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**AGREEMENT**

between the

**GUILDERLAND CENTRAL SCHOOL DISTRICT**

and the

**GUILDERLAND CENTRAL SCHOOL DISTRICT**

**EMPLOYEES ASSOCIATION, INC.**

for the period

**JULY 1, 2005 through JUNE 30, 2009**

**RECEIVED**

DEC 18 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **AGREEMENT**

This Agreement is made and entered into this eighth day of May 2007 by and between the Guilderland Central School District, hereinafter called the "District," and the Guilderland Central School District Employees Association, Inc., hereinafter referred to as the "Association".

### **ARTICLE 1**

#### **RECOGNITION**

The District recognizes the Association as the exclusive bargaining representative for collective bargaining with respect to wages, hours and other terms and conditions of employment for employees designated by the following titles: auto mechanic, bus attendant, bus driver, bus garage helper, cook, custodial worker, custodian, food service worker, groundskeeper, maintenance mechanic, messenger, permanent substitute bus attendant, and permanent substitute bus driver.

References to the titles of custodial team leader, head custodian, and lead auto mechanic are District designations for purposes of delineating responsibilities and/or pay differentials. Head custodian is a non-civil service title to designate Association members with additional district responsibilities while the appropriate Civil Service title for this position is custodian.

### **ARTICLE 2**

#### **ASSOCIATION RIGHTS**

##### **2.1 Right of Representation**

The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The Association shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

##### **2.2 Deduction of Union Dues**

There shall be deducted from the wages of employees who are members of Association the amount equivalent to the dues levied by the Association and such sum shall be transmitted to the Association provided however, this shall only occur when the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of the Agency Shop fee deduction which represents the employee's pro rata share of expenditure by the Association in aid of political or ideological activities only incidentally related to terms and conditions of employment.

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

The Association shall have exclusive payroll deduction of membership dues and all other authorized Association deductions for employees and no other employee organization shall be accorded any such payroll deduction privilege for the members of this bargaining unit throughout the representation period. The District will remit two payments, one for members, and a single payment for non-members collected through payroll deduction.

## **2.3 Agency Shop Deduction**

- 2.3.1 The Employer hereby agrees to take, from the wage and salary of every non-member in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the Association, and to transmit said sums in a separate check to the local Association Treasurer.
- 2.3.2 The Employer agrees to send a list containing the names, addresses, department employed by, and dollar amount paid of those agency shop fee employees along with the separate agency shop fee check.

## **2.4 Officers Release Time**

- 2.4.1 The District agrees to allow the following during working hours, on school district premises, without loss of pay, up to a maximum of five (5) hours per week each for the President and/or and designee (officer):
- a. Post Association notices.
  - b. Distribute Association literature.
  - c. Transmit communications, authorized by the Association, or its officers to the Board of its representative.
  - d. Consult with the Board or its representatives, or other representatives concerning the enforcement of any provisions of this Agreement.
  - e. No officer shall be engaged upon Association business during the time when they are assigned to a regularly scheduled bus route.
  - f. No officer shall be engaged in Association business during the time that they are assigned to work with the Guilderland Central School District unless they have previously notified their immediate supervisor that they will be engaged in such business under the maximum of five (5) hours allowed under this article. Such time will be noted on the time card, which the officer submits to the payroll office. The Association agrees to notify the officer's supervisor at least forty-eight (48) hours in advance of the time being used by the officer, if possible.
  - g. The Association will notify the District by September 1 of each school year the names of the officers and shop stewards of the Association. The Association will notify the District within ten (10) working days of any changes to the list after September 1 of each year.
- 2.4.2 If an Association official is off-duty and must be called in by an administrator or supervisor to attend a meeting with the District, its agents and/or employees, he/she shall be compensated for any and all time spent attending such meeting at his/her own rate. The Association agrees to make a reasonable attempt to have an on-duty Association official attend such a meeting. Up to two (2) Association officials shall be entitled to compensation for each meeting pursuant to this provision.
- 2.4.3 The Superintendent shall grant to the President and up to two (2) or designees of the Association five (5) days leave per year to attend conferences, and attend Association functions. Requests for such leave must be submitted twenty-four (24) hours in advance of the leave to be taken.

## **2.5 Access to School Premises**

Officers or other representatives of the Association shall be permitted to visit the school premises for the purpose of investigating and processing grievances provided they do not interfere with normal work activities. Any officer or representative desiring to visit the school premises shall first notify the building principal, or Supervisor of Buildings and Grounds or Supervisor of Transportation or School Lunch Manager of the general reason for such visit.

## **2.6 Right to Post Notices**

The Superintendent shall make available approximately a four (4) by four (4) feet wall space suitable for a bulletin board available at each building where employees, as defined under Article 1, are employed. The space shall be conspicuous to such employees and shall be for the exclusive use of the Association.

## **2.7 Labor-Management Liaison Committee**

The District and the Association will establish a Labor-Management Liaison Committee. The function of this Committee is to assist in maintaining good communications and discuss areas of mutual interest.

In addition to the Association President or designee, and an Association Officer, the Association will be represented by Association members from each work setting, as follows:

- one (1) union representative from food service;
- two (2) union representatives from building and grounds; and
- three (3) union representatives from transportation.

The District will be represented by the Assistant Superintendent for Business and the Assistant Superintendent for Human Resources.

Association members will serve on the Labor-Management Liaison Committee for a term of one year, beginning annually on July 1. Meetings of the Committee will be arranged at a mutually agreeable time or as requested by the Association or the District. Areas of discussion may include, but are not limited to: contractual issues, work-related safety issues, in-service training, annual school calendar and other appropriate matters of mutual concern. The decisions of this Committee are non-binding with respect to the current collective bargaining agreement.

### **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 facilities, methods, means, and number of personnel required for conduct of District programs; to administer the personnel 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.

Except as otherwise expressly 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 or in the Superintendent as delegated by the Board of Education.

With respect to matters not covered by this agreement, the District will not diminish or impair during the term of this agreement any benefit or privilege provided by Board policy, rule or regulation enacted there under for employees without prior notice to the Association; and when appropriate, without negotiations with the Association; provided, however, that this agreement shall be construed consistently with the free exercise of rights reserved to the District in Article 3 shall prevail.

### **ARTICLE 4**

#### **STRIKE PROHIBITION**

The Association shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any employees, and no employee shall cause or participate in any strike or refuse to perform the duties of their employment.

### **ARTICLE 5**

#### **MEMBERSHIP PRACTICES**

#### **5.1 Non-Discrimination Policy - Association**

The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender or marital status and to represent all employees of the Association herein designated.

## **5.2 Non-Discrimination Policy - District**

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, marital status or membership or participation in or association with the activities of any employee organization.

## **5.3 Membership**

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal or penalty from the Association or the Guilderland Central School District.

## **5.4 Freedom from Reprisals**

Employees may join and take an active role in the activities of the Association, without fear of any kind of reprisals from the Guilderland Central School District or its agents.

## **5.5 Probationary Period**

The probationary period upon initial employment or to any position covered by this agreement shall be twenty-four (24) weeks and may be extended to fifty-two (52) weeks at the discretion of the District. The supervisor shall, from time to time during the probationary term, discuss with the probationer their job performance and progress. If the performance of the probationer is not satisfactory, their employment may be terminated during the probationary period. Written notice must be given to the probationer at least one (1) week prior to such termination and, upon request, they shall be granted an interview with the Assistant Superintendent for Human Resources.

## **5.6 Seniority**

- 5.6.1 Seniority shall be defined as an employee's length of continuous service commencing on the date of last hire. Employees who enter a position covered by this bargaining unit on the same date shall have seniority decided by lot. For purposes of seniority, if an employee leaves the employ of the District, this constitutes a break in service.
- 5.6.2 For transportation employees, when a permanent route assignment becomes vacant, the route shall be posted for a period of five (5) school days. It will be filled based on seniority. The applicant who fills the vacancy will have up to a maximum of five (5) school days as a trial period to decide if he/she want the permanent route assignment.
- 5.6.3 All continuous time spent as a substitute and/or temporary employees will be credited to their seniority upon permanent assignment in the same title. In order to qualify for the above benefit, employees must accept the first permanent assignment offered to him/her in their title. In the event an employee refuses the first appointment, his/her seniority will then commence beginning with any permanent appointment.
- 5.6.4 The employer agrees to maintain the following seniority rosters:
  - a. District-wide seniority list by job title.
  - b. A building seniority list for each job title.

The above lists will be available to union representatives upon request.

- 5.6.5 Seniority lists by job title shall be the determining factor for sequence or order of layoff, recall and in determining vacations at the building level.



## **5.7 Layoff and Recall and Reduction**

A layoff shall be defined as a temporary reduction in bargaining unit employees. In the interest of providing information to employees, but with the understanding that it is management's responsibility to develop and structure necessary staff positions in the district, representatives will discuss with the Association President any reduction in full-time jobs to part-time jobs (before such action). In the event a layoff in a position covered by this agreement should occur, the District will meet with Association representatives prior to such reduction becoming effective.

- 5.7.1 No permanent employee shall be laid off until all temporary or probationary employees have been laid off within a job title.
- 5.7.2 In the event of a reduction in force, incumbents in a job title to be laid off shall be reduced in order of seniority within a job title and those with the least district-wide seniority shall be laid off first.
- 5.7.3 Employees involved in a layoff will be allowed to exercise their district-wide seniority to replace less senior employees in another job title provided that they have held a position in that title at a prior date and also have more district-wide seniority in that job title.
- 5.7.4 When a reduction in force occurs that provides an opportunity for an employee to be reassigned, their rights are to include one bump within their job title. An employee losing position due to this reassignment is eligible only for the vacated position in the district.
- 5.7.5 Employees laid off shall retain the right to recall for two (2) years. Recall shall be based on reverse order of seniority and notice of recall shall be by registered letter to last address on record. Within three (3) business days after receipt of such notice, the employee must notify the employer by registered mail, telegram, or in person, of their intent to return to work. Said employee must actually report to work within twenty one (21) calendar days of their notification date unless the Assistant Superintendent for Human Resources approves an extension of reporting date. If the employee fails to comply with the above provisions, they shall lose all seniority rights under this agreement and shall be considered a voluntary termination.

## **5.8 Personnel Files**

Each employee will have the right to review his/her personnel file by arranging an appointment through the Assistant Superintendent for Human Resources, and with twenty-four (24) hours advance notice, when possible. No copy of an evaluation form, plan for improvement or other documents, particularly of a derogatory nature will be placed in the employee's personnel file without the employee's knowledge and opportunity to respond in writing. Any evaluation and/or plan for improvement must be signed by the supervisor and the employee, and returned by the employee within five (5) work days. The employee's signature and date on any document indicates only that he/she has received the document, and had the opportunity to review it with the understanding that his/her signature in no way indicates or implies agreement with the content. The employee shall have the right to submit a written response to such material which shall be included in the personnel file.

## **5.9 Progressive Discipline**

The District agrees to apply the principles of progressive discipline in all matters pertaining to discipline except in those instances where the nature of the infraction warrants a harsher penalty or dismissal. This agreement extends to all permanent employees provided that employees who have already received prior written warnings, reprimands, fines and/or suspensions shall be entitled only to a continuation of the progressive discipline process. The agreed to progressive penalties shall be as follows:

- First Offense: Verbal warning with follow-up summary letter
- Second Offense: Letter of reprimand
- Third Offense: Suspension up to a maximum of five (5) consecutive work days without pay
- Fourth Offense: Dismissal

## ARTICLE 6

### PROMOTIONS AND TRANSFERS

#### 6.1 Promotional Vacancy

A promotion is a position with a higher pay scale within a job title series. Promotional vacancies shall be filled on the basis of seniority and qualifications. Job vacancies will be posted on the Association bulletin boards, and advertised outside of the District, for a period of five (5) work days, setting forth the minimum requirements for the position. Employees interested shall apply in writing within those five (5) work days. The person assigned will have up to a fifteen (15) day trial period to decide if he/she wants the promotion. The probationary period will be twenty-four (24) weeks and may be extended to fifty-two (52) weeks at the discretion of the District. If permanent assignment is not made after this period, the employee is entitled to return to his or her previous position. In this event, the employee will retain their seniority and previous pay level. The position vacated by the promotional candidate will be filled by a temporary assignment during this probationary period. All employees who apply for the position shall be notified in writing of the decision. If the District believes no employee qualifies, it may then continue its search with external candidates.

#### 6.2 Probationary Vacancy

Whenever a probationary vacancy occurs other than a promotional situation, the District will post the announcement of the position on the Association bulletin boards for a period of five (5) work days. The District has the responsibility to select the most qualified individual for the position. If in this process the District administration determines that 1.) within the internal candidates an individual is best qualified for the posted position, he/she will be recommended for appointment; 2.) If two or more candidates are equally qualified for the posted position, the District will recommend the most senior employee for an appropriate appointment; and 3.) If no internal candidate is satisfactorily qualified, it will then recommend an appointment of an external candidate.

Temporary assignment shall be defined as that assignment which fills a vacancy produced by an approved leave of twenty (20) or more work days. The number of individuals assigned as temporary shall not exceed the number of positions open due to approved leaves. This designation of temporary assignment does not refer to those individuals assigned for special tasks such as summer employment. A substitute appointment is one in which his or her assignment is for less than twenty (20) days and generally on a day-to-day basis. A substitute appointee will not be provided overtime opportunities unless all other employees in that department refuse.

#### 6.3 Transfers

Association positions will be posted throughout the District for five (5) work days in accordance with District practice. Employees interested in such a position shall apply within those five (5) work days. An employee shall be entitled to transfer to a position in the same job title or specific job title in a different building or shift based upon district-wide seniority in the job title provided he/she has received a satisfactory evaluation in his/her most recent evaluation performed, as outlined in Appendix C.

#### 6.4 Job Postings

- 6.4.1 The administration will make a mailing of job postings to any employee who supplies the supervisor with a self-addressed stamped envelope and informs the supervisor that they wish to be informed in such a way while they are absent, on vacation, or on sick leave.
- 6.4.2 Extra copies of all job postings will be provided to the President of the Association or designee for posting in places provided for Association bulletins. Notices must be posted by the President within two (2) working days of receipt.

#### 6.5 Change/New Job Descriptions

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

**ARTICLE 7**  
**COMPENSATION**

**7.1 Compensation**

- 7.1.1 The salaries of employees covered by this agreement will be based upon the schedule attached in Appendix A.
- 7.1.2 New employees may be placed on step commensurate with their training and experience related to the position being applied for provided, however, that a new employee may not be placed higher than Step 3 on the salary schedule.
- 7.1.3 Differentials: Employees shall be eligible for differential payments in accordance with the schedule attached in Appendix B. Should the District decide to staff other positions that require a differential, the differential will be added to the Agreement.
- 7.1.4 Longevity: Effective July 1, 2007, all employees shall become eligible for longevity payments in accordance with eligibility rules listed below and the rate of payment in accordance with the schedule attached in Appendix B.

Step 1: Upon completion of ten (10) years of continuous service in the District;

Step 2: Upon completion of fifteen (15) years of continuous service in the District; or

Step 3: Upon completion of twenty (20) years of continuous service in the District.

**7.2 Payroll Calculation**

- 7.2.1 Paychecks will be computed on an hourly basis. Base pay will be paid on a current basis for all employees upon appointment by the appointing authority. Base pay is defined as one's assigned schedule for a pay period. Employees are required to acknowledge receipt of paychecks by signature or method determined by the District.
- 7.2.2 Bus drivers'/bus attendants' base pay is defined as those regular-scheduled AM and PM routes. Bus drivers/ bus attendants will receive 21 equal pays per year as determined by his/her block hours each school year. Adjustments and overtime will be made in the next following paycheck. The business office shall provide a duplicate work sheet to the employee.
- 7.2.3 Payroll for all employees paid hourly shall be calculated as follows:  
All paychecks will reflect an accurate statement for all work performed including base hours, overtime and other adjustments for the two-week period preceding the payroll. However, there will be a lag of two weeks between the biweekly work period and the payroll. For example: A September 21 payroll would cover the 10 day period from September 3 through September 14.

**7.3 Time Card Modification**

The employee must sign each time card/sheet as a verification of time worked or time approved for vacation and/or leave. Supervisors will make every effort to notify employees personally of any changes to be made in time card/sheet before it is forwarded for payroll processing. If it is not possible to do so, then they will contact the employee at some time prior to the issuance of the paycheck.

**7.4 Premium Pay**

- 7.4.1 All employees holding full-time positions (40 hour week - 52 week year) will be eligible for premium pay (1½ normal pay) upon completion of 40 hours of work in a given week. Time worked, sick leave, holiday or vacation will be included in the 40-hour base. All employees holding part-time positions (less than 40 hour week or less than 52 weeks per year) will be eligible for premium pay (1½ normal pay) upon completion of eight hours work, six hours for cafeteria employees, except those who are regularly assigned more than six (6) hours, in a given 24 hour period. Overtime shall be voluntary whenever possible.

When employees are:

a.) required to work on Sundays, such work shall be paid at the rate of one and one-half (1½) times the employee's regular base hourly rate, unless they have completed 40 hours of work in that work week, in which case they will be paid double time for this overtime work, or

b.) required to work on holidays including Superintendent's discretionary holidays, they will be paid their regular holiday pay plus time and one-half (1½) for the time actually worked.

7.4.2 Call back is defined as any requested workload that results from an emergency request by the supervisor. It normally refers to a request of an employee once they have left the premises of employment.

7.4.3 When employees are called back after their normal work schedule or other than their normal hours, they will be paid for a minimum of two (2) hours at their regular or premium rate, whichever is applicable. This does not apply if the employee continues to work without a break in time before or after their regular work shift or bus run. The minimum payment for any regularly scheduled job shall be two (2) hours.

## **7.5 Substitutes**

In the event of an absence of any employee in the Association, the District will endeavor to provide a substitute. The substitute will abide by all applicable rules and regulations to his/her position. In the event an employee is requested to work beyond their regular shift, overtime will be paid in accordance with Article 7.4.

## **7.6 Out of Classification Work**

When employees are assigned out of their classification for four (4) hours or more in any one (1) day, they will receive pay at the rate of the higher classification.

## **7.7 Suspension**

If any employee is suspended by the District, upon their reinstatement as an employee, they will be placed at the same salary step as they were at the time of suspension.

## **7.8 Mileage**

All mileage expenses incurred with a personal vehicle while on approved school business shall be compensated at the per mile Internal Revenue Service rate as of July 1 of each contract year.

## **7.9 Uniforms/Safety Apparel/Winter Clothing (Effective July 1, 2007)**

7.9.1 When uniforms are required by the School District, they will be provided as designated by appropriate management personnel at District expense. In such instance, uniforms and work clothes will be furnished and required to be worn by the following employees: auto mechanics and bus garage helper, custodial workers, custodians, food service personnel, and maintenance personnel on all days while on duty or schools are in session. Uniforms are not to be worn on days when employees are not working for the District.

7.9.2 The District will provide uniforms and/or work clothes for employees as follows:

a.) Auto mechanics and bus garage helper while working will have the option of one-piece or two-piece uniforms for daily use within the building.

b.) Custodial workers and custodians will have a choice of six (6) uniform shirts which includes: two (2) long sleeve shirts, two (2) short sleeve shirts, and two (2) tee shirts annually.

c.) Cooks/food service workers will have four (4) black pants and four (4) shirts and will be supplied with four (4) aprons and hairnets/visors annually.

d.) Maintenance personnel will have two-piece shirt/pants uniforms.

Maintenance and laundry of the uniforms will be the responsibility of the employees, except as indicated on the chart below:

7.9.3 Uniforms, work clothes and other items provided by the District are illustrated as follows:

Employees by Title	Uniform/Work Clothes/Other Items	Provided by the District or by Allowances
Auto Mechanic	One-piece or two-piece uniforms (within bldg) Safety Footwear Safety Prescription Glasses Goggles Tool Allowance Winter Clothing Allowance	Provided & Cleaned by District \$120 Allowance Annually \$200 Allowance Annually Provided by District \$300 Allowance Annually \$150 Allowance Every 3 Years
Bus Garage Helper	One-piece or two-piece uniforms (within bldg) Safety Footwear Safety Prescription Glasses Goggles Tool Allowance Winter Clothing Allowance	Provided & Cleaned by District \$120 Allowance Annually \$200 Allowance Annually Provided by District \$150 Allowance Annually \$150 Allowance - Every 3 Years
Custodial Worker	6 Uniform Shirts includes: 2 long sleeve; 2 short sleeve; 2 tee shirts Pants/Safety Footwear Goggles Winter Clothing Allowance <i>(Only for those designated for clearing snow)</i>	Provided by District Annually \$100 Allowance Annually Provided by District \$150 Allowance - Every 3 Years
Custodian (Head Custodian)	6 Uniform Shirts includes: 2 long sleeve; 2 short sleeve; 2 tee shirts Pants/Safety Footwear Safety Prescription Glasses Goggles Winter Clothing Allowance	Provided by District Annually \$100 Allowance Annually \$200 Allowance Annually Provided by District \$150 Allowance - Every 3 Years
Cook Food Service Worker	4 black pants and 4 shirts or 4 black pantsuits 4 aprons and hairnets/visors	Provided by District Annually
Maintenance Mechanic Messenger Groundskeeper	Two-piece uniforms (shirts/pants) Safety Footwear Safety Prescription Glasses Goggles Winter Clothing Allowance	Provided & Cleaned by District \$120 Allowance Annually \$200 Allowance Annually Provided by District \$150 Allowance Every 3 Years

7.9.4 The District will provide allowances for employees as follows:

- a.) Safety Prescription Glasses: An allowance of \$200 annually for the purchase of safety prescription glasses for the following employees: auto mechanics, bus garage helper, custodians, and maintenance personnel. The District will also provide safety goggles for these employees.
- b.) Safety Footwear: An allowance of \$120 annually for the purchase of safety footwear for the following employees: auto mechanics, bus garage helper, and maintenance personnel. Safety footwear must meet ANSI standards appropriate to the job title.

- c.) Safety Footwear and/or Pants: An allowance of \$100 annually for the purchase of safety footwear and/or pants for the following employees: custodial workers and custodians. Safety footwear must meet ANSI standards appropriate to the job title.
- d.) Tools: A tool allowance of \$300 annually for the auto mechanics and half that allowance of \$150 for the bus garage helper. The District will also provide fire and theft insurance for auto mechanic's and the bus helper helper's personal tools. The policy will have a one hundred dollar (\$100) deductible for each employee.

Employees shall be eligible for allowances after six (6) months of District service.

- 7.9.5 Winter Clothing Allowance: Once every three(3) years, the District will provide \$150 for the following employees: auto mechanics, bus garage helper, maintenance mechanics, groundskeepers and the ten (10) custodians or custodial workers responsible for clearing snow at each of the seven buildings and the transportation facility.
- 7.9.6 For safety, it is required that cooks/food service workers, wear closed-toe leather footwear with rubber soles. For the safety of employees and students, it is recommended that bus drivers/bus attendants wear footwear that provides foot protection with slip resistant soles appropriate for weather conditions. Such footwear does not include open-toe shoes, flip flops, sandals, high heels, sling-back or clog style footwear.

#### **7.10 License Renewals**

The District will pay for the required CDL Class A license renewals as long as the employee satisfies all renewal requirements and has been working in the District for the previous five (5) years. Other than bus drivers, new employees who are requested by the District to hold such license shall have the license renewal paid by the District. Maintenance personnel may may be required to obtain a CDL Class A license. When a new employee is required to obtain a CDL Class A license, the District will provide appropriate time and training. Head custodians may be required to obtain appropriate pesticide dispensing licenses. Employees required to obtain such license will have the license and renewals paid by the District.

#### **7.11 Summer Driver Compensation**

Guilderland School District bus drivers when working for the District as bus drivers during summer months shall receive their same hourly rate of pay and equivalent sick leave benefits.

#### **7.12 Bus Driver Finder's Fee**

Any Association member would be eligible to refer an individual to apply to the District as a bus driver.

The referring Association member would receive a \$75 initial Finder's Fee once the potential bus driver candidate successfully completes the application process, civil service qualifications, training requirements and passes the driver's test.

The referring Association member would receive an additional \$125 Finder's Fee if the bus driver candidate is hired by the District as a substitute bus driver or permanent bus driver and completes one (1) full year of service and a minimum of two hundred (200) hours driving.

#### **7.13 In-service Training**

Employees may be required to attend in-service training. Employees will be compensated for attendance at such training meetings in their next paycheck.

#### **7.14 Continuing Education Program**

All employees are encouraged to participate in relevant courses provided through the District's Continuing Education Program. The employee must receive prior approval from the Assistant Superintendent for Human Resources, if such courses are to be approved for compensation. Basis for approval will be determined from the appropriateness of the course as it relates to one's position in the school district. Such compensation, for approved courses shall be in the form of a tuition waiver paid by the District.

#### **7.15 Direct Deposit**

Employees may participate in the direct deposit program that the District has in place. Effective July 1, 2007, new employees will be required to have their paycheck directly deposited into a financial institution of their choice.

### **ARTICLE 8**

#### **INSURANCE AND RETIREMENT**

##### **8.1 Health Insurance**

8.1.1 The District shall contract for health insurance including major medical provisions and dental health provisions. The District will also provide employees the opportunity to join HMOs's as recommended by the District-wide Health Insurance Committee and approved by the Board of Education.

8.1.2 The District shall pay an amount equal to 80% of the "applicant" coverage cost, "applicant and spouse" coverage cost, and "family" coverage cost.

8.1.3 The District-wide Health Insurance Committee, a labor-management committee related to health insurance consisting of representatives appointed by the Superintendent and the President of the Association shall meet to review and evaluate District health insurance plans and benefits. Modifications to District health insurance plans and benefit levels shall require mutual agreement of the Health Insurance 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).

##### **8.2 Term Life Insurance**

Effective July 1, 2007, the District will provide a \$20,000 term life insurance policy for each employee working twenty (20) or more hours per week. Coverage shall be at the employee's option.

##### **8.3 Section 125 Plan (Cafeteria Plan)**

Employees will have the opportunity to participate in the Flexible Spending Plan (IRS Sec.125) for unreimbursed medical and dependent care expenses. The District shall pay the administrative cost for the Plan.

##### **8.4 Coverage for Injuries Sustained during Bomb Sweeps**

In the event that a custodial or maintenance employee who, while participating in an organized search for a bomb or other device placed with the intent to cause injury, damage or fear, is actually injured by such device, the District will guarantee that for no more than two (2) years, the employee will not suffer a reduction in pay during any period of recovery or disability. In addition, the District will maintain an accidental death and dismemberment insurance policy in the amount of \$200,000 to cover an Association member injured or killed while participating in a search.

## **8.5 New York State Employees' Retirement**

The District shall contract with the New York State Employee Retirement System (NYSERS) for the noncontributory "20 Year Career" plan (Section 751) and the application of 165 days unused sick leave as additional service credit upon retirement (Sections 41J and 341J). The District will contract for the maximum death benefit plan (Section 60b and 360b).

## **8.6 Eligibility**

Retirement and Social Security benefits shall be available to all employees. Health insurance shall be available for those working twenty (20) hours or more per week.

## **8.7 Retirement Health Benefits**

8.7.1 All employees participating in District group health insurance plan during their last year of service, upon retirement may continue in the health insurance plan at their full cost.

8.7.2 At Retirement: Each member of the bargaining unit with no less than twelve (12) years of service in the District, and who retires at age 55 or the first eligible year the employee may retire in the New York State Employee Retirement System (NYSERS), whichever occurs first, shall be eligible for the following health insurance benefit at the described level so long as the member was a direct participant in the plan during their last year of service:

For the member having accumulated no less than 100 days of sick leave at retirement, the District will pay 80% individual, two-person or family coverage of the health insurance premium.

To be eligible for this benefit, written notification must be provided no later than July 1 to be effective on September 1, of that school year. Otherwise, to be eligible for this benefit, written notification must be provided no later than thirty (30) days prior to the effective date of retirement.

8.7.3 Retirement Incentive: Each member of the bargaining unit with no less than ten (10) years of service in the District, and who retires at age 55 or the first eligible year the employee may retire in the NYSERS, whichever occurs first, shall be eligible for the following health insurance benefit at the described levels so long as the member was a direct participant in the plan during their last year of service:

- a. For the member having accumulated no less than 190 days of sick leave as of June 30 of the last year of service, the District shall pay 55% for ten (10) years the prevailing individual, two-person or family coverage of the health insurance premium and the balance paid by the retired member.
- b. For an accumulation of no less than 150 days of sick leave the benefit shall be for three (3) years;
- c. For an accumulation of no less than 75 days of sick leave the benefit shall be for one (1) year.

To be eligible for this incentive, written notification must be provided no later than July 1 to be effective on September 1, of that school year. Otherwise, to be eligible for this incentive, written notification must be provided no later than thirty (30) days prior to the effective date of retirement.

8.7.4 The District may waive the accumulated sick leave requirement for employees who have experienced a documented catastrophic illness while covered under this Agreement. Catastrophic illness is defined as reasonable risk of loss of life such as heart attack, stroke, major cancer and the like. For purposes of this provision, sick leave day and years of service shall be defined as a day or year of service as determined by the individual employee's assigned workday or year. The District agrees to review employee records and convert sick leave for purposes of this provision.

## **8.8 Payment for Unused Sick Leave Days**

Upon retirement from the District, each member of this association will be paid \$50 per day for sick leave days over one hundred (100) days up to a maximum of sixty-five (65) days.



## ARTICLE 9

### HOLIDAYS, VACATIONS, ABSENCES, LEAVES

#### 9.1 Holidays

- 9.1.1 Employees will be eligible for holiday pay after employment for thirty (30) calendar days. Subsequently, employees will be eligible for pay for all approved holidays which fall within their regular work year. This includes eleven (11) holidays for ten-month employees and twelve (12) holidays for twelve-month employees designated as follows:
- a. Veteran's Day
  - b. Thanksgiving Day
  - c. Christmas Day
  - d. New Year's Day
  - e. Martin Luther King Day
  - f. Memorial Day
  - g. Other days to be designated by the Superintendent: Five (5) days for ten-month employees and six (6) days for twelve-month employees.
- 9.1.2 Holiday Pay: Employees who are required to work will receive double-time on the following holidays: Thanksgiving Day, Christmas Day and New Year's Day.
- 9.1.3 Superintendent's Contingent School Recess Day: So long as the Superintendent's contingent school recess day remains part of the official school calendar, Association members who ordinarily would not work and not be paid for that day, will receive their base/block hours on that day. Any Association member who is required to work that day will receive time and one-half (1½) for the work actually performed, and the time remaining to their base/block at the regular hourly rate.
- 9.1.4 Holiday Pay Eligibility: To qualify for holiday pay, the employee must work the last day preceding the holiday and the first day following the holiday, unless prevented by sickness (certified by the employee's physician), or on an approved vacation day, an approved personal business leave day or bereavement leave day. The District reserves the right to require certification of illness by a licensed physician of its own choosing. Any cost will be paid by the District. Employees using a personal business day before/after a holiday, which has not been approved by the Superintendent or his/her designee will not receive pay for the holiday.

#### 9.2 Vacation

##### 9.2.1 Vacation

At the end of the first full year or partial year of employment, twelve-month employees shall be granted paid vacation time equal to five-sixths (5/6) of a day for each month worked during the fiscal year (July 1-June 30). Bus drivers/bus attendants are ineligible for vacation unless their annual assignment is given for 240 or 260 days.

##### 9.2.2 New Employees:

Employees hired on or after July 1, 2007 shall receive the following vacation leave:

<u>Years of Service</u>	<u>Days of Vacation</u>
At the end of 1- 9 years of service	10 days of vacation
At the end of 10-14 years of service	15 days of vacation
At the end of 15-19 years of service	18 days of vacation
At the end of 20 years or more of service	20 days of vacation

##### 9.2.3 Other Employees:

Employees hired prior to July 1, 2007 shall continue to receive the following vacation leave:

<u>Years of Service</u>	<u>Days of Vacation</u>
At the end of 1-4 years of service	10 days
At the end of 5 years of service	11 days
At the end of 6 years of service	12 days
At the end of 7 years of service	13 days

At the end of 8 years of service	14 days
At the end of 9 years of service	15 days
At the end of 10-11 years of service	16 days
At the end of 12 years of service	17 days
At the end of 13 years of service	18 days
At the end of 14 years of service	19 days
At the end of 15 years of service	20 days
At the end of 20 years of service	22 days

- 9.2.4 All vacation day requests must be submitted to the supervisor two (2) weeks in advance of days being requested. Employees not using all their vacation days by June 30 each year are permitted to carry over a maximum of five (5) days for one year. Unused vacation days cannot be accumulated beyond that point.
- 9.2.5 If an employee resigns or employment terminates before June 30 in any employment year, he/she will refund to the District any paid vacation on a prorated basis that he/she may have received in excess of the number of days to which he/she is entitled.
- 9.2.6 Upon separation from employment, employees shall be paid for accrued and unused vacation days at their then current rate of pay.

### **9.3 School Closings**

When schools are closed because of inclement weather or emergency conditions, auto mechanics and the bus garage helper are to report for work, if it is at all possible, within one (1) hour after their normal shift starting time. Bus drivers, bus attendants, and food service workers are not required to report for work on days when the schools are closed. Ten-month bus drivers, bus attendants and food service workers will be compensated at their block/base pay rate respectively on those days.

### **9.4 Sick Leave**

- 9.4.1 Crediting: All permanent employees with one (1) year of service completed will be credited with sick leave at the beginning of each year, starting on July 1. All employees with less than one (1) year of service shall be credited at the rate of 1/20th hour for each hour of regular work performed.
- 9.4.2 If an employee resigns or leaves the service of the District, and if they have used more sick leave than accrued, he/she will be required to pay back on a prorated basis to the District such time.
- 9.4.3 Sick leave will be earned at the rate of eleven (11) workdays per year for ten-month employees, and fourteen (14) workdays per year for twelve-month employees, accumulative to two hundred twenty (220) days. Part-time employees will be entitled to sick leave equal to the number of working hours assigned to the position in a regular work day.
- 9.4.4 The District reserves the right to require certification of illness by a licensed physician of its own choosing, in which case, it will pay the cost of such certification. The District may request certification of illness only when an employee's absentee record indicates an irregular attendance pattern, such as, but not limited to more than three (3) consecutive days of absence, an extended weekend pattern or five (5) days of absence in any one month. Employees will be encouraged to bring in such certification on a voluntary basis.
- 9.4.5 Employees shall be notified, not later than October 1 of each year of the number of accumulated sick leave days credited as of the previous July 1.

### **9.5 Personal Business Leave**

- 9.5.1 Crediting: All permanent employees with one (1) year of service completed shall be credited with personal leave at the beginning of each year, starting on July 1.
- 9.5.2 Five (5) days personal business leave of which a maximum of three (3) days may be used for Type C leave.

### 9.5.3 Types of Leave include:

- a. Witness or party in court.
- b. Serious illness in immediate family defined as living in the immediate household. Extended personal leave for serious illness in the family will be granted from the employee's sick leave accumulation.
- c. Necessary personal business defined as conducting those important business affairs which can be conducted only during the employee's regular work shift.

Illustrative examples of bona fide reasons for the use of personal business leave under Type C of this section include consultation with a lawyer; financial business such as closing on a house, but not routine banking transactions which may be scheduled at another time; legal appearances not connected with the individual's employment; pre-scheduled medical appointments, i.e. doctor, dental, psychologist, etc., and circumstances beyond the control of the employee. Personal leave may be used for ethnic or religious observance of national significance with the prior written approval of the Superintendent or designee.

Illustrative examples of reasons for which personal business leave under Type C cannot be used include, but are not limited to, recreation, shopping, illness, attendance at conferences or meetings or accompanying a spouse attending conferences or meetings, employment by or consulting for another employer, and seeking other employment.

- 9.5.4 A personal leave day shall not be granted for the day preceding or the day following holidays or school recesses except at the discretion of the Superintendent or designee, and in which case, the reason for the requested leave must be specified in advance.
- 9.5.5 Employees are required to apply for all other personal business leave at least twenty-four (24) hours in advance of the commencement of same, to the Superintendent or designee. Only in extenuating circumstances and for approved reasons, will such leave be granted without such prior application.
- 9.5.6 Employees will not be required to provide an explanation for three (3) days of personal business leave provided that such a request is made at least five (5) calendar days prior to the commencement of such leave to the Superintendent or designee.
- 9.5.7 Unused personal business leave will be credited annually to accumulated sick leave days.

### 9.6 Bereavement Leave

- 9.6.1 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 members are defined as to include: spouse, sons or daughters, parents and brothers or sisters of both spouses. Other members of the family are defined as to include: grandparents of both spouses, nieces or nephews, aunts or uncles, foster parents, foster children and grandchildren.
- 9.6.2 In addition to bereavement leave as provided above, employees will be granted one (1) day leave per year, non-cumulative, for death of a close friend or relative outside of other members of the family.
- 9.6.3 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 work day.

### 9.7 Leave Due to Jury Duty or Military Duty

- 9.7.1 Jury Duty: Time required for jury duty will not be counted as personal business leave. When work is actually missed by the employee, the District will pay the difference between the pay for jury duty and the pay for a regular work day. Court certification of attendance for jury duty service is required for each day of absence.
- 9.7.2 Military Duty: A leave of absence shall be granted in accordance with Section 242 of the NYS Military Law to an employee who is a member of the NYS National Guard or Reserves. Military orders for each period of duty is required.

## **9.8 Leaves of Absence**

- 9.8.1 Effective July 1, 2007, a leave of absence without pay for a period up to one (1) year, with renewal not to exceed one (1) additional year, may be granted for parental leave upon recommendation of the Superintendent and approval by the Board of Education. A request for parental leave or renewal must be made in writing to the Superintendent at least two (2) months prior to the beginning of the leave. An employee shall not accrue seniority during such leave of absence without pay.
- 9.8.2 A leave of without pay for up to one (1) year may be granted for health reasons upon recommendation of the Superintendent and approval by the Board of Education. An employee may be granted a medical leave of absence without loss of position for a period not to exceed one (1) year for reasons of major personal illness upon receipt of a written request and a statement from an employee's physician stating such need. The District reserves the right to have the school physician review the medical records and/or consult with the employee's physician before granting such a leave. A written request for a medical leave of absence and medical documentation must be provided. Effective July 1, 2007, at the discretion of the District, an employee may accrue seniority during such a medical leave of absence without pay. The employee will notify the Superintendent in writing at least thirty (30) days prior to his/her return to work.
- 9.8.3 Employees granted a leave of absence shall be given the option of continuing membership in health insurance programs with full premium cost to be paid by the employee.

## **9.9 Notification of Absence**

Employees should provide notice of absence as much in advance of a work shift as possible, except in emergency circumstances. Association members must notify designated personnel with one (1) hour notice, but no less than one-half (1/2) hour of their inability to attend morning work shift; two (2) hour notice for afternoon or evening work shift. Employees who fail to provide the designated notice will not be eligible for sick leave or personal leave for that day.

## **9.10 Illegal Absence**

Employees absent from work without District approval for a period of ten (10) consecutive workdays will be considered for termination, upon recommendation of the Superintendent and approval by the Board of Education.

## **9.11 Attendance Incentive**

- 9.11.1 Any employees that have only used a combination of hours totaling the equivalent of two (2) or fewer days base or block hours of personal and/or sick leave time for the prior work year as of June 30, are eligible to receive an option of:
- (1) Payment of their daily rate (using the prior year daily rate of pay) times the number of unused personal leave days or;
  - (2) Crediting their unused personal leave days to their accumulated sick leave days.

Time for bereavement leave or jury duty will not be included in the above calculation.

For part-time employees, days will be equal to the number of working hours assigned to the position and crediting as hours per day to accumulated sick leave days.

For example, if an employee uses only one (1) personal leave day during the prior year, he/she will be eligible to be paid for the balance of four (4) days of personal leave days (at the prior year daily rate of pay) or have four (4) days credited to their accumulated sick leave days.

- 9.11.2 Association members who qualify for this attendance incentive will be notified annually. Employees who do not select an option by August 10, will have unused personal leave days credited to accumulated sick leave days.

## ARTICLE 10

### WORKING SCHEDULES AND CONDITIONS - GENERAL

#### 10.1 Work Day/Work Year/Summer Hours

##### 10.1.1 Work Day:

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday.

##### 10.1.2 Work Year:

The work year for twelve (12) month employees begins on July 1 and ends of June 30. The work year for ten (10) month employees, other than food service employees, begins on September 1 and ends on June 30, except when the school year or the Labor Day holiday requires otherwise.

The work year for food service employees shall consist of 185 work days to be determined annually by the District. The work days may vary at each building based on the student attendance days, and variations in conference days, Regents testing and other District events.

The work year for transportation employees also requires attendance at the annual bid meeting and two (2) safety refresher meetings (of two (2) hours in length), mandatory training, and mandatory dry runs (of not more than two (2) hours in length) no matter when they occur. The work year for all other employees requires attendance at any mandatory training no matter when they occur.

##### 10.1.3 Summer Hours :

Summer hours for twelve (12) month employees will be determined by the supervisor at the discretion of the District.

Summer hours for ten (10) month employees begins on July 1 and ends on August 31, except when the school year or the Labor Day holiday requires otherwise.

##### 10.1.4 Additional work days:

Up to six (6) work days with pay may be added to the work year of all members of the Association who work less than twelve (12) months.

#### 10.2 Work Shift for Employees

10.2.1 Eight (8) consecutive hours of work for all employees (except food service employees) shall constitute a work shift. All employees shall be scheduled to work on a regular or part-time work shift for pay purposes, and each work shift shall have a regular starting and quitting time. A scheduled mid-shift lunchtime of one half (1/2) hour is not included in either the regular or part-time work shift for pay purposes, except as noted below for auto mechanics/bus garage helper. Employees will not be required to stay on the grounds during the lunch period. Travel time for the purpose of traveling to a location for lunch shall be included as part of the lunch time.

Auto mechanics and bus garage helper employees will be scheduled for one-half (1/2) hour lunch time between the third and sixth hour from the start of an eight-hour shift. If required to work continuously during this three-hour period, there shall be no deduction for lunch period.

10.2.2 During the work shift, full-time employees shall be entitled to two (2) 15-minute paid breaks, for example, a morning break and an afternoon break. Part-time employees, except bus drivers/bus attendants who work six (6) consecutive hours or less shall be entitled to one (1) 15-minute paid break. Employees, including maintenance mechanics, may not forgo one break and add that time to the other break or to the lunch period.

10.2.3 For maintenance mechanics the two (2) 15-minute paid breaks may be taken at the discretion of the mechanic based on work necessities. The first break shall be completed no later than 2 hours and 45 minutes from the shift start time, and the second break no later than 6 hours and 45 minutes from the shift start time. Travel time for the purpose of traveling to a location for a break and/or lunch shall be included as part of the break or lunch time. Travel time incidental to and necessary for traveling to a specific job site or for obtaining materials or equipment for a specific job shall not be included as break time.

10.2.4 For auto mechanics, shift hours (starting and ending) and number of auto mechanics per shift will be posted at least two (2) weeks prior to August 31<sup>st</sup> of each school year. Auto mechanics will bid on the posted shifts based on seniority. A specific shift may be posted for bidding which has shift hours which are different throughout the year. An example would be a shift which is posted September 1 through June 30 (9:30 a.m. to 6:00 p.m.; 6:00 a.m. to 2:30 p.m.) and July 1 through August 31 (7:00 a.m. - 3:30 p.m.). It is understood that after shift hours have been posted and bid, they may be modified for recess and summer (July 1 through August 30) only upon mutual agreement between the affected auto mechanics and the bus maintenance supervisor.

### **10.3 Distribution of Extra Work**

10.3.1 Extra Work is any additional work assigned beyond the contractual work day. Extra work for all employees shall be assigned by seniority within job title.

10.3.2 The District shall distribute extra work equitably to all employees using a rotating list for each title within each building. Rotating lists will start based on seniority. At the end of the first round of the list, all subsequent extra work shall be offered on the basis of seniority and to the employee with the least amount of extra work hours up to that point, i.e. if more than one employee has the same amount of extra time logged in, the employee with the most seniority should be offered extra work, first.

10.3.3 Refusal to accept or perform extra work on the part of the employee when his/her turn comes on the rotating list, constitutes a turn. If an employee misses his/her turn due to an administrative error, he/she will be given the next equal turn.

10.3.4 Seven (7) refusals of an extra work assignment within each title shall result in removal from extra work list for the remainder of that school year.

### **10.4 Seniority/Bidding**

10.4.1 Seniority shall be utilized in determining choice of bus runs, vacation preference, promotions and/or overtime. The Association President will receive a standing copy and seniority list of all Association employees.

10.4.2 Each year the District will assign buses to the established bus routes. The District will post all routes for bidding. Bus drivers and bus attendants will select their routes through a seniority bid system.

10.4.3 Overtime requiring an auto mechanic or bus garage helper to complete a started job shall not be rotated. Such overtime shall not be subject to the rotating seniority overtime list.

### **10.5 Transportation Provided by Bus Drivers**

Public school transportation of Guilderland students which is performed by District owned vehicles under the jurisdiction of the Guilderland transportation department such as to and from school, field trips, and athletic events, but not limited to these, (with the exception of occasional activities, such as small groups participating in charitable or seasonal community events) will be performed by members of the District transportation employees driving staff, unless an emergency exists.

### **10.6 Physical Examinations and Drug and Alcohol Testing**

10.6.1 A physical examination for transportation employees and others in safety-sensitive positions is required annually. If a bus driver, bus attendant, mechanic or other transportation employee in good faith had his/her annual 19-A physical on or before the due date of the physical, and was deemed to be physically disqualified to drive under the regulations, the employee may use accrued sick leave up to five (5) working days to get back in compliance. If the disqualification is deemed permanent, then no accrued sick days may be used for this purpose.

10.6.2 All employees who perform in safety-sensitive positions such as bus drivers, bus attendants, auto mechanics, maintenance mechanics and others who operate a commercial motor vehicle, and are required to hold a commercial driver's license, shall be subject to drug and alcohol testing which conforms with the requirements of the Omnibus Transportation Employee Testing Act of 1991. Such employees are subject to any related State and Federal laws and regulations and Board of Education Policy 8414.5.

Controlled substance and alcohol testing for all employees will be conducted at the time of employment and randomly throughout the school year, but shall be required at least once every three (3) years. The cost of the examination and testing will be paid by the District.

Members of the Association acknowledge that the District has zero-tolerance for illegal drug use and such use will result in automatic termination. Illegal drug use by employees in safety-sensitive positions is prohibited on and off duty. Any employee who has tested positive for a controlled substance, alcohol or has refused to take a test in this area, will be immediately removed from driving and any other safety-sensitive duties.

If an employee fails an examination for alcohol testing, violates District policy, regulation or the law, he/she will immediately be placed on a medical leave of absence and referred to EAP to successfully participate in a substance abuse evaluation and, if recommended, a substance abuse treatment program. The employee may be subject to discipline up to and including termination. During such absence, the employee will be able to use any and all accrued leave such as sick leave, vacation and/or personal leave.

**10.7 Seasonal Positions**

Seasonal positions will be posted internally for five (5) working days with job information in all District building sites as soon as possible prior to the end of the school year for summer positions. Other seasonal positions will be posted internally for five (5) working days as the need for positions are determined. The Association President or designee will be notified of seasonal work opportunities prior to District and community distribution of such information.

Ten-month employees working in temporary seasonal positions during the summer and/or vacation periods of the school year will be compensated at the employees' 10-month rate of pay if the employment is in the same title as their 10-month position. If not in the same title, the District established rate will apply. Seniority will not be the sole factor in determining who will fill seasonal positions. Satisfactory Performance Evaluations, including attendance, may be a consideration.

**10.8 District Vehicles, Equipment and Materials**

Any District vehicles will be used solely for performing District duties. District vehicles are not permitted to be taken home, without written permission of the appropriate supervisor, and must remain on District property at the end of the work shift. Employees are prohibited from taking home District materials, tools and/or equipment.

**10.9 Evaluation**

10.9.1 Employees in each department could be evaluated by the appropriate District supervisor(s) as noted below:

<b>Supervisors</b>	<b>Employees by Job Title</b>
Superintendent of Buildings and Grounds and/or District Health and Safety Coordinator and/or Night Custodial Supervisor(s)	Custodian, Custodial Worker, Messenger, Groundskeeper and Maintenance Mechanic
Supervisor of Transportation and/or Assistant Supervisor of Transportation and/or Bus Maintenance Supervisor	Bus Driver/Permanent Substitute Bus Driver, Bus Attendant/Permanent Substitute Bus Attendant, Auto Mechanic and Bus Garage Helper
School Lunch Director	Food Service Worker and Cook

10.9.2 New employees shall be evaluated at least once during the first year of employment with the District, and all other employees shall be evaluated at least once every three (3) years based upon the job requirements and

expectations for the position to which the employee is assigned. Each employee shall be given a copy of his/her job description and the duties and responsibilities of his/her position on which the evaluation will be based prior to the time any evaluation is performed.

- 10.9.3 Such evaluation shall be based upon the time period since the last evaluation and will specifically indicate the time period on which the evaluation is based.
- 10.9.4 Evaluations under this article will be performed in accordance with the Support Staff Evaluation Form in Appendix C.
- 10.9.5 Evaluations will be performed by an employee's non-unit supervisor(s). Immediate supervisors in the negotiating unit may be required to provide input into the evaluation but will not be responsible for evaluating other members of the bargaining unit.
- 10.9.6 An *Outstanding* rating must contain specific supporting comments.  
  
A *Needs Improvement* or *Unsatisfactory* rating must contain specific supporting comments.  
  
A *Needs Improvement* or *Unsatisfactory* rating must include an attached plan for improvement. A follow-up review must be conducted within two (2) months of a *Needs Improvement* or *Unsatisfactory* evaluation.  
  
An *Unsatisfactory* rating will require the review and signed authorization of a District administrator before being given to an employee.
- 10.9.7 The supervisor performing an evaluation will meet with each employee and discuss the employee's evaluation with the him/her prior to its placement in the employee's personnel file. The supervisor performing an evaluation will sign and date the form, as will a District administrator in the case of an *Unsatisfactory* evaluation. The employee will 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 or imply that the employee agrees with the content. This form must be signed and returned within five (5) work days.
- 10.9.8 The employee shall have the right to respond, orally and/or in writing, to any evaluation. Any such written comments will be attached to the evaluation and placed in his/her personnel file.

## **ARTICLE 11**

### **WORKING CONDITIONS - BUS DRIVERS/BUS ATTENDANTS**

#### **11.1 Guaranteed Work Year - Bus Drivers/Bus Attendants**

- 11.1.1 Base Hours shall be defined as actual driving time for each assigned bus route. If any bus route's (except special needs, parochial, private and other runs) base hours are changed by more than one-half (1/2) hour during the school year without a seniority selection process, then this assignment will be reviewed by the Supervisor of Transportation and driver's representatives. The purpose of the review will be to determine the appropriateness of the assignment.
- 11.1.2 A route includes the transportation of students to and from school, and will also include additional duties such as: Regents runs, bus evacuations, annual go-home early drill, late bus runs and early student dismissal days.
- 11.1.3 Block Hours shall be defined as a unit of guaranteed compensation for a minimum number of hours for assigned base hour routes as follows:
  - a. Base hour routes from 4 hours to 6 hours will be compensated for 6 block hours;
  - b. Base hour routes from 6.25 hours to 7 hours will be compensated for 7 block hours;
  - c. Base hours routes from 7.25 hours to 8 hours will be compensated for 8 block hours.

To qualify for block hours guaranteed compensation, a bus driver or bus attendant must be available for additional work during the time period. Bus drivers and bus attendants may be requested to perform tasks that are consistent with the existing job descriptions.



- 11.1.4 The District will guarantee the block work year as defined on the Notice of Salary for the school bus drivers and bus attendants. It is understood that the block hours are subject to modification as a result of the need to adjust individual routes or work schedules. Individual blocks will not be subject to modification as a result of canceled or shortened student days for the purpose of professional staff development, conference days or parent conferences or seasonal cancellation of sports runs. This provision for block hours guarantee includes the obligation on the part of affected staff to be available for work associated with their job title and/or staff training programs. It is further understood that staff training may be scheduled at times during the day different from an individual's work shift.
- 11.1.5 This article shall further be clarified to mean that the guarantee is for block hours and not start or end times for employees covered by this article. It is understood that, unless excused by their immediate supervisor or designee, all employees are expected to be available for work when start and end times are modified due to emergencies or modified school days. Modified school days shall be defined as days when school schedules are changed for educational, professional, parental or mandated purposes. Employees who are excused on such days may use appropriate personal or sick leave accruals. The District agrees to notify employees at least ten (10) days in advance of the modification of school days if possible.
- 11.1.6 On days of early dismissal, but not limited to, such as, Regents runs, bus evacuations, annual go-home early drill, late bus runs and early student dismissal days, excepting emergencies and weather, drivers will receive their block hours plus additional driving time for early dismissal. If part of normal block hours are canceled, drivers will be paid for block hours provided they are available for work.
- 11.1.7 Bus drivers will be paid for actual driving time for kindergarten or late runs not included in the block with the computation of time for such runs subject to the usual and customary determining factors. However, the parties agree that if elementary, middle and/or high school late runs are performed at all, the District will maintain payment for late runs at not less than four (4) days per week. Late runs shall not be deemed to include player practice runs.
- 11.1.8 Bus drivers and bus attendants working on non-district routes, for example to private schools or BOCES programs, are expected to work when those schools are not in session or request the use of personal leave as appropriate.

**11.2 Transportation Punch and Go Policy**

If and when a bus driver or bus attendant conclude their route before the designated block time, the bus driver or bus attendant may be able to punch and go. He/she must report to the dispatcher assigned at that time to see if there is any additional work. The bus driver or attendant must actually speak with the dispatcher and sign off on the dispatcher's sheet, if more than 15 minutes remain in the employee's block time. If there is not additional work for the bus driver or bus attendant, the dispatcher will give the bus driver or bus attendant permission to punch and go.

If the dispatcher needs the bus driver or bus attendant to do extra work, he/she must accept the assignment in order to get paid for the block. If the bus driver or bus attendant refuses to work within their block, he/she must:

Punch out immediately and get paid only for the time on the clock.

OR

Remain at the transportation building until the end of their block time. During this time, the bus driver or bus attendant will be required to perform extra duties (within the bus driver's or bus attendant's job classification) assigned by the dispatcher on duty. (Eg. Clean or wash interior of buses, etc.)

**11.3 Distribution of Extra Work for Bus Drivers/Bus Attendants**

- 11.3.1 Extra Work is any additional work assigned beyond the contractual work day. Extra work shall be assigned by seniority for bus drivers/bus attendants.
- 11.3.2 The District shall distribute extra work equitably using a rotating list for bus drivers/bus attendants. Rotating lists will start based on seniority. At the end of the first round of the list, all subsequent extra work shall be offered on the basis of seniority and to the bus drivers/bus attendant with the least amount of extra work hours

up to that point, i.e. if more than one bus driver/bus attendant has the same amount of extra time logged in, the bus driver/bus attendant with the most seniority should be offered extra work, first.

- 11.3.3 The District will provide a daily posting for extra work in the transportation department under this agreement. The extra work will be posted and designed for the equalization of extra hours for all bus drivers/bus attendants that sign up for extra work as outlined in Appendix D.
- 11.3.4 Refusal to accept or perform extra work on the part of the bus driver/bus attendant when his/her turn comes on the rotating list, constitutes a turn. If a bus driver/bus attendant misses his/her turn due to an administrative error, he/she will be given the next equal turn.
- 11.3.5 Seven (7) refusals of an extra work assignment shall result in removal from extra work list for the remainder of that school year.
- 11.3.6 Short Notice List for Transportation Employees: The Short Notice List is defined as notice of a trip provided within twenty-four (24) hours or less to departure time. If a bus driver/bus attendant cannot accept such a trip, it will not be counted as a refusal of an extra work assignment. If the dispatcher asks five (5) different bus drivers and/or bus attendants and all refuse the trip, it may be assigned to a substitute bus driver and/or substitute bus attendant. If a bus driver or bus attendant accepts the extra work assignment, he/she will be credited with the hours.

#### **11.4 Payment of Extra Work for Bus Drivers/Bus Attendants**

- 11.4.1 Extra Work is work hours outside of block hours. Bus drivers and/or bus attendants will be paid for extra work outside the block hours as described below.
- 11.4.2 Bus drivers and/or bus attendants shall be paid from the time they punch-in/pre-trip to post-trip/punch-out, unless the extra work extends beyond twenty-four (24) hours and the bus stays with the students.
- 11.4.3 If the extra work extends beyond twenty-four (24) hours, bus drivers and/or bus attendants shall be paid from the time they punch-in/pre-trip until they have taken students to lodging for the last time that day. Their pay will begin again from punch-in/pre-trip at lodging until post-trip/punch-out.
- 11.4.4 Breakfast meal allowance will be allowed for overnight or weekend trips only. Bus drivers and/or bus attendants assigned extra work of eight (8) consecutive hours or more or past 8:00 PM in a work day by combining block hours and extra work hours will receive a meal allowance in accordance with the District Meal Policy # 6830-R. Any overnight or weekend trip requiring lodging and/or meals for the bus drivers and/or bus attendants shall be reimbursed upon completion of the assignment. Bus drivers and/or bus attendants must submit a District claim form, including original receipts or documentation of the expenditure to their supervisor in order to receive reimbursement. Reimbursement will be made within fourteen (14) business days.

#### **11.5 Permanent Substitute Bus Drivers**

- 11.5.1 At the sole discretion of the District, a minimum of two (2) permanent substitute bus driver positions will be posted, bid on, and filled based on seniority. Additional permanent substitute bus driver positions will be made available as determined by the District and except as stipulated below, all the provisions of this Agreement shall be applicable to permanent substitute bus drivers currently employed by the District.
- 11.5.2 The duties and responsibilities of the permanent substitute bus drivers shall be as follows:

As assigned, drive the AM and/or PM route of regular bus drivers who are absent, receiving that bus driver's AM and/or PM block hours.

On days that assigned Guilderland School District routes can be covered by regular and non-permanent substitute drivers, on a rotating basis, permanent substitute bus drivers will drive sport and field trips that originate during the hours of 6:00 a.m.- 9:00 a.m. and 1:30 p.m.- 4:30 p.m. prior to assignment of such trips to non-permanent substitute drivers.

It is understood that a permanent substitute bus driver may decline the sport or field trip when their name appears in the rotation; however, declining three (3) consecutive times will result in their name being removed from the rotation for a period of thirty (30) days.

At all times when a permanent substitute bus driver is on the clock, but not driving, he/she will perform work as assigned by the Supervisor of Transportation or designee. Such work shall include, but not be limited to bus washing and interior cleaning, window washing, sweeping, and other general cleaning as assigned. Refusal or failure to perform such tasks will result in a modification of the employee's schedule so that they will only sign in prior to the established beginning of driving time.

- 11.5.3 The base hours of permanent substitute bus drivers will be no less than four and one-half (4.5) hours per day. Shift and times will be determined by the District.

## **11.6 Bus Attendants**

- 11.6.1 For the purpose of leave and holidays, bus attendants will be subject to the same terms as bus drivers.
- 11.6.2 If a new route becomes open, those bus attendants already employed by the District will have the right to bid on such route provided they meet the qualifications for the route as determined by the posting and/or IEP of the student(s) to whom they would be assigned.
- 11.6.3 When an established route has been bid and awarded and the special needs student(s) regularly assigned to the bus is (are) absent, the bus attendant will continue to render service at their regular rate of pay for up to five (5) consecutive days. The District will assign the affected bus attendant to other runs on any days that the special needs student(s) is (are) absent. After five (5) consecutive days, the District will determine whether to continue the assignment of the bus attendant or whether it is necessary to implement a layoff. If the District determines the need to use layoff and the affected employee is not the least senior bus attendant, he/she shall have the right to bump the least senior bus attendant on a route in which he/she meets the minimum qualifications as determined by the IEP of the student(s) on the route.
- 11.6.4 Bus attendants in training will be provided five (5) full days of paid training at five (5) hours per day. Additional time may be provided as needed for other training. Trainees' pay during this period will be at Step 1 of their pay scale.
- 11.6.5 All bus attendants will be CPR trained. The State mandated ten (10) hour course will be completed within the first year as required.
- 11.6.6 If a bus attendant is required per IEP, a bus attendant shall have the same driving hours as the bus driver assigned to that route. Bus attendants are required to safety check all handicap equipment (car seats, harnesses) prior to and at the conclusion of every run. Bus attendants are also responsible for assisting the bus driver in keeping the interior of the bus clean.
- 11.6.7 At the sole discretion of the District, one (1) permanent six -hour substitute bus attendant position will be established to substitute for bus attendants who are absent.

## **11.7 Terms and Conditions - Bus Drivers/Bus Attendants**

Any and all provisions of the Agreement which do not expressly exclude bus drivers/bus attendants or which are not expressly limited to another category of employee shall be deemed to include bus drivers/bus attendants.

## ARTICLE 12

### WORKING CONDITIONS - FOOD SERVICE EMPLOYEES

#### 12.1 Working Conditions - Food Service Workers

The District reserves the right to have a physical examination for all cooks and food service workers. Such examination will be performed at District expense.

#### 12.2 Work Year/Work Days/Work Shift - Food Service Workers

- 12.2.1 The work year for food service employees shall consist of 185 work days to be determined annually by the District. The work days may vary at each building based on the student attendance days, and variations in conference days, Regents testing and other district events.
- 12.2.2 The District will guarantee the base hours as defined on the Notice of Salary for food service employees. It is understood that the base is subject to modification as a result of the need to adjust individual work schedules. Individual base will not be subject to modification as a result of canceled or shortened student days for the purpose of professional staff development, conference days or parent conferences. This provision includes the obligation on the part of food service staff to be available for work associated with their job classification and/or staff training programs. It is further understood that staff training may be scheduled at times during the day different from an individual's work shift.
- 12.2.3 Up to six (6) work days with pay may be added to the work year of all members of the Association who work less than twelve (12) months.
- 12.2.4 Six (6) consecutive hours of work for all Food Service employees shall constitute a work shift. Lunch time is not included in the work shift for pay purposes. Any food service worker who works four(4) or more consecutive hours shall be entitled to one paid 15 minute break. The break will be scheduled by the District so as not to interfere with the orderly operation of the cafeteria. All employees shall be scheduled a work shift for pay purposes, and each work shift shall have a regular starting and quitting time.

#### 12.3 Reduction in Hours - Food Service Workers

Food Service employees who obtain a four (4) hour position will not be reduced below four (4) hours. When a four (4) hour position becomes vacant, the District will have the right to review the position and fill it with less than four (4) hours. The four-hour guarantee does not include breakfast hours.

#### 12.4 Permanent Substitute Food Service Workers

The District has the discretion to hire one (1) permanent three-hour substitute food service worker to fill in as needed in the district. When such employee is not filling in for other absent workers, he/she may be assigned at the District's discretion.

#### 12.5 Terms and Conditions - Food Service Workers

Any and all provisions of the Agreement which do not expressly exclude food service employees or which are not expressly limited to another category of employee shall be deemed to include food service employees.

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

**13.1 Preamble**

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, or reprisal.

**13.2 Definitions**

13.2.1 Employee shall mean any person covered by this agreement.

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

13.2.3 Association or Union shall mean the Guilderland Central School District Employees Association, Inc.

13.2.4 Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement.

13.2.5 Department head shall mean the employee at the level of authority in the department wherein the grievance exists and who normally assigns and supervises the employee's work at the District level.

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

13.2.7 Permanent employee shall mean an employee who has satisfactorily completed his/her probationary period.

13.2.8 Temporary employee shall mean a non-permanent or probationary employee.

**13.3 Rights of the Parties**

13.3.1 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 Association members who have been employed by the District for at least a year and who are not otherwise entitled to rights Section 75 of the Civil Service law may appeal such decision to steps three and four of the procedure.

**13.3.2 Rights of Grievant**

- a. The Grievant may select any elected Association 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.
- b. The Grievant shall have access to all written statements, records, and materials relating to the grievance. This excludes confidential personnel files of other employees.

**13.3.3 Rights of the Association**

- a. The Association shall receive a copy of any claim, including supporting materials of any decision rendered pursuant to this procedure.
- b. The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.
- c. 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 given reasonable notice of the time, date, place of the hearing, conference or meeting.
- d. The Association may file a grievance in its own name.

#### 13.3.4 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.

#### 13.4 **Presentation/Procedure**

##### Step One:

- a. An employee(s) who claims to have a grievance shall present their grievance to their department head in writing within twenty (20) days after of its occurrence or when the employee becomes aware of it.
- b. The department head shall meet with the parties to resolve the grievance within three (3) days. After the request for the meeting they shall render a decision in writing within three (3) 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) 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) days after receipt of the request for said hearing. The Assistant Superintendent for Human Resources shall render a decision in writing, within five days after the hearing, copies to the aggrieved and representative.

##### Step Three:

The aggrieved party if not satisfied with the decision at step two, may, within five (5) 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 step one and step two of this procedure. The requested hearing shall be held within ten (10) days after it is received and a decision shall be made within five (5) days thereafter, copies of the decision to the aggrieved party and representative.

The aggrieved party may select either step four or step five within ten (10) days if not satisfied with the decision at step three. Once the aggrieved party selects and processes the grievance through either step four or step five, they waive the right to select the other step.

##### Step Four:

- a. The Association has the sole right to appeal an unsatisfactory decision at step three to the Board of Education. The decision arrived at shall be final and binding upon both parties to the agreement.
- b. The Board of Education shall hold a hearing within twenty (20) days and shall render a decision within ten (10) days after the hearing has been concluded.
- c. The Board of Education shall have no power to add to, subtract from or change any of the provisions of this agreement, nor to render any decision which conflicts with a law, regulation, directive or ordinance.

##### Step Five:

- a. The Association has the sole right to appeal an unsatisfactory decision at step three that may be defined as an alleged violation of the application, meaning, or interpretation of this agreement to arbitration by written notice to the Public Employees' Relations Board. No grievances may be filed regarding dismissal of an employee.
- b. The parties shall be bound by the rules of the Public Employees' Relations Board.
- c. The decision of the arbitrator shall be final and binding upon the parties.

- d. The arbitrator's decision shall be in writing and will set forth the findings, reasons and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision regarding the dismissal of an employee or which is violative of the terms of this agreement, nor shall the arbitrator have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this agreement.
- e. The cost for the services of the arbitrator will be borne equally by the District and the Association.

### **13.5 Rules**

- 13.5.1 All grievances shall be presented in accordance with procedures outlined in Article 13.
- 13.5.2 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 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.
- 13.5.3 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.
- 13.5.4 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 wishes time to enter a grievance. They shall be granted a reasonable time to meet with an officer or representative of the Association for the purpose of entering such grievance.

## **ARTICLE 14**

### **TERMS OF AGREEMENT**

#### **14.1 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 understanding 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 specifically referred to in this agreement.

#### **14.2 Severability Clause**

- 14.2.1 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, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.
- 14.2.2 If a determination or decision is made as per 14.2.1 of this article, the original parties to this agreement shall convene for purposes of negotiating a satisfactory replacement for such article or part thereof.

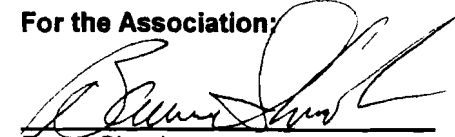
#### **14.3 Statutory Clause**

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

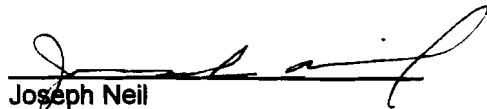
**14.4 Duration of Agreement**


This agreement shall take effect as of July 1, 2005 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 the parties mutually agree to amend or terminate the same.

**For the Association:**

  
\_\_\_\_\_  
Bruce Shank  
President

  
\_\_\_\_\_  
Michael Liegebt  
Vice President


  
\_\_\_\_\_  
Joseph Neil  
Treasurer

  
\_\_\_\_\_  
Sharon Osterhout  
Secretary

Date: May 15, 2007

**For the District:**

  
\_\_\_\_\_  
Neil T. Sanders  
Assistant Superintendent for Business

  
\_\_\_\_\_  
Susan P. Tangorre  
Assistant Superintendent for Human Resources

Date: May 15, 2007



**APPENDIX A**

**Guilderland Central School District Employees Association, Inc.**

**SALARIES 2005 - 2006**

<b>STEP</b>	<b>Cook</b>	<b>Food Service Worker Bus Attendant</b>	<b>Permanent Substitute Bus Attendant</b>	<b>Bus Driver</b>	<b>Bus Garage Helper Permanent Substitute Bus Driver</b>	<b>Custodial Worker Messenger</b>	<b>Custodian Auto Mechanic Maintenance Mechanic Groundskeeper</b>
<b>1</b>	10.17	9.50	9.00	13.71	12.26	11.26	13.91
<b>2</b>	10.35	9.64	9.14	13.95	12.44	11.42	14.15
<b>3</b>	10.83	9.93	9.43	14.58	12.72	11.96	14.79
<b>4</b>	11.32	10.21	9.71	15.24	13.00	12.49	15.46
<b>5</b>	11.80	10.48	9.98	15.91	13.29	13.02	16.14
<b>6</b>	12.30	10.76	10.26	16.56	13.56	13.56	16.80
<b>7</b>	12.79	11.05	10.55	17.22	13.83	14.08	17.47
<b>8</b>	13.32	11.34	10.84	17.94	14.11	14.64	18.19
<b>9</b>	14.03	11.71	11.21	18.74	14.53	15.67	19.01
<b>10</b>	15.25	12.75	12.25	20.09	15.34	16.97	20.41

An employee needs to be working in a position for a minimum of five (5) months in order to advance to the next step on July 1. Therefore, an employee hired before February 1<sup>st</sup> advances to the next step on July 1<sup>st</sup>; an employee hired on or after February 1<sup>st</sup> does not move a step in the following school year.

If hired before February 1<sup>st</sup>, the employee advances to the next step on July 1<sup>st</sup> of the next school year.

For example:

Date of Hire: Before February 1, 2006 - Hired on Step 1  
 On July 1, 2006 - Advances up to Step 2

If hired on or after February 1<sup>st</sup>, the employee stays on step until June 30<sup>th</sup> of the following school year.

For example:

Date of Hire: On or after February 1, 2006 - Hired on Step 1  
 On July 1, 2006 - Remain on Step 1  
 On July 1, 2007 - Advances up to Step 2

## APPENDIX A

### Guilderland Central School District Employees Association, Inc.

### SALARIES 2006 - 2007

STEP	Cook	Food Service Worker Bus Attendant	Permanent Substitute Bus Attendant	Bus Driver	Bus Garage Helper Permanent Substitute Bus Driver	Custodial Worker Messenger	Custodian Auto Mechanic Maintenance Mechanic Groundskeeper
<b>1</b>	10.33	9.65	9.14	13.93	12.46	11.44	14.13
<b>2</b>	10.52	9.79	9.29	14.17	12.64	11.60	14.38
<b>3</b>	11.00	10.09	9.58	14.81	12.92	12.15	15.03
<b>4</b>	11.50	10.37	9.87	15.48	13.21	12.69	15.71
<b>5</b>	11.99	10.65	10.14	16.16	13.50	13.23	16.40
<b>6</b>	12.50	10.93	10.42	16.82	13.78	13.78	17.07
<b>7</b>	12.99	11.23	10.72	17.50	14.05	14.31	17.75
<b>8</b>	13.53	11.52	11.01	18.23	14.34	14.87	18.48
<b>9</b>	14.25	11.90	11.39	19.04	14.76	15.92	19.31
<b>10</b>	15.49	12.95	12.45	20.41	15.59	17.24	20.74

An employee needs to be working in a position for a minimum of five (5) months in order to advance to the next step on July 1. Therefore, an employee hired before February 1<sup>st</sup> advances to the next step on July 1<sup>st</sup>; an employee hired on or after February 1<sup>st</sup> does not move a step in the following school year.

If hired before February 1<sup>st</sup>, the employee advances to the next step on July 1<sup>st</sup> of the next school year.

For example:

Date of Hire:	Before February 1, 2007	- Hired on Step 1
	On July 1, 2007	- Advances up to Step 2

If hired on or after February 1<sup>st</sup>, the employee stays on step until June 30<sup>th</sup> of the following school year.

For example:

Date of Hire:	On or after February 1, 2007	- Hired on Step 1
	On July 1, 2007	- Remain on Step 1
	On July 1, 2008	- Advances up to Step 2

**APPENDIX A**

**Guilderland Central School District Employees Association, Inc.**

**SALARIES 2007 - 2008**

<b>STEP</b>	<b>Cook</b>	<b>Food Service Worker Bus Attendant</b>	<b>Permanent Substitute Bus Attendant</b>	<b>Bus Driver</b>	<b>Bus Garage Helper Permanent Substitute Bus Driver</b>	<b>Custodial Worker Messenger</b>	<b>Custodian Auto Mechanic Maintenance Mechanic Groundskeeper</b>
<b>1</b>	10.73	10.03	9.50	14.47	12.95	11.89	14.68
<b>2</b>	10.93	10.17	9.65	14.72	13.13	12.05	14.94
<b>3</b>	11.43	10.48	9.95	15.39	13.42	12.62	15.62
<b>4</b>	11.95	10.77	10.25	16.08	13.73	13.18	16.32
<b>5</b>	12.46	11.07	10.54	16.79	14.03	13.75	17.04
<b>6</b>	12.99	11.36	10.83	17.48	14.32	14.32	17.74
<b>7</b>	13.50	11.67	11.14	18.18	14.60	14.87	18.44
<b>8</b>	14.06	11.97	11.44	18.94	14.90	15.45	19.20
<b>9</b>	14.81	12.36	11.83	19.78	15.34	16.54	20.06
<b>10</b>	16.09	13.46	12.94	21.21	16.20	17.91	21.55

An employee needs to be working in a position for a minimum of five (5) months in order to advance to the next step on July 1. Therefore, an employee hired before February 1<sup>st</sup> advances to the next step on July 1<sup>st</sup>; an employee hired on or after February 1<sup>st</sup> does not move a step in the following school year.

If hired before February 1<sup>st</sup>, the employee advances to the next step on July 1<sup>st</sup> of the next school year.

For example:

Date of Hire: Before February 1, 2008 - Hired on Step 1  
 On July 1, 2008 - Advances up to Step 2

If hired on or after February 1<sup>st</sup>, the employee stays on step until June 30<sup>th</sup> of the following school year.

For example:

Date of Hire: On or after February 1, 2008 - Hired on Step 1  
 On July 1, 2008 - Remain on Step 1  
 On July 1, 2009 - Advances up to Step 2

## APPENDIX A

### Guilderland Central School District Employees Association, Inc.

### SALARIES 2008 - 2009

STEP	Cook	Food Service Worker Bus Attendant	Permanent Substitute Bus Attendant	Bus Driver	Bus Garage Helper Permanent Substitute Bus Driver	Custodial Worker Messenger	Custodian Auto Mechanic Maintenance Mechanic Groundskeeper
<b>1</b>	11.15	10.42	9.87	15.03	13.46	12.35	15.25
<b>2</b>	11.36	10.57	10.03	15.29	13.64	12.52	15.52
<b>3</b>	11.88	10.89	10.34	15.99	13.94	13.11	16.23
<b>4</b>	12.42	11.19	10.65	16.71	14.27	13.69	16.96
<b>5</b>	12.95	11.50	10.95	17.44	14.58	14.29	17.70
<b>6</b>	13.50	11.80	11.25	18.16	14.88	14.88	18.43
<b>7</b>	14.03	12.13	11.57	18.89	15.17	15.45	19.16
<b>8</b>	14.61	12.44	11.89	19.68	15.48	16.05	19.95
<b>9</b>	15.39	12.84	12.29	20.55	15.94	17.19	20.84
<b>10</b>	16.72	13.98	13.44	22.04	16.83	18.61	22.39

An employee needs to be working in a position for a minimum of five (5) months in order to advance to the next step on July 1. Therefore, an employee hired before February 1<sup>st</sup> advances to the next step on July 1<sup>st</sup>; an employee hired on or after February 1<sup>st</sup> does not move a step in the following school year.

If hired before February 1<sup>st</sup>, the employee advances to the next step on July 1<sup>st</sup> of the next school year.

For example:

Date of Hire:	Before February 1, 2009	- Hired on Step 1
	On July 1, 2009	- Advances up to Step 2

If hired on or after February 1<sup>st</sup>, the employee stays on step until June 30<sup>th</sup> of the following school year.

For example:

Date of Hire:	On or after February 1, 2009	- Hired on Step 1
	On July 1, 2009	- Remain on Step 1
	On July 1, 2010	- Advances up to Step 2

**APPENDIX B**

**Guilderland Central School District Employees Association, Inc.**

**July 1, 2005 through June 30, 2009**

**DIFFERENTIALS**

**Elementary Schools                      Rates Per Hour**

Head Custodians Altamont	\$ .41
Guilderland, Lynnwood Pine Bush, Westmere	\$ .50

**Middle School/High School**

Head Custodian	\$ .81
Custodial Team Leader	\$ .50
Lead Auto Mechanic	\$ .53

**LONGEVITY**

**PRIOR TO July 1, 2007**

Step ONE	\$ .45 Rate Per Hour	Upon completion of ten (10) years of service <u>or</u> per Article 8 Step One eligibility clause from Article 8.1, Agreement dated July 1, 2002 - June 30, 2005
Step TWO	\$ .85 Rate Per Hour	Upon completion of twenty (20) years of service <u>or</u> per Article 8 Step Two eligibility clause from Article 8.1, Agreement dated July 1, 2002 - June 30, 2005

**EFFECTIVE July 1, 2007**

<b>Step/Years</b>	<b>Rates Per Hour</b>	<b>District Service</b>
Step 1 10 years	\$ .45	Upon completion of ten (10) years of continuous service
Step 2 15 years	\$ .65	Upon completion of fifteen (15) years of continuous service
Step 3 20 years	\$ .85	Upon completion of twenty (20) years of continuous service

## APPENDIX C

### Guilderland Central School District Employees Association, Inc.

#### Support Staff Evaluation Form and Procedures

#### Purposes for the Evaluation Process

The Support Staff Evaluation Form is designed to promote, maintain and encourage quality performance in accordance with the policies and priorities of the Guilderland Central School District.

This form is provided for the evaluation of all members of the Guilderland Central School District Employees Association, Inc. who work in the following departments: Transportation, Building and Grounds, and Food Service.

The evaluation process provides an opportunity for improvement and a structure for discussion between employees and supervisors. The evaluation process is intended to:

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

The Support Staff Evaluation Form provides the basis for retention, improvement, promotion and dismissal of personnel. It also serves to raise the overall quality of performance within each department.

#### Areas of Performance

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

- Work Habits** Employee's attendance, dependability and willingness to follow procedures.
- Job Knowledge** The adequacy of the employee's skills. Employee's understanding of normal job requirements. Employee's ability to learn new skills and efforts to keep skills current.
- Quality of Work** The employee's neatness, thoroughness, accuracy, initiative and care in completing work assignments.
- Quantity of Work** Employee's ability to meet work schedules and maintain output of work under normal conditions.
- Job Attitude** Employee's interest, enthusiasm, acceptance of responsibility, cooperation with supervisor and fellow employees, and ability to react appropriately to changing work conditions.

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

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

RATING SCALE	PERFORMANCE STANDARD	REQUIREMENT
<b>Outstanding*</b>	Consistently demonstrates exemplary skills, strong performance and initiative which far exceed all the requirements of the job, as well as behavior which serves as a role model for others.	The <i>Outstanding</i> rating must contain appropriate comments to support this rating.
<b>Exceeds Expectations</b>	Consistently demonstrates strong skills, performance and behaviors which often exceed all the requirements of the job.	
<b>Satisfactory</b>	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 also requires 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 requires the signature of a District administrator and follow-up evaluation which must be completed within two (2) months.

\* Evaluation Form must include appropriate comments to support this rating under Supporting Comments.

## APPENDIX C

### Support Staff Evaluation Form and Procedures Continued

#### Instructions and Procedures

- ▶ Supervisors will review each new employee's performance during the first year and all other employees will be evaluated 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, as follows:
  - ▶ Work Habits
  - ▶ Job Knowledge
  - ▶ Quality of Work
  - ▶ Quantity of Work
  - ▶ Job Attitude
- ▶ Evaluations will be performed by an employee's non-unit supervisor(s). Immediate supervisors in the negotiating unit may be required to provide input into the evaluation, but will not be responsible for evaluating other members of the negotiating unit.
- ▶ The employee will be rated using the 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.
- ▶ Supervisors will check the rating scale box that summarizes the employee's performance in each area of performance since the last appraisal or for new employees, since the date of hire.
- ▶ 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 are required for an *Outstanding*, *Needs Improvement* and *Unsatisfactory* ratings.
- ▶ In addition, a *Needs Improvement* or *Unsatisfactory* rating requires the completion of a Plan for Improvement.
- ▶ An *Unsatisfactory* rating in any area of performance also requires the signature of a District Administrator on the evaluation form, as well as a follow-up evaluation which must be completed within two (2) months.
- ▶ The supervisor 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 may be encouraged to attach written comments regarding their reaction to the rating and future goals in their present position.
- ▶ The employee will also sign and date the evaluation form indicating receipt of the evaluation which does not indicate or imply agreement with the content of the evaluation. This form must be returned within five (5) work days.
- ▶ The employee may submit written comments which will be attached to the Support Staff Evaluation Form and kept in his/her personnel file.

#### Modifications

Any modifications to the Support Staff Evaluation Form or procedures, will not be made without the mutual consent of the Guilderland Central School District Employee's Association, Inc. and the District.

## APPENDIX C

### GUILDERLAND CENTRAL SCHOOL DISTRICT **SUPPORT STAFF EVALUATION FORM** (Transportation, Building and Grounds, Food Service)

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_ School Year: 20\_\_ - 20\_\_

Evaluator: \_\_\_\_\_ Date of Last Review: \_\_\_\_\_ Date of Review: \_\_\_\_\_

Department:  Transportation  Building and Grounds  Food Service Building: \_\_\_\_\_

Position:  Part-Time  Full-Time  10 month  11 month  12 month  Summer Position

Employee Status:  Permanent  Probationary  Temporary  Extension of Probation Recommended

**NOTE:** If Probationary or Temporary, is this employee recommended for continued employment?  Yes  No

#### Rating Scale and Performance Standards

RATING SCALE	PERFORMANCE STANDARD	REQUIREMENTS
<b>Outstanding *</b>	Consistently demonstrates exemplary skills, strong performance and initiative which far exceed all the requirements of the job, as well as behavior which serves as a role model for others.	The <i>Outstanding</i> rating must contain appropriate comments to support this rating.
<b>Exceeds Expectations</b>	Consistently demonstrates strong skills, performance and behaviors which often exceed all the requirements of the job.	
<b>Satisfactory</b>	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 also requires 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 requires the signature of a District administrator and follow-up evaluation which must be completed within two (2) months.

\* Evaluation Form must include appropriate comments to support this rating under Supporting Comments.

#### Evaluation and Rating of Areas of Performance

Employee's attendance preceding 12 month period: \_\_ # Sick Leave Days \_\_ # Personal Leave Days with Pay  
 \_\_ # Days Tardy \_\_ # Personal Leave Days without Pay

<b>Work Habits:</b> Employee's attendance, dependability and willingness to follow procedures.				
<input type="checkbox"/> Outstanding*	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Needs Improvement*	<input type="checkbox"/> Unsatisfactory*

**Supporting Comments:**



**APPENDIX C**

GUILDERLAND CENTRAL SCHOOL DISTRICT  
**SUPPORT STAFF EVALUATION FORM**

Employee Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date of Review: \_\_\_\_\_

<b>Job Knowledge:</b> The adequacy of the employee's skills. Employee's understanding of normal job requirements. Employee's ability to learn new skills and efforts to keep skills current.				
<input type="checkbox"/> Outstanding *	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Needs Improvement*	<input type="checkbox"/> Unsatisfactory*

Supporting Comments:

<b>Quality of Work:</b> The employee's neatness, thoroughness, accuracy, initiative and care in completing work assignments.				
<input type="checkbox"/> Outstanding*	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Needs Improvement*	<input type="checkbox"/> Unsatisfactory*

Supporting Comments:

<b>Quantity of Work:</b> Employee's ability to meet work schedules and maintain output of work under normal conditions.				
<input type="checkbox"/> Outstanding*	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Needs Improvement*	<input type="checkbox"/> Unsatisfactory*

Supporting Comments:

**APPENDIX C**

GUILDERLAND CENTRAL SCHOOL DISTRICT  
**SUPPORT STAFF EVALUATION FORM**

Employee Name: \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date of Review: \_\_\_\_\_

<b>Job Attitude:</b> Employee's interest, enthusiasm, acceptance of responsibility, cooperation with supervisor and fellow employees, and ability to react appropriately to changing work conditions.				
<input type="checkbox"/> Outstanding*	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Needs Improvement*	<input type="checkbox"/> Unsatisfactory*

Supporting Comments:

GENERAL COMMENTS:

**EVALUATOR:** I have discussed all items reviewed on this form with the named employee. If any ratings have been marked *Needs Improvement* or *Unsatisfactory*, a Plan for Improvement is attached. If *Unsatisfactory*, the employee has been informed that a follow-up evaluation will be conducted within two months of this review.

**EMPLOYEE:** I have seen and reviewed the evaluation. All items covered have been discussed with me. I have been encouraged to attach comments regarding my reaction to ratings and future goals in this position. I realize that my signature indicates receipt of the evaluation, and does not indicate or imply that I agree with the content of the evaluation. Further, I understand that written comments may be submitted and attached to the Support Staff Evaluation Form and placed in my personnel file. This form must be signed and returned within five (5) work days.

_____ Employee's Signature	_____ Date	_____ Evaluator's Signature	_____ Date
		_____ District Administrator's Signature **	_____ Date

Written Comments attached

\*\* Required only for any *Unsatisfactory* ratings

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

**APPENDIX C**

GUILDERLAND CENTRAL SCHOOL DISTRICT  
**Support Staff Plan for Improvement**

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_ School Year: 20\_\_\_\_ - 20\_\_\_\_

Evaluator: \_\_\_\_\_ Date of Improvement Plan: \_\_\_\_\_

Department:  Transportation  Building and Grounds  Food Service Building: \_\_\_\_\_

Position:  Part-Time  Full-Time  10 month  11 month  12 month  Summer Position

Employee Status:  Permanent  Probationary  Temporary  
\_\_\_\_\_

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

Work Habit  Job Knowledge  Quality of Work  Quantity of Work  Job Attitude

**Plan for Improvement:**

This Plan for Improvement will be reviewed within sixty (60) days of the Date of Improvement Plan noted above.

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

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

## APPENDIX D

### TRANSPORTATION EXTRA WORK LIST & SHORT NOTICE LIST PROCEDURES FOR BUS DRIVERS AND BUS ATTENDANTS

The Extra Work List and Short Notice List are designed for the equalization of extra hours for ALL bus drivers and/or bus attendants who sign up for extra work.

This list is actually ONE list used in two different ways:

1. Trips assigned in advance - Extra Work List
2. Extra work assigned within 24 hours of event - Short Notice List

#### 1. EXTRA WORK LIST

At the beginning of the school year all bus drivers and/or bus attendants who have signed up for extra work begin with zero hours so the list will show all bus drivers and bus attendants in order of seniority.

When the field trips/sports trips are received in the office they are assigned weekly by dispatch for the following week (Sunday through Saturday). Trips are assigned keeping in mind:

- a. A bus driver's and/or bus attendant's position on the list
- b. If a bus driver and/or bus attendant does not have an upcoming trip assigned to him/her
- c. If a bus driver's and/or bus attendant's block hours can reasonably accommodate trip.

Every day the previous day's completed extra work hours are totaled and the list is then sorted top to bottom with the bus driver and/or bus attendant with the fewest hours on the top.

If the office receives trip requests for the following week after the trips were assigned, the trips are assigned to the next driver WITHOUT an assigned trip who is available and can accommodate the trip.

Refusals: Bus drivers and/or bus attendants will be charged the hours that the completed trip generated, not to include block time.

Trip Cancellations: The bus driver and/or bus attendant will not get charged and will remain on the list for the next available trip.

#### 2. SHORT NOTICE LIST

The "Short List" essentially means "short notice" list. This includes any field trip/sports trip, open 4:05, early dismissal, evacuation drill, etc, that needs to be covered 24 hours prior to the event.

Bus drivers and/or bus attendants are asked from the top of the list according to their availability regardless if they have an upcoming trip assigned to them.

Refusals: Drivers and/or attendants will NOT be charged the hours when short list work is refused.

#### HOURS FOR WHICH BUS DRIVERS/BUS ATTENDANTS CAN BE CHARGED INCLUDES:

Any work done outside of block hours not related to assigned route is to be charged.

**NOTE:** As a result of these changes in procedure, the District reserves the right to evaluate the effectiveness of the Extra Work Procedures in January 2008 and June 2008 with the President and three representatives from the Association.

