

**MEMORANDUM OF AGREEMENT**  
by and between the  
**Burnt Hills-Ballston Lake Central School District**  
and the  
**Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO**  
**Schenectady County Local 886, Unit 850500**

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This Memorandum of Agreement between the Burnt Hills-Ballston Lake Central School District ("District") and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO ("Association") shall set forth the full agreement between the parties relating to their successor collective bargaining agreement. The terms of this Memorandum of Agreement will be subject to ratification by the membership of the Association and the approval by the Board of Education of the District. Unless otherwise modified, changed or altered by the terms of this Memorandum of Agreement, the provisions of the collective bargaining agreement between the parties covering the dates July 1, 2019 through June 30, 2023 shall remain in full force and effect in the successor collective bargaining agreement.

The successor collective bargaining agreement will cover a four (4) year period, inclusive of the dates, July 1, 2023 through June 30, 2027.

**PROPOSED CHANGES**

**ARTICLE 2**

- Add a new 2.04 Dues Deduction which shall read as follows:

*"The Employer agrees that CSEA shall have the exclusive dues deductions and that no other employee organization or union shall be permitted membership dues deductions without written approval of the CSEA.*

*The Employer shall deduct from the wages of the employees and submit to the CSEA or its designated agent dues/insurance premium deductions for those employees who sign authorization permitting such deductions, in the manner and form approved by the CSEA and the Employer.*

*The Employer shall deduct from the wage's regular membership dues and other authorized deductions for those employees who have signed dues deductions authorization cards and remit dues payments to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 at the end of each month. Electronic transfers of such payments are preferred. Employees who wish to withdraw their authorization for dues deductions must do so by following the instructions on their due's authorization card. For more information, contact CSEA at 1-800-324-4146.*

*CSEA shall continue to provide a fully legal refund procedure for non- members who object to a legal expenditure and shall otherwise deal with the funds and with non-members in a lawful and proper manner to hold the district harmless."*

- Add a new 2.05 New Employee Orientation which shall read as follows:

*"The Employer will allow a designated CSEA representative to meet during the annual new employee orientation that the Employer holds."*

### ARTICLE 3

- Article 3.01 shall be modified to reflect a five day posting period and to strike language regarding the use of the support staff evaluation during the candidate selection process. It shall read

#### *(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 five (5) ~~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 and Bus Monitors) 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.*

- Article 3.02 shall have a new section (iii) added that addresses Teaching Assistant layoff and recall rights.

*(iii) Employees holding teaching assistant certification, regardless of district job responsibilities, shall be subject to layoff and recall pursuant to New York State education law. Employees with the least amount of seniority shall be the first to be laid off. Laid off employees shall have seven (7) years of recall rights to their position and the laid-off employees with the greatest amount of seniority shall be recalled first.*

- There shall be a new Article 3.12 entitled Annual Trainings that shall read

*Section 3.12 – Annual Trainings*

*Employees are required by the state of New York to annually complete training by September 30th. Employees who fail to complete the required training by the first Friday of the school will be directed to report to the Human Resources Office prior to September 30th to complete the required training. These employees will be charged a half-day of personal leave to complete the annual training.*

*New employees are required by the state of New York to complete training within thirty (30) days of hire. Employees who fail to complete the required training within twenty (20) days will be directed to report to the Human Resources Office prior to the 30th day of employment to complete the required training. These employees will be charged a half-day of personal leave to complete the annual training.*

**ARTICLE 4**

- Section 4.01 shall be replaced in its entirety. It shall read:

*(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.*



## 2023-2024

STEP	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6	BUS DRIVING
1	\$18.12	\$19.26	\$20.89	\$23.00	\$26.02	\$28.00	\$23.17
2	\$18.81	\$20.00	\$21.69	\$23.88	\$27.02	\$29.07	\$23.95
3	\$19.53	\$20.76	\$22.52	\$24.80	\$28.05	\$30.19	\$24.77
4	\$20.28	\$21.56	\$23.38	\$25.75	\$29.13	\$31.34	\$25.62
5	\$21.06	\$22.38	\$24.28	\$26.73	\$30.24	\$32.54	\$26.49
6	\$21.87	\$23.24	\$25.21	\$27.76	\$31.40	\$33.79	\$27.41
7	\$22.70	\$24.13	\$26.17	\$28.82	\$32.60	\$35.08	\$28.33
8	\$22.93	\$24.37	\$26.44	\$29.11	\$32.93	\$35.43	\$28.59
9	\$23.16	\$24.62	\$26.70	\$29.40	\$33.26	\$35.79	\$28.86
10	\$23.39	\$24.86	\$26.97	\$29.69	\$33.59	\$36.15	\$29.13
11	\$23.63	\$25.11	\$27.24	\$29.99	\$33.93	\$36.51	\$29.40
12	\$23.86	\$25.36	\$27.51	\$30.29	\$34.27	\$36.87	\$29.68
13	\$24.10	\$25.62	\$27.78	\$30.59	\$34.61	\$37.24	\$29.96
14	\$24.34	\$25.87	\$28.06	\$30.90	\$34.95	\$37.61	\$30.24
15	\$24.58	\$26.13	\$28.34	\$31.21	\$35.30	\$37.99	\$30.54
16	\$24.83	\$26.39	\$28.63	\$31.52	\$35.66	\$38.37	\$30.82
17	\$25.08	\$26.66	\$28.91	\$31.83	\$36.01	\$38.75	\$31.10
18	\$25.33	\$26.92	\$29.20	\$32.15	\$36.37	\$39.14	\$31.41
19	\$25.58	\$27.19	\$29.49	\$32.47	\$36.74	\$39.53	\$31.70
20	\$25.84	\$27.46	\$29.79	\$32.80	\$37.10	\$39.93	\$32.00
21	\$26.10	\$27.74	\$30.09	\$33.13	\$37.48	\$40.33	\$32.31
22	\$26.36	\$28.02	\$30.39	\$33.46	\$37.85	\$40.73	\$32.61
23	\$26.62	\$28.30	\$30.69	\$33.79	\$38.23	\$41.14	\$32.92
24	\$26.89	\$28.58	\$31.00	\$34.13	\$38.61	\$41.55	\$33.24
25	\$27.16	\$28.87	\$31.31	\$34.47	\$39.00	\$41.96	\$33.55
26	\$27.43	\$29.15	\$31.62	\$34.82	\$39.39	\$42.38	\$33.88
27	\$27.70	\$29.45	\$31.94	\$35.16	\$39.78	\$42.81	\$34.20
28	\$27.98	\$29.74	\$32.26	\$35.52	\$40.18	\$43.24	\$34.53
29	\$28.26	\$30.04	\$32.58	\$35.87	\$40.58	\$43.67	\$34.86
30	\$28.54	\$30.34	\$32.91	\$36.23	\$40.99	\$44.10	\$35.18

**Tier 1** – Aides, Monitors, Food Service Helper, Assistant Cook, Motor Equipment Operator, Cleaner, Teaching Assistant I

**Tier 2** – Cook II, Custodian, Maintenance Helper, Utility Worker, Typist, Security Monitor, Teaching Assistant II

**Tier 3** – Cook I, Senior Custodian, Senior Typist, Computer Operations Specialist, Teaching Assistant III, Computer Technician

**Tier 4** – Maintenance Worker, School Secretary, Mechanic, Network and Systems Technician

**Tier 5** – Administrative Assistant, Head Custodian, Mechanic Supervisor

**Tier 6** – Nurse

## 2024-2025



STEP	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6	BUS DRIVING
1	\$18.12	\$19.26	\$20.89	\$23.00	\$26.02	\$28.00	\$23.17
2	\$18.81	\$20.00	\$21.69	\$23.88	\$27.02	\$29.07	\$23.95
3	\$19.53	\$20.76	\$22.52	\$24.80	\$28.05	\$30.19	\$24.77
4	\$20.28	\$21.56	\$23.38	\$25.75	\$29.13	\$31.34	\$25.62
5	\$21.06	\$22.38	\$24.28	\$26.73	\$30.24	\$32.54	\$26.49
6	\$21.87	\$23.24	\$25.21	\$27.76	\$31.40	\$33.79	\$27.41
7	\$22.70	\$24.13	\$26.17	\$28.82	\$32.60	\$35.08	\$28.33
8	\$22.93	\$24.37	\$26.44	\$29.11	\$32.93	\$35.43	\$28.59
9	\$23.16	\$24.62	\$26.70	\$29.40	\$33.26	\$35.79	\$28.86
10	\$23.39	\$24.86	\$26.97	\$29.69	\$33.59	\$36.15	\$29.13
11	\$23.63	\$25.11	\$27.24	\$29.99	\$33.93	\$36.51	\$29.40
12	\$23.86	\$25.36	\$27.51	\$30.29	\$34.27	\$36.87	\$29.68
13	\$24.10	\$25.62	\$27.78	\$30.59	\$34.61	\$37.24	\$29.96
14	\$24.34	\$25.87	\$28.06	\$30.90	\$34.95	\$37.61	\$30.24
15	\$24.58	\$26.13	\$28.34	\$31.21	\$35.30	\$37.99	\$30.54
16	\$24.83	\$26.39	\$28.63	\$31.52	\$35.66	\$38.37	\$30.82
17	\$25.08	\$26.66	\$28.91	\$31.83	\$36.01	\$38.75	\$31.10
18	\$25.33	\$26.92	\$29.20	\$32.15	\$36.37	\$39.14	\$31.41
19	\$25.58	\$27.19	\$29.49	\$32.47	\$36.74	\$39.53	\$31.70
20	\$25.84	\$27.46	\$29.79	\$32.80	\$37.10	\$39.93	\$32.00
21	\$26.10	\$27.74	\$30.09	\$33.13	\$37.48	\$40.33	\$32.31
22	\$26.36	\$28.02	\$30.39	\$33.46	\$37.85	\$40.73	\$32.61
23	\$26.62	\$28.30	\$30.69	\$33.79	\$38.23	\$41.14	\$32.92
24	\$26.89	\$28.58	\$31.00	\$34.13	\$38.61	\$41.55	\$33.24
25	\$27.16	\$28.87	\$31.31	\$34.47	\$39.00	\$41.96	\$33.55
26	\$27.43	\$29.15	\$31.62	\$34.82	\$39.39	\$42.38	\$33.88
27	\$27.70	\$29.45	\$31.94	\$35.16	\$39.78	\$42.81	\$34.20
28	\$27.98	\$29.74	\$32.26	\$35.52	\$40.18	\$43.24	\$34.53
29	\$28.26	\$30.04	\$32.58	\$35.87	\$40.58	\$43.67	\$34.86
30	\$28.54	\$30.34	\$32.91	\$36.23	\$40.99	\$44.10	\$35.18

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**Tier 5** – Administrative Assistant, Head Custodian, Mechanic Supervisor

**Tier 6** – Nurse



STEP	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
1	\$18.35	\$19.50	\$21.15	\$23.29	\$26.35	\$28.35
2	\$19.05	\$20.25	\$21.96	\$24.18	\$27.35	\$29.44
3	\$19.78	\$21.02	\$22.80	\$25.11	\$28.40	\$30.56
4	\$20.54	\$21.83	\$23.68	\$26.07	\$29.49	\$31.73
5	\$21.32	\$22.66	\$24.58	\$27.07	\$30.62	\$32.95
6	\$22.14	\$23.53	\$25.52	\$28.10	\$31.79	\$34.21
7	\$22.99	\$24.43	\$26.50	\$29.18	\$33.01	\$35.52
8	\$23.22	\$24.68	\$26.77	\$29.47	\$33.34	\$35.88
9	\$23.45	\$24.92	\$27.03	\$29.76	\$33.67	\$36.24
10	\$23.68	\$25.17	\$27.30	\$30.06	\$34.01	\$36.60
11	\$23.92	\$25.43	\$27.58	\$30.36	\$34.35	\$36.96
12	\$24.16	\$25.68	\$27.85	\$30.67	\$34.69	\$37.33
13	\$24.40	\$25.94	\$28.13	\$30.97	\$35.04	\$37.71
14	\$24.65	\$26.20	\$28.41	\$31.28	\$35.39	\$38.08
15	\$24.89	\$26.46	\$28.70	\$31.60	\$35.74	\$38.46
16	\$25.14	\$26.72	\$28.98	\$31.91	\$36.10	\$38.85
17	\$25.39	\$26.99	\$29.27	\$32.23	\$36.46	\$39.24
18	\$25.65	\$27.26	\$29.57	\$32.55	\$36.83	\$39.63
19	\$25.90	\$27.53	\$29.86	\$32.88	\$37.20	\$40.03
20	\$26.16	\$27.81	\$30.16	\$33.21	\$37.57	\$40.43
21	\$26.42	\$28.09	\$30.46	\$33.54	\$37.94	\$40.83
22	\$26.69	\$28.37	\$30.77	\$33.88	\$38.32	\$41.24
23	\$26.95	\$28.65	\$31.08	\$34.21	\$38.71	\$41.65
24	\$27.22	\$28.94	\$31.39	\$34.56	\$39.09	\$42.07
25	\$27.50	\$29.23	\$31.70	\$34.90	\$39.48	\$42.49
26	\$27.77	\$29.52	\$32.02	\$35.25	\$39.88	\$42.91
27	\$28.05	\$29.81	\$32.34	\$35.60	\$40.28	\$43.34
28	\$28.33	\$30.11	\$32.66	\$35.96	\$40.68	\$43.78
29	\$28.61	\$30.41	\$32.99	\$36.32	\$41.09	\$44.21
30	\$28.90	\$30.72	\$33.32	\$36.68	\$41.50	\$44.66

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**Tier 6** – Nurse



## 2026-2027

STEP	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
1	\$18.58	\$19.74	\$21.42	\$23.58	\$26.67	\$28.70
2	\$19.29	\$20.50	\$22.24	\$24.48	\$27.70	\$29.80
3	\$20.03	\$21.29	\$23.09	\$25.42	\$28.76	\$30.95
4	\$20.79	\$22.10	\$23.97	\$26.39	\$29.86	\$32.13
5	\$21.59	\$22.95	\$24.89	\$27.40	\$31.00	\$33.36
6	\$22.42	\$23.83	\$25.84	\$28.45	\$32.19	\$34.64
7	\$23.27	\$24.74	\$26.83	\$29.54	\$33.42	\$35.97
8	\$23.51	\$24.99	\$27.10	\$29.84	\$33.76	\$36.33
9	\$23.74	\$25.24	\$27.37	\$30.14	\$34.09	\$36.69
10	\$23.98	\$25.49	\$27.65	\$30.44	\$34.43	\$37.06
11	\$24.22	\$25.74	\$27.92	\$30.74	\$34.78	\$37.43
12	\$24.46	\$26.00	\$28.20	\$31.05	\$35.13	\$37.80
13	\$24.71	\$26.26	\$28.48	\$31.36	\$35.48	\$38.18
14	\$24.95	\$26.52	\$28.77	\$31.67	\$35.83	\$38.56
15	\$25.20	\$26.79	\$29.06	\$31.99	\$36.19	\$38.95
16	\$25.46	\$27.06	\$29.35	\$32.31	\$36.55	\$39.33
17	\$25.71	\$27.33	\$29.64	\$32.63	\$36.92	\$39.73
18	\$25.97	\$27.60	\$29.94	\$32.96	\$37.29	\$40.13
19	\$26.23	\$27.88	\$30.24	\$33.29	\$37.66	\$40.53
20	\$26.49	\$28.16	\$30.54	\$33.62	\$38.04	\$40.93
21	\$26.75	\$28.44	\$30.84	\$33.96	\$38.42	\$41.34
22	\$27.02	\$28.72	\$31.15	\$34.30	\$38.80	\$41.75
23	\$27.29	\$29.01	\$31.46	\$34.64	\$39.19	\$42.17
24	\$27.56	\$29.30	\$31.78	\$34.99	\$39.58	\$42.59
25	\$27.84	\$29.59	\$32.10	\$35.34	\$39.98	\$43.02
26	\$28.12	\$29.89	\$32.42	\$35.69	\$40.38	\$43.45
27	\$28.40	\$30.19	\$32.74	\$36.05	\$40.78	\$43.88
28	\$28.68	\$30.49	\$33.07	\$36.41	\$41.19	\$44.32
29	\$28.97	\$30.79	\$33.40	\$36.77	\$41.60	\$44.77
30	\$29.26	\$31.10	\$33.73	\$37.14	\$42.02	\$45.21

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**Tier 6** – Nurse



- Effective 7/1/23 all driver combo positions shall be paid at the bus driving rate for 2023-2024 and 2024-2025. Effective 7/1/25 bus drivers and all driver combo positions shall be paid on the Tier 4 schedule.
- Section 4.03 shall be amended as follows:

### ***Section 4.03 Employees Serving on Committees and Councils***

**(A)** ~~Effective July 1, 2006,~~ CSEA staff who serve on the ~~CSEA interview district~~ committee as noted below will be paid his/her regular rate of pay for the time actually served on the committee:

- ~~o Staff development - 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.~~
  - o CSEA interview committee - CSEA staff who are assigned to an interview committee as set forth in Article 4 Section 4.01 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.
  - ~~o A District Safety Council shall be formed appointed by the President of the Civil Service Employee's Association:~~
    - ~~▪ Custodial Staff~~
    - ~~▪ Clerical Staff~~
    - ~~▪ School Lunch Staff~~
    - ~~▪ Bus Driving Staff~~
    - ~~▪ Auto Maintenance Staff~~
    - ~~▪ Buildings & Grounds Maintenance Staff~~
    - ~~▪ Nurse~~
    - ~~▪ Teacher Aides, Teaching Assistants and Security Monitors~~
  - ~~o In addition the Supervisor of Buildings and Grounds and the Assistant Superintendent for Support Services shall be members of the Council.~~
  - ~~o 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:~~
  - ~~o To improve the safety of the total school environment by:~~
    - ~~▪ Reviewing accident reports and worker compensation claims.~~
    - ~~▪ Reviewing the specific concerns of the staff and administration.~~
    - ~~▪ Issuing advisory bulletins to the staff concerning specific safety practices with the editorial assistance of the Assistant Superintendent for Support Services or designee.~~
  - ~~o 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 this sub-section, wages are defined as those under Article 5 Salaries Sections 5.01-5.05. Also, included in the definition of wages in this sub-section is Article 6 - Welfare.

- Sections 4.04 (Winter Clothing Stipend) 4.05 (Longevity Through 7/1/20), 4.06 (Longevity Effective 7/1/20) and 4.22 (Attendance Incentive) are deleted.



- Section 4.09 (Vacation - 12 Month Employees) shall be amended to read as follows

**Section 4.09 Vacation-12 Month Employees**

- (A) *For the 2023-2024 school year, new twelve-month employees hired on or after July 1, 2023 shall not be credited with vacation during the 2023-2024 school year but will earn ten (10) days, or prorated portion, to be vested on June 30, 2023. New twelve-month employees may request to take up to five (5) days after six months of service. Unused days will be paid out on July 15, 2024 when the lag payroll is implemented.*
- (B) *For employees hired prior to July 1, 2023, vacation earned in the 2023-2024 school year shall be paid out on July 15, 2024 when the lag payroll is implemented.*
- (C) *Beginning on July 1, 2024, twelve-month employees will have their vacation allotment credited on the first day of the fiscal year or upon the date of hire.*
- (D) *Vacation leave must be charged in full-day or half day increments.*
- (E) *Employees will continue to accrue 2 weeks paid vacation throughout each school year until they reach 4 years.*
- (F) *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.*
- (G) *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*

*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*
- (H) *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.*
  - (I) *In addition to the above, employees may accumulate unused vacation credit to a maximum of fifteen (15) days to be used within the following fiscal year. Employees must comply with the conditions set forth in Section 4.10 regarding the scheduling of employee vacation.*
  - (J) *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).*
  - (K) *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 school year. In addition, vacation earned in the school year in which one of the above events occurs shall be prorated 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.*



- (L) *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.*
- (M) *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.*

- Section 4.11 (Sick and Bereavement Time) shall be amended and read as follows:

#### **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 12 month employees and 17 days per year of sick and bereavement leave time for 10 month employees. Employees in their first year of employment shall be awarded two days of sick leave at the end of each month for the first six months and then granted the balance at the end of six months or the end of the school year.*
- (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. When a substitute employee covers an absence, sick days must be taken in full day or half-day increments.*
- (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.*

*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.*
  - (iii) *The district may require employees to provide a doctor's note for absences that exceed five consecutive days or a pattern of absences utilizing sick time that suggests a pattern of abuse (i.e. every Friday taken off as a sick day).*

- Section 4.12 (Personal Leave) shall be amended to reflect that personal days must be taken in full day or half day increments.
- Section 4.27 shall be amended to reflect the understanding that tuition reimbursement is only eligible for full-time employees appointed to 30 or more hours.

#### **ARTICLE 5**

- Delete Section 5.01 (B) and Section 5.01 (E) so the Highmark 907 is no longer a health insurance option for active employees.
- Amend Section 5.02 as follows



## 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~~ 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 2A shall be deleted and replaced with the following language.

### 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. ~~Effective January 1, 2024, this retirement payment will be in the amount of \$5,000 \$2,000 and shall be deposited into the employee's 403b account.~~ To receive this increment a person who retires must submit an irrevocable notice of retirement to the Superintendent of Schools by February 1<sup>st</sup> with an effective retirement date between June 30 and August 31<sup>st</sup> of that year. The retirement increment is to be paid within the 30 calendar days after the effective date of retirement.

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
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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

~~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~~ **Effective January 1, 2024, the payment for unused sick leave at retirement shall be placed into a 403B account as a non-elective employer contribution.**

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.

(G) 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.

~~(H) 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.~~

(I) All notification requirements set forth above must be met to receive this benefit.

## ARTICLE 6

- There shall be a new Article 6.04 -- Lag Payroll. It shall read as follows:

### *6.04 Lag Payroll*

*Effective July 1, 2024, all employees will be paid on a lag of one pay period. Twelve month employees will receive a final paycheck one pay period after separation from service. Ten month employees will receive a final paycheck for the school year on or about July 15th of each year.*

## ARTICLE 11

- Article 11 shall be amended so that civil service employees receive Section 75 rights after 12 months. It shall read as follows
  - (A) ~~All permanently appointed civil service employees 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 ~~twelve (12) six (6)~~ months of service with the District.

## ARTICLE 13

- Article 13.02 shall be deleted and 13.03 shall be amended 13.02 as follows



## ***Rotation of Extra Bus Trips***

*For purposes of this section the following definitions will apply:*

- A. School year rotation lists are in effect from the monday of the first full week of school to June 30<sup>th</sup>.*
- B. Extra work is defined in article 13 section 13.01 a (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.*
- C. The district shall establish one rotation list for mid-day sport trips ~~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 they are interested in such added work on a regular basis.*
- D. The district shall establish one rotation list for mid-day 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 they are 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 they are interested in such added work on a regular basis.*
- F. The district shall establish one rotation list for 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 they are interested in such added work on a regular basis.*
- G. 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.*
- H. 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).*

- I. 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 B, C, D and E above.*
- Section 13.04 shall be amended so that employees appointed to 12 month, 8 hour positions shall be the last employees offered assignments on paid holidays.
- Section 13.07 shall be deleted as all driving responsibilities will be paid at the employee's rate of pay.
- Sections 13.10 shall be deleted.

#### **ARTICLE 16**

- Section 16.03 (Teaching Assistants as Substitute Teachers) shall be deleted in its entirety as it is no longer applicable. Current teaching assistants shall have the option to be paid as Tier 1 if they do not want to have teacher coverage as a responsibility.
- NEW Section 16.05 Teaching Assistant Mentor Program. The district shall create a teaching assistant mentorship program where teaching assistants can serve as mentors to new employees in the profession. Teaching Assistant mentors shall be paid the same rate as teacher mentors and will be provided 1.5 summer days to be trained and meet with new employees.
- NEW Section 16.06 Teaching Assistant Pay Rates. Teaching assistants whose sole responsibilities are to provide Instructional Support to students in either General Education classrooms or Special Education classrooms will be classified as a Teaching Assistant I and paid on Tier 1. Teaching Assistants who provide Instructional Support in either General Education classrooms or Special Education classrooms and who may be used to provide instruction within the building when a teacher is absent from the classroom will be classified as Teaching Assistant 2 and paid on Tier 2. Teaching Assistants who provide Instructional Support in Special Education classrooms with self-contained alternately assessed students (eg. STRIVE, ACHIEVE, CONNECTIONS, TRANSITIONS) and who may be used to provide instruction within that classroom when a teacher is absent from the classroom will be classified as Teaching Assistant III and paid on Tier 3.

#### **ARTICLE 18**

- Section 18.01 shall be deleted in its entirety as it is no longer applicable.



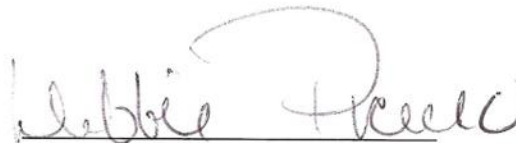
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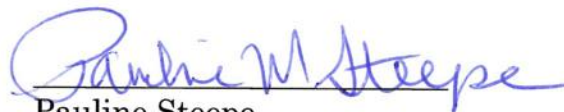


Dr. Patrick McGrath  
Superintendent of Schools

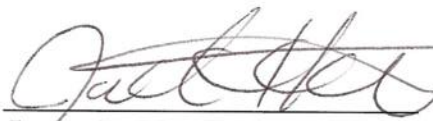
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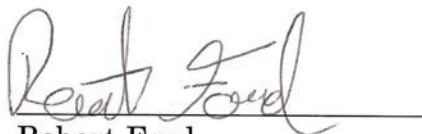
Debbie Picerno  
CSEA Labor Relations Specialist



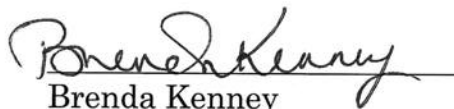
Pauline Steepe  
CSEA Unit President



Jason LaPietro



Robert Ford



Brenda Kenney



