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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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AGREEMENT

GOUVERNEUR CENTRAL SCHOOL DISTRICT

and

GOUVERNEUR SCHOOL RELATED PERSONNEL UNION

July 1, 2005 - June 30, 2010

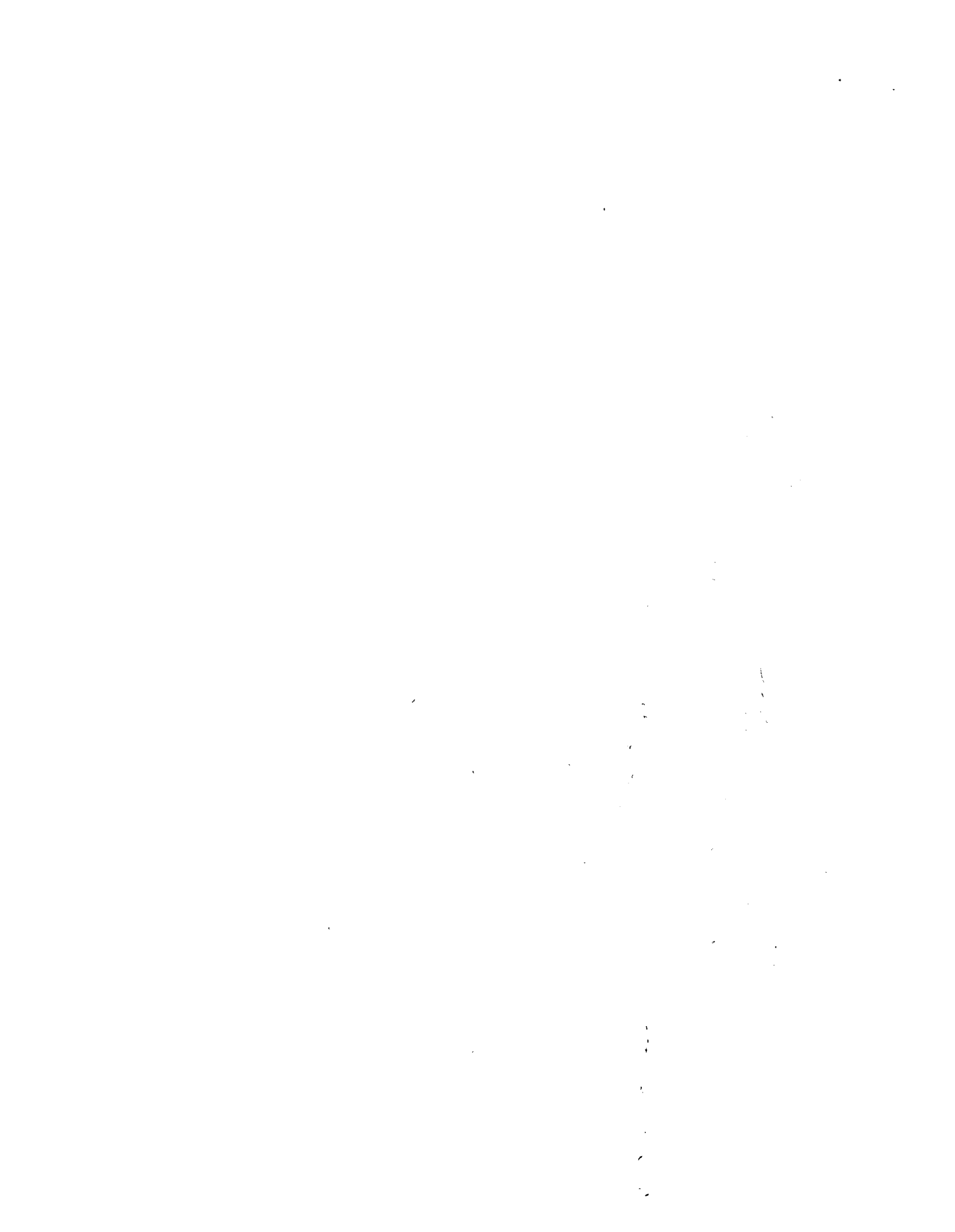
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

	<u>Page</u>	
ARTICLE 1	AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	RESPONSIBILITIES OF THE PARTIES	2
ARTICLE 4	AREAS FOR DECISION AND AGREEMENT	3
ARTICLE 5	PROCEDURES FOR CONDUCTING NEGOTIATIONS	3
ARTICLE 6	CONDITIONS OF WORK	5
ARTICLE 7	CONTINUITY OF SERVICE	6
ARTICLE 8	CONFERENCE(S)	7
ARTICLE 9	HEALTH INSURANCE PROGRAM	7
ARTICLE 10	HOLIDAYS	8
ARTICLE 11	VACATIONS	8
ARTICLE 12	SICK LEAVE	9
ARTICLE 13	FLEXIBLE BENEFITS	12
ARTICLE 14	SPECIAL LEAVES	13
ARTICLE 15	SENIORITY	14
ARTICLE 16	VACANCIES	15
ARTICLE 17	LAYOFF – RECALL	15
ARTICLE 18	SALARY	16
ARTICLE 19	RETIREMENT PLAN	17
ARTICLE 20	EVALUATIONS	18
ARTICLE 21	GRIEVANCE PROCEDURE	20
ARTICLE 22	PAYROLL DEDUCTIONS	21
ARTICLE 23	CAFETERIA MONITORS	22
ARTICLE 24	ORGANIZATION ACTIVITIES	22
ARTICLE 25	DURATION	22



AGREEMENT

Superintendent of Schools (designated
Appointee of the Board of Education,
Gouverneur Central School District)

2005-2010

and

Gouverneur School Related Personnel Union

Pursuant to Article 14 of the State Civil Service Law, the Board of Education, Gouverneur Central School District, hereby adopts the following AGREEMENT covering recognition of the Gouverneur School Related Personnel Union and the methods by which negotiations shall take place with said organization.

ARTICLE 1 AGREEMENT

This Agreement made and entered into this _____ day of _____ 2006, by and between the Superintendent of Schools, Gouverneur Central School District (designated Appointee of the Board of Education) hereinafter referred to as the Superintendent and the Gouverneur School Related Personnel Union, hereinafter referred to as the Union.

ARTICLE 2 RECOGNITION

The Board, in order to recognize a Union as exclusive representative of school related personnel requires satisfactory evidence that the Union in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership list. In the event of a challenge, the Board will proceed according to the regulations of the Public Employee Relations Board (PERB) established under Article 14 of the Civil Service Law. By virtue of satisfactory evidence submitted by the Union to the Board that the Union does represent the majority of school related employees in the district, the Board hereby recognizes the Union as the official negotiating agent for the following school related employees employed in the district: Cafeteria Workers, Cafeteria Monitors, Computer Technicians, Custodians, Cleaners, Clerical, Teacher Aides, Teaching Assistants, and Maintenance and Groundskeeper Personnel. The Union shall submit to the Superintendent of Schools by December 1st of each year a notarized list of the active members of the Union. This recognition shall continue subject to the rules and regulations of the Public Employees Relations Board.

ARTICLE 3 RESPONSIBILITIES OF THE PARTIES

- 3.1 Each of the parties hereto acknowledge the rights and responsibilities of the other party, the rights of individual employees under the law, and the responsibility of both parties to follow policies set by the Commissioner of Education and the Board of Education. If any Article or Section of this Agreement, or an Addendum thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.
- 3.2 The Superintendent of Schools and Administrators will not interfere with the rights of employees of the District to become members of the Gouverneur School Related Personnel Union. There shall be no discrimination, interference, restraint or coercion by the Administration or any of its agents against any employee because of membership in the Union.
- 3.3 It is the continuing policy of the District and the Union that the provisions of this Agreement shall be applied to all employees covered by it without regard to race, color, religious creed, sex, or national origin.
- 3.4 The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees of the District into membership in the Union or will engage in Union activity during work hours.
- 3.5 The Gouverneur School Related Personnel Union, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sitdowns, slowdowns, stoppages of work nor any acts of any similar nature which would interfere with the regular instructional program and extra-curricular activities of the schools within the District or picketing of any kind or form, however peaceful and that it will not otherwise permit, countenance, or suffer the existence or continuance of any kind of these acts.

ARTICLE 4 AREAS FOR DECISION AND AGREEMENT

- 4.1 The Gouverneur School Related Personnel Union recognizes the prerogative of the Superintendent to operate and manage the affairs of the District in all respects and in accordance with its responsibilities.
- 4.2 The Board and Superintendent retain and reserve unto themselves all powers, authority, rights, functions, duties and responsibilities conferred upon and invested in them by the laws and Constitution of the State of New York and of the United States of America and such other rules and regulations promulgated by the Commissioner of Education.
- 4.3 The Board and Superintendent retain, solely and exclusively, the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the district will be conducted except where those rights are clearly, expressly, and specifically limited in the Agreement. The rights, functions, duties, and responsibilities which are solely and exclusively the province of the Board and Superintendent include, but are not limited to: (1) full and exclusive management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, eliminate or change classifications, assign, transfer, promote, demote, release and layoff employees; (5) the right to suspend, discipline, and discharge employees for the cause and otherwise to maintain an orderly, effective, and efficient operation.

ARTICLE 5 PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 5.1 Negotiating Teams: The Board, or designated representative(s) of the Board will meet with representatives designated by the Union for the purpose of negotiating a successor agreement.
- 5.2 Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. All issues proposed for discussion shall be submitted in writing by the Union to the Superintendent at the first meeting. The Superintendent shall submit in writing to the Union representative all additional issues upon which to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

ARTICLE 5 PROCEDURES FOR CONDUCTING NEGOTIATIONS (CONTINUED)

- 5.3 **Negotiations Procedures:** Designated representative(s) of the Board of Education shall meet at such mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understandings and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 5.2 above such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
- 5.4 **Exchange of Information:** Both parties and/or the Board shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- 5.5 **Consultant:** The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- 5.6 **Committee Reports:** The parties agree that during the period of negotiations or publication of a fact-finding report, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.
- 5.7 **Reaching Agreement:** When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Union and the Board for approval. Following approval by a majority of the Union membership and by a majority of the Board of Education, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official. This Agreement shall become effective upon its approval by a majority of the Union members and a majority of the Board members.
- 5.8 **Resolving Differences:** In the event an Agreement is not reached by negotiations after full consideration of proposals and counter-proposals, the parties agree to utilize the impasse provisions of the Taylor Law.

ARTICLE 6 CONDITIONS OF WORK

6.1 Emergency Closings

- 6.1.1 Maintenance men, custodians, and cleaners shall report for their regular shifts unless the supervisor informs the members not to report, in which case members shall suffer no loss of pay and shall not have to make up the time.
- 6.1.2 Secretarial and Account Clerk units: If school closing is announced prior to opening for the day and the schools remain closed for the entire day, the secretarial unit will not report for work unless specifically instructed to do so by the immediate supervisor.

6.2 Uniforms and Safety Apparel

Immediately following ratification of the collective bargaining agreement, two committees will be convened to select appropriate uniforms for cafeteria workers and for custodial staff. Each committee shall consist of the Supervisor (cafeteria or custodial), the Business Manager, and two unit members (cafeteria or custodial).

The cost for selected cafeteria uniforms shall not exceed \$50 per uniform, and each cafeteria worker shall receive no more than 5 uniforms during the first fiscal year following selection (or the first fiscal year of employment for new hires), and not more than 3 uniforms for each following fiscal year.

The cost for selected custodial uniforms shall not exceed \$50 per uniform, and each custodial worker shall receive no more than 3 uniforms during each first fiscal year following selection. The cost for selected steel-toed boots for custodial workers shall not exceed \$100 per pair, and each custodial worker shall receive no more than 1 pair of steel-toed boots per fiscal year.

Once selected, these uniforms and boots shall be mandatory apparel for affected unit members. The District shall be responsible for purchasing this apparel within the parameters set forth in the preceding paragraphs. Any additional purchases which may become necessary will be the responsibility of the unit member. Additionally, all maintenance and cleaning of this mandatory apparel is the responsibility of the unit member.

- 6.3 Hours of Work - Custodians: Custodians will work 8 hours per day, including the lunch period (subject to emergencies).
- 6.4 Overtime: Overtime shall be at the rate of time and one-half for all hours over 40 hours per week and must be authorized by the appropriate supervisor. Custodians and maintenance personnel overtime will be based on building seniority rights. However, final assignment rests with the Superintendent of Buildings and Grounds.

ARTICLE 6 CONDITIONS OF WORK

6.5 Additional Custodial Unit Work

6.5.1 Custodial and Maintenance personnel assigned by administration to check boilers and buildings on weekends will receive one (1) hour of work per day at the rate of time and one-half. Custodians required to check boilers and buildings on holidays will receive one (1) hour of work per day at two times the rate. Should such duties require more than one (1) hour of work per day, the Superintendent of Buildings and Grounds should be notified. Pay for additional time is at the regular rate or at overtime rate if entitled to such pursuant to Article 6.4.

6.5.2 Maintenance and Groundskeeping personnel required to be on call and the custodian with the responsibility of being available for snow plowing in the winter on weekends shall be paid a flat rate of \$6 per day on call. If required to work on such days members shall be paid at the rate of time and one-half, provided that the member has worked forty hours that week, in addition to the flat rate. A rotating schedule, posted in advance for the year, shall be utilized for being on call for weekends.

6.6 Maintenance personnel tool allowance: The District will reimburse each maintenance person for the purchase of tools required in the performance of his duties for the District up to a maximum of \$300 per maintenance person during the life of this Agreement; provided that prior to purchasing the tools the unit member obtains the approval of the Superintendent of Buildings and Grounds.

ARTICLE 7 CONTINUITY OF SERVICE

7.1 The services of non-12-month employees shall be continued for each academic year or term and into any period immediately following established and customary school vacation periods until such time as a notice of termination is issued, provided that such employee has performed services for the District during the academic year, term or pre-vacation period that is immediately before such academic year, term, or vacation period. This clause shall in no way limit the District's right, during times that school is in session, to abolish positions, to discipline employees, or to dismiss employees, provided it complies with other terms of this Agreement and applicable laws.

ARTICLE 8 CONFERENCE(S)

- 8.1 Secretarial, Account Clerks, Custodians, Maintenance, and Cleaning Personnel: If at such time a professional organization is formed which calls for a full day conference on the day of the teachers' conference, the above non-instructional employees may either participate in conference, or work as usual. If this day is taken off for any other reason not covered by present Personal Days or Sick Leave Policy, it is deductible.
- 8.2 The District will pay the expenses involved in sending two secretaries to the state conference of educational secretaries.
- 8.3 The District will pay the expenses involved in sending two cafeterial unit members to the state conference of educational cafeterial employees.
- 8.4 The Union President shall notify the Superintendent in writing which employee or employees are authorized to attend a state conference.

ARTICLE 9 HEALTH INSURANCE PROGRAM

- 9.1 Health Insurance Program (hospitalization) is non-contributory for all non-instructional personnel and dependents, while actively employed and retired provided the employee's date of hire is before November 14, 1988. Except that employees who work on a regular basis less than 15 hours per week (3 hours/day) shall not be eligible for insurance coverage.

Employees who are hired on or after November 14, 1988 and who work on a regular basis 15 or more hours per week (3 hours/day) shall receive the same Health Insurance Program; however, the District shall pay 100% of the individual cost and 50% of the dependent cost while actively employed. The District shall also pay post November 14, 1988 retirees as follows:

To be eligible, a bargaining unit member must have worked ten (10) years in the Gouverneur Central School District:

Individual coverage:

10-15 years	75% at retirement
16-20 years or more	100 % at retirement

Dependent coverage:

10 years or more	35% at retirement
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ARTICLE 10 HOLIDAYS

- 10.1 Twelve-month employees will observe the following holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving, December 24, Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's or Washington's Birthday, Good Friday, (they shall work in the morning if school is in session), Memorial Day, Independence Day. (Years when the teaching force has two (2) days at Lincoln's or Washington's Birthday, or Memorial Day, the above employees may have either day; for example, if the holiday falls on Thursday, they may work Thursday and observe Friday if school is not in session.) If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be observed as the holiday if no students are in attendance. If students are in attendance, the unit member, at the District's discretion, shall be paid for the holiday or shall receive an additional day off during the year. Approval for such day must be obtained from the District in advance.
- 10.2 All 10-month employees will work the base year (September 1 - June 30) and receive all school holidays, the same as the teaching staff, which fall between the first day of school and the last day of school.
- 10.3 Twelve-month secretaries and account clerks shall observe the day after Christmas in addition to the above.

ARTICLE 11 VACATIONS

- 11.1 Twelve-month full-time employees will be granted two (2) weeks vacation after 12 months of continuous service in the school system, three (3) weeks after ten (10) years of service, and four (4) weeks after twenty (20) years of service.
- 11.2 Accrued Vacation Time - Retirees: All vacation time accrued during the final year of employment and unused for 12 months by 12-month employees will be paid by the Board of Education at the regular salary rate of the retirees.
- 11.3 Vacation for part-time employees moving to full-time positions is based upon years of full-time service. For the purpose of this section, full-time positions are defined as custodians, maintenance, groundskeepers, 12-month secretaries, and account clerks.

ARTICLE 12 SICK LEAVE

- 12.1 Sick Leave: All employees will be notified, in writing, at the end of each school year of the amount of their accumulated sick leave. Sick leave shall be earned at the rate of one (1) day per month. The allowable accumulation for twelve-month employees shall be 180 days; the allowable accumulation for ten-month employees shall be 165 days.
- 12.2 Sick leave may be construed to include sickness or death in the family for a reasonable number of days for emergency care for burial, not to exceed five (5) days per year.
- 12.3 If absence is the result of injury or sickness to be compensable under the New York State Workers' Compensation Act, the member may elect:
- a) Not to use sick leave and take standard compensation payment, or
 - b) To use sick leave and pay the difference between standard compensation payments and the contract salary in addition to the former, or
 - c) To use sick leave with full pay and turn the standard compensation payments over to the school district.
- 12.4 Sick leave shall be of nature that illness or injury can be verified by a physician. The Superintendent reserves the right to demand a written certification from a physician for any absence in excess of three (3) consecutive days, or if there is evidence that this provision is being misused, or any time when more than five (5) days of sick leave have been used during a given period.
- 12.5 There shall be no sick leave benefits beyond what this agreement specifically provides. This statement shall be construed to prohibit such benefits as extension of sick leave, salary payments less substitute cost, borrowing unearned sick leave days, or any other benefit not specifically provided within Article 12 of this Agreement.

ARTICLE 12 SICK LEAVE (CONTINUED)

- 12.6 Sick Leave Bank - The sole purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged disability. The sick leave bank shall be administered according to the guidelines below:

DEFINITIONS

Prolonged Disability: Inability to work caused by a disability which prevents someone from working for a substantial period of time (at least three weeks) as certified by a District appointed physician and would not include such illnesses as ordinary colds or other illnesses which would result in disability for a few days or less than three weeks.

- 12.6.1 The Superintendent of Schools shall be responsible for the operation and enforcement of the sick leave bank, and for maintaining all pertinent records. The Superintendent shall establish a committee of two Union appointed representatives and two District representatives to review all applications for use of the sick leave bank and recommend to the Superintendent appropriate action. All recommendations shall be in accordance with the guidelines below and shall be approved by the Superintendent up to the first 300 days of any school year. Days beyond 300 which have been recommended by the committee may be approved or rejected at the discretion of the Superintendent.
- 12.6.2 Membership in the sick leave bank will be in accordance with the following guidelines:
- 12.6.2.1 All unit members shall be eligible members of the sick leave bank. Each unit member wishing to be a bank member shall contribute two (2) sick leave days in July of each year for 12-month employees and September of each year for 10-month employees toward the sick leave bank. A sick leave bank shall exist each year if more than 50% of eligible members decide to join the sick leave bank.
- 12.6.2.2 Any current unit member or new member not electing to join the bank within thirty days of eligibility shall not be eligible again to join until the following September.
- 12.6.3 When the total number of days in the bank reaches three hundred, no additional days will be contributed by the members except as follows:
- 12.6.3.1 When the number of days falls below one hundred each member will be assessed one day.
- 12.6.3.2 Unit members who do not join initially, including those hired after 7/1/97, will continue to contribute until the total contribution matches the maximum of the initial members.

ARTICLE 12 SICK LEAVE (CONTINUED)

12.6 Sick Leave Bank (Continued)

- 12.6.3.3 Any member of the bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the bank because of the inability to contribute days.
- 12.6.4 Decisions of the Review Committee shall be in writing with the rationale for the decision. Such rationale shall then become part of the criteria for future decisions.
- 12.6.5 Applications for the sick leave bank benefits shall be made in writing to the Review Committee. The unit member making the request shall submit such additional information as the Review Committee might request as necessary in making its decision. This information shall include a detailed physician's statement.
- 12.6.6 Before a member can draw on the sick leave bank, all of his/her sick leave must have been exhausted.
- 12.6.7 Applications must be filed within four (4) weeks following the exhaustion of the person's sick leave. If members are incapable of filing for benefits in their behalf, another person may apply for them.
- 12.6.8 The Review Committee shall act upon each request within five (5) school days. The following general rules shall prevail:
 - 12.6.8.1 The sick leave bank shall not be available for use in cases of family illness.
 - 12.6.8.2 Sick leave payments shall terminate with the last pay period of the school year.
 - 12.6.8.3 Benefits received from the sick leave bank shall not be repaid by the individual.
 - 12.6.8.4 Benefits are applicable only to subscribing members and are not available for other than personal use.
 - 12.6.8.5 Benefits apply only to days on which the applicant would have worked.
 - 12.6.8.6 Sick leave bank benefits shall not commence before the 21st day of sick leave, regardless of the unit member's own sick leave availability. Maximum benefits shall be limited to 30 days per disability. In extraordinary circumstances, a unit member may reapply to the sick leave bank pursuant to section 12.6.5 for 30 additional days. The Review Committee shall review each case and recommend to the Superintendent in writing whether sick leave bank payments be continued for another 30 days. The maximum benefits shall not exceed 60 days per disability.

ARTICLE 13 FLEXIBLE BENEFITS (Section 125 Flexible Benefit Plan)

- 13.1 The Flexible Benefits Plan has been mutually designed by the school district and the GSRPU.
- 13.2 The Plan administrator will be determined by the school district with GSRPU involvement.
- 13.3 The Flexible Benefits Plan start-up cost will be paid by the unit members per 13.4 below. The operating expenses of the Flexible Benefits Plan will be paid by the school district.
- 13.4 Unit members will contribute an additional 5% of the amount deposited within their Flexible Benefits Account to the Gouverneur Central School District. These monies shall first be used to offset any start-up cost of the Flexible Benefits Plan. All subsequent monies shall be appropriated by the Board of Education into a Mini-Grant Fund for Technology. Any unused monies in the employees' account will be forwarded to the above referenced Mini-Grant fund.
- 13.5 The Central Committee for the Flexible Benefits Program made up of representatives from the school district and GSRPU will report back to the Board of Education and the GSRPU how the plan is working, as well as, the overall finances relating to the plan.
- 13.6 A third party counselor at the prevailing per diem rate would be available to help set up the plan and for counseling on a group basis.

ARTICLE 14 SPECIAL LEAVE

- 14.1 Each unit member shall be entitled to absence from duty for personal reasons for two (2) days each school year. Members need not specify the nature of the use of personal leave days. Except in case of emergency, the member must request the leave two (2) working days in advance. If less than two (2) working days notice is given, the Supervisor may request the reason and the member may be required to show that advance notice was not possible.
- 14.2 Personal leave is intended to be used for those matters which cannot be handled by the member during times other than working hours. Such leave shall not be used to extend vacation or holidays or for recreational purposes. However, five (5) unit members may use a personal leave day in conjunction with any vacation period provided they have given ten (10) working days notice, in writing, to the Superintendent. If more than five (5) apply, the Superintendent shall determine which unit members will be provided this benefit, using total seniority in the District as the primary criteria effective 2/1/94.
- 14.3 Unused personal leave shall accumulate as sick leave in the following year.
- 14.4 Each unit member who is employed for three (3) or more hours per day will have five (5) days available for bereavement for each death in the immediate family. Immediate family is defined as anyone living in the member's household, related to the member by blood, marriage or legal adoption. This leave will not be deducted from any other leave effective 2/1/94.
- 14.5 Ten (10) Union business days will be available to the Union. The President will notify the Superintendent forty-eight (48) hours in advance of the person(s) taking such leave and the duration of the same.

ARTICLE 15 SENIORITY

- 15.1 All unit members, except individual aides, acquire seniority for the purpose of layoff, recall, and bidding from the date of Board appointment, subject to the conditions of Articles 15, 16, and 17.
- a) For the purposes of layoff and recall, seniority is defined as continuous service within job title; previous continuous service within a department shall be added to a unit members seniority in his current job title, provided that there is no break in total continuous service.
 - b) For the purpose of bidding rights, seniority is defined as continuous service with a department.
- 15.2 Despite the exclusion of individual aides from seniority acquisition, above, any individual aide who is subject to a position reduction shall be afforded the opportunity to interview for future individual aide position vacancies that occur in the District for two (2) years subsequent to the position reduction. Failure to provide the District with up-to-date contact information shall terminate the extension of this interview opportunity.
- 15.3 Substitute employees do not acquire seniority and substitute experience in the District shall not be counted towards seniority.
- 15.4 Continuous service is broken by:
- a) Resignation,
 - b) Discharge,
 - c) Layoff or off because of health or injury for a period of two (2) or more years,
 - d) Engaging in other employment during absence from work or while on a leave of absence without consent in writing of the Superintendent of Schools,
 - e) Upon recall following layoff, a failure to report for work, or to make arrangements satisfactory to the Superintendent within fifteen (15) days after written notice has been sent out by the Superintendent addressed by certified mail to his or her last known address on record with the School Administration,
 - f) Absence from work on seven (7) consecutive days, when scheduled to work without making satisfactory arrangements with the School Administration prior to the end of the 7th day, except upon proof of sickness,
 - g) Failure to report for work upon the termination of an unauthorized vacation or leave of absence without making satisfactory arrangements with the School Administration except upon proof of sickness,
 - h) Failure to return to work after an illness or disability, upon medical certification of ability to work. A doctor's certification of an employee's physical condition and when he or she may be available to work shall be furnished.
- 15.5 Prior to October 1, the Superintendent shall prepare and submit to the President of the Union seniority lists for each of the several units with the bargaining unit. The President shall inform the Superintendent, in writing, of the accuracy of the lists prior to October 15.

ARTICLE 16 VACANCIES

- 16.1 The Superintendent or his agent shall notify the President of the Union, in writing, of vacancies as they occur at least ten (10) working days prior to the position being filled. Unit members interested in filling the vacancy shall notify the Superintendent, in writing, within the time limit specified in the notice of vacancy.
- 16.2 If the Superintendent determines that the filling of a vacancy is necessary for the efficient operation of the District or of the educational program, a substitute appointment may be made while the posting process for unit members is set in motion.
- 16.3 Job awards: When awarding a posted job vacancy, the following factors shall be considered by the District:
- a) The applicants' length of continuous service within the department.
 - b) The applicants' ability to perform the required duties, as determined by the District.
 - c) The applicants' physical fitness.
 - d) The applicants' residency if deemed relevant to the performance of the duties of the position.
 - e) The applicants' experience.
- After consideration of the above factors, if the unit members have the ability and physical fitness (at the end of the posting period) to perform the posted position, then the length of continuous service shall govern.
- 16.4 In the event a member is awarded a new job, he/she can retain his/her seniority in the job from which he/she transferred for the length of a trial period not to exceed fifteen (15) work days. The member has no seniority in the new job until he/she has accepted the new job, and has dropped his/her seniority in the job from which he/she transferred. If a member does not reject the job within the fifteen (15) work day trial period, he/she shall be considered as having accepted the new job. No member can hold seniority in two jobs. The administration has the right to accept or reject, subject to the grievance procedure, any member at any time during the fifteen (15) day trial period on a new job. A member, who rejects or is rejected from a job during the trial period, will return to the job in which his/her seniority applies with no loss of seniority.
- 16.5 Subsequent openings (vacancies that occur as a result of a unit member being appointed to fill a vacancy for which notice is given):
Between October 1 and the end of the school year, the District reserves the right to fill subsequent openings occurring as a result of the procedure in 16.1 on a temporary basis through the close of school. Such subsequent openings shall then be subject to the provisions of 16.1 following the close of school.

ARTICLE 17 LAYOFF - RECALL

Should a reduction in force occur, layoff shall be by seniority within local job title. Recall shall be in inverse order to layoff. Recall rights shall be limited to two years from the date of layoff. The member must exercise his/her recall right by indicating his/her intention to return within two (2) business days of notification by the District.

ARTICLE 18 SALARY – This Salary Schedule shall apply in accordance with Article 25 of this agreement. Salaries for other than stated hours per day shall be prorated.

<u>POSITION & LEVEL</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-009</u>	<u>2009-2010</u>
MAINTENANCE – 12 months – 8 hours					
LEVEL I	\$37,239	\$38,483	\$39,434	\$40,576	\$41,712
LEVEL II	39,158	40,465	41,466	42,666	43,861
GROUNDSKEEPER – 12 months – 8 hours					
LEVEL I	35,635	36,826	37,736	38,829	39,916
LEVEL II	37,471	38,723	39,680	40,829	41,972
CUSTODIAL – 12 months – 8 hours					
LEVEL I	30,629	31,652	32,434	33,373	34,308
LEVEL II	33,072	34,176	35,021	36,035	37,044
CLEANER – 12 months – 8 hours					
LEVEL I 8 hour	23,913	24,712	25,323	26,056	26,786
LEVEL II 8 hour	25,346	26,193	26,840	27,617	28,391
TEACHER AIDE – 182 days – 6½ hours					
LEVEL I	13,138	13,577	13,913	14,316	14,716
LEVEL II	13,469	13,919	14,263	14,676	15,087
FOOD SERVICE HELPER – 182 days – 6 hours					
LEVEL I 6 hour	11,299	11,677	11,965	12,312	12,656
LEVEL II 6 hour	11,702	12,093	12,392	12,751	13,108
COOK – 182 days – 6 hours					
LEVEL I 6 hour	13,505	13,956	14,301	14,715	15,127
LEVEL II 6 hour	13,990	14,457	14,815	15,244	15,671
SECRETARIAL - 10 months					
LEVEL I	27,698	28,623	29,331	30,180	31,025
LEVEL II	29,411	30,393	31,145	32,046	32,944
All work beyond 10 months shall be paid at a per diem rate of 1/200					
SECRETARIAL - 12 months					
LEVEL I	34,395	35,544	36,423	37,477	38,526
LEVEL II	36,442	37,659	38,590	39,707	40,819
ACCOUNT CLERK – 12 months					
LEVEL I	34,395	35,544	36,423	37,477	38,526
LEVEL II	36,442	37,659	38,590	39,707	40,819
MONITOR – 180 days					
2.5 hours	4,524	4,675	4,791	4,929	5,067
COMPUTER TECHNICIAN- 12 months – 7½ hours					
LEVEL I	22,743	23,503	24,084	24,781	25,475
LEVEL II	24,811	25,639	26,273	27,034	27,791
TEACHING ASSISTANT – 182 days – 6½ hours					
LEVEL I	15,206	15,714	16,102	16,568	17,032
LEVEL II	15,585	16,106	16,504	16,982	17,457

ARTICLE 18 - SALARY (CONTINUED)

- 18.2 Salary level changes are based on the unit member's credited service within his/her job title. Members will advance to the appropriate salary schedule level on his/her anniversary date of hire.
- 18.3 After five (5) years of continuous credited service in a job title a member shall be placed on Level 2.
- 18.4 Should a unit member transfer from one job title to another he/she shall be placed on the first salary level.
- 18.5 The following stipends will be paid to unit members:
- | | |
|---|---|
| a) Working Lead Maintenance | \$ 750 |
| b) Working Lead Groundskeeper | 750 |
| c) Lead Custodian - High School | 750 |
| d) Lead Custodian - Elementary Schools (3 each) | 500 |
| e) Night Lead Custodian - High School | 500 |
| f) Head Cook - High School | 400 |
| g) Head Cook - Elementary Schools (3 each) | 300 |
| h) Banquet Rate: | Regular hourly rate plus \$1.00 per hour. |
- 18.6 Maintenance Call In: Maintenance shall be paid a minimum two (2) hour show up time.

ARTICLE 19 - RETIREMENT PLAN

The District will provide the New York State Employees' Retirement System (NYSERS) Career Plan (Section 75g and 41j) to employees. Section 41j which applies to all Tiers of membership is described by the New York State Employee's Retirement System as follow: "The additional service credit is available only for those members who are included in a plan established by law, rule, regulation, written order or written policy that provides for the regular earning and accumulation of sick leave. The maximum additional service credit allowed under subdivision (j) is one hundred sixty-five (165) days. The additional service credit is applied on a calendar day basis (30 days = one month). Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave can not be considered in calculation of a members' final average salary."

Effective January 1, 2007, the District will provide NYSERS New Career Plan (Section 75i) and Section 41j.

ARTICLE 20 EVALUATIONS

A unit member, excepting Teaching Assistants, may be evaluated at any time subject to the following conditions:

- 20.1 If a written evaluation is conducted, it shall be conducted by an appropriate supervisor or administrator.
- 20.2 A written evaluation must relate to the member's role as an employee and to the specific job he/she is hired to do.
- 20.3 There are no minimum or maximum numbers of evaluations during a given period of time.
- 20.4 If a written evaluation is to be placed in a member's official personnel file, a conference between the evaluator and the member shall be held.
- 20.5 A written evaluation which is to be placed in a member's official personnel file shall be signed by the evaluator and the member and a copy given to the member. Such signature may not be withheld. The member's signature merely signifies that a conference was held and that he/she has received a copy of the evaluation. In no way does a signature indicate agreement or disagreement with its contents.
- 20.6 The member may attach a written answer to the evaluation. The answer shall be signed by the member and the evaluator and shall be attached to the actual file copy.
- 20.7 The above Articles 20.1 - 20.6 shall not be construed to exclude the placement in the personnel file of letters, warnings, clarifications, or other materials pertaining to an employee's performance. The rights stated in 20.4, 20.5, and 20.6 shall apply to any material that is placed in the unit member's file.
- 20.8 Teaching Assistant Evaluations

Each required evaluation shall address the following topics:

1. How well a member is performing the duties and responsibilities of his/her position.
2. Areas in which improvement is needed.
3. A candid appraisal of a member's work.

Category 1 – First Year Probationary Teaching Assistants:

All first year probationary teaching assistants shall be formally evaluated at least twice prior to the completion of the teaching assistant's first semester, preferably before Christmas recess.

Any teaching assistant in this category identified by the administration as performing in a less than satisfactory manner, either as a result of the first two formal evaluations or through other means, shall be so notified, and shall receive a third formal evaluation within a reasonable period of time.

Should the teaching assistant continue to exhibit less than satisfactory performance, at least one additional formal evaluation shall be conducted prior to the end of the school year. An unlimited number of casual observations may be conducted.

ARTICLE 20 EVALUATIONS (CONTINUED)

20.8 Teaching Assistant Evaluations (Continued)

Category 2 – Second and Third Year Probationary Teaching Assistants:

All second and third year probationary teaching assistants shall receive a minimum of one (1) formal evaluation during the first semester of each school year. Should a teaching assistant in this category be identified by the administration as performing in less than satisfactory manner, either as a result of formal evaluation, casual evaluation, or through other means, he/she shall be treated in the same manner as a teaching assistant in Category 1 above. Should a teaching assistant's continuation from the previous school year be considered "marginal" by the district (i.e., the teaching assistant's employment was continued, but with reservations), then he/she shall be treated as in Category 1.

Category 3 – Tenured Teaching Assistants

All tenured teaching assistants shall receive a minimum of one formal evaluation every year. This evaluation will take place prior to May 1st.

Minimum Requirements

It must be stressed that all requirements for formal evaluations and informal observations are minimums. Upon administrative initiative or teaching assistant's request, the numbers may be increased by any amount.

ARTICLE 21 GRIEVANCE PROCEDURE

DEFINITION - A grievance is a claim by a member or members of the unit, or the Union concerning any alleged violation, misapplication, or misinterpretation of the contract.

STAGES:

- 1) Informal - Grievant(s) will make an effort to settle the grievance informally with the supervisor. If the grievance is not settled informally, it will be reduced to writing and submitted to the immediate supervisor for a written reply within three (3) business days.

A grievance shall be deemed waived unless it is submitted within twenty (20) working days (of the aggrieved party) after the aggrieved party knew or should have known of the events or conditions on which it is based.

- 2) If the grievance remains unsettled, then the grievant will present the grievance in writing to the Superintendent within ten (10) working days of the receipt of the written decision at Stage 1. The Superintendent will give his or her written response to the grievant within five (5) business days of the presentation of the grievance.
- 3)
 - a) If the grievant and/or Union is not satisfied with the decision of Stage 2, they may submit the grievance to the arbitration by written notice to the Board of Education within ten (10) business days of the decision in Stage 2.
 - b) Within ten (10) business days such written notice of submission to arbitration, the Board and the Union will submit the dispute to a tripartite panel. Such panel shall be composed of one member selected by the Board, one by the Union, the third member chosen by the other two. In the event the two parties cannot agree on a third member, the Voluntary Rules of the American Arbitration Association shall be followed in order to make a selection.
 - c) The selected panel will hear the matter promptly and will issue their decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs have been submitted to them. The panel's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues.
 - d) The panel shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
 - e) The decision of the panel shall be advisory upon all parties. The Board will accept, reject or modify the decision.
 - f) The costs for the services of the panel, if any, will be borne equally by the Board and the Union.

ARTICLE 22 PAYROLL DEDUCTIONS

22.1 The Board of Education of Gouverneur Central School District agrees to deduction from the salaries of its employees dues for the New York State United Teachers, American Federation of Teachers, and Gouverneur School Related Personnel Union as said employees individually and voluntarily authorize the Board, in writing, to deduct and to transmit the monies to the Union. Employee authorizations shall be in writing in the form set forth below:

"Payroll Deduction Authorization"	
Social Security Number _____	
Last Name _____	First _____ Middle _____
District Name _____	
Union _____	
To the Board of Education: I hereby authorize you, according to arrangements agreed upon with the above association, to deduct from my salary and transmit to said association, dues as certified by said association for those organizations indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and October 1st of any given year.	
Member signature _____	Date _____

22.2 Effective July 1, 1978, the Gouverneur Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Gouverneur School Related Personnel Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Chapter 677 and 678 of the laws of 1977 of the State of New York.

The Gouverneur School Related Personnel Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 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 Union maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as are applicable for dues checkoff, except as otherwise mandated by law or this Agreement.

The Union accepts financial responsibility for any and all litigation by a unit member against the District arising out of agency fee deduction from non-members of the Union, provided that the District does not encourage or promote such litigation.

ARTICLE 22 PAYROLL DEDUCTIONS (Continued)

22.3 NYSUT Benefit Trust

The District shall allow Payroll Deduction for all members for the NYSUT Benefit Trust.

ARTICLE 23 CAFETERIA MONITORS

Monitors shall receive wages as shown in Article 18 and sick leave as shown in Article 12. Monitors shall not receive health insurance or other fringe benefits unless provided for in state and/or federal laws and regulations.

ARTICLE 24 ORGANIZATION ACTIVITIES

The GSRP Union may use bulletin boards, intra-District mail service, and employee mailboxes to notify members of GSRP Union functions and benefits, as well as District openings, provided it does not interfere with the operation of the Gouverneur Central School District.

ARTICLE 25 DURATION

This agreement shall be effective on the date of ratification by both parties through 06/30/2010. The salary schedule shall be effective 07/01/2005 for those employed by the District as of 10/25/2006 and employees who have submitted and received approval of their resignation for retirement retroactive to July 1, 2005.

BOARD OF EDUCATION, Gouverneur Central School District

By _____, Superintendent of Schools
Christine J. LaRose

GOVERNEUR SCHOOL RELATED PERSONNEL UNION

By _____, President
Martin O'Donnell

Dated: _____

Signed and Sworn to before me
this _____ day of _____, 2006.

Notary Public