

AGREEMENT

between

NISKAYUNA CENTRAL SCHOOL DISTRICT

and

NISKAYUNA SCHOOL DISTRICT EMPLOYEES ASSOCIATION

July 1, 2017 – June 30, 2022

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ARTICLE 1 – RECOGNITION

1.1. Recognition

The District has recognized the Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of all employees (“employees”) serving in permanent positions in a negotiating unit including the following positions:

- Aquatics Coordinator
- Audio-visual Technician
- Automotive Mechanic
- Bus Driver (Full Time)
- Bus Driver (Part Time)
- Cleaner
- Computer Operator/Technician
- Cook
- Custodian
- Delivery Truck Driver
- Dispatcher
- Driver/Trainer
- Environmental Systems & Facilities Mechanic
- Food Service Helper
- Grounds Worker
- Groundsman/Painter
- Head Custodian
- Maintenance Helper
- Maintenance Mechanic
- Painter
- Print Clerk
- Security Monitor
- Sr. Automotive Mechanic
- Sr. Custodian
- Sr. Environmental Systems & Facilities Mechanic
- Sr. Grounds Worker
- Sr. Maintenance Mechanic
- Utility Person

1.2. Managerial and Confidential Employee

Employees who have been designated “managerial” or “confidential” by the Public Employment Relations Board shall be excluded from the negotiating unit.

ARTICLE 2 – ASSOCIATION RIGHTS

2.1. Unchallenged Representation Status

The Association shall have unchallenged representation status for the maximum period permitted by law.

2.2. Exclusivity

The Association shall have the sole and exclusive right to represent employees in any and all proceedings under the Public Employees Fair Employment Act; to designate its own representatives and to appear before any appropriate officials of the District; to direct, manage and govern its own affairs; to determine, and pursue the wishes of the membership, free from any interference, restraint, coercion or discrimination by the District or any of its agents.

2.3. Employee Rights

- A. Employees are free to join or refrain from joining the Association without fear or coercion, reprisal or penalty from the Association or the District.

- B. Employees may join and take an active role in the activities of Association without fear of any kind of reprisals from the District or its agents.
- C. An Employee may bring matters of personal concern to the attention of the appropriate District representatives and officials in accordance with applicable laws and rules.

2.4. Dues Deductions for the Association

The Association shall have exclusive payroll deductions of membership dues under the following conditions.

- A. If necessary, the Association shall obtain the authorization from the individual and transmit it to the Business Office.
- B. The authorization shall specify the exact amount to be deducted and to be on a form approved by the District. Once this authorization has been filed, it need not be renewed each year. Any changes in the amount of dues to be collected will be made automatically unless the individual submits a new form or revokes the old one.
- C. The deduction is to be at a rate derived from dividing the number of pay periods into the amount of the unified membership dues.
- D. The Association will notify the Business Office by August 1, what amount the dues will be for that year and what amount should be deducted each payroll. The deductions will begin with the first payroll in September and will continue until the total is deducted.
- E. Should circumstances permit it, an individual may revoke the authorization by filing a form supplied by the District with the Business Office. The deduction is to cease by the second payroll following the revocation.
- F. The District is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from payroll by resignation or otherwise. An individual may make a timely request to have deducted any balance of dues owed.
- G. Payment of such dues withheld shall be made to the Treasurer of the Association within five days following each payroll date.

2.5. Association Business

- A. Any officer in the Association required to conduct Association business during working hours shall be relieved of his/her normal duties upon approval of the Superintendent of Buildings and Grounds, Director of Food Service, Director of Transportation and/or Administrator for Technology and Information without loss of compensation. This Association activity cannot affect an employee's overtime obligation.
- B. The District shall allow the Association to hold three meetings per year during normal working hours of the employees with no loss of pay. However, such meetings shall be held when school is not in session and shall not exceed two hours in duration. The Association shall notify the District, at least two weeks in advance, of the date and times,

of such meetings.

2.6. United Way

The District shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The District will provide for overall administration of the United Way appeal, and Association will distribute information concerning the United Way appeal and transfer pledges or contributions to the District Liaison person with the United Way.

2.7. Credit Union

- A. The District shall provide payroll deduction of a regular amount at each payroll period for the systematic savings through the Credit Union.
- B. Repayment of loans from the First New York Federal Credit Union will be made according to the schedule provided by the member provided that the schedule is in even amounts except for a first or last balancing payment and provided that the authorization is filed with the Business Office.

ARTICLE 3 – WAGES

3.1. Starting Salary

The minimum starting salary for each position in the negotiating unit is attached hereto as Appendix C.

3.2. Salary Increases

The base salary for food service helpers shall be increased as follows:

Effective July 1, 2017 unit member's base salary shall be increased by 3.49 percent;
Effective July 1, 2018 unit member's base salary shall be increased by 6.73 percent;
Effective July 1, 2019 unit member's base salary shall be increased by 6.31 percent;
Effective July 1, 2020 unit member's base salary shall be increased by 5.93 percent;
Effective July 1, 2021 unit member's base salary shall be increased by 1.00 percent

All other unit member's base salary shall be increased as follows:

Effective July 1, 2017 unit member's base salary shall be increased by 2 percent and by 1 percent on December 1, 2017;
Effective July 1, 2018 unit member's base salary shall be increased by 2 percent and by 1 percent on December 1, 2018;
Effective July 1, 2019 unit member's base salary shall be increased by 2 percent and by 1 percent on December 1, 2019;
Effective July 1, 2020 unit member's base salary shall be increased by 2 percent and by 1 percent on December 1, 2020;
Effective July 1, 2021 unit member's base salary shall be increased by 2 percent and by 1 percent on December 1, 2021.

ARTICLE 4 – LONGEVITY INCREMENT

4.1. Longevity

Longevity increments shall be granted in accordance with the schedule in Appendix B.

ARTICLE 5 – WORKDAY AND WORK WEEK

5.1. Workday

The workday shall consist of not more than eight hours, exclusive of a lunch period.

5.2. Work Week

The work week shall consist of 5 consecutive 8-hour days or 40 hours per week.

5.3. Reporting To Work

- A. Employees shall not be required to report to work at other than their assigned work periods unless an emergency arises.
- B. Full-time bus drivers will be compensated at their regular hourly rate when they are required to attend training school on recesses, holidays, and/or professional growth days. Part-time drivers training compensation shall be for two hours at the employee's hourly rate. In the event training for part-time bus drivers extends beyond two hours, such drivers shall be paid for the actual time of such training.

5.5. Night Custodian

Night custodians will be assigned to day work by the Superintendent of Buildings and Grounds when the work schedule permits.

5.6. Out of Title Work

In event an employee is temporarily assigned to a higher rated position by the Superintendent of Buildings and Grounds, the Director of Transportation, the Director of Food Service or the Administrator for Technology and Information for more than five consecutive working days, such employee will have his/her salary adjusted. The adjustment will be retroactive with a 10% pay adjustment for time worked out of title.

5.7. Overtime

Overtime compensation at the rate of time and one-half is to be paid for time worked in excess of 8 hours per day and 40 hours per week.

5.8. Special Cafeteria Assignments

- A. Cafeteria personnel who are requested to work special assignments such as evening banquets, service club dinners, will be compensated at time and one-half.

- B. When a volunteer, not-for-profit organization, or group, is allowed to use a school's cooking equipment, an employee assigned to that cafeteria shall be assigned by seniority on a rotating basis to work as supervisor of that cafeteria during such use in order to safeguard the district's equipment and interest.

Note: For volunteer and not-for-profit organizations cafeteria employees will be paid at their straight time rate of pay. For all other organizations the rate of time and one-half will be paid.

5.9. Recall

"Recall" is defined as any time an employee is called back by a supervisor to work after the completion of his or her regular work day. An employee who is called in early or was held over his or her regular scheduled work day does not qualify under the recall provision and therefore shall be paid under the regulations in effect for overtime. Employees recalled shall be guaranteed a minimum of two hours pay.

ARTICLE 6 – HOLIDAYS

6.1. Holidays

- A. There shall be provided 13 paid holidays for all twelve month employees and 11 paid holidays for all ten month employees. The 13 scheduled paid "holidays" are as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Day before Christmas	

- B. In the event that an employee is scheduled or called in on any holiday, that employee shall, in addition to his or her holiday pay, receive time and one-half for all hours worked on that holiday.

ARTICLE 7 – VACATION

7.1. Entitlement

All 12-month employees hired on or after July 1, 1998, shall be entitled to the following vacation (calculated as of July 1st following completion of the following year of service)

<u>Years of Service</u>	<u>Days of Vacation</u>	<u>Years of Service</u>	<u>Days of Vacation</u>
1-5	10 Days	18	18 Days
6-15	15 Days	19	19 Days
16	16 Days	20+	20 Days
17	17 Days		

All 12-month employees hired prior to July 1, 1998, shall be entitled to the following vacation (calculated as of July 1st following completion of the following year of service)

<u>Years of Service</u>	<u>Days of Vacation</u>	<u>Years of Service</u>	<u>Days of Vacation</u>
1-4	10 Days	12-13	18 Days
5-8	15 Days	14	19 Days
9	16 Days	15-19	20 Days
10-11	17 Days	20+	22 Days

If a former employee returns to work, he or she shall be treated as an employee hired after July 1, 1998. All 12 month employees shall be able to carry over 5 vacation days each year (non-cumulative).

7.2. Scheduling

Vacations which are earned upon the completion of an employment period ending June 30, are to be scheduled as follows:

- A. Vacations may be taken during any school shutdown, recess, or non-school day, with the approval of the department head.
- B. Any additional earned vacation is to be taken under the following conditions:
 1. The employee may request specific times.
 2. Vacation is to be scheduled in periods of not less than one week, except that when the vacation times equal a number of days other than a multiple of five, such days may be taken at the rate of one or more days at a time.
 3. Vacations are to be taken on non-school days if taken during the school year and between the first day of the week in which July 1 occurs and the second Friday prior to the first day of school, if taken in the summer.
 4. Vacations are to be prior approved by the administrator responsible for the category of personnel.
 5. When the work of the District makes it undesirable to schedule all vacation time according to personnel requests, personnel with seniority are to be given first consideration.
 6. Any exceptions are to be approved by the Assistant Superintendent of Schools on the basis of special needs of the staff members and the degree of interference with the program of the schools.
 7. A retiree shall be granted vacation pay on the basis of proportionate time for a part year.

7.3. First Year of Employment

A 12 month employee in his or her first year of employment who works less than the full year

will receive vacation as follows:

- A. If hired between July 1 and September 30, the employee will receive the full ten-day allotment.
- B. If hired after October 1, the employee will receive 1 day per full month of employment down to June 30.

ARTICLE 8 – SICK LEAVE

8.1. Sick Leave

- A. All employees who work 20 hours or more per week shall be entitled to sick leave as follows: 12 month employees shall be eligible for 12 sick leave days per year; 10 month employees shall be eligible for 10 sick leave days per year.
- B. Employees shall be allowed to accumulate their unused sick leave to maximum of 190 days.
- C. An employee shall be allowed to take accumulated sick leave for personal illness, disability or treatment of an injury, disease, etc. that cannot be scheduled during non-working hours.
- C. The Superintendent may request a physician's statement in any case where the employee is absent three consecutive days or more. In cases of suspected abuse of sick leave, the Superintendent of Schools may require a doctor's certificate for a shorter period of time.

8.2. Long -Term Illness

In the event of a long-term absence due to illness, the employee shall utilize the sick leave allowance available under this article until not more than five days of sick leave remains available. The employee shall have the option of reserving not more than five days of sick leave before receiving benefits under the Disability Insurance Program, provided the request is made in writing prior to five days before the sick leave allowance is to be fully used. An election to reserve up to five days of the sick leave allowance may not be revoked.

8.3. Employee Responsibility

Each employee will take constructive measures to keep to a minimum the amount of absence due to ill health.

8.4. Notice of Accumulation

At the commencement of the school year each employee shall be advised of the number of days of sick leave credit he or she has accumulated.

ARTICLE 9 – OTHER LEAVE POLICIES

9.1. Personal Leave

- A. Each 12 month employee shall be allowed up to four days and all other employees shall be allowed up to three days for business matters that cannot be taken care of outside of working hours of school calendar days with no loss of pay provided:
 - 1. The general reason is given at the time of the request.
 - 2. Advance notice of 48 hours shall be given when possible.
 - 3. Approval is given.
 - 4. Personal business cannot be taken care of outside of working hours. Personal business leave will not be granted for an employee's wedding or honeymoon.
- B. Illness in the immediate family, which requires the employee's presence, qualifies under this policy. Immediate family includes husband or wife, children, brothers and sisters, father and mother, grandparents, and any other person with whom the employee has developed an immediate family-like obligation due to past personal relationships. If there are extenuating circumstances and the employee has used the allowable time, the Superintendent of Schools or the Superintendent's designee may extend the leave time up to five additional days chargeable to the employee's sick time.
- C. Employees should make a special effort to avoid being absent on a day before or after a school holiday.
- D. A family affair, when the presence of the employee is imperative, is defined as an occasion when matters of concern which related to the personal lives of husband, wife, parents or children have to be settled. Examples of such occurrences would be the obligation a parent has for taking his child to college – a husband and wife attempting to resolve marital problems – the placement of an individual's parents in a care center.
- E. All requests for personal leave must be approved by the Superintendent of Buildings and Grounds, the Director of Transportation, the Director of Food Service or the Administrator for Technology and Information, as well as the Superintendent or his/her designee.
- F. Unused personal leave time shall convert to sick leave, subject to maximum accumulations in section 8.1(B).

9.2. Bereavement Leave

All employees shall be granted five days of leave for a death in the employee's immediate family. "Immediate family" shall include husband, wife, children, brothers, sisters, father, mother, grandparents, and any other person with whom the employee has developed a family-like obligation due to past personal relationships. In the event of more than one death in the immediate family, this leave time will be extended by a maximum of five additional days. The District, in its discretion, may provide additional bereavement leave out of accrued sick time.

9.3. Jury Duty

All employees shall be granted time necessary to serve as required on jury duty with payment of their regular salary for such service not to include money received as payment for jury duty. If excused from jury duty, the employee is to report to his or her place of employment for the balance of the day.

9.4. Snow Days

- A. When a snow day is declared by the District, all employees, except substitute bus drivers, shall receive the day off without loss of pay. Substitute drivers shall be paid for such day if they have been previously scheduled to work on that day.
- B. Any employee called into work on a declared snow day or who is actually working at the time of the declaration (except for 3rd shift employees) shall be paid at time and one-half for the time worked. This clause shall not apply if the declaration is made after the start of pupil school day.
- C. In the event that a snow day is declared on a Friday, third shift employee will be granted the following Sunday as a day off.

9.5. Leave of Absence

- A. A leave of absence without pay for up to one year may be granted upon the recommendation of the Superintendent and approved by the Board of Education. Normally, except for medical reasons, requests for such leave must be made at least three months prior to the starting date.
- B. All benefits to which an employee was entitled at the time the leave of absence without pay commenced, including unused cumulative sick leave, service increment, and seniority rights shall be restored to him or her upon return to service.
- C. No benefits shall accrue during the period of the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A leave of absence may be shortened or extended upon written application to and with the approval of the Superintendent or the Superintendent's designee.

9.6. Child Rearing Leave

- A. An employee, upon 30 days written notice to the Superintendent, may request a leave, without pay, for purposes of child rearing, for up to one year. In the case of the adoption of an infant child, the employee shall provide the District with reasonable notice depending upon the notice received by the employee of the arrival of the child.
- B. No benefits shall accrue during the period of the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A child rearing leave may be shortened or extended upon written application to and with the approval of the Superintendent or the Superintendent's designee.

- C. All benefits to which an employee was entitled at the time the leave of absence without pay commenced, including unused cumulative sick leave, service increment, and seniority rights shall be restored to him or her upon return to service.

9.7. Military Leave

Military Leave, upon presentation of orders to the Superintendent or the Superintendent's designee, shall be granted without loss of time or pay to any employee who is in any branch of the Armed Forces Reserve and/or National Guard for a period not to exceed 30 days in any calendar year. No part of this leave shall be deducted from vacation leave.

ARTICLE 10 – RETIREMENT

10.1. Retirement Plan

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

Section 75-i and 41-j Options

The District has adopted the Section 75-I option and the Section 41-j option under the New York State Employees Retirement System.

10.2 Retirement Benefit

A. Eligibility

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

1. The employee must be a full-time staff member of the District.
2. The employee must be 55 years of age or more and be eligible for benefits under the New York State Retirement System.
3. The employee must have been a full-time employee in the Niskayuna Central School District for a minimum of ten years to qualify for this program.

B. Benefit Payment

1. An employee who is eligible under the above stated requirements must give written notice to the District of intent to retire no later than three months prior to date of actual retirement.
2. The District, upon the employee's retirement from service, will pay to the employee in one lump sum seven thousand dollars (\$7,000) as soon as possible after retirement but no later than December 31 of the year the employee retired. The payment shall be paid by the District as a Non-Elective Employer Contribution to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the

ARTICLE 11 – INSURANCE

11.1. Health Insurance

- A. The District shall make available comprehensive medical, dental, life and accidental death insurance to unit members who are employed no less than 30 hours per week for 10 months or more per year.
- B. The District will provide health insurance through the Blue Cross EPO (Exclusive Provider Organization) or, for unit members employed with the District for at least five years, at their option, the Blue Cross PPO (Preferred Provider Organization). The District will provide dental insurance through a self-funded, point of service plan that will be administered by Delta Dental.
- C. The extent of coverage is described in the Niskayuna Central School District EPO plan document dated 4-15-2004, PPO plan description (6/15/2006), and Delta Dental Plan Summary (5-15-2004), and are included in Appendices E, F, and G, respectively.

PPO Premiums – The District shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plans for the employee. A deductible of \$500 per individual up to \$1250 for family coverage shall apply. Upon meeting the deductible, the plan shall pay 70% of the covered charges for services rendered by a non-participating provider. The remaining 30% of the covered charges shall be borne by the employee for services rendered by a non-participating provider. Services provided by in-network providers shall be paid in full as outlined in the plan.

- D. The percentage of payment for the Blue Cross EPO plan and the Delta Dental plan shall be as follows:

<u>Employee %</u>	<u>District %</u>
21%	79%

Retiree Health Insurance - When an employee retires with at least five years of service in the district, and qualifies for benefits under the New York State Employees' Retirement System, the employee shall be eligible for continued medical/dental insurance coverage.

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. For the PPO plan, the District shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees. For the dental plan the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%.

11.2. Supplemental Life Insurance

Employees who elect to enroll in the districts health insurance program shall receive \$2,000 of life insurance coverage. The District shall pay 25% of the premium cost of such insurance and the employee shall pay the remaining 75%.

11.3. Disability Benefits

The District will continue to provide unit members who are employed not less than 30 hours per week and are members of the retirement system with the disability benefits program providing short-term disability benefits at the rate of up to 60% of the disabled employees' regular weekly earnings and long-term disability benefits at the rate of up to 60 percent of the disabled employee's regular monthly earnings. The employee shall pay 100% of the cost for the short term disability coverage and the employer shall pay 100% of the cost for the long-term disability coverage.

11.4. Death Benefits

The District shall continue to provide the Guaranteed Ordinary Death Benefit authorized by Section 60-B of the Retirement and Social Security Law. That section authorizes a salary-based death benefit in accordance with law.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.1. The grievance procedure is attached as Appendix "A".

ARTICLE 13 – SENIORITY
(NON-COMPETITIVE AND LABOR-CLASS EMPLOYEES)

13.1. Definitions

"Title seniority" is defined as continuous service in a particular title in a department.
"Departmental seniority" is defined as continuous service with the District in a department of the District. "District-wide seniority" is defined as the length of continuous service of the employee within the District. Seniority shall commence on the first day of employment within a title, department or the District.

13.2. Layoffs

For layoff purposes of non-competitive or labor-class employees, the employee with least title seniority shall be the first to be laid off until the total number of employees required to decrease the work force shall be established. Having exhausted his or her seniority in his or her current title within a department, a laid-off employee shall exercise his or her departmental seniority to displace and employee with lesser seniority in a lower job title(s). Recalls shall be in the inverse order of layoff.

13.3. Continuous Service

As used in section 13.1, continuous service with the District includes those periods when an employee is (a) on leave of absence; (b) on lay-off; (c) absent from and unable to perform the duties of his position by reason of disability or disease; and (d) such other periods of service, if any, as the Civil Service Law requires to be treated as a part of the employee's continuous service

13.4. Loss of Seniority

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his or her

seniority as defined in Section 13.1 only when one or more of the following occur: (a) he or she resigns; (b) he or she is discharged; (c) he or she retires; (d) he or she refuses a recall.

13.5 Competitive Class

Competitive class employees shall be governed under the applicable provisions of the Civil Service Law.

13.6 Seniority List

The District shall provide the Association with an up-to-date seniority list once a year in September showing the names of employees and the date of seniority within title, department, and district.

13.7 “Departments”

- A. For the purposes of this article, “departments” shall mean transportation, cafeteria, custodial and maintenance, and head custodian.
- B. Departmental seniority shall be the basis for scheduling vacations.

13.8 Promotions and/or Vacancies and New Positions

- A. In the event of a vacancy or the creation of a new position or a promotional opportunity, the position shall be posted in order to give the present staff an opportunity to apply.
- B. The Administration will make a mailing of job postings to an employee who supplies the supervisor with a self-addressed stamped envelope and informs the supervisor that he or she wishes to be informed in such a way while he is absent, on vacation, or on sick leave.
- C. If the qualifications of the (applying employees) are equal, the position shall be filled on the basis of District seniority with the most senior employee(s) being given such positions(s).
- D. In the event of a promotion, the person will receive a 5% increase in salary or the new category minimum starting salary, whichever is greater. Promotion is defined as movement to a job title with a higher starting salary.
- E. An employee who bids from one unit position to another shall have a right to return to his or her prior position, without loss of accrued seniority prior to the completion of the probationary period in the new position. If, thereafter, the employee returns to his or her original position he or she will do so without any accrued seniority.
- F. An employee who bids from one unit position to a position in another department shall have a right to return to his or her prior position, without loss of accrued seniority, prior to the completion of the probationary period in the new position. If, thereafter, the employee returns to his or her original position he or she will do so without any accrued seniority.
- G. An employee who elects to terminate an approved leave of absence shall have a right to

return to a vacant position, with the same District, title and departmental seniority as he or she had at the commencement of the leave.

ARTICLE 14 – TRANSPORTATION

14.1. Definitions

- A. “Full-time bus driver” shall be defined as bus driver assigned a daily route and working eight hours per day.
- B. “Part-time bus driver” shall be defined as a bus driver assigned a daily route and working less than eight hours per day.
- C. “Substitute bus driver” shall be defined as a bus driver not assigned a daily route.

14.2. Bidding

- A. The district shall make available copies of all runs at least two days prior to the date of the scheduled bidding in each year. Bus routes created after the scheduled bidding will be posted for bid on October 1. No routes will be posted for bid after May 1 in any school year.
- B. The creation and structure of school bus routes will be at the sole discretion of the Transportation Department Administration. Routes will be bid as set up by the Transportation Department administration.

All regularly scheduled driving routes will be bid by Transportation Department seniority. All fulltime drivers will be required to bid a midday route to equal an 8-hour workday.

The District shall make available at least five bus routes comprised of 6 hours or more but less than 8 hours, for part time drivers. The District’s obligation as per this previous sentence shall be suspended until June 30, 2016 at which time the District shall resume this responsibility.

- C. If the length of time of a driver’s AM/PM route is increased or decreased by one hour or more per day during September, the route shall be re-bid on October 1. If the length of time of a driver’s AM/PM route is increased or decreased by one hour or more per day between October 1 and May 1 of any school year, the route will be posted for bid. Routes increased or decreased by one hour or more after May 1 shall not be re-bid.
- D. A bus driver who bids a route shall accept the conditions of that route, e.g. vehicle, school calendar, early dismissals, days and hours (AM/PM) of operation, etc. The bid by the driver shall constitute an agreement by the driver that the work as bid shall be the driver’s first responsibility.
- E. The District will use part-time or full-time bus drivers based on the driver’s seniority for additional work beyond the driver’s bid run when such drivers are available. Substitutes may be used in the event that no full-time or part-time driver is available from the rotation list for such work.

- F. The position of driver/trainer shall have the same privileges as an eight-hour driver, e.g., field trips, holidays, seniority, etc.

14.3. Field Trips

- A. Field trips for drivers shall be made available on a strict rotating basis and shall be arranged according to transportation department seniority.
- B. In the event a field trip is canceled without advance notice, a minimum of two hours will be paid providing the employee reports to the school district to fulfill his or her assignment. If the field trip is canceled with advanced notice, the driver shall be responsible for his or her primary assigned run.
- C. The District shall maintain a single list for all field trips. Full-time and part-time drivers shall have the option, after September 30, to choose between their regularly-scheduled run and a field trip when field trips from the list are made available. All drivers are available for weekend field trips during the month of September.

14.4. Recall

If a bus driver is called in to perform services at a time other than during his regular work period, he or she will be fully compensated for this work with a minimum of two hours pay. This minimum shall not apply when the extra work period is immediately before or after the regular work period.

14.5. Substitutes

Substitute bus drivers are not members of the NSDEA bargaining unit. The District may use substitute bus drivers to drive those runs, field trips, athletic trips, etc., that occur during the regular work period of full-time drivers and part-time drivers, or when no part-time or full-time driver is available for additional work beyond their bid run.

14.6. Cancellation of Runs

If any portion of a full-time or part-time driver's regularly assigned run is canceled for the day, the driver will receive their regular pay for such canceled run. The driver will remain at work and be available for assignment to bargaining unit work.

14.7. Work Obligation

The driver work year shall be from the first day of school attendance in September to the last day of school attendance in June. All drivers may be required to perform test runs prior to the start of school and shall be compensated at their hourly rate for the time required.

14.8. Commercial Driver's License

- A. During the term of this Agreement, the District will reimburse the costs of obtaining or renewing costs on expiring New York State Commercial Drivers' Licenses of each full or part-time bus driver (or mechanic or custodian who is required by the District to have

such a license as a condition of employment).

- B. An employee claiming reimbursement pursuant to this section will submit proof of entitlement.

14.9 Summer Hours

The Director of Transportation, in consultation with the Union, may set a summer hours schedule for mechanics between the hours of 6 am and 5 pm from Monday through Friday, eight hours a day. The summer schedule is defined as the summer school schedule, as established by the District. Summer hours schedules shall be bid on by seniority prior to the last day of the school year.

ARTICLE 15 – SAVINGS CLAUSE

15.1. Savings Clause

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement or any addition thereto shall not be affected.

15.2. Conclusion of Negotiations

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no negotiations on this Agreement will be conducted on any item whether contained herein, or not, during the life of this Agreement, unless by mutual agreement of the parties.

15.3. District Policy

This Agreement constitutes School District policy for the terms and conditions of employment for the employees. Any other terms or conditions of employment that are mandatory subjects of bargaining not mentioned in the Agreement, shall remain within the jurisdiction of School District Policy subject to the review and approval of the Association. The District and the Association are pledged to carry out the commitments contained in this Agreement. The terms and conditions of this Agreement shall take precedence over District or Association policy. Each party shall take such action as necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE 16 – UNION SECURITY

16.1. Discontinuance of a Full-time Employee

- A. If there is consideration of the possibility of discontinuing the employment of a full-time employee in the non-competitive or labor classification who has completed one-year continuous service, and who does not have Section 75 rights, he or she shall be entitled to an informal hearing before the Assistant Superintendent of Schools.

- B. The employee shall have the opportunity of knowing the reason(s) for consideration of a dismissal and the right to present any information which will aid in reaching a decision prior to any action to dismiss or retain.
- C. If the decision by the Assistant Superintendent of Schools is not satisfactory to the employee, the employee may request a review by the Board of Education or a committee of its members. The employee must notify the Board of Education in writing within ten school days of the date of the decision by the Assistant Superintendent he or she requests such a review.
- D. Within 12 school days after reviewing the written request or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with the employee and his or her representative for the purpose of resolving the issue.

ARTICLE 17 – PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT OBLIGATIONS

17.1 No Strike Pledge

Pursuant to Section 210, subdivision 1, of the Public Employees Fair Employment Act, the Association hereby affirms that it does not have, and will not assert, the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.

17.2 Statutory Language

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

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

18.1. Labor Management Committee

There shall be a Labor Management Committee established, whose function will be to promote better communications between the Association and the District whereby problems of mutual concern shall be discussed and resolved. This Committee shall meet whenever necessary in order to carry out its objectives.

ARTICLE 19 – PART TIME BUS DRIVERS

19.1. Less than 20 Hour Drivers

Unless specifically included in any other designated article, Drivers who work normally less than 20 hours per week on a scheduled basis shall only be covered by the following articles of this Agreement.

Article 10 – Retirement

Article 12 – Grievance Procedure

Article 13 – Seniority
Article 16 – Union Security

19.2. More than 20 Hour Drivers

Unless specifically included in any other designated article, Drivers who work normally more than 20 hours per week on a scheduled basis shall only be covered by the following articles of this Agreement.

Article 8– Sick Leave
Article 9 – Leave Policies
Article 10 – Retirement
Article 12 – Grievance Procedure
Article 13 – Seniority
Article 14 – Transportation
Article 16 – Union Security

ARTICLE 20 – DURATION OF AGREEMENT

20.1. Term

The Agreement shall commence July 1, 2017 and continue in effect until June 30, 2022.

20.2. Copies of Agreement

Each employee shall receive a copy of this Agreement

10/1/18
Date

[Signature]
Superintendent of Schools

10/4/18
Date

[Signature]
President, Association

Appendix “A”

GRIEVANCE PROCEDURE

Section 1. Purpose

It is the policy of the Niskayuna Central School District and the NSDEA /NYSUT that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2. Definitions

- A. A “grievance” is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An “employee” is any person in the unit covered by this agreement.
- C. An “Aggrieved party” is the employee or group of employees who submit a grievance.

Section 3. Submission Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a “grievance” is being raised.
- B. Each grievance shall be submitted in writing on a form approved by the District and the Employee Unit (see attached), and shall identify the aggrieved party, the provision of this agreement or other directive involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, conditions and a general statement of the grievance and the redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. The aggrieved parties must be represented at any formal level in Section 4 Grievance Procedure by an officer of the Niskayuna School District Employees Association, a member of the Association’s grievance Committee, a shop steward designated as such by the Association or by a representative of NYSUT.

Section 4. Grievance Procedure

- A. The Unit Supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the Unit Supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Assistant Superintendent of Schools.
- B. The Assistant Superintendent or his or her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his or her position with respect to it no later than two weeks after it is received.

C. Within five days of the determination by the Assistant Superintendent, if the grievor is not satisfied he or she may make written request to the Superintendent for review and determination. The Superintendent will hold a hearing within ten (10) days of the receipt of the request to obtain further information regarding the case. The Superintendent shall render a final decision within fifteen calendar days after the hearing.

D. Arbitration

1. In the event the Association wishes to appeal a decision of the Superintendent, it may appeal to arbitration by filing a demand for arbitration upon the Public Employment Relations Board (with a copy to the Superintendent) within 15 working days of the receipt of the Board decision. The arbitration hearing shall be held with 20 working days of the selection of the arbitrator.
2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at the Superintendent level, and in the event that such an issue is raised, the Superintendent may return the matter to Step C for further determination.
3. The arbitrator shall be selected using the services and procedures of the Public Employment Relations Board. The Rules of the Public Employment Relations Board, as amended by this Agreement shall govern the arbitration.
4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred, and if so, the appropriate remedy therefore. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of eligibility for arbitration in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.
5. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.
6. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.
7. An award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

Section 5. Time Limits

The time limits at any step(s) may be extended by written mutual consent of the parties.

GRIEVANCE FORM

Date of Filing: _____

Stage: _____

1. Unit Supervisor: _____

2. Asst. Supt: _____

3. Superintendent: _____

1. Grievant: _____

2. Position:
(Building) _____

3. Contract Provision Alleged Violated: _____

4. Time, Date, Place of Occurrence: _____

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

6. Redress Sought: _____

7. Response: _____

Date

Signed

8. Initial applicable statements:

_____ I hereby accept the above determination

_____ I hereby decline the above determination

_____ I intend to process the grievance to the next stage

Signature of Grievant

Date

Use additional sheet if necessary

Appendix "B"

ADDITIONAL COMPENSATION

1. Longevity Increments shall be provided annually to unit members working 17.5 or more hours per week as follows: in the following amounts after completing the designated period of employment with the District.

<u>5 yrs</u>	\$400.00
<u>10 yrs</u>	\$700.00
<u>15 yrs</u>	\$1,300.00
<u>20 yrs</u>	\$1,800.00

For the purpose of longevity payments to be made to bus drivers, a break in service with the District shall not reset the longevity calculations if the break or interruption in District service occurred at any point between August 1, 2013 and September 30, 2015. Accordingly, a bus driver's entire District time may be used for this calculation if such break or interruption occurred during this time period.

Breaks or interruptions occurring outside of this time frame shall reset the time period for the purpose of longevity payments to be made to bus drivers.

Payment for longevity shall be payable in a lump sum in the pay period following the employee's anniversary date.

The longevity payment shall be included to determine the employee's overtime rate of pay.

2. Uniform Allowance – Effective July 1, 2017, a uniform allowance of \$325 will be provided for all Operations and Maintenance and Food Service Members. Payment for the allowance shall be in a lump sum in the last pay period in October. Unit members shall wear uniforms on a daily basis, including apparel identifying themselves as District employees. Effective July 1, 2020 this amount shall increase to \$350.

New 10 month employees hired after September 1 shall have the uniform allowance pro-rated by 1/10 per month based on date of hire. 12 month employees hired after September 1 shall have the uniform allowance pro-rated by 1/12 based on the date of hire.

The District will pay for the uniform service in its entirety for Automotive Mechanics.
The District will provide cook managers and food service helpers with a hat and apron.

3. Kitchen Footwear Allowance – All cook managers shall receive an annual allowance of \$75.00 toward the purchase of one pair of shoes for use in the cafeteria.
4. Tool Allowance - an allowance of up to \$400 shall be paid each year to replace broken tools identified at the time of breakage for bus and auto mechanics.
5. 2nd and 3rd Shift Differential – Effective August 25, 2008, 2nd and 3rd shift employees will increase their work time from 7.5 to 8 hours exclusive of lunch, and shall receive a four percent (4%) pay differential only for the time period where the employee actually works the second and/or third time period. Prior to August 25, 2008, 2nd and 3rd shift employees shall work 7.5 hours exclusive

of lunch, and receive a three percent (3%) pay differential for such shift work.

6. Boot Allowance - All O&M employees and bus mechanics shall receive an annual allowance of \$175 toward the purchase of work boots and shoes. All footwear must be purchased in one transaction for the year.

**NSDEA Contract
Appendix C
Support Personnel Salary - Incremental Increase by Level
For July 1, 2017 - June 30, 2018**

<u>12 Month Employees</u> (52 weeks x 40 hours = 2080 hrs)	<u>Minimum Salary</u>
LEVEL 1	
Cleaner	30,056
Delivery Truck Driver	14.45
LEVEL 2	
Custodian	31,429
Utility Person	15.11
Printshop Clerk	
LEVEL 3	
Grounds Worker	34,632
Audio Visual Equip.	16.65
Repair Tech.	
LEVEL 4	
Sr. Custodian	35,131
	16.89
LEVEL 5	
Dispatcher	35,714
Driver Trainer	
Aquatics Coordinator	17.17
Maintenance Helper	
Security Monitor	
LEVEL 6	
Head Custodian Elem.	37,939
	18.24
LEVEL 7	
Maintenance/Auto Mechanic	39,270
Comp. Oper. Tech.	18.88
Painter	
Environmental Systems & Facilities Mechanic	
LEVEL 8	
Sr. Grounds Worker	40,061
	19.26
LEVEL 9	
Head Custodian MS	41,829
	20.11
LEVEL 10	
Sr. Maintenance	44,907
Sr. Auto Mechanic	21.59
Sr. Prin. Mach. Op.	
Sr. Environmental Systems & Facilities Mechanic	
LEVEL 11	
Head Custodian HS	48,194
	23.17

<u>Food Service</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Food Service Helper	-	10.40
LEVEL 2		
Food Service Helper	193	8,029
(4 hours/day)		10.40
LEVEL 3		
Food Service Helper	193	12,043
(6 hours/day)		10.40
LEVEL 4		
Elem. Cook Manager	193	17,225
(7 hours/day)		12.75
Birchwood, Craig, Glenclyff, Hillside, Rosendale		
LEVEL 5		
MS Cook Manager	193	18,900
(7 hours/day)		13.99
Iroquois and Van Antwerp		
LEVEL 6		
HS Cook Manager	193	21,548
(7 hours/day)		15.95
High School		

<u>Bus Drivers</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Part-Time Bus Driver	193	18.83
LEVEL 2		
Bus Driver (8 hrs/day)		

**NSDEA Contract
Appendix C
Support Personnel Salary - Incremental Increase by Level
For July 1, 2018 - June 30, 2019**

<u>12 Month Employees</u> (52 weeks x 40 hours = 2080 hrs)	<u>Minimum Salary</u>
LEVEL 1	
Cleaner	30,514
Delivery Truck Driver	14.67
LEVEL 2	
Custodian	31,907
Utility Person	15.34
Printshop Clerk	
LEVEL 3	
Grounds Worker	35,152
Audio Visual Equip.	16.90
Repair Tech.	
LEVEL 4	
Sr. Custodian	35,651
	17.14
LEVEL 5	
Dispatcher	36,254
Driver Trainer	
Aquatics Coordinator	17.43
Maintenance Helper	
Security Monitor	
LEVEL 6	
Head Custodian Elem.	38,501
	18.51
LEVEL 7	
Maintenance/Auto Mechanic	39,853
Comp. Oper. Tech.	19.16
Painter	
Environmental Systems & Facilities Mechanic	
LEVEL 8	
Sr. Grounds Worker	40,664
	19.54
LEVEL 9	
Head Custodian MS	42,453
Sr. Grounds Worker	20.41
LEVEL 10	
Sr. Maintenance	45,573
Sr. Auto Mechanic	21.91
Sr. Prin. Mach. Op.	
Sr. Environmental Systems & Facilities Mechanic	
LEVEL 11	
Head Custodian HS	48,922
	23.52

<u>Food Service</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Food Service Helper	-	11.10
LEVEL 2		
Food Service Helper	193	8,569
(4 hours/day)		11.10
LEVEL 3		
Food Service Helper	193	12,854
(6 hours/day)		11.10
LEVEL 4		
Elem. Cook Manager	193	17,482
(7 hours/day)		12.94
Birchwood, Craig, Glencliff, Hillside, Rosendale		
LEVEL 5		
MS Cook Manager	193	19,184
(7 hours/day)		14.20
Iroquois and Van Antwerp		
LEVEL 6		
HS Cook Manager	193	21,873
(7 hours/day)		16.19
High School		

<u>Bus Drivers</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Part-Time Bus Driver	193	19.11
LEVEL 2		
Bus Driver (8 hrs/day)		

**NSDEA Contract
Appendix C
Support Personnel Salary - Incremental Increase by Level
For July 1, 2019- June 30, 2020**

<u>12 Month Employees</u> (52 weeks x 40 hours = 2080 hrs)	<u>Minimum Salary</u>
LEVEL 1	
Cleaner	30,971
Delivery Truck Driver	14.89
LEVEL 2	
Custodian	32,386
Utility Person	15.57
Printshop Clerk	
LEVEL 3	
Grounds Worker	35,672
Audio Visual Equip. Repair Tech.	17.15
LEVEL 4	
Sr. Custodian	36,192
	17.40
LEVEL 5	
Dispatcher	36,795
Driver Trainer	
Aquatics Coordinator	17.69
Maintenance Helper	
Security Monitor	
LEVEL 6	
Head Custodian Elem.	39,083
	18.79
LEVEL 7	
Maintenance/Auto Mechanic	40,456
Comp. Oper. Tech.	19.45
Painter	
Environmental Systems & Facilities Mechanic	
LEVEL 8	
Sr. Grounds Worker	41,267
	19.84
LEVEL 9	
Head Custodian MS	43,098
	20.72
LEVEL 10	
Sr. Maintenance	46,259
Sr. Auto Mechanic	22.24
Sr. Prin. Mach. Op.	
Sr. Environmental Systems & Facilities Mechanics	
LEVEL 11	
Head Custodian HS	49,650
	23.87

<u>Food Service</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Food Service Helper	-	11.80
LEVEL 2		
Food Service Helper (4 hours/day)	193	9,110 11.80
LEVEL 3		
Food Service Helper (6 hours/day)	193	13,664 11.80
LEVEL 4		
Elem. Cook Manager (7 hours/day) Birchwood, Craig, Glencliff, Hillside, Rosendale	193	17,739 13.13
LEVEL 5		
MS Cook Manager (7 hours/day) Iroquois and Van Antwerp	193	19,468 14.41
LEVEL 6		
HS Cook Manager (7 hours/day) High School	193	22,197 16.43

<u>Bus Drivers</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Part-Time Bus Driver	193	19.4
LEVEL 2		
Bus Driver (8 hrs/day)		

NSDEA Contract
Appendix C
Support Personnel Salary - Incremental Increase by Level
For July 1, 2020 - June 30, 2021

<u>12 Month Employees</u>	<u>Minimum Salary</u>
(52 weeks x 40 hours = 2080 hrs)	
LEVEL 1	
Cleaner	31,429
Delivery Truck Driver	15.11
LEVEL 2	
Custodian	32,864
Utility Person	15.80
Printshop Clerk	
LEVEL 3	
Grounds Worker	36,213
Audio Visual Equip.	17.41
Repair Tech.	
LEVEL 4	
Sr. Custodian	36,733
	17.66
LEVEL 5	
Dispatcher	37,357
Driver Trainer	
Aquatics Coordinator	17.96
Maintenance Helper	
Security Monitor	
LEVEL 6	
Head Custodian Elem.	39,666
	19.07
LEVEL 7	
Maintenance/Auto Mechanic	41,059
Comp. Oper. Tech.	19.74
Painter	
Environmental Systems & Facilities Mechanic	
LEVEL 8	
Sr. Grounds Worker	41,891
	20.14
LEVEL 9	
Head Custodian MS	43,742
	21.03
LEVEL 10	
Sr. Maintenance	46,946
Sr. Auto Mechanic	22.57
Sr. Prin. Mach. Op.	
Sr. Environmental Systems & Facilities Mechanic	
LEVEL 11	
Head Custodian HS	50,398
	24.23

<u>Food Service</u>	<u>Minimum Salary</u>
LEVEL 1	
Food Service Helper	12.50
LEVEL 2	
Food Service Helper	9,650
(4 hours/day)	12.50
LEVEL 3	
Food Service Helper	14,475
(6 hours/day)	12.50
LEVEL 4	
Elem. Cook Manager	18,009
(7 hours/day)	13.33
Birchwood, Craig, Glencliff, Hillside, Rosendale	
LEVEL 5	
MS Cook Manager	19,765
(7 hours/day)	14.63
Iroquois and Van Antwerp	
LEVEL 6	
HS Cook Manager	22,535
(7 hours/day)	16.68
High School	

<u>Bus Drivers</u>	<u>Minimum Salary</u>
LEVEL 1	
Part-Time Bus Driver	19.69
LEVEL 2	
Bus Driver (8 hrs/day)	

**NSDEA Contract
Appendix C
Support Personnel Salary - Incremental Increase by Level
For July 1, 2021 - June 30, 2022**

<u>12 Month Employees</u> (52 weeks x 40 hours = 2080 hrs)	<u>Minimum Salary</u>
LEVEL 1	
Cleaner	31,907
Delivery Truck Driver	15.34
LEVEL 2	
Custodian	33,363
Utility Person	16.04
Printshop Clerk	
LEVEL 3	
Grounds Worker	36,754
Audio Visual Equip. Repair Tech.	17.67
LEVEL 4	
Sr. Custodian	37,274
	17.92
LEVEL 5	
Dispatcher	37,918
Driver Trainer	
Aquatics Coordinator	18.23
Maintenance Helper	
Security Monitor	
LEVEL 6	
Head Custodian Elem.	40,269
	19.36
LEVEL 7	
Maintenance/Auto Mechanic	41,683
Comp. Oper. Tech.	20.04
Painter	
Environmental Systems & Facilities Mechanic	
LEVEL 8	
Sr. Grounds Worker	42,515
	20.44
LEVEL 9	
Head Custodian MS	44,408
	21.35
LEVEL 10	
Sr. Maintenance	47,653
Sr. Auto Mechanic	22.91
Sr. Prin. Mach. Op.	
Sr. Environmental Systems & Facilities Mechanic	
LEVEL 11	
Head Custodian HS	51,147
	24.59

<u>Food Service</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Food Service Helper	-	12.63
LEVEL 2		
Food Service Helper	193	9,750
(4 hours/day)		12.63
LEVEL 3		
Food Service Helper	193	14,626
(6 hours/day)		12.63
LEVEL 4		
Elem. Cook Manager	193	18,279
(7 hours/day)		13.53
Birchwood, Craig, Glencliff, Hillside, Rosendale		
LEVEL 5		
MS Cook Manager	193	20,062
(7 hours/day)		14.85
Iroquois and Van Antwerp		
LEVEL 6		
HS Cook Manager	193	22,872
(7 hours/day)		16.93
High School		

<u>Bus Drivers</u>		<u>Minimum Salary</u>
	Days	
LEVEL 1		
Part-Time Bus Driver	193	19.99
LEVEL 2		
Bus Driver (8 hrs/day)		

NISKAYUNA CENTRAL SCHOOL DISTRICT - PPO

Benefit	In-Network ⁽⁹⁾	Out-of-Network ⁽⁹⁾
Cardiac Rehabilitation ⁽⁴⁾	\$15 copay	Deductible and Coinsurance
Second Surgical Opinion ⁽⁹⁾	\$15 copay	Deductible and Coinsurance
Kidney Dialysis	\$0	Deductible and Coinsurance
Inpatient Care⁽⁴⁾	Member Pays	Member Pays
Inpatient Care ⁽⁴⁾		Deductible and Coinsurance
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)		
Surgery, Surgical Assistant, Anesthesia	\$0	Deductible and Coinsurance
Physical Therapy, Physical Medicine, or Rehabilitation (Up to 30 inpatient days per calendar year)		Deductible and Coinsurance
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0	Covered in-network only
Mental Health⁽⁷⁾		
Outpatient Visits in Office or Facility (Up to 20 outpatient visits per calendar year)	\$25 copay per visit ⁽⁷⁾	Covered in-network only
Inpatient Care ⁽⁷⁾ (Up to 30 inpatient days per calendar year)		Covered in-network only
Alcohol/Substance Abuse⁽⁵⁾		
Outpatient Visits (Up to 60 outpatient visits which include 20 family counseling visits per calendar year)	\$0	Deductible and Coinsurance
Inpatient Detoxification (Up to 7 days detox per calendar year)		Covered in-network only
Other		
Medical Supplies	\$0	Covered in-network only
Durable Medical Equipment ⁽⁵⁾	\$0	Covered in-network only
Prosthetics & Orthotics ⁽⁵⁾	\$0	Covered in-network only
Ambulance (air ambulance ⁽⁴⁾)	\$0	Covered in-network only
Prescription Drugs ⁽¹⁰⁾		Covered in-network only
Retail Program – One copay required for up to a 30-day supply	\$0 Deductible \$10 copay for generic \$20 copay for brand \$40 copay for non-formulary (Includes Contraceptives (Retail & Mail-Order))	
Mail-Order Program ⁽¹¹⁾ – Only two copays required for a 90-day supply	\$0 Deductible The Mail-Order Program has the same copayments as the Retail Program listed above.	
Routine Vision Care (Through Davis Vision network of providers at 1-800-999-5431)	\$5 copay for 1 exam every 24 months \$10 copay for frames/contacts \$15 additional copay on designer frames \$25 allowance for nonplan eyewear purchases	Covered in-network only

(9) In-network office visit copay applies to Second Surgical Opinion visit unless waived by Medical Management.

(10) This prescription drug coverage meets the CMS standard for Creditable Coverage under the Medicare Modernization Act of 2003.

(11) To receive a 90 day supply of prescription drugs through Empire's Mail-Order Program, the prescription must be written specifically for a 90 day supply.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

PPO BC Rev. Dec 05

Prepared on 06/15/2006jdw

NISKAYUNA CENTRAL SCHOOL DISTRICT - PPO

Benefit	In-Network ⁹	Out-of-Network ¹⁰
Cardiac Rehabilitation ⁴	\$15 copay	Deductible and Coinsurance
Second Surgical Opinion ⁹	\$15 copay	Deductible and Coinsurance
Kidney Dialysis	\$0	Deductible and Coinsurance
Inpatient Care⁴	Member Pays	Member Pays
Inpatient Care ⁴		
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)		Deductible and Coinsurance
Surgery, Surgical Assistant, Anesthesia	\$0	Deductible and Coinsurance
Physical Therapy, Physical Medicine, or Rehabilitation (Up to 30 inpatient days per calendar year)		Deductible and Coinsurance
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0	Covered in-network only
Mental Health⁷		
Outpatient Visits in Office or Facility (Up to 20 outpatient visits per calendar year)	\$25 copay per visit ⁷	Covered in-network only
Inpatient Care ⁷ (Up to 30 inpatient days per calendar year)		Covered in-network only
Alcohol/Substance Abuse⁵		
Outpatient Visits (Up to 60 outpatient visits which include 20 family counseling visits per calendar year)	\$0	Deductible and Coinsurance
Inpatient Detoxification (Up to 7 days detox per calendar year)		Covered in-network only
Other		
Medical Supplies	\$0	Covered in-network only
Durable Medical Equipment ⁶	\$0	Covered in-network only
Prosthetics & Orthotics ⁶	\$0	Covered in-network only
Ambulance (air ambulance ⁴)	\$0	Covered in-network only
Prescription Drugs ¹⁰		Covered in-network only
Retail Program – One copay required for up to a 30-day supply	\$0 Deductible \$10 copay for generic \$20 copay for brand \$40 copay for non-formulary (Includes Contraceptives (Retail & Mail-Order))	
Mail-Order Program ¹¹ – Only two copays required for a 90-day supply	\$0 Deductible The Mail-Order Program has the same copayments as the Retail Program listed above.	
Routine Vision Care (Through Davis Vision network of providers at 1-800-999-5431)	\$5 copay for 1 exam every 24 months \$10 copay for frames/contacts \$15 additional copay on designer frames \$25 allowance for nonplan eyewear purchases	Covered in-network only

⁽⁹⁾ In-network office visit copay applies to Second Surgical Opinion visit unless resolved by Medical Management.

⁽¹⁰⁾ This prescription drug coverage meets the CMS standard for Creditable Coverage under the Medicare Modernization Act of 2003.

⁽¹¹⁾ To receive a 90 day supply of prescription drugs through Empire's Mail-Order Program, the prescription must be written specifically for a 90-day supply.

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PPO BC Rev. Dec 05

Prepared on 06/15/2006jdw

Niskayuna Central School District

Benefit	In-Network
Lifetime Maximum	Unlimited
Dependent Children	To age 23 ; full-time students to age 25
Home/Office/Outpatient Care	
Home/Office Visits	\$15 copay
Annual Physical Exam	\$15 copay
Well-Child Care (Up to age 19; including covered immunizations)	\$0
Well-Woman Care	\$15 copay
Emergency Room/Facility (initial visit per occurrence)	\$50 copay (Waived if admitted within 24 hours)
Surgery ² , Pre-surgical Testing, Anesthesia	\$0
Chemotherapy, Radiation Therapy	\$0
Maternity Care	\$0
Mammograms	\$0
Cervical Cancer Screenings	\$0
Laboratory Tests, X-rays	\$0
MRI/MRA ²	\$0
Allergy Testing & Treatment	\$15 copay (Waived for treatment)
Chiropractic Care	\$15 copay
Home Healthcare ² (Up to 200 visits per calendar year)	\$0
Home Infusion Therapy ²	\$0
Hospice Care ² (Up to 210 days per lifetime)	\$0
Physical Therapy ² (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copay
Other Short-Term Rehabilitative Therapies ² —Speech/Language, Occupational, Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copay
Cardiac Rehabilitation ²	\$15 copay
Second Surgical Opinion ⁴	\$15 copay
Kidney Dialysis	\$0

- (1) Network provider delivers care.
- (2) Precertification by our Medical Management is required or penalties will apply. The member or a participating network physician or vendor must contact our Medical Management Program. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.
- (3) Precertification by our Behavioral Healthcare Management Program is required.
- (4) Copay waived for Second Surgical Opinion if arranged through Medical Management.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with our Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

Benefit	In-Network ¹
Inpatient Care²	
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)	\$0
Surgery, Surgical Assistant, Anesthesia	\$0
Physical Therapy, Physical Medicine or Rehabilitation (Up to 30 inpatient days per calendar year)	\$0
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0
Mental Health³	
Outpatient Visits in Office or Facility (Up to 20 outpatient visits per calendar year)	\$25 copay per visit
Inpatient Care (Up to 30 inpatient days per calendar year)	\$0
Alcohol/Substance Abuse³	
Outpatient Visits (Up to 60 outpatient visits, which include 20 family counseling visits per calendar year)	\$0
Inpatient Detoxification (Up to 7 days detox per calendar year)	\$0
Other	
Medical Supplies	\$0
Durable Medical Equipment ²	\$0
Prosthetics & Orthotics ²	\$0
Ambulance (air ambulance ²)	\$0
Prescription Drugs	\$0 Deductible
Retail Program – One copay required for up to a 30-day supply	\$10 copay for generic \$20 copay for brand \$40 copay for non-formulary Includes Oral Contraceptives (Retail & Mail-Order)
Mail-Order Program ⁴ – Only two copays required for a 90-day supply	\$0 Deductible The Mail-Order Program has the same copayments as the Retail Program listed above.
Routine Vision Care (Through Davis Vision network of providers at 1-800-999-5431)	\$5 copay for 1 exam every 24 months \$10 copay for frames \$25 copay for contact lenses

(1) Network provider delivers care.

(2) Precertification by our Medical Management Program is required or penalties will apply. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.

(3) Precertification by our Behavioral Healthcare Management Program is required.

(4) To receive a 90-day supply of prescriptions through our Mail-Order Program, the prescription must be written specifically for a 90-day supply.

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with our Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

**Dental Plan Summary
For
Delta Dental Proposal
5/17/04**

	Paid By Delta	Paid By Patient
(Annual Deductibles <u>DO NOT</u> apply to Diagnostic and Preventive Treatments)		
Diagnostic (exam & x-rays)	80%	20%
Preventive (semi-annual cleanings; fluoride treatments to age 23; sealants to age 14)	80%	20%
Basic Restorative (fillings)	80%	20%
Oral Surgery (extractions)	80%	20%
Endodontics (root canal therapy)	80%	20%
Periodontics (treatment of gum disorders)	80%	20%
Major Restorative (crowns)	80%	20%
Prosthodontis (dentures, bridgework)	80%	20%

Deductible: \$25 per person with a \$75 per family limitation

Annual Max: \$1,500

Delta Preferred participating dentists are paid at the Delta Preferred Maximum Plan Allowance.

Delta Premier participating dentists are paid at the Delta Premier Maximum Plan Allowance.

For eligible services provided by a non-participating dentist, Delta reimburses the enrollee up to the usual customary and reasonable amount. The non-participating dentist can bill enrollee for the difference between the reimbursement amount and the actual charge.
