

MEMORANDUM OF UNDERSTANDING

REGARDING THE RECLASSIFICATION AND ALTERATION OF WORK YEAR AND WORK DAY FOR COMPUTER TECHNICIANS AND CUSTODIAL DEPARTMENT EMPLOYEES

THIS MEMORANDUM OF UNDERSTANDING made this ____ day of _____, 2021, by and between the BALDWIN-WHITEHALL SCHOOL DISTRICT (hereinafter referred to as "District") and the BALDWIN-WHITEHALL SERVICE EMPLOYEES ASSOCIATION, PSEA/NEA (hereinafter referred to as "Association").

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement ("CBA") effective from July 1, 2017 to June 30, 2022; and

WHEREAS, the Association is the certified collective bargaining representative for service employees, including the positions of Custodians and Computer Technicians, employed within the District; and

WHEREAS, the Collective Bargaining Agreement includes terms and conditions of employment as well as compensation rates for all custodial and computer technician positions within the District; and

WHEREAS, the District has identified an area of need for support, within the District that is not addressed by the current CBA; and

WHEREAS, the District has identified areas of potential cost savings in the future employment of custodians and computer technicians while minimizing the financial impact on current custodial and computer technician employees; and

WHEREAS, both parties have agreed to utilize the MOU process for the addition of CBA language regarding the classification of Computer Technician and Custodial Employees;

NOW, THEREFORE, with the intent to be legally bound hereby, the parties agree as follows:

1. Article VI, Section A, Paragraph 1.b.2 shall be revised to include a new category within the Daily and Hourly Custodial Department as follows:
 - a. The new categories shall be defined as a daily and hourly employee, working less than 12 months. As such, no vacation leave is authorized.
 - b. The normal work year for employees in these categories shall be 230 days.
 - c. The work day shall be eight (8) hours per day for the 230 days.

2. For the purpose of Article VI, Section A, Paragraph 1.b.2 and Article VII, Section B, Paragraph 3.a, the classification of categories for employees within the Custodial Employees shall be revised as follows:

Days Worked	Hours Per Day	Old Category	New Category
260	8	I (Head Custodians)	I (Head Custodians)
260	8	II	II
230	8	N/A	III
220	4	III	IV

3. Article VI, Section A, Paragraph 9.b.1 shall be revised to include a new category within the Computer Technician Department as follows:

- a. The new categories shall be defined as a daily and hourly employee, working less than 12 months. As such, no vacation leave is authorized.
- b. The normal work year for employees in these categories shall be 230 days.
- c. The work day shall be eight (8) hours per day for the 230 days.

4. The two, 4 hour, 220-day custodian positions at Central Administration currently held by Evan Tagg, will change to be one, 8 hour, 230-day position. This position will be classified as a Category III position in the CBA.

5. For the purpose of Article VI, Section A, Paragraph 9.b.1, Article VI, Section A, Paragraph 9.b.2 and Article VII, Section B, Paragraph 3.i, the classification of categories for employees within the Computer Technician Employees shall be revised as follows:

Days Worked	Hours Per Day	Old Category	New Category
260	7	I (Level I Techs)	I (Level I Techs)
260	8	II (Level II Techs)	II (Level II Techs)
230	7	N/A	III (Level I Tech)
230	8	N/A	IV (Level II Tech)

6. Effective May 15, 2021, all current and future 230-day Association employees will be compensated for ten (10) paid holidays. The holidays listed below will be inclusive of the 230 days of work expected from employees in these categories. The ten (10) paid holidays are as follows:

- New Years Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas, Day after Christmas, and New Year’s Eve.

7. This MOU shall not be used or referred to as a precedent and shall not constitute evidence of a past practice relative to the interpretation or application of the current or any subsequent collective bargaining agreement. In accordance with the non-precedential nature of the MOU, the District and the Association agree that neither shall refer to this MOU during the course of pending or future grievance proceedings or in any arbitration hearing except to the extent necessary to enforce the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date first above.

ATTEST:

Secretary

BALDWIN-WHITEHALL SCHOOL DISTRICT

By: _____
President

ATTEST

Secretary

BALDWIN-WHITEHALL SERVICE
EMPLOYEES ASSOCIATION

By: _____
President