

**AGREEMENT
BY AND BETWEEN
THE BURNT HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT
AND
CSEA**

This Agreement by and between the Burnt Hills-Ballston Lake Central School District ("District"), and CSEA, Local 1000 AFSCME, AFL-CIO, Burnt Hills-Ballston Lake CSD Unit, Schenectady County Local #886 ("CSEA") provides as follows:

W I T N E S S E T H :

WHEREAS, the District and CSEA are parties to a collective bargaining agreement dated July 1, 2023 – June 30, 2027; and

WHEREAS, Article 12 of the collective bargaining agreement deals with the Custodial Department, including the establishment of a second shift and corresponding differential; and,

WHEREAS, the District has determined that operationally it would be beneficial to the district to have certain custodial employees begin their work day at 1:30pm; and,

WHEREAS, the District has identified employees to begin their workday at 1:30 but who are currently on the second shift and receiving the second shift differential; and

WHEREAS, the CSEA has expressed that they do not believe employees should lose their second shift differential if their work day is involuntarily shifted to begin at 1:30pm; and,

WHEREAS, the District and CSEA have discussed changing the language contained within Article 12 that addresses the second shift and the corresponding differential; and,

WHEREAS, the District and CSEA have discussed the matter and wish to commit the agreement to writing.

IT IS HEREBY AGREED AS FOLLOWS:

1. Effective March 1, 2025, Article 12 Section 2 Subsection A shall be replaced with the language below.

Section 12.02 Staffing and Shift Changes

(A) In the event a district supervisor makes a change in staffing which requires an employee to change shifts (other than for voluntary, short term/emergent coverage) from day to evening or evening to day, the following definitions will apply and a posting will be required:

- (i)** Day shift - a shift that begins in the morning and ends in the afternoon.
- (ii)** Evening shift - a shift that begins at 1:30 pm in the afternoon and ends in the evening. At the determination of the district, periodically, on a case by case basis, certain holidays, summer days, etc, second shift hours may be slightly varied for an earlier start time with no loss of the evening differential.
- (iii)** Open/Vacant position - a position which is currently available due to one of the following:
 - 1) Retirement.
 - 2) Resignation.
 - 3) Leave of absence.
 - 4) Involuntary termination.
 - 5) A position which is available due to the initial transfer of an employee from one shift to a different shift (as per shift definitions above) due to management prerogative.
 - 6) A position not previously in force.

3. **Full Agreement** - This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements between the parties, and may not be altered, amended, or modified except by a writing executed by both parties.

Dated: February 27, 2025

FOR THE DISTRICT:

Patrick McGrath
Superintendent of Schools

FOR THE CSEA:

Pauline Steepe
Unit President