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*Agreement*

*Between the*

*Chief School Administrator*

*of the*

*Sandy Creek Central School*

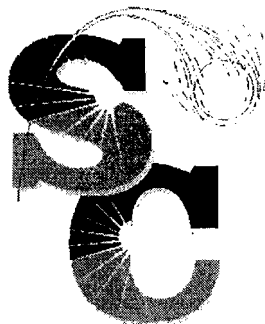
*and the*

*Support Staff Association*

*and*

*Implemented by*

*The Board of Education*



*July 1, 2008 - June 30, 2013*

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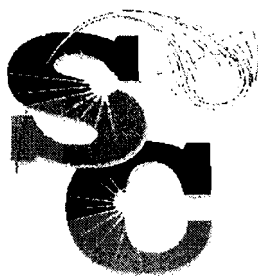
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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

94



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## ARTICLE 1

### Preamble and Duration

#### 1.1 Parties to the Agreement

This is an agreement between the Sandy Creek Central School Support Staff Association and the Sandy Creek Central School District Superintendent (herein called respectively the Association and the Superintendent).

#### 1.2 Duration of the Agreement

This agreement shall become effective as of July 1, 2008 and shall terminate on June 30, 2013.

## ARTICLE 2

### Recognition and Application

#### 2.1 Recognition and Unit Definition

- a. The Sandy Creek Central School District recognizes the Sandy Creek Support Staff Association as the exclusive representative of the negotiating unit to represent the following employees of the District:

Food Service Workers  
Building and Grounds Workers  
Garage Staff and Bus Drivers  
Office Personnel, Department Helpers,  
Interpreter, and School Aides

The Association does not represent the following employees of the District:

Central Office Personnel  
Superintendent of Buildings and Grounds  
School Lunch Cook Manager  
Transportation Supervisor

- b. Should any new job titles be created or present jobs be altered during the life of this agreement, which encompasses the general range of duties performed by members of this bargaining unit, the District and the Association will attempt to determine whether or not such job titles appropriately belong to the bargaining unit. If both parties are unable to agree, they shall submit the issue(s) to Civil Service and/or PERB for clarification.
- c. It is understood that this Agreement does not recognize substitute employees as members of the bargaining unit.

## ARTICLE 3

### Rights of Parties

#### 3.1 Association Rights

During the life of this Agreement, the Association shall have the following rights:

- a. Up to four (4) days each year shall be provided to the Association President or his/her designee for Association business. These days shall be provided without loss of pay. The President shall notify the Superintendent of the union's intent to use such days at least 48 hours in advance.
- b. The Association shall be allowed the use of school buildings, equipment and facilities upon the proper approval of the Superintendent of Schools. Any additional costs to the District will be reimbursed by the Association.
- c. The Association shall be allowed use of the inter-school mail service and employee boxes for communications.
- d. There will be an Association bulletin board in the following places - garage, cafeteria and in the vicinity of elementary office or custodial office.
- e. The District Superintendent agrees to provide the Association President with a copy of the Board of Education agenda prior to any public meeting and provide minutes of Board meetings as soon as they are approved and printed.

## ARTICLE 4

### Dues Deduction

#### 4.1 Dues Deduction Authorization

I, \_\_\_\_\_, do hereby authorize the  
(print name)

Sandy Creek Central School District Superintendent to withhold from my salary or wages organizational dues as indicated below in the amounts specified and to transmit same to the indicated organization. I hereby release the Sandy Creek Central School District and its officials from any responsibility concerning the use or application of said dues once they have been transmitted to the designated organization. This authorization must be filed October 10th, with a five (5) day grace period, to be effective during the school year.

Sandy Creek Support Staff Association .....

NYSUT .....

AFT .....

Payroll dues deduction will be made in equal amounts each pay period and transmitted to the Sandy Creek Support Staff Association for further distribution.

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Social Security Number)

Article 4 (continued)

4.2 Revocation of Dues Deduction

I, \_\_\_\_\_, do hereby revoke authorization given by me to the Sandy Creek School Board to deduct from my wages or salary organizational dues of the Sandy Creek Support Staff Association, NYSUT, and AFT. The revocation shall take effect five (5) days subsequent to the date of filing with the School Board. This authorization for Revocation of Dues Deduction must be made by October 10th, with a five-day grace period, to be effective during the school year.

Date \_\_\_\_\_ (Signature) \_\_\_\_\_

ARTICLE 5

Grievance Procedure

5.1 Declaration of Purpose

Whereas, the establishment and maintenance of 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 of employees through procedures under which they may represent grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the Superintendent and his staff are afforded opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

5.2 Definitions

- a. A grievance is defined as any claimed violation of the expressed provisions of this Agreement or a dispute with respect to its meaning and application.
- b. The term supervisor shall mean any principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises (except for the Chief Executive Officer).
- c. The Chief Executive Officer is the Superintendent of Schools.
- d. Association shall mean the Sandy Creek Support Staff Association.
- e. Staff shall mean any person or group of persons in the negotiating unit filing grievances.
- f. Grievance Committee is the committee created and constructed by the Association.
- g. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage in the grievance hereunder.

## Article 5 (continued)

### 5.3 Time Limits

- a. The time limits specified for either party may be extended only by mutual agreement.
- b. A written grievance will be deemed waived unless presented at the first available stage within forty-five (45) days after the employee knew or should have known of the act or condition on which the grievance is based.
- c. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of the appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

### 5.4 Procedures

- a. Written grievance shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except for informal decisions at Stage 1, all decisions beyond this step shall be rendered in writing, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted in writing to the grievant and the Association.
- c. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association according to the established order.
- d. The Superintendent and the Association agree to facilitate any investigation which may be required and to make available to the appropriate hearing officer all information pertinent to the alleged grievance.
- e. Except as otherwise provided in Stage 1 of this grievance procedure, an aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

## Article 5.4 (continued)

- f. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party to the grievance procedure.
- g. Forms for filing grievances, serving notices, taking appeals, and other necessary documents will be jointly developed by the Superintendent and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- h. If any provision of the grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continued in full force and effect.
- i. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, or communications, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party and the Grievance Committee but shall not be deemed a public record.

## 5.5 Stages of the Grievance Procedure

### Stage 1 - Supervisor

- 1. An employee having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest but will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party and/or his/her representative present.
- 2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to the supervisor, the supervisor shall, without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee, his/her representative and the Association.

### Stage 2 - Executive Officer

- 1. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the employee shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- 2. If the Grievance Committee determines that the employee has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

## Article 5.5 (continued)

3. Within a reasonable period of time, not to exceed ten (10) school days, after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.
4. The Chief Executive Officer shall render a decision in writing to the employee, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

### Stage 3 - Board Stage

If the grievance remains unresolved after the Stage 2 decision, the Association may appeal the grievance in writing to the Board within twenty (20) school days of the date of the Association's receipt of the Stage 2 decision.

### Stage 4 - Advisory Arbitration

If the grievance remains unresolved after the Stage 3 decision, the Association may appeal the grievance to the American Association for Arbitration within twenty (20) school days after the receipt of the decision. The decision of the arbitrator is advisory and not binding on the District.

### Stage 5 - Final Board Stage

After the advisory arbitration award is made, the Board will give consideration to the arbitrator's advisory decision and within twenty (20) school days after receipt of the advisory decision render its final decision.

## ARTICLE 6

### Personal Injury Benefits

#### 6.1 Worker's Compensation

All employees in the unit are protected under Worker's Compensation Insurance. Employees who are injured during the normal course of their employment are entitled to individual care and reimbursement for loss of pay as provided under the Worker's Compensation Law.

#### 6.2 Leave Options

Employees may elect to receive full pay from accumulated sick leave credits but only to the extent of accumulated sick leave. If a compensable injury makes it necessary that an employee be absent from his/her work, the employee may elect one of three options.

Option 1: The employee may elect to be removed from the payroll starting with the first work day of such absence, and be returned to the payroll on the first day of his/her return to work. The employee would receive only those benefits provided for by the Worker's Compensation Law.

## Article 6.2 (continued)

Option 2: Whereas present regulations do not provide for Worker's Compensation payments during the first seven (7) calendar days of absence due to an injury unless the absence exceeds fourteen (14) calendar days, the employee may elect to draw one day of sick leave for each working day he/she is absent during the first seven (7) calendar days of his/her absence, and to be on an unpaid leave of absence on the first working day following the seventh calendar day of such absence, and to be returned to the payroll on the first day of his/her return to work. If the absence has exceeded fourteen (14) days and the employee received compensation benefits for the first week's absence, the employee shall reimburse the Board an amount equal to one week's compensation benefits.

Option 3: The employee may elect to draw one (1) day of sick leave for each day of such absence to the extent that the accumulated sick leave permits. The employee must return to the school district all Workers' Compensation payment received on account of such absences.

### 6.3 Automatic Option

Unless otherwise notified and specifically by the employee, the District will follow Option #2. Employment status of the employee continues with the District during this period of time.

### 6.4 Sick Leave Credits

Sick leave credits will be re-instated at the rate of three (3) days for each full five (5) days reimbursement returned to the District for absence due to a single compensable injury.

### 6.5 Replace/Repair Bodily Appurtenances

The District will reimburse employees for the cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of an injury sustained in the course of employment whose cost shall not exceed \$200 when the employee has not been personally negligent with reference to the incident.

### 6.6 Assault

When an employee is absent from his/her employment and unable to perform his/her duties as a result of a personal injury caused by an assault occurring in the course of his/her employment or as a result of a personal injury influenced or brought about by an assault directed at a student, a fellow employee or another individual, and the service employee has not been personally negligent with reference to the incident, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of one (1) year. The amount of any weekly Worker's Compensation benefits awarded for temporary disability due to such injury will be paid to the District by the employee. The total of such reimbursement shall not exceed a sum equal to the number of weeks of absence multiplied by the weekly compensation benefit. No part of such absence will be charged to his/her annual sick leave. The determination of the Worker's Compensation Board will be final in determining the validity of the absence.



## Article 6 (continued)

### 6.7 Clothing and Personal Property

The District will reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment when the employee has not been personally negligent with reference to the incident.

### 6.8 Reporting Injuries

Employees will immediately report all cases of assault, accident, injury or illness suffered by them in connection with their employment to their immediate supervisor. This report will then be forwarded to the Superintendent.

### 6.9 Save Harmless - Notify District

As provided by Section 3023 of the Education Law, the District will save harmless and protect all employees from financial loss arising out of any claim, demand suit or judgment by reason of alleged negligence or other act resulting in accidental damage to any property of any person within or without the school building, provided such employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment. However, the District will not be responsible for such protection unless the employee within ten (10) days of the time he/she is served with any notice of action, delivers the original or copy of the summons, process, complaint, notice, demand, or pleading to the District.

### 6.10 Attorneys and Fees

As provided by Section 3028 of the Education Law, the District shall provide an attorney or attorneys and pay such attorney's fees and expenses necessarily incurred in the defense of an employee in any action as described in the preceding paragraph and subject to the same conditions and limitations.

## ARTICLE 7

### New York State Employees' Retirement System

7.1 The improved Non-Contributory Career Plan (Section 75-g) became effective July 1, 1983. This section refers to members covered under Tier I and Tier II as described below. Tier III members are covered under Article 14 and Tier IV members are covered under Article 15 of the Retirement and Social Security Law and also are described below. Basic information on each of the four tiers is provided here. Specific requests for information should be directed to the Retirement System or the Business Office.

#### a. Membership Tiers

- |    |          |  |
|----|----------|--|
| 1. | Tier I   | Membership on or before June 30, 1973    |
| 2. | Tier II  | Membership on or after July 1, 1973      |
| 3. | Tier III | Membership on or after July 1, 1976      |
| 4. | Tier IV  | Membership on or after September 1, 1983 |

Article 7.1 (continued)

b. Retirement Benefit Provisions

1. Tier 1 - Members are not required to contribute. Minimum retirement age is 55. When a member retires with 25 or more years of service, the retirement allowance (including annuity purchased by any Age 60 Plan member contributions for service before April 1, 1960) is 1/2 of FAS for the first 25 years of service plus 1/60th of FAS for each year of service over 25. (Members with fewer than 25 years of service retire under the provisions of Section 75-e).
2. Tier 2 - Normal retirement age is 62. Members are not required to contribute. When a member retires with 25 or more years of service, the retirement allowance (including annuity purchased by any Age 60 Plan member contributions for service before April 1, 1960) is 1/2 of FAS for the first 25 years of service plus 1/60th of FAS for each year of service over 25. (Members with fewer than 25 years of service retire under the provisions of Section 75-e).
3. Tier 3 - Normal retirement is 62. For members with 20 or more years of service, the retirement allowance is 1/50th of Final Average Salary for each year of credited service (maximum 30 years) less 60% of the Primary Social Security Retirement Benefit. For members with at least ten (10) but fewer than twenty (20) years of service, the allowance is 1/60th of FAS for each year less 50% of the Primary Social Security Retirement Benefit.
4. Tier 4 - Minimum retirement age is 62. For members with at least 10 but fewer than 25 years of service credit, the retirement benefit is 1/60th of final average salary for each year of credited service and with 25 or more years of service credit, the benefit is 1/50th of final average salary for each year

c. Membership Requirements - Tiers 3 and 4

1. Mandatory - Employees in full time position. Full-time is defined as employment on a 12-month basis with a work week of not less than 30 hours and in which appointment is not to a temporary period of less than one year.
2. Optional - All other employees not covered above.

d. Membership Contributions

1. Tier 3 and Tier 4 - Effective January 1, 1977 members must contribute 3% of their gross earnings up until they are vested in the system for a period of 10 years.

e. Other Provisions

1. Please contact the Business Office for information and/or forms relative to address change, beneficiary changes, disability, loans, withdrawal or contributions, etc.
2. The District agrees to provide factual information to future retirees to the best of our ability in clarifying circumstances that surround the act of retirement.

## ARTICLE 8

### Leaves of Absence

#### 8.1 Child Bearing and/or Child Rearing Leave

Upon presentation of a written request to the Superintendent along with a doctor's certificate indicating a physical condition of pregnancy exists, a leave of absence without pay will be granted to a female employee for maternity purposes by the Board of Education. The employee's request shall have the dates as to when the leave is to commence and when it is to terminate. An employee may continue in active employment as late into her pregnancy as she desires, providing she is able to satisfactorily perform all her required duties and that she secure a written statement from her physician stating no ill effect will result from continuation of employment. At least 30 days notice will be given to the District prior to the date the leave is to commence.

A unit member may use accumulated sick leave in addition to child bearing and/or child rearing leave for the period of time the individual is unable to perform their regular duties. Use of sick leave shall be subject to all requirements under Article 10.

An employee on leave may be given consideration for substituting under the same conditions given all substitutes.

An employee adopting a child may request a leave to commence on the day of adoption or on a date prior to the adoption. Thirty (30) days notice must be given. Leave must be for not less than one half (1/2) work year and could be less with Board approval and must terminate February 1 or June 30.

If a unit member is on an unpaid leave of absence, he/she may elect to retain coverage under the Health Plan, but he/she will be responsible for the full cost of the insurance.

#### 8.2 Unpaid Additional Leave

The Board may grant, for personal reasons, a leave of absence of up to one (1) year in cases of necessity.

#### 8.3 Bereavement Leave

A period of three (3) days of paid absence, (not to be deducted from any accumulated leave), will be allowed in any one year (non-accumulative) for death in the immediate family: immediate family being father, mother, sister, husband, brother, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, grandparents, grandchildren; or another family member living in the same household.

## ARTICLE 9

### Personal Leave

#### 9.1 Allowable Days and Usage

- a. Except for twelve-month employees, three (3) personal leave days will be allowed each unit member per year. (This leave is not to be deducted from normal sick leave, but shall be added to accumulated sick leave if not utilized).
- b. Twelve month employees will be allowed three (3) personal days subject to the following criteria: Invalid uses of these three (3) days are listed in 9.3.
  - Days are not deducted from sick leave
  - First two days, if not used, will be added to normal sick leave
  - The third personal day, if not used, will be compensated at \$25

#### 9.2 Requests

Personal leave requests will be submitted to the Supervisor for approval. Non-reimbursable personal leave will be at the discretion of the Superintendent.

#### 9.3 Invalid Uses of Personal Leave

- a. Extension of a vacation period
- b. Working for another employer

#### 9.4 Investigation

The administration reserves the right to pursue investigation of days taken for personal leave.

#### 9.5 Advance Notification

Except for an emergency, requests for Personal Leave days shall be made at least 24 hours in advance of the day requested.

#### 9.6 Request Form

Unit members requesting a personal day will complete a Personal Day Request Form prior to the date of personal day requested. Such request will be made as much in advance as possible.

## ARTICLE 10

### Sick Leave

#### 10.1 Sick Leave Personal Illness

- a. All unit members working ten (10) months will receive eleven (11) sick days per school year. Unit members working eleven (11) months will receive twelve (12) sick days per school year. Unit members working twelve (12) months will receive fifteen (15) days per school year. Unit members may accumulate up to 300 unused sick days. This leave will be credited at the beginning of the school year at the rate of 11, 12 or 15 days. A physician's certificate of the employee's inability to perform his/her duties may be required by the employee's supervisor or the Superintendent.
- b. Sick leave will be deducted in quarter, half or full day increments. (Note: Some exceptions due to special situations may be exempt from this requirement. Check in advance with the Business Office).

#### 10.2 Family Illness or Death

A period of ten (10) days of paid absence, to be deducted from accumulated sick leave, will be allowed in any one year (non-accumulative) for sickness or death in the immediate family; immediate family being father, mother, sister, husband, brother, wife, son, daughter, mother-in-law, father-in-law, grandparents, another family member living in the same household and any other person with the approval of the Superintendent (in the event of a death see 8.3 Bereavement Leave).

#### 10.3 Hourly Employees Sick Leave

- a. One (1) hour sick leave will be credited per month for each hour worked in an average work day. Example: a four (4) hour daily employee would receive 4 hours credited sick leave per month.
- b. Irregular or substitute employees will not be eligible for sick or personal leave. Example: summer or vacation employees.

#### 10.4 Accumulated Sick Days

Upon resignation for the purposes of retirement unit members shall receive \$50.00 per unused sick day. Payment shall be made on or before July 1, of the calendar year following the calendar year in which the resignation was received.

## ARTICLE 11

### Evaluation

Purpose:

The effective evaluation of the non-teaching staff is designed to improve performance of duty and to supply the School District with a rational standard of judging the competencies of employees during their probationary period and during their time of employment by their immediate supervisor. The employee shall sign the evaluation to indicate that he/she was afforded the opportunity to examine the evaluation. Such signature shall not be construed to mean agreement with the contents of the evaluation.

Probationary employees shall be evaluated at least twenty (20) work days prior to the termination date of the probationary period, so that in the event of an adverse evaluation, the employee is afforded an opportunity to appeal the evaluation as provided below.

The form to be used in the evaluation of employees as outlined in this Article will be developed by a committee made up by Association members and individuals designated by the Superintendent.

An employee who has been evaluated negatively may appeal such evaluation to the Superintendent. In this event, it will be the responsibility of the Superintendent or his designee, to hold a hearing with the employee and evaluator within ten (10) days after receipt of appeal. If the employee requests, he/she may be represented by another person.

The official personnel file for each unit member shall be maintained by the District. Unit members may inspect their personnel files upon request and obtain copies of material found therein at no cost. No disparaging documents shall be placed in a unit member's file without his/her knowledge and opportunity to make a written rebuttal that will be included in the file.

## ARTICLE 12

### Vacations

#### 12.1 Paid Vacation Schedule

The Superintendent will provide the following vacation schedule for unit employees effective July 1, 1994.

Full time employees on a 12-month basis will receive paid vacations based on their regularly scheduled work week and not to exceed 40 hours according to the following schedule. July 1st will be the date used for crediting vacation time. A proration for current employees will occur at the time that this contract becomes effective. New Hires: If hired prior to January 1 will receive a whole year credit, if hire date is January 1 or after will receive no credit for that year.' (Effective July 1, 2000).

## Article 12 (continued)

<u>Years of continuous full-time service</u>			<u>Vacation</u>	
	After 1	year	1 week	(5 days)
	After 2	years	2 weeks	(10 days)
	After 6	years	11 days	
	After 7	years	12 days	
	After 8	years	13 days	
	After 9	years	14 days	
	After 10	years	15 days	
	After 16	years	16 days	
	After 17	years	17 days	
	After 18	years	18 days	
	After 19	years	19 days	
	After 20	years	20 days	
(2008-2009)	After 21	years	21 days	
(2009-2010)	After 22	years	22 days	
(2010-2011)	After 23	years	23 days	
(2011-2012)	After 24	years	24 days	
(2012-2013)	After 25	years	25 days	

Vacation shall be taken in the year it is credited. There shall be no accrual of vacation from year to year. However, any vacation days already accrued and credited for carry-over that are currently (as of July 1, 1993) on the books, may remain until used by the employee. No new days (after July 1, 1993) will be carried over.

### 12.2 Schedule

Vacations will be normally taken during July or August at a time mutually agreeable with the supervisor and employee. Vacation time in excess of two weeks may, at the supervisor's discretion, be scheduled at a time other than July and August.

## ARTICLE 13

### Holidays

#### 13.1 Holiday Schedule

- a. Regular employees on a 12-month basis shall receive the following paid holidays: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln or Washington's Birthday, Good Friday and Memorial Day. If school is in session on Good Friday, then an alternate day will be selected for the holiday by mutual agreement.

## Article 13.1 (continued)

- b. To be eligible for a holiday, an employee must have worked at least two (2) days in the calendar week in which the holiday occurs. Scheduled vacation days shall not make an employee ineligible for holiday pay. When a holiday falls on a Saturday or Sunday, it shall be celebrated on the day designated in the School Calendar. Summer holidays falling on Saturday or Sunday shall be celebrated on days designated by the Superintendent.

## 13.2 Additional

One (1) day's pay will be given for Independence Day to those summer employees who work a full month (20) days in July and/or August. Pay will be equal to the daily average number of hours worked during the twenty (20) days.

# ARTICLE 14

## Vacancies

### 14.1 Notification

The President of the Association will be notified in writing when school is in session, of any vacancy that occurs within the system. This notice will include the following:

- a. Any new or vacated bargaining unit position.
- b. Any vacancy that occurs in the present bargaining unit positions, and
- c. Any new bargaining unit supervisory position.

### 14.2 Qualifications

Qualifications for any new position or vacancy will be listed on the notification. Seniority will be one of the factors used in filling vacancies.

### 14.3 Application

Employees within the system will have ten (10) days after the notice is given to file an application in the District Office.

### 14.4 Summer Application

During summer months, the President of the Association shall be notified in writing by the Superintendent of all vacancies as they occur.



## ARTICLE 15

### Uniform Allowance

#### 15.1 Uniform Allowance

The district will provide uniforms to SSA employees as follows: custodial department, maintenance, and garage staff (excluding drivers).

- Shirts & Pants and/or coveralls

Employees will be expected to be in uniform daily. The above stated uniforms and laundering will be provided by the District.

A uniform allowance of \$50.00 will be paid, annually to each aide assigned to playground duty upon presentation of a receipt for the purchase of uniforms/clothing which are to be worn while on duty.

A uniform allowance of \$75.00 will be paid, annually to each cafeteria worker on presentation of a receipt for the purchase of uniforms/clothing which are to be worn while on duty.

#### 15.2 Safety Glasses

Safety glasses will be provided as necessary, but with reason. Employees will be responsible for lost/stolen or damaged glasses not work related. Any work-related damage should be reported immediately to the Supervisor of Buildings & Grounds.

#### 15.3 Safety Shoes

Employees (cleaner, mechanic, bus garage-excluding drivers, food service) required to wear safety shoes will be compensated for one (1) pair of safety shoes annually for up to half (50%) of the cost to a maximum of \$90.00 upon presentation of a receipt.

#### 15.4 Dress Code

All members of the Sandy Creek Support Staff Association serve as role models for the students with whom they work. Consistent with this role, Association members shall dress in a manner and have an appropriate and professional appearance in the light of the environment in which they work, the duties of their jobs, and the impressionable youth they serve.

The Association and the District recognize that to create the kind of environment that fosters learning, support staff work with students in different surroundings, sitting at tables, sitting on the floor, and sitting on carpets. These different techniques sometimes affect the way support staff dress.

With this in mind, the parties agree to abide by the following dress code for positions other than custodial, maintenance, bus garage (12 mos. employees), and food services staff:

#### Article 15.4 (continued)

Clothing must not be:

1. Ripped, tatter, torn or contain noticeable holes
2. Dirty, stained, odorous, or wet
3. Excessively revealing
4. Transparent enough to make undergarments easily visible
5. Display offensive language
6. Slippers/house shoes or plastic or rubber flip-flops
7. Sweat suits, jogging/wind suits or other athletic pants  
(except by physical education staff members, bus drivers and bus aides)
8. Shorts or sweatshirts (except by physical education staff members, bus drivers, and bus aides)
9. Denim pants/jeans of any color (except bus drivers and bus aides)

Exception:

Numbers 7, 8, and 9 above shall be waived on all pre-scheduled paydays, conference days, and Pk-12 rating days.

Failure to meet the Dress Code:

Bargaining unit members who fail to meet the dress code standards set above may be required to comply before beginning their workday. Continued violation may result in disciplinary action.

### ARTICLE 16

#### Insurance

##### 16.1 Health Insurance

Any unit employee who is currently participating in the district health insurance program may remain eligible for such plan for the duration of the agreement.

##### 16.2 Eligibility Requirements

All unit members must as a condition to be eligible for health care benefits work a minimum of 20 hours per week. Unit members hired prior to the signing of the 2003-2008 agreement are grand fathered and must meet the eligibility requirements of the preceding 1997-2003 agreement. Any unit member who involuntarily has their work week reduced below their particular eligibility requirement, except in the case of termination, suspension, or other disciplinary action, shall maintain the coverage enjoyed prior to the reduction.

##### 16.3 Cost of Coverage

- a. **Prescription Drug Plan:** Effective January 1, 2009, the District shall provide unit members with the Excellus/FLRX managed three tier formulary prescription drug plan requiring a co-pay of \$5 for tier I drugs, \$15 for Tier II drugs and \$30 for Tier III drugs. A 90 day mail order supply will be available for one (1) co-pay meaning the same co-pay as a 30 day supply at retail. The following plan edits shall not apply to this benefit: Prior Authorization, Step Therapy, and Generic Advantage Program. The prescription drug tier listings or formulary shall be maintained by the Prescription Benefit Manager. Information describing the formulary shall be made available to unit member. *(In an effort to offset the cost of the new prescription drug benefit for unit members a one-time [in the first year only] 4.1% wage adjustment will be added to the 2008-2009 salary.)*

Article 16.3 (continued)

b. Health Insurance Buy-Out Language

All unit employees eligible to enroll in the District's health insurance plans (individual, two person, or family) as of July 1, 2000 and forward may elect to forego stated coverage and shall receive a financial inducement for such withdrawal in accordance with the following terms:

1. If an employee elects to withdraw from the health insurance program and receive the inducement, such withdrawal shall be made on an election form not less than 30 calendar days prior to the effective date of such withdrawal.
2. The financial inducement for withdrawing from the District's health insurance program shall be an annual payment of \$750 for individual plan, \$1,000 for two person plan, and \$1,500 for family plan. These shall be pro-rated on a payroll period basis.
3. Payment of such financial incentive shall be made on a payroll period basis as long as the employee chooses to participate in the District's health insurance buy-out program.
4. An individual who terminates employment prior to the end of the plan year will receive a pro-rated amount based upon the actual amount of time the employee did not have the health insurance coverage.
5. Time spent on an unpaid leave of absence shall be deducted from the period of time worked for the purpose of pro-rating the incentive.
6. If an employee elects to withdraw from the health insurance buy-out program and rejoin the District's health insurance program:
  - they may do so only at the re-opening periods in January and/or July or with a qualifying event as described by health insurance provider/carrier.
  - they will not be eligible to participate in the health insurance incentive buy-out program without the express written consent of the Superintendent.
7. By this agreement, the parties do not suggest that employees whose sole health insurance protection is provided by the District partake in such option. The District and the Association caution that only those employees who have alternative health insurance consider participating in this incentive program. Employees should become thoroughly informed and knowledgeable regarding the benefits, cost, employer's participatory share of such cost, etc., of any alternative health insurance program.
8. The buy-out program will be limited to thirty percent (30%) of the bargaining unit. In the event that more than the maximum percentage of employees apply to receive this option, seniority with the District will be the determining factor in determining eligibility.
9. The health insurance buy-out program will not apply to married couples who both work for the Sandy Creek Central School District.

## Article 16 (continued)

### 16.4 Break Out Provider

The Health Insurance plan is identified as Blue Cross Blue Shield Ultra Blue 17, and will remain in effect unless the School District changes to a different/self-funded health care benefits plan. The different/self-funded plan will be equal to or better than the plan currently in effect. The delineation of the plan currently in effect is in the attached Appendix C as supplied by Blue Cross/Blue Shield. A mutually agreed upon arbitrator will settle any disputes regarding the equal to or better than benefit. The arbitration will be binding on the behalf of the district, the association, and the employee involved. The costs associated with the arbitration (not inclusive of attorneys fees for the District, Association, or Employee) will be shared in the following manner: 75% to be paid by District, and the remaining 25% to be paid by the Association.

### 16.5 Limit of Family Coverage

The district will limit one (1) family coverage for either the wife or husband if both are employed within the school district.

### 16.6 Unpaid Leave - Full Premium

If a unit member is on an unpaid leave of absence, he/she may elect to retain coverage under the Health Plan, but he/she will be responsible for the full cost of the insurance.

### 16.7 Dental Insurance

The District agrees to pay up to \$130.00 of the cost of Dental Insurance for those unit members who actually enroll in the individual or family plan.

The plan is identified as Blue Shield Dental Program of Central New York Option I Basic and Supplemental Basic, unless the School District changes to a different/self-funded dental care benefits plan. The different/self-funded dental care benefits plan will be equal to or better than the plan currently in effect.

### 16.8 Disability Insurance

The District shall provide Disability Insurance through the State Insurance Fund, or equivalent plan as per mutual agreement, for all unit members. The premium cost shall be paid in full by the District.

### 16.9 Insurance Reimbursement

Employees who have insurance designed for individual protection in effect for the school year will be reimbursed for the cost of such premiums (up to a maximum of fifty dollars (\$50.00) upon presentation of suitable evidence that the insurance has been in force and that the employee has paid the cost of such insurance. All claims made under this section shall be presented to the Business Office no later than April 1 of each year. This insurance reimbursement is not available to unit members electing dental insurance.

Article 16 (continued)

16.10 IRS §125 Cafeteria Plan

The District shall provide an IRS §125 Cafeteria Plan, Flexible Spending program for all permissible deductions. The administration of and related cost for establishing such plan shall be borne by the District.

16.11 Employee Assistance Program

The District will provide enrollment into the Employee Assistance Program as and if provided by the OCM BOCES for each unit member.

ARTICLE 17

Salary/Wages

17.1 Salary

Returning unit members and unit members who retired since July 1, 2008, will receive an increase in their base hourly rate according to the following plan:

For 2008-2009 Add 4.0% to the previous year's base hourly rate.

*Note: The first year increase (2008-09) shall be inclusive of the increases in longevity meaning as a percentage of payroll, the cost of increasing the longevity plus the general increase described above shall not exceed four percent (4%). In the last four (4) years of the agreement longevity earned by unit members shall be exclusive of the 4% raise in each year meaning that unit members earning a longevity increment in a particular year shall receive the increase in addition to the 4% increase.*

For 2009-2010 Add 4.0% to the previous year's base hourly rate.

For 2010-2011 Add 4.0% to the previous year's base hourly rate.

For 2011-2012 Add 4.0% to the previous year's base hourly rate.

For 2012-2013 Add 4.0% to the previous year's base hourly rate.

Twelve (12) month employees will be paid on an hourly basis. Remaining Support employees will have their salary annualized and be paid according to the BOCES pay schedule as determined by the District.

## Article 17 (continued)

### 17.2 Guaranteed Days of Employment

Ten (10) month employees shall be guaranteed 185 days of employment with pay for each school year. Lost time shall be deducted as provided in Appendix A (C). The 185 days are intended to cover the 10 month school year plus emergency closing days. 10 month unit members will not be required to report for work when schools are closed for an emergency. However, should they report to work because they did not receive notification they will still receive no more or less than the wages they were scheduled to earn had there been no emergency closing.

### 17.3 Payroll Computation

Wages shall be computed in accordance with the BOCES pay schedule as determined by the District. Notification of the selected pay schedule will be provided to unit members 30 calendar days prior to the effective date provided the District receives the schedule from the BOCES prior to that timeframe, otherwise within 10 business days of receiving such information.

### 17.4 Longevity

Longevity increases of unit members will be added to the base hourly rate of those who complete five (5), ten (10), fifteen (15) and twenty (20) years of service with the District as follows:

{Note: The first year wage increase (2008-2009) shall be inclusive of the increases in longevity meaning as a percentage of payroll, the cost of increasing the longevity as described below plus the general increase described in Article 17.1 shall not exceed four percent (4%) In the last four (4) years of the agreement longevity earned by unit members shall be exclusive of the wage increase as stated in Article 17.1.}

- Year 5 = \$.15
- Year 10 = \$.20
- Year 15 = \$.25
- Year 20 = \$.30

Longevity increases shall be added to the member's hourly rate beginning with the pay period immediately following the member's hire date coinciding with the longevity year.

Example: a unit member who was hired on September 30, 2002 will receive his/her 10 year longevity beginning with the first pay period following September 30, 2012.

It would be helpful (but not necessary) if the employee were to notify the District in advance of the anniversary date through the use of the notification form in Appendix D.

## ARTICLE 18

### Additional

#### 18.1 Overtime Pay

Overtime pay will be compensated at one and one-half (1 1/2) times the regular rate for required work in excess of forty (40) hours per week. (Credit for holidays and vacation days count as days worked when computing time and one-half.) Straight time will be paid for weeks including sick and personal days.

#### 18.2 Other Provisions

1. A 1/2 hour duty free lunch period shall be provided for all unit members working five or more consecutive hours per day. The 1/2 hour shall not be included as part of the paid workday except for the unit members assigned to the 3 PM to 11PM cleaner/ custodial shift who were employed on or before the 2003-2008 contract ratification shall have the 1/2 hour duty free lunch period included as part of the paid workday. A lunch period for unit members working less than 5 hours per day is optional, but if taken shall not be included as part of the workday.
2. All employees except cafeteria personnel shall pay the regular prices for lunches provided by the cafeteria.
3. When a unit member serves on Jury Duty the Board of Education will pay the unit member's regular hourly salary. It is understood that the employee will not accept any remuneration from the Commissioner of Jurors with the exception of mileage.
4. The District shall make payroll deductions or direct deposit of checks as follows, upon receipt of written request:
  - a. Checking and Savings Accounts - Deposits shall be made in employee's accounts to any accredited financial institution.
  - b. Tax Sheltered Annuities - as per Federal and State Government Regulations the District will adopt a plan document. The District and SCSSA shall bargain in good faith over any mandatory subject connected to the new plan document.
  - c. Employees who have made contributions to the New York State Employees' Retirement System may borrow from this fund and application loan payments may be deducted from payroll checks and remitted to the Retirement System. (Loan applications are available in the Business Office.)

## Article 18 (continued)

### 18.3 School Closings

Twelve (12) month full-time unit employees (bus garage / cleaner / custodial) will be provided with one additional day off if there are emergency school closings during the September to June school-day calendar. Twelve (12) month unit members are required to report to work on school closings. An absence due to health or personal day would void the entitlement to the additional day off. Regardless of the number of school closings, only one day will be provided off, and that must be taken during the months of July and August.

Note: This will only be true if they are in attendance at work on those days.

### 18.4 Weekend Building Check

Unit members on weekend building check will receive a minimum of two (2) hours pay at time and 1/2 of their regular pay unless they have not completed a forty-hour workweek. (Employees will be paid at their straight rate until they reach forty hours).

### 18.5 Emergency Call-In

Unit members on emergency call in will receive a minimum of four (4) hours pay at time and 1/2 of their regular pay. This applies to regular, full-time unit members only.

### 18.6 Attendance Award:

Unit members who have three (3) days or less absence (only applies to sick and personal) for the July 1 - June 30 work year will be entered into a pool totaling \$1500. Note: the maximum award for any individual will be capped at \$200.

### 18.7 Evening / Night Shift Differential:

Unit members working the Evening/Night Shift shall receive a differential of an additional \$.50 per hour. The District may re-assign evening/night shift unit members to the day shift during the summer with no differential payment.

### 18.8 Job Reassignment

If an employee is reassigned to perform another job in a higher category for more than two (2) consecutive weeks, he/she will be paid a 10% premium on their hourly rate.

Note: This applies only to regular employees.



## Article 18 (continued)

### 18.9 Fingerprinting

For all employees hired after the date of the 2008-2013 contract signing the cost of the fingerprint application will be reimbursed to the employee after they meet the following conditions:

1. Employee must become permanently appointed as per Civil Service Requirements
2. Completion of 2 years (10 month employees working 370 days, 11 months employees working 410 days, and 12 month employees 522 working days) of employment after achieving permanent status.

## ARTICLE 19

### Seniority Regarding Layoffs

#### 19.1 Lay-off Procedures

Effective July 1, 1994, seniority shall be a factor, but not the only factor in layoffs within a job title (after the following of the various requirements of Civil Service Law and Regulation).

Seniority shall be defined as the length of full-time service or full-time equivalent continuous service or regular part-time continuous service in the Sandy Creek Central School District within a job title and classification.

Seniority by job title, within a job classification, will normally be used as the determining factor in layoffs and recalls.

The District shall notify the President of the Association before any disciplinary hearing which may result in the suspension or termination of a bargaining unit member.

#### 19.2 Job Security

After one (1) year of continuous service with the District, non-competitive employees and employees in the labor classification shall be afforded the same rights as competitive employees under Section 75 of the Civil Service Law as it relates to disciplinary action or charges.

## ARTICLE 20

### Procedures for Conducting Negotiations

#### 20.1 Initial Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such a request. In any given school year, such request shall be made on or before March 1. Ground rules shall be established by the parties at the first meeting.

The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

## ARTICLE 21

### General Procedures

#### 21.1 Nondiscrimination

The Superintendent and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, natural origin, sex, domicile, or marital status.

#### 21.2 Savings Clause

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision, or application shall not be deemed valid and subsiding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### 21.3 Statutory Clause

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. THE LEGISLATIVE BODY HEREIN IS THE BOARD OF EDUCATION OF THE SANDY CREEK CENTRAL SCHOOL DISTRICT.

#### 21.4 Printing Agreement

Copies of this agreement shall be printed at the expense of the District after agreement with the Association on format within sixty (60) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.

## APPENDIX A

### Bus Drivers

#### A. Regular Drivers on Regular Routes

1. The hourly rates of regular bus drivers on regular routes shall be found on salary schedule as attached in Appendix B.
2. A driver making a single trip shall receive a minimum of one hour's pay. If consecutive trips are made, (trips with less than one hour lay-over between each trip), the driver shall receive payment for the actual time of consecutive trips, including layover time.
3. Lay-over time of 1/2 hour or less between trips shall be paid at the driver's regular rate, and layover time in excess of 1/2 hour between trips shall be paid at 1/2 the driver's regular rate. Layover time shall apply to regularly scheduled trips during the school day.
4. All Drivers shall be allowed ten (10) minutes pre-run inspection checks and five (5) minutes post-run inspection checks for each run assigned.
5. Those drivers who will retire at the end of the current school year, and have so stated by letter, shall receive a rate on the schedule which is not less than that corresponding to the accumulated years of service as a regular driver.
6. There shall be consideration given to newly employed drivers for prior driving experience.

#### B. Extra Driving

1. Substitute driving by regular drivers shall be paid at the Driver's respective hourly rate.
2. The rate of field, athletic, activity and take home trips will be the median hourly rate plus \$1.00 of the bus drivers assigned to regular routes as of September 1<sup>st</sup> each year. The annual calculation will be made by the business office personnel and reviewed for accuracy by the association President. Should extra driving take place during the months of July and August, the previous school year's median hourly rate will be used.
3. If a driver is assigned an extra trip in place of his/her normal run for an equal amount of time, the driver will be paid at his/her normal hourly rate. If the time exceeds his/her normal run, all additional time will be paid at the respective athletic or field trip rate.
4. If substitute drivers are subsequently employed as regular drivers, their rate shall be at least the amount shown on Step 1 of the regular driving schedule.
5. An extra driver shall be provided for trips, in excess of three hours driving time one way.

#### C. Lost Time

Deduction in pay, at the hourly rate for each day or hours lost, shall be made for absence not covered under the sick or personal leave policy. The deduction shall be prorated for loss of partial days. A deduction from sick or personal leave time for such absences shall not be permitted.

## Appendix A (continued)

### D. Working Hours

1. The working hours shall be determined either on the basis of route schedules or time sheets. The working hours should be recorded on a time sheet daily.
2. The following time sheets shall be used for payroll and report purposes:
  - a. Bus Driver's Daily Time Sheet - To record time of regular daily trips.
  - b. Extra Driving Report - To record time and other information on field, athletic, and activity trips, and trips to take students home after interscholastic activities.
3. The regular time sheets should be filed with the Transportation Supervisor at the end of each week and the extra driving report should be filed as soon as the trips are completed.
  - a. Time sheets should show the beginning and ending time for each run, including the five (5) minutes necessary for the pre-inspection check as covered in the Bus Drivers' Handbook. .
4. The following daily report, in addition to time shall be required from all drivers:
  - a. A Bus Driver's Daily Report should be completed daily by each driver, stating whether or not any defects in operation have been noticed, and if so, a description of such defect. This form also provides for mileage driven and pupils carried.

### E. Other Provisions

1. Extra Driving - Drivers interested in extra driving assignments shall notify the Transportation Supervisor during the first week of school. Extra runs shall be rotated among those drivers in accordance with seniority. In the event that there are no regular or substitute drivers who volunteer for such extra run(s), the District reserves the right to assign a driver(s) from the roster of drivers. Activity bus will be exempt from the rotational system.
2. Safe Driving Awards - There will be a five (5) year safe driving award of \$100 for each five (5) year period or a \$200 award for each ten (10) year period. The award shall be given to those drivers who demonstrate for five (5) or ten (10) continuous years a record of accident free driving. Accidents must be due to the negligence of the driver in order to nullify awards. A driver must drive a 165-day average per school year to qualify.
3. Physical Examinations - All drivers are required to have an annual physical examination before the opening of school in September. Drivers may receive the examination from the District Physician at no charge to the employee. The driver shall submit the results of said examination on the form provided by the District Office by the opening of school.
4. Safety Meeting - An amount of \$30.00 will be paid to bus drivers and bus aides for each of two (2) required safety meetings held by the District. If any additional meetings are called for by the District the amount of \$30.00 for each required meeting shall be paid to drivers. If safety meetings are called during working hours, the reimbursement would not be added to the normal pay.

## APPENDIX B

### Entry Level Hourly Rates

<u>Classification</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
A Mechanic (12 month)	12.04	12.40	12.77	13.16	13.55
B Mechanic Helper (12 month)	10.00	10.30	10.61	10.93	11.26
C Bus Driver (10 month)	12.24	12.60	12.98	13.37	13.77
D Custodian (12 month)	12.29	12.66	13.04	13.43	13.83
E Grounds Worker/Maintenance Worker (12 month)	10.92	11.25	11.58	11.93	12.29
F Custodial Worker (12 month)	9.91	10.21	10.51	10.83	11.15
G Cleaner (12 month)	8.65	8.91	9.18	9.45	9.74
H Secretary (11 month)	11.23	11.56	11.91	12.27	12.64
I Account Clerk/Typist (11 month)	10.37	10.68	11.00	11.33	11.67
J Library, Computer, Special Education, and Special Education Bus Aides (10 month)	10.17	10.47	10.79	11.11	11.44
K Attendance and In-School Suspension Aides (10 month)	8.96	9.23	9.51	9.79	10.09
L Teacher, Audio-Visual, and Transportation Aides (10 month)	8.55	8.81	9.07	9.34	9.62
M Cook (10 month)	10.04	10.34	10.65	10.97	11.30
N Food Service Helper (10 month)	8.55	8.81	9.07	9.34	9.62
O Head Bus Driver (12 month)	12.24	12.60	12.98	13.37	13.77
P Building Maintenance Helper (12 month)	10.00	10.30	10.61	10.93	11.26

Note: The District may start a new employee above the entry level, but not higher than any current employee within that job classification.

APPENDIX C

Health Insurance Benefit Summary



**BlueCross BlueShield  
of Utica-Watertown**

An Independent Licensee of the  
Blue Cross and Blue Shield Association

Utica-Watertown Health Insurance Company, Inc.  
Utica Business Park, 12 Rhoads Drive  
Utica, New York 13502-6398  
Ph. (315) 798-4200

July 16, 1998

Ms. Shelley Hood, Business Manager  
Sandy Creek Central School District  
P O Box 248  
Salisbury Street  
Sandy Creek, New York 13145

Dear Shelley:

Enclosed, is the final revised benefit summary. If you have any questions feel free to contact me.

Sincerely,

*Vanessa M Blase CHC*  
Vanessa M. Blase CHC  
Account Executive

## APPENDIX C

### Health Insurance Benefit Summary

#### **BLUE CROSS/BLUE SHIELD BENEFIT SUMMARY**

<b>Hospital Expense Benefits</b>	<i>Full benefits means 100% of the Blue Cross Blue Shield allowance for covered services by member providers or UCR allowable fees for nonmember providers. Private rooms are limited to an average semi-private rate. An additional \$10 per day will be paid under the extended health care portion of the program, when confined in a private room.</i>
<b>Acute Care Hospital Inpatient Medical/Surgical</b>	Paid in full* up to 365 days per single confinement in member hospitals for sickness and up to 365 days per single confinement for the same accidental injury. Nonmember hospital reimbursed at 80% of BC/BS allowed amount. Extended health Care Benefit Rider provides for additional days
<b>Inpatient Mental Illness Limit</b>	Paid in full* up to 45 days per calendar year when care is approved for benefits. Non-member hospitals reimbursed at 80% of BC/BS allowed amounts. Additional coverage available for up to 90 days under Extended Health Care benefits. <i>Private Mental Health facilities are not covered.</i>
<b>Inpatient Maternity</b>	Paid in full.* Includes routine newborn nursery care, while mother is hospitalized.
<b>Acute Care Hospital Outpatient Surgical Services</b>	Paid in full* for minor procedures
<b>Emergency Care</b>	Paid in full* for care within 72 hours of accidental injury or within 12 hours from the onset of acute symptoms for sudden and serious illness.

## APPENDIX C

### Health Insurance Benefit Summary

#### BLUE CROSS/BLUE SHIELD BENEFIT SUMMARY

<b>Diagnostic X-ray</b>		<b>Paid in full*</b>
<b>Annual Cervical Cytological Screening, Ages 18+</b>		<b>Paid in full*</b>
<b>Radiation Therapy</b>		<b>Paid in full*</b>
<b>Preadmission Testing</b>		<b>Paid in full* for testing rendered within 7 days before inpatient surgery</b>
<b>Diagnostic Lab</b>		<b>Maximum benefit available is \$100 per calendar year. Additional coverage provided under the Extended Health Care portion of the program.</b>
<b>Skilled Nursing Facility (SNF) Inpatient Services</b>		<b>Not Covered</b>
<b>Birthing Facility</b>		<b>Not covered unless a part of a short term general, acute care hospital.</b>
<b>Ambulatory Surgical Facility</b>		<b>Surgical benefits paid according to fee schedule. Facility must be licensed by State of New York.</b>
<b>Home Care Agency</b>		<b>Full benefits up to 40 visits per calendar year for an approved plan of care.* Treatment must be instead of hospitalization. Additional coverage available under extended health care benefits. <i>Must be Medicare approved</i></b>
<b>Hospice Outpatient Care</b>		<b>Paid in full* up to 210 days for a person with life expectancy of six months or less. Includes five days bereavement counseling for family. Nonmember Hospice reimbursed at 80% of the BC/BS allowed amount Additional benefits available under Extended Health Care benefits.</b>



## APPENDIX C

### Health Insurance Benefit Summary

#### BLUE CROSS/BLUE SHIELD BENEFIT SUMMARY

<b>Outpatient Care of Participating Hospitals Alcoholism &amp; Substance Abuse</b>	Paid in full* up to 60 visits per calendar year. 20 of the 60 may be for family counseling. Five visits are available for family counseling if the affected person is not receiving rehabilitation care. Non-member facilities reimburse at 80 % of average payment made to member facilities for the kind of service received.
<b>Medical/Surgical Expenses</b>	<i>Based on a Schedule of Allowances, participating providers accept our allowed amount. Balances roll over to the Extended Health Care portion of the program. Non-Participating providers may balance bill the subscriber.</i>
<b>Surgical Care Surgeon, Assistant Surgeon</b>	Based on a Schedule of Allowances. Participating Providers accept our allowed amount. Covered balances roll over to the Extended Health Care portion of the program.
<b>Anesthesia</b>	Based on a Schedule of Allowances. Participating Providers accept our allowed amount. Covered balances roll over to the Extended Health Care portion of the program.
<b>Maternity Care</b>	Based on a schedule of allowances for normal delivery, cesarean, ectopic and spontaneous termination. Covered balances roll over to the Extended Health Care portion of the program. Participating providers accept our allowed amount.

## APPENDIX C

### Health Insurance Benefit Summary

<b>Inpatient Medical Visits</b> Sickness or injury	Scheduled allowance for one visit per day up to 365 days per single hospital confinement. Scheduled allowance for prolonged visits available if BC/BS determines such care is necessary. Additional coverage available under <del>Major Medical Expense</del> <i>Extended Health Care</i> benefits for the balance of UCR after scheduled benefits and for other medical visits found medically necessary.
<b>Inpatient Mental Illness Visits</b>	Scheduled allowance for one visit per day up to 45 days per calendar year during covered inpatient stays. Coverage available under Extended Health Care benefits for additional days and balance of UCR charges after scheduled allowance.
<b>Inpatient Consultations</b>	Scheduled allowance for one consultation for each separate and unrelated disability or illness. Consultation benefit limited to a calendar year limit of three under individual coverage or six under family coverage. Additional coverage available under Extended Health Care benefits for additional consultations and balance of UCR after scheduled allowance.
<b>Diagnostic X-rays and X-ray therapy</b>	Scheduled Allowance. Additional coverage available under the Extended Health Care portion of the program.
<b>Diagnostic Labs</b>	Maximum benefit \$100 per calendar year. Benefits count toward hospital outpatient maximum. Additional coverage available under the Extended Health Care portion of the program.
<b>Electrocardiographs</b>	Scheduled allowance limited to \$50 per calendar year, when guidelines are met. Coverage available under Extended Health Care benefits for balance of UCR charges after scheduled allowance and expenses are more than calendar year maximum.

## APPENDIX C

### Health Insurance Benefit Summary

#### BLUE CROSS/BBLUE SHIELD BENEFIT SUMMARY

<b>Second Surgical Opinion</b>	\$45 maximum payable under Blue Shield, when certain conditions are met. Balances roll to Extended Health Care portion of program.
<b>Routine Cervical Cancer Screening</b>	Scheduled Allowance. Coverage available under Extended Health Care benefits for balance of UCR after scheduled allowance.
<b>Routine Mammography</b>	Schedule of Allowances. One Mammogram each year if age 50 or older. Coverage available under other circumstances if certain criteria is met. Refer to contract booklet for specifics.
<b>Well-Child Care, related tests, immunizations</b>	Per New York State mandate, well child care for children 0-19 is paid in full.
<b>Professional Ambulance</b>	Ground ambulance only. Covered under the Extended Health Care benefits. Full coverage
<b>Major Medical Expense Benefits or Extended Health Care Benefits</b> Deductible, Coinsurance, Benefit Maximums and other Plan Benefit limits. Extended Health Care benefits supplement the basic hospital and medical/surgical coverage provided. Extended Health Care benefits broaden the basic coverage by: extending the days of care for hospitalized illness, increasing allowances for basic benefits and providing additional services.	
<b>Calendar Year Deductible</b>	\$100 per covered person \$200 maximum aggregate deductible
<b>Common Accident Deductible</b>	\$100 maximum when two or more family members have expenses resulting from the same accident.
<b>Percentage Copayment Limit</b>	After the calendar year deductible, Plan pays 80% of the first \$2000 of allowable fees, then pays 100% of remaining allowable fees incurred during the same calendar year.
<b>Lifetime Maximum Payment</b>	\$1,000,000 per covered person.

## APPENDIX C

### Health Insurance Benefit Summary

### BLUE CROSS/BLUE SHIELD BENEFIT SUMMARY

<b>Inpatient Hospital Expenses</b> Medical/Surgical	<i>Paid according to a</i> <del>Extended Health Care Benefits</del> Schedule of Allowances Allowances, for unlimited days (except for Mental nervous, or emotional) for member hospital, when found medically necessary. After your deductible 80% of allowable fees up to \$2000 in covered expenses then 100% of allowable fees (each person). Allowable fees include up to an additional \$10 if confined in private room.
<b>Mental Health Limit</b>	Deductibles, Coinsurance apply. Fee Schedule limited to <del>an</del> <sup>an</sup> additional 90 days per calendar year for an approved plan of care
<b>Doctor Services for treatment of an illness or injury</b>	After deductible 80% of allowable fee after Medical Surgical Expense benefits exhausted.
<b>Inpatient Mental Health Visits</b>	After deductible 80% of allowable fees after Medical/Surgical Expense benefits exhausted during period inpatient facility approved for benefits. Limited to an additional 90 days in an acute care hospital.
<b>Outpatient Mental Health Care</b>	After deductible, BC/BS will pay 80% of each \$25 doctor's visit. Limited to a \$1,000 calendar year benefit. Benefits are included in the lifetime maximum of \$1,000, 000. Benefits are not subject to the coinsurance provisions.
<b>Home Care Benefits</b>	After deductible 80% of allowable fees after Hospital expense benefits exhausted. Limited to 40 visits per calendar year for home health care instead of inpatient confinement.
<b>Hospice Care Benefits</b>	After deductible 80% of allowable fees. Allowable fees limited to UCR charges after reduction for non-member hospice care.
<b>Private Duty Nursing</b>	After deductible 80% of allowable fees up to 750 hours of care per calendar year.

## APPENDIX C

### Health Insurance Benefit Summary

### BLUE CROSS/BLUE SHIELD BENEFIT SUMMARY



<b>Kidney Dialysis</b>	After deductible 80% of allowable fees.	✓
<b>Nonexperimental Chemotherapy for Cancer</b>	After deductible 80% of allowable fees.	✓
<b>Diagnostic Tests</b>	After deductible 80% of allowable fees. Allowable fees includes balance of UCR after Medical Expense benefits schedule allowance.	✓
<b>Chiropractic Services</b>	After deductible 80% of allowable fees.	✓
<b>Physical Therapy</b>	After deductible 80% of allowable fees for short term therapy to improve or restore body function following surgery or hospital confinement for same condition. Therapy must start within six months of surgery or hospital discharge.	✓
<b>Speech Therapy</b>	After deductible 80% of allowable fees provides for correction of impairment resulting from disease, trauma, anomaly or previous therapeutic process	✓
<b>Radiation Therapy</b>	After deductible 80% of allowable fees	✓
<b>Durable Medical Equipment, Prosthetics</b>	After deductible 80% of allowable fees.	✓
<b>Blood Products</b>	After deductible 80% of allowable fees.	✓
<b>Medical Supplies for self-care.</b> (Ostomy supplies, catheter supplies, syringes and needles for conditions such as diabetes, dressings for conditions such as cancer, diabetic ulcers, and burns, oxygen, casts and splints)	After deductible 80% of allowable fees.	✓
<b>Diabetic Equipment, Supplies and Education</b>	After deductible 80% of allowable fees. Per NYS Mandate	✓

## APPENDIX C

### Health Insurance Benefit Summary

#### SANDY CREEK CENTRAL SCHOOL DISTRICT

#### BLUE CROSS/BLUE SHIELD BENEFIT SUMMARY

##### Vision Care

Deductible and percentage Copayment does not apply. Plan pays according to scheduled allowance shown below. Limited to one exam each year, one pair of lenses or one pair of contacts each year and one pair of frames every two years.

Vision Exam \$28.00

Frames \$12.00

Lenses (per pair)

Single Vision \$14.40

Bifocals (single) \$26.40

Bifocals (double) \$50.40

Trifocals \$38.40

Lenticular \$112.00

Contacts \$112.00

Contacts covered when vision is not correctable to 20/70 with regular lenses.

##### Prescription Drug Expense Benefit

After per prescription Copayment, plan pays balance of Network allowance. If drugs obtained at a Network pharmacy or through the participating mail order pharmacy, the enrollee is responsible only for the brand name or Generic copayments. If purchased at an out of network pharmacy, the enrollee must pay the copayments plus the difference between the network allowance and the pharmacy charges. Blue Cross/Blue Shield has formulary lists for physicians to follow whenever prescribing drugs for their patients.

Refer to the contract: Article 16.3 Cost of Coverage for more detailed information regarding Prescription Drug Expense Benefit.

This is a general summary of benefits for specifics refer to your contract booklets.

## APPENDIX C

### Health Insurance Benefit Summary

**BLUE CROSS**

**HOSPITAL BENEFITS**

**ULTRA BLUE**

## APPENDIX C

### Health Insurance Benefit Summary

#### Blue Cross Plan Ultra Blue Experience Rated Basic Hospital Benefits

Benefits available in Acute Care PARTICIPATING hospitals for services consistent with diagnosis and treatment of conditions for which hospitalization is required:

#### INPATIENT CARE

Semi-Private Room and Board (365 Days) *	Paid in Full
Admission for mental, nervous conditions (45 days)	Paid in Full
Use of operating, recovery, intensive care, cystoscopic rooms and equipment	Paid in Full
Use of hospital physiotherapy, oxygen and transfusion equipment (not including blood or plasma)	Paid in Full
X-ray and Laboratory Services including all blood chemistry and pathological services	Paid in Full
All listed drugs and medications, oxygen, visualizing dyes, vaccines, intravenous preparation, sera and biologicals	Paid in Full
Dressings, ordinary splints and plaster casts	Paid in Full

#### MATERNITY BENEFITS

Normal Delivery	Paid in Full
Caesarean, Ectopic or Spontaneous Termination	Paid in Full
Routine Nursery Care (while mother is hospitalized)	Paid in Full

\* An additional 365 days are available providing there is a 90 day separation between date of discharge and date of re-admission.



## APPENDIX C

### Health Insurance Benefit Summary

#### **OUTPATIENT CARE** (at the hospital)

Emergency Accident (all visits within 72 hours of occurrence)	Paid in Full
Minor Surgical Procedures	Paid in Full
Medical Emergencies - any sudden, unexpected, life-threatening medical condition within 12 hours of the onset of symptoms.	Paid in Full
Pre-Admission Testing - providing reservations have been made for hospital and operating room, and surgery takes place within 7 days	Paid in Full
Diagnostic X-rays and Radiation Therapy	Paid in Full
Laboratory, Pathological Service and EKG	\$100/year

#### **OUTPATIENT CARE** (other than at a defined hospital)

Ambulatory Surgical Centers	Paid in Full
Home Care - 40 visits	Paid in Full
Alcoholism as mandated, including Substance Abuse	Paid in Full
Hospice Care (as mandated)	Paid in Full

## APPENDIX C

### Health Insurance Benefit Summary

#### **IMPORTANT NOTICE**

This proposal contains some special rules which may affect the amount of our payment for the care you receive. Please read the following paragraphs carefully.

#### **Unnecessary Medical Care**

We will not make any payment under this Plan if we determine that the services or care was not medically necessary. In making our determination, we will examine all of the conditions surrounding your condition and the care provided, including your doctor's reasons for providing or prescribing the care, and any unusual circumstances. The fact that your doctor prescribed the care does not automatically mean that the care qualifies for our payments under this Plan.

## APPENDIX C

### Health Insurance Benefit Summary

#### HOME CARE

1. Type of Home Care Agency. We will pay for Home Care visits given by a Home Care Agency - certified under Article 36 of the New York State Public Health Law. We will not pay for home care agency which is licensed under Article 36.
2. Conditions for Home Care. We will pay for Home Care visits only if the following conditions are met:
  - A. If you did not receive Home Care visits you would have to be hospitalized in a hospital or cared for in a skilled nursing facility. In other words, the Home Care visits are a substitution for hospital care or care in a skilled nursing facility.
  - B. A plan for your Home Care is established and approved in writing by a physician.
3. Home Care Services Covered. We will pay for the following Home Care services provided by the Home Care Agency or hospital:
  - A. Part time or intermittent home nursing care by or under the supervision of a registered professional nurse (R.N.).
  - B. Part time or intermittent home health aide service which consist primarily of caring for the patient.
  - C. Physical, occupational or speech therapy if the Home Care Agency or hospital provides the services.
  - D. Medical supplies, drugs and medications prescribed by a doctor, but only if we would have paid for these items if you were in a hospital.
  - E. Laboratory services provided by or on behalf of the Home Care Agency or hospital.
4. Number of Home Care Visits. We will not pay for more than 40 visits in each calendar year.

## APPENDIX C

### Health Insurance Benefit Summary

#### **TREATMENT OF ALCOHOLISM AND SUBSTANCE ABUSE**

##### **1. Out Patient Visits for Treatment of Alcoholism.**

- A. Outpatient visits.** We will pay for outpatient visits in a facility described below for the diagnosis and treatment of alcoholism. Each visit must consist of at least one of the following: individual or group alcoholism counseling, activity therapy, and diagnostic evaluations by a doctor or other licensed medical professional to determine the nature and extent of your illness or disability. We will not pay for visits which consist primarily or participation in programs of a social, recreational or companionship nature.
- B. Treatment Plan.** The facility where you receive treatment must submit a treatment plan to us for our approval within 10 days after you begin treatment. If a treatment plan is not submitted within 10 days, or if we do not approve the treatment plan, we will not make payments for any visits which take place more than 10 days after you begin treatment.
- C. Number of Out Patient Visits.** We will pay for up to 60 outpatient visits in each calendar year for each person covered under this Plan. We will only pay for one visit per day, except that we will pay for a family therapy visit which takes place on the same day that the person with the alcohol problem has a visit separate from the family visit. If you have family coverage, then up to 20 of the 60 visits to the person with the alcohol problem may be used for family therapy. The family therapy visits may only be used by members of the family who are covered under this Plan. Regardless of the number of covered family members only 20 family therapy visits are available in connection with the treatment of the family member with the alcohol problem. Family therapy consists of the visits described above which include members of your family in order for your family to understand your illness and play a meaningful role in your recovery. Our payment for a family therapy session will be the same amount, regardless of the number of family members who attend the family therapy session.
- D. Facilities Where We Will Pay For Outpatient Treatment.** We will pay for treatment in New York State only if the facility where the outpatient visit takes place is certified by the New York State Division of Alcoholism and Alcohol Abuse to provide an alcohol treatment program. If you receive treatment outside of New York State, the facility must be accredited by the Joint Commission on Accreditation of Hospitals to provide an alcohol and treatment program.

## APPENDIX C

### Health Insurance Benefit Summary

- E. **Our Payments for Outpatient Visits.** Our payments for the outpatient visits depend on whether the facility is a Member facility or a Non-Member facility.

**In a Member Facility.** A Member Facility is any facility which has an agreement with us to provide alcoholism services to persons covered under our contracts. If your visit is in a Member Facility we will pay for the visit in accordance with the terms of our agreement with the Member Facility. You will not have to make any payments. Our payment will be made directly to the facility.

**In a Non-Member Facility.** A Non-Member Facility is a facility which does not have an agreement with us. If your visit is in a Non-Member Facility we will pay you 80 percent of the average payment we make to our Member facilities for the kind of visit you receive. You must pay the difference between our payment and the facilities' charges to you.

APPENDIX C

Health Insurance Benefit Summary

**BLUE SHIELD**

**MEDICAL-SURGICAL BENEFITS**

**"17"**

## APPENDIX C

### Health Insurance Benefit Summary

#### Consultations

**In-Hospital Consultation (per calendar year)  
Per different disability, Limited Exam**

**Per Member, Limited Exam**

**Per Family, Limited Exam**

#### Maternity

**Normal Obstetrical Delivery**

**Caesarean Section Classic (including pre & post natal care)**

**Ectopic Pregnancy Surgical**

**Spontaneous Termination First Trimester**

#### Radiology & Pathology

**Diagnostic X-Rays (out of hospital)**

**Radiation Therapy (out of hospital)**

**Laboratory Services (out of hospital) per calendar year**

**Electrocardiographic Examinations (all types - per calendar year)**

**Special Examinations and Procedures**

**Hemodialysis (acute renal failure) \$75.00 per treatment**

**All payments for the above mentioned services are based on a Schedule of Allowances which vary depending upon the actual procedure performed.**

## APPENDIX C

### Health Insurance Benefit Summary

All payments for the following services are based on a SCHEDULE OF ALLOWANCES which vary depending upon the actual procedure performed.

**Surgical Procedure - Maximum for any one procedure**

**Assistant Surgeon**

**General Anesthesia**

#### Medical Visits

**In-Hospital Medical Visits (when no surgery or maternity is involved)  
365 days**

**1st day for brief initial examination**

**2nd day through 365th day for brief exam each subsequent day**

**Mental & Nervous Disorders - in-patient medical care is limited to 45 days per calendar year.**



## APPENDIX C

### Health Insurance Benefit Summary

**BLUE MEDALLION**

**EXTENDED HEALTH CARE BENEFITS**

## APPENDIX C

### Health Insurance Benefit Summary

#### **Blue Medallion Extended Health Care Benefits Rider**

This program supplements the Basic Hospital and Medical/Surgical coverage provided through Blue Cross-Blue Shield Plans by furnishing additional protection against the expenses of non-occupational illnesses or accidents. This program broadens the Basic Blue Cross-Blue Shield program by extending the days of care for hospitalized illnesses, increasing allowances for basic benefit and providing additional services.

#### **Deductible Amount and Co-Insurance**

The Cash Deductible Amount (varies by program chosen) is the amount the Subscriber pays for Covered Medical Expenses not provided by Basic Coverage before being eligible for reimbursement under the Extended Health Care Benefits Rider. Such Deductible Amount is payable only once in each calendar year. If two or more covered members of a family are injured in the same accident, occurring on or after the effective date of coverage, only one Cash Deductible Amount will apply to expenses incurred as a result of such accident.

For other than a common accident as explained above, there is a separate Cash deductible for each covered member of a family but limited to two Cash deductibles per family per year.

The Coinsurance is the percentage of Covered Medical Expenses in excess of the Deductible Amount which is the responsibility of the Subscriber. The Co-Insurance is 20% of the first \$2,000.00 of covered medical expenses. After \$2,000.00 of covered medical expenses is incurred, in a calendar year, expenses will be reimbursed at 100% of the reasonable charge to the end of the same calendar year.

#### **Carry-Over Deductible Credit**

If a Subscriber was insured under any other group Major Medical/Extended Health Care Benefits Rider issued to the employer immediately preceding the effective date of this Rider, then charges for Covered Medical Expenses incurred by the Subscriber from the beginning of the calendar year immediately prior to the effective date of this Rider shall be applied to satisfy all or any portion of the Deductible applicable to calendar year commencing on the effective date of this Rider. We will have no liability to pay any percentage of the amount of Covered Medical Expenses incurred prior to the effective date of this Rider.

#### **Maximum**

The \$1,000,000 Maximum is the maximum allowance under Extended Health Care Benefits Rider during a single Calendar Year and per lifetime, per member.

## APPENDIX C

### Health Insurance Benefit Summary

#### **Extended Health Care Benefits**

**Covered Medical Expenses** include reasonable charges incurred for the following services when performed or prescribed by a duly licensed Doctor only when we determine these services are medically necessary for the treatment of care of the condition, disease or ailment and when these services are in excess of Basic Blue Cross-Blue Shield Coverage.

1. Services of Doctors for medical and for surgical care, in a hospital, in the home and in the Doctors office.
2. Inpatient hospital services as described in the basic hospital services contract except that we will pay an additional \$10.00 per day, when confined in a private room.
3. Blood transfusions, including the cost of blood and blood plasma.
4. Diagnostic x-rays and other radiology services.
5. Laboratory and Pathology tests.
6. Cardiographic, encephalographic and radioisotope tests.
7. Physical, Radiation and Speech Therapy.
8. Chemotherapy.
9. Prescription Drugs and injectable insulin (unless your group carries the Blue Cross Prescription Drug Card Program).
10. Kidney Dialysis.
11. Services of an actively practicing nurse-750 hours per calendar year per member.
  - (a) in a hospital, a registered professional nurse (R.N.) or a licensed practical nurse (LPN);
  - (b) outside a hospital, a registered professional nurse (R.N.)
12. Rental or purchase of durable medical equipment required for temporary use of restorative purposes.
13. Professional ground ambulance services used locally to or from a hospital when related to Inpatient care; or for Outpatient care for accidental bodily injury.
14. Prosthetic Devices, when prescribed by a Doctor to relieve or correct a condition caused by an injury or illness.

## APPENDIX C

### Health Insurance Benefit Summary

#### **Blue Medallion Extended Health Care Benefits Rider** **Continued**

15. Home Health Care service benefits as described in the basic hospital service contract limited to an additionally forty home care visits per calendar year, per member.

16. Mental Disorders-Hospital Treatment-90 days per calendar year in an acute care general hospital supplementing basic plan days.

This benefit is for treatment received as an inpatient in an institution having full hospital facilities but which primarily does not provide treatment for Mental Disorders.

17. Mental Disorders Out-of-Hospital with Special Limits.

**Outpatient Care-** out-patient department of a hospital or outside a hospital.

**Reimbursement/Limitations:** We will pay 80% of each \$25 doctor's visit. Limited to a \$1,000 calendar year benefit. Benefits are included in the lifetime Major Medical maximum of \$1,000,000.

**NOTE:** Outpatient mental, nervous or emotional disorder benefits are not subject to the coinsurance provisions of this Rider.

18. **Vision Care**

The maximum allowance on eligible expenses for eye examinations and optical services are reflected below:

Examinations	\$28.00 for one such examination per member, per 12 month period.
Frames, per member, per 24 month period	\$ 12.00
Lenses (Per Pair) per member, per 12 month period	
Single Vision	\$ 14.40
Bifocal (Single)	\$ 26.40
Bifocal (Double)	\$ 50.40
Trifocal	\$ 38.40
Lenticular including Aspheric	\$112.00
Contact	\$112.00

We will only pay for contact lenses when vision is not correctable to 20/70 with regular lenses. We will never pay for sunglasses, even if prescribed by a doctor.

**NOTE:** Vision Care benefits are not subject to the co-insurance provisions of this Rider.

19. **Chiropractic Care**

## APPENDIX C

### Health Insurance Benefit Summary

#### **Exclusions**

In addition to the exclusions as described in the Basic Blue Cross-Blue Shield Contracts, coverage will not be provided for:

1. Services rendered or admission to a Hospital before the effective date of coverage under this rider.
2. Services if the services is furnished without charge or would usually be furnished without charge.
3. Routine or periodic physical or screening examinations unless otherwise listed as a covered expense.
4. Services which we determine, in our sole judgement, were not medically necessary for proper medical care or treatment.
5. Services or procedures we do not recognize as accepted medical practice or we determine has no proven medical value.
6. Dental Services.
7. Hearing aids, or the examinations for their prescription or fitting.
8. Treatment or services in connection with transsexual surgery.
9. Service which is primarily for rehabilitation from Alcoholism or Substance Abuse.
10. Treatment or services in connection with artificial insemination.
11. Occupational, Activity, and Respiratory Therapy.

## APPENDIX C

### Health Insurance Benefit Summary

#### **The Cost of Medical Coverage is Everyone's Responsibility**

The rising cost of health care has become a national concern. You as a Subscriber of a Blue Cross-Blue Shield program have an opportunity to help keep costs down by following these simple steps:

1. Do not demand services that you do not need. Seek the advice of and listen to your physician. Remember, unless the care you receive is medically necessary, your program may not pay the bill.
2. Do not submit bills for reimbursement that you know are not covered by your program.
3. Take the time to submit bills correctly with all pertinent information.
4. Use outpatient services whenever they can be substituted for in-hospital care. Read your benefit brochures for an explanation of the following cost-saving programs: Pre-Admission Testing, Home Care, Second Surgical Opinion, Same Day or Outpatient Surgery.
5. Take care of yourself, follow the rules of good health:
  - a. Get the proper amount of rest that your body requires.
  - b. Eat Right - the medical complications of excess weight and improper diet are well known to all of us.
  - c. Exercise and recreation can be combined to give you a healthier body and mind.
  - d. Avoid stress and the excessive use of tobacco and alcohol, all of which may be detrimental to your health.
  - e. Consult your physician on diet and exercise so as to receive a medically sound program.

*Together we can go a long way towards reducing costs. With all of us helping each of us, we'll do just fine.*

# APPENDIX D

## Employee Anniversary Date Notification Form

Employee Name: (Last, First, Middle Initial)

\_\_\_\_\_

Official Date of Hire:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Month

Day

Year

Longevity Anniversary Year (Circle One):

5

10

15

20

Date of Anniversary:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Month

Day

Year

Certification: I hereby request a longevity increase for the date of anniversary specified above. I understand that the longevity increase will be added to the pay following my anniversary date as per Article 17.4 of the Agreement between the Superintendent and the SC Support Staff Association. I also understand that this form is not required, however its content will alert the Business Office to a possible change in my salary.

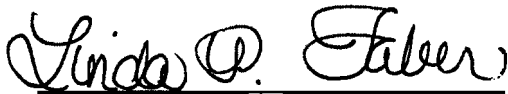
Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Official Action On Request: ☐ Approved ☐ Approved as Amended ☐ Disapproved  
(If disapproved, give reason/comment)

If approved: First added to payroll dated: \_\_\_\_\_  
Month Day Year

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement for the period of July 1, 2008 to June 30, 2013  
as negotiated becomes the successor to the 2003-2008 agreement.



Linda P. Taber,  
President  
Sandy Creek Support  
Staff Association

October 2, 2008  
Date



Stewart R. Amell,  
Superintendent  
Sandy Creek Central  
School District

October 2, 2008  
Date

Sworn to before me this 2<sup>nd</sup> day  
of October, 2008.



Notary Public

**LORI L. KREBS**  
"Notary Public in the State of New York"  
Qualified in Oswego County  
Reg. No. 01KR6034285  
My commission expires December 8, 2009



