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Union: **Guilderland Teachers Aide Association, National Education Association of New York (NEA/NY)**

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AID/ 8801

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE

GUILDERLAND CENTRAL SCHOOL DISTRICT

AND THE

GUILDERLAND TEACHER AIDES

ASSOCIATION, NEA/NY



FOR THE PERIOD

JULY 1, 2004 - JUNE 30, 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1

RECOGNITION

1.1 Recognition Clause

- 1.1.1 The Guilderland Central School District ("District") recognizes the Guilderland Teachers' Aide Association ("Association") in affiliation with the National Education Association of New York ("NEA") as the exclusive bargaining agent for a unit consisting of full-time and part-time Teacher Aides and Monitors, excepting those holding positions in the Transportation Department, for the maximum period permitted by law.

ARTICLE 2

ASSOCIATION RIGHTS

2.1 Deduction of Union Dues

- 2.1.1 There shall be deducted from the wages of employees who are members of the Association the amount equivalent to the dues levied by the Association deducted in equal amounts from twenty (20) consecutive paychecks beginning with the first paycheck for Aides and Monitors and such sum shall be transmitted to the Association provided however, this shall only occur when the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of the Agency Shop fee deduction which represents the employee's prorata share of expenditure by the Association in aid of political or ideological activities only incidentally related to terms and conditions of employment.

2.2 Agency Shop Deduction

- 2.2.1 The District hereby agrees to take, from the wage and salary of every non-member in this negotiating unit, an agency shop fee education in the amount of dues levied by the National Education Association of New York, and to transmit said sums in a separate check to the local Association Treasurer.
- 2.2.2 The District agrees to send a list containing the names, addresses, social security numbers, department employed by and dollar amount paid of those agency shop fee employees along with the separate agency shop fee.

2.3 Officers Release Time

- 2.3.1 The District agrees to allow the following during working hours, on school district premises, without loss of pay, up to a maximum of five (5) hours per week for the President or designee (officer):
1. Post Association Notices.
 2. Distribute Association literature.
 3. Transmit communications, authorized by the Association or its officers, to the Board of Education or its representatives.
 4. Consult with the Board or its representative, Association officers or other NEA representatives concerning enforcement of any provisions of this Agreement.
- 2.3.2 The Superintendent shall grant to the President or designee of the local Association, three days per year to attend conferences, delegate meetings, attend functions of local, state and national NEAs. Requests for such leave must be submitted forty-eight (48) hours, where possible, in advance of the leave to be taken. The local Association shall reimburse the District for any substitute costs necessary as a result of the above leaves.

2.4 Access to School Premises

- 2.4.1 Officers or other representatives of the Association shall be permitted to visit the school premises for the purpose of investigating and processing grievances provided that they do not interfere with normal work activities. Any officer or representative desiring to visit the school premises shall first notify the building principal.

2.5 Right to Post Notices

- 2.5.1 The Superintendent shall make a bulletin board available at each building where employees, as defined under Article 1, are employed, a portion of which shall be for the exclusive use of the Association.

2.6 Labor-Management Committee

- 2.6.1 A meeting of the Superintendent or his/her designee with representatives of the Association, for purposes of improving communications, will be held at a time to be mutually agreed upon. Areas of discussion may be:
- a. Contract administration
 - b. In-service training
 - c. Other appropriate matters of mutual concern

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Management Rights

- 3.1.1 Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the School District are retained by it including, but not limited to, the right to determine the facilities, methods, means, and number of personnel required for conduct of district programs; to administer the personnel 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.
- 3.1.2 Except as otherwise expressly provided by the terms of this agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the staff are vested exclusively in the Board or in the Superintendent as delegated by the Board.
- 3.1.3 This contract shall take precedence over any existing policy. The Board shall neither make nor enforce any policy which is inconsistent with this agreement.
- 3.1.3 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 consistently with the free exercise of rights reserved to the District in Article 3.1.1 shall prevail.
- 3.1.4 The parties agree that unit work may be offered to individuals working in other units within the building provided that a first refusal will be offered to unit members within the building

for such work on an annual basis. Further, employees in other units will be permitted to act as substitutes for absent employees within the unit provided that unit members are offered first refusal for such substitute work when practical. In these cases, the District will agree to pay no less than step two (2) of the salary schedule for such unit work.

ARTICLE 4

STRIKE PROHIBITION

4.1 Strike Prohibition

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

ARTICLE 5

MEMBERSHIP PRACTICES

5.1 Non-discrimination Policy - Association

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

5.2 Non-discrimination Policy - Board of Education

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

5.3 Membership

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

5.4 Freedom from Reprisals

- 5.4.1 Employees may join or refrain from joining and taking an active role in the activities of the Association without fear of any kind of reprisals from the District, its agents or the Association.

ARTICLE 6

SENIORITY, LAYOFF, RECALL

6.1 Definition of Seniority

- 6.1.1 Seniority shall be defined as an employee's length of service commencing on the date of last hire. In the event that two or more Teachers Aides, Cafeteria Monitors, or Hall

Monitors have the same date of hire, they shall be identified by the date and ranking on the Board resolution appointing them as a Teacher Aide, Cafeteria Monitor, or Hall Monitor.

- 6.1.2 An employee on an approved medical leave of absence without pay (including maternity leave) shall continue to accrue seniority during the leave if such leave is less than one (1) year in duration. Time spent on Workers Compensation leave will be considered as time worked for all purposes, including but not limited to step increments, longevity and seniority.

6.2 Seniority Lists

- 6.2.1 The employer agrees to maintain the following seniority rosters:

- A. District wide seniority list by job classification
- B. District wide seniority list of all employees covered by this bargaining unit.
- C. A build seniority list for each job classification.

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

6.3 Layoff and Recall

- 6.3.1 In the event a layoff in a position covered by this agreement is to occur, the District will meet with the Association prior to such reduction becoming effective.

- 6.3.2 In the event of a reduction in force, employees shall be laid off based on District seniority within the following categories:

- a. Cafeteria Monitors - Middle and High School
- b. Cafeteria Monitors - Elementary Schools
- c. School/Hall Monitors - Middle and High School
- d. School/Hall Monitors - Elementary School
- e. Teacher Aides - Middle and High School
- f. Teacher Aides - Elementary Schools

- 6.3.3 Those employees with the least District seniority within these categories shall be laid off first and so on and so forth.

- 6.3.4 Employees laid off shall retain the right to recall within these categories for two years. Recall shall be based on direct order of seniority and notice of recall shall be by registered letter to the last address on record. Within three (3) business days after receipt of such notice, the employee must notify the employer by registered letter, telegram, or in person of their intent to return to work. Said employee must actually report to work within twenty-one (21) calendar days of their notification date unless the Administrator for Human Resources approves an extension of reporting date. If the employee fails to comply with the above provisions, they shall lose all seniority rights under this agreement and shall be considered a voluntary termination.

- 6.3.5 In the event of a reduction in hours within a building and within a category as set forth in section 6.3.2, the District shall make every effort to effect such reduction based upon seniority within the building and within the category provided that the District retains the authority to effect such reductions for cause.

ARTICLE 7

VACANCIES, JOB POSTINGS, PROBATIONARY APPOINTMENT

7.1 Probationary Period

- 7.1.1 The probationary period upon initial employment or 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. The supervisor shall, from time to time during the probationary term, discuss with the probationer their job performance and progress. If the performance of the probationer is not satisfactory, their employment may be terminated after eight (8) weeks or after the extended period. Written notice must be given to the probationer at least one (1) week prior to such termination and, upon request, they shall be granted an interview with the appointing authority.

7.2 Job Postings

- 7.2.1 Vacant positions shall be posted for a period of five (5) working days in a conspicuous place in each school building. Employees interested must apply within these five (5) working days.
- 7.2.2 First consideration will be given to unit members who apply by the posted date prior to interviewing applicants outside the bargaining unit. It is understood that the District is under no obligation to appoint unit members to posted positions.
- 7.2.3 The District will make a mailing of 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 while they are absent, on vacation, or on sick leave.
- 7.2.4 Extra copies of all job postings will be provided to the President of the Association or designee for posting in places provided for the Association bulletins. Notices must be posted by the President within two (2) working days of receipt.

7.3 Personnel Files

- 7.3.1 Employees, upon arranging an appointment through the Personnel Office and with reasonable advance notice, will have the right to review their personnel file; a copy of any derogatory material placed in the file must be sent to the employee for their review. The employee will initial and date the document indicating only that they have received the document and that they have had the opportunity to review it with the express understanding that the initial in no way indicates agreement with the contents of the document; the employee shall also have the right to submit a written response to such material which shall be attached to the file copy.

7.4 Summer Positions Notification

- 7.4.1 District summer positions will be posted with job information internally within a reasonable length of time of position determinations. The Association President or designee will be notified of summer work opportunities prior to the District and community distribution of such information.

ARTICLE 8

WORKING SCHEDULES AND CONDITIONS

8.1 Work Day/Work Year

- 8.1.1 The work year for Aides and Monitors shall be 194 days unless otherwise designated on the annual Salary Notice. Up to six days with pay may be added to the work year of all unit members.
- 8.1.2 Teacher Aides and Monitors will be paid their regularly scheduled hours on days when schools are closed due to inclement weather or emergency school closing. If make-up days are required, Teacher Aides and Monitors will be expected to work without additional compensation.
- 8.1.3 All work performed by full and part time Aides and Monitors in excess of their regular scheduled hours must be approved by the building principal or designee.
- 8.1.4 The District shall attempt to find substitutes, if possible, for absent aides and monitors. In the event an employee is requested to work beyond their regular shift, overtime will be paid in accordance with Article 8.2.

8.2 Overtime

- 8.2.1 If a Teacher Aide or Monitor is approved to work beyond their normal work day, they shall be compensated at their regular hourly rate until such time as the employee's weekly hours exceed thirty-seven and one-half (37.5) at which time they 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.
- 8.2.2 In lieu of salary compensation, a Teacher Aide or Monitor may accept Compensatory Time off equal to the time equivalent of salary compensation. Such time must be used within the school year the time is earned. Due to extenuating circumstances, the Administrator may approve the carry over of Compensatory Time Off into the next school year. If approved, such time must be used within the first semester of that school year.

8.3 Suspension

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

8.4 Evaluation

- 8.4.1 Teacher Aides, Cafeteria Monitors and Hall Monitors will be evaluated per the process and forms in Appendix "C".

8.5 Out of Classification Work

- 8.5.1 When employees are assigned out of their classification, they shall receive pay at the rate of the higher classification.

ARTICLE 9
COMPENSATION

9.1 Salary Schedule

9.1.1 The salaries of employees covered by this agreement shall be based upon the salary schedule attached hereto. (Appendix "A")

9.2 Longevity

9.2.1 All employees shall become eligible for longevity payments in accordance with eligibility rules listed below and the rate of payment in accordance with the schedule attached hereto. (Appendix "A")

Step One: Five (5) years of continuous service in the District

Step Two: Ten (10) years of continuous service in the District

Step Three: Fifteen (15) years of continuous service in the District

Step Four: Twenty (20) years of continuous service in the District

Step Five: Twenty-five (25) years of continuous service in the District

9.2.2 All unit members completing thirteen (13) months of district service shall receive a one time, non-cumulative payment of \$200.

All unit members completing thirty-seven (37) months of district service shall receive a one time, non-cumulative payment of \$400.

Payment shall be made on or near October 15.

9.3 Payroll Policy

9.3.1 Pay checks will be computed on an hourly basis. Base Pay will be paid on a current basis for all employees upon appointment by the Board. Base pay is defined as one's assigned schedule for a pay period. Adjustments and overtime will be made in the next following paycheck. The business office shall provide a duplicate work sheet to the employee.

9.3.2 The employee will be notified of any changes to their pay or time card by their immediate supervisor prior to the card being forwarded to the payroll section for processing. Supervisors will make every effort to notify employees of any changes to be made in the time card, personally, before the card is forwarded for payroll processing. If it is not possible to do so then they will contact the employee at some time prior to the issuance of the paycheck.

9.3.3 Payroll checks will be distributed on alternate Fridays. All Teacher Aides and Monitors will be paid on a ten month basis.

9.3.4 The District shall provide for direct deposit of employee's paychecks.

9.3.5 A committee will be established to research the feasibility of a IRS Section 125 plan provided that a plan if implemented will be at no additional cost to the District.

9.4 Mileage Expenses

- 9.4.1 All mileage expense incurred while on District approved school business inside and outside 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.

ARTICLE 10

HOLIDAYS, VACATIONS, ABSENCES, LEAVES

10.1 Sick Leave

- 10.1.1 Teacher Aides and Monitors 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 as defined under the personal leave provisions of this agreement. In extenuating circumstances, additional days may be approved by the Superintendent 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.
- 10.1.2 Employees leaving the service of the school district for reasons other than termination will, if they have used more sick leave than accrued, be required to pay back the district all sick leave used but not earned.
- 10.1.3 Sick leave will be taken in not less than one (1) hour increments and deducted in one (1) hour increments for each hour, or portion thereof, used.
- 10.1.4 Employees shall be notified, not later than November 1 of each year, of the number of accumulated sick leave days credited to them.
- 10.1.5 The District reserves the right to require proof of illness for five (5) consecutive days or more of absence 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.
- 10.1.6 Employees shall be required to notify their supervisors as soon as they know they will not be able to report to work.
- 10.1.7 Unused sick leave shall be cumulative to two hundred and fifty (250) days.
- 10.1.8 Effective July 1, 2001, members of the unit will be paid for unused sick leave upon retirement provided they have been employed with the district for not less than fifteen (15) continuous years and have a minimum of 125 days of accumulated sick leave at the time of retirement. The days shall be paid at 20% of their value at the time of retirement.

10.2 Personal Leave

- 10.2.1 Personal leave will be credited to Teacher Aides and Monitors at the beginning of each month earned at the rate of a half day (.5 time the number of hours of the employees regular work day) per month not to exceed five (5) days per year. At the end of one (1) continuous year of service, personal leave will be credited at the beginning of the school year.
- 10.2.2 Personal leave may be taken in increments of two (2) hours.
- 10.2.3 Up to five (5) days of personal leave, if unused, will be credited to the employees sick leave accumulation providing that the total sick leave accumulation does not exceed two hundred and fifty (250) days.
- 10.2.4 Additional days may be granted for personal leave due to extenuating circumstances. Such circumstances must be approved by the Superintendent or designee, and, if approved, will be deducted from the employees accumulated sick leave.
- 10.2.5 Personal leave shall not be granted for the day preceding or the day following holidays or school recess except at the discretion of the Superintendent or designee, and in which case, the reason for the requested leave must be specified in advance.
- 10.2.6 Personal leave must be applied for in writing, on the appropriate form, at least twenty-four (24) hours in advance of the commencement of the same through the employee's immediate supervisor. Only in extenuating circumstances and for approved reasons will such leave be granted without such prior approval. Personal leave shall used for only the following reasons:
- a. Religious Observance
 - b. Legal business and/or court action
 - c. Emergency business affairs which can be conducted only during the regular work day and for which either a written reason must be stated, or in the event the reason is of a sensitive nature to the employee, an oral explanation must be given to the Superintendent or designee, if requested.
- 10.2.7 Employees will have the option of using personal leave time for legitimate reasons on days that students are not in school.

10.3 Bereavement Leave

- 10.3.1 A maximum of three (3) days leave shall 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 and daughters, parents and brothers or 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, and foster parents. Bereavement leave shall be noncumulative. Employees shall be entitled to bereavement leave equal to the number of working hours in the employees regular work day.
- 10.3.2 Due to extenuating circumstances, additional days may be granted and deducted from the employees accumulated sick leave.

10.4 Personal Leave of Absence

- 10.4.1 A leave of absence without pay for up to one (1) year may be approved by the Superintendent for those Teacher Aides or Monitors who have completed no less than one (1) year of satisfactory service. A second year may be granted at the discretion of the Superintendent. Seniority will be retained but will not be accrue during such leave.
- 10.4.2 The Teacher Aide or Monitor on leave shall notify the Administrator for Human Resources of their intention to return at least sixty (60) days in advance of their return. Every effort will be make to place the employee in an available position hours equal to 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.
- 10.4.3 Teacher Aides or Monitors granted a leave of absence without pay shall have the option of continuing in the health insurance program at full cost to the employee.

10.5 Parental Leave

- 10.5.1 Parental leave shall be granted to Teacher Aides or Monitors for 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. Parental leave shall also be granted upon appropriate application for the purpose of legal adoption. The employee on parental leave shall notify the Administrator for Human Resources of their intention to return thirty (30) days in advance of the return to employment date.
- 10.5.2 Teacher Aides or Monitors on parental leave shall have the option of continuing in the health insurance program at full cost to the employee.

10.6 Jury/Military Duty

- 10.6.1 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 amount received for jury duty.
- 10.6.2 Employees shall be paid their salary or other compensation for any and all periods of absence while engaged in the performance of ordered military duty not exceeding a total of thirty (30) calendar days or twenty-two (22) working days whichever is greater, in any one calendar year and not exceeding thirty (30) calendar days or twenty-two (22) workdays, whichever is greater, in any one continuous period of such absence.

10.7 Superintendent's Contingent School Recess Day

- 10.7.1 So long as the Superintendent's Contingent School Recess Day remains part of the official school calendar, unit members will receive their base hours on that day.

10.8 Illegal Absence

- 10.8.1 Employees illegally absent from work for a period of ten (10) consecutive work days will be considered terminated.

10.9 Holidays

- 10.9.1 Teacher Aides and Monitors shall be entitled to eleven (11) paid holidays as determined by the official school calendar. To qualify for holiday pay, the employee must work the last day preceding the holiday and first day following the holiday unless prevented by illness (certified by the employee's physician), paid personal leave or a bereavement leave day. The District reserves the right to require certification of illness by a licensed physician of its own choosing, in which case, it will pay the cost of such certification.

10.10 Attendance Incentive

- 10.10.1 Any employee at the completion of the work year (June 30th), who has two or less equivalent full days *absences for that prior year shall be eligible for receiving an option of 1) their daily rate of pay times up to three (3) unused personal leave days or 2) up to three (3) personal leave days credited to the employees sick leave accumulation per Article 10.2.3. Part-time employees' two (2) days absences will be equal to the number of working hours assigned to their position. *Bereavement will not be included in the above calculation.

ARTICLE 11

INSURANCE AND RETIREMENT

11.1 Health Insurance

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

11.2 Term Life Insurance

- 11.2.1 The District will provide a \$10,000 term life insurance policy for each employee working twenty (20) or more hours per week. Coverage will be at the employee's option.

11.3 Retirement Insurance

- 11.3.1 Retiring employees who were members of the District Health Insurance Program during their last year of service may continue in the plan and the District will contribute up to \$2,100 per year toward the annual premium with the retired employee paying the balance of the premium so long as the following eligibility criteria have been satisfied:

- a. The employee has no less than 12 years of District service; and
- b. The employee has a minimum of 125 sick leave days at retirement.

The District's annual contribution shall be improved from \$1,575 to \$2,100.

- 11.3.2 The District will save harmless from the sick leave requirement, employees who have experienced a catastrophic illness. Catastrophic illness is defined as reasonable risk of loss of life such as heart attack, stroke, major cancer and the like. For purposes of this provision, sick leave day and years of service shall be defined as a day or year of service as determined by the individual employee's assigned work day or year. The District agrees to review, upon request, an employee's records and convert sick leave for the purposes of this provision.

- 11.3.1 Retiring employees will be guaranteed the privilege of continuing the health and dental insurance program at full cost to the employee.

11.4 N.Y.S. Employees Retirement

- 11.4.1 The Board shall contract with the New York State Employee Retirement System for the non-contributory "20 Year Career" plan (Section 75I) and the application of 165 days unused sick leave as additional service credit upon retirement (Section 41J and 341J). Effective July 1, 1974, the Board will contract for the maximum death benefit plan (Section 60b and 360b).

11.5 Tax Sheltered Annuities

- 11.5.1 Teacher Aides and Monitors 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.
- 11.5.2 Effective July 1, 2001 or as soon thereafter as can be arranged, members of the unit shall be permitted to participate in the District's IRS Code Section 125 Plan for the purpose of deducting health insurance premiums, un-reimbursed medical expenses and child/family care expenses.

ARTICLE 12

PROFESSIONAL IMPROVEMENT

12.1 In service

- 12.1.1 Training required by the District of a Teacher Aide or Monitor.
- 12.1.2 Training requested by a Teacher Aide or Monitor.
- 12.1.3 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.
- 12.1.4 In the case of Teacher Aide or Monitor requested training, employees may request to participate in an in-service training program to maintain or update skills related to their individual assignment as a Teacher Aide or Monitor. The recommendation of the building principal and written approval of the Administrator for Human Resources is required prior to the employee's attendance at the requested training. Such training shall be compensated at the rate of \$7.00 per clock hour beyond the employee's regular work hours providing the employee has met all the requirements of the course and their performance has been determined satisfactory by the instructor of the course.

12.2 Continuing Education

- 12.2.1 Teacher Aides or Monitors 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 for Human Resources is required for such courses to be eligible for compensation. Such compensation for approved courses shall be up to \$25.00 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.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Preamble

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

13.2 Definitions

- 13.2.1 Employee shall mean any person covered by this agreement.
- 13.2.2 Employer shall mean the individual designated by the district to review and resolve grievances.
- 13.2.3 Association or Union shall mean the Teacher Aides and Monitors Association.
- 13.2.4 Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the employer, or those matters affecting employees' health or safety through physical facilities, materials or equipment furnished to the employees or supervision of employees.
- 13.2.5 Immediate Supervisor shall mean the employee at the level of authority in the District wherein the grievance exists and who normally assigns and supervises the employee's work.
- 13.2.6 Days shall mean all days other than Saturday, Sunday and Holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

13.3 Rights of the Parties

- 13.3.1 A hearing with the Administrator for Human Resources and Association representatives will be provided within five (5) working days of an individual's suspension or dismissal if requested by the affected employee.
- 13.3.2 The District's decision cannot be further appealed through the grievance procedure.

13.4 Rights of the Grievant

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

13.5 Rights of the Association

- 13.5.1 The Association shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
- 13.5.2 The Association shall have the right to submit briefs to support or refute the allegation of any party in a grievance.
- 13.5.3 The Association may have an observer at any hearing, conference, meeting held under this procedure where it would not be otherwise represented and shall be given reasonable notice of the time, date, place of hearing, conference or meeting.
- 13.5.4 The Association may file a grievance in its own name.

13.6 Mutual Rights

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

13.7 Step One

- 13.7.1 An employee(s) who claims to have a grievance shall present their grievance to their immediate supervisor in writing within twenty (20) days of its occurrence or when the employee becomes aware of it.
- 13.7.2 The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days. After the request for the meeting they shall render a decision in writing within three (3) days thereafter, a copy of which is sent to both the employee and representative.

13.8 Step Two

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

13.9 Step Three

- 13.9.1 The aggrieved party if not satisfied with the decision at Step two, may, within five (5) days, request in writing, a hearing before the Superintendent of Schools. Such request shall set forth all details of grievance and all decisions rendered at Steps one and two of this procedure. The requested hearing shall be held within ten (10) days after it is received and a decision shall be made within five (5) days thereafter, copies of the decision to the aggrieved party and representative.
- 13.9.2 The aggrieved party may select either Step four or Step five within ten (10) days if not satisfied with the decision at Step three. Once the aggrieved party selects and processes the grievance through either Step four or Step five, they waive the right to select the other step.

13.10 Step Four

- 13.10.1 The aggrieved party may appeal an unsatisfactory decision at Step Three to the district Board of Education. The decision arrived at shall be final and binding upon both parties to the agreement.
- 13.10.2 The Board of Education shall hold a hearing within twenty (20) days and shall render a decision with ten (10) days after the hearing has been concluded.
- 13.10.3 The Board of Education shall have no power to add to, subtract from or change any of the provisions of this agreement, nor to render any decision which conflicts with a law, regulation, directive or ordinance.

13.11 Step Five

- 13.11.1 The Association may appeal an unsatisfactory decision at Step Three that may be defined as an alleged violation of the application, meaning, or interpretation of this agreement to arbitration by written notice to the Public Employees' Relations Board. No grievances may be filed regarding the dismissal of an employee.
- 13.11.2 The parties shall be bound by the rules of the Public Employees' Relations Board.
- 13.11.3 The decision of the arbitrator shall be final and binding upon the parties.
- 13.11.4 The arbitrator's decision shall be in writing and will set forth the findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision regarding the dismissal of an employee or which is in violation of the terms of this agreement, nor shall the arbitrator have the authority or jurisdiction to add to, detract from, or in any way alter the provisions of this agreement.
- 13.11.5 The cost for the services of the arbitrator will be borne equally by the district and the Association.

13.12 Rules

- 13.12.1 All grievances shall be presented in accordance with procedures outlined in Article 13.
- 13.12.2 An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose their own representative or appear alone in a grievance or appeal proceeding. The Association may be permitted entrance as observers to all such proceedings; upon request; the Association will be provided with the decisions surrounding the case.
- 13.12.3 The grievance procedure provided in this agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this agreement or any policy concerning wages, hours, and other terms and conditions of employment, except as otherwise provided herein.
- 13.12.4 Employees shall not leave their assigned duties to discuss or process grievances unless they have requested and received permission to do so from their supervisor. The employee shall notify their supervisor that he/she wishes to enter a grievance. They shall be granted reasonable time to meet with an officer or representative of the Association for the purpose of entering such grievance.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Waiver Clause

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

14.2 Severability Clause

14.2.1 If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

14.2.2 If a determination or decision is made as per 14.2.1 of this article, the original parties to this agreement shall convene for purposes of negotiating a satisfactory replacement for such article or part thereof.

14.3 Statutory Clause

14.3.1 **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.**

14.4 Duration of Agreement

14.4.1 This agreement shall take effect as of July 1, 2004, and shall remain in full force and effect until June 30, 2010. The parties agree to commence negotiations for a successor agreement on or about September 1, 2009 or as soon as practicable thereafter.

For the Guilderland Teachers
Aides Association

For the Guilderland Central
School District

Shirley A. Capriello
Beverly J. Simmons
Roy Fiedler
Wanda Salloumian
Linda A. Corlino

Susan P. Dugan
Wendy E. Dugan

Date January 20, 2006

Date January 20, 2006

APPENDIX A

Guilderland Teacher Aides Association, NEA/NY SALARY SCHEDULE

Step	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
1	\$ 7.60	\$ 7.69	\$ 7.78	\$ 7.87	\$ 7.96	\$ 8.05
2	7.90	7.99	8.08	8.17	8.26	8.37
3	8.22	8.31	8.40	8.49	8.58	8.69
4	8.54	8.63	8.72	8.82	8.92	9.04
5	8.87	8.97	9.07	9.17	9.27	9.39
6	9.19	9.29	9.39	9.49	9.59	9.71
7	9.51	9.61	9.72	9.83	9.94	10.07
8	9.83	9.94	10.05	10.16	10.27	10.40
9	10.15	10.26	10.37	10.48	10.60	10.74
10	10.47	10.59	10.71	10.83	10.95	11.09
11	10.79	10.91	11.03	11.15	11.27	11.42
12	11.11	11.23	11.35	11.47	11.60	11.75
13	11.43	11.56	11.69	11.82	11.95	12.11
14	11.76	11.89	12.02	12.15	12.28	12.44
15	12.40	12.54	12.68	12.82	12.96	13.13
Off Step	2.95%	2.95%	3.00%	3.00%	3.00%	3.00%

LONGEVITY

Years	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
5	\$.60	\$.65	\$.70	\$.75	\$.80	\$.85
10	.90	.95	1.00	1.05	1.10	1.15
15	1.10	1.15	1.20	1.25	1.30	1.35
20	1.50	1.55	1.60	1.65	1.70	1.75
25	1.60	1.65	1.70	1.75	1.80	1.85

GUIDELINES FOR AIDES/MONITORS PERFORMANCE REVIEW

Performance Review

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

