

BFS-UAW Proposal
March 17, 2021

RECOGNITION

Brooklyn Friends School (“BFS” or the “School”) recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees, excluding all managers, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

UNION SECURITY

1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.
2. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered. BFS shall have no obligation to terminate any employee pursuant to this provision, however, unless the Union has demonstrated to BFS that it has provided the employee a written notice of dues delinquency, containing, at a minimum, the following information: (a) the employee has failed to tender dues as required, (b) the amount of dues owed, (c) instructions on remitting such dues, and (d) that if s/he does not tender such dues within ten (10) working days following receipt of the notice, the Union will request the employee's discharge and BFS will discharge the employee within thirty (30) calendar days following such request.
3. The Union agrees to defend and hold harmless BFS from and against any and all claims, demands, liabilities, suits or any other form of action taken under this Article.
4. Upon receipt of a written notice from the Union, BFS shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the employee which must be attached to the written notice from the Union. Such deductions shall be made each pay period. BFS will notify the Union promptly of any revocation of such authorization received by it.
5. BFS shall forward those funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or agency fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
6. BFS shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.
7. BFS shall provide new hires with an introductory letter signed by the Union per Exhibit A. The School will allow Union representatives to meet with newly hired employees at the conclusion of School-wide orientation held at the beginning of the academic year, after orientation sessions. BFS will provide a space for such meetings.

NOTICE

Notice to The Union

Notice to the Union that is required to be in writing shall be sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently:

256 West 38th Street, Suite 704
New York, NY 10018

Notice to BFS

Notice to BFS that is required to be in writing shall be sent electronically to a BFS-designated individual and/or by mail to:

375 Pearl Street
Brooklyn, NY 11201

SEVERABILITY

It is the intent and purpose of BFS and the Union that this Agreement is in compliance with all applicable federal, state, municipal and local laws, rules and regulations. If any provision or provisions of this agreement is held to be unlawful, no other portion, provision or article of this Agreement shall be invalidated, and the parties shall meet to negotiate substitute language for the provision held to be unlawful.

PERSONNEL FILES

1. BFS shall not unreasonably deny an employee's request to review their Personnel File, up to a maximum of two (2) requests per employee per academic year. BFS must receive three (3) working days' written notice of such a request.
2. Apart from the requesting employee, only authorized persons and designated BFS representatives or agents will have access to an employee's Personnel File except upon the employee's signed and notarized written request. Confidential health/medical records will be kept separately from an employee's Personnel File and access to such records will be limited to those with a "need to know."

UNION RIGHTS

1. BFS shall provide notice to the Union of new hires within fourteen (14) working days of hire, including, if known to BFS, name, address, date of hire, job title or classification, division, department, salary, home address, home or cell phone number, personal email address, work location (i.e., building address), date of birth, and gender and race/ethnicity.
2. BFS shall provide notice of an employee's voluntary resignation from employment to the Union within thirty (30) calendar days of occurrence, including the employee's name and date of termination.
3. Union representatives shall have reasonable access to the BFS premises for the purpose of conferring with employees covered by this Agreement. Such visits shall be scheduled before 8:00 a.m. and after 4:00 p.m. and shall not interfere with BFS operations. No Union representative shall engage with any teacher during their class time. A Union representative shall notify a BFS representative designated for this purpose in advance of the visit.
4. There shall be one (1) union-designated bulletin board in any BFS building in which bargaining unit employees are assigned to work.
5. One employee Union representative shall be permitted to attend Step Three grievance meetings without loss of pay, along with the grievant/s and one Local 2110 representative. For grievances for which either the grievant or the employee Union representative is a teacher, the Step Three grievance meeting will be scheduled during non-class time. For grievances for which either the grievant or the employee Union representative is a non-teaching employee, the Step Three grievance meeting will be scheduled during the grievant's regular work shift.
6. The Union shall be permitted to hold meetings on BFS premises Monday through Friday, before 8:00 a.m. or after 4:00 p.m. on dates and times agreed upon by the Union and BFS, taking into account the availability of space and scheduling needs. Such meetings shall be limited to two (2) per academic year. BFS shall not unreasonably deny such requests.

MANAGEMENT RIGHTS

1. Except as limited by the terms of this Agreement, BFS has and retains exclusively to itself the traditional management rights to manage, direct and control the School and its programs, including, but not limited to the following: to manage and operate School programs and facilities; to determine its budget; to establish, modify or abolish programs and courses of instruction; to invest its resources; to set tuition levels; to direct employees; to determine the School calendar; to determine hours of work; to select, hire, promote, transfer, evaluate, discipline, suspend, discharge, lay off and recall employees; to determine qualifications for employees; to assign employees to work as needed; to determine or modify class schedules; to determine assignments and responsibilities of employees; to control the use of School facilities, property and equipment; to purchase and sell facilities, property and equipment; to locate, relocate or close facilities; to locate or relocate equipment or property; to set standards for students; to set standards for employees not inconsistent with the terms of this Agreement; to promulgate rules and regulations, and to supervise employees. The parties further recognize that BFS has the responsibility to efficiently manage and conduct School operations within reasonable legal and financial limitations and that the School's primary obligation is to provide a viable framework and organization for delivering the best possible education to its students.
2. Any of the rights, powers, or authority BFS previously enjoyed or exercised are retained by BFS and may be exercised, except those specifically abridged or modified by this Agreement. None of these rights shall be exercised in an arbitrary or capricious manner.

GRIEVANCE AND ARBITRATION

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement. Grievances shall be settled in accordance with the following procedure:

1. First Step: In an effort to resolve grievances at the lowest step possible, before proceeding to Step Two of the Grievance Procedure, bargaining unit members with complaints are encouraged to meet with their immediate supervisor to attempt a resolution. Bargaining unit members have the right to have a Union Representative present during such informal discussions.
2. Second Step: If not resolved at Step One, the Union may submit to BFS a written grievance within ten (10) working days after the event giving rise to a grievance, or within ten (10) working days after the employee at issue should reasonably have learned of the event giving rise to a grievance. The written grievance shall contain a brief statement of the reason for the grievance and the provision of the Agreement alleged to have been violated. BFS shall respond in writing within ten (10) working days of receiving the Step Two grievance.
3. Third Step: If not resolved at Step One or Step Two, the Union may submit a written request for a Step Three Grievance Meeting to BFS, within ten (10) working days of receipt of BFS's Step Two response. Within ten (10) working days of receipt of the Union's request for a Step Three Grievance Meeting, BFS shall arrange a meeting with the employee at issue and the Union to discuss the grievance. When school is in session, such meetings shall be scheduled before 8:00 a.m. and after 4:00 p.m., unless the grievant is a non-teaching employee whose regular shift does not include hours before 8:00 a.m. or after 4:00 pm. If no resolution is reached as a result of the Step Three Grievance Meeting, BFS will provide the Union with a written response within ten (10) working days of the Step Three meeting.
4. Arbitration: If not resolved at Step Three, the Union may demand submission of the dispute to arbitration by submitting a written demand notice to BFS within twenty (20) working days of receiving BFS's Step Three grievance response. The arbitrator shall be chosen by mutual agreement between BFS and the Union. Absent such agreement, BFS and the Union shall jointly apply to the Federal Mediation and Conciliation Service ("FMCS") to provide a panel of seven (7) arbitrators. BFS and the Union will then either agree on an arbitrator from the list, or shall alternatively strike arbitrators from the list until one name remains, and that person shall serve as the arbitrator. Either party may request a list, or strike from a list independently if the other party fails or refuses to join in an application to the FMCS for a list, or to participate in the selection process once a list has been furnished. Either BFS or the Union may request further lists from the FMCS in the event all of the names on the list submitted are unacceptable. The arbitration shall otherwise be conducted under the rules prescribed by the arbitrator, with the understanding that both parties desire an expeditious resolution of the issue and that each party be given a fair opportunity to present its position.

5. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.
6. The procedure set forth herein shall serve as the sole and exclusive means for the peaceable settlement of grievances that may arise between the parties during the term of the Agreement. No individual employee or group of employees may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.
7. Time Limits: The failure of the Union or an employee to file a grievance within the time limits set forth herein shall be deemed a waiver of the grievance and bar further action thereon, unless, prior thereto, such time limits are mutually extended by BFS and the Union. Failure on the part of BFS to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

HEALTH & SAFETY

1. BFS shall provide a safe and healthful work space in compliance with all applicable laws.
2. BFS shall provide appropriate and safe equipment for employees' usage.
3. Ergonomics: Ergonomic considerations shall be a factor in BFS's bulk selection of new furniture and other equipment.
4. Health Emergencies: In the event of a national, state or local health emergency, including but not limited to a pandemic or epidemic, BFS may unilaterally implement policies and procedures necessary to protect the health and safety of the BFS community on an emergency basis. For any such policies and procedures that are extended beyond the end of the relevant emergency, BFS shall meet with the Union as soon as reasonably practicable after the end of the emergency to negotiate any such policies and procedures.
5. Emergency Closing: In the event of a School closing due to weather or other emergency conditions, the School shall endeavor to notify employees of the closure as early as practicable.

DISCIPLINE & DISCHARGE

1. No employee shall be disciplined or discharged without just cause.
2. BFS shall notify the Union and the affected employee(s) in writing within forty-eight (48) hours of a discharge or suspension, with the reason for the discharge or suspension.

SCHOOL YEAR AND PROFESSIONAL DEVELOPMENT:

The School has the exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary in light of current conditions subject to the following:

1. Teachers are expected to report to work prior to the first day of the school year to participate in preparation activities as follows:
 - a. Teachers who taught at BFS during the preceding school year may be asked to report to work prior to the start of classes in the fall; provided, however, that the earliest date on which reappointed teachers will be expected to report to work prior to the start of classes is two (2) Mondays before Labor Day.
 - b. New teachers may be asked to report to work for a period of up to thirteen (13) working days immediately preceding the first day of the school year.
2. Teachers are expected to continue reporting to work for a period immediately following the last day of the school year; provided, however, that teachers will not be expected to report to work after the third Friday in June.

In addition to the above, teachers are expected to take an active part in a full range of professional development activities as follows:

1. Required Professional Development. Teachers are expected to participate in professional development activities arranged and scheduled by BFS during the School Year, subject to the limitations in Paragraph 1 and Paragraph 2 above. Professional Development days shall be scheduled by BFS, and BFS will make every effort to schedule Professional Development dates and notify affected employees as early as practicable.
2. Professional Development Offerings. Teachers also are encouraged to take advantage of other professional growth opportunities outside BFS which would benefit them and the School. The School will provide assistance whenever possible for appropriate individual professional development opportunities in its sole discretion, on a case-by-case basis.

HOURS OF WORK

Nothing herein limits the School's exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary in light of current conditions.

1. Teaching Employees:

- Preschool teachers are expected to be in their classrooms or other assigned location by 8:00 a.m. Full-time Preschool teachers are generally expected to be in attendance at school from 8:00 a.m. to 4:00 p.m. during regular school days, and from 8:00 a.m. to 5:00 p.m. one day a week for a Divisional Colleague Meeting.
- Family Center teachers are expected to be in their classrooms ready to greet children, or other assigned location, by 8:00 a.m. Full-time Family Center teachers are generally expected to be in attendance at school from 8:00 a.m. to 4:00 p.m. during regular school days, and from 8:00 a.m. to 5:00 p.m. one day a week for a Divisional Colleague Meeting.
- Lower and Middle School teachers are expected to be in their classrooms, divisional offices, or other assigned location by 7:45 a.m. Full-time Lower School and Middle School academic staff are generally expected to be in attendance at school from 7:45 a.m. to 3:45 p.m. during regular school days.
- Upper School teachers are expected to be in their classrooms, divisional offices, or other assigned location by 8:00 a.m. Full-time Upper School academic staff are generally expected to be in attendance at school from 8:00 a.m. to 4:00 p.m. during regular school days.
- BFS and the Union recognize and agree that all BFS teachers, whether part-time or full-time, are required to participate in and attend School-scheduled programs, activities and/or meetings outside of normal teaching hours, including but not limited to regular academic staff meetings, parent conference days, in-service days, orientation nights, curriculum nights, and June and August staff week activities. Teachers will not be required to participate in or attend such activities after the third Friday in June or earlier than two (2) Mondays before Labor Day.

2. Non-Teaching Employees:

- Workweek schedules for non-teaching employees may vary depending on an employee's specific role, projects, or School-scheduled events. Non-teaching employees must be present at their assigned post and ready to work at their scheduled start times.
- The regular work week for full-time, nonteaching hourly staff shall be forty (40) hours, scheduled Monday through Friday, inclusive of a thirty (30)-minute paid lunch break and two (2) paid fifteen- (15-) minute breaks. The time of employee lunch and break periods must be approved by the employee's supervisor, who may adjust meal and break periods to account for variations in work schedules and operational needs.

- Full-time administrative staff have shortened summer hours from the Monday immediately following the third Friday in June up to and including three (3) Fridays before Labor Day. During this period, department supervisors will determine the shortened summer work hour schedule based on the operational needs of the department.
- Cafeteria Employees. Notwithstanding the other provisions in this Agreement, Cafeteria employees generally do not work during the summer months. Cafeteria employees may be expected to return to work in the fall up to eight (8) working days before the first day of school and may be expected to report to work for up to eight (8) working days after the last day of the school year.
- Nothing in this Agreement shall prevent an employee and the School from mutually agreeing upon a flexible schedule or a variation in the normal hours of work.

VACATION

Teaching Employees

Teaching Employees are not eligible for vacation days other than official school vacations and holidays when school is not in session.

Non-Teaching Employees

1. Accrual

- Full-Time non-teaching staff employed as of the date of this Agreement are entitled to twenty (20) vacation days per year, which shall accrue at a rate of 1.67 days per month, beginning on their first day of employment.
- Part-time non-teaching staff employed as of the date of this Agreement accrue a prorated number of vacation days per year, which shall accrue at a monthly rate reflecting their hours scheduled.
- Up to a maximum of five (5) accrued but unused vacation days may be carried over from one fiscal year to be used in the next fiscal year.
- Up to a maximum of ten (10) accrued but unused vacation days will be paid out upon separation of employment.
- Cafeteria Employees. Notwithstanding the other provisions in this Agreement, in lieu of accruing vacation, cafeteria employees shall be paid during the full two (2) weeks of Winter Break and the full two (2) weeks of Spring Break.

2. Scheduling

- All vacation days must be used in the same fiscal year (July 1 through June 30) in which they are accrued, subject to the other provisions in this Section.
- Paid vacation time can be used in minimum increments of one-half (1/2) day.
- Employees must request to schedule vacation time, and obtain supervisory approval, reasonably in advance of the time off requested. BFS will allow employees to schedule days off prior to accrual of such days with approval from their supervisor. BFS may refuse an employee's vacation request if, in BFS's determination, scheduling vacation at the requested time does not meet the School's operational needs. However, vacation scheduling requests will not be unreasonably denied.

SICK AND PERSONAL DAYS

1. Sick Days.

Full-time employees are entitled to ten (10) sick days per year.

Part-time employees will receive a proportionate number of sick days.

An employee may roll over accrued but unused sick days up to a maximum of sixty (60) banked sick days per year. In no event can an employee's total sick bank accumulation exceed sixty (60) days. An employee may only take more than five (5) consecutive sick days in the event of the employee's long term illness, for which the employee must provide BFS with certification of the long term illness from the employee's medical provider.

2. Personal Days.

Up to three (3) of an employee's ten (10) allotted sick days may be used as personal days, requiring permission from an employee's supervisor.

Permission to schedule a personal day for a foreseeable need must be sought as far in advance as possible, unless for an unexpected emergency need, in which case, a requesting employee must seek permission from their supervisor as soon as practicable under the circumstances.

Personal days may not be used during the following times: the first three (3) weeks of school; the last three (3) weeks of school; immediately before or after scheduled vacations, school breaks, and school-designated holidays; and, professional development days.

HOLIDAYS

1. School-Scheduled Holidays. Benefits-eligible employees receive paid leave when BFS is closed for holidays as designated in the annual School calendar. A list of holidays for each school year are published in the annual calendar at the beginning of each school year.
2. Hourly staff who work on a holiday in which the School building is closed shall be paid for the holiday, plus time and a half for all hours worked.
3. Except as designated otherwise herein, during the School-scheduled Winter Break and Spring Break, which generally each span two (2) weeks, School Departments may operate on a reduced schedule, as directed by Department supervisors, based on operational needs and adequate department coverage.
4. Non-teaching staff who work ^{the equivalent of} at least six (6) full days during the Winter Break period or ^{the equivalent of} at least six (6) full days during the Spring Break period will be granted a bonus payment equivalent to one (1) week's pay.

BEREAVEMENT LEAVE

BFS will provide bereavement pay for up to three (3) days of regularly-scheduled work in the five (5) days following the death of an employee's immediate family member. "Immediate family member" is defined as: mother or stepmother; father or stepfather; legal guardian; child or stepchild; grandchild; sibling, half-sibling, or step-sibling; spouse or domestic partner; domestic partner's children; grandparent; in-laws (parents and siblings of spouse or domestic partner); and, any other member of the employee's household.

Employees may request the use of vacation leave or personal leave for the purpose of attending funeral services for friends or family members not meeting this definition of "immediate family member."

TUITION BENEFITS

Tuition Remission benefits may be available to an eligible employee who is the parent or legal guardian of a dependent (as determined by a filed federal income tax return) child in attendance at BFS.

Full-time employees are eligible for Tuition Remission of 25% beginning the first academic year following the employee's completion of one (1) full year of service. Part-time employees who work at least twenty (20) hours per week are eligible for a Tuition Remission amount calculated as a pro rata percentage of the hours worked by a full-time employee.

Admission and continued enrollment of any employee's child is based upon BFS's regular admission and continued enrollment policies.

Tuition remission benefits cease once an employee leaves employment with BFS during the school year.

COURSE REIMBURSEMENT

Employees enrolled in an approved degree, certification or credential program at an accredited institution shall be reimbursed up to \$1,600 per year and up to \$2,000 per year after two (2) years of employment. BFS must pre-approve courses eligible for reimbursement.

OVERTIME

The full-time workweek for non-exempt, non-academic staff is 40 hours. An eligible employee in this category who exceeds 40 hours of work in a workweek will be paid overtime in accordance with applicable law. Where practicable, the School shall provide reasonable notice in advance of requiring an employee to work overtime.

NO STRIKE / NO LOCKOUT

1. During the term of this Agreement, there shall not be, nor shall the Union, its agents, or members, for any reason, authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, picketing (or honoring a picket line), strike (including sympathy strike), or unlawful, concerted interference in any way whatsoever with the operation of the School or any part or facility of it for any reason whatsoever. If any of the prohibited activities in this provision occur, the Union shall take every reasonable step to end it, including but not limited to requesting the employees cease and desist. Engaging in a strike in violation of this clause is grounds for termination.
2. During the term of this Agreement, provided there is no breach of the No-Strike clause, there shall be no lockout of employees over a labor dispute with the Union.
3. Both BFS and the Union recognize the serious impact on the education of the students which would result from a violation of the No-Strike provisions of this Agreement and accordingly, there shall be cooperation between the Parties to end such activity.

HEALTH INSURANCE

1. Eligibility. Employees covered by this Agreement who work at least twenty (20) hours per week and meet plan eligibility requirements consistent with the terms of the plan documents are eligible for the health insurance plans offered by the School.
2. Health Insurance Plans. The School offers eligible employees health insurance benefit plan options. It is each employee's responsibility to notify Human Resources about their desire to participate in a health plan offered by the School. Benefits of the health insurance programs are fully described and governed by policies and regulations set forth by the insurance coverage carriers. Details are available from Human Resources.

BFS agrees to maintain without substantial change the employee medical plan options available on the effective date of this Agreement.

3. BFS agrees not to increase the percentage of the premium that employees must contribute toward health plans.
4. Effective July 1, 2021, BFS will offset premium costs for employees with two (2)-person and family coverage with a monthly stipend as follows:
 - a. \$100 per month for employees with two (2)-person coverage
 - b. \$400 per month for employees with family coverage

OTHER BENEFITS

Employees covered by this Agreement who work at least 20 (twenty) hours per week are eligible for the following benefits according to the corresponding plan documents for each benefit offering, which are available through the Human Resources office. Benefit plans regulated by government agencies are subject to the continuing approval and regulatory authority of such agencies and may be amended to comply with their regulations. Otherwise, BFS agrees to maintain without substantial change the following benefit options available on the effective date of this Agreement.

1. Retirement Plan
2. Life Insurance
3. AD&D Insurance
4. Long-Term Disability Insurance
5. Vision Insurance
6. Dental Insurance

OTHER WORKING CONDITIONS

To the extent that, on the effective date of this Agreement, BFS has established a past practice with respect to any of the following items, BFS agrees not to change such practices in an arbitrary and capricious manner: making flu shots available to employees on School property; providing employees with low- or no-cost meals prepared in the School cafeteria; distributing employee transportation benefits.

EFFECTIVE DATES / DURATION

The Agreement shall commence immediately and shall be effective up to and including June 30, 2024.

RATIFICATION

1. This Agreement is subject to ratification by the Union's membership.
2. This Agreement is subject to the approval of the BFS Board of Trustees.

OTHER

1. Working Days. Weekends and official School breaks do not count as “working days.”

WAGES

Employees will receive an annual wage increase in accordance with the schedule below. For each year listed, annual wage increases for non-teaching employees become effective on July 1, and for teaching employees on September 1:

1. 2021: the greater of 3.5% or \$2000
2. 2022: the greater of 4.0% or \$2500
3. 2023: the greater of 4.5% or \$3000

The dollar amounts above will be prorated for part-time employees.

Wages and salaries are paid in accordance with applicable law and are subject to tax withholdings.

APPOINTMENT OF TEACHERS

Teaching employees are subject to annual appointments to one (1) – year terms of employment. All teachers not in their first year at BFS will undergo a performance evaluation by February 15 of each year.

Reappointment of Teachers

1. A teacher not in their trial period who has not been notified by March 1 that their performance is unsatisfactory will be reappointed to a teaching position for the next year, subject to the other provisions herein. A teacher selected for reappointment for the upcoming school year will receive a reappointment offer letter by March 15 of the current school year. The teacher must accept the offer in writing within ten (10) working days of receiving it or the offer will lapse. In accordance with the Trial Period for Teachers provision, reappointment letters extended to Trial Period teachers may be revoked at the School's sole discretion up to and including the last day of the Trial Period on April 30.

2. Any teacher not in their Trial Period who is not reappointed may contest the evaluation and non-reappointment in accordance with the grievance procedure in this Agreement.

3. Lower School Associate and Assistant Teachers. The Associate Teacher or Assistant Teacher role in the Lower School is intended as a development role in which an individual may serve a maximum of two (2) years. Lower School Assistant and Associate Teachers generally will not be reappointed to additional years of service. The Lower School Division Head may make exceptions to this policy, in their sole discretion. However, in no case will a Lower School Assistant or Associate Teacher serve more than three (3) years in that role.

Any teacher who is discharged for just cause before receiving a reappointment letter is ineligible for reappointment rights under this provision; and, any teacher who receives a reappointment offer letter by March 15, and subsequently is discharged for just cause may have their reappointment offer revoked.

JOB SECURITY

1. Definitions:

- a. Seniority is defined as the length of time an employee has been continuously employed by the School in any capacity.
 - b. Layoffs are defined as non-disciplinary terminations, whether occurring during or at the end of the term of an appointment.
2. Vacancies: Vacancies shall be posted internally concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring range, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than five (5) working days.
3. Notice of Layoff: BFS shall provide the Union and any affected employee(s) advance written notice as soon as reasonably practicable of a layoff or position elimination.
4. Severance Pay and Continuation of Health Benefits and Tuition Remission: Any employee not in their trial period who is laid off for a reason unrelated to the permanent closure of BFS shall be in a Severance Period, during which the laid off employee will receive severance pay and continuation of health benefits and tuition remission, in accordance with BFS standard payroll practices. An employee's Severance Period will last one (1) week per year of service. No Severance Period will exceed fifteen (15) weeks. If an employee is recalled during their Severance Period, the Severance Period ceases on the last business day before the employee resumes work pursuant to the recall.
5. Layoff and Recall Procedures for Non-Teaching Employees: In the event of an involuntary layoff of non-teaching employees, the least senior employee in the affected classification shall be laid off first, taking into account program needs. In the event that the affected employee is qualified to fill a vacant non-teaching position at BFS, the vacancy shall be offered to the laid off employee before any other applicant, taking into account program needs. In the event two (2) or more laid off employees are qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off employees. If a vacancy occurs at BFS for which a laid off employee is qualified, at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. In the event that there are two (2) or more such qualified employees who are on layoff status, the vacancy shall be offered first to the most senior of the qualified, laid off employees. BFS shall determine whether an employee is qualified based on a good faith assessment of the employee's skill, ability, and record, as well as program needs. A recalled non-teaching employee must return to work or make arrangements to return to work within two (2) weeks of receipt of a recall notice.
6. Layoff and Recall Procedures for Teachers: In the event BFS decides to reduce its teaching workforce through involuntary layoffs, BFS shall do so by division and in accordance with division goals in the following manner: Teachers in the Trial Period within the division being reduced shall be laid off without regard to their individual periods of employment. If further workforce reduction is needed, the least senior teacher within the affected department within a division shall be laid off first, taking into account program needs. In the event that the affected teacher is qualified to fill a vacant teaching position in another department or division, the vacancy shall be offered to the laid off employee before any other applicant, taking into account program needs. In the event two (2) or more laid off teachers are qualified to fill the vacancy, the vacancy shall be offered first to the one BFS considers the

most qualified for the vacant position. If a vacancy occurs at BFS for which a laid off teacher is qualified, at any time during and up to the end of the academic year in which the teacher was laid off, the laid off teacher will be offered the position, taking into account program needs. In the event there are two (2) or more such qualified teachers who are on layoff status, the vacancy shall be offered first to the one BFS considers the most qualified for the vacant position.

7. A recalled teaching employee must return to work or make arrangements to return to work within two (2) weeks of receipt of a recall notice.
8. Any laid off teacher who is recalled to a teaching position in a division in which the teacher has not previously taught will be subject to the Trial Period described herein. BFS shall determine whether a teacher is qualified based on a good faith assessment of the employee's skill, ability, work record, education and experience. When programmatic needs dictate, the School retains the right to layoff and recall employees without regard to seniority consistent with such program needs.
9. Probationary Period for Non-Teachers: The probationary period for non-teachers shall be one hundred twenty (120) days beginning the first day of employment. BFS may, in its sole discretion, discipline any probationary employee, up to and including termination of employment, for any reason. A probationary employee who is disciplined or discharged during the probationary period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure.
10. Trial Period for Teachers: Each new teacher will be on a trial period beginning their first day of employment through April 30 of their first year of employment. BFS may, in its sole discretion, discipline any teacher in their trial period, up to and including termination, for any reason. A teacher who is disciplined or discharged during the Trial Period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure.
11. Employee Addresses: It shall be the responsibility of the employee to keep BFS informed of the employee's current address and telephone number and to notify BFS in writing of any changes to the employee's contact information.
12. Seniority: For purposes of this section, non-teaching employees shall accrue seniority from the employee's most recent hire date; teachers shall accrue seniority from the teacher's most recent hire date as a teacher. An employee shall lose their accumulated seniority, and seniority shall be broken for any of the following reasons:
 - a. The employee's voluntary resignation.
 - b. The employee's discharge for cause.
 - c. The employee's failure to notify their supervisor of the employee's intention to return to work within two (2) weeks after receipt of a recall notice sent to the last address on file with BFS.
 - d. The employee's failure to report to work at the end of a leave of absence without good cause.
 - e. The employee's layoff for a period of more than twelve (12) consecutive months.