

Article 1 - RECOGNITION	4
SECTION 1.01 CSEA SOLE REPRESENTATIVE	4
SECTION 1.02 NO STRIKE CERTIFICATION AS MANDATED BY LAW	4
SECTION 1.03 PERMISSION TO FULFILL OBLIGATIONS	4
SECTION 1.04 10 OR 12 MONTH EMPLOYMENT	4
Article 2 - RECIPROCAL RIGHTS	5
SECTION 2.01 FAIR ADMINISTRATION.....	5
SECTION 2.02 RIGHT TO COMMUNICATE	5
SECTION 2.03 LIST OF EMPLOYEES.....	5
Article 3 - EMPLOYMENT CONDITIONS	5
SECTION 3.01 FILLING AND CHANGING POSITIONS.....	5
SECTION 3.02 LAYOFF AND RECALL PROCEDURES	6
SECTION 3.03 STAFFING LEVELS, LOCATION, ASSIGNMENT OF HOURS AND TIME ALLOCATION	8
SECTION 3.04 EXTRA HOURS/OVERTIME	8
SECTION 3.05 JOB DESCRIPTION, CLASSIFICATION AND RECLASSIFICATION PROCEDURE	8
SECTION 3.06 INCLEMENT WEATHER AND OTHER EMERGENCY CONDITIONS.....	8
SECTION 3.07 SAFETY.....	10
SECTION 3.08 RULES AND REGULATIONS	10
SECTION 3.09 LOCKERS	10
SECTION 3.10 LUNCH PERIOD.....	10
SECTION 3.11 GRADUATION.....	10
Article 4 - SALARIES AND BENEFITS	10
SECTION 4.01 SALARIES.....	10
SECTION 4.02 STEP ADVANCEMENT	11
SECTION 4.03 EMPLOYEES SERVING ON COMMITTEES AND COUNCILS.....	11
SECTION 4.04 WINTER CLOTHING STIPEND	12
SECTION 4.05 LONGEVITY PAYMENTS THROUGH JUNE 30, 2020	12
SECTION 4.06 LONGEVITY PAYMENTS EFFECTIVE JULY 1, 2020.....	13
SECTION 4.07 TEMPORARY TRANSFER PAY RATE.....	14
SECTION 4.08 PROMOTION PAY RATE.....	14
SECTION 4.09 VACATION - TWELVE (12) MONTH EMPLOYEES.....	14
SECTION 4.10 EMPLOYEE VACATION SCHEDULES.....	16
SECTION 4.11 SICK AND BEREAVEMENT TIME	16
SECTION 4.12 PERSONAL LEAVE TIME	16
SECTION 4.13 IMMEDIATE FAMILY DEFINED	17
SECTION 4.14 LEAVE TIME	17
SECTION 4.15 WORKER'S COMPENSATION.....	17
SECTION 4.16 PAID HOLIDAYS	18
SECTION 4.17 PER DIEM EMPLOYEES	18
SECTION 4.18 RECRUITMENT PAY RATES	18
SECTION 4.19 LEAVE OF ABSENCE	18
SECTION 4.20 SOCIAL SECURITY	20
SECTION 4.21 CIVIL SERVICE EXAMINATIONS	20
SECTION 4.22 ATTENDANCE INCENTIVE	20
SECTION 4.23 SICK LEAVE BANK.....	20

SECTION 4.24	JURY DUTY	22
SECTION 4.25	INDEMNIFICATION.....	22
SECTION 4.26	MILEAGE ALLOWANCE.....	23
SECTION 4.27	CREDIT HOUR REIMBURSEMENT.....	23
Article 5 - WELFARE.....		23
SECTION 5.01	HEALTH, DENTAL, AND PRESCRIPTION INSURANCE	23
SECTION 5.02	HEALTH INSURANCE BUYOUT	24
SECTION 5.03	RETIREMENT	25
SECTION 5.04	FLEXIBLE BENEFITS PLAN	26
Article 6 - PAYROLL INFORMATION.....		26
SECTION 6.01	PAYROLL DATES.....	26
SECTION 6.02	DUES AND OTHER PAYROLL DEDUCTIONS.....	26
SECTION 6.03	DIRECT DEPOSIT	27
Article 7 - LIAISON WITH THE BOARD OF EDUCATION AND ADMINISTRATION		27
SECTION 7.01	CSEA DISTRICT COUNCIL	27
SECTION 7.02	COMMUNICATION WITH THE SUPERINTENDENT OF SCHOOLS	27
SECTION 7.03	LABOR MANAGEMENT MEETINGS.....	27
Article 8 - COST SAVINGS SUGGESTIONS.....		27
Article 9 - GRIEVANCE PROCEDURES		27
SECTION 9.01	DECLARATION OF BASIC PRINCIPLE AND INTENT.....	27
SECTION 9.02	DEFINITIONS	28
SECTION 9.03	ORAL EXPRESSION OF GRIEVANCE - STEP 1.....	28
SECTION 9.04	WRITTEN DECLARATION OF GRIEVANCE - STEP 2	29
SECTION 9.05	HEARING WITH SUPERINTENDENT - STEP 3	29
SECTION 9.06	ARBITRATION - STEP 4.....	29
SECTION 9.07	CONTINUING WORK.....	30
Article 10 - PERSONNEL FILES		30
SECTION 10.01	EMPLOYEE EVALUATIONS.....	30
SECTION 10.02	VIEW ONE'S PERSONNEL FILE	30
Article 11 - JOB PROTECTION		30
Article 12 - CUSTODIANS/CLEANERS.....		31
SECTION 12.01	CUSTODIAL HOURS.....	31
SECTION 12.02	STAFFING AND SHIFT CHANGES	31
Article 13 - TRANSPORTATION		32
SECTION 13.01	STRUCTURING AND POSTING OF BUS RUNS	32
SECTION 13.02	ROTATION OF EXTRA BUS TRIPS THROUGH JUNE 30, 2020.....	34
SECTION 13.03	ROTATION OF EXTRA BUS TRIPS EFFECTIVE JULY 1, 2020	35
SECTION 13.04	COMPENSATION FOR BUS RUNS ON LEGAL HOLIDAYS	36
SECTION 13.05	BUS DRIVER AND MONITOR MEETINGS AND SEMINARS.....	36
SECTION 13.06	BUS DRIVER PROVISIONS RELATING TO STATE OR FEDERAL MANDATED CERTIFICATIONS	36

SECTION 13.07	ONE-WAY SPORT AND FIELD TRIPS	37
SECTION 13.08	HALF-DAYS FOR BUS DRIVERS	37
SECTION 13.09	MECHANIC TOOL INSURANCE	37
SECTION 13.10	MECHANIC TOOL LIST	37
Article 14 - BUS DRIVER PROVISIONS.....		37
SECTION 14.01	PHYSICAL EXAMINATIONS	37
SECTION 14.02	BIENNIAL ORAL OR WRITTEN TEST AND ROAD TEST	38
SECTION 14.03	BUS DRIVER TRAINER RATE OF PAY.....	38
SECTION 14.04	HEAD BUS DRIVER RATE OF PAY	38
Article 15 - NURSES.....		38
SECTION 15.01	NURSE'S LIABILITY INSURANCE	38
SECTION 15.02	NURSE COORDINATOR STIPEND	38
SECTION 15.03	NURSE ORIENTATION	39
Article 16 - TEACHING ASSISTANTS.....		39
SECTION 16.01	CERTIFICATION MAINTENANCE.....	39
SECTION 16.02	TENURE	39
SECTION 16.03	TEACHING ASSISTANTS AS SUBSTITUTE TEACHERS.....	39
SECTION 16.04	TEACHING ASSISTANT EDUCATIONAL STIPEND.....	39
Article 17 - FOOD SERVICE.....		40
SECTION 17.01	PHYSICAL EXAMINATIONS	40
SECTION 17.02	FOOD SERVICE --STATE REGULATIONS	40
Article 18 - CLERICAL AND ADMINISTRATIVE ASSISTANTS.....		40
SECTION 18.01	SCHOOL SECRETARY	40
Article 19 - MAINTENANCE.....		41
Article 20 - SECURITY MONITORS.....		41
SECTION 20.01	SECURITY UNIFORMS	41
Article 21 - NEGOTIATION PROCEDURES.....		41
Article 22 - CONTRACT CONCLUSIONS.....		41
SECTION 22.01	SAVING CLAUSE	41
SECTION 22.02	EXTENT OF AGREEMENT	41
SECTION 22.03	STATEMENT OF CIVIL SERVICE LAW	41
Article 23 - DURATION AND CONTRACT SIGNATURES		43
Article 24 - APPENDIX A - EMPLOYEE EVALUATIONS AND FORMS.....		44
Article 25 - APPENDIX B - SALARY PROVISIONS.....		46

Article 1 - RECOGNITION

Section 1.01 CSEA Sole Representative

- (A) The Burnt Hills-Ballston Lake Central School Board of Education, hereinafter referred to as the "District" or "Board of Education", recognizes the Civil Service Employees Association, Inc., Local 1000 American Federation of State, County and Municipal Employees Union, AFL-CIO, for the Burnt Hills-Ballston Lake CSD Unit of the Schenectady County Local 886 hereinafter referred to as the "Unit", "Union" or "CSEA" as the sole and exclusive representative for all employees whose titles are covered by this agreement for the purpose of collective negotiations to determine compensation benefits and other terms and conditions of employment and the administration of grievances.
- (B) The District agrees that all positions within the bargaining unit, as listed in **Article 25 - Appendix B**, shall remain within the unit until such time as mutual negotiations or a PERB finding may alter them.

Section 1.02 No Strike Certification as Mandated by Law

- (A) The Unit affirms that it does not assert the right to strike against the District, and the Union shall not cause, instigate, encourage or condone a strike.

Section 1.03 Permission to Fulfill Obligations

- (A) The Unit shall have available as necessary a total of 310 hours per year for Union business during a non-negotiating year and 340 hours during a negotiating year free from regular duties to fulfill contract obligations. The President of the Unit or designee shall decide by whom the time will be used and will transmit such information to the Assistant Superintendent for Support Services or designee. In each instance the immediate supervisor shall be notified and approve such absence.
- (B) It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the District and the employees and the uninterrupted operation of government.
- (C) The Unit shall have use of the facilities and equipment of the school district to hold meetings and copy materials for its members.

Section 1.04 10 or 12 Month Employment

- (A) Employment within the CSEA bargaining unit will be for a 12-month annual period or for a lesser number of days as stipulated at the time of employment.
 - (i) Twelve (12) Month Employees – Effective July 1, 2020
Twelve (12) month employees will work 5 days per week for a 52-week work year less holidays and vacation entitlement as defined elsewhere in this agreement. Salary calculations will be based on a 260 day work year.

(ii) Ten (10) Month Employees – Effective July 1, 2020

Other employees will be classified as ten (10) month employees and will be scheduled for 186 days excluding food service employees and afternoon playground monitors who shall be scheduled for 178 days. Compensation for actual time worked beyond the BH-BL District calendar will be paid after the hours are submitted.

(B) For purposes of this agreement, in no way shall extra work outside the school year for ten (10) month employees constitute twelve (12) month employment status.

Article 2 - RECIPROCAL RIGHTS

Section 2.01 Fair Administration

(A) The Board of Education shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, marital status or disability. In addition, the Board shall observe all the conditions imposed by Article 14 of the New York State Civil Service Law, as amended.

Section 2.02 Right to Communicate

(A) The Union shall have the right to post notices and other communications on exclusive CSEA bulletin boards, maintained by the Unit on the premises and facilities of the Employer.

Section 2.03 List of Employees

(A) The District agrees to furnish the CSEA Unit President on or before October 1st of each year of the current contract, a complete listing of the names, present job titles, and work location within the District of all current unit employees.

Article 3 - EMPLOYMENT CONDITIONS

Section 3.01 Filling and Changing Positions

(A) Posting of positions

For purposes of this section work days shall be work days on the twelve (12) month calendar. The Human Resource Director shall forward to a designated CSEA official in each building, postings for CSEA bulletin boards and post on the staff intranet, all new openings, vacancies and promotional opportunities. The postings on CSEA bulletin boards will be for a minimum of ten (10) work days prior to being filled. Such postings shall include job title, location/building, number of hours per work day, number of work days per year, shift if other than Monday through Friday or day shift, and the duties and responsibilities required. For positions posted which are the result of another employee receiving either an increase in hours or promotion within the same job classification or department, there will be a five (5) work day posting period. The district agrees to notify the CSEA Unit President in the event the district decides to create a new position which is covered by this collective bargaining agreement.

(B) Selection process

The District and Union recognize the value of filling all open, vacant and promotional opportunity positions with the best qualified personnel available. The District and Union also recognize that a consistent, fair and objective procedure should be followed with respect to candidate interviews and filling such positions: Based on these mutually agreed upon principles, the parties hereby agree as follows:

- (i) Interview committees convened for purposes of filling full time (4 hour/day or more) open, vacant and promotional opportunity positions (excluding Bus Drivers) shall consist of both District and CSEA representatives. The committee shall include at least two (2) CSEA members assigned by the Unit President or designee. The District and CSEA shall have equal members on the committee, not including the District Chair. All members of the committee shall be voting members, but with the intent that committee action achieve consensus whenever possible. The committee shall use as part of its interview and evaluation process, the support staff performance evaluation. The committee will also be authorized to consider other factors such as attendance records, any disciplinary record and other facts or circumstances that the committee shall deem appropriate in making its evaluation and recommendation.
- (ii) In processing the application for open positions referenced above, employees who apply will be interviewed. Following the completion of all interviews and committee review, a recommendation will be made as to the most qualified candidate to fill the open position as follows:
 - 1) The committee will be polled for consensus. If consensus is achieved, the interview committee shall offer a recommendation to the Superintendent of Schools.
 - 2) If consensus is not achieved, the committee will vote by majority rule to determine if candidates are relatively equal in qualifications. If they are determined to be relatively equal, the most senior employee will be recommended for appointment.
 - 3) If candidates are not determined to be relatively equal, the chair shall conduct a vote and
 - 4) If a super majority cannot be achieved, the more senior candidate will be recommended for appointment.
- (iii) The decision of the committee following the procedures set forth in this provision shall be binding upon the District and CSEA. There shall be no grievance or arbitration of any committee decision other than a challenge to a procedural defect during the decision process. Following the selection process defined herein, the Chairman of the committee shall collect all member evaluation data and retain it for a period of one year following the committee recommendation.

Section 3.02 **Layoff and Recall Procedures**

- (A) In all cases of layoffs, a reduction of forces and re-employment the employer shall go strictly by seniority as follows:
 - (i) Non-competitive or Labor Class classification: Seniority begins with the first day of employment as a permanent employee, not as a substitute, provisional, temporary, or per diem employee, following the procedures specified in **Section 3.02 (C)**. First day of employment refers to the first day worked as a regular employee.

- (ii) Competitive classification: Seniority in competitive job classifications is based on the first day of permanent appointment as specified by the Civil Service Commission. Retention rights in a competitive job classification are according to seniority lists provided by the Schenectady County Civil Service Commission and as specified by Civil Service Law.
- (B) The President of the Unit or a designee shall be informed prior to any and all anticipated layoffs.
- (i) In the event of reduction of forces in a competitive Civil Service job classification the employee who has the least job seniority on the seniority lists provided by the Schenectady County Civil Service Commission shall be removed from the job first.
 - (ii) If the employee working in a competitive Civil Service job classification has held a permanent appointment in another job classification, said employee will have the bumping rights specified in Civil Service Law.
 - (iii) In the event of a reduction in force in a non-competitive or labor class classification, the reduction shall be accomplished by job classification. The employees having the least District-wide service currently encumbering said classification shall be reduced (laid off) first. For the purpose of this section, service shall mean time served in the job classification where the reduction is to be made.
 - (iv) It is the District's responsibility to develop a tentative seniority list annually by March 10. The seniority list will be provided to the Unit President and designated building representatives who will, prior to April 10, point out any errors the President thinks exist in the District's seniority list. A labor/management meeting will be held prior to April 10 to attempt to resolve any differences of opinion about the accuracy of the seniority list after the Unit's original input has been studied. It is the District's responsibility to publish a final seniority list annually within thirty (30) days of the labor/management meeting noted in the previous sentence. In addition, the Unit President shall be advised of all changes to this list during the school year.
 - (v) If the employee referred to in (iii) above worked previously in another non-competitive classification on a regular basis, said employee shall have the right to transfer back into the previous job classification, providing the employee has more total district-wide seniority than the least senior person in that classification.
 - (vi) Seniority is determined on the basis of continuous service as a regular employee within the job classification except as stipulated in (v) immediately above or when Civil Service Law stipulates otherwise. Interruptions of continuous service (Example: unpaid leave of absence) are not counted toward seniority except in competitive classifications. Under certain conditions some interruptions are required to be credited toward seniority by Civil Service Law.
- (C) In the event of recall, the laid-off employee shall be given notice of recall by registered mail with return receipt, sent to the address last given the employer by the employee. Within three (3) calendar days after tender of delivery of the employee's notice at such address, the employee must notify the employer by registered mail with return receipt, or in person, of the intent to return to work. Said employee must actually report to work within seven (7) calendar days of the employer's letter return receipt date. If the employee fails to comply with the above provision, said employee shall lose all seniority rights under this agreement and shall be considered a voluntary termination.
- (D) Any employee who has been excessed shall be eligible for recall to the job classification from which excessed as prescribed in **Section 3.02 (A) through (C)**. The period of eligibility shall not exceed 4 years from the original date of such employee's termination as provided in Civil Service Law.

Section 3.03 Staffing Levels, Location, Assignment of Hours and Time Allocation

- (A) Employee staffing levels, location, assignment of hours and time allocation is a management prerogative. A staff member of the bargaining unit may make his/her views known to the Assistant Superintendent for Support Services or designee concerning these matters, and these views will be considered in arriving at a judgment about the level of staffing for a particular task. The District reserves the right to make final and binding decisions regarding levels, location, assignment of hours, and time allocation of staff. In those situations where other provisions of this negotiated agreement affect staffing levels, location, assignment of hours or time allocation, such provisions shall govern the determination of the matter.

Section 3.04 Extra Hours/Overtime

- (A) Extra hours/Overtime shall be offered to employees in each classification on a rotating basis. Employees will be expected to participate in extra hours/overtime work periods when necessary, except for good cause such as prior business or personal commitment which cannot be altered. In circumstances where a high degree of individual judgment may have to be exercised, or where community considerations need to be met, the supervisor will have the right to make a non-rotational assignment. An employee who is called in to work for overtime purposes will be paid a minimum of two (2) hours pay if the actual work time is less than two (2) hours. If the employee works more than two (2) hours, he/she will be paid for actual hours worked. Effective July 1, 2020, the minimum call-in provision shall not apply to an employee who is provided at least twelve (12) hours notice for an assignment that is contiguous to the start of the employee's shift.
- (B) All paid leave is considered as time worked.
- (C) Effective July 1, 2020 - Ten (10) month employees who are appointed to extra days must complete those days at times when school is not in session (e.g. Summer vacation, winter break and spring break). Work may be completed in full or partial days increments and will be paid after the employee has submitted an extra time slip to the business office. Employees may work fewer than their allotted extra days provided the immediate supervisor is in agreement. Employees will only be paid for hours worked.
- (D) Effective 7/1/20, when the district sends an employee to training that occurs outside of an employee's regular work hours, the employee will be compensated at their regular rate of pay up to forty (40) hours. Any hours beyond forty (40) hours shall be paid as overtime.

Section 3.05 Job Description, Classification and Reclassification Procedure

- (A) Employees will be expected to perform duties related to their basic work function and their personal skills as is deemed necessary by the District and provided by the Civil Service job specifications. Supervision and/or training will be provided for the employee asked to perform new or unfamiliar technical functions.
- (B) Employees who sincerely believe they are continually performing out-of-title work or improperly allocated work, shall have the right to file an appeal for reclassification in accordance with Rule XXIII of the Rules for the Classified Civil Service of Schenectady County.

Section 3.06 Inclement Weather and Other Emergency Conditions

- (A) If the School district or any of its buildings or offices are closed to all staff, affected employees who are covered under this agreement shall receive the day off without loss of pay or deduction of any type of leave accruals. If a problem arises over hazardous working conditions in a building or office of the district as provided in this section, the parties agree to meet and immediately resolve the matter of the hazardous working conditions.
- (B) No CSEA represented staff shall be required to report to work on emergency closing days and accruals need not be charged on emergency closing days.
- (C) On emergency delay days, Transportation Mechanics, Custodial and Maintenance employees and Food Service employees will be expected to report at their regular start time and must notify their supervisor in advance if the driving conditions necessitate a delay to their normal start time.
- (D) On emergency delay days, Teaching Assistants, Playground Monitors, Clerical Employees, School Nurses, Security Monitors, Bus Drivers and Bus Monitors shall adjust their start time in accordance with the length of the delay
- (E) Any employee required to work or remain at work on such day(s) in an affected building when the School district or any of its buildings or offices are closed to all staff shall receive a total of two and one half times the employee's rate of pay for the day(s). Employees will be paid their regular biweekly pay for the day, and in addition will receive one and one half times their regular rate of pay for actual hours worked on the day.
- (F) For the purposes of this section, inclement weather shall be defined as those conditions which make it impossible to travel district roads safely as determined by the Superintendent.
- (G) Any ten (10) month employee required to work on a day building or offices are closed to students but not to twelve month staff for inclement weather, etc., shall receive a total of 2 times the rate of pay for any hours where work is required on such a day(s). Employees will be paid their regular biweekly pay for the day, and in addition will receive their regular rate for actual hours worked on the day.
- (H) Any employee who is required to report to work on a day when there is inclement weather conditions or on a day when the Superintendent declares the roads to be unsafe and who will be late because of unavoidable delay shall notify the supervisor of such delay. Failure to do so could result in the deduction of pay as provided herein for the time absent from work.
- (I) If school is delayed due to weather conditions and is subsequently closed prior to the start of the school day, the following conditions apply:
 - (i) When school is on a delay, the official status of the District is "open."
 - (ii) Staff in the following titles will adjust their start time based on the delay and will start 1 or 2 hours after their regular start time: School Bus Driver, Playground Monitor, and Bus Monitor.
 - (iii) Staff who work second shift will work their regular schedule.
- (J) For 10 month staff, if the District is on a delay and it becomes necessary to close school, staff will be released and will receive pay for the entire work day. Those staff who are required to continue to complete their work after school is officially closed will receive payment for such hours worked according to this section.

Section 3.07 **Safety**

(A) An employee shall not be required to work in a building when no one else is present.

Section 3.08 **Rules and Regulations**

(A) Employees will abide by and comply with District and building rules and regulations appropriate to their areas of responsibilities. The Unit President will be provided with copies of intended changes in District policy and administrative regulations prior to their effective dates. The building representative of the Unit will be given copies of changes in building rules and regulations prior to their effective date.

Section 3.09 **Lockers**

(A) Lockers or other provisions will be provided to accommodate clothing that may be needed by custodians, maintenance personnel, and mechanics to perform necessary tasks in all school buildings within the District.

Section 3.10 **Lunch Period**

(A) Employees, other than school nurses, assigned to the day shift will be provided with a continuous or unbroken one-half hour (thirty minute) lunch period at a minimum. School nurses shall continue to receive a one-half hour (thirty minute) paid lunch.

Section 3.11 **Graduation**

(A) Employees of the district who have children or who are the legal guardians of children graduating from Burnt Hills-Ballston Lake High School shall be permitted to miss work the day of graduation so that they can attend the graduation ceremony without charge to their accruals.

Article 4 - SALARIES AND BENEFITS

Section 4.01 **Salaries**

(A) A schedule of step salaries and hourly rates by job classification to be paid in each year of this negotiated agreement is attached as **Article 25 - Appendix B** to this agreement.

(B) For the **2018-2019** school year, a 2.15% across the board salary increase will be implemented.

(C) For the **2019-2020** school year, a lump sum bonus payment equivalent to 2.25% of the employee's board appointed salary shall be paid by separate check in December 2019.

(D) For the **2020-2021** school year, each position shall transition to a new thirty (30) step salary schedule.

(i) Employees on Steps 1-5 in 2019-2020 school year shall advance to the next step on the new thirty (30) step salary schedule.

(ii) Employees on Step 6, L10, L15, L20 or L25 shall be placed on the step on the new thirty (30) step salary schedule that guarantees a minimum of a 2.25% salary increase.

- (E) For the **2021-2022** school year, employees shall advance one step and Steps 7 through 30 shall be increased by 1.25%.
- (F) For the **2022-2023** school year, employees shall advance one step and Steps 7 through 30 shall be increased by 1.25%.
- (G) The District also agrees to create the title of School Secretary and will work with the Association to agree on a salary with the Association and a process to reclassify positions appropriately. The parties agree to have an initial meeting by September 1, 2018 and intend to have the process completed by October 31, 2018. However, the parties may agree to extend the process beyond October 31, 2018 by mutual consent which shall be committed to in writing.

Section 4.02 Step advancement

- (A) Employees will advance one step per year of employment on the salary schedule until they reach the top step (Step 30) of the Schedule. An employee who is on an unpaid leave of absence for 50% or more of the school year will not advance to the next step of the salary schedule until July 1 of the following year.

Section 4.03 Employees Serving on Committees and Councils

- (A) CSEA staff who serve on district committees as noted below will be paid his/her regular rate of pay for the time actually served on the committee:
 - (i) Staff Development Committee - CSEA staff that are assigned and serve on the staff development committee will be paid at his/her regular rate of pay for hours worked outside of his/her normal work schedule.
 - (ii) CSEA Interview Committee - CSEA staff who are assigned to an interview committee as set forth in **Article 3 - Section 3.01** of this agreement by the union president or his/her designee, will be paid at his/her regular rate of pay for hours served on interview committees in the summer only, and outside his/her normal work schedule.
 - (iii) A District Safety Council shall be formed by one representative from each of the following groups appointed by the President of the Civil Service Employee's Association:
 - 1) Custodial Staff
 - 2) Clerical Staff
 - 3) School Lunch Staff
 - 4) Bus Driving Staff
 - 5) Auto Maintenance Staff
 - 6) Buildings & Grounds Maintenance Staff
 - 7) Nurses
 - 8) Teacher Aides, Teaching Assistants
 - 9) Security Monitors
 - (iv) In addition the Supervisor of Buildings and Grounds and the Assistant Superintendent for Support Services shall be members of the Council.

- (v) The Council shall elect its own presiding officer and shall meet at least three times during the school year or as needed for the following purposes:
- (vi) To improve the safety of the total school environment by:
 - 1) Reviewing accident reports and worker compensation claims.
 - 2) Reviewing the specific concerns of the staff and administration.
 - 3) Issuing advisory bulletins to the staff concerning specific safety practices with the editorial assistance of the Assistant Superintendent for Support Services or designee.
- (vii) To recommend to the Superintendent for consideration of those matters which cannot be accommodated at the work location by administrative means.

(B) For purposes of **Section 4.03**, wages are defined as those in **Article 4 - Section 4.01 and Section 4.05**. Also, included in the definition of wages in **Section 4.03** is **Article 5 - WELFARE**.

Section 4.04 Winter Clothing Stipend

(A) The District agrees to provide the sum of \$100 for outside winter clothing for Custodians, Senior Custodians, Head Custodians, Maintenance Workers, Maintenance Helpers, Mechanic Supervisor and Bus Mechanics. Effective July 1, 2020 Security Monitors and Playground Monitors shall also receive the \$100 outside winter clothing stipend. The \$100 will be paid in the employee's last paycheck of the school year.

Section 4.05 Longevity Payments through June 30, 2020

- (A) Longevity payments shall take effect during the pay period in which the employee becomes eligible and shall be prorated for the remainder of the fiscal year.
- (B) All employees who have completed ten (10) full years of regular service shall be granted a longevity increment 4% of their current highest salary rate not including longevity.
- (C) All employees who have completed fifteen (15) full years of regular service shall be granted a longevity increment of 4% of their current highest salary rate.
- (D) All employees who have completed twenty (20) full years of regular service shall be granted a longevity increment of 4% of their current highest salary rate.
- (E) All employees who have completed twenty (25) full years of regular service shall be granted a longevity increment of 4% of their current highest salary rate.
- (F) Unpaid leave or other unpaid interruption of service shall not be used to accumulate such service.
- (G) Employees who have breaks in service due to termination, resignation or retirement for a period of more than one year will not receive credit toward prior service and will start over for purposes of salary, seniority and longevity.
- (H) Employees who are rehired within one year will maintain salary level, seniority and longevity credit at the level at which they left.

- (I) Employees currently receiving such compensation on a different basis will be held harmless, until the application of the 4% method produces a higher longevity payment. At that time, the employee will receive the higher amount.
- (J) One year of regular service shall be credited regardless of whether an employee works on a ten (10) month or twelve (12) month basis for longevity purposes.
- (K) Twelve (12) month employees whose appointment by the Board of Education to a regular, not a substitute, position was effective after December 31 of any year will not receive an increment until July 1 of the year in which they have completed twelve (12) months of service.
- (L) Ten (10) month employees whose appointment by the Board of Education to a regular, not a substitute, position was effective after January 31 of any year will not receive an increment until July 1 of the year in which they have completed (10) months of service.

Section 4.06 Longevity Payments effective July 1, 2020

- (A) Employees who have breaks in service due to termination, resignation or retirement for a period of more than one year will not receive credit toward prior service and will start over for purposes of salary, seniority and longevity. Employees who are rehired within one year will maintain salary level, seniority and longevity credit at the level at which they left.
- (B) The longevity payments listed below and all previous longevity payments shall sunset at the expiration of this agreement.

- (i) **June 30, 2020**

- For employees who have completed thirty (30) or more years of service on **June 30, 2020**, a one-time longevity bonus of \$1250 shall be paid in the first payroll of July 2020.

- (ii) **June 30, 2021**

- For employees who have completed thirty (30) years of service on **June 30, 2021**, a one-time longevity bonus of \$1250 shall be paid in the first payroll of July 2021.

- For employees who have completed twenty-five (25) years of service on **June 30, 2021**, a one-time longevity bonus of \$1000 shall be paid in the first payroll of July 2021.

- For employees who have completed twenty (20) years of service on **June 30, 2021**, a one-time longevity bonus of \$750 shall be paid in the first payroll of July 2021.

- For employees who have completed fifteen (15) years of service on **June 30, 2021**, a one-time longevity bonus of \$500 shall be paid in the first payroll of July 2021.

- For employees who have completed ten (10) years of service on **June 30, 2021**, a one-time longevity bonus of \$250 shall be paid in the first payroll of July 2021.

- (iii) **June 30, 2022**

- For employees who have completed thirty (30) years of service on **June 30, 2022**, a one-time longevity bonus of \$1250 shall be paid in the first payroll of July 2022.

- For employees who have completed twenty-five (25) years of service on **June 30, 2022**, a one-time longevity bonus of \$1000 shall be paid in the first payroll of July 2022.

- For employees who have completed twenty (20) years of service on **June 30, 2022**, a one-time longevity bonus of \$750 shall be paid in the first payroll of July 2022.

For employees who have completed fifteen (15) years of service on **June 30, 2022**, a one-time longevity bonus of \$500 shall be paid in the first payroll of July 2022.

For employees who have completed ten (10) years of service on **June 30, 2022**, a one-time longevity bonus of \$250 shall be paid in the first payroll of July 2022.

(iv) **June 30, 2023**

For employees who have completed thirty (30) years of service on **June 30, 2023**, a one-time longevity bonus of \$1250 shall be paid in the first payroll of July 2023.

For employees who have completed twenty-five (25) years of service on **June 30, 2023**, a one-time longevity bonus of \$1000 shall be paid in the first payroll of July 2023.

For employees who have completed twenty (20) years of service on **June 30, 2023**, a one-time longevity bonus of \$750 shall be paid in the first payroll of July 2023.

For employees who have completed fifteen (15) years of service on **June 30, 2023**, a one-time longevity bonus of \$500 shall be paid in the first payroll of July 2023.

For employees who have completed ten (10) years of service on **June 30, 2023**, a one-time longevity bonus of \$250 shall be paid in the first payroll of July 2023.

Section 4.07 Temporary Transfer Pay Rate

- (A) When an employee is transferred from one job classification to another for a period not to exceed 12 months, such employee's step shall remain the same if the temporary classification is lower rated or equivalent to the employee's permanent classification. If the temporary classification has a higher rate, the procedure will be the same as that followed under **Section 4.08 - Promotion Pay Rate** below, for the period of transfer.

Section 4.08 Promotion Pay Rate

- (A) When an employee moves from one classification to another having a higher rate of pay and/or working a different number of hours or annual days, the employee shall be placed on the step schedule for the new position at that step which would at least be the equivalent of the increment that the employee would have received if moved up a step on the former schedule. An employee on the last step of a former salary schedule would receive at least the equivalent of an increment of the former schedule but in no case more than the top step of the new schedule.
- (B) For promotional purposes only, employees who have reached a longevity milestone, receive the equivalent longevity step on the new schedule. Effective July 1, 2020 this provision shall no longer be applicable.
- (C) Changes in assignment of less than a full working year will be prorated.

Section 4.09 Vacation - Twelve (12) Month Employees

- (A) Employees hired after April 1 will not be eligible for paid vacation during the ensuing school year beginning July 1.
- (B) One week paid vacation will be granted on July 1 to those first year employees hired after December 31 but before April 1.

(C) One (1) week paid vacation will be granted to those employees hired prior to December 31 and who have completed 6 months of service. An additional week will be granted on July 1 of the following school year. Employees will continue to accrue 2 weeks paid vacation throughout each school year until they reach 4 years.

(D) Eligible part-time, substitute, or ten (10) month employees will have prior service accumulated on a pro-rata basis for vacation credit when becoming twelve (12) month employees.

(E) Each full time salaried employee who has completed four (4) years of service by June 30 of each year of the contract shall be entitled to the following vacation to be taken after July 1:

- 4 years -- 11 days
- 5 years -- 12 days
- 6 years -- 13 days
- 7 years -- 14 days
- 8 years -- 15 days
- 9 years -- 16 days
- 10 years -- 17 days
- 11 years -- 18 days
- 12 years -- 19 days
- 13 years -- 20 days

(F) Furthermore, employees who have completed twenty (20) or more years of district service shall receive paid vacation as follows:

- 20 years -- 21 days
- 21 years -- 22 days
- 22 years -- 23 days
- 23 years -- 24 days
- 24 years -- 25 days

(G) Effective July 1, 2020 all vacation leave shall be recorded in hours by multiplying the number of appointed hours by the number of earned vacation days.

(H) In addition to the above, employees may accumulate unused vacation credit to a maximum of ten (10) days to be used within the following fiscal year. Employees must comply with the conditions set forth in **Section 4.10 - Employee Vacation Schedules** regarding the scheduling of employee vacation.

(I) If a holiday(s) falls within the vacation period of an employee(s), the vacation period of such employee(s) shall be extended by the holiday(s) falling within the vacation period of such employee(s).

(J) Upon death, retirement or other type of separation from service, the employee, the employee's beneficiary, or estate shall be paid for all unused vacation days earned in a previous school year as well as any earned unused vacation which the employee carried over from the fiscal year in which it could have been used. In addition, vacation earned in the school year in which one of the above events occurs shall be pro-rated in accordance with the number of months worked by the affected employee and shall be added to the employee's vacation credits which were not used.

- (K) The employee, the employee's beneficiary, or estate shall be paid for the vacation time at the employee's current rate of pay when the death, retirement or other type of separation of service takes place.
- (L) If a death occurs in the immediate family of an employee while such employee is on vacation, the employee shall be allowed to use bereavement leave and have vacation leave credited with the number of bereavement leave days used, provided the employee notifies the supervisor of the bereavement within one (1) day of returning to work. In the above instance, the employee(s) shall be allowed to reschedule their vacation.
- (M) Each employee must consult with his/her immediate supervisor in scheduling any vacation entitlement, in order to insure that services will continue in a timely manner and that unwarranted burdens are not imposed on other employees.

Section 4.10 Employee Vacation Schedules

- (A) Each employee must consult with his/her immediate supervisor in scheduling any vacation entitlement, in order to insure that services will continue in a timely manner and that unwarranted burdens are not imposed on other employees.

Section 4.11 Sick and Bereavement Time

- (A) There will be a total of 20 days per year of sick and bereavement leave time for twelve (12) month employees and 17 days per year of sick and bereavement leave time for ten (10) month employees. Employees will have his/her time prorated based on date of hire, and will be limited to five (5) days of sick or bereavement leave time in the first six (6) months of employment in a temporary or permanently appointed position. Following the completion of six (6) months of such employment, employees will be eligible to take the remaining designated number of days as set forth in this provision.
- (B) Effective July 1, 2020, all sick leave shall be recorded in hours by multiplying the number of appointed hours by the number of earned sick days.
- (C) Employees may charge their cumulative sick and bereavement leave time bank as follows:
 - (i) Illness: Maximum to the number of days in the employee's sick and bereavement leave bank.
 - (ii) Family Death: Up to four days in any school year for each death of a member of the employee's family. In the event the employee must travel a considerable distance to attend to such matters, the Human Resource Director may approve additional time for such travel upon request of the employee.
 - 1) In situations where death in the family of an individual occurs more than once during a single year and he or she has exhausted his or her sick, bereavement and personal time, the Human Resource Director may grant him or her an additional four (4) days unpaid leave time.

Section 4.12 Personal Leave Time

- (A) In any one year a maximum of three (3) days in addition to those described in **Section 4.11 - Sick and Bereavement Time** may be used for personal leave time which cannot be transacted during times other than the employee's work hours and also subject to the following:

- (i) Cannot be used to work in another compensated situation except as requested or approved by the school district.
 - (ii) Cannot be used before or after a school holiday, winter and spring recesses, vacation, leave of absence, resignation, or retirement except under emergency circumstances approved by the Human Resource Director.
 - (iii) Newly hired employees will be credited with Personal leave time which will be prorated based on date of hire.
 - (iv) Personal days cannot be used as vacation days.
- (B) Effective July 1, 2020 all personal leave shall be recorded in hours by multiplying the number of appointed hours by the number of earned personal days.
- (C) The use of a personal business day time in any of the following circumstances will require a 12-hour advance approval by the Human Resource Director; the day before or after a holiday, vacation, or recess; and the day or days immediately preceding a leave of absence, resignation, or retirement. In an unplanned situation where the employee is unable to communicate with the Human Resource Director in advance, immediately upon return the employee should communicate the reason for the use of the day time.
- (D) If an employee does not use their personal leave time during the employment year, the unused personal leave time remaining shall be added to the employee's sick and bereavement leave time accumulation.

Section 4.13 Immediate Family Defined

- (A) Husband, wife, children, step children and other related members of the employee's immediate household, father, mother, sister, brother, sister-in-law, brother-in-law, grandfather, grandmother, grandchild, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, aunt, uncle, niece, nephew, step-father, step-mother, son-in-law, daughter-in-law, aunt-in-law, uncle-in-law, and a person with whom the employee lived for a period of time as part of household and to whom the employee looked as a parent-in-fact.

Section 4.14 Leave Time

- (A) Twelve (12) month employees may take leave time as specified in **Section 4.11 and Section 4.12** at any time during the calendar year. Leaves specified under these sections may be taken by ten (10) month employees on days where school is in session and on days outside the school calendar where a substitute would be required in the employee's absence. When all compensated leave time set forth above has been used, there shall be no further absences (compensated or uncompensated) unless authorized by the Assistant Superintendent or designee, or as required by regulatory requirements.

Section 4.15 Worker's Compensation

- (A) Whenever a school employee is absent from employment and unable to perform their duties as a result of personal injury occurring in the course of their employment and receives workers' compensation payments for such absence, the employee will be paid the difference between the award and the employee's salary for a period up to a maximum of 12 months of the person's disability.

- (B) In any absentee situation under consideration by Workers' Compensation, a person's sick leave bank will be charged, pending determination by the Compensation Board. If the person's disability is approved for compensation, sick days will be restored according to the following formula:

$$\frac{\text{Total Worker's Compensation Benefits}}{\text{Average Daily Rate}} = \text{Sick Leave days to be Reimbursed}$$

- (C) A person approved for Workers' Compensation award will be permitted to participate in the Health, Dental and Prescription program on a shared cost basis with the District up to a maximum time of 12 months from the beginning date of the award. Thereafter the person will be responsible for full payment of premiums. However, in no case should a person's coverage under the District Health, Dental and Prescription program exceed 2 years from the date that the person is removed from the payroll.

Section 4.16 Paid Holidays

- (A) Twelve (12) month personnel working on a twelve month basis shall be guaranteed fifteen (15) paid holidays in accordance with the school calendar.
- (B) Twelve (12) month employees shall be requested to indicate their preference among the available dates through the Union.
- (C) Effective July 1, 2020, each employee covered under this agreement except those whose presence is required to provide student services or as requested by a District Supervisor shall be allowed to leave the work location one (1) hour early on the workday before the Fourth of July and the Friday preceding Labor Day without loss of pay or benefits. If an employee remains at work, he or she will be paid for actual hours worked in addition to the provisions described in this section.

Section 4.17 Per Diem Employees

- (A) Employees hired under a per diem or hourly contract for special and limited services are not entitled to the leave provisions of this Article.

Section 4.18 Recruitment Pay Rates

- (A) It shall be affirmed that all newly hired employees with the District shall be recruited at the entrance level to the job classification in which that employee is hired. However, in cases where the District has difficulty in recruiting at such level, or if the District feels justified in recruiting above the entrance level, the Unit President shall be notified, having the right to confer or make recommendations to the District regarding this action.

Section 4.19 Leave of Absence

- (A) Leave for Rest, Travel, or for Employment outside an employee's regular job
- (i) The Board of Education upon the recommendation of the Superintendent of Schools may grant leaves of absence without pay from 6 months to 1 year for rest, travel or for employment outside an employee's regular job. Such a leave of absence may be considered only when such leave is recommended as in the best interest of the District by the Superintendent of Schools.

(B) Leave for Personal Reasons

- (i) The Board of Education upon the recommendation of the Superintendent of Schools may grant a leave of absence without pay for up to one (1) year for personal reasons.

(C) Leave for Health/Medical Reasons

- (i) The Board of Education upon the recommendation of the Superintendent of Schools may grant a leave of absence without pay for up to two (2) years for health reasons.

(D) Leave for Family Care

- (i) The Board of Education upon the recommendation of the Superintendent of Schools may grant a leave of absence without pay for up to two (2) years for family care.

(E) Leave for Military Service

- (i) Military leave of absence will be granted upon presentation of military orders for active duty and a written request from the employee stating dates of required military service.
- (ii) The BH-BL Board supports the responsibility of its employees to respond to military obligations. The Board of Education will provide the following salary and benefits to employees called up for active duty upon presentation of military orders to the Human Resource Office.
- (iii) Medical Benefits: After 30 days, the district will not provide medical coverage, but will reimburse employee for military sponsored family insurance coverage, if needed, up to the amount negotiated for employer contribution to district family coverage for a period up to 150 days, unless additional days are authorized by the Board of Education. The employee must provide documentation indicating cost for family coverage.
- (iv) Salary: Following 30 days or 22 work days of full salary per calendar year, the district will pay the difference between the normal district salary and the military pay for a period up to 150 days, unless additional days are authorized by the Board of Education. The employee must provide documentation of military compensation.
- (v) Seniority: Staff member will continue to accrue seniority time during active duty.
- (vi) Pay level: Staff member will move to the same salary level upon return as if she/he had been providing district service during activity duty.
- (vii) Probationary Period: The time he/she is absent on military duty shall be credited as satisfactory service during such probationary period. If the end of such probationary service occurs while a professional is on military duty or within one year following the termination of such military duty, the period of such probationary service may be extended by the local board of education for a period not to exceed one year from the date of termination of such military duty.

- (F) An employee who has used all accumulated sick leave time and who is unable to return to work because of extended illness, will be placed on an unpaid leave of absence immediately following the date of termination of paid sick leave. It is the employee's responsibility to communicate with the Human Resource Director regarding the length of time he/she will remain out of work and the reason for the absence.

- (G) All requests for extensions of leave beyond the limits established herein will be requested by the affected employee in writing. Leaves contained in this section may be extended for up to one (1) year upon approval of the Board of Education. The employee shall be notified in writing of the Board's decision.
- (H) Any employee on leave as stated in **Section 4.19 A, B, C, D, and E** above will be required to notify the Human Resource Director of their intention to return to work at least one (1) month prior to the expiration of the leave. If the Human Resource Director has not received timely notice, the Human Resource Director shall send a letter of inquiry to the employee at his/her home address. Failure to notify the Human Resource Director within two (2) weeks after receipt of such inquiry shall be assumed to constitute a resignation. An employee returning to work after a leave shall be guaranteed a position according to **Section 4.02 - Step advancement**. In addition, all leave credits which an employee has accrued up to the date of the leave beginning shall be restored to such employee immediately upon returning to employment, except when the employee has been affected by the layoff procedure contained in **Section 3.02 - Layoff and Recall Procedures** of this agreement. Leave credit following a leave of absence will be prorated from return date to June 30.

Section 4.20 Social Security

- (A) The District shall not remove, change or impair Social Security benefits without the agreement of the Union.

Section 4.21 Civil Service Examinations

- (A) Qualified employees desiring to take a competitive Civil Service Examination(s) for a position existing in the Burnt Hills-Ballston Lake School District shall be permitted to take such examination(s) when it is scheduled without loss of pay or leave time for the actual time of the examination plus two (2) hours travel time.

Section 4.22 Attendance Incentive

- (A) The District shall pay an attendance incentive of \$100.00 by the first payroll date in October of the following school year for all ten (10) month employees covered by this Agreement who completed the previous year without using any leaves under **Section 4.11 and Section 4.12**. The District shall pay an attendance incentive of \$150.00 by the first payroll date in October of the following school year for all twelve (12) month employees covered by this Agreement who completed the previous year without using any leaves under **Section 4.11 and Section 4.12**.
- (B) Time taken under the Breast and Prostate Cancer Screening legislation will not affect perfect attendance or eligibility to receive the Attendance Incentive.

Section 4.23 Sick Leave Bank

- (A) The purpose of the sick leave bank is to provide a procedure for obtaining additional sick leave that would otherwise exceed the contract authorized eligibility. The sick leave bank would be available for those participating members of the CSEA bargaining unit. This program would be available to those qualified employees who have a prolonged, catastrophic or long term illness and/or injury and who have otherwise exhausted all available personal sick leave eligibility.

- (B) The definition of prolonged, catastrophic or long term illness or injury is defined as a medical circumstance which causes the employee to exhaust his/her sick and bereavement and personal leave time. To be deemed prolonged, catastrophic or long term, the length of time the employee is out of work shall exceed his/her annual allotment of leave time as defined by **Section 4.11 and Section 4.12**. To be eligible for Sick Bank time an employee must provide medical documentation that the absence is expected to exceed twenty (20) total days for ten (10) month employees, or twenty three (23) total days for twelve (12) month employees.
- (C) The only requests outside of this definition which will be considered will be periodic treatment for chronic illness. The employee must still exhaust all of his/her leave time to be eligible for this request.
- (D) If an employee is reimbursed for any leave time used as a result of a worker's compensation decision, the sick bank time will be reimbursed first, followed by the employee's personal sick time.
- (E) With respect to employees who use the sick bank for reasons of surgical procedures, documentation from the physician will be required. This documentation will verify that the surgical procedure is not voluntary, and cannot be postponed until such time that it would not interfere with the employees work schedule.
- (F) Each employee covered by this agreement who chooses to participate in the sick leave bank shall contribute a total number of hours which equal two (2) complete days of such employees work schedule. This contribution shall be made within the first fifteen (15) work days following a permanent appointment. Hours equal to one (1) complete work day are the regular daily hours assigned to the position to which the employee has been appointed. The contribution of these sick leave hours shall be made at the time the employee elects to become a participant in this program. Such employee hours shall become permanently part of the sick leave bank and cannot be withdrawn.
- (G) Any employee participating in the sick leave bank whose total daily hours are increased or decreased will be required to meet the requirements specified in paragraph 2 above. In order to sustain this requirement, the employee will have additional hours deducted from or added to their personal sick leave eligibility. This deduction or addition will occur on the effective date of such change in hours so that the total contribution to the sick leave bank by said employee equals the required number specified above based upon the additional hours now constituting one (1) complete day of employment.
- (H) Employees who have not participated in the sick leave bank and who subsequently choose to participate may join during the month of September of any year. Such employees must contribute the same number of hours as would have been contributed had the employee joined the sick leave bank when first hired.
- (I) CSEA represented employees can withdraw from the sick leave bank during the sick leave bank open enrollment in the month of September.
- (J) A CSEA represented employee may rejoin the sick leave bank after a four (4) year waiting period, with a contribution of 2 sick days and any extra days that were needed over the 4 years.
- (K) The District will contribute the number of hours equal to fifty percent (50%) of the total hours contributed by eligible employees who join the sick leave bank. The District will continue to contribute hours in this ratio as additional employee contributions are made to the bank.

- (L) When the number of hours in the bank is diminished to one third of the initial total employee and district contribution as described in paragraph 2, future contributions from sick leave bank employees will be required. At the time when this condition occurs, the Sick Leave Bank Committee will determine the rate of additional contributions required to restore the sick leave bank hours, but which additional contribution will not exceed, in hours, the equivalent of two (2) complete days per participant per year. The District agrees to notify the CSEA president by email at least two (2) weeks before these additional deductions will be made.
- (M) Eligibility to draw from the sick leave bank shall be limited to those participating members who:
- (i) Have exhausted their own sick and bereavement, and personal leave time in all appointed positions in the District. Vacation time does not have to be exhausted to apply for the sick bank.
 - (ii) Provide medical evidence of prolonged, catastrophic, or long term illness or injury acceptable to the Sick Leave Bank Committee.
 - (iii) File a written application with the Sick Leave Bank Committee prior to the commencement of the benefit unless the employee is unable to communicate for him or herself.
- (N) The Sick Leave Bank Committee shall be composed of the President of the CSEA or her/his designee, and the Superintendent of Schools, or his/her designee. The Committee may grant, per each application, a benefit to an individual employee of an amount in hours, equivalent to thirty (30) complete work days. An employee who requires additional sick leave benefit in excess of the hourly equivalent of thirty (30) complete days shall be required to make additional applications. An employee will be limited to two (2) thirty (30) day requests per illness or injury unless approved by the review board of the sick leave bank committee described in paragraph H of this section. The decision of the Committee regarding acceptance or rejection of an application will not be subject to the grievance procedure set forth in this contract.
- (O) In the event the Sick Leave Bank Committee cannot come to agreement regarding any one application, or an applicant is dissatisfied with the decision of the Sick Leave Bank Committee, an appeal can be made to a review board. The review board shall be composed of two members appointed by the Superintendent of Schools, two members appointed by the President of CSEA and one additional member acceptable to both the Superintendent and the CSEA President. The majority decision of this Review Board shall be final and binding and not subject to the grievance procedure set forth in this contract.
- (P) No eligible employee may receive additional sick leave by the procedures set forth in this article that exceeds the total number of annual hours of work authorized for the employee by Board appointment.

Section 4.24 Jury Duty

- (A) Should a member of the bargaining unit be summoned for jury duty, the member will provide a copy of the notice to the Human Resource Office, and the school district will continue to pay the staff member's salary.

Section 4.25 Indemnification

- (A) The District shall provide indemnification to all CSEA employees represented by this bargaining unit and in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies to employees performing their duties within the scope of their employment. Pursuant to Section 3811 of the Education Law, all employees must notify the Board of Education in writing of the commencement of any proceeding against him or her within five (5) days after service of process. Under Section 3023 of the Education Law, employees must deliver a copy of the Summons and Complaint or demand or notice to the Board of Education within ten (10) days of the time the Complaint is served on such person. Delivery to the Board of Education shall be to the Clerk of such Board of Education. Days are defined in this provision as calendar days and not school days.

Section 4.26 Mileage Allowance

- (A) Any employee who is required to use their personal vehicle for District business shall be reimbursed at the rate per mile authorized as a business expense deduction by the Internal Revenue Service rate.

Section 4.27 Credit Hour Reimbursement

- (A) (A) Effective July 1, 2020, CSEA represented employees may request to be reimbursed for college courses with prior approval by the Superintendent of Schools.
- (B) (B) Such reimbursement will be limited to the current SUNY Albany undergraduate or graduate (non-MBA) program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports with a minimum grade of "C".
- (C) (C) CSEA represented employees that separate from service with the Burnt Hills-Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district shall be required to pay the district an amount equal to the amount of such reimbursement prorated to the number of years since the completion of the course.

Article 5 - WELFARE

Section 5.01 Health, Dental, and Prescription Insurance

- (A) An Insurance Committee composed of representatives from each bargaining unit proportional to the number of individuals represented by each bargaining unit and chaired by the Assistant Superintendent for Support Services or designee will act in an advisory capacity to the Superintendent and Board of Education on insurance related matters. The CSEA Unit President or designee shall be on the committee.
- (B) The school district will provide the health insurance coverage that was initiated on October 1, 1986 and which was in effect for the 1991-92 school year. This coverage includes the following: hospitalization, doctor, major medical, dental insurance coverage including preventative, restorative, prosthetic, and orthodontic services or devices, and a prescription drug rider, except that the drug rider will require a \$3.00 per prescription co-payment by the employee. Beginning with the 2001-02 school year, prescription co-pays will change to 1) No co-pay for mail order prescriptions, 2) \$3.00 co-pay for generic prescriptions and 3) \$6.00 co-pay for name brand prescriptions. Benefits for other health and for dental services will be maintained at least at October 1, 1986 levels.

- (C) An employee appointed in the CSEA bargaining unit continuously employed with no break in service to any regular, non-substitute position or combination of positions prior to 1/1/14, will be eligible for benefits in the event such position or combination of positions is or becomes 20 hours or more.
- (D) An employee in the CSEA bargaining unit whose first appointment to a regular, non-substitute position is after 1/1/14 will be eligible for benefits when such position or combination of positions equal 30 hours or more.
- (E) Effective July 1, 2018 the District contribution to the BlueShield 907 plan would be equivalent to its contribution to the BlueShield 815 EPO plan. Employees who elect to remain in the BlueShield 907 plan will be wholly responsible for the difference between the district's contributions to the BlueShield 815 plan and the balance of the premium for the BlueShield 907 plan. The District agrees to maintain benefit levels for the BlueShield 815 plan and CDPHP EPO at the levels established on July 1, 2018.
- (F) For employees hired prior to the July 1, 2020, the School District's contribution toward a member's premium for both hospitalization, and dental coverage will be:

Single membership	=	90%
2-Person Membership	=	80%
Family membership	=	80%
Retired membership	=	50%

- (G) For employees hired on or after July 1, 2020, the School District's contribution toward a member's premium for both hospitalization, and dental coverage will be:

Single membership	=	75%
2-Person Membership	=	75%
Family membership	=	75%
Retired membership	=	50%

- (H) Employees permanently appointed to between 20 and less than 30 hours may elect to purchase health insurance through the district at their own expense. The District shall not contribute to the cost of the premiums in these situations.
- (I) Excess premium, that is, the amount remaining after claims have been paid in period of low losses, if any, will be reported to the Insurance Committee who will recommend disposition which may include premium reduction, purchase of added benefits or reserve for premium increases.
- (J) A person on unpaid leave of absence may continue to participate in the Health, Dental and Prescription program but will be responsible for full payment of premiums. Such participation while on leave will be governed by FMLA, COBRA and any other related regulatory requirements.
- (K) All CSEA staff whose effective date of employment is after July 1, 2006 will be required to complete 10 (ten) years of service in the district to be eligible for retirement insurance.

Section 5.02 Health Insurance Buyout

- (A) Once seven (7) new employees covered by this agreement either opt out of health insurance with the district or drop current health insurance coverage with the district, the District shall provide a payment of \$2,500 per year to each member of the CSEA that is eligible for health insurance but is covered by a different source. Employees who receive coverage from a spouse who is also a district employee shall receive a payment of \$500. Employees must show proof of alternate coverage to receive the payment.
- (B) The first payment shall be prorated to the number of months left in the fiscal year for the first year of eligibility. Payment will also be prorated for the year should an employee resign from their position or if such election to opt out of the district's health insurance program became effective after July 1st of a given school year. Payment will be made in the last payroll of the year.

Section 5.03 Retirement

- (A) All eligible Tier I and Tier II employees within the bargaining unit shall be members of the New York State Employees Retirement System Plan 75I, Improved Non-Contributory Plan.
- (B) Employees will be covered under Tier III, Tier IV, Tier V and Tier VI pursuant to law.
- (C) The District shall provide the guaranteed minimum death benefit, known as the 60-b Plan.
- (D) The District shall continue to provide option 41-j of the Retirement Law. This plan provides that employees may apply up to 165 days of accumulated unused sick leave credits which an employee has at the time of retirement, towards additional service credit.
- (E) For Tier 6 ERS members, the number of unused, unpaid sick leave days that can be credited at retirement has been reduced from 165 days to 100 days. For certain Tier 6 members, if a collective bargaining agreement was in effect on April 1, 2012, and the CBA contains language regarding sick leave credit at retirement, members who join while the CBA is in effect can be credited up to 165 days. Members who join after the contract has expired will be credited with 100 days. This is subject to the review of the CSEA collective bargaining agreement by the Retirement system.
- (F) The District will provide a retirement payment to members of the bargaining unit, who have earned a minimum of 10 years' service credit as defined by a New York State retirement system or by Board of Education Policy 4360 in a permanent position and who are employed in full or part time service at the time of retirement. This retirement payment will be in the amount of \$3,000. To receive this increment a person who retires must submit an irrevocable notice of retirement to the Superintendent of Schools by February 1st with an effective retirement date between June 30 and August 31st of that year. The retirement increment is to be paid within the 30 calendar days after the effective date of retirement.
- (G) The district shall also provide payment for accrued but unused sick leave at retirement. Effective July 1, 2020, payment for accrued but unused sick leave shall be based on the chart below.

	Hours 1 - 606	Hours 607 - 1500	Hours 1501 and beyond
Teaching Assistants and employees that will not receive an ERS pension	\$5.00/hour	\$10.00/hour	\$15.00/hour
Employees receiving an ERS pension	Apply to 41J	\$10.00/hour	\$15.00/hour

- (H) For employees receiving health insurance at the time of retirement, the payment for unused sick leave at retirement shall be placed into an account to pay for retiree health insurance premiums. For employees not receiving health insurance at the time of retirement, the payment for unused sick leave at retirement shall be placed into a 403B account as a non-elective employer contribution.
- (I) In addition to the other eligibility requirements for a member to receive retirement benefits pursuant to this Article and Section, the member must at the time they leave district service be eligible for and make application to a New York State retirement system.
- (J) All CSEA staff whose effective date of employment is after July 1, 2006 will be required to have completed 10 (ten) years of service in the district to be eligible for the retirement payment.
- (K) Employees represented by CSEA may elect to have their \$3,000 retirement notification incentive, net any applicable federal and state taxes, added to their retiree health insurance premium bank. Employees must affirmatively elect to have their retirement notification incentive utilized for retiree health insurance or it will be paid pursuant to the agreement between parties.
- (L) All notification requirements set forth above must be met to receive this benefit.

Section 5.04 Flexible Benefits Plan

- (A) The District will offer a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax.
- (B) The district will expand the present Section 125 plan to permit salary deductions for dependent care. The plan will require a minimum annual dependent care contribution of \$1,000.

Article 6 - PAYROLL INFORMATION

Section 6.01 Payroll Dates

- (A) The district and CSEA agree that the district reserves the right to pay all CSEA employees either bi-weekly or two (2) times per month providing it is done district-wide, except employees who have used all but five (5) days or less of combined sick and personal leave. An adjustment will be made for overpayment at that time if necessary. Employees will then be paid for hours worked for the remainder of the school year off of a timesheet. Payment will be processed on the payroll date following the pay period for which time sheets are submitted to the business office.
- (B) Whenever feasible, paychecks will be distributed the last working day prior to a general vacation period of one week or more.

Section 6.02 Dues and Other Payroll Deductions

- (A) Upon written authorization of each participating employee, the Board of Education shall withhold from each employee's pay the appropriate amount of Union dues and remit such withheld dues as directed by the Union until such time as the employee revokes such authorization in writing.

- (B) The Board of Education further agrees to deduct from the wages of the employees any other authorized deductions from the employee who signed authorizations permitting such deductions, in the manner and form approved by the Civil Service Employees Association, Inc.

Section 6.03 Direct Deposit

- (A) Effective July 1, 2020 all employees covered by this agreement shall have their paychecks directly deposited into a bank account of the employee's choosing.

Article 7 - LIAISON WITH THE BOARD OF EDUCATION AND ADMINISTRATION

Section 7.01 CSEA District Council

- (A) There shall be established a District CSEA Council to assist communication between the Association, the Administration and the Board of Education. The Council shall meet at mutually agreed upon times to discuss, isolate and define problems of concern. The agenda will be mutually determined by the Superintendent and the Unit President.

Section 7.02 Communication with the Superintendent of Schools

- (A) There shall be established a District CSEA Council to assist communication between the Association and the Superintendent of Schools which shall meet at least quarterly.

Section 7.03 Labor Management Meetings

- (A) CSEA and the District Human Resource Director agree to meet at least quarterly in a Labor Management meeting. Agenda items will be submitted by CSEA and the Human Resource Director.

Article 8 - COST SAVINGS SUGGESTIONS

- (A) Compensation awards will be provided to employees who submit suggestions that result in direct cost savings to the School District. Forms will be provided by the District for formal evaluation of suggestions by the District. A period of not less than six months and no more than one year will be used to assess whether a suggestion has, in fact, resulted in a cost savings to the District.
- (B) If savings are verified, the employee providing the suggestion will be provided a one-time compensation award of 5% of the assessed savings for a 1 year period up to a maximum of \$300. Payment of the award will follow implementation of the cost saving suggestion.

Article 9 - GRIEVANCE PROCEDURES

Section 9.01 Declaration of Basic Principle and Intent

- (A) Every CSEA member shall have the right to present a grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of one's own choosing at any or all stages of the grievance procedures.
- (B) The District or the designated representative(s) shall hold conferences at appropriate times with the CSEA member representatives.
- (C) Proposed new Board Policy or Administrative Regulations affecting the CSEA members of the bargaining unit will be made known to the President of the Unit and the affected CSEA members prior to enactment.
- (D) CSEA members are encouraged to contribute their experiences and their ideas to the solution of problems in the public service and to acquire a feeling of identification with the objectives of their department and school.
- (E) It is the intent of this procedure to provide everyone concerned with equitable and reasonable fast determination of grievance. As a matter of good practice, grievances should be settled whenever possible between the CSEA member(s) or group of CSEA members immediately affected by the matter arising as a grievance.

Section 9.02 Definitions

- (A) District - The Board of Education of Burnt Hills-Ballston Lake Central School District or a designated representative.
- (B) Employee - Any member in the bargaining unit who is presenting the grievance, or the employee's representative, or both.
- (C) Grievance - Any claimed violation, misinterpretation, discrimination or inequitable application of the existing agreement.
- (D) Immediate Supervisor - Employee in authority who assigns and supervises the employee, who is responsible for the employee's action.
- (E) Department Head - Next level of supervision above immediate supervisor. (Principal or Assistant Superintendent for Support Services, etc.)

Section 9.03 Oral Expression of Grievance - Step 1

- (A) The CSEA employee may present a grievance to the immediate supervisor. The supervisor shall discuss the grievance with the employee or make any necessary investigation or consultation on an informal basis. The CSEA employee shall have the responsibility of making clear that the matter is a grievance requiring action under Part C below.
- (B) Failure to present a grievance within thirty (30) working days after the occurrence of the claimed grievable event shall result in a waiver of all rights involved.
- (C) Within five working days after presentation of the grievance, the immediate supervisor will make the decision known to the Employee in writing stating the effective date of any changes required.

Section 9.04 Written Declaration of Grievance - Step 2

- (A) If the aggrieved employee is not satisfied with the decision under **Section 9.03** above, said CSEA employee may request a hearing with his/her department head not more than ten (10) working days after the decision has been rendered under Section 9.03 above. In cases where there is only one supervisor of a department, the Human Resource Director will hold the hearing at Level 2 and will be responsible for all requirements of the Department Head noted in this section. The request will be written on forms mutually developed by CSEA and the District. The request will state the nature of the grievance, the section or sections of the contract claimed to be violated, what remedy is sought and why the decision at the preceding level was unsatisfactory. A hearing with the Department Head will occur within ten (10) days of the request. The department head will render the decision in writing within ten (10) working days of the hearing.

Section 9.05 Hearing with Superintendent - Step 3

- (A) If the grievance remains unresolved at Step 2, the employee may request a hearing with the Superintendent or designee. Such requests shall be made in writing on forms mutually developed by CSEA and the District within ten (10) working days of receipt of the decision at Step 2 and will contain the same information required at Step 2. A hearing with the Superintendent or designee will occur within twenty (20) days of the request.
- (B) The Superintendent or designee shall render a decision in writing within twenty (20) working days of the conclusion of the hearing.

Section 9.06 Arbitration - Step 4

- (A) In the event that a grievance is unresolved after being processed through Step 3 of the procedure, CSEA may file an appeal in writing on forms supplied by the District with the Assistant Superintendent for Support Services requesting that the grievance be submitted to arbitration.
- (B) The request for arbitration must be made within thirty (30) calendar days after the rendering of the decision at Step 3.
- (C) The question in dispute shall then be referred to an arbitrator selected by the parties from a panel or panels submitted by the Public Employment Relations Board or by a different method mutually agreed upon by both parties.
- (D) The arbitrator shall not have the power to add to, subtract from, or modify any of the provisions of this agreement.
- (E) No arbitrator shall decide more than one grievance at the same hearing or series of hearings except by mutual agreement between the parties.
- (F) No hearing shall be open to the public or persons not immediately involved unless all parties agree to waive this requirement.

- (G) All time limits set forth in this article may be extended by mutual consent or in the event that a grievance is filed at such time that it cannot be processed through all steps by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party at interest, the time limits set forth may be reduced by mutual agreement so that the procedures may be exhausted prior to the end of the school year or as soon after as possible.
- (H) Expenses of arbitration, including the arbitrator's fee, and expenses, a transcript of the hearing, etc., shall be shared equally by the Union and the Board.
- (I) The decision of the arbitrator shall be final and binding upon both parties and shall be entered in the minutes of the Board of Education in its next regular meeting after the decision has been rendered. Any action required shall be implemented within thirty (30) working days.
- (J) Copies of the decision shall be simultaneously supplied to all parties concerned.

Section 9.07 Continuing Work

- (A) Any employee claiming a grievance shall not refuse the grieved work assignments, except where such assignment would be clearly considered dangerous or illegal by a competent judge of the situation and until such grievance shall be finally resolved.

Article 10 - PERSONNEL FILES

Section 10.01 Employee Evaluations

- (A) Each member of the bargaining unit except School Bus Drivers will be evaluated annually on a form mutually agreed upon by the District and the bargaining unit. See **Article 24 - APPENDIX A - EMPLOYEE EVALUATIONS AND FORMS.**

Section 10.02 View One's Personnel File

- (A) Upon request, any employee shall be permitted to examine one's own personnel file.
 - (i) Material relating to the evaluation of performance or employee discipline, except documents required for employment, shall not be placed in an employee's personnel file, unless that employee has had an opportunity to read the material.
 - (ii) The employee shall acknowledge having read such material by signing the actual copy to be filed with the understanding that such signature merely signified that the employee has read the material to be filed and does not necessarily indicate agreement with its contents.
 - (iii) Refusal to affix signature on a document shall be witnessed, so noted, and placed in an employee's file.
 - (iv) The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.

Article 11 - JOB PROTECTION

- (A) All non-competitive and labor-class employees shall be granted job protection as provided in Section 75 of the Civil Service Law after the completion of six (6) months of service with the District.
- (B) Any material which is to be placed in the personnel file of an employee that was intended as a disciplinary measure, such as a letter of reprimand, shall not be placed in such file if the employee invokes the right to challenge the disciplinary action through the use of the discipline procedure under Section 75 of the Civil Service Law. The discipline measure may only be taken if the guilt of the employee is proved as a result of the hearing.
- (C) Staff who holds certification through the New York State Education Department shall be granted job protection for disciplinary proceedings as provided by applicable provisions of Education law and other statutes, case law and/or Commissioner's decisions.

Article 12 - CUSTODIANS/CLEANERS

Section 12.01 Custodial Hours

- (A) Assignment to shifts and locations is a management prerogative. Custodians/Cleaners/Labor Class may express their preference and interest before an assignment is made. Among the factors to be considered in assigning custodial personnel are the employee's interest, seniority, and the needs of the District.
- (B) Effective July 1, 2020 – Custodial employees appointed to the evening shift shall be entitled to a shift differential of seven and one-half percent (7.5%) per hour for all hours worked during the evening shift. Evening shift employees will be required to work the actual number of hours that they are board appointed to.

Section 12.02 Staffing and Shift Changes

- (A) In the event a district supervisor makes a change in staffing which requires an employee to change shifts (other than for voluntary, short term/emergent coverage) from day to evening or evening to day, the following definitions will apply and a posting will be required:
 - (i) Day shift - a shift that begins in the morning and ends in the afternoon.
 - (ii) Evening shift - a shift that begins at 2:30 pm in the afternoon and ends in the evening.
 - (iii) Open/Vacant position - a position which is currently available due to one of the following:
 - 1) Retirement.
 - 2) Resignation.
 - 3) Leave of absence.
 - 4) Involuntary termination.
 - 5) A position which is available due to the initial transfer of an employee from one shift to a different shift (as per shift definitions above) due to management prerogative.
 - 6) A position not previously in force.

- (B) For transfers which do not involve a change in shift, identified employees may make his/her views known to District management as per **Section 3.03**.
 - (i) The District reserves the right as per **Section 3.03** to make an initial transfer of an employee.
 - (ii) The employee maintains all rights to let his/her views be known as per the section of the negotiated Agreement.
 - (iii) This initial transfer can be based solely on management prerogative and can be for reasons stated in **Section 3.03**, as well as work performance of the employee.
 - (iv) At the time that the initial transfer is made, the open/vacant position of the employee that is to be moved shall be posted and applications accepted.
- (C) The process described in **Section 3.01** will apply for full time (4 hour/day or more) positions, and a candidate will be selected. If no candidates apply for the position, the following will occur:
 - (i) The District will identify the employee with the least seniority in a job classification. For the purposes of this Memorandum of Agreement, ten (10) month employees and twelve (12) month employees will be treated separately with respect to seniority status. For example, if a ten (10) month position is posted, it will be the least senior ten (10) month person assigned. Ten (10) or twelve (12) month status will not be used as separate categories to determine seniority in any other situation governed by the current negotiated Agreement, such as reduction in force determinations.
 - (ii) The least senior employee will be notified of the transfer.
 - (iii) In the event that the District and CSEA shall determine that a particular situation has extenuating circumstances, such as discipline or safety/security issues, the parties may agree to the assignment of the next least senior employee.
- (D) During the posting and interview period, an employee will be temporarily assigned to the open position in order to ensure coverage in the building affected by the transfer. Once the posting and interview process is completed, the selected employee will be assigned to the open position and the employee on temporary assignment will be returned to his/her position.
- (E) Any District assignments of a staff person to a particular position will require a minimum five (5) day notice prior to the commencement of the new assignment.
- (F) Summer school night work will be arranged by requesting volunteers from the regularly assigned cleaners and custodians. When sufficient volunteers are not available, a rotating assignment will be arranged from those regularly assigned night custodians and cleaners.
- (G) Shippers will be notified that deliveries will not be accepted after 2:00 PM during July and August.

Article 13 - TRANSPORTATION

Section 13.01 Structuring and Posting of Bus Runs

- (A) For purposes of **Article 13 - TRANSPORTATION, Section 13.01 through Section 13.03**, a “conflict” will be defined as when there is not sufficient time from the last scheduled drop-off of students from one run to arrive at the scheduled pick-up time for the next run.
- (B) A regular bus run is the time required to complete a particular bus run including pre and post trip and regulatory requirements, rounded to the next fifteen (15) minute interval.
- (i) A regular bus run is an in-district run that is made each day transporting students from home or a designated location to school every morning and from school to home or a designated location every afternoon. Effective July 1, 2020 regular bus runs shall be a minimum of five (5) hours in length. In the event an employee seeks to have a regular bus run that is shorter than five (5) hours in length, the employee must make said request to the Assistant Superintendent for Support Services between May 15 and July 15 of each year. The Assistant Superintendent of Support Services shall approve or reject the request based on the needs of the district
 - (ii) Mid-day bus runs occur during the middle of the day, separate from existing regular bus runs and are calculated using the procedures set forth in **Section 13.01**, and may or may not last the school year. Such mid-day bus runs are offered by seniority as determined by procedures stated in **Section 13.01 through Section 13.03** provided it does not conflict with a driver’s regular bus run or with the time previously awarded in another mid-day bus run. Mid-day bus runs shall include but are not limited to kindergarten, work study, corporate sponsor, special needs students, VOTEC or any other similar run established during the school day.
- (C) By the Tuesday prior to Labor Day of 2020, drivers and monitors will select their hours by seniority. Thereafter, drivers and monitors shall remain with that run until such time as there is a vacant bus run. The District shall list all bus driver and monitor hours on the first day of school and on the first day of the summer session.
- (D) During the school year the district shall post all new bus runs separately for a minimum of ten (10) work days. Any posting required for additional bus run openings that result from the filling of the initial new run shall be posted for a minimum of five (5) work days. The district will provide the CSEA President with a copy of all personnel board agendas which will reflect any increase in hours. Drivers will not be allowed to submit an extra fifteen (15) minutes for more than the time required to properly evaluate the run without a board appointment. Any additional fifteen (15) minute increments will require a posting for the same run if requested within the same school year. All runs except those involving kindergarten and special education children shall be awarded to the most senior applying bus driver as determined by procedures stated in **Section 3.02**. Drivers and Bus Monitors for kindergarten and special education runs shall be selected on the basis of their qualifications as well as their seniority. If the qualifications of two or more applying drivers are relatively equal, the driver with the most seniority will be given the run. This provision does not apply to extra bus trips which are covered under **Section 13.02 and Section 13.03** of the article.
- (i) New bus runs are defined as follows:
 - 1) Bus runs that are made available by the departure of a regular bus driver for reasons of retirement or resignation.
 - 2) Situations where the total daily hours of a scheduled bus run are increased by 1/2 hour or more.
 - 3) A completely new scheduled bus run not previously in force.

- (E) For mid-day runs which include corporate sponsors, Transitions program or any other related program for students who require transportation mid-day to job or work experiences, runs will be posted and awarded according to seniority. Postings will include start time, end time and location. Employees will be paid for all scheduled hours and runs will be adjusted for any permanent changes that occur.
- (F) Ten (10) month employees shall be given preference by seniority in their respective job title in the awarding of summer work opportunities. The district reserves the right to make summer work assignments that are in the best interest of the district. However, the parties agree that ten (10) month employees are not covered by any terms of this collective bargaining agreement when they are awarded summer work.

Section 13.02 Rotation of Extra Bus Trips through June 30, 2020

- (A) For purposes of this section the following definitions will apply:
 - (i) School year rotation lists are in effect from the Monday of the first full week of school to June 30th.
- (B) Summer session rotation lists are in effect from July 1 to the Monday of the first full week of school.
 - (i) Extra work is defined in **Section 13.01(B)(ii)**. Mid-day substitute work is paid at regular rate. The District shall establish substitute rotation lists based on seniority for mid-day work. Those lists shall go by acceptance or declination and shall rotate accordingly; status regarding offered work will be posted bi-weekly beginning with the first Monday of the first full week of school. Employees will let the Transportation Supervisor know if interested in such added work on a regular basis.
 - (ii) The District shall establish rotation lists for Sport and Field Trips based on seniority of drivers. These lists shall apply for each school year as defined above. The District will establish an additional list for extra work during the summer session. The lists shall reference day, evening and weekend trips.
 - (iii) Each initial list shall be based on seniority of those drivers requesting to be placed on each list. The initial rotation of drivers through each list shall be by seniority. After the initial rotation extra bus trips shall be offered in the order of the fewest hours worked and/or offered, to drivers who apply and remain on each list. Drivers who do not remain on the list for the entire school year are not subject to this provision. Drivers who request to be put on the list after the initial seniority lists have been established shall be credited with hours equal to the driver with the most credited hours. Assignment of extra bus runs that conflict with regular runs, will be made at the discretion of the Transportation Supervisor. Status regarding hours worked and/or offered will be posted bi-weekly beginning with the first full week of school.
 - (iv) Drivers may not be assigned a sports or field trip that conflicts with the completion of his/her regular run as scheduled, regardless of the number of hours of the sports or field trip.
 - (v) Only permanent drivers who have completed one (1) year of service are eligible for placement on the rotation lists for extra work. If the rotation lists have been exhausted and no driver with more than one (1) year of service is available to accept the work, then drivers with less than one (1) year of service will be offered extra work in order of seniority.

- (vi) The Transportation office will have the right to offer work out of rotation if the previously assigned work was turned back with less than one (1) hours' notice, or where requests for trips are received less than 24 hours from the time for a trip, the Transportation Supervisor will have the right to make a non-rotational assignment. When offering work out of rotation, the District agrees to make a reasonable effort to utilize the most senior driver available at the time. Assignment of extra bus runs that conflict with regular bus runs will be made at the discretion of the Transportation Supervisor. Once a conflict with the regular run has ended the Transportation Supervisor will offer extra work to Drivers from the rotation lists, except in such cases where it would be impractical to do so. (Whenever practical, the Transportation Supervisor will offer extra work from the lists once the conflict with the regular run has ended).
- (vii) The Transportation Supervisor will continue on through the list regardless of acceptance or declination. A person declining will not go to the top of the list or change position on the list for the purpose of current assignments.

Section 13.03 **Rotation of Extra Bus Trips effective July 1, 2020**

- (A) For purposes of this section the following definitions will apply:
- (B) School year rotation lists are in effect from the Monday of the first full week of school to June 30th.
- (C) Extra work is defined in **Section 13.01(B)(ii)**. Mid-day substitute work is paid at regular rate. The District shall establish one mid-day substitute rotation list based on seniority of drivers including substitute drivers. Substitute drivers shall not be placed above permanent drivers regardless of seniority. This list shall go by acceptance or declination and shall rotate accordingly; status regarding offered work will be posted bi-weekly beginning with the first Monday of the first full week of school. Employees will let the Transportation Supervisor know if interested in such added work on a regular basis.
- (D) The District shall establish one rotation list for mid-day Sport and Field Trips based on seniority of drivers including substitute drivers. Substitute drivers shall not be placed above permanent drivers regardless of seniority. This list shall apply for each school year as defined above. This list shall go by acceptance or declination and shall rotate accordingly; status regarding offered work will be posted bi-weekly beginning with the first Monday of the first full week of school. Employees will let the Transportation Supervisor know if interested in such added work on a regular basis.
- (E) The District shall establish one rotation list for evening and weekend Sport and Field Trips based on seniority of drivers excluding substitute drivers. This list shall apply for each school year as defined above. This list shall go by acceptance or declination and shall rotate accordingly; status regarding offered work will be posted bi-weekly beginning with the first Monday of the first full week of school. Employees will let the Transportation Supervisor know if interested in such added work on a regular basis.
- (F) Drivers may not be assigned a sports or field trip that conflicts with the completion of his/her regular run as scheduled, regardless of the number of hours of the sports or field trip.

- (G) The Transportation office will have the right to offer work out of rotation if the previously assigned work was turned back with less than one (1) hours notice, or where requests for trips are received less than 24 hours from the time for a trip, the Transportation Supervisor will have the right to make a non-rotational assignment. When offering work out of rotation, the District agrees to make a reasonable effort to utilize the most senior driver available at the time. Assignment of extra bus runs that conflict with regular bus runs will be made at the discretion of the Transportation Supervisor. Once a conflict with the regular run has ended the Transportation Supervisor will offer extra work to Drivers from the rotation lists, except in such cases where it would be impractical to do so. (Whenever practical, the Transportation Supervisor will offer extra work from the lists once the conflict with the regular run has ended.)
- (H) The Transportation Supervisor will continue on through the list regardless of acceptance or declination. Any person accepting or declining will go to the bottom of the list. Any person who is unable to accept based on their contracted transportation department responsibilities or who is unable to respond shall not move on the list. This process shall be used for the lists described in Sections A, B and C above.

Section 13.04 Compensation for Bus Runs on Legal Holidays

- (A) All bus runs, other than field trips, and inter-scholastic sports trips, shall be compensated for the same rate as regular runs. For the purpose of clarification, such regular run payment shall include those trips to the pool, bowling alley and bicycle safety trips. The District will agree to pay bus drivers 1.5 times their regular rate of pay for work performed on the federally designated following holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day (not the day after), Martin Luther King Jr. Day, and Memorial Day. The district will agree to pay bus drivers 1.5 times their regular rate of pay for work performed on the following actual or federally observed holidays: July 4, December 25, and January 1.
- (B) All mid-day work will be paid at a minimum of one (1) hour unless work is contracted and can be added as an extension to an existing run. Consequently, when added to an existing run, time will revert to actual time, paid accordingly and rounded to the next fifteen (15) minute interval.
- (C) When extra work has been cancelled upon arrival at the transportation department the driver/monitor will be compensated one (1) hour show up pay.

Section 13.05 Bus Driver and Monitor Meetings and Seminars

- (A) Bus drivers shall be compensated at their regular rate of pay for time spent at meetings and seminars required by the District and State with the following exceptions:
 - (i) Payment for State required in-service for Drivers during first year of service will be \$375 paid at completion of the course. Payment for State required in-service for Monitors during first year of service will be \$125. Payment is for in-service time only and travel time is not compensated. Mileage reimbursement is subject to District policy.
 - (ii) Payment for bi-annual 19-An evaluations and annual 19-A physical examinations will be based on actual time required for the evaluation outside the normal work schedule subject to approval by the Supervisor of Transportation.

Section 13.06 Bus Driver Provisions Relating to State or Federal Mandated Certifications

- (A) Where the District requires employees to obtain State or Federal certification (i.e. Commercial Driver's License) the District shall pay the employee's hourly rate for training necessary to qualify for examinations associated with such certifications. Travel time will not be compensated. Mileage reimbursement is subject to District policy.

Section 13.07 One-way Sport and Field Trips

- (A) One way sport and field trips whereby a run is intended to only drop off or pick up students will be paid at the driver's regular rate with a minimum of two (2) hours. All other sport and field trips will be paid at Step One of this agreement. When a full day sports or field trip is awarded and becomes a one way trip with less than 24 hours' notice, the driver will be paid as originally awarded. Only the Transportation Supervisor or designee shall have authority to change a round trip to a one way trip.

Section 13.08 Half-days for Bus Drivers

- (A) On half days when drivers are required to come in mid-day, they will receive an additional one (1) hour of pay.

Section 13.09 Mechanic Tool Insurance

- (A) Effective July 1, 1994, the District will purchase a \$75,000, \$250 deductible insurance rider to add Mechanics tools to those district items covered in the event of loss.

Section 13.10 Mechanic Tool List

- (A) A committee will be convened for the purpose of specifically outlining the required set of tools to be supplied by each Mechanic. The committee will consist of equal members of CSEA and District staff. The list will be finalized by the expiration of the agreement.
- (B) The district shall provide Mechanics with an annual tool allowance stipend of \$2000. The tool allowance shall be paid in the first payroll of the fiscal year. For the 2019-2020 school year, the \$2000 stipend shall be offset by any reimbursement that a mechanic was provided for tolls purchased between ratification and May 1, 2020.

Article 14 - BUS DRIVER PROVISIONS

Section 14.01 Physical Examinations

- (A) Annual physical examinations will be provided to bus driver personnel by a school physician at no cost to the employee.
- (B) All physical examinations shall be conducted in the manner prescribed by Article 19-A of the New York State Vehicle and Traffic Law and the regulations of the Commissioner of Education.

- (C) If any employee fails the physical, as provided under Article 19-A and the regulations of the Commissioner of Education, such employee shall be allowed to use accumulated sick leave until the medical problem is corrected. If the employee's sick leave runs out, the Superintendent of Schools shall meet with the Union to discuss the medical problem(s) of the employee. If the medical problem(s) is correctable, the Superintendent of Schools shall allow the employee an unpaid leave of absence for up to one (1) year. The Superintendent of Schools may grant an extension of the leave beyond one (1) year if extenuating circumstances warrant an extension.

Section 14.02 Biennial Oral or Written Test and Road Test

- (A) If an employee is unable to pass a biennial examination(s), the District agrees to grant such employee(s) a leave of absence without loss of pay during the retraining period, if a retraining period is necessary, or during the period which the employee is waiting to take the re-examination (See Section 6.12 of NYS Vehicle and Traffic Law 19-A Biennial Road Test).
- (B) If the employee(s) is unable to pass the biennial examination(s) upon being re-examined, the employee shall be granted an unpaid leave of absence by the Superintendent of Schools for a period of not more than one (1) year. During such period, the employee must pass the biennial examination(s).

Section 14.03 Bus Driver Trainer Rate of Pay

- (A) Effective July 1, 2020, the rate of pay for the driver trainer position shall be equivalent to the rate of pay for a driver's education instructor.

Section 14.04 Head Bus Driver Rate of Pay

- (A) The rate of pay for the head bus driver shall be equivalent to the rate of pay for the Mechanic at such time as the current Head Bus Driver separates from service with the District.

Article 15 - NURSES

Section 15.01 Nurse's Liability Insurance

- (A) The District will reimburse registered nurses who purchase personal liability insurance coverage for the cost of premiums not to exceed \$150 per year. The parties agree to reopen negotiations on this issue if the cost exceeds the amount set forth in this section.

Section 15.02 Nurse Coordinator Stipend

- (A) Each school year a nurse coordinator will be appointed from among the full time building nurses, who will receive a stipend in the amount of \$1,000 for the year. This assignment will be made beginning with the 09-10 school year based on District seniority, and will be rotated in subsequent years in order of seniority. Should a nurse choose not to accept the assignment, the next most senior nurse will be offered the assignment. Subsequent year's nurse coordinator assignments will continue to rotate by seniority regardless of declination. If no one accepts the assignment, the least senior nurse will be appointed.

Section 15.03 Nurse Orientation

- (A) The District will reimburse the cost of travel, lodging and registration for all new school nurses hired after 1/1/14 for the New York State School Nurses Orientation.

Article 16 - TEACHING ASSISTANTS

Section 16.01 Certification Maintenance

- (A) Maintenance of valid certification is the Teaching Assistant's responsibility. Teaching Assistants must make every reasonable effort to obtain and maintain valid Teaching Assistant certification. The district may discipline or discharge Teaching Assistants who do not maintain valid certification.
- (B) Teaching Assistants who do not maintain certification within the guidelines set forth by the New York State Education Department will be held on step until such time that deficiencies are met. Teaching Assistants who are retained on a previous year's step but at the current salary schedule for that step will be given regular step placement on the current salary schedule upon meeting the deficiency noted above. Such placement will begin on the day following receipt of meeting the above requirements and shall not be retroactive.

Section 16.02 Tenure

- (A) Staff who hold full time Teaching Assistant positions and hold valid certificates will be eligible for tenure.
- (B) Procedures for notification regarding the granting or denial of tenure will be as set forth in the applicable provisions of New York State Education law.

Section 16.03 Teaching Assistants as Substitute Teachers

- (A) Teaching Assistants who provide coverage when a teacher and/or a substitute teacher is unavailable shall receive an additional \$8.00 per hour for coverage. In order to receive the additional compensation, the assignment must be made by the building principal.
- (B) Teaching Assistants shall be permitted to opt out of instructional coverage and will not be considered insubordinate if they choose not to serve as a substitute teacher. CSEA shall canvass Teaching Assistants during the month of September and communicate to the District the Teaching Assistants who have opted out of instructional coverage for that school year by October 1. The opt out period shall be from October 1 through the following September 30.

Section 16.04 Teaching Assistant Educational Stipend

- (A) Effective July 1, 2020, Teaching Assistants shall be eligible for an annual stipend based on their post-secondary education.
 - (i) Teaching Assistants with an Associate's Degree shall receive \$400;
 - (ii) Teaching Assistants with a Bachelor's Degree shall receive \$600;

(iii) Teaching Assistants with a Master's Degree shall receive \$800.

(B) Stipends shall be added to base salary. Employees must provide the Human Resources office with official transcripts in order to receive the stipend.

Article 17 - FOOD SERVICE

Section 17.01 Physical Examinations

- (A) Annual physical examinations will be provided to food service personnel by a school physician at no cost to the employee.
- (B) All physical examinations shall be conducted in the manner prescribed by the regulations of the Commissioner of Education.
- (C) If any employee fails the physical, as provided under the regulations of the Commissioner of Education, such employee shall be allowed to use accumulated sick leave until the medical problem is corrected. If the employee's sick leave runs out, the Superintendent of Schools shall meet with the Union to discuss the medical problem(s) of the employee. If the medical problem(s) is correctable, the Superintendent of Schools shall allow the employee an unpaid leave of absence for up to one (1) year. The Superintendent of Schools may grant an extension of the leave beyond one (1) year if extenuating circumstances warrant an extension.

Section 17.02 Food Service - State Regulations

- (A) Where NYS Health or Education Department Regulations require or forbid specific items of clothing to be worn by food service workers, the District will provide copies of such regulations to affected workers.
- (B) Building food service managers will ensure compliance with such regulations.
- (C) The District will pay for specific items of clothing (such as shirts, aprons, hair nets, or caps) that may be required.

Article 18 - CLERICAL AND ADMINISTRATIVE ASSISTANTS

Section 18.01 School Secretary

- (A) School Secretary positions will be compensated at the Senior Stenographer rate of pay.
- (B) Current employees appointed to the Senior Typist position shall be classified to the School Secretary position effective 11/1/18. Current Senior Typists will maintain their current Step and Longevity once they are reclassified to the School Secretary position. The School District shall make every effort to reclassify employees that have passed their probationary period without the need for an additional examination but CSEA agrees that, if necessary, Senior Typists will be appointed provisionally to the School Secretary position.

Article 19 - MAINTENANCE

Article 20 - SECURITY MONITORS

Section 20.01 Security Uniforms

- (A) Security Personnel will be required to wear uniform shirts.
- (B) Security personnel will have input into the selection of the uniform shirt but the final selection rests with the District.

Article 21 - NEGOTIATION PROCEDURES

- (A) In the calendar year in which the current negotiated contract expires, both parties shall, by February 14, have arranged a mutually acceptable date to meet for the purpose of opening formal negotiations on a new contract. This initial negotiation session should occur no later than February 28. All items proposed for discussion that would become effective in the next school year shall be submitted in writing by the representative organization and the employer no later than the second meeting.

Article 22 - CONTRACT CONCLUSIONS

Section 22.01 Saving Clause

- (A) If any article or part thereof of this agreement 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 this agreement shall not be affected.
- (B) The parties agree to re-negotiate a replacement should any part be found unlawful.

Section 22.02 Extent of Agreement

- (A) This agreement shall constitute the entire agreement between the parties and no additional matters shall be presented for negotiation by either party during the life of this agreement except as specifically stated.

Section 22.03 Statement of Civil Service Law

(A) ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT: "IT IS AGREED, BY AND BETWEEN THE PARTIES, THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL." EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION, AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

Article 23 - DURATION AND CONTRACT SIGNATURES

This contract shall be effective on _____ and for language provisions, remain in full force and effect until _____. In witness thereof, the parties have hereunto set their hands this _____ day of _____ 2020.

BURNT HILLS-BALLSTON LAKE SCHOOLS
SUPERINTENDENT OF SCHOOLS

BURNT HILLS-BALLSTON LAKE UNIT OF
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Patrick McGrath, Superintendent of Schools

Margaret Ostrom, President

For the BH-BL School District:

For the BH-BL CSEA:

Robert E. Van Vranken, Chief Negotiator

Debra Picerno, Chief Negotiator

Christopher Abdoo, Ass't Superintendent

Stacy Clark, Vice-President

Michael Nickson, Director of Human Resources

Robert Killeen, Secretary

Laura Foster, Treasurer

Richard White, Transportation Representative

SEAL OF THE DISTRICT

Article 24 - APPENDIX A - EMPLOYEE EVALUATIONS AND FORMS

- (A) Other than School Bus Drivers, employees represented by CSEA shall be evaluated annually using the form contained in the collective bargaining agreement.

BURNT HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT

Support Staff Evaluation

Employee Information

Name	School Year
Job Title	
Building	Evaluated by
Department	Date

Ratings

CE = Consistently Exceeds Job Requirements
 FE = Frequently Exceeds Job Requirements
 CM = Consistently Meets Job Requirements

IM = Inconsistently meets job requirements
 DN = Does not meet job requirements

	CE	FE	CM	IM	DN
Job Classification/Knowledge					
<i>Comments</i>					
Communication Skills					
<i>Comments</i>					
Teamwork					
<i>Comments</i>					
Safety and Security					
<i>Comments</i>					
Adaptability/Flexibility/Responsiveness					
<i>Comments</i>					
Other					
<i>Comments</i>					

Absences:

Sick _____ Personal _____ Family Illness _____ Death in Family _____

Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature	Date
Evaluator Signature	Date

Employee Comments:

Article 25 - APPENDIX B - SALARY PROVISIONS

