



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Niskayuna Central School District and Niskayuna Educational Support Personnel Association (NESPA) (2005)**

Employer Name: **Niskayuna Central School District**

Union: **Niskayuna Educational Support Personnel Association (NESPA)**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/11**

PERB ID Number: **7945**

Unit Size: **152**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

between the

NISKAYUNA CENTRAL SCHOOL DISTRICT

and the

NISKAYUNA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Effective July 1, 2005 until June 30, 2011

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 /NEA (“NESPA”).

BASIC RIGHTS

NESPA 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 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 the 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 the contract applicable laws and rules.

ARTICLE I

RECOGNITION

Section 1

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

- Clerical Assistant
- Supervisional/Clerical Assistant
- Educational Assistant
- Teaching Assistant
- 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 permitted by law.

ARTICLE II

PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT OBLIGATIONS

A. Pursuant to Section 210, subdivision 1, of the Public Employees Fair Employment Act, the 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, including key punching; photocopying; collating; filing; assisting with clerical librarian duties; correcting workbooks and recording marks; assisting with the sale, rental or issuance of books; collecting lunch, milk, bus and special fund money; selling school supplies; and other assigned clerical tasks. Supervisional duties shall not exceed 1 – 1 ½ 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.

The clerical assistant who works for a Department Director shall be considered a Director's Clerical Assistant and shall receive an annual stipend of \$35 times the number of hours in the employee's regularly scheduled work week.

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 per day. The Supervisional/Clerical Assistant performs duties such as escorting pupils; assisting in supervision of the school yard; supervising the cafeteria and/or library; assisting teachers in the classroom and on field trips. 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.

EA Educational Assistant – Teacher aides supervise students and perform other services as necessary in support of teaching duties when such services are determined and supervised by teachers.

The duties of teacher aides 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 in the physical care tasks and health-related activities as appropriate; 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 individuals 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.

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.

2005-06 Salary Schedule – Increase salaries of employees not moving to a new step (“off step”) and COTA’s by 4.5%. Delete Step 1 from salary schedule.

2006-07 Salary Schedule - Increase salaries of employees not moving to a new step (“off step”) and COTA’s by 4.5%. Delete Step 2 from salary schedule.

2007-08 Salary Schedule – Increase salaries of employees not moving to a new step (“off step”) and COTA’s by 4.5%. Delete Step 3 from salary schedule.

2008-09 Salary Schedule - Increase salaries of employees not moving to a new step (“off step”) and COTA’s by 4.5%. Delete Step 4 from salary schedule.

2009-10 Salary Schedule – Increase salaries of employees not moving to a new step (“off step”) and COTA’s by 4.5%. Delete Step 5 from salary schedule.

2010-11 Salary Schedule - Increase salaries of employees not moving to a new step (“off step”) and COTA’s by 4.5%. Delete Step 6 from salary schedule.

Effective July 1, 2005 the starting salary of COTA's shall be \$16.00 per hour and shall increase by 4.5% in each year of this Agreement.

Section 2. Personnel are appointed each year by the Niskayuna Board of Education on an annual basis. The hourly rate for an assignment will be determined by the classification for the position.

Section 3. For the duration of this Agreement, step movement will occur only on July 1. An employee who has completed a year of service prior to the preceding January 1 will advance a step on the schedule on July 1. An employee who completes a year of service after January 1 will advance an increment step on the July 1 next succeeding the completion of such year of service.

Section 4. In the event of a promotion, the person will be placed on the closest regular step of the new salary grade schedule that will result in a salary increase equal to at least one increment on the old schedule.

Section 5. Time off is to be granted for approved extra hours up to 40 hours in a week provided the time off is within the same school year as the time worked. Approved overtime in excess of 40 hours per week is to be compensated at one and one-half time rate.

Employees shall be granted approved compensatory time within the semester in which it is earned or by mutual agreement between the building administrator and the employee, the compensatory time may be extended into the semester following the time period worked. Employees will record and report any approved time by the Supervisor worked beyond their regular hours on a form to be provided by the District. If the compensatory time cannot be scheduled between the Supervisor and employee, the employee will be compensated in monetary compensation.

Section 6. Longevity: A longevity increment is to be granted after ten years of full-time service in the District, a second longevity increment is to be granted after 15 full years full-time service in the District, and a third longevity increment is to be granted after 20 years of full-time service in the District. The payment will be based on the employee’s current position.

Effective 7/1/05	20-29 Hours	\$300
	30 Hours or More	\$400

Longevity payments for eligible employees shall be paid on the employee’s anniversary date. The District shall calculate Federal and State withholding, consistent with law, to maximize the amount of the longevity check as if it were paid in a separate check.

Section 7. 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 step placement in the higher classification only for those hours of work for which they are entitled to the higher level pay.

Section 8. 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 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 7 calendar days.

The administration will make a mailing of job postings to the NESPA President or any employee who supplies the Assistant Superintendent with a self-addressed stamped envelope and requests job postings to be sent during vacations, sick leave or other absences.

Section 9. Hiring New Personnel

The maximum prior experience credit is Step 6 in all classifications.

Section 10. 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 the 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 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 misclassification.
- 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 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 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 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.

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.

5. Payment of such dues withheld shall be made to the Treasurer of the Unit within five days following each payroll date.
- B. Repayment of loans from the Schenectady 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 shall provide for payroll deduction of 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 of 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 full time ten-month employees shall be the school calendar year adopted each year by the Niskayuna Board of Education. Full time is 20 hours per week or more.

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 that 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 for 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. Example: If the delayed start time for students is 11 a.m. the employee would report to work at 11 a.m.

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 three (3) full days of personal leave or business leave per year. Each employee who is assigned 20 hours or more but less than 30 hours per week may be allowed up to two (2) 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.
 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 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 hurricane, tornado, snowstorm...those events that would make scheduled travel impossible.
 - d. Social Events involving IMMEDIATE family members.
Some examples are:
Parents Significant Anniversary (25th, 50th etc.)
Child's Graduation
Child's Wedding
Child's School Trip

The following reasons are considered UNACCEPTABLE:

- Family vacations
- Extending a vacation by choice
- Social Events (Except those involving IMMEDIATE family)

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-Presidents) 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 worked immediately prior to any reduction.

Section 2. Employees assigned 15-19 hours per week shall receive one personal leave day per year.

Section 3. Unused personal leave days shall be converted to unused sick days and added to the employee's unused accumulated sick leave.

Section 4. 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, except for medical reasons and other extenuating circumstances, requests for such leave must be made at least three months prior to the starting date. Upon return from leave, the person will return to the same job title.

Section 5. All benefits to which an employee was entitled, at the time the 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 to 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 to the Assistant Superintendent of Schools three months prior to the expiration of the 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 up to five (5) full days each year for 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 days of leave shall be granted.

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

ARTICLE X

MEDICAL DISABILITY AND SICK LEAVE

Section 1. Personnel employed 20 hours or more per 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 165 working days. Effective July 1, 2006 the total number of allowable accumulated sick leave days shall be increased to 170, and the maximum number of allowable accumulated sick leave days shall be increased by five days in each succeeding year of the agreement (i.e., 175 on July 1, 2007, 180 on July 1, 2008, 185 on July 1, 2009, and 190 on July 1, 2010).

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 personal illness or physical disability with no loss in pay.

Section 3. First year employees shall earn sick leave at one day per month worked.

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 remains

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 leave 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.

ARTICLE XI

WORKING CONDITIONS

Section 1. When current unit positions are changed or eliminated by the Board of Education, the 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 NESPA unit.

Section 2. Personnel will be informed of their job status, tentative duties and salary step for the ensuing year by the last week of school according to the school calendar.

Section 3. Any employee 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 employment in the District in a 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 Assistant Superintendent or 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 the 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 for one (1) year 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, for whatever reason, waives all rights regarding recall and shall be removed from said 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 previous employment with the District.

Section 5. The district shall provide NESPA with an up-to-date seniority list by October 31 each year showing name and seniority date(s) of employee. 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 list must be full-time, a 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. 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.

Effective July 1, 2000, 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. Employees shall pay the remainder of the premium of the health insurance plan chosen by the employee. In the event that the district converts to an EPO medical insurance plan, all currently covered employees shall move to the EPO plan. Current employees shall pay 20% of the premium cost for coverage under the EPO plan. Employees hired effective July 1, 2006 and thereafter shall pay 25% of the premium cost for health insurance coverage.

Employees who retire during the term of this Agreement will pay twenty-seven point five percent (27.5%) of the premium cost of such insurance. The District will pay the remaining seventy-two point

five percent (72.5%). Effective July 1, 2005, for employees who retire during the term of this Agreement, the district will pay 72.5% of the average of the premiums of the two lowest cost premium plans offered by the district.

Section 3. Personnel who had previously been employed for 30 hours per week but whose time decreased from the 30-hour work week in the new contract will still be covered by this plan. This does not apply to those who are not nor never have been 30-hour employees.

An employee who received benefits pursuant to Section 2 of Article XII of the expired Agreement between the parties shall continue to receive such benefits during the term of this agreement.

Employees hired after January 1, 1999 shall not be covered by the first paragraph of Article XII, Section 3. Furthermore, employees who voluntarily request and are granted a work schedule of less than 30 hours per week will not be granted the benefits in Article XII, Section 2.

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 Retirement System and the New York State Teachers' 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 full time, to qualify for this program.

2. Benefit Payments

- a. The employee who is eligible under the above state 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 1st 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	\$3,000
30 Hours or More	\$3,500

- 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.

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 \$50 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. Effective July 1, 2006 the District will reimburse an employee up to \$60 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. Effective July 1, 2006 the district will reimburse COTA's a sum not to exceed \$200 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

CHILD 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 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.

Section 2. 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 XVII

JURY DUTY LEAVE

Section 1. An employee called for jury duty leave 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 Assistant Superintendent of Instruction and Personnel.

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 Assistant Superintendent for Education Programs and Instruction 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 10 school days of the date of the decision by the Assistant Superintendent for Education Programs and Instruction if a request is made for such a review.

Section 4. Within 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 AND 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 classification, steps, hours per week, and salary.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 1. Purpose

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

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 with the building principal 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 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 thirty (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 chosen by the employee.

Section 4. Grievance Procedure

A. Principal

The principal 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 Principal 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 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 two weeks after it is received.

C. Board of Education

Within five 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) 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 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. 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 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 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. 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 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.

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 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 a second observation/evaluation shall occur by March 1.

Section 4. Observations/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.

ARTICLE XXII

SAVINGS CLAUSE

Section 1. If any article or part thereof of this agreement or any addition 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 or 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, 2005 and continue in effect until June 30, 2011.

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

Section 3. Except as otherwise expressly provided, this Agreement shall be fully retroactive to July 1, 2005. Retroactive pay associated with this agreement will be paid by a separate check.

Superintendent of Schools

NESPA

President of the Board of Education

NESPA

Date

Date

Appendix A
Salary Schedule
For the Period 7/1/05 to 6/30/11

<u>Step</u>	<u>CA</u> <u>2005-06</u>	<u>CA</u> <u>2006-07</u>	<u>CA</u> <u>2007-08</u>	<u>CA</u> <u>2008-09</u>	<u>CA</u> <u>2009-10</u>	<u>CA</u> <u>2010-11</u>
1						
2	7.73					
3	8.11	8.11				
4	8.51	8.51	8.51			
5	8.96	8.96	8.96	8.96		
6	9.41	9.41	9.41	9.41	9.41	
7	9.91	9.91	9.91	9.91	9.91	9.91
8	10.38	10.38	10.38	10.38	10.38	10.38
9	10.91	10.91	10.91	10.91	10.91	10.91
10	11.53	11.53	11.53	11.53	11.53	11.53
11	12.24	12.24	12.24	12.24	12.24	12.24
12*	12.92	12.92	12.92	12.92	12.92	12.92

<u>Step</u>	<u>S/CA</u> <u>2005-06</u>	<u>S/CA</u> <u>2006-07</u>	<u>S/CA</u> <u>2007-08</u>	<u>S/CA</u> <u>2008-09</u>	<u>S/CA</u> <u>2009-10</u>	<u>S/CA</u> <u>2010-11</u>
1						
2	8.27					
3	8.72	8.72				
4	9.16	9.16	9.16			
5	9.63	9.63	9.63	9.63		
6	10.11	10.11	10.11	10.11	10.11	
7	10.63	10.63	10.63	10.63	10.63	10.63
8	11.17	11.17	11.17	11.17	11.17	11.17
9	11.71	11.71	11.71	11.71	11.71	11.71
10	12.31	12.31	12.31	12.31	12.31	12.31
11	13.08	13.08	13.08	13.08	13.08	13.08
12*	13.77	13.77	13.77	13.77	13.77	13.77

<u>Step</u>	<u>EA</u> <u>2005-06</u>	<u>EA</u> <u>2006-07</u>	<u>EA</u> <u>2007-08</u>	<u>EA</u> <u>2008-09</u>	<u>EA</u> <u>2009-10</u>	<u>EA</u> <u>2010-11</u>
1						
2	8.91					
3	9.36	9.36				
4	9.87	9.87	9.87			
5	10.34	10.34	10.34	10.34		
6	10.88	10.88	10.88	10.88	10.88	
7	11.47	11.47	11.47	11.47	11.47	11.47
8	12.01	12.01	12.01	12.01	12.01	12.01

9	12.65	12.65	12.65	12.65	12.65	12.65
10	13.24	13.24	13.24	13.24	13.24	13.24
11	14.09	14.09	14.09	14.09	14.09	14.09
12*	14.77	14.77	14.77	14.77	14.77	14.77

<u>Step</u>	<u>TA</u> <u>2005-06</u>	<u>TA</u> <u>2006-07</u>	<u>TA</u> <u>2007-08</u>	<u>TA</u> <u>2008-09</u>	<u>TA</u> <u>2009-10</u>	<u>TA</u> <u>2010-11</u>
1						
2	10.66					
3	11.20	11.20				
4	11.74	11.74	11.74			
5	12.34	12.34	12.34	12.34		
6	12.99	12.99	12.99	12.99	12.99	
7	13.60	13.60	13.60	13.60	13.60	13.60
8	14.33	14.33	14.33	14.33	14.33	14.33
9	15.05	15.05	15.05	15.05	15.05	15.05
10	15.81	15.81	15.81	15.81	15.81	15.81
11	16.81	16.81	16.81	16.81	16.81	16.81
12*	17.47	17.47	17.47	17.47	17.47	17.47

<u>Starting</u> <u>COTA</u> <u>2005-06</u>	<u>Starting</u> <u>COTA</u> <u>2006-07</u>	<u>Starting</u> <u>COTA</u> <u>2007-08</u>	<u>Starting</u> <u>COTA</u> <u>2008-09</u>	<u>Starting</u> <u>COTA</u> <u>2009-10</u>	<u>Starting</u> <u>COTA</u> <u>2010-11</u>
16.00	16.72	17.47	18.26	19.08	19.94

* Note: All unit members not moving to a new step ("off-step") and all COTA's shall receive a salary increase of 4.5% each year of the contract.

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 Violated _____
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 Seven days of Step 2a
Step 3a	Date of Receipt of Step 2	_____
Step 3b	Date of Appeal to Asst. Superintendent	_____
		NLT Seven days of Step 3a
Step 4a	Date of Receipt of Appeal	_____
Step 4b	Date of Meeting	_____
Step 4c	Date of Response	_____
		NLT 14 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 10 days of Step 6a
Step 6c	Date of Response	_____
		NLT 15 days of Step 6b
Step 7	Date of Receipt of Demand For Arbitration	_____
		NLT 15 days of Step 6c