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Contract Database Metadata Elements

Title: **Mahopac Central School District and International Brotherhood of Teamsters (IBT), Local 456 (2003)**

Employer Name: **Mahopac Central School District**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **456**

Effective Date: **07/01/03**

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

PERB ID Number: **5523**

Unit Size: **14**

Number of Pages: **30**

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BCF | 5523

AGREEMENT

Between the

MAHOPAC CENTRAL SCHOOL DISTRICT

And

LOCAL 456, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

(SUPERVISORY ASSOCIATION OF MAHOPAC)

July 1, 2003 - June 30, 2009

RECEIVED

FEB 25 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

14

EMPLOYEE LISTING BY EMPLOYEE TYPE

Displaying Primary Values

EMP#	EMPLOYEE NAME	STAT	TYPE	BLDG	DEPT
SUP12 - SUPERVISOR-12MO					
1034	BAGDON, KEVIN M	ACT	SUP12	LV-2	<N/A>
1124	CASTRONOVO, CHARLES	ACT	SUP12	LV-2	<N/A>
1341	GUNN, FRANCIS G	ACT	SUP12	BG-2	<N/A>
2800	KENNEDY, DAMIAN	ACT	SUP12	LV-2	<N/A>
1570	MIRAGLIA, ANGELA	ACT	SUP12	BG	<N/A>
2206	PAGANICO, FREDERICK L	ACT	SUP12	FALLS	<N/A>
2023	PIEHLER, RICHARD E	ACT	SUP12	HS	<N/A>
1682	RODAK, FRANK C	ACT	SUP12	HS	<N/A>
1702	RUSSELL, JOHN F	ACT	SUP12	MS	<N/A>
1776	STERN, CHRISTOPHER E	ACT	SUP12	AR	<N/A>
2867	TWARDY, MICHAEL	ACT	SUP12	MS	<N/A>
1844	WARD, GERALD B	ACT	SUP12	FR	<N/A>
1901	WELLINGTON, THOMAS	ACT	SUP12	FALLS	<N/A>
1872	WOJNAR, RICHARD H	ACT	SUP12	HS	<N/A>
TOTAL NUMBER OF EMPLOYEES:					14
GRAND TOTAL:					14

Report Completed 2:10 PM

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e.g. A current SBU member is a crew chief who is appointed July 1, 2006 as a Head Custodian at the Middle School shall be placed on the "95% Salary Grid" for a period up to 24 months. 2006 - 2007: 55,492; 2007-08: 59,096; 2008-09: 66,000. COMPENSATION - OVERTIME, BUILDING CHECKS, NIGHT DIFFERENTIAL, TIME CLOCKS, EMERGENCY CALL IN 5

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AGREEMENT BETWEEN MAHOPAC CENTRAL SCHOOL DISTRICT AND
LOCAL 456, INTERNATIONAL BROTHERHOOD OF Teamsters
(SUPERVISORY ASSOCIATION OF MAHOPAC)

This Agreement is entered into by and between the Board of Education of the Mahopac Central School District (hereinafter referred to as the "BOARD" and the "DISTRICT") and Local 456, International Brotherhood of Teamsters (hereinafter referred to as the "UNION") and will be in effect July 1, 2003 through June 30, 2009.

RECOGNITION

The Board has recognized the Union as the exclusive bargaining agent for the unit defined as all classified personnel, including: Head Bus Driver; Mechanic Foreman; High School Head Custodian; Middle School Head Custodian; Middle School Crew Chief; High School Crew Chiefs; Elementary Head Custodians; Elementary Crew Chiefs, Head Groundskeeper, and Head Custodian / Crew Chief. (Crew chief may be classified as Head Custodian)

Having negotiated collectively with the Board concerning wages, salaries, hours and all other terms and conditions of employment, the Union and the Board do hereby agree to the terms of this contract as set forth herein.

ARTICLE I

COMPENSATION - SALARIES

A. Salaries: Salaries for incumbents of the bargaining unit as of the date of the agreement are as follows:

ANNUAL PERCENT INCREASES:

SALARY TABLES:

Head Custodians						
Year	HS	MS	AR	FALLS	FR	LV
03-04	60,074	47,033	53,939	51,004	48,783	48,783
04-05	61,659	50,826	55,951	53,603	51,826	51,826
05-06	63,245	54,620	57,964	56,203	54,870	54,870
06-07	64,830	58,413	59,976	58,802	57,913	57,913
07-08	66,415	62,207	61,988	61,401	60,957	60,957
08-09	68,000	66,000	64,000	64,000	64,000	64,000

CREW CHIEFS / Head Custodian II				
Year	HC / CCHIEF HS	HC / CCHIEF MS	HC / CCHIEF EL	GROUND
03-04	41,879	41,546	41,213	39,198
04-05	45,103	44,437	43,770	42,158
05-06	48,328	47,661	46,994	46,082
06-07	51,552	50,552	49,552	49,043
07-08	54,776	53,443	52,109	52,003
08-09	58,500	56,500	55,000	55,000

Bus Garage			
Year	Head Custodian (LV*)	Head Bus Driver	Chief Mechanic
03-04	60,616	54,229	54,708
04-05	60,778	56,283	56,666
05-06	62,363	58,338	58,625
06-07	63,948	60,392	60,583
07-08	65,533	62,446	62,542
08-09	67,118	64,500	64,500

LV* Current employee

PROBATIONARY PERIODS:

The probationary period for the purposes of Civil Service Permanent status will be between 8 to 52 weeks beginning the date of Board of Education appointment.

District employees that hold the civil service title of Custodian and are hired on a probationary basis to the Supervisor Bargaining Unit (SBU) will be granted credit for years served in the employment of the Mahopac Central School District with regards to carry over sick days, longevity, vacation days, and retiree health insurance. However, provisions for probationary periods and new hire salary grids apply.

The salary probationary period for the purposes of salary placement on the "95%" salary grid shall be up to 24 months beginning the date of Board of Education appointment. See New Hire Grids below:

NEW HIRES PLACED: On or After July 1, 2006: 95% Salary Grid

		Head Custodians					
NEW HIRES		HS	MS	AR	FALLS	FR	LV
LEVEL 1	0.95						
	05-06	60,082	51,889	55,065	53,392	52,126	52,126
	06-07	61,588	55,492	56,977	55,862	55,017	55,017
	07-08	63,094	59,096	58,888	58,331	57,909	57,909
	08-09	64,600	62,700	60,800	60,800	60,800	60,800

		Bus Garage	
Year		Head Bus Driver	Chief Mechanic
Level 1			
	05-06	55,421	55,693
	06-07	57,372	57,554
	07-08	59,324	59,414
	08-09	61,275	61,275

		CREW CHIEFS			
Year		HC / CCHIEF HS	HC / CCHIEF MS	HC / CCHIEF EL	GROUNDS
Level 1	0.95				
	05-06	45,911	45,278	44,644	43,778
	06-07	48,974	48,024	47,074	46,591
	07-08	52,037	50,770	49,504	49,403
	08-09	55,575	53,675	52,250	52,250

e.g. A current SBU member is a crew chief who is appointed July 1, 2006 as a Head Custodian at the Middle School shall be placed on the "95% Salary Grid" for a period up to 24 months. 2006 – 2007: 55,492; 2007-08: 59,096; 2008-09: 66,000.

COMPENSATION – OVERTIME, BUILDING CHECKS, NIGHT DIFFERENTIAL, TIME CLOCKS, EMERGENCY CALL IN

- B. Overtime: Members of the bargaining unit who work in excess of forty (40) hours in- a work week shall be compensated for all hours in excess thereof at the rate of time and one-half (x1 1/2) their normal rate of pay, except that if the overtime occurs on a Sunday or holiday, the overtime shall be compensated at the double time (x2) rate. For the purpose of eligibility for overtime, contractual paid time off shall be deem as time worked.
- C. Building Checks: Members of the bargaining unit required to perform building checks shall be paid one and one-half (1 1/2) hours at the rate of time and one-half ((1 1/2)) for each building check regardless of the day on which the check is made. However, should the discovery of a situation which requires immediate action and/or an emergency during such building check result in the employee remaining to resolve the situation or emergency beyond one and one-half (1 1/2) hours, the employee shall be paid for the time actually worked at the time and one-half (1 1/2) rate for all days except Sundays and paid holidays. On Sundays and paid holidays, the rate for time beyond one and one-half (1 1/2) hours shall be paid at the double (x2) time rate.

BUILDING CHECK

Shall consist of but not limited to:

- Full perimeter walk of the schools exterior, checking for any physical damage.
- Inspect school heating plant
- Inspect domestic water controls, panels etc.
- Inspection of all interior hallways

- D. Night Differential. Members of the bargaining unit whose regular shift starts at 2:00 p.m. or later shall be entitled to an additional compensation per annum for working such tour.

Type	Current	2003-04	2004-05	2004-05	2005-06	2006-07	2007-08	2008-09
Night Differential	600	600	650	650	675	700	700	700

E. TIME CLOCKS -

All bargaining unit members will use time clocks to punch in at the start of the work period and punch out on completion of the work period.

F. Emergency Call - In -

Unit members called in on an emergency will be compensated a minimum of 2 hours at applicable rate.

ARTICLE II SICK LEAVE AND DISABILITY - INCUMBENT MEMBERS AS OF JUNE 30, 2006

A. Sick Leave

Current bargaining unit members shall be allowed fifteen (15) days of work days (sick day) annually without loss of pay. Sick days will be prorated for partial year employment. Sick leave accumulation shall be permitted up to 200 days. Sick leave is intended to include illness or injury to an employee or to a member of his/her immediate family when the attending physician recommends the employee's presence. Employees absent for more than three (3) consecutive school days because of personal illness may be required to submit a doctor's certificate to the office of the Asst Supt for Human Resources.

B. Sick Leave Two Hundred (200) Day Excess Accumulation

As of June 30, 2006 all unit members with sick leave days in excess of the 200 day limit will be "frozen and banked". Each listed unit member will cash out all "frozen and banked" excess sick leave days on pro-rata at the current per diem rate on the date paid, over the term of this contract. See Appendix "C" Accumulated Sick Days *50% of acc sick days.*



Beginning June 30, 2006 unit members at the 200 limit will earn 15 sick days per year and may cash-in up to one-half of the prior year unused annual entitlement, which shall be paid in July of each year starting in July 2007.

C. Sick Day Retirement Allowance

Upon retirement or death, fifty percent (50%) of the accumulated sick leave at the then current dollar value shall be paid to the employee or his/her beneficiary. The employee or beneficiary shall submit proof of entry into the NYS Employee's Retirement system or death for the purpose of payment under this provision.

ARTICLE II SICK LEAVE AND DISABILITY - UNIT MEMBERS HIRED ON or AFTER JULY 1, 2006

D. Sick Days

Unit members hired after June 30, 2006 shall be allowed fifteen (15) days of work days (sick leave) annually without loss of pay. Sick days will be prorated for partial year employment. Sick leave accumulation shall be permitted up to 200 days. Sick leave is intended to include illness or injury to an employee or to a member of his/her immediate family when the attending physician recommends the employee's presence. Employees absent for more than three (3) consecutive school days because of personal illness may be required to submit a doctor's certificate to the office of the Asst Supt for Human Resources, or his/her designee.

E. Sick Day Retirement Allowance

Upon retirement or death, fifty percent (50%) of the maximum thirty-five (35) day accumulated sick leave at the then current dollar value shall be paid to the employee or his/her beneficiary. The employee or beneficiary shall submit proof of entry into the NYS Employee's Retirement system and application of section 41 J for the employee's retirement system or death for the purpose of payment under this provision.

E.g. SBU member hired after June 30, 2006 accumulates the maximum number of sick days, 200 days. SBU retires into the NYS Employee's retirement system and makes application to apply the maximum number of sick days for the purpose of section 41 J., 165 days. The fifty 50% percent of the remaining 35 days (200 - 165) may be cashed in., i.e. 50% of 35 days or 17.5 days.

ARTICLE II SICK LEAVE AND DISABILITY – EXTENDED SICK LEAVE BANK

G. Sick Leave Bank (SLB)

The Sick Leave Bank is established to provide protection against the economic effects of long term illness or accidents

Sick Leave Bank -- A Sick Leave Bank (SLB) is hereby established to provide protection against the economic effects of long term illnesses or accidents. To this end the following is provided:

1. Contributions to the SLB
 - a) Each Supervisor bargaining unit member will contribute two (2) sick leave day to the SLB which shall be deducted from the fifteen (15) allowable sick leave days granted Supervisor bargaining unit members July 1, 2006
 - b) The District shall contribute twenty-eight (28) days to the SLB effective July 1, 2006.
 - c) Each Supervisor Bargaining Unit (SBU) member will contribute two (2) sick leave day to the SLB which shall be deducted from the fifteen (15) allowable sick leave days granted Supervisor bargaining unit members July 1, 2007
 - d) The District shall contribute twenty-eight (28) days to the SLB effective July 1, 2007.
 - e) Each new member of the SBU who has completed two (2) years of service to the district will be eligible to join the SLB.
 - f) Each member of the SBU on completion of two (2) years service in the Superior's Bargaining Unit will contribute four (4) sick leave days to the SLB which shall be deducted from the fifteen (15) allowable sick leave days granted Supervisor bargaining unit members over a two year period.

2. Administration of the SLB

The SLB shall be administered by a SLB Governance Committee comprised of two members selected by the SBU and two members selected by the Superintendent of Schools. The role of the SLB Governance Committee shall be to establish SLB procedures implementing the language herein and to administer the dispensation of any SLB days.

3. Eligibility Rules for SLB days

Eligibility for SLB days shall be based on the following:

- a) Supervisor bargaining unit members first must expend all annual and accumulated sick leave.
- b) Applicants for SLB days should make application for SLB days as soon as it becomes apparent the SBU member will expend all of his or her sick leave days in order to allow time for the Committee to act on the SBU member's request and to insure continuity of income.
- c) All SLB day requests must be in writing and on a form prescribed by the SLB Governance Committee setting forth the condition(s) necessitating use of SLB days and granting a release in writing to the Committee to communicate directly with the SBU member's medical provider(s).
- d) SLB days shall be granted in blocks of ten (10) days, but the SLB Governance Committee may alter the above at its discretion.
- e) The SLB Governance Committee may require periodic medical updates be provided by the SBU member. Failure to provide requested information may jeopardize or delay granting of additional SLB days.

4. SLB days vs. Sick Leave days

The standards for granting of SLB days are stricter than the granting of sick leave on a per diem basis. Applicants may be denied SLB days unless the illness or accident meets one or more of the following conditions:

- a) The SBU member is hospitalized or bedridden.
- b) The SBU unit member is certified by his or her doctor as not physically or mentally capable to perform the duties normally expected of the SBU member's position, and is virtually housebound.
- c) The SBU member is quarantined by order of a doctor or otherwise has a condition deemed hazardous to the health of others.
- d) The SLB Governance Committee finds criteria not listed above warrants the granting of SLB days.

5. SLB Applicant's Responsibilities

SLB days shall not be granted to any SBU unit member who is unable to provide medical evidence or certification that he or she is unable to perform the normal duties of his or her job as a SBU member. Failure of the SLB applicant to provide the Committee access to medical personnel or failure by the SBU member's doctor to provide the required certification, may jeopardize or delay the granting of SLB days.

6. SLB Waiting Period

There shall be a waiting period required of all SLB applicants prior to the granting of any SLB days. Each applicant shall undergo a waiting period equal to six (6) days for each year of employment in Mahopac Central School District, with the total waiting period not to exceed sixty (60) days.

7. Maximum SLB Utilization

The maximum number of SLB days allowable for any SBU member shall be equal to one full work year, or 260 days calculated at 1/260th of the SBU member's salary, July through June.

- a) The utilization of SLB days may span more than one school year.
- b) A SBU member may request SLB days on more than one occasion in the same school year or a later year for a recurrence of the past condition, or for another illness or accident. In such instances there shall be no additional waiting period required.
- c) The committee shall be empowered to grant up to ninety (90) additional SLB days to SBU members who have previously used one full year of SLB time and who have served the Mahopac Central School District for at least fifteen (15) years. The use of those ninety (90) SLB days shall be limited to severe health conditions or accidents which result in the SBU member being disabled, but not permanently disabled.

8. Purpose of the SLB

The SLB is designed to offer SBU members who are capable of returning to work an income during the period of recovery from a serious illness or accident. The SLB is not designed to replace or supplement a SBU member's income when that Supervisor bargaining unit member would be classified as permanently disabled or when the Supervisor bargaining unit member who would qualify for Social Security disability benefits or NYSERS disability benefits. The SBU unit member's doctor must reasonably certify that the SBU member making application for SLB days will be likely to recover and will be able to return to work.

9. Authority of the SLB Governance Committee

- a) The SLB Governance Committee's decision on the dispensation of any and all SLB days shall be final and binding on all parties. The SLB applicant shall have the right to appeal an adverse decision of the SLB Governance Committee in the event the SBU member is able to present additional or new medical information not previously considered by the Committee.
- b) The Sick Leave Bank provisions as set forth herein are not subject to the grievance procedure in this agreement.

10. Replenishment of the SLB

In the event the number of SLB days held in the account of the SLB falls below one hundred (100) days, the SLB will be replenished by deducting one (1) sick leave day from each SBU member. The number of SBU member days will be matched by the District.

ARTICLE II SICK LEAVE AND DISABILITY – DISABILITY INSURANCE

H. Disability Insurance

The Board shall also provide funds for a disability insurance plan selected by the bargaining unit members, which commences payments at the expiration of the employee's accumulated sick leave. The SBU agrees to provide the following:

1. A copy of the policy of the unit's disability insurance plan will be on file at the Human Resource Department.
2. An annual financial audit will be submitted to the Superintendent's Office.
3. The total district contribution for said plan shall not exceed amounts below per fiscal year.

Type	Current	2003-04	2004-05	2004-05	2005-06	2006-07	2007-08	2008-09
Disability Insurance	9,500	9,500	9,500	9,500	9,500	11,800	11,800	11,800

Employees who are deemed to be disabled as a result of a work related incident by the Worker's Compensation Board, shall incur no loss of sick leave and shall maintain his/her regular rate of pay pursuant to the following formula:

One (1) month for each year of service, with the district, not to exceed twelve (12) months. Thereafter, sick leave will be credited on a pro-rata basis. However, this benefit does not diminish the school district's authority under Section 71 of the Civil Service Law.

ARTICLE III LIFE INSURANCE / PERSONAL PROPERTY LOSS

The Board shall provide life insurance in the amount of Fifty-Thousand (\$50,000.00) Dollars to active members, effective July 1, 1992.

REIMBURSEMENT FOR LOSS, DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY

The employer shall reimburse employees who suffer loss, damage or destruction of personal property when such damage occurs on the premises of the District and/or as a result of the performance of their duties provided:

- 1) The employee suffers such loss without fault or negligence on her/his part.
- 2) If any, reimbursement will be limited to the amount by which the damage exceeds insurance coverage, maintained by the employee when the loss is covered by an insurance company, but in any event reimbursement will not **exceed \$ 400 per occurrence.**
- 3) Proof of damage and determination of the amount of damage will be in accordance with standard insurance practices for settlement of such claims notwithstanding that no insurance may be in effect on the damaged property.

4) **ARTICLE IV) VACATION ALLOWANCE: INCUMBENT SBU MEMEBERS AS OF JUNE 30, 2006:**

A. Vacation Days

- a. Vacation Days:
 - o 0 to the end of 2nd year - 15 work days per year
 - o 3 to the end of 5th year - 20 work days per year
 - o 6 or more years 25 work days per year
- b. Vacation time may be taken at any time during the year subject to management's needs and with at least thirty (30) days advance written notice.
- c. An employee may request from the Superintendent, or his designee, flexibility in scheduling time.
- d. Employees shall be entitled to accumulate vacation leave subject to the approval of the Superintendent. At the start of each school year, September 1, each UNIT MEMBER shall have no more than (30) thirty vacation days accumulated.
- e. At the time of separation, employees shall be reimbursed for all unused vacation and any vacation accumulated with the approval of the Superintendent. In the event of the death of the employee all accumulated vacation shall be paid by the Board to his/her beneficiary.
- f. Up to five (5) vacation days may be cashed in annually, with Superintendent approval

B. Vacation Days: Thirty (30) Excess Accumulations

As of June 30, 2006 all unit members with accumulated vacation days in excess of the 30 day limit will be "frozen and banked". Each listed unit member will cash out all "frozen and banked" excess accumulated vacation days on pro-rata at the per diem rate on the date paid, over the term of this contract. In the event of the death of the employee all accumulated vacation shall be paid by the Board to his/her beneficiary. See Appendix "D" Accumulated Vacation Days

E.g. As of June 30, 2006 a unit member has accumulated 180 accumulated vacation days. One hundred and fifty (150) vacation days are in excess of the 30 day limited. Therefore, this unit member shall receive cash payment of 50 days per year for 2006-07, 2007-08, 2008-09 at the then per diem rate. over the term of this contract.

C. Vacation Black Out Periods:

Employees shall not be permitted to take vacation from first week prior to the start of school to September 15th and from June 15th to June 30th unless approved by the Assistant Superintendent for Business or his/her designee.

E. Demands by the District-Vacation

- a. Vacation which may not be taken due to the WRITTEN demands of the District, shall be accumulated by the member, but shall not be considered as part of the thirty (30) day maximum set forth above (e). Such vacation shall be available to the member for future use or paid upon separation from Board employment. If separation is caused by the death of the member payment shall be made to his/her beneficiary.

VACATION ALLOWANCE - UNIT MEMEBERS HIRED ON or AFTER JULY 1, 2006:

• Vacation days

- a. As of July 1, 2005, vacation days per year, pro-rated for partial year employment, AS OUTLINED IN THE TABLE BELOW:

Benefit	Current	2005-06	2006-07	2007-08	2008-09
0 to end of 2 nd year	15 days	10 days	10 days	10 days	10 days
Year 3 4 th to end 5 th	20 days	15 days	15 days	15 days	15 days
Six or more years	25 days	20 days	20 days	20 days	20 days
Accumulation	Approval	5 days	5 days	5 days	5 days
	Supt	30 day max	30 day max	30 day max	30 day max

- b. At the start of each school year, September 1, each administrator shall have no more than (30) thirty vacation days accumulated.
- c. No more than 30 vacation days may be accumulated and used immediately, prior to effective date of separation from the district.
- d. Up to (5) Five vacation days may be cashed in annually with Superintendent Approval.
- e. Demands by the District-Vacation
- a. Vacation which may not be taken due to the WRITTEN demands of the District, shall be accumulated by the member, but shall not be considered as part of the thirty (30) day maximum set forth above (e). Such vacation shall be available to the member for future use or paid upon separation from Board employment. If separation is caused by the death of the member payment shall be made to his/her beneficiary.

ARTICLE IV (CONT)

Out of Title Work:

Any employee required to perform work outside of her/his job classification for a period in excess of **five (5) continuous work days** shall be paid at the higher rate of compensation from the first day of such work commencing after approval by Assistant Superintendent for Business or his designee.

1. Absence of a first shift supervisor shall be covered within the supervisor bargaining unit.
2. A qualified substitute will be assigned whenever possible to replace the covering supervisor.
3. When no qualified substitute is available, the covering supervisors' shift shall be covered with overtime by a member of the bargaining unit.
4. Absence of a second shift supervisor shall be covered by a qualified substitute.
5. When no substitute is available, coverage will be provided by a first shift supervisor.

ARTICLE V HOLIDAYS

UNIT CALENDAR DETERMINED BY DISTRICT OFFICE: All members of the bargaining unit shall be granted thirteen (13) paid holidays consistent with the list of Holidays attached as Appendix "B". It is understood and agreed that should any of these holidays not be compatible with the school calendar as determined by the District, prior to the start of the school year, then an alternate day shall be granted as a paid holiday by the District. If a change in the holiday schedule is effected during the school year, the replacement holiday shall be determined upon mutual consent, such consent not to be unreasonably withheld by the District or the Union.

ARTICLE VI PERSONAL LEAVE

There shall be no maximum number of personal leave days. Personal leave days may be approved as the sole discretion of the Superintendent of Schools, or his designee for the purpose of handling personal affairs which cannot be transacted on weekends or after school hours. Such requests will not be unreasonably denied.

Requests for such personal leave days with reason shall be submitted in writing, stating the reason for the request in general terms to the Superintendent of Schools or his designee at least three (3) days in advance of the anticipated absence except in cases of emergency.

ARTICLE VII BEREAVEMENT LEAVE

There will be no deduction in pay for absences up to four (4) consecutive work days because of the death of a member of the immediate family. Immediate family shall include the employee's spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters; and any other person for whose financial or physical care the employee is principally responsible. Time beyond four (4) paid days may be taken unpaid or using vacation or personal time. The employer may request the Employee to submit proof of death for the purpose of payment under this provision.

ARTICLE VIII HEALTH INSURANCE – ACTIVE UNIT MEMBERS

The Board agrees to furnish all full-time unit members with individual or eligible dependent health insurance. The health plan shall be the CURRENT plan offered by the Putnam/Northern Westchester consortium.

(a) Employee Health Contributions:

All Active Employees shall contribute Ten (10%) percent to the cost of health insurance beginning July 1, 2006. See as set forth in the table below:

(b) Employee Health Plan Buy-Out

There shall be a health plan buyout for each employee choosing to do so, see table below.

Supervisors		2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Health Contribution	Active	0%	0%	0%	10%	10%	10%
	Retirees	5%	5%	5%	See below	See below	See below
Health Buyout	Family				3,600	3,700	3,700
	Single				2,100	2,200	2,200

Members declining health insurance coverage must show evidence in writing that he or she is covered by a comprehensive health plan either as a dependent or as a subscriber.

A new SBU member must elect to decline health coverage within thirty (30) days of initial employment. Payments for health declination shall be based on a twelve month year commencing on July 1, and lasting through the following June 30.

The "Open Period" for SBU to decline health coverage shall be the month of May. A new employee must elect to decline health coverage within thirty (30) days of initial employment.

Members declining health coverage shall do so on an annual basis for the duration of one year and shall only be permitted to regain health coverage during that year due to a change in marital or family status. Such requests for reinstatement shall be made in writing.

**ARTICLE VIII HEALTH INSURANCE – ELIGIBILITY AND CONTRIBUTION
REQUIREMENTS FOR RETIREE HEALTH INSURANCE (Hired Prior to July
1, 2006)**

For SBU members hired to positions in the bargaining unit prior to July 1, 2006, health benefits upon retirement into the Employee’s Retirement System will be provided as follows:

- a. Upon retirement into the Employee’s Retirement System and has vested for benefits from a retirement system administered by the State of New York; and is at least 55 years of age.
- b. An enrolled employee is also eligible to continue coverage during retirement regardless of age or length of service with the participating employer if granted a service connected disability retirement by a retirement or pension plan or system administered and operated by the State of New York.
- c. Retired Unit members with less than 10 years service in the district will not be eligible for health insurance in retirement.
- d. Retired SBU members between 11 and 15 years of service in the district will be eligible for health insurance and shall contribute Fifteen (15%) percent to the cost of health insurance.
- e. Retired SBU members between 16 and 20 years of service in the district will be eligible for health insurance and shall contribute Ten (10%) percent to the cost of health
- f. Retired SBU members with 21 or more years of service in the district will be eligible for health insurance and shall contribute Five (5%) percent to the cost of health insurance.

Yrs - Min	Yrs - Max	Available	Hired Prior to July 1, 2006
			Employee Contribution
0	10	N/A	N/A
11	15	Y	15%
16	20	Y	10%
21		Y	5%

**ARTICLE VIII HEALTH INSURANCE – ELIGIBILITY AND CONTRIBUTION
REQUIREMENTS FOR RETIREE HEALTH INSURANCE EMPLOYEES HIRED ON OR AS
OF JULY 1, 2006**

For SBU members hired to positions in the bargaining unit **on or after July 1, 2006** health benefits upon retirement into the Employee’s Retirement System will be provided as follows:

- g. Upon retirement into the Employee’s Retirement System and has vested for benefits from a retirement system administered by the State of New York; and is at least 55 years of age.
- h. Retired Unit members with less than 10 years service in the district will not be eligible for health insurance in retirement.
- i. Retired Unit members between 11 and 15 years of service in the district will be eligible for health insurance and shall contribute Fifteen (15%) percent to the cost of health insurance.
- j. Retired Unit members between 16 and 25 years of service in the district will be eligible for health insurance and shall contribute Ten (10%) percent to the cost of health insurance.
- k. Retired Unit members with 26 or more years of service will be eligible for health insurance and shall contribute Five (5%) percent to the cost of health insurance.

<u>Yrs - Min</u>	<u>Yrs - Max</u>	<u>Available</u>	Hired On or After 7/1/06 <u>Employee Contribution</u>
0	10	N/A	N/A
11	15	Y	15%
16	25	Y	10%
26		Y	5%

ARTICLE IX Employee Contributory Plans

Effective July 1, 2006, the District shall make IRC 457, 403B, IRC 125, Plans available to unit members.

ARTICLE IX WELFARE FUND

Each member of the bargaining unit will receive a Welfare Fund Contribution equal to the following effective on the dates indicated:

Welfare Fund	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
	884	884	884	884	950	1,000	1,100

A copy of the policy of the unit's Welfare plan will be on file at the Human Resource Department.

An annual financial audit will be submitted to the Superintendent's Office.

ARTICLE X PENSION FUND

All members of the bargaining unit will be covered by Section 751 of the New York State Retirement System Pension Plan. Said Plan shall be paid by the Board to the maximum permitted by New York State Social Security and Retirement Law.

District has elected to participate in Sub-division (j) of Section 41 of the Retirement and Social Security Law which allows additional service credit toward retirement for its employees who are entitled to accumulated sick leave.

ARTICLE XI JURY DUTY

Notice of jury duty must be submitted to the Superintendent of Schools or his/her designee. The juror fee shall be returned to the District. Jury duty, less any reasonable transportation or parking fee, will be served with no loss of pay.

ARTICLE XII PROMOTION/SENIORITY

A. An employee's seniority shall commence from the date of his/her full time employment by the Board in a position contained within the bargaining unit.

B. Whenever there is a permanent or temporary opening in a position within the bargaining unit, or whenever there is a new position created by the Board within the bargaining unit, the Board shall post a notice of such opening for a period of two (2) weeks. During this period, any employee of the bargaining unit interested in applying for the position shall send a written notice to the Board of his/her interest in said position. This posting period may be one (1) week with the approval of the Union.

C. Applicants who are employees of the District and qualified per civil service regulations shall be considered for the opening before outside applicants are considered. In determining appointment to the opening, the District will consider such factors as competency, required skills, and prior performance evaluation and attendance record. If all of these factors are equal, seniority in the bargaining unit will prevail in making the appointment. If there is no inside applicant who is acceptable based upon the qualifications set forth in this paragraph, the District may appoint an outside applicant to the opening.

D. Employees will be evaluated annually. The approved employee evaluation form will be used and filed with the Human Resource Department.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Grievances shall be handled in accordance with the three-step procedure set forth below:

Step 1: Immediate supervisor

Step 2: Superintendent of Schools or his/her designee

Step 3: Board of Education

B. All District responses to grievances filed by the Union at each stage will be submitted in writing to the Union within ten (10) working days of the hearing date. If the Union does not advance a grievance to the next stage within ten (10) working days upon receipt of said written response, the grievance will be considered terminated and waived from any further consideration.

ARTICLE IV DEFENSE OF EMPLOYEE

In the event of damage, liability or civil suit brought against any member of the bargaining unit as a result of his/her work assignment duties, the Board shall provide for his/her legal defense, (pursuant to education law).

ARTICLE XV PERSONAL VEHICLE USE

A. No member of the bargaining unit shall be required to use his/her personal vehicle for District business.

B. Mileage Rates - A SBU Member who uses his or her own vehicle for transportation in order to perform his or her duties shall be reimbursed at the current allowable IRS rate. Mileage supplement will be submitted on a monthly basis for reimbursement.

ARTICLE XVI UNIFORMS

A. All members of the bargaining unit will be provided uniforms at school district expense and in a manner to be determined by the district. All members of the bargaining unit will also be provided with rainwear and boots at school district expense on an- as needed basis -as determined-by the district and in a manner determined by the district.

ARTICLE XVII PROFESSIONAL SCHOOLS

A. The Superintendent of Schools or his/her designee shall have the sole right to recommend that the Board grant permission for attendance at and assume tuition / reimbursement for a SBU member to attend any workshop, seminar, meeting or courses for improving performance including and not limited to Supervisory and Management Training.

ARTICLE XVIII LONGEVITY

A. Longevity with the District shall be recognized by a salary addition. The following base will be used: DOES NOT ACCUMUATE

Longevity:	Yrs	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Upon completion	13	467	500	500	500	550	550	550
	15	713	750	750	750	800	800	800
Annually	20	957	1,000	1,000	1,000	1,050	1,050	1,050
	25	1,202	1,250	1,250	1,250	1,300	1,300	1,300

- B. It is understood that longevity shall be prorated based upon anniversary date in the first year of eligibility. Longevity will be paid effective July 1; of the year the employee's anniversary date falls. For example: An employee whose anniversary date is October 15, 2006 will be credited with prorated longevity as of July 1, 2006. Longevity payment will be included in monthly pay checks.
- C. Should a member of the bargaining unit leave the employ of the District prior to June 30 in any given year, it is understood and agreed that the portion of longevity payment not earned by virtue of the employee's failure to serve until the end of the school year shall be deducted from his/her final paycheck.

ARTICLE XIX DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2003 and continue in effect For six (6) years until June 30, 2009. The employees agree that all Negotiable items have been discussed during the negotiations leading to this agreement, and further agree that the negotiations will not be reopened on any item, whether contained in this agreement or not, during the life of this agreement.

Vinnie Trinchitella

For the Mahopac Central School District

Edward Doyle Jr. 6/1/06

For Local 456, International Brotherhood of Teamsters
Edward Doyle Jr., President Date

APPENDIX "B"

SAMPLE MAHOPAC CENTRAL SCHOOL DISTRICT HOLIDAY SCHEDULE

HOLIDAY SCHEDULE TO BE AGREED TO ANNUALLY
TO BE RECONCILED BY JULY 1, 2006

<u>Holiday Schedule</u>	<u>No. Days</u>
Independence Day	1
Labor Day	1
Columbus Day	1
Veteran's Day	1
Thanksgiving Day	1
Thanksgiving Holiday	1
Christmas Eve	1
Christmas Day	1
New Year's Day	1
New Year's Eve Holiday	1
Martin Luther King Day	1
Good Friday	1
<u>Memorial Day</u>	<u>1</u>
	13

APPENDIX C: Maximum Accumulated Sick Days – 50% of Sick Days

TO BE RECONCILED BY JULY 1, 2006

<u>Name</u>	<u>Max</u>	<u>Sick Days</u>		
		<u>4/25/2006</u>	<u>Excess 200</u>	<u>Less 200</u>
Castronovo, Charles	200	458	258	
Gunn, Frank	200	230	30	
Kennedy, Damian	200	66		(134)
Miraglia, Angela	200	344	144	
Paganico, Fred	200	27		(173)
Piehler, Richard	200	92		(108)
Rodak, Frank	200	73		(127)
Russell, John	200	151		(49)
Stern, Chris	200	292	92	
Twardy, Michael	200	55		(145)
Ward, Gerry	200	225	25	
Wellington, Thomas	200	76		(124)
Wohnar, Ricki	200	131		(69)
Bagdon, Kevin	200	102		(98)

APPENDIX D: Maximum Accumulated Vacation Days- 100% of Vacation Days

TO BE RECONCILED BY JULY 1, 2006

<u>Name</u>	<u>Max</u>	<u>No. Vacation Days</u>	
		<u>4/25/2006</u>	<u>Excess 30</u>
Castronovo, Charles	30	268	238
Gunn, Frank	30	34	4
Kennedy, Damian	30	6	
Miraglia, Angela	30	3	
Paganico, Fred	30	12	
Piehler, Richard	30	15	
Rodak, Frank	30	18	
Russell, John	30	10	
Stern, Chris	30	6	
Twardy, Michael	30	19	
Ward, Gerry	30	22	
Wellington, Thomas	30	5	
Wohnar, Ricki	30	25	
Bagdon, Kevin	30	58	28