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# **AGREEMENT**

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by and between the  
**BOARD OF EDUCATION**

of the  
**CITY OF COHOES  
SCHOOL DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**



City of Cohoes SD Unit #6008-00  
Albany County Local 801

**July 1, 2022 - June 30, 2025**



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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective harmonious working relationships between the Cohoes Board of Education (here and after known as "The Board") and its non-instructional employees as represented by the Civil Service Employees Association, to provide for the best educational interest of the pupils of the Cohoes School District.

## **ARTICLE I RECOGNITION**

- Section 1. The Employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the City of Cohoes School District Unit of the Albany County Local 801 (hereinafter "CSEA" or "Association") as the sole and exclusive bargaining representative for the unit of employees defined in Article III for the purpose of collective bargaining.
- Section 2. The Employer agrees not to negotiate with any employee covered by this Agreement or employee organization other than the CSEA for the duration of this Agreement.
- Section 3. The CSEA agrees that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.
- Section 4. Negotiations - Upon written request of the CSEA, negotiations shall commence on or about March 15, immediately preceding the expiration of the Agreement.

## **ARTICLE II ASSOCIATION RIGHTS**

- Section 1. The Association shall have as provided by the Civil Service Law, the sole and exclusive right to designate its own representative and to appear before any appropriate official of the Employer to effect such representation, to direct, manage, and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives from any interference, restraint, coercion or discrimination by the Employer and shall have the right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate, except as otherwise limited by this Agreement.

Section 2. Upon the hiring of a new employee to a title represented by the Association, the District shall provide the Unit President and the CSEA Labor Relations Specialist the following information:

New Employee Name  
Address  
Job Title  
Department and Work Location

Within thirty (30) days of providing the above information, the District shall allow the Association to meet with a new employee for a reasonable amount of time, not to exceed thirty (30) minutes, during his or her work time. There shall be no charge to the leave credits of both the new employee and/or the CSEA representative and a representative from the District shall not be present for such meeting unless specifically requested by the Association.

### **ARTICLE III COLLECTIVE BARGAINING UNIT**

Section 1. The collective bargaining unit shall consist of the full time salaried non-instructional employees occupying the job titles listed in the Salary schedules at the end of this Agreement. In addition, it should be understood that all present positions, effective 4/4/79, will remain as salaried positions. Specifically excluded are the following positions:

Secretary to the Superintendent  
Secretary to the Assistant Superintendent for Business and Operations  
Treasurer  
Assistant Superintendent for Business and Operations  
Tax Collector  
District Clerk  
Supervisor of Building & Grounds  
Substitutes  
Secretary to the Assistant Superintendent for Educational Services

Full time employees are employees who are scheduled to work four (4) or more hours per day.

Section 2. The appropriateness of any newly created title as to inclusion or exclusion from the bargaining unit shall be mutually agreed upon between the District and CSEA. The salary grade of any newly created bargaining unit position shall be mutually agreed upon.

## ARTICLE IV COMPENSATION

Section 1. Bargaining unit members shall receive a salary increase on their base pay rate of five percent (5%) in 2022-2023, five percent (5%) in 2023-2024, and three percent (3%) in 2024-2025, effective July 1<sup>st</sup> of each year of this Agreement. New employee salary rates shall be increased at a rate of two percent (2%) in 2022-2023; two percent (2%) in 2023-2024; and one percent (1%) in year 2024-2025.

Section 2. Effective July 1, 2006, longevity payments shall be made as follows:

\$550 After 3 years service\*  
\$750 After 5 years service\*  
\$1050 After 10 years service  
\$1700 After 15 years service  
\$2500 After 20 years service  
\$3000 After 25 years service

Only those bargaining unit members employed by the District as of January 18<sup>th</sup>, 2007 (Date of MOA) or who retired from service from the District between July 1, 2006 and January 18<sup>th</sup>, 2007 (Date of MOA) are eligible for retroactive payment of longevity.

\* Longevity payments for after 3 years of service and after 5 years of service apply only to those bargaining unit members hired prior to January 18<sup>th</sup>, 2007.

Section 3. Stipends  
Groundskeeper: \$750 per year

Head Cook: An annual stipend calculated as an additional \$150 per school serviced by the Head Cook. For example, if the Head Cook is assigned to one school but also supervises food delivered to 4 additional schools, the employee would receive a stipend of \$750.

Food Service Secretary	-	\$1,500 annually*
Building and Grounds Secretary	-	\$2,000 annually*
Medicaid Stipend	-	\$4,000 annually*

\*The stipends set forth above shall sunset, and have no further force or effect, effective June 30, 2025

**ARTICLE V**  
**WORK YEAR, WORK WEEK AND WORK DAY**

Section 1. The workweek for all employees shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays not in excess of eight (8) hours per day, Monday thru Friday except as herein otherwise provided. Employees hired after January 1, 1993, may be scheduled to work Saturday and/or Sunday provided they have a workweek consisting of consecutive days.

Section 2. Employees workday shall be pursuant to the following schedule:

Group	# of Actual Work Hours	Lunch	Total	15 Minute Break
Custodian/Groundskeeper	7.5	.5	8	Yes
Senior Custodian	7	.5	7.5	Yes
Cleaners	7	.5	7.5	Yes
Building Maintenance Mechanic	7.5	.5	8	Yes
Senior Typist 10-Month	6.5	.5	7	Yes
Senior Typist 12-Month School	6.5	.5	7	Yes
Receptionist	6.5	1	7.5	Yes
Teacher Aide	6	.5	6.5	Yes
LPN	6.5	.5	7	Yes
Food Service Helper	5.5	.5	6	Yes
Head Cook	6.5	.5	7	Yes
Assistant Cook	6	.5	6.5	Yes
Food Service Motor Vehicle Operator	6.5	.5	7	Yes
Parent Liaison	7	1	8	Yes
Registrar Clerk	7	1	8	Yes
Senior Typist Central Office 12-Month	6.5	1	7.5	Yes
Senior Account Clerk Typist Central Office	6.5	1	7.5	Yes



Group	# of Actual Work Hours	Lunch	Total	15 Minute Break
Chief Information Officer	7	1	8	Yes
Director of Technology	7	1	8	Yes

**12-Month Employee Work Year: (July 1 to June 30):**

The Custodial and Maintenance staff shall work a seven and one-half (7-1/2) hour day, five (5) days per week. Custodians employed on the second shift will work seven (7) hours per day, five (5) days per week. Clerical Staff in the Central Office shall work six and one-half (6-1/2) hours per day, five (5) days per week. The Clerical Staff in the schools shall work six and one-half (6-1/2) hours per day, five (5) days per week when school is in session from September 1 to June 30. During summer months when school is not in session, the Clerical Staff in the schools shall work six and one-half (6-1/2) hours per day, five (5) days per week.

**10-Month Employee Work Year:**

Teacher Aides, Monitors, Cafeteria Staff and Drivers shall report from the first day of school to the last day, including Superintendent Conference Days which do not fall on holidays. The number of reporting days shall not exceed 182 days. The Clerical Staff in the schools shall work six and one-half (6-1/2) hours per day, five (5) days per week from September 1 to June 30, excluding school recess periods. The Clerical Staff shall be paid their per diem rate for all days in excess of 182.

10-Month employees and 12-Month guidance secretaries may voluntarily elect to work Election Day. An employee who chooses to work Election Day shall be paid their per diem rate for Election Day.

**Section 3.**

- a. When school is closed for weather conditions, ten (10) month receptionists are not expected to report to work.
- b. Ten (10) month receptionists will work for five (5) work days before school opens in the fall and for five (5) days following school closing in the spring. All such days worked shall result in additional pay based on the employee's then applicable per diem or hourly rate.
- c. Should the School District determine that additional receptionist work is required in the summer, such work will be offered first to receptionist by order of seniority. Should such work not be taken by receptionist, in whole or in part, then such work may be offered to other bargaining unit personnel by order of seniority.

- d. Ten (10) month receptionists shall continue to work a work day consisting of 6.5 hours plus an hour paid lunch.
- e. Ten (10) month receptionists shall be provided the same 13 days per year of sick leave as are provided other ten month employees under the collective bargaining agreement.
- f. When custodians are required to perform a building check on holidays or weekends, they shall be guaranteed a minimum of two (2) hours pay. These checks will be performed during reasonable hours on a scheduled time format set up by the District. The District may schedule flex time hours if agreeable between the employee and the employee's supervisor.
- g. At the Central Offices, one secretary shall start work at 8:00 AM, and one secretary shall be scheduled to work until 4:30 PM. At the Middle School and High School, one secretary shall be scheduled to work at 7:30 AM during the student school year.

Section 4. The workday's hours shall not be changed unless by mutual agreement. However, in instances where the District, because of operating needs, requires workday hours other than presently in effect, two (2) weeks' advance notice to such change is required. In the event that no employee voluntarily accepts the workday hour changes, assignment shall then be made to the least senior employee in the affected job title.

Section 5. Members of the Association must provide a minimum of two (2) weeks' notice of leaving employment with the Cohoes City School District.

## **ARTICLE VI OVERTIME**

Section 1. The School District agrees that all employees shall be compensated at the rate of time and one-half of the employee's regular rate of pay for all hours worked after forty (40) hours in a work week, provided that paid time off shall be used in calculating the forty hours required for overtime. Whenever possible, all overtime work schedules involving specific categories of employees shall be made known in advance.

Section 2. There shall be no change in an employee's workday or workweek to avoid the payment of overtime.

Section 3. Compensatory Time - Eligible employees (e.g., buildings and grounds employees) shall, at their option, and with the prior written approval of their supervisors, receive compensatory time for all hours worked in excess of forty (40) hours in any workweek. There shall be an annual cap on compensatory time equivalent to two (2)

weeks' time (according to job title). Employees may use compensatory time at their discretion, subject to the prior approval of the employees' supervisor(s). Any unused compensatory time shall carryover to the following year.

## **ARTICLE VII WORKING CONDITIONS**

- Section 1. Beginning July 1, 1978, CSEA members shall be granted the right of notification and discussion of major policy changes affecting groups of employees.
- Section 2. Custodians, truck-drivers, or other appropriate personnel shall do heavy work such as carrying books. Office Workers, Teacher Aides and Monitors and Food Service workers shall not be required to lift an unreasonably heavy weight.
- Section 3. A substitute list of part-time personnel to replace School District employees who are off the job for a period of more than one (1) week will be used, exclusive of vacation periods, in accordance with Civil Service rules.
- Section 4. Substitute employees who are used as full time substitutes for at least 40 consecutive days shall be placed in the bargaining unit and receive benefits accordingly.
- Section 5. All study halls monitored by aides will be kept within reasonable limits but shall not exceed 35 students per aide.
- Section 6. The School District shall provide safety goggles for all Custodians.
- Section 7. The clerical staff in the schools shall be under no obligation to remain in their respective school building during their lunch period.
- Section 8. The District shall provide uniforms to the Motor Vehicle Operator, Custodians and Maintenance personnel which must be worn on duty. Each Custodian will receive two (2) pairs of pants and five (5) shirts annually. Employees who fail to wear the uniform as required may be subject to disciplinary action. Custodial and maintenance personnel shall also be provided with a winter jacket on a biannual basis. Individual winter jackets will be replaced more frequently, as needed, if the jacket becomes unusable due to damage or other reasons.
- Section 9. Effective July 1, 2022, and each year thereafter, the District shall reimburse up to one hundred fifty dollars (\$150.00) per year for one (1) pair of shoes for the Cafeteria and Facilities personnel. For new hires, the reimbursement will be provided upon the successful completion of the probation period.

Section 10. Out-of-Title Work - An employee who is assigned and who works in a higher job classification for a period of one week shall receive payment at a higher rate. Such higher rate of compensation shall be determined by applying the percentage differential between the starting salary for the employee's official job classification and the starting salary for the higher job classification to the employee's official compensation rate. An employee who works in a higher job for one week preceding and is scheduled to work in a higher classification immediately after a school holiday or recess period will be compensated at such higher rate during the holiday or recess period. An employee who is assigned and who works in a higher job classification for a period of one week but who works less than the regularly scheduled hours of the higher job classification will be compensated at such higher rate of pay only for the hours worked. Compensation for holiday and recess periods for such employees will be at the regular rate of pay based on their official job classification.

Section 11. Classroom Assignments - Teacher Aides assigned to perform duties in a classroom in the absence of a teacher or substitute teacher out of the building or unavailable shall receive an additional \$15.00 per class to a maximum of \$30.00 per day or two (2) classes.

Upon request of the CSEA, the District will consider using two Teacher Aides/Monitors to cover a classroom in the absence of a teacher or sub for classroom settings that are deemed to warrant extra supervision.

Section 12. Employees shall be permitted 15-minute break periods as indicated in Article V. Upon request of the supervisor, break periods may be suspended due to the workload. However, the Employer shall not suspend more than 10 break periods in each year of this contract.

Section 13. 10-Month employees may opt to receive pay over 22 or 26 biweekly pay schedule.

Section 14. When school is closed for weather conditions, non-instructional employees with the exception of the 12 month Receptionists (10 month Receptionists are not required to report), Custodial and Maintenance staff, shall not be expected to report to their schools or offices unless notified to the contrary by their supervisor. When school is closed due to other emergencies for which custodial staff is not required (as per the Chief School Officer or their designee), the Custodial staff shall not be charged for leave time.

In the event that all snow days are not utilized during the school year, one (1) day shall be added to the Memorial Day vacation. (This shall apply only when school is not in session.)

Section 15. Employees shall be provided with a copy of their respective Civil Service job description upon written request.

Section 16. An employee who is required to use his/her vehicle in performance of their assigned duties, shall be paid the IRS rate per approved mile of business travel. Employees shall be allowed 15 minutes travel time from one campus to another and shall be allowed 5 minutes travel time between buildings on the same campus.

## **ARTICLE VIII HOLIDAYS**

Section 1. The Central Office staff, Custodial and Maintenance staff shall be entitled to fifteen (16) paid holidays as outlined for each year of the contract period. The clerical staff in the schools shall be entitled to those holidays that are observed when the school is not in session. In the event that a holiday falls on a school day, another day will be selected to replace same, with the approval of the CSEA Unit.

Independence Day	First working day After Christmas
Labor Day	New Year's Eve Day (12-month employees only)
Columbus Day	New Year's Day
Veteran Day	Martin Luther King's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Last working day before Christmas	Memorial Day
Christmas	Juneteenth

In addition, employees may be granted the Friday before Memorial Day off if there is no school due to unused snow day. (See Article VII Section 14)

Section 2. In the event an employee works on a holiday, the employee may opt for another comp day or another full day's pay.

## **ARTICLE IX VACATIONS**

**Section 1.** All twelve (12) month employees will earn vacation leave as follows:

11 days after 1 year of service  
12 days after 3 years of service  
13 days after 4 years of service  
15 days after 5 years of service  
20 days after 12 years of service  
25 days after 25 years of service

Vacation days are subject to the advanced approval of the Supervisor. Vacation time preference will be based upon employee seniority.

Employees hired prior to January 18th, 2007 receive earned vacation leave on July 1st of each year.

Employees hired on or after January 18th, 2007 but before July 1, 2017 will also receive earned vacation leave on July 1st. For the 2017-2018 school year, these employees will be advanced their earned vacation leave on July 1, 2017. Each year thereafter, these employees will receive their earned vacation leave on July 1<sup>st</sup> of each year. In the event one of these employees separates service prior to July 1<sup>st</sup>, 2018, they will be responsible for reimbursing the district for any vacation leave that was used but not earned prior to their anniversary date.

**Section 2.** An employee who has completed six (6) months of service shall be credited five (5) vacation days only in extenuating circumstances and subject to the approval of the Superintendent. Should an employee be approved to use five (5) vacation days, said employee will only receive six (6) days of vacation leave after one (1) year of service.

**Section 3.** Vacation time is not cumulative from one fiscal year to another unless approved by the Superintendent.

**ARTICLE X**  
**SICK LEAVE AND PERSONAL LEAVE**

Section 1. Employees shall be entitled to sick leave as follows, accumulative to a maximum of 240 days.

1<sup>st</sup> year – 5 days

2<sup>nd</sup> year – 7 days

3<sup>rd</sup> year – 9 days

4<sup>th</sup> year and beyond- 15 days for 12-Month employees  
13 days for 10-Month employees

Section 2. Employees shall be informed in writing once a year of their number of accumulative sick leave days.

Section 3. Employees shall be allowed a maximum of ten (10) days of leave with full pay during each school year because of serious illness in his/her immediate family in the same household; provided, however, such employee has used ten (10) of his/her accumulated sick leave days under this provision. The ten (10) days granted hereunder shall not be charged against sick leave allowance or deducted from accumulated sick leave.

An employee shall be granted an extended sick leave without pay up to one (1) year for the purpose of caring for a serious ill member of his/her immediate family. The Board may also grant additional leave without pay for this purpose.

- Section 4.
- a. Days allowed for absence due to injuries suffered on school premises or in the performance of assigned duties, subject to certification by a duly qualified physician as to duration of the disability, shall not be deducted from sick leave allowance. In such circumstances, the Board shall continue to pay the employee his/her regular salary and benefits for the first four months of the period involved. For the period the employee is in a fully paid status, the allowance paid the employee under Worker's Compensation shall be transferred to the Board. The employee shall not lose retirement benefits or any other emoluments of value which accrue to employees not so affected. The burden of proving the injuries sustained or the disease contracted, was occupationally connected shall rest with the employee.
  - b. If during any period of work related disability the employee is able to perform light duty as certified by the employee's physician or a physician selected by the District and such light duty is available, the employee shall return to light duty at his/her full pay. Any disputes regarding the employee's release for light duty shall be referred to the District's Worker's Compensation carrier's assigned independent medical evaluator (IME). The decision of the IME regarding light duty shall be

binding on the employee and the District.

Section 5. Personal Leave - All full-time personnel shall receive four (4) personal days per year. All requests for personal days are to be consistent with Section 8 of this Article. Unused personal days will be added to sick leave accumulation.

Section 6. a. The District shall provide payment for unused, accumulated sick leave credits up to 40 days upon an employee's retirement, separation (except for termination for cause) or death. For employees with 5 or more years of service, payment shall be made for a maximum of 50 days. Employees with 10 or more years of full-time employment, such payment shall be made to a maximum of 60 days. For employees with 20 or more years of full-time employment, the District will provide payment for unused, accumulated sick leave credits up to 75 days.

b. In order to be eligible for the sick leave buy-out, otherwise eligible employees must provide prior notice of anticipated resignation to the District. For the purposes of retirements occurring on or after July 1, 2023, such notice shall be made no later than February 1 of the year preceding retirement. For all other resignations/separations, notice shall be at least two (2) weeks prior to separation (except for separation for cause, which is excluded from the benefit provided in this section).

Section 7. Leave Donation Program

- a. Association members will be permitted to donate up to ten (10%) percent of their sick leave accruals as of July 1, to employees with a serious, life-threatening illness who have exhausted their personal leave accruals and wish to participate in the donation program.
- b. Leave donations will be voluntary. Employees will submit their donations in writing to Assistant Superintendent for Business and Operations within five business days of the posting of the donation request. Only necessary record keeping personnel shall be informed of an employee's donation in an effort to keep all donations as anonymous as possible. The recipient will not be informed of the names of donating employees or the amount of days donated.
- c. The recipient will be placed, retroactively, on paid leave status based on the amount of donations received. If the leave donations do not cover the full period of the anticipated absence, the recipient will be on leave without pay for the remainder of that period.
- d. If leave donations exceed the number of days needed to place the recipient on paid leave status for the anticipated period of absence, unused donated days will be returned, to the extent possible, on a prorated basis to donating Association members. Only full days shall be returned to donating Association members.



Section 8. Both the School District and the CSEA recognize the need for and importance of employees maintaining a good attendance record. Sick leave is to be used for legitimate illness and personal leave is to be used for business of a personal nature that can only be conducted during work hours. Neither personal leave nor sick leave may be used to extend a vacation or holiday or holiday weekend, (i.e., such days may not be used on schedule workdays immediately before or after the holiday, holiday-weekend, or vacation period). If an employee wishes to use a personal leave day immediately before or after a holiday, holiday weekend or vacation period, the employee must provide a reason for such request on the leave request form.

The District may require that an employee provide proper documentation verifying an illness if it is suspected that the employee has developed a pattern of sick leave misuse or has used an excessive amount of sick leave. Such requirement shall be in writing and shall apply to each future absence if the pattern of sick leave continues. This requirement of furnishing a doctor's verification shall be for a reasonable time and shall not exceed five (5) months.

Section 9. The School District shall establish standards of attendance which shall be consistent with all the provisions of this Agreement. An Attendance Committee, consisting of two Unit members selected by the Unit President and two District Officials selected by the Superintendent of Schools, shall review cases of attendance problems presented to it by the District and CSEA and make recommendations to the Assistant Superintendent for Business and Operations.

## **ARTICLE XI OTHER LEAVES**

Section 1. All employees will be entitled to the following absences with pay each year with such days not to be deducted from sick leave:

A. Any time necessary for appearance in any legal proceedings connected with employment or with the School System or for the performance of jury duty, or because they have been subpoenaed in a legal matter.

B. Time not to exceed five (5) days on any occasion in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, domestic partner or the primary person responsible for the employee's upbringing. The addition of domestic partner and primary person language shall sunset at the end of this agreement and shall be subject to review as to quantity of use and potential for abuse. Time not to exceed three (3)

days on any occasion in the event of the death of an employee's brother-in-law, sister-in-law, grandfather, grandmother, or grandchild. Five (5) days will be allowed if grandparents or grandchild is a member of the employee's household.

- Section 2.
- A. Childcare leave will be granted for one year upon written request. The option of a second year is obtainable upon written request, provided the request is submitted at least sixty days prior to the termination of the initial leave. This leave of absence without pay will be without benefits unless the employee is otherwise eligible under state or federal law.
  - B. Disability or illness, during and as a result of pregnancy and childbirth, but prior to the commencement of an unpaid child care leave, will be regarded in the same manner as any other disability or illness. Sick leave shall not be used during an unpaid leave of absence for childcare purposes. Sick leave may only be used for the time period for which a physician certifies the employee to be physically disabled due to pregnancy or childbirth and only to the extent that the employee has sick leave days available. The employee shall be entitled to commence an unpaid childcare leave after such period of disability.

## **ARTICLE XII**

### **PENSION, HEALTH INSURANCE, VISION CARE AND DENTAL INSURANCE**

Section 1.     Pensions

- A. Commencing July 1, 2002, the District shall provide the benefits of Section 75(i) of the Retirement and Social Security Law in accordance with the rules and regulations of the New York State Employees' Retirement System. All unit members shall be eligible to join the New York State Employees' Retirement System in accordance with its rules and regulations.
- B. It is agreed that, under Section 41-j and 341-J of the Retirement and Social Security Law, up to 165 days of an employee's unused sick leave is to be applied as additional service credit upon retirement. This provision will be effective June 18, 1979.

Section 2.     Health Insurance

- A. Effective on or about September 1, 2022, the District shall provide the following health insurance plans to eligible members of the Association:
  - 1)     Traditional Blue PPO 815 – CASHIC Model Plan
  - 2)     Traditional Blue POS 218 – CASHIC Model Plan
  - 3)     CDPHP EPO – CASHIC Model Plan

The foregoing health insurance plans are *in lieu* of, and not in addition to,

and health insurance plans previously offered by the District to members of the Association.

- B. Effective March 1, 2007, or as soon thereafter as practicable, the District will no longer offer the Blue Shield Par Plus plan to any bargaining unit members and shall replace that with the Blue Shield of Northeastern New York's Traditional Blue PPO.

The District will no longer offer the Blue Shield Par Plus or MVP plans to current employees. The District will continue to offer the Blue Shield Par Plus plan to current retirees who shall also have the option of moving to the PPO or some other plan offered by the District. Once a retiree elects to discontinue participation in the Par Plus plan, they may not revert to the Par Plus at any later time.

Effective July 1, 2000, the premium cost split for employees shall become 95% paid by the employer and 5% paid by the employee for any plan chosen by the employee. Effective July 1, 2012, the premium cost split for employees shall become 93% paid by the employer and 7% paid by the employee for any plan chosen by the employee. Effective July 1, 2013, the premium cost split for employees shall become 90% paid by the employer and 10% paid by the employee for any plan chosen by the employee. Effective July 1, 2018, the premium cost split for employees shall become 89% paid by the employer and 11% paid by the employee for any plan chosen by the employee. Effective July 1, 2019, the premium cost split for employees shall become 88% paid by the employer and 12% paid by the employee for any plan chosen by the employee. Effective July 1, 2020, the premium cost split for employees shall become 87% paid by the employer and 13% paid by the employee for any plan chosen by the employee. Effective July 1, 2021, the premium cost split for employees shall become 86% paid by the employer and 14% paid by the employee for any plan chosen by the employee.

- C. Commencing July 1, 1973, the School District shall contribute 100% of an individual's premium and 50% of the family plan for dependents after retirement. From July 1, 2017 through June 30, 2022, the School District shall continue to contribute 100% of the premium for an individual retiree health insurance plan. Effective July 1, 2022, retirees may choose coverage through one of the plans then available to active members at a district contribution rate of 90% for the individual plan. Effective July 1, 2017, retirees may choose coverage through one of the plans then available to active members at a district contribution rate of at a district contribution rate of 80% for the two-person plan, and at a district contribution rate of 70% for the family plan.

Employees hired on or after July 1, 2017 shall be required to have at least ten (10) years of service to obtain retiree health insurance coverage.

For Association members retiring from employment with the District on or after July 1, 2022, upon reaching the age of 65, retirees shall be required to join the Medicare Advantage Plan offered by the District. Effective July 1, 2023, Association members shall provide notice of anticipated retirement to the District no later than February 1 of the year preceding such retirement.

- D. Deductibles. Effective 7/1/98, the annual deductibles shall become \$200 for individual and \$400 for the family plan.
- E. Co-Pays. The Blue Shield of Northeastern New York's Traditional PPO plan will have a co-pay of \$25. The District will continue to also offer the CDPHP and POS plans which will have a co-pay of \$25.
- F. Prescription – Effective March 1, 2007, or as soon thereafter as practicable, the District shall carve out its prescription plan coverage from the PPO, CDPHP, and POS plans for a single District sponsored plan. The plan shall provide for prescription co-pays of \$5 generic/ \$25 formulary/ \$40 non-formulary for all current members and members who retire on or after March 1, 2007. The plan shall provide for prescription co-pays of \$0 generic/ \$15 formulary/ \$40 non-formulary for retirees who retired prior to March 1, 2007. The plan shall provide for mail order with the applicable co-pay to be twice for a three-month (90 day) supply.

Section 3. Dental Insurance - Effective July 1, 1984, the Cohoes CSD will pay, in full, the cost of the CSEA Employee Benefit Fund Sunrise Dental Insurance Plan.

Section 4. Vision Care Insurance - Effective January 1, 1991, the Cohoes CSD shall provide to all employees the CSEA Employee Benefit Fund Silver 12 Vision Care Plan.

Section 5. Effective July 1, 1998 the District shall initiate an IRC 125 Plan.

Section 6. Health Insurance Buyout

- a. Unit members or retirees that are otherwise health insured may voluntarily opt out of the School District's health insurance program and receive a payment for opting out as follows:

Individual/Retiree -	\$1,200
Two-Person -	\$2,000
Family -	\$2,500

- b. The employee must give written notice of opting out on or before May 31<sup>st</sup> for the period commencing July 1<sup>st</sup> of the following school year and must also produce proof of other health insurance at the time of making application for the buyout.
- c. Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable year. Newly hired employees may opt out of and receive this benefit on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.
- d. In the event that a unit member leaves the employ of the District after receiving a buy-out payment, but before the end of the applicable time period covered by the payment, said unit member shall be obligated to repay the District on a pro-rated basis the amount of the buy-out payment for the part of the period of the buy-out. The District is also expressly authorized to deduct that amount from the remaining paycheck(s) of said employee in the event that repayment is not otherwise made.
- e. One half of the buyout amount shall be paid in December; the other half of the buyout amount shall be paid in June.

### **ARTICLE XIII SENIORITY**

- Section 1. Seniority shall begin when a person is appointed to a position in the District and shall be based on continuous service from that date. Retroactive full time or pro-rated part-time seniority accumulation will be allowed for continuous service immediately preceding appointment. Departmental seniority shall be established within the following groups: 1) Cleaners, 2) Custodians, 3) Maintenance Mechanic, 4) Clerical Staff in Schools and Central Office, and 5) Full-time Teacher Aides, and 6) Full-time Cafeteria Personnel.
- Section 2. In the event of a reduction of the workforce, the non-competitive or labor class employee with the least seniority (as defined in Section 1 within the following groups 1) Cleaners, 2) Custodians, 3) Maintenance Mechanic, 4) Clerical Staff in Schools and Central Office, 5) Full-time Teacher Aides, and 6) Full-time Cafeteria Personnel) shall be laid off first. Competitive class employees shall be laid off in accordance with Section 80 of the Civil Service Law.

- Section 3.
- a. All promotions, vacancies and new openings shall be posted in a conspicuous place at least five (5) days prior to the position being filled.
  - b. Notices to posted positions shall contain the title of the position to be filled, the minimum qualifications of the position as determined by the Cohoes Civil Service Commission, the current work location, the shift of the position and the annual salary range.
  - c. All job positions will be given to the Unit President before being posted.
  - d. Preferential consideration, considering the factors as listed in Section "F" below, to a vacant position shall be given to employees holding the same job title on a permanent basis who seek reassignment to another work location.
  - e. Appointments to competitive class positions shall be made in accordance with applicable Civil Service rules.
  - f. Appointments to vacancies in the non-competitive and labor class shall be made on the basis of qualifications, experience and seniority, with the order of importance being as listed.
  - g. Employees not selected for job vacancies shall be notified in writing of the fact of non-selection.
- Section 4. Bargaining unit employees who apply for posted positions, and who are qualified for the position, shall be interviewed for the position.
- Section 5. An employee who is promoted to a higher job classification shall be placed on a step that would reflect a salary raise closest to and above his/her present salary.
- Section 6. Employees who fail the test in the promotional position, or who do not satisfactorily complete the probationary period of the promotional position, shall be entitled to return to their former position or an equivalent position.
- Section 7. The District shall provide to the CSEA Unit President the name, title, seniority date and rate of pay for all members of the bargaining unit by the first week of October of each year.

The District agrees to notify the Unit President of all new hires and employment status changes as they occur during the year.

#### **ARTICLE XIV GRIEVANCE AND DISCIPLINARY PROCEDURE**

- Section 1. The grievance procedure is outlined under Schedule "A" which is an addendum to this contract.
- Section 2. The disciplinary procedure is outlined under Schedule "B" which is an addendum to this contract.
- Section 3. The District agrees to provide both the employee and CSEA Unit President, a copy of all disciplinary charges.

#### **ARTICLE XV RECIPROCAL RIGHTS**

- Section 1. The Board recognizes the right of CSEA employees to designate representatives to appear on their behalf to adjust salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such representatives shall also be permitted to appear at hearings before the Board upon the request of the employee.
- Section 2. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. Such notices shall be submitted to the Superintendent of Schools for approval prior to posting.
- Section 3. Employees who are appointed or elected for the purpose of adjusting a grievance or assisting in the administration of the contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the employee and the Employer and to provide for uninterrupted operation of the Cohoes City School District.
- Section 4. The CSEA Unit President or designee, shall be allowed three (3) paid days per year for attending a CSEA sponsored function.
- Section 5. The District agrees to provide the CSEA Unit President with a copy of the Board of Education Meeting Minutes.

#### **ARTICLE XVI PAST PRACTICES**

Any rights, privileges, or benefits already accorded to the employees of the Cohoes School District, unless specifically excluded by this Agreement, shall not be rescinded.

#### **ARTICLE XVII CSEA LIAISON COMMITTEE**

- Section 1. The parties to this Agreement hereby establish a CSEA Liaison Committee composed of the CSEA President and Vice-President and the Superintendent of Schools and Assistant Superintendent for Business and Operations. Other association officers and district administrators may attend as needed. The Committee shall meet on an as needed basis to discuss labor-management situations, unless the parties mutually agree to meet more or less frequently.

#### **ARTICLE XVIII REVIEW OF PERSONNEL FILES**

- Section 1. Employees shall be allowed to review their personnel file in the presence of an appropriate official of the District upon five days written notice to the District.
- Section 2. Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. Employees may submit a rebuttal of reasonable length on any such derogatory material. The rebuttal shall be placed in the personnel file.

#### **ARTICLE XIX LEGISLATIVE ACTION**

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

#### **ARTICLE XX DURATION**

This Agreement shall commence on July 1, 2022 and continue in effect through June 30, 2025.



FOR THE DISTRICT:

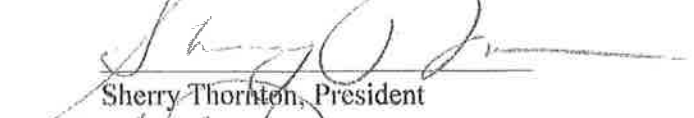


Peggy O'Shea  
Superintendent

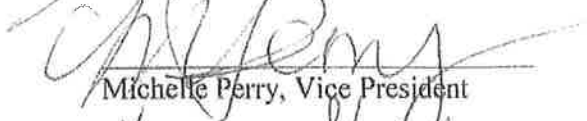


Stacy Mackey  
School Business Official


FOR THE CSEA UNIT:



Sherry Thornton, President



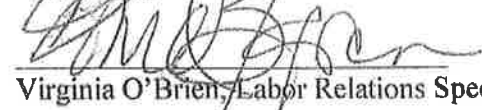
Michelle Perry, Vice President



Negotiating Team Member



Negotiating Team Member



Virginia O'Brien, Labor Relations Specialist



## **SCHEDULE "A" GRIEVANCE PROCEDURE**

### **DECLARATION OF PRINCIPLES**

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the grievance procedure by a representative from CSEA.

### **SUBJECT MATTER**

A "grievance" shall mean any violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rules or any other condition or employment which relates to or involves the employee(s), unless otherwise reviewable by law.

### **INITIAL PRESENTATION**

- A. An employee who claims to have a grievance shall present his/her grievance to the Immediate Supervisor, in writing, within twenty (20) working days after the grievance occurs, or becomes known to the employee.
- B. The Immediate Supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her supervisors if necessary on an informal basis.
- C. Within ten (10) working days after the presentation of the grievance, the Immediate Supervisor shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative, if any.

### **SECOND STAGE**

- A. If an employee presenting a grievance be not satisfied with the decision made by their Immediate Supervisor, they may, within ten (10) working days thereafter, request a review and determination of their grievance by the Superintendent. Such request must be in writing and shall contain a statement as to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Superintendent and the Immediate Supervisor to whom the grievance was originally presented. Thereupon, and within two (2) working days after receiving such request, the Immediate Supervisor shall submit to the Superintendent a written statement of their information concerning the nature of the grievance and the facts relating to it.
- B. The Superintendent or the Superintendent's designee may, and at the request of the employee shall, hold a hearing within ten (10) working days after receiving the written request and statement from the employee. The employee and their representative, if any, may appear at the hearing and present oral statements or arguments.

- C. Within ten (10) working days after the close of the hearing, or within eight (8) working days after the grievance has been submitted to them, if there was no hearing, the Superintendent or the Superintendent's designee, shall make their decision and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

#### LEGISLATIVE REVIEW

- A. If an employee presenting a grievance is not satisfied with the decision made by the Superintendent, or the Superintendent's designee, he/she may, within ten (10) working days thereafter, request a review by the local legislative body. The legislative body, or a sub-committee thereof, shall hold a hearing within thirty (30) calendar days after receipt of the written request for review.
- B. New evidence, testimony, or arguments, as well as any document, exhibit or other information submitted to the Department Head, or his/her nominee, may be introduced by the employee or the Department Head, or his/her nominee.
- C. The Legislative Review Hearing shall not be bound by formal rules of evidence.
- D. The Legislative Body shall render a decision within thirty (30) calendar days after the close of the hearing and shall communicate same to the employees and his/her representative, if any.

#### FINAL AND BINDING ARBITRATION

If the grievance is unresolved by the decision of the Legislative Body, CSEA may submit the grievance to the Public Employment Relations Board (PERB), for final and binding arbitration by a PERB Arbitrator. The cost of the Arbitrator shall be shared equally by CSEA and the School Board.

#### GENERAL CONDITIONS

- A. Any meeting or any step in the grievance procedure may be waived if both parties consent. Similarly, any time limit, either for rendering a decision or conducting a hearing, can be extended with the consent of both parties. A request for an extension in time must be made in writing.
- B. If a decision is not made within the required time limit, the grievant can advance the appeal to the next step.
- C. Grievances involving two (2) or more employees may be filed by the CSEA directly at the Second Stage level.

**SCHEDULE "B"**  
**DISCIPLINARY PROCEDURE**

- Section 1. An employee shall not be terminated or otherwise subject to Disciplinary penalty until the following procedures have been utilized, except as allowed in Section 8 below. This procedure is in lieu of and supplants Civil Service Law Sections 75 and 76.
- Section 2. When the District seeks the imposition of a written reprimand, a fine not to exceed \$100, suspension without pay for a period not to exceed 30 days, demotion in title, imposition of a probationary period, or dismissal from District service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for in competency, misconduct or insubordination. The specific acts for which discipline is being sought and the proposed penalty shall be specified in the notice.
- Section 3. An employee facing disciplinary action shall be allowed ten (10) days for answering the charge in writing to the Superintendent of Schools. A meeting shall be held by the Superintendent, or designee, within five (5) days of the employee's appeal, with a written determination rendered within five (5) days of the meeting.
- The meeting held by the Superintendent or designee shall only be rescheduled by mutual agreement, which shall not be unreasonably withheld by either party. Any rescheduled meeting must take place within ten (10) business days, unless extended by mutual agreement. If the rescheduled meeting does not take place as scheduled, and such failure is not the result of the District's availability, the District may implement the penalty on the rescheduled date. If the rescheduled meeting does not take place as a result of the District's representatives being unavailable, the District cannot implement the penalty unless otherwise authorized herein.
- Section 4. CSEA may file an adverse determination of the Superintendent to final and binding arbitration through the PERB. A notice to the District of CSEA's intent to arbitrate the matter shall be provided within ten (10) days of receipt of the Superintendent's decision.
- Section 5. No penalty may be implemented prior to the utilization of this procedure unless mutually agreed to at any level of the procedure, except as allowed under Section 8 below.
- Section 6. The decision of the arbitrator in all disciplinary matters shall be final and binding. The cost of such arbitration shall be shared equally by the Union and District.
- Section 7. Probationary employees shall not be afforded the disciplinary and termination protection provided herein, including Section 8 below.

**Section 8.** If the district determines that a worker's presence at work endangers or jeopardizes the health or safety of others in the workplace, the district may immediately discharge or suspend the employee without pay. If the union objects to the discharge or suspension, the union can file for arbitration within ten workdays of the suspension or discharge. The filing for arbitration by the union shall be by registered mail, or by certified mail with proof of service, with copies to both PERB and the Superintendent of Schools. Failure to file for arbitration within the ten workdays of the suspension or discharge shall constitute a withdrawal of the grievance. While suspended, the employee may use sick leave, personal leave or vacation.

## Schedule C

### Starting Salary for New Hires

#### Food Service Department (A)

Title	2021-2022	2022-2023	2023-2024	2024-2025
Food Service Helper 6hrs	\$ 15,788	\$ 16,104	\$ 16,426	\$ 16,590
Assistant Cook 6.5 hrs	\$ 17,798	\$ 18,154	\$ 18,517	\$ 18,702
Head Cook 7 hrs	\$ 20,291	\$ 20,697	\$ 21,111	\$ 21,322
Motor Vehicle Operator 7 hrs	\$ 31,794	\$ 32,430	\$ 33,078	\$ 33,409

#### School Clerical (B)

Title	2021-2022	2022-2023	2023-2024	2024-2025
Aide	\$ 16,536	\$ 16,867	\$ 17,204	\$ 17,376
Sr. Typist 10 month	\$ 24,916	\$ 25,414	\$ 25,923	\$ 26,182
Sr. Typist 12 month	\$ 28,552	\$ 29,123	\$ 29,706	\$ 30,003
LPN 10 month	\$ 30,909	\$ 31,527	\$ 32,158	\$ 32,479

#### Maintenance & Custodial (C)

Title	2021-2022	2022-2023	2023-2024	2024-2025
Cleaner/Courier	\$ 32,095	\$ 32,737	\$ 33,392	\$ 33,726
Groundskeeper/Custodian	\$ 35,810	\$ 36,526	\$ 37,257	\$ 37,629
Senior Custodian	\$ 40,465	\$ 41,274	\$ 42,100	\$ 42,521
Building Maintenance Mechanic	\$ 38,762	\$ 39,537	\$ 40,328	\$ 40,731

#### Central Office Clerical (D)

Title	2021-2022	2022-2023	2023-2024	2024-2025
Sr. Account Clerk Typist	\$ 35,304	\$ 36,010	\$ 36,730	\$ 37,098
Account Clerk/Sr. Typist	\$ 32,804	\$ 33,460	\$ 34,129	\$ 34,471
Receptionist 10 month	\$ 23,260	\$ 23,725	\$ 24,200	\$ 24,442
Parent Liason	\$ 43,305	\$ 44,171	\$ 45,055	\$ 45,505
Registrar Clerk 12 month	\$ 41,275	\$ 42,101	\$ 42,943	\$ 43,372
CIO 12 Month	\$ 51,515	\$ 52,545	\$ 53,596	\$ 54,132
Director of Technology Operations	\$ 75,748	\$ 77,263	\$ 78,808	\$ 79,596









**Local 1000, AFSCME, AFL-CIO**  
**143 Washington Ave., Albany, NY 12210**

**Mary E. Sullivan, President**

