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MEMORANDUM OF AGREEMENT
BETWEEN THE
CHIEF SCHOOL OFFICER OF THE
GRANVILLE CENTRAL SCHOOL DISTRICT
AND THE
GRANVILLE CENTRAL SCHOOL
SUPPORT STAFF ASSOCIATION

July 1, 2004 – June 30, 2007

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APR 17 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	RECOGNITION	3
II	DEFINITIONS	3
III	GENERAL PROVISIONS	3-7
IV	WORKING HOURS AND CONDITIONS	7-11
V	STAFF EVALUATION	12-13
VI	SALARY SCHEDULES	14
VII	VACATION SCHEDULE	14
VIII	LEAVE PROVISIONS	15-18
IX	NEW YORK STATE EMPLOYEES' RETIREMENT	18
X	HEALTH INSURANCE	18-19
XI	DENTAL INSURANCE	19
XII	PRESCRIPTION SELF-INSURANCE PROGRAM	20
XIII	LAYOFF AND RECALL PROCEDURE	20-21
XIV	VACANCIES	21-22
XV	INSERVICE PAYMENT	22
XVI	HOLIDAYS	22
XVII	GRIEVANCE PROCEDURE	23-25
	SIGNATURE PAGE	26
Attachments:	SENIORITY LIST	Item A
	SALARY SCHEDULES	Item B
	2004-2005	Item C
	2005-2006	Item D
	2006-2007	

ARTICLE I

RECOGNITION

The Granville Central School District recognizes the Granville Central School Support Staff Association as the exclusive bargaining agent for all the non-instructional employees of the District, except for the School Business Manager, Superintendent of Buildings and Grounds, School Lunch Manager, Senior Account Clerk/Treasurer, General Mechanic Supervisor and Superintendent's Secretary, pursuant to the Recognition Agreement dated 13 February, 1968.

ARTICLE II

DEFINITIONS

The following terms as used in the content of this Agreement shall have the respective meanings as stated below:

District/School District – Granville Central School District

Board of Education/Board – Board of Education of the Granville Central School District.

Association/GSSA – Granville Central School Support Staff Association

School Year – the period of time commencing the first day of July in each year and ending the thirtieth day of June next.

ARTICLE III

GENERAL PROVISIONS

A. **Relations**

The GSSA agrees to establish a committee within the Association to study ways and means of approaching the following:

1. Developing better relations between the District and the GSSA.
2. Working to solve all employee-employer problems as expeditiously as possible.

B. Medical Examinations

1. The GSSA employees agree to submit to medical examinations at the time of employment.
2. This medical examination shall contain a test for tuberculosis. These examinations will be conducted by the school physician with all charges and costs being assumed by the employer, or they may be conducted by the employee's physician with the charges and costs thereof being assumed by the employee.

C. Termination Notice

1. The employee agrees to give a 15-workday notice to the Business Manager whenever there is a wish to sever job relations with the District, which shall apply to all categories of support staff employees. Failure of the employee to give notice and to remain at duty station would authorize the District to institute action to recover an amount of money equal to the sum payable to the employee for said 15-workday period unless otherwise negotiated between employee and employer.
2. The Board agrees to give a 15-workday notice to each support staff employee whose services are to be terminated and, in the event this is not accomplished, then an equivalent in severance pay of 15 workdays will be paid to each support staff employee severed by action of the School District.

D. Coffee Breaks

All employees will be entitled to either one or two coffee breaks per day. Those working more than four hours a day will be entitled to two ten minute breaks in which to drink their coffee; those working four hours or less will be entitled to one ten minute break in which to drink their coffee.

E. Emergency Days

1. The Board of Education will maintain a flexible position with respect to snow days recognizing on the one hand that employees may have difficulty getting to work due to road conditions and associated problems and at the same time, maintaining that non-teaching posts should be manned when it is possible to get to work.
2. No employee will be penalized if he/she is not able to come to work on snow days or other days when conditions are beyond the parties' control.

H. Protection

The District agrees to hold employees harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such employee within or without the school buildings, provided such employee, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the School District. In order for this section to be effective, the law requires that the employee turn over all legal papers such as summons, complaints, press notices, etc. to the Board of Education.

I. Association Dues

The Board shall permit the Association to take four (4) days leave per year, with pay, for the purpose of attending the conventions and/or workshops, contract enforcement and labor relations.

J. Agency Fee

The School District shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by GSSA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the GSSA maintains such procedure.

K. Job Protection

1. The District and Association agree that assigned duties currently performed by members of the bargaining unit shall not be performed by anyone outside said unit without notification and prior negotiation with the GSSA. This article does not apply to volunteers, and it is understood that a volunteer will not substitute volunteer for a support staff employee.
2. The District will continue the practice of allowing teachers and coaches to drive students on school owned vehicles. The parties further agree that any extra trips, where vehicles are driven carrying more than 14 students or requiring a Class II license, will be performed by members of the bargaining unit.

L. Legal Proceedings

If an employee is required to attend a legal or quasi-legal proceeding during the school day, an employee so engaged shall not suffer loss of pay. It is intended that the minimum number of employees representing the union or themselves shall be released from duty during working hours.

M. **VOTE/COPE**

The District shall deduct from each employee's payroll check an amount for VOTE/COPE as authorized in writing by an individual employee as requested and transmit said amount to the Association. Said deductions may be changed twice annually.

N. **NYSUT Benefit Trust**

The District shall deduct from each employee's payroll check an amount for NYSUT's Benefit Trust as authorized in writing by an individual employee as requested and transmit said amount to the Association. Said deductions may be changed twice annually.

ARTICLE IV

WORKING HOURS AND CONDITIONS

A. **Clerical Workers**

1. All days school is in session the hours will be from 8:00 a.m. to 4:30 p.m., or as arranged in accordance with past practice. This time will include one-half (1/2) hour duty-free lunch period.
2. Days school is not in session including December break, February [mid-winter] break, April [spring] break, Superintendent's Conference Days (except the first one of the school year) and snow days the hours will be from 8:00 a.m. to 3:00 p.m. or as arranged in accordance with past practice. This time will include one (1) hour duty-free lunch period.

B. **Building and Grounds Personnel**

1. Will be employed on a forty hour per week basis and all authorized over-time work, within their classification in excess of forty hours per week, will be paid, upon submission of records thereof, at a rate of one and one-half (1 ½) times the normal weekly rate divided by 40.
2. An employee working more than eight (8) hours per day but less than forty (40) hours per week will be compensated with an additional \$10.00 (total per day).
3. An employee called in for emergency service at a time other than his/her normal work shift will be compensated with an additional \$10.00 (total per day). This provision shall not apply for recess or summer work hour shift changes.

4. The Board of Education agrees to establish and maintain a system of differential remuneration for duties of general mechanic, maintenance helpers, custodians, cleaners, and laborers employed on the shifts beginning after noon (12:00 p.m.) and before midnight (12:00 a.m.). A 5 percent night differential will be provided for custodial and maintenance employees who work at night. The night differential will be calculated as follows:

Yearly salary divided by 52 weeks by 36 weeks x .05 = the night differential

If, for whatever reason, that employee is reassigned to less than 36 weeks of yearly night work, this differential shall be reduced pro-rate based on the percentage of 36 weeks. (NOTE: Employees presently on extra step in place of differential shall be reduced to actual step placement for salary credit purposes.) (One step).

5. Night differential will be paid only when the aforementioned employees actually perform their duties during these specific hours.
6. Two uniforms shall be provided and maintained by the District in each building for buildings and grounds personnel to use for certain types of duties requiring special clothing.
7. Salary will be specifically identified to reflect base salary and any payment attributable to the second and third shifts.
8. The District will provide uniforms for custodians and maintenance personnel- eleven (11) shirts, eleven (11) pants and two (2) jackets with liners. Said uniforms will be replaced every three (3) years. Unit member shall wear the uniform while on the job and only while on the job. The district has the option to either purchase uniforms and have the unit members clean the uniforms or provide a cleaning service to maintain the uniforms.
9. \$75.00 per school year shall be provided for use towards the purchase of steel-toed shoes. This shall be inclusive of all years of this agreement.

C. **Garage Personnel**

1. Garage personnel will be employed on a forty hour per week basis, and authorized overtime work within their classification in excess of forty hours per week shall be paid upon submission of records at a rate of one and one-half (1 ½) times the normal weekly rate of pay divided by 40.
2. An employee working more than eight (8) hours per day but less than forty (40) hours per week will be compensated with an additional \$10.00 (total per day).

3. An employee called in for emergency service at a time other than his/her normal work shift will be compensated an additional \$10.00 (total per day). This provision shall not apply for recess or summer work hour shift changes.
4. \$75.00 per school year shall be provided for use towards the purchase of steel-toed shoes. This shall be inclusive of all years of this agreement.
5. The District will provide uniforms for full-time garage staff eleven (11) shirts, eleven (11) pants and two (2) jackets with liners.

D. **Cafeteria Personnel**

1. Cafeteria personnel will be mainly concerned with the handling and preparation of food and the cleaning of all equipment and facilities used in the cafeteria area. Ordinarily, cafeteria personnel will not be assigned to mop and sweep floors.
2. Overtime required within the classification as is necessary for the preparation and service of school lunch will be compensated at the rate of one and one-half (1 ½) the normal rate of pay; however, overtime must be specially authorized by the School Lunch Manager and presented to the Business Manager in writing prior to its commencement and reimbursement.
3. Four aprons shall be provided, and \$75.00 per school year shall be provided for use towards the purchase of work shoes. This shall be inclusive of all years of this agreement.

E. **Bus Drivers**

1. Bus drivers must adhere to school board policy as it relates to cleaning buses inside each day. This duty will consist of sweeping floors, washing inside when indicated, dusting dashboard and control panels, and washing windows and windshield when necessary.
2. Bus drivers will each day, prior to any run, visually inspect their vehicles to ascertain if the following are in operative condition:
 - a. Warning lights (amber)
 - b. Flasher lights (red)
 - c. Brake lights
 - d. Back-up lights
 - e. All tires inflated both inside and outside on dual wheels
 - f. Emergency, exit door
 - g. Normal braking system
 - h. Emergency braking system

3. Bus drivers will develop a responsible attitude toward the detection and reporting of mechanical defects in their buses. Any defects will be reported, in writing and verbally, to the head bus mechanic or his assistant. Buses, obviously in trouble, should be parked as soon as malfunction is noted. The garage should be notified so a replacement can be provided and proper care effected before the motor or other parts are damaged beyond repair.
4. The work week for bus drivers shall vary from twenty (20) to forty (40) hours depending upon assignment. Extra bus runs beyond the regular runs shall be compensated at \$13.67/hour.
5. An employee working more than eight (8) hours per day, but less than forty (40) hours per week, will be compensated with an additional \$10.00 (total per day). An employee called in for emergency service at a time other than his normal work shift will be compensated with additional \$10.00 (total per day). This provision shall not apply for recess or summer work hour shift changes.
6. For bus drivers obtaining the CDL Rider on their license (Class B License with passenger endorsement), the district agrees:
 - a. To pay for the 30-hour driver certification course.
 - b. To compensate the individual taking the 30-hour course a minimum of \$60.00 for their time.
 - c. To pay for or provide the 2-hour refresher course required each year.
 - d. To compensate the individual taking the 2-hour refresher course for their time at their regular hourly rate.
 - e. The Support Staff individual must have written approval prior to taking the course, taking the test, or getting the DMV CDL rider on their license.

F. **Aides, Monitors and Teaching Assistants**

1. Teacher aides and teaching assistants will be assigned duties in accordance with Section 80.33 of the Commissioner's Regulations. Teaching assistants will meet certification requirements.
2. All days school is in session working hours will be as agreed upon.
3. All employees who work six (6) hours or more will be given one-half (1/2) hour lunch time.

4. Employees covered by this section will be encouraged by the Superintendent to attend conferences and Superintendent's days where the program is related to the work duties of these employees. If employees are required to attend, they will be compensated at straight time or given compensatory time. The employer will decide what option to take.
5. For teaching assistants obtaining the CDL Rider on their license (Class C License with passenger endorsement), the district agrees:
 - a. To pay for the costs of the test.
 - b. To pay for any additional charges incurred for the CDL rider on the license.
 - c. To pay for the 30-hour driver certification course.
 - d. To compensate the individual taking the 30-hour course a minimum of \$60.00 for their time.
 - e. To pay for or provide the 2-hour refresher course required each year.
 - f. To compensate the individual taking the 2-hour refresher course for their time at their regular hourly rate.

G. **Nurses, Social Worker Associates**

1. Lab coats will be provided for the nurses per OSHA guidelines.
2. Nurses will be provided with a monthly meeting of one hour during school time to discuss, plan and coordinate health services in the district.

H. **All Employees**

1. Any employees required to work beyond their regularly scheduled work day will be paid at time and a half in salary or time and a half compensatory time. The employer may select the option.
2. All overtime and extra bus trips will be granted on a rotating basis. A seniority list will be promulgated for such use. If a person accepts or rejects overtime, he/she goes to the bottom of the list.

ARTICLE V

STAFF EVALUATION

- A. Non-teaching staff members are to be supervised by administrative or supervisory personnel who are responsible for the performance of their duties and responsibilities. These administrative and supervisory personnel have a duty to evaluate the non-teaching personnel for whom they are responsible and to inform these personnel of the results of their evaluation.
- B. As used in this Agreement, the following terms have the respective meanings set forth below:

Administrator: Elementary or Secondary Principal, Superintendent or Director of Guidance.

Supervisor: Any employee of the District who is excluded under the Recognition Clause of the current Agreement between the Association and the District.

Evaluation: A formal written document.

- C. The following categories will be evaluated by the following Administrator and/or Supervisor:

Superintendent of Building and Grounds

Custodial Staff
Maintenance Staff

Transportation Supervisor

Bus Mechanics
Bus Drivers

Elementary Principal or Secondary Principal/Assistant Principal

Teaching Assistants
Monitors
Library Assistants
Nurse

Immediate Supervisor

Clerical

D. This evaluation process is outlined below:

1. Non-teaching personnel are responsible to an administrator and/or supervisor at all times. This administrator and/or supervisor is responsible for evaluating the performance of each employee under his/her supervision at least once annually.
2. New non-teaching staff members shall be evaluated by the end of the first ten (10) weeks and again by the end of twenty (20) weeks of employment.
3. Permanent employees shall be evaluated at least once per school year.
4. Each formal evaluation shall result in a written evaluation report being submitted to the employee within ten (10) days following a personal evaluation conference. When an administrator and a staff supervisor share responsibility for an employee, both staff member and administrator shall evaluate, participate in the conference and then sign the written evaluation.
5. The employee shall be given the opportunity to respond to the written evaluation report and to have this response filed with the written evaluation report.
6. If deficient areas are noted in the evaluation, the supervisor will suggest constructive follow-up measures and/or make recommendations for improvement and will make a follow-up evaluation within thirty (30) days for a probationary employee and within sixty (60) days for a permanent employee.
7. In the event significant changes are made to the evaluation process in the future, there shall be consultation conducted with representative staff members selected by the GSSA and agreement reached by the parties before implementation of such changes. Consistent with the institution of an employee evaluation procedure, maintenance of and access to employee personnel files takes on added significance and it is, therefore, agreed that:
 - a. No material relative to the employee's performance will be placed in his/her personnel file unless the employee has been provided with a copy. The employee shall fix his/her signature to the copy filed and shall have the right to submit a written answer to such material which will then be attached.
 - b. The employee shall have a right upon reasonable request during regular office hours to copy any material in his or her file except those materials originating outside the district.

ARTICLE VI

SALARY SCHEDULES 2004-2007

2004-2005	3.50% inclusive of increment, retroactive to July 1, 2004.
2005-2006	3.75% inclusive of increment, retroactive to July 1, 2005.
2006-2007	3.99% inclusive of increment.

Typists and Account Clerk Typists shall receive a one-time \$500 salary adjustment to be paid into their 2005-2006 salaries before other adjustments.

Payroll salary adjustment[s] will be paid no later than the first payroll in July 2006.

ARTICLE VII

VACATION SCHEDULE

1. It is agreed between the parties that vacation time will be accrued as follows, starting with the first day of employment and changing on the employee's anniversary dates:
 - a. Six months through first year 1 week
 - b. First anniversary through 5th year 2 weeks
 - c. Fifth anniversary through 12th year 3 weeks
 - d. Twelfth year through 20th year 4 weeks
 - e. Twentieth anniversary and over 5 weeksRemainder = status quo

(NOTE: Any unused vacation days accumulated to 40 vacation days – vacation leave benefits shall accrue to all full-time, 12 month unit members).

2. All vacation shall be arranged with immediate supervisor and with approval of the Business Manager. A member may, with the above prior approval of the Business Manager and immediate supervisor, take vacation other than July and August.
3. Any employee who is requested to work their vacation will be paid extra on top of regular pay for any time not taken.

ARTICLE VIII

LEAVE PROVISIONS

A. Sick Leave

1. All employees shall be entitled to 1 ½ days of sick leave for each month employed by the district. Sick leave will be credited to the account of each individual at the beginning of the school fiscal year, July 1. Advancement of sick leave credits may only be made by the Board of Education and will be limited to that earned by the employee for a period of four (4) months.
2. All employees will accumulate sick leave up to a maximum of 300 days.
3. All employees will be granted up to five (5) days of their sick leave for illness in the family. An additional three (3) to five (5) days will be granted for death in the family in accordance with provisions in B below.
4. The Board of Education recognizes the need for leave to care for personal and family illnesses, provides an aggregate of 1.5 days per month (10 month employees receive 15 days; 12 month employees receive 18 days] for personal sick leave and family illness with a maximum of five or three days for family illness. Family leave of up to and including five days can be used for members of the immediate family including mother, father, sister, brother and children. Family leave up and including three days can be used for the following relatives; namely, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, grandmother-in-law, grandfather-in-law, or anybody directly dependent upon and residing with the employees are involved.
5. Any bargaining unit member who uses no sick or personal leave during a school year (July 1-June 30) shall receive a \$1000 perfect attendance incentive. Employees using no more than one (1) sick or personal day shall receive a \$500 incentive; those using two (2) sick or personal days shall receive a \$250 incentive. These incentives will be paid in the first paycheck of the subsequent school year. This incentive becomes effective starting with the 2006-2007 contract.

B. Bereavement Leave

Family death leave shall be provided as it relates to those members of the employee's family as follows: Husband or Wife; Children; Father or Mother

5 Day Limit

Husband or Wife
Children
Father or Mother
Brother or Sister
Grandmother or Grandfather
Grandchildren

3 Day Limit

Brother or Sister-in-Law
Foster Parents or Guardian
Father or Mother-in-Law
Grandfather or Grandmother-in-Law
Anyone directly dependent upon and residing with the employee

C. Those not specified in other parts of this section are not defined as members of the employee's family. Any absence for purposes not specified will be constituted as illegal and cannot be charged to family leave of any kind.

D. Personal Leave

1. Personnel desiring personal leave will provide the District with a written request through the employee's supervisor and will conform to a policy statement which follows:
2. Personal leave shall be granted at the amount of three (3) days each year. Unused personal days shall be added to sick leave accumulation to the maximum limit.
3. Personal leave shall be administered within the following frame of reference:
 - a. A twenty-four (24) hour notice shall, whenever possible, be provided the immediate supervisor.
 - b. It shall not be used to extend vacations, holidays or weekends for the pursuit of pleasurable and recreational activities or to provide extra days of vacation.
 - c. It shall be used for those personal matters which cannot be scheduled outside the workday.
 - d. Personal leave shall be granted without reasons by the immediate supervisor when the request is within the limitations previously described. Personal leave days may be accumulated as sick days to the total maximum permitted.

- e. Nothing is intended to preclude inquiry or investigation to ascertain that the reason for requesting personal leave is, in fact, to conduct personal business which cannot be scheduled outside the workday.
 - f. Application for personal leave shall be filed on a form made available through the District Office to all building general offices. This form shall include a statement that the employee warrants that the personal leave will be utilized for personal business which cannot be scheduled outside the workday. Both the GSSA and the Administration will make every effort to direct the support staff about usage of personal leave in their informative sessions on orientation day and during the school year whenever necessary and feasible.
 - g. Personal leave may be used for bereavement of close friend.
- E. Any unit member who believes he has been denied privileges in relation to personal leave may institute regular grievance procedure as outlined in that policy procedure.
- F. In order to avoid the misuse of sick leave privileges, employees established as recipients of sick leave will be required to furnish a medical doctor's certificate of illness prior to returning to his/her work station with the District if such illness continues to require his/her absence from employment in excess of five (5) days. The certification of the physician will state that the employee is able to resume his/her duties with the District.
- G. **Parental Leave:** A parental leave without pay will be granted by the Board of Education under the following conditions:
- 1. A unit member desiring a leave of absence for parental leave shall request one at least ninety (90) days prior to the commencement of the leave. Such unpaid parental leave will be available for the purpose of caring for an infant child or adopting a child up to five years of age. During such unpaid leave, the unit member will be eligible to continue participation in all District medical plans provided that monthly premium will be paid by the unit member prior to the premium due date, excluding the statutory period of leave provided under the Family Medical Leave Act (12 weeks).
 - 2. Such unpaid Parental leave should begin upon the birth of the child and shall continue through the remainder of that school year. Extensions of unpaid leaves beyond the period remaining in the school year in which the unpaid leave begins may be granted at the discretion of the Board in six (6) month blocks rather than full school years. Leave will not be granted beyond three (3) additional six (6) month blocks after the leave commences. Unit members shall give at least sixty (60) calendar day's notice, in writing, of a request to return to service or request an extension of leave.

3. Throughout the duration of the leave, the School District shall not be obligated to pay for any benefits to, or on behalf of, the unit member involved. In addition, the time of the leave shall not be counted toward the unit members' seniority, probationary period or for Teacher Assistants, accrual of tenure with the district.
- H. All personal, sick, or vacation time may be taken in full-day, three-quarter (3/4) day, half (1/2) day, or one-quarter (1/4) day increments.

ARTICLE IX

NEW YORK STATE EMPLOYEES' RETIREMENT

- A. The Board of Education agrees to participate in the New York State Improved Career Retirement Plan for employees of the District who are now members of the employees' retirement plan or who in the future become eligible for membership.
- B. **Reporting**: For the purposes of retirement, the district will report teaching assistants as full-time employees.
- C. **Retirement Incentive**: Cash in one-half of the accumulated sick time at one half daily rate for those eligible to retire, pursuant to rules and regulations of the retirement system.
- D. The Board of Education will adopt the provisions of 41 (J).

ARTICLE X

HEALTH INSURANCE

- A. The District will provide all unit employees hired prior to May 1, 2006, with the Blue Cross Matrix I Medical Surgical and Major Medical Plan, or BC-BS PPO Plan, or the HMO plan. The deductible for the Blue Cross Matrix I Plan is \$100, \$200, \$300. The only options available for anyone hired after May 1, 2006 is the BC-BS PPO Plan, or the HMO plan. The Plan is part of this Agreement and may only be changed with the consent of both parties to this Agreement. For those hired on or after July 1, 2006, the member must work four or more hours per day to qualify for benefits. (See Article X, D for option to buy benefits).
- B. The District will pay 100% of the cost of the Plan for individual coverage and 91% of the difference between the cost of individual coverage and the cost of 2-person and/or family coverage for the 2004-2005 and 2005-2006 school years. Beginning July 1, 2006 the District will pay 95% of the cost of the Plan for individual coverage and 88% of the difference between the total cost of individual coverage and the cost of 2-person and/or family coverage.

- C. Effective October 8, 1985, to be eligible to receive such premium payment by the District, all new members must work a minimum of six (6) hours per day.
- D. All other members, hired prior to 7/1/06, working less than six (6) hours a day shall have the cost of 2 person and/or family coverage, less the cost of individual employee coverage, prorated, with six (6) hours representing full-time equivalent.

All other members hired after 7/1/06, working less than 4 hours shall be eligible to purchase health and dental insurance coverage at the group rate at no expense to the District.

- E. **Health Insurance Buyout:** Incentive to decline Health Insurance – Any unit member who elects not to take the health insurance coverage will receive a \$1,000 incentive, payable no later than November 30 of the school year. This election shall be by written notice to the Superintendent no later than September 30 of each school year. Any member who elects the buyout of the insurance will supply proof of alternate coverage. Re-entry into the health plan shall be permitted under the following conditions:

1. The amounts paid by the District as incentive on a pro-rata basis shall be paid back prior to re-entry.
2. Any re-entry of participation in said plan shall be subject to administrative regulations of the Granville Matrix Health Insurance Program. (Unless a trigger event occurs, re-entry is limited to July 1st of each school year.) Once this option is exercised, unless a trigger event occurs, the individual will be ineligible for insurance for the duration of that school fiscal year.
3. The parties agree that a “trigger event” shall be defined as the loss of alternate health insurance coverage.
4. On an annual basis an employee is covered under the health insurance program unless the employee opts out by September 30th.

ARTICLE XI

DENTAL INSURANCE

Commencing with the Open Enrollment periods beginning September 1, 2002 and March 1, 2003, the District will provide the Blue Cross – Blue Shield Dental Plan or its equivalent for bargaining unit employees working 6 hours or more per day and their families. The District will pay 100% for individuals and 91% for 2-person and family coverage of all actual premiums.

*NOTE: These percentage payments of premium costs are part of the actual premiums. The individual cost is not applied as any offset.

ARTICLE XII

PRESCRIPTION SELF-INSURANCE PROGRAM

1. Effective September 1, 2002, the District shall provide an employee's self-insurance prescription program of \$100.00.
2. Each active unit member working 6 hours or more per day is entitled to reimbursement from the program for expenses actually incurred for prescription drugs for him/herself, his/her spouse and his/her dependent children up to \$100.00. The maximum reimbursement in any fiscal year (July 1 to June 30) shall be no more than \$100.00.
3. Payment from the program shall be made on a monthly basis following the submission of signed, receipted prescription bills. Said claim shall be made and paid as any other claim would be made to the District. The bill shall disclose the service provided and shall identify the person for whom service was submitted under this section.
4. The district's responsibility is solely to administer the program and it shall have no liability, beyond the \$100.00 referred to in paragraph #1 and paragraph #2 above, in eligible group of employees or any third party subject to paragraph #5 below.
5. This program shall apply solely to active unit members working 6 hours or more per day who have been appointed to a minimum of a six-month duration.

ARTICLE XIII

LAYOFF AND RECALL PROCEDURE

- A. In the event of a reduction in the work force, the Board shall reduce staff by seniority from the date of original appointment for unit members within the six work areas: Maintenance; Transportation; Clerical; Cafeteria; Teacher Aides, Teaching Assistants and Monitors; and Nurses and Social Worker Associates. For the purpose of this section, seniority shall be construed to mean the length of continuous service with the District. Authorized leaves of absences shall not be considered as an interruption in continuous service unless such absence exceeds one year.
- B. If positions are abolished, the employee with the least seniority within the work area will be laid off. The employee may, however, choose to return to any lower level job title which he/she may have previously held within the District subject to the following:
 1. There exists a vacancy at such lower job title, or;

2. The employee holding such lower level position has less seniority within the district than the employee being laid off.
 3. When provision 2 is followed, the employee within the lower level title with the least seniority within the work area will be laid off unless he/she can return to any lower level job title subject to provisions 1. and 2. above.
- C. For employees who are veterans as defined by New York State Law, the following additional credit shall be applied to their date of original employment for layoff purposes:
1. Disabled Veterans – 60 months
 2. Non-disabled Veterans – 30 months
- D. Notwithstanding the provisions of this section, however, upon the abolition or reduction of permanent positions, incumbents holding the same titles who have not completed their probationary service or are on a provisional basis, shall be terminated before any permanent employee.
- E. In the event of a layoff, a recall roster shall be maintained on which any displaced employee's name shall remain for four (4) years. Such preferred list shall be ranked on the list in order of seniority. Should a position become open at the same or lower level of a laid-off employee, the board shall notify the most senior individual on the recall roster within the work area by certified mail, return receipt requested, sent to the address last given the Board by the employee. Failure to respond within ten (10) days of notice of receipt shall be considered as a lack of interest in the position and the individual will be removed from the recall list.
- F. If an employee is on an authorized leave of absence, he/she will notify the Business Administrator in writing not less than thirty (30) days prior to the expiration of said leave of his/her intent to return or not return to his/her former position.

ARTICLE XIV

VACANCIES

- A. All vacancies in the District (non-teaching) shall be posted in every school building for a period of five (5) working days. During the summer vacation period, the superintendent will notify all support staff who file a statement of interest in positions that become vacant. This statement will be on the reasonable assurance letters that are distributed to the ten (10) month employees in June.
- B. Employees who desire to apply for such vacancies shall submit their applications in writing to the Business Administrator within the time limit specified in the notice.

- C. The notice shall clearly set forth a description of the qualifications for the position, including job requirements, salary, and nature of the interview and method of assessing the merits of the applicant.
- D. Competence and training will be given due weight in filling vacancies, and such qualifications can only be determined by the Board and/or its administrators. These factors being equal, the applicant with the greatest length of time in the District will be selected.

ARTICLE XV

INSERVICE PAYMENT

- A. The District will cover costs of reimbursement for college courses. Said courses and amounts to be reimbursed are subject to prior written approval by the Superintendent or his designee.
- B. Teaching assistants will receive \$100 for every 15 hours of attendance at all in-service workshops. Courses for in-service must have the prior approval of the superintendent. Credit awards shall be made in addition to their salary for each year of the contract.
- C. The District will pay \$150 each year, per certification, to personnel who have asbestos certification, pesticide certification, water testing certification, and special licenses to drive school vans and/or dump trucks. Prior approval of management is required. This does not apply to bus drivers, CDL, passenger/ air brake endorsement licenses. This payment will be made annually in addition to salary, in the last paycheck in June. Any employee hired during the school year will have the \$150.00 In-service payment pro-rated.

ARTICLE XVI

HOLIDAYS

Thirteen (13) holidays per year are to be included on the school calendar published by the District each year.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. Employee – the Association of any person in the negotiating unit filing a grievance.
2. Grievance – any claimed violation, misinterpretation, or inequitable application of this Agreement, existing laws or policies of the Board which affect the terms and conditions of employment.
3. Immediate Supervisor – the employee on the next higher level of authority above the employee and who normally assigns and supervises the employee's work and approves his/her time record or evaluates his/her time record or evaluates his/her work performance.
4. Days shall mean all workdays. Saturdays, Sundays and non-working days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.
5. Time Limits
 - a. In the event the employee does not present the grievance within the applicable time limits after the employee knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered to be waived.
 - b. If the time limits included in any stage of the procedure are not adhered to by the employer, then that stage of the procedure shall be considered waived and the grievance shall move to the next stage of the procedure.

C. Initial Presentation

1. An employee who claims to have a grievance shall present said grievance to his/her immediate supervisor, orally, within thirty (30) days after the grievance occurs.
2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate and shall consult with his/her supervisors to such extent as he/she deems appropriate, all on an informal basis.
3. If the grievance is not satisfactorily settled at the oral informal level, it will be reduced to writing within three (3) days of the meeting and presented to that immediate supervisor. The written grievance shall show the date or dates on which the grievance occurred, the violation claimed and the remedy sought.
4. Within five (5) days after presentation of the grievance to the immediate supervisor he/she shall make a decision, in writing, and communicate the same to the employee presenting the grievance, and to the employee's representative, if any:

D. Second Stage

1. If an employee presenting a grievance is not satisfied with the decision made by his/her immediate supervisor, the employee may, within five (5) days thereafter, request a hearing and determination of his/her grievance by the Chief School Administrator.
2. The Chief School Administrator, within five (5) days after receiving such request, shall hold a hearing for the purpose of gaining all the facts and relevant materials involved in the case.
3. The Chief School Administrator shall render a decision, in writing, to the employee and Association within ten (10) days after the conclusion of the hearing.

E. Third Stage

1. If an employee presenting a grievance is not satisfied with the decision made by the chief School Administrator, he/she may, within five (5) days thereafter, request a hearing in closed session and determination of his/her grievance by the board at the next regularly scheduled Board meeting.

2. Within ten (10) days after the close of the hearing, the Board of Education shall make its decision, in writing, and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

F. Fourth Stage

1. If the Association is not satisfied with the determination of the Board, the matter may then be submitted to binding arbitration by filing an appeal within thirty (30) days of the receipt of the Board decision at Stage Three.
2. The Rules and Procedures of the American Arbitration Association shall be followed in the selection of the arbitrator and in the conduct of arbitration procedure.
3. The cost thereof shall be shared equally by the parties.

SIGNATURE PAGE

This agreement is made and entered into by the parties for July 1, 2004 through June 30, 2007.

For the Granville Support Staff Association:

Regina Constantine
Regina Constantine, GSSA President

4.13.07

(Date)

For the Granville Central School District:

Daniel A. Teplesky
Daniel A. Teplesky, Superintendent

4.13.07

(Date)