

GRANITE SCHOOL DISTRICT

GRANITE EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

NEGOTIATED AGREEMENT FOR CLASSIFIED EMPLOYEES

**EFFECTIVE JULY 1, 2011
THROUGH
JUNE 30, 2014**

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

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GRANITE SCHOOL DISTRICT NEGOTIATED AGREEMENT FOR CLASSIFIED EMPLOYEES 2011-2014

The Board of Education of Granite School District (hereinafter referred to as the "Board") and the Granite Education Support Professionals Association (hereinafter referred to as GESPA) 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 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, 2011, and shall continue in effect through June 30, 2014. 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 (2012, 2013, 2014) for the purpose of seeking a 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 four (4) hours per day in a single assignment for at least three (3) 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. **Temporary Employees:** Employees hired on a substitute or short term basis for a period of six (6) months or less, including student employees, substitute school lunch helpers, custodial helpers, relief drivers, summer maintenance help and similar categories.
- E. **Job Classification:** Job Classification shall mean job title and job description as written and approved.
- F. **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 all, 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. **Superintendents 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 decisions *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 the 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; it 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 joint letter from the District and the Association or employee, if the employee is proceeding without assistance of association, defining the issues(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. **Rights to Representation:** In any grievance meeting, all 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 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 weeks 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. **Exception 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:** All 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
- 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 PM and 10:00 PM 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 PM and 3:00 AM and work more than four hours per shift will be paid an additional 50 cents per hour.

X. INSERVICE TRAINING

- A. **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 of the Association and which may have 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, requests for released time shall be made in writing and must include an agenda of subject matter.

NOTE: No Association business will be conducted on District time without prior approval 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 months) are allowed two personal leave days annually. If the employees do not take these days, any full day remaining will be paid out at 100%. If any portion of a personal leave day is used, the remaining portion of that day 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% of the employee's daily rate 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, grand children in-law, step grandchildren, grandparents, grandparents in-law, 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.

E. **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, grand children in-law, step grandchildren, grandparents, grandparents in-law, 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.

F. **Accrual Rate:** Sick Leave 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 as 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 (20 - 8 hour days).

G. **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 faxed or delivered to the district benefits office 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. The benefits office will fax the supervisor copy of the DFL to the employee's supervisor.

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)
- H. **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.
- I. **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 or 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 100% 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 with pay. All options would require the supervisor's approval and sick leave is not an option in this circumstance.

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 last day of the reporting period.

XV. DISABILITY BENEFITS

A. Refer to Memorandum #112

NOTE: Any changes made to memorandum #112 must be mutually agreed upon with the district and both negotiating parties, GESPA and GEA.

XVI. VACATION BENEFITS

A. **Annual Vacation:** The vacation policy for classified employees permits all 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:

<i>Yrs of continuous/current contract employment</i>	<i>Accrual per month</i>	<i>Total Annual Days</i>	<i>Maximum Accumulation</i>
<i>Beginning 1st year through the 5th year</i>	<i>.84 days</i>	<i>10</i>	<i>16</i>
<i>Beginning 6th through the 9th year</i>	<i>1.00 days</i>	<i>12</i>	<i>19</i>
<i>Beginning 10th through the 12th year</i>	<i>1.34 days</i>	<i>16</i>	<i>26</i>
<i>Beginning 13th through the 17th year</i>	<i>1.59 days</i>	<i>19</i>	<i>30</i>
<i>Beginning 18th year and after</i>	<i>1.67 days</i>	<i>20</i>	<i>30</i>

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.

NOTE: Terminating employee’s, or employees retiring in May or June, must plan their retirement/termination date such that all vacation days are taken prior to the end of their contract year, if applicable, including the maximum paid days. Failure to plan accordingly will result in loss of vacation pay.

- D. **Options:** Every contract employer 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 medial 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. An apprentice custodian's coverage will begin the first day of contract employment if the employee enrolls within 30 days of the contract start date.
- C. **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.
- D. **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.
- E. 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 GESPA officers an opportunity to update its members (attendance is optional).