

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**THE BOARD OF EDUCATION**

**of the**

**BEACON CITY SCHOOL DISTRICT**

**10 Education Drive  
Beacon, N.Y. 12508**

**and**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000  
AFSCME, AFL-CIO FOR THE BEACON CITY SCHOOL DISTRICT  
UNIT OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL 867**

**July 1, 2021 - June 30, 2026**

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## **ARTICLE I**

### **CONDITIONS AND SCOPE OF AGREEMENT**

The Board of Education of the Beacon City School District, hereinafter known as the Employer, consistent with its policy and the policy of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and the Members of the Board of Education, which will enhance the educational program of the Beacon City School District, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

To assure equitable treatment of its Employees herein; pursuant to the laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules and regulations and policies shall be adhered to for the accomplishment of this purpose:

Hereby recognizes the Civil Service Employees' Association, Inc., as the sole and exclusive bargaining representative for the following positions:

All full and part-time school related personnel including the categories of head maintenance mechanic, head mechanic, head custodian, maintenance mechanic, custodians, maintenance workers, groundskeepers, mechanics helpers, dispatchers, custodial workers, bus drivers, classroom aides, nurses aides, library aides, matrons, monitors, bus drivers/auto mechanics, school courier, school security monitor, informational service specialists, audio/video technicians network specialists and messenger.

with regard to rates of pay, wages hours of employment and other terms and conditions of employment.

Provided, however, that nothing shall prevent any employee from meeting with his immediate supervisor in connection with matters relating to his employment so long as:

1. Any changes or modifications in the terms or conditions of employment of said employees are made only through negotiations with the Union.

## **ARTICLE II**

### **UNION SECURITY**

#### **A. Hiring Additional Personnel**

When new employees are to be hired, the Civil Service Employees' Association, Inc. will be afforded the opportunity to send qualified applicants for the job or jobs and said job applicant or applicants shall be given the same interview consideration.

B. Check-off of Dues

The employer agrees to deduct from all employees who are Union members covered by this Agreement, the initiation fees, dues and assessments of the Union and agrees to remit all such deductions prior to the end of each month for which such deductions are made. Written authorization by the employee to be furnished in the form approved by the employer.

C. Maximum Union Security

In the event that the current laws are repealed or modified so as to permit greater Union Security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

D. Union Release Time

The President of the Union or his/her designee(s) shall be given up to three (3) days per year time off with pay to:

1. Investigate and present grievances in accordance with provisions of this agreement.
2. Attend state and national workshops, conference, committees, and conventions.
3. Additional days shall require the mutual agreement of the parties.
4. Time off must be pre-approved by the Superintendent or his/her designee.

E. The Union must provide the Employer with copies of all written mass communications being distributed or posted on school property.

### **ARTICLE III**

#### **GENERAL CONDITIONS OF EMPLOYMENT OF EMPLOYEES COVERING WAGES, HOURS, CONDITIONS, FRINGE BENEFITS**

A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees, who are equally qualified, shall have preference of employment and promotional opportunities for non-competitive jobs when there is a vacancy and to choose their shifts and to work at the job for which the pay is highest. For the purposes of this provision, employees shall be placed on the seniority list after thirty (30) days of employment following the first date of

hire. Seniority shall accrue and be determined in accordance with length of employment with the bargaining unit covered by this Agreement.

For the purpose of bus run selection, seniority within the title of bus driver shall apply. If a bus driver is terminated, resigns or retires from the District, and then is re-hired by the District as a bus driver, his or her seniority shall be calculated from the date of re-entrance into the school district employment as a bus driver.

For the purposes of layoff and recall, seniority as described in paragraph "C" hereinbelow, shall apply.

B. Loss of Seniority - Seniority shall be broken only by:

1. Lawful discharge.
2. Voluntary quit.

C. Layoff and Recall

When it becomes necessary to reduce the work force, lay-offs will occur within four (4) major categories:

1. Custodial/maintenance/mechanical;
2. Transportation/Bus monitors;
3. Aides and monitors;
4. Informational service specialists, audio/video technicians, network specialists and messengers

The full-time category shall have superior seniority such that all part-timers must be laid-off prior to laying off full-time employees in the category. Further, within the categories, there shall be "downstream" bumping rights with respect to those employees in higher skilled positions who are capable of performing the work in the lower skilled position(s) and who possess more category seniority than employees in the lower skilled position(s). Layoffs shall be based upon the employee's time in the specific job title. The descending order of skilled positions in the four categories are as follows:

1. Custodial/Maintenance/Mechanical
  - a. Head Maintenance Mechanic
  - b. Maintenance Mechanic
  - c. Head Custodian
  - d. Maintenance Worker
  - e. Groundskeeper

- f. Custodian
  - g. Matron
  - h. Custodial Worker
- 2. Transportation/Bus Monitors
  - a. Head Mechanic
  - b. Mechanic
  - c. Dispatcher
  - d. Mechanic's Helper
  - e. Driver
  - f. Courier
  - g. Bus Monitors
- 3. Aides and Monitors
  - a. Library Aides
  - b. Nurses Aides
  - c. Classroom Aides
  - d. Monitors
- 4. Technology
  - a. Informational service specialists
  - b. Audio/video technicians
  - c. Network specialists

Notwithstanding the above, no non-competitive class employee will be allowed to bump an employee in a competitive class position, unless otherwise qualified by the Civil Service Law. Upon being laid-off an employee shall be placed on a recall list on a straight seniority basis for a period of four (4) years.

D. Outside Work Experience Upon Hire:

At the time of hire, the Employer may recognize the outside work experience of new hirees regarding the performance of the work functions of the job into which the employee will be hired when determining initial compensation. No new hiree shall be paid a salary in excess of a

current unit member in the same job classification who has equivalent or greater experience than the new hiree.

#### E. Class B License with Passenger Endorsement Requirement

All School bus drivers hired after June 30, 1988 must earn a Class B license with passenger endorsement within five (5) months of the date of employment with the District. All school bus drivers must also possess a school bus (S) endorsement.

#### F. Substitute Drivers

The Employer shall provide free recertification classes and physical examinations to drivers who have completed more than one hundred (100) hours of service during the previous twelve (12) months.

Seniority for on-call drivers shall be based upon the number of hours actually worked during the previous twelve (12) months.

On-call drivers who fail to respond to five (5) consecutive calls for service shall be removed from the substitute list, at the Employer's discretion.

#### G. Bus Driver Work Year

Effective through June 30, 2018, all bus drivers shall be paid based upon a 180-day work year. Any days worked more or less than 180 days shall be adjusted in a final check. Effective July 1, 2018, bus drivers shall be paid hourly for all time worked.

\*NOTE – Any bus driver that was paid based upon a 180 day work year during the 2017-2018 school year shall be grandfathered in and shall continue to be paid based upon a 180 day work year. Should a driver work either more or fewer than 180 days, his/her salary shall be adjusted twice per year, once in December, and once in the final paycheck.

Bus drivers shall be paid up to one (1) hour at their normal hourly rate when they are sent by the District for drug testing.

#### H. Extra Trips

There shall be three (3) separate lists established for extra trips; sports trips, field trips and New York City trips. Any driver may sign up on any and/or all of the lists, with the exception of the mechanic. The mechanic shall not be eligible to sign up for any trips. Trips shall be assigned on a rotational basis by order of seniority. If the first employee to be assigned declines a trip, the trip will be offered by order of seniority on the list. If no driver volunteers, the first employee (i.e., the employee originally assigned the trip) on the trip list will be assigned to work the trip. The next trip will be assigned to the next employee on the list after the employee who was assigned the previous trip, with the above procedures being repeated. Notwithstanding the



above, the District shall have the discretion to reassign a trip that has been initially assigned to a driver who is selected for a random drug and/or alcohol test on the same day as a trip. An employee who declines three (3) trips in a row shall be removed from the list for three (3) weeks.

I. Sign-In/Sign-Out

The Employer shall have the right to use mechanical or electronic time clock recording devices.

J. Non-Discrimination

The Board of Education, its officers and employees shall not discriminate against any employee on the basis of race, color, national origin, creed, religion, marital status, sex, age or disability.

K. Maintenance of Standards

The employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the employer or the Union in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of the error.

L. Training

Unit members shall be paid for time spent attending all District required training. Bus drivers shall be paid for time spent attending all District required testing.

M. Re-evaluation of Bus Runs

Bus runs shall be re-evaluated by the District after the first thirty (30) days of school. The District shall have the discretion to change the bus run hours if necessary. In the event the bus run hours are decreased, the employee shall still be paid for the hours of the original run selected, but may be assigned additional duties by the District to make up the difference in hours.

N. Part Time Employees

Part time employees shall be scheduled for a minimum of five hours per work day.

## **ARTICLE IV**

## **DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of recognition by the employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in strike.

## **ARTICLE V**

### **RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS**

The parties agree to conduct meetings for the purpose of collective bargaining during a period of 120 days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this agreement.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **Section I – Declaration of Basic Principle**

- C. The function of the procedure is to assure proper and equitable treatment under the existing laws rules, regulations and policies which relate to and affect the employee in the performance of his assignment. It is not designed to be used for changing such rules or establishing new ones.
- B. Every employee shall have the right to present his grievance in accordance with the procedures provided below, free from interferences, coercion, restraint, or reprisal, and shall have the right to be accompanied by a Union representative at all stages of the grievance procedure. It shall be the employee's responsibility to arrange for union representation.
- C. There shall be no discrimination against any employee because he has presented a grievance under this procedure. Nor shall there be any discrimination against any employee because he has given testimony or information in any hearing or conference relating to any matter presented or arising under this procedure.

#### **Section II – Definitions**

- C. "Employee" – shall mean any person represented by the C.S.E.A.

- B. "Grievance" – shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.
- C. "Unit" – The unit of this School District shall consist of the groups of employees assigned to each of the following:
  - 1. Individual buildings
  - 2. Maintenance
  - 3. Transportation
  - 4. Business Office
- D. "Unit Head" – For the purpose of "Grievance Procedures", the Unit Head shall be defined as in accordance with the chain of command per the Board of Education Organizational Chart.
- E. "Day" – Shall be working days

### Section III – The Procedure

Introduction – It shall be understood that matters discussed with the Unit Head in a normal operation of the department, or in casual conversation, are not to be considered as the initiation of the grievance procedure.

An employee who claims to have a grievance shall present his/her grievance in writing to his/her unit head on grievance form 123A, a copy of which is attached to this Agreement. Notwithstanding the provisions of the First Stage below, unless such grievance is initiated in writing within thirty (30) days after the occurrence of the act or when the employee should have known of the occurrence of the act which is the basis of the grievance, it shall be deemed waived and shall not be entertained by the unit head.

#### First Stage

- C. An employee who claims to have a grievance shall present his grievance orally to his Unit Head, as defined above, and state that he is initiating the formal grievance procedure.
- B. The Unit Head shall discuss the grievance with the employee and render an immediate decision or make such investigation as he deems appropriate and consult with his superiors to such extent as he deems appropriate, all on an informal basis and render a deferred decision.
- C. A deferred decision shall be rendered within five (5) working days.

#### Second Stage

- C. If the employee presenting a grievance is not satisfied with the decision made by his Unit Head, he may, within five (5) working days thereafter, request a review and determination of the grievance by the Superintendent of Schools. Such request shall be served upon both the Superintendent and the Unit Head to whom the grievance was originally presented.
- B. The Superintendent may, and at the request of the employee shall hold an informal hearing within five (5) days after receiving the written request and statement from the employee. The employee shall appear at the hearing and present oral or written statements or arguments.
- C. The Superintendent shall consider the oral and written statements submitted by employee and Unit Head and make such investigations as he deems appropriate including informal discussion of the grievance with the employee.
- D. Within five (5) days after the close of the hearing, or within five (5) days after the grievance has been submitted to him if there be no hearing, the Superintendent shall make his decision in writing and communicate the same to the employee presenting the grievance.

#### Third Stage

- C. An employee may appeal from the decision of the Superintendent within five (5) days after notice of such decision. The appeal shall be taken by submitting to the Board of Education a written statement signed by the employee taking the appeal, containing:
  - C. The name residence address, and unit of employment of the employee presenting the grievance.
  - 2. The name, residence address, and unit of employment of each other employee or official involved in the grievance.
  - 3. A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decisions on the grievance up to the time of the appeal.
  - 4. A request for a review of the decision of the Superintendent.
- B. The Board of Education may request the Superintendent to submit a written statement of facts, including a summary of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Superintendent in making his decision. Such written statement shall be submitted within ten (10) days after request by the Board of Education.
- C. The Board of Education shall hold a private hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days' notice in writing of the

time and place of such hearing to the employee, and the Superintendent, both of whom shall be entitled to be present at the hearing.

- D. The hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than a quorum presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board, shall thereupon render its decision.
- E. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Superintendent at the hearing held by him may be introduced at the hearing by the employee, by the Superintendent or upon the request of the Board of Education.
- F. The hearing may be adjourned from time to time by the Board of Education, if, in its judgment, such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the Superintendent shall not be counted in determining the total days of adjournments as herein limited.
- G. The Board of Education shall not be bound by formal rules of evidence.
- H. A written summary shall be kept of each hearing held by the Board of Education.
- C. The Board of Education shall render its decision in writing five (5) days after the close of the hearing. It shall immediately file its decision and the written summary of the proceedings with the District Clerk and shall at the time send a copy of the decision to the employee and the Superintendent. The decision shall include a statement of the Board's findings of fact, conclusions and advisory recommendations.
- J. The report of the Board of education shall be final.
- K. Waiver or extension of time; time for discussion and hearings:
  - C. The time limitations for presentation and resolution of grievances as stated in the procedure may be waived or extended by mutual agreement of the parties involved.
  - 2. All discussions and hearings between an employee, Superintendent and Board of Education, shall be conducted at a time set by the Superintendent.

## **ARTICLE VII**

### **SEPARATION FROM EMPLOYMENT**

Upon separation the employer shall pay all money due to the employee on the next regular payday following such separation. Employees shall be paid at their per diem rate for any unused accrued vacation time, however, they shall not receive payment for unused sick or personal leave time.

Upon separation from employment, the employee shall return to his immediate supervisor all school property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof.

## **ARTICLE VIII**

### **EQUIPMENT**

#### **C. Defective Equipment**

The employer shall not require any employee to, nor shall any employee, take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified.

All equipment which is, in the judgment of the Supervisor of Transportation, not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Under no circumstances will an employee be required, or assigned, to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety or person or equipment.

#### **B. Reports**

Employees shall immediately, or at the end of their shifts, report all defects of equipment. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by the Supervisor of Transportation or Director of Facilities and Operations, whichever is applicable and the defect repaired, or declared not to exist by him.

#### **C. Vehicle and Traffic Law Violations**

Employer agrees to reimburse employee for the payment of fines levied against an employee as a result of defective equipment in or on a school bus being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicles Chauffeur's Manual. Employer shall not be liable for payment of fines resulting from moving traffic violations.

## **ARTICLE IX**

### **UNIFORMS**

The employer will provide at its expense, five (5) uniforms for maintenance and custodial employees in the bargaining unit consisting of pants and shirts together with a suitable outer jacket for use in cold weather.

the employer will provide five (5) uniform shirts to security personnel each year, and a suitable outer jacket for use in cold weather.

The employer will provide part-time drivers, at its expense, with five (5) shirts per year and one (1) out jacket suitable for use in cold weather to all bus drivers upon hire, subject to restrictions and regulations as found in Article IX.

The District shall provide 4 ponchos per building for use by unit members assigned to perform outside duties in inclement weather.

All employees to whom uniforms are issued shall wear the complete uniform only when on duty or carrying out the duties assigned to them. The uniform may be worn by an employee while traveling directly to and from his home to his place of employment.

The uniforms shall be maintained in a neat and clean condition by the employee and changed when necessary to maintain a neat and clean appearance. The employer agrees to replace a uniform, or part thereof, when the same becomes unserviceable through normal wear and tear or when accidentally damaged in the course of employment so that it is no longer serviceable. Loss or damage to the uniform, other than normal wear and tear, will be paid for by the employee to whom the uniform is issued.

Old uniforms or parts thereof shall be turned in prior to a new uniform or parts thereof are issued.

Lockers are to be furnished free of charge where available for all employees covered hereunder.

## **ARTICLE X**

### **PAY PERIOD**

All employees covered hereunder shall be paid in full every other Friday. When the regular pay date falls on a holiday the employer shall pay the employee on the last banking day immediately preceding the holiday.

The pay of ten (10) month employees who are scheduled to work at least 175 days will be annualized at 175 days. The District shall make adjustments through payroll additions or deductions two times per year.

The employer shall make arrangements with a local bank to cash checks on any pay day.

Each employee shall be provided with a statement of gross earnings and statement of deduction made for any purpose.

Unit members shall be permitted to have payroll deductions made for participation in CSEA enrollments, CSEA dental coverage, CSEA vision coverage, CSEA PEOPLE Program, and CSEA PEARL Program. The unit member must inform the payroll office, in writing, of his/her request to have such deductions made

## **ARTICLE XI**

### **JOB DUTIES AND CLASSIFICATIONS**

An employee in one job classification or division of the system may be used in another job classification or division only if no work opportunities are lost by men/women normally performing work in that job classification or division to which he/she is transferred.

An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his/her lack of knowledge in performing the assigned duties provided such damage does not result from a willfully destructive act or gross negligence.

### **OUT-OF-TITLE WORK**

In order to be eligible for out-of-title duty pay, the unit member or his/her union representative must bring his/her claim that she/he has been working out-of-title in writing to the business administrator's attention within two (2) work days of commencement of such work in a vacant position. The business administrator shall state his/her approval or disapproval in writing within two (2) work days after such claim is made or else the same will be deemed honored. In the event of an approval, the higher rate of pay shall be retroactive to the first day of such work. An employee working in a higher paid position shall be paid at the higher rate effective the date of request, if approved. Out-of-title work in a lower paid position shall be paid for at the employee's regular salary or wage rate.



## **ARTICLE XII**

### **VACATIONS**

Vacation shall be credited each year on July 1st. Any employee who has worked less than one (1) full year as of July 1st, shall have vacation prorated at one day per month or part thereof up to ten (10) vacation days total.

EXAMPLE Employee hired January 10th, 1985. On July 1st, 1985 will have worked five full months and part of one month. Credited with six (6) vacation days on July 1st. Entitled to take six vacation days in that school year (July 1, 1985 to June 30, 1986). On January 10, 1990, will have worked five (5) years with the district. On July 1, 1990 he/she will be credited with three (3) weeks vacation.

Two (2) weeks vacation after one year of employment in accordance with the above language and example.

Three (3) weeks vacation after (5) years of employment in accordance with the above language and example.

Effective July 1, 2013, four (4) weeks vacation after ten years of employment in accordance with the above language and example

Five (5) weeks vacation after eighteen (18) years of employment in accordance with the above language and example.

Effective with the 2018-2019 school year, 10 month security guards shall not be entitled to vacation leave. If a 10 month security guard has unused vacation leave at the end of the 2017-2018 school year, such leave shall be forfeited by the employee.

Unit members must submit vacation requests two (2) weeks in advance, absent extenuating circumstances. All vacation requests must be approved by the department supervisor. In the event the District is unable to accommodate multiple vacation requests for the same day(s) due to the needs of the District, the District shall approve the vacation requests based on which requests were made earlier, and if the requests were made on the same day, then on the basis of seniority. Employees may work any authorized vacation time in excess of two weeks at their regular base salary in addition to their regular pay during the school year contingent upon the approval of the department supervisor.

In addition, unit members who are entitled to four or more weeks of vacation per year may seek the approval of the department supervisor to roll over up to one week of vacation from the previous year or be entitled to a pay-out for that weeks's vacation if the department supervisor determines that the same should not be rolled over.

## **ARTICLE XIII**

### **HOLIDAYS**

There shall be thirteen (13) paid holidays per annum for all full- time employees covered by this contract.

The employer shall list all such legal holidays, together with school holidays, and shall submit such list to the employees covered hereunder. Out of the list of holidays so submitted, each employee shall note his or her preference for the thirteen (13) holidays, and the employer shall thereafter designate the thirteen (13) holidays from those holidays which receive the preference of a majority of the employees.

Part-time employees shall receive Thanksgiving, Christmas, and New Years as paid holidays.

## **ARTICLE XIV**

### **SICK LEAVE**

A. Employees covered hereunder shall be entitled to the following sick leave provisions:

First Year of Service	12 days
Second Year of Service	13 days
Third Year of Service, and thereafter	14 days

Sick Leave may be accumulated to a cumulative maximum of 180 days. On July 1 of each year, if an employee has unused sick leave, it will be added to that which has already been accumulated.

Cases of emergency all employees covered hereunder shall be entitled to absence chargeable to sick leave when such absence is incurred on account of the illness of a member of the employee's immediate family residing in the household of the employee at the time of the illness. All such absences for family illness must be for good cause shown and taken only after obtaining approval of the Superintendent of the Beacon City School district, which approval will not be unreasonably withheld.

A doctor's certificate of physical fitness may be required after an absence of three (3) consecutive working days or for absences which indicate a pattern of abuse (e.g., Fridays, Mondays, before or after vacation periods or recess periods). However, a doctor's note may be required at the discretion of the employee's supervisor if the unit member has exhausted his/her annual sick leave allotment.

For each day's absence over and above the sick leave herein provided for, the deletion from the employee's salary shall be 1/260 of annual salary.

Full-time employees who have reached the maximum accumulated sick leave of 180 days as of June 30th, at the end of the following fiscal year, individuals may receive a buy back of sick days in accordance with the following formula:

Sick days taken within the year	Days bought back	Rate
0	8	
1	7	1/260 of
2	6	Annual
3	5	Salary
4	4	
5	3	
6	2	
7 or more	0	

B. Sick Leave for Part-Time/Hourly Employees

:

Five (5) days per year in their first year of employment;  
Six (6) days in their second year of employment; and  
Seven (7) days in their third year of employment and each year thereafter.

Sick Leave for part-time/hourly employees may be accumulated to a maximum of fifty (50) sick days.

In addition, employees will have the right to receive 50% of the cash value of all unused days annually. The District shall provide 41J retirement credit for all unused sick days up to one hundred sixty-five (165) days total.

C. Sick Leave Bank

- 1.) The District shall establish a sick leave bank on behalf of unit members. Employees who wish to join the bank shall donate two (2) days to the bank within thirty (30) days of May 9, 2022. If an employee fails to join the bank at this time, he/she shall not have another opportunity to join until such time as the bank needs to be replenished. Only employees who shall contribute to the bank shall be eligible to receive time from the bank.
- 2.) The sick bank shall be administered by a committee of two (2) District and two (2) CSEA representatives who shall act upon withdrawals. An agreement of a majority of

the committee shall be required in order to grant days from the bank. Withdrawals from the bank shall be limited to employees who are involved in catastrophic, prolonged, or disabling illnesses or accidents who have exhausted their sick leave time. Withdrawals from the sick bank shall further be limited to those employees who have utilized all leave accruals (vacation, sick, and personal) prior to being entitled to draw days from the sick bank. Employees shall be required to provide sufficient medical documentation to substantiate their request. There shall be sixty (60) day limit placed upon any employee's use of the sick leave bank on a per event basis.

- 3.) The sick bank shall be renewable within thirty days after the bank falls below 30 days. To renew the bank, all employees who wish to participate in the bank moving forward shall contribute two (2) sick days to the bank. If the bank is re-opened under this paragraph, and an employee does not contribute two (2) sick days, he/she shall no longer be a member of the sick bank.

## **ARTICLE XV**

### **BEREAVEMENT LEAVE**

All full-time employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for a death in the family, i.e., parents, grandparents, children, brother, sister, spouse and members of the spouse's immediate family.

Part-time employees shall be entitled to three (3) days of paid bereavement leave per occurrence, not chargeable to sick leave, for a death in the family, as defined above, and members of the spouse's immediate family.

## **ARTICLE XVI**

### **PERSONAL LEAVE**

All full-time employees covered hereunder shall be entitled to a maximum of four (4) personal days absence without loss of compensation or deduction from accumulated vacation or sick leave credits; all part-time employees covered hereunder shall be entitled to a maximum of one (1) personal day absence without loss of compensation or deduction from accumulated vacation or sick leave credits, however, each such absence must be approved by the Administration in advance.

Ten month security guards shall be entitled to five (5) personal days. Part-time employees shall be entitled to two (2) personal days.

Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least three (3) days notice of his request, setting forth the reasons for such request and the number of days absence requested. An employee's request for time off for personal business, will be granted without loss of pay upon the approval of the administration where the reason for absence is beyond the control of the individual and cannot readily be scheduled after school hours. At the end of each school year, employees shall be entitled to convert unused personal days to accumulated sick leave.

## **ARTICLE XVII**

### **JURY DUTY**

Employees will have the right to receive their regular pay for up to two weeks per year while serving jury duty. Employees will be required to request an adjournment of jury duty that occurs while school is in session.

## **ARTICLE XVIII**

### **MEALS ALLOWANCE AND LODGING EXPENSES**

Drivers assigned to field trips shall be reimbursed all meal expenses not to exceed the following limits:

Breakfast	\$5.00
Lunch	8.00
Dinner	12.00

Provided, however, that the employee incur such meal expenses during his/her normal meal time and provide a valid receipt. Other employees who, due to emergencies cannot eat at home, shall be entitled to reimbursement, with receipt, for meals or at the option of the District, the District shall provide meals.

Activity drivers shall not be entitled to meal allowance, if he is on a regularly scheduled trip commenced between the hours of 4:30 P.M. and 5:30 P.M. In the event that a field trip terminates after 6:00 P.M. the activity driver thereon shall be entitled to the dinner allowance.

Lodging - Employee shall be reimbursed for reasonable expense incurred in lodging in connection with this provision.

Any employee performing work of an emergency nature after six (6) continuous hours, or two (2) or more hours after his normal quitting time, shall be reimbursed up to the meal allowance shown herein with a valid receipt.

## **ARTICLE XIX**

### **HEALTH INSURANCE**

The Board agrees to pay the rate of 100% for individual coverage and 80% for family coverage under the Empire Plan or other plan equivalent for full-time employees hired prior to July 1, 1984. For full-time employees hired on or after July 1, 1984, the amount of monthly premium paid by the District for any health insurance plan offered by the District shall be based upon the cost of the Empire Plan at the following contribution levels:

The District will contribute 85% of the cost of the premiums for individual coverage and 75% of the cost of the premiums for family coverage. All employees will be responsible to contribute the remaining portion toward the cost of health insurance premiums.

Effective July 1, 2007, bus drivers with regular runs that are thirty or more hours per week may opt for District individual health insurance coverage by having the District contribute 50% toward the cost of individual health insurance premiums, with the employee contributing the remaining 50%

Effective July 1, 2005, the District will deduct employee contributions to health insurance premiums from their total number of paychecks over the course of a year.

On or before June 1<sup>st</sup> of each school year, existing unit members shall inform the business administrator of their decision to opt out of the District's health plan effective July 1<sup>st</sup>. In return for opting out, the unit member shall receive a payment of \$1,000.00 on or before November 15th from the District. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be governed by the rules of the health insurance plan(s) and provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of the buy-out payments for each month remaining in the school year in question. In the event an employee and spouse are employed by the Beacon City School District, only one may carry a family health plan. The spouse who does not carry the insurance shall receive the health insurance buyout.

Employees shall be given the option of purchasing optical or dental insurance at their expense if provided by the District and permitted by the insurance carrier.

In order for a unit member to be eligible for retiree health insurance, the unit member must have completed at least fifteen (15) years of continuous full-time service with the District. Unit members shall contribute in retirement the same percentage of the health insurance premiums that they contributed in their last year of active employment.

## **ARTICLE XX**

### **WORK DAY, WORK WEEK**

The work week shall be Monday through Friday, inclusive, for all full-time employees covered hereunder.

The work day shall be eight (8) consecutive hours, Monday through Friday or Tuesday through Saturday, inclusive of a one-half hour lunch period. There shall be two (2) 10-minute breaks for full-time employees during each work day, one to be taken in the morning and one in the afternoon. Such breaks shall not be taken at the beginning or the end of the day or to extend the lunch period, unless approved by the Supervisor.

Overtime for all hours worked in excess of eight (8) hours a day will be paid at the rate of time and one-half the employee's regular hourly rate of pay.

Part-time employees shall be paid time and one-half for all approved hours work after eight (8) hours.

All employees who are required to regularly perform their duties on Tuesday through Saturday, both inclusive, shall not be eligible for overtime pay for the eight (8) consecutive hours worked on Saturday.

All hours worked on a Saturday in excess of 40 hours/week that is not a holiday shall be paid for at the rate of time and one-half the employee's regular hourly rate of pay.

All hours worked on a Sunday or holiday shall be paid for at the rate of double time the employee's regular hourly rate of pay. Double time will be paid for any work performed on the "middle" day of a three day holiday weekend. Double time will be paid for any work performed on the "two middle" days of a four day holiday weekend.

In the event there is a State of Emergency for the County of Dutchess and there is a ban on roads for non-essential employees, employees required to report to work, and who do report to work, shall be paid double time for all hours worked during the period of the State of Emergency.

Overtime work shall be rotated as equitably as possible within classification. A minimum of three (3) hours pay at the appropriate overtime rate shall be paid for any call-in work.

In the event a unit member (with the exception of transportation unit members) works overtime on a Saturday or Sunday, and then either calls out of work or uses leave time on the next regularly scheduled workday, he/she shall be removed from the overtime list for two (2) weeks.

Criteria for what constitutes a call in versus assigned overtime:

- A. Should the School District request overtime of employees more than twenty-four hours prior to the start of such work, then this shall be considered assigned overtime and shall not be subject to Article XX of the contract as it pertains to call-in pay. Employees shall be paid for all hours worked at the appropriate overtime rate.
- B. Should the School District request overtime from employees twenty-four hours or less prior to the start of such work, then this shall be considered a call in and shall be subject to the call-in provision of the contract which calls for a minimum of three hours pay at the appropriate overtime rate. However, in the event the overtime work is contiguous with the employee's work day, the employee shall be paid for the greater of the time worked or one (1) hour.
- C. Additionally, any overtime assigned on Saturdays, Sundays or Holidays shall be considered a call in and employees shall be compensated for a minimum of three hours pay at the appropriate overtime rate. It shall not, however, be considered a call in for employees who are regularly scheduled to work a Tuesday through Saturday schedule unless such work falls under B above.

Night custodians shall work days when school is not in session, subject to the discretion of the Supervisor of Physical Facilities and Transportation.

Night custodians will resume evening hours if they have been working days one day prior to the beginning of the school year subject to the discretion of the building principal and the Director of Buildings and Grounds.

The Board of Education reserves the right, notwithstanding any other provision in this Agreement, to assign night custodians/ custodial workers and security (only hired on or after May 9, 2022) to the following schedule: Monday, Tuesday, Wednesday, Thursday nights and Saturday days. Work shifts shall only be changed after the affected employee(s) is given at least one week's prior notice of the intended change.

When employees are scheduled to work on a Saturday, but not the Friday or Monday before or after, if the Friday or Monday is a holiday, the Saturday work should be treated as a holiday for pay purposes.

At the Employer's discretion, full-time ten-month bus drivers positions may be implemented for which the driver shall receive forty (40) hours of pay per week while working up to eight (8) hours during an eleven (11) hour period of time. Employees for such positions must hold a Class B license with passenger endorsement; provided, however, that in the first group selected, one shall possess a Class C license. Further the forty-hour positions referenced above shall be offered first to drivers in the bargaining unit on the basis of seniority.

All paid benefit time (e.g. sick, vacation, personal) shall be considered as time worked for the purpose of calculating overtime.



Unit members who as of February 26, 2018 are required by the District to test the District pool shall be paid \$30 per test performed. Any unit member that did not test the pool prior to February 27, 2018 that is thereafter required by the District to test the pool shall receive an annual stipend of \$2,000, and shall not be eligible to receive the \$30 payment per test. The District shall have the discretion to determine the number of unit members to be selected.

Effective May 9, 2022, on days that schools are closed because of an emergency, and a ten month employee is scheduled to work, the employee shall receive his/her regular day's pay for up to a maximum of three (3) emergency days.

Effective May 9, 2022, any employee reporting for snow removal when the entire District is closed shall receive one (1) hour pay for travel time at the rate of time and one half the employee's regular hourly rate of pay.

## **ARTICLE XXI**

### **WORKERS' COMPENSATION**

Employees covered hereunder who are injured at school in the course of their employment and, thus, entitled to Workers' Compensation payment, shall be compensated in the following manner:

- A. Any payment received as Workers' Compensation benefits for an absence for which the employee is paid or payable will be returned to the District so long as the employee receives full salary. Sick leave days shall be reinstated on a pro-rated basis using the ratio between the per diem advance salary payment reimbursement provided by Workers' Compensation and the per diem salary of the employee.
- B. The employee shall be entitled to retain any Workers' Compensation for any period for which the employee is not paid by the District.
- C. All employees are required to report any job related injury or disability to their departmental supervisor as soon as is reasonably possible. All reports must be made no later than twenty-four (24) hours after the injury or disability, if reasonably possible.
- D. The employee shall contact the business office to complete the appropriate forms as soon as possible following the incident, but no later than forty-eight (48) hours, if reasonably possible.
- E. This section shall not apply to lump sum payments for injuries over and above salary reimbursement.

## ARTICLE XXII

### PROPERTY DAMAGE REIMBURSEMENT

The School District will reimburse unit members for the cost of replacing or repairing the following items damaged or destroyed on the job and not covered by Workers' compensation, provided that such loss or damage is made known to the immediate supervisor as soon as possible following the occurrence:

1. \$50.00 deductible/\$500.00 limit for eyeglasses, hearing aids or bodily appurtenances.
2. \$100.00 deductible/\$1,000.00 limit for dentures.

## ARTICLE XXIII

### WAGES AND COMPENSATION

#### A. SALARIES

##### Full Time 12-Month Employees (With Exception of SYSOPS):

Effective July 1, 2021, salaries shall be increased by a flat dollar amount of \$1,250.  
Effective July 1, 2022, salaries shall be increased by a flat dollar amount of \$1,250.  
Effective July 1, 2023, salaries shall be increased by a flat dollar amount of \$1,250.  
Effective July 1, 2024, salaries shall be increased by a flat dollar amount of \$1,000.  
Effective July 1, 2025, salaries shall be increased by a flat dollar amount of \$1,000.

##### Full Time 10-Month Employees:

Effective July 1, 2021, salaries shall be increased by a flat dollar amount of \$800.00.  
Effective July 1, 2022, salaries shall be increased by a flat dollar amount of \$800.00.  
Effective July 1, 2023, salaries shall be increased by a flat dollar amount of \$800.00.  
Effective July 1, 2024, salaries shall be increased by a flat dollar amount of \$675.00.  
Effective July 1, 2025, salaries shall be increased by a flat dollar amount of \$675.00.

##### Bus Drivers:

Effective July 1, 2021, salaries shall be increased an hourly increase of \$0.60.  
Effective July 1, 2022, salaries shall be increased an hourly increase of \$0.60.  
Effective July 1, 2023, salaries shall be increased an hourly increase of \$0.60.  
Effective July 1, 2024, salaries shall be increased an hourly increase of \$0.50.

Effective July 1, 2025, salaries shall be increased an hourly increase of \$0.50.

Aides and Monitors:

Effective July 1, 2021, salaries shall not receive an increase.

Effective July 1, 2022, salaries shall be increased an hourly increase of \$0.60.

Effective July 1, 2023, salaries shall be increased an hourly increase of \$0.60.

Effective July 1, 2024, salaries shall be increased an hourly increase of \$0.50.

Effective July 1, 2025, salaries shall be increased an hourly increase of \$0.50.

SYSOPS

The salary schedule for SYSOPS is set forth in Appendix A.

The salary schedule shall not be increased during the 2022-2023 and 2023-2024 school years.

Effective July 1, 2024, the salary schedule shall be increased by \$1,000.

Effective July 1, 2025, the salary schedule shall be increased by \$1,000.

- B. All full-time employees shall work a minimum of 40 hours per week and in the event employer is unable to provide work for at least 40 hours in any given week, the employee shall be paid his usual and regular amount of pay for working a 40 hour week.
- C. The parties agree that the raise date shall be changed from the employee's anniversary date to July 1 of each year, except that employees who are newly hired within three months of July 1st shall not receive a raise until the next following July 1<sup>st</sup>.

D. LONGEVITY

Longevity shall be paid after the completion of the requisite years of service, as follows:

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
FT 12 Month	3 - \$250	3 - \$275	3 - \$300	3 - \$325	3 - \$350
FT 10 Month	5 - \$1,000	5 - \$1,000	5 - \$1,000	5 - \$1,000	5 - \$1,000
	10 - \$1,000	10 - \$1,000	10 - \$1,000	10 - \$1,000	10 - \$1,000
	15 - \$1,000	15 - \$1,250	15 - \$1,500	15 - \$1,500	15 - \$1,500
	20 - \$1,000	20 - \$1,250	20 - \$1,500	20 - \$1,500	20 - \$1,500
	25 - \$1,000	25 - \$1,250	25 - \$1,500	25 - \$1,750	25 - \$2,000
	30 - \$1,000	30 - \$1,250	30 - \$1,500	30 - \$1,750	30 - \$2,000
Bus Drivers	3 - \$0.15	3 - \$0.20	3 - \$0.25	3 - \$0.30	3 - \$0.35
(hired on or after	5 - \$0.50	5 - \$0.50	5 - \$0.50	5 - \$0.50	5 - \$0.50
4/8/2013)	10 - \$0.50	10 - \$0.50	10 - \$0.50	10 - \$0.50	10 - \$0.50
	15 - \$0.50	15 - \$0.60	15 - \$0.75	15 - \$0.75	15 - \$0.75
	20 - \$0.50	20 - \$0.60	20 - \$0.75	20 - \$0.75	20 - \$0.75
	25 - \$0.20	25 - \$0.40	25 - \$0.60	25 - \$0.80	25 - \$1.00
	30 - \$0.20	30 - \$0.40	30 - \$0.60	30 - \$0.80	30 - \$1.00

Bus Drivers (hired before 4/8/2013)	3 - \$0.15	3 - \$0.20	3 - \$0.25	3 - \$0.30	3 - \$0.35
	5 - \$0.40	5 - \$0.40	5 - \$0.40	5 - \$0.40	5 - \$0.40
	10 - \$0.85	10 - \$0.85	10 - \$0.85	10 - \$0.85	10 - \$0.85
	15 - \$0.50	15 - \$0.60	15 - \$0.75	15 - \$0.75	15 - \$0.75
	20 - \$0.50	20 - \$0.60	20 - \$0.75	20 - \$0.75	20 - \$0.75
	25 - \$0.20	25 - \$0.40	25 - \$0.60	25 - \$0.80	25 - \$1.00
	30 - \$0.20	30 - \$0.40	30 - \$0.60	30 - \$0.80	30 - \$1.00
Aides and Monitors	3 - \$0.15	3 - \$0.20	3 - \$0.25	3 - \$0.30	3 - \$0.35
	5 - \$0.50	5 - \$0.50	5 - \$0.50	5 - \$0.50	5 - \$0.50
	10 - \$0.50	10 - \$0.50	10 - \$0.50	10 - \$0.50	10 - \$0.50
	15 - \$0.15	15 - \$0.30	15 - \$0.50	15 - \$0.60	15 - \$0.75
	20 - \$0.50	20 - \$0.60	20 - \$0.75	20 - \$0.75	20 - \$0.75
	25 - \$0.20	25 - \$0.40	25 - \$0.60	25 - \$0.80	25 - \$1.00
	30 - \$0.20	30 - \$0.40	30 - \$0.60	30 - \$0.80	30 - \$1.00

#### E. STIPENDS

1. Head Custodians at the Beacon High School and the Rombout Middle School will be entitled to \$1,000.00 differential over the regular step for supervisory duties.
2. Seven hundred and fifty dollar (\$750.00) differential is to be given to all night custodians and evening security guards.
3. An electrician/plumber differential of \$500.00 will be paid to employees who receive training at the request of the District. This provision shall not be applicable to the employee who currently receives this differential.
4. A pesticide license stipend of \$500.00 will be paid to the unit member who is required to maintain a pesticide license.
5. Effective July 1, 2021, Amy Dick shall receive a Head Senior Network Specialist annual stipend of \$7,000. This stipend shall be eliminated upon the retirement/separation of Amy Dick.
6. Effective July 1, 2021, any unit member in the Technology Department who holds a Bachelors Degree in a field related to his/her position with the District shall receive an annual stipend of \$1,500.

#### F. CALL-IN PAY

In the event that a driver is called in for a run and that run is canceled without previous notification being given to said driver or an appropriate announcement being made and if the driver appears at the bus garage ready, willing and able to drive, the driver shall be paid the equivalent of two (2) hours wages.

## G. IN-SERVICE COURSES

The District will pay for in-service courses which are related, required and approved by the department supervisor. No salary credit will be paid for courses taken.

H. A "Safety Incentive Plan" shall continue for drivers who complete a full school year (July 1 through June 30) of safe and accident free driving in a school year, as follows:

1. Drivers completing one (1) full year of safe and accident free driving in a school year will receive a one-time bonus of \$100 at the end of the school year.
2. Drivers completing two (2) consecutive full years of safe and accident free driving in a school year will receive a one-time bonus of \$250 at the end of the school year.
3. Drivers completing three (3) consecutive full years of safe and accident free driving in a school year will receive a one-time bonus of \$400 at the end of the school year.
4. Drivers completing four (4) or more consecutive full years of safe and accident free driving in a school year will receive a one-time bonus of \$500 at the end of the school year.

Notwithstanding the above, a driver shall skip the first and second bonus tiers, i.e. \$100 bonus and \$250 bonus, if he/she: (a) has completed at least four (4) consecutive years of safe and accident free driving; (b) has had a year in which he/she is not deemed safe and accident free following the completion of four (4) consecutive years of safe and accident free driving; and (c) was safe and accident free in the school year following the year in which he/she was not deemed safe and accident free.

The bonus shall be pro-rated for substitute bus drivers and office personnel based on the number of days the individual drove for the District during the school year.

A Bus Driver Safety Committee may be established for the purpose of making advisory recommendations to the Director of Transportation as to who should receive any of the bonuses described herein. The committee shall be comprised of the Director of Transportation, Dispatcher, Head Mechanic, Head Bus Driver and a 19-A (or alternate 19-A) examiner. The Director of Transportation's decision shall be appealable to the Assistant Superintendent for Business, whose decision shall be final. Any such appeal must be commenced in writing within 5 business days. This provision shall not be subject to the contractual grievance procedure.

For purposes of this benefit, "safe and accident free driving in a school year" shall mean a full school year (July 1 through June 30) without any of the following items or incidents:

1. Any type of bus facility yard accident;
2. Any type of chargeable motor vehicle accident;

3. Any type of non-chargeable motor vehicle accident that could have been prevented (this will be determined either in-house through an accident review or by the Department of Motor Vehicles);
4. Any speeding either found on the tacograph recorder or GPS recording in the driver's vehicle or by receiving a speeding citation;
5. Vehicle misuse (e.g., failure to report a defect, failure to keep a neat and clean vehicle interior, failure to fuel the vehicle, and/or any unnecessary side wall damage or wear to tires);
6. Failure to report vehicle damage in a timely fashion (e.g., before the vehicle is moved); or
7. Any other violation or unsafe condition as deemed by the Superintendent or his/her designee.
8. Was not absent more than seven (7) days during the school year (not including any absence covered by the Family Medical Leave Act).

## **ARTICLE XXIV**

### **RETIREMENT**

The District shall provide eligible employees with the New York State Employees Retirement plan, Section 75E.

#### **RETIREMENT - CREDIT FOR ACCUMULATED SICK LEAVE**

A full-time employee covered by this contract and retiring with 20 years or more of regular continuous full time service in the Beacon School District and eligible to retire under the New York State Employees Retirement System shall be granted one (1) days pay, based on 1/260 of the base salary earned by the retiree in the final year of work, for every four (4) days of unused sick leave accumulated beyond the first one hundred (100) days at the time of retirement and not to exceed 180 days.

In order to avail themselves of this benefit, the employee must give written notice to the Board of Education and the Superintendent of intent to retire at least three (3) months prior to the date of retirement.

## **ARTICLE XXV**

### **SECTION 204-A, TAYLOR LAW**

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

## **ARTICLE XXVI**

### **EMPLOYEE DISCIPLINE**

1. Those employees in the bargaining unit who are not entitled to the protection of Section 75 of the Civil Service Law, and who are serving in capacities other than as probationary, provisional or temporary employees, shall not be subject to discipline in excess of one week's loss of pay in any one school year, unless a hearing is held before the Board of Education or its designated hearing officer and there is a finding of guilt by the Board upon the charge(s) based upon the preponderance of credible evidence presented at such hearing. Those employees in the bargaining unit hired on or after April 1, 2005 who are not competitive class employees and who are serving in capacities other than as probationary, provisional or temporary employees must serve a minimum of two (2) years before they can avail themselves of the rights set forth in this provision to the extent that such employees will not be entitled to the protection of the procedures set forth under Section 75 of the Civil Service Law or any other formal due process hearing procedures. The procedural due process rights afforded to employees under Section 75 of the Civil Service Law shall apply by reference hereto. (i.e., 8 days notice, right to representation, right to transcript.)
2. During the pendency of such hearing, the employee may be suspended without pay, for a maximum of thirty (30) calendar days, but shall be subject to reinstatement with back pay, offset by outside earnings and unemployment insurance, if any, in the event that there is no determination of guilt or if the penalty is deemed excessive by the Board. The Board's decision shall be final and binding with respect to the determination on guilt or innocence and the discipline.

## **ARTICLE XXVII**

### **DURATION**

This Agreement shall be effective July 1, 2021 and shall continue in effect until June 30, 2026.

BY: Mame

**DATED:** January 9, 2023

BEACON CITY SCHOOL DISTRICT UNIT

BY: [Signature] URS / [Signature] Pres

DATED: 12/30/22



**APPENDIX A**  
**STARTING SALARIES**

	2021-2022	2022-2023	2023-2024	2024-25	2025-2026
<u>Position</u>					
Custodial Worker					
Annual(F/T)	36,012	37,262	38,512	39,512	40,512
Hourly (P/T)	17.31	17.91	18.52	19.00	19.48
Custodian/Groundskeeper					
Annual(F/T)	40,126	41,376	42,626	43,626	44,626
Hourly (P/T)	19.29	19.89	20.49	20.97	21.45
School Matron					
Annual(F/T)	36,012	37,262	38,512	39,512	40,512
Hourly (P/T)	17.31	17.91	18.52	19.00	19.48
Maintenance Worker					
Annual(F/T)	40,983	42,233	43,483	44,483	45,483
Hourly (P/T)	19.70	20.30	20.91	21.39	21.87
Maintenance Mechanic					
Annual(F/T)	48,627	49,877	51,127	52,127	53,127
Hourly (P/T)	23.38	23.98	24.58	25.06	25.54
Head Maintenance Mechanic					
Annual(F/T)	56,847	58,097	59,347	60,347	61,347
Hourly (P/T)	27.33	27.93	28.53	29.01	29.49
Auto Mechanic					
Annual(F/T)	48,627	49,877	51,127	52,127	53,127
Hourly (P/T)	23.38	23.98	24.58	25.06	25.54
Head Auto Mechanic					
Annual(F/T)	56,847	58,097	59,347	60,347	61,347
Hourly (P/T)	27.33	27.93	28.53	29.01	29.49
School Security/Cleaner					
Annual(F/T)	36,012	37,262	38,512	39,512	40,512
Hourly (P/T)	17.31	17.91	18.52	19.00	19.48

School Security/Cleaner 10 month					
Annual(F/T)	26,393	<b>27,193</b>	27,993	28,668	29,343
Hourly (P/T)	17.83	18.37	18.91	19.37	19.83
Sr. School Security 10 month					
Annual(F/T)	31,726	<b>32,526</b>	33,326	34,001	34,676
Hourly (P/T)	21.44	21.98	22.52	22.97	23.43
School Monitors					
Hourly (P/T)	15.00	15.60	16.20	16.70	17.20
Teacher Aides					
Hourly (P/T)	15.00	15.60	16.20	16.70	17.20
Bus Drivers					
Hourly (P/T)	23.25	23.85	24.45	24.95	25.45
Bus Dispatcher					
Annual(F/T)	44,410	45,660	46,910	47,910	48,910
Hourly (P/T)	21.35	21.95	22.55	23.03	23.51
Courier					
Annual(F/T)	36,012	37,262	38,512	39,512	40,512
Hourly (P/T)	17.31	17.91	18.52	19.00	19.48
Head Bus Driver					
Annual(F/T)	40,165	41,415	42,665	43,665	44,665
Hourly (P/T)	19.31	19.91	20.51	20.99	21.47
Head Custodian-BHS	5,000	5,000	5,000	5,000	5,000
Head Custodian-RMS	2,500	2,500	2,500	2,500	2,500
Head Grounds	5,000	5,000	5,000	5,000	5,000

Technology	2021-2022	2022-2023	2023-2024	2024-25	2025-2026
step 1	44,000	44,000	44,000	45,000	46,000
step 2	46,000	46,000	46,000	47,000	48,000
step 3	48,000	48,000	48,000	49,000	50,000
step 4	50,000	50,000	50,000	51,000	52,000
step 5	52,000	52,000	52,000	53,000	54,000
step 6	54,000	54,000	54,000	55,000	56,000
step 7	56,000	56,000	56,000	57,000	58,000
step 8	58,000	58,000	58,000	59,000	60,000
step 9	60,000	60,000	60,000	61,000	62,000
step 10	62,000	62,000	62,000	63,000	64,000
Network Specialst	63,629	64,879	66,129	67,129	68,129
Infor Spec	56,542	57,792	59,042	60,292	61,542

**APPENDIX B**  
**APPLICATION OF THIS AGREEMENT**  
**TO**  
**PART-TIME EMPLOYEES**

The following articles will apply to part-time employees in this Bargaining Unit:

ARTICLE	I	Conditions and Scope of Agreement
ARTICLE	II	Union Security
ARTICLE	III	General Conditions of Employment
ARTICLE	IV	No Strike Pledge
ARTICLE	V	Resolution of Deadlocks
ARTICLE	VI	Grievance Procedures
ARTICLE	VII	Separation from Employment
ARTICLE	VIII	Equipment
ARTICLE	X	Pay Period
ARTICLE	XV	Bereavement Leave
ARTICLE	XI	Job Duties and Classifications
ARTICLE	XVIII	Meals Allowance and Lodging Expense
ARTICLE	XXIII	Wages and Compensation
ARTICLE	XXIV	Adoption of By-Laws
ARTICLE	XXV	Retirements
ARTICLE	XXVI	Section 204a Taylor Law
ARTICLE	XXVIII	Duration Clause

In addition, part-time drivers will be supplied with three (3) shirts, effective July 1, 2000, for the Spring and Summer and one (1) out jacket suitable for use in cold weather to all bus drivers upon hire, subject to restrictions and regulations as found in Article IX.

## **APPENDIX C**

### **DRUG TESTING**

The Beacon Federation of Workers recognizes the right of the Beacon City School District to conduct urine tests on unit members. The District recognizes the right of the Beacon Federation of Workers to negotiate the procedures by which said tests will be taken. The District and the Federation of Workers have mutually agreed on the following drug testing program.

- A. Any employee required to take a physical examination as a condition of their employment or as per the requirements of Article 19-A of the New York State Vehicle and Traffic Law shall, at the time of said physical examination, submit to a urine test for the purpose of detecting drugs.
- B. This program shall apply to those unit members who are subject to a physical examination either as required by law or permitted at the option of the District. The District will exercise its option when it deems the safe transportation of the pupils to be involved.
- C. The District may conduct unannounced urine testing at its discretion on any unit member. No employee may be tested more than three (3) times in any given year and provided further, that any drug tests conducted pursuant to Paragraph A above shall be counted toward the annual testing limitation except where such test is made pursuant to initial employment in the District.
- D. All urine tests are to be done in a doctor's office, school building or medical lab designated by the District. Testing will be done between the hours of 8:00 A.M. and 5:00 P.M. Any unit member being tested shall have the right to an independent test on the same day from a lab or doctor of his/her choice without loss of pay. Copies of test results shall be sent to the unit member and the Superintendent of Schools or his designee.
- E. A positive test result on the initial urine analysis will warrant a suspension without pay. A unit member who is a permanent employee with an annual salary shall be entitled to a hearing on charges brought pursuant to this program. If the testing proves negative the person shall be reinstated and restored without any loss of pay and benefits.
- F. Any unit member refusing a required urine test shall be suspended without pay. Any refusal to comply with the required urine test shall be grounds for dismissal.
- G. All expenses associated with a required urine test will be borne by the District.

**APPENDIX D**

**BEACON CITY SCHOOL DISTRICT  
GRIEVANCE FORM**

FORM 123A

(Write reply, return white copy to sender,  
and retain yellow copy for your files)

GRIEVANCE: \_\_\_\_\_

DATE FILED \_\_\_\_\_

**GRIEVANCE FORM**

Provision of Agreement:

\_\_\_\_\_  
\_\_\_\_\_

Time, Date, and Place of Grievance:

\_\_\_\_\_  
\_\_\_\_\_

Person or Persons Involved:

\_\_\_\_\_  
\_\_\_\_\_

Concise Statement of Facts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief or Settlement Desired:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Grievant

Signed: \_\_\_\_\_  
For the Association

# BEACON CITY SCHOOL DISTRICT GRIEVANCE RESPONSE FORM

STAGE: \_\_\_\_\_

GRIEVANCE NUMBER OR NAME: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

DATED: \_\_\_\_\_

SIGNATURE OF RESPONDENT



**APPENDIX F**  
**EVALUATION FORM**