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#### **Contract Database Metadata Elements**

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**GREECE CENTRAL SCHOOL DISTRICT**

**TOWN OF GREECE, N.Y.**

AGREEMENT BETWEEN

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Greece Central School District  
Town of Greece, N.Y.  
and  
Greece United Support Staff

January 1, 2013 – December 31, 2017

*Student Learning Is The Goal*

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## **PREAMBLE**

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

## **ARTICLE I DURATION**

This agreement shall be effective as of January 1, 2013 and continue in full force and effect until December 31, 2017.

## **ARTICLE II NONDISCRIMINATION**

No employee in this unit shall be discriminated against because of age, race, creed, color, national origin, marital status, disability, sex, or religion, nor will the District discriminate against any such employee because of his or her membership in the Union or because of any action of such employee on any committee of the Union or any action on behalf of the Union.

## **ARTICLE III RECOGNITION**

- A.** The Board of Education of Greece Central School District recognizes the Association as the exclusive organization representing the administrative and supervisory personnel in civil service positions designated in Exhibit A.

Exhibit A shall be updated and agreed to by all parties prior to the signing of this agreement. When agreed to by the Superintendent and Association President, Exhibit A shall be amended by District Representatives any time a new title is established, pay grade modified or position adjusted.
- B.** The District and the Association acknowledge that certain unit members are appointed to Civil Service titles that are recognized titles within other collective bargaining units of District employees. For the purpose of unit placement of individuals within the unit represented by the Association, the District recognizes the internal District title, rather than any inconsistent Civil Service Title, as controlling for any incumbent unit member as of January 1, 2005.

- C. Whenever the District intends to establish a new job title that it proposes to include in the unit represented by the Association, the District will give notice of the intended posting to the Association before posting the job title as a unit position. The purpose of this notice is to give the Association an opportunity to consult with the District on the appropriateness of including the new job title in the unit. Inclusion of the new job title in the unit will require the Association's consent. Lack of the Association's consent will in no way impede the District's right to establish, post, and fill a new job title, including establishing initial salary grade, provided that the District does not post the new job title as a unit position. The parties shall review titles and have a third party evaluate the titles to ensure the functions and responsibilities of the titles are accurate.
- D. The Association accepts the responsibilities imposed upon it by the provisions of said Article 14 of the Civil Service law as amended.

**ARTICLE IV  
MODIFICATION OF AGREEMENT**

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

**ARTICLE V  
ASSOCIATION RIGHTS**

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

**A. Release Time**

Release time shall not be unreasonably denied. When requested to meet with the Superintendent or designated representative of the District, the Association President or designee shall be granted release time to attend this meeting

The District shall permit the President of the Association or his or her designee reasonable time in which to carry out those functions of the Association which must be taken care of during the school day. The President of the Association has

the right to visit members to investigate working conditions, complaints or problems, or for other purposes relating to the Association's affairs. The Association President or his or her designee shall be permitted release time for conducting Association business for which prior reasonable notice shall be given.

**B. Conferences**

The superintendent shall allow duly authorized representatives of the Association to attend a conference of up to four (4) days duration providing the conference relates to the purpose of the Association. Release time shall be granted without loss of pay or use of entitlements.

**C. Use Of Facilities**

The Association shall have the right to use designated bulletin boards within each District building. The Association shall be permitted reasonable use of District facilities for the purpose of meetings to conduct Association business. Such use will be provided at no cost to the Association and will be made in accord with established procedures.

**D. Access To Information**

The District and Association shall each comply with all reasonable requests by the other for information, statistics and records which may be necessary for planning of Association Agreements, programs, policies and negotiations.

**ARTICLE VI  
DUES DEDUCTIONS**

The District agrees to deduct from the salary of unit members, membership dues in GUSS, as the individual employee individually and voluntarily shall authorize the District to deduct and to transmit the moneys thus deducted to the Association.

Authorizations for such deductions shall be in writing on a District approved form provided by the Association and signed by the individual. Such properly executed authorization shall be submitted to the District's Business Office and placed on file.

In accordance with District payroll procedures and requirements, authorized dues deductions shall be made in equal amounts commencing on a date agreed upon by the Association and the Superintendent.

The Association will protect, defend, indemnify and hold the District and its agents harmless from any and all claims, damages, and liability which may occur from implementing this article.

## **ARTICLE VII PROTECTION**

The following procedure shall be used in lieu of Civil Service Law §§75 and 76 and shall constitute a waiver by the employee and the Association to pursue any other remedy before any court, administrator, state or federal agency for all employees. This procedure shall not preclude the parties from meeting at any time to settle differences short of a hearing.

### **A. Unit Member**

All unit members who have completed 12 months of service in a job title represented by the Association who become a permanent employee are entitled to the disciplinary procedures set forth in Paragraphs B. and C. below. Provisional Employee cases shall be reviewed and determined on an individual basis. This provision excludes employees who are provisional or still in their probationary period who have not been previously represented by the unit (e.g. new hires).

### **B. General Disciplinary Procedure**

1. The Employer recognizes the concept of the progressive/corrective disciplinary action and shall endeavor to utilize said concept when responding to cases of unsatisfactory work performance, misconduct or negligence.

Non-disciplinary corrective action shall include:

- A verbal warning
- A counseling memorandum

Disciplinary action shall include:

- A letter of reprimand
- Suspension without pay
- Demotion in grade and title
- Termination

2. Employee discipline must be with just cause. Association members shall have the right to be represented by an Association officer at all stages of discipline.
3. Except in instances of gross misconduct or gross negligence, prior to the imposition of a suspension without pay, demotion or termination, the employee must have received at least one verbal warning, one counseling memorandum, and one letter of reprimand.
4. Employees shall have the right to challenge the imposition of a suspension without pay, demotion or termination through the grievance process under Article VIII, Stage 2 of this Agreement. Employees have the right to appeal the receipt of a letter of reprimand to the Superintendent of Schools, or his designee.
5. The employee disciplinary notice of suspension, demotion, or termination of employment must be in writing and outline the specific reasons for the discipline.

**C. Disciplinary Procedures in the Case of Gross Misconduct and/or Gross Negligence**

1. Examples of gross misconduct and/or gross negligence include the following:  
Theft or willful destruction of District property or personal property that is on District premises, intentional falsification of District records, reporting for duty under the influence of intoxicants, the illegal use, manufacturing, possessing, distributing, purchasing, or dispensing of controlled substances or alcohol while on duty, physical or violent altercation or other acts involving intolerable behavior by an employee while on duty. The parties agree that most conduct falling under this provision will be conduct that takes place while the employee is on duty. However, the parties recognize that there may be instances where off-duty conduct is relevant to his/her employment with the District and may be subject to this disciplinary process.
2. In the event of gross misconduct and/or gross negligence, the employee may be suspended with or without pay for a maximum of ten (10) working days pending the conclusion of an investigation. After ten (10) working days if no discipline is filed against the employee by the District, the employee will be returned to his/her position with full pay retroactive to the first day of suspension. If a determination is made that the employee should receive a suspension without pay, demotion or be terminated, he/she must be notified of that fact in writing along with specific reasons for the discipline.
3. The employee, with the Association, may appeal a decision by filing for an expedited review of the determination within ten (10) working days of the effective date of the suspension without pay, demotion or termination. The parties will meet to discuss the appeal. There is an obligation for both parties to fully disclose, at least verbally, the background information leading to their respective positions. Failure to file for the expedited review within the time frame specified constitutes Association acceptance of the determination.
5. Annually, the Association and the District shall mutually agree on two hearing officers who will be available to conduct an expedited review of the Employer's disciplinary determination in a due process hearing. The intent of this expedited review process is that a final determination will be issued by the hearing officer within three months of the date that the request for review is filed with the District. The determination of the hearing officer is final and binding on the parties.

**D. Labor Management Committee**

A committee consisting of the Administrator in charge of Human Resources/or designee will meet monthly with Officers and the Business Representative of the Union to discuss items of mutual interest



## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this grievance procedure is to secure an equitable solution of disputes which may arise with respect to this agreement and to provide for the prompt, orderly settlement of grievances.

### **B. Definitions**

#### *Employee*

This term shall mean any employee who is represented by GUSS.

#### *Chief Administrator*

This term shall apply to the Superintendent of Schools of the District

#### *Immediate Supervisor*

This term shall be used for any person directly responsible for, or exercising any degree of evaluation and/or regulation of, or authority over another employee.

#### *Day*

This shall mean any school day on which the schools of the District are open for attendance of students for regular instruction or the employee is normally required to be on duty.

#### *Representative*

This shall mean the counsel or other person designated by either party to act in its behalf.

#### *Association*

This shall mean the Greece United Support Staff (GUSS).

#### *Grievance*

A grievance shall mean any complaint by a member of the Association bargaining unit of an alleged violation, misinterpretation, or misapplication of any provision of this agreement or established Board Policy that relates to terms and conditions of employment.

#### *Grievant*

A grievant shall mean any unit member or group of unit members alleging a grievance.

### **C. Principles**

An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

An employee shall have the right to be represented at any stage of the procedures by a representative of his/her choice.

Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

No hearings shall be open to the public.

It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

All grievances must be presented in written form except at the informal stage. All grievances shall include the name and position of the aggrieved party, the provision of the agreement allegedly violated, the time when and place where the alleged events or conditions contributing to the grievance existed, the identity of the party responsible for causing the 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.

All persons who have filed a grievance under these procedures shall be entitled to be present with a representative of their own choosing, at any hearing held on the said grievance.

Unless a grievance is filed at Stage I within the time limit specified, the grievance will be deemed time-barred and waived. Other time limits in the procedure may be extended only by mutual written agreement.

If the grievant fails to appeal the disposition of the grievance to the next step of the grievance procedure within the time limit specified, the grievance shall be deemed to have been resolved on the basis of the last disposition and further appeal shall be barred.

Failure by the District at any stage of the grievance procedure to communicate a decision to the grievant within the specified time limits shall permit the grievant to lodge an appeal at the next stage within the time which would have been permitted had the District's decision been timely communicated on the last day of the applicable stage.

#### **D. Procedures**

##### *Stage 1 – Supervisor – Informal*

The employee shall first discuss the grievance with the immediate supervisor. The initial discussion shall take place no later than 30 days from the date the staff member knew or should have known of the act or condition upon which the grievance is based. Within five days from the initial discussion, the immediate supervisor should notify the employee and the Association of the disposition of the grievance in writing.

*Stage 2 – Supervisor – Formal*

If the grievance is not resolved at Stage 1, the aggrieved party and the Association shall present the grievance in writing to the appropriate supervisor no later than five days from the date the employee and the Association are notified of the disposition at Stage 1.

The appropriate supervisor shall render a determination in writing to the aggrieved party within five days from the date the grievance was received. A copy of the response shall be filed with the chief administrator.

*Stage 3 – Chief Administrator*

- a. Within not more than five days after the employee has been notified of the determination at Stage 2 in writing, the aggrieved party may submit a written request to the Chief Administrator for a further review and determination of the grievance.
- b. The Chief Administrator may designate a person to review the grievance and render a determination. In the event a person is designated, the aggrieved party and the Association shall be notified in writing.
- c. The Chief Administrator, or his/her designee, after receipt of the request for review may call a hearing to be held at a time and place designated. Notification shall be made to the aggrieved party and the appropriate supervisor or administrator and the Association. The hearing shall be held not less than five days, nor more than ten days after the date of the notice. If a hearing is held, each party shall have the right to appear and to submit any additional facts relevant to the grievance.
- d. In the event no hearing is held by the Chief Administrator or his/her designee, a written determination shall be made within ten days from the date of receipt of the request for review. Notice of the determination shall be mailed to the aggrieved party and the Association.
- e. In the event a hearing is held by the Chief Administrator or his/her designee, a written determination shall be rendered within ten school days after the close of the hearing and mailed to the aggrieved party.

*Stage 4 – Board Review*

For those grievances that pertain to Board policy only, the aggrieved party may, within five school days of the final determination by the Chief Administrator, submit a written appeal to the Board for a review of the previous determination.

- a. The aggrieved party shall submit to the Board with the notice of appeal, all written statements and records of the grievance.

- b. In not less than 10 school days from the date of receipt of the appeal, the Board shall call a hearing at the time and date specified. The hearing shall be held not less than 15 school days from the date of the receipt of the appeal.
- c. The aggrieved party and any representative are entitled to be heard at such hearing.
- d. No further information, other than included in the record, shall be submitted to the Board at the hearing.
- e. Not more than 5 school days from the date of the completion of the hearing, the Board shall render its written determination and mail a copy to the aggrieved party.

*Stage 5 – Binding Arbitration*

- a. If the aggrieved party and the Association are not satisfied with the decision rendered at Stage 3 for contractual issues or Stage 4 for Board Policy issues, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chief Administrator within 15 days of the decision at the appropriate stage.
- b. Within five days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator, and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- c. The selected arbitrator shall hear the matter promptly and shall issue a decision not later than 30 days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, nor have any power to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue presented and shall confine the decision solely to the application and interpretation of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association. Costs for the cancellation of a hearing will be borne by the party requesting the cancellation.

**ARTICLE IX**  
**PROFESSIONAL IMPROVEMENT**

- A. The District shall provide a non-cumulative \$25,000 per year of this agreement for members of the Association for the purpose of member attendance at professional conferences, seminars, workshops or any other professional growth activity.
- B. Professional growth activities shall include: Membership Dues for participation in Professional Organizations.
- C. Professional licensing fees shall be paid by the department the member reports to.

**ARTICLE X**  
**DRUG AND ALCOHOL TESTING**

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

- 1. Members of the Greece United Support Staff required having a Commercial Driver's License (CDL) or who choose to have a CDL will be tested the same as other employees subject to the Greece Central School District Drug and Alcohol Testing Program.
- 2. Unless otherwise abridged below, employees afflicted with alcoholism and/or substance abuse shall be entitled to all the rights and benefits provided to other employees who are ill.
- 3. Employees who request diagnosis and treatment for alcohol and/or substance abuse before being notified in writing of the requirement to submit to testing shall be allowed, immediately upon making that request, to use any and all accrued sick leave while participating in both the diagnosis and rehabilitation of their condition. Upon the exhaustion of all accrued sick leave, the employee is entitled to exercise his or her rights under the collective bargaining agreement, Article XIV, C.1., Leaves of Absence. The District will continue to pay its portion of the health insurance premium during rehabilitation.
- 4. Upon the successful completion of rehabilitation, and upon meeting all of the requirements under the law and District Policy, the employee will return to work and enjoy all the rights and privileges afforded other unit members.
- 5. Employees who test positive in accordance with the procedures set forth in the Greece Central School District Drug and Alcohol Abuse Testing Resource Document (Resource Document) at any time during their employment will be suspended

without pay for the period of time of rehabilitation. This suspension shall be for up to one year. If rehabilitation has not been achieved before the one year is up, the employee shall be subject to Section 6 below. During this suspension, the employee may continue to be covered by whatever District health insurance plan he or she is enrolled in at the time of the suspension at his or her cost.

6. Employees who test positive a second time shall be terminated. The employee shall have no recourse under contractual disciplinary processes or Civil Service Law. The Association shall retain the right to safeguard employees in that if the procedures set forth in this agreement and in the Resource Document are violated, that procedural question may follow the grievance procedure (Article VIII).
7. For drug testing, the collection agent and lab will employ the split sample method. The initial or screening test, if positive, must be confirmed by a confirming test as defined in the Federal Regulations. In cases of a confirmed positive, a split sample will be preserved and made available to the employee's choice of labs certified by the Department of Health and Human Services. If the split sample is lost or otherwise unavailable, or if the chain of custody is broken, the initial screening and/or confirmation test will be reported as negative.
8. Notice to the individual employee of any mandatory testing requirement must be in writing and must include the date and time of the collection, the nature and purpose of the testing, the name of the supervisor ordering the testing, and an indication that the order is being given under the authority of the Department of Transportation's Omnibus Transportation Employee Testing Act of 1991.
9. All test sample collection will be done during an employee's working hours and the employee shall be in paid status for the time spent on sample collection, completion of associated paper work and related procedures.
10. The cost of the testing program, including training, testing of the split sample and any other mandatory program requirements shall be borne by the District.
11. Training opportunities will be offered at least twice a year as part of the mandated safety refresher conducted by the District.
12. All records of an employee's participation in any facet of the program, including collection, testing, diagnosis and rehabilitation shall be held in strictest confidence. Only those authorized by statute shall have access to records and correspondence regarding the testing program.
13. The Association shall be provided any non-confidential summary data provided the District by any agency involved in the program. No document with the name of any tested employee will be shared with the Association without the written authorization of that employee.
14. Nothing in this provision is intended to be in conflict with the Omnibus Transportation Employee Testing Act of 1991. Should any portion of this provision be judged to be in violation of the Act, that portion, to the extent that it is not legal, shall be invalid.

**ARTICLE XI**  
**RETIREMENT/CAREER CHANGE INCENTIVE**

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

The following Incentive Applies to Greece United Support Staff (GUSS) members who do not elect participation in any Statewide Retirement Incentive, if offered by the Greece Central School District.

The following retirement incentive will not be precedent setting in any manner:

**A. Criteria for Retirement**

1. At least twenty (20) years of continuous service in the Greece Central School District (as defined in this agreement) immediately preceding retirement.
2. A unit member must meet Full Eligibility as follows
  - Tier 1 - Age 55 or older and 20 years or more of credited service with the NYSRS; or
  - Tier 2, 3, or 4 - Age 55 or order and 30 years or more of credited service with the NYSRS; or
  - Tier 2, 3, or 4 - Age 62 or older and 20 years of credited service with the NYSRS.

**B. Procedures and Retirement Date**

A regular full-time unit member in the Greece Central School District who retires and meets the eligibility requirements specified above shall be paid according to the following:

1. Effective January 1, 2014, regular full-time unit members who desire to take advantage of the Retirement Incentive must submit an irrevocable letter of resignation to the Superintendent of Schools, no later than 4:00 p.m. on or before April 30, 2014, for retirement the following June 30. The letter shall be personally delivered to the Office of the Superintendent of Schools where it will be received with the date and time of receipt recorded.
2. The Retirement date for eligible regular full-time unit members shall be on or before June 30, 2014.

**C. Payment**

1. Eligible unit members shall be paid on the date of retirement.
2. The retirement benefit shall be paid in one lump sum payment of \$25,000.00 payable to the unit member OR to the members Tax Sheltered Annuity (TSA).

**ARTICLE XII  
SALARY PROVISION**

**A. Salary Schedule**

1. Effective January 1, 2013 each bargaining unit member will receive a 2.4% salary increase on their December 31, 2012 base salary.
2. Effective January 1 of years 2014, 2015, 2016 and 2017, each bargaining unit member will receive a 2.4% salary increase on their annual December 31st base salary.
3. Unit members who provide Professional Development Training outside of the normal work day shall be paid a stipend of \$35.00/Hour.

**B. Overtime**

1. There are unique occasions when a GUSS member may be eligible to receive overtime pay for hours worked beyond the normal schedule. If an unusual or emergency situation develops that requires extra work time or when requested by a supervisor, members in grades 1-10 inclusive, shall be paid overtime. Overtime pay shall result when a person works three or more hours beyond their normal schedule (during the week or on the weekend). When requested by a supervisor, that member shall receive overtime for all hours worked beyond their normal schedule. Casual extra time put in by individuals to keep their work current would not be considered overtime. Exceptions must be pre-approved by the appropriate assistant superintendent.
2. Overtime pay shall be calculated at Time and one-half the members' current hourly rate.
3. Holiday pay will be counted as time worked for overtime pay computations.

**C. Work Hours**

**Medical Staff**

School RN Nurses work hours shall be 7 hours per day, including lunch, and as aligned with certified teachers

**Related Service Providers**

(Occupations Therapists, Physical Therapists, Behavioral Specialists, Music Therapist and any other therapy based positions)The work day for Related Service Providers shall be aligned with that of certified teachers.



Summer salary for Related Service Providers working the extended school year program shall be equal to the member's current salary.

Related Service Providers shall receive daily planning/writing time in their schedules as aligned with the teacher's contract.

Related Service Providers shall receive "IEP writing days" as aligned with the teacher's contract.

Related Service Providers shall receive 30 minutes documentation time per day in their current schedule to file student data electronically.

The Association and the District will form a committee by December 1, 2013 to review the work schedule and work areas of and for the Related Service Providers.

**D. Work Load Review**

The following steps may be utilized when a Related Service Provider believes his or her work load exceeds the reasonable amount of time necessary to perform required services.

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

**ARTICLE XIII  
EVALUATION PROCEDURE**

- A. A committee shall be formed and the parties will mutually review the current system of evaluation by December 1, 2013. The evaluation year will be from November 1 to October 31. The Employee Performance Appraisal evaluation document shall be completed no later than December 31.
- B. A formal year end evaluation document shall be prepared for all unit members and an evaluation conference shall be conducted by January 1 of the contract year. Performance evaluation appeals will be handled by January 31 for each year. The unit member's first level of appeal is to the immediate supervisor. The final level

of appeal will be to the appropriate assistant superintendent. In cases where the assistant superintendent is the evaluator, the second level appeal will be to the Administrator in charge of the Department of Human Resources.

- C. In the event that a unit member is performing below “Meeting Expectations”, the supervisor will provide the employee with written notification. This written notification will occur as soon as the supervisor determines that there is a concern, and should allow sufficient time for improvement. In the event of problems which occur late in the evaluation cycle, the supervisor, employee, Administrator in charge of the Department of Human Resources, and Association President will confer within 10 working days of the issuance of the written notification. The conference will focus on clarifying the concerns and the need for improvement and will assist the employee in developing an improvement plan. The employee is entitled to representation by the Association during any step of the process.

## **ARTICLE XIV BENEFITS**

### **A. INSURED BENEFITS**

#### **1. Health Insurance**

Unit members hired prior to November 12, 2008 shall be enrolled in Blue Point 2 Select Plan at 85% District contribution OR may elect to enroll in the Blue Point 2 Value Plan or other plan sponsored by the Rochester Area School Health Plan at 90% District contribution.

Unit members hired after November 12, 2008 shall enroll in Blue Point 2 Value Plan or other plan sponsored by the Rochester Area School Health Plan at a 70% District contribution.

Effective in the year January 1, 2015, Unit members hired prior to November 12, 2008 shall be enrolled in Blue Point 2 Select Plan at 80% District contribution OR may elect to enroll in the Blue Point 2 Value Plan at 85% District Contribution.

- A. Employees may switch coverage whenever their plan has a rate change and in the open window period of any year. Spouses should be added to the policy within 30 days of a marriage and children within 30 days of birth or adoption.
- B. Unit members who retire from the District will be eligible to continue their coverage or enroll in the appropriate group Health Insurance Program and the District shall contribute sixty percent (60%) of the cost of their health care coverage. Unit members shall have worked in the District for a minimum of five (5) years

- C. The specific benefits and schedules of coverage for these health insurance plans shall be as specified in the master contracts for each plan as maintained by the District and with the understanding that such benefit levels shall be maintained during the life of this Agreement except as may be modified by mutual agreement hereafter.
- D. If a unit member who was injured on the job goes on unpaid leave after exhausting his/her paid leave benefits, the District will continue to pay its share of the unit member's health insurance premium for 180 days after the billing cycle date when it would otherwise be canceled. The unit member may continue as a member of the health insurance plan at his/her own expense after the 180 days, but for no more than the period of the leave of absence.
- E. If a unit member who has been employed for at least six (6) months goes on unpaid leave after his/her paid leave benefits as a result of a non-work related illness or injury, the District will continue to pay its share of the unit member's health insurance premium for 30 days after the billing cycle date when it would otherwise be canceled.

**2. Dental Insurance**

- a. The District will contribute the premium cost for Single coverage for each unit member. Unit members may elect Single or Family coverage and any changes in such coverage cannot be approved unless in accordance with the Plan provisions.
- b. It is specifically understood that benefit schedules and eligibility requirements shall be in accordance with the Plan provisions in effect at the time of such Plan implementation.

**3. Basic Life Insurance**

- a. Each unit member shall be eligible to enroll for Basic Group Term Life Insurance equal to twice (2x) the unit member's annual salary rounded to the nearest \$1,000 subject to one hundred thousand dollars (\$100,000) maximum. This will be provided on a non-contributory basis with the District paying the full cost of premiums.
- b. A unit member who retires may elect to continue to be insured up to age seventy (70) in increments of \$10,000 for the amount of his/her Basic Group Life Insurance which is in effect at the time of retirement. Unit members who retire will assume the full cost of the monthly premium rate.

**4. Long Term Disability Income Insurance**

- a. Long term disability insurance will be provided at no cost to all unit members working a minimum of seventeen and one half (17 1/2) hours per week. Employees who are totally disabled as determined by the insurance company

will receive two-thirds (2/3) of their monthly salary to a maximum monthly benefit of seven thousand dollars (\$7,000). Benefits will begin on the later of the ninety-first (91st) calendar day of disability or at the end of their sick pay. Benefits will continue for as long as the employee remains disabled, with a maximum duration as defined by Age Discrimination and Employment Act – B (ADEA-B) (Extended). Please refer to the insurance contract for this benefit duration schedule.

- b. Specific eligibility requirements and benefit coverage shall be in accordance with the master plan administered by the District.

**5. Discretionary Benefit Fund**

Beginning January 1, 2009 each unit member will be allocated up to nine hundred fifty dollars \$950.00 to apply toward the cost of the following additional benefits: (partial year employees will have this amount pro-rated)

**a. Supplemental Group Life Insurance Plan**

Each unit member may purchase additional group term life insurance in increments of two (2) or four (4) multiples of the unit member's annual salary rounded to the nearest \$1,000 up to a maximum of \$200,000 (with medical approval) of additional coverage. Specific eligibility requirements and benefit coverage shall be in accordance with the master plan administered by the District.

**b. Group Dental Insurance - Family Coverage Premium**

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

- c. The portion of health insurance premiums not paid for by the District.
- d. Reimbursement of medical and dental expenses incurred by unit member, their spouse, and their eligible dependents which are not covered by insurance, as specified in the Summary Plan description

**6. Legal Liability Insurance**

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

**7. Tax Sheltered Annuities**

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

**8. Retirement Benefits**

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

**B. PAID ABSENCE BENEFITS**

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

**1. Vacation**

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

**2. Vacation Special Provision (Grades 1-9)**

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

**3. Attendance Incentive**

Conforms to Memorandum of Agreement November 15, 2000

**4. Payment upon Separation/Termination**

- a. Any remaining, unused vacation entitlement, up to the maximum entitlement granted to the unit member during the fiscal year, including any authorized carry over entitlement for that year, will be paid upon termination of employment. Vacation payout will be prorated with the exception of accumulated days as of June 30 of the previous year.
- b. Members Identified in the November 15, 2000 Memorandum of Understanding shall receive carried over and annual vacation entitlements upon separation of any member of this group from the district.

**5. Vacation Carryover**

- a. Unit members with three (3) or more years of continuous fulltime service may carry over up to forty (40) days of unused vacation into the next fiscal year.
- b. Unit members may not exceed a maximum of sixty-five (65) days of unused vacation at any time.

- c. Employees who retire from the District shall receive carry-over days plus re-banking on July 1 not to exceed a total of 65 days.

**6. Holidays**

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

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Day
Memorial Day	Columbus Day
Independence Day	Labor Day
2 Floating Holidays	

Floating holidays will be established jointly by the District and the Association.

**7. Sick Leave**

Unit members shall be granted ten sick leave days per year for 10 month employees, accumulative to one hundred sixty-five (165) days, and 12 month employees shall be granted twelve (12) days per year, accumulative to two hundred (200) days. Unit members hired prior to December 31, 2004 shall be credited for their accumulative sick leave with that number of days remaining unused for the 2004 year. Additional days of sick leave may be granted upon the approval of the Superintendent of Schools or designee.

**8. Personal Leave, Family Illness & Family Death Days**

The district shall provide Personal, Family Illness and Family Death days to all unit members on an as needed basis and as authorized by the unit members immediate supervisor

**9. Disability Due to Pregnancy**

- a. As soon as the unit member's physician determines the starting date for disability leave due to pregnancy, the unit member must notify the District in writing by means of a disability form completed by her physician who provides an estimate of the delivery date and an estimate of the beginning of the disability period.
- b. A unit member may elect to utilize her unused and available paid sick leave during her period of physical disability caused by pregnancy or childbirth and shall notify her supervisor sixty (60) days in advance, if possible, of the anticipated delivery period. Sick leave will be paid only during the time period in which her physician certifies in writing that she is physically disabled, and only to the extent of the number of paid sick days available.
- c. The unit member shall be permitted to continue on active duty until her date of disability as certified by her physician, provided she does perform the full

duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request

**10. Paternity and Adoption**

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

**C. LEAVES OF ABSENCE**

**1. Leave without Pay**

- a. A unit member with more than one year's service may request a leave of absence for a period not to exceed twelve (12) months, such a leave to be without pay. A reason for a leave may be extended illness of the unit member or the unit member's immediate family; child rearing leave, including adoption; unit member's serving in political office; unit members accepting positions in union affiliates; professional or personal growth of the unit member in the District. Such requests shall not be unreasonably denied. Should permission for a leave of absence be denied, reasons for such denial will be in writing.
- b. Where leave has been granted, the unit member shall notify the Department of Human Resources in writing, at least one (1) month prior to the expiration date of the leave period, of his/her intention to return to work or resign. Failure to do so shall be deemed a resignation, except in cases when extenuating circumstances prevent such notification.
- c. Upon return from a leave of absence, in accordance with the aforementioned conditions, the unit member will be reinstated to active employment status in accordance with applicable regulations (i.e., Civil Service, Education Law, etc.).
- d. If a unit member requests to be on an unpaid status for more than five (5) work days, such request should be processed as an unpaid leave of absence. Payment will not be made for any holidays which occur during such unpaid leave of absence.
- e. An employee shall be required to utilize all vacation benefits for which they are otherwise eligible before requesting unpaid or "deduct" absence.
- f. While on unpaid leave, a unit member will not be entitled to paid fringe or leave benefits. However, he/she may continue to participate in the health insurance plan at the group rate.
- g. Seniority and accumulated sick leave will not accrue while on unpaid leave. However, all seniority and sick leave accrued prior to the leave will be retained.

**2. Child Rearing Leave**

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

A leave of absence for child rearing shall be applicable in the case of adoptions. Such leave need not be consecutive to the disability period but shall not be separated from the birth or adoption by a period which extends beyond the end of the fiscal year following the fiscal year in which the birth or adoption took place.

**3. Military Leave**

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

**D. OTHER BENEFITS**

**Tuition Reimbursement**

Unit members shall be eligible to receive reimbursement for tuition and related fees for approved courses of studies or training.

1. Reimbursement shall be based upon the SUNY rate and attainment of a grade as follows:
  - a. 100% reimbursement for a grade of A or B
  - b. 100% reimbursement for a grade of "Pass" in a Pass/Fail course

Reimbursement shall be made for a maximum of up to twelve (12) semester hours or the equivalent in each year. Unit members must return to regular employment and remain employed for two (2) full school years after the semester in which the course(s) is completed or pay the District back fifty percent (50%) of the tuition reimbursement. The Superintendent may waive this on request.

**ARTICLE XV  
EMERGENCY CLOSING**

**PAY STATUS UNDER EMERGENCY CLOSING OF FACILITY**

Condition One closure

All Twelve (12) month members of the Association will be expected to report for work when school facilities are officially closed by the Superintendent of Schools for instructional purposes due to inclement weather or other causes.

Condition Two closure

If school and Central Office facilities are officially closed by the Superintendent of Schools for instructional purposes due to inclement weather or other causes, Non-Essential (12) month members shall not be required to report for work. Non-Essential members shall be contacted by their supervisor.



Condition Three Closure

In the event all District facilities are officially closed by the Superintendent of Schools due to inclement weather or other causes. No Association members shall be required to report to work.

It is understood that Related Service Providers (RN Nurse, Nurse Practitioner, Occupational Therapist, Physical Therapist, Art Therapist, Case Worker, Behavioral Specialist, Music Therapist, Interpreter, Audiologist) shall not be required to report to work during Any Emergency Closure. It is also understood that Related Service Providers shall be required to work for any "Make Up" Days scheduled and resulting from any Emergency Closure.

Members of the Association requested to report to work by a supervisor or department head during a Condition Three Closure, shall be granted overtime or compensatory time (at Time and one-half) for all hours worked during the emergency.

Association Members required to report to work during an Emergency Closure, shall be entitled to take (with supervisory approval) vacation time.

**ARTICLE XVI  
COMPLETE AGREEMENT CLAUSE**

The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

**ARTICLE XVII  
SAVINGS CLAUSE**

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

**ARTICLE XVIII**  
**APPROVAL OF LEGISLATIVE BODY**

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its final approval.

Dated this 11th day of June 2013

Greece Central School District

Greece United Support Staff

*Barbara Deane-Williams*

Superintendent of Schools

*William R. Mahoney Jr.*

President

Approved, Board Of Education

*Julia VanOrman*

President

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**EXHIBIT A**

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**GREECE UNITED SUPPORT STAFF  
SALARY SCHEDULE**

*Effective January 1, 2013*

<b><i>Grade</i></b>	<b><i>Minimum</i></b>	<b><i>Position</i></b>
1	\$25,185	Communications Assistant
2	\$26,844	Community Program Manager Operations Manager (WGMC)
3	\$27,465	
4	\$25,000	School Nurse
5	\$32,233	Architectural Technician AV Technician Bus Operations Expeditor Buyer Community Education Coordinator Computer Application Specialist Educational Testing Analyst Facility Operations Expeditor Student Management Systems Administrator Transportation Assistant Transportation Technician
6	\$33,477	Accounts Payable Supervisor Assets Manager Budget Analyst Custodial Supervisor Facility Safety Project Coordinator Mechanical Technician Network Technician Operations Director (WGMC) Payroll Supervisor
7	\$37,001	Bus Operations Supervisor

7.1	\$29,020	Accounting Operations Analyst Art Therapist Audiologist Behavioral Specialist District Nurse Practitioner Educational Interpreter Facility Operation & Planning System Coordinator Helpdesk Coordinator Music Therapist Occupational Therapist Physical Therapist
8	\$39,384	Manager Materials Senior Buyer Senior Educational Testing Analyst Senior Network Technician Technology Acquisition Coordinator
9	\$42,079	Energy Management Specialist Network Administrator
10	\$44,878	Assets Coordinator Assistant Director of Food Services Community Relations Manager Safety and Security Coordinator Senior Information Services Business Analyst Technical Theatre Manager
11	\$47,883	Director Food Services Purchasing Agent
12	\$51,096	Director of Bridges/Community Education Director of Transportation
13	\$54,413	Architectural Engineer
14	\$57,729	Director Facility Operations & Planning

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**STUDENT LEARNING IS THE GOAL**

PRODUCED BY THE DEPARTMENT OF HUMAN RESOURCES, IN CONJUNCTION  
WITH THE OFFICE OF COMMUNICATIONS, SUMMER 2013