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AGREEMENT
BETWEEN
SUPERINTENDENT
OF
GLENS FALLS CITY SCHOOL DISTRICT
AND
GLENS FALLS SUPPORT STAFF ASSN

JULY 1, 2003 - JUNE 30, 2006

MISSION STATEMENT

The mission of the Glens Falls City School District is to provide a safe, positive and stimulating environment - one that fosters self-growth, a passion for continuous learning, confidence and the ability to succeed in a changing world.

We promote excellence through high expectations and evolving standards for students, staff, parents and community. The challenge is to reach personal best while respecting each person's individuality.

We make it our responsibility to be accountable for the implementation of this mission and to model behaviors that are influential to the character as well as the mind.

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ARTICLE I **RECOGNITION**

The Glens Falls City School District recognizes the Glens Falls Support Staff, an affiliate of the Glens Falls Teachers Association, as the sole and exclusive bargaining representative for all full-time and part-time School Lunch Monitors, Teacher Aides, Teacher Assistants, Computer Lab Assistants, Typists, Senior Typists, Senior Stenographers who are on either permanent or probationary status, excepting those employed at the Glens Falls City School District Administration Building whose positions are excluded.

ARTICLE II **DEFINITIONS**

Association means Glens Falls Support Staff.

Superintendent means the Superintendent of Schools of the Glens Falls City School District.

School District means the Glens Falls City School District.

Employee shall mean any employee of the school district who is covered under the Recognition Agreement Article I.

Full-time employee shall be defined as those employees who have been appointed by the Board and who work six or more hours per day.

Part-time employees shall be defined as those employees who have been appointed by the Board and who work less than six hours per day.

ARTICLE III

GRIEVANCE PROCEDURE

Definitions

1. A grievance is a complaint by an employee of a claimed violation of this Agreement. A grievance must be filed within twenty-five (25) days of the occurrence giving rise to the grievance.
2. Immediate Supervisor shall mean the Building Administrator who exercises direct control over the employee.
3. Grievance Committee shall mean the committee designated by the Association.
4. Days shall mean school district workdays.

Procedure

Step 1

The grievant shall first discuss the matter with the immediate supervisor in an attempt to identify and resolve the problem.

Step 2

If the problem is not resolved informally by the immediate supervisor in Step 1 and the grievant wishes to continue the grievance, the matter must be presented in writing to the immediate supervisor within five (5) days of the informal conference in Step 1. The Grievance Committee may act for the grievant in presenting the matter at any stage of the procedure. The grievant shall be notified in writing, within ten (10) days of the date of the submission of the written grievance of the immediate supervisor's decision. In the event the grievant is not satisfied with the decision reached at Step 2, the grievant may appeal such decision in writing to the Director of Business Affairs within ten (10) days of the receipt of the decision at Step 2.

Step 3

Within ten (10) days of the receipt of an appeal from Step 2, the Director of Business Affairs will meet with the grievant and/or the Grievance Committee. The grievant shall be notified in writing within ten (10) days of the meeting with the Director of Business Affairs of his/her decision in the matter.

Step 4

In the event the grievant is not satisfied with the decision reached at Step 3, the grievant may appeal such decision in writing to the Superintendent of Schools within ten (10) days of the receipt of the decision at Step 3.

Step 5

The Superintendent of Schools shall hold a conference on the grievance within ten (10) days of the receipt of the appeal. The Superintendent shall issue his/her decision on the grievance in writing ten (10) days after the conference. A copy of the decision will be sent to the grievant and to the Association President.

Step 6

If the Association does not agree with the decision rendered at Step 5, the Association may submit the grievance to binding arbitration. The Association will notify the Superintendent within twenty (20) days of its decision to proceed to arbitration. The American Arbitration Association will be utilized and all costs will be borne equally by the parties.

General Procedures

1. Nothing in this procedure shall prevent a grievant from withdrawing his/her grievance at any step of the procedure.
2. The failure to appeal a decision from one step to the next shall be a waiver of any further grievance processing under this procedure regarding this issue at hand.
3. All written grievances shall be filed and processed on the form attached.
4. The time limits herein may be modified only by the mutual agreement of the grievant and/or Association and the District.

ARTICLE IV
PAY DATES

All personnel covered by this Agreement will be paid on a biweekly pay schedule.

ARTICLE V
PROFESSIONALISM

The Board and the Association agree to a continuation of the Professional Committee composed of representatives of the Association and the Administration to evaluate and develop recommendations concerning the following:

1. Orientation and In-Service Program - It is agreed that the Association and the School District (Building Principal) will cooperate in the orientation of new employees. It is further agreed that a committee of the Association and the School District will plan and carry out in-service programs to be held on Superintendent's Day(s) or when deemed necessary for the good of the program.
2. Information Meetings - The Association Building Representatives and the Business Director will hold periodic information meetings designed to familiarize personnel covered by this Agreement with general information as well as advanced planning which relates to the School District. The meetings will not be scheduled on a regular basis but may be called at a time which is mutually agreed upon.
3. The Association will be notified of any new employee or of any employee changing job category along with the level of pay, who are or would be covered under this Agreement.
4. Prior to the beginning of each school year a list containing the names and addresses of all unit members, their building and assignments will be forwarded to the president of the GFSRPA.
5. An up-to-date seniority list with the name, length of service dates and assignment of each employee shall be furnished to the association every six (6) months.

ARTICLE VI

HOLIDAY SCHEDULE

It is agreed that the Board of Education will consider the following as holidays for eligible employees covered under this Agreement:

Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	New Year's Eve Day
New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Good Friday	Memorial Day

When a holiday falls on a Saturday or Sunday, it shall be observed on the Friday or Monday. The dates stated above may be altered if they interfere with the school calendar as adopted by the Board of Education.

ARTICLE VII

VACATION ALLOWANCE

1. It is agreed that all 12-month employees covered by this Agreement shall be granted vacation on the following basis: less than one year's service, one day per month of full-time employment, with a total days not to exceed ten (10). Each employee who has completed 1-6 years will be entitled to ten (10) days vacation; 7th through 8th full year of service will be entitled to fifteen (15) days vacation; one day per year starting in the 9th year to a maximum of twenty-two (22) days.
2. Further, it is agreed that employees who are entitled to vacations of three or four weeks will take at least five (5) days of the entitlement during the months of July and August of the year of entitlement. Those employees who are entitled to three (3) or four (4) weeks vacation will, in addition to the five (5) days during July and August, also take the remaining vacation entitlement at a time in which school is not in session.
3. All 12-month employees with more than ten days of vacation allowance will be allowed to take up to 5 days when school is in session, but will not to extend a holiday or vacation period. The approval of their immediate supervisor is necessary.

4. Any variation in the scheduling of vacations beyond that which is described above must be approved by the Superintendent. No vacation entitlement will be carried beyond July 1 following the year the vacation was earned.
5. Unpaid vacations will not be allowed for any employee covered under this Agreement.
6. In the event the District requires the reduction of a twelve (12) month position to an eleven (11) month position, the employee whose work year is reduced by the District will retain his/her twelve (12) month vacation benefit for a period of two (2) years after the reduction. Any employee who requests and is granted a reduction in his/her work year from the District is not covered by this clause and does not retain any vacation benefit.
7. Unused vacation days will be added to the sick leave accrual.

ARTICLE VIII

ABSENCES

1. Sick Leave

- 1.1 Full-time employees who are on a 10-month contract will be granted eleven (11) days of sick leave annually, unlimited accrual.
- 1.2 Full-time twelve-month employees will be granted fourteen (14) days of sick leave annually, unlimited accrual.
- 1.3 Part-time employees will be granted eleven (11) days per year, unlimited accrual.
- 1.4 Full pay for sick leave will be granted when absence from employment is necessary and due to:

1.4.1 Personal Illness

Illness in the employee's immediate family (immediate defined as members of the family residing in the employee's residence) at a rate not to exceed more than five (5) days per year. This provision does not include leave for immediate family outside of the employee's residence. The Superintendent may approve, upon written request from the employee, leaves covering extenuating circumstances not covered in the above. Such request must be submitted prior to the absence.

If the school district considers the absences of an employee to be excessive, the immediate supervisor will discuss the issue with the employee in an attempt to resolve the situation. The contents of this discussion will be reduced to writing and provided to the employee.

If the absences continue and are determined by the school district to be a misuse of sick leave, the employee will be issued a written warning. The warning will identify that further misuse of sick leave will require a physician's statement for any absence if the employee is to be paid for the absence.

Failure by the employee to provide the physician's statement when required will result in the loss of pay for the absence.

2. **Personal Leave**

- 2.1 Personal business absence may be granted on those occasions when it is necessary to be absent from employment for such personal business as cannot be scheduled at a time other than a working day.
- 2.2 Personal business days shall be granted upon request. Such request shall not require employees to state the reason for the use of personal business days.
- 2.3 A personal leave day may not be used for the purpose of extending a vacation or holiday.
- 2.4 Not more than two (2) days will be granted for personal leave except under extraordinary circumstances. Personal leave days are not accumulative.
- 2.5 Unused personal days shall be added to sick leave accruals.

3. **Bereavement**

- 3.1 In the event of death in the immediate family, bereavement leave up to five (5) days per occurrence will be granted. Immediate family is defined as: spouse, children, sister, brother, parents, grandparents, aunts and uncles of either employee or spouse, those who had been legal guardians of the employee, and any other members of the household of which the employee is a part.

4. **Jury Duty**

- 4.1 Employees called for jury duty will be paid the difference between their regular salary and their fee for jury duty, excluding expenses allowed for jury duty, for each day of required jury duty service.

5. **Maternity Leave**

Employees who are pregnant may use sick leave for the period of actual disability connected with the condition. Disability is determined by certificate from the employee's physician. The District may, at its discretion, have the employee submit a statement from her physician during her pregnancy on her ability to perform her duties.

6. **Absence Due to Assault or Injury**

- 6.1 Whenever a regularly employed member of the unit is absent from employment and unable to perform his/her duties as a result of personal injury caused by an accident or assault occurring in the course of the performance of the employee's job duties, for which he/she is eligible to receive Worker's Compensation payments, he/she will be paid his/her full salary for the period of time in which he/she receives Worker's Compensation, less the amount of any Worker's Compensation award made for disability as a result of said injury. No part of such absence will be charged to the employee's annual or accumulative sick leave. The District may require the employee to have a reasonable number of physical examinations by a physician selected by the District.

The District will provide reimbursement for the repair, or the value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an incident as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of the employee's employment, provided the loss is not caused by negligence of the claimant.

The District shall reimburse reasonable financial loss not covered by insurance for loss of, damage to, personal property while the employee or his/her property are on school grounds during the performance of an employee's job duties and such loss or damage is not due to the employee's negligence. (Personal property does not include automobiles and/or other vehicles.)

Any employee who is absent from school as stated in paragraph one of this section shall not lose any compensation or other benefits to which the employee is entitled under this contract during such period of absence.

7. Employees shall notify the Building Principal as per his/her established procedure when leave is necessary as per sections 1, 2, 3, or 6 above.

8. **Association Days:**

Each year ten (10) days shall be available to the Association for the purpose of conducting Association business. Prior notice will be given to the Superintendent of at least three (3) days, unless an emergency situation occurs. The Association will reimburse any cost incurred for the use of these days.

9. Sick Leave Bank

- A. The purpose of the Sick Leave Bank is to provide additional paid sick leave for those Support Staff Association members who have joined the Sick Leave Bank and have prolonged, catastrophic, or long-term illness or injury and who have exhausted their sick leave.
- B. A committee of three (3) unit members who are chosen annually by the association President and three (3) administrators who will be chosen by the Superintendent will administer the Sick Leave Bank. All decisions made by these trustees are non-grievable and binding. The trustees can submit modifications to the rules and regulations of the Sick Leave Bank to the Executive Board and the Board of Education for its approval. In the event of a tie vote and a decision is needed, the Superintendent will select an intermediary.
- C. Each unit member who would like to participate in the Sick Leave Bank must contribute two (2) days into the Bank. New employees will be given the chance to join the Bank during their first two (2) months of employment. Each September only non-members of the Bank may join by putting in two (2) sick days from their accumulated sick day total.
- D. Members of the Sick Leave Bank must formally apply in writing (see attached form) to the Sick Leave Bank committee for use of sick leave days. Each application will be for a maximum of twenty (20) days. The past attendance record of the applicant may be used by the committee. Members may receive a lifetime maximum of one hundred-fifty (150) days. Unused days will be returned to the bank. The application must be accompanied by a note from a medical doctor or a Doctor of Osteopathy attesting to the nature of the disability and possible treatment. The Sick Leave Bank reserves the right to ask the applicant to obtain a second medical opinion.
- E. Whenever the bank falls below fifty (50) days, all Sick Leave Bank participants will contribute an additional two (2) days in order to replenish the bank and continue as a member.
- F. The bank may be utilized only after the employee has been out of sick days for five (5) working days.

ARTICLE IX
LEAVES OF ABSENCE

An employee may request a leave of absence without pay for one semester or one school year by submitting the request in writing to the Superintendent of Schools. The written request must identify the length of the leave requested (starting and ending dates) and the reason(s) for the leave of absence. If the leave of absence is approved, the employee will not be given service credit for this leave period but will have previous service considered with regard to salary and accumulated sick leave. An employee who is on leave of absence does not accrue seniority. While out on an unpaid leave employees are not entitled to the benefits of the contract.

ARTICLE X
RETIREMENT PLAN

The Board of Education agrees to cover Tier 1 and 2 employees eligible as of July 1, 1988, for New York State Non-Contributory Retirement Plan 75i and Section 41 - Subdivision J. The Board of Education agrees to cover current Tier 3 and 4 under the plan currently in effect as of June 30, 1988, and Section 41 - Subdivision J.

ARTICLE XI
EMPLOYMENT

1. If an employee begins service in the school district prior to January 1 of a given school year, the employee shall be entitled to a full year's service credit for the purpose of determining salary. If an employee begins service in the school district after January 1, the partial year will not be counted as a full year's service in determining salary except in specific cases to be determined by the Superintendent at the time of the initial employment. The President of the unit will be notified of any "specific cases" determined by the Superintendent at the time of initial employment.

It is understood that an employee covered under this Agreement is employed in the Glens Falls City School District and may be placed at any time in a location that suits the needs of the District.

2. Transfers

- 2.1 Employees desiring a transfer should notify Central Administration of their desire to transfer to another position. Said notification should be in writing.
- 2.2 In the event an involuntary transfer becomes necessary, the district will not make said transfer until a meeting between the affected member, the Association President and the school business administrator, or his/her designee, has taken place. The purpose of the meeting will be for the district to give reasons for the involuntary transfer. (A transfer will be considered "involuntary" only when the employee objects to such transfer). Except in emergency situations, the district will make every effort to notify an employee of an involuntary transfer by May 15.

ARTICLE XII
SALARY SCHEDULE

1. Classification

Job Coach (Civil Service Classification) - 185 Days

School Lunch Monitor (Civil Service Classification) - per diem

Teacher Aide (Civil Service Exempt Classification) 10-Month Employee - 185 Days

Computer Lab Assistant (Civil Service Classification) 10-Month Employee - 185 Days

Clerk (Civil Service Classification) 10-Month Employee - 185 Days

Clerk (Civil Service Classification) 12-Month Employee

Typist (Civil Service Classification) 10-Month Employee - 185 Days

Typist (Civil Service Classification) 10-Month Employee - 195 Days

Senior Typist (Civil Service Classification) Based on 37 1/2 hours per week

Senior Stenographer (Civil Service Classification) Based on 37 1/2 hours per week

Teacher Assistant (State Certification) 10-Month Employee - 185 Days
Option I & III Classes

2. In all reference to hours, the hours stated are exclusive of lunch.
3. For twelve (12) month employees the following modification of hours will be in effect as follows:

Beginning one week after school closes through one week before school reopens; the working day shall be 6 1/2 hours per day, exclusive of lunch. In addition, the 6 1/2 hours day will be in effect during Christmas Recess, Winter Recess, and Spring Recess.
4. It is further understood that during these periods the release time will be arranged so that the office is covered up to 3:00 p.m. in the elementary school and 3:00 p.m. in the middle and high schools.
5. The normally scheduled work days for unit members are Monday through Friday.
6. Any unit employee who works over eight (8) hours per day, exclusive of lunch, shall receive time and one-half for each hour, or portion thereof, which exceeds the eight (8) hours as previously described.
7. Any employee required by the District to work on a Sunday or scheduled legal holiday, excluding school recess periods, will receive time and one-half for each of the required hours worked. Such requirements shall be in writing from the employee's building administrator.
8. Work Day: It is understood that the assigned number of hours in the work day for Teacher Aides, Computer Aides, Clerks, Typists and Teacher Assistants varies. Regularly assigned work days are seven (7) hours, or less, exclusive of lunch.
9. Breaks: Any unit member scheduled for 6 or more hours per day shall receive two (2) fifteen minute breaks. Separate breaks and lunch shall not be combined during the workday.
10. When bargaining unit members are required by the principal to fill in for a teacher on leave, he/she will be compensated at an additional \$20.00 for 1/2 day or an additional \$35.00 for a full day.
11. The District will reimburse bargaining unit members for tuition, registration, and textbook expenses incurred to take courses related to or required for their employment. Prior approval by the Superintendent of Schools for said courses is necessary before reimbursement is authorized. Requests for initial approval must be submitted at least two (2) weeks prior to the beginning of the course. Total annual unit approved requests shall not exceed \$4,000 unless so determined by the approval of the Superintendent. Courses are to be completed satisfactorily before reimbursement. Any member wishing to be reimbursed for course work outside of their job description will have his/her request reviewed by a committee comprised of two (2) people designated by the Superintendent and two (2) people designated by the President of the GFSRP Association.

12. **Protective Clothing:** The District will provide protective clothing (i.e. masks, smocks, face shields) and other miscellaneous supplies to unit members in order to assist in situations involving potential health risks or exposures. A written request must be reviewed by the nurse and approved by the building principal or Coordinator of Special Education for submission to the Business Office.
13. **Payroll:** Bargaining unit members who work the school year only shall have the option of receiving their salary in 21 or 24 payroll periods beginning in September and ending in June.
14. All 185 and 195 day employees will fulfill the actual total of 185 or 195 scheduled days. The schedule may include workdays, before and beyond the school year, or any combination thereof, if necessary, to meet the required total. Emergency closing days will not be rescheduled unless required to meet New York State requirements for State Aid.

SALARY SCHEDULE

A three (3) year salary plan is as follows:

1. 2003-06 Salary Plan

- 1.1 All employees with the exception of those listed in 1.5 of this section will receive 4% over his/her base salary for the 2003-2004, 2004-2005, 2005-2006 school years.
- 1.2 Starting July 1, 2003 new employees will receive the following throughout the life of this contract:

	2003-2004	2004-2005	2005-2006
School Lunch Monitor	\$7.90	\$8.22	\$8.55
Teacher Aide	\$7.90	\$8.22	\$8.55
Computer Lab Assistant	\$8.11	\$8.43	\$8.77
Clerk	\$8.11	\$8.43	\$8.77
Typist	\$8.27	\$8.60	\$8.94
Senior Typist	\$8.42	\$8.76	\$9.11
Senior Stenographer	\$8.53	\$8.87	\$9.22
Teacher Assistant	\$8.63	\$8.98	\$9.34
Job Coach	\$9.36	\$9.73	\$10.12

- 1.3 Hourly employees will be paid on a prorated basis according to the number of hours worked in the classification.
- 1.4 Aides or assistants with interpreter duties shall receive an additional amount of \$1.45 per hour for 2003-2004, \$1.51 per hour for 2004-2005, \$1.57 per hour for 2005-2006.
- 1.5 All principal's secretaries, special education secretaries; assistant principal's secretaries, guidance secretaries, transportation facilities secretary shall receive:
Effective July 1, 2003 an additional \$.75 per hour added to the previous year's base salary.
Effective July 1, 2004 an additional \$.90 per hour added to the previous year's base salary.
Effective July 1, 2005 an additional \$1.00 per hour added to the previous year's base salary.
- 1.6 LONGEVITY**
- 1.6a Commencing the tenth (10th) year of cumulative service to the Glens Falls City School District the employee will receive \$100 additional per year.
- 1.6b Commencing the fifteenth (15th) year of cumulative service to the Glens Falls City School District the employee will receive \$150 additional per year.
- The longevity stipend will be distributed throughout the year and will not be calculated into the base salary of anyone receiving it.

ARTICLE XIII

COMPENSATION ON TERMINATION OF SERVICES

1. When an employee covered by this Agreement submits a resignation, giving at least thirty (30) days notice of termination of service, the Board of Education agrees to compensate the employee for any earned vacation days on a per diem rate equivalent to the current salary schedule at the time of resignation. (In the event that circumstances do not permit thirty (30) days notice, the Superintendent shall decide whether such circumstances warrant compensation for earned vacation days.)
2. Unused portion of vacation days will be paid on a per diem rate equivalent to the current salary schedule at the time of resignation.

Earned days - refers to vacation time earned during current school year and which would ordinarily be applied toward vacation time for the subsequent year.

Unused days - refers to vacation time earned during prior school year and which one is entitled to use during the current school year.

3. **RETIREMENT**

- A. Each employee with at least fifteen (15) years of service in the Glens Falls City School District who retires up to his or her first year of eligibility under NYS ERS and submits a letter of intent to retire 90 days prior to the actual date of retirement will receive \$300 per year of service in the District. Payment shall occur by October 31st of the year retiring unless other arrangements are requested by the employee and agreed to by the Superintendent and the Director of Business.
- B. Any unit member retiring after his or her first date of eligibility under NYS ERS with at least fifteen (15) years of service in Glens Falls City School District and submits a letter of intent to retire 90 days prior to the actual date of retirement will receive \$30 for each sick day accumulated beyond 75 days. Payment shall occur by October 31st of the year retiring unless other arrangements are requested by the employee and agreed to by the Superintendent and the Director of Business.

ARTICLE XIV **RECLASSIFIED POSITIONS**

The Board of Education agrees that in the event that a particular position is reclassified by the Board of Education from a 10-month to a 12-month position, that the employee in the position in question will be given priority consideration for appointment. Further, the Board agrees that when a position is reclassified from 10-months to 12 months that the employee will not be penalized for full-time service experience on the 10-month position. It is the intention of the Board to grant experience credit for this reclassified position considering full-time experience in the 10-month position equal to full-time experience in the reclassified position.

Any unit 10 or 11 month employee who applies and is appointed to a 12-month position shall have prior service credited toward vacation earnings.

ARTICLE XV
VACANCIES AND PROMOTIONS

1. The District shall afford all members of the Glens Falls Support Staff the opportunity to apply for all vacant or newly created unit positions, either full or part time, for which the employee meets both civil service and District determined qualifications.
2. All unit position openings shall be posted for a period of seven (7) work days prior to the closing date for receiving applications. The minimum qualifications for the position will be stated in the posting notice.
 - 2.1 Any position increasing in hours to a full time position eligible for health insurance or other related benefits shall be posted and any qualified unit member will be given due consideration for the position.
3. Unit members who meet the qualifications and criteria established by the District will be given due consideration for the position.
4. If a unit member has been interviewed for a vacancy at a particular school by the principal or assistant principal, no further interview for any other vacancies at that building shall be required for the remainder of the school year. Nothing shall preclude the unit member from applying in writing.
5. In the event the selection for the vacancy is between two (2) or more qualified unit members whom the District deems to be equally qualified the candidate with the greatest seniority in the District may be given the position.
6. A unit member who is selected for a new position with a change in job title must complete a six (6) month probationary period in the new position.
 - 6.1 Any unit member moving from one building to another or from one department to another with no change in job title will not be required to serve a new probationary period.
7. Competitive position vacancies and promotions will be filled in accordance with Civil Service Law.
8. If no unit member is selected, the District may go outside to fill the position. Upon the recommendation of the supervising administrator and with the approval of the Director of Business, additional prior experience may be granted to a newly hired employee possessing appropriate experience in similar positions.

9. Notice of vacancies, which occur during the summer, will be sent to the Association President.
10. Any employee changing to a higher classification (i.e., Teacher Aide to Typist) will be granted an increase equal to the difference between the starting rates for these two classifications.

ARTICLE XVI

POSITION ABOLITION, LAYOFF AND RECALL

1. **Non-Competitive Positions - Teacher Aides**
 - 1.1 In the event the District reduces staff and/or abolishes positions, the least senior individual in the job title of the reduced or abolished position shall be laid off first. Seniority is defined as the employee's continuous length of service from the date of appointment in the employee's job title. Seniority accumulation shall be interrupted by resignation and unpaid leaves of absence. In the event two employees have equal seniority within a job title; seniority shall be determined by the order of appointment by the Board of Education.
 - 1.2 In the event of abolition of position(s) wherein the incumbent in the abolished position is not least senior in title, that employee shall have the right to "bump" the least senior aide member of the unit provided said employee possesses the necessary skills which may be required in the position to which the employee bumped. In the event an employee bumps into a lower hour position and such hours are below six (6) hours and the employee has been receiving health and dental coverage, said employee shall continue to be covered with District contributions paid on a pro-rata basis but not less than fifty percent (50%) of such premium coverage.
 - 1.3 Employees who are laid off shall remain on a recall list for two years. Recall shall be in the inverse order of reduction; that is, the last laid off shall be the first recalled.
 - 1.4 Notice of intent to lay-off shall be given to affected employees thirty (30) days prior to the effective day or lay-off.

1.5 Recall shall be by certified mail to the employee's last known address in the District's personnel file. In the event an employee fails to notify the District within two weeks of the date of said letter whether he/she will return to service and/or if the employee declines to return to service, the employee's name will be removed from the recall list. Upon recall, the employee's continuous, uninterrupted service prior to layoff will be credited to him/her and future service will accrue from that point.

2. **Competitive Positions**

2.1 All competitive employees shall be governed by the appropriate provisions of the Civil Service Law as it pertains to position abolition, layoff and recall.

2.2 Laid-off employees shall be eligible to continue to participate in the District's Health Insurance Plan for a period of two (2) years if the employee makes the total contribution.

ARTICLE XVII
INSURANCE BENEFITS

The District agrees to provide the Empire Blue Cross Blue Shield Plan (Empire Health Management Services Program) to all eligible full-time employees. The District Agrees to pay the following percentage of the premium for such plan(s).

	Effective 2003-2004	Effective 2004-2005	Effective 2005-2006
Individual Employee Cost	94% District 6% Employee	91% District 9% Employee	89% District 11% Employee
Family & Two Person Employee Cost	91% District 9% Employee	90% District 10% Employee	89% District 11% Employee

3. During the 2003-04, 2004-05, and 2005-06 school years, the school district agrees to provide eligible, full-time employees with one hundred percent (100%) of the individual premium and seventy percent (70%) of the dependent premium for the participating members of the Preferred Group Dental Plan (eighty percent (80%) payment program), with Rider A.

4. For purpose of this Article only, full-time is to be interpreted as working six (6) hours or more per day.
 - 4.1 If an employee who works six (6) or more hours per day in a permanent or temporary position is involuntarily reduced to less than six (6) hours per day, he/she will be treated as a six (6) hour employee for the purposes of this article, unless said employee has worked less than one school year or equivalent in the full time position.
5. Employees who retire from the Glens Falls City School District after July 1, 1992 under the New York State Employees Retirement System and have served at least fifteen (15) years in the district and were covered under the district health plan may continue as members of the plan.
6. The district will pay fifty percent (50%) of the premium for the individual and fifty percent (50%) of the premium for the two-person or family plan. The surviving spouse of a retired employee may continue in the district plan by paying the full cost of the premium.
7. The district will provide a 125 plan to enable the employee to pay for health and dental insurance premiums with pre-tax dollars.

ARTICLE XVIII

DUES DEDUCTIONS/AGENCY FEE

1. The District agrees to deduct from the salaries of members of the bargaining unit the amount of membership, as set forth by the Glens Falls Teachers' Association, when such deduction is authorized in writing by individuals eligible for such membership.
2. Dues deducted over twenty (20) checks shall be remitted to the Glens Falls Teachers' Association monthly.
3. The District shall deduct from the salary of employees in the Bargaining Unit, as defined in Article I of the Agreement, the amount equivalent to the dues levied by the GFTA and shall transmit the sum so deducted to the GFTA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The GFTA affirms that it has adopted such procedures for refund of the Agency Fee deduction as required by law. This provision for Agency Fee deduction shall continue in effect so long as the GFTA maintains such procedure. As of June 30, 1984, those unit members who were not dues paying members of the Association shall have the option to pay dues or not pay dues as they choose. All members of the unit who were dues paying members on June 30, 1984, new hires, and recalled employees after that date shall be covered by the Agency Fee.

ARTICLE XIX
DISCIPLINARY ACTION

Upon completion of a twelve (12) month probationary period, no employee of this Unit may be disciplined or otherwise dismissed without the opportunity of a hearing on the charge under the procedures outlined in the Grievance Procedure if he/she so chooses.

ARTICLE XX
EMERGENCY CLOSINGS

Clerical employees covered by this Agreement will report to work, when walking and driving conditions allow, according to their normal schedule when school is closed all day for emergency reasons. The clerical employees on these days will complete a maximum of three (3) hours work.

For purposes of this article the employees in the following locations must report:

Senior High:	Principal's Secretary Assistant Principal's Secretary
Middle School:	Principal's Secretary Assistant Principal's Secretary
Elementary Schools:	Principals' Secretaries
Warehouse:	Facilities and Transportation Secretary

Unit members assigned to the above positions shall receive an additional stipend of \$300.00

ARTICLE XXI
EVALUATION

All unit members shall be provided with a minimum of one (1) written evaluation annually by their appropriate administrator. Such evaluation shall be on a form devised by administration and reviewed by GFSS. The administrator shall meet with the unit member to review the evaluation.

ARTICLE XXI
WRITTEN AGREEMENT

Sufficient copies of this Agreement will be provided to the Association to be distributed to building principals, Association representatives and officers, and all employees covered by this Agreement.

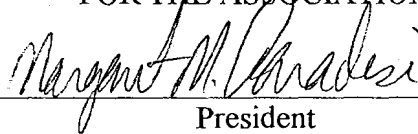
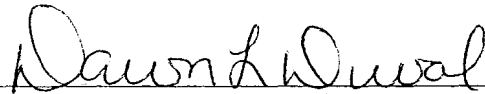
ARTICLE XXII
DURATION

The provisions of this Agreement shall not be given any retroactive effect and shall become effective as of July 1, 2003 and shall remain in full force until June 30, 2006.

FOR THE DISTRICT



FOR THE ASSOCIATION


President
Chief Negotiator

**GLENS FALLS SUPPORT STAFF
NEGOTIATING TEAM**

Cindy Brown, KR
Nancy Campagone, MS
Claudia Devine, JH
Julie Erksine, HS
Debbie Hill, BC
Chris Kenney, MS
Kate McKillip, KR
Shirley Rice-Casagrande, SS
Marcia Winslow, BC

3/12/04
DATE

3/12/04
DATE

APPENDIX A
GRIEVANCE FORM

Complete form and give original to Immediate Supervisor, and a copy to the Association's Grievance Committee (Building Representative). The grievant should retain one copy for his/her own file. If more space is needed please attach additional sheets.

Name of Grievant: _____

Position/Building: _____

Contract Provision Alleged Violated: _____

Time, Date, Place of Occurrence: _____

Statement of the Grievance: _____

Settlement Desired: _____

Signature of Grievant: _____ Date Signed: _____

Response: _____

Signature of Immediate Supervisor: _____ Date Signed: _____

APPENDIX B
SICK LEAVE BANK REQUEST FOR DAYS FORM

DATE _____ REQUEST # (ie: 1, 2, 3) _____

NAME _____

ADDRESS _____

PHONE # _____

SCHOOL BUILDING _____

DOCTOR'S NAME _____

DOCTOR'S ADDRESS _____

DOCTOR'S PHONE # _____

OF DAYS REQUESTED _____

NATURE OF ILLNESS _____

PROGNOSIS _____

*** Please attach letter from doctor**

PROBABLE RETURN DATE TO WORK _____

Please return completed form to:
Glens Falls City School District
Mr. Stephen Meier – Business Director
10 Quade Street
Glens Falls, New York 12801