



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **East Greenbush Central School District and East Greenbush Operations and Technical Supervisory Association (2002)**

Employer Name: **East Greenbush Central School District**

Union: **East Greenbush Operations and Technical Supervisory Association**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **17**

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

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

4902\_06302005

East Greenbush Central School  
District And Operations & Tech  
Supervisory Assn

SD / AD2

**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, 2002**  
**AND EXPIRING JUNE 30, 2005**

**RECEIVED**

JAN 08 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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 2002-03, 2003-04, and 2004-05.



Superintendent of Schools



East Greenbush Operations and  
Technical Supervisory Association

Date

**INDEX**

I.	EMPLOYMENT AGREEMENT	2
II.	RECOGNITION	2
III.	PROCEDURES FOR CONDUCTING NEGOTIATIONS	2
IV.	WORKING CONDITIONS	
	1. Work Year	3
	2. Pay Periods	3
	3. Sick Leave, Bereavement Leave, Personal Leave, Professional Development, or Other Authorized Absences	3-5
	4. Health, Dental, & Life Insurance	5-6
	5. Retirement	6
	6. Maternity and Child Care Leave	6-7
	7. Family and Medical Leave	7
	8. Employee Termination	7
V.	LONGEVITY, DEGREE RECOGNITION, VACATIONS, HOLIDAYS	7-8
VI.	COMPENSATION & REMUNERATION FOR SERVICES	
	1. Use of Personal Vehicles	8
	2. Services to Other School Districts	8-9
	3. Professional Goal Setting and Evaluation	9
VII.	LEGISLATIVE ACTION	9
VIII.	GRIEVANCE PROCEDURE	9-14
IX.	ANNUAL PHYSICAL	14-15
X.	RETIREMENT BENEFIT	15
XI.	ORGANIZATIONAL CHANGE	15
	SALARY SCHEDULE	16

## **ARTICLE I: EMPLOYMENT AGREEMENT**

This agreement made as of the 30<sup>th</sup> day of October, 2002 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 EGCS D 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, the Supervisor of School Accounts & District Treasurer, and Director of Data Processing.

## **ARTICLE III: PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **1. Negotiation Team:**

Under terms of the Taylor Law, the EGCS D agrees that the Superintendent of Schools or his 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 1<sup>st</sup> 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.

### 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 240 days in fiscal year 1999-00, then to a maximum of 245 days in fiscal year 2000-01, and finally to a maximum of 250 days in fiscal year 2001-02.
- 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.
- 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 per se is allowed to accrue to a maximum of 240 days in fiscal year 1999-00, then to a maximum of 245 days in fiscal year 2000-01, and then to a maximum of 250 days in fiscal year 2001-02, 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 \$1,150 per member in 2001 - 2002, \$1,200 per member in 2002 - 2003, \$1,300 per member in 2003 - 2004, and \$1,400 per member in 2004 - 2005. 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 20<sup>th</sup> and June 30<sup>th</sup> 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 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 three (3) 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 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 Par Plus with Major Medical Plan as developed for the East Greenbush Central School District in July 1991. 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. The District agrees to pay 90% of the premium cost for all EGOTSA members who have single or dependent's 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, the Traveler's 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.
  - 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, administrators 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.

5. 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.

6. 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:
  - i) Notify the Superintendent in writing at least four (4) months prior to the expected date of birth; and
  - ii) 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: LONGEVITY, DEGREE RECOGNITION, VACATIONS, HOLIDAYS**

1. Longevity:

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.

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 as follows:

After one year (anniversary date)	after 5 <sup>th</sup> year – 15 days
1 <sup>st</sup> year – 10 days	6 <sup>th</sup> year – 16 days
2 <sup>nd</sup> year – 11 days	7 <sup>th</sup> year – 17 days
3 <sup>rd</sup> year – 12 days	8 <sup>th</sup> year – 18 days
4 <sup>th</sup> year – 13 days	9 <sup>th</sup> year – 19 days
	10 <sup>th</sup> year – 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 invoices(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 the 1999-00 and 2000-01 school years, a sum of \$400 will be established for each member of the unit. In the 2001-02 school year, a sum of \$800 will be established for each member of the unit. 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 15<sup>th</sup>* 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**

1. 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 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.

d. 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.

6. Miscellaneous Provisions:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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 240 days in fiscal year 1999-2000, then to a maximum of 245 days in fiscal year 2000-01, and then to a maximum of 250 days in fiscal year 2001-02) 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.

2001-2002 Salary Schedule

Step	Trans Sup	Dir DataPro	Supv. Acctg	Supv Bldgs	School LunD
1	54,516	49,646	49,646	54,516	41,372
2	56,152	51,135	51,135	56,152	42,613
3	57,836	52,669	52,669	57,836	43,891
4	59,571	54,249	54,249	59,571	45,208
5	61,358	55,877	55,877	61,358	46,564
6	63,199	57,553	57,553	63,199	47,961
7	65,095	59,280	59,280	65,095	49,400
L-1, 10 yrs.	72,256	65,802	65,802	72,256	54,834
L-2, 15 yrs	80,204	73,039	73,039	80,204	60,867
L-3, 23 yrs.	80,704	73,539	73,539	80,704	61,367

2002-2003 Salary Schedule

Step	Trans Sup	Dir DataPro	Supv. Acctg	Supv Bldgs	School LunD
1	56,642	51,582	51,582	58,242	42,986
2	58,342	53,129	53,129	59,942	44,275
3	60,092	54,723	54,723	61,692	45,603
4	61,894	56,365	56,365	63,494	46,971
5	63,751	58,056	58,056	65,351	48,380
6	65,664	59,798	59,798	67,264	49,831
7	67,634	61,592	61,592	69,234	51,327
L-1, 10 yrs.	75,074	68,367	68,367	76,850	56,973
L-2, 15 yrs	83,332	75,887	75,887	85,304	63,240
L-3, 20 yrs.	84,332	76,887	76,887	86,304	64,240

2003-2004 Salary Schedule

Step	Trans Sup	Dir DataPro	Supv. Acctg	Supv Bldgs	School LunD
1	58,624	53,387	53,387	60,280	44,491
2	60,384	54,989	54,989	62,040	45,825
3	62,195	56,638	56,638	63,851	47,199
4	64,060	58,338	58,338	65,716	48,615
5	65,982	60,088	60,088	67,638	50,073
6	67,962	61,891	61,891	69,618	51,575
7	70,001	63,748	63,748	71,657	53,123
L-1, 10 yrs.	77,701	70,760	70,760	79,539	58,967
L-2, 15 yrs	86,248	78,544	78,544	88,288	65,453
L-3, 20 yrs.	87,248	79,544	79,544	89,288	66,453

2004-2005 Salary Schedule

Step	Trans Sup	Dir DataPro	Supv. Acctg	Supv Bldgs	School LunD
1	60,677	55,257	55,257	62,391	46,049
2	62,498	56,915	56,915	64,212	47,430
3	64,373	58,621	58,621	66,087	48,852
4	66,303	60,381	60,381	68,017	50,318
5	68,292	62,192	62,192	70,006	51,827
6	70,342	64,058	64,058	72,056	53,381
7	72,452	65,980	65,980	74,166	54,983
L-1, 10 yrs.	80,422	73,238	73,238	82,324	61,031
L-2, 15 yrs	89,268	81,294	81,294	91,380	67,744
L-3, 20 yrs.	90,268	82,294	82,294	92,380	68,744