. Maintains professional demeanor.</i>	Cooperative and able to work with everyone. Is independent, can prioritize multiple daily and/or longer range responsibilities and can complete them consistently well.	Willingly assists others. Frequently demonstrates the ability to handle daily responsibilities. Needs some supervisory direction	Cooperation must be solicited; seldom volunteers. Is inconsistent or ineffective in being able to identify, prioritize and subsequently complete responsibilities in relation	Frequently uncooperative; unwilling to assist others. Unable to complete assigned tasks in an appropriate manner. Lacks ability to evaluate importance

			to deadlines.	of assignments
	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Responsibility, Initiative, Adaptability:</b> <i>Willing to make decisions and accept responsibility within the context of the position</i>  <i>Takes instructions and functions independently. Learns new work in a timely manner</i>  <i>Able to understand and follow written and oral directions</i>  <i>Accepts constructive criticism to increase job performance</i>  <i>Is comfortable with change, modifies work behavior to accommodate current needs</i>	Conscientiously and consistently seeks, recognizes and accepts responsibility  Makes meaningful and practical suggestions when working with others  Shows superior insight in adapting to suggestions, directions and suggestion to improve job performance	Fulfills job responsibilities  Consistently able to proceed on assigned work w/out prompting  Demonstrates adequate understanding and acceptance of directions	Completes tasks when assigned  Relies on others to get started or complete the assignment  Reluctant to accept authority of supervisor	Indifferent, avoids responsibility,  Does not follow directions  Unable to follow through with directions except with extensive encouragement or explanation.
	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Attendance, Punctuality. Professional Appearance:</b> <i>On time, and provides a positive and professional look. Apparel is neat clean and appropriate for the work environment</i>	Highly professional in appearance at all times. Arrives at work on time and ready to work. Works diligently entire shift	Grooming and appearance is appropriate Arrives at work on time, works a full shift	Occasionally appearance is not appropriate or grooming is inadequate Is occasionally late, leaves early or is idle during the day	Consistently wears clothing that is inappropriate in the work environment. Is negligent in grooming. Often must be reminded to arrive on time or stay and/or work for the entire shift
	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
<b>Overall Assessment</b> <input type="checkbox"/> EXCELLENT (4) <input type="checkbox"/> GOOD (3) <input type="checkbox"/> FAIR (2) <input type="checkbox"/> UNSATISFACTORY (1)				
<b>Specific Areas in Need of Improvement</b> If the number 1 (Unsatisfactory) is checked for any specific area, briefly indicate how you plan to work with the clerical person to improve his/her performance in these areas in the space provided at the end.				
<b>Summary Statement</b>				

CLERICAL SIGNATURE	DATE
ADMINISTRATOR SIGNATURE	DATE

## APPENDIX B

### HEALTH INSURANCE WAIVER FORM for the Beacon Association of Office Personnel

By my signature below, I am waiving participation in the District's health insurance plan for this school year and will receive the annual health insurance buyout in accordance with Article XIV section 2.

Date: \_\_\_\_\_

Unit Member's Name: \_\_\_\_\_  
(Print Name)

Member's Signature: \_\_\_\_\_

Deputy Superintendent's  
Signature: \_\_\_\_\_ Date

This form due to the District by March 30<sup>th</sup> of each year.