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Contract Database Metadata Elements

Title: **Gates Chili Central School District and Gates Chili Custodian, Maintenance and Security Association (2006)**

Employer Name: **Gates Chili Central School District**

Union: **Gates Chili Custodian, Maintenance and Security Association**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **5085**

Unit Size: **62**

Number of Pages: **22**

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CUS/5085

AGREEMENT BETWEEN

THE GATES CHILI CENTRAL SCHOOL DISTRICT

SUPERINTENDENT

AND

THE GATES CHILI CUSTODIAN, MAINTENANCE and SECURITY
ASSOCIATION

RECEIVED

FEB 04 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

EFFECTIVE JULY 1, 2006

THROUGH JUNE 30, 2009

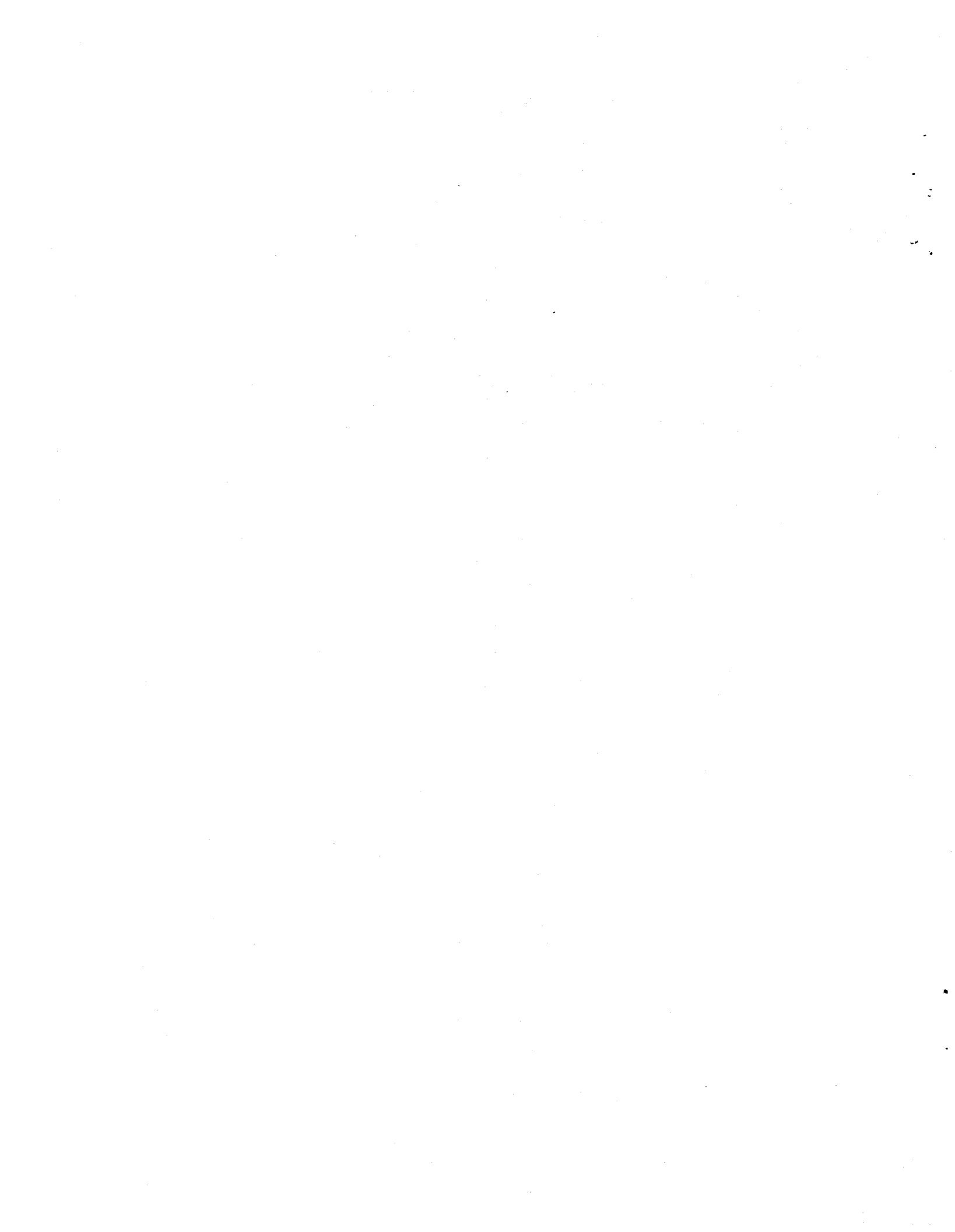
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ARTICLE 1

RECOGNITION AND NO STRIKE

1. Pursuant to the New York State Public Employees Fair Employment Act, the Gates Chili Board of Education recognizes the Gates Chili Custodian and Maintenance Association as the exclusive negotiating representative for all employees in the unit, including Maintenance Mechanics, Groundsmen, Building Custodians, Cleaners and Security Workers.
2. The Association agrees that it will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage within the Gates Chili Central School District.

ARTICLE 2

DEFINITIONS

1. Employees who work eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year, will be entitled to all items covered under the contract.
2. Part-time employees who work at least five (5) hours per day, five (5) days per week and fifty-two (52) weeks per year, will be entitled to all items covered under the contract.
3. The Superintendent, or his/her designee, will have full power to determine salary and fringe benefits for personnel hired other than those listed in 1 and 2 above.

ARTICLE 3

ASSOCIATION RIGHTS

1. **Dues Deductions**
 - a. The Board of Education agrees to deduct from the salaries of bargaining unit members who are members of the Gates Chili Custodian, Maintenance and Security Association ("Association") the dues levied by the Association as said bargaining unit members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Association.
 - b. The Association shall certify to the Board the current rates of membership dues and shall notify the Board of any change in the rates of membership dues.

ARTICLE 3 – Continued

- c. Dues deductions authorized by individual bargaining unit members shall be continuous unless revoked in writing. Any member desiring to have the Board discontinue deduction he/she has previously authorized must notify the Association in writing and the Association shall notify the Board in writing of said revocation.
- d. Deductions shall commence and be consistent with the procedures developed jointly by the School District and the Association.
- e. The Board agrees that it will not accord dues deduction rights to any other organization seeking to represent employees within the bargaining unit.
- f. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

2. **Agency Fee Deduction**

- a. The School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and transmit the same so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- b. The Association affirms that it has adopted such procedures for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop deduction shall continue in effect so long as the Association maintains such procedure.
- c. The agency fee deductions shall be made following the applicable procedures as set forth in this Section of this Agreement.

ARTICLE 4

NEW POSITIONS AND VACANCIES

- 1. Whenever a promotional vacancy occurs, it will be publicized by the Superintendent, or his/her designee, by means of a written notice for a period of ten (10) working days in each district building. New postings for open positions shall be sent to the Association President and Executive Board of the GCCMS Association. The members of the board will be identified by the Association in September of each year.

ARTICLE 4 – Continued

2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Assistant Superintendent for Administration and Personnel within the time limit specified in the notice.
3. The Assistant Superintendent for Administration and Personnel shall consider qualifications, certification and experience of all applicants. Insofar as it is consistent with the best interest of the District, as determined by the Assistant Superintendent for Administration and Personnel, appointments to promotional positions may be made from the ranks of present employees.

ARTICLE 5

GRIEVANCE PROCEDURES

1. **DEFINITIONS**

- a. A grievance is a claim by an employee that there has been a violation, a misinterpretation, or inequitable application of any provision of this agreement.
- b. Grievances must be taken up at Step 1 of the following procedures within fifteen (15) working days following the date that any employee should have known of the act or condition on which the grievance is based.

2. **BASIC PRINCIPLES**

- a. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner at the lowest possible level. Each party to a grievance shall have access to all written statements and records pertaining to the case.
- b. Time limits at any stage of the procedure may be extended by mutual consent between the Association and the Superintendent, or his/her designee. Should the time limits at any step be exceeded by the Superintendent, or his/her designee, the grievance may be processed to the next higher step of the procedure. Should the Association not meet the time limits of the procedure, the grievance will be considered as resolved at the last response.
- c. All grievance records and documents shall be filed separately from personal folders.
- d. All time limits in the procedure refer to working days.

ARTICLE 5 – Continued

3.

PROCEDURES

- a. Step 1. The Grievant shall submit the grievance in writing to the immediate Supervisor. The immediate Supervisor will respond in writing within five (5) working days.
- b. Step 2. If the grievant is not satisfied with the response at Step 1, he/she may, within five (5) working days of receipt of the response, submit the grievance in writing to the School Business Administrator. The School Business Administrator, or his/her designee, will hand deliver a written response to the grievant within five (5) working days.
- c. Step 3. If the grievant is not satisfied with the response at Step 2, he/she may, within five (5) working days of receipt of response, submit the grievance in writing to the Assistant Superintendent for Administration & Personnel. The Assistant Superintendent for Administration & Personnel, or his/her designee, will hand deliver a written response to the grievant within five (5) working days.
- d. Step 4. If the grievant is not satisfied with the response at Step 3 he/she may, within five (5) working days of receipt of response, submit the grievance in writing to the Superintendent. The Superintendent, or his/her designee will hand deliver the Superintendent's written decision to the grievant within ten (10) days after receiving the grievance and the Superintendent's decision will be final.

ARTICLE 6

SALARIES: JULY 1, 2006 - JUNE 30, 2009

1. Effective July 1, 2006 all new employees will receive at least the new minimum rate noted below. If a member is promoted to a higher category position, they will receive the difference between the rate noted in each category below.

Category one:	<u>Minimum</u>
Head Custodian	\$13.00
Maintenance Mechanics	
Category two:	
Custodian	\$11.50
Grounds person	

ARTICLE 6 – Continued

Category three:

Cleaner	\$9.65
Security Worker	

2. All returning member's hourly rates will be increased as follows:

06/07 4.0% of 05/06 hourly rate
07/08 4.0% of 06/07 hourly rate
08/09 4.0% of 07/08 hourly rate

3. It is understood, that on an annual basis, employees receiving less than an overall competent end of year evaluation will not receive an increase in their per hour base wage rate as described in Sections 2 of this article. Any monies these employees would have received will be dispersed to other employees as part of their annual base rate increase.

ARTICLE 7

LONGEVITY

1. Eligibility

As of July 1, 2006 longevity will be calculated as follows:

Longevity I	5 years	.19
Longevity II	10 years	.21
Longevity III	15 years	.22
Longevity IV	20 years	.24
Longevity V	25 years	.26

The rates established above will be made whole for those members who received a previous longevity increase of a lesser amount.

The longevity amount will be added to the member's hourly rate on the anniversary date in which they meet the years of service noted above.

2. Procedure:

The recommendation to be eligible for accumulated longevity will be based upon a review of performance and length of service by the department supervisor and administrator in charge, and subject to the approval of the Superintendent, or his/her designee.

ARTICLE 8

RETIREMENT PLAN

1. The 75i Retirement Plan, plus Option 41-J (Application of Unused Sick Leave) of the New York State Employees Retirement System shall be fully paid, as prescribed by law, by the District. Members may elect to transfer up to 165 unused sick days into the NYS Employees Retirement System or at the time of retirement, any unused sick days beyond those days placed in the ERS, may be reimbursed at \$15 a day up to a maximum of 150 days.

ARTICLE 9

HEALTH INSURANCE

1. Effective July 1, 2006 for all full time unit members enrolled in a District medical insurance plan, the District will contribute 100% of the premium for Blue Point Value at the applicable single, sponsor or family rate. In addition, the District will contribute an annual allowance in a 105 plan at the following rates:

Single	\$200
Sponsor	\$400
Family	\$600

2. New employees starting District employment on or after July 1, 2006, who were not enrolled in a District medical insurance plan on or before June 30, 2006:
 - a. During the first year of enrollment the District will contribute 70% of Blue Point Value and 105 contributions noted above.
 - b. During the second year of enrollment, the District will contribute 85% Blue Point Value and 105 contribution noted above.
 - c. During the third year of enrollment, the District will contribute 100% Blue Point Value and 105 contribution noted above.
3. The District will contribute 80% towards the premium for Major Medical only for those members currently enrolled and prior to December 31, 2005. Any member electing to take Major Medical on or after January 1, 2006 will be responsible for the entire premium.
4. The District will provide 80% of the premium cost for Dental insurance coverage. The particular plan(s) will be ones that are mutually acceptable to the Association and Superintendent.
 - a. If a unit member as described in Section 1 (a) above elects not to continue her/his medical insurance benefit through the District, then the unit member is eligible for an opt-out payment. If a member has not been covered by a District medical

ARTICLE 9 – Continued

insurance plan prior to January 1, 2006, and does not subsequently enroll in coverage offered by the District, they will receive the opt-out payment noted below.

- b. To elect the opt out option the unit member must provide evidence of other medical coverage. The District will pay the opt out payments beginning March 1, 2006 over 24 pays, two times per month during the year, payments will continue long as the member remains covered by a medical plan provided by a source outside of the District and the member remains employed on a full time basis by the District. as long as the member remains covered by a medical plan provided by a source outside of the District and the member remains employed on a full time basis by the District. This payment will be prorated when the unit member separates service with the District for any reason, or elects to join a District medical insurance program during the year. This benefit is subject to the restrictions noted below if applicable. This opt-out payment will be paid via the District's Cafeteria Benefits Plan.
 - c. Yearly Opt-out payment schedule:
\$4000 for family plan
Beginning January 1, 2006, unit members whose spouse also works in the District will receive an annual opt out payment \$600. The District will make these payments over 24 pays, two times per month during the year. This payment will be paid via the District's Cafeteria Benefits Plan.
5. Part time employees shall be eligible for the benefits as outlined in Sections 1 and 3 above, except they will have such benefits prorated in accord with their full time equivalent work status.
 6. Employees who elect to participate in an alternative BluePoint 2 HMO plan(s) offered by the District in lieu of the health benefits described in section 1 of this article shall pay 100% of the difference between the cost of the plan selected and the District's contribution to Blue Point Value.
 7. Unit members who have been employed with the district full time for at least five consecutive years and were not enrolled in the District health insurance plan may elect to join the District health insurance plan without tiering as established for new hires.
 8. Claims information filed by a unit member shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.

ARTICLE 9 – Continued

9. Members retiring after age fifty-five (55) having at least fifteen (15) years of service in the District will have premium payments for medical benefits continued up to the cost of 100% Blue Point Value, applicable 105 contributions and 80% of dental. Once the member turns 65 years of age the District will contribute 90% towards Blue Point Senior. In the event a member has monies remaining in their 105 allowance, they can utilize these funds for medical reimbursement upon reaching age 65. However, the District will no longer contribute to the 105 plan at age 65. If a comparable insurance policy is available for less than the combined premium cost of 100% of Blue Point Value, and 80% Dental, the District will pay up to that amount for out of service area coverage. Twice a year, the retiree must submit proof by receipt and the District will send two lump sum payments to the retiree or health insurance agency providing the coverage. In the event a retired member, who had elected to opt out of the District health insurance plan, and experiences a major life event as defined by the insurance carrier, can re-enroll in the current District sponsored health insurance plan.
10. The District will provide a Section 125 flexible spending arrangement benefits plan.

ARTICLE 10

TIME AND ONE-HALF

1. An employee who works over forty hours (40) per week will be entitled to receive pay computed at one and one-half (1 1/2) times his/her normal rate for all hours worked over the forty (40) hours. Holiday hours, vacation days, jury duty and emergency closing days are to be included in computing the forty (40) hours.
2. Employees working on a paid holiday, pursuant to the terms of Article 11, will receive one and one half times their regular hourly rate for the hours worked in addition to normal credit for holiday pay.

ARTICLE 11

EMERGENCY CLOSING OF SCHOOL

1. If the District is closed for emergency or inclement weather, employees will be required to report to work unless requested not to do so by the Superintendent or his/her designee and will receive their regular hourly rate for their regularly assigned hours for that day. If the employees are required, by the Assistant Superintendent for Business, to report to work on following consecutive day (s), they will be paid at a rate equal to one and one half times the employee's hourly rate for the hours worked that preceding day.

ARTICLE 11 – Continued

2. Any day employees report to work as scheduled, and are subsequently informed to go home as a result of an emergency closing, they will receive their regular hourly rate for their regularly assigned hours for the day(s).

ARTICLE 12

HOLIDAY CALENDAR

1. All full-time employees covered under this Agreement will have thirteen (13) paid holidays during each year of this agreement. Holiday dates shall be determined by the Superintendent, or his/her designee, after adoption of the school calendar by the Board of Education.

ARTICLE 13

SICK LEAVE

1. Sick leave shall be earned at the rate of one (1) day per month of employment. All employees covered by this Agreement who qualify for such leave (per Definition) shall be entitled to an unlimited accumulation. A returning unit member will receive the twelve days of sick days for the preceding school year on July 1 of that school year. In the event a member is hired after July or vacates their position prior to June 30 of that year, their sick days will be prorated accordingly.
2. An employee who has used up his/her sick leave by an extended absence due to illness or injury may apply to the Superintendent, or his/her designee, for additional sick leave days. This request should be in writing and submitted to the Superintendent, or his/her designee. Extended sick leave days granted will not be deducted from future accrued sick leave days.
3. On an annual basis, each employee will be informed in writing by July 31 of his/her sick leave accumulation, as of June 30.
4. If an employee does not use any sick days in a school year (July 1, - June 30) then that employee will receive three (3) additional paid holidays, if an employee is absent due to illness for only one day then they will receive two additional paid holidays, if the employee is absent due to illness for only two days then they will receive one additional paid holiday. The date to be used must be mutually agreed to by the employee and his/her immediate and department supervisor. This day must be used during the months of July or August immediately following the year in which no sick days were used. Injuries resulting from a work related incident will not be considered a sick day as it relates to the incentive for perfect attendance.

ARTICLE 13 – Continued

5. At the time of retirement, any unused sick days may be reimbursed at \$15 a day up to a maximum of 150 days. Members may elect to take this benefit or transfer the 150 unused days to the Employee Retirement System.

ARTICLE 14

EXTRAORDINARY LEAVE DAYS

1. The Superintendent recognizes that certain circumstances other than personal illness or injury are beyond an individual's control and may require absence from regular duties. Therefore, employees may, for compelling reasons, and when the reason for absence falls within the employee's regularly scheduled workday, and subject to administrative approval, may be allowed up to two (2) days of extraordinary leave of absence with full pay.
2. Extraordinary leave shall not be granted for a day immediately prior to the commencement of, or a day immediately following a scheduled holiday or recess, except for emergency reasons. Approval for such emergencies may be granted at the discretion of the Assistant Superintendent for Administration and Personnel pursuant to the procedures set forth in Section 3 of this article.
3. Reasons for the request must be submitted in writing by the employee to his/her immediate and department supervisor, then to the Assistant Superintendent for Administration and Personnel. The immediate and department supervisor will indicate his/her recommendation relative to the request on the form. The Assistant Superintendent for Administration and Personnel will render a decision and said decision will be final.
4. At least three (3) days notice, whenever possible will be required.
5. In an emergency situation, the employee must contact his/her immediate and department supervisor. Upon return to work the employee will submit to the immediate and department supervisor the written request for the said day(s) under the provisions of this article. For approval of an Extraordinary Leave Day required after the occurrence, procedures pursuant to Section 3 of this article will be followed.
6. An employee may be granted more time than the two (2) day allowance at the sole discretion of the Assistant Superintendent for Administration and Personnel under very unusual circumstances. The allowance of this article is not cumulative.
7. Absences pursuant to the provision of this article are not deducted from allowances for absences due to personal illness or injury.

ARTICLE 14 – Continued

8. Loss of pay for any intentional misuse of extraordinary leave will be contingent upon recommendations made to the Superintendent of Schools or his/her designee.

ARTICLE 15

DEATH IN FAMILY

It is the purpose of this article to authorize the payment of full salary for a period not to exceed the days noted below to any employee who is absent as a result of a death in the family.

1. It is the purpose of this article to authorize the payment of full salary for a period not to exceed five (5) days to any employee who is absent as a result of a death in the family. For the purpose of this article, the term family shall include father, mother, husband, wife, child, brother, sister,
2. It is the purpose of this article to authorize the payment of full salary for a period not to exceed three (3) days to any employee who is absent as a result of a death in the family. For the purpose of this article, the term family shall include father-in-law, mother-in-law, grandparents, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren. If a request is made for individuals not mentioned previously, said request must be approved by the Assistant Superintendent for Administration and Personnel.
3. It is expected that notification shall be given to the appropriate supervisor so that necessary arrangements for substitutes can be made.
4. Any leave of absence granted under this policy is not deductible from the leave of absence allowed for illness. The limit of days is for each occurrence noted above.
5. Under extraordinary conditions, the Superintendent, or his/her designee, may grant additional time.

ARTICLE 16

VACATIONS

1. Vacations shall be scheduled at the discretion of the appropriate supervisor and shall be as follows for full-time employees:

Two (2) weeks after one (1) year of service

Three (3) weeks on the anniversary date of five (5) years of service with the district.

ARTICLE 16 - Continued

2. After five years additional one (1) day a year, up to a maximum of twenty (25) days after fifteen (15) years of service.
3. Employees in their first year of work will earn vacation time to be taken in July or August as per the following sample schedule:

Hired In:	Vacation Days:	To be Taken In:
July of 05	10 Days	July 06/June 07
August of 05	9 Days	July 06/June 07
September of 05	8 Days	July 06/June 07
October of 05	7 Days	July 06/June 07
November of 05	6 Days	July 06/June 07
December of 05	5 Days	July 06/June 07
January of 06	4 Days	July 06/June 07
February of 06	3 Days	July 06/June 07
March of 06	2 Days	July 06/June 07
April of 06	1 Day	July 06/June 07
May of 06	1 Day	July 06/June 07
June of 06	0 Day	July 06/June 07

4. If an employee dies while in active service with the school district, full payment of wages earned and unused vacation time shall be made to the deceased employee's estate.
5. Vacation days not used employee will have the option of rolling over vacation days, with a maximum of four (4) vacation days into the next vacation calendar year.

ARTICLE 17

JURY DUTY

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such services will be turned over to the school district.
2. Expenses incurred for parking and food when serving on jury duty will be reimbursed when employees submit receipts for those expenses and adhere to proper district reporting procedures as defined by the Superintendent.

ARTICLE 18

INFORMATIONAL PRESENTATIONS

1. The Superintendent, or his/her designee, will make an effort to hold informational meetings concerning benefits and policies on an as-needed basis during the school year.
2. If informational presentations occur during the regular work day, at least one representative from each group of employees in the unit will be allowed to attend, whenever possible, upon the approval of the Assistant Superintendent for Administration and Personnel

ARTICLE 19

STAFF DEVELOPMENT

1. The Superintendent encourages staff members to participate in activities which will further develop their skills and job knowledge.
2. If individuals participate in after work in-service courses offered approved by the Superintendent, or his/her designee, approved participants shall receive a stipend at the rate of nine dollars (\$9.00) per hour for successful completion of the course.
3. Payment shall be made to the employee at the successful completion of the course, and the hourly rate in section 2 above will be used in calculating payment pursuant to the terms of this article.

ARTICLE 20

SAVING CLAUSE

1. This Agreement and all provisions herein are subject to applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

**Custodial Maintenance Association
Addendum
March 1, 2006**

HEALTH INSURANCE

1. Effective March 1, 2006 for all full time unit members enrolled in a District medical insurance plan, the District will contribute 100% of the premium for Blue Point Value at the applicable single, sponsor or family rate. In addition, the District will contribute an annual allowance in a 105 plan at the following rates:

Single	\$200
Sponsor	\$400
Family	\$600

2. New employees starting District employment on or after July 1, 2006, who were not enrolled in a District medical insurance plan on or before June 30, 2006:
- a. During the first year of enrollment the District will contribute 70% of Blue Point Value and 105 contributions noted above.
 - b. During the second year of enrollment, the District will contribute 85% Blue Point Value and 105 contribution noted above.
 - c. During the third year of enrollment, the District will contribute 100% Blue Point Value and 105 contribution noted above.
- 3a. The District will contribute 80% towards the premium for Major Medical only for those members currently enrolled and prior to December 31, 2005. Any member electing to take Major Medical on or after January 1, 2006 will be responsible for the entire premium.
- 3b. The District will provide 80% of the premium cost for Dental insurance coverage. The particular plan(s) will be ones that are mutually acceptable to the Association and Superintendent.
- 4a. If a unit member as described in Section 1 (a) above elects not to continue her/his medical insurance benefit through the District, then the unit member is eligible for an opt-out payment. If a member has not been covered by a District medical insurance plan prior to January 1, 2006, and does not subsequently enroll in coverage offered by the District, they will receive the opt-out payment noted below.
- 4b. To elect the opt out option the unit member must provide evidence of other medical coverage. The District will pay the opt out payments beginning March 1, 2006 over 24 pays, two times per month during the year, payments will continue long as the member remains covered by a medical plan provided by a source outside of the

Addendum Continued

District and the member remains employed on a full time basis by the District. This payment will be prorated when the unit member separates service with the District for any reason, or elects to join a District medical insurance program during the year. This benefit is subject to the restrictions noted below if applicable. This opt-out payment will be paid via the District's Cafeteria Benefits Plan.

4c. Yearly Opt-out payment schedule:

\$4000 for family plan

Beginning January 1, 2006, unit members whose spouse also works in the District will receive an annual opt out payment of \$600. The District will make these payments over 24 pays, two times per month during the year. This payment will be paid via the District's Cafeteria Benefits Plan.

5. Part time employees shall be eligible for the benefits as outlined in Sections 1 and 3 above, except they will have such benefits prorated in accord with their full time equivalent work status.
6. Employees who elect to participate in an alternative BluePoint 2 HMO plan(s) offered by the District in lieu of the health benefits described in section 1 of this article shall pay 100% of the difference between the cost of the plan selected and the District's contribution to BluePoint 2 Value.
7. Unit members who have been employed with the district full time for at least five consecutive years and were not enrolled in the District health insurance plan may elect to join the District health insurance plan without tiering as established for new hires.
8. Claims information filed by a unit member shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.
9. Members retiring after age fifty-five (55) having at least fifteen (15) years of service in the District will have premium payments for medical benefits continued up to the cost of 100% Blue Point Value, applicable 105 contributions and 80% of dental. Once the member turns 65 years of age the District will contribute 90% towards Blue Point Senior. In the event a member has monies remaining in their 105 allowance, they can utilize these funds for medical reimbursement upon reaching age 65. However, the District will no longer contribute to the 105 plan at age 65. If a comparable insurance policy is available for less than the combined premium cost of 100% of Blue Point Value, and 80% Dental, the District will pay up to that amount for out of service area coverage. Twice a year, the retiree must submit proof by receipt and the District will send two lump sum payments to the retiree or health insurance agency providing the

Addendum Continued

coverage. In the event a retired member, who had elected to opt out of the District health insurance plan, and experiences a major life event as defined by the insurance carrier, can re-enroll in the current District sponsored health insurance plan.

10. The District will provide a Section 125 flexible spending arrangement benefits plan.

March 1, 2006 Adjustments

On March 1, 2006 the District will make an annual contribution of \$625 for a single major medical plan or \$1550 for a family major medical plan only to those members currently enrolled in Major Medical as of December 31, 2005 and who opt out as of February 28, 2006. The District will pay the opt out payments beginning March 1, 2006 over 24 pays, two times per month during the year. This opt-out payment will be paid via the District's Cafeteria Benefits Plan. Once the member opts out of Major Medical and elects to return to the plan at a later date, they will pay the entire cost of the premium and no longer receive the allowance noted above.

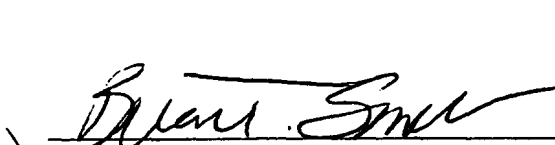
On March 1, 2006 the District will make a one time salary adjustment of \$0.15 to the hourly rate of each member.

On March 1, 2006, if feasible with Payroll, association dues will be deducted from each member's paycheck.

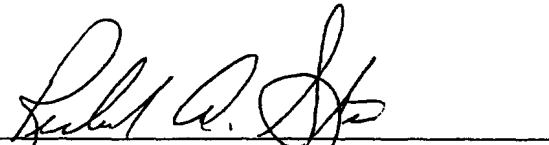
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

GATES CHILI CUSTODIAN,
MAINTENANCE and SECURITY
ASSOCIATION

SUPERINTENDENT OF SCHOOLS



Brian Smelt, President



Mr. Richard Stein

2-23-06

Date

2-23-06

Date