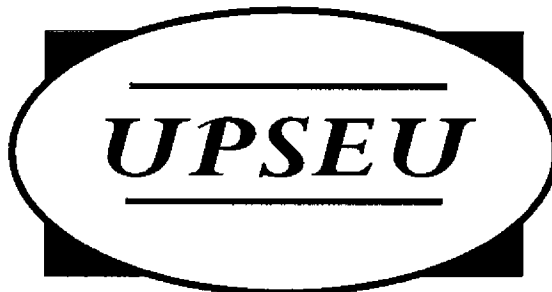


COLLECTIVE BARGAINING AGREEMENT

By and Between

SOUTH COLONIE CENTRAL SCHOOL DISTRICT
and



UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2010 - June 30, 2015

TABLE OF CONTENTS

ARTICLE I	
RECOGNITION	1
ARTICLE II	
RIGHTS OF EMPLOYEES	1
ARTICLE III	
SAVING CLAUSE	2
ARTICLE IV	
PROVISIONS OF TAYLOR LAW	2
ARTICLE V	
NO DISCRIMINATION	2
ARTICLE VI	
JOINT COMMITTEE	3
ARTICLE VII	
GRIEVANCE PROCEDURE	3
ARTICLE VIII	
DISCIPLINE	5
ARTICLE IX	
JOB SECURITY - SENIORITY - POSITION OPENINGS - TRANSFERS - LAYOFF	6
ARTICLE X	
LEAVES OF ABSENCE	10
ARTICLE XI	
PERSONNEL FILES	11
ARTICLE XII	
WAGES/LONGEVITY	11
ARTICLE XIII	
HOURS OF WORK	13
ARTICLE XIV	
OVERTIME	14
ARTICLE XV	
HOLIDAYS	15
ARTICLE XVI	
VACATIONS	15
ARTICLE XVII	
ABSENCES AND LEAVES	17
ARTICLE XVIII	
PART-TIME EMPLOYEES	20
ARTICLE XIX	
INSURANCE AND ANNUITIES	22
ARTICLE XX	
RETIREMENT AND DEATH BENEFIT	24
ARTICLE XXI	
RETIREMENT INCENTIVE	25
ARTICLE XXII	
DURATION	26
APPENDIX A	
SALARY RANGES 2010-2015	27

DEFINITIONS

Superintendent: The Superintendent of South Colonie Central School District.

Assistant Superintendent for Management Services: The Assistant Superintendent for Management Services of the South Colonie Central School District.

ARTICLE I RECOGNITION

Section A The Board of Education of South Colonie Central School District, hereinafter "District", recognizes the United Public Service Employees Union, hereinafter "Union", as the exclusive negotiating representative for the District Office Unit which is defined as all non-teaching employees at the District Office, the senior typist and the account clerk in the school lunch supervisor's office and two (2) senior typist positions in the pupil services office.

The civil service titles covered by this Agreement are as follows: Special Education Assistant; Keyboard Specialist; Senior Keyboard Specialist; Account Clerk - Typist; Account Clerk; Senior Account Clerk; Senior Account Clerk - Typist; Senior Clerk; Principal Account Clerk.

The following titles are excluded from the Unit: Custodian, Messenger, Secretary to the Superintendent, Secretary to the Assistant Superintendent for Management Services, Sr. Typist in the Superintendent's Office, Programmer Analyst, Programmer, Programmer Trainee, Computer Operator, Secretary to Administrative Assistant for Business (one position), Secretaries to the Assistant Superintendent for Human Resource (two full time positions), Secretary to the Assistant Superintendent for Instruction (one position), Head Payroll Clerk, District Treasurer.

Both parties agree that exclusive representation privileges carries with it concomitant responsibilities in seeing that each employee discharges his duties in a responsible and ethical manner.

Section B The Union affirms that it shall not cause, instigate, encourage or condone a strike, work stoppage, walkout or job slowdown.

Section C The District will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of members of the Union during the time that it is the recognized bargaining agent.

ARTICLE II RIGHTS OF EMPLOYEES

Section A Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Superintendent.

Section B Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from the Superintendent or his representatives.

**ARTICLE III
SAVING CLAUSE**

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

**ARTICLE IV
PROVISIONS OF TAYLOR LAW**

Section A The following provisions of the Taylor Law are mandatory in all Agreements negotiated after April 1, 1969:

"S204-a. Agreements between public employers and employee organizations. 1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement.

"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 FUND THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section B Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notices in the document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

Section C Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE V
NO DISCRIMINATION**

Article 15, Section 296 of the HUMAN RIGHTS LAW states:

"296. Unlawful discriminatory practices. 1. It shall be an unlawful discriminatory practice:

- (a) For an employer, because of the age, race, creed, color, national origin or sex of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.
- (b) For a labor organization, because of the age, race, creed, color, national origin or sex of any individual to exclude or to expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer.

ARTICLE VI JOINT COMMITTEE

The parties have agreed that the Assistant Superintendent for Management Services and the Union shall each designate not more than four (4) representatives who shall confer at least once a month at mutually convenient times outside the work day to discuss the administration of this Agreement and problems involving Union employees. The goals and objectives of this Committee shall be to develop a fuller understanding of each of the parties' rights and responsibilities and to foster cooperation between the District Office administration, non-teaching supervisors and the employees covered under this Agreement.

ARTICLE VII GRIEVANCE PROCEDURE

Section A Definition of Grievance

- 1. A grievance is an alleged violation, misinterpretation or inequitable application of the terms of this Agreement, of Board Policy, of Administrative Regulations or of bulletins issued by the Superintendent, Assistant Superintendent for Management Services or an Administrative Assistant, which affects the terms and conditions of employment.
- 2. Grievance shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or rules and regulations having the force or effect of law.

Section B Right of Grievance

It is understood that the Union and the Superintendent agree to settle grievances as defined in Section A1. above within time limits prescribed. It is also understood that employees within the Union shall not be disciplined and/or discriminated against for filing a grievance.

The Union may file a class action grievance on behalf of five (5) or more Union employees who have allegedly been aggrieved as defined in Section A1. above.

Section C Procedures for Processing Grievances

1. Union employees may elect to be represented by the Union.
2. Before filing a grievance, the employee(s) shall discuss any alleged violation with their immediate supervisor. Alleged violations not settled at this stage become grievances and shall follow steps listed below.
3. Grievances shall be filed promptly but not more than thirty (30) working days after the aggrieved employee(s) has knowledge of such alleged violation. If a grievance is not filed within the time limit, it shall be deemed to have been abandoned and shall be considered settled.

FIRST STEP

Grievances shall be filed with an Administrative Assistant or his/her designee. The Administrative Assistant or his/her designee shall hold a hearing within five (5) working days after the grievance has been filed. The person holding the hearing shall answer the grievance in writing within five (5) working days after holding the hearing. A written decision shall be returned to the person filing the grievance.

If the written decision is not rendered within the specified time, the grievance shall be considered granted.

SECOND STEP

Within five (5) working days after receipt of the written decision from the First Step, the aggrieved party may file an appeal with the Assistant Superintendent for Management Services, or his/her designee. The Assistant Superintendent for Management Services, or his/her designee shall hold a hearing within five (5) working days after receipt of the appeal. The Assistant Superintendent for Management Services shall render a decision in writing within five (5) working days after holding the hearing. The written decision shall be returned to the aggrieved party.

If the written decision is not rendered within the specified time, the grievance shall be considered granted.

THIRD STEP

A grievance may be appealed to arbitration in the Third Step by written notice sent by the Union to the Clerk of the Board of Education by registered or certified mail, return receipt requested, within thirty (30) days after the date of the Assistant Superintendent for Management Services decision in the Second Step.

A dispute may be referred to an impartial arbitrator if it involves the interpretation or application of an alleged violation of the terms and conditions of this Agreement. The impartial arbitrator shall be selected through the medium of rules of the American Arbitration Association. A decision reached by an arbitrator shall be binding upon both parties to the Agreement.

The fees and expenses of the Arbitrator shall be paid equally by the Board of Education and the Union.

The Arbitrator shall have thirty (30) days after the final arbitration hearing before the parties to render a decision (unless time limitation is extended by mutual agreement) and if no decision can be reached within that period either side shall have the right to dismiss the arbitrator and the matter will be referred to the American Arbitration Association for disposition.

Section D General Provisions

1. Time limits prescribed in Steps 1 and 2 may be extended upon mutual agreement between the aggrieved party and the Superintendent.
2. Where a settlement of a grievance involves payment to the employee, said payment shall be made by the second payroll period after the settlement has been made.
3. Hearings on Steps 1, 2 and 3 shall be held outside the scheduled workday.
4. Any costs incurred in Steps 1 and 2 shall be borne by the party securing said material or service.

**ARTICLE VIII
DISCIPLINE**

Section A Discipline is defined as occurring when an administrator or supervisor calls an employee in to warn him/her of the possibility of dismissal as the result of continued unsatisfactory work or actions.

Section B An employee of the Unit called in for discipline shall have the right to be accompanied by a representative of the Union.

Section C Any recommendation by an administrator or supervisor that an employee be discharged, must be made to the Assistant Superintendent for Management Services or his/her designated representative. The Assistant Superintendent for Management Services or his designated representative may make an immediate suspension, pending a hearing, if he feels the circumstances warrant such action.

1. The Assistant Superintendent for Management Services or his/her designated representative shall file charges against the suspended employee within five (5) working days of receipt of the suspension or discharge recommendations. The employee and the Union will be notified at once. A hearing will be held not less than eight (8) nor more than fifteen (15) days from the filing of charges.
2. The hearing will be conducted under Section 75 of Article 5 of the Civil Service Law.

Section D In the event that the hearing decision is in the employee's favor, the employee shall be reinstated and paid for all wages and benefits lost.

Section E It is further agreed between the Union and the Superintendent that new employees who have not served their probationary period shall not be considered as coming within the provisions and terms of this Article.

ARTICLE IX JOB SECURITY - SENIORITY - POSITION OPENINGS - TRANSFERS - LAYOFF

The Superintendent and the Union shall comply with New York State Civil Service Law and the County of Albany Civil Service Regulations.

The following are entered for clarity and information purposes:

Section A **Job Security**
Employees working in regular part-time positions with a position equivalency of .50 or more shall receive a permanent appointment provided the employee meets Civil Service Rules and Regulations and District policy requirements.

The probationary period for full time and regular part-time employees with a .50 position equivalency or more shall be twenty-six (26) weeks after receiving a provisional appointment.

Section B **Seniority**

1. Seniority shall begin after the employee has met all Civil Service requirements, completed a twenty-six (26) week probationary period and received a permanent appointment.
2. A seniority list for each job title within the recognized generic roots shall be published in the District Office and posted on the Union bulletin board and distributed to the Union Representatives by June 30 of each year. Employees' standing on the preferred list shall be determined by the date of their permanent appointment to a job title in the recognized generic roots of the District.

Seniority is accrued only by continuous service in full time, permanent, job equivalents. Full time is defined under Civil Service as anyone who has a position equivalent of .51 or more.

3. When two (2) or more employees are appointed as permanent employees on the same day and within the same classification, their seniority shall be determined by their rank on the eligibility list from which they were appointed.
4. The following are examples by which continuous service may be broken:
 - a. quit or discharge
 - b. exceeding the period of authorized leave of absence
 - c. refusal to accept a formal offer of a permanent position within ten (10) working days after the delivery of a registered, receipt requested letter.

Section C Position Openings

1. The Board of Education shall determine the number of non-teaching positions.
2. Permanent positions within the clerk, data processing and stenographic generic root classifications will be filled in the following manner:
 - a. Albany County Civil Service Commission will be informed when permanent positions with the generic roots listed as described are open.
 - b. Albany County Civil Service will be asked by the District if there is a certified list for the permanent job title open. If no official, certified list exists, notification of the opening with job description will be posted in all District buildings for a period of five (5) working days.
 - c. At the end of the five (5) work day period, those applicants for the permanent position from within the District shall be interviewed. Those applicants from outside the District selected by the screening committee shall be interviewed for the open permanent position as well.
 - d. All applicants for the open permanent position from within the District will be interviewed along with those outside applicants selected by the screening committee by a two (2) person interview committee, one of whom will be the immediate supervisor of the open position.

Length of service (seniority) and the ability to perform the work shall be among the factors that shall govern.

- e. The interview committee will make its recommendation to the Superintendent of its selection of an appointee to the vacant permanent position. This recommendation to the Superintendent will be made within a reasonable amount of time, not to exceed thirty (30) days following the interview.
 - f. Provisional appointees to vacant permanent positions will take the first scheduled appropriate Civil Service examination offered by the Albany County Civil Service Commission. The provisional appointee must pass the appropriate Civil Service examination and be one of the top three (3) on the certified list provided to the District by the Albany County Civil Service Commission.
3. Should an employee who has been promoted to a higher job title fail to qualify within sixty (60) days, and who still qualifies for his former job title, shall be returned to his former job title at his former rate of pay without loss of benefits or rights.
4. Temporary and part-time openings within the clerk, data processing and stenographic generic root class will be filled in the following manner:
- a. Temporary and part-time openings within the generic roots listed above will be posted within each building of the South Colonie School District for a period of five (5) work days.
 - b. At the conclusion of the five (5) work day posting period, those applicants from within the District for the temporary or part-time position along with those applicants from outside the District selected by the screening committee will be interviewed for the open temporary or part-time position.
 - c. The interviewing for the open temporary or part-time position will be held by a two (2) person interviewing committee, one of whom will be the immediate supervisor of the open temporary or part-time position.
 - d. The interviewing committee will make its recommendation to fill the temporary or part-time position to the Superintendent within a reasonable time, not to exceed thirty (30) days following the close of interviewing.

Section D Transfers

1. Permanent employees may request a transfer to open positions within generic root and job title. This request for transfer must be considered by the selection committee and will entitle the applicant for transfer to an interview. If the application for a transfer is not granted, reason must be given to the applicant by the immediate supervisor of the open permanent position. These reasons must be given, in writing, within a reasonable time, not to exceed thirty (30) days following the interview.
2. Vacancies resulting from illness, quarantine, leaves, vacations and jury duty may be filled on a temporary basis. A temporary job or transfer is where an employee assumes the total responsibilities of the absent employee.
 - a. The employee assigned to such job by the supervisor shall go to his/her present level within the grade of said absent employee but in no case shall the employee receive a rate less than he/she receives in his regular classification.
 - b. Where an employee is transferred from one job to another to insure orderly operation (not to exceed five (5) working days) such employee shall not be treated as provided in Section D 2.a. of this Article. Such transfers are not to be used repetitively.
 - c. The Board of Education reserves the right to transfer an employee to insure orderly operation of the school district. Such transfer shall not exceed five (5) working days except by mutual consent of the employee and the District.
3. An employee who moves from the South Colonie Unit of the Civil Service Employees Association into this Unit shall receive a raise equal to the difference between the bottom of the CSEA range and the bottom of the Union range. This amount of money will then be added to the employee's current salary and pro-rated under the remaining months of that school year. This becomes effective July 1, 1986 and is not retroactive.

Section E Layoff

1. Procedure
 - a. When an occupied position in the competitive class is abolished, a job layoff is to be made from among those employees holding the same job title in the District.
 - b. The order of layoff within the abolished job title is the inverse of the order of their original permanent appointments in classified service.

- c. When several employees were originally appointed on a permanent basis on the same day, their retention rights shall be determined by their rank on the eligible list from which they were appointed.
 - d. All temporary, provisional and probationary employees occupying abolished positions must be let go in that order before any permanent employee is laid off from such position.
 - e. The order of layoff among temporary provisional and probationary employees, in that order, shall follow the same principle as that among permanent employees.
2. Vertical Bumping
- a. Vertical bumping occurs when an employee in a specific job title to which there is a direct line of promotion within a generic root is laid off or displaced, displaces an employee in the next lower occupied job title in the common generic root having the least seniority, if the employee who seeks to replace has greater seniority standing.
 - b. If an employee refuses to displace another employee with less seniority, the employee refusing to displace shall be laid off. This, however, does not protect the junior incumbent from being vertically bumped by other incumbents with greater seniority who are also being displaced.
3. Retreat
- The right of retreat occurs when the displaced person has no lower occupied job title within the generic root to displace.
- a. An employee may retreat by displacing the incumbent with the least seniority rights who is serving in a job title in a generic root in which the displaced employee last served on a permanent basis, prior to service in the generic root from which he is currently being displaced.
 - b. Retreat may only occur where the position in the title formerly held by the displaced incumbent is occupied in the competitive class in the District and at a lower salary schedule.

ARTICLE X LEAVES OF ABSENCE

Section A All requested leaves for special circumstances for a limited time must be requested in writing. The Assistant Superintendent for Management

Services, at his discretion, will recommend the granting of the leave to the Superintendent who shall recommend it to the Board of Education for its consideration. A copy of all requests with their disposition will be given to the Union.

Section B All employees who are granted an unpaid leave by the Board of Education for not more than one (1) year shall be reinstated at the rate of pay which prevails for their classification. Seniority would cease to accumulate at the end of one (1) year from the date the leave was granted. If an employee is certified medically fit within one (1) year from the termination of the leave, the employee will be given a job in his/her classification when a job becomes available. If more than one (1) employee is involved within a classification, seniority will prevail in the reinstatement procedure.

Upon reinstatement, such employee's seniority would begin at the point at which it ceased to accumulate.

ARTICLE XI PERSONNEL FILES

Upon written request of the employee involved, employees will receive copies of all material placed in their personnel file with the exception of confidential recommendations from other than school district personnel. Any employee shall have the right, upon reasonable notice, to review his/her personnel file except as noted above in the presence of an appropriate official and to answer anything deemed to be unjust and/or inappropriate.

ARTICLE XII WAGES/LONGEVITY

Section A Salary Computations

Wages:

Effective July 1, 2010 - the wage rates of bargaining unit members shall be increased by 4.0%.

Effective July 1, 2011 - the wage rates of bargaining unit members shall be increased by 4.25%.

Effective July 1, 2012 - the wage rates of bargaining unit members shall be increased by 4.25%.

Effective July 1, 2013 - the wage rates of bargaining unit members shall be increased by 4.15%.

Effective July 1, 2014 - the wage rates of bargaining unit members shall be increased by 4.15%.

Section B Longevity

Effective July 1, 2010, there will be five (5) longevity steps of \$725 each. The first step will be attained after seven (7) years of service, the second

step will be attained after eleven (11) years of service, the third will be attained after fifteen (15) years, the fourth will be attained after nineteen (19) years of service and the fifth will be attained after twenty-three (23) years of service.

The 10 month proration for longevity shall be:

Effective	7/01/10	\$604
Effective	7/01/11	\$625
Effective	7/01/12	\$646
Effective	7/01/13	\$667
Effective	7/01/14	\$688

Longevity shall be increased as follows:

Effective July 1, 2011, the longevity steps shall be increased to \$750.00 each.

Effective July 1, 2012, the longevity steps shall be increased to \$775.00 each.

Effective July 1, 2013, the longevity steps shall be increased to \$800.00 each.

Effective July 1, 2014, the longevity steps shall be increased to \$825.00 each.

Section C Associate Degree/Bachelor's Degree Stipend

South Colonie Central School District agrees to provide a one (1) time payment of three hundred dollars (\$300) to any Union member who submits an official transcript documenting an Associates Degree from an accredited college or university regardless of the date the degree was earned.

South Colonie Central School District agrees to provide a one (1) time payment of four hundred fifty dollars (\$450) to any Union member who submits an official transcript documenting a Bachelors Degree from an accredited college or university regardless of the date the degree was earned.

Section D Direct Deposit

The District shall establish a procedure for direct deposit of payroll checks into banks designated by the District.

Section E Tuition Reimbursement

A Unit employee may submit requests to the Assistant Superintendent for Management Services, or designee, for approval to attend seminars and/or courses that are directly related to the Unit member's civil service classification and beneficial to the District. If approved and successfully completed, the Unit member may request reimbursement for fifty percent (50%) of the tuition cost of that seminar or course. Written proof of the successful completion will be required prior to reimbursement.

Section F Salary Ranges for 2010-2011 through 2014-2015 (Appendix A)
 An employee shall receive the below increases. The bottom and top of the ranges shall increase by the increases set forth below each July 1 during the term of this Agreement as follows:

	<u>Top of Range</u>	<u>Bottom of Range</u>
Effective July 1, 2010 -	increase 4.00%	increase 2.0%
Effective July 1, 2011 -	increase 4.25%	increase 2.125%
Effective July 1, 2012 -	increase 4.25%	increase 2.125%
Effective July 1, 2013 -	increase 4.15%	increase 2.075%
Effective July 1, 2014 -	increase 4.15%	increase 2.075%

Section G UPSEU employees may participate in the in-service program. In-service credit will be given for courses which are officially approved by the Board of Education, and shall be awarded on the basis of one (1) credit per nine (9) clock hours of instruction and shall be paid in one (1) credit increments. A unit member is limited to three (3) credits per year and a maximum of fifteen (15) credits per career unless there is a change in job title.

Support staff will be paid \$16 per credit hour or \$72 for a one (1) time payment. Approved courses must take place after normal work hours and the course fee must be paid by the employee. Courses submitted for in-service credit payments are not eligible for tuition reimbursement. In-service credits shall be processed October 1 and/or April 1.

ARTICLE XIII HOURS OF WORK

Section A Work Week

1. The regularly scheduled work week shall be five (5) days, consecutively, Monday through Friday.
2. The regularly scheduled work week shall be thirty-seven and one-half (37½) hours maximum with the exception of employees covered under Section C2 of this Article.

Section B Work Hours and Changes

1. All hours worked in excess of forty (40) hours in any one (1) week shall be paid at the employee's rate of pay on an overtime basis.
2. No employee shall have his regularly scheduled work week or work shift changed, except in an emergency, unless notified in writing of such change one (1) week in advance of the starting time.

Section C 12 Month Employees

1. Work Year
 The official work year for all twelve (12) month employees shall be July 1 through June 30.

2. **Work Day**

The work day shall be seven and one-half (7½) hours per day with the exception of all work days beginning on the Monday following the last day of school through Labor Day when the work day shall be seven (7) hours (8:00 a.m. - 3:30 p.m.). On a snow day the work day will be from 10:30 a.m. to 3:00 p.m.

Section D 10 Month Employees

Clerical employees shall work all days District schools are in session plus all week days beginning September 1 to the opening day of school in September and between the last day of school in June through June 30, plus school conference and workshop days. Ten (10) month clerical workers shall work a seven and one-half (7½) hour day. On a snow day the work day will be from 10:30 a.m. to 3:00 p.m.

Section E Employees who are requested to report to work by their supervisor and work an entire snow day (10:30 - 3:00) on a District declared snow day (school closing of an entire day) shall receive one half (½) day of compensatory time to be used at the employee's discretion.

Section F Employees who call in on a snow day will be charged one half (1/2) of a sick or vacation day.

**ARTICLE XIV
OVERTIME**

Section A Overtime shall not be subject to payment unless approved in advance by the Assistant Superintendent for Management Services or his designated representatives.

Section B Approved overtime shall be paid for all hours worked in excess of forty (40) hours in any one (1) week. Paid holidays, sick leave days and personal leave days shall be considered work days for the purpose of determining forty (40) hours.

Section C Overtime at the rate of two times (2x) the employees' regular rate of pay shall be paid for all hours worked on the seventh day of an employees regularly scheduled work week.

Section D All employees shall receive two times (2x) the employees' regular rate of pay for working on any of the holidays as defined in Article XV.

Section E Recall is defined as anytime an employee is called back by a supervisor to work after the completion of his/her regular work day.

Section F Employees recalled shall be guaranteed a minimum of three (3) hours pay at their overtime rate for each occurrence.

Section G Employees who are required to work on Saturday or Sunday by their supervisor shall be guaranteed a minimum of three (3) hours pay at their overtime rate.

ARTICLE XV HOLIDAYS

The following holidays listed herein shall be allowed as days off with pay:

Section A All 12 Month Employees

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

* These are paid holidays included in full time 10 month employees work year.

Section B In the event that any of these holidays fall on a Saturday or Sunday, the employees shall be entitled to take the preceding Friday or the following Monday as designated in the school calendar.

Section C When schools are closed early before a holiday or recess, employees will be allowed to leave the building as soon as possible after pupils have left according to a schedule determined by the Assistant Superintendent for Management Services.

Section D An employee who works on a holiday for which he is paid shall receive his holiday pay in addition to double time (three (3) days pay).

ARTICLE XVI VACATIONS

TWELVE MONTH EMPLOYEES

Section A An employee who begins work after July 1 shall receive pro-rated vacation according to the following schedule:

Full months employed	Vacation Days
11	9
10	8
9	7
8	6
7	5
6	4
5	3
4	2
3	1

No vacation time for two (2) full months or less.

- Section B** All twelve (12) month full time employees shall receive two (2) weeks vacation, with pay, at the end of the first (1st) full work year (July 1 - June 30). Beginning with the third (3rd) full year of service, one (1) additional vacation day shall be added each year, through the twelfth (12th) year of service when a maximum of four (4) weeks vacation credit shall be given. Employees who complete twenty (20) years of service in the District will receive one (1) additional vacation day for each completed year of service thereafter to a maximum of five (5) additional days, making a maximum total of twenty-five (25) vacation days annually.
- Section C** Request for vacation must be submitted in writing at least four (4) weeks in advance to the immediate supervisor.
- Section D** Vacations shall be taken in July and August unless prior approval for a different time is obtained from the appropriate supervisor and the Assistant Superintendent for Management Services.
- Section E** Vacations will be scheduled whenever possible at the times most desired by the employee, with consideration given to seniority and time of request. It is understood that the Assistant Superintendent for Management Services shall have the right to establish employee vacations whenever circumstances make it necessary to maintain the operating efficiency of the District. An employee may request to carry over up to ten (10) unused vacation days with the permission of the Assistant Superintendent for Management Services. These unused vacation days must be used during the next school year.
- Section F** When requested by an employee going on vacation, at least four (4) weeks in advance for inclusion in prior payroll, such employees shall be given vacation pay before leaving provided a payroll period falls within the vacation period.
- Section G** In the event of a resignation or retirement, an employee shall be paid for earned and unused vacation leave provided at least two (2) weeks notice is given in writing. In the event of a termination by death, such payment shall be given to the estate of the decedent.

**ARTICLE XVII
ABSENCES AND LEAVES**

Section A Sick Leave

Union Employees may be absent without deduction of pay as follows:

1. a. 10 Month Employees: Ten (10) days for any full school year of service in the District, provided that when a ten (10) month employee has served three (3) years in the District, the employee shall be granted an additional thirty (30) days leave at the beginning of the fourth (4th) year of service.
- b. 12 Month Employees: Twelve (12) days for any full work year of service in the District, provided that when a twelve (12) month employee has served three (3) years in the District, the employee shall be granted an additional thirty-six (36) days of sick leave beginning with the fourth (4th) year of service.
2. a. When an employee is absent due to personal illness, the employee may be required to present a certificate from a qualified physician upon returning to work.
- b. Should a physical be required by the District, the expense of such physical shall be borne by the district if the examination is conducted by a District-designated physician.
3. Twelve (12) month employees hired before July 1, 2005 shall receive full pay for the first six (6) months they are on Worker's Compensation. During the seventh (7th) through the ninth (9th) month while on Workers' Compensation, the employee shall receive seventy-five percent (75%) of the difference between Workers' Compensation and a regular day's pay. During the tenth (10th) through the twelfth (12th) month while on Workers' Compensation, the employee will receive fifty percent (50%) of the difference between the Workers' Compensation and a full day's pay. After twelve (12) months, the benefit under this Section shall terminate for twelve (12) month employees.

Ten (10) month employees hired before July 1, 2005 shall receive a full day's pay for the first (1st) five (5) months on Workers' Compensation, and then seventy-five percent (75%) of the difference between Workers' Compensation and a full day's pay during the sixth (6th) through the eighth (8th) month. During the ninth (9th) and tenth (10th) month on Workers' Compensation, the employee will receive fifty percent (50%) of the difference between the Workers' Compensation and a full day's pay. After ten (10) months, the benefit under this Section shall terminate for ten (10) month employees.

Employees may use available sick leave to make up the shortfall in a regular day's pay while on Worker's Compensation. In addition, after the employee's benefit under this section has terminated, continued absence from the job may be charged to sick leave.

This Section A.3 shall not apply to employees hired on or after July 1, 2005.

4. Any employee who spends less than a full year of employment shall only be entitled to one (1) day of sick leave per month, or a major fraction thereof. Should any employee coming under this provision have used more than the entitled sick leave, the Board shall make the appropriate deduction from the pay check of that employee.
5. Any employee who has worked for ten (10) continuous years in the District shall receive twenty (20) additional days of sick leave provided the maximum of three hundred fifty (350) days is not exceeded.
6. Any unused personal leave days shall be added to an employee's accumulated sick leave on July 1, provided the maximum accumulation of three hundred fifty (350) days is not exceeded.
7. Employees who have been out of work due to illness, shall notify their supervisor of the date when they will return to work as far in advance of their return as possible.
8. Employees shall be required to notify their immediate supervisor as soon as they know they will not be able to report for work. Where earlier notice is impossible, the employee shall notify his supervisor not later than three-fourths (3/4) of an hour before the time he is required to be on the job. Failure to meet this requirement may result in a pay deduction.

Section B Bereavement and Illness in Family Leave

Leave without loss of pay will be allowed for:

1. **Death in the Immediate Family**
Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter or near relative who resides in the same household or any person with whom the employee has made his home. Not to exceed three (3) days for each death. If travel time is required to attend the funeral and cannot be done within the allotted time, it may be taken and charged against accumulated sick leave.

2. **Serious Illness in the Immediate Family**
Not to exceed five (5) days per year for serious illness in the immediate family as defined in B.1. above. Requests for family leave must be submitted in writing on a Family Leave Form. If the employee requires more than five (5) days, they shall be deducted from personal business leave days. Should the employee need additional days the employee may apply to the Assistant Superintendent for Management Services to have the additional days deducted from accumulated sick leave.

Serious illness does not include doctor and dentist appointments, physical examinations, routine hospital tests and numerous other medical problems which could not be determined as serious as determined by the Assistant Superintendent for Management Services or his administrative designee.

Section C Personal Leave

Employees may be absent without deduction of pay or loss of sick leave as follows:

1. When not ill but quarantined by the Board of Health.
2. For required jury appearance, except that there will be deducted from the employees pay whatever compensation may be received for such appearance.
3. For a maximum of four (4) days per year for necessary personal business.
 - a. Personal business is defined as those important business affairs which can be conducted only during the regular work day. Specifically excluded as personal business are social affairs, shopping, working at another job, athletic affairs, recreation, vacation, accompanying one's spouse or another person on a trip, or to a meeting, studying for examinations, marriage, honeymoon.
 - b. Three (3) days advance notice must be given in writing. In case of an emergency where advance notice cannot be given, an explanation acceptable to the supervisor must be given.
 - c. If advance notice is given to the supervisor or person in charge at least three (3) days prior to the leave, then the supervisor or person in charge cannot ask for a reason.
 - d. The Assistant Superintendent for Management Services has the right to limit personal leave in any department on any given day so as not to cripple the school operation.

- e. Personal business can be taken on a one-half (½) day basis or multiples thereof.
- f. Personal business days may not be taken preceding, on, during or immediately following a school vacation day, a holiday, the employees vacation or the first and last weeks of school. Where a true emergency exists, the employee must give reasons for requesting the business day(s) to the Assistant Superintendent for Management Services who shall make the decision as to whether the business day(s) should be granted.
- g. Any employee who works less than a full year shall be entitled to one (1) day of personal business per three (3) months, or major fraction thereof, of service in the District. Should any such employee have used more than the entitled personal business leave, the Board shall make the appropriate deduction from the final yearly paycheck of that employee.

Section D Union Leave

The Union may designate one (1) day per year to be used between two (2) unit members upon approval of the Superintendent for Union business. The one (1) business day must be used in one-half (½) day increments.

Section E

Each employee shall be entitled to be excused to undertake an annual medical screening for breast cancer or prostate cancer. The excused absence shall not exceed one four (4) hour medical visit per school year. The cost of all medical screening is to be paid by the employee or the employee's medical insurance, and the employee must submit medical evidence for such screening for such leave to be authorized as an excused leave. Failure to provide certification will result in the absence being charged to the employee's sick leave, if available, or payroll deduction if no leave is available.

**ARTICLE XVIII
PART-TIME EMPLOYEES**

Benefits for Regular Part-Time Employees Who Work Less Than Full-Time

Regular Part-Time Employee:

An employee who daily works a specified number of hours.

Section A

A regular part-time employee whose full time equivalent position decimal is .51 or higher according to the attached chart, will be eligible for all benefits on pro-rated basis. To receive vacation credit the position must be a twelve (12) month position. For those employees hired on or after July 1, 2010 the full-time equivalent position decimal shall be .75 or higher, to be eligible for all benefits.

Section B Any regular part-time employee whose position equivalent falls below .51 (.75 for employees hired on or after July 1, 2010) during the work year will retain all benefits earned up until the time of the change except as prohibited by law or regulations. Employees working .25 to .50 (.25 to .75 for employees hired on or after July 1, 2010) of a FTE on a regular basis shall receive the following benefits:

- Two (2) sick leave days per year, non-cumulative
- One (1) personal leave day per year, non-cumulative
- Three (3) bereavement days per occurrence

Section C A regular part-time employee who works in two (2) or more jobs with position equivalents will have those equivalents added together to determine eligibility for benefits. The positions both must be for twelve (12) months to be eligible for vacation credits.

Temporary Part-Time Employees:

All other part-time, intermittent employees.

STANDARD PERCENTAGES TO BE USED FOR APPROVED POSITIONS

FRACTIONAL EQUIVALENT	
HOURS	7.5 hour employees
1.0	.13
2.0	.27
2.5	.33
3.0	.40
3.5	.47
4.0	.53
4.5	.60
5.0	.67
5.5	.73
6.0	.80
6.5	.87
7.0	.93
7.5	1.00
8.0	1.07
8.5	1.13
9.0	1.20

**ARTICLE XIX
INSURANCE AND ANNUITIES**

Section A The District shall provide the following health insurance for each employee and his/her dependents at the Board's expense:

1. Effective July 1, 2008, the District will agree to offer a Blue Shield PPO plan, with vision rider. Premiums for the health insurance shall be paid pursuant to the following:
 - a. Individual Plan - The District will pay 90% of the premium for individual plan.
 - b. Two-Person Plan - The District will pay 80% of the premium for two-person plan.
 - c. Family Plan - The District will pay 80% of the premium for family plan.
 - d. Co-pays shall be the \$20.00 plan.

2. Effective July 1, 2008, the District will agree to offer a Capital District Physicians Health Plan (CDPHP) EPO Plan.
 - a. Individual Plan - The District will pay 90% of the premium for individual plan.
 - b. Two-Person Plan - The District will pay 80% of the premium for two-person plan.
 - c. Family Plan - The District will pay 80% of the premium for family plan.
 - d. Co-pays shall be the \$15.00 plan.

Section B The members who retire under the rules of the New York State Employee Retirement System with at least ten (10) years of benefit eligible service in the South Colonie Central School District at the time of retirement shall be entitled to continue the health insurance benefits into retirement, including prescription coverage and vision coverage where provided in the plans currently offered, and shall be offered the same health insurance choices as active members. Other terms of the retiree health insurance shall be consistent with the District's health insurance regulations in effect. The employee shall pay the same as an active employee's share of individual, family, or two-person coverage, wherever applicable, as specified by contract.

Section C An employee working a minimum of 1000 hours per year who was willing to contribute a minimum of \$200 per year will be eligible to participate in a tax sheltered annuity plan established pursuant to U.S. Public Law 87-370.

Section D The District will provide a \$40,000.00 life insurance policy for all members of the Union who qualify for benefits as defined in Article XVIII. The life insurance death benefit shall increase to \$50,000 effective July 1, 2014.

The District will purchase a group double indemnity for accidental death and dismemberment.

Section E If a Unit employee retires on or after July 1, 1989 and has attained at least ten (10) years of continuous service with the District, the employee will be insured for the amount of decreasing term life insurance in accordance with the schedule below:

<u>Attained Age</u>	<u>Amount of Life Insurance</u>
Age 55 but less than age 65	\$15,000.00
Age 65 but less than age 71	\$10,000.00
Age 71 or over	\$ 5,000.00

If a Unit employee retires on or after July 1, 2013 and has obtained at least fifteen (15) years of continuous service with the District, the employee will be insured for the amount of decreasing term life insurance in accordance with the schedule below:

<u>Attained Age</u>	<u>Amount of Life Insurance</u>
Age 55 but less than age 65	\$25,000
Age 65 but less than age 71	\$20,000
Age 71 or over	\$15,000

Section F Effective July 1, 2008, the District will make available a prescription drug plan for each employee and dependents, with the option to carry plan into retirement if so eligible. The plan is underwritten by Express Scripts. The co-pays shall be \$5 generic/\$20 formulary/\$35 non-formulary for 30-day supply at a participating local retail pharmacy and \$10 generic/\$40 formulary/\$70 non-formulary for 90-day supply at the mail service pharmacy (maintenance drugs). Premiums for the plan shall be paid pursuant to the following:

- a. Individual Plan - The District will pay 90% of the premium for individual plan.
- b. Two-Person Plan - The District will pay 80% of the premium for two-person plan.
- c. Family Plan - The District will pay 80% of the premium for family plan.

Section G The District will provide disability insurance for each employee under the rules and regulations of the New York State Disability Benefit Law. Each employee will pay the statutory maximum contribution toward this insurance with the balance being paid by the District.

Section H Dental/Optical Expense Reimbursement Plan

The District will provide a dental/optical reimbursement plan. Each bargaining unit employee will be reimbursed annually for dental and optical expenses for self or dependents incurred during the reimbursement year pursuant to the following formula.

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Effective July 1, 2010 -	up to \$125.00 - 80% (i.e., up to \$100.00) \$126.00 to - \$1,175.00 - 50% (i.e., up to \$525.00) Annual maximum reimbursement is \$625.00
Effective July 1, 2011 -	up to \$125.00 - 80% (i.e., up to \$100.00) \$126.00 to - 1,225.00 - 50% (i.e., up to \$550.00) Annual maximum reimbursement is \$650.00
Effective July 1, 2012 -	up to \$125.00 - 80% (i.e., up to \$100.00) \$126.00 to - \$1,275.00 - 50% (i.e., up to \$575.00) Annual maximum reimbursement is \$675.00
Effective July 1, 2013 -	up to \$125.00 - 80% (i.e., up to \$100.00) \$126.00 to \$1,325.00 - 50% (i.e., up to \$600.00) Annual maximum reimbursement is \$700.00
Effective July 1, 2014 -	up to \$125.00 - 80% (i.e., up to \$100.00) \$126.00 to - \$1,375.00 - 50% (i.e., up to \$625.00) Annual maximum reimbursement is \$725.00

In order to receive this benefit the employee must submit receipts verifying expenses no later than July 15 for the previous school year.

Section I The District will pay the following amounts per month per employee for the monthly premium costs for the Delta Dental Plan for each employee who chooses this plan in lieu of the Dental/Optical Expense Reimbursement Plan:

<u>Individual, Two-Person or Family Coverage</u>	<u>Contribution</u>
2010 - 2011	\$30 per month
2011 - 2012	\$35 per month
2012 - 2013	\$40 per month
2013 - 2014	\$45 per month
2014 - 2015	\$50 per month

ARTICLE XX RETIREMENT AND DEATH BENEFIT

The retirement plan provided for all employees shall be Section 75-I (non-contributory) with Option Section 41-J (sick leave credit).

ARTICLE XXI
RETIREMENT INCENTIVE

A Unit employee who is eligible for retirement under the New York State Employee Retirement System having attained at least fifteen (15) years of service at age fifty-five (55) or over will be eligible for the following retirement incentive for the duration of this Agreement.


Upon written notice of retirement six (6) months in advance to the District, the employee will be paid one-half ($\frac{1}{2}$) of his or her accumulated sick leave up to a maximum of 350 days (i.e., 50% of 350 = 175 days.) The compensation shall be as follows:

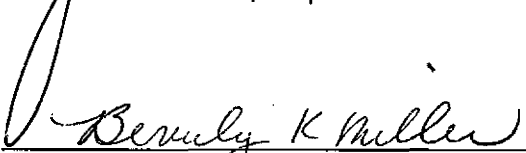
Effective July 1, 2010: \$60 per day, to a maximum of \$10,500;
Effective July 1, 2012: \$65 per day, to a maximum of \$11,375.

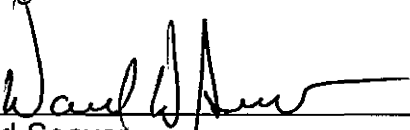
**ARTICLE XXII
DURATION**

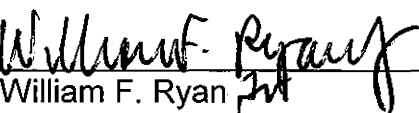
This Agreement will be in full force and effect for five (5) years from July 1, 2010 through June 30, 2015. No provisions of this Agreement may be changed by Policy or Administrative Regulation during this period without the consent of both parties.

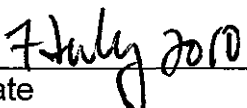
South Colonie School District


Jonathan Buhner, Superintendent



Beverly Miller
Assistant Superintendent for
Management Services

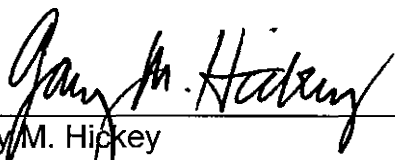

David Seaver
Director of Human Resources

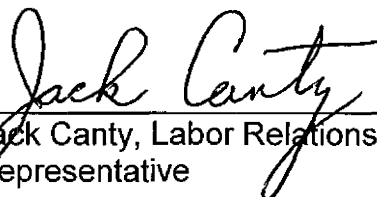

William F. Ryan
School Attorney


Date


**United Public Service Employees
Union**


Kevin E. Boyle, Jr., President

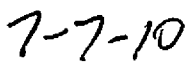

Gary M. Hickey
Executive Vice President/Regional Director


Jack Canty, Labor Relations
Representative

Negotiating Committee:


Steve Clikeman


Kristen Kristel


Date

**APPENDIX A
SALARY RANGES 2010-2015**

SCHEDULE	TITLES	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015
B	Keyboard Specialist	29,214 - 55,650	29,835 - 58,016	30,469 - 60,481	31,101 - 62,991	31,746 - 65,605
*C	Senior Keyboard Specialist Stenographer Account Clerk Account Clerk - Typist	24,010 - 42,193	24,520 - 43,986	25,041 - 45,855	25,561 - 47,758	26,091 - 49,740
D	Sr. Keyboard Specialist Stenographer Account Clerk Account Clerk - Typist Special Education Assistant	29,695 - 57,145	30,326 - 59,574	30,971 - 62,105	31,613 - 64,683	32,269 - 67,367
E	Sr. Stenographer Sr. Account Clerk Sr. Account Clerk - Typist Senior Clerk	30,331 - 59,338	30,975 - 61,860	31,633 - 64,489	32,290 - 67,165	32,960 - 69,953
*E 1	Sr. Stenographer Sr. Account Clerk Sr. Account Clerk - Typist Sr. Clerk	24,500 - 47,689	25,021 - 49,716	25,553 - 51,829	26,083 - 53,980	26,624 - 56,220
G	Principal Account Clerk	30,894 - 62,984	31,550 - 65,661	32,221 - 68,452	32,889 - 71,293	33,572 - 74,251
X	Sr. Typist/Telephone Operator	29,502 - 57,010	30,129 - 59,433	30,770 - 61,958	31,408 - 64,530	32,060 - 67,208
Y	Principal Typist	30,501 - 59,636	31,149 - 62,170	31,811 - 64,812	32,471 - 67,502	33,145 - 70,303

* Schedules C and E 1 are 10 month schedules: all other are 12 months.