

MEMORANDUM OF AGREEMENT
by and between
BETHLEHEM CENTRAL SCHOOL DISTRICT
and the
BETHLEHEM CENTRAL UNITED EMPLOYEES ASSOCIATION

WHEREAS, Article X – Compensation and Related Items, contains language in Section 2c for additional pay in the event an employee is called in to work at times other than the employee's regular work schedule, and provides that the employee shall be paid a minimum of two hours of pay;

WHEREAS, there are frequently times when in the midst of responding to the first call-in (typically alarm drops), there are additional alarm drops that may occur within the responding time period;

WHEREAS, the parties seek to clarify the mutual understanding of how employees will be paid in these situations;

NOW, THEREFORE, the parties agree effective immediately as follows:

1. Article X, Section 2c shall be amended to add the following paragraphs:

Employees are paid a two hour minimum as a form of inconvenience pay for the employee called-in to work during non-scheduled work hours. The responding employee may not work a full two hour period, if the response does not require two hours to resolve the issue.

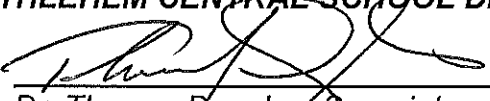
If the call-in event requires more than two hours to resolve the issue, the employee will be compensated for all hours actually worked, at the applicable pay rate.

If there are a succession of responses that occur during overlapping times during the same off-duty time period, the employee will be compensated from the time of the first call-in, through two hours after the final call-in. Such compensation shall be paid in blocks of time, not on a per alarm basis. However, if the employee has returned home before a second event occurs, then the employee will be paid a minimum of two hours for that event.

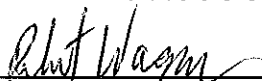
If there are a succession of responses that do not occur during overlapping times during the same off-duty time period, each call-in that is responded to will be paid the two hour minimum or more if additional time beyond two hours is worked to resolve the problem.

2. The District agrees to pay two hours of overtime in the form of three hours of compensatory time to Robert Wagener for multiple responses in an overlapping time period on the morning of September 2, 2011. This is non-precedent setting, and deemed to be in full resolution of the grievance filed by Mr. Wagner on October 19, 2011. Mr. Wagner agrees to withdraw such grievance upon execution of this Memorandum of Agreement.

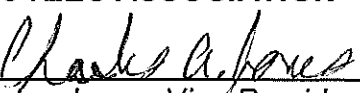
BETHLEHEM CENTRAL SCHOOL DISTRICT

By:  Date: 1/10/12
Dr. Thomas Douglas, Superintendent

**BETHLEHEM CENTRAL UNITED
EMPLOYEES ASSOCIATION**

By:  Date: 1-9-12
Robert Wagner, President

**BETHLEHEM CENTRAL UNITED
EMPLOYEES ASSOCIATION**

By:  Date: 1-9-12
Charles Jones, Vice President