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CONTRACTUAL AGREEMENT  
BETWEEN  
GARRISON UNION FREE SCHOOL DISTRICT  
AND  
GARRISON SCHOOL-RELATED PERSONNEL

JULY 1, 2012 - JUNE 30, 2014

*13 employees*

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## **ARTICLE I: RECOGNITION**

The Garrison Union Free School District, hereinafter the Board, has recognized the Garrison Teachers' Association, hereinafter GTA, as the exclusive bargaining representative of the Garrison School Related Personnel, including bus drivers, bus drivers/custodians, bus monitors/teacher aides, maintenance workers/bus drivers (10 month employees), cleaners, clerical workers, office assistants (10 month employees) and part-time non-instructional employees regularly scheduled to work a minimum of 20 hours per week and excluding part-time non-instructional employees regularly scheduled to work fewer than 20 hours per week, temporary employees, seasonal employees, per diem substitutes, and managerial/confidential employees.

## **ARTICLE II: DURATION AND SCOPE OF AGREEMENT**

A. This Agreement shall be effective July 1, 2012 and continue through June 30, 2014. It may be altered, added to, deleted from, or modified only by the voluntary consent of the parties in a written and signed memorandum.

1. It shall be the prerogative of the District to institute new practices concerning matters not covered by this Agreement, which matters shall not be subject to negotiation during this Agreement. No policy undertaken pursuant to the Article shall alter wages, hours or conditions of work as set forth in this Agreement.

2. All District practices and policies relating to collective bargaining subjects, which have not been altered or changed by this Agreement, shall remain in full force and effect.

3. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

## **ARTICLE III: GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, the orderly settlements of differences in a fair and equitable manner. Both parties agree that proceedings shall be kept as informal and confidential as is appropriate.

### **B. Representation**

The Association shall have the exclusive right to represent School Related Personnel under this Agreement.

**C. Definitions**

1. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this contract.
2. A “party of interest” is the person making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term “Days” when used in this Article shall mean working school days.

**D. Time Limits**

1. The aggrieved party, or the Association where Association rights are violated, shall institute a grievance within thirty (30) days of the date upon which the aggrieved party of Association knew or should have known of the act or condition upon which the grievance was based.
2. The number of days indicated at each step should be considered as a maximum, and every effort should be made to settle grievances in the shortest time possible.

The time limits specified for either party may be, however, extended by mutual agreement.

3. If a decision on a grievance is not appealed to the next step of the procedure within the time specified, the grievance will be deemed settled on the basis of the disposition at the preceding step.
4. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and the association within the specified time limit shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.

**E. Steps of Grievance**

1.A. Before instituting a grievance, the aggrieved party shall notify the Association Grievance Committee as to the nature of the grievance. The Grievance Committee reserves the right to reject any grievance which it considers unsuitable for further action on its part.

1.B. Grievances shall be filed in writing and shall contain a clear and concise statement of the facts surrounding the alleged violation.

2. Step 1: Superintendent of Schools

The aggrieved party shall submit the grievance to the Superintendent of Schools who shall then review the merits of the grievance and render a determination in writing within six (6) days.

3. Step 2: Board of Education

If the Superintendent of Schools' determination fails to resolve the situation, either the Board of Education or the Association shall have the right to request within six (6) days of the Superintendent of Schools' determination, a hearing between the two parties. This hearing shall be held at least three (3) days prior to the next regularly scheduled Board Meeting to allow the Board to review the merits of the grievance, and render a written determination within ten (10) days. In the event that no such request is made, the Association grievance may proceed immediately to arbitration as provided in Step 3 below.

4. Step 3: Arbitration

- a. If either the Board or the Association elects to proceed to a Board hearing, and if the decision of the Board of Education is not satisfactory to the aggrieved party or the Association, the Association may, within ten (10) days of the receipt of the Board's decision, submit the grievance to arbitration pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association.
- b. Demands for arbitration, filed pursuant to the above, shall only be filed by the Association.
- c. The decision of the arbitrator will be accepted as final and binding by the parties.
- d. The costs of any arbitration shall be shared equally between the Board and the Association.

**ARTICLE IV: DUES, DEDUCTION AND AGENCY SHOP FEE DEDUCTION**

**A. Dues Deduction**

1. Upon receipt of written authorization, the Garrison Union Free School District shall deduct from the salaries of members of the Association all authorized dues.

2. By September 20<sup>th</sup> each year, the Association shall certify to the Board in writing the current rate of individual membership dues to be deducted.

3. Deductions referred to in Section 1 above, shall be made in the following manner: The total annual membership dues certified as mentioned as above shall be deducted in twenty (20) or twenty-six (26) equal installments beginning with the second pay period of the school year.

4. Following each pay period from which a dues deduction is made, the Board shall transmit the amount so deducted to the Association.

**B. Agency Shop Fee Deduction**

1. The Board of Education of the Garrison Union Free School shall deduct from the wage or salary of employees in the bargaining unit described in Article I above who are not members of the Garrison Teachers' Association the amount equivalent to the dues levied by the Garrison Teachers' Association and shall transmit the sum so deducted to the Garrison School Related Personnel Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Garrison Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Garrison Teachers' Association maintains such procedure.

2. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

**ARTICLE V: NEGOTIATION PROCEDURE**

A. The District and the Association agree to mutually present all their demands on or before February 1 of the calendar year in which the Agreement expires.

B. All proposals made by either party shall be confidential, and neither party shall release any information concerning its proposals or the contents of meetings to any news media except by mutual consent.

C. Negotiations shall take place only after work hours.

**ARTICLE VI: WORK WEEK AND WORK YEAR**

**A. Twelve Month Custodial Employees**

A twelve-month custodial employee is an employee who is regularly scheduled to work a 40-hour week, twelve months a year. Time worked over 40 hours in a week will be compensated for at a rate of one and one-half (1½) times the regular hourly rate. The work year shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup>. No less than one-half (½) hour will be permitted for unpaid lunch. Custodians/cleaners/bus drivers may be 12-month employees.

**B. Twelve Month Clerical Employees**

A twelve-month clerical employee is an employee who is regularly scheduled to work a 37.5 hour week. Time worked over 40 hours in a week will be compensated for at a rate of one and one-half (1½) times the regular hourly rate. The work year shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup>. No less than one-half (½) hour will be permitted for unpaid lunch.



**C. Ten Month Clerical Employees**

A 10-month clerical employee is an employee who is regularly scheduled to work thirty-seven and one-half (37½) hours a week, from September 1 to June 30. Time worked over 40 hours a week will be compensated for at the rate of one and one-half (1½) the regular hourly rate. Ten month clerical workers will work seven and one-half (7½) hours a day, one-half (½) hour for lunch included in that period.

**D.** Teacher Aides will work on the Teachers' school day/calendar.

**E. Ten Month Custodial Employees**

A 10-month custodial employee is an employee who is regularly scheduled to work forty (40) hours a week, from September 1 to June 30. Time worked over 40 hours a week will be compensated for at the rate of one and one-half (1½) the regular hourly rate. Ten month custodial workers will work eight (8) hours a day, one-half (1/2) hour for lunch included in that period.

**F.** In the event of an emergency school closing, any employee required to work will be compensated at one and one-half (1½) times his/her regular hourly rate, but only for the hours actually worked. Employees will be assigned on a rotating basis.

**G.** Except as provided below, employees in this unit working an extra duty per the teacher contract will be paid in accordance with the extra duty schedule. It is agreed that the stipends for curriculum development, staff development, home instruction, extra period pay and testing facilitator/data coordinator, shall not apply to members of this unit. For overnight trips and trips exceeding 6 hours beyond the regular school day bargaining unit members shall receive the stipend, but not overtime pay.

**ARTICLE VII: LEAVE PLANS**

**A. Definitions**

1. Leave: Approved absence from school.

2. Immediate Family: Parents and parents-in-law, grandparents, children and grandchildren, brothers and sisters and their spouses, spouse or relatives living in the immediate household. The Superintendent may approve an extension of this category under special circumstances.

3. Extended Family: Aunts, uncles, nephews, nieces and cousins. The Superintendent may approve an extension of this category under special circumstances.

**B. Sick Leave**

1. Effective July 1 of each year of this Agreement, each unit member will be credited with thirteen (13) days of leave of absence with pay for personal illness, cumulative to

one hundred eighty (180) sick leave days.

2. All unit members shall be required to submit an illness report, which is to be filed with the Superintendent, after each absence from school due to illness. For extended illnesses, a medical report shall be filed with the District by the fifth (5<sup>th</sup>) consecutive school day of absence.

3. All unit members shall be required to submit a medical certificate establishing their ability to return to full-time, without restriction, after an extended illness.

4. Part-time unit members shall be entitled to that portion of leave, which corresponds to the portion of a normal full work year for which they are employed.

5. Upon retirement from the District, unit members will be reimbursed for unused sick leave as follows:

1 - 120 days	\$15
121-140 days	\$30
141-160 days	\$45
161-180 days	\$60

### **C. Joint Sick Leave Bank Procedures**

1. Participation: All members of the Garrison teaching and teaching assistant staff covered by the Teachers' collective bargaining agreement and all non-instructional employees covered by the Garrison School Related Personnel ("SRP") collective bargaining agreement, will participate in the Joint Sick Leave Bank ("Bank").

2. Definition: The number of teachers and teaching assistants of the Garrison teaching staff equals the number of full-time staff members plus the sum of the fractions of the time worked by part-time teachers and teaching assistants covered by the Teachers' collective bargaining agreement. The number of Garrison SRP employees equals the number of full-time SRP employees plus the sum of the fractions of the time worked by the part-time SRP employees covered by the SRP collective bargaining agreement.

3. Maximum Number of Bank Days: The maximum number of sick bank leave days accumulated shall not exceed 10X days, where X= the number of teachers and teaching assistants on the Garrison teaching staff plus the number of SRP employees.

4. Maximum Utilization:

a. The maximum number of sick bank days that a teacher, teaching assistant or SRP employee who has exhausted personal sick leave days may utilize in any school year shall be one hundred (100) days.

b. The maximum number of days that a part-time teacher, teaching assistant or SRP employee who has exhausted personal sick leave days may utilize in any school year shall be that portion of the yearly schedule set forth in (a) above which corresponds to the portion of a normal full-work year for which they are employed. For part-time teachers, part-time teaching assistants and part-time SRP employees, days shall be calculated to the nearest hundredth.

5. Re-accumulation After Use:

a. When the utilization depletes the Bank by a number of days equal to the number of teachers and teaching assistants on the Garrison teaching staff plus the number of SRP employees, each teacher, teaching assistant and SRP employee will contribute one (1) sick leave day (full or fractional) as normally worked to the Bank. This mandatory re-accumulation shall be utilized only once in that school year.

b. In the event that utilization of the Bank in any school year depletes the number of days beyond a number of days equal to the number of teachers, teaching assistants and SRP employees in the Garrison Union Free School District, each teacher, teaching assistant and SRP employee may voluntarily contribute no more than two (2) additional sick leave days to the Bank in that school year.

c. In the event that neither 5a nor 5b above brings the Bank accumulation to the 10X Bank days, teachers, teaching assistants and SRP employees shall contribute one (1) sick leave day in the next school year and every school year thereafter until the Bank's accumulation reaches 10X days.

d. If a teacher, teaching assistant or SRP employee does not have a sick leave day to contribute to the mandatory re-accumulation, that teacher, teaching assistant or SRP employee shall be required to contribute that one day in the succeeding year.

6. Dissolution: In the event that the Bank is dissolved, the Garrison Teachers' Association shall recommend a method to the Board of Education by which the sick leave days remaining in the bank shall be divided among the current teaching staff, teaching assistants and SRP employees. The Board of Education shall ultimately be responsible and will distribute the days.

7. Joint Sick Leave Bank Committee:

a. A Joint Sick Leave Bank Committee shall be created and shall consist of two (2) members appointed by the Association, and two (2) members appointed by the Board of Education.

b. The Bank Committee shall:

1. Establish procedures for the maintenance of appropriate records of the Bank;

2. Establish application procedures for the utilization of the Bank days;
3. Establish procedures for the periodic review of the status of teachers, teaching assistants and SRP employees utilizing sick bank leave days;
4. Administer re-accumulation when necessary as defined in 5a-d above;
5. Do all the other things necessary to insure the proper functioning of the Bank;
6. Eligibility Requirements:
  - a. Applicants for the Bank days shall have exhausted personal sick leave days.
  - b. Applicants shall have a serious physical/mental injury or illness requiring long periods of medical care.
  - c. The Bank is not intended to cover disability due to minor chronic illness, nor is it intended to cover treatment that can be postponed until a period when school is not in session.

**D. Non-Cumulative Leave**

1. Death in the Immediate Family: Leave with pay for each death shall be granted for the first six (6) school days of such absence.

2. Death in the Extended Family: Leave with pay for each death shall be granted for the first three (3) school days of such absence.

3. Sickness in the Unit Member's Immediate Family: Leave with pay shall be granted not to exceed five (5) days per year.

4. Religious Observances: Leave with pay shall be granted not to exceed four (4) days a year.

5. Personal Leave:

a. Upon approval by the Superintendent of Schools, personal leave with pay shall be granted not to exceed three (3) days per year. Request for such leave shall be acted upon as soon as possible.

b. Personal leave is to be used for urgent personal matters, which cannot be resolved outside of the unit member's regular working hours.

c. Except in an emergency, the unit member shall submit to the Superintendent of Schools a request for personal leave, in writing, stating the reason at least two (2) days in advance of the leave. As soon as the unit member returns from an emergency personal leave, he/she will complete the paperwork necessary to keep an accurate accounting of such leave.

d. Personal leave is to be taken in one-half (½) day lengths or in a multiple thereof. Therefore, for example, personal leave cannot be taken for only one hour.

e. Unused personal leave shall be added to accumulated sick leave up to the maximum accumulation.

6. Attendance in Court: Leave with pay shall be granted for legally required attendance in court not to exceed six (6) days a year.

7. Jury Duty: The District will pay unit members a full day's pay while on jury duty. Part-time employees will receive their part-time day's pay. Unit members will assign to the District moneys paid for jury duty service (not travel or food moneys).

#### **E. Extended Leave**

1. Maternity/Child Care Leave shall conform to all existing laws, rules and regulations.

2. Maternity/Child Care Leave: The District shall grant up to two (2) years maternity/child care leave without pay to unit members upon request.

Requests for such leave shall be made as early as possible before the leave is to commence.

Leave shall commence either prior to birth or within sixty (60) days after the conclusion of any disability due to pregnancy or at the adoption (actual custody) of a child.

Leave shall continue for the duration of the school year in which such leave commences and, at the option of the employee, may extend for another year. Requests for child-care leave shall be made in writing one hundred twenty (120) days prior to commencement of leave. Notification of intent to extend the leave for the succeeding year must be received in writing by March 1<sup>st</sup> prior to the extension year requested. In the event March 1<sup>st</sup> falls before the birth of the child, notification of intent to extend leave for another full year must be received in writing six (6) weeks after the birth of the child or actual custody of a child in case of adoption. Said leave may be further extended by mutual agreement.

The employer may, upon request of the unit member, terminate said leave earlier than described above.

3. Military Leave: Military leave shall be granted in accordance with Section 243 of the New York State Military Law.

#### **F. Notification of Intent Upon Termination of Leave**

1. In all long term leaves (maternity/child care) the unit member granted leave must notify the District in writing of her intent to return or not to return by April 1 of the year in which

the leave expires.

2. In cases where the leave expires during the school year, the Unit Member on leave must give ninety (90) days notice of his/her intentions.

## **ARTICLE VIII: PERSONNEL FILES AND COMPLAINTS**

### **A. Personnel File**

1. Any unit member shall have the right to examine his/her own personnel file and to review and answer any materials placed therein. Nothing shall be placed in a unit member's file without a copy being received by the unit member and an opportunity for the unit member to make a written comment, which shall, upon request, be appended to such material. The Superintendent of Schools, or his or her designee, will log into the file the date each item was provided to the unit member with the initial of the person doing so.

2. This right shall not include permission for a unit member to see confidential material forwarded by a former employer, educational institution or letters of recommendation.

3. Any written record made or oral complaints from outside or within the school system relative to a unit member's employment service, conduct, character, or personality, which is considered by the Superintendent to be unworthy of consideration, shall not be placed in the unit member's personnel file, nor shall it be kept in any other file.

4. A unit member interested in reviewing his own file shall submit a request in writing. Requests shall be honored except where administrative personnel are not available. In that event, it shall take place no later than one (1) school day after the request has been submitted. The unit member shall be entitled to Association representation at any time the unit member reviews a file.

5. Information shall be placed in the unit member's personnel file at the discretion of the Superintendent and/or a majority of the Board of Education.

## **ARTICLE IX: EVALUATION AND DISCIPLINE**

Evaluations are to be made at least once a year, by June 30<sup>th</sup> of the school year, and in writing by the Superintendent or his or her designee.

Where the school district seeks to impose discipline on an employee but is not seeking to terminate employee, the employee regardless of his or her civil service status shall be entitled to the rights set forth in civil service laws section 75. Where the school district seeks to impose the penalty of termination, a notice of intent to terminate including the reason therefore will be served on the employee. The employee, regardless of civil service status shall be entitled to a just cause arbitration and shall initiate arbitration procedure by filing a demand for arbitration within 10 days of receipt of the notice of intent to terminate.

The arbitrator shall determine if termination is appropriate and may, in the alternative, impose a lesser penalty or no penalty.

#### **ARTICLE X: LEGAL COUNSEL**

The District shall provide legal counsel to defend any claim brought against a unit member for action engaged in by the unit member within the scope of his/her authority provided that the unit member provides the District with the Summons, Claim or Complaint within ten (10) days of its service upon the unit member as provided by law.

#### **ARTICLE XI: HOLIDAYS**

1. Double time will be paid for work on the following days: New Year's Day, President's Day, Independence Day, Martin Luther King Jr. Day, Thanksgiving Day, Columbus Day, Memorial Day, Labor Day, Veterans Day, Christmas Day
2. Time and one-half will be paid for work during additional holidays: Day After Thanksgiving, Day before Christmas, Day After Christmas, Good Friday and one (1) floating holiday in lieu of Election Day, chosen by the employee and which must be approved by the Superintendent.
3. There shall be one additional floating holiday in those years when school is closed for one or more Jewish holidays.

#### **ARTICLE XII: VACATION**

Vacation time shall apply to twelve-month employees as follows:\*

After 12 months (or the completion of the 10-month school year of employment 9/1 to 6/30)**	/ 2 weeks vacation
After 60 months	/ 3 weeks vacation
After 120 months	/ 4 weeks vacation

\*Scheduling of vacation time is subject to approval.

\*\*Employment after October of any year may necessitate a 12 month waiting period.

#### **ARTICLE XIII: JOB SECURITY**

Lay-offs are to follow Civil Service Rules. Superintendent will compile a seniority list annually.

#### **ARTICLE XIV: BARGAINING UNIT PRIVILEGES**

A representative of the Association will be free to attend Garrison Teacher Association Meetings with the provision that if that representative is a bus driver, then such attendance can take place only upon completion of his or her bus duties.

**ARTICLE XV: SALARY AND OUT OF TITLE WORK**

A unit member is entitled to higher rate in higher classification after ten (10) workdays per contract year in the higher classification.

**A. Compensation**

1. The salary for the Office Assistant, for the 2012-13 school year shall be \$25,000. Effective July 1 of these school years, salaries of bargaining unit members shall be increased by the following percentages:

For the 2012-13 school year:

Employees with salaries up to \$29,999 (except the Office Assistant) - 1.5%

Employees with salaries of \$30,000 or more - 1%

For the 2013-14 school year (including the Office Assistant): - 1.5%

2. \*The 2007-08 base salary for the following job titles are as follows:

<u>Title</u>	<u>School Year</u>	<u>Base Salary</u>
Bus Driver/ Custodial Worker-	2007-08	\$30,397
Teacher Aide -	2007-08	\$19,459
Cleaner -	2007-08	\$29,808
Secretary to the Principal -	2007-08	\$34,771
Account Clerk-	2007-08	\$35,502

\*Except for the 2007-08 school year, the above base salaries will be increased by the percentages listed above for each succeeding year of this agreement up to 2014.

\*\*NOTE: These salaries are subject to renegotiation and do not automatically increase beyond 2013-14.

3. Longevity

At the completion of the following years of consecutive, full time service, employees will receive the following longevity payments, which shall be added to their base salary:

After 5 years of service	-	\$ 400
After 10 years of service	-	\$ 800



After 15 years of service	-	\$1,200
After 20 years of service	-	\$1,600
After 25 years of service	-	\$2,000

Longevity shall be pro-rated for part time employees.

- The unit members in each of the following categories who did not receive a parity increase for the 2007-2008 school year, shall receive a one time bonus, not added to their base salaries, in the following amounts:

Secretary to the Principal	-	\$1,500
Account Clerk	-	\$1,500
Cleaner	-	\$1,125
Teacher Aide	-	\$ 750

- Effective July 1, 2008, members of the Buildings & Grounds and Transportation Department who obtain and maintain a school bus driver's license ("19A") shall be given an annual stipend of \$1,500 and may be assigned to drive a school bus run at any time by the District.
- The District retains the right to hire new employees and to determine their starting salary, which shall not be less than the base salary set forth in Article XV(A)(2) of this agreement.

**B. Promotion**

Promotional opportunities will be posted. Present employees will be given preference provided that they have qualifications equal to those who are not present employees and the Superintendent deems it in the best interest of the District to recommend their appointment.

**ARTICLE XVI: SRP BENEFITS**

**A. Health Insurance**

- Employees who participate in the District sponsored health insurance plans shall contribute the following percentage of the premiums for family or individual plans as chosen by them, effective on July 1 of the following school years:

2012-13	9.25%
2013-14	9.75%

The District shall pay the remaining premium amounts, except that HMO payments will not exceed the cost of the District's plan.

- Association members who retire with 15 or more years of "cumulative", continuous District service immediately prior to retirement, shall pay 6% of the premium of the plan chosen. Service shall be accumulated based upon the

employee's full time equivalent ("FTE") status. For example, a .5 FTE employee shall receive .5 years of service credit; a .7 FTE employee shall receive .7 years of service credit. The retiree may remain in the health insurance program as long as these benefits are the primary source of coverage for the retiree. At age 65, Medicare will become the primary provider and the health insurance policy in effect and the District the secondary provider.

3. Should the Consortium cease to exist, numbers one (1) and two (2) above would remain in effect with a new health plan offered by the district. The benefits of the new plan would be equal to those now offered by the District through the Consortium.
4. All new part-time hirees (greater than twenty (20) hours) whose employment is to commence after July 1, 1990 will have only that portion of their health insurance benefit paid in relationship to the portion of the school day actually worked by the employee, i.e., work half days, only 50% of the 100% will be paid by the Garrison Union Free School District, with the remainder paid by the employee.
5. Members of the Garrison Union Free School District's School Related Personnel Bargaining Unit may, at their own option, withdraw from the District's health insurance plan. He/she shall receive cash payment equal to the following schedule:
  - a. Reducing coverage from individual coverage to no coverage.  
\$700
  - b. Reducing coverage from family coverage to individual coverage.  
\$890
  - c. Reducing coverage from family coverage to no coverage.  
\$1500

The payment will be made in two installments. The first installment will be included in the last paycheck received in January, and the second installment will be included in the last paycheck received in June. These payments will be made for each year that the unit members elect this option.

The employee must notify the district by May 30<sup>th</sup> if he/she wants to withdraw from the health insurance plan. A unit member who has withdrawn from the plan may re-enter the health insurance plan at any time if such an extreme emergency exists in the family's health coverage situation to warrant such re-entry. Otherwise, opting out and re-entering will be on a school-year basis only. Such notification, of an emergency nature, shall be in writing presented to the Superintendent of Schools. Coverage shall become effective on the first day of the next month following the written notification, and approved by the Board of Education. In the case of re-entry, payments made for the time withdrawn from the plan will be pro-rated.

**B. Dental Optical Plan and Life Insurance Benefits - Welfare Fund**

**1. Purpose**

A Welfare Fund administered by the Association shall be created. The District shall contribute the amounts listed below per employee according to the following schedule:

July 1	25%
October 1	25%
January 1	25%
April 1	25%

No moneys shall be released until the District is in receipt of documents demonstrating that the fund has been established and filed in accordance with the law. The purpose of the fund shall be to provide dental, optical and life insurance coverage to all employees and no portion of the moneys in the fund shall be used to defray or cover expenses incurred by members in the defense of actions brought against them by the district.

**2. Additional Payment**

The District shall contribute the following amounts, per employee, in the following years, subject to the schedule set forth above:

2012-13	\$1,400
2013-14	\$1,400

An annual audit of the Fund shall be provided to the District within 30 days of the close of the Fund's fiscal year.

**3. District Responsibility**

The District's only responsibility shall be to transmit the moneys to the trustee of the fund, and the District shall not be responsible for the benefits provided for the employee through the fund, or for any of the insurance coverage purchased thereafter.

Any other District employee not covered by this agreement may participate in this provision.

**C. IRC PLAN**

The District will maintain the IRC Section 125 Plan with Preferred Group Plans Inc. The maximum deduction for out of pocket expenses shall be governed by IRS regulations.

ARTICLE XVII: MISCELLANEOUS

A. Any individual arrangement, agreement or contract between the Board or an individual SRP heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms or subsequent agreements to be executed by the parties.

B. If any provision of this contract shall be held to be invalid, such holding shall not affect the validity of the remaining parts of this contract, which shall continue in full force and effect.


C. 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.

D. Sufficient copies of this Agreement shall be printed at the expense of the Board and shall be given to all SRP's currently or hereinafter employed by the Board. Prospective employees shall receive a copy of the contract prior to their acceptance of the position.

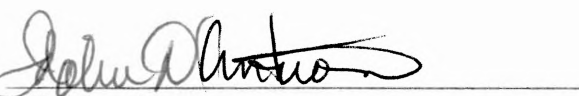
E. This Agreement shall be binding upon the parties hereto and their respective successors and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

GARRISON UNION FREE SCHOOL DISTRICT

  
\_\_\_\_\_  
Board of Education President

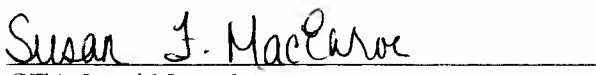
Apr 28, 2013  
Date

  
\_\_\_\_\_  
GTA President

August 21, 2013  
Date

  
\_\_\_\_\_  
Superintendent

August 21, 2013  
Date

  
\_\_\_\_\_  
GTA Lead Negotiator

August 21, 2013  
Date