

Gateway-Longview, Inc.

AND

Gateway-Longview School Related Professional Association
(Teacher Aides/Assistants and Crisis Intervention Workers)

July 1, 2019 - June 30, 2022

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1. **PRELIMINARY STATEMENT**

The terms of this Agreement supersede any conflicting statements in Gateway - Longview's Personnel Manual. However, the Policies contained in the Personnel Manual will apply to the members of the bargaining unit in the absence of conflicting statements in the Agreement.

2. **AGREEMENT**

THIS AGREEMENT, made and entered into between the Gateway-Longview School Related Professional Association, NYSUT/AFT/NEA hereinafter referred to as the "UNION" and GATEWAY - LONGVIEW, INC. located at 10 Symphony Circle, Buffalo, New York, hereinafter referred to as the "EMPLOYER" or "GATEWAY".

3. **WITNESSETH**

WHEREAS, the UNION has been designated by the majority of the employees of the employer in the bargaining unit as their sole collective bargaining agent with respect to wages, hours, and other conditions of employment; and

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with the problems and controversies arising out of employment is through negotiations and agreement, rather than through strikes and lockout; and

WHEREAS, the contracting parties are desirous of maintaining and promoting the highest standards of service and labor unity;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

4. **BARGAINING UNIT**

- A. The Employer recognizes the union as the sole and exclusive representative for all employees who are currently employed and those who will become employed as enumerated in paragraph "B" of this article.
- B. The term "employee", as used in this Agreement, will include full and part-time as herein defined: all regular full and part-time Teacher Aides/Assistants, Crisis Intervention Workers and Crisis Intervention Specialists employed by the employer in its Residential, Day School/Treatment, and Therapeutic Preschool programs, excluding all office clerical employees, child care workers, maintenance workers, laundry workers, professional employees, and guards and supervisors as defined in the "Act".
- C. The privileges granted under this Article will extend to wages, hours, and conditions of employment.

5. CHECKOFF

- A. The union will furnish the employer with an adequate supply of membership applications and dues deductions authorization card forms which will be presented to each new employee by the employer representative immediately after hire. Each month, the employer will mail to the union at its office, the completed membership applications and a copy of each dues deduction authorization filed by each new employee during the preceding month, together with a list of current and terminated employees.
- B. The president or treasurer of the Association will present signed payroll deduction forms to Human Resources. These cards will remain in effect from year to year while the member is employed by Gateway. All members hired are required to pay a monthly service charge to the Association, in lieu of dues, should the employee not wish to join the Association. The Association is authorized to direct Gateway, in writing, to discharge an employee for non-payment of this monthly service charge. Gateway and the Association affirm that Gateway shall assume no liability for such a discharge.
- C. The employer will deduct union dues over twenty-six (26) pay periods.
- D. New employees are to be notified of the conditions as set forth in this article before hiring by the employer and new employees must be introduced to the union steward on the first day of employment. The Chief Union Steward or designee will be provided with thirty minutes to speak to all new members of the bargaining unit during the first two weeks of their employment.
- E. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the NYSUT's Voice of Teachers in Education (VOTE) and Committee on Political Education (COPE). The Union shall provide a standard voluntary VOTE/COPE Deduction Authorization Form for this purpose. A union member may withdraw their authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union.

6. NO STRIKE - NO LOCKOUT

The union recognizes that in caring for the children, the employer is rendering a necessary and basic service and that any interruption of this service would interfere with the proper treatment of the children. Therefore, the union and its members agree that there will be no strike, slow down, or work stoppage during the terms of this Agreement or any extension thereof, and the employer agrees during said term or any extension that it will not unlawfully lock out its employees.

7. NO DISCRIMINATION AND CONFORMITY TO LAW

- A. The opportunity to give and obtain employment without discrimination because of sex, sexual orientation, race, creed, color, national origin, political affiliation, or citizenship status is hereby recognized by the parties to this Agreement.
- B. The terms "employee", "his", "her" where used shall refer to all employees represented by the Union in the bargaining unit.
- C. Gateway and the Union agree to abide by all applicable Federal and State laws, rules and regulations. The terms of the Agreement shall not apply to the extent inconsistent with the statutory or regulatory provisions, rules or regulations and such terms will be modified by the parties to the extent necessary to achieve conformance. All other provisions of the Agreement shall remain in effect.

8. SAFETY AND HEALTH

- A. The employer will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. If a majority of the affected staff believes there exists a hazardous condition to the health and safety of its members, the President or his designee must, not later than the next working day or at a mutually agreeable time call a conference of all concerned parties to evaluate the problem.
- B. Any injury sustained in the course of employment must be reported immediately to the immediate Supervisor. The report must be made to Human Resources the next business day immediately following the injury.

Injuries covered by New York State Worker's Compensation sustained on the job necessitating absence from work will not be counted as part of the normal sick leave allowance nor will any accrued time be charged. Gateway will pay regular wages for an employee who is out of work due to an injury for less than seven days or has a seven day waiting period before benefits become payable. Accrued time will be "frozen" while an employee is on leave.

- C. If two or more members of the team working directly with a child believe that a child in the program poses a serious danger to other children or staff, a special primary treatment team review conference must be held, not later than the next working day or at a mutually agreeable time, to evaluate the problem and make recommendations.

If the team members are dissatisfied with the decisions or plans formulated at this conference, they may meet with the President immediately, or at a mutually agreeable time, to express this view. All concerned and interested parties may participate in this process.

9. PROBATIONARY EMPLOYMENT

- A. Full-time employees will be deemed probationary for the first one hundred and eighty (180) calendar days of his/her employment. Part-time employees will be deemed probationary for the first two hundred and ten (210) calendar days of his/her employment. In no case will non-extended probation exceed eight (8) calendar months for full or part-time staff.

One extension of thirty (30) days will be granted upon written notification by the employer for either full or part-time probationary employees.

In the case of an extended approved absence beyond five (5) consecutive days of work, the probationary period may be extended by a like number of days.

Employees with seniority who transfer into this bargaining unit shall serve a probationary period of sixty (60) calendar days, in lieu of the above.

- B. If employment is not to be continued beyond the probationary period, whether initiated by the employer or the employee, the opportunity to resign will be given without adversely affecting the employee's credentials except where malfeasance is involved.
- C. The discharge of a probationary employee is not subject to the grievance procedure.
- D. Upon satisfactory completion of the probationary period, all benefits will apply retroactive to the date of employment.
- E. All probationary staff may receive a merit increase commensurate with Probationary Period Job Performance Appraisal.

10. TERMINATION OF EMPLOYMENT

- A. After completion of the probationary period, no employee will be dismissed without just and sufficient cause.
- B. Dismissal - Just and sufficient cause for dismissal will include but not be limited to such serious acts as: intoxication, drinking and/or use of illegal drugs or narcotics while on duty; theft, assault, misappropriation of funds; unsatisfactory job performance evaluations; inappropriately disclosing confidential information; walking off or sleeping while on duty; failure to obtain required physical examinations and chest x-rays; deliberately falsely reporting hours worked or repeated failure to report to work without notification. It is mutually agreed, in accordance with laws and regulations established through the New York State Office of Children and Family Services and the New York State Education Department, that corporal punishment, abuse, and maltreatment are prohibited. Therefore, corporal punishment, abuse and/or maltreatment or failure to report to supervisor incidents of corporal punishment, abuse, and/or maltreatment of children may also be considered as grounds for dismissal.
- C. Dismissal is normally effective immediately with no terminal pay.

- D. Resignation - Employees are expected to give four (4) weeks written notice of resignation. Once an employee has given their four (4) week notice of resignation, he/she will not be allowed to use paid time off during the last two (2) weeks of employment. If prior approval has been given for paid time off during that two (2) week period and the time is taken then such time will not count as time worked for the purpose of fulfilling the four (4) week notice.
- E. If an employee fails to provide the proper notice, it will result in a prorated payout of accrued time based on notice given.
- F. In cases where proper notice has been given by an employee the date of termination may be changed without penalty of the earlier departure is mutually desirable and advisable. In this case the pay out of accrued time will be prorated based on the actual amount of notice that occurs.
- G. If employment is terminated for "just cause" there will be no pay out of accrued time.

11. DISCIPLINARY ACTION

Serious acts, as defined in the Personnel Manual, may be sufficient cause for immediate suspension or dismissal, if an investigation into the situation reveals sufficient justification for such action. Less serious acts will be handled in the following manner:

- A. The supervisor will review the infraction with the employee within ten (10) days of becoming aware of the infraction. The discussion will include the specific improvement expected, and methods of implementing such changes. The union representative may be present at the employee's discretion. The employee will receive written evidence of a verbal warning, not to be included in his personnel file.
- B. If, in the opinion of the supervisor, the infraction is not corrected or is deemed sufficiently serious to warrant formal action, the employee will receive written notice stating the facts of the infraction and suggesting methods of amelioration. This notice will include the provision that immediate improvement or correction of the infraction is expected. A copy of this notice will be inserted in the employee's personnel file and a copy will be sent to the Chief Union Steward or designee and to the Business Agent.
- C. If, in the opinion of the supervisor, the infraction continues, the supervisor, employee and union steward will meet to review the situation. At this step the employee may be given written notice stating that any reoccurrence will result in suspension of one to three days or in cases of extreme seriousness, dismissal. The possibility of suspension or dismissal must be made known to the employee via written warning issued prior to the suspendable act.
- D. The employee and chief union steward will receive written notice of suspension or dismissal.

- E. The immediate supervisor is expected to review the matter in an on-going way with the employee and to summarize the problem and its resolution by means of a special or annual Job Performance Appraisal within one (1) year of the incident.

12. GRIEVANCE PROCEDURE AND ARBITRATION

- A. Grievances arising out of and directly related to the interpretation and application of the written terms of the Agreement will be resolved under the following procedures:

- STEP 1. The aggrieved employee, with a steward's assistance if desired by the employee, will discuss the problem with the appropriate supervisor.

If the grievance is not resolved informally, it will be reduced to writing within ten (10) days of the alleged violation and will state the facts that the employee is relying on, including the date of the alleged violation and the date on which the formal grievance is initiated. The written grievance then will be presented in triplicate to the immediate supervisor. The immediate supervisor will give his written answer within three (3) days. A grievance not involving the immediate supervisor may be submitted directly to the department head or administrator.

- STEP 2. If the grievance is not settled in STEP 1, it will be submitted to the designated Vice President within five (5) days of its return by the immediate supervisor. The designated Vice President will discuss the matter with the employee and/or the steward. The designated Vice President will give his written answer to the employee within five (5) days.

- STEP 3. If the grievance is not settled in STEP 2, the written grievance will be delivered to the President within five (5) days of the receipt of the answer from the designated Vice President. The President will investigate the matter and notify the employee and all related parties to the grievance of his decision within five (5) days.

- STEP 4. If the matter is not resolved at this point, the Union may demand arbitration of the grievance. The demand for arbitration must be made in writing within ten (10) days of receipt of the STEP 3 answer. Failure to furnish such demand for arbitration will constitute a waiver of the arbitration rights as will the failure by the Union to initiate such arbitration within sixty (60) calendar days of the receipt of the written demand for arbitration.

- B. The arbitrator will have authority only to interpret the terms and conditions of this Agreement, and will not have authority to add to, subtract from, or modify in any way the provisions of this Agreement or to ignore any express provision of this Agreement.
- C. The parties will attempt to agree on a mutually acceptable arbitrator. If the parties are unable to so agree, the arbitrator will be selected in accordance with the rules of the Federal Mediation and Conciliation Service.
- D. The expenses of the arbitrator will be shared equally by the employer and the union.
- E. No individual employee may institute an arbitration proceeding. In the event of multiple arbitrations, we mutually agree that an individual arbitrator will be limited to one arbitration at a time.
- F. For the purpose of time limitations in this article, the computation of days will exclude Saturday, Sunday, and agency Holidays. At the STEP I level only, other authorized interruptions of employment of three (3) days duration or longer will also be excluded; the written grievance must contain an explanation for the extension.
- G. When both the union and the agency agree that it is appropriate, Federal Mediation and Conciliation Services will be used as an additional step before going to Arbitration.

13. SENIORITY

- A. Seniority will begin as of the date of original hire or rehire provided such employees have satisfactorily completed the probationary period. Such seniority shall provide the basis for job bidding.
- B. In recognition of the special treatment needs of our residents/students, when less than fifty percent of a program unit's bargaining unit employees are either female or male, Gateway may appoint the applicant who is qualified and whose ability is judged equal but whose seniority may be lower than another applicant, if the lower seniority applicant's gender will bring the composition of the program unit closer to a fifty percent representation balance. Where no applicant is of the appropriate gender, Gateway is unrestricted in seeking a candidate outside the bargaining unit who meets the qualifications, has adjudged ability, and is of the appropriate gender to increase representation closer to the fifty percent balance.
- C. In the event of a curtailment of services whereby layoffs are required, such reduction of staff will take place in the following manner:
 - A. Residential Education Program
 - B. Day School/Treatment Program
 - C. Therapeutic Preschool

Seniority for Teacher Aides and Crisis Intervention Workers will be separately earned in the Residential Education, Day School/Treatment and Therapeutic Preschool programs. Teacher Aides and Crisis Intervention Workers who transfer through the job bidding process across units within their job classification will carry their seniority with them. Crisis Intervention Workers and Teacher Aides who change job classifications through the job bidding process will also carry their seniority with them. No one may earn more than one (1) year's seniority for any one (1) ten month or twelve month school year. The twelve (12) month school year shall fall between July 1st through June 30th and the ten (10) month school year shall fall between September 1st and June 30th.

Lay-off will normally occur by unit and job classification. Those members of the unit with the least seniority at Gateway in the affected job classification affected by the layoff (i.e., Teacher Aide and Crisis Intervention Worker) will be separated first.

In the event of recall, such recall will take place in reverse order, that is, the last person separated in the respective job classification and unit will be the first person recalled in the respectively needed job classification and unit.

- D. In the Therapeutic Preschool unit there is at least one (1) ten (10) month Teacher Aide. During the July and August portion of the Therapeutic Preschool programs, layoffs will be handled in the following manner:
1. If a layoff is required in the Teacher Aide classification, the least senior of the twelve (12) month Teacher Aides working during July or August will be separated first. Recall will occur in reverse order.
 2. If a lay-off is required in the Crisis Intervention Worker classification, the least senior of the Crisis Intervention Workers working during July or August will be separated first. Recall will occur in reverse order.
 3. If the length of the lay-off exceeds the beginning of the ten (10) month school year, then the least senior employee in the total involved program's affected classification (either Teacher Aide or Crisis Intervention Worker) will be laid off for the balance of the lay-off period and, if indicated, the July/August Teacher Aide or Crisis Intervention Worker will be recalled if their respective seniority is greater than the least senior of the total affected classifications
- E. The employer will keep an up-to-date seniority list at all times, listing employees from date of employment. Such seniority lists will be forwarded quarterly to the chief union steward and the union office. The seniority list will also show the employee's rate of pay and job classification/unit seniority.
- F. Seniority rights will be lost for the following reasons:
1. If an employee quits of his/her own accord.
 2. If an employee is discharged for cause and is not reinstated subsequent to the grievance procedure.
 3. If the employee fails to report to work within three (3) days after recall, unless prevented from doing so by illness, death in the family, or if he or she is employed in some other occupation and fails to report within seven (7) calendar days after being recalled.
 4. If an employee is laid off for six (6) consecutive months and was employed for less than two (2) years, is laid off for twelve (12) consecutive months and was employed for more than two (2) years but less than five (5) years; is laid off for eighteen (18) consecutive months and was employed for five (5) years or more.
- G. It is agreed that employees laid off for seven (7) days or less are required to report immediately if assigned. A staff member who is unavailable for recall during one (1) or more of the days he or she is laid off will not have the option of claiming, retroactively, accrued time or personal leave for the day(s) that employee was unavailable for recall.
- H. Employees on an approved leave of absence would accrue seniority for the length of the approved absence.

14. UNION STEWARD

- A. There will be a labor management committee comprised of the Association officers and two (2) stewards designated by the Association President and up to five (5) management representatives designated by the Vice President of Human Resources. The labor management committee will

meet at reasonable times to deal with various problems as they arise.

- B. The employer will provide office space with a telephone for the purpose of conducting on-campus union business and storing union files. Due to space limitations, such space may not be reserved exclusively for union business.
- C. The employer agrees to make time available to the stewards whenever possible for the purposes of consultation with staff and/or the employer when the need for such consultation occurs during the steward's scheduled hours of work. It is the responsibility of the steward to advise the supervisor or another management person if he or she intends to handle a matter during his or another employee's on-duty time which will require his/their absence from their employment. Gateway will assign replacement coverage whenever possible. Both the union and Gateway agree that, whenever possible, the need for replacement coverage should be avoided.
- D. The employer agrees to allow one (1) campus-based union steward to be released fifteen (15) minutes prior to the end of his/her shift to conduct union business at the preschool, upon request, which request will not be unreasonably denied.

15. VISITATION AND MEMBERSHIP MEETINGS

- A. The NYSUT Labor Relations Specialist will have admission to all properties covered by the Agreement in order to discharge his duties as a representative of the union provided, however, this privilege will not be abused. The employer will make available to the union a bulletin board for the purpose of posting union notices.
- B. One union meeting a month of two (2) hours duration may be held after the end of the school in advance of the date of the meeting. Such meetings will not be scheduled when a previously scheduled staff meeting or special children's event has been established. Employees are not paid for time spent at membership meetings.
- C. Employees on duty will be paid during attendance at ratification meetings to a maximum

16. JOB POSTING

- A. If an employee desires to change his job classification or transfer from one program to another within the same job classification, he must make his desire known in writing within the five (5) day posting period. Transfers to another classification or program within the bargaining unit may occur, by seniority, only if there is a vacancy and Gateway accepts the transfer. For purposes of a transfer from one position within the bargaining unit to another program or classification within the bargaining unit, seniority in the pertinent classification is given preference. Current bargaining unit members shall be given the utmost consideration over outsiders but Gateway will make the final determination.
- B. In the case of such classification change or transfer, the vacated job will be posted in the same manner for three (3) days.
- C. The posting period will be exclusive of Saturdays, Sunday or agency holidays.
- D. An employee awarded a job in another classification or a transfer within the same job classification but a different program unit will have the right to reclaim his or her former job upon his written request. Such request will be submitted within thirty (30) calendar days following assignment to the new position.

An employee who elected to return to his/her original job within the thirty (30) calendar days will be prohibited from utilizing the return clause again for a period of one (1) year from the date

of his/her return.

- E. An employee changing to a higher, or lower, paying job classification will receive (where such exists) the hourly difference between the base rate for his former job classification and his current job classification. Such hourly pay difference may increase or decrease the employee's hourly rate as applicable.
- F. All job notices pertaining to the bargaining unit will be posted in designated locations at all sites and will be e-mailed to all employees.
- G. Where dates of hire are the same for two or more employees, a coin toss(es) will be conducted in the presence of a union steward to determine the seniority ranking of those staff affected. The coin toss(es) will be conducted once for all current employees in order to determine their ranking for the purpose of both job bidding and layoffs. Such ranking will be conducted in the same manner for new employees who are hired on the same date and added to the master list.

17. SUB-CONTRACTING

In the event that Gateway contemplates sub-contracting in a manner which would affect the job security of bargaining unit members, Gateway will review the situation beforehand with the union in order to consider together other possible alternatives. If jobs are eliminated, Gateway will retain on the payroll on a seniority basis those individual employees affected if the individual wishes to be retained.

18. INTERRUPTION OF EMPLOYMENT

- A. **Union Business.** A Leave of Absence without pay will be granted to employees for union business upon presentation in writing of such request by the union. Such absence may not exceed one (1) year. No benefits will accrue or be given except seniority rights. Single day leaves for Union Stewards up to a grand total of 15 per year for off-premises union business or training may be granted without pay but without loss of benefits.
- B. **Personal Business**
 - 1. Other than as enumerated above, a Leave of Absence without pay will be granted for a period not to exceed one (1) year for an employee with twenty- four (24) consecutive months of employment at Gateway. Eligibility for a subsequent leave is acquired when the employee has again completed twenty- four (24) consecutive months of service. A written request must be submitted two (2) months in advance through supervisory channels in order to allow for substitute staffing arrangements. Such leave may be delayed for up to three (3) months at that time and scheduled for a later date if one or more staff members assigned to the affected unit and classification is already on leave or scheduled for leave.
 - 2. Any/all accrued benefit time will be "frozen" during a leave of absence. Medical hospital insurance coverage will remain in effect if the person so wishes. If the requested leave is for a duration of three (3) months or less, Gateway will continue to pay its portion of this coverage. If the requested leave is for a period in excess of three (3) months, the full cost of the plan will be borne by the employee effective at the start of the leave. In either case, the employee is expected to work out the details for payment with Human Resources.
 - 3. During a leave of absence, the Group Life Insurance Plan and Accidental Death and Dismemberment Insurance Plan will remain in effect for an enrolled employee for three (3) months. "Credited Service" under the Retirement Plan, for purposes of eventual income and vesting, normally will not accrue during this period.

4. A person securing employment of any nature during a leave is required to advise the department head in writing within one (1) week of beginning such employment. A leave of absence will not be granted, or continued, if a person secures related or non-temporary employment, unless the person is enrolled as a full-time student in an accredited program. Failure to comply with these conditions will result in immediate termination of employment at Gateway.
 5. If a person is granted a leave of absence for the purpose of joining VISTA or the Peace Corps, the leave will be extended for a period not to exceed twenty-eight (28) months in total. He or she is expected to notify the employer and to return to work within two (2) weeks if he voluntarily resigns or is terminated from the above noted organizations after twelve (12) months from the starting date of the leave of absence. Failure to comply will result in immediate termination of employment at Gateway.
- C. **Personal Business in Court** - All regularly scheduled aides/teaching assistants and crisis staff shall be granted leave with pay for attendance at a trial or administrative hearing when required by subpoena or court order or for attendance at a legal proceeding arising out of the employee's lawful performance of duties within the scope of his/her employment. This leave with pay does not apply when the employee or the Association in a proceeding brought against the Agency. The Agency may require documentation to substantiate the employee's required attendance. Notice of such court appearance shall be given as far in advance as possible to allow scheduling off.
- D. **Jury Duty- Leave of Absence** will be granted for jury duty upon request. Proof of such jury duty must be furnished to the employer. The employer will reimburse the employee the difference between jury duty pay and the pay of the employee, not to exceed fifteen (15) work days.
- E. **Maternity Leave** - It is required that all female employees report the condition of pregnancy to their immediate supervisor as soon as such condition is known to the individual concerned. The employer may require a written statement by the attending physician giving the expected date of birth.
- If an employee is absent due to the birth or adoption of a child, has at least one year of service and is working regularly at a minimum of twenty hours per week, he/she may be granted leave for a period not to exceed one year. Parental leave for male employees and female employees (after their medical leave has concluded) that extends beyond 12 weeks is considered a "Personal Leave of Absence" (see section on Personal Leave of Absence Section 18(B)). If the employee has not been employed at Gateway-Longview for at least one year, male employees and female employees (after their medical leave has concluded) may be granted parental leave for a period not to exceed three months. Parental leave must conclude within 12 months from the birth or adoption of the child. Paid time off benefits will be "frozen" during the leave. Gateway-Longview will continue to pay its percentage of the medical and dental insurance premiums for enrolled employees for up to three months. If premium payments are not received by the end of the month in which coverage is for, medical and dental coverage may be cancelled retroactive to the date premiums have been paid through. Coverage will remain cancelled for the duration of the leave. The Agency will provide 15 days notification prior to the cancellation of coverage. In addition, Group/Voluntary Life Insurance and Long Term Disability Coverage will be maintained for enrolled employees for up to twelve weeks. All benefits under FMLA, New York State Short Term Disability, Paid Family Leave and Long Term Disability will apply to parental leave situations where appropriate.
- F. **Military Leave** - Employees on annual maneuvers with the National Guard or Military Reserve will receive, for a period not to exceed fifteen (15) work days, the difference between straight time pay for a thirty-seven and one-half (37 1/2) hour week and the pay he receives from the appropriate military

agency. Employees on leave will suffer no lapse in their medical insurance coverage provided they pay their portion of the coverage. If the employee is on military duty for 3 consecutive months or less Gateway will ensure the employee portion of the coverage cost is paid with the understanding that the employee will reimburse Gateway upon their return. If the employee is on duty for more than 3 consecutive months they must make arrangements that their portion of coverage cost is paid.

- G. Medical – If an employee is absent due to illness, including pregnancy, has at least one year of service and is regularly working a minimum of twenty hours per week, he/she will be granted medical leave for a period not to exceed twelve (12) months. During an absence on medical leave, the employee will not accrue time but will retain seniority rights. Gateway will continue to pay its portion of the medical insurance program for the specified period, if the employee agrees to pay his portion.
- H. A regular employee returning from an approved leave must return to the position they held prior to going on the approved leave. If no such position exists, they will assume the position of the least senior employee in the appropriate job classification and program if they are more senior. (Programs are Residential Education, Day School/Treatment or Therapeutic Pre-School).

19. BEREAVEMENT LEAVE

Employees will be granted time off with pay to regular employees following the death of family members up to the maximums listed on the following schedule:

<u>Relationship</u>	<u>Time off (Days)</u>
Spouse,child	5 days
Parents (including in-laws)	3 days
Siblings (including in-laws).....	3 days
Grandparents/Grandchild	3 days
Other members of employee's household	3 days

The above traditional policy also applies to same sex partners, in accordance with New York State Civil Rights.

Or, an employee may, in advance of need, declare in writing to Human Resources, a list of eight (8) individuals whom he declares as meaning "immediate family" for the purpose of this Section.

20. PAID TIME OFF

Effective 7/1/2019 Paid Time Off (PTO) will be earned on the basis of 5.5 hours per month for a total of 66 hours each year for twelve month preschool 1:1 Aides. Effective 7/1/2019 PTO will be earned on the basis of 7 hours per month for a total of 84 hours each year for full time twelve month day school/residential 1-1 Aides and preschool Teacher Aides and Assistants. Effective 7/1/2019 PTO will be earned on the basis of 8 hours per month for a total of 96 hours each year for full time twelve month Teacher Aides and Teacher Assistants working in day school/residential education and all Crisis Intervention Workers.

- A. PTO for part-time staff is proportionate to the hours they work; i.e. one-half benefits for 20-29 hours per week, and three-quarters for 30-34 hours per week.
- B. Time in the HRB can only be used for a "Serious Health Condition" as defined by FMLA for the employee, their spouse, parent or dependent child. Medical documentation will be required to show "serious health condition". Employees will be required to use all accrued HRB time and 50% of any PTO balance for FMLA leaves excluding leave for their own medical condition which would be covered under NYS Short Term Disability.

- C. Notification of intent to use Paid Time Off must be as far in advance as possible. When an employee has provided at least forty-eight (48) hours notice, the request shall not be unreasonable denied. In the event of an illness or emergency situation, notification must be given by the employee directly to the appropriate supervisor or designated person at least four (4) hours prior to the beginning of his/her shift. Failure to do so may result in disciplinary action.
- D. On an annual basis each July any unused PTO that was accrued that year will be converted as follows; the first 20 hours of unused PTO will be carried over and up to an additional 20 hours of PTO will be converted to the Health Reserve Bank. Any hours in excess of 40 will be forfeited. All time accrued in prior years will be rolled over.
- E. Upon resignation for any reason, an employee will be entitled to a pay out of accrued PTO days up to a maximum of five (5) days. An employee must provide proper notice in order to receive a payout as per Section 10 "Termination of Employment".

21. Ten-Month Option

- A. Each year an employee of the twelve (12) month staff may elect to work only ten (10) months for one school year based on the following formula: One (1) teacher aide from Therapeutic Preschool, one (1) teacher aide from the Residential Education Program, one (1) teacher aide from Day School/Treatment Program, and one (1) crisis aide.
- B. Employee shall make their intention known to the School prior to March 1 of the school year.
- C. The names of those employees who wish to work ten months will be placed on the appropriate list according to their date of hire. The employee will be selected in order of most senior to least senior until the available spots are filled.
- D. No employee may have a second year of a ten month schedule if there are employees on the list who have not had a ten month schedule within the past three (3) years.

22. SCHOOL BREAKS (10 and 12 month Aides and Crisis Intervention Workers):

- A. 10 and 12 month Aides and Crisis Intervention Workers do not earn vacation days because of the paid days off as prescribed by the school calendar. Employees regularly scheduled to work a minimum of 20 hours per week are eligible to be paid for school break time.
- B. An employee will be disqualified from receiving the pay for school breaks if he/she fails to work the last shift before or the first shift after the school break, unless excused by the agency.
- C. The work schedule for 10 month Teacher Aides/Assistants and Crisis Intervention Workers in the Residential Education and Day School/Treatment programs shall follow the 10 month calendar as set forth by the Williamsville School District. Teacher Aides/Assistants and Crisis Intervention Workers in the Therapeutic Preschool shall be on the 10 month calendar as set forth by the school district in which their program is located. For 12 month Teacher Aides/Assistants and Crisis Intervention Workers, that portion of the 12 month calendar not covered by Williamsville or the school district where the preschool is located will be established by Gateway with the following stipulated inclusions:
 - 1. There shall be a minimum of five (5) week days off between the end of the 10 month school year and the next session.

2. There shall be a minimum of five (5) week days off between the end of the summer session and the beginning of the next regular 10 month school year.
3. The July/August session shall have no more than 39 work days.

23. MEDICAL AND HOSPITAL PLANS

- A. The following group plans are provided to staff working three quarters (3/4) or more who wish to join:
 1. Beginning January 1, 2020 Gateway-Longview will contribute seventy percent (70%) towards the low plan (currently Independent Health iDirect Plan) and they will contribute the same dollar amount toward the middle plan (currently Independent Health Encompass Essential Plan) and high plan (currently Independent Health Flex Fit Plan) that they contribute to the lowest plan. Those employees who participate in the School's wellness plan (currently the Staying Well Tracker) and satisfy three (3) required activities and two (2) additional activities, total not to exceed five (5), will receive an additional twenty percent (20%) contribution towards the medical insurance premiums for the low plan and the same dollar amount contribution will be made towards the middle and high plans.

Gateway-Longview in consultation with the Association has the authority to change the wellness plan in an effort to provide the best possible wellness programs to the members of the Association. Gateway-Longview maintains its obligation to only include participation based wellness programs for this requirement. Gateway-Longview in consultation with the union may incorporate spousal requirements into the school's wellness plan based on EEOC guidance expected in later 2019. Gateway-Longview in consultation with the union may decide to eliminate the high-cost plan during the term of the contract due to underutilization. Gateway will not make any such changes without first consulting with the Association to discuss, explain and maintain transparency throughout such processes.
 2. Gateway-Longview will contribute seventy percent (70%) towards the premium equivalent rate provided by the carrier for the self-funded Dental Plan and the employee shall contribute thirty percent (30%). The employee contribution for the 2020 plan year only shall be no larger than \$6.18 for single and \$17.35 for family.
 3. Gateway-Longview shall reimburse an employee for the five hundred dollar (\$500) inpatient co-pay in the Flex Fit Plan and the Encompass Essential Plan, should he/she or a covered family member require hospitalization. For reimbursement the employee should submit a claim form along with a copy of the hospital bill to Independent Health. Independent Health shall then issue a check for the five hundred dollars (\$500) directly to the employee.
- B. For each employee choosing the low plan, Gateway-Longview shall establish a Health Savings Account in the amount of five hundred dollars (\$500) for a single plan and one thousand dollars (\$1,000) for a family plan. These funds will be distributed on a quarterly basis to those employees that have a Health Savings Account or will establish such an account.
- C. A new employee wanting coverage must enroll immediately upon beginning employment. He/she then becomes covered under the plan on the first day of the month following the date of hire. If he/she does not choose to file upon beginning employment, he/she must wait until the open enrollment period to file for coverage which becomes effective on November 1.
- D. Gateway-Longview in consultation with the Association has the authority to annually put its health insurance plan(s) out to bid and contract with alternative health insurance provider in an effort to provide the best possible health insurance to all Association members. Gateway-Longview maintains the obligation to provide equal benefits and co-pays and/or enhanced coverage through its existing or an alternative health insurance provider to the Association's members. Gateway-Longview will not make any changes without first consulting with the Association to discuss, explain and maintain transparency throughout the process.

24. RETIREMENT PROGRAM

1. The current Defined Benefit Retirement Plan would be frozen effective December 31, 2013.
2. Additional benefit accruals will not occur once the Plan is frozen. Upon retirement employees will be entitled to the benefit they have earned and accrued as of December 31, 2013.
3. Gateway will continue to fund the Defined Benefit Retirement Plan until the Plan is fully funded. When the Plan is fully funded it will be terminated within one year and the employees' mandated benefits would be distributed to eligible Gateway employee for distribution to employee savings plans (i.e. individual retirement accounts (IRAs) or insurance company annuities.
4. The Defined Benefit Retirement Plan will be replaced with a Defined Contribution Plan effective January 1, 2014. The new Plan shall be either a 403(b) Plan or a 401(k) Plan to be determined by the parties.
5. Gateway shall make the following annual contributions to an employee's Defined Contribution Plan based on their annual salary:
Beginning January 1, 2019.....2%
6. Gateway will match an employee's contribution to their DCP at 50% to a maximum of 3% of salary. Gateway's maximum matching contribution shall be one and one-half (1 ½)%.
7. Vesting Rights. An employee shall become vested in the Defined Contribution Plan based on the following schedule:

Years of Service	Percent Vested
Less than 2 complete years	0%
Completion of 2 years	25%
Completion of 3 years	50%
Completion of 4 years	75%
After 5 complete years	100%

8. All annual forfeitures under the Defined Contribution Plan (resulting from an employee terminating employment before being fully vested) will be allocated proportionate to the amount of discretionary contribution provided to an employee during the plan year for any employee or former employee with an account balance as of April 1 of the year the forfeiture allocation is made, with the exception of the 2017 forfeiture allocation, which will be made to those with an account balance on October 1, 2018. If the annual forfeiture amount exceeds \$10,000, the allocation method will be reconsidered.

9. The plan will maintain an agency discretionary contribution option. The Plan would provide for, at the Agency's option, a flat dollar contribution to the employees' enhanced savings plan or a formula based system that would provide a contribution that would factor in the employee tenure and compensation levels. In any year that the discretionary funds are provided to an employee's enhanced savings plan, all eligible employees (those meeting plan eligibility requirements) would receive a contribution and those funds would be subject to the vesting period schedule. Discretionary contributions would be available to all eligible employees regardless if they contribute additional elected amounts beyond the Gateway's mandatory contribution.

10. New employees would vest immediately for purposes of setting aside their own contributions and shall become eligible for Gateway's contributions and matching contributions after one (1) year and 1,000 hours of service. Current employees with more than one year of service will remain eligible for the enhanced savings plan.

25. PERSONAL PROPERTY

- a. Staff members are urged to safeguard their personal property and to refrain when possible from bringing valuable items onto the campus. Staff members are urged to protect their personal property to the extent possible through insurance. Staff members are urged to safeguard their personal property and to refrain when possible from bringing valuable items onto the campus. Staff members are urged to protect their personal property to the extent possible through insurance. The school shall provide a secure location for employees to secure their personal property.
- b. If losses do occur which are not covered under the employee's insurance or Gateway's, Gateway will reimburse the employee who is able to provide receipt(s) at a rate of \$40 per item, up to a maximum of \$100 per loss. Damaged eyeglasses will be reimbursed up to a maximum of \$300. Losses not covered include theft of cash, jewelry or personal items that are not essential to the performance of one's job. Responsibility for proving that the loss was caused by Gateway's children rests with the employee.
- c. Damaged items must be presented immediately to one's supervisor. Reimbursement will normally be based on the cost of the original item. Gateway will not reimburse in any instance if the employee was negligent in securing his personal item. Non - essential items intended for program use must be cleared in advance by one's supervisor.
- d. Gateway's insurance protects a staff member, from a liability standpoint, when he is driving his own automobile on Gateway business, through umbrella coverage which is applied after the employee's own insurance is utilized.

26. PHYSICAL EXAMINATIONS

An annual physical examination is required as a condition of employment. Staff members will be given one (1) month prior notice of their due date for their annual physical. Annual physical exams can be obtained through an employee's own doctor or through Gateway's occupational provider. Gateway will pay the entire cost of the physical provided by our occupational provider. All preventive services are covered in full, including annual exams under all of Gateway-Longview's medical plans.

In addition, employees are required to have an Intra Dermal Tuberculin Test which is typically completed by Gateway's nursing staff. A chest x-ray is required when the results of the tuberculin test are positive. Chest x-rays are provided at no cost at the Erie County Health Department.

27. PART-TIME STAFF

Persons hired to work a regularly scheduled twenty (20) hours or more per week are entitled to paid time off appropriate to the position and proportionate to the hours they work; i.e., one-half benefits for 20-29 hours per week, and three-quarters benefits for 30-34 hours per week. They may participate in the medical insurance program.

28. TEMPORARY EMPLOYEES

- A. A "temporary" employee is one who is hired for a specified period of time. All "temporary" employees regularly working twenty (20) or more hours per week are entitled to medical and dental insurance the month following sixty (60) days of employment. A "temporary"

employee is not entitled to any other benefits even though he/she may be working full time, unless the assignment is for more than six (6) months and involves working at least twenty (20) or more hours a week. If the assignment unexpectedly extends beyond six (6) months duration, the earning of benefits and seniority will be retroactive back to the date of assignment. Upon completion of six (6) months of employment, a temporary employee is no longer considered temporary.

- B. A "temporary" employee shall be required to pay dues after the thirty-first (31) calendar day of employment.
- C. A "temporary" employee may apply for any vacant regular position for which they are qualified, but their hiring for that position will be at the sole discretion of Gateway.
- D. Should a temporary employee be selected for a regular position that is contiguous to his/her temporary position that employee's seniority date and all benefits as described in this Agreement will be retroactive to the original date of hire. Further, the employee in question will be responsible for fulfilling the normal probationary period in the new regular position.
- E. A regular employee who was hired to a temporary position will return to their former position upon the return of the employee who was on an approved leave. Should such position no longer exist, the employee would assume the position of the least senior employee in the appropriate job classification and program.
- F. Should layoffs occur in a program area while a regular bargaining union member is appointed to a "temporary" position in another program, such employee's seniority will be utilized within the order of layoffs in their original program area. Should they be the least senior employee within their original program area, they would be eligible for layoff. The "temporary" position they held at the time of layoff would be filled utilizing the normal hiring procedures. Such employee laid off may apply for reappointment to the balance of the "temporary" position.

29. SUBSTITUTE EMPLOYEES

Persons hired to work on a "substitute" basis are assigned to work the position of a Teacher Aide, Teacher Assistant or Crisis Intervention Worker who is on an approved short-term leave such as personal or sick leave, jury duty, etc. Such persons are paid on a per diem, hourly basis and are not entitled to benefits.

30. MANAGEMENT RIGHTS

- a. Nothing in the Agreement shall be construed to limit or impair the right of Gateway to exercise its own discretion in determining who to employ. Nothing in this Agreement will be interpreted as interfering in any way with Gateway's right to alter, rearrange or change, extend, limit, or curtail its operation or any part thereof, to decide upon the number of employees that may be assigned to work on any shift or the equipment to be employed in the performance of such work, or to shut down completely, whatever may be the effect upon employment, when in its sole discretion it may deem it advisable to do any or all of such things.
- b. The foregoing enumerated specifications will not operate in any way to limit any other general management rights of Gateway, or to curtail its present authority to operate and manage its affairs as it deems expedient, or to direct its working force thereof, in order to fulfill its obligation to its children, visitors, permanent or visiting professional staff, and to the general public.
- c. The union agrees, on behalf of itself and its members, to cooperate in making effective any changes in operations consistent with this Agreement in order to reduce the cost of operation, to eliminate waste, and to obtain and maintain maximum efficiency and quality child care, as well as to carry out its obligations to the public.

31. HOURS OF WORK

- A. The work week begins on Sunday and ends on Saturday.
- B. In situations where a shift is aborted (shortened), the employer agrees that no shift will be shortened by less than two (2) hours or more than four (4) hours. Shortened shifts will be handled within a program unit and job classification.
- C. A staff member, who as the result of a layoff(s) or aborted shift(s) is scheduled less than forty (40) hours during a given week, will be subject to mandatory recall on the day of the affected assigned shift(s) and given preference for additional hours of work during the following week, comparable to the time lost. Once these comparable hours have been assigned, overtime will be assigned in the regular manner.
- D. A full-time employee who has been assigned and has worked a block of four hours or more additional hours prior to the layoff or aborting of his regularly assigned shift(s) will be paid at the premium rate (i.e., overtime) for the shift or shifts worked. This time worked is not to be counted again in computing overtime hours.
- E. At times it may be necessary for the employer to assign substitute work.
- F. Any alteration to assigned hours must be approved in advance by the supervisor.
- G. An employee not already on campus who is required to attend a meeting or meetings, or is called in for duty, shall be guaranteed a minimum of four (4) hours of pay provided the employee puts in a minimum of four (4) hours if so requested. The employee would also be required to complete his regularly assigned shift on that day.

32. OVERTIME

- A. Overtime will be paid at the rate of time and one-half for all eligible hours worked in excess of forty (40) hours in any one work week. :
- B. The following absences will not be considered as time worked for overtime purposes: sickness, jury duty, personal leave, or any leave of absence, holidays or bereavement leave.
- C. Overtime work will be assigned as equally as possible on a rotating basis monthly beginning with the most senior employee within a program unit and respective job classification. Regular opportunities will be posted monthly in each program unit to allow all employees the opportunity to express interest in overtime hours. This list will be the basis of all opportunities. Employees who sign up for overtime and fail to work the time will not be eligible for voluntary overtime for the next 30 days. Teacher Aides will be given preference in assignment of overtime related to students' needs in their own classroom over teacher aides from other classrooms within a given program unit.
- D. Employees are expected to keep on file with Human Resources the current telephone number where they can be reached directly for overtime purposes or in case of emergencies.
- E. When an employee is assigned to work additional time beyond his regular schedule, the employee will be permitted to take compensatory time off at straight-time rates during the same week subject to the availability of substitute coverage and approval by the department head. If the employee chooses not to take compensatory time they will be paid only for the additional time actually worked.

33. SUBSTITUTE WORK

- A. At times a staff member is assigned to "substitute" on a job assignment other than that covered under his regular job classification. Non-bargaining unit work, when available, will be at the discretion of the employee.
- B. A person will be compensated at his regular hourly rate for substitute work or at the base rate for the job being performed, whichever is higher.
- D. Substitute work will be considered as time worked in determining whether overtime pay is warranted. All overtime pay will be based on the employee's rate of pay under his regular job classification.

34. INCREASING POOL OF SUBSTITUTES IN THE EDUCATION PROGRAMS

As part of a mutually desired goal to increase the pool of qualified and available personnel for substitute coverage in Gateway's education programs, the Bargaining unit agrees to cooperate with Management's efforts to establish a list of interested staff in the Residential and Recreation bargaining units.

35. MEALS

All meals served to children in the program will be served to Teacher Aides and Crisis Intervention Workers when the person is on duty.

36. EXTENDED-DUTY DIFFERENTIAL

A. Effective July 1, 2018 when an employee is assigned to a classroom and is providing coverage without the direct assistance of a second staff member or substitute in the classroom, such employee shall receive twenty-five dollars (\$25.00) for 79 minutes and more of such work as a differential in additional compensation for the day in recognition of the extended duty requirement. Similarly, Crisis Intervention Workers will receive the same if an in-house or external staff person or substitute is not available for assignment/reassignment.

B. When a 1:1 Aide is assigned to a homeroom and the classroom aide is absent for 160 minutes or more without a substitute being assigned, the 1:1 Aide will receive an additional fifteen dollars (\$15.00) in additional compensation for the day in recognition of the extended duty requirement. When a 1:1 Aide is assigned to a homeroom and the 1:1 Aide is absent for 160 minutes or more without a substitute being assigned, the Classroom Aide will receive an additional \$15.00 for the day in recognition of the extended duty differential. This applies only if the 1:1 student is in attendance.

When a 1:1 Aide is assigned to a homeroom and the classroom aide and the homeroom teacher are absent for 160 minutes or more without a substitute being assigned, the 1:1 Aide will receive an additional thirty dollars (\$30) in additional compensation for the day in recognition of the extended duty requirement.

Such extended duty differentials are not counted for overtime purposes. It is the responsibility of the employee to ensure the respective supervisor is directly made aware of a possible extended duty situation at least one hour prior in order to receive entitlement differential.

C. Whenever seven (7) or more students are in attendance, the classroom aide assigned to that homeroom on that day shall receive eighteen dollars (\$18.00) per student for each student

over six (6) students in attendance on that day. ~~This differential agreement will sunset on the date the contract expires.~~

D. When a Pre-School or self-contained elementary classroom teacher is absent for a day and a substitute is hired, however, the teaching assistant/aide becomes the lead teacher for that day then the teaching assistant/aide shall receive an additional thirty-five dollars (\$35.00) for that day. A self contained elementary teacher aide cannot claim the extended duty differential in Section A and Section D on the same day.

37. DEFINITION OF DUTIES

Gateway will provide a job description for all classifications. Substantial changes in job descriptions will be discussed with the Union before implementation. Teacher

Aides/Assistants and Crisis Intervention Workers and Team Leaders recognize that they are subject to the direction of the teachers and/or school administration who shall have the sole discretion as to what duties and responsibilities will be assigned to them.

38. DISTRIBUTION OF CONTRACTS

The employer agrees to prepare a proper number of copies of this Agreement and distribute one to every covered employee currently on the payroll and to every new employee, and also to send to the union an ample supply for the union's use.

39. INSURABILITY

It is mutually agreed that for the positions of Teacher Aide/Assistant and Crisis Intervention insurability for driving Gateway vehicles is a necessity at the point of hire. Should a person become uninsurable at a later time, it is understood that Gateway may discharge an employee for un insurability in that they are not able to fully carry out the duties of their position.

40. SUCCESSORS

This Agreement will be binding upon the parties, their successors, or assignees and upon any person, party, partnership or corporation that may take over the ownership and/or management of Gateway covered by this Agreement.

41. JOB PERFORMANCE EVALUATION

Each staff member shall be formally evaluated at least annually, usually on or about the person's anniversary date and a written evaluation will be prepared by the supervisor. An employee will be given a copy of his performance evaluation. If in any year there is not an evaluation completed the employee shall be deemed to be an effective employee.

42. PAY SYSTEM

Any 10 month Aide/Worker hired sometime during the 10 month school year will be paid on the basis of a 21 pay system for the balance of the school year. Commencing at the beginning of the second 10 month year, that person will have the option to convert to a 26 pay system. This way in the first year of employment, the Aide/Worker will not be entitled to pay normally received during the summer months should that employee not resume employment in September.

43. **IN-SERVICE TRAINING**

- A. Bargaining unit members shall be involved in the planning, scheduling, personnel choices and implementation of any position-related in-service training program. Attendance will be mandatory.
- B. Upon at least two (2) months' notice, up to a total of three (3) additional days of mandated in-service training can be convened outside of the normal school calendar, per 12 month school year. If such training occurs on a day(s) a Teacher Aide or Crisis Intervention Worker would otherwise not be expected to work (i.e., outside of the pertinent 10 month calendar or beyond the 33 day summer session), the employee will be paid an additional, pro-rated amount.

In order to ensure representative input into the planning process, a joint committee of involved bargaining unit staff and management will propose the scheduling of such training. It is understood that management may also involve other pertinent non - bargaining unit staff in the planning of the additional mandated in-service training and that management is ultimately responsible for the scheduling of training.

44. **PROFESSIONAL DEVELOPMENT**

Gateway believes that the quality of care provided to our clients is enhanced by the educational level of our employees. We encourage all employees to pursue higher education and professional credentialing that improves the knowledge and skills applied to our services and operations. Employees who have completed twelve months of service and regularly work a minimum of 30 hours per week are eligible to receive reimbursement for up to one degree that is job related and obtained as of July 1, 2019 or thereafter. Employees are entitled to receive up to \$2,000 per year after the degree has been completed. The employee will receive the first \$2,000 on the one year anniversary of their degree completion and up to another \$2,000 every year thereafter so long as he/she remains employed in a position regularly working a minimum of 30 hours per week. After the first installment of \$2,000, annual amounts will be paid out at the beginning of the quarter after the anniversary date. The total paid will be equivalent to the student's tuition obligation, but not to exceed \$2,000 per year and a total of \$8,000 per degree. For degree requests to be reimbursable, the degree must be obtained from an Accredited College or University, job-related and pre-approved by the VP of the employee's program area, VP of Finance and VP of Human Resources. Reimbursement will cover tuition only, not items such as books and fees.

Effective July 1, 2019 employees who have completed six months of service and regularly work a minimum of thirty hours per week are eligible to receive up to \$300 per fiscal year towards the cost of receiving a professional credential in an area that enhances their professional development in their particular position. All requests must be pre-approved by the VP of the employee's program area, VP of Finance and VP of Human Resources. Employees will only be allowed a total of \$2,000 per fiscal year for degrees and credentials together.

Should educational assistance be approved for a degree or professional credential that commenced prior to the person's employment, only that portion of the covered expense incurred after the employee's one year anniversary (for degrees) or six month anniversary (for credentialing) as a regular employee working 30 or more hours per week will be considered reimbursable.

Requests are to be made in writing and directed to the Program area VP using the Request for Professional Development Approval form. Approval is withdrawn if the employee fails to commence the plan within twelve months of the date of the request. Approval of financial support is contingent on the availability of Agency funds on a fiscal year basis and as a result, this benefit will sunset on the expiration date of this agreement. Employees will be responsible for completing and submitting the Professional Development Reimbursement form to request all eligible payments within 90 days of the degree or credentialing being obtained.

APPENDIX A - WAGES AND CLASSIFICATIONS, ETC.

Wages

Appendix A – Current employees shall have their hourly rate increased by \$1.00 retroactive to January 1, 2019 for all hours worked under this collective bargaining agreement. The base rate for any new hires going forward will be \$12.90 for Aides and \$14.05 for Crisis. Effective July 1, 2019 Gateway agrees to provide 75% of the blended educational rate increase from NYSED to employee salaries. Effective July 1, 2017 Gateway agrees to provide 75% of the blended educational rate increase from NYSED to employee salaries.

Effective July 1, 2020 Gateway agrees to provide 75% of the blended educational rate increase from NYSED to employee salaries. Effective July 1, 2021 Gateway agrees to provide 75% of the blended educational rate increase from NYSED to employee salaries. If in 2020 or 2021 the 75% increase based on applicable NYSED educational rate increases is less than a 2% increase, Gateway agrees to a wage reopener for that year only.

***These wage rates are calculated as follows: 10 month Aide = Hourly Rate x 1680 hours
(21 pay periods x 80 hours)

10 month Assistant = Hourly Rate x 1680 hours + Assistant Stipend 12

month Aide = Hourly Rate x 2080 hours
(26 pay periods x 80 hours)

12 month Assistant = Hourly Rates x 2080 hours + Assistant Stipend

Longevity Bonus

~~Upon completion of 3 and 4 years of service: \$175.00~~

Upon completion of 5, 6, 7, 8, and/or 9 years of service: \$300.00

Upon completion of 10, 11, 12, 13, and/or 14 years of service: \$350.00

Upon completion of 15, 16, 17, 18, and/or 19 years of service: \$400.00

Upon completion of 20 years or more service: \$450.00

Longevity bonuses are to be received by an affected, then current bargaining unit employee upon his/her anniversary date within each contract year.

Teacher Assistant Stipend

Teacher Assistants approved by their Department Head for the Teacher Assistant designation and stipend must maintain their New York State Teacher Assistant Certification in order to be compensated for their additional duties with a stipend to their hourly rate of \$.67 effective July 1, 2019, \$.70 effective July 1, 2020 and \$.72 effective July 1, 2021. Based on program needs the Department Head will determine the number of Teacher Assistants needed at any particular time.

Posting for Crisis Intervention Specialist position

If the Crisis Intervention Specialist position(s) is to be filled, it would be posted and limited to:

- existing Crisis Intervention Workers in the Lynde School for such position(s) in the Lynde School;
- existing Crisis Intervention Workers in the Therapeutic Preschool for such position(s) in the Therapeutic Preschool.

When a Crisis Intervention Worker from one Lynde School program area is appointed to a position of Crisis Intervention Specialist in the other Lynde School program, this may result in a reassignment of a Crisis Intervention Worker from the affected program to the vacated position. When such a transfer is required, the first option will be voluntary, by seniority, for the involved Crisis Intervention Workers. If there is no volunteer, the least senior affected Crisis Intervention Worker will be assigned to the opening in the other Lynde School program.

Each Crisis Intervention Specialist(s) will receive an annual stipend of \$1,500.

Therapeutic Crisis Intervention ("TCI") Trainers

Any member of the bargaining unit who is an approved T.C.I. Trainer shall receive an annual stipend of \$990 for each contract year during which he/she is actively involved in providing T.C.I. training to agency staff. (See below for the definition of "actively involved").

In order for a member of the bargaining unit to be eligible for the training stipend they must meet the following expectations:

- A. The employee must successfully attend and complete the "Training of Trainers" program. The employer reserves the right to select participants for this program and their timetable for participation based on Program, Division and Agency need. Selection for this program will also be based on criteria regarding overall performance as determined by the employee's immediate supervisor.
- B. Upon being certified as a T.C.I. trainer, the employee will be expected to deliver at least two planned T.C.I. trainings to new staff per year. Should training be cancelled or the employee must miss their scheduled training session(s) due to other program or agency issues prioritized by their supervisor, then it will be expected that the employee will be available to "fill-in" as needed at a later training. It is understood that the scheduling of this training must be pre-approved by the employee's immediate supervisor.
- C. The employee is expected to be available, upon request by their supervisor, to plan and implement the required six month T.C.I. updates within their respective program area. The employee is also expected to be available to help plan and implement the required six month T.C.I. updates outside of their respective program area, if requested to do so by their supervisor.
- D. Therapeutic Crisis Intervention trainers are also expected to review T.C.I. - specific issues with individuals or groups of staff on an as-needed basis determined by their respective supervisor.
- E. The provision of the TCI trainer's stipend to a particular trainer will be reviewed on a yearly basis. The employer reserves the right to end the provision of the stipend should the trainer fail to meet the agreed-upon expectations or if other performance-related issues prevent the trainer from being effective as a trainer for the Agency.

MEDICATION ADMINISTRATION TRAINING STIPEND

Any aide who has completed the medication administration training will receive an annual stipend of one-hundred and fifty dollars (\$150.00) as long as he/she remains certified.

Appendix B

A. Substance Abuse and Alcohol Testing Policy

Gateway-Longview will not tolerate or condone substance abuse in the workplace. It is the policy of Gateway-Longview to maintain a workplace free from alcohol and other drug abuse and its effects. Consequently, the following are strictly prohibited: Use, possession, sale, purchase, transfer or being under the influence of alcohol or illegal drugs at any time on agency premises or while on agency business. This policy will not exempt employees from accountability for job performance requirements.

B. Violation of Policy

An employee who is (1) under the influence of alcohol, an illegal substance, or has been illegally using a controlled substance while working or on agency premises, (2) engages in prohibited activity, or (3) tests positive as described below, is in violation of the policy and agency standards and the following will apply:

1. If the agency has a reasonable suspicion that an employee is under the influence of alcohol, an illegal substance, or illegally using a controlled substance while working or on agency premises, testing will be ordered (see reasonable suspicion in the Substance Abuse and Alcohol Testing Procedures Manual). The employee will be put on administrative leave with pay pending the receipt of test results and the completion of any investigation conducted by the agency.
 - If the employee refuses the test, a one-time mandatory opportunity for rehabilitation will be offered. If the employee refuses the rehabilitation, he/she will be terminated immediately.
 - If the employee agrees to the testing and test positive, he/she will be given a one-time offer to rehabilitation. If the rehabilitation is refused after a positive test result, the employee will be terminated immediately.
 - If the test is negative, all records involving the incident will be expunged immediately by the Vice President of Human Resources from the personnel file.
2. If the employee engages in a prohibited activity while working or on agency premises (sale, use, possession, or transfer of illegal substances or controlled substances, or buying or selling such substances), he/she will be terminated immediately from Gateway-Longview and the appropriate legal authorities will be contacted. Gateway-Longview will cooperate with any outside law enforcement agency investigation.
3. New Hire (after hiring offer made) tests positive- offer for employment will be withdrawn. No opportunity for rehabilitation exists at this level.

C. Employees Assistance Programs (EAP)/The importance of voluntarily seeking help:

It is the policy of Gateway-Longview to commit the resources necessary to support the employee assistance program (EAP). All regular employees at Gateway-Longview are eligible for this benefit.

Gateway-Longview encourages those employees in need of professional assistance to use the confidential services of this program. The EAP will be the contact for these services. They will refer the employee to community resources where appropriate assessment, counseling and treatment services are provided.

D. Provision for Rehabilitation

When rehabilitation is offered to an employee, a letter of understanding setting forth the conditions for rehabilitation must be signed by the employee, which will include, at a minimum, that termination will result if the employee: declines to participate in the recommended rehabilitation; fails to continue any follow-up participation; fails to remain drug or alcohol free; fails a "return from rehabilitation" drug test; or refuses consent to an unannounced testing for a period of two years.

An employee may take up to a one year medical leave to complete rehabilitation. The employee may use any accrued time during this rehabilitation.

If an employee at any time during or after their rehabilitation tests positive in accordance with these procedures, they will be terminated immediately.

E. Statement of Confidentiality/Privacy

It is the responsibility of all involved parties to ensure and maintain the confidentiality of information in regards to reasonable suspicion, testing and .rehabilitation. Also see Confidentiality Manual.

(Also see Substance Abuse and Alcohol Testing Procedures Manual)

