

# **AGREEMENT**

**between**

**SUPERINTENDENT OF SCHOOLS  
GOUVERNEUR CENTRAL SCHOOL DISTRICT**

**and**

**GOUVERNEUR CENTRAL SCHOOL DISTRICT  
ADMINISTRATORS' ASSOCIATION**

**July 1, 2017 - June 30, 2021**

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## **ARTICLE I - RECOGNITION AND INCLUSION**

Pursuant to the New York State Public Employees' Act, the Gouverneur Central School District hereby recognizes the Gouverneur Administrators Association as the exclusive bargaining agent and representative for all District positions requiring administrative certification, including Principal, Assistant Principal, and Chairperson on Special Education, and excluding the Superintendent of Schools, Assistant Superintendent for Curriculum and Instruction, and Business Manager, when applicable. Recognition will continue so long as the Association is able to demonstrate that it represents a majority of the bargaining unit.

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement.

## **ARTICLE II - SAVINGS AND SEPARABILITY**

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.

Further, if any provision of this agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this agreement will continue in full force and effect.

## **ARTICLE III - NEGOTIATIONS**

Negotiations for a successor agreement will commence upon written request of either party. Such request will be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.

At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. After this initial meeting, no new proposals will be submitted by either party without mutual consent of the parties. This shall not, however, prohibit or restrain counterproposals from either party on the issues in negotiation.

Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach tentative agreement in the course of negotiations, subject, however, to final ratification of the Association and the Board of Education.

Meetings will be confidential and not open to the public. This does not preclude the sharing of information by each party with its respective constituency, e.g., board members and unit members. No information concerning these negotiations will be released to the general public or the news media prior to settling or to arriving at impasse, unless the release of information is by mutual agreement of the parties.

#### **ARTICLE IV - RIGHT TO JOIN AND AGENCY FEE**

Bargaining unit members have the right to join, or not to join, the Association and membership, or non-membership, shall not be a prerequisite for employment or continuation of employment with the District.

The District shall deduct from the salary of those bargaining unit members who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The Association agrees to hold the District harmless from any and all damages and liabilities which may arise as a result of dues collection from staff members who are not Association members.

#### **ARTICLE V - PERSONNEL FILE**

For each Association unit member, there will be one (1) official personnel file located and secured in the District office. It is agreed that documents of a negative or disciplinary nature will not be placed in the personnel file without the Association member's knowledge and signature acknowledging having seen the document. Such signature may not be withheld. No anonymous material will be placed in the Association member's file. Upon mutual agreement of the Association member and the District, documents of a positive nature will be placed in the file when received. An Association member shall have the right to be accompanied by a representative when examining his/her file. The District will determine the time and place for such inspection.

The District will furnish copies of items in the file upon the request of the Association member, pre-hiring excluded.

In the event a meeting is held with an Association member regarding a complaint which appears serious enough that disciplinary action may result, the member shall be entitled to be accompanied by a unit or other professional representative if one is desired. The Association member will have the right to submit a written response to any material placed in the file and his/her response will be attached to the file copy.

## **ARTICLE VI - EVALUATION**

The parties agree that they will conduct negotiations in accordance with the revised Annual Professional Performance Review (APPR) to the extent necessary to comply with Chapter 103 of the Laws of 2010 and the associated regulations of the Commissioner of Education. Any agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of the Association.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### **A. Intent**

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage and in the shortest time practicable is encouraged.

### **B. Definitions**

- 1) A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of an express term of this collective bargaining agreement which relates to or involves the administrator in the exercise of the duties assigned to him/her.
- 2) "Administrator" shall mean Association unit member.
- 3) "Representative" shall mean a person from the Association designated by the aggrieved administrator as his/her counselor to act in his/her behalf.
- 4) Within this entire article, "days" shall mean regular working days for the District.

### **C. Procedure**

- 1) *Level One (Informal)*:** An administrator will attempt to settle a grievance by discussing it with his/her immediate supervisor with the objective of resolving the matter informally. The request for this meeting with the supervisor must be made within ten (10) days of the incident giving rise to the grievance. The supervisor shall meet with the administrator within ten (10) days of the request for said meeting.
- 2) *Level Two (Formal)*:** If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent of Schools within ten (10) days after the Level One meeting. The written grievance will briefly state the facts and the remedy sought, and will be signed and dated by the administrator. If the Superintendent deems necessary, s/he shall schedule a meeting with the grievant and/or the grievant's representative to obtain additional information. Within fifteen (15) days after the written grievance is presented to the Superintendent of Schools, s/he shall give his/her decision in writing to the administrator.
- 3) *Level Three (Board)*:** If the administrator is not satisfied with the decision at Level Two, an appeal may be filed in writing with the Board of Education within ten (10) days after receiving the Superintendent's decision. The Board will meet in executive session at its next regularly scheduled meeting to consider the grievance submitted to them. The grievant and/or the grievant's representative shall have the right to appear before the Board and be heard. Within fifteen (15) days after the hearing, the Board shall give its decision in writing to the administrator and such decision shall be final and binding on the parties.

### **D. Procedure**

The District and the Association agree to facilitate any investigation which may be required and to make available any and all relevant, non-privileged material and documents, communications and records at the request of the other party.

### **E. Timeliness**

Failure of the grievant to move the grievance to the next step of the procedure within the specified time limit will render the grievance null and void and no further appeal will be allowed, unless the time limit is waived by mutual agreement. Failure of the District at any step to communicate a decision to the grievant within the specified time limit will permit the lodging of an appeal at the next step of the procedure, unless the time limit is waived by mutual agreement.

## **ARTICLE VIII - PROFESSIONAL DEVELOPMENT**

- A. Conferences. Association members may attend local, state and regional conferences with prior approval of the Superintendent or his/her designee. The pre-approved costs of such conferences will be paid by the District.
- B. With prior approval of the Superintendent or his/her designee, the District will pay for memberships in professional organizations and for professional journals, not to exceed \$500 per unit member per year and up to \$1,000 toward district membership in a professional organization such as ASCD. Excluded is any organization that represents employees in collective bargaining or in any potential litigation against the District.

## **ARTICLE IX - TRAVEL EXPENSES**

Association members will be reimbursed in accordance with the District's Board of Education policy for any and all approved travel when a school vehicle is not assigned and a privately owned vehicle must be used.

## **ARTICLE X - JURY DUTY**

If an Association member is required to serve on a jury, or is subpoenaed or requested to appear as a witness in a legal proceeding on behalf of the District, the administrator will receive his/her regular pay for the period of time actually required by such legal proceeding. In addition, reasonable travel time will be allowed.

## **ARTICLE XI - HOLIDAYS**

Twelve-month Association members will be entitled to thirteen (13) paid holidays as follows: July 4<sup>th</sup>; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday following Thanksgiving; Day prior to Christmas Day; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Good Friday; Memorial Day.

When one of the aforementioned holidays falls on a Saturday, it shall be observed on the preceding Friday; when one falls on a Sunday, it shall be observed on the following Monday.

Eleven-month Association members will work the base year (September 1<sup>st</sup> through June 30<sup>th</sup>) plus twenty (20) days during July and/or August and will receive all school

breaks, as received by District teachers, which fall between the first day of school and the last day of school.

## **ARTICLE XII - SICK LEAVE**

Eleven-month Association members will each receive eleven (11) days of sick leave per year, cumulative to two hundred and twenty (220) days.

Twelve-month Association members will each receive twelve (12) days of sick leave per year, cumulative to two hundred and forty (240) days.

A unit member who is absent from work due to illness for a period of three (3) consecutive work days will present proof of illness on return to work upon request of the Superintendent.

Sick leave shall be construed to include sickness or death in the immediate family for a reasonable number of days for emergency care or burial, not to exceed five (5) days for this purpose. In the case of emergency regarding sickness or death in the immediate family beyond the allowable five days, the Superintendent may, on a case-by-case basis, grant additional sick days. Any such additional allowance would not be precedent-setting and the failure to grant additional days would not be subject to the grievance procedure.

## **ARTICLE XIII - WORKERS' COMPENSATION**

Unit members suffering injury or illness in the course of their employment are covered by the New York State Workers' Compensation Law (Chapter 67 of the Consolidated Laws of New York). If absence is the result of injury or illness compensable under this Act, members may elect:

not to use sick leave and take standard compensation payments; or,

to use sick leave and be paid the difference between standard compensation payments and contract salary in addition to the former.

If the member selects (2), above, sick leave will be charged against the member in proportion to the difference between the salary and the compensation payment. For example, if the District pays one-third of the member's salary, the member shall be charged with one sick day for each three days of absence.



## **ARTICLE XIV - PERSONAL LEAVE**

Each Association member shall be granted three (3) personal days per year. Unit members need not specify the nature of the use of personal leave days; however, such leave is not to be taken to extend a vacation or holiday period, nor used for recreational or personal shopping purposes.

Personal leave must be requested at least two (2) work days in advance. If less than the two day notice is given, the unit member may be required to provide the reason for the leave and to show that two day notice was not possible.

At the end of the fiscal year (June 30<sup>th</sup>), any unused personal days shall accumulate as sick days.

## **ARTICLE XV - VACATION**

Twelve-month Association members shall receive twenty (20) days of vacation credit per year. Vacation credit for less than one full year of employment shall be prorated accordingly.

It is expected that vacation will be taken when students are not in session.

Vacation credit must be used during the fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) in which it is earned. If unused by the end of the fiscal year (June 30<sup>th</sup>), unit members will have the option to be reimbursed for up to three (3) days unused days. Any excess credit beyond the three days will be deducted.

## **ARTICLE XVI - ASSOCIATION DAYS**

The Unit President will be allowed up to five (5) Association days per year to conduct Association business. Additional days for extenuating circumstances may be permitted with the approval of the Superintendent of Schools or designee.

## **ARTICLE XVII - SCHOOL CLOSINGS**

If school closing is announced prior to opening for the day and the schools remain closed for the entire day, members of the GAA will not be required to report for work unless specifically instructed to do so by their immediate supervisor.

## **ARTICLE XVIII - HEALTH INSURANCE**

Unit members will be eligible for health insurance coverage in the St. Lawrence-Lewis School District Employees Medical Plan, as modified by Rider 9. Effective July 1, 2017, all unit members will be responsible for 15% of the premium cost

	July 1, 2017 - June 30, 2021
Individual	15%
Two Person	15%
Two Person Shared	15%
Family	15%
Family Shared	15%

A retired unit member will be responsible for the same percentage of the individual and dependent premium as that unit member paid during his/her last year of active service. To be eligible for health insurance coverage in retirement, a unit member must have five years of continuous service in the district.

### **Medicare Part B Premium Reimbursement**

The District has not at any time in the past provided Medicare Part B premium reimbursement to the members of this unit nor to their spouses and will not do so in the future.

## **ARTICLE XIX - DENTAL PLAN**

Effective with the 2014-2015 fiscal year, the District shall provide \$7500 per year for a Dental Plan for the Association. The plan shall be selected by the Association and will be subject to approval by the Superintendent of Schools.

## **ARTICLE XX - FLEXIBLE SPENDING PLAN**

The District 125 Flexible Spending Plan will be made available to Association members who wish to enroll in it. The associated management fee will be eliminated effective October 1, 2014.

## **ARTICLE XXI – CELL PHONE**

Members of the GAA shall maintain a personal cellular telephone/smart phone and shall provide appropriate school officers and staff with such phone number. The District shall pay members of the GAA a monthly reimbursement of \$50.00 toward the cost of such cellular telephone.

## **ARTICLE XXII - RETIREMENT INCENTIVE**

Any Association member who retires with five (5) or more years of continuous service in the District shall be eligible for a retirement incentive; provided, however, that the unit member must provide the District with a signed, irrevocable letter of resignation for the purpose of retirement not less than six (6) months prior to the unit member's effective date of retirement with the New York State Teachers Retirement System.

A unit member meeting the above-stated requirements shall receive as a deposit to his/her non-elective 403(b) account an amount equal to one-tenth of one percent of his/her annual salary for each day of accumulated sick leave, not to exceed the maximum number days as defined in Article XXIII.

## **ARTICLE XXIII - NON-ELECTIVE 403(b)**

- A. **No cash option.** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
- B. **Contribution limitations.** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) (1) of the Code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which the employee terminated employment.
- In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the employer as follows: For all members, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
- C. **403(b) Accounts.** Employer Non-Elective Contributions shall be deposited into a 403(b) provider account in the name of the employee.
- D. **Tier 1 Adjustments.** Tier 1 members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- E. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and

Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closely as possible, to the original intent of the parties.

- F. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, the 403(b) Provider will provide the Employer with a standard hold harmless agreement where the Employer has selected that provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.
- G. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
- H. Employer Non-Elective Contribution Equal to Retirement Termination Pay. The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with Article XXII of this Collective Bargaining Agreement. The employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

## **ARTICLE XXIV - INDEMNIFICATION**

All unit members are afforded indemnification protection in accordance with New York State Education Law Sections 3023, 3028, and 3811, as well as New York State Public Officers Law Section 18. It is the unit member's responsibility to notify the Superintendent of Schools immediately of any accident or claim arising from an action or inaction that occurred while the unit member was discharging his/her duties within the scope of District employment.

## **ARTICLE XXV - SALARY**

Each unit member will receive the following salary increases: Effective July 1, 2017 3.25%, Effective July 1, 2018 3.25%, Effective July 1, 2019 3.25% and Effective July 1,

2020 3.25%.

## **ARTICLE XXVI - LABOR MANAGEMENT COMMITTEE**

### **A. Living Contract**

To continue the concept of dialogue and interaction between members of the Gouverneur Administrators Association and the Gouverneur Board of Education, a Labor Management Committee (LMC) will be created.

The LMC will establish its own meeting schedule to deal with issues of concern put forth by either party as they arise. The LMC shall be comprised of the following representatives of each party:

GAA President and three (3) other members  
Superintendent and three (3) other Designees.

It is the intent of the parties that issue resolution shall be an ongoing process with issues addressed as they arise. Issues may be placed on the agenda of the LMC by either party at any time (subject to reasonable procedures established by the LMC for setting its agendas). Either party may require a meeting of the LMC to be held within thirty days if no meeting is scheduled. As agreements are reached by the LMC, any agreements requiring approval will be presented to the appropriate constituents prior to modifying the contract.

### **B. Living Contract and Contract Extension**

Each year of this agreement the LMC shall meet between May 1 and October 1 for the purposes of:

1. Discussion of procedures that will enhance the ability of the LMC to function effectively.
2. Skill training for effective functioning as a LMC.
3. Orientation of new members.

Each January, the LMC will schedule a meeting to address:

1. Whether the LMC is functioning as effectively as possible and what steps can

2. Whether the length of the contract can be extended and if so, what the terms and conditions of that extension will be.

## ARTICLE XXVII - DURATION

For the Association:

President \_\_\_\_\_ Date \_\_\_\_\_  
Gouverneur Administrators Association

Superintendent of Schools \_\_\_\_\_ Date \_\_\_\_\_  
Gouverneur Central School District