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7932

Accepted Copy; Signed June 20, 2005

Agreement

Between the

GEORGE JUNIOR REPUBLIC
UNION FREE SCHOOL DISTRICT

And the

GEORGE JUNIOR REPUBLIC
TEACHERS' ORGANIZATION



July 1, 2004 through June 30, 2006

RECEIVED

JUN 27 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
Unit Definition

This Agreement is between the George Junior Republic Union Free School District ("District") and the George Junior Republic Teachers' Organization ("Organization") of the George Junior Republic Union Free School District. The unit appropriate for the purpose of collective negotiations is: Included: All full-time teachers, the school psychologist, the social worker/counselor and the speech therapist. Excluded: All administrators, supervisors, "employers", all BOCES employees, all non-instructional employees and all other employees.

ARTICLE II
Salaries

1. Teachers will be hired at a salary commensurate with prior experience and qualifications based on the following:

- a. Salary Formula 2004-05 School Year. The salary formula will apply to all unit members. This salary calculation is to be retroactive to September 1, 2004

Bachelor's Degree - \$34,800 Master's Degree - \$39,000

Prior Years of Service

The District will add six hundred twenty five dollars (\$625) to the base salary, stated above, for each complete year of service in the District. This has already occurred as of September 1, 2004.

The District will add four hundred fifty dollars (\$450) per complete year of prior service to be added to base salary (maximum of 10 years). In the case of prior years service outside the District, the Superintendent shall assess, in his/her sole discretion, how many years of prior service shall be granted. This has already occurred as of September 1, 2004.

- b. Salary Formula 2005-06 School Year. The salary formula will apply to all unit members.

Bachelor's Degree - \$35,681 Master's Degree - \$39,858

Prior Years of Service

The District will add six hundred twenty five dollars (\$625) to the base salary, stated above, for each complete year of service in the District.

The District will add four hundred fifty dollars (\$450) per complete year of prior service to be added to base salary (maximum of 10 years). In the case of prior years service outside the District, the Superintendent shall assess, in his/her sole discretion, how many years of prior service shall be granted.

2. Graduate Credit Hours

For hours earned after July 1, 1999, the District will issue salary credit in the amount of thirty-nine dollars and thirty cents (\$39.30) per credit hour to each teacher who earns graduate credit toward his/her Master's Degree that is required for permanent certification

in the tenure area of his/her probationary appointment in blocks of 3 or 4 hours. This is subject to the following conditions.

- a. Superintendent approval before enrollment.
- b. All credits must be at the graduate level and be part of a matriculated program for a Master's Degree.
- c. The degree is to be necessary for permanent certification in the tenure area of the teacher's probationary appointment.
- d. The teacher must complete the approved course with a passing grade. The completed course must meet NYS SED certification requirements.
- e. The teacher must submit a transcript to evidence completion of graduate course(s) to the Superintendent by October 1 for course(s) completed September 1 through August 30 of the previous school year. Salary credit will be applied to the teacher's salary the following school year.

In order to clarify the method of payment for credit hours, the parties agree that the method of payment for graduate hours is to compensate on a per credit hour basis at the then earned per credit hour payment basis. Salary credit for graduate credit hours is paid on the following basis:

•Graduate hours earned prior to 1991:	\$25 per hour
•Graduate hours earned 1991-1992:	\$30 per hour
•Graduate hours earned 1992-1993:	\$30 per hour
•Graduate hours earned 1993-1994:	\$35 per hour
•Special Education grad hours 1993-1994	\$50 per hour
•Graduate hours earned 1994-1995:	\$35 per hour
•Graduate hours earned 1995-1996:	\$36.50 per hour
•Graduate hours earned 1996-1997:	\$36.50 per hour
•Graduate hours earned 1997-1998:	\$38 per hour
•Graduate hours earned 1998-1999 to present:	\$39.30 per hour

- f. Upon attainment of a Master's Degree, the District will then pay at the Master's Degree salary level and the teacher will no longer be compensated for those hours leading up to the Master's Degree. A teacher may earn additional salary for credit hours earned beyond a Master's degree at the following per hour amount:
 1. Hours earned before the 1994-95 school year: \$25.00 per credit hour.
 2. Hours earned during the 1995-96 and 1996-97 school years: \$37.50 per credit hour.
 3. Hours earned during the 1997-98 and 1998-99 school years: \$39.00 per credit hour.
 4. Hours earned in the 1999-00 and following school years: \$40.30 per credit hour.
3. Payment for graduate credit hours beyond a Master's Degree shall be made at the rate of forty dollars and 30 cents (\$40.30), payable in blocks of three or four (3 or 4) credit hours.

4. The District will pay fifty dollars (\$50) per credit hour, payable in blocks of either three (3) or four (4) credit hours, as applicable, up to no more than six (6) such credit hours a year only for those teachers who are on staff at the ratification of this Agreement on or about May of 1994, and who have waivers with regard to special education certification for the successful completion of special education courses with a grade of at least B, having prior approval from the superintendent and the Board of Education at an accredited college or university leading to special education certification. Article II, Section 2, credit payments will be added to Article II, Section 4, Credit Pay merit for those teachers who meet the criteria of Section 4.
5. Regular paydays shall be every other Friday, commencing the second Friday in September. The payday schedule is attached as Appendix B. In case of emergency, the District will notify the president of the Teachers' Organization. Paychecks will be available to unit employees at approximately 10:00 a.m. on pay dates Fridays. If a payday falls within a recess or holiday, the District will mail teachers their paycheck to their home address on the Thursday immediately preceding the Friday pay period. However, if a teacher informs the District, in writing, prior to the recess, not to mail their paychecks, the teacher's paycheck shall be available at the School Office by 10:00 a.m. on the payday Friday. Teachers may elect to be paid in twenty-one (21), twenty- four (24), or twenty- six (26) equal installments.
6. A teacher may choose the option of direct deposit of his/her paycheck in which case their pay would be directly deposited into any appropriately designated financial institution.
7. All employees will be covered under Social Security and Workers' Compensation as required by law.
8. The District reserves the right to make salary adjustments resulting from inadvertent overpayment of salaries.
9. Summer School

Those teachers interested in teaching summer school are to notify the Superintendent, in writing, by March 1 of each year. By May 1st of each year, the Superintendent will notify the teacher that he/she has been hired to teach summer school and what the assignment offer is, if a summer school program is in effect. Each teacher hired must then write a letter by May 15th accepting or declining the assignment. If the class is canceled, the teacher will then be notified.

Teachers who teach summer school during the summer of 2005 will be paid at the rate of 1/187th of their 2004-05 annual salary per day for each of the days of required attendance. Teachers who teach summer school during the summer of 2006 will be paid at the rate of 1/187th of their 2005-06 annual salary per day for each of the days of required attendance.

10. Individuals approved by the Board of Education as the head coach for varsity, junior varsity and/or modified interscholastic sports team will be paid as follows:
 - 2003-04 school year: \$1,061 per sport season and \$743 for each assistant coach per season.

•Effective July 1, 2004: \$1,561 per sport season and \$743 for each assistant coach per season.

An interscholastic sport is one that involves the participation of a team against a series of teams from other school districts in scheduled contests in an organized manner over a standard season of play. This definition would not include isolated events such as tournaments.

If the District appoints an Athletic Events Coordinator s/he will be paid an additional amount of money as follows:

- 2003-04: \$1,200 per school year.
- Effective July 1, 2004: \$2,300 per school year.

11. Internal Revenue Code (IRC) Section 403 (b) Accounts. Beginning in September 2002, for each bargaining unit member who makes a contribution to an IRC section 403 (b) plan, the District agrees to make a matching contribution of up to one percent (1%) of the bargaining unit member's base salary, payable to the bargaining unit member's IRC Section 403 (b) plan; subject to the contribution limits as outlined in the Internal Revenue Code; and, subject to all applicable federal and state laws and regulations.

The District will allow the GJRTO to schedule NYSUT- endorsed training sessions on financial matters on school grounds. NYSUT will supply speakers and appropriate personnel to explain IRC Section 403(b) programs at mutually agreed-upon times and dates.

12. Beginning in September 2004, for each bargaining unit member who makes a contribution to an IRC section 403 (b) plan, the District agrees to make a matching contribution of up to 1.45% of the bargaining unit member's base salary, payable to the bargaining unit member's IRC Section 403 (b) plan; subject to the contribution limits as outlined in the Internal Revenue Code; and, subject to all applicable federal and state laws and regulations.
13. Beginning in September 2005, for each bargaining unit member who makes a contribution to an IRC section 403 (b) plan, the District agrees to make a matching contribution of up to 2.00% of the bargaining unit member's base salary, payable to the bargaining unit member's IRC Section 403 (b) plan; subject to the contribution limits as outlined in the Internal Revenue Code; and, subject to all applicable federal and state laws and regulations. Contributions are to be made within thirty- (30) days of the end of the school year.

ARTICLE III

Insurance

1. Individual Employees

Effective July 1, 2004, the District will pay ninety-five percent (95%) of the group medical program and the unit member will pay five percent (5%) of the cost of the medical program. Effective July 1, 2005, the District will pay ninety-four percent (94%) of the group medical program and the unit member will pay six percent (6%) of the cost of the medical program. Effective July 1, 2004 the District will continue to pay the total cost of the life insurance program for individual employees.

2. Family Coverage

For all other unit members who opt for family coverage, the unit member will pay one half (1/2) of the difference between the family and individual premiums.

3. Opt-Out.

Effective July 1, 2002, a unit member may opt-out of the District's group medical program and s/he will receive an annual stipend of \$1,000 payable in the first regular pay period after June 1st. Effective July 1, 2005, a unit member may opt-out of the District's group medical program and s/he will receive an annual stipend of \$1,250 payable in the first regular pay period after June 1st. This payment will be in a separate check.

The unit member must certify in writing to the District that s/he has health insurance elsewhere in order to opt-out.

Newly hired unit members must notify the District within thirty- (30) days of appointment whether s/he will opt-out or not. A unit member must notify the District by July 1st of each year whether or not the unit member will opt-out of the District's health care plan.

A unit member can opt back into the District's plan if there is a qualifying event under HIPPA or if the unit member is no longer covered by other health insurance.

4. The District reserves the right to select group medical/life insurance plans or to change carrier or to self-insure. The District will insure coverage is to remain at current levels during the contract term.

5. Dental

Effective on or about April 1, 1995, the District agrees to provide a dental insurance policy to each unit member through an insurer of the District's choice. The District agrees to pay 100% of the individual full time unit member's premium. Effective July 1, 2005 the District agrees to pay ninety-percent (90%) of the individual unit member's premium and the unit member is to pay ten-percent (10%) of the cost of the premium. A unit member may choose to enroll eligible family members in this dental insurance policy and the unit member agrees to pay any additional cost over the cost of an individual policy for the cost of enrolling eligible family members by payroll deductions taken by the employer from the unit member's paycheck.

6. Dental Opt-Out.
Effective July 1, 2005, a unit member may opt-out of the District's group dental program and s/he will receive an annual stipend of \$150 payable in the first regular pay period after June 1st. Payment shall be in a separate check. A unit member can opt back into the District's plan if there is a qualifying event under HIPPA or if the unit member is not longer covered by other health insurance.
7. Flexible Spending Accounts
On or about January 1, 1996, the District agrees to implement at no net cost to the District, flexible spending accounts to accomplish a pre-tax health insurance premium program for medical expenses not covered by insurance and for dependent child care (to the extent permitted by law and regulation).
8. There shall be payroll deductions for NYSUT member benefits.
9. Health Insurance for Retired Unit Members
If a unit member resigns for retirement, having ten (10) consecutive years of service for the District, that retiree may join the District's health care program. The District pays ten percent (10%) of the premiums for individual coverage only, and the retiree pays ninety percent (90%) of the premium.

ARTICLE IV **Work Year**

1. Effective with the 2002-03 school year, the regular work year for teachers in the unit is 187 workdays with 184 student instructional days, exclusive of summer school work. Effective in September of 2002, one of the 187 workdays shall be a staff development day, which program will be mutually developed by the District and the GJRTO.

The tentative calendar covering a work year for each subsequent school year covered by this Agreement will be given to the President of the Teachers Organization on or about July 15 of any such year.
2. School Psychologist and School Social Worker. These positions will be paid in the following manner.

Compute the salary as if a teacher with a Masters degree and then add the in-district services credit/out of district service credit; then add any graduate hours to obtain a base salary for the teacher work year. This base is divided by 187 to obtain a per diem rate to be applied for the days of work beyond the teacher work year, which is to be 33 days as scheduled by the Superintendent.
3. With regard to the school psychologist and social worker/counselor, the following holidays will be observed in July and September: July 4th and Labor Day.

ARTICLE V

Work Day

Section A.

1. The workday for teachers will begin ten (10) minutes prior to the student's day and will be a maximum of seven (7) hours including lunch.
2. In addition to the regular workday, from September to June unit members may be required to attend up to two (2) faculty meetings per month of up to 40 minutes for each such meeting.
3. Beginning on or about September of 2002, some of these meetings may be mandatory type faculty meeting and the Superintendent or designee may designate some as in-service/topical type of meetings.
4. With regard to the in-service/topical type of meetings, the District will publish a listing of upcoming meetings and suggested topics for these topical/in-service meetings. This listing may be updated with additional topics and meetings. For the 2003-04 school year, as many as fifteen (15) of these topical/in-service meetings may be scheduled. A unit member may choose from the listed meetings and topics, but must attend thirteen (13) of these topical/in-service meetings over the course of the work year.

For the 2004-05 school year, as many as twelve (12) of these topical/in-service meetings may be scheduled. A unit member may choose from the listed meetings and topics, but must attend ten (10) of these topical/in-service meetings over the course of the work year.

The District would support the development of the list of topics for these meetings to be facilitated by a small committee composed of 2 unit members and 2 administrators who will develop the topics and calendar for each succeeding school year.

5. These topical/in-service meetings are to be a maximum of ninety- (90) minutes including no more than sixty -(60) minutes after the end of the regular workday.
6. The District shall provide at least 72 hours notice of faculty meetings. The Superintendent or designee may excuse a unit member's attendance at a faculty meeting in advance.
7. In addition, teachers are expected to prepare individual education programs and plans (IEPS). Homeroom teachers are to meet and aid in the utilization case review (UCRs). Occasionally, afternoon UCRs may extend school days by as much as one (1) additional hour and it is expected that a teacher will remain in those circumstances. Attendance beyond 8 UCRs after school hours will be compensated at the unit member's per diem hourly rate.

- B. All teachers shall be provided with at least a thirty -(30) minute duty-free lunch period each day.
- C. There will be a minimum preparation period of forty- two (42) minutes per day. When administratively feasible, teachers will have two (2) preparation periods of forty- two (42) minutes per day.
- D. The District will forward, to those teachers on staff by July 1 of each year, a tentative teaching assignment for the next school year, which is subject to change for extenuating circumstances.
- E. The Teachers' Organization may make any suggestions for the agendas for Superintendent's Conference Days. The Organization president will be consulted with regard to the final agenda.

ARTICLE VI

Leaves Of Absence

A. Preamble

The District shall use the George Junior Republic Agency, Incorporated form "Request for Leave of Absence". It is understood the use of said form does not abridge, change, or modify any contractual rights Organization bargaining unit members enjoy under Article VI, except as herein provided:

1. The form shall be completed before taking personal time and other planned leaves; no reasons are required for personal leave. If a personal leave days falls on the day immediately preceding or following a vacation or holiday, reasons for requesting such leave must be specified.
2. The form shall be completed by the day of the teacher's return from sick leave or other emergency leave.
3. All other sections of the form are not applicable to Organization unit members.

B. Personal Sick Leave

Ten (10) paid sick leave days are available per year. The ten (10) days will be available or added to teachers' accumulated bank effective the start of each school year. Sick leave days may be accumulated up to a total of one hundred eighty (180) days for use by the employee in connection with his/her own personal illness. The superintendent may require proof substantiating personal illness or injury whenever an employee is absent four (4) consecutive days.

If a unit member is medically disabled for a non-work related reason, the unit member may use sick leave. In cases where the condition of disability will extend beyond 7 school days, the unit member is required to furnish a physician's certification of illness and/or disability.

In some cases, a unit member may be eligible to apply for both sick leave and for disability insurance benefits, and in that case, the unit member agrees to complete all necessary

paperwork to help the District in obtaining and recouping the disability insurance benefits over which it has a lien. Unit member may not receive both sick leave and disability insurance benefits such that the unit member receives in excess of his/her regular daily rate or pay.

When disability has been secured by the District for a period of time when a teacher also uses sick leave the District will resort pro rata to the nearest one half (1/2) day, a teacher's sick leave based upon the amount of disability money received.

C. Family Emergency Leave

Three (3) paid family emergency leave days are available per year. These days may not be accumulated. The superintendent may require proof substantiating the illness, injury, or death as pertaining to family emergency leave. In cases of sickness or injury in the immediate family, immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, or grandparents. If any of these days are unused at the end of the work year, they will be added to the unit member's accumulated personal sick leave.

D. Bereavement Leave

Each employee shall be granted leave up to three (3) school days per year without loss of pay or use of personal sick days because of the death of his or her spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, aunt and/or uncle. If an extension is needed in an unusual circumstance, this may be requested of the superintendent. Then, if approved, this will be deducted from personal sick days. Bereavement leave is not cumulative.

E. Personal Leave

Each teacher shall have available three (3) days personal leave each school year; such days being available for personal, non-recreational activity of the teacher which cannot be conducted at times other than during the school day. Except for emergency situations, a notice for personal leave is to be submitted on the "Personal Leave Form" (See: Appendix A) to the Superintendent seventy-two (72) hours (3 workdays) prior to the date of requested leave. The Superintendent, or designee, is to give tentative approval twenty-four (24) hours (1 workday) prior to the date requested to be absent. If the unit member is not able to give seventy-two (72) hours (3 workdays) advance notice due to an emergency, the unit member must give a reason for the personal leave taken on an emergency basis. No more than two (2) teachers shall be granted personal leave time on any given day. The Superintendent may grant additional absences on any given day. Personal leave may be added to or converted to sick days.

If a personal leave day falls on the day immediately proceeding or following a vacation or holiday, reasons for requesting the leave must be specified.

Upon request by a staff member, the superintendent may, at his or her discretion, grant a maximum of two (2) additional leave days per year with pay when unusual circumstances or situations arise and no other contractual leave provision is applicable.

F. Professional Visitation Days

Teachers may request one (1) day per year to visit other schools provided such request is approved by the Superintendent.

G. Other Leaves

Tenured teachers may request leaves of absence for a period of up to one (1) year without pay. Health care benefits may be continued at the teacher's expense. Unpaid childcare leave may be granted for up to two (2) years for tenured and non-tenured teachers. Health care benefits may be continued at the teacher's expense. The teacher is to submit a written request for a leave sixty- (60) days in advance of the time the leave is to commence. A teacher will notify the district of his/her intention to return to work as soon as possible, but not later than ninety- (90) days prior to the resumption of duties. If the leave is in the first semester only, notification will be made sixty- (60) days prior to resumption of duty. Under normal conditions, the resumption of a teacher's employment will correspond with the start of a new semester. Upon return from this unpaid leave, the teacher shall be credited for salary purposes, with the time served prior to the unpaid leave.

One teacher, designated by the Organization, may be granted up to three (3) days leave to attend state, regional or local functions on Organization business. The Organization will reimburse the School District for the full cost of substitutes required in this instance.

In September, teachers will be notified, in writing, of the teacher's accrued leave to date.

1/186th of the ten (10) month salary (or 187th beginning with the 2002-03 school year) will be deducted for each day's absence in excess of approved leave.

ARTICLE VII

Terms of Employment

A. Absence Without Authorization

Any teacher who is absent without authorization for five (5) days within a given academic year will be automatically dismissed.

If an employee does not report to work for any reason (excluding contractual leave time), that employee will be docked in pay accordingly.

B. Termination of Employment

Teachers are required to give thirty -(30) days notice prior to the date of their last day of employment. Resignation must be submitted in writing.

C. Right to Representation

Whenever a teacher is summoned for a meeting involving possible discipline or discharge by the District or any of its agents, the teacher shall be told, prior to the meeting, the nature of the meeting and their right to have a union representative present.

D. Tenured Teacher Discipline

1. No tenured teacher will be disciplined or dismissed without just cause
2. Where a tenured teacher, except in the year prior to tenure, in the bargaining unit is charged upon grounds set forth in Education Law 3012, as amended from time to time, for removal or discipline and probable cause is found by the Board of Education, pursuant to Education Law 3020-a as amended from time to time, the Board shall also set forth, in writing, the penalty the Board would render in the event of a hearing as hereinafter set forth. The Board shall send the charges and penalty by certified mail, return receipt requested.
3. Within ten (10) days of receipt of the charges by the Board, a tenured teacher may elect the procedures and rights afforded tenured teachers under Article 61, specifically Sections 3012, 3020 and 3020-a of the New York Education Law or may agree to the alternative discipline and dismissal procedure of just cause as provided herein.
4. If the tenured teacher fails to request a hearing under the law, as set forth in paragraph #3, such a failure shall constitute a waiver of the right to any hearing and shall further constitute agreement by the teacher of the charges and such penalty. The tenured teacher shall respond within ten (10) days of receipt of the charge by certified letter, return receipt requested.
3. Where the tenure teacher elects to have a hearing under the alternative contractual procedure, then and in that event, a hearing before a sole arbitrator in accordance with the rules of the American Arbitration Association will apply. The Teachers' Organization and the District shall each pay one half (1/2) of the arbitrator's billing and American Arbitration Association charges. If the tenured teacher elects to have a hearing, then the hearing shall proceed on the basis of the charges. However, the recommended penalty of the Board will not be divulged to the arbitrator.
5. If the tenured teacher is suspended, such suspension shall be with pay.
6. The arbitrator is authorized to:
 - a. Find that there is no just cause for action against the teacher and direct that there be taken from the teacher's file all reference to this matter.
 - b. Find that there is just cause for taking action against the teacher and, in such event, the arbitrator may direct a penalty and he/she considers appropriate which may be different than those specified in Education Law Section 3020-a.
7. The tenured teacher waives all rights to proceed in any other forum, except as set forth in paragraph #3 and paragraph #7 of this Article.

8. The findings and penalty arrived at by the arbitrator shall be final and binding on all parties and no review of the arbitrator's decision will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the "Civil Practice Law and Rules" (unless the Article 75 provisions are waived by the mutual consent, in writing, of the parties).

E. Health

The District will take all reasonable steps to maintain a healthy working environment for unit members in accordance with the applicable state and federal laws governing the employer.

F. Health and Safety Committee

1. A general Health and Safety Committee is hereby established.
2. The committee shall be composed of two (2) representatives appointed by the district and two (2) representatives appointed by the president of the organization.
3. The jurisdiction of the committee shall include all matters of safety concerning unit members. The foregoing is intended to be illustrative and not inclusive.
4. The committee shall meet at least quarterly. Special meetings may be convened upon call of any two- (2) committee members.
5. Decisions of the committee shall be by majority vote provided, however, that an equal number of representatives appear at a committee meeting. The decision of the committee shall be advisory to the district.

G. Use of Telephones

Unit employees are authorized to use telephones in the unoccupied room(s) in the Administrative Office of Unit Number 3, designated by the Superintendent.

Unit employees are responsible to pay the District for the cost of any long distance calls. A logbook will be maintained and the Superintendent and President will review it on a monthly basis.

ARTICLE VIII

Teacher Observations

- A. Each non-tenured teacher will be observed at least two (2) times each school year by the Principal, Superintendent and/or director of special education and/or curriculum coordinator. Tenured teachers shall be observed at least once per year by the principal, director of special education and/or curriculum coordinator and/or Superintendent.

B. Each teacher will be notified one week in advance of the date and class period to be observed. Observation is to be conducted using forms agreed upon by the Superintendent and the Organization. Within fifteen (15) school days of the observation, there will be a post-observation meeting where the teacher will receive a written evaluation of the observation. The teacher and the observer will sign all copies in the teacher's personnel file. The teacher has the right to offer a written response to the evaluation within ten (10) days of receipt by the teacher.

C. For those teachers who are in their final year of probation, at least sixty (60) days prior to the end of the probation period, the Superintendent of Schools will notify the probationary teacher, in writing, that an affirmative recommendation for appointment on tenure will or will not be made.

D. There will be no observation leading to formal evaluations during the first or last ten (10) days of any school year.

ARTICLE IX

Grievance Procedure

The term "grievance" as used in the Agreement shall mean any claimed violation, misinterpretation or inequitable application of this agreement, which relates to or involves the employee in the exercise of the duties assigned him/her. The Organization through its designated representatives will be the sole representative in processing grievances arising under this Agreement.

All grievances shall be presented and processed promptly according to the following procedure:

1. A grievance from a unit member must be in writing and submitted within fifteen (15) days after the alleged grievance arises to the Superintendent's designee who is to be a District Administrator.
2. All grievances presented in writing shall contain a statement of the facts upon which the grievance is based, the section of the written Agreement alleged to have been violated and the corrective action requested.
3. The Superintendent's designee has the responsibility to resolve the grievance within ten (10) days of receipt of the grievance and to so advise the grievant and the Organization's President in writing of his/her decision.
4. If the grievance remains unresolved, it may be submitted to the Superintendent, within ten (10) days of receipt of the Superintendent's designee's decision. The Superintendent will then consider the matter and has ten (10) days to advise the grievant and the Organization's President in writing of his decision.
5. Parties will disclose information relevant to the grievance within three (3) days of receipt of written demand for the relevant information.

6. Time limits specified herein may be extended by mutual written agreement.
7. If the grievance is not resolved through the earlier procedure, the Organization may submit the grievance to arbitration with the American Arbitration Association (AAA) within twenty (20) days after the receipt of the District's decision.

The decision of the arbitrator will be final and binding upon the District, the Organization and the employees.

The arbitrator will not entertain any issues or arguments not raised in writing in the proceeding stages nor will he/she have the power to change or alter any provisions of this Agreement. His/her authority will consist only to interpret and apply provisions of the Agreement insofar as shall be necessary to the determination of the grievance and his/her decision for its settlement.

The District and the Organization will share the arbitrator's fees and expenses equally.

Any other costs or expenses will be borne by the party incurring them.

Days shall mean regular school workdays (September through June).

ARTICLE X

Miscellaneous

A. Physical Examination

A physical examination is required for all teachers upon employment by a physician selected by the district at no cost to the teacher, or by a physician selected by the teacher in which case the District will pay up to \$50.

The Superintendent may request a physical or mental examination of any teacher. This will be at the expense of the District. Staff members who become temporarily disabled, including pregnancy, will be required to present physician's statements concerning staff continuing employment, as well as leaving and return to work dates.

B. Jury Duty

If summoned for jury duty, teachers will receive regular pay while serving the jury. Teachers will return to the District any payment received from the court for jury duty, not including traveling expenses.

C. School Closing Policy

The closing of the school is the direct responsibility of the Superintendent. In the event of a school closing, all personnel covered by this contract will be notified of the closing by local radio station announcements or telephone. Unless otherwise notified, all employees are required to report to work for duty.

In the event that a unit member is unable to report to work as a result of law enforcement preventing travel to George Junior Republic UFSD, the District will as a

first option treat the day as personal leave, and, if the unit member has no personal leave, then as a second option the day is to be treated as a day of sick leave, and then if a third option is necessary, the day will be treated as leave without pay.

D. Staff Vacancies

All vacancies for staff positions in the unit will be adequately publicized and posted on the bulletin board in the staff lounge for at least five (5) days to allow interested unit members to apply.

E. Teacher Equipment

Teacher will have a desk and/or cabinet that is able to be locked and will be provided with a key to such desk or cabinet.

F. Personal Property Damage

The use of personal property, such as cameras, computers, other equipment and the like, are strongly discouraged. The District will reimburse the repair or replacement cost of personal property necessary to the performance of the teacher's duties damaged as the result of assault or vandalism suffered while the teacher was performing within the scope of those duties. The superintendent will have full authority to approve or disapprove claims. If an employee's personal insurance company will cover a loss, the employee will be expected to exhaust this reimbursement avenue initially. The District will assume payment of any insurance deductible for approved claims.

ARTICLE XI **Personnel File**

A. There shall be one (1) official personnel file for each unit member. No derogatory materials can be placed in a teacher's file without the knowledge of the teacher. By giving twenty-four (24) hours notice, a teacher shall have the right to review the contents of their file and receive copies, except for confidential or pre-hire material. The teacher shall have the right to respond to the material and have such response attached to said material or to grieve the document. The personnel files are currently housed in the childcare agency's human resource office. The Superintendent shall provide written notice to the President of the GJRTO prior to any change in location of the files with the said location of the files being set forth within the notice.

B. Unit members have the right to have a representative to review the file with them. The District has the right to have a representative present while said review is occurring.

ARTICLE XII **Organization Rights**

A. One (1) copy of Board meeting agendas will be made available to an officer of the Organization at the close of school on the day prior to the Board meeting. All Organization requests for items to be placed on the agenda must be handed in to the clerk of the Board of Education by 9:00 a.m. ten (10) days preceding the meeting.

- B. No later than August 15th of each year, the Organization may request a list of the names and addresses of teachers to be newly employed in the coming school year from the District. The District will provide the list within ten (10) days of the request. In the event the unit member is appointed after August 15th, the District will provide the name and address within ten (10) days of the Organization's request.
- C. The Board of Education agrees to deduct from the salaries of members of the George Junior Republic Teachers' Organization dues for the Organization as said members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Organization. Teacher authorization shall be in writing in the form prescribed by the Board.

These deductions will be made over the first ten (10) payroll periods.

- D. The Board agrees to the right of the Organization to have exclusive use of a bulletin board in each Districts building, have use of the district's mailboxes to communicate with its members, free use of a District room to hold Organization meetings and be provided with a list of unit members employed by the District.

ARTICLE XIII **Educational Conferences**

- A. With the Superintendent's prior approval, teachers may attend state or area conferences.
- B. Transportation to conferences will be by school vehicle when possible, with a credit card provided by the District for gasoline and emergency repairs. If the District cannot provide a vehicle, the District will pay the employee at the Internal Revenue Service rate per mile for the use of his or her own vehicle. Room and meals not to exceed one hundred dollars (\$100) per day.

If the cost of room and meals is to excess \$100 per day, the request must be submitted to the Superintendent for approval of such costs. Said request shall not be unreasonably denied.

ARTICLE XIV **Teacher-Administrator Liaison Committee (TALC)**

The Teacher-Administration Liaison Committee shall be a standing committee made up of teachers and administrators. The purpose of the committee shall be to provide the District with input in those areas affecting education; i.e. curriculum assessment, team teaching, staff development, student discipline, scheduling, etc.

The committee shall meet at least monthly with agenda items presented to the chairperson at least three (3) days prior to the meeting. The chairperson shall rotate between a District agent and an Organization agent every six (6) months, unless there is a mutual agreement not to meet.

ARTICLE XV

Therapeutic Crisis Intervention (TCI)/Life Space Intervention (LSI)

A. The District requires every unit member to receive training in Therapeutic Crisis Intervention (TCI) and Life Space Intervention (LSI) techniques as qualification for appointment. All bargaining unit members are required to participate in an annual update of TCI/LSI techniques.

B. The training process for the TCI & LSI training for the term of this Agreement is to be as follows:

1. The District will schedule TCI & LSI training during the course of each school year that is to be provided without cost or charge for each bargaining unit member. The training will be scheduled in a twelve (12) hour training cycle to be completed prior to June 30th of each school year. The District will provide 72 hours notice of the TCI & LSI training.
2. Every twelve (12) hour training cycle scheduled will require that at least six (6) bargaining unit members sign up and attend training scheduled in blocks of four (4) hours per month. The training will occur outside the workday and each participating bargaining unit member attends and will be compensated at the bargaining unit member's per diem rate.
3. If the bargaining unit member has not completed the TCI & LSI training during the school year, the bargaining unit member will be scheduled for TCI & LSI training over the summer. Summer TCI & LSI training is expected to consist of two (2) full days of training. The TCI & LSI summer training cycle will be posted.

ARTICLE XVI

Mentoring

Mentors shall be compensated at a rate of \$425 per year per mentee.

ARTICLE XVII

Duration/Management's Rights

A. THIS AGREEMENT SHALL TAKE EFFECT ON JULY 1, 2004 AND, NOT WITHSTANDING THE REQUIREMENTS OF PARAGRAPHS (d) AND (e) SUBDIVISION (1) OF SECTION 208-a OF THE CIVIL SERVICE LAW, CONTINUE IN FULL FORCE AND EFFECT ONLY UP TO JUNE 30, 2006, AT WHICH TIME IT SHALL EXPIRE.

B. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

C. Management's Rights

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


George Junior Republic Union Free School District to the George Junior Republic Teachers' Organization.

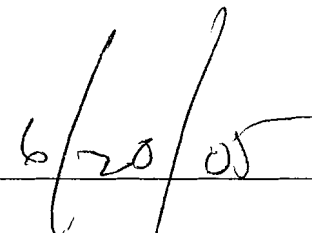
D. Savings Clause

If any provisions in this Agreement or any applications of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or applications shall be deemed invalid, but that all other provisions or applications shall continue in full force and effect.

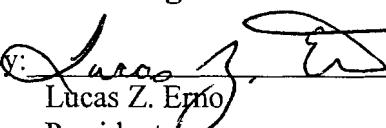
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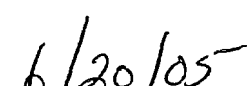
**George Junior Republic
Union Free School District**

By: 
J. Bradley Herman
Superintendent of Schools

Dated: 

**George Junior Republic
Union Free School District
Teacher Organization**

By: 
Lucas Z. Erno
President

Dated: 

APPENDIX A
Request for Leave

Employee: _____ Department/Cottage: _____
Position: _____

Number of Hours:

_____ Sick Hours
_____ Vacation Hours
_____ Compensatory Hours
_____ Personal Hours
_____ Floating Holiday (8 Hours)
_____ Other: _____

starting _____ and ending with _____
[1st day of absence] [last date of absence]

Reason _____

Total Work Hours Absent: _____

Advance Pay Requested: _____ / _____
Yes / No

Regular Days Off [days of week]: _____

Employee's Signature: _____ Date: _____

Supervisor Approval: _____ Date: _____

Human Resources Director: _____ Date: _____

White – Human Resource
Yellow – Accounting
Pink – Supervisor
Goldenrod – Employee (after approval)

May 26, 2004

Side Letter from George Junior Republic to George Junior Republic Teachers Organization.

RE: Grace Benware and Paul LoGalbo

Effective July 1, 2004:

- A. Grace Benware is to receive an additional \$500 in her salary as an annual payment.
- B. Paul Logalbo is to receive an additional \$750 in his salary as an annual payment.

End.

March 24, 2005

Side Letter from George Junior Republic to George Junior Republic Teachers Organization.

RE: Grace Benware and Paul LoGalbo

Effective July 1, 2004:

- C. Grace Benware is to receive an additional \$750 in her salary as an annual payment.
- D. Paul Logalbo is to receive an additional \$750 in his salary as an annual payment.

End.

GEORGE JUNIOR REPUBLIC UNION FREE SCHOOL DISTRICT

26 McDonald Road
Freeville, New York 13068

District Office
Telephone 607-844-6300
Fax 607-844-3573

School Office
Telephone 607-844-6365
Fax 607-844-3410

Employment Agreement

This agreement is being made between the George Junior Republic Union Free School District, and the George Junior Republic Union Free School District Teachers Organization.

Whereas Ms. Hoy was selected by the District as the most qualified and desirous candidate, and

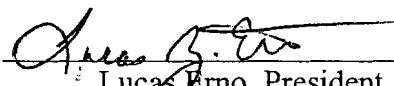
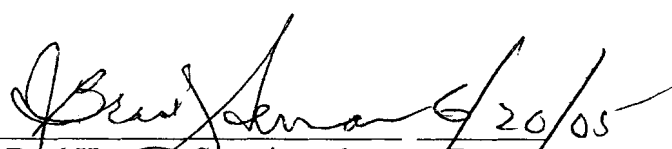
Whereas Ms. Hoy has applied for certification in the area of Culinary Careers, category Food Service Occupations, Code #8419.

The parties recognize this position as part of the collective bargaining unit. In every way, the terms and conditions of employment relative to the collective bargaining unit apply except for those terms modified as explained below.

- ◆ Salary: At this time, Ms. Hoy holds an A.A.S. in Business Administration. The current collective bargaining agreement does not contain a salary base for an individual who holds less than a Bachelors degree. After investigation by the District, and upon settlement of the Collective Bargaining Agreement, it is determined Ms. Hoy will be paid a ten-month rate of \$27,493 for the 2004/05 school year.

This is the total agreement between the parties with regard to this position.

Signatures:

_____	_____		<u>6/20/05</u>
Maureen Hoy	Date	Lucas Erno, President, George Junior Republic Teachers Organization	Date
	<u>6/20/05</u>		
J. Brad Herman, Superintendent George Junior Republic Union Free School District	Date		

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Employment Agreement

This agreement is being made between the George Junior Republic Union Free School District, and the George Junior Republic Union Free School District Teachers Organization.

Whereas Ms. Hoy was selected by the District as the most qualified and desirous candidate, and

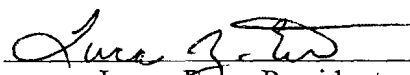
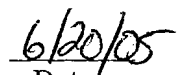
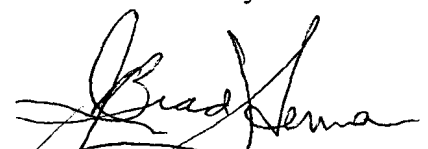
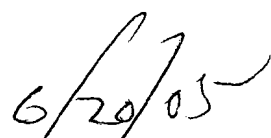
Whereas Ms. Hoy has applied for certification in the area of Culinary Careers, category Food Service Occupations, Code #8419.

The parties recognize this position as part of the collective bargaining unit. In every way, the terms and conditions of employment relative to the collective bargaining unit apply except for those terms modified as explained below.

- ◆ Salary: At this time, Ms. Hoy holds an A.A.S. in Business Administration. The current collective bargaining agreement does not contain a salary base for an individual who holds less than a Bachelors degree. After investigation by the District, and upon settlement of the Collective Bargaining Agreement, it is determined Ms. Hoy will be paid a ten-month rate of \$28,188 for the 2005/06 school year.

This is the total agreement between the parties with regard to this position.

Signatures:

_____	_____		
Maureen Hoy	Date	Lucas Eno, President, George Junior Republic Teachers Organization	Date
			
J. Brad Herman, Superintendent George Junior Republic Union Free School District	Date		