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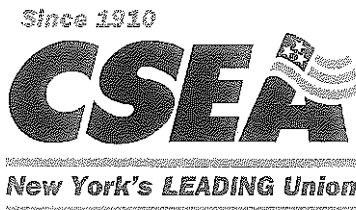
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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
CITY OF COHOES
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



City of Cohoes SD Unit #6008-00
Albany County Local 801

July 1, 2014 - June 30, 2017

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective harmonious working relationships between the Cohoes Board of Education (here and after known as "The Board") and its non-instructional employees as represented by the Civil Service Employees Association, or (here and after referred to as "The CSEA"), to provide for the best educational interest of the pupils of the Cohoes School District.

ARTICLE I RECOGNITION

- Section 1. The Employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the City of Cohoes School District Unit of the Albany County Local 801 (hereinafter "CSEA") as the sole and exclusive bargaining representative for the unit of employees defined in Article III for the purpose of collective bargaining.
- Section 2. The Employer agrees not to negotiate with any employee covered by this Agreement or employee organization other than the CSEA for the duration of this Agreement.
- Section 3. The CSEA agrees that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.
- Section 4. Negotiations - Upon written request of the CSEA, negotiations shall commence on or about March 15, immediately preceding the expiration of the Agreement.

ARTICLE II DUES DEDUCTION AND AGENCY SHOP

- Section 1. The Board shall deduct from the wages of employees, exclusively for CSEA and remit to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, membership dues for those employees who signed authorization permitting such payroll deductions. Deductions provided in this Section shall be made only if and for so long as the Employer has a valid authorization from the employee at the time the deduction is made.
- Section 2. Agency Fee - Effective July 1, 1981, the District shall deduct from the salary of employees in the bargaining unit who are not members of the CSEA an amount

equivalent to the dues levied by the CSEA and shall transmit the sum as deducted to the CSEA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The CSEA affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue in effect as long as the CSEA maintains such procedure. The agency fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE III COLLECTIVE BARGAINING UNIT

Section 1. The collective bargaining unit shall consist of the full time salaried non-instructional employees occupying the job titles listed in the Salary schedules at the end of this Agreement. In addition, it should be understood that all present positions, effective 4/4/79, will remain as salaried positions. Specifically excluded are the following positions:

Secretary to the Superintendent
Secretary to the Assistant Superintendent for Business and Operations
Treasurer
Assistant Superintendent for Business and Operations
Tax Collector
District Clerk
Supervisor of Building & Grounds
Director of Food Service
Substitutes
Secretary to the Assistant Superintendent for Educational Services

Full time employees are employees who are scheduled to work four (4) or more hours per day.

Section 2. The appropriateness of any newly created title as to inclusion or exclusion from the bargaining unit shall be mutually agreed upon between the District and CSEA. The salary grade of any newly created bargaining unit position shall be mutually agreed upon.

**ARTICLE IV
COMPENSATION**

Section 1. The parties agree to delete the salary schedules from the Agreement. In place thereof, the parties agree to add starting rates as attached hereto as Schedule "C" which reflects rates increased by 2% per year in 2007-2008, 2008-2009, 2009-2010, and 2010-2011. Bargaining unit members shall receive a salary increase on their base pay rate of 1.5% per year effective July 1st in each year of this Agreement (2014-2015, 2015-2016, and 2016-2017).

Section 2. Effective July 1, 2006, longevity payments shall be made as follows:

\$550 After 3 years service*
\$750 After 5 years service*
\$1050 After 10 years service
\$1700 After 15 years service
\$2500 After 20 years service
\$3000 After 25 years service

Only those bargaining unit members employed by the District as of January 18th, 2007 (Date of MOA) or who retired from service from the District between July 1, 2006 and January 18th, 2007 (Date of MOA) are eligible for retroactive payment of longevity.

* Longevity payments for after 3 years of service and after 5 years of service apply only to those bargaining unit members hired prior to January 18th, 2007.

Section 3. Stipends

Groundskeeper: \$750 per year

Head Cook: An annual stipend calculated as an additional \$150 per school serviced by the Head Cook. For example, if the Head Cook is assigned to one school but also supervises food delivered to 4 additional schools, the employee would receive a stipend of \$750.

**ARTICLE V
WORK YEAR, WORK WEEK AND WORK DAY**

Section 1. The workweek for all employees shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays not in excess of eight (8) hours per day, Monday thru Friday except as herein otherwise provided. Employees hired after

January 1, 1993, may be scheduled to work Saturday and/or Sunday provided they have a workweek consisting of consecutive days.

Section 2. Employees workday shall be pursuant to the following schedule:

Group	# of Actual Work Hours	Lunch	Total	15 Minute Break
Custodial Cleaners	7.5	.5	8	Yes
2 nd Shift Cust., Cleaners	7	.5	7.5	Yes
Building Maintenance Mechanic	7.5	.5	8	Yes
School Secretaries	6.5	.5	7	Yes
School Aides/Monitors	6	.5	6.5	Yes
CHS School Aides/Monitors	6.25	.5	6.75	Yes
Central Office	6.5	1	7.5	Yes
Cafeteria	5.5	.5	6	Yes
Cafeteria	6	.5	6.5	Yes
Cafeteria	6.5	.5	7	Yes
Cafeteria MVO	6.5	.5	7	Yes
Cafeteria MVO	4.5	.5	5	Yes
Computer Network Manager	7.5	.5	8	Yes
Computer Network Support	7.5	.5	8	Yes
Registrar Clerk	7	1	8	Yes
Security Guard	7.5	.5	8	Yes
2 nd Shift Security Guard	7	.5	7.5	Yes

12-Month Employee Work Year: (July 1 to June 30):

The Custodial and Maintenance staff shall work a seven and one-half (7-1/2) hour day, five (5) days per week. Custodians employed on the second shift will work seven (7) hours per day, five (5) days per week. Clerical Staff in the Central Office shall work six and one-half (6-1/2) hours per day, five (5) days per week. The

Clerical Staff in the schools shall work six and one-half (6-1/2) hours per day, five (5) days per week when school is in session from September 1 to June 30. During summer months when school is not in session, the Clerical Staff in the schools shall work six and one-half (6-1/2) hours per day, five (5) days per week.

10-Month Employee Work Year:

Teacher Aides, Monitors, Cafeteria Staff and Drivers shall report from the first day of school to the last day, including Superintendent Conference Days which do not fall on holidays. The number of reporting days shall not exceed 182 days. The Clerical Staff in the schools shall work six and one-half (6-1/2) hours per day, five (5) days per week when school is in session from September 1 to June 30.

10-Month employees and 12-Month guidance secretaries are required to work Election Day for any required training. However, such employees shall be provided an equivalent period of time off during a later workday when students are not in session. Such work requirement may be in whole or half day increments. In the event the District does not provide the equivalent time off on a different day in a whole or half-day increment by the end of the school year, the employees shall be paid for their time of attendance on Election Day.

Section 3.

- a. When school is closed for weather conditions, ten (10) month receptionists are not expected to report to work.
- b. Ten (10) month receptionists will work for five (5) work days before school opens in the fall and for five (5) days following school closing in the spring. All such days worked shall result in additional pay based on the employee's then applicable per diem or hourly rate.
- c. Should the School District determine that additional receptionist work is required in the summer, such work will be offered first to receptionist by order of seniority. Should such work not be taken by receptionist, in whole or in part, then such work may be offered to other bargaining unit personnel.
- d. Ten (10) month receptionists shall continue to work a work day consisting of 6.5 hours plus an hour paid lunch.
- e. Ten (10) month receptionists shall be provided the same 13 days per year of sick leave as are provided other ten month employees under the collective bargaining agreement.

- f. When custodians are required to perform a building check on holidays or weekends, they shall be guaranteed a minimum of two (2) hours pay. These checks will be performed during reasonable hours on a scheduled time format set up by the District. The District may schedule flex time hours if agreeable between the employee and the employee's supervisor.
- g. At the Central Offices, one secretary shall start work at 8:00 AM, and one secretary shall be scheduled to work until 4:30 PM. At the Middle School and High School, one secretary shall be scheduled to work at 7:30 AM during the student school year.

Section 4. The workday's hours shall not be changed unless by mutual agreement. However, in instances where the District, because of operating needs, requires workday hours other than presently in effect, two (2) weeks advance notice to such change is required. In the event that no employee voluntarily accepts the workday hour changes, assignment shall then be made to the least senior employee in the affected job title.

ARTICLE VI OVERTIME

Section 1. The School District agrees that all employees shall be compensated at the rate of time and one-half of the employee's regular rate of pay for all hours worked after forty (40) hours in a work week, provided that paid time off shall be used in calculating the forty hours required for overtime. Whenever possible, all overtime work schedules involving specific categories of employees shall be made known in advance.

Section 2. There shall be no change in an employee's workday or workweek to avoid the payment of overtime.

ARTICLE VII WORKING CONDITIONS

Section 1. Beginning July 1, 1978, CSEA members shall be granted the right of notification and discussion of major policy changes affecting groups of employees.

Section 2. Custodians, truck-drivers, or other appropriate personnel shall do heavy work such as carrying books. Office Workers, Teacher Aides and Monitors and Food Service workers shall not be required to lift an unreasonably heavy weight.

Section 3. A substitute list of part-time personnel to replace School District employees who are off the job for a period of more than one (1) week will be used, exclusive of vacation periods, in accordance with Civil Service rules.

- Section 4. Substitute employees who are used as full time substitutes for at least 40 consecutive days shall receive appropriate bargaining unit benefits except when such substitutes are substituting for an employee who is on workers' compensation or disability leave.
- Section 5. All study halls monitored by aides will be kept within reasonable limits but shall not exceed 35 students per aide.
- Section 6. The School District shall provide safety goggles for all Custodians.
- Section 7. The clerical staff in the schools shall be under no obligation to remain in their respective school building during their lunch period.
- Section 8. The District shall provide uniforms to the Motor Vehicle Operator, Assistant Motor Vehicle Operator, Custodians and Maintenance personnel which must be worn on duty. Originally each Custodian will receive two (2) pairs of pants and four (4) shirts, and annually thereafter, two (2) pairs of pants and three (3) shirts. Employees who fail to wear the uniform as required may be subject to disciplinary action. Custodial and maintenance personnel shall also be provided with a winter jacket on a biannual basis. Individual winter jackets will be replaced more frequently, as needed, if the jacket becomes unuseable due to damage or other reasons.
- Section 9. The District shall provide one (1) pair of shoes per year for Cafeteria personnel. The first pair will be provided at the end of the probation period.
- Section 10. Out-of-Title Work - An employee who is assigned and who works in a higher job classification for a period of one week shall receive payment at such higher rate at the same step placement. An employee who works in a higher job for one week preceding and is scheduled to work in a higher classification immediately after a school holiday or recess period will be compensated at such higher rate at the same step placement during the holiday or recess period. An employee who is assigned and who works in a higher job classification for a period of one week but who works less than the regularly scheduled hours of the higher job classification will be compensated at such higher rate of pay at the same step placement only for the hours worked. Compensation for holiday and recess periods for such employees will be at the regular rate of pay based on their official job classification.
- Section 11. Classroom Assignments - Teacher Aides and/or Monitors assigned to perform duties in a classroom in the absence of a teacher or substitute teacher out of the building or unavailable shall receive an additional \$11.00 per class to a maximum of \$21.00 per day.

Upon request of the CSEA, the District will consider using two Teacher

Aides/Monitors to cover a classroom in the absence of a teacher or sub for classroom settings that are deemed to warrant extra supervision.

Section 12. Employees shall be permitted 15 minute break periods as indicated in Article V. Upon request of the supervisor, break periods may be suspended due to the workload. However, the Employer shall not suspend more than 10 break periods in each year of this contract.

Section 13. 10-Month employees may opt to receive pay over 22 or 26 biweekly pay schedule.

Section 14. When school is closed for weather conditions, non-instructional employees with the exception of the 12 month Receptionists (10 month Receptionists are not required to report), Custodial and Maintenance staff, shall not be expected to report to their schools or offices unless notified to the contrary by their supervisor. When school is closed due to other emergencies for which custodial staff is not required (as per the Chief School Officer or their designee), the Custodial staff shall not be charged for leave time.

In the event that all snow days are not utilized during the school year, one (1) day shall be added to the Memorial Day vacation. (This shall apply only when school is not in session.)

Section 15. Employees shall be provided with a copy of their respective Civil Service job description upon written request.

Section 16. An employee who is required to use his/her vehicle in performance of their assigned duties, shall be paid the IRS rate per approved mile of business travel. Employees shall be allowed 15 minutes travel time from one campus to another, and shall be allowed 5 minutes travel time between buildings on the same campus.

ARTICLE VIII HOLIDAYS

Section 1. The Central Office staff, Custodial and Maintenance staff shall be entitled to fifteen (15) paid holidays as outlined for each year of the contract period. The clerical staff in the schools shall be entitled to those holidays that are observed when the school is not in session. In the event that a holiday falls on a school day, another day will be selected to replace same, with the approval of the CSEA Unit.

Independence Day
Labor Day
Columbus Day
Election Day (Ten (10) month employees and Twelve
(12) month guidance secretaries are required to work
Election Day for any required training. Refer to Article V,
Section 2).
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Last working day before Christmas

Christmas
First working day after Christmas
New Year's Eve Day (12 month employees only)
New Year's Day
Martin Luther King's Day
President's Day
Good Friday
Friday before Memorial Day (if no school due to
unused snow day see Article VII Section 14)
Memorial Day

Section 2. In the event an employee works on a holiday, the employee may opt for another comp day or another full day's pay.

ARTICLE IX VACATIONS

Section 1. All twelve (12) month employees will earn vacation leave as follows:

11 days after 1 year of service
12 days after 3 years of service
13 days after 4 years of service
15 days after 5 years of service
20 days after 12 years of service
25 days after 25 years of service

Vacation schedules for Cleaners, Custodians and Building Maintenance Mechanics will be prepared by May 1 and are subject to the approval of the Supervisor of Buildings and Grounds. Vacation time preference will be based upon employee seniority.

Employees hired prior to January 18th, 2007 receive earned vacation leave on July 1st of each year.

Employees hired after January 18th, 2007 will receive earned vacation leave on the day of his/her anniversary date.

Section 2. An employee who has completed six (6) months of service shall be credited five (5) vacation days only in extenuating circumstances and subject to the approval of the

Superintendent. Should an employee be approved to use five (5) vacation days, said employee will only receive six (6) days of vacation leave after one (1) year of service.

Section 3. Vacation time is not cumulative from one fiscal year to another unless approved by the Superintendent.

**ARTICLE X
SICK LEAVE AND PERSONAL LEAVE**

Section 1. All non-instructional employees shall be entitled to ten (10) days sick leave per year for the first three (3) years of service. Thereafter, employees shall be entitled to sick leave as follows, accumulative to a maximum of 225 days.

12-Month employees - 15 Days

10-Month employees - 13 Days

Effective for employees hired on or after January 1, 2007:

1st year – 5 days

2nd year – 7 days

3rd year – 9 days

4th year and beyond- 15 days for 12-Month employees
13 days for 10-Month employees

Section 2. Employees shall be informed in writing once a year of their number of accumulative sick leave days.

Section 3. Employees shall be allowed a maximum of ten (10) days of leave with full pay during each school year because of serious illness in his/her immediate family in the same household; provided, however, such employee has used ten (10) of his/her accumulated sick leave days under this provision. The ten (10) days granted hereunder shall not be charged against sick leave allowance or deducted from accumulated sick leave.

An employee shall be granted an extended sick leave without pay up to one (1) year for the purpose of caring for a serious ill member of his/her family or a seriously ill nearest relative. The Board may also grant additional leave without pay for this purpose.

Section 4. a. Days allowed for absence due to injuries suffered on school premises or in the performance of assigned duties, subject to certification by a duly qualified physician as to duration of the disability, shall not be deducted from sick leave

allowance. In such circumstances, the Board shall continue to pay the employee his/her regular salary and benefits for the first four months of the period involved. For the period the employee is in a fully paid status, the allowance paid the employee under Worker's Compensation shall be transferred to the Board. The employee shall not lose retirement benefits or any other emoluments of value which accrue to employees not so affected. The burden of proving the injuries sustained or the disease contracted, was occupationally connected shall rest with the employee.

- b. If during any period of work related disability the employee is able to perform light duty as certified by the employee's physician or a physician selected by the District and such light duty is available, the employee shall return to light duty at his/her full pay. Any disputes regarding the employee's release for light duty shall be referred to the District's Worker's Compensation carrier's assigned independent medical evaluator (IME). The decision of the IME regarding light duty shall be binding on the employee and the District.

Section 5. Personal Leave - All full-time personnel shall receive four (4) personal days per year. All requests for personal days are to be consistent with Section 8 of this Article. Unused personal days will be added to sick leave accumulation.

Section 6. The District shall provide payment for unused, accumulated sick leave credits up to 40 days upon an employee's retirement, separation (except for termination for cause) or death. For employees with 5 or more years of service, payment shall be made for a maximum of 50 days. Employees with 10 or more years of full-time employment, such payment shall be made to a maximum of 60 days. For employees with 20 or more years of full-time employment, the District will provide payment for unused, accumulated sick leave credits up to 75 days.

Section 7. Leave Donation Program

- a. Association members will be permitted to donate up to ten (10%) percent of their sick leave accruals as of July 1, to employees with a serious, life threatening illness who have exhausted their personal leave accruals and wish to participate in the donation program.
- b. Leave donations will be voluntary. Employees will submit their donations in writing to Assistant Superintendent for Business and Operations within five business days of the posting of the donation request. Only necessary record keeping personnel shall be informed of an employee's donation in an effort to keep all donations as anonymous as possible. The recipient will not be informed of the names of donating employees or the amount of days donated.

- c. The recipient will be placed, retroactively, on paid leave status based on the amount of donations received. If the leave donations do not cover the full period of the anticipated absence, the recipient will be on leave without pay for the remainder of that period.
- d. If leave donations exceed the number of days needed to place the recipient on paid leave status for the anticipated period of absence, unused donated days will be returned, to the extent possible, on a prorated basis to donating Association members. Only full days shall be returned to donating Association members.

Section 8. Both the School District and the CSEA recognize the need for and importance of employees maintaining a good attendance record. Sick leave is to be used for legitimate illness and personal leave is to be used for business of a personal nature that can only be conducted during work hours. Neither personal leave nor sick leave may be used to extend a vacation or holiday or holiday weekend, (i.e., such days may not be used on schedule work days immediately before or after the holiday, holiday-weekend, or vacation period). If an employee wishes to use a personal leave day immediately before or after a holiday, holiday weekend or vacation period, the employee must provide a reason for such request on the leave request form.

The District may require that an employee provide proper documentation verifying an illness if it is suspected that the employee has developed a pattern of sick leave misuse or has used an excessive amount of sick leave. Such requirement shall be in writing and shall apply to each future absence if the pattern of sick leave continues. This requirement of furnishing a doctor's verification shall be for a reasonable time and shall not exceed five (5) months.

Section 9. The School District shall establish standards of attendance which shall be consistent with all the provisions of this Agreement. An Attendance Committee, consisting of two Unit members selected by the Unit President and two District Officials selected by the Superintendent of Schools, shall review cases of attendance problems presented to it by the District and CSEA and make recommendations to the Assistant Superintendent for Business and Operations.

ARTICLE XI OTHER LEAVES

Section 1. All employees will be entitled to the following absences with pay each year with such days not to be deducted from sick leave:

- A. Any time necessary for appearance in any legal proceedings connected with

employment or with the School System or for the performance of jury duty, or because they have been subpoenaed in a legal matter.

- B. Time not to exceed five (5) days on any occasion in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, domestic partner or the primary person responsible for the employee's upbringing. The addition of domestic partner and primary person language shall sunset at the end of this agreement and shall be subject to review as to quantity of use and potential for abuse. Time not to exceed three (3) days on any occasion in the event of the death of an employee's grandfather, grandmother, or grandchild. Five (5) days will be allowed if grandparents or grandchild is a member of the employee's household.

Section 2.

- A. Child care leave will be granted for one year upon written request. The option of a second year is obtainable upon written request, provided the request is submitted at least sixty days prior to the termination of the initial leave. This leave of absence without pay will be without benefits unless the employee is otherwise eligible under state or federal law.
- B. Disability or illness, during and as a result of pregnancy and child birth, but prior to the commencement of an unpaid child care leave, will be regarded in the same manner as any other disability or illness. Sick leave shall not be used during an unpaid leave of absence for child care purposes. Sick leave may only be used for the time period for which a physician certifies the employee to be physically disabled due to pregnancy or childbirth and only to the extent that the employee has sick leave days available. The employee shall be entitled to commence an unpaid child care leave after such period of disability.

ARTICLE XII

PENSION, HEALTH INSURANCE, VISION CARE AND DENTAL INSURANCE

Section 1. Pensions

- A. Commencing July 1, 2002, the District shall provide the benefits of Section 75(i) of the Retirement and Social Security Law in accordance with the rules and regulations of the New York State Employees' Retirement System. All unit members shall be eligible to join the New York State Employees' Retirement System in accordance with its rules and regulations.
- B. It is agreed that, under Section 41-j and 341-J of the Retirement and Social Security Law, up to 165 days of an employee's unused sick leave is to be applied as additional service credit upon retirement. This provision will be effective June 18, 1979.

Section 2. Health Insurance

- A. Effective March 1, 2007, or as soon thereafter as practicable, the District will no longer offer the Blue Shield Par Plus plan to any bargaining unit members and shall replace that with the Blue Shield of Northeastern New York's Traditional Blue PPO.

The District will no longer offer the Blue Shield Par Plus or MVP plans to current employees. The District will continue to offer the Blue Shield Par Plus plan to current retirees who shall also have the option of moving to the PPO or some other plan offered by the District. Once a retiree elects to discontinue participation in the Par Plus plan, they may not revert to the Par Plus at any later time.

Effective July 1, 2000, the premium cost split for employees shall become 95% paid by the employer and 5% paid by the employee for any plan chosen by the employee. Effective July 1, 2012 the premium cost split for employees shall become 93% paid by the employer and 7% paid by the employee for any plan chosen by the employee. Effective July 1, 2013, the premium cost split for employees shall become 90% paid by the employer and 10% paid by the employee for any plan chosen by the employee.

- B. Commencing July 1, 1973, the School District shall contribute 100% of an individual's premium and 50% of the family plan for dependents after retirement.
- C. Deductibles. Effective 7/1/98, the annual deductibles shall become \$200 for individual and \$400 for the family plan.
- D. Co-Pays. The Blue Shield of Northeastern New York's Traditional PPO plan will have a co-pay of \$25. The District will continue to also offer the CDPHP and POS plans which will have a co-pay of \$25.
- E. Prescription – Effective March 1, 2007, or as soon thereafter as practicable, the District shall carve out its prescription plan coverage from the PPO, CDPHP, and POS plans for a single District sponsored plan. The plan shall provide for prescription co-pays of \$5 generic/ \$25 formulary/ \$40 non-formulary for all current members and members who retire on or after March 1, 2007. The plan shall provide for prescription co-pays of \$0 generic/ \$15 formulary/ \$40 non-formulary for retirees who retired prior to March 1, 2007. The plan shall provide for mail order with the applicable co-pay to be twice for a three-month (90 day) supply.

Section 3. Dental Insurance - Effective July 1, 1984, the Cohoes CSD will pay, in full, the cost of the CSEA Dental Insurance Plan.

Section 4. Vision Care Insurance - Effective January 1, 1991, the Cohoes CSD shall provide to all employees the CSEA Employee Benefit Fund Vision Care Plan.

Section 5. Effective July 1, 1998 the District shall initiate an IRC 125 Plan.

Section 6. Health Insurance Buyout

- a. Unit members or retirees that are otherwise health insured may voluntarily opt out of the School District's health insurance program and receive a payment for opting out as follows:

Individual/Retiree -	\$1,200
Two-Person -	\$2,000
Family -	\$2,500

- b. The employee must give written notice of opting out on or before May 31st for the period commencing July 1st of the following school year and must also produce proof of other health insurance at the time of making application for the buyout.
- c. Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable year. Newly hired employees may opt out of and receive this benefit on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.
- d. In the event that a unit member leaves the employ of the District after receiving a buy-out payment, but before the end of the applicable time period covered by the payment, said unit member shall be obligated to repay the District on a pro-rated basis the amount of the buy-out payment for the part of the period of the buy-out. The District is also expressly authorized to deduct that amount from the remaining paycheck(s) of said employee in the event that repayment is not otherwise made.
- e. One half of the buyout amount shall be paid in December, the other half of the buyout amount shall be paid in June.

ARTICLE XIII
SENIORITY

- Section 1. Seniority shall begin when a person is appointed to a position in our System and shall be based on continuous service from that date. Retroactive full time or pro-rated part-time seniority accumulation will be allowed for continuous service immediately preceding appointment. Departmental seniority shall be established within the following groups: 1) Cleaners, 2) Custodians, 3) Maintenance Mechanic, 4) Clerical Staff in Schools and Central Office, and 5) Full-Time Teacher Aides/Monitors, and 6) Full-Time Cafeteria Personnel.
- Section 2. In the event of a reduction of the work force, the employee with the least seniority within a department shall be laid off first.
- Section 3.
- a. All promotions, vacancies and new openings shall be posted in a conspicuous place at least five (5) days prior to the position being filled.
 - b. Notices to posted positions shall contain the title of the position to be filled, the minimum qualifications of the position as determined by the Cohoes Civil Service Commission, the current work location, the shift of the position and the annual salary range.
 - c. All job positions will be given to the Unit President before being posted.
 - d. Preferential consideration, considering the factors as listed in Section "F" below, to a vacant position shall be given to employees holding the same job title on a permanent basis who seek reassignment to another work location.
 - e. Appointments to competitive class positions shall be made in accordance with applicable Civil Service rules.
 - f. Appointments to vacancies in the non-competitive and labor class shall be made on the basis of qualifications, experience and seniority, with the order of importance being as listed.
 - g. Employees not selected for job vacancies shall be notified in writing of the fact of non-selection.
- Section 4. Bargaining unit employees who apply for posted positions, and who are qualified for the position, shall be interviewed for the position.
- Section 5. An employee who is promoted to a higher job classification shall be placed on a step that would reflect a salary raise closest to and above his/her present salary.

Section 6. Employees who fail the test in the promotional position, or who do not satisfactorily complete the probationary period of the promotional position, shall be entitled to return to their former position or an equivalent position.

Section 7. The District shall provide to the CSEA Unit President the name, title, social security number, seniority date and rate of pay for all members of the bargaining unit by the first week of October of each year.

The District agrees to notify the Unit President of all new hires and employment status changes as they occur during the year.

ARTICLE XIV GRIEVANCE AND DISCIPLINARY PROCEDURE

Section 1. The grievance procedure is outlined under Schedule "A" which is an addendum to this contract.

Section 2. The disciplinary procedure is outlined under Schedule "B" which is an addendum to this contract.

Section 3. The District agrees to provide both the employee and CSEA Unit President, a copy of all disciplinary charges.

ARTICLE XV RECIPROCAL RIGHTS

Section 1. The Board recognizes the right of CSEA employees to designate representatives to appear on their behalf to adjust salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such representatives shall also be permitted to appear at hearings before the Board upon the request of the employee.

Section 2. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. Such notices shall be submitted to the Superintendent of Schools for approval prior to posting.

Section 3. Employees who are appointed or elected for the purpose of adjusting a grievance or assisting in the administration of the contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and

cooperative relations between the employee and the Employer and to provide for uninterrupted operation of the Cohoes City School District.

- Section 4. The CSEA Unit President or designee, shall be allowed three (3) paid days per year for attending a CSEA sponsored function.
- Section 5. The District agrees to provide the CSEA Unit President with a copy of the Board of Education Meeting Minutes.

ARTICLE XVI PAST PRACTICES

Any rights, privileges, or benefits already accorded to the employees of the Cohoes School District, unless specifically excluded by this Agreement, shall not be rescinded.

ARTICLE XVII CSEA LIAISON COMMITTEE

- Section 1. The parties to this Agreement hereby establish a CSEA Liaison Committee composed of the CSEA President and Vice-President and the Superintendent of Schools and Assistant Superintendent for Business and Operations. Other association officers and district administrators may attend as needed. The Committee shall meet on an as needed basis to discuss labor-management situations, unless the parties mutually agree to meet more or less frequently.

ARTICLE XVIII REVIEW OF PERSONNEL FILES

- Section 1. Employees shall be allowed to review their personnel file in the presence of an appropriate official of the District upon five days written notice to the District.
- Section 2. Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. Employees may submit a rebuttal of reasonable length on any such derogatory material. The rebuttal shall be placed in the personnel file.

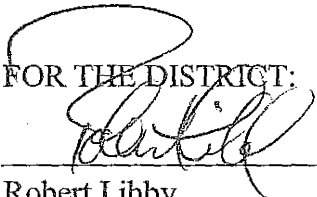
ARTICLE XIX
LEGISLATIVE ACTION

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XX
DURATION

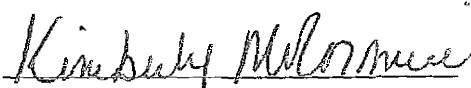
This Agreement shall commence on July 1, 2014, and continue in effect through June 30, 2017.

FOR THE DISTRICT:

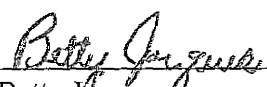


Robert Libby
Superintendent


FOR THE CSEA UNIT:



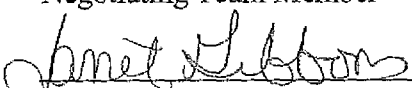
Kim McCormick
President



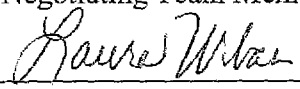
Betty Jacques
Negotiating Team Member



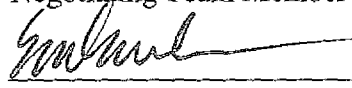
Mike Nolan
Negotiating Team Member



Janet Gibbons
Negotiating Team Member



Laura Urban
Negotiating Team Member



Eric Muldoon
CSEA Labor Relations Specialist

SCHEDULE "A" GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLES

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the grievance procedure by a representative from CSEA.

SUBJECT MATTER

A "grievance" shall mean any violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rules or any other condition or employment which relates to or involves the employee(s), unless otherwise reviewable by law.

INITIAL PRESENTATION

- A. An employee who claims to have a grievance shall present his/her grievance to the Immediate Supervisor, in writing, within twenty (20) working days after the grievance occurs, or becomes known to the employee.
- B. The Immediate Supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her supervisors if necessary on an informal basis.
- C. Within ten (10) working days after the presentation of the grievance, the Immediate Supervisor shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative, if any.

SECOND STAGE

- A. If an employee presenting a grievance be not satisfied with the decision made by their Immediate Supervisor, they may, within ten (10) working days thereafter, request a review and determination of their grievance by the Superintendent. Such request must be in writing and shall contain a statement as to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Superintendent and the Immediate Supervisor to whom the grievance was originally presented. Thereupon, and within two (2) working days after receiving such request, the Immediate Supervisor shall submit to the Superintendent a written statement of their information concerning the nature of the grievance and the facts relating to it.
- B. The Superintendent or the Superintendent's designee may, and at the request of the employee shall, hold a hearing within ten (10) working days after receiving the written request and

statement from the employee. The employee and their representative, if any, may appear at the hearing and present oral statements or arguments.

- C. Within ten (10) working days after the close of the hearing, or within eight (8) working days after the grievance has been submitted to them, if there was no hearing, the Superintendent or the Superintendent's designee, shall make their decision and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

LEGISLATIVE REVIEW

- A. If an employee presenting a grievance is not satisfied with the decision made by the Superintendent, or the Superintendent's designee, he/she may, within ten (10) working days thereafter, request a review by the local legislative body. The legislative body, or a sub-committee thereof, shall hold a hearing within thirty (30) calendar days after receipt of the written request for review.
- B. New evidence, testimony, or arguments, as well as any document, exhibit or other information submitted to the Department Head, or his/her nominee, may be introduced by the employee or the Department Head, or his/her nominee.
- C. The Legislative Review Hearing shall not be bound by formal rules of evidence.
- D. The Legislative Body shall render a decision within thirty (30) calendar days after the close of the hearing and shall communicate same to the employees and his/her representative, if any.

FINAL AND BINDING ARBITRATION

If the grievance is unresolved by the decision of the Legislative Body, CSEA may submit the grievance to the Public Employment Relations Board (PERB), for final and binding arbitration by a PERB Arbitrator. The cost of the Arbitrator shall be shared equally by CSEA and the School Board.

GENERAL CONDITIONS

- A. Any meeting or any step in the grievance procedure may be waived if both parties consent. Similarly, any time limit, either for rendering a decision or conducting a hearing, can be extended with the consent of both parties. A request for an extension in time must be made in writing.
- B. If a decision is not made within the required time limit, the grievant can advance the appeal to the next step.
- C. Grievances involving two (2) or more employees may be filed by the CSEA directly at the Second Stage level.

SCHEDULE "B"
DISCIPLINARY PROCEDURE

- Section 1. An employee shall not be terminated or otherwise subject to Disciplinary penalty until the following procedures have been utilized, except as allowed in Section 8 below. This procedure is in lieu of and supplants Civil Service Law Sections 75 and 76.
- Section 2. When the District seeks the imposition of a written reprimand, a fine not to exceed \$100, suspension without pay for a period not to exceed 30 days, demotion in title, imposition of a probationary period, or dismissal from District service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for incompetency, misconduct or insubordination. The specific acts for which discipline is being sought and the proposed penalty shall be specified in the notice.
- Section 3. An employee facing disciplinary action shall be allowed ten (10) days for answering the charge in writing to the Superintendent of Schools. A meeting shall be held by the Superintendent, or designee, within five (5) days of the employee's appeal, with a written determination rendered within five (5) days of the meeting.
- The meeting held by the Superintendent or designee shall only be rescheduled by mutual agreement, which shall not be unreasonably withheld by either party. Any rescheduled meeting must take place within ten (10) business days, unless extended by mutual agreement. If the rescheduled meeting does not take place as scheduled, and such failure is not the result of the District's availability, the District may implement the penalty on the rescheduled date. If the rescheduled meeting does not take place as a result of the District's representatives being unavailable, the District cannot implement the penalty unless otherwise authorized herein.
- Section 4. CSEA may file an adverse determination of the Superintendent to final and binding arbitration through the PERB. A notice to the District of CSEA's intent to arbitrate the matter shall be provided within ten (10) days of receipt of the Superintendent's decision.
- Section 5. No penalty may be implemented prior to the utilization of this procedure unless mutually agreed to at any level of the procedure, except as allowed under Section 8 below.
- Section 6. The decision of the arbitrator in all disciplinary matters shall be final and binding. The cost of such arbitration shall be shared equally by the Union and District.
- Section 7. Probationary employees shall not be afforded the disciplinary and termination protection provided herein, including Section 8 below.
- Section 8. If the district determines that a worker's presence at work endangers or jeopardizes the health or safety of others in the workplace, the district may immediately discharge or

suspend the employee without pay. If the union objects to the discharge or suspension, the union can file for arbitration within ten workdays of the suspension or discharge. The filing for arbitration by the union shall be by registered mail, or by certified mail with proof of service, with copies to both PERB and the Superintendent of Schools. Failure to file for arbitration within the ten workdays of the suspension or discharge shall constitute a withdrawal of the grievance. While suspended, the employee may use sick leave, personal leave or vacation.

SCHEDULE C

Starting Salary for New Hires Food Service Department (A)

TITLE	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017
Food Service Helper 6hrs	\$14,509	\$14,727	\$14,948	\$15,172
Food Service Helper 7hrs	\$16,927	\$17,181	\$17,439	\$17,701
Assistant Cook 6.5hrs	\$16,357	\$16,602	\$16,851	\$17,104
Head Cook 7hrs	\$18,647	\$18,927	\$19,211	\$19,499
Motor Vehicle Operator 5hrs	\$12,503	\$12,691	\$12,881	\$13,074
Motor Vehicle Operator 7hrs	\$29,218	\$29,657	\$30,102	\$30,553

School Clerical (B)

TITLE	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017
Aide/Monitor	\$15,197	\$15,425	\$15,656	\$15,891
Clerk 10mth	\$18,362	\$18,638	\$18,917	\$19,201
Typist 10mth (4hrs)	\$12,300	\$12,484	\$12,671	\$12,862
Typist 10mth	\$21,526	\$21,849	\$22,176	\$22,509
Sr. Typist 10mth	\$22,898	\$23,242	\$23,590	\$23,944
Typist 12mth	\$24,866	\$25,239	\$25,618	\$26,002
Sr. Typist 12mth	\$26,240	\$26,633	\$27,033	\$27,438
AV Clerk/Typist 10 mth	\$24,987	\$25,362	\$25,743	\$26,129

Maintenance and Custodial (C)

TITLE	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017
Cleaner/Courier	\$29,496	\$29,938	\$30,387	\$30,843
Groundskeeper/Custodian	\$32,910	\$33,403	\$33,904	\$34,413
Senior Custodian	\$37,188	\$37,746	\$38,312	\$38,886
Building Maintenance Mechanic	\$35,623	\$36,157	\$36,700	\$37,250
Security	\$31,210	\$31,679	\$32,154	\$32,636

Central Office Clerical (D)

TITLE	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017
Sr. Account Clerk Typist	\$32,444	\$32,931	\$33,425	\$33,926
Account Clerk Typist	\$31,033	\$31,499	\$31,971	\$32,451
Account Clerk/Sr. Typist	\$30,147	\$30,599	\$31,058	\$31,524
Typist	\$29,085	\$29,521	\$29,964	\$30,414
Clerk	\$28,377	\$28,803	\$29,235	\$29,673
Computer Network Manager	\$37,102	\$37,659	\$38,223	\$38,797
Computer Support Technician	\$31,909	\$32,388	\$32,873	\$33,367
Receptionist 12mth	\$25,651	\$26,035	\$26,426	\$26,822
Receptionist 10mth	\$21,376	\$21,696	\$22,022	\$22,352
Registrar Clerk		\$38,500	\$39,078	\$39,664

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Since 1910



New York's LEADING Union

Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

