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AD/4902

**AGREEMENT
BETWEEN
THE SUPERINTENDENT OF SCHOOLS
OF THE
EAST GREENBUSH CENTRAL SCHOOL DISTRICT NO. 1
AND THE
EAST GREENBUSH OPERATIONS AND
TECHNICAL SUPERVISORY ASSOCIATION
FOR
THE PERIOD BEGINNING JULY 1, 2008
AND EXPIRING JUNE 30, 2011**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 09 2010

ADMINISTRATION

The East Greenbush Operations & Technical Supervisory Association and the Superintendent of Schools of the East Greenbush Central School District agree to follow the articles and conditions contained in this agreement for the school years 2008-09, 2009-10, and 2010-11.

Joyce M. Hustill Ph.D.
Superintendent of Schools

Linda F. Wager
East Greenbush Operations and
Technical Supervisory Association

Paula J. Dely
East Greenbush Operations and
Technical Supervisory Association

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ARTICLE I: EMPLOYMENT AGREEMENT

This agreement made as of the 22nd day of April 2008 between the Superintendent of the East Greenbush Central School District, maintaining its offices at the Administration Center, East Greenbush, New York hereafter referred to as the E.G.C.S.D. and the East Greenbush Operations and Technical Supervisory Association, hereafter referred to as EGOTSA.

ARTICLE II: RECOGNITION

The EGCSD agrees that the EGOTSA Unit is the exclusive negotiating agent for all matters and procedures pursuant to this document. The EGOTSA Unit consists of the Transportation Supervisor, the Superintendent of Buildings and Grounds, the School Lunch Director, and the Supervisor of School Accounts & District Treasurer.

ARTICLE III: PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiation Team:

Under terms of the Taylor Law, the EGCSD agrees that the Superintendent of Schools or his/her designee and members of the Board of Education will meet with representatives of the EGOTSA Unit for the purpose of agreement on terms and condition of employment, salaries, wages, and benefits.

Neither party in any negotiations shall have any control over the selection of the negotiator or negotiating representatives of the other party and each party may select its representatives from within or outside the school district. Changes in negotiating team can be made with prior notification in writing (prior notification meaning 24 hours prior to meeting time). Each party shall have the necessary power to negotiate in good faith for a contract agreement. It is understood that the final document must be approved by the Board of Education and the EGOTSA as defined by the Taylor Law.

2. Opening Negotiations:

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set, at any rate no later than December 1st in any given contract year.

3. Negotiating Procedures (Ground Rules):

- a. Meeting dates should be firm and agreed by mutual consent.
- b. An agenda of items to be covered and followed.
- c. A fair exchange of material listed on agenda by both parties.
- d. All information and proceedings should be held in confidence between the Superintendent, the Board of Education and the EGOTSA.
- e. When tentative agreement has been reached, the agreement shall be put in language understood by both parties and submitted to the Board of Education and EGOTSA for final approval and implementation.

ARTICLE IV: WORKING CONDITIONS

1. Work Year:

It is understood that all positions in the EGOTSA Unit are of a supervisory and/or technical nature as stated by a job description required by Section 75 of the New York State Civil Service Law. With the exception of the School Lunch Director, all positions are on a 12-month basis for the fiscal year running from July 1 - June 30. All work periods and related benefits shall be considered on a full 12-month basis.

The School Lunch Director's position is a 10 1/2-month position and all work periods and related benefits shall be prorated. The Director will be required to work on all days that students are in session, all half-day professional development days, and September superintendent's conference days. The Director will also work on ten days prior to the September superintendent's conference days and on all days between the end of school in June until June 30.

2. Pay Periods:

Salary payments shall be made to all individuals in the EGOTSA Unit on a bi-weekly basis.

3. Sick Leave, Personal Leave, Professional Development or Other Authorized Absences:

- a. In the event of illness, EGOTSA members will receive payment of sick leave equal to accumulated leave.
- b. One and a half (1-1/2) days sick leave shall accrue for each month of employment to a maximum of 250 days in fiscal year 2008-2009, then to a maximum of 260 days in fiscal year 2009-2010, and finally to a maximum of 270 days in fiscal year 2010-2011.
- c. Present Board Policy regarding extended sick leaves may be granted at the discretion of the Board of Education by Board action.
- d. Any employee who suffers an injury on the job which prevents them from performing their duties shall have the days of absence deducted from their sick leave accumulation. However, if such injury is determined to be covered under the Workers' Compensation Statutes, only the first seven (7) days such leave shall be deducted from the employee's accumulated sick leave.
- e. Existing administrative policy with respect to notification by an employee of a request for sick leave will remain in effect. Supervisors shall report usage of sick, personal, and vacation leave time on forms prescribed by the District upon return from the leave.
- f. The current policy in regard to sick leave shall remain the same. The District will continue the practice of crediting sick leave at the beginning of the year in which it is to accrue for employees with more than one (1) year of service. At the end of the school year or at the time sick leave has been exhausted, an employee will reimburse the District for any sick leave payments granted as a result of this privilege, but not earned by actual service in the District.

- g. A maximum of five (5) work days of bereavement time will be allowed in the event of death in the immediate family. Employees are only expected to use as much of the bereavement leave as is needed in the given situation. For example, if the immediate family member who died lived out of the area and the employee does not plan on attending the services, the employee would be expected not to take any leave. The "immediate family" has been defined as the employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, legal guardian or spouse's legal guardian, grandparents and grandchildren, step-parents and step-children and any permanent member of the immediate household. In extraordinary circumstances, the employee shall be allowed to take a portion of their bereavement leave at the time of the death of the immediate family member and use the remainder of such unused leave at a later date. For example, in the case where the death of the immediate family member occurs during the winter months so that the burial cannot take place until spring, the employee shall be allowed to use the remainder of their bereavement leave at the time of the burial.
- h. Personal Leave: A total of 3.6 days per year shall be granted without financial loss.

While sick leave is allowed to accrue to a maximum of 250 days in fiscal year 2008-2009, then to a maximum of 260 days in fiscal year 2009-2010, and then to a maximum of 270 days in fiscal year 2010-2011, the District agrees that unused personal leave time will be allowed to accrue as additional sick leave to an amount not to exceed 36 days for 12-month employees and prorated accordingly for employees working less than 12 months.

- i. Professional Development of EGOTSA members is recognized as essential to performance of their job responsibilities. The District will budget an amount times the number of employees for professional development activities at \$1,400 per member in each year of the agreement. This budgeted sum includes cost of two (2) memberships to a professional organization, tuition reimbursement, and conference/workshop attendance. EGOTSA will schedule a meeting of all members and the Superintendent or designee between June 20th and June 30th each year to plan and schedule the ensuing year's professional development activities within the budgeted total for such purpose.
- j. Leave for Jury Duty and Witness Service: All employees covered under this agreement who are required to serve on a jury or appear as a witness in a court proceeding which pertains to their employment shall be granted the necessary leave without loss of pay. However, any pay received as a juror or witness shall be paid to the District except as provided herein. Mileage, meals, and/or motel allowances shall be retained by the employee. In order to be eligible for such time without loss of pay, the employee must file with the Superintendent or his/her designee, the original or copy of the official notice of service rendered by the Court or of the subpoena. If the pay received from the Court exceeds the employee's pay, the employee shall retain the pay received from the Court. In this instance, the employee shall not be paid by the District.
- k. Other Leaves: Any other leaves may be granted upon extenuating circumstances by approval of the Superintendent and the Board of Education.
- l. An employee shall be allowed to use up to five (5) days of credited sick leave per year for illnesses in the immediate family requiring bedside, household or hospitalization. Immediate family shall be defined as: spouse, children and parents. The Superintendent may require a physician's certification to the need for the bedside, household, or hospital attention of the employee.
- m. Emergency Conditions: All 12 month employees covered under this agreement are expected to work on days when school is closed due to an emergency declared by the Superintendent of Schools. Exceptions granted by the Superintendent of Schools or designee shall not be charged to any leave accrual.

4. Health, Dental & Life Insurance:

- a. **Health Insurance:** Premiums for health insurance will be collected by payroll deductions. The health insurance offered to all employees shall be the benefits stipulated in the Blue Shield of Northeastern New York Traditional Blue PPO 812 as developed for the East Greenbush Central School District. Copies of the policies stipulating the benefits to the aforementioned plan shall be signed by each of the parties, and a copy of each shall be retained by each party. The plan shall be offered to all retirees of EGOTSA, and shall continue to be offered to such retirees as long as participation of retirees is mandated for the Statewide Plan (formerly offered to EGOTSA) under Civil Service Law, Article XI, and amendments thereto.

District shall provide health insurance coverage and attendant benefits through the Blue Shield of Northeastern New York Traditional Blue PPO 812, as set forth in the applicable Plan document to any eligible active or retired unit member. Retirees are to have same co-pays and catastrophic coverage as active employees under this Plan. In the event the health insurance coverage referenced herein becomes unavailable or the insurer changes the benefits under this plan, it is agreed that the District and the Association will negotiate for the purpose of mutually agreeing upon a substitute plan for the one identified herein.

All eligible active and retired unit members shall be covered by the Express Scripts Prescription Drug Program as set forth below if also electing the Blue Shield of Northeastern NY Traditional Blue PPO 812.

For the Express Scripts Prescription Drug Program, the copay for generic/brand drugs through network community pharmacies shall be \$5 for generic, \$10 for preferred brand drugs, and \$25 for non-preferred brand drugs under this program and for maintenance drugs through the mail order pharmacy (90-day supply), the co-pay shall be \$10 for generic, \$20 for preferred brand drugs, and \$50 for non-preferred brand drugs ordered under this program.

Effective July 1, 2008, or as soon as practicable thereafter, the District will no longer be obligated to offer the CDPHP AvidCare 10 to any active or retired unit member.

Effective July 1, 2008, or as soon as practicable thereafter, the District will offer surviving spouse coverage to active and retired unit members consistent with the provisions of the applicable health plans.

The District agrees to pay 90% of the premium cost for all EGOTSA members who have single, two-person or family health insurance coverage. The contribution rates apply to any District plan which may be selected by the EGOTSA member. The District's level of contribution for retirees shall be 100% for retirees and 50% for dependents. To qualify, the retiring employee must have served a minimum of ten (10) years of continuous service with the District and must be in the service of the District at the time of retirement.

- b. **Dental Insurance:** For all employees who regularly work twenty (20) or more hours per week, a Dental Plan shall be provided with ninety (90) percent of the cost to be borne by the school district, and ten (10) percent of the cost to be borne by the employees. The District agrees to pay 90% of the premium cost for all EGOTSA members who have single or dependent's coverage.

- c. Term Life Insurance: The School District will provide term life insurance amounting up to two (2) times an eligible member's salary with a maximum cap identified in the insurance policy from The Standard Life Insurance Company of New York. Copies of the policy setting forth the terms and conditions of this term life insurance coverage shall be provided to all members of the Association. Upon retirement from the School District, employees may elect to continue at their cost life insurance coverage for retirees subject to the terms and conditions of the policy referenced above. If during the term of this agreement, the Standard Life Insurance Company of New York terminates coverage and the policy pursuant to its terms and conditions, the District will give notice of termination and will bargain with the Association upon request with respect to term life insurance coverage for current employees and retirees.
- d. Disability Insurance: The School District will provide a long-term disability insurance program in the insurance policy from the Standard Life Insurance Company of New York. Copies of this policy setting forth the terms and conditions of the long-term disability insurance coverage shall be provided to all members of the Association. If during the term of this agreement, the Standard Life Insurance Company of New York terminates coverage and the policy pursuant to its terms and conditions, the District will give notice of the termination and will bargain with the Association upon request with respect to long-term disability insurance coverage for current employees.

1. Retirement:

- a. All eligible employees will have the opportunity to participate in the New York State Employees Retirement System Plan offered by the School District. The employee contribution and benefits of the Plan will be in accordance with the laws of New York State.

Maternity and Child Care Leave:

1. Maternity-Related Disability Leave

- a. An employee may use her accumulated sick leave, during the period of pregnancy-related disability as certified by her physician. In addition, it is expected that the employee will:

Notify the Superintendent in writing at least four (4) months prior to the expected date of birth; and

Provide the Superintendent with a statement from her physician indicating the employee's inability to continue performing the full duties and responsibilities of the employee's position.

- b. If an employee has no accumulated sick leave, has exhausted her accumulated sick leave during the period of pregnancy-related disability, or chooses not to use her accumulated sick leave, she may request unpaid disability leave until she is no longer disabled and is able to return to work as certified by her physician.

2. Child Care Leave

- a. An employee may request a child care leave of absence without pay for a period of up to one (1) year for the purpose of caring for a newborn child or, in the case of adoption, a newly adopted child. Such leave may be extended for up to one (1) year by the Board at its discretion. An employee may not return to work prior to the approved termination of such leave without the Superintendent's approval.
- b. An employee who desires child care leave shall make a written request for such leave to the Superintendent at least five (5) months prior to the requested commencement of such leave and must specify the expected commencement and termination dates. In the event that an employee adopts a child, the five (5) month notification requirement for requesting child care leave shall be waived, and the employee shall make a written request for such leave within thirty (30) days of such adoption.
- c. Employees on child care leave shall be privileged to continue to participate in the District health and/or dental insurance plan for the period of the child care leave. The employee shall pay 100% of such participation. No other supplements to salary or benefits of any kind other than those contained in the subsections above shall accrue or be paid during the period of child care leave.
- d. Upon the employee's return to work, all benefits to which (s)he was entitled at the commencement of such leave shall be restored.
- e. For probationary employees, child care leave shall be an interruption of the probationary period and shall not be counted toward the completion of his/her probationary period.

7. Family and Medical Leave:

In accordance with the Family and Medical Leave Act of 1993 and Board of Education Policy, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees for the following reasons: (1) the birth, adoption, or acceptance for foster care purposes of a child by the employee and the care of the child; or (2) to care for a spouse, child or parent of the employee if such immediate family member has a serious health condition; or (3) the employee's own serious health condition makes the employee unable to perform the functions of his/her position. Leave time beyond the twelve (12) weeks provided herein shall only be limited by the provisions of Article IV (3) and (6) and any applicable law.

8. Employee Termination

Employees who choose to terminate employment with the School District shall provide 30 calendar days written notice to the Superintendent of Schools or designee.

ARTICLE V: SALARY, LONGEVITY, DEGREE RECOGNITION, VACATIONS, HOLIDAYS

1. Salary and Longevity:

Salary increases to the schedule (not including longevity) will be the following:

Effective July 1, 2008, Schedule A- 4.0%, Schedule B – 1.0%

Effective July 1, 2009, Schedule A- 3.7%, Schedule B – 1.4%

Effective July 1, 2010, Schedule A – 4.6%, Schedule B – 2.4%

Schedule A will apply to EGOTSA employees hired prior to September 1, 1995, defined as the current School Lunch Director. Schedule B will apply to EGOTSA employees hired on or after September 1, 1995, and include the current Supervisor of School Accounts and Treasurer, Superintendent of Buildings and Grounds and Transportation Supervisor. The current Supervisor of School Accounts and Treasurer will be placed on Step 2 of Schedule B on July 1, 2005 and Step 3 on August 12, 2005. The current Superintendent of Buildings and Grounds will be placed on Step 5 of Schedule B on July 1, 2005 and Step 6 of Schedule B on September 5, 2005.

Longevity for individuals on Schedule A will be paid as follows:

- L-1 - To be granted after 10 continuous years of service and determined by an 11% increase of step 7.
- L-2 - To be granted after 15 continuous years of service and determined by an 11% increase of L-1.
- L-3 - To be granted after 20 continuous years of service and determined by a \$1,000 increase of L-2.

Longevity for individuals on Schedule B will be effective on the supervisory employment anniversary date and will be paid as follows:

L-1 - A longevity adjustment will be granted at the beginning of the EGOTSA member's 8th (eighth) year of continuous service with the East Greenbush Central School District. The individual will receive an annual lump sum payment (see Schedule B) to be paid and earned along with base salary. The payment is to be spread over an annualized payment schedule.

L-2 - A longevity adjustment will be granted at the beginning of the EGOTSA member's 10th (tenth) year of continuous service with the East Greenbush Central School District. The individual will receive an annual lump sum payment (see Schedule B) to be paid and earned along with base salary. The payment is to be spread over an annualized payment schedule.

L-3 - A longevity adjustment will be granted at the beginning of the EGOTSA member's 14th (fourteenth) year of continuous service with the East Greenbush Central School District. The individual will receive an annual lump sum payment (see Schedule B) to be paid and earned along with base salary. The payment is to be spread over an annualized payment schedule.

L-4 - A longevity adjustment will be granted at the beginning of the EGOTSA member's 18th (eighteenth) year of continuous service with the East Greenbush Central School District. The individual will receive an annual lump sum payment (see Schedule B) to be paid and earned along with base salary. The payment is to be spread over an annualized payment schedule.

For EGOTSA members permanently appointed after July 1, 2005, all service noted in L-1, L-2, L-3, and L-4 must be service in the EGOTSA unit.

The longevity date for the transportation supervisor employed as of the signing of the contract shall be March 4, 2005.

Effective July 1, 2009, for an employee to advance to the next step, the date of employment must be no later than March 1. Effective July 1, 2009, step advancement shall occur on July 1.

Schedule A – School Lunch Director

Step	2008-2009	2009-2010	2010-2011
1	\$52,407	\$54,346	\$56,846
2	53,978	55,975	58,550
3	55,597	57,654	60,306
4	57,266	59,385	62,117
5	58,984	61,166	63,980
6	60,752	63,000	65,898
7	62,575	64,890	67,875
Longevity 1, 10 Years	69,458	72,028	75,341
Longevity 2, 15 Years	77,098	79,951	83,629
Longevity 3, 20 Years	78,098	80,951	84,629

Schedule B: 2008-2009 Fiscal Year

Step	Transportation Supervisor	Supervisor of Buildings/Grounds	School Lunch Director	Supervisor of School Accounts
1	\$75,479	\$75,175	\$57,282	\$67,983
2	77,745	77,373	59,001	70,045
3	80,078	79,640	60,770	72,170
4	82,480	81,972	62,592	74,357
5	84,954	84,431	64,470	76,612
6	87,502	86,964	66,404	78,933
7	90,127	89,573	68,396	81,323
8	92,832	92,259	70,448	83,786
9	95,617	95,027	72,560	86,321
Longevity 1, 8 Years	2,300	2,300	2,300	2,300
Longevity 2, 10 Years	2,250	2,250	2,250	2,250
Longevity 3, 14 Years	1,950	1,950	1,950	1,950
Longevity 4, 18 Years	1,500	1,500	1,500	1,500

Schedule B: 2009-2010 Fiscal Year

Step	Transportation Supervisor	Supervisor of Buildings/Grounds	School Lunch Director	Supervisor of School Accounts
1	\$76,536	\$76,227	\$58,084	\$68,935
2	78,833	78,456	59,827	71,026
3	81,199	80,755	61,621	73,180
4	83,635	83,120	63,468	75,398
5	86,143	85,613	65,373	77,685
6	88,727	88,181	67,334	80,038
7	91,839	90,827	69,354	82,462
8	94,132	93,551	71,434	84,959
9	96,956	96,357	73,576	87,529
Longevity 1, 8 Years	2,500	2,500	2,500	2,500
Longevity 2, 10 Years	2,450	2,450	2,450	2,450
Longevity 3, 14 Years	2,150	2,150	2,150	2,150
Longevity 4, 18 Years	1,700	1,700	1,700	1,700

Schedule B: 2010-2011 Fiscal Year

Step	Transportation Supervisor	Supervisor of Buildings/Grounds	School Lunch Director	Supervisor of School Accounts
1	\$78,373	\$78,056	\$59,478	\$70,589
2	80,725	80,339	61,263	72,731
3	83,148	82,693	63,100	74,936
4	85,642	85,115	64,991	77,208
5	88,210	87,668	66,942	79,549
6	90,856	90,297	68,950	81,959
7	93,582	93,007	71,018	84,441
8	96,391	95,796	73,148	86,998
9	99,283	98,670	75,342	89,630
Longevity 1, 8 Years	2,700	2,700	2,700	2,700
Longevity 2, 10 Years	2,650	2,650	2,650	2,650
Longevity 3, 14 Years	2,350	2,350	2,350	2,350
Longevity 4, 18 Years	1,900	1,900	1,900	1,900

2. Degree Recognition

The District will pay each year, as part of the annual salary, for attainment of higher level degrees as follows: \$500 for Associates degree, \$750 for Bachelors degree, and \$1,000 for Masters degree. Amounts will be included in the biweekly check and prorated if the District receives proof of the degree during the school year.

3. Vacations

Vacations for twelve (12) month employees of the school district will be granted on the basis of continuous service on date of employment and anniversary date thereafter as follows:

During	1 st year – 10 days	6 th year – 16 days
	2 nd year – 11 days	7 th year – 17 days
	3 rd year – 12 days	8 th year – 18 days
	4 th year – 13 days	9 th year – 19 days
	5 th year – 15 days	10 th year and after – 20 days

Members of EGOTSA will schedule their vacations subject to the approval of their immediate supervisor. A maximum of forty (40) vacation leave days may be carried over from one (1) year to the next. The maximum accumulation of vacation leave days shall be forty (40).

Employees may elect to buy back up to five (5) accrued but unused vacation days at their current per diem rate of pay in lieu of taking vacation days upon employee request and administrative approval. In 1999-2000, this election must be made before the end of the fiscal year. In fiscal years after 1999-2000, this election must be made within one (1) month following the employee's anniversary date on which vacation accrual is based.

4. Holidays

Twelve-month employees – 12 paid holidays will be provided each year. Other employees will have prorated number of holidays provided.

ARTICLE VI: COMPENSATION AND RENUMERATION FOR SERVICES

1. Use of Personal Vehicles:

Members of the EGOTSA Unit who are authorized to use their personal vehicles on school district business will be reimbursed at the current rate paid/set by the IRS or any other government unit charged with setting such rate. All members of the EGOTSA who are authorized to use their personal vehicles for school business must carry at least the minimum insurance coverage required by New York State Law. Supplemental insurance coverage will be provided by the District through its Special Multi-Peril Insurance Policy.

2. Services for Other School Districts:

- a. When other school districts require this infrequent service, the District shall pay the employee 50% of the collected supervision portion of the invoice(s) up to a maximum annual compensation of \$500 per fiscal year.
- b. When such invoice(s) has been collected, payment(s) to the employee shall be attested to the payroll office by the District Treasurer and approved by the Assistant Superintendent for School Business Finance.

3. Professional Goal Setting and Evaluation:

Unit members are eligible for an additional annual payment for accomplishment of professional goals. In 2002-03 and annually thereafter, each member of the unit will be eligible for up to a maximum of \$1,000.

To receive the professional goal annual payment, the unit member must complete the goals mutually agreed upon between the Assistant Superintendent for School Business Finance and the unit member. Payment will be made in a lump sum upon completion of the annual evaluation.

The Assistant Superintendent for School Business Finance shall provide each member with an *annual* evaluation prior to *August 15th* following the current work year. A subsequent meeting date shall be arranged at a mutually convenient time to discuss the contents prior to its inclusion in the individual's personnel file.

ARTICLE VII: LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE VIII: GRIEVANCE PROCEDURE

Declaration of Purpose:

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable resolution of alleged wrongs through procedures under which parties may present grievances free from coercion, restraint or reprisal. However, every effort shall be made to resolve differences concerning working conditions of employment on an informal basis before the differences become a grievance. This procedure is not intended to impair in any way the use of normal channels of supervision and administration for suggestions to improve the school system or for the informal resolution of disagreements between an individual and his supervisors about matters influencing his working conditions.

Nothing contained herein shall be construed as limiting the right of any member of the Negotiating Unit having a grievance to proceed independently of this grievance procedure.

2. Definitions:

- a. EGOTSA shall mean the East Greenbush Operations and Technical Supervisory Association.
- b. BOARD OR BOARD OF EDUCATION shall mean the Board of Education of the East Greenbush Central School District.
- c. DAY shall mean any calendar day exclusive of Saturday, Sunday, general vacation periods, and holidays from July 1 until June 30.
- d. GRIEVANCE shall mean a written allegation by an employee in the negotiating unit that:
 - 1) There has been done to the grievant a violation, misinterpretation, or inequitable application of any of the provisions of this agreement, or;

2) He or she has been treated unfairly or inequitably under conditions of this agreement.

e. GRIEVANT shall mean any individual or group filing a grievance.

f. PARTY-IN-INTEREST shall mean any party named in the grievance, except the grievant, or who shall be permitted to become a party to the grievance.

g. REPRESENTATIVE shall mean any person designated by the grievant to represent him in this grievance procedure.

h. SUPERINTENDENT shall mean the Superintendent of Schools or the individual authorized to act in his place in the resolution of a grievance.

3. Rights of the Grievant:

a. The grievant may select any representative(s) to assist him in pursuing a grievance, except that no such representative may be present as an officer or agent of any organization other than the EGOTSA. A grievant may revoke the authority to represent him and may name additional representatives at any time by written notification through the channels used to submit the grievance or appeal.

b. The grievant is entitled to a hearing in this procedure upon written request submitted as part of the grievance or appeal. The absence of such a request will be deemed a waiver of this right but will in no way limit the power to convene a hearing on the initiative of the individual designated to render a decision. The hearing officer will be named by the individual designated to render a decision on the grievance or appeal.

c. The rights of the grievant in any hearing shall include the right to:

1. Reasonable notice of the date, time and place of the hearing.
2. Give testimony.
3. Hear all testimony.
4. Call witnesses.
5. Question all witnesses.
6. Request a closed hearing.
7. A copy of any document offered in evidence that is not generally available.
8. A copy of any written summary of the hearing.
9. Attach a statement to the official record of the hearing indicating any disagreement therewith.

d. The grievant shall have access to written statements, records, and materials pertaining to his grievance, excluding confidential materials and the official district personnel files. He shall be supplied with a copy of any decision rendered under this procedure including a copy of summaries of oral statements and/or documents used as a basis for any decision and not otherwise recorded.

e. The grievant may pursue a grievance under this procedure with or without the assistance of the EGOTSA without prejudice to the grievant or the EGOTSA.

f. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Rights of the EGOTSA:

- a. The EGOTSA shall receive a copy of any grievance, including supporting materials, and of any decision rendered pursuant to this article.
- b. The EGOTSA shall be a party-in-interest in any grievance based on the alleged violation, misinterpretation, misapplication, or inequitable application of this Agreement and shall have the right to submit briefs to support or refute the allegations of any party in such a grievance.
- c. The EGOTSA may have an observer at any hearing held under these procedures where it would not otherwise be represented and shall be granted reasonable notice of the date, time and place of any hearing.

5. Procedures:

a. Level I – the Assistant Superintendent for School Business Finance

1. The grievant will submit to the Assistant Superintendent for School Business Finance a written grievance containing the following information:
 - a. The name(s) of the grievant.
 - b. The name(s) of any representative(s) authorized to speak for the grievant.
 - c. The law, Board Policy, Administrative Policy, regulation, procedure, order, work rule, or article of this contract allegedly violated, misinterpreted, or inequitably applied.
 - d. The act, omission, or condition forming the basis for the grievance and all known facts relating thereto pertinent to the grievance.
 - e. The redress sought.
 - f. Any request for a hearing.
2. The Assistant Superintendent for School Business Finance will conduct an investigation and/or hearing on the grievance. A hearing shall be held if requested by the grievant.
3. The Assistant Superintendent for School Business Finance shall render a written decision containing the following:
 - a. Response to all issues raised in the grievance.
 - b. Findings of facts and/or reasoning and conclusions on issues.
 - c. Redress to be granted, if any.
 - d. In the absence of a hearing, copies of documents and/or summaries of oral statements used as a basis for the decision and not otherwise recorded.
 - e. Notification of the right of the grievant to appeal the decision and of the date on which this right expires under these procedures.

a. Level II – Superintendent

1. The grievant or the EGOTSA in any case where it is a party-in-interest may appeal the decision of the Assistant Superintendent for School Business Finance to the Superintendent. The appeal will also contain:

- a. The basis for the appeal. No appeal may be based solely on the absence of a hearing when the right to a hearing was waived.
 - b. The names of any representative(s) authorized to act in behalf of the grievant.
 - c. Any request for a hearing.
 2. The Superintendent will conduct an investigation and/or hearing to determine the merits of the appeal. Any request for an open hearing shall be granted. In the absence of the specific request for an open hearing in the appeal, the Superintendent will determine whether any hearing(s) held will be open or closed.
 3. The Superintendent will render a written decision containing:
 - a. A response to all issues raised.
 - b. Redress to be granted, if any.
 - c. Notification of the right of the grievant to bring the grievance to the Board of Education, when appropriate, and of the date on which this right expires under these procedures.
- b. Level III – Board of Education
1. The grievant or the EGOTSA in any case where it is a party-in-interest may appeal the decision of the Superintendent to the Board of Education. The appeal will contain:
 - a. Basis for the appeal. No appeal may be based solely on the absence of a hearing when the right to a hearing was waived.
 - b. The names of any representative(s) authorized to act in behalf of the grievant.
 - c. Any request for a hearing.
 2. The Board, or a committee thereof, will conduct an investigation and/or hearing to determine the merits of the appeal. Any request for an open hearing shall be granted. In the absence of the specific request for an open hearing in the appeal, the Board will determine whether any hearing(s) held will be open or closed.
 3. The Board will render a written decision containing:
 - a. A response to all issues raised.
 - b. Redress to be granted, if any.
 - c. A notification of the right of the grievant to bring the grievance to arbitration, when appropriate, and of the date on which this right expires under these procedures.
- c. Level IV – Arbitration (Interested Parties)
1. In any grievance in which there is an alleged violation, misinterpretation, or inequitable application of the terms of this agreement, the grievant or the Association may appeal the decision of the Board to an ad hoc Arbitration Committee. The appeal will be specified in Section 5-a-1 above.

2. The Superintendent will convene an arbitration committee composed of two (2) members of EGOTSA Unit designated by the EGOTSA Unit, and two (2) Board members. A neutral third party mutually agreed upon by the Superintendent and the EGOTSA will also serve on this committee. The neutral third party may not be a member of the Board of Education or an employee of the district. The Superintendent will designate a member of the committee to serve as chair, other than the Superintendent. The determination of the committee shall be considered advisory.
6. Miscellaneous Provisions:

Time Limits

 1. Both parties agree to expedite this procedure.
 2. All rights under this Article shall be deemed waived if no written grievance has been submitted within twenty (20) days after the individual knew or should have known of the act, omission, or condition giving rise to the alleged wrong.
 3. Any hearings shall be initiated not later than the following times after the submission of a grievance or appeal:

Level 1 - 10 days
Level 2 - 10 days
Level 3 - 15 days
Level 4 - 15 days
 4. A written decision shall be issued not later than the following time after the conclusion of a hearing or, if no hearing is held, after the submission of the grievance or appeal:

Level 1 - 10 days
Level 2 - 10 days
Level 3 - 15 days
Level 4 - 15 days
 5. Failure to meet the time limits in Sections 3 or 4 shall be a basis for appeal to the next higher level in this procedure.
 6. The grievant shall appeal any decision under this procedure not later than ten (10) days after the receipt of the decision or fifteen (15) days after the decision is mailed to the grievant at his address of record, whichever is the lesser. Failure to appeal within these time limits shall be deemed acceptance of the decision and a waiver of further rights under this procedure.
 7. These time limits may be extended by written agreement of the grievant and the individual(s) authorized to render a decision on the grievance.

Official Record

The Superintendent will maintain an official record of all proceedings under this article. This record will be available for inspection and/or copying by the grievant, the EGOTSA and any party-in-interest. The record will be maintained separately from other district records and shall be a public record.

Rights of Parties-in-Interest

Any party-in-interest shall be granted the right to an observer at any proceedings under this procedure, except that no observer shall be present as an officer or agent of any organization other than EGOTSA.

Time of Processing

The preparation and processing of a grievance, insofar as practicable, shall be conducted at the convenience of all parties. Every reasonable effort will be made to avoid interruption of building activity and to avoid involvement of teachers and students in any phase of this procedure.

Notification of Decision

The decision at each stage shall be provided to the grievant by personal delivery, for which an acknowledgement of receipt shall be given, or by certified mail at his address of record.

ARTICLE IX: ANNUAL PHYSICAL

The Board agrees to assume the cost of an annual physical for each member under the following conditions:

- a. The physical is optional. Each member will determine whether to have the exam except when directed as provided by Education Law.
- b. If the member has the exam, the choice of physician will be left up to the member.
- c. The Board will establish an annual maximum cost based upon a reasonable fee set by local doctors.
- d. The district will pay the difference between the member's health insurance and the maximum cost (see #c above).

ARTICLE X: RETIREMENT BENEFIT

Employees will be entitled to a retirement benefit on the date of retirement in the amount equal to forty percent (40%) of the accumulated unused sick leave (maximum 250 days in fiscal year 2008-2009, then to a maximum of 260 days in fiscal year 2009-2010, and then to a maximum of 270 days in fiscal year 2010-2011) and accumulated unused personal leave (maximum 36 days) times the employee's per diem rate at the time of retirement providing the following conditions are met:

1. Employees must be minimum age required by the New York State Employees Retirement System (or older) to receive this retirement benefit and must have completed fifteen (15) years of service in the East Greenbush Central School District on or before the effective date of retirement.

2. The employee must submit his or her resignation for the purpose of retirement at least six (6) months prior to the anticipated date the actual service will cease.
3. Employees will be entitled to full compensation (their current daily rate) for up to forty (40) days of accrued vacation time. Such payment will be made at the time the employee retires or terminates his/her employment with the District.

ARTICLE XI: ORGANIZATIONAL CHANGE

- a) In the event the District decides to reorganize in a way that results in the dissolution of any jobs of the members of the unit, the District will pay an amount to the employee equal to that calculated by the formula in Article 10. If the reorganization results from contracting for the services from an outside organization, the District would make every effort to continue employment of affected employees with the contracting firm.
- b) If a vacancy occurs during the term of this agreement, the job expectations for the vacant position will be reviewed by the District and a new starting salary will be established. The Association will be notified of the new salary schedule for the position and shall have two (2) working days to request to open negotiations if it disagrees with the established salary.
- c) If there is a material increase in job duties, responsibilities, or expectations caused by the assimilation of services for other school districts on a continuing basis, the impact of such a change will be negotiated by the parties in accordance with the provisions of the Taylor Law.
- d) A member of the EGOTSA unit will be invited to participate on interview committees when convened to fill EGOTSA vacancies.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into as of the 25th day of January, 2006 and as amended the 22nd day of April, 2008, by and between the East Greenbush Central School District ("Employer") and the East Greenbush Operations and Technical Supervisory Association (the "Association"), and does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective May 1, 2008, the Employer and Association agree to the following:

Employer Non-Elective Contributions

No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and

For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be

¹ **Explanation for TRS Categories:** Under Education Law §501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

403(b) Accounts The Employer contributions under Article X of the collective bargaining agreement shall be deposited into the 403(b) account of the employee's choice as long as said 403(b) provider is available through the school district's 403(b) plan. This provider shall recognize the right of the employee to roll over Non-elective contributions to another provider consistent with the provisions of its program and the law.

Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, an approved school district 403(b) plan provider agrees to provide the Employer with a standard hold harmless agreement for receipt of Employer Non-elective Contributions. If any penalty or other assessment is charged against the Employer by the Internal Revenue Service, the New York State Department of Taxation and Finance, or a court as a result of an improper contribution to any Section 403(b) account or the improper withholding or non-withholding of any required deductions, under this MOA, which is due to incorrect information or instructions from the employee(s) or the Association or otherwise due to the fault of the employee(s) or the Association, the employee(s) involved or the Association shall hold the Employer harmless for such penalty or other assessment. However, the employee(s) and the Association will not have an obligation under this paragraph if the penalty or other assessment is due to the fault of the Employer, or if the Employer is indemnified by the 403(b) provider for such penalty or other assessment.

Both the Employer and Employee are responsible for providing accurate information to the 403(b) provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

Employer Non-elective Contribution Equal to Early Retirement Incentive The total of all contributions made by or on behalf of each eligible employee, under this Memorandum of Agreement and any other agreements, shall not exceed the maximum contributions permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

Employer Non-elective Contribution Equal to Termination Pay The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their

employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-elective Contribution. The amount of the Employer Non-elective Contribution shall equal the accumulated sick leave days (Retirement Incentive) benefit which is specified in Article X of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

Employer Representations and Warranties In agreeing to adopt and/or modify the plan noted in this MOA, the Employer makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the Employer or described by the Association, other parties, and their employees and agents.

By: Linda F. Wager
Linda Wager, EGOTSA

By: Angela M. Guptill, Ph. D.
Angela M. Guptill, Ph. D.
Superintendent of Schools

By: Pauline Daley
Paul Daley, EGOTSA

By: Lawrence A. Edson
Lawrence A. Edson, Jr.
Assistant Superintendent



