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# **AGREEMENT**

between the

**GUILDERLAND CENTRAL SCHOOL DISTRICT**

and the

**GUILDERLAND OFFICE WORKERS' ASSOCIATION  
(GOWA)**

**JULY 1, 2006 - JUNE 30, 2009**

**Approved by the Board of Education on May 22, 2007**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



# GUILDERLAND OFFICE WORKERS' ASSOCIATION (GOWA)

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THIS AGREEMENT is made and entered into on May 22, 2007 by and between the Guilderland Central School District, hereinafter called the "District", and the Guilderland Office Workers' Association, hereinafter referred to as the "Association".

## ARTICLE 1 RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative, for the purpose of collective negotiations with respect to wages, hours and other terms and conditions of employment of all office personnel and other personnel designated as clerical employees, except the secretaries to the Superintendent, Assistant Superintendents and senior account clerks for payroll and health benefits who have been declared confidential by the Public Employment Relations Board. Current bargaining unit titles include Account Clerk I, Clerk I, Copy Machine Operator, Data Entry Operator, Keyboard Specialist, Offset Printing Machine Operator, Secretary I, Senior Account Clerk, Senior Keyboard Specialist, and Special Education Assistant.
- 1.2 The provisions of the recognition agreement, dated May 22, 2007 between the Board of Education of the Guilderland Central School District and the Guilderland Office Workers' Association shall apply.
- 1.3 Except as otherwise provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools, and the direction of the staff, are vested exclusively in the Board of Education or in the Superintendent as delegated by the Board.

## ARTICLE 2 EMPLOYEE AND ASSOCIATION RIGHTS

### 2.1 **Reservation of Rights**

With respect to matters not covered by this Agreement, the School District will not diminish or impair, during the term of this Agreement, any benefit or privilege provided by Board policy, rule or regulation enacted thereunder for employees without prior notice to the Association; and, when appropriate, without negotiations with the Association; provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the District in Article 3 of this Agreement. In the event that any provision herein be inconsistent with provisions of Article 3, the provisions of Article 3 shall prevail.

### 2.2 **Membership Practices**

- 2.2.1 The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, age or marital status and to represent all employees of the herein bargaining unit.
- 2.2.2 The District agrees not to discriminate against any employee in regard to their hiring or any other term and condition of employment on the basis of race, creed, color, national origin, gender, age or marital status or membership or participation in or association with the activities of any employee organization.

### 2.3 **Employee Rights**

- 2.3.1 The probationary period upon initial employment or promotion to any position covered by this Agreement shall be from eight (8) to twenty-six (26) weeks. The probationary period is considered to have been satisfactorily completed automatically after eight (8) weeks unless the appointing officer notifies the probationer in writing that the term will be extended. If the performance of the probationer is not satisfactory, his/her employment may be terminated after eight (8) weeks or after the extended period. Written notice must be given to the probationer at least one (1) week prior to the termination date and, upon request, he/she shall be granted an interview with the appointing authority.

2.3.2 Each employee shall have the right to review the contents of his/her personnel file with the exception of confidential reference letters. No material shall be placed in the employee's file unless a copy of such material has been given to the employee.

## **2.4 Association Rights**

2.4.1 The District shall provide the Association with position descriptions for each job classification. The Association will cooperate with the District in the development of the position description. Final approval of the position descriptions developed for each employee rests with the Superintendent.

2.4.2 The Association President, or his/her designee (officer), shall be granted up to twenty (20) hours per year, without loss of pay or benefits, for the conduct of Association business. Such business may be carried on during working hours and on school premises. Except in emergency circumstances, such time must be applied for on a personal leave request twenty-four (24) hours in advance. Such time may not be taken in increments of less than one (1) hour and is limited to:

- a.) Posting of Association notices.
- b.) Distributing Association literature.
- c.) Transmitting communications, authorized by the Association or its officers, to the Board of Education or its representative.
- d.) Consulting with the District representative(s), Association officers or other Association representatives concerning the enforcement of any provisions of this Agreement.

Such time will not be charged against fulfillment of the provisions of Article 6.

2.4.3 Both the District and the Association shall be obliged to mutually share information which is necessary for negotiations and/or grievance processing.

2.4.4 Agency Fee: Effective with the signing of this contract, the Guilderland Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Guilderland Office Workers' Association the amount equivalent to the dues levied by the Guilderland Office Workers' Association and shall transmit the sum so deducted to Guilderland Office Workers' Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Guilderland Office Workers' Association affirms that it has adopted such procedure for refund or agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Guilderland Office Workers' Association maintains such procedure.

## **2.5 Dues Deduction**

2.5.1 The District will deduct from the pay of each employee of the unit herein designated all current membership dues, provided that at the time of such deductions there is a written authorization executed by the employee, in the form required by law, in the possession of the District.

2.5.2 The District will deduct from the pay of employees by dividing the dues owed by the number of pay periods from which dues are to be deducted within the District's fiscal year.

2.5.3 The Association will certify to the District in writing the current rate of membership dues for each Association member. The Association will give the District thirty (30) days written notice prior to the effective date of any change.

2.5.4 No later than September 30th of each year, except for employees hired by the District after that date, the

Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues. The list will show the amount of dues to be deducted.

- 2.5.5 During the term of this Agreement, the District agrees it will not accord dues deductions or similar checkoff rights to any other organizations or associations purporting to represent those employees represented by the Association unless another organization is lawfully recognized.

## **2.6 Communication**

- 2.6.1 A meeting of the Superintendent or Assistant Superintendent for Human Resources with representatives of the Association for purposes of communications will be held at times mutually agreed upon. Areas of discussion may include:

- a.) Contract Administration;
- b.) Promotions;
- c.) In-service training, workshops or conferences; and/or
- d.) Other appropriate matters of mutual concern.

- 2.6.2 An agenda and minutes of the official Board of Education meetings shall be transmitted electronically by the Clerk to the Association President as soon as they are available.

## **2.7 Strike Prohibition**

- 2.7.1 The Association affirms that it shall not cause, encourage, engage in or sanction any strike, work stoppage, walkout, job slowdown, or refusal to perform the clerical duties of employment by any employees, and no employee shall cause or participate in any strike, work stoppage, walkout, job slowdown, or refusal to perform the clerical duties of his/her employment.

- 2.7.2 If labor difficulties occur which are not caused by the Association, the employees represented by this Agreement shall report to work. If the District decides to send the employees home, salary will be paid for that day. The District will endeavor to provide employment for the employees, but if the labor difficulties continue beyond three (3) days, the District may lay off employees without pay, or provide employment at a different job and different rate of pay. If such jobs are offered, the employee will have the right to refuse such positions without fear or reprimand or other penalty.

## **ARTICLE 3 MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the School District are retained by it including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the District: to determine the facilities, methods, means, and number of personnel required for conduct of district programs; to administer the personnel system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions, and to discipline or discharge employees in accordance with Civil Service Law and the provisions of this Agreement.

**ARTICLE 4**  
**WORKING SCHEDULES AND CONDITIONS**

**4.1 Working Schedules**

- 4.1.1 Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday.
- 4.1.2 Seven and one-half (7 ½ ) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a full-time work shift. For pay purposes, lunch time is not included in either the regular or part-time work shift. Lunch period shall be duty free. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
- 4.1.3 All work performed by full-time or part-time employees in excess of the thirty-seven and one-half (37½) hour work week, inclusive of paid leave time, shall be considered overtime. Overtime will be voluntary whenever possible and must be authorized by the immediate supervisor.
- 4.1.4 Accounting for time will be in multiples of no less than one-half hour with rounding.
- 4.1.5 Full-time twelve (12) month employees shall work seven and one-half (7½) hours per day, five (5) days - thirty-seven and one-half (37½) hours per work week exclusive of the lunch time. They shall work every day in the year except vacations, Saturdays, Sundays and holidays designated by the holiday schedule.
- Twelve-month employees, as defined by the hours assigned to the position, shall not exceed 262 day work year inclusive of holidays and vacations.
- 4.1.6 Eleven-month employees shall work the number of hours assigned to the position exclusive of lunch time.
- Eleven-month employees, as defined by the hours assigned to the position, shall not exceed 242 day work year inclusive of holidays and vacations. Employees appointed to an eleven month position after September 1, 1984 shall have a work year that shall not exceed 242 days inclusive of holidays.
- 4.1.7 Ten-month employees shall work the number of hours assigned to the position exclusive of lunch time. They shall work the pupil attendance days and any other days assigned to the position, except Saturdays, Sundays and holidays designated by the holiday schedule.
- Ten-Month employees, as defined by the hours assigned to the position, shall not exceed 200 day work year inclusive of holidays.
- 4.1.8 The Office of Human Resources will make available to each principal an updated list of qualified substitutes for clerical personnel. The employment of substitutes for absent employees on personal or sick leave shall be at the discretion of and in the judgment of the building principal.

**4.2 Inclement Weather**

- 4.2.1 When schools are closed because of inclement weather or emergency conditions, employees are expected to report for work if it is at all possible within two (2) hours from the normal shift starting time. Employees who will be late on such days because of an unavoidable delay will notify their immediate supervisor of such delay.
- 4.2.2 Employees reporting for work within two (2) hours from the normal shift starting time will be paid for the entire day. Employees reporting for work after two (2) hours from the normal shift starting time will be paid for actual hours worked and may use accrued personal leave in one hour increments to make up a full day. Employees who do not report for work will be paid for the day by applying for a personal day. If



personal leave accruals are exhausted, accumulated sick leave can be used upon approval of the Superintendent or designee.

- 4.2.3 All eleven-month and twelve-month employees who are unable to report to work when schools are closed because of inclement weather will have as an option the use of an earned vacation day if eligible in place of Section 4.2.2 above. It is expected that the employee will make every effort to notify his/her supervisor within one (1) hour from the normal shift starting time that he/she will be absent.
- 4.2.4 Ten-month employees have the option in lieu of Section 4.2.2 above, with the approval of their supervisor, to arrange to make up the time at a later date mutually agreed upon between the supervisor and the employee.
- 4.2.5 No leave will be deducted or loss of pay incurred if the members of the Association are excused by the Superintendent.
- 4.2.6 Employees reporting late for work shall not accrue overtime until a full eight (8) hour day has been worked regardless of time worked beyond their normal shift ending time.

### **4.3 Training**

- 4.3.1 The District and the Association agree that further training is to the benefit of both. To accomplish this goal, the following program will be implemented.
- 4.3.2 Professional day: A program may be developed by a committee of the Association and coordinated by the Assistant Superintendent for Human Resources, on a topic of interest to the Association members, to be conducted annually on a professional day. Association members not attending such professional day shall forfeit one day's pay unless they have been excused by the Assistant Superintendent for Human Resources for reason of illness or necessary emergency personal business which could not be conducted at another time.

### **4.4 In-service**

- 4.4.1 All employees in this unit may be required by the District to participate in an in-service training program in an effort to maintain and upgrade skills. Such training shall be compensated at the employee's regular or overtime rate of pay, whichever is applicable, for all hours of the course, providing the employee has met all the requirements of the course and his/her performance has been determined to be satisfactory by the instructor of the course.
- 4.4.2 The Assistant Superintendent for Human Resources and a committee of the Association shall meet and confer on the development of a comprehensive in-service program for office personnel.
- 4.4.3 The District's Continuing Education Program and courses offered at a New York State accredited institution of higher learning may be construed to be a part of the in-service program. The employee must receive prior approval from the Assistant Superintendent for Human Resources if such courses are to be approved for compensation. Such compensation for approved courses shall be in the form of a tuition waiver up to \$30.00 per credit hour paid by the District. The provisions of this article, Section 4.4.1 do not apply for such courses.

**ARTICLE 5  
HOLIDAYS AND VACATIONS**

**5.1 Holidays**

5.1.1 Employees will be eligible for pay for all approved holidays which fall within their regular work year, except Labor Day in the initial years of employment unless the employee worked the previous Friday. There shall be ten (10) paid holidays for ten-month employees and twelve (12) paid holidays for eleven-month and twelve-month employees. Paid holidays shall be as follows:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Seven (7) other days for eleven- and twelve-month employees;  
Seven (7) other days for ten-month employees.

One (1) or more days associated with #6 above could be granted in multiples of half-days at the discretion of the Superintendent.

5.1.2 The District reserves the right to grant additional half-day holidays on a discretionary basis. Determination of such will be made by the Superintendent and the announcement posted one (1) week prior to the date of the holiday whenever possible.

5.1.3 Employees will be eligible for pay for all approved holidays which fall within their regular work year, except Labor Day in the initial year of employment unless the employee worked the previous Friday. (Ten (10) days for ten-month employees, twelve (12) days for eleven-month and twelve-month employees.)

5.1.4 To qualify for holiday pay, the employee must work the last day (ten-month employees the last school workday) preceding the holiday and the first workday (ten-month employees the first school workday) following the holiday, unless prevented by illness or by using his/her earned vacation days or approved personal leave. When a day observed as a holiday falls within the vacation period, holiday pay will be awarded and the holiday will not be counted against vacation credits.

**5.2 Vacations**

5.2.1 At the end of the first full year or partial year of employment, eleven-month and twelve-month full-time (7½ hours per day) employees shall be granted paid vacation time equal to 5/6ths of a day for each month worked during the fiscal year (July 1-June 30). Thereafter, eleven-month and twelve-month full-time (7½ hours per day) employees shall be entitled to ten (10) days of paid vacation upon completion of the second and third year of service.

Beginning with the completion of the fourth year of service, one (1) additional day of vacation will be added each year, through and including the thirteenth year, reaching a vacation period of twenty (20) days after thirteen (13) years of service. Beginning with the completion of the eighteenth year of services, two (2) additional days will be added, reaching a maximum vacation period of twenty-two days.

Vacation days based on the completion of years of service shall be as follows:

<u>Years of Service</u>	<u>Vacation</u>
1-3	10 Days
4	11 Days
5	12 Days
6	13 Days
7	14 Days
8	15 Days
9	16 Days
10	17 Days
11	18 Days
12	19 Days
13	20 Days
18	22 Days

- 5.2.2 Credit will be allowed to those employees who transfer to a twelve-month position for previous service on a prorated basis to equal thirteen (13) years as a twelve-month employee. All vacation time shall be used only at times approved by the supervisor.
- 5.2.3 Employees are encouraged to use all their earned vacation time each year. However, if circumstances in any one (1) year prevent an employee from using all earned vacation time, he/she may, with the written approval of the supervisor, carry over a maximum of five (5) vacation days on a form designated by the District. These days shall be carried over on a non-cumulative basis, that is, only five (5) days may be carried from one year to another.
- 5.2.4 It is expected that employees plan their vacation time to coincide with a school recess period or during the months of July and August, except for the last week of August before school opens. Any requests for exceptions must be made in writing to the immediate supervisor. Such exceptions may be approved by the immediate supervisor on the basis of special needs of the employee and the degree of interference with the program of the schools.
- 5.2.5 Employees are encouraged to take vacation in blocks of time of one (1) week; however, they may take vacation in less than one-week blocks with the approval of the immediate supervisor. Vacation must be taken in multiples of no less than one-half (1/2) days.
- 5.2.6 If any vacation is taken beyond that granted under this provision, pay deductions will be made for each extra vacation day.
- 5.2.7 Employees appointed to an eleven-month position after September 1, 1984 who had not previously enjoyed vacation benefits shall not be eligible for such. Unit members, as of September 1, 1984, moving from an eleven-month or twelve-month position who had previously received vacation benefits will continue to do so as an eleven-month employee.

## ARTICLE 6 LEAVE OF ABSENCE

### 6.1 Sick Leave

- 6.1.1 Sick leave will be credited to the individual employee at the beginning of each month as earned. At the end of one (1) year of continuous employment, sick leave will be credited at the beginning of the fiscal year.

- 6.1.2 Employees leaving the service of the school district will, if they have used more sick leave than accrued, be required to pay back to the District all sick leave used but not earned.
- 6.1.3 Sick leave will be taken in not less than one (1) hour multiples and deducted in one (1) hour multiples for each hour, or portion thereof, used. Up to five (5) sick leave days may be used for illness in the employee's immediate family as defined in Section 6.8.
- 6.1.4 Eleven-month and twelve-month employees will be entitled to a maximum of fifteen (15) days and ten-month employees to a maximum of twelve (12) days sick leave each year, accumulative to 300 days. This provision shall apply to part-time employees working on a regular, appointed basis. Part-time employees will be entitled to 1-1/4 days paid sick leave per month, such "days" to be the number of hours in their regular workday.
- 6.1.5 The District reserves the right to require proof of illness for five (5) consecutive days or more and/or where a pattern of absenteeism exists. Such proof may consist of a certification by a licensed physician paid by the employee or an examination by a physician appointed by the District at District expense.
- 6.1.6 Employees shall be notified, not later than November 1st of each year of the number of accumulated sick leave days credited as of the previous July 1st.
- 6.1.7 Employees who have been out of work due to illness shall notify their supervisor of the date when they will return to work, as far in advance as possible.
- 6.1.8 Employees shall be required to notify their supervisor as soon as they know they will not be able to report for work. Where earlier notice is impossible, the employee shall make every effort to notify his/her supervisor within one (1) hour after the time he/she is required to be on the job. Employees failing to meet this requirement will not be eligible for personal or sick leave for that day.

## **6.2 Unused Sick Leave Retirement Benefit**

- 6.2.1 Effective July 1, 2006, a GOWA member shall receive \$85.00 per day for each day of accumulated sick leave not to exceed 100 days, who meets the following criteria:
- a. Submitted a letter of resignation for the purpose of retirement no later than February 1 of the last year of service; and
  - b. Will be age eligible to retire with the Employees Retirement System; and
  - c. Will have completed no less than twelve (12) years of District service by the end of the last year of service,

Payment will be made in accordance with the provisions of the Memorandum of Agreement for Employer Non-Elective Contribution to the 403(b) Plan.

- 6.2.2 Unit members who have 265 days of more of accumulated sick leave at the time of retirement shall receive the full benefit provided pursuant to this section and the application of 165 days of unused sick leave as additional service credit pursuant to (Article 7.3 of this Agreement).
- 6.2.3 Unit members who have less than 265 days of accumulated sick leave at the time of retirement shall be provided the option of electing the unused sick leave retirement benefit or the application of up to 165 days of unused sick leave as additional service credit pursuant to (Article 7.3 of this Agreement), or a combination the unit member so designates of these two benefits. In no event, may the election(s) exceed the number of accumulated sick leave days the unit member has at the time of retirement. The unit member's election shall be in writing on a form designated by the District.

### **6.3 Sick Leave Bank**

A Sick Leave Bank has been established for members of the bargaining unit who elect to participate. The Sick Leave Bank provisions are set forth in Appendix A to this Agreement.

### **6.4 Personal Leave**

6.4.1 Personal leave will be earned during the fiscal year (July 1-June 30) at the rate of five-tenths (.5) day per month not to exceed a total of five (5) days for all employees. This provision shall apply to full-time (7.5 hours per day) and part-time employees working on a regular, appointed basis. Part-time employees will be entitled to paid personal leave equal to the number of working hours assigned to the position in a regular workday.

6.4.2 Personal leave shall refer to the following:

- a.) Bereavement - Other than that defined in Section 6.8.
- b.) Legal business and/or court action.
- c.) Serious illness in the immediate family defined as immediate household.
- d.) Emergency business affairs which can be conducted only during the regular workday and for which a written reason need not be given.
- e.) Religious Observance

6.4.3 Personal leave will be credited to the employee at the beginning of each month as earned. At the end of one (1) year of continuous employment, personal leave will be credited at the beginning of the fiscal year. Personal leave will not be cumulative.

6.4.4 Employees leaving the service of the School District will, if they have used more personal leave than accrued, be required to pay back to the District all personal leave used but not earned.

6.4.5 All unused days of personal leave will be credited to the employee's sick leave accumulation providing the total sick leave accumulation does not exceed 300 days.

6.4.6 Additional days may be granted for personal leave due to extenuating circumstances. Such circumstances must be approved by the Superintendent or his designee, and the additional days, if approved, will be deducted from the employee's accumulated sick leave.

6.4.7 Personal leave days shall not be granted for the day preceding or the day following holidays or vacations except at the discretion of the Superintendent or his designee and, in which case, the reason for the requested leave must be specified in advance.

6.4.8 Personal leave must be applied for in writing, on the appropriate form, at least twenty-four (24) hours in advance of the commencement of same to the Superintendent or his designee, through the employee's immediate supervisor. Only in extenuating circumstances and for approved reasons will such leave be granted without such prior application. Personal leave may be taken in one (1) hour multiples.

### **6.5 Jury Duty**

6.5.1 A leave of absence will be granted an employee called for jury duty. The District shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court for each day on which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The period of jury duty must be verified by a jury duty voucher. The subpoena, or its copy, must be submitted to the Assistant Superintendent for Human Resources before such leave can be approved.

## **6.6 Leave of Absence - Without Pay**

6.6.1 The District will agree that an individual member may request no more than one (1) day of personal leave without pay per year with no reason given subject to the following limitations:

- a.) All requests must be presented to the immediate supervisor no less than one week in advance of the planned leave.
- b.) Such a day may not be taken the day before or after a District holiday/recess.

6.6.2. A leave of absence for up to two (2) years will be granted for approved personal reasons to those office workers who have satisfactorily completed their probationary periods. No seniority or longevity shall accrue during such leave. The employee on leave shall notify the Assistant Superintendent for Human Resources of his/her intention to return no less than six (6) months prior to their return to employment. This provision shall not apply for an approved leave of absence lasting for less than five (5) months. In these instances when approved, the employee is expected to return to her/his position on the date stated in the approved leave request. Every effort will be made to place the employee in a position with rank equal to or better than the position held at the beginning of the leave. If such placement is not possible, the employee will be placed in a lower position at the salary for that position in the same general classification. Employees granted a leave of absence shall be given the option of continuing membership in health and life insurance programs, full premium cost to be paid by the employee. The employee shall retain his/her rights to renewal of membership in non-contributory benefit plans.

## **6.7 Parental Leave**

6.7.1. Parental leave will be granted to employees for a maximum period of two (2) years following a suspension of duties. Application for parental leave must be made in writing two (2) months prior to the commencement of same. The employee on parental leave shall notify the Assistant Superintendent for Human Resources of his/her intention to return sixty (60) days in advance of the return to employment date.

6.7.2. Employees on parental leave for six (6) months or less shall be returned to their original position. For employees on leave for more than six (6) months, every effort will be made to place the employees in a position with rank equal to or better than the position held at the beginning of the leave. If such placement is not possible, the employee will be placed in a lower position at the salary for that position in the same general classification. Employees granted leave shall be given the option of continuing membership in health and life insurance programs, full premium cost to be paid by the employee. The employee shall retain his/her rights to renewal of membership in non-contributory benefit plans.

## **6.8 Bereavement Leave**

A maximum of three (3) days leave will be granted per death to be used only in the event of death in the "immediate family" and "other members of the family". The immediate family is defined as to include spouse, sons or daughters and parents and brothers and sisters of both spouses. Other members of the family are defined as grandparents of either spouse, nieces or nephews, aunts or uncles, foster parents, foster children and grandchildren. Bereavement leave is non-cumulative. Part-time employees will be entitled to bereavement leave equal to the number of working hours assigned to the position in a regular workday.

## **6.9 Leave Associated with Summer Employment**

6.9.1 Ten-month/eleven-month unit members who are employed for additional summer clerical employment lasting for three (3) weeks, fifteen (15) days or more shall be eligible for one (1) sick day for each year of

summer employment to a total of three (3) days. Summer sick days have no connection with regular sick days.

- 6.9.2 Personal leave at full pay will be granted for death in the immediate family, not to exceed three (3) days. Summer personal leave days have no connection with personal leave associated with the member's regular position.

## **ARTICLE 7 INSURANCE AND RETIREMENT**

### **7.1 Health Insurance**

- 7.1.1 The District shall contract for health insurance including major medical and dental provisions. Health insurance shall be available for those working twenty (20) hours or more per week and who apply.

- 7.1.2 The District shall pay the following amount of the monthly premium rates:

80% per month per applicant member, two-person or family membership.

- 7.1.3 Review of Plan: A labor-management committee consisting of representatives appointed by the Superintendent and the President of the Association shall meet to review and evaluation district health insurance plans and benefits levels. Modifications to district health insurance plans and benefit levels shall require mutual agreement of the labor-management committee and approval by the Board of Education prior to implementation. In the event mutual agreement is not reached by the committee, or in the absence of Board approval, the District and the Association each reserves the right to collectively negotiate the matter(s).

- 7.2 The District shall purchase a level term life insurance policy with a value of twenty thousand dollars (\$20,000.00) for each member of the unit. Eligible employees are those who are employed for twenty (20) or more hours per week.

- 7.3 The District shall contract with the New York State Employees' Retirement System for the non-contributory twenty (20) year career plan (Section 75) and for the application of 165 days of unused sick leave as additional service credit upon retirement (Sections 41J and 341J). Effective July 1, 1973, the District will contract for the maximum death benefit plan (Sections 60b and 360b). Retirement benefits shall be available to all who apply.

### **7.4 Health Insurance for Retirees**

- 7.4.1 The District will pay 80% of the premium cost for the individual, two-person or family enrollment provided that:

- a.) The retiree was a member of the plan during the last year of service; and
- b.) The retiree had no less than twelve (12) years of District service prior to retirement.

- 7.4.2 Should the retiree predecease his/her spouse, the surviving spouse may continue participation in the health insurance program at the same level of district contribution afforded the retiree.

- 7.5 Employees may participate in the IRC Section 125 plan for unreimbursed medical/dental expenses and elder/child care expenses effective 1/1/98. New employees will be eligible to participate during the open enrollment period following their date of hire.

Employees may participate in payroll withholding in the NYSUT Benefit Trust for disability insurance.

**ARTICLE 8  
COMPENSATION**

**8.1 Compensation**

- 8.1.1 The salaries of employees covered by this Agreement shall be based following classifications: Account Clerk I, Clerk I, Copy Machine Operator, Keyboard Specialist, Secretary I, Senior Keyboard Specialist, Offset Printing Machine Operator, Data Entry Operator, Senior Account Clerk and Special Education Assistant.
- 8.1.2 The District will make every attempt to pay salaries within two (2) weeks of the work period. It is understood that overtime payments and adjustments normally occur on the second succeeding payroll.
- 8.1.3 Longevity payments shall be granted on an as earned basis upon completion of 5, 8, 12, and 18 years full-time (7.5 hours per day, twelve [12] months per year) service to the District or any other combination of continuous service which equals full-time service. Longevity credit begins the first day of work on a regular appointed basis. At the time of hire in the unit upon request from a unit member, the District agrees to review possible service credit outside the GOWA unit, for longevity purposes.
- 8.1.4 Employees involved in school activities requiring use of personal transportation shall be reimbursed at the prevailing Internal Revenue Service rate per mile. When an employee is required to move from one work location to another during the same work shift by personal transportation, he/she shall be paid at the above rate. Activities conducted under Article 11 and Article 2.4.3 shall not be subject to mileage reimbursement.
- 8.1.5 When an employee is authorized by the Superintendent to attend a conference or workshop, such employee shall be granted the necessary time off and be reimbursed for reasonable expenses incurred.
- 8.1.6 Overtime shall be paid at the rate of time and one-half of the regular hourly rate. When employees are required to work on Saturdays, Sundays and/or holidays, such work shall be paid at the rate of time and one-half of the regular hourly rate.
- 8.1.7 Clerical personnel having no related experience, who are recruited for permanent positions, shall not be appointed above the first salary grade of the appropriate classification.
- 8.1.8 An employee assigned out of his/her classification shall receive pay at the rate of the higher classification for time worked in the higher classification.

**8.2 Salary**

- 8.2.1 The salaries of unit members shall be based upon the schedule attached in Appendix D and there are three (3) salary classifications levels designated as follows:

Level I: Copy Machine Operator, Clerk I

Level II: Keyboard Specialist, Account Clerk I

Level III: Senior Keyboard Specialist, Senior Account Clerk, Data Entry Operator, Offset Printing Machine Operator, Secretary I and Special Education Assistant



8.2.2 Effective July 1, 2006, Longevity Credit shall be as follows:

<u>Years of Service</u>	<u>Accrued Hours</u>	<u>2006-2007 Rate</u>
5 Years	9,750 hours	\$ .65 per hour
8 Years	15,600 hours	\$1.00 per hour
12 Years	23,490 hours	\$1.30 per hour
18 Years	35,235 hours	\$1.60 per hour

8.2.3 Effective July 1, 2007, accrued hours shall no longer be a criterion for Longevity Credit. Longevity Credit shall be based upon completion of years of continuous service at the rates specified below:

<u>Years of Service</u>	<u>2007-2008 Rate</u>	<u>2008-2009 Rate</u>
5 Years	\$ .75 per hour	\$ .80 per hour
8 Years	\$1.10 per hour	\$1.15 per hour
12 Years	\$1.40 per hour	\$1.45 per hour
18 Years	\$1.70 per hour	\$1.75 per hour

### **8.3 Differentials**

8.3.1 Secondary Building Principals Secretaries: Unit members serving as secondary building principals' secretaries shall earn an additional ninety cents (\$.90) per hour.

8.3.2 Other Secretaries: Unit members serving as secretaries to each elementary building principal, middle school house principal, high school assistant principal, the administrator for special programs shall earn an additional eighty cents (\$.80) per hour.

### **8.4 General Consideration**

All continuing employees will receive a step advancement on July 1 of each contract year. In order to be eligible for a July 1 step advancement, an employee must have been employed for the preceding five (5) months.

### **8.5 Direct Deposit**

Effective July 1, 2007, all newly hired employees shall have their paychecks directly deposited into a financial institution of the employee's choice.

### **8.6 Employer Non-Elective Contribution to 403(b) Plan**

Payment will be made in accordance with the provisions of the Memorandum of Agreement for Employer Non-Elective Contribution to the 403(b) Plan. See Appendix B.

## **ARTICLE 9 EVALUATION**

### **9.0 Evaluation Form and Procedures**

9.1.1 The District and GOWA have mutually developed the evaluation procedures and forms. The GOWA Support Staff evaluations will be conducted in accordance with the procedures outlined in Appendix C.

9.1.2 The District will determine which administrator(s) and/or supervisor(s) shall be directly responsible for the supervision and evaluation of each unit member.

9.1.3 Following the probationary period, new employees will be evaluated annually during the first three (3)

years of district service. Every effort shall be made to evaluate all other employees annually, but a least once every three (3) years.

- 9.1.4 Any modifications to the GOWA Support Staff Evaluation Form and procedures will not be made without the mutual consent of the District and GOWA.

**ARTICLE 10**  
**VACANCIES, TRANSFERS, REDUCTION**  
**IN STAFF, PROMOTIONS, AND RECLASSIFICATIONS**

- 10.1** The Board of Education is the sole determiner of the number and types of non-teaching positions as well as the qualifications for such positions.

- 10.2** The Board of Education has the exclusive determination as to whether a vacancy shall be filled or not filled.

**10.3 Vacancies**

- 10.3.1 Whenever a probationary or promotional vacancy occurs for positions within the GOWA unit which cannot be filled under layoff and recall procedures, this position will be filled in accordance with Civil Service Law.

- 10.3.2 Such vacancies or new positions within the GOWA unit shall be posted for a minimum period of five (5) working days, setting forth the minimum requirements for the position. Employees must apply in accordance with the posting and/or canvas letter in accordance with Civil Service Law.

- 10.3.3 Such a probationary or promotional vacancy within the GOWA unit will be filled based on the appropriate Civil Service titles and in compliance with the Civil Service Law. An appointment to a Civil Service title, other than a temporary or provisional appointment, requires that the candidate has taken, passed and is reachable on the appropriate Civil Service list for each title.

If two district employees receive the same ranking on the Civil Service list for a particular position, the appointment shall be based on the seniority of the employee applying for the position, who meets the minimum qualifications in the judgment of the appropriate management personnel provided he/she has had satisfactory performance in his/her current position in the District.

- 10.3.4 All applicants for the position shall be notified in writing of the decision.

- 10.3.5 Employees appointed from within the District will be guaranteed no loss of seniority or longevity accumulated in their previous position.

**10.4 Transfer**

An employee, moved to a higher job title, who fails to qualify or requests transfer back to his/her previous position within sixty (60) calendar days unless extended by mutual agreement, shall be granted the first available opening which occurs at grade or lower.

**10.5 Job Descriptions**

When existing job descriptions are changed or new descriptions are established, they shall be posted prominently on bulletin boards.

**10.6 Postings**

10.6.1 The District will mail job postings to any employee who supplies the Assistant Superintendent for Human Resources with a self-addressed stamped envelope and informs the Assistant Superintendent for Human Resources that he/she wishes to be informed in such a way while he/she is absent, on vacation or sick leave.

10.6.2 Ten (10) copies of all job postings will be provided to the President of the Association. The President, if he/she wishes, may maintain a private roster of personnel who have informed him/her that they wish transfer or promotion notice in which case he/she will mail job postings to them.

**10.7** Change of working hours within a building shall not constitute a transfer, vacancy or reclassification.

**10.8** Those employees who are participants in the District's health insurance program in a position other than temporary/substitute, may continue to participate in the health insurance program at the existing level should their position be reduced to less than twenty (20) hours per week and due to the lack of seniority in their classification prevent them from maintaining a twenty (20) hour per week or more position.

**10.9 Lay Off or Recall**

10.9.1 If any employees are laid off or recalled, the District shall give the Association a notice of its action and the names of the employees so affected not less than two (2) working days before such action becomes operative.

10.9.2 In a reduction in force (layoff), the District shall give employees so affected, based on seniority within the job classification, one pay period (10 working days) notice of such layoff.

10.9.3 All employees covered by this Agreement are given reasonable assurance by the District of continued employment from year to year and after all holiday and school recess periods unless so notified under the provisions of the existing Civil Service regulations and/or the provisions of Section 10.9.1 and 10.9.2 above.

10.9.4 **Reductions in Staff Hours**

For employees not subject to Civil Service Regulations, reductions in staff/hours shall be accomplished in inverse order of seniority within classification in accordance with Article 8.2.1. For the purpose of this provision, seniority shall be defined and applied as per Article 10.15 herein.

**10.10 Temporary Vacancies**

10.10.1 Vacancies resulting from illness, leaves, vacations and jury duty may be filled on a temporary basis with existing personnel. A temporary job or transfer is one in which an employee assumes the responsibilities of the absent employee.

10.10.2 Employees transferred to such a job, at or below their present classification, shall retain their current rate of pay.

**10.11** All employees are required to give at least three (3) weeks notice in writing of their intention to terminate their employment with the District. Failure to provide such notice shall result in a delay of payment of thirty (30) calendar days for any earned vacation days.

**10.12** The District may use part-time personnel as substitutes for regular full-time employees who may be absent to perform required services of an unanticipated nature, or to augment the regular working staff during peak demand periods.

**10.13** An employee who moves to a higher job title by means of competitive examination or temporary provisional appointment shall be placed on the next higher step for the classification of the new position or receive no less than an additional \$1.50/hour if the employee is off-step.

**10.14** In the interest of providing information to employees but with the understanding that it is the District's responsibility to develop and structure necessary staff positions, any reductions in full-time positions or any changes to bargaining unit members' job titles or responsibilities shall be discussed by District representative and the Association president prior to being implemented. Matters pertaining to hourly rates, stipends, and all other compensation matter, shall be subject to collective negotiations by the District and the Association.

**10.15 Seniority**

An employee's seniority begins with the day he/she starts to work as a probationary employee in a specific job classification. Credit for seniority will be given annually at the rate of one twelfth (1/12) unit for each month of full-time (7.5 hours per day) service, prorated for less than full-time service. Two employees hired on the same day in the same job classification, who have not taken and passed the appropriate Civil Service examination for the position, will draw lots for place on the seniority list.

**ARTICLE 11  
GRIEVANCE PROCEDURE**

**11.1** It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, and reprisal.

**11.2 Definitions**

Employee shall mean any person covered by this agreement.

Employer shall mean the individual designated by the district to review and resolve grievances.

Association shall mean the Guilderland Office Workers' Association.

Grievance shall mean any alleged violation, misinterpretation or inequitable application of this Agreement, or a claim that some action taken by the Board of Education, Superintendent, or other administrative personnel concerning terms and conditions of employment is unreasonable.

Immediate Supervisor shall mean the employee at the level of authority in the District wherein the grievance exists and who normally assigns and supervises the employee's work.

Days shall mean all days other than Saturday, Sunday and Holidays which shall be excluded in computing the number of working days within which action must be taken or notice given within the terms of this procedure.

**11.3 Rights of the Parties**

A hearing with the Assistant Superintendent for Human Resources and Association representatives will be provided within five (5) working days of an individual's suspension or dismissal if requested by the affected employee. The District's decision cannot be further appealed through the grievance procedure except that unit members who have been employed by the District for at least a year and who are not otherwise entitled to rights under Section 75 of the Civil Service law may appeal such decision to step three of the procedure and thereafter to the Board of Education.

The District's decision cannot be further appealed through the grievance procedure. This provision shall not be applicable to any employee who has rights pursuant to Section 75 of the Civil Service Law.

#### **11.4 Rights of the Grievant**

The Grievant may select any representative(s) to assist them in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than the Association. The Grievant shall have access to all written statements, records, and materials relating to the grievance. This excludes confidential personnel files of other employees.

#### **11.5 Rights of the Association**

The Association shall receive a copy of any claim, including supporting materials and or any decision rendered pursuant to this procedure.

The Association shall have the right to submit briefs to support or refute the allegation of any party in a grievance.

The Association may have an observer at any hearing, conference, meeting held under this procedure where it would not be otherwise represented and shall be reasonable notice of the time, date, place of hearing, conference or meeting.

The Association may file a grievance in its own name.

#### **11.6 Mutual Rights**

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. If the employer or representative fail to reach a decision within the required time period, the grievance shall be moved to the next level of the procedure.

##### Step One

An employee(s) who claims to have a grievance shall present their grievance to their immediate supervisor in writing within twenty (20) working days of its occurrence or when the employee becomes aware of it.

The immediate supervisor shall meet with the parties to resolve the grievance within five (5) working days. After the request for the meeting they shall render a decision in writing within five (5) working days thereafter, a copy of which is sent to both the employee and representative.

##### Step Two

The aggrieved party, if not satisfied with the decision at Step One, may within ten (10) working days request a review by the Assistant Superintendent for Human Resources . Such request is to be in writing with a copy to the department head. The Assistant Superintendent for Human Resources shall convene a hearing within ten (10) working days after receipt of the request for said hearing and shall render a decision in writing within five (5) working days after the hearing with copies to the aggrieved and representative.

##### Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may, within five (5) working days, request in writing, a hearing before the Superintendent of Schools. Such request shall set forth all details of grievance and all decisions rendered at Steps One and Two of this procedure. The requested hearing

shall be held within ten (10) working days after it is received and a decision shall be made within five (5) working days thereafter, copies of the decision to the aggrieved party and representative.

#### Step Four

The Association has the sole right to appeal an unsatisfactory decision at Step Three to arbitration within ten (10) working days following receipt of the Superintendent's decision. A demand for arbitration shall be filed by the Association with the District and the American Arbitration Association.

The parties shall be bound by the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator's decision shall be in writing and will set forth the findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

The cost for the services of the arbitrator will be borne equally by the District and the Association.

### **11.7 Rules**

All grievances shall be presented in accordance with procedures outlined in Article 11.

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose their own representative (except that no employee organization other than the Association may represent the employee) or appear alone in a grievance or appeal proceeding. The Association may be permitted entrance as observers to all such proceedings; upon request; the Association will be provided with the decisions surrounding the case.

The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this agreement or any policy concerning wages, hours, and other terms and conditions of employment, except as otherwise provided herein.

Employees shall not leave their assigned duties to discuss or process grievances unless they have requested and received permission to do so from their supervisor. The employee shall notify their supervisor that he/she wishes to enter a grievance. They shall be granted reasonable time to meet with an officer or representative of the Association for the purpose of entering such grievance. Timelines may be extended upon mutual agreement of the parties in writing.

## **ARTICLE 12 TERMS OF AGREEMENT**

### **12.1 Waiver Clause**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject concerned with collective bargaining, and that the understandings and agreements arrived at by the parties after the any item not specifically referred to in this Agreement.

**12.2 Waiver Clause**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject concerned with collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of such right are set forth in this Agreement. Therefore, the District and the Association agree that the other party shall not be obliged to bargain collectively, for the duration of this Agreement, with respect to any item not specifically referred to in this Agreement.

**12.3 Severability Clause**

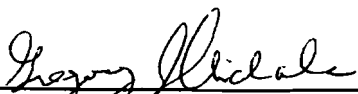
If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any federal, state or local law, the remaining articles of the Agreement, or any addition thereto, shall not be affected.

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.

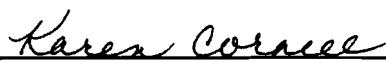
This Agreement shall take effect as of July 1, 2006 and on that day shall supersede all previous agreements between the District and the Association, and shall remain in full force and effect until June 30, 2009, and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing on or before February 1, 2009 or any subsequent year of a desire to amend or terminate the same.

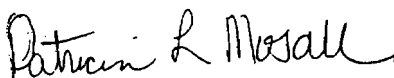
**SIGNATORIES TO THE AGREEMENT**

**FOR THE DISTRICT:**

      11/5/07  
Gregory J. Aida, Ed.D.      Date

**FOR THE ASSOCIATION:**

      11/5/07  
Karen Cornell, Co-President      Date

      11/5/07  
Patricia Mosall, Co-President      Date

Guilderland Central School District

**APPENDIX: A**

**Guilderland Office Workers Association Sick Leave Bank**

There shall be a Sick Leave Bank Committee consistent of three (3) representatives appointed by the GOWA President and two (2) District/Building (Principal, House Principal, Assistant Principal) Administrator appointed by the Superintendent. Approval of sick leave days will require three (3) affirmative votes from any of the five (5) committee members.

Each unit member may join the Sick Leave Bank by contributing three (3) non-returnable days within the first thirty (30) days of any school year. Whenever the bank falls below sixty-five (65) days, the Committee will request voluntary contributions of up to three (3) days from Sick Leave Bank members. If, at any time during a given school year, sufficient voluntary contributions are not received, the Committee will assess all Sick Leave Bank members one (1) day to be deducted from their accumulated sick leave accumulation. Members who have ten (10) or less days of personal sick leave will be exempt from this assessment.

A Sick Leave Bank member may only withdraw his/her membership in the Bank during the first thirty (30) days of any school year and will be required to submit written notification of withdrawal to the Assistant Superintendent for Human Resources. After withdrawing membership, unit members may rejoin the Sick Leave Bank by contributing three (3) non-returnable days during the first thirty (30) days of any school year following the year in which they withdrew their membership.

Applications for additional days from the Sick Leave Bank may be made to the Committee by any member of the Sick Leave Bank who has suffered a prolonged serious illness or injury and whose accumulated sick leave has been exhausted.

For the purpose of Article 6.3, serious illness or injury shall be defined as one which is generally regarded as such by those in the medical profession. The purpose of this Sick Leave Bank is to provide additional sick leave in extraordinary situations where a seriously ill or injured member cannot return to work for a prolonged period of time after accumulated sick leave credit has been exhausted.

Prior to, or not later than concurrent with, the submission of the request for additional sick leave, the unit member shall provide the Assistant Superintendent for Human Resources with a medical report setting forth the nature of the illness/injury and the anticipated date of recover and return to work. The Assistant Superintendent for Human Resources shall have the right to request additional medical information it deems necessary, as well as the right to have the unit member examined by a District appointed medical doctor.

If the additional sick leave is granted by the Committee, said additional leave shall not exceed thirty (30) days by any one member in any one school year. At no time may the number of days granted by the Committee exceed the number of days in the Sick Leave Bank.

The granting of Sick Leave Bank days is not automatic upon application but will be determined by the Sick Leave Bank Committee. The decision of the Committee shall be final, binding and not subject to the Grievance and Arbitration procedures set forth in Article 11 of this Agreement.

The Office of Human Resources will be responsible for the management of records and data related to the Sick Leave Bank. The Sick Leave Bank will annually review the operation of the Sick Leave Bank.

At the time of retirement from district service, any GOWA member who determined their retirement benefits under Article 6.2. Unused Sick Leave Retirement Benefit and still has sick leave left may contribute up to twenty-five (25) days to the GOWA Sick Leave Bank.



**APPENDIX: A**

**GOWA Sick Leave Bank Committee Guidelines**

The membership of the GOWA Sick Leave Bank Committee consists of:

Three (3) unit members - one from each school level appointed by the GOWA President

Two (2) District/Building Administrators appointed by the Superintendent

The Assistant Superintendent for Human Resources coordinates the work of this Committee. The GOWA Sick Leave Bank Committee has developed guidelines to assist Committee members in making thoughtful and consistent determinations who will abide by the following procedures:

- Every written request from a GOWA member for additional sick leave days will be considered by the Committee.
- The Assistant Superintendent for Human Resources will:
  - verify that the GOWA member is a member of the Sick Leave Bank,
  - verify the current status of sick leave days,
  - obtain a medical report, if not provided, and
  - schedule a meeting of the GOWA Sick Leave Bank Committee.
- The Committee members will maintain confidentiality regarding all members and requests.
- The intent of this Committee is to provide additional sick leave “in extraordinary situations where a seriously ill or injured unit member cannot return to work for a prolonged period of time.”
- In keeping with this premise, the Committee will consider approval of additional sick leave days for a serious health condition, such as illness, injury, physical or mental conditions that require a period of incapacity or treatment.
- The Committee would approve additional sick leave days as needed, not to exceed thirty (30) days in any one school year. The number of sick leave days approved for each member is at the discretion of the Committee.
- In making such determinations, the Committee shall review a medical report which describes the nature of the illness/injury and the anticipated date of recovery and/or return to work.
- Typically, pregnancy and recovery is considered a period of incapacity or disability that is temporary and not qualify for consideration as a serious health condition. Only under extraordinary circumstances would complications related to pregnancy which create a serious, long-term health-related condition be a consideration for eligibility to access sick leave days.
- The Committee shall have the right to request additional medical information it deems necessary, as well as the right to have the unit member examined by a District appointed physician. A physician means a duly licensed practitioner who is recognized by the law of NYS as qualified to treat the type of injury, mental or health condition under consideration for this treatment.

### **GOWA Sick Leave Bank Committee Guidelines Con't**

- Exceptional Leave: Under exceptional circumstances, the Committee may consider a special extension of sick leave days beyond the thirty (30) days in any one school year, to include up to an additional fifteen (15) days only under the following circumstances:
- The additional sick leave days may be granted to a member in any one school year for a period of incapacity which is due to a chronic, permanent or serious long-term health condition.
- The exceptional circumstances may include the need for medical care or treatment under the continuing supervision of a physician for conditions, such as, but not limited to, severe stroke, cancer, kidney disease or terminal stages of a disease.
- The Committee recognizes that the very nature of working in an educational setting often places unit members in close proximity to students in classrooms and other school settings which may create a greater exposure to infection, thus creating the need for an Exceptional Leave.
- Due to the nature of their work with students, unit members under particular medical treatments or regimes may have an increased susceptibility to infection in the school work environment.
- Treatment will be defined as care consistent with the diagnosis, which must be provided under the direction of a physician whose specialty or experience is most appropriate for this injury or health condition.
- Again, the Committee shall have the right to request additional treatment or medical information it deems necessary, as well as the right to have the unit member examined by a District appointed physician.
- The Committee would require that granting the maximum period of sick leave days (30 days plus 15 days of exceptional leave) would be considered to accommodate special circumstances for consecutive school years, but never for more than two (2) consecutive years.
- Approval of sick leave days requires four (4) affirmative votes of the Committee.
- After the Sick Leave Bank Committee meeting, the Assistant Superintendent for Human Resources will:
  - contact the unit member regarding the decision of the Committee, and
  - if necessary, provide an adjustment of sick leave days and inform payroll.
- The decisions of the Sick Leave Bank shall be final, binding and not subject to the grievance and arbitration procedures set forth in Article II of the GOWA Agreement.

**APPENDIX B**

**403 (b) Memorandum of Agreement**

**MEMORANDUM OF AGREEMENT ("hereinafter "MOA ")**

THIS AGREEMENT is entered into as of the 19th day of August, 2003, by and between the Guilderland Central School District ("Employer") and the Guilderland Central School Office Workers Association (the "Association") does hereby amend the terms of the existing Handbook of Benefits that governs the employment relationship between Employer and the Association, as follows:

Effective June 1, 2003, the Employer and Association agree to the following:

**Employer Non-Elective Contribution to 403(b) Plan**

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State and Local Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance. until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer *Non-elective* Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.
4. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

5. This MOA shall further be subject to the approval of the 403(b) Provider, which shall, review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
6. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participants Includible Compensation. To the extent inaccurate information is transmitted by the Employer to *the* 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
7. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment *with* the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer, Non-elective Contribution shall equal the accumulated. leave days (Termination Pay) benefit which is specified in Article XIII, Leave of Absence, Section 1 titled Unused Sick Leave Retirement Benefits. The Employer shall make the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

For Employer

By: Miss S. Lumber

Dated: November 20, 2003

For the Association

Christy [Signature]  
Coww President

Guilderland Office Workers' Association (GOWA)

**APPENDIX C**

GUILDERLAND CENTRAL SCHOOL DISTRICT  
**Guilderland Office Workers Association (GOWA)**  
**SUPPORT STAFF EVALUATION FORM**

Employee: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_ School Year: 20\_\_\_\_ - 20\_\_\_\_  
 Title: \_\_\_\_\_ School/Building: \_\_\_\_\_  
 Position:  Part-Time  Full-Time  10 Month  11 Month  12 Month  
 Evaluator: \_\_\_\_\_  New Employee:  1<sup>st</sup> Year  2<sup>nd</sup> Year  3<sup>rd</sup> Year

**Rating Scale and Performance Standards**

Rating Scale	Performance Standard	Requirements
<b>Exemplary *</b>	Consistently demonstrates strong skills, performance and initiative which often exceeds all the requirements of the job as well as behaviors which serve as a role model for others.	The <i>Exemplary</i> rating must contain appropriate comments to support this rating.
<b>Proficient</b>	Consistently demonstrates satisfactory skills, performance and behaviors which meet all the requirements of the job.	
<b>Needs Improvement *</b>	Demonstrates skills, performance and/or behaviors which may indicate a lack of understanding or effort which fail to meet the requirements of the job <u>or</u> if recently hired, may not meet expectations at the time of this evaluation.	The <i>Needs Improvement</i> rating must contain appropriate comments to support this rating and may also require a written Plan for Improvement.
<b>Unsatisfactory *</b>	Demonstrates minimal skills, poor performance and/or behaviors which are unacceptable or fail to meet the requirements of the job.	The <i>Unsatisfactory</i> rating must contain appropriate comments to support this rating and also requires a written Plan for Improvement. In addition, this rating requires a follow-up evaluation which must be completed within two (2) months.

\* These evaluation ratings **MUST** include appropriate comments to support this rating under Supporting Comments section.

**Evaluation and Rating of Areas of Performance**

**Job Knowledge:** This employee . . . demonstrates the essential skills/procedures to perform the routine job requirements; understands and follows established district policies and procedures; uses effective verbal and written communication skills; shows discretion and abides by confidentiality related to student and/or personnel issues; learns new skills and shows effort to maintain and incorporate such skills; and prioritizes messages and information to supervisor(s) as appropriate.

Exemplary \*       Proficient       Needs Improvement \*       Unsatisfactory \*

**Supporting Comments:**

**Quantity of Work:** This employee . . . demonstrates the ability to maintain output of work under routine conditions; completes additional work assignments as needed or requested; shows flexibility to meet changing work schedules and/or deadlines; and during a "slow period" will seek work or offer to assist others.

Exemplary \*       Proficient       Needs Improvement \*       Unsatisfactory \*

**Supporting Comments:**

GUILDERLAND CENTRAL SCHOOL DISTRICT  
**Guilderland Office Workers Association (GOWA)**  
**SUPPORT STAFF EVALUATION FORM**

Employee: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

**Quality of Work:** This employee . . . creates legible documents with correct calculations, spelling, punctuation and/or grammar; shows initiative and the ability to prioritize work assignments appropriately; demonstrates neatness, accuracy, with attention to detail and/or care in completing assignments; and strives to improve, meet expectations or enhance work performance.

<input type="checkbox"/> Exemplary *	<input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement *	<input type="checkbox"/> Unsatisfactory *
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**Supporting Comments:**

**Work Habits:** This employee . . . demonstrates good attendance, punctuality, dependability and willingness to follow established procedures; participates in training or in-service courses; works independently and acts on constructive suggestions; shows flexibility and the ability to develop new procedures or consistently enhance work assignments; generally demonstrates good judgment and reacts appropriately to changing work conditions or stressful situations; exhibits a willingness to work collaboratively with others; and maintains professional behavior, generally using time for job-related, not personal issues.

<input type="checkbox"/> Exemplary *	<input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement *	<input type="checkbox"/> Unsatisfactory *
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**Supporting Comments:**

**Job Attitude:** This employee . . . shows interest, enthusiasm, acceptance of job responsibilities and a positive attitude toward work; maintains cooperative working relationships with supervisor(s) and co-workers; fosters a positive work environment and enhances office atmosphere; and responds respectfully and in a professional manner during interactions with students, parents, staff and/or the public.

<input type="checkbox"/> Exemplary *	<input type="checkbox"/> Proficient	<input type="checkbox"/> Needs Improvement *	<input type="checkbox"/> Unsatisfactory *
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**Supporting Comments:**

**OVERALL COMMENTS:**

**EVALUATOR:** All items have been reviewed on this evaluation with the employee. For any rating of *Unsatisfactory*, a Plan for Improvement is attached. The employee has been informed that a follow-up evaluation will be conducted within two (2) months of this review.

**EMPLOYEE:** All items on this evaluation have been discussed with me. I realize that my signature indicates receipt of the evaluation, and does not imply that I agree with the content of the evaluation. Further, I understand that I may submit written comments which will be attached and placed in my personnel file. This form must be signed and returned within five (5) work days.

Evaluator's Signature	Date	Employee's Signature	Date
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Principal's Signature (if not the Evaluator)	Date	Asst. Superintendent for Human Resources *	Date
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\* Required only for any *Unsatisfactory* ratings

Employee's Written Comments attached

Copies to:  Employee  Department Supervisor  Personnel File  Building Principal (as appropriate)

GUILDERLAND CENTRAL SCHOOL DISTRICT

**Guilderland Office Workers Association (GOWA)  
Support Staff Plan for Improvement**

Employee: \_\_\_\_\_ Title: \_\_\_\_\_ School Year: 20\_\_\_\_ - 20\_\_\_\_  
Evaluator: \_\_\_\_\_ Date of Improvement Plan: \_\_\_\_\_  
Position:  Part-Time  Full-Time Work Year:  10 Month  11 Month  12 Month

**Check Specific Areas of Performance in Need of Improvement:**

Job Knowledge  Quantity of Work  Quality of Work  Work Habits  Job Attitude

**Plan for Improvement:**

This Plan for Improvement due to an unsatisfactory rating will be reviewed within sixty (60) days of the date noted above.

\_\_\_\_\_  
Evaluator's Signature Date Employee's Signature Date

\_\_\_\_\_  
Principal's Signature Date  
(if not the Evaluator)

Copies to:  Employee  Department Supervisor  Personnel File  Building Principal (as appropriate)

GUILDERLAND CENTRAL SCHOOL DISTRICT

**Guilderland Office Workers Association (GOWA)  
Support Staff Evaluation Form and Procedures**

**Purposes for the Evaluation Process**

The GOWA Support Staff Evaluation Form is provided for the evaluation of all members of the Guilderland Office Workers Association (GOWA). This process is designed to promote, maintain and encourage quality performance in accordance with the policies and priorities of the Guilderland Central School District. The evaluation process provides an opportunity for improvement and a structure for discussion between employees and administrators/supervisors. The evaluation process is intended to:

- ▶ evaluate the skills, performance and behavior of each employee;
- ▶ improve communication between the employee and administrators/supervisors;
- ▶ provide support for the employee; and
- ▶ promote, encourage and maintain a high level of performance and recognition.

The GOWA Support Staff Evaluation Form provides the basis for retention, improvement, promotion or dismissal of personnel. The District will determine which administrator(s) and/or supervisor(s) will be directly responsible for the supervision and evaluation of each GOWA member.

**Areas of Performance**

Each GOWA employee will be rated based on the performance indicators in the following areas of performance:

<b>Areas of Performance</b>	<b>Performance Indicators</b>
<b>JOB KNOWLEDGE</b>	This employee . . . - demonstrates the essential skills/procedures to perform the routine job requirements; - understands and follows established district policies and procedures; - uses effective verbal and written communication skills; - shows discretion and abides by confidentiality related to student and/or personnel issues. - learns new skills and shows effort to maintain and incorporate such skills; - prioritizes messages and information to supervisor(s) as appropriate; and
<b>QUANTITY OF WORK</b>	This employee . . . - demonstrates the ability to maintain output of work under routine conditions; - completes additional work assignments as needed or requested; - shows flexibility to meet changing work schedules and/or deadlines; and - during a "slow period" will seek work or offer to assist others.
<b>QUALITY OF WORK</b>	This employee . . . - creates legible documents with correct calculations, spelling, punctuation and/or grammar; - shows initiative and the ability to prioritize work assignments appropriately; - demonstrates neatness, accuracy, with attention to detail and/or care in completing assignments; and - strives to improve, meet expectations or enhance work performance.
<b>WORK HABITS</b>	This employee . . . - demonstrates good attendance, punctuality, dependability and willingness to follow established procedures; - participates in training or in-service courses; - works independently and acts on constructive suggestions; - shows flexibility and the ability to develop new procedures or consistently enhance work assignments; - generally demonstrates good judgment and reacts appropriately to changing work conditions or stressful situations; - exhibits a willingness to work collaboratively with others; and - maintains professional behavior, generally using time for job-related, not personal issues.
<b>JOB ATTITUDE</b>	This employee . . . - shows interest, enthusiasm, acceptance of job responsibilities and a positive attitude toward work; - maintains cooperative working relationships with supervisor(s) and co-workers; - fosters a positive work environment and enhances office atmosphere; and - responds respectfully and in a professional manner during interactions with students, parents, staff and/or the public.



## APPENDIX C

### GOWA Support Staff Evaluation Form and Procedures Con't

#### Rating Scale, Performance Standards and Requirements for the Evaluation

The following rating scale and performance standards will be used in completing each area of performance:

RATING SCALE	PERFORMANCE STANDARD	REQUIREMENTS
<b>Exemplary *</b>	Consistently demonstrates strong skills, performance and initiative which often exceeds all the requirements of the job as well as behaviors which serve as a role model for others.	The <i>Exemplary</i> rating must contain appropriate comments to support this rating.
<b>Proficient</b>	Consistently demonstrates satisfactory skills, performance and behaviors which meet all the requirements of the job.	
<b>Needs Improvement *</b>	Demonstrates skills, performance and/or behaviors which may indicate a lack of understanding or effort which fail to meet the requirements of the job <u>or</u> if recently hired, may not meet expectations at the time of this evaluation.	The <i>Needs Improvement</i> rating must contain appropriate comments to support this rating and may also require is a written Plan for Improvement.
<b>Unsatisfactory *</b>	Demonstrates minimal skills, poor performance and/or behaviors which are unacceptable or fail to meet the requirements of the job.	The <i>Unsatisfactory</i> rating must contain appropriate comments to support this rating and also requires a written Plan for Improvement. In addition, this rating requires a follow-up evaluation which must be completed within two (2) months.

\* Evaluation must include appropriate comments or goals to support this rating under Supporting Comments section.

#### Instructions and Procedures

The following instructions and procedures are provided as a guideline for the completion of the GOWA Support Staff Evaluation Form:

- ▶ Administrators/supervisors will complete an evaluation for each GOWA employee as required. Following the probationary period, new employees will be evaluated annually during the first three (3) years of district service. Every effort shall be made to evaluate all other employees annually, but at least once every three (3) years.
- ▶ The evaluation and rating will be based upon the employee's job requirements and the duties and responsibilities of his/her position in five areas of performance.
- ▶ The employee will be rated using the GOWA Support Staff Evaluation Form on how well the requirements of the job have been fulfilled since the last review or for new employees, since the date of hire.
- ▶ Administrators/supervisors will check the rating scale box that summarizes the employee's performance in each area of performance.
- ▶ After rating the employee on each area of performance, appropriate comments to support this rating may be included under the Supporting Comments section. Supporting Comments must be included for any *Exemplary*, *Needs Improvement* and *Unsatisfactory* ratings.
- ▶ In addition, a rating of *Unsatisfactory* requires the completion of a Plan for Improvement. Such a rating in any area of performance also requires a follow-up evaluation which must be completed within two (2) months.
- ▶ The administrators/supervisors will sign and date the evaluation form and meet with each employee to review and discuss the evaluation prior to its placement in the employee's personnel file.
- ▶ The employee will also sign and date the evaluation with the understanding that his/her signature indicates only that the employee has seen and been provided with a copy of the evaluation and does not indicate nor imply that the employee agrees with the content. The evaluation must be signed and returned within five (5) work days.
- ▶ The employee shall have the right to respond in writing to any evaluation. Such written comments will be attached and kept in his/her personnel file.

#### Agreement and Modifications

The GOWA Support Staff Evaluation Form and procedures will be implemented on a trial basis during the 2007-08 school year. Any modifications to this form or the procedures will not be made without the mutual consent of the Guilderland Central School District and the Guilderland Office Workers Association (GOWA).

## APPENDIX D

### Guilderland Office Workers Association (GOWA)

- LEVEL I Copy Machine Operator, Clerk I
- LEVEL II Keyboard Specialist, Account Clerk I
- LEVEL III Senior Keyboard Specialist, Senior Account Clerk, Data Entry Operator, Offset Printing Machine Operator, Secretary I, Special Education Assistant

### SALARIES 2006 - 2007

STEP	LEVEL I	LEVEL II	LEVEL III
1	\$10.50	\$10.98	\$11.96
2	10.75	11.14	12.13
3	11.00	11.32	12.32
4	11.25	11.51	12.52
5	11.50	11.70	12.72
6	NA	11.90	12.94
7	NA	12.10	13.16
8	NA	12.31	13.39
9	NA	12.69	13.67
<b>Off Step</b>	3.95 %	3.95 %	3.95 %

### LONGEVITY CREDIT 2006 - 2007

Effective July 1, 2006 Longevity Credit shall be as follows:

Service	Accrued Hours	2006-2007 Rate
<b>5 Years</b>	9,750 hours	<b>\$ .65 per hour</b>
<b>8 Years</b>	15,600 hours	<b>\$1.00 per hour</b>
<b>12 Years</b>	23,490 hours	<b>\$1.30 per hour</b>
<b>18 Years</b>	35,235 hours	<b>\$1.60 per hour</b>

## APPENDX D

### Guilderland Office Workers Association (GOWA)

#### SALARIES 2007 - 2008

STEP	LEVEL I	LEVEL II	LEVEL III
1	\$10.88	\$11.25	\$12.25
2	11.13	11.42	12.43
3	11.38	11.58	12.61
4	11.63	11.77	12.80
5	11.88	11.96	13.01
6	NA	12.17	13.23
7	NA	12.37	13.45
8	NA	12.58	13.68
9	NA	12.79	13.92
<b>Off Step</b>	3.95%	3.95%	3.95%

#### SALARIES 2008 - 2009

STEP	LEVEL I	LEVEL II	LEVEL III
1	\$11.27	\$11.53	\$12.55
2	11.52	11.70	12.73
3	11.77	11.87	12.92
4	12.02	12.04	13.11
5	12.27	12.23	13.31
6	NA	12.43	13.52
7	NA	12.65	13.75
8	NA	12.86	13.98
9	NA	13.07	14.22
<b>Off Step</b>	3.95%	3.95%	3.95%

#### LONGEVITY RATES (Effective July 1, 2007)

Service	2007 - 2008 Rate	2008 - 2009 Rate
5 Years	\$ .75 per hour	\$ .80 per hour
8 Years	\$1.10 per hour	\$1.15 per hour
12 Years	\$1.40 per hour	\$1.45 per hour
18 Years	\$1.70 per hour	\$1.75 per hour