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Title: **Guilderland Central School District and Guilderland Teaching Assistant Unit, Guilderland Teachers Association (2005) (MOA)**

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Union: **Guilderland Teaching Assistant Unit, Guilderland Teachers Association**

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Article I - Recognition

The District recognizes the Guilderland Teachers' Association as the exclusive bargaining agent for a unit consisting of all full-time and part-time Unit Members, Occupational Therapy Assistants, Physical Therapy Assistants, Interpreters for the Deaf and Community Resource Coordinators.

Article II - Unit Member and Association Rights

A. Association Rights

1. The District agrees to deduct from the salaries of its Unit Members' dues for the Association, as said Unit Members individually and voluntarily authorize, and to transmit the same promptly to the Association following the third, sixth, ninth, twelfth, and the final deduction. Authorizations will be in writing on the form provided by the Association.
 - a. The Association will certify to the District, in writing, the current rate of the membership dues of the Association. The Association will give the District thirty (30) days written notice prior to the effective date of any such change.
 - b. Dues deductions will be made in fifteen (15) equal, consecutive installments during the school year, beginning with the second payday in October. The District will not be required to honor for any month's deductions any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
 - c. No later than November 1 of each year, the District will provide the Association with a list of those employees who have voluntarily authorized the District to deduct dues for the Association. The District will notify the Association monthly of any changes in said list.
 - d. The District agrees that it will not accord dues deductions or similar check-off rights to any other organization purporting to represent members of the unit represented by the Association.
 - e. The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of 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 Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this item of the agreement.
 - f. Effective from the date of this agreement, the District agrees to provide, through voluntary payroll deduction, the NYSUT Benefit Trust option and the VOTE-COPE option so long as the District's payroll system and administrative responsibility can accommodate this option.
2. Upon request made a reasonable time in advance, the Association shall be permitted to use school buildings for Association meetings as long as such use does not conflict with other scheduled usage of the buildings or parts thereof. The Association shall pay the District for the use of school buildings at the same rates as paid by other community organizations.
3. Designees of the Association, upon notifying their building principals, shall be permitted to engage in Association business during lunch periods, preparation periods, and other periods during the professional service day when they have no student supervision or staff

responsibilities. This privilege shall be made available to no more than four (4) District-wide officials of the Association and one (1) additional designee in each building. The President of the Association shall notify the Superintendent of the designees by September 15th of each school year.

Five (5) days of paid leave per year, not to be deducted from other leave accruals, will be available to the president or designee(s) for the conduct of Association business. Notification, if possible, shall be made to the building principal(s) seventy-two (72) hours prior to commencement of such leave.

B. Unit Member Rights

1. No Unit Member shall be coerced into joining any organization.
2. No reprisal shall be taken against any Unit Member for Association activities.
3. A Unit Member involved in a disciplinary action will not be subjected to reprimand in the presence of anyone other than the Superintendent, the Unit Member's building principal and/or department chairperson. A Unit Member may have a representative of the Association present at such meetings if the Unit Member so desires.
4. Unit Members will have the right, upon request, to review and make copies of their personnel files which relate to the local evaluations of their professional performance. A Unit Member will be entitled to have a representative of the Association accompany him/her during such review.
5. Each Unit Member shall receive a copy of his/her annual evaluation form signed by his/her principal and department chairperson and any administrator participating in the observation or conference.

Article III - Professional Improvement

A. In-service

1. In-service training for employees covered by this Agreement shall consist of:
 - a. Training required by the District of a Unit Member
 - b. Training requested by a Unit Member
2. In the case of District-required training, employees may be required to participate in an in-service training program in an effort to maintain and update skills. Such training will be compensated at the employee's regular or overtime rate, whichever is applicable.
3. In the case of Unit Member-requested training, an employee may request to participate in an in-service training program to maintain or update skills related to the unit member's individual assignment. The recommendation of the supervisor/building principal and written approval of the Administrator of Human Resources is required prior to the Unit Member's attendance at the requested training. Such training will be compensated at the Unit Member's regular or overtime rate whichever is applicable provided the employee has met all the requirements of the course and his/her performance has been determined satisfactory by the instructor of the course.

B. Continuing Education

Unit Members may request to participate in the District's Continuing Education Program and courses offered at a New York State accredited institution of higher learning. Prior written approval by the Administrator of Human Resources is required for such courses to be eligible for compensation. Such compensation for approved courses shall be fifty dollars (\$50) per credit hour paid by the District to the employee upon successful completion of the course and the submission of a claim form including a paid bill and an official transcript.

C. Visitation Day

Upon mutual agreement between the Unit Member and his/her building principal, one (1) visitation day per school year may be approved by the building principal for a Unit Member to visit a classroom or other educational activity within a twenty (20) mile radius. The purpose of this visit must be related to meeting the individual or educational needs of the student(s) who are in regular contact with the Unit Member. Except for mileage, as per Article XII(E), up to forty (40) miles, this visitation will be at no additional cost to the District. A report of the visit will be given to the Unit Member's immediate supervisor and, if appropriate, shared with other staff in the school.

Article IV - Assignment

Unit Members will be notified in writing of their assignment not later than August 1 of each year. Unit Members will be informed of subsequent changes as soon as reasonably possible.

Article V - Vacant Positions

- A. The number of Bargaining Unit positions as well as the qualifications for such positions shall be determined by the District.
- B. The District shall have the exclusive determination as to whether a Unit Member vacancy shall be filled or not filled.
- C. Vacant positions shall be posted for a period of ten (10) working days in a conspicuous place in each school building. Employees interested must apply within these ten (10) working days.
- D. The District will mail job postings to any employee who supplies the Personnel Office with a self-addressed stamped envelope and informs the Personnel Office that they wish to be informed in such a way during July and August.
- E. The District will first offer additional hours, in blocks less than three (3) hours, to current Teaching Assistants who apply and who meet the minimum qualifications described in the posting for such positions; prior to offering them to other candidates.
- F. The District will first consider Teaching Assistants who apply before offering vacant positions of three (3) hours or more to other candidates.

Article VI - Seniority

- A. Seniority for Teaching Assistants will be determined by the employees' initial date of hire as a Teaching Assistant, or initial date of hire as a Teachers Aide prior to 1987, and will be accrued by consecutive years of service in the District. Unpaid leaves of absence shall be deemed an interruption of seniority accrual but not a forfeiture of accrued service.
- B. In the event that two or more Teaching Assistants have the same date of hire, they shall be identified by the date and ranking on the Board Resolution appointing them as a Teaching Assistant.
- C. All the Bargaining Unit members other than Teaching Assistants shall have seniority rights as accorded by Civil Service Law.

Article VII - Work Year and Work Day

- A. Work Year
 1. The work year for Unit Members will be the student attendance year and one Superintendent's Conference Day prior to the first day of school for student attendance, for other than two hundred (200) day employees. Such employees will work as assigned.

2. Unit Members shall be entitled to eleven (11) paid holidays as determined by the official school calendar.
 3. Unit Members will be paid their regularly scheduled hours when schools are closed due to inclement weather or emergency school closing. If make-up days are required, Unit Members will be expected to work without additional compensation.
- B. **Workday**
1. All work performed by full-time or part-time Unit Members in excess of their regularly scheduled hours must be approved by the building principal, or designee.
 2. If a Unit Member is requested to work beyond the employees workday, and if the employee accepts the offered additional hours, the employee shall be compensated at the employee's regular hourly rate (straight time) until such time as the employee's weekly hours exceed thirty-seven and one-half (37.5) at which time the employee shall receive time and one-half (1.5) for each hour or portion thereof worked in excess of thirty-seven and one-half (37.5) hours.
- C. **Break Time**
1. All breaks will be duty-free and in compliance with the New York State Labor Standards regulations.
- D. **Temporary Employees**
1. Beginning with the sixty-first day of continuous employment for the same absent Unit Member, temporary employees become members of the bargaining unit and are entitled to all of the benefits of the agreement. Salary in accordance with Appendix A will be retroactive to the first day of continuous employment.
 2. Temporary Unit Members who are eligible for and enroll in a health insurance program through the District are entitled to COBRA continuation of coverage at the conclusion of their temporary assignment.
 3. Temporary Unit Members who are hired for a permanent position in the bargaining unit without a break in service will have their temporary service credited for purposes of seniority and tenure, if applicable.

Article VIII - Reduction of Hours, Layoff, Recall for Teaching Assistants

- A. There shall be three categories in the event of a reduction in hours or layoff of Teaching Assistants.
1. Teaching Assistants who work seven (7) hours or more daily.
 2. Teaching Assistants who work less than seven (7) hours daily at the elementary level in all positions in kindergarten through grade 5.
 3. Teaching Assistants who work less than seven (7) hours daily at the secondary level in all positions in grade 6 through grade 12.

The provisions of this Article shall not apply to Teaching Assistants designated as temporary employees.

- B. Reduction in hours or layoff of Teaching Assistants who work seven (7) hours or more, and any recall of such Teaching Assistants, shall be done pursuant to Education Law.
- C. A reduction in hours or layoff of Teaching Assistants who work less than seven (7) hours daily shall occur as follows: Within the separate and distinct reduction/layoff category of A.2. or A.3. above, the services of the Teaching Assistant having the least seniority in the District within the Teaching Assistant tenure area shall be discontinued.
 - 1. Seniority for Teaching Assistants who work less than seven (7) hours daily shall be based on date of hire within the District as a Teaching Assistant.
 - 2. If a Teaching Assistant is reduced in hours or laid off, the person filling such position at the time of reduction or layoff shall be placed on a preferred eligible list for appointment to a vacancy that then exists or that may thereafter occur for a Teaching Assistant.
 - 3. Persons on the preferred eligible list shall be reinstated or appointed to Teaching Assistant vacancies based on their seniority in the District (that is, total time in District) at any time within seven (7) years from the date of reduction or layoff.
 - 4. Persons on the preferred eligible list may accept substitute positions with the District without losing their preferred status on such list.
- D. All full-time and part-time Teaching Assistants shall receive the following preferred eligibility list rights.
 - 1. A laid off Teaching Assistant shall be added to the recall list and shall remain thereon for a period of seven (7) years after the layoff date or until the employee is recalled to a permanent position, whichever occurs first.
 - 2. Teaching Assistants on the recall list shall be deemed to have abandoned recall rights if they declare in writing that they wish to have their name removed from the recall list.
 - 3. Teaching Assistants may be skipped for recall purposes if they refuse a position within two (2) weeks of the date of recall. In this event, the District may offer the position to the next senior Teaching Assistant whose name appears on the list. The skipped employee's name shall continue on the list in its original position.
 - 4. For the purpose of notice hereunder, personal contact or contact by certified return mail to the employee's last known address shall suffice.
 - 5. Following recall, the District or the employee will have sixty (60) work days to decide to continue in the recalled position or return to the recall list as if the employee had been skipped.
- E. The provisions of this article shall not be applicable to Occupational Therapy Assistants, Physical Therapy Assistants, Interpreters for the Deaf or Community Resource Coordinators.

Article IX - Grievance Procedure

- A. Definitions
 - 1. **Grievance:** Any alleged violation of the application, meaning or interpretation of this agreement.
 - 2. **Aggrieved party** is a Unit Member, or group of Unit Members, or the Association.

3. **Chief Executive Officer** is the Superintendent of Schools.
4. **Association** shall mean Guilderland Central Teachers' Association.
5. **Party in interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
6. **Grievance Committee** is the committee created and constituted by the Guilderland Central Teachers' Association.
7. **Arbitrator** shall be an individual selected from the panel submitted by the American Arbitration Association.

B. Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of this Agreement involved in the said grievance, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal discussions, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the Unit Member and the Association.
3. If a grievance affects a group of Unit Members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances shall be conducted at the earliest practicable time for the parties involved. Classroom activities shall not be interrupted for the purpose of preparation and processing of such grievances.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Stage 1 hereof, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. Nothing contained herein will be construed as limiting the right of any Unit Member(s) having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not

create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

10. The Superintendent shall be responsible for accumulating and maintaining an official record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stages 2, 3, and 4. The aggrieved party and/or the Grievance Committee shall advise the appropriate hearing officer of any alleged errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board but shall not be deemed a public record.
11. The existence of the procedure hereby established shall not be deemed to require any Unit Member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any Unit Member to pursue any other remedies available in any other forum.

C. Time Limits

1. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within twenty (20) school days after the Unit Member knew or should have known of the act or condition on which the grievance is based.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

D. Stage I

1. A grievance shall be reduced to writing and presented to the building principal.
2. The building principal shall render a decision thereon in writing and present same to the aggrieved party within four (4) days of the receipt of the written grievance.

E. Stage 2 - Superintendent or Designee

1. If the Unit Member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the Unit Member shall file a written appeal of the decision at Stage 1 with the Superintendent or designee within ten (10) school days after the Unit Member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
2. Within five (5) school days after receipt of the appeal, the Superintendent or his duly authorized representative, shall hold a hearing with the Unit Member and all other parties in interest.

3. The Superintendent shall render a decision in writing to the Unit Member, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

F. Stage 3

1. Within ten (10) days following receipt of the stage two decision, the Association may submit the grievance to arbitration by written notice to the American Arbitration Association. Such Demand shall be forwarded to the Superintendent.
2. The parties shall be bound by the rules of the American Arbitration Association.
3. The decision of the arbitrator shall be final and binding upon the parties.
4. The arbitrator's decision will be in writing and will set forth his/her findings, reasons and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision regarding the denial of tenure, which requires the commission of an act prohibited by law, or which is volatile 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. The decision of the arbitrator shall be binding.
5. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

Article X - Leaves

A. Sick Leave

1. Unit Members shall be entitled to twelve (12) days of personal sick leave each school year with full pay, five (5) days of which may be used for illness in the employee's immediate family residing in the immediate household. In extenuating circumstances, additional days may be available for such use and deducted from the employee's accumulated sick leave.

Sick days will be equivalent to the number of hours in the employee's regular work day. Sick leave will be credited to the individual employee at the beginning of each month earned. At the end of one (1) year of continuous employment, sick leave will be credited at the beginning of each school year.

If a Unit Member's employment terminates before June in any employment year, she/he shall refund to the School District any paid sick leave she/he may have received in excess of the number of days of sick leave to which she/he is entitled, on the basis of one and one-half days per month.

2. Unused sick leave shall be cumulative to two hundred and fifty (250) days.
3. The District reserves the right to require proof of the employee's illness of five (5) consecutive days or more of absence and/or if a pattern of use exists. Such proof may consist of a certification by a physician treating the employee, an examination by a physician appointed by the District, or other such proof as may be appropriate, at no cost to the employee.
4. Returning Unit Members will be notified, not later than November 1 of each year, of the number of accumulated sick leave days credited to their record.
5. Sick leave may be taken in one (1) hour increments. Employees shall be required to notify their supervisor as soon as they know they will not be able to report for work.
6. Unit Members will be eligible for one (1) sick leave day during summer sessions. Summer session sick leave days have no connection with the cumulative sick leave during the regular school year.

B. Personal Leave

1. Personal Leave will be credited to Unit Members at the beginning of each month earned at the rate of a half day (.5 times the number of hours of the employees' regular workday) per month not to exceed five (5) days per year. At the end of one continuous year of service, personal leave will be credited at the beginning of the school year.
2. Personal leave may be taken in increments of one (1) hour.
3. Up to three (3) days of personal leave, if unused, will be credited to the employee's sick leave accumulation providing the total sick leave accumulation does not exceed 250 days.
4. Additional days may be granted for personal leave due to extenuating circumstances. Such circumstances must be approved by the Superintendent or designee, and the additional days, if approved, will be deducted from accumulated sick leave.
5. Personal leave shall not be granted for the day preceding or the day following holidays or vacation except at the discretion of the Superintendent or designee, and in which case, the reason for the requested leave must be specified in advance.
6. Personal leave must be applied for in writing, on the appropriate form, at least twenty-four hours in advance of the commencement of the same to the Superintendent or designee, through the employee's immediate supervisor. Only in extenuating circumstances will such leave be granted without such prior approval. Personal leave shall refer to the following:
 - a. Bereavement in addition to section C or for circumstances not covered by section C
 - b. Legal business and/or court action
 - c. Business affairs or other personal matters over which the employee has no control which can be conducted only during the regular workday and for which a written reason need not be given
 - d. Religious Holidays

C. Bereavement Leave

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 is defined as to include spouse, sons or daughters and parents and brothers and sisters of both spouses, foster children and grandchildren. Other members of the family are defined as grandparents of either spouse, nieces or nephews, aunts or uncles, foster parents. Bereavement leave shall be non-cumulative. Employees will be entitled to bereavement leave days equal to the number of working hours in the employees' regular workday.
2. Due to extenuating circumstances, additional days may be granted and will be deducted from the accumulated sick leave.

D. Parental Leave

1. Parental leave shall be granted to Unit Members for a maximum of one (1) year without pay. A second year may be granted at the discretion of the District. Application for parental leave must be made in writing at least two (2) months prior to the inception of the leave.
2. Parental leave shall also be granted upon appropriate application for the purpose of legal adoption. 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.

E. Personal Leave of Absence

1. A leave of absence without pay for up to one (1) year may be approved by the Superintendent for

those Unit Members who have completed no less than one (1) semester of satisfactory service. A second year may be granted at the discretion of the Superintendent. Seniority will be retained but will not accrue during such leave.

2. The Unit Member on leave shall notify the Administrator of Human Resources of his/her intention to return at least thirty (30) days in advance of returning. For employees on leave during the month of June, notice of intent to return the following September must be given to the District on or before June 1. Every effort will be made to place the employee in an available position with hours equal to or greater than the position held at the beginning of the leave. If such placement is not possible, the employee will be placed in the first available position with fewer hours.
3. Unit Members granted a leave of absence without pay shall have the option of continuing in the health insurance program at full cost to the employee.

F. Jury Duty

Time required for jury duty will be considered outside of the personal leave category and no salary will be deducted. Should fees be received for jury duty, they will be refunded to the School District less documented and reasonable expenses for meals and travel not to exceed the received amount for jury duty.

G. Unused Sick Leave Retirement Benefit

Any Unit Member meeting the following criteria:

1. Submitted a letter of resignation for the purpose of retirement no later than February 1 of the last year of service, and
2. Will be age-eligible to retire with the Teachers' Retirement System or New York State Employees' Retirement System and will have completed no less than twelve (12) years of District service by the end of the last year of service, shall receive the following retirement benefit:

The Unit Member shall receive forty dollars (\$40.00) per day for each day of accumulated sick leave above fifty (50) days not to exceed seventy five (75) days.

Article XI - Miscellaneous

- A. This Agreement shall constitute the full and complete commitments between both parties and shall supersede any prior practices and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement or contract between the Board and a Unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreement to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provisions of this Agreement or any application of the Agreement to any Unit Member covered by this Agreement or group of Unit Members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- E. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that ratification by both parties precludes reopening of negotiations on the ratified Agreement.
- F. Copies of this Agreement shall be printed at the expense of the District and distributed to all Unit Members now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- G. Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the District are retained by it.

Article XII - Compensation

A. Health Insurance

- 1. The District shall contract for health insurance including major medical and dental provisions. Health insurance shall be available for those working twenty (20) hours or more per week and who apply.
- 2. The District shall pay eighty percent (80%) of the premium cost for individual, two person or family enrollment, the remaining cost of the plan will be paid by the employee.

B. Life Insurance

- 1. The District shall purchase a level term life insurance policy with a value of twenty thousand dollars (\$20,000) for each member of the unit. Eligible employees are those who are employed for twenty (20) or more hours per week.

C. Retiree Health Insurance

- 1. Retiree health insurance shall be available provided that:
 - a. The employee was a member of the plan during the last year of service; **and**
 - b. The employee has no less than twelve (12) years of District service at the time of retirement **and**
 - c. The employee has no less than fifty (50) accumulated sick leave days at the time of retirement.

The District will save harmless from the sick leave requirement employees who have experienced a catastrophic illness. Catastrophic illness is defined as a reasonable risk of loss of life such as heart attack, stroke, major cancer and the like. Upon determination of such catastrophic illness, the District agrees to count the actual number of days missed in determining eligibility for the health insurance benefit at retirement. In no case shall the number of days counted exceed the minimum number of days needed for this benefit.

- 2. Upon retirement, for an employee with at least twenty (20) years of District service, the District will pay eighty percent (80%) of the premium cost for the individual, two person or family enrollment throughout retirement service, or;

For an employee with at least twelve (12) years of District service but less than twenty (20) years of District service, the district will pay eighty percent (80%) of the premium cost for individual, two person, or family enrollment for the first three (3) years following retirement and beginning in the 4th year of retirement, and thereafter, will contribute a dollar amount equal to the District's fixed dollar amount contribution during the employee's third year of retirement.

3. Employees who do not meet the requirements of 1 above may continue their insurance with no contribution from the District.
4. Should the retiree predecease his/her spouse, the surviving spouse may continue participation in the health insurance program with a fifty percent (50%) contribution from the District.

D. Substituting For Teachers

If a teacher is to be out of a classroom for an emergency, a Teaching Assistant may be assigned by the Principal or designee to cover the class.

If a Teacher is to be out of a classroom for a planned absence, a Teaching Assistant may be assigned by the Principal or designee to cover the class. Teaching Assistants will be compensated at the rate of fifteen dollars (\$15.00) per hour, or seven dollars (\$7.00) above their regular hourly rate, whichever is greater, for thirty (30) minutes or more of class coverage calculated in increments of thirty (30) minutes of continuous coverage in a day.

E. Mileage Expenses

All mileage expenses incurred while on District-approved school business inside and outside of school district boundaries, shall be compensated at the per mile Internal Revenue Service rate as of July 1st of each contract year. Approved school business shall include a multiple-building assignment.

F. Tax Sheltered Annuities

Unit Members may participate in the tax sheltered program. The cost of administering the program shall be borne by the District to the extent that the District is able to service tax sheltered annuity accounts.

G. Employer Non-Elective Contribution to 403(b) Plan

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

H. Payroll Policy

1. Payroll checks will be distributed on alternate Fridays. Unit members shall be paid biweekly on a ten month basis.
2. At their option, Unit Members may specify an amount to be deducted from their pay for deposit to their account with the School Systems Federal Credit Union. All sums so deducted shall be deposited to the Unit Member's account in the Credit Union in a timely manner following each payroll.
3. Unit Members electing the above option will do so on forms provided by the District at least ten (10) days prior to the second scheduled payday.
4. Direct deposit will be made available for Unit Members at their option.
5. Upon adoption by the Guilderland Teachers' Association, and implementation by the District, each Unit Member shall have his/her paycheck directly deposited into a financial institution of the Unit Member's choice.

I. IRS Section 125 Plan

Unit members may participate in the Flexible Spending Plan (Section 125) offered by the District for Unreimbursed Medical and Dependent Care expenses. The District shall pay any administrative expenses for the plan.

J. Fingerprint Reimbursement

The District shall, upon submission of receipts by the Unit Member, reimburse all newly hired Unit Members the fee required by the State for fingerprint processing and clearance.

Article XIII - Duration of Agreement

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 BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Unless otherwise agreed, the provisions of this contract shall become effective on July 1, 2005 and shall continue until June 30, 2008 or until a successor agreement has been reached.

**The Guilderland Teachers' Association
(Guilderland Teaching Assistant Unit)**

The Guilderland Central School District

Wendy A. Mastrom 5-16-06
President, GTA

Gregory Kirdoh 5-16
Superintendent of Schools

Theresa M. Petronis 5-16-06
Negotiating Team Date

Elma M. Sprague 5-16-06
Negotiating Team Date

Mary C. Hubbard 5-16-06
Negotiating Team Date

Linda A. Cook 5-17-06
Negotiating Team Date

Colleen A. Myers 5-18-06
Negotiating Team Date

APPENDIX A
SALARY SCHEDULE

STEP	2005-06	2006-07	2007-08
1	8.70	8.85	9.00
2	8.85	9.00	9.15
3	9.04	9.19	9.30
4	9.28	9.38	9.53
5	9.46	9.63	9.73
6	9.69	9.81	9.99
7	9.97	10.06	10.18
8	10.20	10.35	10.43
9	10.37	10.59	10.74
10	10.62	10.76	10.98
11	10.80	11.02	11.16
12	10.97	11.22	11.43
13	11.32	11.39	11.63
14	11.40	11.75	11.81
15	11.61	11.83	12.19
16	11.96	12.06	12.27
17	12.12	12.41	12.50
18	12.33	12.58	12.87
19	12.61	12.80	13.05
20	13.04	13.09	13.27
21	13.51	13.53	13.57
22	13.93	14.03	14.20
23	14.33	14.46	14.55
24	15.45	15.90	16.35
25	16.73	17.25	18.00

Employees will advance to the next salary step annually upon September 1.
Employees hired after March 1 will advance on September 1 after one full year of employment.

<u>LONGEVITIES</u>			
Years	2005-06	2006-07	2007-08
5	.25	.30	.35
8	.75	.80	.85
12	1.25	1.30	1.35
16	1.75	1.80	1.90
20	2.30	2.35	2.45
25	2.70	2.75	2.85

In addition, Interpreters for the Deaf and Occupational and Physical Therapy Assistants are paid an annual salary and shall have salary improvements as follows:

- July 1, 2005:** Add 4.25% to the 2004-05 Base Salary
- July 1, 2006:** Add 4.25% to the 2005-06 Base Salary
- July 1, 2007:** Add 4.25% to the 2006-07 Base Salary

APPENDIX C

SICK LEAVE BANK

The District agrees to establish a Sick Leave Bank effective January 2000. The sick leave bank shall be established under the following understandings:

There shall be a Sick Leave Bank Committee consisting of three (3) Teaching Assistant representatives (one from each of the District's school levels appointed by the Teaching Assistant President and approved by the Representative Council) and two (2) District/Building (Principal, House Principal, Assistant Principal) Administrators appointed by the Superintendent. Approval of sick leave days will require four affirmative votes of the committee.

Each unit member may join the sick leave bank by contributing 5 non-returnable days within the first 30 days of any school year or within 30 days of employment in the bargaining unit. Whenever the bank falls below 100 days, the Committee will request voluntary contributions of up to 8 days from Sick Leave Bank members. If, at any time during a given school year, sufficient voluntary contributions are not received, the committee will assess all Sick Leave Bank members 1 day to be deducted from their accumulated sick leave accumulation. Members who have 10 or less days of personal sick leave will be exempt from this assessment.

A Sick Leave Bank member may only withdraw his/her membership in the bank during the first 30 days of any school year and will be required to submit written notification of withdrawal to the Administrator for Human Resources. After withdrawing membership, unit members may rejoin the sick leave bank by contributing 5 non-returnable days during the first 30 days of any school year following the year in which they withdrew their membership.

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

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

Prior to, or no later than concurrent with, the submission of the request for additional sick leave, the unit member shall provide the Committee with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, it deems necessary, as well as the right to have the unit member examined by a District appointed Medical Doctor.

If the additional sick leave is granted by the Committee, said additional leave shall not exceed 60 days by any one member in any one school year. At no time may the number of days granted by the committee exceed the number of days in the sick leave bank.

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

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

If the Sick Leave Bank begins operation other than in September, an appropriate time line for initially joining the Sick Leave Bank will be developed.

APPENDIX D

MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT, entered into as of the 24 day of May, 2005, by and between the Guilderland Central School District ("Employer") and the Guilderland Teachers' Association (Guilderland Teaching Assistant Unit (the "Association")), does hereby amend the terms of the existing Handbook of Benefits that governs the employment relationship between Employer and the Association as follows:

Effective June 1, 2005, the Employer and Association agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

1. No Cash Option

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. Contribution Limitations

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

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

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-Elective Contribution (which Contribution shall not exceed the maximum

¹Explanation for TRS Categories: Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier 1 member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as a compensation prior to December 31 of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-Elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-Elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. 403(b) Accounts

Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life and Annuity Company, in the name of the employee.

4. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
5. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
6. The employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participants Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
7. Employer Non-Elective Contribution Equal to Termination Pay
- The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Non-Elective Contribution shall equal the accumulated leave days (Termination Pay) benefit which is specified in Article X, Leave, Section G titled "Unused Sick Leave Retirement Benefit" of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

For the Employer

For the Association

By: s/Neil J. Sanders
Dated: 5/25/05

By: s/Wendy A. Mastoras
Dated: 5/20/05

