AGREEMENT

GOUVERNEUR CENTRAL SCHOOL DISTRICT

and

GOUVERNEUR SCHOOL RELATED PERSONNEL UNION

July 1, 2025 - June 30, 2029

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A G R E E M E N T

2025-2029

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

and

Gouverneur School Related Personnel Union

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

ARTICLE 1 AGREEMENT

This Agreement made and entered into this 16th day of June, 2025, by and between the Superintendent of Schools, Gouverneur Central School District (designated Appointee of the Board of Education) hereinafter referred to as the Superintendent and the Gouverneur School Related Personnel Union, hereinafter referred to as the Union.

ARTICLE 2 RECOGNITION

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

ARTICLE 3 RESPONSIBILITIES OF THE PARTIES

3.1 Each of the parties hereto acknowledge the rights and responsibilities of the other party, the rights of individual employees under the law, and the responsibility of both parties to follow policies set by the Commissioner of Education and the Board of Education. If any Article or Section of this Agreement, or an Addendum thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.

3.2 The Superintendent of Schools and Administrators will not interfere with the rights of employees of the District to become members of the Gouverneur School Related Personnel Union. There shall be no discrimination, interference, restraint or coercion by the Administration or any of its agents against any employee because of membership in the Union.

3.3 It is the continuing policy of the District and the Union that the provisions of this Agreement shall be applied to all employees covered by it without regard to race, color, religious creed, sex, or national origin.

3.4 The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees of the District into membership in the Union or will engage in Union activity during work hours.

3.5 The Gouverneur School Related Personnel Union, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sit-downs, slowdowns, stoppages of work nor any acts of any similar nature which would interfere with the regular instructional program and extra-curricular activities of the schools within the District or picketing of any kind or form, however peaceful and that it will not otherwise permit, countenance, or suffer the existence or continuance of any kind of these acts.

ARTICLE 4 AREAS FOR DECISION AND AGREEMENT

4.1 The Gouverneur School Related Personnel Union recognizes the prerogative of the Superintendent to operate and manage the affairs of the District in all respects and in accordance with its responsibilities.

4.2 The Board and Superintendent retain and reserve unto themselves all powers, authority, rights, functions, duties and responsibilities conferred upon and invested in them by the laws and Constitution of the State of New York and of the United States of America and such other rules and regulations promulgated by the Commissioner of Education.

4.3 The Board and Superintendent retain, solely and exclusively, the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the district will be conducted except where those rights are clearly, expressly, and specifically limited in the Agreement. The rights, functions, duties, and responsibilities which are solely and exclusively the province of the Board and Superintendent include, but are not limited

to: (1) full and exclusive management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to suspend, discipline, and discharge employees for the cause and otherwise to maintain an orderly, effective, and efficient operation.

ARTICLE 5 PROCEDURES FOR CONDUCTING NEGOTIATIONS

5.1 Negotiating Teams: The Board, or designated representative(s) of the Board will meet with representatives designated by the Union for the purpose of negotiating a successor agreement.

5.2 Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. All issues proposed for discussion shall be submitted in writing by the Union to the Superintendent at the first meeting. The Superintendent shall submit in writing to the Union representative all additional issues upon which to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

5.3 Negotiations Procedures: Designated representative(s) of the Board of Education shall meet at such mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 5.2 above such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

5.4 Exchange of Information: Both parties and/or the Board shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

5.5 Consultant: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

5.6 Committee Reports: The parties agree that during the period of negotiations or publication of a fact-finding report, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

5.7 Reaching Agreement: When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Union and the Board for approval. Following approval by a majority of the Union membership and by a majority of the Board of Education, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official. This Agreement shall become effective

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upon its approval by a majority of the Union members and a majority of the Board members.

5.8 Resolving Differences: In the event an Agreement is not reached by negotiations after full consideration of proposals and counterproposals, the parties agree to utilize the impasse provisions of the Taylor Law.

ARTICLE 6 CONDITIONS OF WORK

6.1 Emergency Closings

6.1.1 Maintenance personnel, custodians, and cleaners shall report for their regular shifts unless the Superintendent of Schools or his/her designee informs the members not to report, in which case members shall suffer no loss of pay and shall not have to make up the time. Staff members who work during a closing will be paid for hours worked.

6.1.2 All 12-month Secretarial and Account Clerk unit members: If school closing is announced prior to opening for the day and the schools remain closed for the entire day, all 12-month Secretarial and Account Clerk unit members will not report for work unless specifically instructed to do so by the ***Superintendent of Schools or his/her designee***.

6.2 Uniforms and Safety Apparel

Immediately following ratification of the collective bargaining agreement, two committees will be convened to select appropriate uniforms for cafeteria staff (Cafeteria Workers) and custodial staff (Cleaners, Custodians, Maintenance, Groundskeepers, Laborers, and Couriers). Each committee shall consist of the Supervisor (cafeteria or custodial), the Business Manager, and two (2) unit members (cafeteria or custodial).

The cost for selected uniforms shall not exceed $50 per uniform, and each worker shall receive 5 uniforms per fiscal year of employment.

The cost for selected steel-toed boots for custodial workers shall not exceed $150 per pair, and each custodial staff member shall receive no more than 1 pair of steel-toed boots per fiscal year. Employment-related damage will enable the employee to receive an additional $150 for a second pair of steel-toed boots with prior approval from the Director of Operations. The cost of slip resistant shoes for cafeteria staff shall not exceed $75 per pair and each cafeteria staff member shall receive no more than 1 pair per year.

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

6.3 Hours of Work - Custodians: Custodians will work 8 hours per day, including the lunch period (subject to emergencies).

6.4 Overtime: Overtime shall be at the rate of time and one-half for all hours over 40 hours per week and must be authorized by the appropriate supervisor. An overtime

rate will be provided when a portion of the week's hours include Holiday or Vacation time. Personal and Sick time will not be used in the calculation of overtime. Custodians and maintenance personnel overtime will be based on building seniority rights. However, the final assignment rests with the Director of Operations.

6.5 Additional Custodial Unit Work

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

6.6 Maintenance personnel tool allowance:

The District will reimburse each maintenance person for the purchase of tools required in the performance of his duties for the District up to a maximum of $300 per maintenance person during the life of this Agreement; provided that prior to purchasing the tools the unit member obtains the approval of the Director of Operations.

ARTICLE 7 CONTINUITY OF SERVICE

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

ARTICLE 8 CONFERENCE(S)

8.1 Secretarial, Account Clerks, Custodians, Maintenance, and Cleaning Personnel: If at such time a professional organization is formed which calls for a full day conference on the day of the teachers' conference, the above non-instructional employees may either participate in said conference or work as usual. If this day is taken off for any other reason not covered by present Personal Days or Sick Leave Policy, it is deductible.

8.2 The District will pay the expenses involved in sending two secretaries to the state conference of educational secretaries.

8.3 The District will pay the expenses involved in sending two cafeteria unit members to the state conference of educational cafeteria employees.

8.4 The Union President shall notify the Superintendent in writing, which employee or employees are authorized to attend a state conference.

ARTICLE 9 HEALTH INSURANCE PROGRAM

9.1 Health Insurance Program, provided through the St. Lawrence-Lewis Counties School District Employees Medical Plan, is contributory for all non-instructional personnel and dependents, while actively employed and retired except for those employees with a hire date prior to November 14, 1988. GSRPU unit members must work a minimum of sixteen (16) hours per week to be eligible for insurance coverage.

Effective 11/1/2017, Rider 10 (as outlined in the Addendum to the Plan Document and Summary Plan Description for the Medical Plan) shall be implemented. This applies to members and dependents, active and retired.

The following tables reflect the unit member's contribution levels during **both active employment and during retirement.** To be eligible for health insurance benefits at retirement a unit member must have worked ten (10) years in the Gouverneur Central School District and be eligible to retire, **as defined by New York State Employees' Retirement System**, upon retirement from Gouverneur Central School.

Those employees who have an original hire date after 7/1/2025: To be eligible for health insurance benefits at retirement, a unit member must have worked twenty (20) years in the Gouverneur CSD.

Member type	Rate for All Individual, 2-person, family and shared plans
Pre-1988 Members, active	10%
Pre-1988 Members, retired	0%
Post 1988 Members, active	15%
Post-1988 Members, retired	15%

Members, eligible for health insurance in retirement and retiring prior to July 1, 2022, will be entitled to Medicare premium reimbursement for themselves and their spouse. Members retiring on or after July 1, 2022, will not be entitled to spousal Medicare premium reimbursement. Retirees are required to provide supporting documentation prior to reimbursement.

The district will provide the unit $225/ member/ year towards Dental/Vision Insurance.

9.1.1 The District shall annually evaluate the advisability of offering the following insurance benefit option.

A. Upon a district determination to proceed, unit members with available health insurance coverage outside the St. Lawrence-Lewis Co. School Employees Health Plan shall be provided the option not to be covered by the health insurance provided under Article 9.1 of this agreement.

B. The unit member will be eligible to receive the following amount based on their coverage eligibility as of January 1st of each year or the date of hire, if hired after January 1st.

Individual Coverage	$1600
Two-person Coverage	$3500
Three or more Person Coverage	$5000

C. The unit member must execute an agreement with the District by December 20th of each year. The Agreement shall be effective for coverage from January 1st to December 31st only. The insurance shall be provided in accordance with 9.1 of the agreement unless a buyout option is executed. Payments to the unit member will be made as follows:

	June	December
Individual	$800	$800
Two-Person	$1750	$1750
Family	$2500	$2500

The December payment will be made only if the GSRPU unit member is employed by the District for the period of July through December.

D. Once an agreement is executed, the unit member may not change their election during the calendar year unless the change is necessitated by and consistent with a change in family status. Benefit election changes are consistent with family status only if the election change is necessary or appropriate as a result of family status change. Any changes will result in a refund due to the District.

ARTICLE 10 HOLIDAYS

10.1 ALL 12-month employees will observe the following holidays: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving, December 24, Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's or Washington's Birthday, Good Friday, (they shall work in the morning if school is in session), Memorial Day, Juneteenth Day, and Independence Day. (Years when the teaching force has two (2) days at Lincoln's or Washington's Birthday, or Memorial Day, the above employees may have either day; for example, if the holiday falls on Thursday, they may work Thursday and observe Friday if school is not in session.) If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be observed as the holiday if no students are in attendance. If students are in attendance, the unit member, at the District's discretion, shall be paid for the holiday or shall receive an additional day off during the year. Approval for such day must be obtained from the District in advance.

10.2 All 10-month employees will work the base year (September 1 - June 30) and receive all school holidays, the same as the teaching staff, which fall between the first day of school and the last day of school.

10.3 All 12-month employees shall observe the day after Christmas in addition to the above.

10.4 All 12-month employees shall observe the Lunar New year when occurring in a year that it is celebrated mid-week and school is not in session.

ARTICLE 11 VACATIONS

11.1 Twelve-month full-time employees will be granted one (1) week of vacation at time of hire, two (2) weeks' vacation after 12 months of continuous service in the school system, three (3) weeks after six (6) years of service, four (4) weeks after twelve (12) years of service.

11.2 Accrued Vacation Time - Retirees: All vacation time accrued during the final year of employment and unused for 12 months by 12-month employees will be paid by the Board of Education at the regular salary rate of the retirees.

11.3 Vacation for part-time employees moving to full-time positions is based upon years of full-time service. For the purpose of this section, full-time positions are defined as custodians, maintenance, groundskeepers, laborers, cleaner, courier/ food service helper,12-month secretaries, and account clerks.

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ARTICLE 12 SICK LEAVE

12.1 Sick Leave: All employees will be notified, in writing, at the end of each school year of the amount of their accumulated sick leave. Sick leave shall be earned at the rate of one (1) day per month. The allowable accumulation for employees shall be 250 days.

12.2 Sick leave may be construed to include sickness in the immediate family for a reasonable number of days for emergency care, not to exceed five (5) days per year. Effective January 11, 2021, in case of emergency regarding sickness in immediate family beyond the allowable five (5) days of sick leave, each case will be considered on its individual merits by the Superintendent.

12.3 If absence is the result of injury or sickness to be compensated under the New York State Workers' Compensation Act, the member may elect:

1. Not to use sick leave and take standard compensation payment, or
2. To use sick leave and pay the difference between standard compensation payments and the contract salary in addition to the former, or
3. To use sick leave with full pay and turn the standard compensation payments over to the school district.

12.4 Sick leave shall be of nature that illness or injury can be verified by a physician. The Superintendent reserves the right to demand a written certification from a physician for any absence in excess of three (3) consecutive days, or if there is evidence that this provision is being misused, or any time when more than five (5) days of sick leave have been used during a given period.

12.5 Any member of the bargaining unit who has ten (10) or more years of service in the District shall be eligible for a retirement incentive. A unit member must notify the District (with a pre-signed, irrevocable letter of retirement), not less than six (6) months prior to their effective date of retirement with the State retirement system.

Commencing July 1, 2025, unit members meeting the above stated requirements shall receive a deposit to their 403(b) account, a non-elective employer contribution in the amount equal to $60 per day for day 1-100 days of unused sick leave, $80 per day for 101-200 of unused sick leave and $100 per day for days 201 to the maximum allowed.

Any unit member who is forced to retire due to the unit member's life threatening/terminal disability shall, on the last day of employment, receive the retirement benefit as if that unit member had fulfilled the timely notification requirements of this provision. In the event of the death of an active employee who is eligible for sick leave reimbursement, the District shall make required payments in accordance with New York State Law.

Monies shall be contributed no later than sixty (60) days following the last day of service and in accordance with, and subject to the conditions outlined below.

Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following condition:

1. No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.
3. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code.*
4. 403(b) Accounts: Employer Non-elective contributions shall be deposited into the 403(b) account selected by the employee from the mutually approved vendors to receive said Employer contributions.
5. Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' and/or Employees' Retirement System.
6. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closely as possible, to the original intent of the parties.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

12.6 Sick Leave Bank - A sick leave bank shall be made available to all bargaining unit members who elect to be part of the sick leave bank. The bank shall consist solely of donations of accumulated sick leave from participating bargaining unit members. Once a unit member signs up for the bank, they will remain a member of the bank until employment ceases, or they elect to no longer be a member. It is not the purpose of the bank to be used for common colds or flu, child rearing, common family illnesses, elective or cosmetic surgery, uncomplicated maternity disability, worker's compensation, routine doctor's appointments, or minor illnesses of any kind. Members may join the bank within 30 days of being hired or during the month of September. Members may withdraw from the bank at any time but will not receive any days back from the bank. The sole purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged disability. The sick leave bank shall be administered according to the guidelines below:

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DEFINITIONS

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

12.6.1 The Superintendent of Schools shall be responsible for the operation and enforcement of the sick leave bank, and for maintaining all pertinent records. The Superintendent shall establish a committee of two Union appointed representatives and two District representatives to review all applications for use of the sick leave bank and recommend to the Superintendent appropriate action. All recommendations shall be in accordance with the guidelines below and shall be approved by the Superintendent.

12.6.2 Membership in the sick leave bank will be in accordance with the following guidelines:

12.6.2.1 All unit members shall be eligible members of the sick leave bank. Each unit member wishing to be a bank member shall contribute two (2) sick leave days in July of each year for 12-month employees and September of each year for 10-month employees toward the sick leave bank. A sick leave bank shall exist each year if more than 50% of eligible members decide to join the sick leave bank.

12.6.2.2 Any current unit member or new member not electing to join the bank within thirty days of eligibility shall not be eligible again to join until the following September.

12.6.3 When the total number of days in the bank reaches more than five hundred (500) days but less than six hundred (600) days, no additional days will be contributed by the members except as follows:

12.6.3.1 When the number of days falls below four hundred (400) each member will be assessed one day per year until the total reaches a minimum of five hundred (500) days, but less than six hundred (600) days.

12.6.3.2 Unit members who do not join initially, including those hired after 7/1/97, will continue to contribute until the total contribution matches the maximum of the initial members.

12.6.3.3 Any member of the bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the bank because of the inability to contribute days. However, the member will donate the first available sick day to the sick bank as soon as it is available.

12.6.4 Decisions of the Review Committee shall be in writing with the rationale for the decision. Such rationale shall then become part of the criteria for future decisions.

12.6.5 Applications for sick leave bank benefits shall be made in writing to the Review Committee. The unit member making the request shall submit

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such additional information as the Review Committee might request as necessary in making its decision. This information shall include a detailed physician's statement.

12.6.6 Before a member can draw on the sick leave bank, all of his/her sick leave must have been exhausted.

12.6.7 Applications must be filed within four (4) weeks following the exhaustion of the person's sick leave. If members are incapable of filing for benefits on their behalf, another person may apply for them.

12.6.8 The Review Committee shall act upon each request within five (5) school days. The following general rules shall prevail:

12.6.8.1 The sick leave bank shall not be available for use in cases of family illness.

12.6.8.2 Sick leave payments shall terminate with the last pay period of the school year.

12.6.8.3 Benefits received from the sick leave bank shall not be repaid by the individual.

12.6.8.4 Benefits are applicable only to subscribing members and are not available for other than personal use.

12.6.8.5 Benefits apply only to days on which the applicant would have worked.

12.6.8.6 Sick leave bank benefits shall not commence before the 21st day of sick leave, regardless of the unit member's own sick leave availability.

12.6.8.7 Benefits from the sick leave bank are only available to members who have completed one full year of credited service in the unit.

12.6.8.8 A request to obtain benefits shall require:

- A duly licensed physician's statement indicating the nature of the illness, disability or injury and probable length of absence from work.
- A statement from the District Clerk indicating the number of sick days and personal days the member has.
- A statement from the member requesting benefits from SLB including the approximate number of days requested from the bank.

Benefits will be awarded based on the following:

1 - 5 years based on anniversary date:	30 days
6 - 10 years:	60 days
11 or more years:	90 days

Upon reapplication, a unit member may be eligible for 30 additional days from the sick bank.

If a unit member requests additional days once the maximum is reached, the member must have a doctor's explanation, and the committee will review the request before granting more days. If granted, a unit member may be eligible for

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no more than twice the number of sick bank days than originally allowed due to their years of service per qualifying continuous absence.

1-5 years of service based on anniversary date:	60 days
6-10 years of service based on anniversary date:	120 days
11 or more years of service based on anniversary date:	180 days

The additional days will be granted in 30-day increments or less depending on need.

ARTICLE 13 FLEXIBLE BENEFITS (Section 125 Flexible Benefit Plan)

13.1 The Flexible Benefits Plan has been mutually designed by the school district and the GSRPU.

13.2 The Plan administrator will be determined by the school district with GSRPU involvement.

13.3 A third party counselor at the prevailing per diem rate would be available to help set up the plan and for counseling on a group basis.

ARTICLE 14 SPECIAL LEAVE

14.1 Each unit member shall be entitled to absence from duty for personal reasons for two (2) days each school year. Members need not specify the nature of the use of personal leave days. Except in case of emergency, the member must request the leave two (2) working days in advance. If less than two (2) working days' notice is given, the Supervisor may request the reason, and the member may be required to show that advance notice was not possible.

14.2 Personal leave is intended to be used for those matters which cannot be handled by the member during times other than working hours. Such leave shall not be used to extend vacation or holidays or for recreational purposes. However, five (5) unit members may use a personal leave day in conjunction with any vacation period provided they have given ten (10) working days' notice, in writing, to the Superintendent. If more than five (5) apply, the Superintendent shall determine which unit members will be provided this benefit, using total seniority in the District as the primary criteria effective 2/1/94.

14.3 Unused personal leave shall accumulate as sick leave in the following year.

14.4 Unit members shall be granted bereavement leave without loss of pay, or deduction from sick leave or personal leave days, up to five (5) days due to a death. The leave will be granted for spouse, child, child-in-law, parent, parent-in-law, siblings, siblings-in-law, stepparent, stepchild, grandparent, grandchildren, and domestic partner. Unit members shall be granted bereavement leave without loss of pay, or deduction from sick leave or personal leave days for one (1) day due to a death of an aunt, uncle, niece, nephew or cousin.

A domestic partner is defined as one in which the partners must be eighteen (18) years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage; reside together; and are involved in a committed (lifetime) rather than a casual relationship and mutually independent financially. The partners must be each other's sole domestic partner and must have been involved in the domestic partnership for a period of not less than one (1) year.

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The intent of the bereavement is to be absent from work to grieve the loss of a family member or time to be taken to: attend calling hours, memorial services, spring burial, attend the funeral or make funeral arrangements. Bereavement leave is not to be accrued leave that can be taken at a later date.

The leave will not be deducted from any accrued leave.

14.5 Ten (10) Union business days will be available to the Union. The President will notify the Superintendent forty-eight (48) hours in advance of the person(s) taking such leave and the duration of the same.

14.6 Employees will be granted the time necessary for the performance of required jury duty, including grand jury duty, without loss of pay. The employee will submit to the District the amount of money s/he receives for jury services, excluding mileage. (MOA #6 added 11/6/23)

14.7 Unpaid leave: Employees on unpaid leave for non-FMLA qualifying event or taking an unpaid leave day will be responsible for 100% of their insurance premiums during the leave period. Employees receiving health insurance buyout will forfeit the daily rate of such buyout for each unpaid day. Daily rate of health insurance premium and buy out will be calculated at 1/365th of the total cost/value of such.

ARTICLE 15 SENIORITY

15.1 All unit members acquire seniority for the purpose of layoff, recall, and bidding from the date of Board appointment, subject to the conditions of Articles 15, 16, and 17.

1. For the purposes of layoff and recall, seniority is defined as continuous service within job title; previous continuous service within a department shall be added to a unit members seniority in his current job title, provided that there is no break in total continuous service.
2. For the purpose of bidding rights, seniority is defined as continuous service with a department.

15.2 A seniority list has been established as of July 1, 2017, and agreed upon by both the Union and the District. This seniority list will be used to determine eligibility when a position reduction occurs, and which employee shall be afforded the opportunity to fill the new position.

15.3 Substitute employees do not acquire seniority and substitute experience in the District shall not be counted towards seniority.

15.4 Continuous service is broken by:

1. Resignation,
2. Discharge,
3. Layoff or off because of health or injury for a period of two (2) or more years,
4. Engaging in other employment during absence from work or while on a leave of absence without consent in writing of the Superintendent of Schools,
5. Upon recall following layoff, a failure to report for work, or to make arrangements satisfactory to the Superintendent within fifteen (15) days after written notice has been sent out by the Superintendent addressed by certified mail to his or her last known address on record with the School Administration,

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6. Absence from work on seven (7) consecutive days, when scheduled to work without making satisfactory arrangements with the School Administration prior to the end of the 7th day, except upon proof of sickness,
7. Failure to report for work upon the termination of an unauthorized vacation or leave of absence without making satisfactory arrangements with the School Administration except upon proof of sickness,
8. Failure to return to work after an illness or disability, upon medical certification of ability to work. A doctor's certification of an employee's physical condition and when he or she may be available to work shall be furnished.

15.5 Prior to October 1, the Superintendent shall prepare and submit to the President of the Union seniority lists for each of the several units with the bargaining unit. The President shall inform the Superintendent, in writing, of the accuracy of the lists prior to October 15.

15.6 The District, in conjunction with the GSRPU, will establish a seniority list based on the number of years of service in the job classification.

ARTICLE 16 VACANCIES

16.1 The Superintendent or their agent shall notify the President of the Union, in writing, of vacancies as they occur at least ten (10) working days prior to the position being filled. Unit members interested in filling the vacancy shall notify the Superintendent, in writing, within the time limit specified in the notice of vacancy.

16.2 If the Superintendent determines that the filling of a vacancy is necessary for the efficient operation of the District or of the educational program, a substitute appointment may be made while the posting process for unit members is set in motion.

16.3 Job awards: When awarding a posted job vacancy, the following factors shall be considered by the District:

1. The applicant's length of continuous service within the department.
2. The applicant's ' ability to perform the required duties, as determined by the District.
3. The applicant's physical fitness.
4. The applicant's residency if deemed relevant to the performance of the duties of the position.
5. The applicant's experience.

After consideration of the above factors, if the unit members have the ability and physical fitness (at the end of the posting period) to perform the posted position, then the length of continuous service shall govern.

16.4 In the event a member is awarded a new job, he/she can retain his/her seniority in the job from which he/she transferred for the length of a trial period not to exceed fifteen (15) workdays. The member has no seniority in the new job until he/she has accepted the new job and has dropped his/her seniority in the job from which he/she transferred. If a member does not reject the job within the fifteen (15) workday trial period, he/she shall be considered as having accepted the new job. No member can hold seniority in two jobs. The administration has the right to accept or reject, subject to the grievance procedure, any member at any time during the fifteen (15) day trial

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period on a new job. A member, who rejects or is rejected from a job during the trial period, will return to the job in which his/her seniority applies with no loss of seniority.

16.5 Subsequent openings (vacancies that occur as a result of a unit member being appointed to fill a vacancy for which notice is given):

Between October 1 and the end of the school year, the District reserves the right to fill subsequent openings occurring as a result of the procedure in 16.1 on a temporary basis through the close of school. Such subsequent openings shall then be subject to the provisions of 16.1 following the close of school.

ARTICLE 17 LAYOFF - RECALL

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

ARTICLE 18 SALARY

The Salary Schedule outlined in Article 18 shall apply in accordance with Article 25 of this agreement. Salaries for other than stated hours per day shall be prorated (annual salary divided by number of days divided by hours per day listed = hourly rate).

Position & Level	**25-26**	**26-27**	**27-28**	**28-29**
	4.25%	4.00%	3.50%	3.50%
Maintenance-12 Month	8 hrs. / day			
Level 1	$68,291	$71,023	$73,508	$76,081
Level 2	$72,382	$75,277	$77,912	$80,639
Groundskeeper- 12 Month	8 hrs. / day			
Level 1	$65,350	$67,964	$70,343	$72,805
Level 2	$69,264	$72,034	$74,555	$77,165
Laborer - 12 Month	8 hrs. / day			
Level 1	$52,244	$54,334	$56,235	$58,204
Level 2	$55,374	$57,589	$59,605	$61,691
Custodial - 12 Month	8 hrs. / day			
Level 1	$56,169	$58,416	$60,460	$62,576
Level 2	$59,534	$61,915	$64,082	$66,325
Cleaner - 12 month	8 hrs. / day			
Level 1	$43,855	$45,609	$47,205	$48,858
Level 2	$47,332	$49,225	$50,948	$52,731

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Position & Level	25-26	26-27	27-28	28-29
	4.25%	4.00%	3.50%	3.50%
Courier/Food Service Worker - 12 Month	8 hrs. / day			
Level 1	$39,440	$41,017	$42,453	$43,939
Level 2	$40,102	$41,706	$43,166	$44,677
Teacher Aide -180 days	7.5 hrs./ day			
Level 1	$29,456	$30,634	$31,706	$32,816
Level 2	$31,118	$32,362	$33,495	$34,667
Individual Aide -180 days	7.5 hrs./ day			
Level 1	$29,456	$30,634	$31,706	$32,816
Level 2	$31,118	$32,362	$33,495	$34,667
Food Service Helper -180 days	6 hrs./ day			
Level 1	$22,155	$23,041	$23,848	$24,683
Level 2	$23,395	$24,331	$25,182	$26,063
Food Service Helper - 180 days	5 hrs./ day			
Level 1	$18,462	$19,200	$19,872	$20,568
Level 2	$19,500	$20,280	$20,990	$21,724
Food Service Helper - 180 days	2.75 hrs./ day			
Level 1	$10,157	$10,563	$10,933	$11,316
Level 2	$10,725	$11,154	$11,545	$11,949
Cook - 180 days	35 hrs./week			
Level 1	$30,568	$31,791	$32,904	$34,055
Level 2	$32,299	$33,591	$34,766	$35,983
Secretarial – 180 days (school calendar) + 20 days	7.5 hrs./ day			
Level 1	$50,671	$52,343	$53,652	$55,116
Level 2	$53,679	$55,450	$56,836	$58,388
Secretarial – 12 months	7.5 hrs./ day			
Level 1	$63,286	$66,007	$68,582	$71,188
Level 2	$67,076	$69,960	$72,688	$75,451

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Position & Level	25-26	26-27	27-28	28-29
	4.25%	4.00%	3.50%	3.50%
LPN – 180 Days	7.5 hrs./ day			
Level 1	$34,856	$36,250	$37,519	$38,832
Level 2	$36,944	$38,422	$39,767	$41,158
Keyboard Specialist – 180 Days	7.5 hrs./ day			
Level 1	$37,618	$39,122	$40,492	$41,909
Level 2	$40,677	$42,304	$43,785	$45,318
Keyboard Specialist – 12 Month	7.5 hrs./ day			
Level 1	$54,339	$56,512	$58,490	$60,537
Level 2	$58,750	$61,100	$63,239	$65,452
Printing Aide – 200 Days	7.5 hrs./ day			
Level 1	$33,030	$34,351	$35,553	$36,798
Level 2	$35,009	$36,410	$37,684	$39,003

18.2 Salary level changes are based on the unit member's credited service within his/her job title. Members will advance to the appropriate salary schedule level on his/her anniversary date of hire.

18.3 After five (5) years of continuous credited service in a job title a member shall be placed on Level 2.

18.4 Should a unit member transfer from one job title to another he/she shall be placed on the first salary level.

18.5 The following stipends will be paid to unit members:

a) Working Lead Maintenance $ 750
b) Working Lead Groundskeeper $ 750
c) Lead Custodian
   1) High School $ 750
   2) Middle School $ 750
   3) Elementary School $ 750
d) Night Lead Custodian
   1) High School $ 750
   2) Middle School $ 750
   3) Elementary School $ 750
e) Head Cook
   1) High School $ 400
   2) Middle School $ 400
   3) Elementary School $ 400
f) Banquet Rate: Regular hourly rate plus $1.00 per hour.

18.6 Maintenance Call In: Maintenance shall be paid a minimum of two (2) hour show-up time.

18.7 Teacher Aide providing Substitute Teacher Coverage: If the District identifies a class for which the teacher is absent and determines that a teacher aide will be required to substitute, then the District will pay additional compensation to the teacher aide. For up to each half day of substitute teaching work that a teacher aide performs at the request of the District, the teacher aide will receive an additional twenty ($20.00) in pay beyond his or her normal pay. For more than a half day of substitute teaching work that a teacher aide performs at the request of the District, the teacher aide will receive an additional forty ($40.00) in pay beyond his or her normal pay. Selection of the teacher aide receiving additional pay for substitute teaching shall be at the discretion of the District.

ARTICLE 19 - RETIREMENT PLAN

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

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

ARTICLE 20 EVALUATIONS

A unit member may be evaluated at any time subject to the following conditions:

20.1 If a written evaluation is conducted, it shall be conducted by an appropriate supervisor or administrator.

20.2 A written evaluation must relate to the member's role as an employee and to the specific job he/she is hired to do.

20.3 There are no minimum or maximum numbers of evaluations during a given period of time.

20.4 If a written evaluation is to be placed in a member's official personnel file, a conference between the evaluator and the member shall be held.

20.5 A written evaluation which is to be placed in a member's official personnel file shall be signed by the evaluator and the member and a copy given to the member. Such signature may not be withheld. The member's signature merely signifies that a conference was held and that he/she has received a copy of the evaluation. In no way does a signature indicate agreement or disagreement with its contents.

20.6 The member may attach a written answer to the evaluation. The answer shall be signed by the member and the evaluator and shall be attached to the actual file copy.

20.7 The above Articles 20.1 - 20.6 shall not be construed to exclude the placement in the personnel file of letters, warnings, clarifications, or other materials pertaining to an employee's performance. The rights stated in 20.4, 20.5, and 20.6 shall apply to any material that is placed in the unit member's file.

ARTICLE 21 GRIEVANCE PROCEDURE

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

STAGES:

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

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

2. If the grievance remains unsettled, then the grievant will present the grievance in writing to the Superintendent within ten (10) working days of the receipt of the written decision at Stage 1. The Superintendent will give his or her written response to the grievant within five (5) business days of the presentation of the grievance.

3. a) If the grievant and/or Union is not satisfied with the decision of Stage 2, they may submit the grievance to the arbitration by written notice to the Board of Education within ten (10) business days of the decision in Stage 2.

   b) Within ten (10) business days such written notice of submission to arbitration, the Board and the Union will submit the dispute to a tripartite panel. Such panel shall be composed of one member selected by the Board, one by the Union, the third member chosen by the other two. In the event the two parties cannot agree on a third member, the Voluntary Rules of the American Arbitration Association shall be followed in order to make a selection.

   c) The selected panel will hear the matter promptly and will issue their decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs have been submitted to them. The panel's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues.

   d) The panel shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

   e) The decision of the panel shall be advisory upon all parties. The Board will accept, reject or modify the decision.

   f) The costs for the services of the panel, if any, will be borne equally by the Board and the Union.

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ARTICLE 22 PAYROLL DEDUCTIONS

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

"Payroll Deduction Authorization"

Social Security Number _____

Last Name _____ First _____ Middle

District Name
Union

To the Board of Education:

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

Member signature _____ Date _____

22.2 NYSUT Benefit Trust

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

ARTICLE 24 ORGANIZATION ACTIVITIES

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

ARTICLE 25 DURATION

This agreement shall be effective 07/01/2025 through 06/30/2029.

BOARD OF EDUCATION, Gouverneur Central School District

By Jacquelyn L. Kelly, Superintendent of Schools
Jacquelyn L. Kelly

GOUVERNEUR SCHOOL RELATED PERSONNEL UNION

By Steven M. Besaw, President
Steven M. Besaw

Dated: 6/18/2025

Signed and Sworn to before me
this 18th day of June, 2025.

Natalie Kennedy
Notary Public