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Union: East Greenbush School-Related Personnel

Local:

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Agreement Between the
East Greenbush School-Related Personnel
and the
Superintendent of Schools of the
East Greenbush Central School District

July 1, 2008 - June 30, 2011
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PREAMBLE

This Agreement, entered into this 21st day of November, 2008, between the Superintendent of Schools of the East Greenbush Central School District and the East Greenbush School-Related Personnel shall serve to:

1. Govern the terms and conditions of employment for members of the Operational Negotiating Unit for the years July 1, 2008 to June 30, 2011 (Article I).

2. Support the educational programs of the East Greenbush Central School District.

3. Encourage effective and cooperative working relationships between members of School-Related Personnel and the Superintendent of Schools.

Date: 2/10/09

ANDREA BAIRD, CO-PRESIDENT
EAST GREENBUSH SCHOOL-RELATED PERSONNEL

Date: 2/10/09

ANGELA M. GUPTILL, PH.D.
SUPERINTENDENT OF SCHOOLS

MARY FRAN SPRAGUE, CO-PRESIDENT
EAST GREENBUSH SCHOOL-RELATED PERSONNEL

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

RECOGNITION

The East Greenbush Board of Education grants unchallenged representation status to the East Greenbush School-Related Personnel (EGSRP) as the exclusive negotiating agent for all non-instructional personnel and teaching assistants in the Operational Negotiating Unit (ONU), as defined in the Board's recognition of such unit. The period of unchallenged representation shall be the maximum allowed by law.

ARTICLE II

JOINT RESPONSIBILITIES

A. The East Greenbush School-Related Personnel will inform the members of the Operational Negotiating Unit of the contents of this contract and when requested will provide explanation of the provisions. The East Greenbush School-Related Personnel will furnish new employees with copies of the current contract.

B. Thirty (30) days prior to the District acting to implement changes in the duties of existing positions, elimination of existing positions, establishment of new positions, changes or modifications of salary or classification, the District will notify the East Greenbush School-Related Personnel in writing. The East Greenbush School-Related Personnel will have the opportunity to respond regarding such proposed changes or modifications in writing within ten (10) days of notification.

ARTICLE III

SALARY SCHEDULE AND RELATED ITEMS

A. Salary Schedules/Grades

1. The salary schedules which shall be in effect for the 2008-09, 2009-10, and 2010-11 school years are attached and made a part hereof as Appendices A, B, and C respectively. These salary schedules reflect the following negotiated increases:

<table>
<thead>
<tr>
<th></th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
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<tbody>
<tr>
<td>Steps 1-11:</td>
<td>2.2%</td>
<td>1.85%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Off Step:</td>
<td>4.65%</td>
<td>5.1%</td>
<td>4.8%</td>
</tr>
</tbody>
</table>

2. The full-time employee on the Health Services Staff designated as "Coordinator of Health Services" shall be paid an annual stipend of $2,617 in 2008-2009, $2,750 in 2009-2010, and $2,882 in 2010-2011 to fulfill district-wide coordination responsibilities.

3. The Registered Nurse on the off step schedule as of June 30, 2008 shall be paid at the following hourly rates for the duration of the contract: 2008-2009 - $30.54/hour, 2009-2010 - $32.10/hour and 2010-2011 - $33.64/hour.
B. Work Day

1. The normal maximum work day is 7 ½ hours. The supervisor or principal shall schedule the starting and ending time of the work day of each bargaining unit member. Any member of the bargaining unit may request of his/her principal or supervisor that the 7 ½ hour day be scheduled to accommodate that particular member’s needs. The principal or supervisor shall be obligated to consider, but not to grant, the member’s request for a scheduling accommodation.

The maximum work day for employees working in the job titles of Educational Technology Specialist, Account Clerk at Columbia High School, Database Specialist, and Data Training Coordinator shall be eight (8) hours.

2. During school recess periods, a flexible hourly schedule for eleven and twelve month employees may be established by the employee’s immediate supervisor. Such a schedule shall provide for office coverage during normal business hours.

C. Substitutes

1. Reasonable effort shall be made to provide a substitute, if necessary, for any employee who is absent. If available, a current list of substitutes shall be provided to each building principal.

2. A member of the bargaining unit may be temporarily assigned to one or more job classifications with the bargaining unit other than the one to which (s)he is regularly assigned. When such an assignment is made to a higher paying classification, the bargaining unit member shall be paid at the higher classification rate of pay for the time worked in the higher classification.

3. A member of the bargaining unit assigned to cover the class of a teacher who is not present in the classroom at the time of coverage by the unit member or an assigned study hall shall be paid for time worked at no less than the substitute teacher rate of pay. For unit members whose regular hourly rate exceeds the substitute teacher rate of pay, the unit member shall be paid an additional $1.50 per hour for work performed on these assignments.

D. Substitute Salary Rate

Former employees of the school district who return to act as substitutes shall be paid at the step (formerly “job level”) they received at the time they left the employ of the district.
E. Eleven-month Employees

1. Eleven-month employees will work no more than five days between the last student attendance day in June and June 30 of each school year.

2. Eleven-month employees will work the twenty consecutive working days immediately prior to Labor Day.

F. Advancement to Salary Levels

1. For an employee to advance to the next step, the date of employment must be no later than March 1. Step advancement shall occur on July 1.

2. Unit members who move from one classification to another shall carry with them all seniority for the purpose of salary advancement.

3. Individuals on step 11 as of June 30 will advance to the off step level on July 1 of the following fiscal year beginning July 1, 2008.

G. Experience Credit

Nothing contained herein shall restrict the District from placing an individual on a step of the salary schedule that is consistent with that individual’s prior experience, provided that such experience is directly related to the job they are to perform.

H. Longevity

Longevity increments will be granted to employees completing eleven (11) years of continuous service to the District and continued as outlined below:

- After 11 yrs continuous service: 1.18
- After 15 yrs continuous service: 1.36
- After 20 yrs continuous service: 1.54
- After 25 yrs continuous service: 1.74
- After 30 yrs continuous service: 1.94
- After 35 yrs continuous service: 2.14

I. Use of Personal Vehicle

Any employee who is approved by the District to use his or her personal vehicle when on official business or when assigned to more than one (1) building on any work day shall be reimbursed at the current IRS rate.
J. **Salary Notice**

Individual salary notices shall be provided to employees on or before the last day of July (the school year is defined as July 1 to June 30). Individuals hired after the salary notices are provided shall receive their salary notices within six (6) weeks of their date of hire.

**ARTICLE IV**

**EMERGENCY CONDITIONS**

When school is not in session due to emergency closings, 12-month employees will be required to report to work unless released by their immediate supervisor. Employees (other than 12-month) in the schools will be called in at the discretion of the principals, after consultation with the Assistant Superintendent for Business Finance. Those employees required to work will receive daily rate for such days worked as a special salary adjustment in May. Other employees not required to work on emergency closing days will have no loss in pay.

**ARTICLE V**

**SICK LEAVE**

A.1. Sick leave shall be granted at the rate of 1 ½ days per month of employment. The District agrees that unused personal leave will be allowed to accrue as additional sick leave to an amount not to exceed thirty days, per Article VI.D. The total allowed accrual of sick leave inclusive of unused personal leave shall be 280 days.

Employees working less than 37 ½ hours per week shall be allowed proportionate sick leave benefits.

2. Sick leave shall be credited at the beginning of the employer’s fiscal year for each employee for the following years, except for the first year of employment, when sick leave will be credited on a monthly basis.

3. Employees shall be notified on the 1st or 2nd paycheck in September and periodically on payroll stubs as to the number of accumulated sick leave days credited to date.

4. A member of the EGSRP may annually use up to five days of sick leave for illness in the immediate family without loss of pay.

5. The Superintendent and/or his designee and representatives of the EGSRP shall meet to discuss a recommendation to the Board of Education of any extension of sick leave or sick pay.
B. Sick Leave Bank

1. A pool of days shall be established which shall not exceed four (4) times the number of persons in the negotiating unit. The purpose of the bank is to provide additional sick leave for an extended illness after the exhaustion of all personally earned leave credits.

2. Each member of the EGSRP shall contribute one (1) day of existing sick leave credit. Members who have completed one (1) full year of service with the District and who have less than fifteen (15) days of accumulated sick leave will not contribute to the sick bank, but shall retain eligibility for sick bank use.

   a. Future contributions will be required if the total in the pool falls below the number of days equivalent to one (1) times the number of persons in the EGSRP. Notice of assessment will be made by the trustees.

   b. The Superintendent and the President of the Association or their designees shall act as trustees of the Sick Bank. All decisions of the trustees shall be binding and non-grievable. However, an applicant who is dissatisfied with the decision of the trustees may appeal to a review board comprised of two (2) members appointed by the Superintendent, two (2) members appointed by the President of the Association, and one (1) representative from the Community chosen by the Superintendent and the Association President. Decisions of the Appeal Board are final, binding and non-grievable.

   c. The trustees are empowered and required to establish general guidelines and rules of procedure to cover, among other things, the number of days of eligibility based upon service to the District, under what circumstances an applicant would be approved for usage in more than one school year, the application procedure and the appeals procedure. The Appeals Board must operate within these guidelines and rules.

   d. Each employee shall be notified each time a deduction is made from his/her accrued sick leave for the purpose of making a contribution to the sick leave bank in accordance with this paragraph. No such deduction shall reduce the “buy-back benefit” provided in Section C of this Article.
C. **Buy Back Benefit**

1. All ten, eleven, and twelve month employees using less than four (4), five (5), and six (6) sick leave days respectively in any one school year shall receive payment at their regular day’s pay for each day not used according to the scale set forth below. The payment of these days shall be made on the last pay period in the school year. Any such paid days shall be deducted from their aggregate total accumulation of sick leave:

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<th></th>
<th>10 Month</th>
<th>11 Month</th>
<th>12 Month</th>
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<tr>
<td>4 Used = 0</td>
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<td></td>
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<tr>
<td>3 Used = 1</td>
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<td>2 Used = 2</td>
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<tr>
<td>1 Used = 3</td>
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<td>0 Used = 4</td>
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<td>5 Used = 1</td>
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<td>4 Used = 1</td>
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<td>1 Used = 4</td>
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<td>6 Used = 0</td>
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<td>5 Used = 1</td>
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<td>4 Used = 2</td>
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2. No bargaining unit member may participate in this benefit unless (s)he has at least forty-five (45) accumulated unused sick leave days to his/her credit as of June 1.

3. Individuals who chose not to buy back days under this provision shall notify the District in writing between September 1 and December 31 of each year.

**ARTICLE VI**

**PERSONAL LEAVE**

A. The Superintendent of Schools shall grant up to three (3) days of personal leave per year without financial loss to each employee. Employees working less than 37 1/2 hours per week will be allowed proportionate benefits under personal leave.

B. The intent of personal leave is to allow the members of the negotiating unit to attend to matters that cannot be taken care of other than during the regular school day. Personal leave is not to be used to extend vacation or a recess period unless approved by the Superintendent.

C. Members of the Unit who plan to use personal leave for a period of three (3) consecutive days shall present a request to the Administration for approval.

D. While sick leave, per se, is allowed to accrue to a maximum of 250 days, the School District agrees that unused personal leave will be allowed to accrue as additional sick leave to an amount not to exceed 30 days. The maximum accrued sick leave inclusive of unused personal leave shall be 280 days.

E. Effective July 1, 1990, twelve-month employees shall be granted 3.6 days of personal leave per year without financial loss. Effective July 1, 2005, 11-month employees shall be granted 3.3 days of personal leave per year without financial loss.
ARTICLE VII

LEAVE FOR DEATH IN THE FAMILY

Five (5) days of leave will be allowed for each employee for each occurrence of death in the immediate family with no financial loss. Employees working less than 37 ½ hours per week will be allowed proportionate benefits. The immediate family of an employee is defined as: brother, father, son, guardian, spouse’s grandparents, sister, mother, daughter, grandparents, grandchildren, mother-in-law, spouse, father-in-law, spouse’s guardian or any permanent member of the employee’s household. Two days shall be allowed for each employee without any financial loss for the death of brother and sister-in-law.

Request for leave for death in the immediate family beyond the limits above may be granted by the Superintendent subject to Board of Education approval.

ARTICLE VIII

MISCELLANEOUS LEAVES

A. Employees in the Operational Negotiating Unit will be entitled to absence with no loss in pay for leave to take Civil Service Examinations.

For the purpose of this article, employees working less than 37 ½ hours per week will be allowed proportionate benefits.

B. In the event of a grievance proceeding that is scheduled during the work day, Association representatives will be granted time to attend such proceedings without loss in pay or personal leave time.

C. Ten (10) days per year shall be made available for paid union release time to be used at the discretion of the EGSRP.

ARTICLE IX

GENERAL LEAVE OF ABSENCE

A. An employee may request a leave of absence without pay. Such request shall be submitted in writing to the Superintendent of Schools.

B. Such leave of absence may be extended upon the employee’s request and the approval of the Board of Education.

C. An employee granted a leave of absence has the right to a comparable position and salary level.
D. All leave accruals (i.e. vacation, sick and personal) and seniority shall be frozen at the commencement of the employee’s unpaid leave of absence. Upon the employee’s return to work, all leave and seniority credits to which (s)he was entitled at the commencement of such leave shall be restored.

E. In accordance with the Family and Medical Leave Act of 1993 and Board of Education policy, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees for the following reasons: (1) the birth, adoption, or acceptance for foster care purposes of a child by the employee and the care of the child; or (2) to care for a spouse, child, or parent of the employee if such immediate family member has a serious health condition; or (3) the employee’s own serious health condition makes the employee unable to perform the functions of his/her position. Leave time beyond the twelve (12) weeks provided herein shall be limited by the provisions of Articles IX, X and XI, and any applicable law.

All employees who are regularly assigned to work six or more hours per day shall be presumed to meet the minimum hour requirement for FMLA benefits and, therefore, shall qualify under this agreement for benefits equal to those provided under the Family Medical and Leave Act of 1993 consistent with the Board of Education policy relating to such leave.

F. Employees on unpaid leave of absence shall be privileged to continue to participate in the District health and/or dental insurance plan for the period of the leave of absence. The employee shall pay 100% of the cost of participation provided the leave is not subject to the District’s policy implementing compliance with the Family and Medical Leave Act. No other supplements to salary or benefits of any kind, other than those contained in the subsections about, shall accrue or be paid during a period of the leave of absence.

ARTICLE X

MATERNITY AND CHILD CARE LEAVE

1. Maternity-Related Disability Leave.

   a. An employee may use her accumulated sick leave, during the period of pregnancy-related disability as certified by her physician. In addition, it is expected that the employee will:

      (i) Notify the Superintendent in writing at least four (4) months prior to the expected date of birth; and

      (ii) Provide the Superintendent with a statement from her physician indicating the employee’s inability to continue performing the full duties and responsibilities of the employee’s position.

   b. If an employee has no accumulated sick leave, has exhausted her accumulated sick leave during the period of pregnancy-related disability, or chooses not to use her accumulated sick leave, she may request unpaid disability leave until she is no longer disabled and is able to return to work as certified by her physician.
2. **Child Care Leave.**

   a. An employee may request a child care leave of absence without pay for a period of up to one year for the purpose of caring for a newborn child or, in the case of adoption, a newly adopted child. Such leave may be extended for up to one year by the Board at its discretion. An employee may not return to work prior to the approved termination of such leave without the Superintendent's approval.

   b. An employee who desires child care leave shall make a written request for such leave to the Superintendent at least five (5) months prior to the requested commencement of such leave and must specify the expected commencement and termination dates. In the event that an employee adopts a child, the five-month notification requirement for requesting child care leave shall be waived, and the employee shall make a written request for such leave within thirty (30) days of such adoption.

   c. Employees on child care leave shall be privileged to continue to participate in the District health and/or dental insurance plan for the period of the child care leave. The employee shall pay 100% of the cost of participation provided the leave is not subject to the District’s policy implementing compliance with the Family and Medical Leave Act. No other supplements to salary or benefits of any kind other than those contained in the subsections above shall accrue or be paid during the period of child care leave.

   d. Upon the employee’s return to work, all benefits to which (s)he was entitled at the commencement of such leave shall be restored.

   e. For probationary employees, child care leave shall be an interruption of the probationary period and shall not be counted toward the completion of his/her probationary period.
ARTICLE XI

VACATIONS

A. Vacations for twelve-month employees of the School District will be granted on the basis of continuous service as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Work Days</th>
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<tr>
<td>½</td>
<td>5</td>
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<tr>
<td>1</td>
<td>10</td>
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B. All vacations are to be taken on non-school days if taken during the school year, with the exception of Central Administrative Personnel (12-month employees).

C. In case two or more employees request the same period for vacation, employees with seniority will be given first consideration.

D. A leave of absence without pay shall not affect previous service for the purposes of this section.

E. All vacations are to have the approval of the employee’s immediate supervisor.

F. Effective January 1, 2001, employees shall be permitted to accumulate and carry forward from year to year a maximum of forty (40) vacation days. Upon termination of employment for any reason, employees shall be paid for accumulated vacation days or be permitted to use these days prior to the effective date of their termination from service provided such use of vacation has the approval of the employee’s immediate supervisor. Employees who are to be paid for these days shall be paid based on their regularly assigned work day and their regular rate of pay.

G. Any current employee who has more than forty (40) days of accumulated vacation as of January 1, 2001, shall not have that accumulation reduced. These employees may retain prior accumulation, but shall not add to this accumulation. In the event such employees use sufficient vacation days during their employment to reduce their accumulation below forty (40) days, they may thereafter only accumulate up to the 40-day maximum set forth in Section F above. When these employees terminate employment with the District, they shall be entitled to payment or use of their vacation accumulation under the same terms and conditions as other employees as set forth in Section F above.
H. Twelve-month employees who have been in the bargaining unit at least ten (10) years and who have forty (40) days vacation accumulated shall be entitled to be paid for up to five (5) vacation days annually at their daily rate of pay. Eligible employees shall exercise this option on the individual’s anniversary date and provided that adequate notice is given to the payroll department, shall be paid for these days in the paycheck following the anniversary date. Upon the exercise of this option, the days shall be deducted from the employee’s accumulated vacation and this option may not be elected again until at least forty (40) vacation days have been accumulated.

ARTICLE XII

HOLIDAYS

A. Ten-Month Employees

1. Employees working the school year only, that is the approved school calendar, shall have the following paid holidays:

   Columbus Day
   Veterans’ Day
   Thanksgiving Day
   Friday after Thanksgiving
   Christmas Day
   Martin Luther King, Jr. Day (Effective 2010-2011 School Year)
   President’s Day
   (To be consistent with school calendar)
   Good Friday
   Memorial Day

2. A ten-month employee working on the scheduled work day immediately preceding and immediately following Labor Day will also be paid for this holiday unless the District amends the employee’s schedule or excuses the employee from this requirement.

B. Eleven Month Employees

1. In addition to those holidays listed in A. above, eleven-month employees shall have the following paid holidays:

   New Year’s Day

2. An eleven-month employee working on a scheduled work day immediately preceding and immediately following July 4 and/or Labor Day will also be paid for these holidays unless the District amends the employee’s schedule or excuses the employee from this requirement.
C. Twelve-Month Employees

Full year employees shall have the following paid holidays:

- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year’s Day
- Martin Luther King, Jr. Day
- President’s Day
  (To be consistent with school calendar)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day

D. If a holiday falls on a Saturday, the preceding Friday shall be granted as a day off. If a holiday falls on a Sunday, the succeeding Monday shall be granted as a day off.

E.

1. A member of the bargaining unit who is directed by the District to work on one of the holidays provided for in this Article shall be paid his/her regular pay for that day plus two additional days of regular pay.

2. In the event that the unit member works less than a full day, the two additional days of pay shall be pro-rated in accordance with time worked (example: a unit member who works one-half of the holiday would receive one additional day of regular pay).

ARTICLE XIII

HEALTH AND DENTAL INSURANCES AND IRS SECTION 125 PLAN

A. Health Insurance

The District shall provide health insurance coverage and attendant benefits through Blue Shield of Northeastern New York Traditional Blue PPO 812, as set forth in the applicable Plan Document, to any eligible active or retired Unit members, said plan by this reference is made a part hereof. Retirees are to have the same co-pays and catastrophic coverage as active employees under this plan. Health insurance benefits will not be provided to employees working less than twenty (20) hours per week. The amount of District and employee contribution toward premium cost will depend on the employee’s date of hire and/or the coverage elected.
Cost sharing with respect to health insurance premiums will be as follows:

1. For all members hired prior to July 1, 1996, the District agrees to pay 97% of the premium cost for all such members who have only single coverage and agrees to pay 95% of the full premium cost for employees with dependent's coverage exclusive of managed health care coverage offered by the District.

2. For all employees hired prior to July 1, 1996, the District agrees to pay 97% of the premium cost for any managed health care coverage offered by the District and elected by these employees.

3. For all employees hired on or after July 1, 1996, the District agrees to pay 95% of the premium cost for all such members who have only single coverage regardless of the health insurance plan selected by the employee. The District agrees to pay 90% of the full premium for these employees with dependent's coverage.

4. Effective September 1, 1996, the deductible under the Blue Shield policy shall be $100.00 for individual coverage, $200.00 for two person coverage, and $300.00 for family coverage. Catastrophic illness coverage shall be increased to $1,000,000 under the terms and conditions of the policy.

5. Employees electing the health insurance incentive program under the terms and conditions of the 1995-99 collective bargaining agreement shall continue to limit the future dollar contributions of the District for health insurance coverage for said employees to the current premium rate for unit members hired on or after July 1, 1996 under Section A.3 above. Employees may elect during the appropriate enrollment period to return to any of the District sponsored health insurance plans at such premium contribution rate.

6. Effective July 1, 2008, or as soon as practicable thereafter, the District will no longer be obligated to offer the CDPHP AvidCare 10 Plan to any active or retired Unit member.

7. Effective July 1, 2008, or as soon as practicable thereafter, the District will offer surviving spouse coverage to active and retired Unit members consistent with the provisions of the applicable health plans.

B. Prescription Drug Program

All eligible active and retired Unit members shall be covered by the Express Scripts Prescription Drug Program as set forth below if also electing the Blue Shield of Northeastern NY Traditional Blue PPO 812 coverage.
For the Express Scripts Prescription Drug Program, the co-pay for generic/brand drugs through Network Community Pharmacies shall be $5.00 for generic, $10.00 for preferred brand drugs, and $25.00 for non-preferred brand drugs under this program, and for maintenance drugs through the mail ordered pharmacy (90-day supply), the co-pay shall be $10.00 for generic, $20.00 for preferred brand drugs, and $50.00 for non-preferred brand drugs ordered under this program. In the event that prescription drug coverage referenced herein becomes unavailable or the insurer changes the co-pays under this Plan, it is agreed that the District and the Association will negotiate for the purpose of mutually agreeing upon a substitute plan for the one identified herein. Note: the previous $250.00 limitation on annual co-pay per coverage (not individual person) shall be eliminated effective July 1, 2008 or as soon as practicable thereafter.

C. Dental Care

1. For all unit employees employed prior to July 1, 1996, a Dental Plan shall be provided for the unit, with one hundred percent (100%) of the cost to be borne by the School District. Effective September 1, 1996, the District's share of the cost for this coverage shall be 97%.

2. For all employees employed on or after July 1, 1996, a Dental Plan shall be provided with ninety-five percent (95%) of the cost to be borne by the School District.

3. Dental insurance benefits will not be provided to employees working less than twenty (20) hours per week.

D. IRS SECTION 125 PLAN

Effective July 1, 1996, the District shall offer an Internal Revenue Code Section 125 Plan to which EGSRP members can contribute to cover the cost of health insurance, disability, life insurance premiums, the cost of unreimbursed medical expenses and dependent care consistent with applicable law and regulation.

ARTICLE XIV

RETIREMENT

The District will provide New York State Employee's Retirement System non-contributory New Career Plan (Section 75-i) for all non-instructional employees, exclusive of teaching assistants. Effective no later than February 1, 2003, the District shall provide the Section 41-j option to the "New Career Plan". All eligible covered employees commencing employment in the District on or after July 1, 1976, shall be enrolled in the New York State Employee's Retirement System Coordinated-Escalator Retirement Plan (Article 14, Retirement and Social Security Law). Said plan requires a contribution by the employee as set by law. Teaching assistants will be eligible to enroll in the New York State Teachers Retirement System and be eligible for benefits as set forth by the System and State law.

Upon retirement, after completing ten (10) or more years of service with the East Greenbush Central School District, the District agrees to pay 100% of the health insurance premium costs for all eligible EGSRP employees and 50% of the premium costs for dependents of such employees.
ARTICLE XV

WORKERS’ COMPENSATION

Absences due to accidental injury arising out of and in the course of employment and related expenses will be paid for as required by the New York State Workers’ Compensation Law. In addition, employees will be allowed to draw on their disability in an amount sufficient to equalize their compensation payment with the benefits they would have otherwise received under “Sick Leave” in this contract.

ARTICLE XVI

CONFERENCES

Whenever the Superintendent authorizes an employee or employees to attend a workshop or conference, they shall suffer no loss of pay or charge to accrued leave and be eligible for mileage reimbursement at the IRS rate.

ARTICLE XVII

COMPENSATION FOR STUDY

A. If the School District directs an employee to take a course, tuition will be paid by the District and the individual will be paid at his/her hourly rate while (s)he is attending classes.

B. Where the District has given approval prior to the taking of an in-service course that is offered during non-working hours, the District will pay to the employee upon satisfactory completion for such a course an amount of $40 ($42 effective 7/1/06 and $45 effective 7/1/07) for each course that is three (3) hours or less and $60 ($62 effective 7/1/06 and $65 effective 7/1/07) for each course that is more than three hours.

C. With appropriate supervisory/administrative prior approval, an employee wishing to take a Continuing Adult Education Course or college course from an accredited institution, which would contribute to the improvement of vocational skills will be allowed to do so. Tuition in an amount not to exceed $150 per course will be paid by the District for such preapproved adult education.

ARTICLE XVIII

HIRING OF PERSONNEL

A. All hiring of personnel will be in conformance with applicable Civil Service Law or Education Law depending upon the position held.

B. All notices of Civil Service Examination pertaining to School District Classification shall be posted in each school, the bus garage and Administrative Offices.
C. The District, upon request, shall provide a copy of the eligibility list to the Association President.

ARTICLE XIX
PERMANENT AND PROBATIONARY APPOINTMENTS

A. The probationary period for all competitive, non-competitive and labor class employees shall be for a period from 8 to 26 weeks from the initial date of certification by the school district. If the probationary period is to be extended beyond eight weeks, the District will notify the employee in writing. The probationary period for teaching assistants shall be consistent with the requirements of Education Law.

B. Upon completion of the probationary period, the Superintendent or designee shall recommend the employee to the Board of Education for acceptance to permanent employment or rejection.

C. Any employee who finds he/she has been asked to meet with his/her supervisor regarding alleged misconduct of any manner or incompetency or any related item which might affect his/her job status shall have the right to request that (s)he be accompanied by the EGSRP president or the EGSRP president’s designee at the time of the meeting at no loss of pay.

ARTICLE XX
EVALUATION OF EMPLOYEES

A. 1. **Provisional Employees**
   At least one (1) written evaluation during the terms of the appointment.

2. **Probationary Employees**
   Two (2) written evaluations to be completed during the probationary period. Teaching assistants shall receive at least two (2) written evaluations per school year with one (1) prepared on or before December 31 and the second on or before March 31.

3. **Permanent Employees**
   At least one conference per year, resulting in a written evaluation on the prescribed form.

B. The employee will acknowledge that (s)he had an opportunity to review such evaluation by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

D. The employee retains the right to attach statements to any written evaluation.
E. If the District contemplates modification of the evaluation instrument, it will notify the Association President of its intent. The Association will then have the right to form a committee which will meet and consult with the District regarding any proposed changes.

ARTICLE XXI

SENIORITY

A. Seniority for competitive classifications shall be administered according to Civil Service Law of the State of New York. Seniority for teaching assistants shall be administered according to the Education Law of the State of New York.

B. Seniority for non-competitive classifications shall be the length of continuous employment beginning with the first effective date of the Board of Education’s appointment.

1. For unit members who held non-competitive positions on June 30, 1985, their seniority shall be credited as if they had full time continuous employment in that classification from their original date of employment. The same shall be applied to those employees who were involuntarily transferred from competitive to non-competitive positions.

2. Unit members who hold combined classifications shall accrue seniority in the highest paying non-competitive classification.

C. Beginning July 1, 1985, the following will be used to determine an employee’s seniority:

1. All continuing and new employees accumulate seniority based upon the total days and hours assigned. Paid vacations and other paid absences are considered a part of seniority time.

2. Overtime or extra time assigned which is less than eleven continuous work days is not to be included when computing an employee’s accumulated seniority time.

3. Effective July 1, 2005, in the event of a tie in seniority between or among teaching assistants, the tie shall be broken by the total amount of employment service within the district.

ARTICLE XXII

NOTIFICATION OF JOB VACANCIES

A. Members of the EGSRP, including teaching assistants, will be notified in writing of any provisional or permanent job vacancies occurring in the School District via bulletins posted in each school. The posting will include the minimum qualifications for the position, the building (if applicable) in which the position will be located, and a general description of the duties of the position. If the vacancy occurs between July 1 and July 31, the EGSRP President will be notified, and notification will be posted in the school offices on the first day of August.
B. Summer Openings

Anticipated summer job openings for work customarily performed by members of the bargaining unit will be posted in June each year. Qualified members of the bargaining unit who apply for any such posted position shall have a preference over non-bargaining unit members, provided that performing the duties of the posted position will not, in the opinion of the District, interfere with the member’s performance of his/her regular services to the District.

C. Members of the EGSRP will be allowed at least 14 calendar days to apply for a vacant position. Applicants will be notified in writing as to the determination of the vacant position.

D. Requests for transfers to other positions which are non-promotional in nature shall be submitted to the Assistant Superintendent for Business Finance.

E. Employees may submit in June letters of interest for job vacancies that occur during the summer and next school year.

ARTICLE XXIII

FILLING OF JOB VACANCIES

A. When possible, vacancies will be filled by relocation of an employee in the same or comparable position, or filled by promotion from among persons holding positions in a lower grade in a direct line of promotion, providing such employee meets all other qualifications outlined in Civil Service Law or Education Law for such promotion.

B. Any employee who feels (s)he should be given the opportunity to fill a vacant position via a promotion should state such to the Superintendent or designee in writing.

C. The following qualifications will be taken into consideration in descending order for selection of an employee to fill a vacant position:

1. Date of original employment in the school district;

2. Date of Civil Service classification or teaching assistant title currently held;

3. Supervisory acceptance of the employee transfer.

D. When involuntary transfers or reassignments are necessary, the employee involved shall be given thirty (30) days notice except when such staffing needs are determined by enrollment changes and then at least (2) weeks notice must be given. The employee may request, and be granted, a meeting to explain the reason(s) for such a transfer or reassignment. Either party may have additional persons present at such meeting, if desired. All involuntary transfers and reassignments will be to a job of at least equal hours and will be within specific Civil Service and Education Law and/or non-competitive classifications whichever may be appropriate.
ARTICLE XXIV

TERMINATION OF EMPLOYMENT

A. Termination Notice

Employees planning to terminate their employment with the School District, or, the School District planning to terminate the services of employees, will give notice of not less than four weeks prior to the anticipated date that actual service will cease.

B. Retirement Notice

Employees planning to retire will give 60 calendar days notice prior to anticipated date the actual service will cease.

C. Retirement Incentive Program

1. Employees will be entitled to the retirement incentive on July 1 following date of retirement, in a day calculation amount equal to 40% of accumulated sick leave (maximum of 250) and accumulated unused personal leave (maximum of 30) times the individual’s per diem rate of pay and longevity calculated as shown below. Days not used for the above benefit will be eligible for the 41j benefit, if applicable, under the NYS Employees Retirement System for eligible employees, excluding teaching assistants. Nothing herein shall require the school district to recalculate benefits for any unit member who has retired prior to the effective date of this agreement. The following conditions must be met:

   a. Employee must have completed fifteen (15) years of continuous service with the East Greenbush Central School District on or before June 30 of the year at the end of which the employee would have been first eligible for this incentive. The employee then shall have a two-year window of eligibility to elect this incentive beginning when the employee reaches the minimum age required, by the New York State Employee Retirement System or New York State Teachers Retirement System at which the employee can first retire without reduction of retirement benefits.

   b. Employees who did not join the New York State Employee Retirement System or New York State Teachers Retirement System shall also be eligible for this incentive. Their eligibility date shall be calculated as though they joined the retirement system on the first day of employment with the District.

   c. The employee must submit his or her resignation for retirement at least sixty (60) calendar days prior to the actual date of retirement.

   d. Payment of the incentive will be made in the employee’s final paycheck unless the employee chooses to be paid during the month of January following retirement.
2. **Calculation of Per Diem**

The employee's hourly classification rate set forth in the appropriate salary schedule times the daily number of assigned work hours in the final year of employment shall determine the per diem rate for calculating the retirement incentive provided in Section I above.

**ARTICLE XXV**

**MISCELLANEOUS PROVISIONS**

A. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties who negotiated the agreement. The change must be in a written, signed amendment to the agreement by both parties.

B. The parties agree to negotiate a new provision should any provision of this agreement be found to be unlawful.

C. The Superintendent of Schools, or his/her designee, and representatives of the EGSRP shall meet upon request at a mutually agreeable time to discuss matters of mutual concern.

D. This agreement shall supersede any rules, regulations, or policies of the Board of Education, which will be contrary to, or inconsistent with its terms.

E.  
   1. Each member of the EGSRP shall have the right to review the contents of his/her personnel file, with the exception of confidential reference letters. At the member’s request, (s)he may be accompanied by a representative to review said file. No material shall be placed in the employee’s file unless a copy of such material has been given to the employee.

   2. The employee will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

   3. The employee retains the right to attach statements to any item in his/her personnel file.

F. Existing classifications and/or grades may be consolidated and/or be reclassified. Appropriate salary rates will be negotiated.

G. Effective July 1, 1989, payroll deduction shall be available for those members of the bargaining unit who elect to participate in the NYSUT Benefit Trust and/or Vote Cope.

H. At least one representative of the ONU will be invited to participate in Calendar Committee meetings with the Superintendent of Schools to consult in the development of the school calendar. This representative(s) will be selected by the ONU.
I. The use of school facilities and equipment shall only be permitted consistent with written
school district policy and the use of such facilities or equipment for personal and/or non-school
related reasons is prohibited. Nothing herein shall prevent the use of school facilities and
equipment for the purposes of conducting EGSRP business.

ARTICLE XXVI

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. Grievance shall mean any alleged violation, misinterpretation or inequitable application of any
provision of this contract.

2. An employee shall mean any negotiating unit member.

3. An aggrieved party is the employee or the Association who submits a grievance.

C. Submission of Grievance

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it
informally and in so doing shall give notice that a grievance is being raised.

2. Each grievance shall be submitted in writing on a form approved by the District and the
Association and shall identify the aggrieved party, the provisions of this agreement involved in
the grievance, the time when and the place where the alleged events or conditions constituting
the grievance existed and, if known, the identity of the person responsible for causing such
events or conditions and a general statement of the grievance and redress sought by the
aggrieved party.

3. A grievance shall be deemed waived unless it is submitted in writing within (30) days except
in July and August when it will mean working days, after the aggrieved party knew or should
have known of the events or conditions on which it is based.
D. Grievance Procedure

1. Immediate Supervisor

The Immediate Supervisor shall respond in writing within seven (7) working days after receipt of each written grievance. If the Association is not satisfied with the response of the Immediate Supervisor or if no response is received within the specified time limit after the submission of a grievance, the Association may appeal to or submit a copy of the grievance within seven (7) work days thereafter to the Superintendent. If the Association fails to submit the grievance to the Superintendent within seven (7) work days, the grievance shall be considered resolved.

2. Superintendent

   a. The Superintendent or his designated representative shall, upon request or at option, within seven (7) work days confer with the Association with respect to the grievance and shall deliver to the Association a written position statement with respect to it no later than fourteen (14) work days after it is received by him/her.

   b. In the event that a conference is held, the response shall be made no later than fourteen (14) work days after the conclusion of the conference.

3. Board of Education

   a. In the event that the Association is not satisfied with the decision rendered at the previous level of this procedure, it may file an appeal with the Board of Education.

   b. The Board shall designate a hearing officer from among its membership who shall hold a hearing within ten (10) working days of the receipt of the appeal. The grievant may be accompanied by a representative of his/her choice.

   c. The Hearing Officer shall recommend a resolution of the grievance to the full Board of Education which shall render its decision within ten (10) working days of the close of the hearing.

4. Binding Arbitration

   a. In the event the Association is not satisfied with the Board of Education’s decision regarding the Grievance, it may within fifteen (15) school days after receiving the decision refer the grievance to arbitration by notifying the Superintendent and the American Arbitration Association. The rules of the American Arbitration Association shall control the arbitration process.
b. The Arbitrator’s decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the Arbitrator shall be binding on the parties. The Arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.

c. The cost for the services and expenses of the Arbitrator shall be borne equally by the District and the Association.

ARTICLE XXVII
ASSOCIATION RIGHTS

A. The Association will continue to be permitted to use, without charge, the buildings and facilities of the District for Association meetings under existing policies concerning the use of school facilities for evening activities or as per written regulations existing in the school to be used.

B. The Association will be provided with copies of the contract sufficient for the number of employees in the unit plus twenty (20) working copies for the Association.

C. The District, upon request, will provide the Association with relative, necessary information which is public information in existence at the time of the request and which is necessary for negotiations and/or, grievance processing and investigation.

D. Dues Deduction

1. The School District agrees to deduct from the salaries of members of the bargaining unit the amount of membership as set by the EGSRP when such deduction is authorized in writing by an individual eligible for such membership. The Association shall notify the Superintendent of the current rate of its service unit dues by September 15th.

2. Dues deductions shall be made in equal installments beginning with the second payroll in September.

3. The School District agrees to mail by check the total sum deducted to the Association within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.
E. Payroll Deduction Authorization

SOCIAL SECURITY NO. ________________________________

LAST NAME ___________________ F. ______________ M. __

DISTRICT NAME ________________________________

ORGANIZATION ________________________________

TO THE BOARD OF EDUCATION:

I HEREBY AUTHORIZE YOU, ACCORDING TO ARRANGEMENTS AGREED WITH THE ABOVE ORGANIZATION, TO DEDUCT FROM MY SALARY AND TRANSMIT TO SAID ORGANIZATION, DUES AS CERTIFIED BY SAID ORGANIZATION. I HEREBY WAIVE ALL RIGHT AND CLAIM TO SAID MONIES SO DEDUCTED AND TRANSMITTED IN ACCORDANCE WITH THIS AUTHORIZATION AND RELIEVE THE BOARD OF EDUCATION AND ALL ITS OFFICERS FROM ANY LIABILITY THEREFORE. I REVOKE ANY AND ALL INSTRUMENTS HERETOFORE MADE BY ME FOR SUCH PURPOSES. THIS AUTHORITY SHALL REMAIN IN FULL FORCE AND EFFECT FOR ALL PURPOSES WHICH I AM EMPLOYED IN THIS SCHOOL SYSTEM, OR UNTIL REVOKED BY ME IN WRITING BETWEEN SEPTEMBER 1ST AND SEPTEMBER 15TH OF ANY GIVEN YEAR.

MEMBER SIGNATURE __________________ DATE ____________

F. AGENCY FEE

The East Greenbush Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the East Greenbush School-Related Personnel the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted by the District in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

ARTICLE XXVIII

Layoff/Recall

A. Layoff and recall of teaching assistants shall be according to the provisions of the Education Law of the State of New York, and not subject to the other requirements of this contractual provision.
B. When the District believes that layoffs are necessary, all temporary employees within the same classification in the unit will be laid off prior to any other unit employees.

C. All competitive classifications will be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

D. When the District determines that layoffs in non-competitive classifications are necessary, the following shall apply:

The least senior employee within the classification shall be the first to be reduced and/or excessed.

E. General

1. As used in the above paragraphs, continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is:

   a. On a approved leave of absence for up to one (1) year;

   b. On layoff for up to one (1) year;

   c. Absent from and unable to perform the duties of his/her position by reason of disability resulting from occupational injury or disease during the period while the employee is receiving Workers' Compensation;

   d. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

2. A recall list covering layoffs in non-competitive class positions will be established. Names will remain on the recall list for a period of twelve (12) months.

Recall shall be in the reverse order of layoff and based upon total continuous seniority.

3. Once each year during the month of November, the District shall send to the Association a seniority list showing the continuous service of each employee. The seniority list shall show the names, classifications, and date of appointment of all employees in the unit. The seniority list shall be maintained by classification.
F. In the event an employee's hours are reduced following a reduction in force, that employee shall be given consideration by the District before it hires new employees for job vacancies within the employee's classification where the position would provide comparable or greater number of hours to the employee who had been reduced. The final decision on filling such vacancies rests, however, with the District.
### APPENDIX A

#### EAST GREENBUSH CENTRAL SCHOOL DISTRICT

**JULY 1, 2008 - JUNE 30, 2009**

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### Monitors:

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### EAST GREENBUSH CENTRAL SCHOOL DISTRICT
### APPENDIX C
### JULY 1, 2010 - JUNE 30, 2011

#### STEPS

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#### Aides & Teaching Assistants:

| One-Year College                           | 12.43 | 12.63 | 13.02 | 13.44 | 13.64 | 13.85 | 14.41 | 14.91 | 15.18 | 15.47 | 15.79 | 17.24 |
| Associate                                 | 14.43 | 14.63 | 15.15 | 15.66 | 15.94 | 16.21 | 16.90 | 17.61 | 18.17 | 18.71 | 19.32 | 21.08 |
| Bachelor                                  | 15.75 | 15.99 | 16.51 | 17.06 | 17.21 | 17.42 | 17.85 | 18.31 | 18.82 | 19.34 | 19.90 | 21.73 |
| Teaching Assistant                         | 16.36 | 16.60 | 17.13 | 17.66 | 17.82 | 18.02 | 18.46 | 18.92 | 19.42 | 19.94 | 20.51 | 22.37 |

#### Monitors:


#### Certificated/Licensed:

| Occup. Therapy Assistant                   | 19.65 | 20.92 | 21.89 | 22.89 | 23.48 | 24.03 | 24.95 | 25.80 | 26.87 | 27.88 | 29.00 | 31.65 |
| Phys. Therapy Assistant                    | 19.65 | 20.92 | 21.89 | 22.89 | 23.48 | 24.03 | 24.95 | 25.80 | 26.87 | 27.88 | 29.00 | 31.65 |
APPENDIX D

GRIEVANCE FORM

GRIEVANCE NO. ________
DATE OF FILING ________

Stage: (1) Immediate Supervisor
(2) Superintendent
(3) Board of Education

1. Grievant _______________________________________________________________

2. Position ______________________  School ________________________________

3. Alleged Violation: (Specify contract provision)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4. Statement of the grievance: (Include events and conditions of the grievance and persons responsible)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5. Redress sought:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Date Submitted ___________________________  Date Submitted ___________________________

Date Received ___________________________  Position ___________________________

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