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#### Contract Database Metadata Elements

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GEN / 5667

**AGREEMENT  
BY AND BETWEEN**

**THE MOUNT MORRIS CENTRAL SCHOOL DISTRICT**

**AND**

**THE MOUNT MORRIS  
NON-TEACHING ASSOCIATION**

**JULY 1, 2005 – JUNE 30, 2009**

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT BETWEEN THE MOUNT MORRIS NON-TEACHING ASSOCIATION AND  
THE MOUNT MORRIS CENTRAL SCHOOL DISTRICT**

**JULY 1, 2005 - JUNE 30, 2009**

**ARTICLE ONE - RECOGNITION**

Pursuant to the Public Employees Fair Employment Law, the Mount Morris Board of Education recognizes the Mount Morris Non-Teaching Association as the exclusive bargaining agent for a unit that shall be composed of custodians, cleaners, office personnel, teacher aides and groundskeeper.

**ARTICLE TWO - DUES DEDUCTION**

The school district shall deduct from the wages of employees regular membership dues from those who have chosen full membership and who have signed the appropriate payroll deduction authorization card permitting such deduction. Employees covered by this contract who have not chosen full membership will have deducted Association dues excluding annual political action contribution. Such monies shall be transmitted to the treasurer of the Association on a monthly basis.

**ARTICLE THREE - GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific provisions of this agreement.
2. Immediate Supervisor shall mean the Business Manager, Superintendent of Building and Grounds or appropriate Principal. Where applicable.
3. Chief School Officer is the District Superintendent.
4. Aggrieved party shall mean the Association and/or any person or group of persons in the bargaining unit filing a grievance.
5. Days shall mean days the District Office is open.

**B. PROCEDURE**

1. Except at the informal step, all decisions shall be rendered in writing at each step of the grievance procedure.
2. A unit member filing a grievance shall have the right to be represented by the Association at each step of the grievance procedure.
3. A grievance must be filed within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based.

C. STAGES OF GRIEVANCE

1. Stage One - Immediate Supervisor

- a) An employee having a grievance will discuss it with the employee's immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor, after investigating the facts related to the grievance, shall render his/her decision orally no later than the fifth day following the day the grievance was orally submitted to him/her. If the employee submits the grievance through a representative, the employee must be present during the discussion of the grievance. If no resolution is reached at Stage One, the parties shall sign a document indicating the date the discussion was held and the date of the supervisor's oral decision.
- b) If the grievance is not resolved informally, such grievance shall, within five (5) days from the date of the supervisor's oral decision, be reduced to writing and submitted to the Chief School Officer.

2. Stage Two - Chief School Officer

- a) Within five (5) days from the date the written grievance was received, the Chief School Officer shall have a hearing with the aggrieved party and a representative of the Association's Grievance Committee.
- b) No later than the end of the fifth day following the day of the hearing, the Chief School Officer will render his/her decision in writing and present it to the aggrieved party and the Association Grievance Committee.

3. Stage Three - Board of Education

- a) If the aggrieved party is dissatisfied with the decision at Stage Two, the grievant or the Association may, within ten (10) days of the date the aggrieved party received, in writing, the Stage Two decision, submit the grievance to the Board of Education.
- b) The Board shall, within fifteen (15) days of the date the written appeal was received, hold a hearing with the aggrieved party and an Association representative. If either party desires, this hearing shall be held in Executive Session.
- c) No later than the end of the fifth day following the close of the hearing, the Board shall render its decision in writing to the aggrieved party and to the Association's Grievance Committee.
- d) The decision of the Board shall state the reasons for its decision and shall be based on the evidence presented to it at the hearing.

4. Stage Four - Arbitration

- a) After such hearings, if the grievant and/or the Association are not satisfied with the decision at Stage Three, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at Stage Three.

- b) The Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
- c) The selected Arbitrator will hear the matter and issue a decision according to the American Arbitration Guidelines. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues.
- d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement.
- e) The decision of the arbitrator shall be binding upon the parties.
- f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

**ARTICLE FOUR - LEAVES OF ABSENCE**

**A. SICK LEAVE**

- 1. Employees working a twelve (12)-month year shall earn twelve (12) sick days per year, which may be accumulated from year to year.
- 2. Employees, including instructional aides, working an eleven (11) month year shall earn eleven (11) sick days per year, which may be accumulated from year to year.
- 3. All non-instructional employees, including instructional aides, working a ten (10) month year shall earn ten (10) sick days per year, which may be accumulated from year to year.
- 4. Total accumulation for all employees may not exceed two hundred (200) days sick leave.
- 5. Teacher's Aides are allowed to take sick time for medical appointments in 2-hour increments (2-hours equal ¼ day).

**B. PERSONAL BUSINESS DAYS**

- 1. Employees working a twelve (12)-month year will be granted a total of four (4) personal days per year. Two (2) of these days, if not used, may be added to the employee's accumulated sick leave.
- 2. Employees working an eleven (11)-month year will be granted a total of three (3) personal days per year. Two (2) of these days, if not used, may be applied to the employee's accumulated sick leave.
- 3. Employees working a ten (10)-month year will be granted a total of two (2) personal days per year. Both of these days, if not used, may be applied to the employee's accumulated sick leave.
- 4. Personal Business Days will be deducted in two (2) hour blocks, (2 hours equals ¼ day).

C. EMERGENCY LEAVE DAYS

1. Five (5) emergency leave days shall be granted for a death in the immediate family (father, mother, spouse, child, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, aunt, uncle). Additional days may be allowed an individual at the discretion of the Superintendent.
2. This leave shall not be deducted from other leaves granted under this agreement.

D. CHILD CARE LEAVE

1. Unit members shall be granted leaves of absence without pay for up to one (1) year to care for a newborn or adopted child under the age of five (5) who resides in their house.
2. Where the leave can be anticipated in advance, (e.g., delivery date, adoption date, etc.) the unit member shall give the District as much advance notice as possible.
3. Said advance notice shall set forth the reason for the leave and the dates of its commencement and termination whenever possible

**ARTICLE FIVE - PAID HOLIDAYS AND VACATION**

A. PAID HOLIDAYS

1. All non-instructional employees will be granted the following paid holidays:

a) Thanksgiving Day	g) Good Friday
b) Christmas Day	h) Memorial Day
c) New Year's Day	i) Day after Thanksgiving
d) Columbus Day	j) Martin Luther King Day
e) Veteran's Day	k) Christmas Eve Day
f) President's Day	l) New Year's Eve Day
2. In addition, all eleven and twelve month employees will be granted the following paid holidays:
  - a) Independence Day
  - b) Labor Day
3. If a holiday falls on a weekend, the staff shall be given the day before or the day after as a paid holiday, if school is closed.
4. If the need arises for work to be done on a paid holiday, unit members may work on a voluntary basis only. The rate of compensation in such event shall be two (2) times the per diem hourly rate that employee presently earns for a minimum of four (4) hours. It is the District's responsibility to find volunteers for such duty. The Superintendent may deem this work mandatory if it is of a critical nature.
5. Whenever the Board grants teachers a day off with pay by converting unused snow days, members of the non-teaching unit shall also receive the day off with pay.
6. If the school district closes for a "snow day", teachers' aides and clerical personnel, except for the Principals' secretaries, are not required to report to work. The Principals' secretaries may be called in to work at the discretion of the Principal or Superintendent. They will receive compensatory time off if they are called in to work.

7. Custodians and cleaners who work during a snow day shall receive, one half (1/2) of the hours worked, compensatory time. No individual shall be allowed to earn more than eight (8) hours of compensatory time in any school year. This time will not be carried over to the next school year and the usage of this time must have the prior approval of the Superintendent of Buildings and Grounds.
8. When custodians/cleaners are brought in early because of snow day closing (instead of their normal 2<sup>nd</sup> or 3<sup>rd</sup> shift), they will still receive their shift differential pay.

**B. PAID VACATION**

1. Vacation time will be granted to non-teaching twelve-month (12) employees according to the schedule printed below. Eleven-month (11) employees will be granted seventy percent (70%) of the paid vacation allotment.

After six (6) months of service	one (1) week vacation
After one (1) year of service	one (1) week vacation
After two (2) years of service	two (2) weeks vacation
After six (6) years of service	three (3) weeks vacation
After eleven (11) years of service	four (4) weeks of vacation
After fifteen (15) years of service	twenty-one (21) days of vacation
After eighteen (18) years of service	twenty-two (22) days of vacation
After twenty (20) years of service	twenty-three (23) days of vacation

2. Each year between the dates of June 2 and June 30, office personnel and cleaners/custodians may apply for vacation for the upcoming school year (July 1 through June 30). All requests made during this time frame shall be awarded to the most senior employee(s). No more than two (2) office personnel or three (custodians/cleaners will be granted vacation on the same day. Early in July the District will post two (2) vacation calendars; one (1) for the office personnel, and one (1) for the custodians/cleaners. The vacations awarded from the request received in June will be clearly marked on the respective calendars. Any and all requests made for vacation after June 30 will be awarded on a first come, first served basis, with the understanding that no more than two (2) office personnel or three (3) custodians/cleaners will be granted vacation on the same day. In all circumstances, vacations must have the prior approval of the immediate supervisor. Approval shall be based on the needs of the district. Approved vacations may only be cancelled in the event of an emergency or other extenuating circumstance. Each request for vacation shall be processed within a maximum of five (5) school days.
3. A maximum of five (5) unused vacation days may be carried to the next school year.
4. Employees may sell back a maximum of five (5) unused vacation days to the District on an annual basis. The employee will be compensated at their respective hourly rate of pay.

**C. LEAVE TIME NOTICE**

At the start of each contract year, the District will provide each unit member with an accounting of the total number of accrued sick leave days, vacation days, and personal days.



#### **ARTICLE SIX - HEALTH INSURANCE**

All non-teaching employees covered by this agreement shall be entitled to the **health insurance and major medical benefits** as provided for in the current agreement with *Genesee Area Healthcare Plan or Preferred Care Plan*. Those covered by Genesee Area Healthcare Plan will also be eligible for the GAH Vision Rider. They are also entitled to **dental insurance** as provided for in the current agreement with *Blue Cross/Blue Shield*.

The Board of Education agrees that the equivalent dollar amount for such coverage may be applied to an alternative health plan.

#### **ARTICLE SEVEN - RETIREMENT**

- A. Upon retirement, non-teaching personnel eligible to receive New York State Employee Retirement benefits will be credited for unused sick days at the rate of twenty-five (25) dollars per unused sick day to a maximum of two hundred (200) days for all employees. This money is to be applied toward the payment of the employee's health insurance premium during retirement. Should the employee's death precede the depletion of the fund, the balance of the money shall be used to pay health insurance premiums for a surviving spouse unless surviving spouse hold his/her own insurance in which case the balance of the money will be disbursed to the surviving spouse.
- B. Upon retirement, non-teaching personnel eligible to receive New York State Employee Retirement benefits will be members of the Retirement plan, 75-I for all Tiers (One, Two, Three and Four) of the retirement system.

#### **ARTICLE EIGHT - JOB SECURITY**

##### **A. SENIORITY**

- 1. In applying Article Eight, Section A of this Agreement, employees who have the same most recent date of hire within the District in the bargaining unit position and who commenced work on the same date shall have their seniority based upon the order of their appointment in the official minutes of the Mount Morris Central School Board of Education. The Superintendent will be responsible for establishing the order in which the names shall appear on the Board of Education agenda.
- 2. Seniority shall be the sole factor in the event of layoff, transfer and recall for all non-instructional employees covered by this agreement.
- 3. Preference within the unit shall also be determined by seniority.
- 4. Work schedules shall be determined by the Building Principals for teacher aides.

##### **B. DISCIPLINE AND DISMISSAL**

All permanent members, as defined by Civil Service Law, of the unit may avail themselves of Section 75 of the Civil Service Law when any such employee is discharged or disciplined for incompetence or misconduct.

#### **ARTICLE NINE – SALARY**

- A. New hires must be employed prior to January 1 to be eligible for movement to next step.

- B. LONGEVITY  
 Add cents per hour (see salary schedules) effective the anniversary date (next full payroll) after 5, 10, 15, 20 and 25 years of full time continuous service at Mount Morris Central School (i.e., after five (5) years on level 3 - \$.26/hr more, after ten (10) years - a total of \$.52/hr more, after fifteen (15) years - a total of \$.78/hr more, etc). Longevity per hour payments is added after all other payroll calculations. They are not compounded.
- C. Substitute cleaners will earn \$.25 less than the starting hourly wage. After five (5) consecutive days substitute cleaners will be paid the starting hourly wage.
- D. Teacher aides will be paid an additional \$7.50 for substituting up to 3.5 hours for a teacher. When substituting over 3.5 hours the additional pay will be \$15.00 per day.
- E. All unit members who are required to work more than eight (8) hours in one day or forty (40) hours in one week shall be compensated at the rate of one and one-half (1 ½) times their individual hourly rate for the additional time. Differential pay is included in the overtime calculation.
- F. Hourly differentials to custodians/cleaners shall be as follows:  
     3 p.m. to 11 p.m.....35 cents per hour more  
     11 p.m. to 7 a.m.....40 cents per hour more
- G. Custodial/cleaner personnel shall have the opportunity to volunteer for extra pay assignments. Compensation shall be at one and one-half (1 1/2) times the individual hourly rate, with a minimum payment of four (4) hours per event. Assignments shall be made by the Superintendent of Buildings and Grounds on a rotating basis, as nearly as possible.
- H. The District will post a schedule during the first fifteen (15) calendar days of each month indicating when weekend custodial/cleaner coverage will be required for the following month. Custodial/cleaner employees may volunteer for this work by writing their name on the date(s) for which they wish to work. Conflicts for requested weekend work will be resolved by giving the available weekend work to the most senior employee signing up for the work. In the event that insufficient volunteers sign up to cover all weekend work for the following month, the District will assign the uncovered weekend work on a rotating basis, beginning with the least senior custodial/cleaner employee who has not been assigned weekend work during that month through a voluntary request. It is intended that over the course of a school year involuntary assignments to weekend work will be equally distributed among employees, with the understanding that weekend work assigned to volunteers will be credited toward equalization of weekend assignments. The District will post a schedule of persons assigned to weekend work for the following month no later than the 22<sup>nd</sup> of each month.
- I. Effective Date - All benefits shall become effective within thirty (30) days of the date of appointment by the Board of Education.

J. SALARY

**CLEANER  
(LEVEL 3)**

YEARS	2005-06	2006-07	2007-08	2008-09
1	\$7.92	\$8.03	\$8.14	\$8.25
2	\$8.13	\$8.24	\$8.35	\$8.47
3	\$8.34	\$8.46	\$8.57	\$8.69
4	\$8.50	\$8.67	\$8.79	\$8.91
5	\$8.66	\$8.84	\$9.02	\$9.15

Longevity - \$.26

\*All unit members off-step shall receive a 4% increase in their base hourly rate.

**TEACHER AIDE  
(LEVEL 5)**

YEARS	2005-06	2006-07	2007-08	2008-09
1	\$7.97	\$8.10	\$8.23	\$8.36
2	\$8.18	\$8.29	\$8.42	\$8.56
3	\$8.39	\$8.51	\$8.62	\$8.76
4	\$8.56	\$8.73	\$8.85	\$8.97
5	\$8.72	\$8.90	\$9.07	\$9.20

Longevity - \$.27

\*All unit members off-step shall receive a 4% increase in their base hourly rate.

**CLERK/TYPIST  
(LEVEL 7)**

YEARS	2005-06	2006-07	2007-08	2008-09
1	\$8.32	\$8.48	\$8.54	\$8.70
2	\$8.55	\$8.65	\$8.82	\$8.88
3	\$8.76	\$8.89	\$9.00	\$9.17
4	\$8.92	\$9.11	\$9.25	\$9.36
5	\$9.10	\$9.28	\$9.47	\$9.62

Longevity - \$.28

\*All unit members off-step shall receive a 4% increase in their base hourly rate.

**SENIOR TYPIST, CUSTODIAN, ACCOUNT CLERK/TYPIST AND GROUNDSKEEPER  
(LEVEL 9)**

YEARS	2005-06	2006-07	2007-08	2008-09
1	\$9.00	\$9.19	\$9.38	\$9.57
2	\$9.26	\$9.36	\$9.56	\$9.76
3	\$9.46	\$9.63	\$9.73	\$9.94
4	\$9.65	\$9.84	\$10.02	\$10.12
5	\$9.86	\$10.04	\$10.23	\$10.42

Longevity - \$.29

\*All unit members off-step shall receive a 4% increase in their base hourly rate.

**SENIOR ACCOUNT CLERK**

(LEVEL 11)

YEARS	2005-06	2006-07	2007-08	2008-09
1	\$9.70	\$9.92	\$10.14	\$10.36
2	\$9.98	\$10.09	\$10.32	\$10.55
3	\$10.19	\$10.38	\$10.49	\$10.73
4	\$10.28	\$10.60	\$10.79	\$10.91
5	\$10.62	\$10.69	\$11.02	\$11.23

Longevity - \$.30

\*All unit members off-step shall receive a 4% increase in their base hourly rate.

**ARTICLE TEN - PERSONNEL FILES**

Each unit member shall, upon request, be allowed to examine their personnel folder maintained by the District in the presence of their immediate supervisor or an available administrator. The employee will also have the right to make copies of any material contained therein. No material derogatory to a unit member's conduct or service, nor any material which could have an adverse effect on a unit member's employment shall be placed in a unit member's personnel file unless the unit member is given a copy of the material. The unit member shall acknowledge his/her opportunity to review the material by signing and dating the material and returning it to his/her immediate supervisor within 15 school days of the receipt of the material. The unit member's signature shall not be construed as indicating agreement with the contents of the material, but simply indicating that they had the opportunity to review the material and understand that it will be placed in their personnel file. The unit member shall have the right to submit a written response to the material. Any written response shall be submitted to the unit member's immediate supervisor, who shall sign and date the response and place it in the unit member's personnel file by attaching it to the original document.

**ARTICLE ELEVEN - EVALUATIONS**

A committee consisting of unit members and administrators will be formed to develop a new evaluation instrument and to discuss annual evaluations for employees with over three (3) years of service.

**ARTICLE TWELVE - POSTING OF POSITIONS**

In the event that a vacancy within the bargaining unit exists, notice will be given to present members of the unit prior to any public notice announcement of the job. Posting of the vacancy in the Business and Custodial Offices shall constitute notice to the bargaining unit

**ARTICLE THIRTEEN - CONTINUITY OF PRACTICE**

Current workloads and all other benefits shall remain unchanged until those items are specifically altered by the mutual agreement between the parties of this contract. Current workloads shall be distributed proportionately when applicable.

**ARTICLE FOURTEEN - UNIFORMS**

- A. The District will provide the initial uniforms for members of the custodial/cleaning staff.
- B. Uniforms will be worn at all times, or at the discretion of the Superintendent of Building and Grounds, when working for the Mount Morris School District. Employees will have the option of having the district launder their uniforms or laundering their own. Each employee will receive the initial uniform after the probationary service has been completed.

**ARTICLE FIFTEEN - DUPLICATE BENEFITS**

Any Unemployment Benefit and Workers' Comp Benefit (excluding disability settlement and medical reimbursement) that exceeds the employee's gross pay will be paid to the District as an offset for provided health insurance premiums.

**ARTICLE SIXTEEN - SICK LEAVE BANK**

- A. The Sick Leave Bank is designed to provide additional sick leave to eligible full time employees that are experiencing serious long term or catastrophic illness.
- B. The Sick Leave Bank shall be initially supplied with thirty (30) days from the District and one (1) day each authorized by each interested employee within thirty (30) days hire. Authorization forms will be supplied by the District.
- C. At such time as the total available days in the Bank shall fall below thirty (30) days, the Sick Leave Bank Committee may call upon its members to contribute additional days at a rate sufficient to restore the available days within the Bank to an acceptable total.
- D. Membership in the Sick Leave Bank can only be obtained in the future as follows:
  - a. July 1- July 31 of subsequent years, or
  - b. New employees within thirty (30) days after initial employment.
- E. Days contributed to the Bank by any member of the Bank who later elects to discontinue membership, shall remain with the bank.
- F. The Sick Leave Bank Committee shall consist of the President of the Association or his/her designee, the Superintendent or his/her designee, and one (1) other member of the Association. Appointments are for one (1) year only, but may be renewed.
- G. The Sick Leave Bank Committee shall review each request for withdrawal of sick time from the Bank and make a determination relating thereto. The Committee shall also conduct such other activities as may be required to fulfill the obligations of the Sick Leave Bank. Decisions of the Sick Leave Bank Committee will not be subject to the Grievance Procedure of the Agreement.
- H. Any full time employee(s) who are covered by this contract and are member(s) of this Bank may borrow from the Sick Leave Bank after they have exhausted all their accrued leave (personal, vacation and sick).
- I. No employee may borrow from this bank more than one (1) time in any school year.
- J. No employee can borrow from the Bank for absence due to an illness or injury arising out of or in the course of employment.
- K. No employee may borrow from the Bank if they currently owe days to the bank.
- L. To be eligible an employee must have not received disciplinary action due to abuse of sick leave in the current or previous school year.
- M. The District Office will provide application forms.
- N. Satisfactory medical documentation shall be provided to the District Administration and the Bank Committee to include a brief diagnosis and expected date of return to work.

- O. When an employee who borrowed from the Bank returns to work, they shall repay to the Bank at a rate of at least two (2) days each year until the total amount is repaid.
- P. No sick leave which has been contributed to this Bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.

**ARTICLE SEVENTEEN – EYE GLASS COVERAGE**

The District will provide, at no cost, the Genesee Area Health Care Vision rider to all employees that have Genesee Area Health Care coverage and elect to participate in the vision rider.

**ARTICLE EIGHTEEN - DURATION AND LEGISLATIVE APPROVAL**

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2009, and will remain in effect thereafter until a successor agreement is reached.

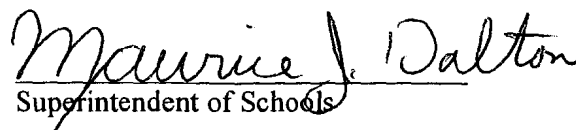
The District agrees it will be the responsibility of the NEA Association to provide all newly hired employees with copies of the current contract and all unit members with copies of the new contract.

In the event either party wishes to initiate bargaining for a successor agreement, then the party shall submit written notice to the other by April 1 of the year the agreement expires. Negotiations will commence at a time no later than May.


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



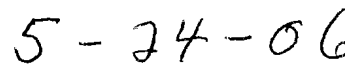
President, MMCS  
Non-Teaching Association



Superintendent of Schools



President, Board of Education



Date

