

**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 4.13 of the collective bargaining agreement deals with paid holidays; and

WHEREAS, Article 3.02 of the collective bargaining agreement deals with layoff and recall procedures; and

WHEREAS, Article 13.04 of the collective bargaining agreement deals with payment for school bus drivers that complete the state required in-service training; and

WHEREAS, there has been a recent ruling by the New York State Civil Service Division which contradicts the current language in Article 4.13 of the collective bargaining agreement; and

WHEREAS, CSEA inquires as to the ability to expand certain provisions of Article 4.13; and

WHEREAS, the parties agree that there was an unintentional mistake made when drafting Article 13.04 of the collective bargaining agreement; and

WHEREAS, the District and CSEA have discussed both matters and wish to commit their agreements to writing.

IT IS HEREBY AGREED AS FOLLOWS:

1. Effective April 1, 2025, Article 3.02 shall be replaced with the language below.

Section 3.02 Layoff and Recall Procedures

- (A) In all cases of layoffs, a reduction of forces and re-employment the employer shall act in accordance with Section 80 of New York State Civil Service Law
- (B) In the event of recall, the laid-off employee shall be given notice of recall by registered mail with return receipt, sent to the address last given the employer by the employee. Within three (3) calendar days after tender of delivery of the employee's notice at such address, the employee must notify the employer by registered mail with return receipt, or in person, of the intent to return to work. Said employee must actually report to work within seven (7) calendar days of the employer's letter return receipt date. If the employee fails to comply with the above provision, said employee shall lose all seniority rights under this agreement and shall be considered a voluntary termination.
- (C) Any employee who has been excessed shall be eligible for recall to the job classification from which excessed as prescribed in **Section 3.02 (A) through (B)**. The period of eligibility shall not exceed four years from the original date of such employee's termination as provided in Civil Service Law.

3. Effective April 1, 2025, Article 4.13 shall be replaced with the language below.

Section 4.13 Paid Holidays

- (A) Twelve (12) month personnel working on a twelve month basis shall be guaranteed fifteen (15) paid holidays in accordance with the school calendar.
 - (B) Twelve (12) month employees shall be requested to indicate their preference among the available dates through the Union.
 - (C) Each employee covered under this agreement except those whose presence is required to provide student services or as requested by a District Supervisor shall be allowed to leave the work location one (1) hour early on the workday on the day before a paid holiday and when students are not in attendance. If an employee remains at work, he or she will be paid for actual hours worked in addition to the provisions described in this section.
4. Retroactively effective on September 1, 2024, Article 13.04 shall be replaced with the language below.

Section 13.04 Bus Driver and Monitor Meetings and Seminars

- (A) Bus drivers shall be compensated at their regular rate of pay for time spent at meetings and seminars required by the District and State with the following exceptions:
 - (i) Payment for State required in-service for Drivers during the first year of service will be \$600 paid at completion of the course. Payment for State required in-service for Monitors during first year of service will be \$150. Payment is for in-service time only and travel time is not compensated. Mileage reimbursement is subject to District policy.
 - (ii) Payment for bi-annual 19-A evaluations and annual 19-A physical examinations will be based on actual time required for the evaluation outside the normal work schedule subject to approval by the Supervisor of Transportation.

5. **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: March _____, 2025

FOR THE DISTRICT:

Patrick McGrath
Superintendent of Schools

FOR THE CSEA:

Pauline Steepe
Unit President