

GRANITE SCHOOL DISTRICT
**Granite Educational Support
Professionals Association**

Negotiated Agreement for Classified Employees

Effective July 1, 2008
Through June
30, 2011

The contents of this document were mutually agreed to by
the Granite School District Board of Education and
the **Granite Educational Support Professionals Association**

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GRANITE SCHOOL DISTRICT NEGOTIATED AGREEMENT FOR CLASSIFIED EMPLOYEES (2008 - 2011)

The Board of Education of Granite School District (hereinafter referred to as the "Board") and the Granite Educational Support Professionals Association (hereinafter referred to as the "Association") hereby agree as follows:

I. AGREEMENT, GENERAL PROVISIONS

A. Scope of Agreement: Minutes will be taken at all advisory meetings and signed off as agreed to by the parties. This agreement constitutes the entire agreement between the parties and may be modified only through the written, mutual consent of the parties. Neither the Board nor the Association will be responsible for loss of benefits due to the failure of an employee to read and know the policies and procedures of the Granite School District.

B. Effective Dates: This agreement shall be effective July 1, 2008, and shall continue in effect through June 30, 2011, except as provided in paragraph C. If a new agreement has not been reached between GSD and GESPA by June 30, 2011, the current agreement will remain in effect until a new negotiated agreement between GSD and GESPA has been mutually agreed upon.

C. Annual Negotiations: Negotiations shall commence on/or before May 1, each year (2009, 2010, 2011) for the purposes of seeking mutually acceptable contract Adjustments on the following items only:

1. Monetary Issues.
2. Medical Insurance.
3. Any other negotiable items with mutual consent of both parties.

D. Limitations: For the purpose of this Agreement and of any District policies and regulations for classified employees, the term "CLASSIFIED EMPLOYEE" shall apply only to contract employees, unless the term hourly or temporary employee is specifically inserted so that a given provision applies to them.

II. BOARD RIGHTS

Rights Retained by the Board of Education: it is expressly understood and agreed that all functions, rights, powers, and authority of the Administration and the Board which are not specifically limited by the express language of this agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

III. NEGOTIATING RIGHTS

A. Negotiation Representation: The Board hereby recognizes the Association for the duration of this agreement as the exclusive negotiating representative of all classified employees as defined herein.

B. Annual Negotiations: Representatives of the Board and the Association shall meet annually to negotiate over salary and economic fringe benefits for classified employees. Negotiations shall begin on/or before May 1, each year.

C. Impasse: If agreement is not reached on all items by an agreed upon date (to be determined in the first

negotiations meeting), either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation will be considered only if the other party joins in the request.

If both parties cannot agree to mediation on the first determined date, one party may declare to the other, by written request, that an impasse exists thirty days from the original date and that request for mediation will be considered a joint request, and the other party will join the request.

IV. UNINTERRUPTED SERVICE

A. No Strike Provision: The Association and all classified employees hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board.

V. DEFINITIONS OF TYPES OF EMPLOYEES

NOTE: *"Regular" and "Career" employees have an expectation of continued employment as outlined in the "Utah Orderly School Termination Procedures Act" (53A-8-101 to 107). "Intern/Provisional, Hourly, and Temporary" employees do not have an expectation of continued employment.*

A. Regular Employees: Contract employees, paid from the classified salary schedule, who have completed three years of district employment in a regular, continuous contract assignment and who are eligible for the District's insurance, sick leave and/or vacation programs.

B. Career Employees: Employees working six (6) hours per day in a single assignment for at least three years. (Combination assignments do not qualify; e.g. playground aide and lunch helper.)

C. Intern/Provisional Employees: Contract employees, normally working full time, paid from the classified salary schedule, who have completed less than three years of district employment in a regular, continuous, contract assignment and who are eligible for the District's insurance, sick leave and/or vacation programs.

D. Hourly Employees: Employees normally working 30 hours or less per week, who are not eligible for the District's insurance, sick leave, and/or vacation programs.

E. Temporary Employees: Employees hired on a substitute or short term basis for a period of one year or less, including student employees, substitute school lunch helpers, custodial helpers, relief drivers, summer maintenance help and similar categories.

F. Job Classification: Job Classification shall mean job title and job description as written and approved.

G. Seniority: There shall be two types of seniority—seniority in the District and seniority in a particular job classification.

1. Seniority of either kind shall be determined by length of continuous service.
2. Seniority shall accrue from the day on which the employee first reports for work in a contract assignment.

VI. GRIEVANCE PROCEDURE

A. Definition: Grievance shall mean a complaint by a classified employee that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this agreement affecting that employee.

B. Limitations On Use: *No intern/provisional, hourly, or temporary employee may use the grievance procedure or the orderly termination procedures to appeal dismissal or a decision by the Board not to renew his or her contract.*

1. No employee shall suffer any adverse reprisals from the District because of filing a grievance in good faith.
2. GESPA has the right to refuse to represent an employee at any step of the grievance procedure.

C. Procedure: The employee will be given the opportunity to have a representative present at all stages of the grievance procedure and all levels of the disciplinary procedure if requested. All grievances shall be resolved in accordance with the following procedure:

1. Step One: Oral Grievance

a. Informal Discussion: The employee with a grievance must first attempt to resolve it informally by discussing the issue with his/her immediate supervisor “*within ten working days*” after the employee becomes aware of the act or condition upon which the grievance is based.

b. Supervisor's Response: The supervisor shall have up to *ten working days* after learning of the grievance to consider the matter and give his/her answer orally to the employee.

2. Step Two: Written Grievance

a. Time Limitation: If the grievance is not resolved informally in step one, the employee may file the grievance with his/her immediate supervisor in writing *within ten working days* after receiving the answer in step one.

b. Requirements: The written grievance shall describe the nature of the grievance and the facts giving rise to it, shall note the provisions alleged to be violated, the position of the employee with respect to such provisions, and shall state the specific remedy requested to resolve the grievance.

c. Supervisor's Response: The supervisor shall have up to *ten working days* after receiving the written grievance to investigate the matter, meet further with the employee and representatives of the Personnel Office and the Association, if needed, make a decision, and communicate the answer in writing to the parties concerned.

NOTE: The specified time limits on both the employee and the supervisor may be extended, if justified, and mutually agreed to by the District and the Association.

3. Step Three: Appeal of Written Grievance

a. Time Limitations: If no mutually agreeable settlement is reached in step two, the employee may submit a copy of the written grievance to the superintendent *within ten working days* after receiving the answer in step two, requesting that the immediate supervisor's decision be reviewed by the superintendent's office.

b. Superintendent's Investigation: The superintendent or his designee and staff shall investigate the case, request all pertinent facts, and meet with the employee *within ten working days* after receiving the written appeal, to try to resolve the grievance.

c. Decision: The superintendent or his designee shall make a decision within *ten working days* after the step three grievance meeting and communicate the decision in writing to the parties concerned.

4.

Step Four: Impartial Third Party Hearing

a. Time Limitation: In the event that no mutually agreeable settlement is reached in the foregoing procedure, the employee or the Association may, *within ten working days* after receiving the decision of the superintendent or his designee in step three, file a petition in the superintendent's office requesting that the matter be referred to an impartial third party from outside the District for review and recommendations. The specified time limit may be extended, if justified, and mutually agreed to by both parties.

b. Selection: Representatives of the superintendent and the Association or employee, if the employee is proceeding without assistance of the association, shall agree upon an impartial third party hearing examiner from outside the District *within ten working days* after receipt of notice of referral. The hearing examiner shall be notified of his or her selection by a joint letter from the District and the Association or employee, if the employee is proceeding without assistance of the association, defining the issue(s) to be heard and requesting that he or she set a date, a time, and a format for the hearing. The hearing shall be held *within ten working days* after notification of the hearing examiner, unless the parties agree to an extension.

c. Limitation of Hearing Examiner's Authority: The hearing examiner shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The hearing examiner's authority shall be strictly limited to making a recommendation to the Board regarding only the specific issue or issues submitted in writing by the District and the Association or employee, if the employee is proceeding without assistance of the association. The hearing examiner shall have no authority to make recommendations on any other issue not so submitted. The hearing examiner shall have no power to make recommendations contrary to or inconsistent with the law. Recommendations to the Board must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this agreement to the facts of the grievance presented. The hearing examiner shall submit recommendations in writing *within ten working days* after the close of the hearing or the submission of agreed upon briefs by the parties, whichever is later, unless the parties agree to an extension.

d. Rules of Evidence: In the hearing, the employee and the Association may not present or rely on any evidence, material, allegation, or remedy that was not presented in steps one through three. In the event new evidence is discovered which might have bearing on the grievance, the grievance will return to step two.

e. Recommendation: *The recommendations of the hearing examiner to the Board shall be advisory only. The Board may implement the hearing examiner's recommendations in whole or in part, or may take such other action as the Board deems appropriate.*

The Board shall make a final disposition of the case at the next regular Board meeting after receiving the recommendations of the hearing examiner. If the hearing examiner's recommendation is received within a five-day period prior to a regular-scheduled Board meeting, the recommendation will be considered at the next regularly-scheduled Board meeting. The decision of the Board shall be final and binding on all parties of the grievance, provided the Board in its decision does not exceed its authority as established in the law.

f. Expenses Incurred: Expenses for the hearing examiner's service shall be shared equally by the District, and the Association, or the employee, if the employee is proceeding without assistance of the association.

D. Time Limits (Loss of Right to Grieve): No grievance shall be entertained or processed unless it is submitted within *ten working days* after the employee becomes aware of the act or condition upon which the grievance is based. If a grievance is not presented within such time limits, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the employee involved and the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

E. Meetings and Representation:

1. Scheduling: Meetings held under this procedure shall be conducted at times and places which will afford a fair and reasonable opportunity for all necessary persons, including witnesses, to attend. Such meetings shall be conducted during non working hours unless there is mutual agreement for other arrangements.

2. Right to Representation: In any grievance meetings all of the parties directly involved shall have the right to be accompanied, advised, and/or represented by a person of their own choosing.

VII. OVERTIME

A. Rate After Forty Hours: Classified employees who work more than forty hours in one week will be paid for the hours over forty on the basis of one-and-one half times their regular hourly rate. **Holidays and vacation days are considered as part of the forty-hour work week.**

NOTE: Employee vacation requests will not be approved if viewed by the supervisor as an attempt to create an overtime benefit.

B. Work Week Defined: The normal work week shall consist of five (5) consecutive work days excluding Sundays, and for most classified employees runs from 12:01 AM on Monday through 11:59 PM on Friday (exception for Central Kitchen night shift beginning 9:00 PM or after on Sunday through 6:00 AM or earlier on Friday). Classified employees who are required to work outside their normal work week or on non scheduled workdays will be paid for those hours worked on the basis of one-and-one half times their regular hourly rate. Employees may voluntarily accept additional work or weekend assignments by arrangement with their supervisor. **Contract trade days are not considered for time-and-one half pay.**

1. Exception for Police Officers: the normal work week for police officers includes Saturday and Sunday. Police officers will be paid time and one-half only when their weekly hours exceed forty.

2. Exceptions for Bus Drivers: the normal work week for bus drivers may include **weekends**. Time and one-half will be paid when weekly hours exceed forty, when working a non scheduled workday (other than during the "winter recess") from the District twelve month contract "excused from work" calendar, or on December 24 and December 31.

3. Exceptions for Custodial and Maintenance Employees: The normal work week may include Saturdays for the purpose of completing specific projects or scheduled work when the buildings are vacant. For maintenance projects, Saturdays would only be scheduled on a voluntary basis.

C. Holiday Rates: With the exception of police officers, classified employees who work on Thanksgiving, Christmas, or New Year's Day shall be paid a double time rate.

D. Prior Approval: *All overtime work, for which the employee will be paid from District overtime accounts,*

must receive prior approval from an assistant superintendent or designated representative. An immediate supervisor may authorize overtime work when payment will be made from appropriate accounts for which they have responsibility and control. In the event of an emergency, the approval will be retroactively received the following work day.

E. **Distribution:** Voluntary overtime assignments shall be offered equally among departmental employees as far as possible. Required overtime will be assigned equally (as required by Federal law).

F. **Emergency Call-Outs:** Contract employees called from home to perform duties on an emergency basis during off-duty hours will be paid at time and one-half from home to home. A minimum of one hour will be recognized for any employee called out.

VIII. COMPENSATORY TIME

A. **Options:** Regular and intern/provisional classified employees who have worked overtime may have the option of receiving overtime pay, as described under VII above, or equivalent compensatory time-and-one-half off, upon mutual agreement between the employee and his immediate supervisor.

B. **Records:** Employees who elect to take compensatory time-and-one-half off in lieu of overtime pay must keep appropriate records signed by themselves and their immediate supervisor on their Personal Absence Record Card.

C. **Coordination:** Compensatory time must be taken at a time which is entirely acceptable and approved in advance by the employee's immediate supervisor.

D. **Accumulation:** Compensatory time may not accumulate beyond a maximum unused balance of sixty hours. Employees may use the first forty hours of this accumulated time at a time which is entirely acceptable to themselves and their immediate supervisor, as outlined in section C (above). Hours beyond forty must be taken when scheduled by the immediate supervisor. Paid time off from work will normally be taken from the employee's accumulated compensatory time account before the employee uses vacation. An exception to this would be an employee whose accrued vacation is within three (3) days of being at their maximum accrual amount.

IX. SHIFT DIFFERENTIAL

A. **Afternoon Shifts:** Contract employees who begin work between 2:00 p.m. and 10:00 p.m. and work more than six hours per shift will be paid an additional 30 cents per hour.

B. **Night Shifts:** Contract employees who begin work between 10:00 p.m. and 3:00 a.m. and work more than four hours per shift will be paid an additional 50 cents per hour.

X. INSERVICE - TRAINING

Required Training: If job description requirements change or were modified from first contract employment, for each hour of class work required by the District for an employee to maintain their current job status, the District will reimburse the employee at **their** regular hourly rate of pay.

XI. ASSOCIATION RELEASED TIME

A. **Purpose:** The Board will authorize some leave days with pay to be used by the Association for the purpose of permitting its officers and other classified employees to attend various workshops, assemblies,

conferences, conventions, hearings, negotiations, and other functions or activities deemed vital to the interests and concerns of the Association and which may have a potential benefit to Granite School District

B. Requests: All requests for Association released time must be made by the Association president or designee to the associate director of classified human resources or designee, who has the exclusive power of authorizing and allocating Association released time. When desired by the associate director, request for released time shall be made in writing and include an agenda of subject matter.

NOTE: No Association business will be conducted on District time without prior approval listed in "B" above.

XII. PERSONAL LEAVE

A. Annual Limits: Personal leave may be granted annually to each Contract Classified employee of the District.

1. **Non Vacation Employees:** Non vacation contract employees (employees working less than 12-month contracts) are allowed two personal leave days annually. If the employees do not take these days, the full days will be paid out at 100%. If any portion of a personal leave day is not used, the remaining portion will be paid out at 35%.

Note: This payment will be processed during the first two weeks of August each year.

2. **Vacation Employees:** Classified employees who are eligible for vacation (12 month contract) may be granted one Personal Leave day annually with full pay at the discretion of the employee.

NOTE: Employees who do not choose to use their personal leave day, will receive 35 percent of the employee's daily rate of pay for the unused day. This payment will be processed during the first two weeks of August each year.

3. **Blocks of Time:** Personal Leave may be used in four-hour blocks of time.

B. Limitations: Personal leave is not to be used for other employment and is not cumulative. Limitations may be placed by the principal/supervisor on the number of employees who can take personal leave on a given day. Such limits may be necessary based on work schedule and substitute availability if required. Personal leave will not be granted in connection with any form of job action or work stoppage. Personal leave should not be taken the day before or after a school holiday (weekdays when school is not in session for students) or during the first or last five days of school. Exceptions must have the prior approval of the school principal/supervisor.

C. Requirements: Requests for personal leave must be requested on the **applicable** personal leave form (see appendix), which requires approval by the employee's immediate principal/supervisor. **Whenever possible**, a minimum of one day notice (24 hours) should be given to the principal/supervisor before taking personal leave, except in case of emergency.

XIII. SICK LEAVE

A. Eligibility: Contract employees are eligible for sick leave benefits. Those classifications already receiving sick leave, in jobs considered full time at less than eight hours shall also be eligible.

B. Restrictions: Regular sick leave is to be taken only for one's own illness, accident, or recuperation from

the same. It is the personal responsibility of every classified employee to use this sick leave only for the purpose intended. Any proven misuse thereof would be considered unethical, unprofessional, and in violation of this agreement.

C. Reporting: The employee must report to his/her immediate supervisor at the beginning of each shift when absence is required. Exceptions to this requirement:

1. **Extended illness or injury.** The daily report is not required beyond the first report. Supervisor will establish proper progressive reports.
2. **Employee is incapacitated.** Notification by family or friend in lieu of the employee.
3. **Immediate supervisor not available.** A message may be relayed through the immediate supervisor's secretary or another responsible employee.

Recuperation: Recuperation from accident or illness, while on sick leave status, must be in compliance with the doctors prescribed plan. Employees are not on vacation and should not do anything that could worsen or delay the healing process. Any variation from rest and limited activity must be approved by a doctor.

D. Special Use of Sick Leave: Special use of sick leave may be granted by the principal or supervisor in the event of serious illness or injury to any of the following members of the employee's family: husband, wife, father, father-in-law, step father, mother, mother-in-law, step mother, daughter, daughter-in-law, step daughter, son, son-in-law, step son, brother, brother-in-law, step brother, sister, sister-in-law, step sister, grandchildren, step grandchildren, grandparents, step grandparents, or any other person who is a permanent member of the same household as the employee. **The principal/supervisor may approve up to 10 days in any one contract year.**

NOTE: Serious illness shall be defined as hospitalization of a family member as defined herein, where anesthesia is administered or where a life-threatening condition exists (i.e. heart attack, emergency admittance, etc.).

E. Proper Use Examples: The following examples should serve as guidelines when the supervisor approves or disapproves special use of sick leave. When possible, supervisors should check with the Personnel Office for clarification of District practice before approving special use of sick leave not covered by these examples. Approved for special use of sick leave:

- Admitting or discharging family members to or from the hospital (usually one-half day maximum).
- Being present at a medical facility while family member is having surgery performed (usually one day maximum).
- Attending to family member emergency medical problem until nursing care or other arrangements can be scheduled.

NOTE: An employee has the obligation to arrange for child care or nursing care; otherwise, vacation, personal leave, compensatory time or leave without pay shall be used.

F. Special Use of Sick Leave for Death: Special use of sick leave may be granted by the principal or supervisor in the event of death of any of the following members of the employee's family: husband, wife, father, father-in-law, step father, mother, mother-in-law, step mother, daughter, daughter-in-law, step daughter, son, son-in-law, step son, brother, brother-in-law, step brother, sister, sister-in-law, step sister, grandchildren, step grandchildren, grandparents, step grandparents or any other person who is a permanent member of the same household as the employee.

In the event of the death of an employee's immediate family member, contract employees may be granted up to five (5) days of special use of sick leave by the principal/supervisor.

G. Accrual Rate: Sick leave will accrue at the rate of 1.1 days per month worked. There is no maximum on the number of unused sick leave days which can be accrued. Contract employees who have their contract FTE

(working hours) increased or decreased, will have their sick leave balance adjusted accordingly.

Example: A nine-month employee has worked 4 hours per day and has accrued 1.1 days per month for 4 years - 40 days (4-hour days). The employee increased his/her working hours to 8 hours per day. The 40 days must now be reduced to 20 days (8-hour days).

H. Verification: The District reserves the right to require verification of any illness or disability any time a classified employee is absent from work. When verification of short term (i.e., less than ten days) absence is required, the type of verification needed shall be specified in the supervisor's request for verification. **If medical verification has not already been submitted by the employee within the 10-day period, the employee must obtain a statement (on "Diagnosis and Functional Limitations Form") from a licensed medical doctor or osteopathic physician attesting to the illness or disability involved. This statement must be submitted by the employee to the employee's principal/supervisor on or before the tenth day of absence.** Failure to provide such information from employee's doctor **may** result in leave without pay for the classified employee, with possible dismissal.

1. **Doctor's Report:** the doctor's report must include:
 - a. Specific diagnosis of illness or injury;
 - b. Prognosis for recovery;
 - c. Estimated date when employee should be physically able to return to work.

2. **Diagnosis and Functional Limitations Forms:** For the employee's convenience, a Diagnosis and Functional Limitations Form is available from his/her supervisor or the Human Resources Office. This form should be used whenever possible. (See appendix for sample of form.)

I. Doctor's Release: when an employee's absence requires medical verification, the employee must furnish a medical release to the immediate supervisor when reporting back to work.

J. Temporary Transitional Duty Assignments ("light duty") At the discretion of the District and the employee's attending physician, employees may work in temporary transitional duty (TTD) assignments while recuperating from an illness or injury. Employees working in TTD assignments must work within the limitations set by the attending physician. Human Resources will coordinate all TTD assignments. TTD assignments do not imply a transfer of permanent job assignment

If the injury or illness is covered by Worker's Compensation ("industrial") and the District has an available TTD assignment:

1. The employee will be paid 90% of the regular rate of pay during the TTD assignment.
2. Worker's Compensation will pay the regular statutory compensation rate for any shortfall in TTD pay. Because worker's compensation (non-taxable) pays any shortfall in income,

Sick Leave, Vacation or Short-term Disability benefits will not be used to supplement the employee's pay while on TTD for worker's compensation.

3. If the employee refuses the District's TTD offering he/she is ineligible for Worker's Compensation lost time wages and could only use vacation, personal leave, compensatory time, or leave without pay. All options would require the supervisors approval and sick leave is not an option in this circumstance.

If the injury or illness is non-work related, and the employee is released to work by the attending physician in a limited capacity, and TTD is made available by the District, the employee may choose one of the following options:

1. The employee may accept the TTD assignment and receive 90% of the regular rate of pay and may elect to receive supplemental payments from any available paid leave, or
2. The employee may refuse the TTD offering and use sick leave, vacation and/or short-term disability benefits or other leave options.

XIV. SICK LEAVE INCENTIVE PROGRAM

A. Benefits: In order to encourage the accumulation of unused sick leave days, classified employees who retire under the provisions of the Utah State Retirement Act may receive payment for any unused sick leave days accrued to their credit.

B. Rate: Payments will be made upon retirement at the rate of 25% of the employee's then current daily rate for each unused sick leave day. Incentive checks will be available fourteen calendar days following the employee's official termination date.

XV. DISABILITY BENEFITS

A. Eligibility: Regular contract employees are eligible for Short-Term disability benefits in case of physical or mental disability which extends beyond the employee's accumulated sick leave. Those job classifications already receiving sick leave in jobs considered full time at less than eight hours per day shall also be eligible.

B. Definition: Disability shall be defined as the inability of the insured employee, as the result of extended physical or mental illness, to perform the essential functions of his/her regular job with or without reasonable accommodation. Prospects for recuperation shall not be grounds for denial of Short-Term disability benefits.

C. Pre-Existing Conditions: The Short-Term disability program does not provide coverage for any disability resulting from or related to a Pre-Existing condition (A condition, except pregnancy, which existed prior to the beginning date of employment for which medical advice, diagnosis, care, or treatment was received from or recognized by a physician).

D. Accommodations: If any accommodation is required, the employee has the responsibility to inform the district before returning to work.

E. Short-Term Disability Benefits: The following sections (1 - 9) define the operation of the district's short-term disability benefits program.

1. Beginning Date of Short-Term Disability Benefits: Short-Term disability benefits will be paid only after all accrued sick leave days and all accrued vacation days have been used and after a waiting period without pay. The length of the waiting period without pay depends upon the number of unused sick leave and vacation days the employee is able to apply to the illness involved. Employees may reduce the length of the waiting period without pay by saving up unused sick leave days for use in case of an extended illness. The length of the waiting period without pay shall be determined by the following formula:

Sick Leave/Vacation Days Applied to This Illness	Waiting Period, Contract Days Without Pay*
0 - 5.9	10
6 - 10.9	8
11 - 15.9	6
16 - 20.9	4
21 - 40.9	2
41 or more	0

* Must be applied to same illness during period immediately preceding beginning date of waiting period.

2. Amount of Payment: The payment to the employee shall be 80% of salary not to exceed a period of six calendar months. Benefits will only be paid for days within that six-month period designated by the Board as working days for the employee's job classification.

3. Maximum Benefit: Short-Term disability benefits shall not exceed 120 days in any five-year period.

4. Application for Benefits: *Written application for Short-Term disability benefits (including doctor's statement) must be submitted to the Personnel Office on approved forms no later than thirty calendar days after the first date of the waiting period. Short-Term disability forms (including doctor's statement) must also be submitted by the employee or his designee each 30 calendar days during an extended illness in order to prevent suspension of benefit payments. (Refer to the Appendix for a copy of the Short-Term disability form.)*

5. Verification: No payment shall be made for any period of disability in which the employee is not under the regular care and attendance of a physician. The District reserves the right, to have a physician of its own choice examine the insured employee if medical records submitted are not sufficient. Benefits may be denied by the District upon recommendation of a District- appointed physician. Any disputes between the District's doctor and the employee's doctor will be resolved by mutually requesting a third doctor's recommendation. This doctor must be a board certified specialist appropriate to make such a determination.

6. Employee Rehabilitation: If the employee's prospect for recovery to perform one's

regular job is in question, then rehabilitation of the employee into other employment areas should be considered and when possible implemented. Either the Long-Term disability insurance carrier or a licensed rehabilitation counselor will evaluate the employee and design a rehabilitation plan, including such areas as course work, on-the-job training, and other employment.

7. Suspension of Benefits: Short-Term disability benefits may be suspended for the period of time in which the employee fails to make required written application. *Benefit payments shall not be retroactive for the period of time the employee failed to make timely written application or provide doctor's statements as required (4. Application for Benefits) above.*

8. Termination of Benefits: Short-Term disability benefits shall terminate as soon as the employee is well enough to return to work, or when the employee becomes eligible for benefits under any state or federal program, or when the employee becomes eligible for Granite District's Long-Term disability benefits. Benefits will not be paid beyond the length of the waiting period for Long-Term disability. This waiting period shall start with the last actual work day of the employee regardless of sick leave, vacation, holidays, or non-contract workdays.

9. Employment Status: Employees on Short-Term disability:

- a. Do not accrue sick leave.
- b. Do not accrue vacation.
- c. Are covered by medical and life insurance.

F. Long-Term Disability Benefits Program: The following sections (1 - 4) describe the available long-term disability benefits program.

1. Benefit: A Long-Term disability plan has been formulated for classified employees by the Board and the Association in the event an employee incurs a Long-Term or permanent injury or disease.

2. Eligibility: All contract classified employees.

3. Participation: *Participation in the plan will be voluntary. For employees who choose to enroll in the program, the District will pay 100% of the monthly premium.*

4. Enrollment: *Eligible employees who submit the necessary enrollment materials to the Insurance Office before the monthly payroll cut off date will be covered as of the first day of the following month.*

XVI. VACATION BENEFITS

A. Annual Vacation: The vacation policy for classified employees permits all contract employees working twelve months to receive an annual vacation. This vacation may be taken during any month of the year, however, days selected must be entirely acceptable and approved by each employee's immediate supervisor.

B. Vacation Accrual: Vacation accrues monthly and the rate is dependent upon District seniority:

Yrs of Continuous/Current Contract Employment

			<u>Accumulation</u>
• Beginning 1st yr. thru 5th yr.	.84 days	10	16
• Beginning 6th yr. thru 9th yr.	1.00 days	12	19
• Beginning 10th yr. thru 12th yr	1.34 days	16	26
• Beginning 13th yr and after	1.59 days	19	30
• Beginning 18th yr. And after	1.67 days	20	30

NOTE: Maximum Accrual: Contract employees will be allowed to accumulate to the above maximums, and *will not earn additional vacation until they have used some days and fallen below their maximum.* There will not be an annual cutoff date.

C. Cash Payments: Because vacation is an "accrued asset" and rightfully belongs to the employee, any unused balance will be paid, **upon resignation, termination, or retirement**, with the following restrictions:

1. *Total days paid may not exceed the employee's annual total days.*
2. Total salary payments plus the amount paid for unused vacation may not exceed the total earnings encumbered for that year.
3. The termination/retirement date must be set to include use of all accrued vacation.

D. Options: Every contract employee will have the individual option of using current vacation or carrying a reserve balance for emergencies or travel purposes. The Board of Education, however, believes that an annual vacation is important and necessary for the well being of each employee. Therefore, each employee is encouraged to use his/her full vacation each year.

E. Change in Employment Status: Any contract employee who has earned vacation while working as a twelve-month employee and is then changed to another status, will be entitled to the full use of those days earned or payment subject to the limitation stated above.

F. Seniority Credit: Any contract employee who has been working in a nine, ten, or eleven month position and is transferred into a twelve-month position will be granted seniority credit on the vacation schedule for the purpose of vacation accrual.

XVII. MEDICAL INSURANCE - GROUP ELIGIBILITY

A. Coverage: The Board provides major medical, surgical, and hospitalization insurance for eligible employees (regular and intern/provisional contract employees, and central kitchen night shift employees who work seven hours per day in a regular, continuous assignment). Employees who elect medical coverage, will pay a monthly co-premium assigned to the respective plan.

NOTE: Contract employees who work less than full time (8 hours per day) will pay the respective medical plan co-premium plus the proportional share of the full premium, with the exception of the central kitchen night shift employees who work seven hours per day and are considered eight hour employees only for the purpose of insurance.

B. Effective Date of Coverage: Coverage under this medical plan is not automatic. Eligible employees who desire coverage under any District sponsored group medical program *must provide a medical plan enrollment card.* The required Medical Plan forms must be submitted by the employee to the District

Benefits Office within the first 30 days of the contract start date. Coverage will begin the 91st day of the contract employment if the employee enrolls within the first 30 days.

C. Delinquent Forms Submission: If the forms are submitted after the 30th day of the contract start date, *the employee and all eligible dependents will be Late Enrollees are subject to an 18 month pre-existing condition waiting period.*

D. Partial Premium: The cost of this insurance will be paid partially by the Board for the following employees:

1. **Transportation Employees:** Transportation employees who work less than eight hours per day in a regular, continuous assignment are also eligible for this insurance provided that they make application for it in the Benefits Office and assume the proportional cost of the monthly premium by authorized payroll deduction. A renewal "Part-Time Payroll Insurance Authorization" form will be required annually prior to September 30.

2. **Food Service Employees:** Cafeteria employees who work less than eight but at least six hours per day in a regular, continuous assignment are also eligible for this insurance, provided that they make application for it in the Benefits Office and assume the proportional cost of the monthly premium by authorized payroll deduction. A renewal "Part-Time Payroll Insurance Authorization" form will be required annually prior to September 30.

E. Continuation of Coverage: Eligible contract employees, working less than 12 months, will have insurance coverage during the summer months and until August 31, of that year, provided the employee has completed the employment contract for the school year just ended. All coverage will otherwise end with the employee's termination date.

F. Association leaders and/or Association appointees will meet regularly with the district to discuss study and make recommendations regarding the substance, implementation and funding of insurance programs.

XVIII. RETENTION OF BENEFITS

Assurances: If during the term of this agreement, a regular contract employee is administratively reduced in working hours, the employee shall:

- Continue in status as a contract employee;
- Continue to be covered by this agreement;
- Continue to be eligible for all negotiated contract fringe benefits, with the option of maintaining full coverage under the District's medical and life insurance programs by paying the proportional share of premium costs by payroll deduction.

XIX. UNIFORM ALLOWANCE

A. Required Uniforms: Where the employee wearing of a uniform is required by the district, the district will purchase the uniform.

B. Payment: The uniform allowance will be credited to a local approved uniform supplier.

XX. ASSOCIATION BUSINESS MEETINGS

An appropriate time will be allocated at the end of department meetings, for the purpose of giving the GESPA officers an opportunity to update its members (attendance is optional).