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AGREEMENT

BETWEEN

THE NISKAYUNA CENTRAL SCHOOL DISTRICT

AND THE

NISKAYUNA EDUCATIONAL SECRETARIES ASSOCIATION

JULY 1, 2002 - JUNE 30, 2007

PREAMBLE

It shall be the public policy of the Niskayuna Central School District ("District") and the purpose of the Agreement to promote harmonious and cooperative relationships between the District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the district. This Agreement is made between the District and the Niskayuna Education Secretaries Association ("NESAS").

BASIC RIGHTS

- A. NESAS shall have the sole and exclusive right to represent 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 any 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 or discrimination by the District or any of its agents.

- B. There shall be no discrimination by the Board or NESAS, or the representatives of either of them, against any employee on account of membership in the Unit, or absence thereof, or because of race, creed, color, sex, age or national origin.

ARTICLE I

RECOGNITION

Section 1. The District has recognized NESAS as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full and part-time employees serving in permanent positions in a negotiating unit including the following positions:

Typist	Sr. Account Clerk
Payroll Audit Clerk	Executive Secretary I
Computer Operator	Senior Stenographer
Stenographer	Executive Secretary II
Account Clerk Typist	Steno Secretary

Section 2. NESAS shall have exclusive payroll deductions of membership dues under the following conditions:

- A. 1. NESAs shall provide a signed authorization from 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 number 3 herein 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.

NESA will notify the Business Office by August 1 of the amount the dues will be for that year and the amount to be 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.
 5. 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 any balance of dues owed.
 6. Payment of such dues withheld shall be made to the Treasurer of NESAs within five days following each payroll date.
- B. Repayment of loans from the First Teachers 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 that the authorization is filed with the Business Office.
 - C. The Board of Education ("Board") shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The Board will provide for overall administration of the United Way Appeal, and NESAs 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 shall provide payroll deduction of a regular amount at each payroll period for the systematic savings through the Credit Union.

Section 3. NESAs agrees that it will not assert the right to strike against the District, to assist or participate in any such strike, any other concerted stoppage of work or slowdown by its members, or to impose obligation upon its members to conduct, assist, or participate in such a strike.

Section 4. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications of the Agreement shall continue in full force and effect.

Section 5. This agreement is the result of collective negotiations between the District and NESAs. This Agreement shall supersede any rules, regulations, or practices of the District, which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the District with respect to all matters not specifically covered in this Agreement shall remain rights and prerogatives of the Board.

Section 6. Before the District adopts a change in policy covered or not covered by this Agreement, but which affects salaried office employees, terms and conditions of employment, change or modification of job classifications, the District will notify NESAs in writing that it is considering such a job change. NESAs will have the opportunity to respond in person or in writing to the District over such proposed change, provided that it file such a request with the District within 10 working days after receipt of said notice.

ARTICLE II

DEFINITIONS

Section 1. "District" means the Central School District No. 1 of the Towns of Niskayuna and Glenville, Schenectady County; Clifton Park, Saratoga County; Colonie, Albany County; commonly known as the Niskayuna Central School District.

Section 2. "Employee" means all employees of the District serving in Schenectady County Civil Service Commission classified position in the "Secretarial Service negotiating unit", except substitute personnel, as defined in policy 9610.0 of the District.

Section 3. "Full time". As used in this Agreement "full time" means an employee scheduled to work 35 or more hours per week.

ARTICLE III

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1. Upon a request of either of the parties for a meeting to open negotiations, a mutually acceptable meeting date shall be set between February 15 and March 1. A later date may be set by mutual consent of the parties.

Section 2. Designated representative(s) of the District shall meet at such mutually agreed upon places and times with representatives(s) of NESA for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. All parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Section 3. All parties shall furnish each other in good faith available information which is requested by the other party and which is appropriate to the items being negotiated.

Section 4. The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiations. The expense of such consultants shall be borne by the parties requesting them.

Section 5. When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of the parties to the negotiations. The final agreement shall be submitted to NESAs and the Board for ratification.

Section 6. Should an impasse be reached in negotiations, the pertinent provisions of the Taylor Law will apply.

ARTICLE IV

SALARY AND RELATED ITEMS

Section 1.

- A. Annual Wage Increase - For a permanent office employee to receive a wage increase, the date of the official appointment must be no later than January 1.
- B. Promotion - When personnel are promoted from positions within the negotiating unit, experience and qualification will be considered and they shall receive at least a 5% increase over their current rate of pay for each job classification promoted.
- C. Range - A salary rate with a minimum shall be established as follows:

<u>Job Classification</u>	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>	<u>7/1/06</u>
A-Typist	10.41	\$10.62	\$10.83	\$11.05	\$11.27
B	11.25	11.48	11.71	11.94	12.18
C-Executive Sec. I	12.20	12.44	12.69	12.95	13.21
C/D-Computer Operator	13.01	13.28	13.54	13.81	14.09
D-Executive Sec. II	13.18	13.44	13.71	13.99	14.26
E-Sr. Acct Clerk/Payroll Clerk	14.16	14.44	14.73	15.02	15.32

D. Wage Increases

	<u>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>	<u>7/1/05</u>	<u>7/1/06</u>
Typist	\$1,000	\$1,025	\$1,050	\$1,075	\$1,100
Ex. Sec. I	1,050	1,075	1,100	1,125	1,150

Ex. Sec. II 1,100 1,125 1,150 1,175 1,200

Wage increases are to be pro-rated for 10 and 11-month employees. Employees must be hired prior to January 1 to receive the increase due the following July 1.

Hire Rate - The District shall hire new employees at the minimum of the range for the employee's job classification, except that experienced applicants may be hired at a rate of pay that is up to 10% above the minimum rate.

- E. Longevity. A longevity increment is to be granted after 10 years, a second increment after 15 years, and a third increment after 20 years of full time service in the District.

The longevity increments will be granted as follows:

1. After 10 years of full-time service - \$500
2. After 15 years of full time service - \$1000
3. After 20 years of full-time service - \$1500

To be pro-rated for 10 and 11 month employees

4. The following table identifies the computation for employees who are entitled to longevity payment when the completion of their year occurs on a month other than the beginning of the school year.

<u>12 Mo. Employees</u>		<u>11 Mo. Employees</u>		<u>10 Mo. Employees</u>	
July	100%	July or Aug.	100%	September	100%
August	92%	September	91%	October	90%
September	83%	October	82%	November	80%
October	75%	November	73%	December	70%
November	76%	December	64%	January	60%
December	58%	January	55%	February	50%
January	50%	February	46%	March	40%
February	42%	March	37%	April	30%
March	33%	April	28%	May	20%
April	25%	May	19%	June	10%
May	17%	June	10%		

June 8%

Commencing with the subsequent school year the longevity payment will be at the 100 percent rate.

5. NESAs may designate that the longevity payment be made in one lump sum during the first pay period in December.

- F. Overtime Pay. Full time employees hired after July 1994 shall work thirty-seven and one-half (37 1/2) hours per week at straight time and shall receive time and one-half pay for work over 37 1/2 hours in a week. In computing overtime, paid leave used during the pay period, excluding vacation and holidays, will be counted as time worked.

With the approval of his or her supervisor, an employee may receive compensatory time, at a time and one half rate, in lieu of cash paid overtime. Compensatory time shall be used at a time mutually agreeable to the employee and the supervisor. Full time employees hired prior to July 1994 will be paid at time and one half for hours worked beyond the seven- (7) hour day.

ARTICLE V

RETIREMENT PROVISIONS

- A. Retirement The District shall provide the 1/60 non-contributory New York Retirement Plan known as the 75-e program and Sections 41j of such Retirement System which allows an employee to use up to 165 days of unused accumulated sick leave for the purpose of obtaining additional service retirement credit.

In the event that the programs listed below are not available at the time they are to take effect the District shall provide NESAs with equivalent moneys to provide other benefits for its members.

The District shall continue to provide Section 60B guaranteeing a minimum death benefit of three times the annual rate of pay with a maximum amount of \$20,000.

The District will adopt the Section 75-i option under the New York State Employees Retirement System effective July 1, 1992. Such option will be provided, pursuant to law, to eligible Tier I and Tier II employees.

B. Retirement Compensation

1. Eligibility

To be eligible, an employee must meet the following conditions:

- (a) The employee must be a full-time staff member of the District.
- (b) The employee must be fifty-five years of age or more and be eligible for benefits under the New York State Retirement System.
- (c) The employee must have been a full-time employee in the District for a minimum of 10 years to qualify for this program.

2. Benefit Payment

- (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 three months prior to the date of actual retirement. If there are extenuating circumstances, the Superintendent may waive the three-month notice requirement.
- (b) Employees who retire with at least 10 years service in the Niskayuna Central School District under the rules of the New York State Employees Retirement System shall receive a retirement benefit of 25% or the employee's final year's salary.
- (c) At the request of the employee part or all of the incentive shall be paid in the first pay period in the calendar year following retirement.
- (d) Final year's average salary is computed as the salary received in the 12 months prior to the date of retirement.

ARTICLE VI

HEALTH BENEFITS

A. Health Insurance.

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 of the year. Effective July 1, 2003, the district shall pay the dollar equivalent of 80% of the average of the two lowest HMO premiums offered to eligible employees. The premium shall be determined as of July 1 of each year. Secretaries shall pay the remainder of the premium of the health insurance plan chosen by the secretary.

Employees who retire during the first year of this agreement will pay 27.5% of the premium cost for such insurance. The district will pay the remaining 72.5%. Thereafter, the HMO formula in the above paragraph shall apply. (District shall pay 72.5% of the average of the two lowest HMO premiums).

Deductible

Effective July 1, 1994, the annual deductible for the Self-Funded Insurance Plan shall be \$100 for the individual plan and \$300 for the two-person and family plan.

HMO Co-Pay

Effective February 1, 1998 the office visit co-pay shall be \$15.

B. Supplemental Life Insurance. The District will continue to provide a life insurance program which provides coverage of \$15,000 for an employee 25 years of age and younger, which decreases by \$500 per year until the coverage becomes \$5,000 at age 45. The District shall pay 25% of the premium cost of such insurance. The employee shall pay the remaining 75%.

C. Disability Benefits. The District will continue to provide full-time employees with the disability benefits program providing short-term and long-term disability benefits at the rate of up to 60% of the disabled employee's regular monthly earnings. The District shall contribute one half of the premium up to one percent of the employee's salary and all of the required premiums in excess of that amount.

- 6.4 “Grandfathered” Benefits. An employee who had previously qualified for benefits by working 35 hours or more, but whose time decreased from the 35 hour per week qualifying threshold shall continue to receive benefits provided by this Article during the term of this Agreement. This provision shall not serve to provide benefits to employees who do not qualify and have never qualified.

ARTICLE VII

RESIGNATIONS, VACANCIES AND LAYOFF

- A. Resignations. When an employee voluntarily resigns a position, as much advance notice as possible shall be given, but in no case less than two weeks.
- B. Job Vacancies. 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 at least one week prior to the time provided for applicants to make application in order to give the present staff an opportunity to apply.

If the qualifications of the applying employees are equal, the position as described in the first sentence shall be filled on the basis of District seniority with the most senior employee(s) being given such position(s).

- C. Layoff. In the event of layoff, whereby the number of personnel is cut back for any reason deemed necessary by the Board, layoffs within each job classification shall be upon the basis of seniority and those with the least amount of service shall be the first to be severed.

Seniority shall be determined by the employee’s length of service with the District. Time spent on leaves of absence and other authorized leaves, not to exceed one year, and time lost because of duty connected disabilities shall be included.

ARTICLE VIII

HOLIDAYS

- A. All 12 month employees shall receive the following paid holidays:

Independence Day	Day Before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Jr.
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
1/2 Day before Thanksgiving	Memorial Day

All 10 and 11 month employees shall receive the same paid holidays with the exception of Independence Day. However, if an 11 month employee's work schedule includes Independence Day, that day will be given as a paid holiday. If a holiday falls on a Saturday or Sunday, another day is to be substituted.

- B. Any employee who is called in for duty on a recess as defined in the school calendar will be paid at a rate of one and one-half times the employee's hourly rate.
- C. Any employee who is called in for duty on a paid holiday or on a Sunday will be paid at a rate of double the employee's hourly rate.

ARTICLE IX

WORK DAY/YEAR

- A. The time of the seven-hour workday is to be that which is best suited to the needs of the department or school such as determined by the supervisor and the employee. The day shall include a minimum of a 30-minute lunch period making a minimum of seven and one-half hour elapsed time for the day.

On one-half the number of work days in a year, the District may schedule bargaining unit employees to a seven and one-half (7 1/2) hour work day and a 30 minute lunch period, making an elapsed time of 8 hours for the day. However, full time employees hired after July 1994 shall work an eight- (8) hour day, inclusive of a 30-minute lunch period.

- B. The work year for 12-month employees is from July 1 through June 30, exclusive of vacations, approved holidays, Saturdays and Sundays.
- C. The work year for 10-month employees is from September 1 through June 30, exclusive of school recess periods, approved holidays, Saturdays and Sundays.
- D. The work year for 11 month employees is from July 1 through June 30, with the exception of 23 days off without pay either in July or August or a part thereof unless otherwise mutually agreeable; and exclusive of school recess periods, approved holidays, Saturdays and Sundays. The time off is to be approved by the immediate supervisor.
- E. The work year for part-time employees (less than 17.5 hours) appointed by the Board and full-time employees employed for a part of a year, is for the period of actual work performance. No credit for school recess periods or approved holidays will be granted.

ARTICLE X

LEAVES AND ABSENCES

Section 1. Illness - Personal

- A. Employees hired on a 12-month basis may be allowed 13 full days of sick leave each year for personal illness.
- B. Employees hired on an 11-month basis may be allowed 12 full days of sick leave each year for personal illness.
- C. Employees hired on a 10-month basis may be allowed 11 full days of sick leave each year for personal illness.
- D. Part-time employees appointed by the Board and full time employees employed for a part of a year, may be allowed up to five days of sick leave each year for personal illness.
- E. In the event of a long-term absence due to illness, the employee shall utilize the sick leave allowance available under this policy until not more than five days of sick leave remains available. The employee shall have the option of reserving not more than five days of sick leave before receiving benefits under the Disability Insurance Program provided the request is made in writing

prior to five days before the sick leave allowance is to be full used. An election to reserve up to five days of the sick leave allowance may not be revoked.

- F. All sick leave shall be credited as of July 1 of each year. Sick leave shall be allowed to accumulate to a maximum of 165 days calculated as of June 30 of each year. Sick leave may be used in units of one-half day.

Section 2. Death and Illness - Family

- A. Each employee may be allowed up to five full days each year for an absence due to death and illness in the immediate family, with no loss in pay. The immediate supervisor is to be notified in advance of the absence unless emergency prohibits.

Members of the immediate family include husband and wife, children, brothers and sisters, father and mother, grandparents and any other person who resides in the immediate household.

In the event of more than one death in the immediate family during the year, the leave time is extended by a maximum of five days.

Section 3. Personal Business - Other than School Related

- A. Each 12 month employee may be allowed up to three full days and part-time personnel may be allowed up to two days each year for business other than related to school with no loss of pay provided:
 - 1. The general reason is given at the time of the request.
 - 2. Advance notice is given, unless emergency prohibits.
 - 3. Approval is given by immediate supervisor.
 - 4. Personal business cannot be taken care of outside of working hours. Personal business leave will not be granted for an employee's wedding or honeymoon.
- B. Personal business days may not be taken preceding, on, during or immediately following a school vacation day, a holiday, the employee's vacation or the first and last weeks of school. Where a true emergency exists the employee must give reasons for requesting the business day(s) to the immediate supervisor.

- C. Each 11 and 10 month employee may be allowed up to three days. Part-time personnel may be allowed up to two days each year for business other than that related to school with no loss of pay provided the above criteria are met.
- D. Unused business leave days shall be added to the employees accumulated sick leave.

Section 4. Unpaid Leave

Unpaid leaves of absence may be given individual consideration by the Superintendent provided:

1. The employee has a permanent Civil Service status.
2. The reason for inability to work is given in writing.
3. The absence is not more than one year.
4. The employee has been in this position for a minimum of one continuous year.
5. The employee, except for medical reasons, must request such leave at least three months prior to the starting date. If there are extenuating circumstances, the Superintendent may waive the three-month notice requirement.
6. Employees on an unpaid leave of absence may continue their insurance coverage by paying the full premium during the term of the leave.

An employee granted leave has the right to return to fill his or her own position if leave does not exceed one year. The Superintendent shall be notified of the intent to return to the District at least four months prior to the termination of the leave. If there are extenuating circumstances, the Superintendent may waive the four-month notice requirements. The period of absence does not count toward an increment or other benefits.

Section 5. Jury Duty Leave

An employee called for jury duty leave shall be granted leave to serve, provided that the Board 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, 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 their place of employment for the balance of the day.

Section 6. Child Rearing Leave

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 the 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.

No benefits shall accrue during the period of 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 XI

VACATIONS

Employees Hired Prior to July 1, 2002

All 12-month employees with twelve or more months of continuous service prior to July 1, shall receive 15 days vacation with full pay. Those with less than 12 months of continuous service prior to July shall receive one day of paid vacation for each month of continuous service. After 15 years of service, all 12-month employees shall receive additional vacation of one day per year for each year after 15 years to and including the 22nd year.

For Employees hired on or after July 1, 2002

12-month employees hired on or after July 1, 2002 shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-8 years	10
9-17 years	15
18 and above	20

Ten and eleven month employees shall receive the school recess periods, as determined by the approved school calendar, as their vacation period.

Vacations

Vacations may be scheduled at one or more time periods under the following conditions:

1. If at all possible, the first two weeks are to be taken the last week of July and the first week of August. Any exceptions should be requested in writing to the Assistant Superintendent.
2. Vacation is to be scheduled in periods of not less than one week except that when the vacation time equals a number of days other than a multiple of five, such days may be taken at the rate of one or more days at a time.
3. Vacations are to be taken on non-school days if taken during the school year, and between the first day of the week in which July 1 occurs and second Friday prior to the first day of school, if taken during the summer.
4. Vacations are to be prior approved by the administrator responsible for the category of personnel.
5. When the work of the District makes it undesirable to schedule all vacation time according to personnel requests, personnel with seniority are to be given first consideration.
6. Any exceptions are to be approved by the Assistant Superintendent on the basis of special needs of the staff members and the degree of interference with the program of the schools.
7. A retiree shall be granted vacation pay on the basis of proportionate time for a part year.

ARTICLE XII

SNOW OR OTHER ADVERSE WEATHER DAYS

When a snow day is declared by the District, all employees covered by this Agreement shall receive the day off without loss of pay.

Any employee called in to work on a declared snow day or who is actually working at the time of the declaration shall be paid at time and a half for the time worked. This clause shall not apply if the declaration is made after the start of pupil school day.

ARTICLE XIII

EVALUATIONS AND CONFERENCES

- A. Evaluation Procedure. To assure evaluating of new secretarial and clerical employees which will maintain current high standards and facilitate improvement of employees through personal interviews.
1. The Civil Service Performance Rating Sheet is to be impartially completed by the immediate supervisor. This rating sheet is to be evaluated by an administrator who is cognizant of both the duties and capabilities of the employees.
 2. The supervisor will review the rating sheet(s) with the employee prior to permanent appointment.
 3. The supervisor shall discuss weaknesses of employee and recommend possibilities for improvement.
 4. The employee shall sign this rating sheet to signify their knowledge of the rating.
 5. A copy of this evaluation rating sheet(s) should accompany the recommendation for permanent appointment.
- B. Conference - Whenever the Superintendent or designated representative authorizes an employee to attend a conference or workshop, the employee or employees shall be given time off with pay as well as with reimbursement for reasonable expenses necessarily incurred.
- C. Course - If an employee is authorized by the Superintendent to take a course, the employee shall be paid the respective hourly rate up to forty (40) hours. For all hours in excess of 40, the employee shall be paid a one and one-half the hourly rate, while in actual attendance of said course.

ARTICLE XIV

RECLASSIFICATION AND REALLOCATION

The District agrees to meet with a committee consisting of three members of NESAs for the purpose of discussing the duties and responsibilities of any classified position at least once per year, if so requested by NESAs. Ten days notice shall be given. This Section shall not be deemed to relinquish the right of NESAs or an employee to proceed under the Civil Service Law of the State of New York or Schenectady County.

ARTICLE XV

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF 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 XVI

WAIVERS

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 contained herein, or not, during the life of this agreement, unless by mutual agreement of both parties.

ARTICLE XVII

DURATION

This Agreement is for the duration of the contract year July 1, 2002 to June 30, 2007.

DATE_____

NESA_____

DATE_____

NESA_____

DATE_____

DISTRICT_____

DATE_____

PRESIDENT, BOARD OF EDUCATION

GRIEVANCE PROCEDURE

Section 1. Purpose

It is the policy of the District and NESAs 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. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in later grievance proceedings.

Section 2. Definitions

- A. A 'grievance' is any alleged violation of this agreement 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 Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally 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 NESAs and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a 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 30 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 of his or her choice.

Section 4. Grievance Procedure

- A. Unit Supervisor

The Unit Supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the Unit 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 one calendar week thereafter to the Assistant Superintendent.

- B. Assistant Superintendent

The Assistant Superintendent or his or her designated representative shall, upon request, confer with the aggrieved party(ties) with respect to the grievance and shall deliver to the aggrieved party(ties) a written statement of his or her position with respect to it no later than two weeks after it was received.

- C. Board of Education

Within five days of the determination by the Assistant Superintendent, if the aggrieved is not satisfied, the employee may make written request to the Board for review and determination. The Board or subcommittee thereof will hold a hearing within 10 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 calendar days after the hearing.

- D. Arbitration

1. In the event the NESAs wish to appeal a decision at Step 4, 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 Step 3 decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.

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 NESA claims have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, 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 State Public Employment 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 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 and if so what the remedy shall be. Should the District or NESA 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 arbitrability in advance of receiving evidence upon any other issue. 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.

GRIEVANCE FORM

Date of Filing _____

Stage

1. Unit Supervisor _____

2. Asst. Supt. _____

3. Bd of Educ. _____

Grievant:

Position: _____ Building: _____

1. Contract Provision Alleged Violated: _____

2. Time, Date, Place of Occurrence: _____

3. Statement of the Grievance (include events and conditions of the Grievance and person responsible). _____

3. Redress Sought: _____

Grievant's Signature _____

4. Response: _____

Date

Signed

Grievant's response to the District Initial applicable statements:

_____ POSITION

_____ I hereby accept the above determination.

_____ I hereby decline the above determination and

I intend to process the grievance to the next stage.

Signature of Grievant

Date

Use additional sheets if necessary

