

A G R E E M E N T

BY AND BETWEEN

THE BOARD OF EDUCATION

OF THE

NORTH COLONIE CENTRAL SCHOOL DISTRICT

AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

**NORTH COLONIE CENTRAL SCHOOL DISTRICT AIDES UNIT
ALBANY COUNTY LOCAL #801**

JULY 1, 2018 - JUNE 30, 2021

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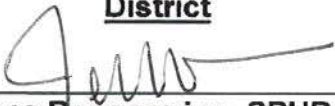
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PREAMBLE

This Agreement is made and entered into by and between the Board of Education of the North Colonie Central School District, hereinafter called the "Board", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the North Colonie Central School District Teacher Aides Unit of Albany County Local 801, hereinafter referred to as the "Association" or "CSEA".

THIS AGREEMENT IS MADE AND ENTERED INTO effective the first day of July 1, 2018, by and between The Board of Education and the CSEA and ratified by the Board of Education on June 25, 2018.


District



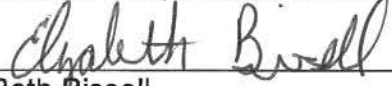
Jenna Bongermينو, SPHR, SHRM-SCP
Director of Human Resources



David Semo
Director of Pupil Services

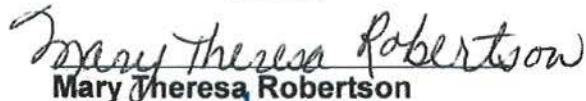


Scott Hoot
Assistant Superintendent for Business



Beth Bissell
Special Education Supervisor

CSEA



Mary Theresa Robertson
CSEA Unit President



Richard Garbarino
Educational Aide



Lois Lanoue
Educational Aide



Janet M. Sturgeon
Educational Aide



Charles D. Barley
CSEA Labor Relations Specialist

ARTICLE I
RECOGNITION

Section 1 - Bargaining Representative

The employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, (hereinafter referred to as "CSEA") for all full-time and part-time employees appointed to the position teacher aide, otherwise known as Educational Aides, Computer Room Aides, REACH Aides, and all other classroom Aides. Such recognition shall extend for the period determined by law.

Substitute employees are not members of the bargaining unit. Substitute employees are defined as those employees who are replacing a bargaining unit aide who is absent from an encumbered position.

Section 2 - Dues

The Board shall deduct from the wages of employees in the bargaining unit and remit to CSEA, 143 Washington Avenue, Albany, New York, 12210, membership dues for those employees who signed authorization permitting such payroll deductions. As required by Law, an amount equal to membership dues will be deducted from the wages of employees who do not sign a membership application.

Section 3 - Term of Contract

The term of this contract shall be in effect for a 3-year period commencing July 1, 2018 and expiring June 30, 2021.

ARTICLE II
COLLECTIVE BARGAINING UNIT AND COMPENSATION

Section 1 - Salary Schedules

Salary schedules for employees covered by this agreement are annexed as Schedule "A".

ARTICLE III

WORK YEAR, WORK WEEK, WORK DAY, SCHEDULED OVERTIME, OUT-OF-TITLE WORK, PAY PERIOD, SUBSTITUTES, TIME OFF WITHOUT PAY, SEPARATION FROM SERVICE NOTICE

Section 1 - Work Year

The District shall annually establish a work calendar at the beginning of each school year which clearly notes minimum required workdays totaling 1200 hours per year (Educational Aides) or 1400 hours per year (Computer Room Aides). Maximum required workdays shall run from September 1 through June 30. Salary schedules for Educational Aides are based on 1200 hours per year (for a 6.5 hour per day employee). (NOTE: Includes payment 39 hours for holidays.) Salary schedules for Computer Room Aides are based on 1400 hours per year (for a 7.5 hour per day employee). (NOTE: Includes payment for 45 hours for holidays.) Payment will be made for hours worked in excess of the above noted amounts as they are earned and on the next practicable payday.

Section 2 - Work Day, Work Week

A. Computer Room Aides

Work week shall be Monday - Friday. Work day shall be eight hours including a 30-minute lunch period (unpaid) and a 15-minute break (paid).

B. Educational Aides

Work week shall be Monday - Friday. Work day shall be governed by the IEP needs of the student and shall not exceed eight hours per day inclusive of 1/2 hour lunch (unpaid) and a 15 minute break (paid) for full-time employees. A full-time employee is defined as one working 6 1/2 hours or more per day excluding lunch.

Section 3 – Overtime/Extra Time

Work in excess of 40 hours per week will be compensated at time and a half. Supervisor's approval must be obtained prior to overtime work. Exceptions to this "prior approval" rule may be granted retroactively by the Director of Pupil Services/Director of Technology, and/or Director of Human Resources or his/her designee. Payments for overtime/extra time will be made on the next practicable payday.

ARTICLE III (CONTINUED)

Section 4 - Out-of-Title Work Assignments

In the event an employee is assigned to perform work within this unit within a higher classification because of the absence of the regularly assigned person, the employee will be compensated at the higher rate of pay after three (3) consecutive days, retroactive to the first day of the assignment.

Section 5 - Pay Periods, and Time Records

A. Pay Periods

Pay periods will begin on Mondays and extend for one week. Extra time/overtime earned in the pay period will normally be included in the very next check. The unit will adhere to a twice-monthly pay system (generally the 15th and 31st of each month).

B. Time Records

- (1) Employees will be notified of any changes to their time cards.
- (2) The District intends to implement electronic time recording devices for all staff. Such implementation will be discussed beforehand with affected employees and the Unit President and will be contingent upon the placement of leave accrual balances on pay stubs.

Section 6 - Substitutes

The District assumes responsibility for finding substitutes to fill in for absent aides. It is the aide's responsibility to report his or her absence and the reason for the absence as noted below:

Educational Aides: Immediate Supervisor (assigned Special Education Teacher) and Sub Service

REACH Aides: JHS Principal or JHS Main Office

Computer Room Aides: Main Office and Director of Technology

Submission of Leave Request Forms may be done electronically (fax and/or electronic mail) or by hardcopy through interoffice mail.

Section 7 - Time Off Without Pay

With the approval of the Director of Pupil Services (Educational Aides) or the Director of Technology (Computer Room Aides), and the Superintendent of Schools and, provided

ARTICLE III (CONTINUED)

the services of the department will not be impaired, aides will be allowed to take time off (without pay) during the school year. Requests must be made at least two (2) weeks in advance and must be for an approved reason.

Section 8 - Separation from Service Notice

Employees will be required to provide a minimum 14-calendar day notice prior to resignation, retirement or leaving District service. Failure to do so will result in holding the last paycheck pending reconciliation of salary.

ARTICLE IV

HOLIDAYS, SNOW DAYS

Section 1 - Holiday Schedule

All employees are entitled to the holiday schedule currently in effect. Calculation of salary schedules shall include payment for 6 holidays, noted below:

Columbus Day	Martin Luther King Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day

Section 2 - Snow Days

When schools are closed all day due to inclement weather, employees are not expected to report to work. Calculation of salary schedules shall include payment for up to three (3) snow days. No compensation will be received for snow days beyond the aforementioned three (3) days. Compensation will be paid for snow day delays and early dismissals. Should a fourth snow day, or more, occur, the Director of Pupil Services/Director of Technology will offer future make-up time in the same school year.

Any employee who received prior approval to charge time off (e.g. a personal day), and a snow day is declared, said employee will be entitled to utilize the snow day for that absence.

Any employee who is on extended sick leave (defined as six (6) consecutive workdays), and a snow day is declared, said employee will not be entitled to utilize the snow day for that absence.

ARTICLE V

PERSONAL LEAVE, SICK LEAVE, FAMILY SICK LEAVE, SICK LEAVE DONATION PROGRAM, DISABILITY SALARY EXTENSION, RELIGIOUS HOLIDAYS, LEGAL PROCEEDINGS, BEREAVEMENT, LEAVES OF ABSENCE, MATERNITY, FAMILY AND MEDICAL LEAVE

Section 1 - Personal Leave

- A. Two (2) days per year shall be allowed for personal business that cannot be transacted during non-working hours. Upon completion of three (3) years, one (1) additional personal day shall be granted. Such leave may be taken without stated reason but:
1. The employee must notify in writing the Director of Pupil Services or designee/Director of Technology or designee at least four (4) working days in advance. (Retroactive approval by the supervisor and the Director of Human Resources or designee may be granted in case of emergency.)
 2. Time may not be taken for recreational or vacation purposes. The day preceding or following a holiday, school or personal vacation may be granted on those days for circumstances considered by the Director of Human Resources or designee to be extenuating. The procedure for applying for a day immediately preceding and/or following a holiday recess or vacation is as follows:
 - a. The applicant will apply to the Director of Human Resources or designee for said leaves as far in advance as possible but not less than two (2) weeks. The Director of Human Resources or designee will make the final decision.
 - b. In cases where advance application as required in "a" cannot be made, then the application shall be made retroactively following the procedure in "a" above.
 3. In the event an undue number of people in a department request personal day leaves for the same day, the Director of Pupil Services or designee/Director of Technology or designee may limit the number of leaves approved if it is determined that the operation of a school or department will be curtailed. The decision of the Director of Pupil Services/Director of Technology should treat employees equitably and provide for a system of rotation of leave on a seniority basis.

ARTICLE V (CONTINUED)

4. If said leave is requested four weeks in advance, the use of seniority within that four-week period by someone else to claim that same date is prohibited.
5. Any unused portion of the personal leave will be credited to sick leave at the end of the year.

2. After the completion of six (6) years of service, one (1) additional day chargeable to sick leave, will be allowed. This day shall be requested five (5) working days in advance and reason stated. Retroactive approval by the Director of Pupil Services or designee/Director of Technology or designee and the Director of Human Resources or designee may be granted in cases of emergency.

Section 2 (A) - Sick Leave, Family Sick Leave

1. Employees shall be entitled to their accumulated but unused days of absence due to personal physical disability without loss of pay (sick days). Such days are earned as follows:

September 1 - - - - - 5 days
February 1 - - - - - 5 days
Prorated based on FTE and hire date

Sick days may be accumulated to a maximum of two hundred and fifty (250) days.

ARTICLE V (CONTINUED)

Employees may call the payroll office in October of each year to ascertain the number of accumulated days as of the prior June 30.

Should an employee change bargaining units within the District, his/her accruals will follow them on a prorated basis.

2. Employees shall be entitled to charge up to ten (10) days of accumulated and unused sick leave annually to care for an ill family member. "Family member" is defined as mother, father, spouse, sibling, legal guardian or child. Upon written request of the employee, an additional two (2) days will be allowed for the care of a spouse or child, if approved by the Superintendent. Additional family members eligible for family illness may be granted upon approval by the District's Human Resources Director. Additional sick leave, beyond the ten (10) days may be utilized for illness in the immediate family upon prior approval by the Superintendent of Schools in his/her sole discretion.

In the event that an employee has a family member who is receiving end-of-life care as the result of a catastrophic illness or injury, upon written request of the employee the use of an additional number of his/her accumulated and unused sick leave may be allowed for the care of the family member, if approved by the Superintendent. The Superintendent shall have the discretion to determine the number of additional days of accumulated and unused sick leave employees shall be entitled to charge for the care of a family member who is receiving end-of-life care as a result of a catastrophic illness or injury.

3. Employees who retire from the District after June 30, 2015, with at least fifteen (15) years of full-time District contractually appointed status, having reached the age of 55, or are qualified for a NYS disability retirement, shall receive one-third (1/3) of one day of pay for each sick day accumulated.

Section 2 (B) - Sick Leave Donation Program

A sick leave donation program shall be available to all members of the CSEA bargaining unit. Participation in such program shall be on a voluntary basis. The intent of the program is to provide assistance to those employees who, because of a personal catastrophic illness or injury, have exhausted all available sick leave, extended sick leave and other paid accrued time.

ARTICLE V (CONTINUED)

Eligibility to Receive Donations

To receive donated leave credits, an employee must meet the following criteria:

- Must have satisfactorily completed 12 months of contractually appointed employment within any CSEA bargaining unit with the District.
- Be absent due to non-occupational, catastrophic personal illness or injury.
- Have exhausted all leave accruals and extended salary disability benefits.
- An employee seeking leave donations shall notify the Assistant Superintendent for Business or designee, in writing, of his/her request for donations and supply appropriate medical documentation (including a second opinion, if requested by the Director of Human Resources or designee). Such medical documentation shall state a diagnosis and prognosis of illness/injury.

Use of Donated Credits

The Director of Human Resources or his/her designee shall notify the CSEA Unit President of the request for donated credits. The Assistant Superintendent for Business or designee and the CSEA Unit President (or designees) shall confer about the request for credits. The Director of Human Resources or designee, in consultation with the Unit President, will make a determination as to the merit of the request. If the request is denied, the individual seeking the credits shall have the right to appeal to the Superintendent for a ruling on this matter. Such appeal must be submitted in writing to the Superintendent within one month of the date of the initial denial.

If the request for credits is approved, CSEA shall solicit unit membership for donations and notify the District as to which donations will be applied to the case in question.

Employees receiving donated credits shall receive no more than thirty (30) work days of time from this unit.

Normally, donated credits will only be available for periods of continuous absence. However, in certain cases of intermittent absence in connection with catastrophic personal illness, donated time may be utilized. For example, an employee undergoing a series of chemotherapy treatments, which require short-time absences from work, may receive donated credits.

ARTICLE V (CONTINUED)

Eligibility to Donate Credits

Employees who wish to donate credits must fill out a leave donation form (pg. 9). Employees may donate sick time, provided, that the donating employee retains five (5) days of sick time accruals after making such donation. Each employee may donate only one (1) day for each solicitation.

NORTH COLONIE CENTRAL SCHOOL DISTRICT
91 FIDDLERS
LATHAM, NY 12110

TO: UNIT PRESIDENT
NORTH COLONIE UNIT OF CSEA – AIDES UNIT

LEAVE DONATION FORM –1 (ONE DAY)

Name of Donor Employee

Name of Recipient Employee

Title of Donor Employee

Employee ID Number

Donor Employee's Work/Unit Phone

I hereby authorize the Payroll office to deduct from my sick leave balance (one) 1 day to be used as sick leave by the recipient named above. I certify that this donation does not cause me to drop below a balance of five (5) total days of sick leave as of the date this donation is submitted.

I agree to allow my name to be released to the recipient.

Do not release my name to recipient.

Date

Signature

ARTICLE V (CONTINUED)

Section 3 - Disability Salary Extension

Any employee who has worked continuously for the District for three (3) years or more and such employee being totally disabled and unable to work, as supported by an acceptable doctor's excuse clearly stating the employee's diagnosis, prognosis, and treatment plan, and having exhausted his/her sick leave, will be paid full salary in one (1) month increments, up to a total of three (3) months according to what would be his/her normal pay periods. Each one (1) month block of time, or portion thereof, must be supported by an acceptable doctor's excuse clearly stating the employee's diagnosis, prognosis, and status report of patient's progress.

However, before disability benefits begin, there will be a fifteen (15) working day waiting period. The last fifteen (15) days of accumulated sick and/or personal leave may be applied against the waiting period provided the person is totally disabled for the same or a related illness immediately preceding the beginning of disability payments. If such employee is allowed to return to a reduced schedule while recuperating and prior to the exhaustion of the Disability Salary Extension, such employee will be paid at the regular rate for the hours actually worked. The charge against the Disability Salary Extension leave for his/her limited disability will be prorated so that only the time used will be charged against the time still available. During this work - recuperation period, the employee will earn sick leave on a prorated basis for the hours actually worked.

Such person returning to work shall, for the time used, restore it at the rate of one (1) month per year.

This is clearly intended for the long-term, rather than the short-term disability. Whenever the phrase "long-term disability" and/or "short-term disability" is used, it is intended to be applied to mean that a "long-term disability" would include such things as a heart attack or major surgery where early return to work would be ill-advised, and "short-term disability" would mean the absence after all accumulated sick leave had been used up for such things as the flu, a virus, etc.

It should be noted that FMLA (Article V, Section 6) runs concurrently with the Disability Salary Extension described herein.

Section 4 - Leave for Religious Holidays, Legal Proceedings, Death In Family

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

ARTICLE V (CONTINUED)

- (a) Not to exceed three (3) days for religious holidays that require absence during working hours. Religious holidays that start after working hours are not included in this article and absence will only be excused from the starting time of the holiday.
- (b) Any time necessary for appearances in any legal proceedings connected with employment or with the school system, or for the performance of jury duties, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. An employee taking such leave shall reimburse the school District in the amount of any fees he/she receives as a juror or witness, excluding travel pay.
- (c) Time not to exceed five (5) bereavement days for the death of the employee's mother, father, step-mother, step-father, spouse, sibling, step-sibling, legal guardian, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, person over whom the employee has general power of attorney, child or step-child to be utilized at the option of the employee and with prior supervisory approval.
- (d) Time not to exceed one (1) bereavement day for brother-in-law or sister-in-law.
- (e) Personal leave, if available, may be used for bereavement purposes for individuals not listed herein in paragraph "C" and "D" upon approval of the Director of Human Resources or designee.

Section 5 – Disability Leave / Child Care Leave

- (a) **Pregnancy Related Disability Leave** – A member of the unit may use accumulated paid personal sick leave she may have during the period of disability immediately prior to and following childbirth, or any other period of disability certified by a physician as associated with pregnancy. The District reserves the right to require a physician's certificate verifying the employee's disability.
- (b) **Child Care Leave** – A full-time member of the unit may request unpaid child care leave in accordance with the provisions set forth below. Any request for child care leave is subject to the recommendation of the Superintendent and the approval of the Board of Education. Such leave may be granted or denied at the sole discretion of the District, except as may be required by the federal Family Medical Leave Act ("FMLA").

ARTICLE V (CONTINUED)

- (i) Child care leave is only available to a full-time employee who has held continuous permanent appointment with the district for at least three (3) years prior to the requested start date of the child care leave;
- (ii) The employee must request child care leave at least five (5) months prior to the requested start date of the leave, unless medical circumstances do not permit such notice in which case, it shall be requested as soon as possible. The request shall set forth the requested commencement and termination dates of the leave;
- (iii) The requested child care leave must commence at the end of the pregnancy related disability for female employees and upon birth of the child for male employees and on the date of adoption for any employee requesting child care leave associated with adoption. In the case of adoption of a preschool-aged child or hard-to-place handicapped child, such leave shall be in accordance with, and limited by, New York Labor Law Section 201-c;
- (iv) An employee on unpaid child care leave may continue membership in the District's group health insurance upon payment of the employee's share of the premium for the period of time covered by FMLA, if eligible, and subsequently the full cost of the premium (on a monthly basis in advance) to the District;
- (v) An employee on child care leave must return to work no later than one (1) year following the date of birth or adoption. Unless extenuating circumstances exist as approved by the Superintendent, child care leave shall end at the start of a semester or school year only. An employee on child care leave must provide written notice to the Superintendent three (3) months prior to the expiration of the leave of his/her intent to return to employment (by March 1 for September returns and by October 1 for second semester returns). Failure to provide notice shall constitute a resignation from employment by the employee.
- (vi) Upon return from child care leave, the employee may be assigned by the District to any position consistent with the employee's job classification; and,
- (vii) No employee shall be eligible for another child care leave under this section until the employee has returned to full-time employment for a period of service of at least one (1) cumulative year or has performed a minimum of 1,250 hours of service during the twelve (12) consecutive months immediately preceding the date the leave is requested to begin.

ARTICLE V (CONTINUED)

(c) To the extent an employee is eligible for leave pursuant to the federal Family and Medical Leave Act, absences for pregnancy related disability leave and/or child care leave will constitute leave pursuant to FMLA in accordance with Section 6 below. In addition, to the extent an employee is eligible for FMLA, such unpaid child care leave shall be granted to the extent required by FMLA.

Section 6 - Family and Medical Leave

In accordance with the Federal Family and Medical Leave Act, the District will grant family and medical leave up to a total of twelve (12) weeks per twelve (12) month period to eligible employees.

During periods of absence due to Family and Medical Leave, employees' health insurance will continue at the active employee rate of contribution.

Leave time beyond the twelve (12) weeks provided herein shall only be limited by other provisions of this contract.

The District utilizes a rolling calendar year based on date of first incident.

ARTICLE VI

PENSION

Section 1 - Pension Plan

All employees represented by this CSEA unit shall be entitled to be and/or become members of the New York State Employees' Retirement System, and in conjunction with Section 75i of the Retirement and Social Security Law, shall be entitled to the full benefits of the aforementioned retirement system plan.

**ARTICLE VII
HEALTH AND DENTAL INSURANCES, LIFE INSURANCE,
FLEXIBLE BENEFITS PLAN**

Section 1 – Health and Dental Insurances

- A. All members of the CSEA unit shall be entitled to participate in one (1) of the District offered health insurance plans. The District shall contribute 67%, starting September 1, 2018, of the premium towards the cost of plan.

The District agrees that part-time employees hired by the District as aides are members of the unit as set forth in Article I, Section 1. Consistent with Article VII of the Agreement, part-time aides, hired prior to July 1, 2015, subject to the conditions set forth below, shall be offered health insurance at the same level of benefit and contribution requirement as full-time members of the bargaining unit. Part-time aides hired after July 1, 2015 shall be offered health and dental insurance at a pro-rated contribution amount, based on his/her FTE in this unit.

The parties understand that part-time aides may be hired to provide short term coverage in situations that may only last days or weeks while other part-time aides are employed knowing at the commencement of their employment that they will be employed for a longer period of time. Consistent with this understanding and in recognition of the administrative and cost aspect of providing health insurance, the parties have agreed to the following:

- a.) When an aide is hired for a period known by the District to be three (3) months or more, then such employee shall be offered health insurance commencing with the 1st of the month immediately succeeding their appointment. Such part-time aides shall be dues paying members of the bargaining unit from the initial date of hire;
- b.) When an aide is hired for an unknown period of time, he/she shall be hired as a temporary employee subject to a six (6) month limitation period. The six (6) month limitation must be within a one (1) year period from the start of the assignment, For that period of six (6) months, or less, the employee is not eligible for health insurance. In the event the individual's employment lasts more than six (6) months in a single assignment, commencing from the start of that assignment, the employee shall be offered health insurance commencing with the 1st of the month immediately succeeding six (6) months of employment. The District will provide the Unit President with the name, date of the start of the assignment and work location, when a temporary employee completes five (5) months in a single assignment.

ARTICLE VII (CONTINUED)

The following plans are currently available to employees:

- NYSHIP "Empire" plan, (Core Plus Psychiatric enhancements)
(\$20 co-pay -- \$5/15/30 Rx)
- Mohawk Valley Physicians CO Plan 25
(\$25 co-pay -- \$5/20/40 Rx)
- Mohawk Valley Physicians CO Plan 25/40
(\$25/40 co-pay -- \$5/20/40 Rx)
- Capital District Physicians Health Plan
(\$25 co-pay -- \$5/25/40 Rx)
- Capital District Physicians Health Plan
(\$25/40 co-pay -- \$5/25/40 Rx)

If any health plan shall cease offering the current level of doctor visit or prescription co-pays (as noted herein), the District will continue coverage at the next lowest co-pay level available. If riders are available to maintain current level of benefits, the District will purchase said riders. The District will notify employees before the next open enrollment period of any changes made to any plan by any insurance company. All employees have the option to make changes to their health insurance coverage during two (2) open enrollment periods, December for changes effective in January and June for changes effective in July.

Health Insurance Payroll Deductions – New Hires and returning employees:

New Employee: Starts working September.
Deductions start with the first pay in September.
Health Insurance coverage starts October 1.
There are 20 pay periods from September 1 through June 30.
Health Insurance deductions will occur for each of these 20 pay periods for coverage October 1 through August 31.

Returning Employee:
Health Insurance is paid for through July 1 of the prior school year.
There are 20 days from September 1 through June 30.
Health Insurance deductions will occur for each of these 20 pay periods for coverage from July 1 through August 31.

Health insurance deductions for new employees will start upon employment, with coverage effective the first day of the following month.

ARTICLE VII (CONTINUED)

B.1. Employees with at least fifteen (15) years of full-time District contractually approved status, who retire after June 30, 2015, having reached the age of 55, or are qualified for a NYS disability retirement, will be eligible for continuation in the health insurance program, with the District making the same contribution as an active employee towards the cost of the employee selected individual health coverage until age 65. Retirees who do not elect health insurance upon retirement will have the option of opting in upon written notice to the District, at the next available open enrollment period or due to a qualifying event.

B.2. When the retired employee reaches age 65, having met the threshold requirements outlined in B.1., the District shall contribute the sum of \$956 annually to continuing District health insurance coverage, or to any other plan that is mutually agreed upon.

C. Medicare Advantage

Retirees who are Medicare eligible may be offered optional voluntary enrollment in two (2) federally subsidized HMO plans. In 2012-2013, these two (2) plans are CDPHP Group Medicare Choice and Part D and MVP Medicare Gold.

Retirees will retain their option to change or return to any of the health plans offered in the contract during the open enrollment periods of December (for January 1st) and June for (July 1st) without penalty.

Spouse's coverage (non-employees), even if under a separate policy, is subject to the same restrictions and limitations contained in the collective bargaining agreement as for non-Medicare plans.

Spouses of deceased retired members of the plan may be retained as members of the plan providing they pay the total premium thereby incurred.

D. Dental

The Unit President or his/her designee shall be entitled to attend and observe any labor/management committees that may be convened with the Non-Instructional Unit to review dental coverage options.

ARTICLE VII (CONTINUED)

Section 2 - Life Insurance

All members of the CSEA unit shall be entitled to a life insurance program, with benefits equal to twice the employees' annual base salary, with all premiums paid by the District. Beginning with the 2004 calendar year, the District will include on the employee's W-2 the value of the life insurance benefit as per applicable IRS regulations.

Section 3 - Flexible Benefits Plan

An expanded Flexible Benefits Plan, as permitted by Section 125 of the Internal Revenue Code, will be provided (on a voluntary basis) to all employees covered by this agreement.

Section 4 - Dental and/or Vision Plan

(a) A self-funded dental plan will be available to the membership with Delta Dental as the third-party administrator. Decisions to change the third-party administrator, select a new dental plan, or implement other changes will be jointly made by the unit and the District, in collaboration with the other units that participate in this plan. The dental plan will have an annual cap of \$3,000 per each covered life for active employees covered by the plan. Effective October 1, 2018, the Dental plan offered to this unit will be Guardian Dental . Dental insurance cannot be continued into retirement.

The District will continue to contribute the following percent of dental premiums, effective October 1, 2018:

<u>Plan</u>	<u>District Share</u>	<u>Employee Share</u>
Individual	67%	33%
2 person	67%	33%
Family	67%	33%

(b.) The District shall permit bargaining unit members {and their dependents} to enroll, at the sole expense of the members, in the CSEA Employee Benefit Fund Solstice Dental and/or Vision Plans (s) for the period beginning July 1, 2011. The cost of such coverage shall be paid by each enrolling member. The District will not provide payroll deductions for said premiums.

Effective October 1, 2018, members of the Association will be eligible to enroll in the Blue View vision plan. The District's contribution towards the cost of the plan will be 67%. The vision benefit will not be eligible in retirement.

ARTICLE VIII

PROTECTION OF EMPLOYEES, WORKERS' COMPENSATION

Section 1 - Assault

1. Employees will immediately report all cases of assault suffered by them in connection with their employment to their Director of Pupil Services/Director of Technology or their designee, in writing.

This report will be forwarded to the Assistant Superintendent for Business or designee, who will comply with any requests from the employee for information relating to the incident or persons involved.

Section 2 - Indemnification

1. The School District agrees to hold employees "harmless" from any financial loss, including attorney's fees (hired by the District), arising out of any claim, demand, suit, criminal prosecution or judgment, by reason of any act or omission to act by such employee within or without the school buildings, provided such employee, at the time the act or omission complained of, was acting in the discharge of duties within the scope of employment or under the direction of the School District.

This includes financial loss resulting to an employee from taking students on trips authorized by the administration of the School District, provided the employee was acting in the discharge of duties within the scope of employment. In view of the fact that the School District cannot legally reimburse an employee for any additional premium on automobile insurance that may result from an accident occurring on such a trip, no employee may be required to use a personal automobile for such trip.

2. Employees or their agent shall notify the Assistant Superintendent for Business or designee, through the Building Principal and Supervisor, of any accident or claim against them which might be covered by this section within ten (10) days after the accident occurs or the employee knows of the claim. In addition, an employee shall not be entitled to the protection of this article unless within five (5) days of the time the employee is served with any summons complaint, process, notice, demand or pleading, the original or a copy thereof is delivered to the Assistant Superintendent for Business or designee.

ARTICLE VIII (CONTINUED)

Section 3 - Incident Reporting

All employees shall notify the Building Principal and Supervisor, in writing, of any incident in which it has been found necessary to use physical intervention on a pupil.

Such notification shall take place on the day on which such incident occurs. In cases where the employee does not interpret the action as physical intervention, such notification shall be given when requested.

Section 4 - Personal Property Damage

The School District will indemnify employees for damage caused without negligence on the part of the employee, to personal property necessary to be used in the discharge of duties while the employee is acting within the scope of employment at North Colonie Schools. Such an indemnification is subject to a five-dollar (\$5.00) deductible and shall be determined by the Assistant Superintendent for Business or designee on the basis of satisfactory explanation and proper depreciation of the article in question. Theft or other disappearance of personal property is not covered by this section.

Section 5 – Workers' Compensation

All employees represented by the CSEA unit shall be covered by and entitled to benefits provided by New York State Workers' Compensation Law.

**ARTICLE IX
REDUCTION IN STAFF**

Section 1 – Minimum Educational Aide Positions

There shall be no loss of Educational Aide positions existing on July 1, 1995 (these positions number 29.8), or of their hours of work by reason of the District assigning job-coaching duties to persons other than Educational Aides.

Section 2 – Layoff Procedures

Senior employees, defined as those with five (5) years' experience whose positions are eliminated, may bump a less senior employee within their own position in the following categories:

1. Elementary Computer Aide
2. Secondary Computer Aide
3. Elementary Educational Aide
4. Junior High Educational Aide
5. High School Educational Aide

Bumping is allowed back to a level in which the employee previously worked at least one (1) year and had acceptable evaluations over the term in that area.

Educational Aides assigned on a one-to-one basis pursuant to a student individual education plan may not be bumped.

**ARTICLE X
RECIPROCAL RIGHTS**

Section 1 - CSEA Representation

The Board recognizes the right of District employees to designate CSEA representatives to appear on their behalf in collective bargaining, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours, but not to interfere with the representative's or employee's duties. Such representatives shall also be permitted to appear at hearings upon the request of the employees.

ARTICLE X (CONTINUED)

Section 2 - Fair Administration

The Board shall administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall comply with all Federal and New York State laws with regard to non-discrimination.

Section 3 - Posting of CSEA Communications

The CSEA shall have the right to post notices and other communications on existing CSEA-designated bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Superintendent.

Section 4 - Unit Notice

- A. Upon written request from the Unit President or her designee, the District shall supply a listing of all unit employees. Such list shall include employees' home addresses, titles and work locations. Such listing shall be supplied twice annually.

Section 5 - No Change in Board Policy Without Prior Notice

The Board agrees that there shall be no change in the written policy which affects terms and conditions of employment without prior notice to the CSEA that it is considering such a change. The CSEA shall then have the right to discuss such items with the Board by filing a request with the Board no later than five (5) calendar days after receipt of said notice.

Section 6 - CSEA Released Time for Meeting

Elected CSEA Unit Officers shall be allowed up to two (2) work days for statewide or county CSEA annual meetings.

ARTICLE X (CONTINUED)

Section 7 - Status of Agreement vs. Conflicting Board Regulations

This agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. The terms of this Agreement, which require legislative action, shall be incorporated into and be considered part of the established policies of the Board.

Section 8 - Notices re: Continuation of Employment

Notices from the Superintendent with regard to continuation of employment shall not be considered a violation of the terms of this agreement.

Section 9 - Printing Expense

Copies of this Agreement shall be given to all employees now or hereafter employed by the Board. Printing costs will be paid for by the CSEA.

Section 10 - Rights Previously Accorded

Any rights, privileges, or benefits already accorded to the employees of the North Colonie Central School District shall not be rescinded, except as a result of collective bargaining.

ARTICLE XI

DISCIPLINE

Section 1 - Questioning of Employees: An employee who at the time of questioning by a representative of the employer appears to be the potential subject of a disciplinary action, shall have the right to representation by a CSEA representative(s) and shall be notified of such right in advance of any questioning. If representation is requested and not available, a reasonable period of time shall be afforded to obtain such representation. Such representation shall also be provided for any informal meeting discussed below.

Section 2 - Employees Covered by CSL Section 75: Except as provided below, the discipline of Employees covered by the provisions of Civil Service Law Section 75 shall be governed by the procedures required therein. However, in order to apply the concept of progressive discipline in appropriate circumstances, even those employees covered by Civil Service Law Section 75, are subject to the following penalties without the District first complying with Section 75:

- A. Reprimands may be issued by the director of the department after an informal meeting with the employee; and,
- B. Upon approval of the Assistant Superintendent for Business or designee, a penalty of suspension without pay of not more than three (3) days or a fine not to exceed three (3) days pay (up to a maximum of \$200), may be administered after an informal meeting conducted by the director of the department or Assistant Superintendent for Business or designee. The penalty may be administered immediately.

Section 3 - Employees Not Covered by Section 75: For those employees who are not covered by the provisions of Civil Service Law Section 75, discipline up to and including dismissal may be imposed after first providing the employee with the opportunity for an informal meeting at which the issue(s) leading to imposition of discipline are discussed and the employee is provided the opportunity to respond. The District has the right to suspend an employee without pay pending the holding of such an informal meeting.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1

Whereas the maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is important to secure equitable solutions to alleged grievances.

Section 2

1. Grievance - a claim by an aggrieved party based upon any claimed violation of this agreement, rules, regulations or policies of the Board or administration.
2. Aggrieved Party - shall mean any person or group of persons within the negotiating unit directly affected by the grievance claim.

Section 3

A. Stage I

Within fifteen (15) days of the time the aggrieved party knew or should have known, of the act or condition on which the grievance is based, the aggrieved party, either directly or accompanied by a building representative, will present the grievance orally, with a written copy, to his or her immediate supervisor. Educational Aides will present to the Assistant Director of Pupil Services at the Elementary and Junior High levels; or the Supervisor of Special Education at the High School level, (if the immediate supervisor is the Assistant Director or Supervisor of Special Education, the Director shall be present), and Computer Room Aides will present to the Director of Technology.

Such meeting with the immediate supervisor will be held during non-school hours unless there is mutual agreement for other arrangements.

Within five (5) school days, or by a mutually agreed day, of the oral and written presentation, the immediate supervisor shall give to the aggrieved party an oral and written response.

ARTICLE XII (CONTINUED)

B. Stage II

If the grievance is not resolved, in the opinion of the aggrieved party, by such response, within five (5) school days of the response, the aggrieved party shall state the grievance in writing, sign and file it with the Assistant Superintendent for Business or designee.

Within ten (10) school days, or by a mutually agreed day, after receiving the grievance, the Assistant Superintendent for Business or designee shall communicate an answer, with supporting reasons, in writing to the grievant and the building representative.

C. Stage III

- 1) If the aggrieved party and the Association feel that the grievance was not resolved at Stage II, the grievant will file an appeal in writing with the Superintendent within ten (10) school days after receiving the decision at Stage II.
- 2) Within fifteen (15) school days, or by a mutually agreed day, after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. All those listed in Stage II shall have a right to participate in this stage of the procedure. No material, allegation or remedy not presented at Stages I and II may be introduced at Stage III. The aggrieved party and the Association shall have the right at the hearing to confront and cross-examine all witnesses, to testify and call witness on behalf of the aggrieved party and to be furnished with a copy of minutes of the proceedings at each stage of the grievance procedure, such minutes were recorded.
- 3) Within ten (10) school days, or by a mutually agreed day, after the conclusion of the hearing, the Superintendent shall render a written decision on the grievance and forward same to the aggrieved party and the Association.
- 4) The decision at Stage III shall be final.

ARTICLE XIII

JOB POSTINGS, PROBATIONARY TERM

Section 1 - Job Postings

All job openings will be posted in accordance with District procedures. Each posting will indicate where the anticipated opening is located (elementary or secondary). Employees who wish to transfer should apply for said vacancy(ies).

Section 2 - Probationary Terms

Probationary terms shall be in accordance with the Albany County Civil Service Rules and Regulations.

ARTICLE XIV

TRAINING

The District shall make every effort to provide one (1) paid inservice training annually on issues of importance to the unit employees. Such training shall be jointly determined by the CSEA and the Administration.

ARTICLE XV

EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is provided free of charge to all employees of this unit and their immediate families. The EAP provides confidential counseling service currently through Capital EAP at 1-800-777-6531. At this time, counseling is provided for issues such as: stress on the job and at home, depression, anxiety, phobias, marriage, children, gambling, eating disorders, alcohol assessment, substance abuse assessment, domestic abuse, career transition, self esteem, and managing change.

SCHEDULE A

EDUCATIONAL AIDES

<u>YEAR</u>	<u>NEW HIRES STARTING RATE</u>	<u>RETURNING EMPLOYEES ANNUAL % INCREASE</u>
2018-19	\$15.63	3.50%
2019-2020	\$16.22	3.75%
2020-2021	\$16.87	4.0%

Educational Aides - Salary Note: Annual Salary = Hourly Rate x 1,200 Hours Per Year (for a 6.5 hour per day employee) and includes payment for six (6) holidays.

COMPUTER ROOM AIDES

<u>YEAR</u>	<u>NEW HIRES STARTING RATE</u>	<u>RETURNING EMPLOYEES ANNUAL% INCREASE</u>
2018-19	\$16.63	3.50%
2019-2020	\$17.25	3.75%
2020-2021	\$17.94	4.0%

Computer Room Aides - Salary Note: Annual Salary = Hourly Rate x 1,400 Hours Per Year (for a 7.5 hour per day employee), and includes payment for six (6) holidays.

SALARY NOTES FOR EDUCATIONAL AIDES AND COMPUTER ROOM AIDES:

Longevity to be paid as follows:

- \$400 at the completion of 3 years of service
- \$600 at the completion of 10 years of service
- \$800 at the completion of 15 years of service
- \$1000 at the completion of 20 years of service

Longevity will be totally included into the base salary prior to the computation of the following year's annual salary and are cumulative. Longevity payments shall be added to the employee's base salary effective September 1st. If an employee will hit a milestone in the upcoming school year, the full longevity amount will be given on September 1st of that milestone year.

Extra Time Worked

Extra time worked will be paid on the next regularly scheduled payday for employees who work approved extra time. Deductions will be made on the next regularly scheduled payday for employees who exceed their accrued leave time(s).

New Hires - The District may hire above starting rate after consultation with the Union.