

**Agreement**

**between the**

**NISKAYUNA CENTRAL SCHOOL DISTRICT**

**and the**

**NISKAYUNA EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

**Effective July 1, 2015 – June 30, 2019**

## **PREAMBLE**

It shall be the public policy of the Niskayuna Central School District (“District”) and the purpose of this agreement to promote harmonious and cooperative relationships between the Niskayuna Central School District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the School District. This agreement is made between the District, and the Niskayuna Educational Support Personnel Association (“NESPA”).

## **BASIC RIGHTS**

NESPA shall have the sole and exclusive right to present all employees in the negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; to designate its own representatives and to appear before and appropriate official of the District to effect such representation; to direct, manage and govern its own affairs; to determine and pursue the wishes of the membership free from any interference, restraint, coercion and discrimination by the District or any of its agents.

## **RIGHTS OF THE EMPLOYEES**

- A. Any employee covered by the provisions of this Agreement, shall be free to join or refrain from joining the NESPA without fear of coercion, reprisal or penalty from NESPA or the District. Employees may join and take an active role in the activities of NESPA without fear of coercion, reprisal or penalty.
- B. An employee may bring matters of personal concern to the attention of the appropriate District’s representatives and officials in accordance with contract, applicable laws and rules.

# Article I

## RECOGNITION

### Section 1

The District has recognized NESPA as the exclusive representation for the collective negotiations with respect to salaries, wages, and other terms and conditions of employment of full-time and part-time employees serving in permanent positions in a negotiating unit consisting of the following positions:

Clerical Assistant (CA)  
Supervisional/Clerical Assistant (S/CA)  
Educational Assistant (EA)  
Teaching Assistant (TA)  
Certified Occupational Therapy Assistant (COTA)

Employees who have been designated “managerial” or “confidential” by the Public Employment Relations Board shall be excluded from the negotiating unit.

### Section 2

NESPA shall have unchallenged representation status for the maximum period by law.

# Article II

## PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT OBLIGATIONS

- A. Pursuant to Section 210, subdivision 1, of the Public Employees Fair Employment Act, NESPA hereby affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.
- B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## Article III

### COLLECTIVE BARGAINING UNIT

#### Section 1.

Descriptions and outlines of job duties of positions within the bargaining unit are as follows:

#### CLASS DESCRIPTION

**CA** Clerical Assistant – Assistants in this category perform clerical duties with a minimum amount of supervision. A familiarity with office routine and procedures and office machinery is extremely helpful. The clerical assistant performs duties such as: typing, keyboarding; data entry; photocopying; collating; filing; assisting with clerical librarian duties; correcting workbooks and recording marks; assisting with the sale, rental or insurance of books; collecting lunch, milk, bus and special fund money; selling school supplies; and other assigned clerical tasks. Supervisional duties shall not exceed 1 – 1½ hours per day as identified in the description for Supervisional/Clerical Assistant. For employees hired after 1/1/95 Supervisional duties shall not exceed 3 hours per day.

A clerical assistant who works for a Department Director shall be considered a Director's Clerical Assistant and shall receive an annual stipend of \$40 times the number of hours in the employee's regularly scheduled work week.

A clerical assistant who works for a Department Director shall work up to ten (10) additional days between the last teacher attendance day of the school year which may be scheduled through mutual agreement by the clerical assistant and Department Director. If the CA and Director cannot agree on any or all of the ten (10) dates, the days worked shall be whichever date(s) are mutually agreeable, if any, and the balance shall be during the five (5) work days immediately following the end of the school year and/or the five (5) work days immediately prior to the start of the next school year, as determined by the Director. The CA will receive his/her hourly rate of pay for the time worked during these ten (10) additional days.

**S/CA** Supervisional/Clerical Assistant – Assistants in this category combine both supervisory duties and clerical duties with a minimum of 1 – 1½ hours of supervision of the school yard; supervising the cafeteria and/or library; assisting teachers in the classroom and on field trips. An S/CA assigned to the elementary school shall first be approved by the Superintendent or his/her designee. Also, they may be assigned clerical tasks as identified in the description of the clerical assistant. For employees hired after 1/1/95, supervisory/clerical duties will be a minimum of 3 hours per day.

S/CAs who works in Transportation as monitors for students on bus runs shall have the following rights:

- A. Bidding for all runs, excluding summer, shall be based upon seniority.
- B. Runs will be for a minimum of 1.5 hours.
- C. If a run is increased more than 1 hour a day, it will be re-opened for bidding.
- D. S/CAs from transportation shall be considered for regular cafeteria/recess duties.
- E. The District shall provide training as required by state law and as necessitated by the Individualized Education Program.

**EA** Educational Assistant – Educational Assistants supervise students and perform other non-instructional services as necessary in support of teaching duties when such services are determined and supervised by teachers.

The duties of educational assistants include, but are not limited to, the following: preparing, maintaining and posting of lists, displays, charts, etc.; setting up and operating media equipment; assisting with set-up and utilization of computer hardware and software; assisting students with behavioral/management needs; assisting in proctoring and other tasks related to the administration of examinations and assisting in correction of test papers; recording of grades; maintaining files and preparing reports.

**TA** Teaching Assistant – Teaching Assistants shall be certified in accordance with the Commissioner’s Regulations and may require special training and/or credentials to provide services for students with special needs.

The duties of teaching assistants include, but are not limited to, the following: utilizing their own special skills and abilities by assisting in instructional programs; working with individual pupils or groups of pupils on special or modified instructional projects; assisting pupils in the use of available resources, and assisting in the development of instructional materials; providing information about students to assist teacher in the development of appropriate learning and behavioral experiences; assisting in related

instructional work as required; assisting students with specific health-related activities and/or physical care tasks as required.

Teaching assistants may, at any time, carry out the responsibilities elaborated in the job descriptions of educational assistant, clerical assistant, and supervisory/clerical assistant.

The Teaching Assistant's primary responsibility in the classroom is tutorial in nature.

**COTA** Certified Occupational Therapy Assistant – COTAs shall be certified as required by NYS law. COTAs provide treatment according to a plan developed by or in collaboration with a licensed occupational therapist. COTAs work under the supervision of a licensed occupational therapist or a licensed physician. COTAs participate in the assessment/evaluation process and the IEP process. COTAs also participate in goal development, intervention plan development, client documentation, and related functions and tasks including staff and parent caregiver training.

## Article IV

On the first Friday of the school year in September, employees will be paid one-half (1/2) of their pay that would otherwise be due the first pay day in September.

Section 1 Salary: The salary schedules are attached hereto as Appendix A.

Effective July 1, 2015 all unit members shall receive a 1.91% salary increase. Starting salaries for all positions shall also be increased by 1%.

Effective July 1, 2016 all unit members shall receive a 1.91% salary increase. Starting salaries for all positions shall also be increased by 1%.

Effective July 1, 2017 all unit members shall receive a 1.91% salary increase. Starting salaries for all positions shall also be increased by 1%.

Effective July 1, 2018 all unit members shall receive a 1.91% salary increase. Starting salaries for all positions shall also be increased by 1%.

Section 2. Contract Reopener

## CONTRACT REOPENER

The District and the Association recognize the uncertain economic circumstances currently facing all levels of government and the potential impact on school funding.

Either party may request a meeting to discuss the provisions of the contract at any time, the other party is not obligated to accept the request.

However, if any of the following conditions below were to occur either party may request a meeting and the other party must meet to negotiate in good faith as described herein.

- A. Overall adverse economic factors resulting in significant change in revenue or expenditures may trigger reopening of contract.
- B. If the base contract salary increase for any contract year is greater than 150% or less than 50% of the Consumer Price Index (CPI). This index will be based upon the average CPI rate as of July 1 of the proceeding 12 month period. The CPI to be used will be the Consumer Price Index for All Urban Consumers (CPI-U) for the Average of U.S. Cities as per the Federal Bureau of Labor Statistics, [www.BLS.gov](http://www.BLS.gov) (Refer to examples)
- C. Any Federal or State action or legislation that amends or alters the terms and conditions of the executed Collective Bargaining Agreement. Changes to terms and conditions shall be mutually agreed upon through a formal negotiation process.

Good faith bargaining as defined by Public Employees Relations Board (PERB) would be required of both parties if the contract reopener clause is utilized. One party would be required to notify the other party in writing that the reopener clause is being invoked. Negotiations shall commence within 15 business days of notifications.

The following Articles of the collective bargaining agreement could be discussed:

- A. Article IV Compensation
- B. Article XII Comprehensive/Medical
- C. Any other articles mutually agreed upon for consideration.

Section 3. In the event of a promotion, the person will be placed on the closest regular hourly salary of the new salary grade schedule that will result in a salary increase equal to at least one increment.

Section 4. Time up to and including 40 hours per week shall be straight time paid at the employee's contractual rate. Approved overtime in excess of 40 hours per week is to be compensated at one and one-half time rate.

Section 5. Longevity: A longevity stipend (not added to a base salary) is to be granted after completion of full-time service in the District as follows:

	<u>5-9 years</u>	<u>10-14 years</u>	<u>15-19 years</u>	<u>20-22+ years</u>
20-29 hrs.	\$200	\$400	\$700	\$1,000
30+ hrs.	\$200	\$500	\$900	\$1,300

The payment will be based on the employee’s then current position and will be paid in the first payroll period following the anniversary date.

Section 6. Substitute Teacher Rate – Personnel who carry out the full duties of a substitute teacher are to be paid at the substitute teacher rate or the hourly rate of the employee, whichever is higher. Bargaining unit employees, who work temporarily in a higher level classification in the NESPA bargaining unit, shall be paid at a rate of pay equal to their current hourly salary placement in the higher classification only for those hours of work for which they are working in the higher level classification.

Section 7. Promotions and/or Vacancies and New Positions

In the event of a vacancy or the creation of a new position or a promotional opportunity, the position shall be posted in order to give the present staff an opportunity to apply. Current employees will be considered for all vacancies prior to outside hiring. Vacant positions will be posted for five (5) work days during the school year, September 1 – June 30. During the summer vacation period, July 1 – August 30, vacant positions will be posted for seven (7) calendar days.

The administration will provide written notification to the NESPA President or Co-President of job postings.

Section 8. Reclassification Procedure

- A. Where an employee, group of employees or the NESPA believe that the employee(s) are misclassified or performing job duties and responsibilities inconsistent with the employee(s) job description as hereinabove contained, such classifications may be submitted and appealed to the following procedure by the employee(s) and/or NESPA. This section shall not be deemed to relinquish the right of NESPA or any employee to appeal his/her classification in accordance with applicable regulations.
- B. Classification Appeals Committee (“Committee”) shall be established consisting of one building administrator or department person; one representative of the District Administration; two representatives appointed by NESPA. The specific composition of the committee may vary.



- C. Notice of Appeal to the Committee shall be submitted by the employee(s) or NESPA to the Assistant Superintendent of Schools who shall notify and convene the members of the Committee. The Committee will attempt to hear the appeal within ten working days following the Assistant Superintendent's receipt of the notice of the appeal.
- D. The Notice of Appeal should include the date of appeal, employee's name, school, current classification, immediate supervisor, and a brief statement indicating the basis for the appeal. The statement should include the duties actually performed, an estimate of time spent and frequency of performing such duties, and, if possible, pertinent information concerning the employee(s) direction to perform such duties.
- E. The appellant may summon witnesses and shall have the obligation to provide evidence to support the contention of misclassifications.
- F. Other interested parties shall be entitled to present other information concerning the classification appeal as appropriate.
- G. Upon hearing all testimony and evidence pertinent to the classification question before the Committee, the Committee will review the facts and evidence and make a recommendation to the Association and the Board for their respective action.

## **Article V**

### **PAYROLL DEDUCTIONS**

NESPA shall have exclusive payroll deductions of membership dues under the following conditions:

- A. 1. The NESPA shall provide a signed authorization for the individual and transmit it to the Business Office. The deduction will begin with the second payroll after submittal.
- 2. The authorization shall be on a form approved by the District. Once this authorization has been filed it need not be renewed each year. Any changes in the amount of dues to be deducted will be made automatically in accordance with paragraph 3 below.
- 3. The deduction shall be at a rate derived by dividing the number of pay periods into the amount of the unified membership dues.

The NESPA will notify the Business Office by August 1 of the amount the dues will be for that year and the amount deducted each payroll. The deductions will begin with the first payroll in September and will continue until the total is deducted.

4. An individual may revoke the authorization by filing a form supplied by the District with the Business Office. The deduction is to cease by the second payroll following the revocation.

The District is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from payroll by resignation or otherwise. An individual may make a timely request to have deducted.

5. Payment of such dues withheld shall be made to the Treasurer of the Unit within five (5) days following each payroll date.

B. Repayment of loans from the First New York Federal Credit Union will be made according to the schedule provided by the member provided that the schedule is in even amounts except for a first or last balancing payment, and provided the authorization is filed with the Business Office.

C. The Board of Education shall provide for payroll deduction on a regular amount at each payroll period for contributions to the United Way. The Board of Education will provide for overall administration of the United Way appeal, and NESPA will distribute information concerning the United Way appeal and transfer pledges or contributions to the district liaison person with the United Way.

D. The Board of Education shall provide payroll deduction on a regular amount at each payroll period for the systematic savings through the Credit Union.

E. The District will comply with Federal and State law in making deductions from the paycheck of an employee.

## Article VI

### WORK YEAR

The work year for all ten-month employees shall be the school calendar year adopted each year by the Niskayuna Board of Education. The work year for eleven month employees in the school calendar year adopted each year by the Niskayuna Board of Education plus twenty days.

# Article VII

## SNOW DAYS

Section 1. Ten-month employees are not required to report for work when school is closed because of snow. Personnel who were scheduled to work on those days will have no loss in pay, no matter how many hours a week they work.

In the event an eleven-month employee is required to work on a snow day, the employee shall receive an extra day's pay for each such day worked.

Section 2. When school opening is delayed, those who report to work the same time as the student starting time will be allowed to report for work at the delayed starting time.

Those who report to work at a time after student starting time are expected to report at the normal time, except they shall not be required to report earlier than the delayed starting time. Employee regular time is 9am, student regular time is 7:30am. Two hour delay student time is 9:30am, and employee delay start time is 9:30am.

Those who report to work before student start time will receive the same delayed interval (ex. School start time 9:05 a.m. – employee regular start time 7:30 a.m. – delay interval 1 hour, employee delay start time – 8:30 a.m.).

# Article VIII

## PERSONAL LEAVE OR BUSINESS LEAVE

Section 1. Each employee who is assigned 30 hours per week or more may be allowed up to four (4) full days of personal leave or business leave per year. Each employee who is assigned 15 hours or more but less than 30 hours per week may be allowed up to two (3) full days of personal leave or business leave per year. Personal leave or business leave is granted upon the following conditions:

- A. The following criteria must be met.
1. The general reason is given at the time of the request [reason is not required for one (1) day leave requests].
  2. Advance notice is given, unless an emergency prohibits such advance notice. In the event that an employee needs to be absent for more than one (1) day's duration, the employee will inform the immediate supervisor, stating the reason for the requested absence.
  3. Approval is given.
  4. Personal business cannot be taken care of outside of working hours.

B. The following GENERAL REASONS may be used:

1. Banking
2. Educational (Ex. Enrolling in college course or Graduate School, etc.)
3. Home Maintenance (Emergency)
4. Legal
5. Medical
6. Military
7. Religious
8. Relocations (Ex. House hunting, acquiring estimates from moving co.)
9. Family Business (The following reasons are considered ACCEPTABLE):
  - a. College Visitations
  - b. Family Crisis (Ex. Short notice of no childcare)
  - c. Extending a vacation due to unforeseeable circumstances, such as a hurricane, tornado, snowstorm...those events that would make scheduled travel impossible.
  - d. Social Events involving IMMEDIATE family members.

Some examples are:

Parents Significant Anniversary (25<sup>th</sup>, 50<sup>th</sup>, etc.)

Child's Graduation

Child's Wedding

Child's School Trip
10. Other (Ex. Working the election poll)

If you have a request that is not specifically covered please use #10 (other) and include a description of the business to which you need to attend. Any request

that is denied, which meets the acceptable guidelines, may be grieved through Union representation. The Assistant Superintendent and the NESPA President (or Co-President) will discuss the request.

If any employee's regular schedule of work hours is reduced without the employee's consent, the number of personal business days to which the employee is entitled shall be based upon the number of hours work immediately prior to any reduction.

Section 2. Unused personal leave days shall be converted to unused sick days and added to the employee's unused accumulated sick leave.

Section 3. Employees may request an unpaid leave of absence not to exceed one (1) year. The reason for this leave must be stated in writing. The final decision of granting or denying such leaves rests with the Board of Education. Normally, expected for medical reasons and other extenuating circumstances, requests for such leave must be made at least three (3) months prior to the starting date. Upon return from leave, the person will return to the same job title.

Section 4. All benefits to which an employee was entitled, at the time of leave of absence without pay commenced including unused cumulative sick leave, service increment, and seniority rights shall be restored to him or her upon return service.

Membership in the group health insurance plan may be retained during the leave upon payment of full costs (on a quarterly basis in advance) by the employee.

Upon return from leave, the person will be returned to the specified position vacated unless the position has been abolished in which case layoff procedures shall apply.

The person on leave must provide written notice of intent to return to the Assistant Superintendent of Schools three (3) months prior to the expiration of leave. If this notice is not received, termination of employment will be made at the end of the leave.

## Article IX

### DEATH AND ILLNESS IN FAMILY

Section 1. Each employee who is assigned 20 hours per week or more may be allowed to take up to five (5) full days each year of absence due to death and illness in the immediate family with no loss in pay. Immediate family for purposes of this section shall include the following: own

grandparents, father, mother, sister, brother, spouse, child, mother and father-in-law, and grandchild. For other family members and family-like relationships two (2) days of leave shall be granted.

Section 2. In the event of more than one death or illness in the immediate family during the year, the leave time is extended by a maximum of five (5) days and up to five (5) days for illness in the immediate family.

Section 3. Unused family sick days shall be added to an employee's unused family sick leave accruals at the end of each school year. Employees shall be permitted to accrue up to a total of fifteen (15) family sick days at the end of each school year. Accrued leave may only be used for family sick days and may not be used for bereavement leave unless approved by his or her supervisor.

## Article X

### MEDICAL DISABILITY AND SICK LEAVE

Section 1. Personnel employed 20 hours or more a week on an annual school year basis shall be allowed ten (10) days for personal illness or medical disability with no loss in pay. If any employee does not use the full amount of sick leave days allowed in any school year, the amount not used shall be accumulated from year-to-year and used, if needed, up to a total of 190 working days.

The District reserves the right to require a doctor's certificate or verification of the employee's illness or disability as a condition of granting paid sick leave.

Section 2. Personnel assigned 15-19 hours per week shall be allowed five (5) days for the personal illness or physical disability with no loss in pay.

Section 3. For first year employees, sick day leave shall be earned monthly on a pro-rata basis [one (1) day per month for 20 or more hour per week employees and ½ day per month for less than 20 hour per week employees].

Section 4. In the event of a long-term absence due to illness a full-time employee shall utilize the sick leave allowance available under this policy until not more than five (5) days of sick leave available. The employee shall have the option of reserving not more than five (5) days of sick leave before receiving benefits under the Disability Insurance Program provided the request

is made in writing prior to five (5) days before the sick allowance is to be fully used. An election to reserve up to five (5) days of the sick leave allowance may not be revoked.

The Disability Insurance Program is available to personnel who belong to the Retirement System and who are appointed to an assignment of 30 hours or more per week.

Section 5. At the commencement of the school year each employee shall be advised of the number of days of sick leave credit accumulated.

Section 6. Teaching Assistants and COTAs who qualify for the retirement benefit in Article XIII, Section 4(2)(b), may choose between that retirement benefit or the receipt of payment in the amount of \$35 per day for each day of sick leave beyond 50 accrued as of the date of retirement.

Section 7. Teaching Assistants separating from employment with the District, other than for retirement and except upon termination for cause, shall receive a sick day buyout in the amount of \$35 per day for each day of sick leave beyond 50 accrued as of the date of separation.

## Article XI

### WORKING CONDITIONS

Section 1. When current unit positions are changed or eliminated by the Board of Education, NESPA will be notified at least 20 days prior to the change becoming effective. NESPA will have the option of responding to the District, either in writing or verbally, regarding the proposed changes. Whenever possible, seniority will be considered when reductions are made within the NEPA unit.

Section 2. Personnel will be informed of their job status by June 15 of the preceding calendar year. Employees shall also be notified of their tentative duties, building assignment, supervisor and hourly salary for the coming school year by June 15 of the preceding school year, to the extent practicable. All employees shall be made aware, in writing, of their duties, building assignment, supervisor and salary by the first day of the new school year.

Section 3. Any unit member currently employed by the District, who is appointed to a temporary position of less than a year in duration, will be returned to the job previously held upon termination of the temporary position.

Section 4.

- A. District Seniority shall be based upon an employee's total service with the District commencing with the employees first date of the employment in the District in bargaining unit position. Classification seniority shall be based upon an employee's total service within a particular classification as provided in Article III, hereinabove. Layoffs shall be made in inverse order of seniority by classification with seniority based upon total service in that particular classification. A laid-off employee with greater District seniority shall have the right to "bump" a less-senior employee in lower classification if the laid-off senior employee has been employed in that classification. The district will follow Civil Service law when reductions in force occur.

In the event two employees have the same seniority date, the employee hired earlier in the day, by accepting the offer of a position from the Superintendent or District employee designee shall be deemed to have the greater seniority.

- B. In the event of a reduction in the work force, the District shall notify NESPA 20 calendar days prior to the impact of said reduction. Upon written request of NESPA the District shall meet with NESPA to review such anticipated layoff at least seven (7) calendar days prior to the date of layoffs. The District shall provide NESPA a list of employees scheduled for the layoff at least five (5) days prior to the meeting with Representative.
- C. An employee who refuses to accept an appointment afforded by the layoff procedure described under 4 above, for whatever reason, waives all rights regarding transfer to another classification and shall be laid off.

Employees laid off will be placed on a recall list as entitled by NYS law with the last to be laid off being entitled to the first chance at a position which becomes open, for which the employee is qualified. An employee who refuses to accept an appointment when notified, shall have whatever rights are provided under NYS law with regard to continuation or removal from the recall list.

If a former employee is rehired from the recall list within one (1) year from layoff date, that employee will retain seniority and longevity from the previous employment in the District.

Section 5. Upon request, the District shall provide the Union with an up-to-date seniority list within twenty school days showing name and seniority date(s) of all unit members. Such a list shall be used exclusively in determining seniority rights of employees under this provision.



Section 6. All new personnel added to the seniority must be full-time, minimum of 20 hours per week employees.

If an employee's hours are reduced by the District, seniority shall continue to accrue. Employees who are currently less than 20 hours, hired for less than 20 hours or voluntarily want less than 20 hours of work, will not accrue seniority.

Section 7. Work Area – The District shall provide employees with work area facilities and environment in compliance with Applicable Federal and State Regulations and Standards.

## Article XII

### COMPREHENSIVE MEDICAL INSURANCE COVERAGE AND HOSPITALIZATION

Section 1. Disability insurance is available for employees assigned 30 hours or more per week, who are members of the NYS Employee Retirement System or New York State Teachers Retirement System. Current rates are available in the Business Office.

Section 2. The District shall provide comprehensive medical, dental, life and accidental death insurance. This benefit shall be provided to members of the negotiating unit who are employed not less than 30 hours per week for ten months per year.

The District will provide health insurance through the Blue Cross EPO (Exclusive Provider Organization) and the Blue Cross PPO (Preferred Provider Organization) plans. The District will provide dental insurance through a self-funded, point of service plan that will be administered by Delta Dental.

#### EPO and Dental Premiums

The percentage of payment for the Blue Cross EPO plan and the Delta Dental plan be as follows:

<u>Effective Date</u>	<u>District %</u>	<u>Employee %</u>
July 1, 2015	80%	20%

#### PPO Premiums

The District shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plan.

New Hires – Employees hired after 7/01/06 and thereafter shall join the EPO Plan and shall contribute 25%. Upon five (5) years of service in the district, the employee shall have the choice of either the EPO or PPO plan.

#### Retiree Health Insurance

When an employee retires with at least five (5) years of service in the district, and qualifies

for benefits under the New York State Retirement System, the employee shall be eligible for continued medical-dental insurance coverage.

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. For the PPO plan, the District shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees. For the dental plan the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%.

Section 3. An employee who qualifies for benefits as of January 15, 2015 by working 30 hours or more but whose time is decreased by the District from the 30 hour per week qualifying threshold, as set forth in Section 2 of this Article, shall continue to receive benefits. Benefits shall include medical, dental, life and accidental death insurance. This provision shall not serve to provide benefits to employees who do not qualify and have never qualified.

Section 4. Additional information concerning the health insurance plan is available from the Business Office.

## **Article XIII**

### **RETIREMENT**

Section 1. Retirement membership is available to employees in keeping with policies of the New York State Employees Retirement System and the New York State Teacher's Retirement System. The District does not have any jurisdiction. Booklets are available in the Business Office.

Section 2. An employee may use up to 165 days of unused accumulated sick leave for retirement purposes in accordance with the 75-I retirement plan.

Section 3. The District shall provide the 75-I option for qualifying Tier I and Tier II employees, effective July, 1 1992.

Section 4.

1. District Eligibility

The employee must be fifty-five years of age or more and have been a full-time employee 20 hours per week or more, for a minimum of 10 years at the end of which they will retire.

2. Benefit Payments

a. The employee who is eligible under the above stated requirements must give written notice to the District of intent to retire no later than 3 months prior to actual date of retirement or no later than April 1<sup>st</sup> of the school year at the end of which they will retire.

b. The District, upon the employee's retirement from service, shall pay the following:

20-29 Hours	\$3,500
30 Hours or More	\$4,000

c. The computation of the retirement incentive will be prorated on the hours per week if the individual's hours have been involuntarily reduced.

d. The payment shall be made as soon as possible after retirement but no later than January 31 of the year following the employee's retirement.

Section 5. A retiring member shall receive either the retirement benefit payment or sick day at retirement payment (for Teaching Assistants and COTAs only, as aides receive retirement service credit of up to 165 days for their accrued sick time), whichever is greater.

## Article XIV

### INSERVICE COURSE OR PROFESSIONAL LICENSE COURSES

Section 1. If an employee is obligated by the Superintendent to take a course approved by the District, the employee shall be paid the employee's regular hourly rate while in actual attendance at said course.

Section 2. The District will reimburse an employee up to \$300 per annum for the cost (including license fees and the cost of required courses) of maintaining a current valid license required by the State of New York for the performance of his or her duties as an employee of the District.

The District will reimburse COTA's a sum not to exceed \$300 per year for the cost of maintaining certification or licensure (including fees and the cost of required courses).

## **Article XV**

### **OTHER BENEFITS**

Section 1. Civil Service Benefits – for those who are in the New York Employees Retirement System or the New York State Teachers' Retirement System, the death benefit plan will be added to the Retirement Plan (section 60b and 360b).

## **Article XVI**

### **CHILDING REARING LEAVE**

Section 1. An employee upon 30 days written notice to the Superintendent may request a leave, without pay, for purposes of child rearing, for up to one year. In the case of adoption of an infant child the employee shall provide the District with reasonable notice depending upon the notice received by the employee of the arrival of the child.

Section 2. No benefits shall accrue during the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A child rearing leave may be shortened or extended upon written application to and with the approval of the Superintendent.

## **Article XVII**

### **JURY DUTY LEAVE**

Section 1. An employee called for jury duty shall be granted leave to serve, provided that the Board of Education shall only be obligated to pay an amount equal to the difference between the employee's normal salary as computed on a daily basis and the daily jury duty fee paid by the court less travel reimbursement as provided by the Commissioner of Jurors, and provided further that the Board shall only be obligated to pay said difference. If excused from jury duty the employee is to report to the regular assignment for the balance of the day.

# Article XVIII

## WORK SECURITY

Section 1. If there is consideration of the possibility of discontinuing the employment of a full-time employee who has completed one-year continuous service; the employee shall be entitled to an informal hearing before the Superintendent of the Superintendent's District employee designee.

Section 2. The employee may request the reason(s) for consideration of a dismissal and have the right to present relevant information, which will aid in reaching a decision prior to any action to dismiss or retain.

Section 3. If the decision by the Superintendent or designee is not satisfactory to the employee, the employee may request a review by the Board of Education or a committee of its members. The employee must notify the Board of Education in writing within ten (10) school days of the date of decision by the Superintendent or designee if a request is made for such a review.

Section 4. Within twelve (12) school days after reviewing the written request or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with the employee and their representative for the purpose of resolving the issue.

Section 5. The employee may be represented by NESPA or a representative chosen by the employee.

# Article XIX

## INFORMATION DATA

Section 1. The District will make available to NESPA, upon request necessary data for negotiation and contract implementation purposes.

The District will provide a list of employees indicating dates of employment and classifications, hourly salary, hours per week, and salary.

# Article XX

## GRIEVANCE PROCEDURE

### Section 1. Purpose

It is the policy of the District and NESPA that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Accepted resolutions at any stage shall bind the parties to the resolution but, except as otherwise agreed in writing, shall not be precedents in a later grievance proceeding.

### Section 2. Definitions

- A. A “grievance” is any alleged violation or any dispute with respect to its meaning or application.
- B. An “employee” is any person in the unit covered by this agreement.
- C. An “aggrieved party” is the employee or group of employees who submit a grievance.

### Section 3. Submission of Grievance

- A. Before submission of written grievance, the aggrieved party must attempt to resolve it informally with the immediate supervisor and in so doing shall give notice that a “grievance” is being raised.
- B. Each grievance shall be submitted in writing on a form approved by the District and the NESPA (see attached), and shall identify the aggrieved party, the provision of this agreement or other directive involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, conditions and general statement of the grievance and the redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. The aggrieved party may be represented at any formal level of the procedure by a representative chosen by the employee.

## Section 4. Grievance Procedure

### A. Immediate Supervisor

The immediate supervisor shall respond in writing within ten (10) working days after receipt of each grievance. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within five (5) working days thereafter to the Assistant Superintendent of Schools.

### B. The Assistant Superintendent or designated representative shall, upon request, confer with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of the position with respect to the grievance no later than ten (10) working days after it is received.

### C. Board of Education

Within five (5) working days of the determination by the Assistant Superintendent, if the Grievant is dissatisfied, the Grievant may make written request to the Board of Education for review and determination.

The Board of Education or sub-committee thereof will hold a hearing within ten (10) working days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within fifteen (15) working days after the hearing.

### D. Arbitration

1. In the event the NESPA wishes to appeal a decision of the Board of Education, it may appeal to arbitration by filing a demand for arbitration upon the New York State Public Employment Relations Board (with a copy to the Superintendent) within 15 working days of the receipt of the Board decision.
2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the NESPA claims have been violated. The demand for arbitration may not add to the issues previously considered at the Board level, and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.
3. The arbitrator shall be selected using the services and procedures of the New York State Public Employment Relations Board. The rules of the New York Public Relations Board, as amended by this Agreement shall govern the arbitration.
4. The arbitrator shall have no power to add to, subtract from, or modify from the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the

claimed violation of this Agreement has occurred. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrary in advance of receiving evidence upon any other issues. The decision and award of the arbitrator shall be binding upon both parties.

5. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.
6. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.
7. An award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

#### Section 5.

The time limits at any step(s) may be extended by written mutual consent of the parties.

## **Article XXI**

### **TEACHING ASSISTANT EVALUATION**

Section 1. The parties to this agreement recognize that the Commissioner's Regulations require that newly-appointed Teaching Assistants undergo a three year probationary period prior to gaining tenure as certified Teaching Assistants.

Section 2. The District, upon consultation with representatives of the Union, shall develop a new evaluation instrument to be utilized in the annual evaluation of Teaching Assistants.

Section 3. Such annual evaluation of non-tenured Teaching Assistants shall include a minimum of two direct observations/evaluations of the work performance of each Teaching Assistant in each school year. One observation/evaluation shall occur by November 1 and the second observation/evaluation shall occur by March 1.



Section 4. Observation/evaluations of Teaching Assistants that record work performance in need of improvement shall describe the performance observed and shall provide clear direction(s) and/or instruction(s) to improve the work performance of the Teaching Assistant.

Section 5. Teaching Assistants whose work performance has been deemed to be in need of improvement shall be observed/evaluated again not less than 60 days and not more than 120 days after the initial observation/evaluation.

Section 6. For tenured Teaching Assistants, the evaluation process includes one meeting per year with supervising administrator to discuss the TA's assignment for the year, meeting the needs of students, etc. This meeting shall occur by October 31<sup>st</sup>. One observation will take place in each 3-year cycle following the granting of tenure (this is in addition to the annual meeting stated above). This observation could take place in year 1, year 2, or year 3 of the tenure cycle. A summative evaluation shall be completed by May 1 in year 3 of the cycle.

## Article XXII

### SAVINGS CLAUSE

Section 1. If any article or part thereof of this agreement or any additional thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement of any addition thereto shall not be affected.

Section 2. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and that no negotiations on this agreement will be conducted on any item whether contained herein, or not, during the life of this agreement, unless by mutual agreement of the parties.

# Article XXIII

## DURATION OF AGREEMENT

Section 1. The agreement shall commence July 1, 2015 and continue in effect until June 30, 2019.

Section 2. Each employee in our Bargaining Unit shall receive a copy of this agreement.

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
NESPA

\_\_\_\_\_  
NESPA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix A

## Starting Hourly Salaries For the Period or 7/1/15 to 6/30/19

	<b>CA 2015-19</b>	<b>S/CA 2015-19</b>	<b>EA 2015-19</b>	<b>TA 2015-19</b>	<b>COTA 2015-19</b>
<b>7/1/2015</b>	<b>10.48</b>	<b>11.28</b>	<b>12.13</b>	<b>14.47</b>	<b>20.14</b>
<b>7/1/2016</b>	<b>10.58</b>	<b>11.39</b>	<b>12.25</b>	<b>14.61</b>	<b>20.34</b>
<b>7/1/2017</b>	<b>10.69</b>	<b>11.50</b>	<b>12.37</b>	<b>14.76</b>	<b>20.54</b>
<b>7/1/2018</b>	<b>10.80</b>	<b>11.62</b>	<b>12.49</b>	<b>14.91</b>	<b>20.75</b>

# Appendix B

## Grievance Form

Date of Filing \_\_\_\_\_

Stage

1. Principal/Designee \_\_\_\_\_

2. Supt./Designee \_\_\_\_\_

3. Board of Ed. \_\_\_\_\_

1. Grievant \_\_\_\_\_

2. Position \_\_\_\_\_ Building \_\_\_\_\_

3. Contract Provision Allegedly Violation \_\_\_\_\_

4. Time, Date and Place of Violation \_\_\_\_\_

5. Statement of the Grievance (include events and conditions of the grievance and the person responsible). \_\_\_\_\_

6. Redress Sought \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responder's signature

\_\_\_\_\_  
Position

7. Response \_\_\_\_\_

8. Initial applicable statements:

\_\_\_\_\_ I hereby accept the above determination.

\_\_\_\_\_ I hereby decline the above determination.

\_\_\_\_\_ I intend to process the grievance to the next stage.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Use additional sheets if necessary.

**GRIEVANCE TIMELINE**

Step 1a	Date of Informal Discussion	_____
		Notice of Grievance
Step 2a	Date of Receipt of Grievance	_____
Step 2b	Date of Response	_____
		NLT Ten days of Step 2a
Step 3a	Date of Receipt of Step 2	_____
Step 3b	Date of Appeal to Asst. Superintendent	_____
		NLT Five days of Step 3a
Step 4a	Date of Receipt of Appeal	_____
Step 4b	Date of Meeting	_____
Step 4c	Date of Response	_____
		NLT Ten days of Step 4a
Step 5a	Date of Step 4	_____
Step 5b	Date of Appeal to Board of Education	_____
		NLT Four days of Step 4c
Step 6a	Date of Receipt of Appeal	_____
Step 6b	Date of Hearing	_____
		NLT Ten days of Step 6a
Step 6c	Date of Response	_____
		NLT Fifteen days of Step 6b
Step 7	Date of Receipt of Demand For Arbitration	_____
		NLT Fifteen days of Step 6c