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BC
5141

AGREEMENT

between

**GREECE CENTRAL SCHOOL DISTRICT
TOWN OF GREECE, N.Y.**

and

GREECE UNITED SUPPORT STAFF

JANUARY 1, 2002 - DECEMBER 31, 2004

104

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I. DURATION	1
ARTICLE II. RECOGNITION	1
ARTICLE III. MODIFICATION OF AGREEMENT	2
ARTICLE IV. RELEASE TIME	2
ARTICLE V. DUES DEDUCTION	3
ARTICLE VI. UNIT MEMBER PROTECTION	3
ARTICLE VII. GRIEVANCE PROCEDURE	4,5,6
ARTICLE VIII. PROFESSIONAL IMPROVEMENT	6,7
ARTICLE IX. DRUG AND ALCOHOL TESTING	7,8,9
ARTICLE X. RETIREMENT/CAREER CHANGE INCENTIVE	10
ARTICLE XI. SALARY PROVISION	10,11,12
ARTICLE XII. EVALUATION PROCEDURE	13,14
ARTICLE XIII. BENEFITS	14 - 25
ARTICLE XIV. COMPLETE AGREEMENT CLAUSE	25
ARTICLE XV. SAVINGS CLAUSE	26
ARTICLE XVI. REOPENER	26
ARTICLE XVII. APPROVAL OF LEGISLATIVE BODY	27
APPENDIX	
EXHIBIT A SALARY SCHEDULE	28,29,30
INDEX	31,32

PREAMBLE

In accordance with the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14) the Greece Central School District (hereinafter called the "District") and its supervisory and administrative employees represented by the Greece United Support Staff (hereinafter called the "Association"), the District and the Association enter into this Agreement.

ARTICLE I

DURATION

This agreement shall be effective as of January 1, 2002 and continue in full force and effect until December 31, 2004.

ARTICLE II

RECOGNITION

- A. The Board of Education of Greece Central School District recognizes the Association as the exclusive organization representing the administrative and supervisory personnel in civil service positions designated in Exhibit A.
- B. The District and the Association acknowledge that certain unit members are appointed to Civil Service titles that are recognized titles within other collective bargaining units of District employees. For the purpose of unit placement of individuals within the unit represented by the Association, the District recognizes the internal District title, rather than any inconsistent Civil Service Title, as controlling for any incumbent unit member as of January 1, 2002.
- C. Whenever the District intends to establish a new job title that it proposes to include in the unit represented by the Association, the District will give notice of the intended posting to the Association

- C. before posting the job title as a unit position. The purpose of this notice is to give the Association an opportunity to consult with the District on the appropriateness of including the new job title in the unit. Inclusion of the new job title in the unit will require the Association's consent. Lack of the Association's consent will in no way impede the District's right to establish, post, and fill a new job title, including establishing initial salary grade, provided that the District does not post the new job title as a unit position.
- D. The Association accepts the responsibilities imposed upon it by the provisions of said Article 14 of the Civil Service law as amended.

ARTICLE III

MODIFICATION OF AGREEMENT

It is understood and agreed that this Agreement may be modified or amended only through mutual consent in writing through a signed amendment to this agreement.

ARTICLE IV

RELEASE TIME

The parties to this agreement recognize that on certain occasions it may be necessary for representatives of the Association to perform duties relative to the Association which can only be performed during working hours. In that event, upon the request of an officer of the Association and upon the approval of the Superintendent or designated representative, such time as is necessary shall be provided without loss of pay.

ARTICLE V

DUES DEDUCTION

- A. The District agrees to deduct from the salary of unit members, membership dues in GUSS, as the individual employee individually and voluntarily shall authorize the District to deduct and to transmit the moneys thus deducted to the Association.
- B. Authorizations for such deductions shall be in writing on a District-approved form provided by the Association and signed by the individual. Such properly executed authorization shall be submitted to the District's Business Office and placed on file.
- C. In accordance with District payroll procedures and requirements, authorized dues deductions shall be made in equal amounts commencing on a date agreed upon by the Association and the Superintendent.
- D. The Association will protect, defend, indemnify and hold the District and its agents harmless from any and all claims, damages, and liability which may occur from implementing this article.

ARTICLE VI

UNIT MEMBER PROTECTION

In the event that disciplinary action is being contemplated, unit members are protected by either Section 75 or Section 76 of Civil Service Law.

ARTICLE VII

GRIEVANCE PROCEDURE

The following three (3) step grievance procedure shall be available to unit members for the purpose of resolving concerns which arise out of the interpretation and administration of the collective bargaining agreement. It is the intent of this procedure to provide for the orderly settlement of alleged grievances in an equitable manner at the lowest possible administrative level.

A. DEFINITIONS

1. A grievance is a claim by a unit member that there has been a violation, a misinterpretation, or misapplication of any specific provision of this Agreement.
2. The grievant shall mean any unit member or group of unit members alleging a grievance.

B. TIME LIMITS

1. Each written grievance shall include the name and position of the grievant, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged event(s) or condition(s) constituting the grievance occurred, the identity of the party allegedly responsible for causing the existence of the said event(s) or condition(s) if known, and a statement of the nature of the grievance and redress sought by the grievant. The written grievance shall be signed by the grievant.
2. Grievances must be taken up at Step 1 of the following procedures within twenty (20) days following the date that any unit member knew or should have known of the act(s) or condition(s) on which the grievance is based. Time limits at any step of the procedure may be extended by mutual consent between

the Association and the District. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next higher step of the procedure, but the grievant must proceed to such next step within the time which would have been allotted had the decision been communicated on the final day. Should the grievant not meet the time limits of the procedure, the grievance will be considered as resolved at the last response and further appeal shall be barred.

3. All time limits in the procedure refer to scheduled work days.

C. PROCEDURE

1. Step 1 - Immediate Supervisor

The grievant shall first discuss the alleged grievance with his/her immediate supervisor. The immediate supervisor will respond orally within five (5) days. If the grievant is not satisfied with the response at Step 1, s/he may, within five (5) days of receipt of the response, submit the grievance in writing to the immediate supervisor. The immediate supervisor will respond in writing within five (5) days. In all cases where the immediate supervisor is also an Association unit member, such proposed response or resolution must be subject to final review and approval by the next level of supervision and the Superintendent.

2. Advisory Mediation

For grievable disputes related to the agreement, the parties will select a panel of three persons, one chosen by the Superintendent, one chosen by the President of GUSS, and one selected by mutual agreement of the Superintendent and President of GUSS. This group will make an advisory recommendation for the Superintendent's or Board of Education's consideration either before step 2 or step 3 of the grievance procedure.

3. Step 2 - Superintendent

If the grievant is not satisfied with the response at Step 1, s/he may, within five (5) days of receipt of response, submit the grievance in writing to the Superintendent. If so determined, the Superintendent, or his designee in exceptional situations, may convene a meeting with the grievant, the appropriate supervisor(s) and the President of the Association to review the grievance. After reviewing the grievance, the Superintendent will submit a written decision to the grievant within ten (10) days.

4. Step 3 - Board of Education

If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing to the Board of Education within ten (10) days from receipt of the decision at Step 2. The official grievance record maintained by the Superintendent or his designee shall be available for use by the Board of Education. At the next regularly scheduled meeting following timely receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. By no later than the next regularly scheduled meeting following the conclusion of the hearing, the Board of Education shall render a final and binding decision on the grievance, which decision shall be reduced to writing. Such decision shall be promptly transmitted to the grievant and the Superintendent.

ARTICLE VIII

PROFESSIONAL IMPROVEMENT

The District shall provide a non-cumulative \$25,000 per year of this Agreement for the unit for the purpose of member attendance at professional conferences, seminars, workshops, or other professional growth activities. Approval criteria and recommendations for unit

member attendance on an ongoing basis at such conferences shall be jointly determined by a committee of Association and District representatives and will be subject to final approval by the Superintendent.

ARTICLE IX

DRUG AND ALCOHOL TESTING

The District and the Association recognize the primary purpose of the Omnibus Transportation Employee Testing Act of 1991 as providing safe and secure transportation for students. The parties also recognize the value of the District employees who provide that transportation in Greece. In joint recognition of the above, the parties hereby agree to the following:

1. Members of the Greece United Support Staff required to have a Commercial Driver's License (CDL) or who choose to have a CDL will be tested the same as other employees subject to the Greece Central School District Drug and Alcohol Testing Program.
2. Unless otherwise abridged below, employees afflicted with alcoholism and/or substance abuse shall be entitled to all the rights and benefits provided to other employees who are ill.
3. Employees who request diagnosis and treatment for alcohol and/or substance abuse before being notified in writing of the requirement to submit to testing shall be allowed, immediately upon making that request, to use any and all accrued sick leave while participating in both the diagnosis and rehabilitation of their condition. Upon the exhaustion of all accrued sick leave, the employee is entitled to exercise his or her rights under the collective bargaining agreement, Article XIII, C.1., Leaves of Absence. The District will continue to pay its portion of the health insurance premium during rehabilitation.

4. Upon the successful completion of rehabilitation, and upon meeting all of the requirements under the law and District Policy, the employee will return to work and enjoy all the rights and privileges afforded other unit members.
5. Employees who test positive in accordance with the procedures set forth in the Greece Central School District Drug and Alcohol Abuse Testing Resource Document (Resource Document) at any time during their employment will be suspended without pay for the period of time of rehabilitation. This suspension shall be for up to one year. If rehabilitation has not been achieved before the one year is up, the employee shall be subject to Section 6 below. During this suspension, the employee may continue to be covered by whatever District health insurance plan he or she is enrolled in at the time of the suspension at his or her cost.
6. Employees who test positive a second time shall be terminated. The employee shall have no recourse under contractual disciplinary processes or Civil Service Law. The Association shall retain the right to safeguard employees in that if the procedures set forth in this agreement and in the Resource Document are violated, that procedural question may follow the grievance procedure (Article VII).
7. For drug testing, the collection agent and lab will employ the split sample method. The initial or screening test, if positive, must be confirmed by a confirming test as defined in the Federal Regulations. In cases of a confirmed positive, a split sample will be preserved and made available to the employee's choice of labs certified by the Department of Health and Human Services. If the split sample is lost or otherwise unavailable, or if the chain of custody is broken, the initial screening and/or confirmation test will be reported as negative.
8. Notice to the individual employee of any mandatory testing requirement must be in writing and must include the date and time of the collection, the nature and purpose of the testing, the name of the supervisor ordering the testing, and an indication that the order is being given under the authority of the Department of Transportation's Omnibus Transportation Employee Testing Act of 1991.

9. All test sample collection will be done during an employee's working hours and the employee shall be in paid status for the time spent on sample collection, completion of associated paper work and related procedures.
10. The cost of the testing program, including training, testing of the split sample and any other mandatory program requirements shall be borne by the District.
11. Training opportunities will be offered at least twice a year as part of the mandated safety refresher conducted by the District.
12. All records of an employee's participation in any facet of the program, including collection, testing, diagnosis and rehabilitation shall be held in strictest confidence. Only those authorized by statute shall have access to records and correspondence regarding the testing program.
13. The Association shall be provided any non-confidential summary data provided the District by any agency involved in the program. No document with the name of any tested employee will be shared with the Association without the written authorization of that employee.
14. Nothing in this provision is intended to be in conflict with the Omnibus Transportation Employee Testing Act of 1991. Should any portion of this provision be judged to be in violation of the Act, that portion, to the extent that it is not legal, shall be invalid.

ARTICLE X

RETIREMENT/CAREER CHANGE INCENTIVE

The District may establish a retirement/career change incentive program for unit members to include and not be limited to the following: severance pay, life insurance, health insurance, career counseling, and professional financial counseling. In implementing such program it is understood and agreed that either individuals or the District may initiate discussions pertaining to the benefits available to unit members under this program. If the District intends to initiate such a discussion, it shall notify the President of the Association. Each unit member who enters into such discussions shall have the option of having an Association representative accompany him/her. Upon mutual agreement between the District and the unit member to execute such a program, the District will notify the President of the Association of such agreement.

ARTICLE XI

SALARY PROVISION

A. SALARY SCHEDULE

Qtile	Not Meeting	Making Progress	Meeting Expec.	Excdng. Expec.
1	0.0%	3.0%	3.0%	3.10 to 4.65%
2	0.0%	1.5%	3.0%	3.10 to 4.65%
3	0.0%	0.0%	3.0%	3.10 to 4.65%
4	0.0%	0.0%	3.0%	3.10 to 4.65%

Salaries will be determined by the individual's performance appraisal and the salary progression model. This quartile chart will be used for the duration of the agreement.

1. a. Effective January 1, 2002, all employees with a "Meeting Expectations" performance rating will receive a 3.0% salary increase on their current salary as of December 31, 2001.
 - b. Effective January 1, 2003, all employees with a "Meeting Expectations" performance rating will receive a 3.0% salary increase on their current salary as of December 31, 2002.
 - c. Effective January 1, 2004, all employees with a "Meeting Expectations" performance rating will receive a 3.0% salary increase on their current salary as of December 31, 2003.
 2. The overall summary of performance will be determined using the responsibilities and required tasks listed in the employee Performance Appraisal Document to determine the applicability of a salary increase under this provision.
 3. Unit members commencing service on or after March 1, will be eligible for any earned salary increase effective the following January 1, on a pro-rated basis.
 4. Placement of all newly hired or promoted unit members will be within the established salary range. Unit members whose annual salaries fall below the stated salary ranges after the application of salary changes, will be increased to the minimum salary for their job classification.
 5. Salaries that exceed the ranges in Exhibit A will be paid as a bonus. This payment will have no effect on the unit member's base salary.
- B. No unit member's annual salary shall be decreased from the unit member's annual salary for the preceding year. It is the further intent of the parties that no unit member's annual salary and benefits shall be changed without the negotiated agreement of both parties.

C. Overtime

There are unique occasions when a GUSS member may be eligible to receive overtime pay for hours worked beyond the normal schedule. If an unusual or emergency situation develops that requires extra work time by a person in Grades 1 through 6 inclusive, the person may be paid overtime providing it is approved by his/her supervisor and the assistant superintendent. Typically, an overtime request would result when a person is directed to work four or more hours beyond their normal quitting time during the week or on the weekend. Casual extra time put in by individuals to keep their work current would not be considered overtime. Exceptions must be pre-approved by the appropriate assistant superintendent.

D. The work day for nurses, occupational therapists and physical therapists shall be aligned with that of certified teachers.

E. Physical/Occupational Therapist Workload Review Committee

The following steps may be utilized when a physical/occupational therapist believes his or her work load exceeds the reasonable amount of time necessary to perform required services.

1. The therapist will work to resolve the issue with the building principal.
2. If no resolution is found between the above parties, the therapist will work to resolve the issue with the building principal, appropriate special education coordinator, and the lead therapist.
3. If no resolution is found between the parties in step 2, the issue will be presented in writing and in person with the review committee. The committee will present its findings within 30 days of the meeting to the Superintendent or his designee. The review committee will consist of the lead OT/PT, Assistant Superintendent for Curriculum and Instruction, either the President or their designee of the unit, the appropriate special education coordinator, and the principal of the school/s involved.

ARTICLE XII

EVALUATION PROCEDURE

- A. The evaluation year will be from November 1 to October 31. The Employee Performance Appraisal evaluation document shall be completed no later than December 31.

- B. A formal year end evaluation document shall be prepared for all unit members and an evaluation conference shall be conducted. Performance evaluation appeals will be handled by January 31 for each year. The unit member's first level of appeal is to the immediate supervisor. The final level of appeal will be to the appropriate assistant superintendent. In cases where the assistant superintendent is the evaluator, the second level appeal will be to the Assistant Superintendent of Human Resources.

- C. In the event that a unit member is performing below (Meeting Expectations), the supervisor will provide the employee with written notification. This written notification will occur as soon as the supervisor determines that there is a concern, and should allow sufficient time for improvement. In the event of problems which occur late in the evaluation cycle, the supervisor, employee, Assistant Superintendent of Human Resources, and Association President will confer within 10 working days of the issuance of the written notification. The conference will focus on clarifying the concerns and the need for improvement and will assist the employee in developing an improvement plan.

The employee is entitled to representation by the Association during any step of the process.

D. Performance Evaluation Model

1. Establish a committee empowered to recommend a mutually agreeable industry-standard employee performance evaluation model. Committee members will include the President of GUSS and an assignee, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent of Human Resources and Staff Relations, and an IMC representative.
2. The committee will conclude its recommendations on or before October 31, 2002.
3. Establish a District funding-commitment for initial and recurring training for agreed-to model, in accordance with the recommendation of the committee.

ARTICLE XIII

BENEFITS

A. INSURED BENEFITS

1. Health Insurance

- a. Unit members are eligible to enroll in one (1) of the following optional health insurance plans:
 - (i) Blue Million Plan
 - (ii) Blue Choice Plan
 - (iii) Preferred Care Plan
 - (iv) Other medical insurance plans offered by the District

Employees may switch coverage whenever their plan has a rate change and in the open window period of any

year. Spouses should be added to the policy within 30 days of a marriage and children within 30 days of birth or adoption.

- b. For unit members hired on or after January 1, 2002 the District will pay 90% of the premium of Blue Choice Select, to be applied to the District plan of the unit member's choice.
- c. Unit members who were hired prior to July 1, 1993 may continue in the plan that they are currently enrolled in at 85% District contribution or they may select another plan with the District contribution rate of 90% of Blue Choice Select. A unit member who voluntarily changes to a new plan with the District contribution of 90% of Blue Choice Select may not return to the former plan at 85% District contribution.
- d. Unit members who were hired after July 1, 1993 and before January 1, 2002 may continue in the plan that they are currently enrolled in at 80% District contribution or they may select another plan with the District contribution rate of 90% of Blue Choice Select. A unit member who voluntarily changes to a new plan with the District contribution of 90% of Blue Choice Select may not return to the former plan at 80% District contribution.
- e. Unit members who retire from the District will be eligible to continue their coverage in the appropriate group health insurance program and the District will contribute fifty percent (50%) of the cost of their health care coverage.
- f. The specific benefits and schedules of coverage for these health insurance plans shall be as specified in the master contracts for each plan as maintained by the District and with the understanding that such benefit levels shall be maintained during the life of this Agreement except as may be modified by mutual agreement hereafter.

- g. If a unit member who was injured on the job goes on unpaid leave after exhausting his/her paid leave benefits, the District will continue to pay its share of the unit member's health insurance premium for 180 days after the billing cycle date when it would otherwise be canceled. The unit member may continue as a member of the health insurance plan at his/her own expense after the 180 days, but for no more than the period of the leave of absence.
- h. If a unit member who has been employed for at least six (6) months goes on unpaid leave after his/her paid leave benefits as a result of a non-work related illness or injury, the District will continue to pay its share of the unit member's health insurance premium for 30 days after the billing cycle date when it would otherwise be canceled.

2. Dental Insurance

- a. The District will contribute the premium cost for Single coverage for each unit member who elected to enroll in the Group Dental Plan in February, 1996 or who elected to enroll subsequently at the time of employment with the District. Eligible individuals either select Single or Family coverage and any changes in such coverage cannot be approved unless in accordance with the Plan provisions.
- b. It is specifically understood that benefit schedules and eligibility requirements shall be in accordance with the Plan provisions in effect at the time of such Plan implementation in Paragraph 2.a. above.

3. Basic Life Insurance

- a. Each unit member shall be eligible to enroll for Basic Group Term Life Insurance equal to twice (2x) the unit member's annual salary rounded to the nearest \$1,000 subject to one hundred thousand dollars (\$100,000) maximum. This will be

provided on a non-contributory basis with the District paying the full cost of premiums.

- b. A unit member who retires may elect to continue to be insured up to age seventy (70) in increments of \$10,000 for the amount of his/her Basic Group Life Insurance which is in effect at the time of retirement. Unit members who retire will assume the full cost of the monthly premium rate.

4. Long Term Disability Income Insurance

- a. The District will provide a long term disability income plan on a non-contributory basis which will pay benefits equal to sixty-six and two thirds percent (66 2/3%) of monthly earnings to a maximum benefit of five thousand dollars (\$5,000) per month to eligible unit members who become totally disabled and are under the care of a licensed physician. The monthly benefits will start upon the cessation of salary continuance but not less than three (3) months after the total disability started and will continue during such period of disability up to, but not beyond, age seventy (70).
- b. Specific eligibility requirements and benefit coverage shall be in accordance with the master plan administered by the District.

5. Discretionary Benefit Fund

Each unit member will be allocated up to eight hundred and fifty dollars (\$850) to apply toward the cost of the following additional benefits (partial year employees will have this amount pro-rated):

a. Supplemental Group Life Insurance Plan

Each unit member may purchase additional group term life insurance in increments of two (2) or four (4) multiples of the unit member's annual salary rounded to the nearest \$1,000 up

to a maximum of \$200,000 (with medical approval) of additional coverage. Specific eligibility requirements and benefit coverage shall be in accordance with the master plan administered by the District.

b. Group Dental Insurance - Family Coverage Premium

The additional cost of Family coverage premiums above the Single coverage premium already paid for by the District, can be paid out of this fund allocation. Changes in coverage can only be made in accordance with the dental plan provisions.

- c. The portion of health insurance premiums not paid for by the District.
- d. Orthodontia and dental expenses, including deductibles, not covered under the District's dental plan or your spouse's dental plan, for you, your spouse and or legal dependents.
- e. Deductibles and co-payments for medical coverage purchased by the District or by your spouse's medical plan.
- f. The cost of drugs prescribed by a physician can be deducted from the discretionary benefit pool only after submission to the primary health carrier.
- g. The cost of physical examinations, eye examinations, eyeglasses, contact lenses, hearing examinations and hearing aids for employees and dependent immediate family members who live in the employee's home.
- h. Chiropractic services not covered by the primary health plan.
- i. The cost of appropriate professional memberships.

6. Legal Liability Insurance

The District will continue to provide legal liability insurance coverage on a non-contributory basis for unit members in accordance with the eligibility requirements and benefit schedules as specified in the master contract maintained by the District.

7. Tax Sheltered Annuities

The District will continue to make tax sheltered annuity programs available to unit members in accordance with District guidelines, practice and applicable State and Federal laws and regulations.

8. Retirement Benefits

All unit members shall be covered for membership in the New York State Employees Retirement System in accordance with applicable law and regulations governing such membership and benefits, including section 41(J) of the Retirement and Social Security law.

B. PAID ABSENCE BENEFITS

The district shall provide paid vacation to unit members who are employed on a twelve (12) month basis as follows. Prior continuous service in the District will be applied in determining such vacation entitlement.

1. Vacation

- a. Newly hired unit members shall receive a prorated vacation entitlement during their first fiscal year at the rate of two days per month for each month remaining in the fiscal year up to a maximum of 20 days. Such days accumulated may be used after six months of service has been completed or during the first six months of the following fiscal year.

- b. Twenty days of vacation will be provided during the second fiscal year, after six months of service has been completed, through the ninth fiscal year of service.
- c. Twenty-five days of vacation will be provided in the tenth fiscal year of service and after.

2. Vacation Special Provision (Grades 1-9)

This provision is intended to benefit specific unit members as identified in the Memorandum of Understanding dated November 15, 2000.

3. Attendance Incentive

Conforms to Memorandum of Agreement.

4. Payment Upon Termination

Any remaining, unused vacation entitlement, up to the maximum entitlement granted to the unit member during the fiscal year, including any authorized carry over entitlement for that year, will be paid upon termination of employment.

5. Vacation Carryover

- a. Upon approval, each unit member may carry over up to five days of unused vacation into the next fiscal year in accordance with the following:
 - (i) advance written notice to the Superintendent or his designee;
 - (ii) such vacation carried over into the succeeding fiscal year must be used during that year.

(iii) In the event of unusual circumstances, members may request the Superintendent's consideration of vacation carryover in excess of five days.

b. Employees who submit written notice of retirement to the District at least one year prior to the effective date of the retirement and whose retirement is subsequently received by the Board of Education shall be entitled to carry over up to 35 days of unused vacation into the next fiscal year. Employees who submit written notice of retirement to the District at least six months, but not more than one year, prior to the effective date of that retirement and whose retirement is subsequently received by the Board of Education shall be entitled to carry over up to 15 days of unused vacation into the next fiscal year.

6. Holidays

All unit members who are employed on a twelve (12) month basis shall be entitled to the following fourteen (14) paid holidays per year in accordance with the official school calendar adopted:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Day
Memorial Day	2 Floating Holidays
Independence Day	(consistent with the calendar
Labor Day	developed by the District)
Columbus Day	

7. Sick Leave

- a. The District shall provide sick leave to unit members according to the following schedule:

Up to 1 Year - 20 days	6th Year - 120 days
2nd Year - 40 days	7th Year - 140 days
3rd Year - 60 days	8th Year - 160 days
4th Year - 80 days	9th Year - 180 days
5th Year - 100 days	10th Year and Beyond – 200 days

Additional days of sick leave may be granted upon the approval of the Superintendent of Schools or designee.

- b. Prior continuous service in the district will be applied in determining such sick leave entitlement.

8. Personal, Family Illness & Family Death Days

The District shall provide personal, family illness and family death days to all unit members on an as needed basis and as authorized by the unit member's immediate supervisor.

9. Disability Due to Pregnancy

- a. As soon as the unit member's physician determines the starting date for disability leave due to pregnancy, the unit member must notify the District in writing by means of a disability form completed by her physician which provides an estimate of the delivery date and an estimate of the beginning of the disability period.

- b. A unit member may elect to utilize her unused and available paid sick leave during her period of physical disability caused by pregnancy or childbirth and shall notify her supervisor sixty (60) days in advance, if possible, of the anticipated delivery period. Sick leave will be paid only during the time period in which her physician certifies in writing that she is physically disabled, and only to the extent of the number of paid sick days available.
- c. The unit member shall be permitted to continue on active duty until her date of disability as certified by her physician, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request.

10. Paternity and Adoption

Male members of the unit shall be allowed up to two (2) days leave with pay in connection with the birth or adoption of a child. Female members shall be allowed up to two (2) days leave with pay upon the adoption of a child.

C. LEAVES OF ABSENCE

1. Leave without Pay

- a. A unit member with more than one year's service may request a leave of absence for a period not to exceed twelve (12) months, such a leave to be without pay. A reason for a leave may be extended illness of the unit member or the unit member's immediate family; child rearing leave, including adoption; unit member's serving in political office; unit members accepting positions in union affiliates; professional or personal growth of the unit member in the District. Such requests shall not be unreasonably denied. Should permission for a leave of absence be denied, reasons for such denial will be in writing.

- b. Where leave has been granted, the unit member shall notify the Department of Human Resources in writing, at least one (1) month prior to the expiration date of the leave period, of his/her intention to return to work or resign. Failure to do so shall be deemed a resignation, except in cases when extenuating circumstances prevent such notification.
 - c. Upon return from a leave of absence, in accordance with the aforementioned conditions, the unit member will be reinstated to active employment status in accordance with applicable regulations (i.e., Civil Service, Education Law, etc.).
 - d. If a unit member requests to be on an unpaid status for more than five (5) work days, such request should be processed as an unpaid leave of absence. Payment will not be made for any holidays which occur during such unpaid leave of absence.
 - e. An employee shall be required to utilize all vacation benefits for which they are otherwise eligible before requesting unpaid or "deduct" absence.
 - f. While on unpaid leave, a unit member will not be entitled to paid fringe or leave benefits. However, he/she may continue to participate in the health insurance plan at the group rate.
 - g. Seniority and accumulated sick leave will not accrue while on unpaid leave. However, all seniority and sick leave accrued prior to the leave will be retained.
2. Child Rearing Leave

A leave of absence of up to two years shall be granted for child rearing purposes to individuals who have completed six months of a probationary period in the District. A leave of absence for child rearing shall be applicable in the case of adoptions. Such leave

need not be consecutive to the disability period but shall not be separated from the birth or adoption by a period which extends beyond the end of the fiscal year following the fiscal year in which the birth or adoption took place.

3. Military Leave

The District will extend all of the rights and privileges in compliance with the provisions of military law concerning the granting of military leaves as well as veteran's re-employment rights.

D. OTHER BENEFITS

Tuition Reimbursement

Unit members will be eligible to receive one hundred percent (100%) reimbursement for tuition and related fees for approved courses of studies or training if directly related to the unit member's position. Such courses must be approved in advance and the unit member must complete the courses with a satisfactory grade ("C" or above, or "Pass") in order to qualify. The reimbursement will be made for a maximum of up to twelve (12) semester hours or the equivalent in each year.

ARTICLE XIV

COMPLETE AGREEMENT CLAUSE

1. The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.
2. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

3. The Superintendent and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE XV

SAVINGS CLAUSE

This Agreement and all provisions contained herein are subject to all applicable laws. In the event that any Article, or any Section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article, paragraph or Section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been part of this Agreement.

ARTICLE XVI

REOPENER

A longevity compensation study will commence. The committee to study longevity compensation shall be made up of a unit officer and his or her designee, the Assistant Superintendent for Finance, an IMC representative, and the Assistant Superintendent of Human Resources. The findings shall be shared with the Superintendent's Staff.

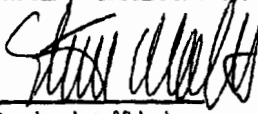
ARTICLE XVII

APPROVAL OF LEGISLATIVE BODY

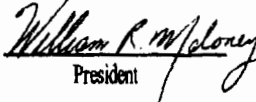
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated this 11th day of February, 2002.

GREECE CENTRAL SCHOOL DISTRICT:

By 
Superintendent of Schools

GREECE UNITED SUPPORT STAFF:

By 
President

APPROVED, BOARD OF EDUCATION:

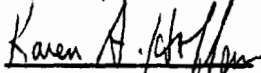

President

Exhibit A

GREECE UNITED SUPPORT STAFF SALARY SCHEDULE Effective January 1, 2002

<u>Grade</u>	<u>Range</u>	<u>Position</u>
1	25,185 - 37,075	Community Education Program Assistant
2	26,844 - 40,221	Administrative Secretary WGMC Development Manager Parent/Student Advocate User Support Instructor Communication Program Manager Community Program Manager
3	27,465 - 44,602	Medicaid Coordinator Purchasing Assistant
4	30,471 - 46,962	N/A
5	32,233 - 51,007	Adult Literacy Coordinator Bus Expediter Facility Operations Expediter Community Education Program Coordinator Custodial Foreman Educational Testing Analyst Supervisor Food Services Coordinator of Communications Transportation Assistant Project Manager (21 st Century)

Exhibit A

**GREECE UNITED SUPPORT STAFF SALARY SCHEDULE
Effective January 1, 2002**

<u>Grade</u>	<u>Range</u>	<u>Position</u>
6	33,477 - 56,175	Supervisor Accounts Payable Architectural Technician Budget and Capital Assets Analyst Supervisor Budget Mechanical Technician Supervisor Payroll Supervisor Bus Maintenance Operations Director (WGMC)
7	37,001 - 59,321	Supervisor Bus Operations Food Services Analyst Supervisor Financial Accounting Supervisor Repairs and Improvements Senior Quality Assurance Analyst Manager of Payroll Transportation Technician
7.1	29,020 - 67,971	Network Support Coordinator Occupational Therapist Physical Therapist Caseworker Coordinator Abuse Prevention Senior Systems Analyst
8	39,384 - 64,039	Senior Buyer Manager Materials
9	42,079 - 69,207	Manager Facility Operations and Planning School Construction Inspector

Exhibit A

GREECE UNITED SUPPORT STAFF SALARY SCHEDULE Effective January 1, 2002

<u>Grade</u>	<u>Range</u>	<u>Position</u>
10	44,878 - 74,824	Foundation & Grant Development Specialist Coordinator Community Education Assistant Director of Transportation Safety and Security Coordinator Community Relations Manager
11	47,883 - 80,046	Director Food Services Health & Safety Coordinator Purchasing Agent/Risk Manager Coordinator of Information Technology
12	51,096 - 87,296	Director of Transportation Budget Director
13	54,413 - 94,373	Architectural Engineer
13.1	45,914 - 103,586	Technology Support Administrator
14	57,729 - 101,452	Director Facility Operations and Planning

INDEX

Adoption, 15
Alcohol Testing, 5, 6
Amendment Process, 2

Bargaining Agent, 2
Benefits, 10-16

Child Rearing Leave, 16
Civil Service Law, 3
Conferences, 5

Death in Family, 14
Dental Insurance, 11
Disability Insurance, 11
Discretionary Benefit Fund, 12
Drug Testing, 5, 6
Dues Deduction, 3
Duration of Agreement, 2

Evaluation, 9
Evaluation Appeals, 9
Expiration, 2

Family Death, 14
Family Illness, 14

Grievance:
 Definitions, 4
 Procedure, 4
 Time Limits, 4

Health Care Plans, 10
Holidays, 14

INDEX

Illness in Family, 14

Leave Without Pay, 15, 16

Liability Insurance, 12

Life Insurance, 11

Military Leave, 16

Overtime, 8

Paternity, 15

Personal Days, 13

Preamble, 2

Pregnancy Disability, 15

Professional Improvement, 5

Public Employee's Fair Employment Act, 2

Recognition, 2

Release Time, 3

Retirement Benefits, 13

Retirement/Career Change Incentive, 7

Salary Adjustments, 7

Salary Schedule, 7, 18, 19

Seminars, 5

Sick Leave, 14

Supplemental Group Life Insurance Plan, 12

Tax-Sheltered Annuities, 12

Tuition Reimbursement, 16

Vacation, 13

Vacation Carryover, 13