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#### **Contract Database Metadata Elements**

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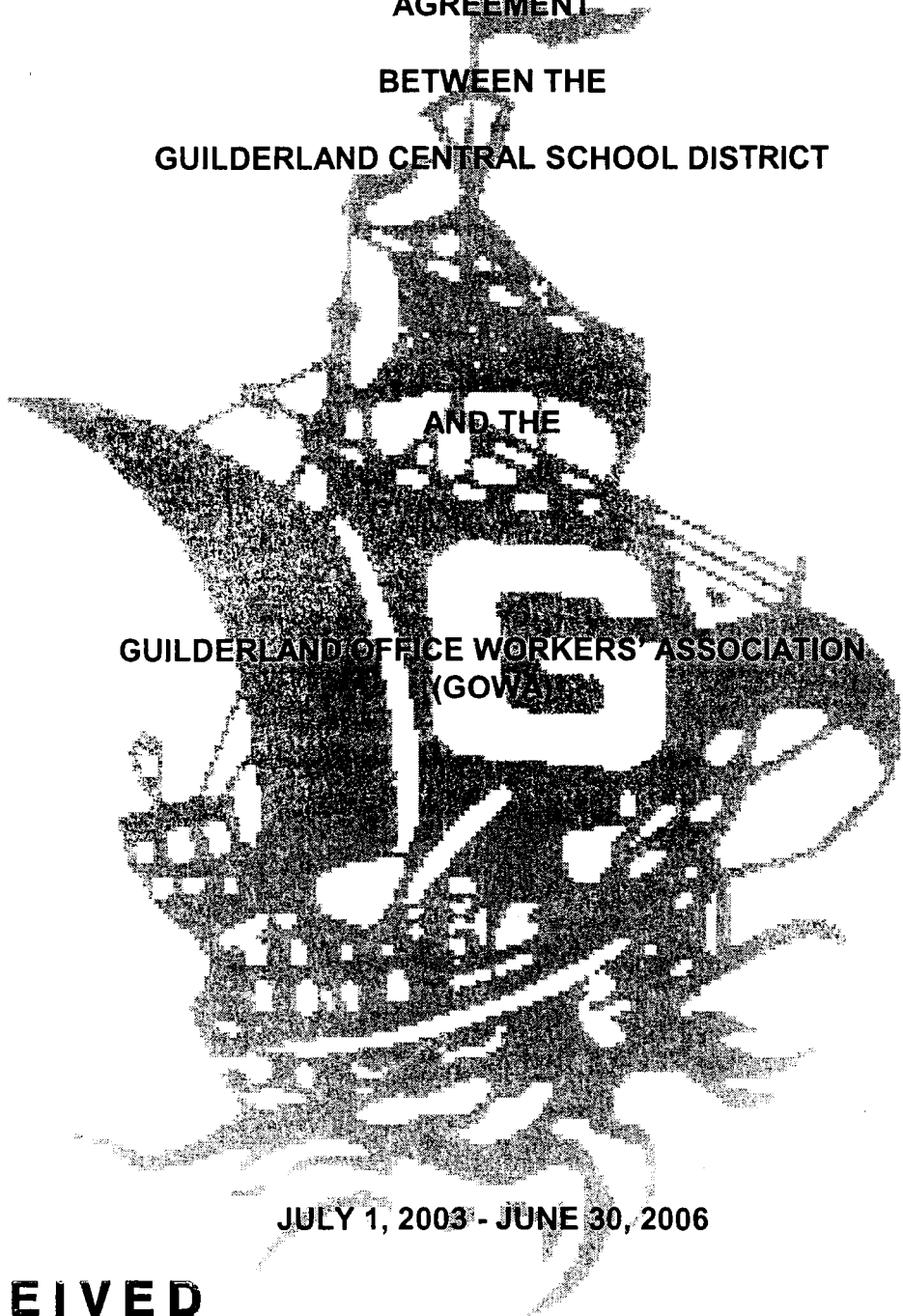
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**AGREEMENT  
BETWEEN THE  
GUILDERLAND CENTRAL SCHOOL DISTRICT**



**AND THE**

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

**JULY 1, 2003 - JUNE 30, 2006**

**RECEIVED**

**MAR 07 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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THIS AGREEMENT is made and entered into on July 1, 2003 by and between the Guilderland Central School District, hereinafter called the "District", and the Guilderland Office Workers' Association, hereinafter referred to as the "Association".

**ARTICLE I**  
**RECOGNITION**

Section 1

The District recognizes the Association as the exclusive representative, for the purpose of collective negotiations with respect to wages, hours and other terms and conditions of employment, of all office personnel and other personnel designated as clerical employees, except the secretaries to the Superintendent, Assistant Superintendent, and the Personnel Administrator, who have been declared confidential by the Public Employment Relations Board.

Section 2

The provisions of the recognition agreement, dated February 5, 1968, between the Board of Education of the Guilderland Central School District and the Guilderland Office Workers' Association shall apply.

Section 3

Except as otherwise provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools, and the direction of the staff, are vested exclusively in the Board of Education or in the Superintendent as delegated by the Board.

**ARTICLE II**  
**RESERVATION OF RIGHTS**

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

**ARTICLE III**  
**MANAGEMENT RIGHTS**

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

**ARTICLE IV**  
**DUES DEDUCTION**

**Section 1**

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

**Section 2**

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

**Section 3**

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

**Section 4**

No later than September 30th of each year, except for employees hired by the District after that date, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues. The list will show the amount of dues to be deducted.

**Section 5**

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

**ARTICLE V**  
**STRIKE PROHIBITION**

Section 1

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

Section 2

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

**ARTICLE VI**  
**MEMBERSHIP PRACTICES**

Section 1

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

Section 2

The District agrees not to discriminate against any employee in regard to their hiring or any other term and condition of employment on the basis of race, creed, color, national origin, sex, age or marital status or membership or participation in or association with the activities of any employee organization.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**  
**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.

1. Definitions:

- a. **Employee** shall mean any person covered by this Agreement.
- b. **Employer** shall mean the Guilderland Central School District.
- c. **Association** shall mean the Guilderland Office Workers' Association.



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

e. **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.

2. Rights of the Parties:

a. Rights of the Grievant:

1) The Grievant may select any representative(s) to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than the Association.

2) The Grievant shall have access to all written statements, records and materials relating to the grievance. This right excludes confidential personnel files of other employees.

b. Rights of the Association

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

2) The Association may have an observer at any hearing, conference or 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.

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

4) The Association may file a grievance in its own name.

c. Mutual Rights

If after the initial filing of a grievance, the grieved party fails to appeal the decision within the required time period, the grievance shall be moved to the next level of the procedure. If the employer fails to make a decision within the required time period, the grievance shall be moved to the next level of the procedure.

### 3. Presentation

#### Step One

1. An employee having a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally. If the employee(s) cannot resolve the grievance informally, he/she shall then present his/her grievance to his/her immediate supervisor in writing within twenty (20) days of its occurrence.
2. The supervisor shall meet with the parties to resolve the grievance within three (3) days. The supervisor shall render a decision in writing within three (3) days after the meeting. A copy of the decision shall be sent to both the employee and his/her 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 Superintendent or his designee. Such request is to be in writing with a copy to the employee's supervisor. The Superintendent or his designee shall convene a hearing within five (5) days after receipt of the request for said hearing.

#### Step Three

In the event the Grievant and/or the Association is not satisfied with the Superintendent's decision regarding the grievance, he/she may, within fifteen (15) days after receiving the decision, refer the grievance to arbitration by notifying the Superintendent and the American Arbitration Association.

The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be binding on the parties. The Arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

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

### 4. General Considerations

- a. Whenever possible, all grievance discussions, meetings, conferences and hearings shall be conducted during the normal workday except for Step Two or Step Three proceedings in which case the hearing shall be conducted at a time mutually agreeable to all parties.
- b. The time limits at any Step(s) may be extended by mutual consent of the parties.

5. An employee may bring matters of personal concern to the attention of the appropriate District representative or official in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance or appeal proceeding.
6. 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 his/her supervisor that he/she wishes time to enter a grievance. The employee shall be granted reasonable time to meet with an officer or representative of the Association for the purpose of entering such grievance.
7. Any employee claiming a grievance under these procedures shall not refuse the grieved work assignments, except where such assignments would be clearly considered dangerous or illegal by a competent judge of the situation and until such grievance shall be finally resolved.

## **ARTICLE VIII** **COMMUNICATION**

### **Section 1**

A meeting of the Superintendent or Personnel Administrator with representatives of the Association for purposes of communications will be held at times mutually agreed upon. Areas of discussion may include:

1. Contract Administration
2. Promotions
3. In-service Training
4. Other appropriate matters of mutual concern.

### **Section 2**

One copy of the minutes of the official Board of Education meetings shall be transmitted by the Clerk to the Association President as soon as they are available.

### **Section 3**

The Personnel Administrator will send to the President of the Association any information he/she receives regarding in-service courses offered, workshops or conferences. The President will send this information to each building.

**ARTICLE IX**  
**WORKING SCHEDULES AND CONDITIONS**

**Section 1**

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

**Section 2**

Eight (8) consecutive hours of work, including a thirty (30) minute lunch period, shall constitute a work shift. For pay purposes, lunch time is not included in either the regular or part-time work shift. Lunch period shall be duty free. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

**Section 3**

All work performed by full- or part-time employees in excess of the regular eight (8) hour work shift shall be considered overtime. Overtime will be voluntary whenever possible and must be authorized by the immediate supervisor.

**Section 4**

Accounting for time will be in multiples of no less than one- half hour with rounding.

**Section 5**

Full-time twelve (12) month employees shall work seven and one- half (7.5) hours per day, five (5) days - 37.5 hours per week exclusive of the lunch time. They shall work every day in the year except vacations, Saturdays, Sundays and holidays designated by the holiday schedule.

Twelve-month employees, as defined by the hours assigned to the position, shall not exceed 262 day work year inclusive of holidays and vacations.

**Section 6**

Ten-month employees shall work the number of hours assigned to the position exclusive of lunch time. They shall work the pupil attendance days and any other days assigned to the position, except Saturdays, Sundays and holidays designated by the holiday schedule.

Ten-Month employees, as defined by the hours assigned to the position, shall not exceed 200 day work year inclusive of holidays.

**Section 7**

**Eleven Month Employees** as defined by the hours assigned to the position shall not exceed 242 day work year inclusive of holidays and vacations.

Employees appointed to an eleven month position after September 1, 1984 shall have a work year that shall not exceed 242 days inclusive of holidays.

## Section 8

The personnel office will make available to each principal an updated list of qualified substitutes for clerical personnel. The employment of substitutes for absent employees on personal or sick leave shall be at the discretion of and in the judgment of the building principal.

## **ARTICLE X INCLEMENT WEATHER**

### Section 1

When schools are closed because of inclement weather or emergency conditions, employees are expected to report for work if it is at all possible within two (2) hours from the normal shift starting time. Employees who will be late on such days because of an unavoidable delay will notify their immediate supervisor of such delay.

### Section 2

Employees reporting for work within two (2) hours from the normal shift starting time will be paid for the entire day. Employees reporting for work after two (2) hours from the normal shift starting time will be paid for actual hours worked and may use accrued personal leave in one hour increments to make up a full day. Employees who do not report for work will be paid for the day by applying for a personal day. If personal leave accruals are exhausted, accumulated sick leave can be used upon approval of the Superintendent or designee.

### Section 3

a. All eleven and twelve-month employees who are unable to report to work when schools are closed because of inclement weather will have as an option the use of an earned vacation day if eligible in place of Section 2 above. It is expected that the employee will make every effort to notify his/her supervisor within one hour from the normal shift starting time that he/she will be absent.

b. Ten-month employees have the option in lieu of Section 2 above, with the approval of their supervisor, to arrange to make up the time at a later date mutually agreed upon between the supervisor and the employee.

### Section 4

No leave will be deducted or loss of pay incurred if the members of the Association are excused by the Superintendent.

### Section 5

Employees reporting late for work shall not accrue overtime until a full eight (8) hour day has been worked regardless of time worked beyond their normal shift ending time.

**ARTICLE XI**  
**HOLIDAYS AND VACATIONS**

**HOLIDAYS**

**Section 1**

There shall be twelve (12) paid holidays for eleven- and twelve-month employees and eleven (11) paid holidays for ten-month employees. The Personnel Administrator will review the Superintendent's tentative calendar for the coming year at a special meeting with Association officers to obtain their reactions. Association members shall receive a copy of this calendar when it is finalized. Paid holidays shall be as follows:

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

One or more days associated with No. 6 above could be granted in multiples of half days at the discretion of the Superintendent.

**Section 2**

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

**Section 3**

Employees will be eligible for holiday pay after thirty (30) calendar days from the first day of regular service. Subsequently, with the exception of employees whose probationary period has been extended beyond the eight (8) week minimum, employees will be eligible for pay for all approved holidays which fall within their regular work year. (Ten [10] days for ten-month employees, twelve [12] days for eleven- and twelve-month employees.)

**Section 4**

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

## VACATIONS

### Section 5

a. At the end of the first full year or partial year of employment, eleven- and twelve-month full-time (7.5 hours per day) employees shall be granted paid vacation time equal to 5/6ths of a day for each month worked during the fiscal year (July 1-June 30). Thereafter, eleven- and twelve-month full-time (7.5 hours per day) employees shall be entitled to ten (10) days of paid vacation upon completion of the second and third year of service. Beginning with the completion of the fourth year of service, one additional day of vacation will be added each year, through and including the thirteenth year, reaching a maximum vacation period of twenty (20) days after thirteen (13) years of service.

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

B. Credit will be allowed to those employees who transfer to a twelve-month position for previous service on a prorated basis to equal thirteen (13) years as a twelve-month employee. All vacation time shall be used only at times approved by the supervisor.

1. Employees are encouraged to use all their earned vacation time each year. However, if circumstances in any one year prevent an employee from using all earned vacation time, he/she may, with the approval of the supervisor, carry over a maximum of five (5) vacation days. These days shall be carried over on a non-cumulative basis, that is, only five (5) days may be carried from one year to another.

2. It is expected that employees plan their vacation time during the months of July and August, except for the last week of August before school opens, or vacation may be taken during a school recess period. Any exceptions must be made in writing to the immediate supervisor. Such exceptions may be approved by the immediate supervisor on the basis of special needs of the employee and the degree of interference with the program of the schools.

3. Employees are encouraged to take vacation in blocks of time of one week; however, they may take vacation in less than one-week blocks with the approval of the immediate supervisor. Vacation must be taken in multiples of no less than one-half (1/2) days.

4. If any vacation is taken beyond that granted under this provision, pay deductions will be made for each extra vacation day.

C. Employees appointed to an eleven-month position after September 1, 1984 who had not previously enjoyed vacation benefits shall not be eligible for such. Unit members, as of September 1, 1984, moving from an eleven- or twelve-month position who had previously received vacation benefits will continue to do so as an eleven-month employee.

D. Effective July 1, 2003, employees who serve eighteen (18) years with the District shall be awarded an additional two (2) vacation days each year upon completion of their eighteenth year of service with the District.

**ARTICLE XII**  
**VACANCIES, TRANSFERS, REDUCTION**  
**IN STAFF, PROMOTIONS, RECLASSIFICATIONS**

Section 1

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

Section 2

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

Section 3

a. A vacancy which classifies as permanent and promotional (that having a higher rate of pay) and which cannot be filled under layoff and recall procedures shall first be open to applicants from within the District.

b. Such vacancies or new positions shall be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested must apply within these five (5) working days after the publication date.

c. The senior employee applying for the position, who meets the minimum qualifications in the judgment of the appropriate management personnel, shall be granted a probationary appointment.



- d. All applicants for the position shall be notified in writing of the decision.
- e. Employees appointed from within the District will be guaranteed no loss of seniority or longevity accumulated in their previous position.

#### Section 4

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

#### Section 5

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

#### Section 6

- a. The District will mail job postings to any employee who supplies the Personnel Administrator with a self-addressed stamped envelope and informs the Personnel Administrator that he/she wishes to be informed in such a way while he/she is absent, on vacation or sick leave.
- b. Ten (10) copies of all job postings will be provided to the President of the Association. The President, if he/she wishes, may maintain a private roster of personnel who have informed him/her that they wish transfer or promotion notice in which case he/she will mail job postings to them.

#### Section 7

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

#### Section 8

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

#### Section 9

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

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

c. All employees covered by this Agreement are given reasonable assurance by the District of continued employment from year to year and after all holiday and school recess periods unless so notified under the provisions of the existing Civil Service regulations and/or the provisions of Section 9a and 9b above.

d. Reductions in Staff Hours

For employees not subject to Civil Service Regulations, reductions in staff/hours shall be accomplished in inverse order of seniority within classification in accordance with Article XVI, Section 10. For the purpose of this provision, seniority shall be defined and applied as per Article XII, Section 3, Subsection (c) and Article XIV herein.

Section 10

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

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

Section 11

All employees are required to give at least two (2) weeks notice of their intention to terminate their employment with the District.

Section 12

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

Section 13

The District and the Association agree that further training is to the benefit of both. To accomplish this goal, the following program will be implemented.

a. Professional Day

A program may be developed by a committee of the Association and coordinated by the Personnel Administrator, on a topic of interest to the Association members, to be conducted annually on Professional Day. Association members not attending Professional Day shall forfeit one day's pay unless they have been excused by the Personnel Administrator for reason of illness or necessary emergency personal business which could not be conducted at another time.

b. In-service

1. All employees in this unit may be required by the District to participate in an in-service training program in an effort to maintain and upgrade skills. Such training shall be compensated at the Employee's regular or overtime rate of pay, whichever is applicable, for all hours of the course, providing the employee has met all the requirements of the course and his/her performance has been determined to be satisfactory by the instructor of the course.
2. The Personnel Administrator and a committee of the Association shall meet and confer on the development of a comprehensive in-service program for office personnel.
3. The District's Continuing Education Program and courses offered at a New York State accredited institution of higher learning may be construed to be a part of the in-service program. The employee must receive prior approval from the Personnel Administrator if such courses are to be approved for compensation. Such compensation for approved courses shall be in the form of a tuition waiver up to \$30.00 per credit hour paid by the District. The provisions of this article, Section 13b(1), do not apply for such courses.

**ARTICLE XIII**  
**LEAVE OF ABSENCE**

**SICK LEAVE**

Section 1

- a. Sick leave will be credited to the individual employee at the beginning of each month as earned. At the end of one (1) year of continuous employment, sick leave will be credited at the beginning of the fiscal year.
- b. Employees leaving the service of the school district will, if they have used more sick leave than accrued, be required to pay back to the District all sick leave used but not earned.
- c. Sick leave will be taken in not less than one (1) hour multiples and deducted in one (1) hour multiples for each hour, or portion thereof, used. Up to five (5) sick leave days may be used for illness in the employee's immediate family as defined in Section 6.
- d. Eleven- and twelve-month employees will be entitled to a maximum of fifteen (15) days and ten-month employees to a maximum of twelve (12) days sick leave each year, accumulative to 300 days. This provision shall apply to part-time employees working on a regular, appointed basis. Part-time employees will be entitled to 1-1/4 days paid sick leave per month, such "days" to be the number of hours in their regular workday.
- e. The District reserves the right to require proof of illness for five (5) consecutive days or more and/or where a pattern of absenteeism exists. Such proof may consist of a certification by a licensed physician paid by the employee or an examination by a physician appointed by the District at District expense.
- f. Employees shall be notified, not later than November 1st of each year of the number of accumulated sick leave days credited as of the previous July 1st.

g. Employees who have been out of work due to illness shall notify their supervisor of the date when they will return to work, as far in advance as possible.

h. Employees shall be required to notify their supervisor as soon as they know they will not be able to report for work. Where earlier notice is impossible, the employee shall make every effort to notify his/her supervisor within one (1) hour after the time he/she is required to be on the job. Employees failing to meet this requirement will not be eligible for personal or sick leave for that day.

### **UNUSED SICK LEAVE RETIREMENT BENEFIT**

Effective July 1, 2003, a unit member meeting the following criteria shall receive \$70.00 per day for each day of accumulated sick leave above 100 days not to exceed 100 days. Payment shall be made in cash no later than December 31<sup>st</sup> following the school year in which the unit member retires. This rate shall be improved to \$75.00 for unit members who retire on or after July 1, 2004.

- a. Submitted a letter of resignation for the purpose of retirement no later than February 1 of the last year of service, and
- b. Will have completed no less than 12 years of District service by the end of the last year of service.

Sick leave days paid to the unit member pursuant to this provision shall not be deducted from the unit member's sick leave accruals for the purpose of the benefit provided in Article XV, Section 4 of this agreement.

### **SICK LEAVE BANK**

The Guilderland Office Workers' Association and the District agree to form a bilateral committee whose purpose is to establish a sick leave bank. The Superintendent and the President of the Association will determine the membership. Such committee will be charged with examining existing sick leave bank plans and then developing guidelines for eligibility and implementation for Guilderland Office Workers' members. Upon agreement by both parties, a sick leave bank will be established as soon as practical.

### **PERSONAL LEAVE**

#### **Section 2**

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

Personal leave shall refer to the following:

1. Bereavement - Other than that defined in Section 6.
2. Legal business and/or court action.

3. Serious illness in the immediate family defined as immediate household.
4. Emergency business affairs which can be conducted only during the regular workday and for which a written reason need not be given.
5. Religious Observance

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

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

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

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

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

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

## **JURY DUTY**

### **Section 3**

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

## **LEAVE OF ABSENCE - WITHOUT PAY**

### **Section 4**

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

1. All requests must be presented to the immediate supervisor no less than one week in advance of the planned leave.

2. Such a day may not be taken the day before or after a District holiday/recess.

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

## **PARENTAL LEAVE**

### **Section 5**

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

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

## **BEREAVEMENT LEAVE**

### **Section 6**

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

## **LEAVE ASSOCIATED WITH SUMMER EMPLOYMENT**

### **Section 7**

Ten/eleven month Unit members who are employed for additional summer clerical employment lasting for three (3) weeks, fifteen (15) days or more shall be eligible for one sick day for each year of summer employment to a total of three (3) days. Summer sick days have no connection with regular sick days.

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

## **ARTICLE XIV SENIORITY**

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

## **ARTICLE XV INSURANCE AND RETIREMENT**

### **Section 1**

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

b. The District shall pay the following amount of the monthly premium rates:

80% per month per applicant member

80% per month per two person membership

80% per month per family membership

### **Section 2**

A \$1,000 share-cost group life insurance policy will be provided for those employees who wish to participate in the plan. The District will pay the costs of term coverage; the employee will pay the cost of whole life coverage. Eligible employees are those who are employed for twenty (20) or more hours per week.

### Section 3

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

### Section 4

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

### Section 5

#### **HEALTH INSURANCE FOR RETIREES**

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

a. The retiree was a member of the plan during the last year of service.

b. The retiree had no less than 12 years (no less than 18,000 hours) of District service prior to retirement.

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

### Section 6

Social Security shall be available to all employees.

### Section 7

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

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

## **ARTICLE XVI COMPENSATION**

### Section 1

The salaries of employees covered by this Agreement shall be for the following classifications: Typist, Typist II, Offset Printing Machine Operator, Telephone Operator, Data Entry Operator, Library Typist II, Senior Typist, Senior Stenographer, Senior Account Clerk.



## Section 2

The District will make every attempt to pay salaries within two (2) weeks of the work period. It is understood that overtime payments and adjustments normally occur on the second succeeding payroll.

## Section 3

Longevity payments shall be granted on an as earned basis upon completion of 5, 8, 12, and 18 years full-time (7.5 hours per day, twelve [12] months per year) service to the District or any other combination of continuous service which equals full-time service. Longevity credit begins the first day of work on a regular appointed basis. At the time of hire in the unit upon request from a unit member, the District agrees to review possible service credit outside the GOWA unit, for longevity purposes.

## Section 4

Employees involved in school activities requiring use of personal transportation shall be reimbursed at the prevailing Internal Revenue Service rate per mile. When an employee is required to move from one work location to another during the same work shift by personal transportation, he/she shall be paid at the above rate.

Activities conducted under Article VII and Article XVII, Section 5, shall not be subject to mileage reimbursement.

## Section 5

When an employee is authorized by the Superintendent to attend a conference or workshop, such employee shall be granted the necessary time off and be reimbursed for reasonable expenses incurred.

## Section 6

Overtime shall be paid at the rate of time and one-half of the regular hourly rate. When employees are required to work on Saturdays, Sundays and/or holidays, such work shall be paid at the rate of time and one-half of the regular hourly rate.

## Section 7

Clerical personnel having no related experience, who are recruited for permanent positions, shall not be appointed above the first salary grade of the appropriate classification.

## Section 8

After an employee is assigned out of his/her classification for one (1) consecutive day, he/she shall receive pay at the rate of the higher classification for those days worked beyond the initial one (1) day so long as he/she continues to work in the higher classification.

Section 9

Any employee going on vacation may receive pay before going on vacation. Application for vacation pay must be submitted to the business office three (3) weeks prior to the last day of work.

Section 10 - Salary

a. There are two (2) salary classifications:

Class I - Typist, Typist II, Library Typist II, Data Entry Operator, Offset Printing Machine Operator, and Telephone Operator

Class 2 - Senior Typist, Senior Stenographer, Senior Account Clerk

The Salary Schedules shall be as follows:

	2003-2004		2004-2005		2005-2006	
	Class I	Class 2	Class I	Class 2	Class I	Class 2
Step 1	\$10.06	\$10.94	\$10.37	\$11.29	\$10.72	\$11.67
Step 2	\$10.23	\$11.12	\$10.55	\$11.47	\$10.89	\$11.85
Step 3	\$10.40	\$11.31	\$10.73	\$11.66	\$11.07	\$12.04
Step 4	\$10.58	\$11.50	\$10.91	\$11.86	\$11.26	\$12.24
Step 5	\$10.76	\$11.70	\$11.09	\$12.06	\$11.45	\$12.45
Step 6	\$11.09	\$11.95	\$11.28	\$12.27	\$11.64	\$12.66
Step 7	\$11.37	\$12.26	\$11.63	\$12.53	\$11.84	\$12.88
Step 8	\$11.61	\$12.51	\$11.93	\$12.85	\$12.21	\$13.15
Step 9	\$11.96	\$12.75	\$12.18	\$13.12	\$12.52	\$13.49
Off Step	+4.25%		+4.85%		+4.95%	

b. Effective July 1, 2003, Longevity Credit shall be as follows:

Service	Accrued Hours	2003-04 Rate	2004-05 Rate	2005-06 Rate
5 Years	9,750 hours	\$ .50 per hour	\$ .55 per hour	\$ .60 per hour
8 Years	15,600 hours	\$ .85 per hour	\$ .90 per hour	\$ .95 per hour
12 Years	23,490 hours	\$1.15 per hour	\$1.20 per hour	\$1.25 per hour
18 Years	35,235 hours	\$1.45 per hour	\$1.50 per hour	\$1.55 per hour

c. Differential/Secondary Building Principal Secretaries

Effective July 1, 2003, unit members serving in this capacity shall earn an additional ninety (90 cents) cents per hour.

d. Differential/Elementary Building Secretaries; Middle School House Principals' Secretaries; High School Assistant Principals' Secretaries; Secretary to Administrator for Special Programs

Effective July 1, 2003, unit members serving in this capacity shall earn an additional eighty (80 cents) cents per hour.

e. General Consideration

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

f. Direct Deposit

Direct Deposit will be available to the financial institution of the Employee's choice.

**ARTICLE XVII**  
**EVALUATION**

The parties agree to establish a joint GOWA/District committee to develop evaluation procedures and forms for the unit.

**ARTICLE XVIII**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

**EMPLOYEE RIGHTS**

Section 1

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

Section 2

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

**ASSOCIATION RIGHTS**

Section 3

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

#### Section 4

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

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

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

#### Section 5

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

#### Section 6 - Agency Fee

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

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

### **ARTICLE XIX** **WAIVER CLAUSE**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject concerned with collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of such right are set forth in this Agreement. Therefore, the

District and the Association agree that the other party shall not be obliged to bargain collectively, for the duration of this Agreement, with respect to any item not specifically referred to in this Agreement.

**ARTICLE XX**  
**SEVERABILITY CLAUSE**

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

**ARTICLE XXI**

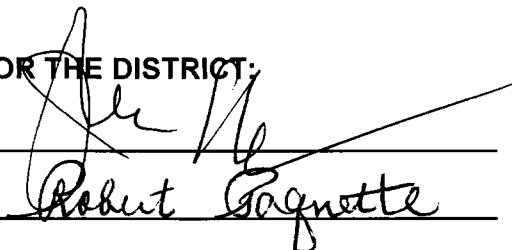
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE XXII**

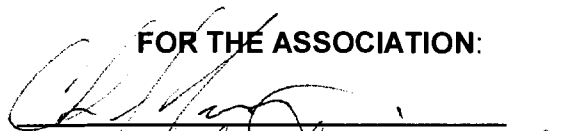
This Agreement shall take effect as of July 1, 2003 and on that day shall supersede all previous agreements between the District and the Association, and shall remain in full force and effect until June 30, 2006, and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing on or before February 1, 2006 or any subsequent year of a desire to amend or terminate the same.

**SIGNATORIES TO THE AGREEMENT**

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Robert Gagnette  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Frank Chmielewski  
Karen M. Cornell  
Janice M. Hauck  
\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: 4-25-03