

AGREEMENT

between

NISKAYUNA CENTRAL SCHOOL DISTRICT

and

NISKAYUNA SCHOOL DISTRICT EMPLOYEES ASSOCIATION

July 1, 2023- June 30, 2026

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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 ("unit members") serving in permanent positions in a negotiating unit including the following positions:

- Aquatics Coordinator
- Audio-Visual Equipment Repair Technician
- Automotive Mechanic
- Cleaner
- Computer Operator/Technician
- Cook
- Custodian
- Delivery Truck Driver
- Environmental Systems & Facilities Mechanic
- Food Service Helper
- Groundswoker
- Head Custodian
- Maintenance, Grounds & Courier Assistant
- Maintenance Helper
- Maintenance Mechanic
- Painter
- Printing & Mailing Clerk
- School Bus Dispatcher
- School Bus Driver
- School Bus Driver/Trainer
- Security Monitor
- Sr. Automotive Mechanic
- Sr. Custodian
- Sr. Environmental Systems & Facilities Mechanic
- Sr. Groundswoker
- Sr. Maintenance Mechanic
- Utility Worker

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 Director of Facilities, Director of Food Service, Director of Transportation and/or Director of Technology 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 unit members 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 Cleaners shall be increased as follows:

- Effective July 1, 2023 unit member's base salary shall be increased by \$1.00 per hour and add an additional 4.75 percent;
- Effective July 1, 2024 unit member's base salary shall be increased by 4.00 percent;
- Effective July 1, 2025 unit member's base salary shall be increased by 4.00 percent;

The base salary for Food Service Helpers shall be increased as follows:

- Effective July 1, 2023 unit member's base salary shall be increased by \$1.00 per hour and add an additional 4.75 percent;
- Effective July 1, 2024 unit member's base salary shall be increased by 4.00 percent;
- Effective July 1, 2025 unit member's base salary shall be increased by 4.00 percent;

The base salary for Cook Managers shall be increased as follows:

- Effective July 1, 2023 eliminate distinction between Cook Managers by eliminating Level 4 and Level 5 and placing all Cook Managers at Level 6 and renumbering Food Service Level 6 as Level 4. Change hours in Appendix "C" to (7.5 hours/day). Increase member's base salary by the differential between their current Level minimum salary and Level minimum salary, then add \$1.00 and then add an additional 4.75 percent;
- Effective July 1, 2024 unit member's base salary shall be increased by 4.00 percent;
- Effective July 1, 2025 unit member's base salary shall be increased by 4.00 percent;

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

Effective July 1, 2023 unit member's base salary shall be increased by 4.75 percent;
Effective July 1, 2024 unit member's base salary shall be increased by 4.00 percent;
Effective July 1, 2025 unit member's base salary shall be increased by 4.00 percent.

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. Unit members 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. When bus drivers are directed to work for professional development on non-school days above and beyond the agreed contractual work year, they shall be paid a minimum of 3 hours, or the actual time worked on that day, whichever is greater.
- C. On half-days when the Director of Food Service determines that workload issues do not require full staffing, food service workers assigned to an elementary school may be excused from reporting to work on half-days when lunch is not being served. The decision of the Director of Food Service shall be unreviewable. Unit members excused from working on half-days shall not be paid for the day and shall not use leave accruals.

5.4. Night Custodian

Night custodians will be assigned to day work by the Director of Facilities when the work schedule permits.

5.5. Out of Title Work

In event an employee is temporarily assigned to a higher rated position by the Director of Facilities, the Director of Transportation, the Director of Food Service or the Director of Technology 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.

5.6. 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.

5.7. Special Cafeteria Assignments

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

5.8. 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. Unit members recalled shall be guaranteed a minimum of two hours pay.

5.9. Time Clock

- A. All unit members shall utilize the District install time-clock management system. The system shall be electronic in nature and involve the use of an employer-provided swipe card.
- B. All unit members shall be required to record their time accurately (excluding meal or break periods) by use of the time clock installed for this purpose by the District. The general usage of the time clock system is for payroll accuracy purposes.
- C. The District agrees that all unit members shall receive training prior to implementation of the time clock system. In addition, the District agrees to routinely ensure that all time clock systems and school building clocks are running in sync so as to create a consistent time mechanism for all unit members.
- D. The District agrees to meet monthly with the NSDEA Unit President, for the first 12 months of operation of the time clock system, to review concerns with the implementation of the time keeping process as well as data from the chosen system.
- E. No unit member shall be disciplined for failure to use the time clock if a reasonable explanation can be offered. The responsibility for keeping accurate hours of work is that of the individual unit member. Unit members who knowingly falsify information by clocking in or out incorrectly, or who clock in or out for another employee, are subject to administrative inquiry and may be subject to disciplinary action under the disciplinary procedures of the collective bargaining agreement.
- F. In order to ensure conformity with regard to timecard usage and calculation, the time clock policies and procedures are defined below. Any employee required to use a time clock must swipe or scan their card both at the time of their arrival for duty and at the conclusion of their shift. Additionally, unit members are only to "clock out" when they leave the job site and "clock back in" when they return, if the employee is utilizing contractual accrual time.

- G. The management of the time clock will reside within the Business Office.
- H. Payment for time worked will only be made for regularly scheduled time which is properly documented in the District's Time and Attendance Software with a virtual timecard showing clock in/out times.
- I. Unit members are not permitted to work additional time beyond their scheduled hours without approval by their supervisor.
- J. When applicable, a unit member's lunch break will automatically be deducted from each day for unit members who are normally scheduled for a lunch break. Unit members are required to take a lunch break, unless authorized to work through the lunch break by their supervisor. Unit members are not required to clock in and out for their lunch/meal/contractual breaks unless they will be exceeding the time allotted for the break (thirty-minute break for lunch or ten-minute health breaks per contract).
- K. Only a department supervisor or authorized staff in the Business Office may adjust employee time records. Unit members must notify their supervisor immediately if they fail to clock in/out or have any difficulties using the time clock. Approved corrections/adjustments will occur in the following pay period if an employee fails to notify his/her supervisor within a reasonable period of time of a problem.
- L. Unit members understand that their work shift begins and ends at times established by the District. Unit members will be allowed to clock in/out up to 7 minutes before and 7 minutes after their shift begins/ends. These times will be rounded to their scheduled arrival and departure times. Unit members should not vary from these times without express permission from their immediate supervisor.
- M. The District understands that at times events may cause a unit member the need to arrive later than their scheduled arrival time or depart earlier than their scheduled departure time. In those situations the 7 minute rounding rule will apply:

Example- If a unit member has an assigned arrival time of 7:30am and they swipe the time clock at 7:37am, the report will be rounded to 7:30am. If a unit member has an assigned arrival time of 7:30am and they arrive at 7:38am, the report will be rounded to 7:45am.

Example- If a unit member has an assigned departure time of 3:30pm and the employee departs at 3:23pm the report will be rounded to 3:30pm. If a unit member has an assigned departure time of 3:30pm and the employee departs at 3:22 pm the report will be rounded to 3:15pm.
- N. It is agreed by the parties that the seven-minute rule is intended to simplify payroll processes and that unit members are still expected to arrive on time and work their regularly scheduled work hours. The parties further agree that unit members may be subject to progressive discipline, according to the procedures in the collective bargaining agreement, if time and attendance issues warrant.
- O. If a unit member forgets to "clock in" or "clock out" for their shift; they are to contact their supervisor within a reasonable period of time when it is realized, to explain the circumstances and to provide actual clock in or out information. The supervisor will adjust the unit member's time in the system.

ARTICLE 6 – HOLIDAYS

6.1. Holidays

A. There shall be provided 14 paid holidays for all 12-month unit members and 12 paid holidays for all 10- month unit members. The 14 scheduled paid "holidays" are as follows:

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

If the first day of Rosh Hashanah falls on a weekday, both twelve-month unit members and ten-month unit members shall receive this additional paid holiday.

If Good Friday is a student attendance day, then all members shall receive the following Monday off with pay as a holiday.

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 unit members 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 unit members 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 unit members 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. Eligible unit members may take vacation at any time during the year within the following parameters:
 - 1. Vacation days may be taken in full day increments.
 - 2. Vacation shall not be used before or after contractual holidays, or immediately before or after the December, February, and April school recess periods. Exceptions will be considered by the employee's Department Head in unique and extraordinary circumstances. The Department Head's decision will be final and binding.
 - 3. Vacation days during the summer will be limited to ten (10) total days during any one summer break. Vacation taken during the summer cannot be taken after the second Friday prior to the first day of school and first day of school. Exceptions will be considered by the employee's Department Head in unique and extraordinary circumstances. The Department Head's decision will be final and binding.
 - 4. All vacation requests must be made a minimum of two weeks in advance.

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 unit members who work 20 hours or more per week shall be entitled to sick leave as follows: 12-month unit members shall be eligible for 12 sick leave days per year; 10-month unit members shall be eligible for 10 sick leave days per year. Unit members who are regularly scheduled to work 15-19 hours per week shall receive four (4) sick leave days per year.
- B. Unit members 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.

- D. 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.
- E. In the event a unit member uses a sick day either immediately before or after a holiday, upon request from a supervisor the unit member shall provide the District with a physicians statement indicating the member was sick and unable to report to work on the date of the absence.

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.

ARTICLE 9 – OTHER LEAVE POLICIES

9.1. Personal Leave

- A. Each 12 month employee shall be allowed up to four days and all other unit members 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. Unit members 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 Director of Facilities, the Director of Transportation, the Director of Food Service or the Director of Technology, 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 unit members 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 unit members 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 unit members, 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 unit members) 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 unit members, 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 unit members, 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-i Options

The District has adopted the Section 75-i option and the Section 41-i 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 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 Internal Revenue Code.

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), Delta Dental Plan Summary (5/15/2004), Vision plan description, and Prescription plan description which are included in Appendices D through H, 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 \$1,250 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 ten (10) 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

Unit members 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 unit members' 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-COMPETTIVE AND LABOR-CLASS EMPLOYEEES)

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 unit member with least title seniority shall be the first to be laid off until the total number of unit members 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 titles). 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 unit members 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 a unit member 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 unit members) are equal, the position shall be filled on the basis of District seniority with the most senior unit member(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. A unit member 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 unit member returns to his or her original position he or she will do so without any accrued seniority.
- F. A unit member 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 unit member returns to his or her original position he or she will do so without any accrued seniority.

- G. A unit member 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.
- G. Any transportation unit member who has been assigned a regular bid-upon run shall be eligible for extra work opportunities within the transportation department including but not limited to bus washing and field trips.

14.3. Field Trips and Charter Bus Runs and/or Trips

A. Field Trips

- 1. Field trips for drivers shall be made available on a strict rotating basis and shall be arranged according to transportation department seniority.
- 2. In the event a field trip is canceled without advance notice, a minimum of two hours will be paid providing the unit member 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.
- 3. 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.

B. Charter Bus Runs and/or Trips

- 1. The District may establish qualifications necessary to drive a charter bus owned or controlled by the School District.
- 2. The District in conjunction with the Transportation Administration, shall establish a list of qualified drivers which shall be ranked on the basis of department seniority, and shall be updated every four (4) months, beginning on the first day of the school year.
- 3. Charter bus runs and/or trips for qualified drivers shall be made available on a strict rotated basis.
- 4. In the event a charter bus run and/or trip is canceled without advance notice, a minimum of two hours will be paid providing the unit member reports to the school district to fulfill his or her assignment. If the charter bus run and/or trip is canceled with advanced notice, the driver shall be responsible for his or her primary assigned run.
- 5. The District shall maintain a single list for all charter bus runs and/or trips. Full-time and part-time drivers shall have the option, after September 30, to choose between their regularly-scheduled run and a charter bus run and/or trip when charter bus runs and/or trips from the list are made available. All qualified drivers are available for weekend charter bus runs and/or trips during the month of September.
- 6. At any time, if a driver fails to maintain his or her qualifications, he or she shall be removed from the list and be ineligible to bid on a charter bus run and/or trip until such time as they re-establish his or her qualifications, and are placed back

on the list in order of Department seniority.

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. A unit member 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 unit members. 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 unit member 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 unit member 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 unit member, the unit member may request a review by the Board of Education or a committee of its members. The unit member 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 unit member and his or her representative for the purpose of resolving the issue.

ARTICLE 17 – PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT OBLICATIONS

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 unit member shall receive a copy of this Agreement

11-30-23
Date

11-30-23
Date



Superintendent of Schools



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 unit members 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 designee 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 grieved 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. Superintendent: _____
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 – A uniform allowance credit of up to \$350 with an online District approved vendor will be provided for all Operations and Maintenance and Food Service unit members to purchase uniform items. Unit members shall wear uniforms on a daily basis, including apparel identifying themselves as District employees. The uniform shall contain the Niskayuna CSD logo whenever practicable. All uniforms shall consist of tops that are gray or black (for Food Service Helpers and Cook Managers, due to the nature of the work) in color and contain the Niskayuna CSD logo. Bottoms shall consist of appropriate pants that are untorn, and clean and neat in appearance. Appropriate work-related footwear may also be purchased within the allowance amount.

If a uniform is not available through an online vendor, a unit member may request from their supervisor to purchase a uniform elsewhere and submit a receipt for reimbursement.

The District shall provide uniforms to members of the security department.

3. Footwear Allowance – All Cook Managers shall receive an annual allowance of \$100.00 toward the purchase of one pair of shoes for use in the cafeteria.

All Operations & Maintenance unit members and Sr. Automotive Mechanic shall receive an annual allowance of \$200 toward the purchase of work boots and shoes. All footwear must be purchased in one transaction for the year.

The District will also provide an annual footwear allowance of \$100 to members of the security department.

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 July 1, 2023, all unit members who work a full 8-hour shift that ends after 6:00 p.m. shall receive a 4% differential for all such shift work.

Appendix “C”

NSDEA CONTRACT
MINIMUM SALARY BY LEVEL
 July 1, 2023 - June 30, 2024

12-MONTH POSITIONS	
52 weeks x 40 hours = 2,080 Hours	
	Minimum Salary
LEVEL 1	\$37,336
Delivery Truck Driver	\$17.95
Maintenance, Grounds & Courier Assistant	
Printing & Mailing Clerk	
LEVEL 2	\$39,478
Cleaner	\$18.98
Utility Worker	
LEVEL 3	\$40,193
Custodian	\$19.32
LEVEL 4	\$42,848
Audio-Visual Equipment Repair Technician	\$20.36
Groundswoker	
LEVEL 5	\$42,890
Senior Custodian	\$20.62
LEVEL 6	\$43,555
Aquatics Coordinator	\$20.94
Maintenance Helper	
School Bus Dispatcher	
School Bus Driver/Trainer	
Security Monitor	
LEVEL 7	\$45,989
Head Custodian - ES	\$22.11
LEVEL 8	\$47,445
Automotive Mechanic	\$22.81
Computer Operator/Technician	
Environmental Systems & Facilities Mechanic	
Maintenance Mechanic	
Painter	
LEVEL 9	\$48,318
Senior Groundswoker	\$23.23
LEVEL 10	\$50,274
Head Custodian - MS	\$24.17
LEVEL 11	\$53,622
Senior Automotive Mechanic	\$25.78
Senior Environmental Systems & Facilities Mechanic	
Senior Maintenance Mechanic	
Senior Printing Machine Operator	
LEVEL 12	\$57,242
Head Custodian - HS	\$27.52

FOOD SERVICE		
	Days	Minimum Salary
LEVEL 1		
Food Service Helper	-	\$17.21
LEVEL 2		\$13,424
4 Hours/Day	195	\$17.21
LEVEL 3		\$20,136
Food Service Helper	195	\$17.21
6 Hours/Day		
LEVEL 4		\$31,678
Cook - ES, MS, HS	195	\$21.66
7.5 Hours/Day		

BUS DRIVERS		
	Days	Minimum Salary
LEVEL 1		
School Bus Driver	193	\$23.79
LEVEL 2		\$23.79
School Bus Driver	195	\$23.79
8 Hours/Day		

Appendix “C”

NSDEA CONTRACT
MINIMUM SALARY BY LEVEL
 July 1, 2024 - June 30, 2025

12-MONTH POSITIONS	
52 weeks x 40 hours = 2,080 Hours	
	Minimum Salary
LEVEL 1	\$38,459
Delivery Truck Driver	\$18.49
Maintenance, Grounds & Courier Assistant	
Printing & Mailing Clerk	
LEVEL 2	\$40,664
Cleaner	\$19.55
Utility Worker	
LEVEL 3	\$41,392
Custodian	\$19.90
LEVEL 4	\$43,618
Audio-Visual Equipment Repair Technician	\$20.97
Groundswoker	
LEVEL 5	\$44,179
Senior Custodian	\$21.24
LEVEL 6	\$44,866
Aquatics Coordinator	\$21.57
Maintenance Helper	
School Bus Dispatcher	
School Bus Driver/Trainer	
Security Monitor	
LEVEL 7	\$47,362
Head Custodian - ES	\$22.77
LEVEL 8	\$48,859
Automotive Mechanic	\$23.49
Computer Operator/Technician	
Environmental Systems & Facilities Mechanic	
Maintenance Mechanic	
Painter	
LEVEL 9	\$49,774
Senior Groundswoker	\$23.93
LEVEL 10	\$51,792
Head Custodian - MS	\$24.90
LEVEL 11	\$55,224
Senior Automotive Mechanic	\$26.55
Senior Environmental Systems & Facilities Mechanic	
Senior Maintenance Mechanic	
Senior Printing Machine Operator	
LEVEL 12	\$58,968
Head Custodian - HS	\$28.35

FOOD SERVICE		
	Days	Minimum Salary
LEVEL 1		
Food Service Helper	-	\$17.73
LEVEL 2		\$13,829
4 Hours/Day	195	\$17.73
LEVEL 3		\$20,744
Food Service Helper	195	\$17.73
6 Hours/Day		
LEVEL 4		\$32,628
Cook - ES, MS, HS	195	\$22.31
7.5 Hours/Day		

BUS DRIVERS		
	Days	Minimum Salary
LEVEL 1		
School Bus Driver	195	\$24.50
LEVEL 2		
School Bus Driver	195	\$24.50
8 Hours/Day		

Appendix “C”

NSDEA CONTRACT
MINIMUM SALARY BY LEVEL
 July 1, 2025 - June 30, 2026

12-MONTH POSITIONS	
52 weeks x 40 hours = 2,080 Hours	
	Minimum Salary
LEVEL 1	\$39,603
Delivery Truck Driver	\$19.04
Maintenance, Grounds & Courier Assistant	
Printing & Mailing Clerk	
LEVEL 2	\$41,891
Cleaner	\$20.14
Utility Worker	
LEVEL 3	\$42,640
Custodian	\$20.50
LEVEL 4	\$44,928
Audio-Visual Equipment Repair Technician	\$21.60
Groundswoker	
LEVEL 5	\$45,510
Senior Custodian	\$21.88
LEVEL 6	\$46,218
Aquatics Coordinator	\$22.22
Maintenance Helper	
School Bus Dispatcher	
School Bus Driver/Trainer	
Security Monitor	
LEVEL 7	\$48,776
Head Custodian - ES	\$23.45
LEVEL 8	\$50,315
Automotive Mechanic	\$24.19
Computer Operator/Technician	
Environmental Systems & Facilities Mechanic	
Maintenance Mechanic	
Painter	
LEVEL 9	\$51,272
Senior Groundswoker	\$24.65
LEVEL 10	\$53,352
Head Custodian - MS	\$25.65
LEVEL 11	\$56,888
Senior Automotive Mechanic	\$27.35
Senior Environmental Systems & Facilities Mechanic	
Senior Maintenance Mechanic	
Senior Printing Machine Operator	
LEVEL 12	\$60,736
Head Custodian - HS	\$29.20

FOOD SERVICE		
	Days	Minimum Salary
LEVEL 1		
Food Service Helper	-	\$18.26
LEVEL 2		\$14,243
4 Hours/Day	195	\$18.26
LEVEL 3		\$21,364
Food Service Helper	195	\$18.26
6 Hours/Day		
LEVEL 4		\$33,608
Cook - ES, MS, HS	195	\$22.98
7.5 Hours/Day		

BUS DRIVERS		
	Days	Minimum Salary
LEVEL 1		
School Bus Driver	195	\$25.24
LEVEL 2		
School Bus Driver	195	\$25.24
8 Hours/Day		

Appendix “D”

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.

Appendix “D”

Your Summary of Benefits



An Anthem Company

EPO

Benefit	In-Network ¹
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.

Appendix “D”

Your Summary of Benefits



An Anthem Company

EPO

- (1) A network provider must deliver all care. There is no out-of-network option for this product, except for emergency care.
- (2) Preventive Care benefits not subject to copayment, deductible and coinsurance; when provided In-Network include; mammography screenings, cervical cancer screenings, colorectal cancer screenings, prostate cancer screenings, hypercholesterolemia screenings, diabetes screenings for pregnant women, bone density testing, annual physical examinations and annual obstetric and gynecological examinations. May also include other services as required under State and Federal Law. May be subject to age and frequency limits.
- (3) You are responsible for obtaining precertification from Empire's Medical Management Program for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained. 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.
- (4) You are responsible for obtaining precertification from the Behavioral Healthcare Manager for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained.
- (5) For services received from an Empire network provider, the provider must precertify in-network services; Empire's network providers cannot bill members for covered services. Outside Empire's network area, you must obtain precertification from Empire's Medical Management Program for services from in-network BlueCard® PPO providers (with the exception of MRI, MRA, PET, CAT and Nuclear Cardiology services, which do not require precertification for services rendered from in-network BlueCard® PPO providers outside of Empire's network area). The BlueCard® PPO provider may call for you for services that do require precertification, but you will be responsible for penalties applied if precertification is not obtained.
- (6) Empire's network provider must obtain authorization for clinical/medical necessity for in-network services; Empire network providers cannot bill members beyond the in-network copayment for covered services. Authorization is not required for services rendered from in-network BlueCard® PPO providers outside of Empire's network area.
- (7) This prescription drug coverage meets the CMS standard for Creditable Coverage under the Medicare Modernization Act of 2003.
- (8) 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.

IMPORTANT NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in your Certificate of Coverage, Schedule of Benefits, and any additional Riders or Contracts your group has purchased. Be sure to consult your benefit Contract or Certificate for full details about your coverage. To the extent that there is a conflict between this Summary and your benefit Contract or Certificate, the terms of the Contract or Certificate will control. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Appendix “E”

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.

Appendix “E”

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.

Your Summary of Benefits



An Anthem Company

PPO

- (1) Network provider delivers care.
- (2) Out-of-network services (except Mental Health and Alcohol/Substance Abuse) are those from a provider that does not participate in Empire's PPO network, or with another Blue Cross and Blue Shield Plan through the BlueCard® PPO Program. (This does not apply to emergency benefits.) See (8) for Mental Health and Alcohol/Substance Abuse Services.
- (3) Out-of-network (O-O-N) providers – those who do not participate in Empire's PPO network, or with another Blue Cross and Blue Shield Plan through the BlueCard® PPO Program. Out-of-network providers who do not participate with Empire or with another Blue Cross and Blue Shield Plan, may balance bill over Empire's allowed amount.
- (4) Preventive Care benefits not subject to copayment, deductible and coinsurance; when provided In-Network include; mammography screenings, cervical cancer screenings, colorectal cancer screenings, prostate cancer screenings, hypercholesterolemia screenings, diabetes screenings for pregnant women, bone density testing, annual physical examinations and annual obstetric and gynecological examinations. May also include other services as required under State and Federal Law. May be subject to age and frequency limits.
- (5) You are responsible for obtaining precertification from Empire's Medical Management Program for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained. 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.
- (6) For services received from an Empire PPO provider, the provider must precertify in-network services; Empire PPO providers cannot bill members beyond the copayment for covered services. Outside Empire's network area, you must obtain precertification from Empire's Medical Management Program for services from in-network BlueCard® PPO providers. You are responsible for obtaining precertification from Empire's Medical Management Program for in-area and out-of-area out-of-network services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained.
- (7) Empire's network provider must precertify in-network services; Empire network providers cannot bill members beyond the co-payment for covered services. Precertification is not required for out-of-network services, nor for out-of-area in-network BlueCard® PPO provider services.
- (8) You are responsible for obtaining precertification from the Behavioral Healthcare Manager for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained.
- (9) Empire's network provider must obtain authorization for clinical/medical necessity for in-network services; Empire network providers cannot bill members beyond the in-network deductible and coinsurance for covered services. Authorization is not required for out-of-network services or for services rendered from in-network BlueCard® PPO providers outside of Empire's network area.
- (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.

IMPORTANT NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in your Certificate of Coverage, Schedule of Benefits, and any additional Riders or Contracts your group has purchased. Be sure to consult your benefit Contract or Certificate for full details about your coverage. To the extent that there is a conflict between this Summary and your benefit Contract or Certificate, the terms of the Contract or Certificate will control. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Appendix “F”

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

DELTA DENTAL PPOSM

BENEFIT HIGHLIGHTS

Eligibility	For eligibility details, refer to the plan's Evidence/Certificate of Coverage (on file with your benefits administrator, plan sponsor or employer).			
Deductibles	\$25 per person / \$75 per family each calendar year			
Deductibles waived for Diagnostic & Preventive (D & P) and Sealants?	Yes			
Maximums	\$1,500 per person each calendar year			
D & P counts toward maximum?	Yes			
Waiting Period(s)	Basic Services None	Major Services None	Prosthodontics None	

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
Diagnostic & Preventive Services (D & P) Exams, cleanings and x-rays	80%	80%
Sealants	100%	100%
Basic Services Fillings and posterior composites	80%	80%
Endodontics (root canals) Covered Under Basic Services	80%	80%
Periodontics (gum treatment) Covered Under Basic Services	80%	80%
Oral Surgery Covered Under Basic Services	80%	80%
Major Services Crowns, inlays, onlays and cast restorations	80%	80%
Prosthodontics Bridges, dentures and 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 program allowance for non-Delta Dental dentists.

Delta Dental of New York One Delta Drive Mechanicsburg, PA 17055	Customer Service 800-932-0783	Claims Address P.O. Box 2105 Mechanicsburg, PA 17055-6999
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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.

Appendix “G”

Niskayuna Central School District



Welcome to Davis Vision!

We are pleased to provide you with information on your vision benefit to help you care for your vision and eye health - a key part of overall health and wellness!

If you are not currently enrolled, please visit our member site at davisvision.com or call 1.877.923.2847 and enter client code 7633 to locate providers or for additional information.

Using your benefits is easy! Just log on to our Member site at davisvision.com and click “Find a Provider,” or call us at 1.800.999.5431.

Make an appointment. Tell your provider you are a Davis Vision member with coverage through Niskayuna Central School District. Provide your member ID number, name and date of birth, and do the same for your covered dependents seeking vision services. Your provider will take care of the rest!



Your Davis Vision Fashion Plan Benefits

Benefit	Frequency Once every -	In-network Copay	In-network Coverage
Eye Examination	12 months	\$5	Covered in full, after copay. <i>Includes dilation when professionally indicated.</i>
Spectacle Lenses	12 months	\$10	Clear plastic lenses in any single vision, bifocal, trifocal or lenticular prescription. Covered in full, after copay. (See below for additional lens options and coatings.)
Frame	12 months	\$0	<p>Covered in Full Frames: Any Fashion level frame from Davis Vision’s Collection¹ (retail value, up to \$100).</p> <p>OR, Frame Allowance: \$25 wholesale credit to go toward any frame from provider. No copay required.</p>
Contact Lens Evaluation, Fitting & Follow Up Care	12 months	\$10	<p>Davis Vision Collection Contacts: After copay, covered in full.</p> <p>Standard, Soft Contacts: 15% discount</p> <p>Specialty Contacts²: 15% discount</p>
Contact Lenses (in lieu of eyeglasses)	12 months	\$0	<p>Covered in Full Contacts: From Davis Vision’s Collection¹, up to: Planned Replacement Two boxes/multi-packs* Disposable Four boxes/multi-packs*</p> <p>OR, Contact Lens Allowance: \$75 allowance toward any contacts from provider’s supply. No copay required.</p> <p>OR, Visually Required Contacts: Covered in full with prior approval.</p> <p>*Number of contact lens boxes may vary based on manufacturer’s packaging.</p>

Significant savings on optional frames, lens types and coatings!

Member Price

Davis Vision Collection Frames: Fashion Designer Premier	\$0 \$15 \$25
Tinting of Plastic Lenses.....	\$0
Scratch-Resistant Coating.....	\$20
Premium Scratch-Resistant Coating	\$30
Ultraviolet Coating	\$12
Anti-Reflective Coating: Standard Premium	\$35 \$48
Polycarbonate Lenses	\$0 ³ -\$30
High-Index Lenses 1.67 1.74	\$55 \$120
Progressive Lenses: Standard Premium Ultra Ultimate	\$50 \$90 \$140 \$175
Polarized Lenses	\$75
Photochromic Lenses (i.e. Transitions [®] , etc.) ⁴ Plastic Glass	\$65 \$20
Digital Single Vision Lenses	\$30
Blended Lenses.....	\$20
Trivex Lenses	\$50
Blue Light Filtering.....	\$15

¹ The Davis Vision Collection is available at most participating independent provider locations. Collection is subject to change. Collection is inclusive of select toric and multifocal contacts.

² Including, but not limited to toric, multifocal and gas permeable contact lenses.

³ For dependent children, monocular patients and patients with prescriptions of +/- 6.00 diopters or greater.

⁴Transitions[®] is a registered trademark of Transitions Optical Inc.

Please note: Your provider reserves the right to not dispense materials until all applicable member costs, fees and copayments have been collected. Contact lenses: Routine eye examinations do not include professional services for contact lens evaluations. Any applicable fees above the evaluation and fitting allowance are the responsibility of the member. If contact lenses are selected and fitted, they may not be exchanged for eyeglasses. Progressive lenses: If you are unable to adapt to progressive addition lenses you have purchased, conventional bifocals will be supplied at no additional cost; however, your copayment is nonrefundable. May not be combined with other discounts or offers. Please be advised these lens options and copayments apply to in-network benefits.

Appendix “H”

Your Prescription Medication Benefits Administered By Express Scripts

Your prescription medication coverage is administered through Express Scripts. Please visit Express Scripts website at www.express-scripts.com or contact Express Scripts Customer Service at 800-551-8060 if you have questions.

Customer Service

Express Scripts Customer Service team is available to assist 24 hours a day, 7 days a week.

- Toll Free 800-551-8060

Copayments and Coinsurance

You are responsible for paying the following Copayment and/or Coinsurance amounts (at the time of purchase, if the pharmacy submits the claim electronically).

For Prescription Medications From a Retail Pharmacy (30-Days)

<input type="checkbox"/> \$10 for each Generic Medication
<input type="checkbox"/> \$20 for each Preferred Brand-Name Medication
<input type="checkbox"/> \$40 for each Non-Preferred Brand-Name Medication

For Prescription Medications From Retail Pharmacies (90-Days) and Express Scripts Pharmacy, the Mail Order Pharmacy

<input type="checkbox"/> \$0 for each Generic Medication
<input type="checkbox"/> \$40 for each Preferred Brand-Name Medication
<input type="checkbox"/> \$80 for each Non-Preferred Brand-Name Medication

For Specialty Prescription Medications From Retail Pharmacies and Express Scripts (Accredo) Specialty Pharmacy

<input type="checkbox"/> \$10 for each Generic Specialty and \$20 for each Preferred Brand-Name Specialty Medication
<input type="checkbox"/> \$40 for each Non-Preferred Brand-Name Specialty Medication

Plan Year Deductible

Individual Plan: N/A

Family Plan: N/A

Plan Year Out-of-Pocket Maximum

Individual Plan: \$1,020

Family Plan: \$2,540

Your Copayments and/or any Coinsurance for Prescription Medications obtained from a Participating Pharmacy will be waived during the remainder of a Plan Year once Your Prescription Medication Out-of-Pocket Maximum amount is met.

Generic Medications

Generics have the same active ingredients in the same dose as brand-name drugs and have been approved by the Food and Drug Administration (FDA) to be safe and effective. Generic drugs generally cost less than brand-name drugs. These savings are passed on to You when You receive a generic medication. Talk to Your doctor or pharmacist to see if a generic drug is right for You.

