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GEN/4514

AGREEMENT

BETWEEN

LOCAL 200 UNITED, SERVICE EMPLOYEES
INTERNATIONAL UNION,

AND

AUBURN ENLARGED CITY SCHOOL DISTRICT

JULY 1, 2009 - JUNE 30, 2011



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAR 16 2010

ADMINISTRATION

20

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ARTICLE I
RECOGNITION

Section 1.

In accordance with the certification dated July 10, 1991 pertaining to individuals within this collective bargaining unit, the Public Employment Relations Board certified Local 200-B Service Employees' International Union, AFL-CIO, hereinafter referred to as the "Association", as the exclusive representative.

Section 2.

In accordance with the Public Employees' Fair Employment Law, Taylor Law, Article 14 of the Civil Service Law, recognition is for the purpose of collective negotiations with respect to negotiating and determining the wages, hours, terms and conditions of employment and the administration of grievances arising thereunder.

Section 3.

The period of unchallenged representation status of the Association shall run until seven (7) months prior to the expiration of this written agreement.

Section 4.

Those positions recognized in this agreement are as follows:

1. District Treasurer
2. Registered Professional Nurse
3. Computer Specialist
4. Tax Collector
5. Audio Visual Specialist
6. Head Bus Driver
7. Educational Technology Technician
8. Stores Clerk
9. Deputy Treasurer
10. Business Manager
11. Director of Facilities and Transportation

ARTICLE II
DUES WITHHOLDING

Section 1.

The School shall withhold from all employees authorizing membership dues and insurance premiums to be withheld from the General Service Association.

Section 2.

The School will forward such withholdings to Local 200-B, Service Employees International Union, AFL-CIO once each month. Dues shall be withheld in twenty-six (26) equal pay periods.

Section 3.

It is the understanding of the Association and the District:

- a. That the Association will assume the responsibility of obtaining dues authorization withholding.
- b. That one uniform method of payment will apply to all employees.
- c. That the local Association Unit President be responsible for dues reconciliation with the District.
- d. That if the member-employee leaves the employment of the District during the withholding period, the collection of all unpaid dues will not be the responsibility of the District.
- e. The dues deduction authorization shall include the right of the employee to cancel said authorization by giving two (2) weeks notice.

ARTICLE III
NO STRIKE PLEDGE

Section 1.

Pursuant to Section 210 of the Public Employees' Fair Employment Law, the Association hereby affirms that it does not assert the right to strike against the Auburn City School District, to cause, instigate, encourage or condone any strike, or to impose an obligation upon its membership to do the same.

ARTICLE IV
MANAGEMENT'S RIGHTS

Section 1.

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to hire, layoff, assign, transfer and promote employees to select and hire, to promote to a better position; to maintain efficiency of employees;

to determine the number of teaching and non-teaching staff; to make assignments, to introduce new or improved methods, techniques, and programs; to evaluate employees and to determine the method of evaluation; to establish busing procedures and requirements; to determine whether or not to subcontract; to determine the number and duties of employees; to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this Agreement. Except for specific provisions contained elsewhere in this Agreement, it is further agreed that the final decision of the District made by the Superintendent with respect to any of the above matters shall not be further reviewable by arbitration.

It is the intention of the parties that all of the rights, powers, prerogatives and authority that the District had prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This agreement constitutes the full and complete commitments of the School District to the General Services' Association.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 1. Definitions

- 1.1 A grievance is any alleged violation of this agreement.
- 1.2 An employee is any individual within the collective negotiating unit covered by this agreement.
- 1.3 An aggrieved party or grievant is an employee or a group of employees.

Section 2. Submission of Grievances

- 2.1 Before submission of a written grievance, the aggrieved party must individually attempt to resolve it informally with the immediate superior.
- 2.2 Each grievance shall be submitted in writing on a form approved by the Superintendent or his designee. The approved form shall identify the grievant, the provision of this agreement involved in the grievance, the time and place, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved. A grievance will not be processed unless the grievant complies with the above terms and conditions.
- 2.3 A grievance shall be considered waived unless the aggrieved party files his grievance with the Superintendent or his designee within five (5) working days after its occurrence.
- 2.4 An employee or group of employees may submit a grievance which affects each individually or wholly to the Superintendent or his designee.

- 2.5 Except as provided in Paragraph 2.1 above, it will be the responsibility of the Association to represent the aggrieved employee in the settlement of grievances arising hereunder.

Section 3. Grievance Appeal

- 3.1 The Superintendent or his designee shall respond in writing within five (5) working days to each written grievance filed. If the grievance is not resolved by the Superintendent or his designee, or if no answer is received within five (5) working days after submission of the grievance, the grievant may appeal to arbitration. Thereafter, the American Arbitration Association shall be requested to only appoint an arbitrator in accordance with its accepted rules of procedure.

Section 4. Arbitration

- 4.1 The arbitrator so selected shall conduct the proceedings in accordance with the New York Arbitration Law, Article 75, Civil Practice Law and Rules, and such other provisions as stated below.
- 4.2 Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse of the alleged grievance by means of the grievance procedure.
- 4.3 The arbitrator's award shall also set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
- 4.4 The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
- 4.5 The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this agreement.
- 4.6 The arbitrator shall imply no obligation upon the District, and the arbitrator's award shall be based only upon obligations that are specifically and expressly set forth in this agreement.
- 4.7 The arbitrator 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.
- 4.8 The costs for the services of the arbitrator will be borne equally by the parties.

ARTICLE VI
LEAVES AND VACATIONS

Section 1.

This article pertains to the following persons:

1. District Treasurer
2. Business Manager
3. Computer Specialist
4. Tax Collector
5. Audio Visual Specialist
6. Head Bus Driver
7. Educational Technology Technician
8. Stores Clerk
9. Deputy Treasurer
10. Director of Facilities and Transportation

Section 2. Personal Leave

- 2.1 Each employee shall be entitled to two (2) personal leave days, non-cumulative, each year which shall not be deducted from sick leave accumulation. Any additional personal leave days that are negotiated with other negotiating units in the school district during the term of this agreement shall be applicable to the members of this negotiating unit.
- 2.2 Personal business leave is to be used for matters which cannot be scheduled outside of school hours.
- 2.3 Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in each school office. Except in an emergency situation, requests for personal business leave shall be made at least forty-eight (48) hours in advance of the leave.
- 2.4 Personal business leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social or recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the board of education, or for conducting activities on behalf of the association, its affiliates or any other similar organization. In consideration of the above stipulations no specific reasons need be given for the personal business leave days when requesting personal business leave. However, an employee must have a reason which conforms to the above provisions.

Section 3. Sick Leave

Each employee shall be entitled to one (1) sick leave day with full pay (for personal illness) each working month; with provision for 200 days of sick leave accumulation who work on a ten (10) month schedule. Registered Professional Nurses shall be entitled to eleven (11) sick leave days each school year.

Section 4. Funeral Leave

Absence occasioned by attendance at a funeral in the immediate family shall not be construed as sick leave. Absences for funerals in the immediate family shall be allowed at full pay.

Three (3) days shall be allowed if the funeral leave is for a member of the immediate family. Immediate family includes: Spouse, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law and any dependent living in the household of the employee. Under extenuating circumstances funeral leave may be extended to two (2) additional days at the discretion of the Superintendent or his/her designee.

A maximum of one (1) school day may be taken with pay for attendance at a funeral for Aunt and Uncle. In case of the death of a close friend or other relative not included above, the superintendent may, in his discretion, grant a one (1) day leave of absence with pay. For funerals for someone other than immediate family members as defined above, it shall be deducted from personal leave. When possible, reasonable notice of funeral leave shall be given to the Superintendent or his designee.

Section 5. Emergency Illness

Absence occasioned by an emergency illness in the employee's immediate family shall be allowed at full pay for five (5) days each year. Immediate family includes: Spouse, children, parents, mother-in-law, father-in-law, grandparents, brothers, sisters, or any dependent living in the household of the employee. Reasonable prior notice shall be given to the Superintendent or designee.

Section 6. Family Care

A full time regularly employed member of the negotiating unit will be entitled to an unpaid leave of absence for up to two months for child care. At the discretion of the Board of Education and upon the recommendation of the Superintendent of Schools such unpaid leave may be extended for a total period of no more than one (1) year.

Section 7. Holidays

Thirteen and one-half (13.5) holidays will be granted to employees in eligible job classifications in the General Services Association. For example, except as provided in Article VIII, Section 7.1 holidays are not available for the position of "registered nurse". The holidays will be as follows:

July 4th
Labor Day
Columbus Day
Veterans Day
1/2 day before Thanksgiving, Thanksgiving and Day
After
Christmas and one day
New Years and one day
Martin Luther King Day
Good Friday
Memorial Day

The Superintendent of Schools reserves the right to adjust the holiday schedule so that it will be consistent with the needs of the District and the Central Office calendar

Section 8. Vacations

- 8.1 This section shall apply to twelve (12) month employees only.
- 8.2 For those employees who begin employment subsequent to the beginning of the fiscal year the following provision shall apply. During the first year of employment, and prior to the beginning of the next fiscal year, vacation days will be earned at the rate of one (1) day for each two (2) months of full-time employment. Employees may begin to take their earned vacations after the beginning of the fiscal year immediately subsequent to the date of employment.
- 8.3 (A) This provision applies to employees who are employed for twelve (12) months. After one (1) full fiscal year of employment, these employees shall have earned twenty-one (21) working days of paid vacation, which may be taken beginning with the fiscal year subsequent to the completion of the employee's first fiscal year of employment.
- (B) For each full fiscal year of employment completed thereafter, a twelve (12) month employee shall earn twenty-one (21) working days of paid vacation. This vacation may be taken beginning with the fiscal year after it was earned.
- (C) A twelve (12) month employee who has completed a full fiscal year of employment and who terminates his/her services shall be entitled to payment for those unused vacation days that were earned during the preceding fiscal year.
- (D) A twelve (12) month employee shall also be entitled to receive payment for those vacation days earned during the fiscal year in which the employee terminates his/her services with the District.
- (E) Payment for unused earned vacation time shall be based upon the salary or wage rate of the employee in effect at the time the vacation time was earned.

- (F) Vacation time shall be considered to be earned at the pro rata equivalent of full time employment. That is, a twelve (12) month employee shall earn vacation time at the rate of one and three quarters days (1.75) for each month of employment completed subsequent to the beginning of the fiscal year he/she was employed.
- 8.4 All vacation time earned must be taken during the fiscal year following the year in which it was earned. Exceptions to this will be permitted only if there is prior written approval of the Superintendent or his designee.
- 8.5 Vacation shall be taken at a time which is agreeable to the administration so that normal operations will not suffer.
- 8.6 Hourly employees are not entitled to any paid vacation time.
- 8.7 For 12 month employees hired after July 1, 2001: Each such employee with one (1) full fiscal year of service shall be entitled to ten (10) days of vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Each such employee with five (5) fiscal years of service shall be entitled to fifteen (15) days of vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Each such employee with ten (10) fiscal years of service shall be entitled to twenty-one (21) days of vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Section 9. Jury Duty and Court Appearance Leave

- 9.1 Individuals within this article of the collective bargaining unit who are not able to obtain a deferment or will not be released from jury duty shall notify the Assistant Superintendent as soon as notice is received. Such employees shall receive the difference between their regular daily salary and pay received for jury duty. A written signed explanation statement shall be submitted to the Assistant Superintendent.
- 9.2 Court Appearance - Any member of this collective negotiating unit who is required to appear in court either as a principal or witness, shall suffer no loss of pay for the hours actually spent in court. Court reimbursement shall be deducted from regular wages. However, this section does not apply for appearances in grievance or improper labor practice proceedings, except insofar as the District may call the employee as a witness.

Section 10. Military Service Leave

Military service leave shall be in accordance with Section 242-243 of the Military Law.

Section 11. Unpaid Leave of Absence

Employees in the Unit may be granted, upon request, a leave of absence without pay for up to one (1) year if recommended by the Superintendent and approved by the Board of Education. An employee on an approved leave of absence shall not lose seniority, and shall be reinstated at the prevailing rate of pay in their job title. However, unit members on an approved leave of absence shall not accrue any other benefits under this agreement. Unit employees must request leave in writing, setting forth the beginning and ending date of the leave as well as the reason(s) for which the leave is desired. If the leave is for medical reasons, the District may request verification from a physician. Furthermore, upon an employee's return to work, the District may require medical verification of the employee's ability to perform the duties of his/her job. A leave of absence may be extended for an additional year, if requested by the employee as set forth above.

ARTICLE VII
PENSIONS AND INSURANCE

Section 1. Pensions

1.1 The employees listed below may be members of the New York State Employee's Retirement System, and the provisions of Plan 75I(1/50th non-contributory plan) shall apply:

1. District Treasurer
2. Registered Professional Nurse
3. Computer Specialist
4. Tax Collector
5. Audio Visual Specialist
6. Head Bus Driver
7. Educational Technology Technician
8. Stores Clerk
9. Deputy Treasurer
10. Business Manager
11. Director of Facilities and Transportation

1.2 The School District agrees to make available to members of the negotiating unit the following optional coverage for the Retirement Plan 75I.

a. 41-j additional service credit

Section 41-j of the Retirement and Social Security Law applies to certain, eligible employees and provides for up to 165 days of unused sick leave to be allowed for additional service credit on a calendar day basis providing that cash payment has

not been made to the employee for such unused sick leave. For example, subject to the provisions of Section 41-j, an employee who has accumulated 165 days of unused sick leave at the time of retirement would have an additional credit made for length of service of 165 calendar days. The effect of this would be to increase the retirement benefit for the employee.

b. Section 60-b of the Retirement and Social Security Law

60-b guaranteed minimum death benefit Section 60-b of the Retirement and Social Security Law provides for a minimum guaranteed ordinary death benefit for certain, eligible employees to be equal to three times the compensation earned by the employee during the last twelve months of service but in no event greater than \$20,000.

Section 2. Health Insurance

- 2.1 The Board of Education shall provide coverage for its employees under the Blue Cross/Blue Shield of Central New York and the Phoenix Mutual Life Insurance Company (Major Medical), or an equivalent health insurance plan selected by the Board of Education. The Auburn General Services Association shall be afforded the opportunity to review the bid specifications prior to publication. Further, the Board of Education shall have the right to self insure the schedule of benefits. On July 1, 1981, the schedule of benefits will be increased so that it is equivalent to the Blue Cross/Blue Shield Select Blue. The Blue Cross/Blue Shield Region Wide Option 1 Plan will be considered an equivalent to the Blue Cross/Blue Shield Select Blue.

The premiums for such policy or plan will be paid for in full by the Board for each person who is paid on an annual salary basis and his or her dependents. Persons who select individual coverage will pay an annual deductible of \$150.00 and persons who select dependent coverage will pay an annual deductible of \$300.00 for expenses incurred and covered under the "basic" portion of the health care plan. The parties further understand and agree that the \$150/\$300 basic deductible is in addition to any other deductibles, which may be or are required under the major medical portion of the District's health care plan. Receipts for qualifying medical expenses for the deductible must be submitted to the designated plan administrator for verification and approval prior to an employee being eligible for benefits provided by the health insurance policy or plan. The annual basic deductible shall become effective on July 1, 1984.

Effective July 1, 2007, unit members will be responsible for 10.0% of the cost of their health insurance premium, to be deducted in equal amounts each pay period.

- 2.2 The above referenced deductibles shall become effective on health insurance expenses incurred on or after January 1, 1986.
- 2.3 Effective January 1, 1986, the District agrees to provide a maximum benefit for major medical and a major medical limitation not to exceed \$500,000.

- 2.4 The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.
- 2.5 The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.
- 2.6 If an individual is unable to convert, then the individual shall, at his or her written request shall be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.
- 2.7 If an individual in the negotiating unit is laid off, that individual will be eligible to continue coverage for a period of two (2) years from the effective date of the layoff providing that the individual pays the full cost of the premium and further providing that the unit employee is unemployed and not eligible for coverage under another employer's group health care plan.
- 2.8 The full cost of the premium under either conversion or continuation shall be assumed by the employee.
- 2.9 If the District establishes a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.
- 2.10 The District agrees to give serious consideration to the size of the group for self insurance in order to insure financial security of any self insurance plan. The Association will be fully informed of the actual basis upon which the decision is made.
- 2.11 Provision of this insurance is not automatic. It shall be the responsibility of the employee entering the Auburn School System or rejoining it after an extended absence to confirm at the Board Office his/her desire for coverage, and effective date thereof.
- 2.12 Effective July 1, 1994, part-time employees who are hired on or after July 1, 1994 who are eligible for insurance coverage will be required to pay for insurance on a pro-rated full time equivalent basis.

Section 3.

- 3.1 In the event changes are made to the health care plan provided to teaching employees of the District that affect: (1) the basic plan and/or major medical deductibles, (2) premium amount paid by the employee, or (3) any other change in benefits; such changes shall be applicable to members of this negotiating unit.

- 3.2 Changes, if any, made with regard to the health care plan, in accordance with Section 3.1 above, shall also then apply to any unit member who retires after ratification of the 1991-1994 Agreement.

Section 4. Dental Insurance

- 4.1 Beginning on July 1, 2007, the Board of Education shall contribute up to \$190.00 per school year, per member of the negotiating unit, for a dental insurance plan selected by the Board, with a schedule of benefits similar to the Blue Shield High Option Basic Dental Plan.

The General Services Unit shall participate in a District-wide committee to discuss alternatives to the existing dental plan.

Section 5. Flexible Spending Plan

- 5.1 The District agrees to provide a Flexible Spending Plan to members of the negotiating unit represented by Local 200-B, SEIU. Any administrative fees for this plan shall not be borne by the District.

Section 6. Retiree Health Insurance

The District shall pay the entire health insurance premium for bargaining unit members who were hired prior to June 24, 1992, and who retire under terms of the 1991-1994 agreement. The retiree's health insurance benefits shall be subject to any changes made to the District's health insurance program as set forth in Sections 3.1 and 3.2 above

The District shall continue to offer Medicare supplemental coverage for those eligible individuals and their eligible dependents, if any, for unit members who retire during the term of the 1991-94 Agreement and thereafter, subject to the provisions of sections 3.1 and 3.2 above.

Unit members who are hired after June 24, 1992, may, upon retirement and with ten (10) years of service to the District, use their accrued sick leave to purchase health insurance as follows:

i. Individual Coverage:

From day of retirement at the rate of one (1) day per month of coverage, i.e.: 200 accumulated days = 200 months of eligible individual coverage commencing on the day of retirement.

ii. Dependent Coverage:

From day of retirement at the rate of (2) days per month of coverage, i.e.: 200 accumulated days=100 months of eligible dependent coverage commencing on the day of retirement.

This section is in addition to any Section 41(J) benefits to which the unit employee would otherwise be eligible.

ARTICLE VIII
COMPENSATION AND BENEFITS

Section 1.

Bonds and Annuity deductions shall be withheld from the individual's payroll for those employees requesting it.

Section 2.

The District shall assume the responsibility for printing this agreement, and copies shall be provided to all employees within this unit with ten (10) copies to be supplied to the Unit President.

Section 3.

If any provision of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties agree to meet within thirty (30) days to renegotiate the negated article or section.

Section 4.

4.1 Salaries for unit members will be increased as follows:

Effective July 1, 2009, a 3.5% salary increase for all returning bargaining unit members.

Effective July 1, 2010, a 3.5% salary increase for all returning bargaining unit members.

4.2 Entry level salaries or salaries for persons new to the position for additional positions or vacancies of existing job titles will be established at the discretion of the Board of Education, but will be \$500.00 less than the salary of current employees.

4.3 Longevity Payments

For the 2009-2010 and 2010-2011 school years employees in this unit shall receive longevity payments on the following basis: after five (5) years experience a total of \$400 will be added to base salary; after ten (10) years experience a total of \$525 will be added to base salary; after fifteen (15) years experience a total of \$625 will be added to base salary; after twenty (20) years experience a total of \$750 will be added to base salary.

Section 5.

All benefits and salary shall be pro-rated for employees not in service for the entire fiscal year or for those employees hired after the beginning of the fiscal year.

Section 6.

If it is feasible, the General Services Association may be permitted to use the facilities of the school district for the purpose of meeting. The Association must request use of facilities at least three (3) days prior to the meeting.

Section 7. Working Conditions (School Nurse)

- 7.1 The regular work year of the registered professional nurse shall be the same as that required for teachers.
- 7.2 School Nurses will be paid according to the schedule of pay days established for the instructional staff. In the event that a paycheck falls due on a non-school day, it shall be made available on the last official school day preceding this date.
- 7.3 Home Visit - In an appropriate circumstance a registered professional nurse may request to be accompanied in making a home visit.
- 7.4 Orientation – The District will provide newly employed school nurses with an Orientation. New employees will be given a copy of the current collective bargaining agreement.
- 7.5 The School District will pay the full cost of malpractice insurance covering registered professional nurses until or unless the School District decides to self fund its liability for any potential loss. Under such circumstances, the School District will notify the Unit President and the registered professional nurses in the negotiating unit.
- 7.6 School nurses who perform sports physicals will be paid an hourly rate based on their annual salary, plus longevity payments if applicable.
- 7.7 Insofar as feasible, registered professional nurses will be notified in writing if any major changes are planned in their work schedule by August 15 of each school year.

Section 8. Job Related Courses

The District will pay the tuition for members of the negotiating unit for one job related course (3 credit hours) each semester or one job related seminar each semester or an approved equivalent combination of credit hours and seminars at any accredited school providing that application must be made in writing to the Office of the Superintendent or his designee prior to taking the course, and the course must be approved. The Superintendent of Schools may in his discretion approve courses which are not job related.

The District will pay fees or tuition costs for members of the negotiating unit for one non-accredited conference, workshop or seminar per semester provided such conferences, workshops or seminars are job related. Unit members must, prior to attending any conference workshop or seminar, submit an application in writing to the Office of the Superintendent or his/her designee for approval. The Superintendent may, in his/her discretion, approve courses which are not job related.

Evidence of having satisfactorily completed the course must be presented to the Office of the Superintendent or his designee who will approve the reimbursement of the tuition at that time.

Section 9. License Reimbursements

The District agrees to reimburse members of the negotiating unit for the cost of licenses that the District requires a member to possess providing that the member must possess the minimum license at the time of appointment to his or her position. Licenses eligible for reimbursement include renewals for Asbestos Management Planner, Asbestos Abatement Worker, Infection Control, Pesticide Applicator, Licensed Professional Nurse and SBDI. Licenses for Commercial Drivers License, Motor Vehicle Operators License or certificates issued by the New York State Education Department Bureau of Teacher Certification are not eligible for any reimbursement whatsoever. Prior notice must be given by the payment for the license in writing before the member seeks renewal in order for the member to be eligible for reimbursement.

Section 10. Identification of Designee

The District will notify the unit president in writing of the person designated to administer the provisions of section 8 and section 9.

Section 11. Mileage Reimbursement

Members of the negotiating unit who are authorized to use their personal vehicle in completing their assigned duties shall be reimbursed for mileage at the Internal Revenue Service rate per mile during the 2009-2010 and 2010-2011 school years.

Section 12. Paychecks

Ten (10) month bargaining unit members may elect to receive their wages in either twenty-one (21) or twenty-six (26) pay periods. There can only be one (1) election per school year. Once a payment option is selected, it cannot be changed until the following school year.

Section 13. Work Day

The District shall inform bargaining unit members of their starting and quitting times. If a bargaining unit member who is not an exempt employee under the Fair Labor Standards Act is asked or directed to perform extra duties beyond the end of the regular work day (ie: Sports

Night), then the bargaining unit member shall be compensated for his/her services at a rate not less than their regular hourly rate.

ARTICLE IX

SENIORITY, POSTING, LAY-OFF AND RECALL RIGHTS

Section 1. Seniority

- 1.1 Seniority is that length of uninterrupted continuous service in the job title in the Bargaining Unit which will prevail in the case of reduction in force, lay-off and recall.
- 1.2 The District will provide a unit seniority list to the Unit President once each year.

Section 2. Job Posting

Within ten (10) working days of the date a new job is created or within ten (10) working days of a job becoming vacant in the bargaining unit and which the District decides to fill, the School District shall post the position in the employees' work area for a period of five (5) working days. The posting will show at least the following:

- a. Job Title
 - b. Location of work
 - c. Starting wage rate and/or range of compensation
 - d. Duties
 - e. Qualifications and eligibility standards
 - f. Date of post and date post is to be removed
- 2.1 All job posts will originate in the Office of the Superintendent or his designee. Building Principals will be responsible for placing and removing posts. All posts will be returned to the office of the Superintendent for further action.

Applicants must apply for jobs by submitting an application form to the Superintendent Of Schools or his designee. The District shall provide the form.

Any employee who fails to apply for a posted job as provided, will be considered as having waived his rights, if any, as regards to the filling of such a job at that time.

Section 3. Standards for Awarding Job

- 3.1 As provided in section 1 where a job vacancy is filled because of bidding, promotion, transfer, reduction in force, lay-off or recall the following standards will govern:
 - a. Ability to perform the work required on the job involved in a reasonably efficient manner.

- b. The worker has the capacity to meet the physical requirements of the job.
 - c. Length of service.
- 3.2 All job postings shall be filled within thirty (30) working days of the closing date of the job posting notice.

Section 4. Lay-Off Procedures

- 4.1 In the event of a layoff, or reduction of hours, the District will determine the number of employees and classifications affected and inform the Union through the Unit President prior to implementing such layoff or reduction in hours.
- 4.2 The layoff or reduction of hours will occur according to seniority.
- 4.3 An employee affected by a layoff or reduction in hours may displace a less senior employee in the same classification. If an affected employee has the skill and ability to perform a job in another classification, he or she may displace a person with less seniority.
- 4.4 In the event that the District intends to abolish a position in the negotiation unit and there is only a single employee occupying the position, the Superintendent of Schools will give 120 calendar days notice in writing to the affected employee setting forth the intent of the District to abolish the position. This provision does not apply to the positions of attendance officer aide, district treasurer, tax collector or any other position that is made either on an annual appointment basis or is an officer of the Board of Education.

Section 5. Recall Rights

- 5.1 In the event of a recall, the last person to be laid off to the job title being recalled shall be the first person to be recalled.
- 5.2 An employee recalled to work shall be given notice to that effect, mailed his or her address of record with a copy to the Union President. The employee must then notify the District of his or her intent of return to work within fourteen (14) days (Monday-Friday) following the mailing of the certified mail recall letter.
- 5.3 Employees shall remain on the recall list for a period of two years from the effective date of the layoff.

ARTICLE X
PUBLIC EMPLOYEE'S FAIR EMPLOYMENT LAW

Section 1.

Section 204 a. Agreements between public employee and employee organizations.

"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 therefore, shall not become effective until the appropriate legislative body has given approval."

Section 2.

This Agreement shall constitute the full and complete commitments of the District to the General Services Association. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

It is further agreed that this Agreement is the result of collective negotiations between the District and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of the Agreement supersede all conflicting policies and directives of the District's Board of Education and may be changed only through the mutual agreements of the District and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

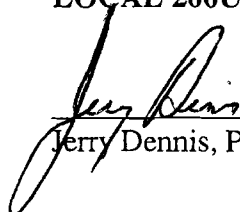
Section 3.

The parties to this agreement, fully aware of the requirements of Civil Service Law 209-a (1) (d) and (e), do hereby agree that any term of this contract or the obligation to submit a grievance to arbitration will expire on June 30, 2011 and will not continue thereafter. Except as otherwise provided, this agreement shall continue in full force and effect from July 1, 2009 to June 30, 2011.

ARTICLE XI **EVALUATIONS**

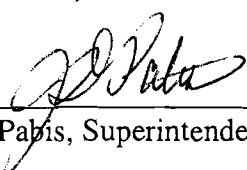
In order to maintain a highly qualified staff, and to promote continuing development, each unit member will be evaluated at least one time per school year. Neither this article nor the outcome of any evaluation shall be subject to the grievance procedure.

**SERVICE EMPLOYEES
LOCAL 200 UNITED**

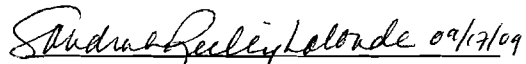


Jerry Dennis, President 9/10/09 Date

**ENLARGED CITY SCHOOL DISTRICT OF
AUBURN, NEW YORK:**



J.D. Pabis, Superintendent of Schools Date



Sandra Reilly Lalonde 09/17/09 Date
Chairperson
General Services Unit

Liz Golembeski Date
Executive Vice President/Union Representative

