

AGREEMENT

Between the

SUPERINTENDENT

of the

BETHLEHEM CENTRAL SCHOOL DISTRICT

and the

BETHLEHEM CENTRAL UNITED EMPLOYEES
ASSOCIATION

July 1, 2008 through June 30, 2012

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PREAMBLE

This Agreement, entered into in June, 2008 between the SUPERINTENDENT OF THE BETHLEHEM CENTRAL SCHOOL DISTRICT and THE BETHLEHEM CENTRAL UNITED EMPLOYEES ASSOCIATION shall serve to:

1. Provide for the declaration of mutually agreeable terms and conditions of employment.
2. Assure the orderly and most effective continuation of the business of the Bethlehem Central School District by providing a mutually-agreeable declaration of the rights and responsibilities existing between the employees represented by the Bethlehem Central United Employees Association and the Bethlehem Central School District, and mutually-agreeable procedures for the resolution of such differences as may arise between the employees represented by Bethlehem Central United Employees Association and Bethlehem Central School District during the term of this Agreement.
3. Both parties herein pledge to exercise their best efforts to effectuate this Agreement and that neither party shall engage in conduct, proceedings, or activities contrary to the terms, conditions and intent herein set forth.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all regularly employed non-instructional personnel of the School District, except the School District Clerk; School District Treasurer; School District Attorney; Director of Facilities and Operations; Supervisor of Transportation; Assistant Supervisor of Transportation; Superintendent of Buildings and Grounds; Assistant Superintendent of Buildings and Grounds; School Lunch Manager; employees declared confidential or managerial by PERB; and substitute employees.

ARTICLE II - RESERVATION OF RIGHTS

Except as provided by the terms of this Agreement, the District, Board and Superintendent reserve and retain unto itself and themselves all rights, authorities; duties and responsibilities conferred and invested in it and them by the Constitution and Statutes of the State of New York, the rulings and regulations of the Commissioner of Education and agencies of the State and Federal Government.

ARTICLE III -CONDITIONS REGARDING AGREEMENT

1. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

2. The provisions hereof shall be effective as of July 1, 2008, and remain in effect until June 30, 2012,

and from year to year thereafter, unless either party hereto shall notify the other, in writing, on or before February 1, 2012 or February 1 of a subsequent year of their desire to amend or modify same.

3. Should either party timely notify the other of a desire to amend or modify this Agreement as

hereinbefore provided, negotiations for a subsequent Agreement shall commence and proceed pursuant to Article IV hereof.

ARTICLE IV - NEGOTIATIONS

1. Designated representative(s) of the District shall meet at such mutually agreed upon places and

times with the representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings preferably shall not exceed two (2) hours and shall be held at a time other than during the regular school day. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

2. Both parties shall furnish each other, in good faith, available information, except confidential

information, which shall enhance the negotiating process.

3. The parties agree that during the period beginning with the first meeting after the preliminary exchange of proposals, and prior to reaching agreement or the declaration of an impasse, the specific details of the negotiations shall not be released to the general public, except with the approval of both parties. If one of the parties should violate this provision, the other party is free to make public details of the negotiations.

4. When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of each party to the negotiations. The final agreement shall be subject to ratification by the Board and the Association.

5. When agreement is not reached concerning a specific issue or area, all parties will commit their positions to writing. If agreement still cannot be reached following the exchange of these statements, the issues will be set aside for discussion at a later date.

6. By mutual consent, mediators provided by the Public Employees Relation Board may be used at any time during the negotiation procedure. However, unless waived by mutual agreement, if comprehensive agreement is not concluded by March 1, the parties shall, within two working days, request the Public Employees Relation Board to appoint a mediator or a fact-finder. Such mediation and fact-findings will be governed by the provisions of Article 14, Section 209 of the Civil Service Law.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

1. If labor difficulties occur which are not caused by the BCUEA, the represented employees shall report for work. The employer may assign the employee to jobs other than their regular one at their regular pay. If the employer decides to send the employees home, salary will be paid. The employer will endeavor to provide employment for the employees, but if the labor difficulties continue beyond ten (10) workdays, the employer may layoff employees without pay, or provide employment at a different job and different rate of pay.

2. The employer agrees to recognize the Association's grievance committee, which shall be comprised of no more than five (5) employees who shall be certified by the Association to the employer in writing. Such certification shall be no later than ten (10) working days after the execution date of this agreement.

3. The Association shall have the right to use school buildings at all reasonable hours for its Association business meetings. Application for the use of the buildings requested shall be made to the building principal and the School District Assistant Superintendent for Business as may be required. Applications shall be made at least two (2) days prior to the date for which use is requested. The Association will pay to the District any additional costs incurred by the District as the result of any such use.

4. The agenda for each official Board meeting shall be transmitted to the Association President as

soon as it is available.

5. Minutes of the official Board meetings shall be transmitted to the Association President as soon as it is available.
6. The Association will provide a camera-ready copy of the finalized Agreement to the Board who will then provide 300 copies of the Agreement in booklet form to the Association.
7. The Association shall be allowed to use a reasonable amount of existing bulletin board space in each work area for posting notices. The Association shall have the right to make use of existing school delivery services to communicate with its members on Association business. The Association will provide its own envelopes properly addressed.
8. The Association shall be entitled to appoint representatives in each work area or department of the negotiating unit.
9. The President of the Association and the Superintendent of Schools may meet from time to time on matters deemed to be important to either party. By mutual consent the Board and the Association may agree to meet for further discussions.

10. The District agrees to provide up to ten (10) days release time to an employee(s) selected by the Association whose presence, in the opinion of the Association, is required at a grievance meeting, arbitration, or PERB hearing, or to attend lobby day or the delegate assembly but only if the same are scheduled during that employee's normal work hours. The employee(s) entitled to such release time will be selected by the Association provided that no more than ten (10) full days of release time will be provided for the entire unit per year of the contract.

11. In addition to the release time provided hereinabove, the District agrees to provide up to three (3) hours per week of release time for the Association President. The Parties agree that there shall be no substitute cost to the District and that such release time shall be non-cumulative and subject to a maximum of 60 hours per year. When possible, the Association will provide 24 hours notice to the district.

ARTICLE VI - DUES DEDUCTION

1. The Board agrees to deduct from the salary of the members of the Association as said employees, individually and voluntarily, authorize the District to deduct, and to transmit the moneys promptly to the Association upon receipt of a claim form and a listing of dues deductions. Employee authorization shall be in writing in the form set forth below. Forms will be provided by the Association.

DUES DEDUCTION AUTHORIZATION CARD - BETHLEHEM CENTRAL UNITED EMPLOYEES ASSOCIATION

(Prepare duplicate cards, one for the District and one for the Bethlehem Central United Employees Association)

I hereby request and authorize the Bethlehem Central School Board to deduct from my earnings and transmit to the Bethlehem Central United Employees Association an amount sufficient to provide for regular payment of the membership dues in equal payments over the remainder of the school year. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the School Board and all its officers from any liability therefore. This authorization shall remain in effect until it is withdrawn by written notice or by the termination of my employment in the School District.

NAME: _____

SCHOOL BUILDING: _____

SIGNATURE: _____

2. The dues deduction shall be computed by dividing the dues owed by the number of pay periods from which dues are to be deducted without rounding.
3. The Association will certify to the Board in writing the current rate of membership dues for each Association member. The Association will give the Board thirty (30) days' written notice, prior to the effective date of any change.
4. Deductions referred to above will be made in equal installments. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
5. No later than September 30th of each year, except the employees hired by the School District after that date, the Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues. The list will show the amount of dues to be deducted from each payroll. This will be affixed to a claim form and transmitted to the business office for payment. The District will notify the Association of any changes in said listing.
6. During the term of this agreement, the District agrees it will not accord dues deductions or similar check off rights to any other organizations or associations purporting to represent those employees presently represented by the Association, unless another organization is lawfully recognized.
7. Any employee represented by the Association may individually and voluntarily authorize the District to make certain deductions other than dues deductions from their salary. Such other deductions include health insurance, repayment of employee loans to retirement systems, United Fund pledges, individual adjustments for withholding tax, tax sheltered annuities and credit union.
8. Except as otherwise provided, any organization authorized to receive moneys deducted from employees' salaries, must maintain records and submit invoices to the Assistant Superintendent for Business to have funds which have been withheld remitted to that organization.

ARTICLE VII - GENERAL CONDITIONS OF EMPLOYMENT

1. Work Schedules. Employees shall work at the schedules listed below exclusive of the time scheduled for lunch.
 - a. Full-time 12 month clerical employees shall work 7 ½ hours per day, 5 days - 37 ½ hours a week. They shall work every day in the year except their vacations, Saturdays, Sundays and holidays designated by the holiday schedule.

b. Full-time 10 month clerical employees shall work 7 ½ hours per day, 5 days - 37 ½ hours per week. They shall work every day from September 1 through June 30, except Saturdays, Sundays and holidays designated by the holiday schedule. The work year for full-time 10 month clerical employees may be amended to work up to two weeks in the summer in exchange for not working a like period during the school year. Any such change must be mutually agreed upon between an administrator and the employee.

c. Full-time custodial and maintenance employees shall work 8 hours per day, 5 days - 40 hours per week. Except as otherwise expressly provided herein, they shall work every day in the year except their vacations, Saturdays, Sundays and holidays designated by the holiday schedule. All custodial overtime opportunities shall be offered on a voluntary rotating basis by building.

(1). The District shall have the right to assign a Tuesday through Saturday custodial position and a Wednesday through Sunday custodial position.

(2). The District shall have the right to assign a Tuesday through Saturday groundskeeper position.

(3). The District shall have the right to assign a Tuesday through Saturday maintenance position.

The District will first solicit volunteers for the above assignments giving senior staff priority when appropriate. The positions will be assigned according to least senior where necessary. Any custodial, groundskeeper or maintenance employee who held a full-time position in one of these categories on June 30, 1998, will not be involuntarily assigned to one of the above positions.

d. Full-time bus drivers shall work 8 hours per day, 5 days - 40 hours per week. These employees shall work every day school is in session, plus working on a rotating basis with part-time drivers, at the applicable hourly rate when Bethlehem schools are closed, but non-public schools are in session.

e. Full-time cafeteria personnel shall work 7 hours per day, 5 days - 35 hours per week. These employees shall work every day school is in session.

f. Any time worked beyond the daily hours stated in paragraphs VII, a, b, c, d and e shall be reported and paid as overtime or reported and accumulated as compensatory time. All

overtime must be authorized by an immediate supervisor. Employees assigned for a partial day will not be paid at an overtime rate until the weekly hours exceed the number of hours assigned to a full-time worker in a comparable job. Paid leave shall count toward the full time hours.

g. The beginning and ending time of a work day shall be determined by the employee and their department supervisor and shall be one that is best suited to the needs of the area served. The department supervisor's decision shall be final.

The immediate supervisor shall be responsible to implement all changes in an employee's scheduled workday that have been authorized by the department supervisor.

h. When employees' work schedules have been finalized, each employee shall file with the Assistant Superintendent for Business a time card showing the hours they are regularly scheduled to work. Deviations from this schedule shall be reported and appropriate deductions shall be made for time lost due to lateness, failure to attend scheduled meetings held during the work day, or unauthorized leave taken unless compensatory service is rendered. Where possible, the immediate supervisor will notify affected employees of deviations in work schedules at least five (5) days in advance of the contemplated change.

i. Accumulated compensatory time may be used at times agreeable to the employee and his immediate supervisor. Compensatory time not taken in the pay period earned shall be paid as overtime.

j. Accounting for time will be in multiples of no less than fifteen (15) minutes.

k. For the purpose of computing hourly rates for use where appropriate, the following work days and hours per year will be applied to the yearly salaries.

Office - 12 months 260 days @ 7 ½ hours	1950
Office -10 months 215 days @ 7 ½ hours	1612.5
Custodial and Buildings Maintenance - 12 months 260 days @ 8 hours	2080
Bus Drivers -10 months 193 days @ 8 hours	1544
School Lunch -10 months 191 days @ 7 hours	1337
Part- Time Monitors -10 months	

191 days @ 2 hours	382
Bus Mechanics -12 months 260 days @ 8 hours	2080
*Part- Time Monitors hired after July 1, 1977, shall work -10 months 180 days @ 2 hours	360

*Salary is indicated by Grade A/1 of the Compensation Grade Scale Effective July 1, 1977

2. Seniority. A seniority list shall be maintained by the District and be provided to the Association upon request.

a. Seniority shall remain in effect for each employee until:

(1). The resignation of the employee or termination of services.

(2). The employee is discharged and the discharge is upheld, or the non-compliance

with a recall to work following an employment release due to a reduction in the work force.

b. Seniority Accrual

Except as may otherwise be provided by the Civil Service Law covering reduction of work force in the competitive class, seniority shall accrue as follows:

As of July 1, 1977, employees hired who work less than one-half of the regular work hours per week for a given job title, as defined in Article VII.1 and Appendix 4, shall accrue no seniority.

c. Seniority by Classification

Seniority shall commence from an employee's first date of regular employment with the District. Such seniority shall be based upon continuous service in a classification with no lapse in service exceeding one year.

All non-paid leave time in excess of thirty days and all layoff time in excess of thirty days shall not be counted for seniority purposes.

3. Provisional Appointments.

Unit members may be provisionally appointed to Competitive Class bargaining unit positions in the Classified Service in accordance with New York State Civil Service Law.

4. Probationary Appointments

Each employee appointed to a permanent position in a competitive, non-competitive or labor class position under NYS Civil Service Law shall serve a six (6) month probationary period.

The District may extend the probationary period for up to an additional six (6) months, providing one (1) month notice of such extension to any such employee together with specific reasons for such extension and specific performance expectations.

Regular represented employees reassigned through the process of promotion to a higher class, to a newly-established position, or to a vacancy in another class, shall be subject to a ninety (90) working day probationary period on the new assignment. At the completion of the ninety (90) working day probationary period, the reassigned employee shall be appropriately appointed to the new classification if they have satisfactorily demonstrated to the District their ability to perform the duties of the new assignment, and they are qualified under the Civil Service Regulations. Should the employee fail to prove their ability to perform the duties of the new assignment, then the employee shall be returned to their former position without loss of rights.

5. Vacancies, New Jobs, Promotions and Temporary Assignments.

When a vacancy occurs in a particular classification, location or work shift, or an opportunity for promotion occurs, notice shall be delivered to the President of the Association. Notices shall also be posted by the District in each job location.

Represented employees desiring to be considered for the posted position shall file written request with the contact person listed on the vacancy posting within ten (10) work days of the posting date.

Merit and ability shall be the criterion for appointment to such position. Other factors being substantially equal, applicants from within the school district will be given first consideration and be given an interview upon request.

Represented employees deemed appropriate by the employer may be assigned to fill vacancies or be temporarily assigned to perform the duties of an employee on leave, or absent for another cause.

When a vacancy occurs, the vacated job may be temporarily filled by a member or members of the unit. However, in the event that a permanent assignment to the vacancy has not been made within ten (10) workdays, the unit member filling the vacancy shall

receive the contractual compensation for that job title. At no time will they receive a rate less than their current rate, excluding school monitors (noon hour aides). After such temporary out-of-title job assignment is made, the District agrees to continue such temporary appointment, with the employee receiving the contractual compensation for that job title after the ten workdays, until the vacancy is filled.

In the event an incumbent represented employee is absent from his position for a period exceeding ninety (90) calendar days, the replacement employee may become a permanent employee in the position, if they qualify under Civil Service Regulations and if mutually agreed by the absent incumbent employee and the employer. In the event no agreement is reached at the end of the ninety (90) calendar days, the incumbent employee remains on permanent status, and the entire process may be repeated at the conclusion of the next ninety (90) calendar day period. If no agreement is reached at this point, the employer will resolve the matter.

The posting and bidding provisions of this contract will be used in the filling of vacancies, except that the employer shall have the right to fill non-competitive positions and competitive positions where no Civil Service list is available with persons not currently in the employ of the school District.

6. Reduction, Bumping, Retreat, and Recall

a. Competitive

In the event of a reduction of work force, provisions of N.Y.S. Civil Service Law regarding bumping and retreat shall apply to the competitive class employees.

Employees shall be laid off in the inverse order of their seniority and be placed on a Civil Service preferred recall list, such list to remain in effect for four years, unless otherwise provided by the Civil Service Law. Once an employee is placed on a recall list, during the month of June each year, they shall notify the Assistant Superintendent for Business in writing of their intention to remain on said list. If the employee fails to so notify the Assistant Superintendent for Business, their name shall be deleted from the recall list and they shall be declared to have terminated their employment with the school district.

When an employee is required to move to another job title in a lower pay grade, in accordance with the procedures herein set forth, credit shall be given for the years of service in the grade from which they are being relocated and their former grades to ascertain their appropriate compensation on the compensation grade scale. In no case, however, shall the rate of pay be greater than that being paid in the displaced grade.

b. Non-Competitive

Non-competitive employees in job titles to which there is a direct line of promotion who are displaced, may displace employees in the same or next lower occupied title in

the same line of promotion who have the least seniority, but only if the displacing employees have greater seniority. Where displacement involves more than one position in a title, the order of displacement will be in the inverse of the original displacement. That is, the most senior employee shall be the first to displace, etc. If an employee refuses to displace the junior employee, they must be laid off. When the next lower title has been occupied by means of displacement, regardless of when displacement into the title occurred, the position is considered occupied for further displacement purposes by another displaced employee with requisite seniority.

Where no lower occupied position in direct line of promotion is available, a non-competitive employee may retreat back to the last permanently held civil service title and displace the most junior employee, if the employee who is retreating has greater seniority. If an employee refuses to displace a junior employee, they must be laid off.

If no position by bumping or retreat is available, an employee may be assigned any available position, which the Assistant Superintendent for Business deems the employee able to perform.

When an employee is required to move to another job title in a lower pay grade, in accordance with the procedures herein set forth, credit shall be given for the years of service in the grade from which they are being relocated and their former grades, to ascertain their appropriate compensation on the compensation grade scale. In no case, however, shall the rate of pay be greater than that being paid in the displaced grade.

Non-Competitive employees shall be laid off in the inverse order of their seniority and placed on a preferred recall list, such list to remain in effect for four years. Employees will be recalled in order of their seniority to the position formerly held, or to another position for which they may be qualified if the position held at the time of layoff is not available. Once an employee is placed on the recall list, during the month of June each year, they shall notify the Assistant Superintendent for Business in writing of their intention to remain on said list and current mailing address. If the employee fails to so notify the Assistant Superintendent for Business, their name shall be deleted from the recall list and they shall be declared to have terminated their employment with the school district.

c. Recall

Employees who are affected by reduction, bumping, retreat or relocation, shall receive at least fourteen (14) calendar days' notice, or earlier notice when the District knows the employee will be affected, and such notice can be given.

Recall of listed employees laid off by a reduction of work force shall be in order of their seniority from the seniority recall list. Notice of recall shall be by certified mail, return receipt requested, to the last known address.

An employee shall be dropped from the recall list and declared to have terminated their employment with the school district, if they do not respond to the employer within five (5) days after receipt of notice of recall or five (5) days of proof of non-delivery.

Any employee who refuses to return to work to a position for which they are qualified and which position pays at least 80% of their salary at the time of layoff, shall be declared to have terminated their employment with the school district.

d. Return to Rank

Any employee who is reduced in rank and compensation by the procedures herein set forth shall be placed on a promotion preferred list. Employees on this list shall have absolute priority for return to the prior rank and compensation without regard to the posting and bidding provisions for job openings set forth elsewhere in this Agreement.

e. Relocation - Work Site and Shift

Any employee who is displaced from his regular work site and/or shift, in complying with the procedures herein set forth, shall have one opportunity to be relocated to their former work site and/or shift should a vacancy occur and the employee has requisite seniority. Any employee so displaced shall have one opportunity to be reinstated to the regular work site and/or shift from which they were displaced when a vacancy reoccurs. An employee shall have either, but not both of the above opportunities.

f. Ten month employees who are not going to be offered a position for the following September will be so notified by June 30th.

7. Resignations

All non-instructional employees shall be required to give at least two (2) weeks' notice of their intention to terminate their employment with the school district.

8. Use of Part-Time Help

Subject to the limitations above, the employer may utilize part-time help as substitute for regular full-time employees, who may be absent, or to perform required services of an unanticipated nature, or to augment the regular working staff during peak demand periods.

9. Protection

It is agreed that in the event a represented employee pursuing his employment with the school district is involved in an occurrence which results in property damage or personal injury, the employee involved will, unless disabled, give immediate notice to his supervisor and thereafter file a written narrative report with the School District Clerk within five (5) calendar days of the occurrence, and provide such other information as is thereafter deemed appropriate by the school district.

10. Bomb Scares, Disasters and Emergencies

It is agreed that in the event of a bomb threat, disaster or emergency, represented employees shall not be required to remain in any area evacuated, in the interest of safety, unless agreed between an affected represented employee and the appropriate supervisor.

In the event particular premises of the school district are evacuated, represented employees shall remain available for reassignment to such other work as is deemed appropriate by the employer for the duration of the emergency situation.

The emergency preparedness plan, available in each facility, delineates

procedures to be followed in the event of a bomb scare, disaster or other emergency situation.

11. Uniforms

When uniforms are required by the school district, they will be provided at school district expense.

In such instance, uniforms and work clothes will be furnished and required to be worn by, all cafeteria, transportation and plant personnel on all days while on duty and schools are in session. Maintenance and laundry of the uniforms will be the responsibility of the employees. The plant maintenance mechanics will be furnished one pair of coveralls per year. Uniforms are not to be worn on days when employees do not render service.

12. School Calendar

The Superintendent will meet annually, prior to March 1, with a Committee, including two (2) members appointed by the Association, to study and review the existing school calendar and to make suggestions for the following year. Having received suggestions of the Committee, the Superintendent will confer with the Administrative staff, surrounding districts, BOCES and area private and parochial schools and will meet again with the Committee for further recommendations before preparing such recommendations to be submitted to the Board of Education for adoption.

13. Medical Examinations

Any unit member required to have a medical examination and/or chest x- ray as a requirement of their employment will have such examination performed by a school physician without charge. The dates and places of such examinations are to be made at the discretion of the school district, but if such examinations are held during working hours, employees will not suffer any loss of time. Should the examination be held outside the employee's workday, then he/she will be compensated one hour of regular pay. This last provision shall not apply to any applicants who are required to have a medical examination as part of the pre-employment process.

ARTICLE VIII - LEAVES AND ABSENCES

Eligible Employees

Employees hired after July 1, 1977, who work less than one-half of the full-time weekly hours as defined in ARTICLE VII.1.a, b, c, d, and e, or who are employed on a temporary basis for six months or less, shall accrue no leave rights hereunder.

1. Personal Illness and Family Illness

a. Regularly-employed personnel will be granted an annual sick leave allowance of one and one-quarter (1¼) days for each month of employment, summer months included if appointed as a 12-month employee, with unlimited accumulation,

without salary deduction.

- b. Sick leaves shall be taken in not less than one hour multiples.
- c. An accounting of sick leave and personal leave for the prior fiscal year will be given to all

employees no later than October 1st of the following year.

- d. Regularly-employed personnel may use up to five (5) days per year of their sick leave

annual entitlement for occasions of illness in the immediate family. Immediate family shall be defined as husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, or other members of the employee's household.

In the event an employee has used all five (5) days of this leave, extensions may be granted at the discretion of the Board of Education, including, should the Board specifically require, a physician's statement at the expense of the employer and with authorization to be provided by the employee. Any such extensions or additional time shall be deducted from sick leave and shall be conditioned on satisfactory performance of the employee.

2. Bereavement Leave

Regularly employed unit members will be granted an annual paid leave of up to five (5) days to be used in the event of death in the immediate family. Such days to be the first five work days for which the unit member is regularly scheduled for work which occur in the first seven calendar days following the death of the member of the immediate family. For example, the death occurs on a Friday and the unit member is scheduled to work the following Monday through Friday, then they can take the Monday through Friday as paid bereavement leave. If the death occurs on the Friday immediately before a recess period for which the unit member is not scheduled to work, then no paid bereavement leave is available. Such leave is not to be deducted from sick leave and is not to be cumulative. In the event any employee has used all five (5) days of this leave and other deaths occur in the immediate family, additional leave may be granted at the discretion of the Assistant Superintendent for Business. Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter, or other members of the employee's household.

3. Jury Duty and Court Appearance

- a. Regularly-employed personnel shall be granted time necessary to serve as required on Jury

Duty with payment of their regular salary for such service not to include money received as payment for jury duty for up to 10 days per contract year. Any additional time off shall be with payment of their regular salary, less the amount of money received as payment for jury duty, except in the case of unit personnel who receive a salary less than the

compensation provided by jury duty. In such cases, when compensation for jury duty is received, the employee shall reimburse the School District for salary received during the period of jury duty which shall be verified by the jury duty voucher.

b. Regularly-employed personnel subpoenaed to appear before a court or any agency with the power of subpoena shall be granted leave with pay for the necessary time. The subpoena, or its copy, must be presented to the Assistant Superintendent for Business. If the employee is a party to the proceeding, they may have leave without pay, in the event they have no available personal leave time remaining.

c. If jury duty or court appearance is cancelled, adjourned, postponed or not required for any reason for the full or partial day, the employee will telephone the department supervisor as soon as the employee knows of the change and arrange to report to work at the earliest time.

4. Personal Leave

Each employee at his/her own discretion, without submitting a reason to the employer, will be granted three (3) days of personal leave annually. Except in the case of emergency, the employee shall notify his/her supervisor five (5) days in advance of the leave date. Personal leave will not be used for the first or the last day of the school year, or the day immediately preceding or following a holiday or holiday period, except in the case of an emergency, as determined by the Assistant Superintendent for Business. No personal leave may be used in combination with unpaid leave to extend a recess period. No more than two personal leave days may be used consecutively except as allowed by the Assistant Superintendent for Business. Personal leave days will not be cumulative, will not be deducted from the employee's sick leave, and will be granted without salary deduction. Personal leave shall be taken in not less than one hour multiples.

One day of unused personal leave may be utilized, at the option of the employee, to participate in the sick leave bank in accordance with Section 13. Any unused personal leave not designated for the sick leave bank will be added to the employee's cumulative sick leave.

5. Childcare Leave

Childcare Leave shall be granted without pay for a period not to exceed one year from the commencement of leave.

6. Other Leaves

An employee shall be granted an extended leave of absence without loss of position for a period not to exceed six months for reasons of personal illness upon receipt of a written statement of a physician stating the need for same. In the discretion of the

employer, additional leave may be granted for personal illness. The leave referred to in this paragraph shall be without pay.

7. Return From Leave of Absence

Any employee on approved leave of absence in excess of one month shall notify their immediate supervisor of the date they intend to return to service 15 days before the termination of the leave, unless such leave of absence is a period exceeding four (4) months, in which case the employee shall notify their supervisor of their intention to return to service thirty (30) days before the expiration of leave.

8. Restoration of Benefits

All benefits to which the employee was entitled at the time their approved leave of absence commenced, including unused cumulative sick leave, shall be restored to the employee at the time of their return to employment.

9. Use of Paid Leave

In the event any employee uses paid leave for any purpose other than as defined in this contract, they will be subject to discipline, which may include loss of leave pay and suspension for an equivalent period of time, but not less than one day.

The immediate supervisor or the School District Assistant Superintendent for Business or his assistant shall confer with an employee where a claimed violation of the above paragraph occurs or where the use of leave appears excessive or abused. A report of the conference shall be filed with the Assistant Superintendent for Business for the employee's personnel file. The employee has the right to respond in writing. After said conference whenever a regular employee is absent from work for reason of illness on the day immediately preceding or following a holiday or holiday period, or for three (3) consecutive days or for frequent illnesses, the employee may be required to furnish a doctor's statement certifying as to the illness, whether their own or in their family, and any expenses for said doctor's statement will be paid by the employer, and the employee will provide any necessary authorization.

10. Emergency Days

When schools are closed due to inclement weather, clerical, custodial maintenance personnel and garage mechanics are expected to report to work. Cafeteria employees and bus drivers are not expected to report to work.

Full recognition exists that conditions severe enough to close schools will create hardships and danger for personnel coming to work. It is not the intention of the Board of Education or administration that the employees should jeopardize their personal safety. Efforts to report to work should be governed by good judgment and if the decision is made not to report to work, and such absence is not charged against any available personal leave day, there will be a loss of pay by the employee unless, at the discretion of

the department supervisor, the time the employee was absent from work is made up during the current pay period or the pay period immediately following.

If the Board declares a non-used snow day to be a day off, members of the bargaining unit who were required to be at work in accordance with the first paragraph of this provision, shall be given this day off with pay.

11. Absence Notification

If a regular employee fails to report to work at the beginning of the work period and fails to notify the employer that they will be absent or late, and if a substitute has been engaged to do their work, the regular employee will not work that day and will lose the day's pay. If the employee presents an acceptable reason, the time lost may be charged against any available personal leave, or if absence qualifies for any other type of leave, such leave will be granted if substantiated.

12. Absent Without Leave

An employee absent from work without authorization pursuant to the provisions herein contained or notification by the employee to the District for ten (10) or more consecutive work days shall be deemed to have resigned from their position if they have not provided a satisfactory explanation for such absence on or before the eleventh (11th) work day following the commencement of such unauthorized absence. This procedure shall be in lieu of the disciplinary procedures prescribed under this contract or by Civil Service Law. Any action taken pursuant to the provisions herein contained shall require notice to the employee by the District. Such notice shall be in the form of a registered letter to the last known address of the employee on file with the business office. This provision shall not apply to any employee on an authorized, unpaid leave.

13. Sick Leave Bank

A sick leave bank is hereby established for full-time employees who are physically disabled for an extended period during the school year.

Such bank shall be made up of personal leave days provided under Article VIII, paragraph 5, that remain unused by employees at the close of each school year.

In order to participate in the bank, employees must have at least one personal leave day remaining at the end of such school year. The bank shall thereafter be replenished by sick leave days as it may be diminished through use, up to the prescribed maximum of 200 days. Effective July 1, 2005 a compulsory lottery list of all participating members will be created in a random fashion as mutually determined by the Association and the District. As new members enter the program, their name will be added to the bottom of the list. On a routine basis (month of December) the number of hours needed to maintain the bank at the 1500 hours will be charged to members, at the rate of one day per member, on a rotating basis, using this list. Part-time employees may join the plan with an equivalent contribution of not less than four (4) hours to the bank.

The granting of such extended leave benefit shall be subject to the following conditions:

- a. The employee's accumulated sick leave is exhausted.
- b. The employee satisfies a five (5) unpaid working day waiting period after exhaustion of the accumulated sick leave.
- c. The employee provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician.

d. Individual withdrawals shall be limited to the equivalent number of accumulated sick leave days in the employee's account at the beginning of the school year during which the onset of the disability occurs.

The District reserves the right to withhold such extended leave benefit when:

e. The employee cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District.

f. The employee may qualify for disability retirement under either any public retirement system or social security.

14. Any ten-month employee, who is employed during the summer, can charge up to 2 days of leave for any valid reason currently provided in the contract. Said charge shall be against any accrued sick leave.

ARTICLE IX - HOLIDAYS AND VACATIONS

Holidays and Vacations - Eligible Employees

Employees hired after July 1, 1977, who work less than one-half of the full time weekly hours as defined in Article VII.1 (a), (b), (c), (d), and (e) or who are employed on a temporary basis for six months or less, shall accrue no rights hereunder.

1. Holidays

Regular 12-month unit members shall be granted 13 paid holidays which shall be mutually determined after the school calendar is developed. Regular 10 month unit members shall be granted the paid holidays on the schedule for the months they work. The holiday schedule shall be developed by the Association prior to June 1 and transmitted to the Assistant Superintendent for Business for approval.

Any service required to be performed on any one of the holidays listed in Appendix 3 shall be compensated for at the rate of 2 times the hourly rate paid the employee, and shall be paid at said rate in addition to their regular holiday pay, except as provided under Article VII.1.

2. Vacation

All regularly-employed 12-month personnel shall be granted vacation as follows:

a. During the first year of employment, employees shall earn paid vacation

time equal to one day for each month worked prior to June 30, which will become available for use by the employee on or after July 1st.

b. For each year of employment thereafter, each employee shall receive 12 days paid vacation for that year through the 7th year of employment.

c. An additional annual entitlement of five days of paid vacation shall be granted after the completion of seven years of employment.

d. An additional three days of paid vacation shall be granted after the completion of fifteen years of service.

e. Vacation days are to be taken at times mutually agreeable to the employee and the immediate supervisor. Vacation days are not cumulative.

f. Vacations should be taken during July and August following the year in which earned, or may be taken during a school recess period in the year following that in which the vacation was earned.

g. Employees are encouraged to take vacations in blocks of time of one week, unless the employee has accrued less than one week of vacation time. Exceptions may be made with the approval of the immediate supervisor. When exceptions are made, vacation time must be taken in full days.

h. A day of vacation will not be charged when a day observed as a holiday falls within the vacation period.

i. In the event that sickness, disability, or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the school year. If prolonged disability occurs prior to an employee's vacation and makes it impossible for the employee to take their vacation that year, they shall be allowed their normal vacation without curtailment of concurrent benefits.

j. Whenever a unit member employee, employed not less than six months voluntarily resigns, enters military service, is laid off because of lack of work, is discharged or is retired, they shall be entitled to their earned paid vacation at their regular rate.

k. If any vacation is taken beyond that granted under this policy, pay deduction will be made at the rate of 1/260 of a year's salary for 12 month employees covered by this Agreement for each extra vacation day.

l. Employees who have completed five (5) years of continuous service with the District may carry over up to five (5) days of unused vacation leave from one year to the next under the following conditions. The employee must notify the Assistant Superintendent for Business in writing no later than June 1st of the request to carry over unused vacation leave days and how many are requested. A maximum of five (5) days may be carried over from one year to the next. Any vacation days not used and not carried forward are lost.

3. Ten month clerical employees shall be entitled to two (2) paid holidays when school is not in session in addition to those scheduled during their ten-month period. These days shall be taken at times mutually agreeable to the employee and their immediate supervisor. These days are not cumulative.

ARTICLE X - COMPENSATION AND RELATED ITEMS

1. Compensation Rates

Effective July 1 of the school year hereinbelow stated, the salary schedules contained herein shall be increased as follows:

2008-2009	3.19% increase on the 2007-2008 salary schedules
2009-2010	3.31% increase on the 2008-2009 salary schedules
2010-2011	3.37% increase on the 2009-2010 salary schedules
2011-2012	4.02% increase on the 2010-2011 salary schedules

The salary schedules are attached as Appendix 5. In addition to the negotiated increases to the attached salary schedules, eligible employees shall receive incremental step and longevity increases.

2. Additional Pay

a. Inconvenience Pay

All unit personnel shall be entitled to the rate of \$75.00 per month if their normal workday schedule includes at least four hours between 6:00 pm and 6:00 am.

All full-time unit personnel shall be entitled to extra pay in any month in which they work over one-half the possible work days in that month.

All days absent from work on authorized paid leave shall be considered as days worked.

Eligible Unit personnel shall have inconvenience pay paid on a bi-weekly basis in accordance with the established pay calendar.

Part-time regular unit employees shall be granted the above pro-rated in accordance with the number of hours worked, compared with the number of hours required of a full-time employee. To be eligible, a part-time employee must work at least one-half of their regular daily schedule between 6:00 p.m. and 6:00 a.m.

b. Proctoring/Chaperone Duty

In the event that instructional staff are unavailable to cover a proctoring or chaperone duty related to student supervision, unit members may be requested to provide this service. The rate of compensation for this service is \$27.00 per hour.

c. An employee who is called in to work at the District's request at times other than the employee's regular work schedule, shall be paid a minimum of two (2) hours pay at the applicable rate of pay in accordance with Article VII.1 (f).

3. Overtime and Premium Pay

The regular workweek for regularly-employed personnel shall be as contained in the work schedule set forth in "general conditions of employment."

Overtime pay earned will be paid on a current basis. All full-time employees will be paid or granted compensatory time at the rate of time and one-half for time worked on any one day in excess of the normal full-time daily hour schedule. Compensatory time to be taken as per Article VII.1(i).

Overtime work shall be made available to members of the particular department on a rotating seniority basis. Only employees qualified to perform the overtime work at issue are eligible (e.g., operating machinery or vehicles). In the event no employee or an insufficient number of employees volunteer for overtime work, the District has the right to assign such work to the employee(s) first refusing the work so that the work is performed.

Any regular full-time unit member asked to perform additional limited duty other than their regular employment at a time other than during their regular working hours shall be paid at the rate of time and one-half for such services with said pay to accrue for the actual time worked, which shall be in increments of not less than fifteen (15) minutes, and shall be paid at the specified bargaining rate for the job performed.

4. Summer and Vacation Period Employment

Ten-month employees working during the summer and vacation periods of the school year will be compensated at the employees' 10-month rate of pay if the employment is in the same title as in their 10-month position. If not in the same employment title the District established rate will apply. It is expressly acknowledged that seniority will not be a consideration in filling summer positions. (Note reference to transportation practice in Article XII(7) in regard to rotating summer extra trips/assignments).

5. Mileage Reimbursement

In the event an employee is required to use their personal automobile for school district purposes, they shall be compensated at the maximum rate per mile allowable by the IRS and in effect on each July 1st during the term of this agreement.

6. Health Insurance and Retirement - Eligible Employees

a. Health Insurance

Any employee represented by the Association who is engaged in regular employment with the School District shall be considered an eligible employee for the benefits of the programs hereinbelow set forth as provided by law, or the specific program provided. Employees hired after July 1, 1977, who work less than one-half of the full-time weekly hours as defined in Article VII.1. (a), (b), (c), (d), and (e), or who are employed on a temporary basis for six months or less, shall not be eligible for health insurance coverage.

- (1). Employees may participate in either ParPlus, Secure Blue Preferred, or the Capital

District Physicians Health Plan. Effective July 1, 2005, for each plan offered by the District, the office co-pay will be \$15.00 if the plan is available, otherwise the co-pay will move to the next higher level available and the employer will pay an amount equal to eighty-eight percent (88%) of the individual premium. Effective July 1, 2008 the employer will pay an amount equal to eighty-seven and one-half percent (87.5%) of the premium for dependents; effective July 1, 2009 this shall become eighty-five percent (85%); and, effective July 1, 2011 this shall become eighty percent (80%) of the premium for dependents.

District will

Any indemnity or out of network benefit plan made available through the include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family per year.

Effective July 1, 2005 prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for generic drugs, \$15.00 for name-brand drugs on formulary, and \$30.00 for non-formulary name-brand drugs. The mail order drug program will be based on a contribution by the employee of \$10.00 for generic drugs, \$30.00 for name-brand drugs on formulary, and \$60.00 for non-formulary name-brand drugs. The Parties agree to a separate Drug Program under a pharmacy benefit management company.

Effective July 1, 2009, Par Plus shall no longer be available for employees. Effective July 1, 2008, or as soon thereafter as practicable, the parties agree to participate in the CDPHP EPO plan in place of the current CDPHP HMO plan. Should the cost of the insurance premium on this plan rise above the cost of the HMO at that point in time due to its experience rating, the Association may require the District to revert to the community rated HMO product offered through CDPHP at the next scheduled change date.

In the event that the Association requires the District to revert to the community rated HMO plan, the District will make members financially whole for any premium share or out of pocket expense that occurred beyond what would have been experienced under the CDPHP HMO plan currently in effect, from the date of the notice from the Association of its desire to switch plans to the effective date of the switch.

- (2). Employees retiring from the District under the NYS Retirement System and who have

at least fifteen (15) years of continuous qualifying employment in the District shall be eligible to receive the Health Insurance Coverage applicable to retirees. Employees retiring from the District under the NYS Retirement

System on or before June 30, 2008 will be eligible for this provision if they have at least ten (10) years of continuous qualifying employment in the district.

(3). The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1987.

(4). Dental Insurance - Effective July 1, 2008, the District will contribute \$180 per eligible individual plan or \$340 per eligible family plan towards a dental program under which an employee is required to contribute an amount at least equal to the District contribution, with said amount to be deducted from the employee's pay check. The Association agrees to administer the plan. The District's liability is restricted to the dollar contribution. This provision shall only apply to employees who are employed by the District on a half-time or more basis.

(5). The District shall provide and implement a full cafeteria plan under IRS code §125 with the district paying the administrative costs thereof. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, and allowable childcare expenses, etc., in before-tax dollars. Staff paid on a timesheet basis are not eligible to participate.

(6). Beginning with the 2009-2010 school year, the District will make available a fund in the amount of \$26,200.00, annually, to be used by the Association for ancillary insurance. This payment will be made in full by October 1st of each year.

(7). Any BCUEA member who applies for the Domestic Partner Benefit shall be required to certify, under oath, the existence of the domestic partner relationship through the Affidavit contained in Appendix "6" to maintain this benefit. This benefit shall only apply to the BCUEA member, his/her partner and any child of the BCUEA member, not a child or dependent of the BCUEA's member's partner.

b. Retirement

(1). All employees covered by this Agreement who are members of the New York State Retirement System shall be covered by the 1/50th "Non- contributory 25 Year Career Plan." (Section 759, N.Y.S. Retirement and Social Security Law)

(2). Tier I and Tier II employees covered by this Agreement who are members of the New York State Retirement System shall be covered by the "New Career Retirement Plan." (Section 75-I, N.Y.S. Retirement and Social Security Law)

c. Retirement Incentive

The following retirement incentive program will be instituted:

(1). Eligibility

- Employees who retire under the rules of the New York State Employees Retirement System with 15 years of full-time service in the Bethlehem Central School District shall be eligible for the incentive. Employees who retire under the rules of the New York State Employees Retirement System with 15 years of part-time and/or full-time service in the Bethlehem Central School District shall be eligible for the incentive hereinafter provided for at a pro-rata percentage based on their total district-wide part-time service or combination thereof.
- In addition, employees must give a written letter of retirement at least 6 months in advance of retirement on or before January 1, for an end of the year retirement date of June 30.

(2). Payment

- One-half of the payment shall be made on the first pay date following July 1st of the retirement date. The remaining half of the payment shall be made on the first pay date following January 1st.

(3). The retirement incentive shall be as follows:

Eligible employees as defined hereinabove shall receive the following flat dollar amount in addition to specified payment for unused accumulated sick leave as follows:

1st year of eligibility in NYS Employees Retirement System \$4,000.00
2nd year of eligibility in NYS Employees Retirement System \$4,000.00
3rd year of eligibility in NYS Employees Retirement System \$4,000.00

(4). In addition to the above incentive employee shall have the first 165 days of unused accumulated sick leave to supplement retirement service credit.

Thereafter, the cash value of unused accumulated sick leave days in excess of 165 days will be applied toward the cost of any contributory health insurance premium upon retirement at 25% of the employee's per diem rate at that time. This provision shall only apply to full-time

unit members employed at least half-time or more. The Parties agree to pro rate the above payment based upon full-time equivalency for part-time employees.

- (5). The parties agree that in the event the District elects to implement any New York State-provided early retirement incentive plan, this language shall be void for that particular school year.
- (6). For any purpose under this article, at the discretion of the Superintendent, a waiver may be granted on the basis of a written application regarding:
- a. The effective date of retirement.
 - b. Notice of retirement.
 - c. Retraction of a previously-submitted notice of retirement.

Such decision by the Superintendent is final and binding, non-grievable, and not subject to any review.

(7). Work Connected Disability Absences

- a. Absences due to work-connected disability will not be charged against the employee's sick leave accruals under the following conditions. Employees up to their fifth year of continuous service shall be provided with a single bank of sixty (60) work days from which they may charge absences due to work-related disability before their absence is charged against their sick leave accruals. Employees commencing their fifth year of continuous service with the District shall be provided with an additional bank of one hundred (100) work days from which they may charge absences due to work related disability before their absence is charged against their sick leave accruals. In each case, the bank of days are non-renewable. Any unused days from the initial bank of sixty days shall roll over to the next period.
- b. Once an employee has exhausted the bank of days, their absences due to work related disability shall be charged against any sick leave accruals they may have. Employees may also utilize the sick bank if they are a member and satisfy any requirements for participation in the sick bank. Any reimbursement from Worker's Compensation payments shall first be used to reimburse the sick bank. If the employee does not have sick leave accruals and is not eligible for the sick bank, then their pay shall cease and they shall only be entitled to retain any Worker's Compensation payments received.
- c. During the period in which the employee is using the bank of

days, any Worker's Compensation payments shall be provided directly to the District. During any period of time in which the employee is using their own accumulated sick leave, any Worker's Compensation payments shall be provided directly to the District with the employee's sick leave being reinstated on a pro-rated basis. For example, if an employee has used sixty work days of paid sick leave and the value of any payment received by the District from Worker's Compensation is equivalent to forty work days, then only forty sick leave days shall be reinstated to the employee.

d. If a case is controverted by the carrier of the Worker's Compensation Insurance, the employee's absences shall be charged against his/her accumulated sick leave until the work connection is established. When established, the used sick leave will be returned to the employee's credit and absences shall be administered in accordance with the above procedure.

e. The District may require physical examinations of the employee by physicians specializing in the field of the disability for the purpose of determining if the employee is capable of performing any work in the District.

(8). Rates for New Jobs

Salary rates for any new position within one of the several general employment categories represented by the Association, shall be established by the employer, using the compensation and grade charts from this Agreement as a guide for determining the salary.

Jobs created and filled for periods of six months or more shall be reviewed semi-annually by the District and Association to determine whether a recommendation is to be made to the Board of Education that the position be designated permanent, rather than temporary. Student employees are excluded.

(9). Advancement on the Salary Scale

For unit employees to advance to the next step on the salary scale on July 1, the date of their official appointment must be no later than the prior January 1 for 12-month employees, or the prior February 1 for 10-month employees. Any person whose official appointment date is later than those specified may advance to the next step of the salary scale on July 1 of the following year.

(10). Placement on Step When Upgrading

Employees shall be placed on a step on the salary schedule commensurate

with their years of service with the District if they continue in the same civil service title or who advance through the direct titles of promotion as determined by the Department of Civil Service. When an employee is reemployed in a title not in a direct line of promotion as determined by the Department of Civil Service, the employee will be placed on a step commensurate with their years of related experience at the District's sole discretion.

(11). Credit for Work Experience

New staff may not be appointed permanent employees at a rate below the first step or above the third step of the salary scale.

(12). In-service Training and Tuition Assistance

The Association and the Employer will meet to explore and implement in-service training programs for the mutual benefit of the parties hereto. The employer will bear the cost of such in-service programs provided.

It is the intention and expectation of the Employer and the Association that the represented employees will attend and participate in the in-service training programs in their respective fields of work.

(13). Continuing Education

The District shall provide employees with the opportunity to take continuing education classes approved by the Assistant Superintendent for Business and related to and enhancing job skills of employees and offered by the District at no cost to the employee.

ARTICLE XI - RESOLUTION OF DIFFERENCES

1. Grievance Procedure

The following is the grievance procedure established by the Board of Education and the Bethlehem Central United Employees Association of the Bethlehem Central School District:

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of employees through procedures by which the Board of Education and its non-instructional employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies or in the courts.

Except for disciplinary action, due process under Article V.2, where a represented employee elects to resolve a grievable issue by judicial or administrative proceedings other than the grievance procedure herein provided, then grievance proceedings, other than initiation of same shall be suspended pending the conclusion or termination of such other action or proceeding. Where a binding judicial or administrative determination on a grievable issue is made in such judicial or administrative proceeding other than the grievance procedure herein, the grievance procedure shall be deemed waived and concluded in accordance with the judicial or administrative determination made. Otherwise, nothing shall be deemed a waiver of the rights of grievance, should a represented employee elect to so proceed.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

It is agreed that if the school district receives a complaint that could negatively affect evaluation of job performance or the opportunity for advancement of an employee, the employee involved shall be advised of the complaint by the School District and be given an opportunity to confer with appropriate supervisory personnel about the complaint and make such response as the employee deems appropriate to protect their employee record.

2. Right of Grievance

A grievance proceeding may be initiated by a permanent employee or their representative. Every employee has the right to present their grievance personally or through their representative in accordance with the procedures established herein.

3. Definition of Grievance

Grievance shall mean a claimed violation, misinterpretation or inequitable application of the terms of this Agreement, or, upon completion of a six (6) month probationary period as provided herein, a claim by a represented employee that they have been reduced in rank, disciplined, discharged, or suffered a loss of compensation without just cause. In the event that such employee's probationary period has been extended as provided herein, the inclusion provided hereinabove shall be extended to coincide with the duration of the probationary period.

4. Procedures

a. All grievances shall be in writing on the standard form, a copy of which is attached hereto, and shall include the name and position of the aggrieved party, a general statement of the nature of the grievance and the redress sought by the aggrieved party. A grievance shall be signed by the aggrieved party or on behalf of the aggrieved party by an Association representative acting under the authority of the Association.

b. All decisions shall be in writing, dated, and signed at each Step of the grievance procedure. Each decision shall be transmitted to the employee, the Association and the Superintendent within three days of the date of decision.

c. If, in the opinion of the Association, a grievance affects a group of employees and appears to be associated with Department-wide or System-wide policy, it may be submitted by the Association directly at Step 2.

d. If a grievance is related to discharge or suspension, it shall commence at Step 1.

e. The Board of Education and the Association agree to facilitate any investigation which may be required concerning an alleged grievance.

f. An aggrieved party and any other party in interest shall have the right at all formal steps of the grievance procedure to present relevant information, including witnesses, and request relevant information from the other party reasonably necessary to facilitate review of the grievance.

g. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with a supervisor or any member of the administration and having the grievance informally settled without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that a grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, it shall not create a precedent or ruling binding on either of the parties to this Agreement in future proceedings.

h. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record, which consists of the written grievance, all exhibits, transcripts, communications, minutes and transcribed notes of testimony, written arguments and briefs and all written decisions. The Official Grievance Record shall be available for inspection by the aggrieved party, the Grievance Committee and the Board, but shall not be deemed a public record.

i. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

j. If a decision at one step is not appealed to the next step of the procedure within the time specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

k. The parties agree to abide in good faith to the final determination under this procedure.

l. A grievance shall be deemed waived unless it is submitted within thirty days (30) after the aggrieved party knew or should reasonably have known of the events or conditions on which it is based.

5. Four-Step Grievance Procedure

Step 1

An employee must first present their grievance to their department supervisor. Although the employee is free to informally discuss the grievance with their department supervisor consistent with Section 4(g) above, it is the filing of a written grievance with triggers the grievance process. The aggrieved or their Association representative shall set forth their grievance fully in writing, signed, and filed with the Department Supervisor. Once a grievance has been filed in writing with the department supervisor, the supervisor shall

provide for a complete review and decision within five (5) days. If the grievance is not satisfactorily determined, the employee or Association may appeal to Step 2 within five (5) days.

Step 2

The aggrieved or their representative shall set forth their grievance fully in writing, signed and filed with the department supervisor and the Assistant Superintendent for Business, as shown on the schedule attached.

The Assistant Superintendent for Business shall investigate all matters relating to the grievance and conduct a hearing within ten (10) days after receipt of the appeal. All parties shall cooperate with the investigation and work for a satisfactory solution. The decision shall be given in writing within thirty (30) days after the hearing. Signed copies of the decision shall be given to all parties.

Step 3

If the grievant feels the decision at the conclusion of step 2 is not satisfactory, the grievant may submit the grievance to the Grievance Committee for its consideration for a Step 3 hearing. If the Grievance Committee decides that the employee has a grievance of merit, it shall within 15 days of receiving the decision at Step 2, appeal in writing to the Board of Education. Upon receipt of such appeal, the Board shall conduct a hearing within thirty (30) days of the regular Board meeting following receipt of the appeal. The decision of the Board of Education shall be written and shall be communicated to the parties within fifteen (15) days from the date of the hearing or the receipt of the transcript of the hearing, if one is taken, and copies of the decision will be filed with the other records of the proceeding.

Step 4

If the grievant feels that the decision at the conclusion of Step 3 is not satisfactory, the grievant may submit the grievance to the Grievance Committee of the Association for its consideration for arbitration. If the Grievance Committee decides that the employee has a grievance of merit, it shall, within fifteen (15) days after receiving the written decision from Step 3 file a written demand for arbitration with Superintendent of Schools. The parties agree to utilize a panel of arbitrators which shall include Tom Hines, Dennis Campagna, and Jeffrey Selchick. The parties shall rotate the above mentioned arbitrators, unless they mutually agree to go out of order and choose another one of the arbitrators. The parties may mutually agree to amend this list at any time in writing and may agree to submit a particular grievance to any mutually acceptable arbitrator, even if said arbitrator does not appear on this list. The American Arbitration Association Voluntary Labor Arbitration Rules shall be followed in any arbitration, unless mutually agreed otherwise. The decision of the arbitrator shall be final and binding on all parties involved.

6. Expenses

The parties shall share equally the costs of arbitration and the costs of two copies of any hearing transcripts at Step 3, and three copies at Step 4.

7. Discipline, Suspension and Discharge

a. The employer may discipline, reprimand, discharge or reduce an employee in rank or compensation, or deprive him of any advantage, subject to review as provided for under the grievance procedure provided herein. All rights arising under this provision shall apply upon completion of a probationary period as provided in Article VII, Section 4.

b. The parties agree that such review procedure in arbitration hereunder shall be the sole and exclusive due process remedy available to employees for any disciplinary action taken by the District. Such limitation is a specific waiver of Sections 75 and 76 of the CSL only.

c. Transfers between work sites and work assignments will not be presumed subject to the disciplinary procedure provided herein. If an employee claims that such transfer constitutes improper discipline, the burden of proof shall rest with the employee.

d. The forms of disciplinary action shall be limited to oral reprimand, written reprimand, suspension, discharge or as further provided above. If an employee is reprimanded, it shall be done in a manner that is not intended to embarrass the employee.

e. When an employee is suspended or discharged, written notice shall be forwarded to the employee. Permanent employees shall also receive written notice of the cause of suspension or discharge.

f. If the employee is reinstated, compensation and other rights shall be determined by the body or tribunal making the determination directing reinstatement and if the determination is not complete with regard to such rights, the parties shall meet to determine the conditions of reinstatement.

ARTICLE XII - TRANSPORTATION

1. Bidding - Bidding for bus runs shall be in accordance with the following procedures and conditions.

a. The District has the right and discretion to establish what runs exist and how they are configured (e.g., what partial runs may be joined to form a single bus run);

b. There shall be two bidding opportunities per year.

(1). The first bidding opportunity shall be at the beginning of the school year (i.e., before the first day of school). At this time, all bus runs are open to bid by all

drivers based on seniority. Similarly, all bus attendant runs are open to bid by all bus attendants based on seniority. The School District will schedule a day for orientation, mandated safety refresher course, and route bidding each year. Should this day occur prior to Labor Day, it will be scheduled during the week prior to Labor Day and members of the Transportation Department shall be notified of that date no later than June 15th of that year. Each bargaining unit member who is required to attend and who is not otherwise already scheduled to work that day will be paid time and one-half for actual hours of attendance that day. In such instances, Labor Day will not be paid out as a holiday. Should the selected day fall after Labor Day, the affected unit members would experience normal compensation rates.

- (2). The second bidding opportunity shall occur in January. At that time, only those runs which are vacant (i.e., unencumbered and filled by a substitute) plus any runs which have changed in length by 31 minutes or more per day, are available for bidding. Such runs shall be bid by seniority until all runs are filled. A bus driver or bus attendant can only bid on a run which would result in a monetary gain to that bus driver or bus attendant (i.e., no lateral moves).

c. In the event a bus driver or bus attendant resigns, retires, or otherwise leaves employment after the initial bidding at the beginning of the year, such assignment will be filled on a temporary basis by a driver or attendant determined by the Supervisor of Transportation until the January bidding when such assignment shall be bid by seniority. In the event a bus driver or bus attendant resigns, retires, or otherwise leaves employment after the January bidding, such assignment will be filled on a temporary basis by a driver or attendant determined by the Supervisor of Transportation until the next bidding at the commencement of the next school year.

2. Drivers shall receive a minimum of two (2) hours pay at the appropriate rate for trips driven outside their regular daily runs, excluding late runs. If a driver reports for an assigned trip which is cancelled, the driver shall receive two hours pay at the applicable rate unless additional time is authorized by the Supervisor of Transportation. When trips originate prior to the end of the regular day, a full-time driver shall be compensated at his overtime rate for the actual hours in excess of his eight-hour daily schedule. When the trip involves a second full-time driver, the second full-time driver shall be paid at time and one-half (1-1/2) his rate from the end of his workday until the end of his overtime trip.

(a) Late runs shall be programmed by the Supervisor of Transportation as required. Full-time drivers will be paid at the time of one and one-half rate for hours spent on the late runs in the excess of the eight hour normal day, Route time for late runs shall be averaged and pay

computed accordingly.

(b) On regular workdays of a week when school is recessed and Bethlehem student bussing is needed, it shall be on a voluntary basis and at the regular hourly rate. Such trips shall be assigned on a seniority basis, with each volunteer assigned at least one trip. If there are more trips than volunteers, such assignment shall be made again by seniority, until available trips are filled.

(c) Bus drivers who are employed during the recess weeks shall receive overtime only in accord with Article VII.1.f. of the contract.

3. Part-time drivers shall have a minimum of two (2) hours for call-backs. This minimum does not apply if the part-time driver is merely continuing existing runs.

4. Transportation vehicles operated by the District's Transportation Department shall be operated by Transportation Department personnel.

5. The District will reimburse incumbent drivers for the actual cost of acquiring and maintaining their commercial driver's license. This provision shall apply to new employees after they have completed their first year of employment.

6. Drivers and bus monitors working during the summer and vacation periods of the school year shall be compensated based upon their regular contractual rate in accordance with Article X(4) - Summer and Vacation Period Employment.

7. Extra Trips

a. All extra trip assignments shall be posted at least one day in advance of the day of its performance where there is advance notice to the Supervisor of Transportation or designee. Any extra trip assignment not posted at least one day in advance of the day of its performance shall not deprive a driver of a turn if he cannot meet the schedule. A driver will lose the turn for any extra trip assignments posted a day in advance which is refused or when the driver is absent. Any extra trip accepted by a driver with less than 24-hour notice will be counted as a trip on the regular trip rotation list.

Any driver "booking off" or refusing to accept three (3) consecutive extra trip assignments offered in accordance with this article shall have his/her name removed from the extra trip rotation list and remain ineligible for the remainder of that school year in which the three (3) consecutive refusals occurred. Any exceptions to this rule will be jointly determined by the Supervisor of Transportation and a BCUEA representative.

b. The Supervisor of Transportation shall determine and designate whether an extra run is one-way (i.e., it consists solely as a trip to or trip from a destination without the driver remaining) or roundtrip (i.e., the same driver takes the bus to and from the destination and waits for the students while at the destination).

c. If the extra trip is one-way to a destination, a regular driver is not eligible for that assignment if it conflicts with the driver's regular run (e.g., afternoon student run).

- d. Regular drivers are eligible for assignment to one-way extra trips returning from a destination on a rotating seniority basis.

- e. Regular drivers are eligible for assignment to extra round trips on a rotating seniority basis even if part of the extra round trip conflicts with the driver's regular run as determined in Section 7(b).
 - f. Effective for the 2008-2009 school year and beyond, a pool of drivers consisting of 35 drivers (full-time then part-time by seniority) shall be established each year from which those extra trips which return after 4:00p.m. (i.e., one-way return trips and weekend trips) are assigned on a rotating seniority basis.
 - g. The Supervisor of Transportation will prepare and post separate seniority lists of bus drivers for the purpose of rotating extra trip assignments and assignments when Bethlehem schools are not in session and other schools are in session.
 - h. Field trips and other extra trips during the regular school day will be rotated among part-time bus drivers (who are not on the list of drivers described in Section 7(f)) in accordance with Section 7(a) of this article.
 - i. Athletic or other trips returning after four o'clock (4:00p.m.) during the regular school week, and during weekends and holidays, will normally be rotated among full-time and part-time bus drivers in accordance with Section 7(f) above of this Article. However, when, in the sole determination of the Transportation Supervisor, district drivers or buses are not available to handle an athletic or other trip on a round-trip basis, or to handle the entire group going on the trip, the Transportation Supervisor may arrange for contracted transportation services to and from the athletic or other trips on a round-trip basis.
 - j. Except on the first workday of the school year, any additional time worked by a driver, which exceeds his/her regular work assignment will be additionally compensated.
 - k. Notwithstanding any provision to the contrary, the District shall have the right to include on any rotation list for extra trip assignments all full-time and part-time drivers. Staff other than school bus driver (e.g., dispatcher, 19A Head Trainer) shall not be placed on any such extra trip assignment list
 - l. For purposes of this Article, "extra trip assignments" shall not be interpreted to apply to drivers' meetings, mid-day runs during examination weeks and early dismissals.
8. Monthly safety meetings where the District provides a cancellation notice via bulletin board with more than 24 hours notice, the employees shall receive no extra compensation. When monthly safety meetings are cancelled with less than 24 hours notice, employees

will be compensated one and one-half hours pay at the employees regular hourly rate.

9. The regular, but less than twelve month employees, will be offered prior consideration for employment during the summer months with compensation in accordance with the nature of the summer employment. The parties agree to continue the practice of rotating summer extra trips/assignments based upon seniority from among those drivers who indicate an interest in summer extra trips/assignments on a sign-up sheet posted in June for a minimum of ten working days.

10. Automotive Mechanic Tool Allowance: \$200 per year subject to approval of supervisor. District to continue repair or replacement of tools not covered under warranty.

11. The parties agree to discuss the application of seniority rights as they pertain to reduction in force among bus drivers in the transportation department, including the order of lay-off, bumping, retreat, and recall, particularly with respect to aggregated seniority among all bus driver classifications and/or discrete seniority within individual bus driver classifications.

12. Video Cameras - The District has the right to install and use video cameras on District buses. Video from such cameras will not be used for routine evaluation purposes of employees by the District but may be used for disciplinary purposes.

ARTICLE XIII -GENERAL PROVISIONS

1. Contract Statements

a. This contract constitutes the full and complete Agreement between both parties, and it may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by an instrument in writing signed by the duly authorized representatives of the respective parties.

b. This contract supersedes any rules, regulations, or practices of the Board or Association which shall be contrary to or inconsistent with its terms. The provisions of this Agreement are incorporated into and are considered part of the established policies of the Board.

c. The Board of Education agrees to include in the proposed budget submitted to the electorate all moneys necessary for the implementation of this Agreement.

d. The Employer may issue and post rules affecting each of the several departments within the school district.

e. Except in case of emergency, when the Employer intends to make a change, which substantially affects working conditions of represented employees, the Association will receive two days prior notice and be provided the opportunity to confer with the Employer regarding such changes. If an emergency occurs which mandates an immediate change, such change shall be effected with notification to the Association and a conference, if requested, to follow.

2. Savings Clause

The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Law. If any provisions of this Agreement or any application of the Agreement shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions of applications will continue in full force and effect.

ARTICLE XIV

CONTRACT SIGNATURES:

ASSOCIATION:

By: _____
Robert L. Wagner, President

By: _____
Lynn Sherich
Negotiating Committee

By: _____
Dennis Lenhardt
Negotiating Committee

By: _____
Fran Coccozza
Negotiating Committee

By: _____
Janice Siniski
Negotiating Committee

Date: _____

BOARD OF EDUCATION:

By: _____
James W. Lytle, President

By: _____
Dr. Michael Tebbano
Superintendent of Schools

Date: _____

GLOSSARY OF TERMS

GENERAL TERMS

DISTRICT - Bethlehem Central School District of the Towns of Bethlehem and New Scotland.

BOARD - The Board of Education of the School District.

SUPERINTENDENT - The Chief Executive Officer of the District.

ASSISTANT SUPERINTENDENT FOR BUSINESS - The official in charge of School District Business Operations.

EMPLOYER - Board of Education of the District.

EMPLOYEE - BCUEA Unit Personnel as defined by Article I.

ASSOCIATION - The Bethlehem Central United Employees Association (BCUEA).

SUPERVISOR - Any supervising officer or director.

DEPARTMENTS - Transportation, Food Service, Clerical, Custodial and Maintenance, and School Monitor Departments.

FIRST DAY OF THE SCHOOL YEAR - The first day that all students are scheduled to report to the school prior to summer vacation.

LAST DAY OF THE SCHOOL YEAR - The last day that students are scheduled to report to the school prior to summer vacation.

GRIEVANCE TERMS

GRIEVANCE COMMITTEE - BCUEA appointed committee for grievance.

AGGRIEVED PARTY - Person or group of persons filing a grievance.

PARTY OF INTEREST - Grievance committee, party filing a grievance, party named in a grievance, Board of Education, Superintendent and Supervisor.

EMPLOYEES REPRESENTATIVE - Grievance Committee, or persons selected to represent an employee.

HEARING OFFICER - Individual or Board with duty to render decisions.

INFORMAL PROCEEDINGS - First step of grievance procedure.

FORMAL PROCEEDINGS - Steps following Step I of grievance procedure.

DAYS - Working days for twelve month office employees.

APPENDIX 2

BETHLEHEM CENTRAL SCHOOL DISTRICT
90 Adams Place
Delmar, New York 12054

Name of Grievant: _____ Date of Filing: _____

Position: _____ School: _____

GRIEVANCE:

Location of: _____

Date: _____ Time: _____

Provision of Master Agreement or School Policy Allegedly Violated:

Statement of Grievance and Party Responsible:

SUPPORTING INFORMATION

Information and documents accompanying grievance are to be labeled Appendix A, B, C, etc., and listed below:

Appendices
A _____
B _____
C _____

ACTION REQUESTED:

Signature of Complainant _____

Grievance Representative _____

BETHLEHEM CENTRAL SCHOOL DISTRICT

NON-INSTRUCTIONAL EMPLOYEES HOLIDAY SCHEDULE

INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING RECESS (2 days)
CHRISTMAS (2 days)
NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENTS' BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY

APPENDIX 4

Alphabetical listing of BCUEA represented non-instructional job titles assigned by Albany County Civil Service with local titles and grade classifications.

<u>TITLE</u>	<u>GRADE</u>
Automotive Mechanic	11
Automotive Mechanic Helper	7
Building Maintenance Helper	7
Building Maintenance Person	9
Building Maintenance Mechanic	11
Building & Grounds Maintenance Supervisor	14
**Bus Driver	6
* Bus Monitor (Attendant)	A/1
Cleaner (Matron)	4
Clerical Assistant	5
Cook	B-1
Cook û Manager I	F
Custodian	9
Custodial Worker	7
Electrician	11
Food Service Helper	B
Food Service Helper (half-time)	C
Groundsman	7
Head Bus Driver	14
Head Custodian	11
Head Custodian I	11-1
Head Trainer, 19-A	6
Laundry Worker	7
Maintenance Foreman	14
**Mini-Bus Operator	2
Motor Vehicle Operator	7
Oil Burner Serviceman I (max. of 1 year)	9
Oil Burner Serviceman II	11
Principal Clerk	12
Principal Stenographer	12
School Bus Garage Dispatcher	6
**School Chauffeur (Station Wagon Driver)	1
* School Monitor (Noon Hour Aide)	A or A/1
School Monitor (Full Time 10 Month)	3-1
School Monitor (Full Time 12 Month)	3
Senior Library Typist	7
Senior Stenographer	9
Senior Typist	7
Stenographer	5
Technology Aide	7-1

Technology Specialist	9-1
Telephone Operator	4
Typist	3

* Effective May 4, 2005, Grade A and A/1 are eliminated. Grades A and A/1 will be maintained for incumbent in current position on or before May 4, 2005, but all prospective appointments to Bus Monitor (Attendant) and School Monitor (Noon Hour Aide) positions will be at Grade 3-1. Members of the unit occupying one of the four sub-classification areas within the title of School Monitor (e.g., Bus Monitor (Attendant), Noon Hour Aide) whom are grandfathered in Grades A and A/1 and who are reassigned within the same sub-classification area, shall not forfeit their grandfathered status in Grades A or A/1.

** The three levels of driver rates (Bus Driver Grade 6, Mini-Bus Operator Grade 2, and School Chauffeur (Station Wagon Driver) Grade 1) shall be merged into a single pay grade of bus driver as follows: Grade 1 is merged with Grade 2 effective July 1, 2008 and Grade 2 is then merged with Grade 6 effective July 1, 2009 resulting in a single Grade 6 for all bus drivers as of that date.