

AGREEMENT

BETWEEN

THE NISKAYUNA CENTRAL SCHOOL DISTRICT

AND THE

NISKAYUNA EDUCATIONAL SECRETARIES ASSOCIATION

JULY 1, 2022 – JUNE 30, 2027

TABLE OF CONTENTS

PREAMBLE		1
BASIC RIGHTS		1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	PROCEDURES FOR CONDUCTING NEGOTIATIONS	4
ARTICLE 4	SALARY – COMPENSATION	4
ARTICLE 5	RETIREMENT PROVISIONS	6
ARTICLE 6	HEALTH BENEFITS	8
ARTICLE 7	RESIGNATIONS, VACANCIES AND LAYOFF	9
ARTICLE 8	HOLIDAYS	10
ARTICLE 9	WORK DAY/YEAR	11
ARTICLE 10	LEAVES AND ABSENCES	12
ARTICLE 11	VACATIONS	15
ARTICLE 12	SNOW OR OTHER ADVERSE WEATHER DAYS	16
ARTICLE 13	EVALUATIONS AND CONFERENCES	16
ARTICLE 14	RECLASSIFICATION AND REALLOCATION	17
ARTICLE 15	LEGISLATIVE ACTION	17
ARTICLE 16	WAIVERS	18
ARTICLE 17	GRIEVANCE PROCEDURE	18
ARTICLE 18	DURATION	21
APPENDIX A	GRIEVANCE FORM	
APPENDIX B	EPO PLAN	
APPENDIX C	PPO PLAN	
APPENDIX D	DELTA DENTAL PLAN	

PREAMBLE

It shall be the public policy of the Niskayuna Central School District ("District") and the purpose of the Agreement to promote harmonious and cooperative relationships between the District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the district. This Agreement is made between the District and the Niskayuna Education Secretaries Association ("NESAs").

BASIC RIGHTS

- A. NESAs shall have the sole and exclusive right to represent all employees in the negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; to designate its own representatives and to appear before any appropriate official of the District to effect such representation; to direct, manage and govern its own affairs; to determine and pursue the wishes of the membership free from any interference, restraint, coercion or discrimination by the District or any of its agents.
- B. There shall be no discrimination by the Board or NESAs, or the representatives of either of them, against any employee on account of membership in the Unit, or absence thereof, or because of race, creed, color, sex, age or national origin.

ARTICLE 1

RECOGNITION

Section 1. The District has recognized NESAs as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of full and part-time employees serving in permanent positions in a negotiating unit including the following positions:

- Typist
- Account Clerk Typist
- Senior Account Clerk
- Payroll Audit Clerk
- Executive Secretary I
- Executive Secretary II
- Information Processing Specialist II

Section 2. NESAs shall have exclusive payroll deductions of membership dues under the following conditions:

- A. 1. NESAs shall provide a signed authorization from the individual and transmit it to the Business Office. The deduction will begin with the second payroll after submittal.
2. The authorization shall be on a form approved by the District. Once this authorization has been filed, it need not be renewed each year. Any changes in the amount of dues to be deducted will be made automatically in accordance with number 3 herein below.
3. The deduction shall be at a rate derived by dividing the number of pay periods into the amount of the unified membership dues.

NESA will notify the Business Office by August 1 of the amount the dues will be for that year and the amount to be deducted each payroll. The deductions will begin with the first payroll in September and will continue until the total is deducted.

4. An individual may revoke the authorization by filing a form supplied by the District with the Business Office. The deduction is to cease by the second payroll following the revocation.
 5. 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.
 6. Payment of such dues withheld shall be made to the Treasurer of NESAs within five days following each payroll date.
- B. Repayment of loans from the First Teachers Federal Credit Union will be made according to the schedule provided by the member provided that the schedule is in even amounts except for a first or last balancing payment, and provided that the authorization is filed with the Business Office.
 - C. The Board of Education ("Board") shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The Board will provide for overall administration of the United Way Appeal, and NESAs will distribute information concerning the United Way Appeal and transfer pledges or contributions to the district liaison person with the United Way.
 - D. The Board shall provide payroll deduction of a regular amount at each payroll period for the systematic savings through the Credit Union.

Section 3. NESAs agrees that it will not assert the right to strike against the District, to assist or participate in any such strike, any other concerted stoppage of work or slowdown by its members, or to impose obligation upon its members to conduct, assist, or participate in such a strike.

Section 4. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications of the Agreement shall continue in full force and effect.

Section 5. This agreement is the result of collective negotiations between the District and NESAs. This Agreement shall supersede any rules, regulations, or practices of the District, which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the District with respect to all matters not specifically covered in this Agreement shall remain rights and prerogatives of the Board.

Section 6. Before the District adopts a change in policy covered or not covered by this Agreement, but which affects salaried office employees, terms and conditions of employment, change or modification of job classifications, the District will notify NESAs in writing that it is considering such a job change. NESAs will have the opportunity to respond in person or in writing to the District over such proposed change, provided that it file such a request with the District within 10 working days after receipt of said notice.

ARTICLE 2

DEFINITIONS

Section 1. "District" means the Central School District No. 1 of the Towns of Niskayuna and Glenville, Schenectady County; Clifton Park, Saratoga County; Colonie, Albany County; commonly known as the Niskayuna Central School District.

Section 2. "Employee" means all employees of the District serving in Schenectady County Civil Service Commission classified position in the "Secretarial Service negotiating unit", except substitute personnel, as defined in policy 9610.0 of the District.

Section 3. "Full time". As used in Agreement "full time" means an employee scheduled to work 35 or more hours per week.

ARTICLE 3

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1. Upon a request of either of the parties for a meeting to open negotiations, a mutually acceptable meeting date shall be set between February 15 and March 1. A later date may be set by mutual consent of the parties.

Section 2. Designated representatives(s) of the District shall meet at such mutually agreed upon places and times with representation(s) of NESAs for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. All parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Section 3. All parties shall furnish each other in good faith available information which is requested by the other party and which is appropriate to the items being negotiated.

Section 4. The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiations. The expense of such consultants shall be borne by the parties requesting them.

Section 5. When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of the parties to the negotiations. The final agreement shall be submitted to NESAs and the Board for ratification.

Section 6. Should an impasse be reached in negotiations, the pertinent provisions of the Taylor Law will apply.

ARTICLE 4

SALARY AND RELATED ITEMS

Section 1.

A. Annual Wage Increase – For a permanent office employee to receive a wage increase, the date of the official appointment must be no later than January 1.

- B. Promotion – When personnel are promoted from positions within the negotiating unit, experience and qualification will be considered and they shall receive at least a 5% increase over their current rate of pay for each job classification promoted.
- C. The Superintendent or designee shall determine starting salaries of new employees taking into consideration qualifications and experience. The parties shall agree on any starting salary increase given to a unit member in excess of 10% of those listed below. Unit members hired from other District positions may receive a starting salary increase of up to 10% over the prior salary, unless agreed upon by the parties.

The minimum hourly rate for new employees in all job classifications shall be increased by 4% effective July 1, 2022, 2.5% effective July 1, 2023, 2.5% effective July 1, 2024, 2.5% effective July 1, 2025, and 2.5% effective July 1, 2026

Range – A salary rate with a minimum shall be established as follows:

<u>Job Classification</u>	22-23	23-24	24-25	25-26	26-27
A – Typist/Account Clerk Typist	\$14.32	\$14.68	\$15.05	\$15.42	\$15.81
B – Executive Sec. I	\$16.79	\$17.21	\$17.64	\$18.08	\$18.53
C – Executive Sec. II	\$18.14	\$18.59	\$19.06	\$19.53	\$20.02
D – Sr. Account Clerk/Payroll Clerk	\$19.49	\$19.98	\$20.48	\$20.99	\$21.51
E – Information Processing Specialist II	\$20.52	\$21.03	\$21.56	\$22.10	\$22.65

D. Wage Increases

Unit members shall receive a wage increase of four percent (4%) to their hourly rated effective July 1, 2022, and three and one half percent (3.5%) to their hourly rate effective July 1, 2023; July 1, 2024; July 1, 2025; and July 1, 2026.

Employees must be hired prior to January 1 to receive the increase due the following July 1.

- E. Longevity – A longevity increment is to be granted after 5 years, a second increment after 10 years, a third increment after 15 and a fourth after 20 years of full time service in the District. Payment will be made the first payroll after the anniversary date.

The longevity increments will be granted as follows:

1. After 5 years of full time service - \$800.
2. After 10 years of full time service - \$1300.
3. After 15 years of full time service - \$1800.
4. After 20 years of full time service - \$2300.

F. Overtime Pay – Full time employees hired after July 1994 shall work thirty seven and one-half (37 1/2) hours per week at straight time and shall receive time and one half for work over 37 1/2 hours in a week. In computing overtime, paid leave used during the pay period, excluding vacation and holidays, will be counted as time worked.

Full time employees hired prior to July 1994 will be paid at time and one-half for hours worked beyond the seven (7) hour day.

Note: Compensatory time (Comp time) will not be an available option.

G. Obtaining Substitutes - School building secretaries who are assigned by their principals the task of obtaining substitutes shall receive an annual stipend of five hundred dollars (\$500.00) for such assignment. Payment of the \$500 stipend shall be made in December of each year.

ARTICLE 5

RETIREMENT PROVISIONS

A. Retirement – The District shall provide the 1/60 non-contributory New York Retirement Plan known as the 75-e program and Sections 41j of such Retirement System which allows an employee to use up to 190 days of unused accumulated sick leave for the purpose of obtaining additional service retirement credit.

The District shall continue to provide Section 60B guaranteeing a minimum death benefit of three times the annual rate of pay with a maximum amount of \$20,000.

The District will adopt the Section 75-i option under the New York State Employees Retirement System effective July 1, 1992. Such option will be provided, pursuant to law, to eligible Tier I and Tier II employees.

B. Retirement Compensation

1. Eligibility - To be eligible, an employee must meet the following conditions:

(a) The employee must be a full time staff member of the District.

(b) The Employee must be fifty-five years of age or more and be eligible for benefits under the New York State Retirement System.

- (c) The employee must have been a full time employee in the District for a minimum of 10 years to qualify for this program.

2. Benefit Payment

- (a) The employee who is eligible under the above state requirements must give written notice to the District of intent to retire no later than three months prior to the date of actual retirement. If there are extenuating circumstances, the Superintendent may waive the three month notice requirement.
- (b) Employees who retire with at least 10 years of service in the Niskayuna Central School District under the rules of the New York State Employees Retirement System shall receive a retirement benefit of 25% of the employee's final year's salary.
- (c) The retirement incentive shall be paid as follows: 100% of the incentive shall be paid within thirty days of the actual retirement date. 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 Internal Revenue Code. The payment will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the incentive shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten working days of each installment.

The district will select a 403(b) provider approved by the NESAs as long as there is such a qualified provider for remittal of non-elective contributions. Should there not be such a qualified provider approved by the NESAs at any time, the District and the NESAs will mutually determine and agree to a sole 403(b) provider for remittal of non-elective employer contributions. Until such agreement between the District and the NESAs is reached, the District shall select a sole 403(b) provider for remittal of non-elective employer contributions. This provider may be changed through mutual agreement but must be utilized by everyone eligible on a prospective basis.

In the event that a change in Federal or State Law preclude the employer from contributing the retirement incentive to tax sheltered account, thereby obviating the intent of this Agreement, the payment of the retirement incentive shall be paid directly to the employee through payroll, in two equal installments as outlined above, as taxable compensation and reported on the employee's W-2.

Final year's average salary is computed as the salary received in the 12 months prior to the date of retirement.

ARTICLE 6

HEALTH BENEFITS

A. Health Insurance

Comprehensive Health Insurance – Medical and Dental - Effective 9/1/08, the District will provide health insurance through the Blue Cross EPO (Exclusive Provider Organization) and the Blue Cross PPO (Preferred Provider Organization) plans. The District will provide dental insurance through a self-funded, point of service plan that will be administered by Delta Dental. This benefit shall be provided to members of the negotiating unit who are employed no less than 30 hours per week for ten months of the year.

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 B, C, and D, respectively.

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

New Hires – Employees hired 7/1/12 and thereafter shall join the EPO Plan and shall contribute 25%. Employees hired before 7/1/12 shall pay 20% of the premium.

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 plan upon five years of service.

Retiree Health Insurance - When an employee retires with at least ten years of service in the district the employee shall be eligible for continued medical-dental insurance coverage, provided that the employee is enrolled for District health insurance coverage by January in the year of retirement. Effective upon ratification of this agreement, unit members that retire in the future will be able to combine all continuous district-wide bargaining unit service to determine eligibility for retiree health insurance.

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%.

- B. Life Insurance - Employees that elect to enroll in the district's health insurance program shall receive life insurance coverage as afforded by the District's health insurance plan. The District shall pay 25% of the premium cost of such insurance and the employee shall pay the remaining 75%.
- C. Disability Benefits – Employees working thirty hours or more per week for ten months of the year are required to contribute to the District's short-term disability benefits program. The short-term benefit equates to 60% of weekly earnings and the long-term benefit equates to 60% of monthly earnings. The employee shall pay the portion of the premium covering the short-term disability benefit and the employer shall pay that portion of the premium covering the long-term benefit.
- D. "Grandfathered" Benefits – An employee who had previously qualified for benefits by working 30 hours or more, but whose time is decreased by the district from the 30 hour per week qualifying threshold shall continue to receive benefits. This provision shall not serve to provide benefits to employees who do not qualify and have never qualified.

ARTICLE 7

RESIGNATIONS, VACANCIES AND LAYOFF

- A. Resignations - When an employee voluntarily resigns a position, as much advance notice as possible shall be given, but in no case less than two weeks.
- B. Job Vacancies – Promotions and/or Vacancies and New Positions. In the event of a vacancy or the creation of a new position or a promotional opportunity, the position shall be posted at least one week prior to the time provided for applicants to make application in order to give the present staff and opportunity to apply.

If the qualifications of the applying employees are equal, the position as described in the first sentence shall be filled on the basis of District seniority with the most senior employee(s) being given such position(s).

- C. Layoff – In the event of the layoff of any non-competitive class positions represented by the Association whereby the number of personnel is cut back for any reason deemed necessary by the Board, layoffs within each job classification shall be upon the basis of seniority and those with the

least amount of service shall be the first to be severed. Seniority shall be determined by the employee's length of service with the District. The only leave time that will be counted in determining length of service is FMLA approved leaves of absence. Upon return to work all benefits to which he/she is entitled at the time of return from such leave shall be available to the employee.

Layoffs for competitive class employees shall occur in accordance with the rules of the Civil Service.

- D. The District shall provide the president of NESA with a written copy of all postings as soon as they are posted. In addition, the president shall receive written notice of any members to be laid off.

ARTICLE 8

HOLIDAYS

- A. All 11 and 12 month employees shall follow the school calendar and receive the following paid holidays:

Independence Day	Day before Christmas
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Jr.
Day before Thanksgiving*	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Juneteenth	

*If the day before Thanksgiving is not a student attendance day, all members of the unit shall receive that day as an additional paid holiday. Employees shall receive Rosh Hashanah and Yom Kippur as paid holidays if such fall on a weekday.

- B. Any employee who is called in for duty on a recess as defined in the school calendar will be paid at a rate of one and one-half times the employee's hourly rate.

- C. Any employee who is called in for duty on a paid holiday or on a Saturday or Sunday will be paid at a rate of double the employee's hourly rate.

ARTICLE 9

WORK DAY/YEAR

- A. The time of the workday is to be that which is best suited to the needs of the department or school such as determined by the supervisor and the employee. The day shall include a minimum of a 30 minute lunch period making a minimum of seven and one-half hour elapsed time for the day. Full time employees hired after July 1994 shall work 7.5 hours per day with a 30 minute unpaid lunch.
- B. The work year for 12 month employees is from July 1 through June 30, exclusive of vacations, approved holidays, Saturdays and Sundays. A 12 month unit member's salary notice shall list the total number of workdays for the following work year.
- C. The work year for 11 month employees is from September 1 through June 30, exclusive of vacations, approved holidays, Saturdays and Sundays. Additionally, 11 month employees shall work an additional 20 days between July 1 and August 31 of each summer. If the District calendar starts before September 1, then those days shall be worked and included as part of the employee's 20 summer days. The days to be worked over the summer shall be approved by the immediate supervisor. An 11 month unit member's salary notice shall list the total number of work days for the following school year.
11 month employees hired prior to July 1, 2012 shall continue to be paid for the holiday recess, winter recess and spring recess.
- D. The work year for 10 month employees is from September 1 through June 30, exclusive of school recess periods, approved holidays, Saturdays and Sundays.
- E. The work year for part-time employees (less than 17.5 hours) appointed by the Board and full time employees employed for a part of a year, is for the period of actual work performance. No credit for school recess periods or approved holidays will be granted.
- F. Members shall be permitted to work from an alternate remote location based on the unique circumstances for which approval is requested and when job responsibilities are not substantially impaired. Requests shall be made in writing to the Superintendent and shall state the reason for an alternate remote location and the length of time requested. The Superintendent shall have the sole and unreviewable discretion to approve or deny such requests. The Superintendent's decision to grant or deny a remote workday shall be excluded from the parties' grievance procedure. Eligible members may request no more than three days per school year. The employee shall provide a complete accounting of district work performed while working from the alternate location. The accounting shall be delivered to the employee's immediate supervisor upon arrival on the next

business day. The accounting shall fully describe all work performed and be delineated in 15-minute increments. The employee is fully responsible for providing all technology necessary to perform all of the functions of their position and shall be responsible for paying all expenses associated with working from home. The employee must also be available via telephone or remote meeting at all times during the employee's regularly scheduled shift. The employee must ensure compliance with all privacy laws, policies and regulations applicable to the District, students and their position.

ARTICLE 10

LEAVES AND ABSENCES

Section 1. Illness – Personal

- A. Employees hired on a 12 month basis may be allowed 12 full days of sick leave each year for personal illness.
- B. Employees hired on an 11 month basis may be allowed 11 full days of sick leave each year for personal illness.
- C. Employees hired on a 10 month basis may be allowed 10 full days of sick leave each year for personal illness.
- D. Part-time employees appointed by the Board and full time employees employed for a part of a year, may be allowed up to five days of sick leave each year for personal illness.
- E. In the event of a long-term absence due to illness, the employee shall utilize the sick leave allowance available under this policy 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.
- F. All sick leave shall be credited as of July 1 of each year. Sick leave shall be allowed to accumulate to maximum of 200 days as of June 30 of each year. Sick leave may be used in hourly increments.

Section 2. Death and Illness – Family

- A. Each employee may be allowed up to five full days each year for an absence due to death and illness in the immediate family, with no loss in pay. The immediate supervisor is to be notified in advance of

the absence unless emergency prohibits.

Members of the immediate family include husband, wife, children, brothers, sisters, father and mother, grandparents, and any other persons with whom the employee has developed an immediate family-like obligation due to past personal relationships.

In the event of more than one death, additional leave of up to five days may be granted and will be charged against sick time, unless the deceased is the parent, child, or sibling of the unit member in which event such leave shall not be charged against other leave time.

Unused family sick days shall be added to an employee's sick leave accruals at the end of each school year, and all unused sick leave may be utilized in the event that he or she needs to use for additional illness in the family.

Section 3. Personal Business – Other than School Related

- A. Each 10, 11, and 12 month employee may be allowed up to four full days each year for business other than related to school with no loss of pay.

Part-time personnel may be allowed up to two days each year for business other than that related to school with no loss of pay.

A personal day may be used provided the criteria below are met;

1. The general reason is given at the time of the request. A general reason is not required for personal days of one day or less.
2. Advance notice is given, unless emergency prohibits.
3. Approval is given by immediate supervisor.
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. For 10 or 11 month employees, personal business days may not be taken preceding, during or immediately following a school vacation day, a holiday, the employee's vacation or the first and last weeks of school. For 12 month employees, personal business days may not be taken preceding, during or immediately following a holiday or the employee's vacation. Where a true emergency exists the employee must give reasons for requesting the business day(s) to the immediate supervisor..

- C. Unused business leave days shall be added to the employee's accumulated sick leave.

- D. Personal leave may be used in hourly increments.

Section 4. Unpaid Leave

Unpaid leaves of absence may be given individual consideration by the Superintendent provided:

1. The employee has a permanent Civil Service status.
2. The reason for inability to work is given in writing.
3. The absence is not more than one year.
4. The employee has been in this position for a minimum of one continuous year.
5. The employee, except for medical reasons, must request such leave at least three months prior to the starting date. If there are extenuating circumstances, the Superintendent may waive the three month notice requirement.

6. Employees on an unpaid leave of absence may continue their insurance coverage by paying the full premium during the term of the leave.

An employee granted leave has the right to return to fill his or her own position if leave does not exceed one year. The Superintendent shall be notified of the intent to return to the District at least four months prior to the termination of the leave. If there are extenuating circumstances, the Superintendent may waive the four month notice requirement. The period of absence does not count toward an increment or other benefits.

Section 5. Jury Duty Leave

An employee called for jury duty leave shall be granted leave to serve, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal salary as computed on a daily basis and the daily jury duty fee paid by the court, and provided further that the Board shall only be obligated to pay said difference. If excused from jury duty, the employee is to report to their place of employment for the balance of the day.

Section 6. Child Rearing Leave

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.

No benefits shall accrue during the period of the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A child rearing leave may be shortened or extended upon written application to and with the approval of the Superintendent.

ARTICLE 11

VACATIONS

All 12 month employees may roll forward up to a maximum of five vacation days.

12 month employees shall be entitled to the following vacation schedule:

12 month employees shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-5 years	10
6-15 years	15
16-20 years	20

One additional day per year up to a maximum of 23 days.

Those hired between July 1 and December 30 in any school year, shall be credited with a full year of service for that school year for purposes of determining "Years of Service" under this Article 11, Vacations. Those hired between January 1 and June 30 in any school year, shall not be credited with any time for that school year for purposes of determining "Years of Service" under this Article 11, Vacations. For purposes of this Article, employees of the District who are new to the Association shall be considered new hires. For purposes of this Article 11, ten or eleven month members of the unit who transfer to twelve month positions shall be given full credit for their prior years of service within the unit. Eleven month employees shall receive the school recess periods, as determined by the approved school calendar, as their vacation period.

Vacations are recommended 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 second Friday prior to the first day of school, if taken during the summer. Vacation requests of five days or more (to be measured standing alone as vacation days or when combined with other weekdays when school is closed) when school is in session must be approved by the Superintendent or his/her designee. Approval of vacation time is at the discretion of the administrator/principal. Such approval shall be given provided the requested use of vacation does not substantially interfere with the normal operations of the District and a substitute has been secured by the unit member.

Vacations may be scheduled at one or more times periods under the following conditions:

1. Requests for the use of vacation time must be submitted to the administrator/principal responsible for the category of personnel.
2. Vacation shall not be granted one week before start date of first day of school.
3. Vacations should be scheduled when school is not in session (school recess periods, and during the summer break).

4. Approval of vacation time is in the discretion of the administrator/principal. Such approval shall be generally given provided the requested use of vacation time \ does not substantially interfere with the normal operations of the District and a substitute has been secured by the unit member. Vacation requests in excess of 5 consecutive days when school is in session must be approved by the Superintendent.
5. When the work of the District make is undesirable to schedule all vacation time according to personnel requests, personnel with seniority are to be given first consideration.
6. Any exceptions or disputes arising from the grant or denial of vacation time shall be resolved by the Superintendent of Schools taking into account the impact on the needs of the District.

Vacation leave for new hires. Newly hired unit members, during their first school year of employment with the District shall earn and have available for use as accrued, one day of vacation for each month worked, up to a maximum of ten days. As of July 1 each year of employment, such employees shall be credited with, and have available for use, the full allotment of annual vacation days due under this Article, but shall continue to earn such vacation days on a pro-rata basis. If the Unit member should separate from employment, having used more vacation days than earned, the unit member shall repay the District for salary received for such excess vacation utilized, through deduction in the last paycheck and, if a balance is still due, through personal payment to the District of such balance.

ARTICLE 12

SNOW OR OTHER ADVERSE WEATHER DAYS

When a snow day is declared by the District, all employees covered by this Agreement shall receive the day off without loss of pay.

Any employee called in to work on a declared snow day or who is actually working at the time of the declaration shall be paid at time and a half for the time worked. This clause shall not apply if the declaration is made after the start of pupil school day.

ARTICLE 13

EVALUATIONS AND CONFERENCES

A. Evaluation Procedure – To assure evaluating of new secretarial and clerical employees which will maintain current high standards and facilitate improvement of employees through personal interviews.

1. The Civil Service Performance Rating Sheet is to be impartially completed by the immediate

supervisor. This rating sheet is to be evaluated by an administrator who is cognizant of both the duties and capabilities of the employees.

2. The supervisor will review the rating sheet(s) with the employee prior to permanent appointment.
3. The supervisor shall discuss weaknesses of employee and recommend possibilities for improvement.
4. The employee shall sign this rating sheet to signify their knowledge of the rating.
5. A copy of this evaluation rating sheet(s) should accompany the recommendation for permanent appointment.

B. Conference – Whenever the Superintendent or designated representative authorizes an employee to attend a conference or workshop, the employee or employees shall be given time off with pay as well as with reimbursement for reasonable expenses necessarily incurred.

C. Course – If an employee is authorized by the Superintendent to take a course, the employee shall be paid the respective hourly rate up to forty (40) hours. For all hours in excess of 40, the employee shall be paid a one and one half the hourly rate, while in actual attendance of said course.

ARTICLE 14

RECLASSIFICATION AND REALLOCATION

The District agrees to meet with a committee consisting of three members of NESAs for the purpose of discussing the duties and responsibilities of any classified position at least once per year, if so requested by NESAs. Ten days' notice shall be given. This Section shall not be deemed to relinquish the right of NESAs or an employee to proceed under the Civil Service Law of the State of New York or Schenectady County.

ARTICLE 15

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF 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 16

WAIVERS

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 contained herein, or not, during the life of this agreement, unless by mutual agreement of both parties.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1. Purpose

It is the policy of the District and NESAs 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 later grievance proceedings.

Section 2. Definitions

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

Section 3. Submission of Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally 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 NESAs and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or 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 30 days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. The aggrieved party may be represented at any formal level of the procedure by a representative of his or her choice.
- E. Attendance by a Unit Member as Association representative in a grievance arbitration shall be with pay for work time missed.

Section 4. Grievance Procedure

- A. Unit Supervisor – 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.
- B. Assistant Superintendent – The Assistant Superintendent or his or her designated representative shall, upon request, confer with the aggrieved party(ties) with respect to the grievance and shall deliver to the aggrieved party(ties) a written statement of his or her position with respect to it no later than two weeks after it was received.
- C. Board of Education – Within five days of the determination by the Assistant Superintendent, if the aggrieved is not satisfied, the employee may make written request to the Board for review and determination. The Board or subcommittee thereof will hold a hearing within 10 days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within fifteen calendar days after the hearing.
- D. Arbitration
 - 1. In the event the NESAs wish to appeal a decision at Step 4, it may appeal to arbitration by filing a demand for arbitration upon the New York State Public Employment Relations Board (with a copy to the Superintendent) within 15 working days of the receipt of the Step 3 decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.
 - 2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which NESAs claim have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.

3. The arbitrator shall be selected using the services and procedures of the New York State Public Employment Relations Board. The Rules of the New York State Public Employment Relations Board, as amended by this Agreement, shall govern the arbitration.
4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred and if so what the remedy shall be. Should the District or NESAs contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.
5. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.
6. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.
7. An award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

Section 5.

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

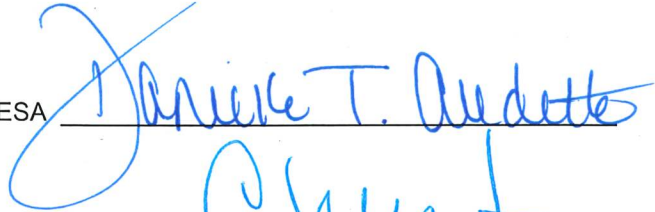
ARTICLE 18

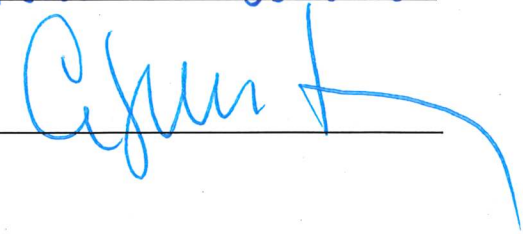
DURATION

This Agreement is for the duration of the contract year July 1, 2022 to June 30, 2027.

DATE 2/9/2023

DATE 2/28/2023

NESA 

DISTRICT 

APPENDIX A

GRIEVANCE FORM

Date of Filing _____

Stage _____

1. Unit Supervisor _____

2. Asst. Supt. _____

3. Bd. of Educ. _____

Grievant: _____

Position: _____

Building _____

1. Contract Provision Alleged Violated: _____

2. Time, Date, Place of Occurrence: _____

3. Statement of the Grievance (include events and conditions of the Grievance and person responsible):

4. Redress Sought:

Grievant's Signature _____

5. Response:

Date: _____

Signature: _____

Grievant's response to the District Initial applicable statements:

_____ POSITION

_____ I hereby accept the above determination.

_____ I hereby decline the above determination and I intend to process the grievance to the next stage.

Signature of Grievant

Date

Your Summary of Benefits



An Anthem Company

EPO

Niskayuna Central School District \$15 EPO Effective 01/01/2023

Benefit	In-Network ¹
Lifetime Maximum	Unlimited
Out-of-Pocket Maximum	\$4,060 / \$10,160 (All In-Network Medical only Cost Shares)
Dependent Children (covered until the end of the year)	Dependents to Age 26
Covered Preventive Care ²	Member Pays In-Network
Covered Adult Preventive Care	\$0 copayment
Annual Physical Exam	\$0 copayment
Well-Child Care (Up to age 19; including necessary covered immunizations)	\$0 copayment
Preventive Well-Woman Care	\$0 copayment
Home/Office/Outpatient Care	Member Pays In-Network
Home/Office Visits	\$15 copayment
Online Visits-LiveHealth Online	\$0 copayment
Online Visits-All other providers	\$15 copayment
Urgent Care Center	\$15 copayment
Emergency Room/Facility (initial visit per occurrence)	\$50 copayment (Waived if admitted within 24 hours)
Surgery ³ , Pre-surgical Testing, Anesthesia	\$0
Chemotherapy, Radiation Therapy	\$0
Routine Maternity Care	\$0
Laboratory Tests, X-rays	\$0
MRI ⁵ /MRA ⁵ , CAT Scan ⁵ , PET ⁵ & Nuclear Cardiology ⁵	\$0
Allergy Care Routine Testing and Treatment (Allergy Injections/Immunotherapy)	\$15 copayment (Waived for treatments)
Chiropractic Care ⁶	\$15 copayment
Home Healthcare (Up to 200 visits per calendar year)	\$0
Home Infusion Therapy	\$0
Hospice Care (Up to 210 days per lifetime)	\$0
Physical Therapy ³ (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copayment
Other Short-Term Rehabilitative Therapies ³ – Speech/Language, Occupational, Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copayment
Cardiac Rehabilitation	\$15 copayment
Second Surgical Opinion	\$15 copayment
Kidney Dialysis	\$0

Services provided by Empire HealthChoice Assurance, Inc., licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

Your Summary of Benefits



An Anthem Company

EPO

Benefit	In-Network¹
Inpatient Care³	
Member Pays In-Network	
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 Health	
Outpatient Visits in Office	\$15 copayment
Outpatient Visits in Facility	\$0
Inpatient Care ⁴ (As many days as is medically necessary; semiprivate room and board)	\$0
Alcohol/Substance Abuse	
Outpatient Visits in Office	\$15 copayment
Outpatient Visits in Facility	\$0
Inpatient Detoxification ⁴ (As many days as is medically necessary; semiprivate room and board)	\$0
Inpatient Rehabilitation ⁴	\$0
Other	
Medical Supplies	\$0 when obtained through Empire's medical supplies vendor
Durable Medical Equipment ⁵	\$0
Prosthetics & Orthotics ⁵	\$0
Ambulance (air ambulance)	\$0
Prescription Drugs ⁷	
Retail Program – One copayment required for up to a 30-day supply	Not Covered
Mail-Order Program ⁸ – Only two copayments required for a 90-day supply	Not Covered

Services provided by Empire HealthChoice Assurance, Inc., licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

Your Summary of Benefits

PPO



An Anthem Company

Niskayuna Central School District PPO \$15 Effective 01/01/2023

Benefit	In-Network ¹	Out-of-Network ^{2,3}
Deductible	N/A	\$500/\$1,250
Coinsurance	N/A	30%
Out-of-Pocket Maximum	\$4,060 / \$10,160 (All In-Network Medical only Cost Shares)	\$5,000/\$12,500 Coinsurance Stop Loss / (\$1,500/\$3,750 out-of-pocket)
Lifetime Maximum	Unlimited	Unlimited
Dependent Children (covered until the end of the year)	Dependents to age 26	Dependents to age 26
Covered Preventive Care ⁴	Member Pays In-Network	Member Pays Out-of-Network
Covered Adult Preventive Care	\$0	Deductible and Coinsurance
Annual Physical Exam	\$0	Covered in-network only
Well-Child Care (Up to age 19; including necessary covered immunizations)	\$0	Deductible and Coinsurance
Preventive Well-Woman Care	\$0	Deductible and Coinsurance
Home/Office/Outpatient Care	Member Pays In-Network	Member Pays Out-of-Network
Home/Office Visits	\$15 copayment	Deductible and Coinsurance
Online Visit-LiveHealth Online	\$0 copayment	N/A
Online Visits-All Other Providers	\$15 copayment	Deductible and Coinsurance
Urgent Care Center	\$15 copayment	\$15 copayment
Emergency Room/Facility (initial visit per occurrence)	\$50 copayment (Waived if admitted within 24 hours)	\$50 copayment (Waived if admitted within 24 hours)
Surgery ⁵ , Presurgical Testing, Anesthesia	\$0	Deductible and Coinsurance
Chemotherapy, Radiation Therapy	\$0	Deductible and Coinsurance
Routine Maternity Care	\$0	Deductible and Coinsurance
Laboratory Tests, X-rays	\$0	Deductible and Coinsurance
MRI/MRA ⁶ , CAT Scan ⁷ , PET ⁷ & Nuclear Cardiology ⁷	\$0	Deductible and Coinsurance
Allergy Routine Testing and Treatment (Allergy Injections/Immunotherapy)	\$15 copayment (Waived for treatment)	Deductible and Coinsurance
Chiropractic Care ⁹	\$15 copayment	Deductible and Coinsurance
Home Healthcare (Up to 200 visits per calendar year)	\$0	Coinsurance (no deductible)
Home Infusion Therapy	\$0	Covered in-network only
Hospice Care (Up to 210 days per lifetime)	\$0	Covered in-network only
Physical Therapy ⁵ (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copayment	Covered in-network only
Other Short-Term Rehabilitative Therapies – Speech/Language ⁵ , Occupational ⁵ , Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility)	\$15 copayment	Covered in-network only

Services provided by Empire HealthChoice Assurance, Inc., licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

Your Summary of Benefits



An Anthem Company

PPO

Benefit	In-Network ¹	Out-of-Network ^{2,3}
Cardiac Rehabilitation	\$15 copayment	Deductible and Coinsurance
Second Surgical Opinion	\$15 copayment (no copayment applies if arranged through the Medical Management Program)	Deductible and Coinsurance
Kidney Dialysis	\$0	Deductible and Coinsurance
Inpatient Care⁵	Member Pays In-Network	Member Pays Out-of-Network
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)	\$0	Deductible and Coinsurance
Surgery, Covered Surgical Assistant, Anesthesia	\$0	Deductible and Coinsurance
Physical Therapy, Physical Medicine, or Rehabilitation (Up to 30 inpatient days per calendar year)	\$0	Deductible and Coinsurance
Skilled Nursing Facility (Up to 60 days per calendar year)	\$0	Covered in-network only
Mental Health	Member Pays In-Network	
Outpatient Visits in Office	\$15 copayment	Deductible and Coinsurance
Outpatient Visits in Facility	\$0	Deductible and Coinsurance
Inpatient Care ⁸ (As many days as medically necessary; semiprivate room and board)	\$0	Deductible and Coinsurance
Alcohol/Substance Abuse	Member Pays In-Network	Member Pays Out-of-Network
Outpatient Visits in Office	\$15 copayment	Deductible and Coinsurance
Outpatient Visits in Facility	\$0	Deductible and Coinsurance
Inpatient Detoxification ⁸ (As many days as medically necessary; semiprivate room and board)	\$0	Deductible and Coinsurance
Inpatient Rehabilitation ⁸	\$0	Deductible and Coinsurance
Other	Member Pays In-Network	Member Pays Out-of-Network
Medical Supplies	\$0 when obtained through Empire's medical supplies vendor	In-network benefits apply
Durable Medical Equipment ⁶	\$0	Covered in-network only
Prosthetics & Orthotics ⁶	\$0	Covered in-network only
Ambulance (air ambulance)	\$0	In-network benefits apply
Prescription Drugs ¹⁰		Covered in-network only
Retail Program – One copayment required for up to a 30-day supply	Not Covered	
Mail-Order Program ¹¹ – Only two copayments required for a 90-day supply	Not Covered	

Services provided by Empire HealthChoice Assurance, Inc.,
licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

APPENDIX D

Plan Benefit Highlights for: Niskayuna Central School District
Group No: 02491

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the calendar year that dependent turns 26
Deductibles	\$25 per person / \$75 per family each calendar year
Deductibles waived for Diagnostic & Preventive (D & P)?	Yes
Maximums	\$1,500 per person each calendar year
D & P counts toward maximum?	Yes

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-PPO dentists** (Delta Dental Premier® & Non-Delta Dental Dentists)
Diagnostic & Preventive Services Exams, cleanings, x-rays, sealants	80 %	80 %
Basic Services Fillings, injectable antibiotics, gold fillings, posterior composites	80 %	80 %
Endodontics (root canals)	80 %	80 %
Periodontics (gum treatment)	80 %	80 %
Oral Surgery	80 %	80 %
Major Services Crowns, inlays, onlays and cast restorations	80 %	80 %
Prosthodontics Bridges and dentures, implants	80 %	80 %

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and 80th percentile for non-Delta Dental dentists.

Delta Dental of New York One Delta Drive Mechanicsburg, PA 17055	Customer Service 800-932-0783 (Business Hours: 8 am to 8 pm ET)	Claims Address P.O. Box 2105 Mechanicsburg, PA 17055-2105
---	--	--

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.