

MEMORANDUM OF AGREEMENT
by and between
BETHLEHEM CENTRAL UNITED EMPLOYEES ASSOCIATION, NYSUT, NEA, AFT, AFL-
CIO (“ASSOCIATION”)
and
BETHLEHEM CENTRAL SCHOOL DISTRICT
(“DISTRICT”)

January __, 2018

The Bethlehem Central United Employees Association, NYSUT, NEA, AFT, AFL-CIO (“Association”) and the Bethlehem Central School District (“District”) hereby enter into the following Memorandum of Agreement to amend the 2013 – 2018 collective bargaining agreement (“Agreement”) between the parties. The terms of this Memorandum shall amend the prior collective bargaining agreement and shall be incorporated into a new agreement from July 1, 2018 through June 30, 2023. Any Articles, Sections or portions of the 2013 – 2018 Agreement not altered or amended shall continue and be incorporated into the successor Agreement unchanged. The parties understand and agree that the terms of this Memorandum of Agreement shall not be effective unless and until they are approved by the Board of Education of the District and ratified by the Association.

1. Article V, Association Rights and Privileges

Paragraph 6. The Association will provide a camera-ready copy of the finalized Agreement to the Board who will then provide ~~400~~500 copies of the Agreement in booklet form to the Association.

Add new language:

Paragraph 12. Prior to school opening for students, the Association will be allowed space and opportunity to conduct an Association meeting.

2. Article VI, paragraph 1, Dues Deductions (p. 3-4)

Delete the sample of the deductions forms, with amended language as follows:
The District agrees upon the written authorization of the Association, to deduct

the dues for the Association from their members' salaries, and to transmit such dues to NYSUT and/or BCUEA within thirty (30) days of deduction, in the format as mutually agreed upon.

The parties agree to reopen negotiations if the Association loses the right to collect agency shop fees based on a decision by the United States Supreme Court.

3. Article VI, paragraph 7, Dues Deductions (p. 4)

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 and dental insurance, repayment of employee loans to retirement systems, United Way ~~Fund~~ pledges, individual adjustments for withholding tax, tax sheltered annuities, NYSUT/NEA/AFT member benefit programs, VOTE/COPE, flexible spending plans, and credit union.

4. Article VII, General Conditions of Employment

- a. Paragraph 1 – new clause between existing d and e:
All 10-month staff, including non-benefit eligible staff, are expected to work on all student attendance days, except for accepted reasons under Article VIII. Should an employee be absent, the standard process for reporting absences should be followed.

- b. Paragraph 1.h, Compensatory Time: The district retains the right to approve both the earning of compensatory time and when it is used, to be used at times agreeable to the employee and his immediate supervisor. The maximum compensatory time balance that may be accrued by 10 and 12-month employees is three (3) days. The maximum compensatory time balance that may be accrued by 215-day staff is ten (10) days, excluding any days that may be credited pursuant to paragraph 1.a.i. Thereafter, any extra time worked must be paid out at the appropriate rate. 12-month staff may carry-forward any compensatory balances remaining on June 30. 215-day staff must use all compensatory time within the fiscal year, on days mutually agreed to with their immediate supervisor. Other 10-month staff

will be paid the compensatory time at the end of the school year if not used by the end of the school year.

~~Delete existing language: 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.~~

- c. New section, paragraph 1.b.4: Establishing Call Lists for Alarms Drops and Other Emergent Matters: The District will annually solicit interest from maintenance staff who wish to be on the emergency call list. Emergency calls require an immediate response, therefore eligible employees must be able to arrive at the response scene within 15 minutes of the call, from the employee's home (as per Google Maps). The District will assign interested and eligible employees to a building-specific call list that is provided to the alarm company and to the police. Employees will be assigned to building(s), in an order that is anticipated to evenly distribute the unplanned work; however, because of the unknown number of calls to each building, there is no expectation that extra work will be assigned solely by seniority. The calls from the alarm company or the police will be made in the order of assignment to the building list, and calls will continue to be made until an employee answers the call and indicates they are responding.

- d. Paragraph 1.a., new sub-paragraph 1, to insert language per MOA: The 260 and 215 day titles will have an annual reconciliation of work days. After the official district calendar is adopted by the Board of Education in each year **for the following school year and prior to June 30**, employees will be credited with comp time for any scheduled work days beyond the number reflected for their position in Appendices 5 and 6 **for the following school year**. For 10-month employees with 215 days the work days shall be counted between September 1 and June 30. For 12-month 260 day work day staff the days shall be counted between July 1 and June 30. Such comp time will be used during the school year in which it is credited at a time mutually agreed upon between the employee and supervisor. Notice of the resulting comp time, if any, per the annual review, will be provided to the President of the association by the Chief Business and Financial Officer.

5A. Article VII, Paragraph 4, Probationary Appointments (p. 4)

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)~~ nine (9) month probationary period.

The District may extend the probationary period for up to an additional ~~six (6)~~ three (3) months, providing one month notice of such extension to any such employee together with specific reasons for such extension as specific performance expectations.

5B. Article VII, section 5, modified as per January 29, 2018 MOA:

~~6th paragraph deleted in its entirety: 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 not agreement is reached at this point, the employer will resolve the matter.~~

Other than as specified below or in Article XII, vacancies will be posted regardless of when they occur in the year. For 10-month School Monitor (Aides to Students with Disabilities) positions (ASWD's), if the vacancy occurs with fewer than five (5) months remaining between the appointment date and the end of the school year, the person filling the vacancy will be appointed to a temporary assignment, with a specified beginning and ending date. However, if the vacancy occurs on or after May 1st, the posting will be for a position that begins in the new school year. For ASWD's, if the person receiving the appointment has been continuously serving in the same student/classroom assignment while the student's needs were being evaluated, then the step to which they are appointed will be made retroactively, to the 61st day serving in the position.

6. Article VII, paragraph 11, Uniforms

The parties agree to move this paragraph from Article VII to Article XII, paragraph 10, to combine with tool allowance language:

Bus Mechanics shall be entitled to up to a ~~\$150~~ \$200 reimbursement every two years, for OSHA-compliant work shoes, upon providing receipts to the Business Office.

7. Article VII, paragraph 12, School Calendar (p. 10)

Employees are expected to attend any training scheduled for their position on Superintendent conference days. Employees will be paid for any training that exceeds their contracted work days. The District will provide at least 60 days notice prior to the training.

8. Article VII, paragraph 13, Medical Exams (p. 13)

The parties agree to move this paragraph from Article VII to Article XII, and modify it as described in #43.

9. Article VIII, section 1, Personal Illness and Family Illness (p. 10-11)

Effective July 1, 2018, regularly employed personnel hired into a benefit-eligible position on or after July 1, 2018 will be credited with three (3) days of sick leave upon appointment. Beginning in the seventh month of employment and thereafter, employees will be credited with one and a quarter (1-1/4) days per month.

Regularly employed personnel hired into a benefit-eligible position prior to July 1, 2018 will be credited with one (1) and a quarter (1/4) sick days per month.

10. Article VIII, Leaves and Absences, Page 10, 1.b. – Sick leave may be taken in not less than ~~one hour~~ 15-minute increments.

11. Article VIII, Leaves and Absences, Page 11, 1.d.:

Regularly employed personnel may use up to ~~ten (10)~~ fifteen (15) days per year of their annual sick leave entitlement for occasions of illness in the immediate family. “Immediate family” is defined as husband, wife, mother, mother-in-law, step-mother, father, father-in-law, step-father, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandmother, grandfather, grandchildren, any relative living as a member of an employee’s household, or any other person with

whom the employee has developed an immediate family-like obligation due to established past personal relationships. The expansion of the definition of “immediate family” will sunset as of June 30, 2023, reverting to the language in the 2013-2017 agreement, unless there is written agreement otherwise.

In the event an employee has used all ~~ten (10)~~ fifteen (15) days of this family sick leave, extensions may be granted at the discretion of the ~~Board of Education~~ CBFO, including, should the ~~Board~~ CBFO 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.

12. Article VIII, Leaves and Absences, new section 1.e. – In accordance with the Federal Family and Medical Leave Act requirements, an employee will be required to provide medical documentation for any illness that causes them to be absent for three or more consecutive days, or for a chronic condition requiring intermittent leave.

13. Article VIII, Leaves and Absences, section 4.a.:

a. 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 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 Chief Business and Financial Officer. During the month of June, 10-month staff may not use personal time at times where students are in attendance without an approved written request to the CBFO. Such requests are intended to address important and infrequent family events. The CBFO may request information to prove the need for such a request. Such decisions by the CBFO are non-grievable.

Personal leave may be used on the last day of the school year, if students are not in attendance, and as may be allowed by their Building Principal (or departmental supervisor), subject to the overall staffing needs of their department. Personal time may only be used on days that are before or after a “non-holiday” weekday

that school is not in session, with the approval of his/her supervisor, subject to staffing availability. While approvals will not be unreasonably withheld, should a supervisor decline the request, said decision will be grievable, but not arbitrable.

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 Chief Business and Financial Officer. 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.

Any exceptions to the contractual restrictions on the use of personal days as written herein will be made on a case-by-case basis as determined by the CBFO. Decisions on any exceptions are non-grievable. The practice of "one-time waivers" is discontinued and any past one-time waivers will have no future effect.

14. Article VIII, section 4, Personal Leave (p. 12), new section 4.c.

Any staff requesting time off for religious holidays, shall be granted by the District, and charged to personal time, if available, or unpaid, if personal leave is not available.

15. Article VIII, section 6, Other Leaves (p. 12)

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.

At the District's discretion, the District may grant personal leave for non-FMLA-eligible purpose. Such leave will not be granted for outside employment. The district may grant such leave upon written request from employee to CBFO. Ten-month staff are limited to a one-semester leave and 12-month staff are limited to six (6) months leave. Decisions will be non-grievable.

16. Article VIII, section 13, Sick Leave Bank (p. 13)

Should sick leave or sick leave bank extend beyond 10-months (or 12-months for 260-day staff), the District may require additional medical documentation for approval.

17. Article VIII, paragraph 10, Emergency Days

When schools are closed due to inclement weather, clerical, custodial and maintenance personnel, technology personnel, and garage mechanics are expected to report to work. Cafeteria employees, school monitors, and bus drivers are not expected to report to work. On full day closures, pre-approved personal time, FMLA, or sick time requests will not be charged against an employee's leave accruals.

~~Ten month clerical employees may use one additional day for the first full snow day closure without charge to leave credits. There shall be no carryover or accumulation of such day.~~ On full day closures, or if the District releases staff early, the Superintendent, at his/her sole discretion, will specify a time for district staff to report, or to leave, that is different than the normal times, resulting in a shorter work day. In those circumstances, such time off shall be paid without charge to available leave accruals. This clause will sunset on June 30, 2023, unless the parties mutually agree otherwise.

18. Article VIII, paragraph 2, Bereavement Leave

Updated definition of immediate family members, added to the end of the existing paragraph:

“ ... or other person with whom the employee has developed a family like obligation due to past personal relationships. The Superintendent, in his/her sole discretion, will determine whether the “family-like-obligation” cited by the employee qualifies them for use of bereavement time, and such decision shall be non-grievable. The expansion of the definition of “immediate family” will sunset as of June 30, 2023, reverting to the language in the prior contract, unless mutually agreed to continue the expanded language.”

19. Article VIII, paragraph 14, Summer Leave for 10-month Staff (p. 14)

Any 10-month employee, who is employed during the summer, is expected to work all scheduled session days. The employee can charge up to one (1) ~~two (2)~~ days of leave for any valid reason currently provided in the contract. Said charge shall be against any accrued sick leave. Employees must request the time off from their supervisor in advance, unless the reason is for unexpected illness or an emergency. Supervisors may deny an advance request if sufficient staff are not available to fulfill program requirements.

20. Article IX, paragraph 3, ~~Floating Holidays~~ Vacation Days for 10-month clerical staff:

To be renamed as Vacation time, maintaining the current two (2) days.

21. Article IX, Holidays (p. 14-15)

Modify as follows:

12-month Employees shall be granted thirteen (13) paid holidays in accordance with the District's annually published holiday schedule, following mutual agreement during the development of the school calendar.

215-day Employees shall be granted twelve (12) holidays (excluding July 4). 10-month Employees shall be granted eleven (11) paid holidays (excluding July 4 and Labor Day).

If an employee is in no-pay status on the day before or after a holiday, they are not paid for the holiday.

22. Article X, Compensation (p. 16):

- a. The Food Service Appendix 5 and 6, and Technology Staff Appendix 6 salary schedules shall be as provided in the attached schedules in Appendix ____.
- The Appendix 6 salary schedules for the Transportation titles of Automotive Mechanic, Head Trainer and Dispatcher shall be as provided within the attached salary schedule in Appendix ____.

- b. All other positions' salary schedules will be adjusted as follows and attached in Appendix ____:
- i. Appendix 5 (employees hired prior to January 23, 2014): Effective July 1, 2018 and each year of the contract thereafter, a 2.50% increase shall be applied to the preceding year's schedules. Eligible Employees shall advance one step each year. Employees who are beyond step 20 shall receive a 2.50% increase each year of the contract but such payment shall not continue beyond June 30, 2023.
 - ii. Appendix 6 (employees hired on or after January 23, 2014):
For the 2018-19 year and 2019-20, the salary scale will be increased by 1.00%. Eligible employees shall advance one step each year. The schedule maintains the value of 2.25% between each step. Employees will receive 3.25% per year based on the increase to the schedule and eligible step movement.

In 2020-21, the schedule will be changed to eliminate the first 3 steps, and 3 steps will be added to the top of the schedule.

For the 2020-21, 2021-22 and 2022-23 years, the salary scale will be increased by 1.00%. Eligible employees shall advance one step each year. The schedule maintains the value of 2.25% between each step. Employees will receive 3.25% per year based on the increase to the schedule and eligible step movement.

23: Additionally, in Article X, Section 3, Overtime and Premium Pay (p.17) – Inclusion of language from the ASWD MOA regarding overtime for ASWD's working evenings or weekends:

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 over 40 hours in any workweek except as stated below for Aides to Students with Disabilities. Compensatory time is to be taken as per Article VII.1(h).

Overtime work shall be made available to members of the particular department on a rotating seniority basis, except for Aides to Students with

Disabilities, as stated below. 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.

Notwithstanding the foregoing, an ASWD will be assigned additional work based on who is familiar with a particular student's needs, with preference given to the ASWD(s) who regularly work (or have recently worked) with the student. The determination of which ASWD is qualified for a particular assignment rests solely in the discretion of the Director of SESS or their designee, and this determination is not grievable.

If a student requires an ASWD in order to participate in a school activity that is not an extension of the school day, but instead requires a return to work in the evening, or on a weekend, an ASWD assigned to work with that student will be compensated at the rate of time and a half for all hours worked in that assignment (salary only, not compensatory time), even if the ASWD has not worked 40 hours during the week. A two-hour minimum compensation shall apply to these evening/weekend duties.

Assignments that merely extend the work day (such as accompanying a student to a school activity following the school day) will be compensated at overtime rates only when the ASWD works more than 40 hours in the week (excluding any time paid at overtime rates per the previous paragraph). If there is no qualified volunteer ASWD, the District retains its right to assign such work.

24. Article X, Section C, sub-paragraph 3: Retirement incentive modifications (p. 23)

The retirement incentive shall be as follows: Eligible employees as defined in this section shall receive the following flat dollar amount in addition to payment for unused accumulated sick leave, subject to a maximum overall limitation of \$25,000 to any retiring employee based on Section C3 and C4. If the employee retires within the first three years of eligibility in the NYS Employees Retirement System, the incentive is as follows:

2018-19	2019-20	2020-21	2021-22	2022-23
\$4,000	\$4,000	\$5,000	\$5,000	\$5,000

25. Article X, Section C, sub-paragraph 4: Retirement incentive modifications (p. 23-24)

Thereafter, the cash value of unused accumulated sick leave days in excess of 165 or 100 (Tier 6) days will be applied toward the cost of any contributory health insurance premium upon retirement at the following percentages, subject to a maximum of \$25,000 (including any incentive payment paid in section C.3.):

2018-19	2019-20	2020-21	2021-22	2022-23
30%	30%	35%	35%	40%

26. Article X, sub-paragraph 4 (p. 23-24)– The District will make a \$500 payment to any member retiring with 25 or more years of service, and such amount will not be offset within the \$25,000 incentive cap.

27. Article X, section 14, ASWD’s, insertion of approved MOA, and changes to stipends (p. 25-26)

a. Notice of Assignments

Aides to Students with Disabilities (ASWD’s) will be notified of his or her assignment no later than five (5) days prior to the start of the school year. Provided, however, that any time a change in student enrollment requires reassignment of ASWD’s, the assignment may change and will not be considered a contract violation.

b. TCIS training

ASWD’s hired on or after January 23, 2014 will be expected to have Full TCIS training; and certification within one year of hire and recertification prior to expiration, to be qualified to be assigned to skills classes. The initial training will be paid at the ASWD’s regular pay rate. The district will offer an opportunity for ASWD’s to receive a second training session in the event an ASWD does not pass the initial training. Such re-training, if

desired by the ASWD, will be on an unpaid, voluntary basis, to help the ASWD meet the minimum qualifications.

c. Stipends

- i. ASWD’s assigned to an intensive or other skills class, with Full TCIS training, shall receive an annual stipend as per the chart below. Such stipend will be paid bi-weekly over the academic year. Such stipend will be pro-rated if there is a change in assignment during the year. For purposes of this Article, “Other Skills” classes include only the following: elementary skills, social development, social communication and Linking Education and Economic Development (LEED). Intensive Skills is a separate and distinct program. All other assignments of ASWD’s falls outside of skills classes.

	2018-19	2019-20	2020-21	2021-22	2022-23
Intensive Skills, all day	\$750	\$750	\$800	\$800	\$850
Int. Skills, MS/HS, assigned < 50% of school day	\$375	\$375	\$400	\$400	\$425
Other Skills, all day	\$500	\$500	\$500	\$500	\$500
Other Skills, MS/HS, assigned < 50% of school day	\$250	\$250	\$250	\$250	\$250

- ii. In addition, any ASWD attending Nature’s Classroom will be paid \$75 in a lump sum, following completion of the multi-day program (stipend is for working the entire program, not a daily amount).

~~Full TCI training requires Aides to Students with Disabilities to complete all training including refreshers, if offered, prior to the expiration of the certification.(included in section b)~~

d. Medical Accommodations for ASWD’s

Effective July 1, 2017, ASWD’s who have not completed Full TCIS training will be deemed unqualified for the position of ASWD and will be subject to termination. Provided, however, that ASWD’s who have completed all TCIS training, except the physical portions of the training due to physician’s certification that such employee has medical restrictions that prevent completion of the physical portion of the TCIS training, will not be subject to termination for failure to complete all TCIS training.

e. Students in Swimming Pools

No ASWD will be required to enter a swimming pool with the student to whom the ASWD is assigned.

28. Article X, section 15, Lead Food Service Helpers (p. 26):

A Lead Food Service Helper ~~Worker~~ assigned to one of the elementary schools where no cook is assigned will receive a stipend of ~~\$250~~ each year payable on or after January 1st. Such payment will be pro-rated if a Lead Food Service Worker serves less than one full school year. The stipend amounts are as follows, based on the number of years serving as a Lead:

For years 1 through 3	\$250
For years 4 through 6	\$500
For years 7 through 9	\$750
For years 10 and beyond	\$1,000

29. Article X, Section 16, Lead Custodians (p. 26):

A Lead Custodian assigned to one of the elementary schools where no Head Custodian is assigned, or an evening shift Custodian at the Middle School and at the High School where no Head Custodian is assigned, will receive a stipend of \$500 each year, payable on the second payroll in January. Such payment will be pro-rated if a Custodian serves less than one year as a Lead.

30. Article X, new paragraph 18, Timesheet Language:

Definition of “contracted”: when an hourly, non-exempt employee is paid an amount equal to an annualized salary, divided over the number of pay periods in a given year.

Definition of “time-sheeted”: when an employee becomes ineligible for contracted status, and they must submit all hours worked on a bi-weekly time sheet, and are paid on a two-week lag.

When an employee's use of sick leave causes their sick leave accrual balance to drop below one day of sick leave remaining, they are notified in writing by the business office that they will be required to submit a time sheet for the remainder of the school year, and will continue to be on a time sheet until such time that they accrue ten (10) or more sick days, measured as of June 30th. Upon attaining a balance of at least 10 days, the employee will return to regular, contracted status at the beginning of the next fiscal year.

31. Article X, new paragraph 19, Restoration of Leave Accruals upon Return to Benefit-Eligible Status (non-transportation employees):

Effective March 1, 2016, if a 10-month employee ("employee") is benefit eligible and entitled to leave accruals, but experiences a reduction in hours due to District needs which results in a loss of benefit eligibility including leave accruals, the employee may be eligible for restoration of any sick leave accruals earned and unused as of the date that they became ineligible, if the employee meets the following conditions:

- The employee returns to eligibility within one (1) year after the time that they lost their benefit eligible status.
- The employee continuously maintains a less than half time position without interruption in service during this time period.
- The maximum amount of sick leave to be restored will be the balance on record as of the last day of eligible status, in hours (without conversion based on the new assignment). Any personal time remaining as of the reduction in hours is forfeited.
- If an employee declines a benefit eligible position within the one year period, the employee forfeits any accrued sick leave balances.
- If an employee resigns or is otherwise separated from service, any leave time held as of their separation date is permanently forfeited.

32. Article X, section 6: Health Insurance

This section shall be modified as below, which includes clarifications and the deletion of superseded language, as well as the following modifications:

- The CASHIC model plan will be adopted effective July 1, 2021.
- Any eligible employee who retires on or before June 30, 2021 will be able to retain the current health insurance plans until the retiree is eligible for Medicare.
- The District shall create an HRA for any employee participating in the District's Health Insurance plan (this excludes those who have waived coverage and those who are not benefit eligible), effective July 1, 2021. Funding will be \$250 per eligible employee in the first year, and \$100 per year thereafter.
- The employee's share of the contribution for dependent coverage will increase to 23% effective July 1, 2022.
- Section 6.A.7 – The ancillary insurance payment will be eliminated in years 1, 2, 3 and 4, and modified to \$26,000 in year 5, with acceptable documentation of its purpose provided to the District.

ARTICLE X - COMPENSATION AND RELATED ITEMS

6. Health Insurance and Retirement - Eligible Employees

A. Health Insurance

The parties agree to reopen negotiations, as necessary, to address conforming changes with the Affordable Care Act at any time on or after ~~January 1, 2015~~ July 1, 2018.

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 as set forth below:

- i. Employees ~~hired after July 1, 1977~~, who work less than one-half of the full-time weekly hours as defined in Appendices 5 and 6 or who are employed on a temporary basis for six months or less, shall not be eligible for health insurance coverage.

Employees hired prior to May 1, 2014 ~~ratification of the Agreement~~ who work at least one half of the full-time weekly hours as defined in Appendices 5 and 6 shall be eligible for health insurance coverage for their entire District employment so long as the employee works at least one half of the full time weekly hours, not on a temporary basis, for more than six months.

~~ii. Employees hired after ratification of this Agreement who work on a regular basis between 20 hours and 26 hours per week in the first four years of the contract, and who work on a regular basis between 20 hours and 30 hours per week in the fifth year of the contract, will be eligible to participate in health insurance by contributing an additional percent of the premium cost beyond the contribution rate of full-time employees, as follows:~~

_____	2013 – 2014	4%
_____	2014 – 2015	4%
_____	2015 – 2016	5%
_____	2016 – 2017	5%
_____	2017 – 2018	6%
_____	Effective June 30, 2018	7%

Employees hired after May 1, 2014 who work on a regular basis 20 hours or more per week, and less than 30 hours per week, will be eligible to obtain health insurance coverage by contributing an additional seven percent (7%) of the premium cost beyond the contribution rate of full-time employees.

~~iii. Employees hired after ratification of the Agreement who work more than 26 hours per week on a regular basis will be eligible for coverage under the District plans by paying the same employee premium as employees hired prior to ratification of the Agreement. Provided, however, that in 2017-2018 Employees hired after May 1, 2014 ratification of the Agreement, who work more than 30 hours per week on a regular basis, will be eligible for coverage under the District plans by paying the same employee premium as employees hired prior to ratification.~~

1. Employees may participate in either Secure Blue Preferred, or the Capital District Physicians Health Plan (EPO). Effective July 1, 2021, the District will participate in the CASHIC model plan with CDPHP and Blue Shield, as designed as of the date of ratification of this Agreement. The CASHIC model plan has copays for services as set forth in Exhibit __. For BCUEA employees who retire on or before June 30, 2021, the employee may elect to keep their coverage and co-pay structure as of the ratification date of this Agreement until the employee is eligible for Medicare; or the employee may elect the CASHIC model plan.

The District shall pay the following premium contributions effective July 1, each year ~~and office co-pays shall be:~~

~~Individual Dependent/Family Co-Pay~~

	88%	80%	\$20
	87%	80%	\$20
	87%	80%	\$25
	86%	79%	\$25
	86%	78%	\$25
June 15, 2018	86%	77%	\$25

	EMPLOYEE	DEPENDENT	DISTRICT
2018-2019	14%	22%	86/78%
2019-2020	14%	22%	86/78%
2020-2021	14%	22%	86/78%
2021-2022	14%	22%	86/78%
2022-2023	14%	23%	86/77%

Any out of network benefit plan made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500 per individual and \$5,000 per family per year.

Prescription drug plans offered by the District will reflect the following employee contributions:

	Generic Drugs	Name-brand Drugs on Formulary	Non-formulary Name-brand Drugs
2018-19	\$5	\$15	\$30
2019-20	\$5	\$15	\$30
2020-21	\$5	\$15	\$30
2021-22	\$5	\$25	\$40
2022-23	\$5	\$25	\$40

The mail order drug program will be based on a contribution by the employee equal to two months' contribution for a three-month supply of medication. The Parties agree to a separate Drug Program under a pharmacy benefit management company.

The District also will make available to members of the Association, on a voluntary basis, an additional option for prescription health coverage through CanaRx under the terms stated below in subsections i. – iv.

- i. CanaRx Services Inc. (“CanaRx”) is a privately held Canadian company which provides certain brand name maintenance medications at a uniform reduced cost to American residents. The advantages of participation in the program

offered by CanaRx is reduced cost to both the employer and employee.

- ii. The District wishes to offer CanaRx as a prescription resource available to members of the Association on a voluntary basis. Members would participate in CanaRx in accordance with the requirements of CanaRx in terms of enrollment and any forms to be completed. Information regarding participation in the program will be made available to members by the District. Any administrative costs associated with the program being made available shall be borne by the District.
- iii. The offering of CanaRx by the District shall in no way replace or alter the existing prescription benefit program provided pursuant to this section of the Agreement and is offered “in addition to” not “in lieu of” that existing program. Members of the Association may voluntarily choose to participate in CanaRx and shall continue to have the ability to use or return to the use of the prescription program offered under this section. Only members of the Association that participate in the District’s health insurance program may participate in this plan.
- iv. The parties agree that CanaRx will be offered as an alternative prescription program to members of the Association.

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. Health Insurance Buyout - Active Employees

- a. In lieu of participating in the health insurance and prescription drug coverage provided in this article, for which the employee would be otherwise eligible, an employee may elect to waive such coverage in favor of direct compensation. Election to participate in this option must be made in writing on a form provided by the District no later than June 15 for the subsequent school fiscal year and once selected is irrevocable for the duration of the fiscal year except for reasons of a qualifying event as defined by the Internal Revenue Code. Elections to participate must be submitted annually, on the form provided by the District, and with the required proof of coverage. Where one spouse is employed by the District and receives the health insurance benefit, and the other spouse is a benefit eligible District employee as well, one of the spouses

may elect to participate in the buyout at the individual buyout amount. ~~Employees who opt off District coverage during the 2013-2014 year, following the ratification date, will be eligible for a buyout amount in January 2015.~~

b. Compensation for Employees so electing shall be as follows:

i. The buyout is open for all employees who qualify to receive District health insurance ~~and were receiving such coverage on July 23, 2014, or anyone hired after July 23, 2014 the ratification date~~, who is benefit eligible pursuant to Article X, Section 6 of the contract. Employees electing to waive such coverage will be compensated at the following rates:

Individual	\$1,000
Two Person	\$2,000
Family	\$3,000

The employee can only be reimbursed at the level of insurance to which they have been receiving coverage and/or are entitled to receive coverage. Employees must provide written documentation of health insurance coverage by a primary health insurance carrier in order to participate in the health insurance buyout option. In the event of a partial period of declination, there will be a pro-rata adjustment in the buyout amount.

ii. All above amounts will be paid directly to eligible employees in the form of a separate check, on the second pay date in January of each school year; ~~commencing in January 2015.~~

iii. ~~If an employee declined coverage for the 2013-14 year, and was hired prior to the ratification date, the employee may be eligible for a phased in buyout amount during the life of this Agreement, beginning with payment in the 2015-16 year, subject to the following conditions:~~

~~An employee is eligible for the phased in buyout amounts if he or she has declined district health insurance for the 2014-2015 (as per Appendix 8) (the "Pool").~~

~~Such phased in buyout will be available only if a specified minimum number of employees have newly declined District health insurance subsequent to the ratification date.~~

~~Buyout amounts are dependent on the number of such employees who have declined coverage, and may go higher or lower depending on the cumulative number of such employees on June 15th each year, provided, however, that the maximum amount payable is no more than the phase-in percentage on the measurement date. For example, if on June 15, 2015~~

~~there are four (4) employees who newly decline coverage, the maximum amount payable would remain at 25%. If, however, ten (10) employees newly declined coverage on June 15, 2015, the maximum payable would be 75%.~~

Number of Decliners	Buyout Phase-in %	Individual Amount	Two Person Amount	Family Amount
3	25%	\$250	\$500	\$750
6	50%	\$500	\$1,000	\$1,500
9	75%	\$750	\$1,500	\$2,250
12	100%	\$1,000	\$2,000	\$3,000

~~After the payment amount is set on June 15, 2014, in each successive year, if there are at least three (3) new declinations added, then the payment amount will increase by one level, but in no event beyond 100%. If the cumulative declinations fall below the prior year's total, the payment amount will remain at the same level as paid to the employee in the prior year.~~

- c. Each school year of the agreement, eligible employees may elect to buy out health insurance coverage in accordance with the schedules outlined above in accordance to the level of insurance they would otherwise be entitled to, based on the level of dependent coverage by the spouse. If there are no dependents, or if the individual's spouse also works for the District, then the employee is eligible for the individual buyout amount.
 - d. If an employee chooses to re-enroll in the District health insurance plan, the employee must re-enroll at the open enrollment period preceding retirement unless a qualifying event occurs that would allow a mid-year change in coverage. ~~such reenrollment must be completed in writing during the May open enrollment period, or upon a qualifying event. If an employee plans to re-enroll in the health insurance plan at the time of retirement from the District, the employee will notify the District in writing at least 18 months prior to the re-enrollment of an intent to retire and re-enroll.~~
 - e. ~~This Section 2(b)(iii) shall sunset on June 30, 2018 and those employees on Appendix 8 shall be eligible for compensation pursuant to Section 2(b)(i) and (ii).~~
3. Employees retiring from the District under the NYS Retirement System and who have at least fifteen (15) years of continuous qualifying (benefit eligible) employment in the District shall be eligible to receive the Health Insurance Coverage applicable to retirees. For employees retiring on or after July 1, 2018, any gaps of less than 12-months in continuous qualifying (benefit eligible) employment that is caused by an approved unpaid medical leave (including unpaid workers' compensation leave) (not receiving a district paycheck due to no remaining leave accruals), will not be considered

a break in service with respect to the 15 year measurement period and will not result in the measurement period starting over. 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 (benefit eligible) employment in the district.

Such retirees are eligible for the District contribution for individual coverage that was in effect as of their retirement date, and a 50% District contribution rate for dependent coverage.

The District will offer one or more Medicare Advantage Plans (MAP) to those District employees, retirees, spouse or family who are Medicare eligible. Participation by such participant shall be totally voluntary. The MAP's are offered by the existing commercial carriers for the District: Blue Shield and CDPHP. Eligibility to enroll is subject to the MAP's program requirements, including residency requirements within the local service area for at least six months during the calendar year. Participants may revert to any of the non-MAP commercial plans offered by the District. In the event a participant voluntarily chooses to revert to one of the non-MAP commercial plans offered by the District, the ability to revert will be subject to the existing plan's entrance requirements.

Any eligible employee who retires on or before June 30, 2021, who is not Medicare-eligible as of retirement, will be able to retain the health insurance plans in place between 2018-19 through 2020-21, should the employee so choose. The retiring employee may alternatively choose to participate in the CASHIC model plan on a voluntary basis. Upon attaining Medicare-eligible age, the employee then must choose between the CASHIC model plan or a Medicare Advantage Plan.

4. The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1987 (\$17.90 per month, paid quarterly).
5. Dental Insurance - The District will contribute \$210 per eligible individual plan or \$450 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. The Association will administer the NYSUT BCUEA Dental Plan. The District will contribute an annual amount as specified in the table below (paid quarterly to the Association), for eligible members who are employed by the District on a half-time or more basis. At no point will the District contribution exceed 60% of the total premium. Employees are responsible for paying their share of plan costs via payroll deductions.

	Annual Individual Contribution by the District	Annual Dependent Contribution by the District
2018-19	\$220	\$470

2019-20	\$230	\$490
2020-21	\$240	\$510
2021-22	\$250	\$530
2022-23	\$250	\$530

6. 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. In accordance with the IRS's option to enable plan participants to carry over up to \$500 of unused funds for qualifying medical expenses from one plan year to the next, the maximum \$500 carryover option will be incorporated within the plan, enabling an employee access to any unused funds from the prior plan year, ~~commencing with the plan year ending December 31, 2013.~~
7. The District will pay \$26,000 to the Association annually, to be used by the Association for ancillary insurance. This payment will be made in full by October 1st of each year, or upon receipt and acceptance by the District of the Association's plan documentation. Provided, however, no payment will be made by the District for the 2018-2019 through 2021-2022 school years. The District shall resume annual funding in the 2022-2023 school year. Additionally, prior to payment by the District, the Association will provide documentation to the District about the plan, as requested by the CBFO. Such documentation may include a copy of the Summary Plan Description, audit reports of the welfare fund for the ancillary insurance, plan utilization, and such other documents as the District deems necessary.
8. 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 "7" 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.
9. ~~Less than 12 month employees shall have employee health insurance premium amounts for July, August and September deducted equally over one pay period in May and two (2) pay periods in June.~~
10-month employees shall have employee health insurance premium amounts for July and August deducted equally over two (2) pay periods in May and two (2) pay periods in June (in addition to June's premium). Premium amounts for September through June shall be deducted twice a month, for that month's coverage.
10-month employees who are on time-sheet status will have their July and August health insurance deductions taken from their last four paychecks of the school year, in addition to June's premium.
10. Health Reimbursement Account
The District will establish a Section 105(h) plan account for eligible unit members

for payment of unreimbursed medical, dental, vision expenses, and other allowable expenses, which shall be subject to any applicable laws, rules, and regulations, beginning with the 2021-22 fiscal year. Eligible members are those employees enrolled in the District's Health Insurance plan. Ineligible employees are those who have waived coverage and those who are not benefit-eligible pursuant to the collective bargaining agreement.

The health reimbursement account's plan year will be the calendar year.

Effective July 1, 2021 the District will fund \$250 into the Section 105(h) account of eligible unit members.

Effective on January 15, 2023 and each year thereafter, the District will fund \$100 into the Section 105(h) account of eligible unit members, for the full plan year.

- a. The District assumes all administrative costs and fees associated with the health reimbursement account.
- b. Unit members will utilize their Section 125 plan deposits, if any, prior to their Section 105(h) plan deposits.
- c. Once a unit member retires from or terminates his/her employment with the District, there will be no further contributions to the individual's account but he/she may continue to access any remaining deposits until the account is exhausted, subject to plan requirements. Should the member predecease their spouse or domestic partner, the remaining funds may be used by their spouse or domestic partner until the funds are exhausted.
- d. In the event of a partial year of service, the annual deposit will be prorated in the fiscal year. However, if there are insufficient funds in the individual's account, there will be no requirement for the individual to make the District or fund whole.
- e. The third party administrator and/or District will provide members no less than four (quarterly) statements per year.
- f. Unit members may not elect cash in lieu of the district funding of the health reimbursement account.
- g. All unused deposits, if any, will roll over from year to year, with no maximum limit.

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 fifteen (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 fifteen (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 six (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 in this section shall receive the following flat dollar amount in addition to specified payment for unused accumulated sick leave, subject to a maximum overall limitation of \$25,000 to any retiring employee based on Sections C3 and C4. If the employee retires within the first three years of eligibility in the NYS Employees Retirement System, the incentive is as follows:

2018-19	2019-20	2020-21	2021-22	2022-23
\$4,000	\$4,000	\$5,000	\$5,000	\$5,000

~~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~~

The effective date of retirement must fall within the eligibility window. The first year of eligibility begins the year a person is eligible to retire (without penalty) under the NYS retirement system (NYSERS). The first year of eligibility is specific to the membership tier and is as follows:

Tier 2,3,4,5,6 - The first year of eligibility is the fiscal year you turn 62 OR the fiscal year you have 30 or more years of retirement system service credit, at or after age 55.

4. In addition to the above incentive employees in Tiers 1 – 5 of the ERS shall have up to the first 165 days of unused accumulated sick leave to supplement retirement service credit subject to the provisions of the New York State Employees' Retirement System, including those applicable to section 41(j). Employees in Tier 6 will be limited to 100 days, as per 41(j). Employees will be eligible for the section 41j option regardless of their status with respect to any eligibility incentive payment as per section C.3.

Thereafter, the cash value of unused accumulated sick leave days in excess of 165 days (or 100 days if Tier 6) will be applied toward the cost of any contributory health insurance premium upon retirement at 25% the following percentages of the employee's per diem rate at that time, subject to a maximum of \$25,000 (including any incentive payment paid in section C.3).

2018-19	2019-20	2020-21	2021-22	2022-23
30%	30%	35%	35%	40%

This provision shall only apply to full-time unit members employed at least half-time or more. The Parties agree to prorate the above payment based upon full-time equivalency for part-time employees. Employees are not required to receive the incentive as per sections 1, 2 and 3 above, in order to participate in the option to apply excess credits towards the employee's share of health insurance premiums.

The District will make a \$500 payment to any member retiring with 25 or more years of service, and such amount will not be offset within the \$25,000 incentive cap.

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.

33. Article X, Section 6C, paragraph 11, Credit for Work Experience (p. 25):

New staff may not be appointed as a permanent employee at a rate below the first step or above the sixth step of the salary schedule for their position.

34. Article XI, Resolution of Differences (p. 26)

Section 5: eliminate the current step 3 hearing with the Superintendent; reduce from 5 steps down to 4 steps.

35. Article XII, section 2, two-hour minimums (p. 31)

First paragraph: remove clause "... excluding late runs."

Delete 2.a. regarding late run procedures.

Retain 2.b and 2.c as is (other than to re-label as 2.a. and 2.b).

36. Article XII, section 5, reimbursement of fees for CDL licensure (p. 31)

The District will reimburse ~~incumbent~~ drivers for the actual cost of acquiring and maintaining their commercial driver's license (fee to DMV for class D license conversion to a CDL, and subsequent renewal fees). This provision shall apply to new employees after they have completed their first year of employment.

37. Article XII, section 7.l, include exam run/early dismissal MOA:

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. This means drivers assigned to their regular routes on early dismissal days will experience a shift in their usual work times, therefore the shifted run shall not qualify as an "extra trip assignment". During examination weeks and early dismissal events, bus drivers may improve their overall hours by accepting extra work or exams runs even where it conflicts with their regular run. Once the extra work or exam run is completed, drivers are expected to be available for any remaining time to complete his/her contract time. Personal (or other applicable leave) may be charged with advance notice if a driver is unable to work the early dismissal run.

38. Article XII, section 7.m.

Field Trip Min/Max adjustments:

2018-19	2019-20	2020-21	2021-22	2022-23
21	21	22	22	22
28	28	29	29	29

39. Article XII, section 7, Extra Trips, sub-section f – change reference from “January 1st”, to “January”.

40. Article XII, section 7, Extra Trips, sub-section j – remove first clause, “Except on the first workday of the school year ...”

41. Article XII, section 9, Summer Employment:

The regular, but less than 12-month employees, The 10-month Bus Drivers or Bus Attendants will be offered prior first 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 May for a minimum of ten working days. The tentative routes will be posted for a minimum of five working days, in the second full week in June. Any changes to the tentative routes, based on changes in student needs, will be updated prior to bidding on the summer work. Bidding will occur on Monday during the last week that school is in session. Bidding will be done based upon seniority, from the drivers who wish to work summer assignments. Any new routes that occur after bidding will be assigned by the Director of Transportation on a first refusal basis to any driver whose route was eliminated, by seniority.

Any 10-month Bus Driver or Bus Attendant who is employed during the summer can charge up to one (1) day of leave for any valid reason currently provided in the contract, with the approval of their supervisor. Said charge shall be to accrued sick leave.

42. Article XII, paragraph 10, Reimbursements for Bus Mechanics

Bus Mechanics shall be entitled to up to a \$400 reimbursement for tools each year, subject to approval of their supervisor and submission of receipts to the Business Office by June 1st. The District will repair or replace tools that are not covered under warranty.

Bus Mechanics shall be entitled to up to a \$200 reimbursement every two years, for OSHA-compliant work shoes, upon providing receipts to the Business Office.

43. Article XII, new paragraph 13, 19-A Medical Exams

Any Bus Driver required to have a medical examination as a requirement of their employment will have such examination performed by the school physician, without charge. The dates and places of such examinations are to be made at the discretion of the 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 90 minutes of regular pay for the initial exam. Should any follow up medical appointments be necessary, the District will compensate the Bus Driver 60 minutes of regular pay, for up to two additional physician's visits.

44. Article XII, new paragraph 14, Driver Trainers, 19-A Examiners, School Bus Driver Instructors (SBDI), and Bus Attendant Training for Drivers (p. 33)

Effective July 1, 2018, the Director of Transportation will determine how many driver trainers, 19-A Examiners and SBDI's are needed each year, and who shall fill such assignments, in his/her sole discretion. Assignments will be posted for 10-days at the end of each school year.

Driver Trainers, 19-A Examiners and SBDI's who are selected by the Director of Transportation shall be eligible for this work at their regular rate, and shall rotate these assignments based on their seniority as a Bus Driver, from those who responded to the posting.

Subject to attaining prior approval from the Director of Transportation and the CBFO, the district will reimburse the initial course fees for the SBDI accreditation

(approx. \$880) and the 19-A examiner course fee (approx. \$700), when Bus Drivers are selected to perform this work.

Additionally, if approved by the Director of Transportation, based on available staffing, prospective 19-A Examiners and SBDI's may be granted paid release time to attend training if it occurs when school is in session. If the training occurs when school is not in session, Bus Drivers will be paid for their training time. Although the course hours may be in excess of the driver's regular contract hours, drivers will not be paid more than the amount of their regular daily hours (as of the preceding school year, for training that occurs during the summer).

Any Driver Trainers (including BEAT team, SMART team, or other initiatives) must have three years of school bus driving experience, and no chargeable accidents within the last three years, in order to be eligible for these assignments.

Any Bus Driver who has been approved by the Director of Transportation to serve as a Bus Attendant, upon attaining their certification as a Bus Attendant, will be paid for any mandatory training necessary to maintain their Bus Attendant certification.

45. Article XII, new paragraph 15, rotation of work for Bus Attendants (p. 33)

Extra work for bus attendants will be assigned according to seniority from the seniority list. Two lists will be maintained, as follows:

1. Attendants, who work at least half time (3.75 hours), but less than full-time (7.5 hours), are eligible for mid-day extra work.
2. Attendants who work full-time (7.5 hours) are eligible for trips that occur after 4:00 pm or on weekends.

The Director of Transportation or his/her designee will update the seniority list of the attendants every school year and as needed throughout the school year.

The list will start at with the most senior attendant (the top) and then go through the entire list, and then back to the top, in a continuous rotation. It will not start at the top of the list for every extra work request received, but rather where it last left off.

46. Article XII, new paragraph 16, Placement on Step When Upgrading

If a Bus Driver on Appendix 6 (grade 6) is promoted into an Appendix 6, grade 11 title (Full Time Dispatcher, Head 19-A Trainer, or Mechanic), the employee will maintain their current step upon transferring into the higher grade title.

47. Appendix 8, Health Buy-out list – delete from new CBA

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives this ___ day of January, 2018.

FOR THE DISTRICT:

Jody Monroe
Superintendent of Schools

Judith E. Kehoe
Chief Business & Financial Officer

Amy Baluch
Director of Human Resources

FOR THE ASSOCIATION:

Charlie Jones
President, BCUEA

Lynn Sherich

Kevin Hunter

Marie Spain

Jan Siniski

Mona Larsen

Jim Kane