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WC/5088

AGREEMENT BETWEEN THE

GATES CHILI CENTRAL SCHOOL DISTRICT SUPERINTENDENT

AND THE

GATES CHILI ASSOCIATION OF SCHOOL RELATED PROFESSIONALS

EFFECTIVE JULY 1, 2004

THROUGH

JUNE 30, 2007

RECEIVED

JAN 30 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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ARTICLE 1

RECOGNITION

1. Pursuant to the New York State Public Employees Fair Employment Act, the Gates Chili Board of Education recognizes the Gates Chili Association of School Related Professionals as the exclusive negotiating representative for all employees in the unit including the civil service positions of Senior Account Clerk, Stenographer, Account Clerk Typist, Clerk Typist, Telephone Switchboard Operator, Part-time Clerk Typist, Library Page Clerk, School Aide, Teacher Aide, Audio Visual Assistant, Health Aide, Clerk IV or the District positions of Secretary to the Building Principal, Secretary to the Director of Athletics, Secretary to the Assistant Principal, clerical position(s) in Student Services, Clerical position(s) in Special Education, clerical position(s) in the Business Office, Guidance Office Secretary, Secretary to Continuing Education, Secretary to Food Services, Career Center Aide, Computer Aide, District Office Receptionist.
2. The Gates Chili Association of School Related Professionals shall enjoy the maximum period of unchallenged representation status as prescribed in Section 208 (2) of the Taylor Law.

ARTICLE 2

DEFINITIONS

As used in this Agreement:

1. BOARD shall mean Board of Education of the Gates Chili Central School District.
2. SUPERINTENDENT shall mean the Superintendent of Schools or his/her designee of the Gates Chili Central School District.
3. ASSOCIATION shall mean the Gates Chili Association of School Related Professionals.
4. EMPLOYEE - Shall mean all employees represented in the bargaining unit as described in Article 1, Section 1.

ARTICLE 3

NO STRIKE CLAUSE

The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Gates Chili Central School District.

ARTICLE 4

NEGOTIATIONS PROCEDURES

1. The term "Parties" refers to the Gates Chili Central School District Superintendent and the Association of School Related Professionals.
2. Neither party in any negotiations shall have any control over the selection of the negotiating team of the other party.
- 3.a. By no later than December 1 of the year prior to the termination of this contract, the Association President(s) and the Superintendent will meet to discuss negotiations for a successor agreement. The Association President(s) may have present at this meeting a full time representative. If both parties agree, negotiations will begin by no later than the first Friday in January with each party submitting five proposals exclusive of salary considerations. For the purpose of this article, a proposal will be defined as one or more changes to, or deletion of, a current article, or the addition of a new article.
- b. If either party requests to open negotiations early, and not according to the stipulations in 3 a., and the other party agrees, the party requesting to open will present their proposals in detail at the first meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The first meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.
- c. If there is not mutual agreement to begin negotiations as described in Section 3a. or 3b. of this article, then negotiations for a successor agreement will begin with the exchange of proposals on the first Friday in February prior to the termination of this contract unless both parties agree to extend the date.
4. Agreements reached by the negotiating teams shall be signed by the spokesperson of each negotiating team and shall be submitted, in writing, to the Superintendent and the Association members for ratification.
5. Upon ratification, the Agreement shall be signed by the President(s) of the Gates Chili Association of School Related Professionals and the Superintendent of Schools.
6. Designation of personnel, materials, methods of reproduction, and distribution of copies of the Agreement will be by mutual consent of both parties. The Association agrees to pay one half (1/2) of the total cost which exceeds \$200 for the typing, materials and production of said Agreement.
7. The Superintendent shall not discriminate in any way, nor permit any member of the Administrative staff to discriminate against any Association member by reason of his/her membership in, or participation in, the activities of this Association, or his/her exercise of rights granted under this Agreement.

ARTICLE 4: NEGOTIATIONS PROCEDURES - continued

8. The Association shall not discriminate in any way against any of the secretarial staff, administrative staff, or Board in the performance of duties under the terms of this Agreement and/or Board of Education policy and regulations.
9. The Superintendent and the Association subscribe to the principle that differences shall be resolved by lawful, peaceful and appropriate means.

ARTICLE 5

ASSOCIATION RIGHTS

1. The Association shall have the right to use school buildings at reasonable times for meetings. A request for the use of buildings shall be submitted to the principal of the building in question at least two (2) days in advance of the time and place of the meeting.
2. Any costs incurred by the District due to Association use of buildings or due to other activities of the Association shall be borne by the Association.
3. The Association shall have the right to use the regular school district delivery service, to place notices, circulars and other materials on a bulletin board in the faculty room designated by the building principal, and in employees' mail boxes.
4. It is expressly understood that no member of the administration shall assume responsibility for the posting, distribution, or collection of materials for the Association.
5. The District agrees to release the President(s) and/or his/her designee for the Gates Chili Association of School Related Professionals for a cumulative total of three (3) days per year for Association business upon two (2) days notice, when possible, to the immediate supervisor. Such released time is contingent upon the availability of a substitute.
6. The cost of paying the substitute shall be borne by the Gates Chili Association of School Related Professionals. The Association shall reimburse the District at the end of each semester.

ARTICLE 6

NEW EMPLOYEES TO THE GATES CHILI SCHOOL DISTRICT

1. All new employees will receive in writing from the district a notice including his/her job title and the hourly rate of pay. The Association assumes the responsibility to provide each new employee with a copy of the current contract.
2. The Administrator in charge of hiring new personnel, or his/her designee, shall inform new employees about the following:

ARTICLE 6: NEW EMPLOYEES TO THE GATES CHILI SCHOOL DISTRICT - continued

- a. Retirement Plan
 - b. Basic Health Coverage
 - c. Dental Plan
 - d. Optical Plan
 - e. Civil Service Status and Requirements for Tests
 - f. Physical Examination Requirements
 - g. Length of Service
 - h. Social Security Participation
 - i. Flexible Spending Arrangement Benefits Plan
3. It is agreed that the Superintendent will provide the Association President(s) in writing, the names and job titles of new employees in the unit as they are hired in the District.

ARTICLE 7

DUES DEDUCTION

1. The District agrees to the check-off of Association dues in amounts to be determined by the Association. A form agreeable to both the school district and the Association will be developed for this purpose.
2. Dues deduction authorization shall be in writing in the form agreed upon. Additional authorizations submitted after October 1 shall be for new members only and must be submitted at least two (2) weeks prior to any regularly scheduled pay date. For members wishing dues deduction in September, authorization cards must be presented by September 1.
3. Association members who leave the District prior to the completion of the school year shall have the remaining amount owed to the respective Association deducted from their final paycheck.

ARTICLE 8

TIME AND ONE-HALF

1. All employees covered by this Agreement shall be paid time and one-half for all authorized hours worked above and beyond forty (40) hours per week. Holiday hours are to be included in computing the forty (40) hours per week.
2. If an employee is asked to work on a Saturday, Sunday and/or holiday and this is beyond their regular work schedule, then said additional hours worked (Saturday, Sunday and/or holiday), will be paid time and one-half.

ARTICLE 8: TIME AND ONE-HALF - continued

3. Employees asked to work beyond their regular work day will be paid for their time pursuant to Sections 1 and 2 above with the approval of the Assistant Superintendent for Administration and Personnel.
4. There will be a uniform policy of compensatory time throughout the District. If it is agreed that compensatory time is to replace paid time for work beyond the employee's regular work day, that time worked will be credited in blocks of ten (10) minutes and may be used only in blocks of one (1) or more hour(s). It will be the responsibility of the employee to keep a record of any time worked beyond his/her regular work day, which was authorized by his/her immediate supervisor, for the purpose of compensatory time reimbursement. Each day, any compensatory time is to be initialed by the immediate supervisor, and every two weeks, the employee will submit an accounting of approved accumulated time for compensatory time reimbursement. The use of this time will be by mutual agreement between the immediate supervisor and the employee and must be used during the school year in which it is earned.

ARTICLE 9

TAX SHELTERED ANNUITY PROGRAM

The District shall establish procedures whereby employees may take part in a tax sheltered annuity program provided by an insurance company designated by the individual employee wishing to take advantage of said program.

ARTICLE 10

EMERGENCY CLOSING OF SCHOOL

1. All employees working eleven or twelve months are expected to report to duty as scheduled unless otherwise notified by the appropriate Administrator. Any employee who is expected to report to work but is unable to do so for compelling reasons (i.e. impassable roads), shall so advise their Building Administrator or Supervisor, and pending approval, shall be compensated at his/her regular rate of pay. If school is closed for emergency or reasons of inclement weather, and eleven and twelve month employees are informed not to report to work, then eleven and twelve month employees will receive their regular hourly rate for their regularly assigned hours for that day.
2. All employees other than those described above will not be paid for days that school is closed for emergency or reasons of inclement weather, when announced over the official radio station or through telephone calls from their immediate Building Administrator or Supervisor. Personnel in these groupings may not use Extraordinary Leave of Absence Days for Emergency Closings.

ARTICLE 10: EMERGENCY CLOSING OF SCHOOL – continued

3. Any day any employee reports to work as scheduled, and then the facility must be closed for emergency reasons, the employee will receive his/her hourly rate for his/her scheduled hours. Any day school opens after the regular starting time and an employee reports to work at the newly scheduled starting time for that day, the employee will receive his/her hourly rate for his/her regularly scheduled hours.
4. If no emergency days are used during the work year and the District closes school for that express purpose, then all employees will receive his/her hourly rate for his/her scheduled hours for that specific closing.

ARTICLE 11

JURY DUTY

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such services will be turned over to the school district less any expenses incurred for parking and food when supported by receipts.
2. When a stipend or payment is received, employees are responsible to submit receipts for related expenses using proper District reporting procedures as defined by the Superintendent.
3. When a stipend or payment is not received for jury duty, employees will be given leave at full salary. Expenses incurred will not be the responsibility of the School District when a stipend or payment is not received.

ARTICLE 12

PREGNANCY AND CHILD REARING LEAVE

1. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
2. Employees disabled due to pregnancy will be expected to return to their duties as soon as their physician/school physician considers them to be no longer disabled.
3. Employees desiring a child rearing leave may make application for such leave to the Superintendent of Schools.

ARTICLE 12: PREGNANCY AND CHILD REARING LEAVE – continued

4. A child rearing leave will be granted under the following conditions:
 - a) Such child rearing leave will be granted without pay or benefits for up to one year
 - b) Request for child rearing leave must be made at least forty (40) days prior to the beginning of the requested commencement of such leave unless medical conditions preclude such notice.
 - c) An employee on child rearing leave may continue in the District's group health insurance plan upon his/her payment of premiums.

ARTICLE 13

LEAVE OF ABSENCE FOR ADOPTION REASONS

1. Any member of this Association adopting a minor under the age of fourteen (14) may receive similar leave to that granted under Pregnancy and Child Rearing Leave and shall commence two (2) weeks prior to receiving actual custody of said child.
2. Requests for such leave shall be given to the Building Principal according to District Policy (no less than thirty [30] days prior to expected departure.)

ARTICLE 14

BEREAVEMENT LEAVE

It is the purpose of this article to authorize the payment of full salary for a period not to exceed three (3) days to employees who are absent as a result of a death in the family.

1. For the purpose of this article, the term "family" shall include father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, son-in-law, daughter-in-law, grandchildren, aunt, and uncle.
2. In the case of a death of a person(s), not covered under Section 1 of this article, who played a significant role in the life of a member, the Superintendent may, at his/her discretion, grant up to three (3) days of bereavement leave.
3. It is expected that notification shall be given to the appropriate supervisor so that necessary arrangements for substitutes can be made.

ARTICLE 14: BEREAVEMENT LEAVE – continued

4. Any leave of absence granted under this policy is not deductible from leave of absence allowed for illness. The limit of three (3) days is for each occurrence.
5. Under extraordinary conditions, the Superintendent may, at his/her discretion, grant additional time.

ARTICLE 15

STAFF DEVELOPMENT

1. The District encourages employees to participate in activities which will further develop their skills and job knowledge.
2. If employees participate in after school hours inservice courses offered or approved by the District, approved participants shall receive a stipend at the rate listed below per hour of successful completion of the course.

Effective
July 1, 2004

\$9.00/hr.

3. Payment shall be made to the employee at the successful completion of the course, and the hourly rate in section 2 above will be used in calculating payment pursuant to the terms of this article.

ARTICLE 16

POSTING OF JOB VACANCIES

1. Job vacancies shall be posted in all buildings at least ten (10) student days before the final date of application, inviting applicants to apply to the proper staff member charged with filling the particular vacancy. Other factors being equal, district employees will be given preference.
2. If the vacancy occurs between July 1 and September 1, the Assistant Superintendent for Administration and Personnel shall notify the Association President (s) or his/her designee of said vacancy.

ARTICLE 17

GRIEVANCE PROCEDURE

The primary purpose of this procedure is to secure equitable solutions in a rapid and orderly manner to the problems which might arise between an employee and an immediate supervisor at the lowest possible level.

BASIC PRINCIPLES

1. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
2. An employee shall have the right to be represented at any of the procedures by a person or persons of his/her own choice. A member of the Association shall have the right to be present at any of the procedures. The member shall be designated by the President(s) of the Association.
3. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to each case.
4. All hearings shall be confidential unless an open hearing is desired by mutual agreement.
5. If the aggrieved employee does not act within the specified time limit at each level, he/she shall forfeit the right to continue the grievance. The grievance shall be considered resolved at the last level of action.
6. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and render a disposition within the time specified in these procedures. If the disposition is not forthcoming within the specified time limit, the aggrieved employee may continue to the succeeding level.
7. All forms for the filing of grievances will be prepared jointly by the Association and the Superintendent, and will be given appropriate distribution.
8. The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment.
9. The existence of the procedure as hereby established shall not be deemed to require any employee to pursue the remedies herein provided.
10. No written grievance will be entertained as described herein, and such grievance shall be deemed waived, unless the written grievance is forwarded at the first available stage within twenty-five (25) working days after the employee has been requested to fulfill the act or condition upon which the alleged grievance is based.

ARTICLE 17: GRIEVANCE PROCEDURE – continued

11. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
12. If a grievance affects a group (3 or more) of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 as defined with "Procedure".

DEFINITIONS

1. GRIEVANCE - A grievance is a complaint by an employee or group of employees of an alleged violation or misapplication of the terms and conditions of employment covered by this Agreement.
2. ADMINISTRATOR - shall mean building principal and/or his/her designee and the Superintendent.
3. A PARTY IN INTEREST - shall be any party named in a grievance who is not the aggrieved party.
4. IMMEDIATE SUPERVISOR - shall include the assistant principal or principal as is applicable regarding the nature of the grievance.
5. WORKING DAYS - shall mean those days when school is in session and/or when the business office is open in July and August.

PROCEDURES

STAGE 1

1. The employee and/or his/her representative must discuss the alleged grievance with the immediate supervisor or his/her designee prior to submitting the alleged grievance in writing on the Grievance Form to the building principal. The employee's written grievance shall include the name and position of the aggrieved party, the time when, and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party. The Administrator or his/her designee will return a written disposition on the Grievance Form within five (5) working days of the receipt of the written grievance. The aggrieved unit member within five (5) working days after receipt of the disposition of his/her grievance will proceed to Stage 2 unless the employee has decided to withdraw the grievance.

ARTICLE 17: GRIEVANCE PROCEDURE - continued

STAGE 2

2. If the employee is not satisfied with the disposition of the building principal, he/she will discuss the alleged grievance with the Superintendent before submitting the alleged grievance. The employee will, within five (5) working days of receiving the written disposition, present his/her grievance to the Superintendent of Schools. The Superintendent shall be provided with complete written records up to this point that the grieving employee has access to. The Superintendent will render a disposition on the Grievance Form within twelve (12) working days of the receipt of all pertinent information.

STAGE 3

3. THE IMPARTIAL THIRD PARTY
 - a. If the employee is not satisfied with the disposition of the Superintendent, the Association may submit the grievance to the consideration of an impartial third party by written notice to the Superintendent within ten (10) working days of receiving the Superintendent's written disposition of the grievance.
 - b. Within five (5) working days after such written notice of submission of the grievance to the consideration of a third party, the Association shall request a list of impartial third parties from the American Arbitration Association. The Arbitrator shall be selected according to the rules of the American Arbitration Association.
 - c. The selected third party will hear the matter and will issue his/her disposition. The third party's decision will be in writing and set forth his findings of fact, reasoning, conclusions and disposition of the issues.
 - d. The third party shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violates the terms of this Agreement.
 - e. The third party shall have no power to add up to, to subtract from, or to modify any of the provisions of this Agreement.
 - f. The decision and award of the third party shall be binding upon the parties for all grievances.
 - g. Any possible costs for the services of the third party, including expenses, if any, will be borne one-half (1/2) by the Board and one-half (1/2) by the Association.
4. The time sequence at any stage may be waived by mutual agreement in writing.

ARTICLE 18

HEALTH INSURANCE

1. Health Insurance: For the length of this agreement, the District will continue to provide at least the same health insurance benefits as provided through the Blue Choice Select HMO. For employees hired prior to January 1, 1993 the District agrees to pay an amount equal to 95% of the cost of providing these benefits for groups A1, A2 and B. For employees hired effective January 1, 1993, the District agrees to pay an amount equal to 90% of the cost of providing these benefits for Groups A1, A2 and B. For employees hired effective July 1, 1999, the District agrees to pay an amount equal to 87% of the cost of providing these benefits for Groups A1, A2, and B.

Major Medical: The following applies only to those Group A1, A2 and B employees enrolled in Major Medical on June 30, 2004 and prior to January 1, 2001. Effective July 1, 2004 the District agrees to pay 90% towards major medical. Effective July 1, 2006 the District agrees to pay 80% towards major medical. No contribution will be made by the District for the cost of the Major Medical Hospitalization plan for employees enrolling in the Health Insurance Program after January 1, 2001.

- a. Employees hired after January 1, 1993 and before July 1, 1999, will pay 35% in their first year, 15% in their second year, and 10% thereafter of the above mentioned health insurance premiums.
 - b. Employees hired on or after July 1, 1999 will pay 35% in their first year of enrollment, and 13% thereafter of the above mentioned health insurance premiums as stated in Section 1 of this Article.
2. If a unit member as described in Section 1 (a) above elects not to continue her/his medical insurance benefit through the District, then the member is eligible for an opt-out payment. If a member has not been covered by a District medical insurance plan since July 1, 2003, and does not subsequently enroll in coverage by the District, they will receive the opt-out payment noted below beginning July 1, 2005 if at least ten other members currently enrolled in coverage by the District choose to opt out of District coverage by January 1, 2005. Members may enroll in a District medical insurance if they experience a life altering event, as defined by the insurance carrier and approved by the District.

The member needs to provide evidence of other medical coverage. The District will provide two payments semi-annually each January 1st and July 1st respectively as long as the member remains covered by a medical plan provided by a source outside of the District and the member remains employed on a full time basis by the District. This payment will be prorated when the unit member separates service with the District for any

ARTICLE 18: HEALTH INSURANCE –continued

reason, or elects to join a District medical insurance program during the year. This benefit is subject to the restrictions noted below if applicable. This opt-out payment will be placed into a Cafeteria Benefits, Section 125 Plan.

Opt-out payment schedule:

Family/sponsor coverage opt-out:

Semi-annual payment of \$750

3. The District will pay up to \$250 towards the premium for the dental/optical plan for Group A1, A2 and B employees.
4. The District will agree to pay health insurance premiums for members of this Association, as described under Section 1, retiring after age 55 with at least fifteen (15) years of service in the District, at a similar rate as that agreed upon by the Association and the District.
5. Claims information filed by a unit member shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided for by law.
6. On an annual basis and prior to March 1, representatives of the Association and the District will meet to review the District's participation in the health insurance plan(s). The Association agrees to cooperate with the District in its efforts to contain health insurance costs. It is understood that the basic health insurance coverage shall be provided through Blue Choice Select HMO, as determined by the District. It is understood that the President will be involved in any internal study regarding health plans provided members of the unit. It is also understood that any change from Blue Cross/Blue Shield as the administering agency shall be made only by mutual agreement.
7. Employees who elect to participate in an alternative HMO plan(s) offered by the District in lieu of the health benefits plan described in Section 1 and Section 2 of this Article shall pay the difference between the cost of the plan selected and the District's contribution under Sections 1 and 2 of this Article
8. The District will provide a Section 125 flexible spending arrangement benefits plan.

ARTICLE 19

VACATION

1. Because the responsibilities of the job must take priority, vacation time should be taken when school is not in session. Exceptions to this guideline require the recommendation of the appropriate administrator and the approval of the Superintendent. Not more than four (4) days may be carried over from one year to the next.

ARTICLE 19: VACATION - continued

2. When school is not in session during holiday time, employees may take time off without pay with the approval of the Principal/Immediate Supervisor.

3. Appendix A refers to employee's eligibility.

a. For those employees hired after July 1 of any given year, vacation day allotment will be prorated for the first year. Under unusual circumstances and with the approval of the immediate supervisor and the Assistant Superintendent for Administration and Personnel, employees may use vacation days during their first year of employment.

b. When a Group B or C unit member with ten (10) or more years of service with the District is hired for an A1 position, he/she will receive ten (10) days of vacation time in the first year of employment.

When a Group B or C unit member with ten (10) or more years of service with the District is hired for an A2 position, he/she will receive eight (8) days of vacation time in the first year of employment.

c. When someone new to the District is hired for a 12 month position (A1), he/she will receive three (3) days of vacation in the first year of employment. If these days are not used by the end of their first year of employment, they can not be carried over to the following year. The unit member will begin with ten days after their first year of employment.

When someone new to the District is hired for an 11 month position (A2), he/she will receive two (2) days of vacation in the first year of employment. If these days are not used by the end of their first year of employment, they can not be carried over to the following year. The unit member will begin with eight days after their first year of employment.

d. In the event a member leaves before the completion of one entire year of service and has taken any vacation days noted above, the District will deduct the monies received from the member's last paycheck.

ARTICLE 20

LEAVE OF ABSENCE

1. After two (2) years of service in the District, any employee as described in Article 1 of this agreement may request a leave of absence for a period not to exceed twelve (12) months. Such leave will be without pay or any other benefits, and subject to the approval of the Superintendent.

ARTICLE 20: LEAVE OF ABSENCE - continued

2. The request, stating reasons, shall be in writing to the Superintendent at least thirty (30) calendar days prior to the expected beginning date of said leave unless there are extenuating circumstances as determined by the Superintendent, then notification should be given as soon as possible.
3. An employee granted such leave shall notify the Assistant Superintendent for Administration and Personnel in writing, at least thirty (30) calendar days prior to the expiration date of said leave, of his/her intention to return to work or resign. It is agreed that if this person is employed by any other employer but the Gates Chili Central School District while on leave, it shall be deemed as abandonment of the position held with the Gates Chili Central School District, and the district has no obligation to re-employ said individual.
4. While on leave, the employee shall retain the right to belong to the District's Health Insurance plan at no expense to the district.

ARTICLE 21

HOLIDAYS

Holidays will be determined by the Superintendent after the adoption of the student calendar. Eligibility for these holidays will be based on the guidelines described in Appendix A.

ARTICLE 22

RETIREMENT PLAN

1. At retirement, an employee may transfer all or part of their accumulated unused sick leave to the 75i Retirement Plan, plus Option 4i-j (application of Unused Sick Leave) of the New York State Retirement System.
2. At retirement, employees will be paid at the rate of \$10.00 per day for unused sick days not transferred into the 75i Retirement Plan, up to a maximum of 200 days.

ARTICLE 23

SALARY

1. For the 2004/05 school year, effective July 1, 2004, all returning member's individual hourly rates will be increased by 4% of their 2003/04 hourly rate. When a returning unit member's 2003/2004 hourly rate is below the 2004/05 minimum rate for their position category it will be adjusted to the minimum rate for the applicable category. Having made

ARTICLE 23: SALARY – continued

such adjustment they will receive either the 4% increase on their 2003/04 hourly rate or the adjustment to the minimum rate, whichever is greater.

2. For the 2005/06 school year, effective July 1, 2005, all returning member's individual hourly rates will be increased by 4% of their 2004/05 hourly rate.
3. For the 2006/07 school year, effective July 1, 2005, all returning member's individual hourly rates will be increased by 4% of their 2005/06 hourly rate.
4. Effective July 1, 2004 all new employees will receive at least the new minimum rate noted below.

Category one:	<u>Minimum</u>
Secretary to the Building Principal (12 months)	\$10.50
Secretary to the Director of Athletics (12 month)	\$10.50

Category two:	
Secretary to the Assistant Principal (12 month)	\$9.75
Clerical position(s) in Student Services (12 month)	\$9.75
Clerical position(s) in Special Education (12 month)	\$9.75
Clerical position(s) in the Business Office (12 month)	\$9.75

Category three:	
Guidance Office Secretary (11 month)	\$9.60
Secretary(s) to Continuing Education (10/11 month)	\$9.60
Secretary to Food Services (10 month)	\$9.60
Audio Visual Asst. (11 month)	\$9.60
Career Center Aide (10 month)	\$9.60
Computer Aides (10 month)	\$9.60

Category four:	
District Office Receptionist (12 month)	\$8.00
Teacher Aides (10 month)	\$8.00
Health Aides (10/11 month)	\$8.00
Library Aides (10 month)	\$8.00
Attendance Aides (10 month)	\$8.00

Category five:	
School Aides (10 Month)	\$7.75

ARTICLE 24

LONGEVITY

1. The number of years to be completed for eligibility for Group A employees are noted below. This increase will be added to the hourly rate by the end of the month in which the member meets the year requirements below providing their regularly scheduled work day is more than five hours.

Longevity I	5 years	\$.36
Longevity II	10 years	\$.38
Longevity III	15 years	\$.41
Longevity IV	20 years	\$.42
Longevity V	25 years	\$.45

2. The number of years to be completed for eligibility for Group B employees is noted below. This increase will be added to the hourly rate by the end of the month in which the member meets the year requirements below provided their regularly scheduled work day is more than five hours.

Longevity I	6 years	\$.36
Longevity II	13 years	\$.38
Longevity III	19 years	\$.41

Effective July 1, 2006 the following longevity step will be added for Group B employees.

Longevity IV	26 years	\$.42
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3. No employee is to be deprived of earned and granted longevity pay if transferred to another position in the district to which longevity is not extended

ARTICLE 25

SUBSTITUTE PAY

1. All teacher aides/school aides/health aides/library pages who are eligible to be substitute teachers and who are designated by the appropriate administrator to substitute on a daily basis shall be paid the district rate for substitute teachers in lieu of their regular salary for each day. If they substitute for a teacher at the High School and Middle School for one instructional period or if at the elementary level for 30 minutes they shall be paid the District daily substitute rate prorated for the periods approved and worked as a substitute teacher. If an aide is acting as the substitute teacher, then a substitute aide will be hired for that aide position.
2. It is understood that an employee shall not receive less than his/her regular daily rate of pay or period(s) for the day he/she is designated as a substitute for a regular certified teacher.

ARTICLE 26

PERSONAL FOLDERS

1. A personal folder shall be maintained for each member of the Association. Such records should be kept on file in the office of the Building Principal or Administrator in charge. Copies of pertinent material should be forwarded to the Personnel Office for the District file.
2. Each employee will have the right, upon request and at reasonable times, with the Building Principal or his/her designee present, to personally review the contents of his/her complete personal file. An employee shall have the right to be accompanied by a person of his/her own choice.
3. Effective July 1, 1983, any item placed in an employee's folder must be signed by both the employee and the building principal or his/her designee. A duplicate copy of said item must be given to the employee. If the employee disagrees with said entry, he/she shall have the right to file a written statement on his/her behalf, with copies to all concerned parties and such statements shall become an attachment to said entry.

ARTICLE 27

PERSONAL ILLNESS OR INJURY LEAVE

1. All employees shall be entitled to an unlimited accumulation of personal illness leave. Leave shall be earned at the rate of one (1) day per working month. Employees eligible for such leave, but who do not work a regular work week, shall accumulate and earn leave on the same basis, prorated, as employees working full-time.
2. Payment for sick leave shall be made on the basis of the employee's regularly scheduled daily assignment of hours worked.
3. For the purpose of this article, each absence will be counted as a one half (1/2) or full day dependent upon the length of each occurrence.
4. Four (4) days of this leave may be used for absence due to illness in the immediate family. For the purpose of this article, immediate family shall be defined as spouse, mother, father, and children. Other relatives or a "significant other" living in the home shall also be included as individuals covered by this section.
5. If an employee does not use any sick days in a school year (July 1 - June 30) then that employee will receive two additional paid holidays. Payment for these days will be equal to the employee's regularly assigned hours times the employee's hourly rate during the year in which no sick days were used. Payment will be made by no later than August 30th after the year in which no sick days were used.

ARTICLE 28

SICK LEAVE RESERVE FUND

1. The Superintendent agrees to establish a reserve fund of 1400 sick leave hours. An employee who has used up his/her sick leave by an extended absence, due to illness or injury, may apply to the Superintendent for additional sick leave from this fund, and is expected, to provide all necessary information required by the Superintendent. After all information has been received by the Superintendent, the employee shall be notified within seven (7) working days that such additional leave is to be granted or denied.
2. Days from the Sick Leave Fund do not have to be repaid.
3. The Superintendent, at his/her discretion may grant additional leave hours beyond the 1400 hours for circumstances he/she deems extremely extenuating.

ARTICLE 29

EXTRAORDINARY LEAVE OF ABSENCE

1. The Superintendent of Schools recognizes that certain circumstances other than personal illness and injury are beyond an individual's control and may require absence from regular duties. Therefore, employees, for compelling reasons, and subject to administrative approval, may be allowed extraordinary leave of absence with full pay. Extraordinary leave days are further defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any time other than during the day or week when the employee is working.
2. Extraordinary Leave shall not be granted for a day immediately prior to the commencement of, or a day immediately following a scheduled holiday or recess, except for an emergency. Approval for such emergencies may be granted; however, in these circumstances, specific reasons for the leave must be stated and the approval is at the discretion of the Assistant Superintendent for Administration and Personnel.
3. Reasons for the request must be submitted in writing by the employee to the Assistant Superintendent for Administration and Personnel. If the reason is deemed especially personal by the applicant, in the case of extenuating circumstances, the reason may be stated "personal", with no further clarification required. The Assistant Superintendent for Administration and Personnel will render a decision and said decision will be final. In the event that the request is denied, the Assistant Superintendent for Personnel will furnish the employee with a written explanation.
4. At least three (3) days notice, whenever possible, will be required.

ARTICLE 29: EXTRAORDINARY LEAVE OF ABSENCE – continued

5. In an emergency situation, the employee must contact the Building Principal or his/her designee. Upon return to work the employee will submit to the Assistant Superintendent for Administration and Personnel the request for the said day(s) under the provisions of this article. For approval of an Extraordinary Leave Day required after the occurrence, procedures as stipulated in Section 3 will be followed.
6. The total time allowed for all Extraordinary Leave absences during any given school year shall be as defined in Appendix A. An employee may be granted more time at the sole discretion of the Superintendent of Schools. The allowance of this article is not cumulative.
7. Leave of absences under the provision of this article are not deducted from allowances for absences due to personal illness or injury.
8. Loss of pay for any intentional misuse of extraordinary leave will be contingent upon recommendations made to the Superintendent of Schools by the Assistant Superintendent for Administration and Personnel.

ARTICLE 30

WORKSHOP DAYS

1. If workshop days are held, all employees of the unit shall participate and be paid at their regular hourly rate for the number of hours required to be in attendance.
2. Participation in less than the full workshop day must be approved by the principal and the employee shall be paid based on the number of hours of participation.
3. For those employees who work seven or more hours, they will be paid for their regularly scheduled hours on workshop days which are seven hours or less in duration. It is understood that those employees may be required to work beyond seven hours on workshop days. If they work beyond their regularly scheduled hours, they will be compensated accordingly.

ARTICLE 31

CONFERENCES

1. Conference expenses will be paid by the District for a total of four (4) employees for attendance at the annual meeting of the New York State Association of Educational Office Professionals or any successor organization.

ARTICLE 31: CONFERENCES – continued

2. Four (4) employees shall be granted time off from work to attend this conference and they will be paid their regular rate of pay. Time will not be deducted from personal illness or extraordinary leave time. If their absence from the office, however, causes a need for substitutes, the Association will absorb the entire cost of said substitutes.
3. Unit members of the Association will be encouraged to attend outside district conferences for the purpose of furthering their skills and job knowledge. Conference attendance is contingent upon approval by the Associate Superintendent for Instruction.

ARTICLE 32

REDUCTION IN FORCE - LAYOFF

1. In the event that a reduction in the number of employees is deemed necessary by the Superintendent, such a reduction will be made in reverse order of seniority within job classifications as defined below:
 - A. Civil Service Competitive Positions. (Pursuant to Law)
 - B. Civil Service Noncompetitive Positions including, but not limited to, the following will be considered one group for seniority and recall purposes:
 - a. School Office/Attendance Aide
 - b. Health Aides
 - c. Library Pages
 - d. School Aide/Hall Monitor
 - e. School Aide/Calling Substitutes
 - f. Teacher Aides
 - C. School Aide/Cafeteria Monitor
2. If an employee loses her/his position due to reduction in force and an opening occurs in another noncompetitive job classification as defined by the District, then said employee shall be offered the position if the person is qualified as determined by the Superintendent.
3. Seniority is defined as the continuous length of service with the Gates Chili Central School District, and its components prior to centralization.
4. The Seniority provision may be waived by mutual agreement of the Superintendent and the Association.
5. In the event of recall, employees will be re-employed in reverse order of layoff within a job classification and will receive prior service credit for salary and benefit purposes.

ARTICLE 33

EVALUATION PROCEDURES

1. Employees shall be evaluated in writing at least once annually.
2. Employees shall be given a copy of any written evaluation report prepared by their supervisor prior to submittal to the personnel file. Upon request, employees have the right to a conference with their supervisor to discuss their written evaluation report.
3. Any administrators employed by the district shall evaluate employees. Teacher aides shall be evaluated by building administrators with input from appropriate instructional staff.
4. Employees shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies. Employees shall also have the right to submit a written response to the evaluation which shall be attached to the evaluation.

ARTICLE 34

RELEASE TIME FOR DELEGATES

1. Release time for NYSUT Delegates to attend the Annual Meeting of the Representative Assembly shall be given without loss of pay.
2. The Association agrees to pay the cost of substitutes for Association Members attending the NYSUT Convention as delegates.

ARTICLE 35

PROFESSIONAL STANDARDS CERTIFICATE

1. Differentials will be paid to any Group A or Group B employee who has attained the level of certificate indicated from the National Association of Educational Office Professionals.

Basic	\$100
Associate Professional	\$150
Advanced I	\$175
Advanced II	\$200
Advanced III	\$225
Certified Educational Office Professional	\$275

2. This differential will be paid annually in July following the school year in which the certificate is earned.

ARTICLE 35: PROFESSIONAL STANDARDS CERTIFICATE -- continued

- 3. In order for the initial payment to be made, the employee must provide the original certificate from the National Association of Educational Office Professionals, verifying completion of the program requirements, to the Assistant Superintendent for Administration and Personnel.

ARTICLE 36

SAVING CLAUSE

This Agreement and all provisions herein are subject to applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid provision had not been a part of the Agreement.

ARTICLE 37

DURATION OF AGREEMENT

- 1. This contract shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007.
- 2. This Agreement between both parties may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- 3. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

GATES CHILI ASSOCIATION OF SCHOOL RELATED PROFESSIONALS

Valerie O. Young
Co-President

Linda Kinnard
Co-President

11-3-04
Date

SUPERINTENDENT OF SCHOOLS

[Signature]
Superintendent

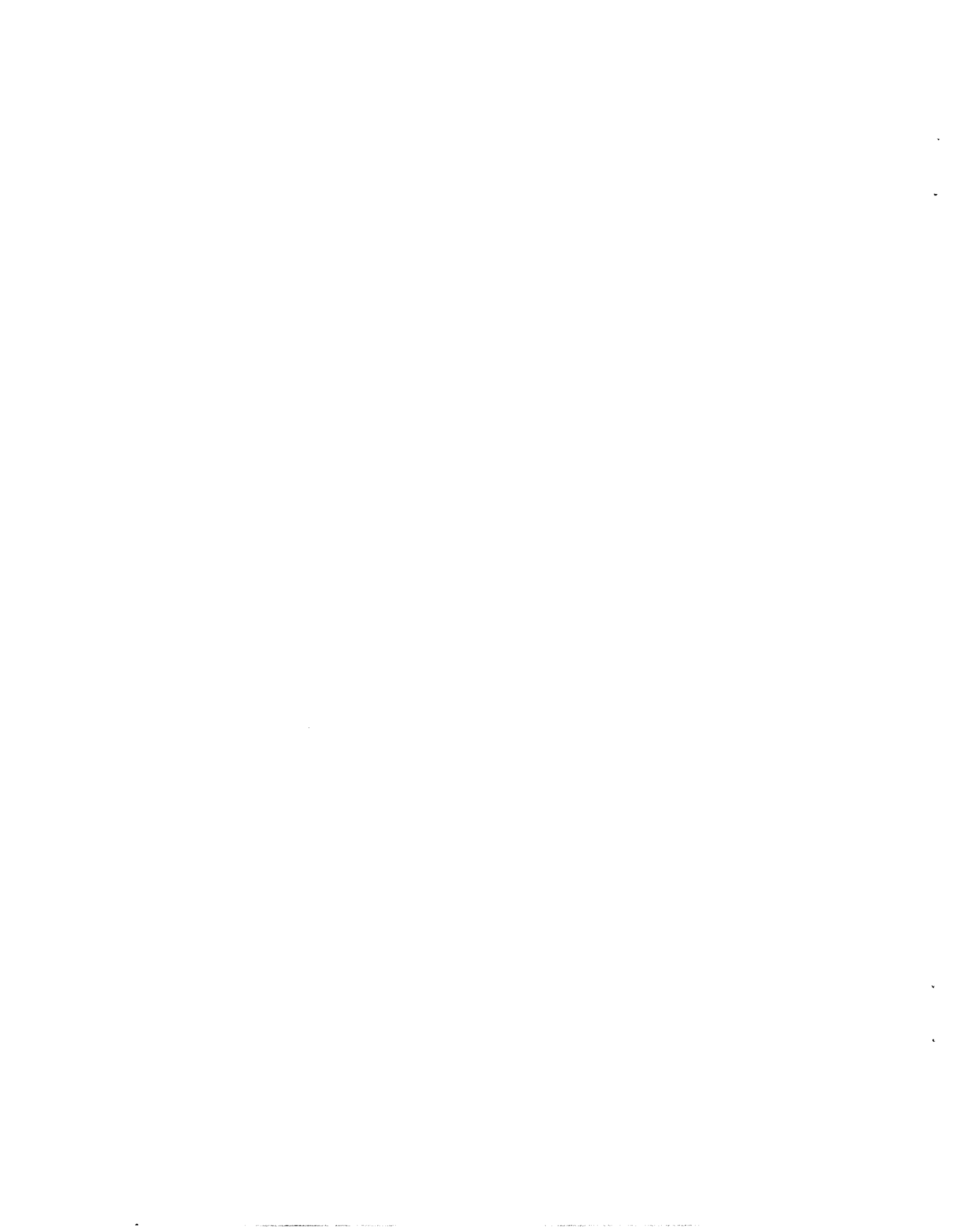
11-3-04
Date

WORK WEEK OUTLINE
ASSIGNMENTS BY ADMINISTRATION

GROUP A1

1. Weeks worked - 52 weeks per year.
2. Hours worked - Seven (7) or more hours per day as assigned by the Administrator or Supervisor for minimum of 183 days. Hours beyond the 183 days to be assigned by appropriate Administrator or Supervisor.
3. Sick Days - Twelve (12) days per year, unlimited accumulation.
4. Extraordinary Leave - Three (3) days per year.
5. Holidays - Thirteen (13) paid holidays per year.
6. Employees become eligible for the appropriately earned vacation days on July 1 of each year. For the purpose of vacation day allotment, 1 year of employment will be credited for those employees hired between July 1 and August 31 of any given year.
7. Listed below are the vacation days to be allotted to A1 employees:

	<u>Days</u>
After 1st year of Employment	10
2nd	11
3rd	11
4th	12
5th	14
6th	14
7th	15
8th	16
9th	17
10th	19
11th	19
12th	20
13th	21



APPENDIX A – continued

GROUP A2

1. Weeks worked - 48 weeks per year.
2. Hours worked - Seven (7) or more hours per day as assigned by the Administrator or Supervisor for a minimum of 183 days. Hours beyond the 183 days to be assigned by appropriate Administrator or Supervisor.
3. Sick Leave - Eleven (11) days per year, unlimited accumulation.
4. Extraordinary Leave - Three (3) Days per year.
5. Holidays - Twelve (12) paid holidays per year.
6. Employees become eligible for the appropriately earned vacation days on July 1 of each year. For the purpose of vacation day allotment, 1 year of employment will be credited for those employees hired between July 1 and August 31 of any given year.
7. Listed below are the vacation days to be allotted to A2 employees.

	<u>Days</u>
After 1st year of Employment	8
2nd	8
3rd	8
4th	9
5th	11
6th	11
7th	12
8th	13
9th	14
10th	16
11th	16
12th	17
13th	18
14th	18
15th	18
16th	18
17th	18
18th	18
19th	18
20th	19

APPENDIX A – continued

GROUP B

1. Weeks worked - Works all days when school is in session.
2. Hours worked - Five (5) hours per day (or any additional hours as requested by Administrator in charge).
3. Sick Leave - One (1) day for every month worked, limit of 10 days per year unlimited accumulation.
4. Extraordinary Leave - Two (2) days per year.
5. Holidays - Eleven (11) paid holidays per year.
6. Vacation - No paid vacation.

GROUP C

1. Weeks worked - Works all days or less than all days when school is in session.
2. Hours worked - Less than five (5) hours per day.
3. Sick Leave - Five (5) days per year.
4. Extraordinary Leave - two (2) days per year.
5. Holidays - Effective July 1, 2004, six (6) paid holidays.
6. Vacation - No paid vacation.
7. Dental/Vision Plan - \$75.00 towards the total premium to be paid by the District. No other health related benefits provided for Group C employees.

