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# AGREEMENT

*between the*

**Superintendent of Schools  
Mohawk Central School District**

*and the*

**Mohawk Employees' Union**

**July 1, 2007 - June 30, 2011**

**RECEIVED**

JAN 08 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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**ARTICLE 1  
RECOGNITION**

The Mohawk Central School Board of Education, having determined that the Mohawk Employees Union is supported by a majority of the employees in the unit consisting of all non-instructional employees including cafeteria employees, custodians, cleaners, secretaries-clerk typists, payroll clerk, school nurses, school attendance officer, bus drivers, mechanics, instructional aides, clerical aides and school monitors, hereby recognizes the Mohawk Employees Union as the exclusive negotiating agent for the employees in that unit. The term of said recognition shall be in accord with all applicable provisions of law.

**ARTICLE 2  
NEGOTIATION PROCEDURE**

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement, in writing, between the parties.
- B. Negotiations for a successor agreement may be initiated by either party and such negotiations will normally commence on or about February 1st of the year of expiration of said current agreement.

**ARTICLE 3  
MISCELLANEOUS PROVISIONS**

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. If an individual arrangement, agreement or contract contains any language inconsistent with this collective bargaining agreement, the collective bargaining agreement, during its duration, shall be controlling.
- C. If any provision of this agreement or any application of the agreement to any unit employee or group of unit employees shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The District will be responsible for typing and printing this collective bargaining agreement. The Association will be responsible for distribution to bargaining unit members, except new hires, who will receive a copy from the District.

- E. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- F. Except as expressly limited by other provisions of this Agreement or Article 14 of the Civil Service Law, all of the authority, rights and responsibilities possessed by the School District are retained by it with respect to, but not limited to, the right to determine the mission, purposes, objectives, hours, scheduling, days off, and policies of the School District to determine the facilities, methods, means, and number of personnel required for conduct of the school programs, to adhere to the New York State Civil Service Law, including the examination, selection, recruitment, hiring, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

**ARTICLE 4  
WORK YEAR**

- A. The work year for twelve (12) month employees shall be Monday through Fridays throughout the calendar year.
- B. There will be thirteen (13) annual paid holidays for full-time, twelve (12) month unit employees. Generally they will be observed as follows:

July 4  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving and Friday  
Christmas (2)  
New Years Day  
Martin Luther King Day  
Presidents Day  
Good Friday  
Memorial Day

Holidays falling on weekend days will be celebrated on Friday or on Mondays consistent with the instructional calendar. If the needs of the school calendar mandate that one (or more) of the above days must be utilized for instruction, (a) mutually agreeable alternate day(s) will be scheduled.

- C. Vacations for full-time, twelve (12) month employees will be credited as follows:
  - 1. Ten days per year credited at .833 days per month for the first six years of employment.

2. After six years of employment, fifteen days per year credited at 1.25 days per month.
3. After nine years an additional .083 days per month to a maximum of 1.667 days per month.

Normally, if an employee's anniversary date occurs on any day from July 1 through June 30, any additional days resulting from reaching that anniversary date are not useable until after the July 1 following.

Upon separation from employment, however, an employee will be paid for any vacation accrued credited to him at the time of separation.

All vacation requests will require the prior approval of the immediate supervisor and the Superintendent or his designee.

For custodial/maintenance personnel, no vacation requests will be honored during the two weeks prior to, and the week of, the opening of school unless reviewed by the Maintenance Supervisor and approved by the Superintendent of Schools.

Otherwise, vacation requests granted for any one time period may be limited in number by job title, district-wide, or in a building, so that the function continues with minimum interruption.

When school is in session, an employee may take up to one week's vacation at any one time. If an employee wishes to take a full week, then six weeks notice is required. If less than a week, the earlier an employee requests vacation, the better the chance that such requests will be honored.

Vacation days not used because the District cannot honor the employees' requested time, but not in a case where no request is made, will be converted to pay at the employees' regular rate in effect at the time, and will be included in the first paycheck after July 1.

- D. The minimum established work year for ten month employees shall be as follows:

**Cafeteria employees:** Work year based on 170 days. Any work performed above 170 days shall be compensated as extra days. Any work performed which equates to less than 170 days shall be deducted from the last pay with the minimum equaling 165 days.

**Aides:** 180 days

**School nurse:** same as teachers

**CSE/Fisher/Jarvis Elementary Secretaries:** 200 days

**Guidance Secretary:** 190 days

**All other ten month clerical:** same as teachers

All work in addition to these days will be paid at an employee's regular rate.

**E. SNOW DAYS**

1. Ten-month employees (aides, monitors, cafeteria) will not report but also will not be paid. Twelve month clerical employees need not report if teachers do not report and will suffer no loss of pay. Employees designated as "essential personnel" including custodians who traditionally have been expected to report, will continue to do so.
2. Bus drivers will be paid for a morning run on the first day of a storm that causes school closing if not notified by 6:30 A.M.
3. If the Board of Education by resolution converts an unused emergency day to a holiday, it will apply to all unit members and be fully paid. A maximum of one (1) such day will be allowed.

**ARTICLE 5  
PAYROLL DEDUCTIONS**

- A. The Board agrees to deduct from the salaries of its unit employees, dues for the Mohawk Employees Union based upon the current rate of its membership dues, subject, however, to thirty (30) days prior notice to the effective date of any change in the same.
- B. Such deductions shall be made in equal installments as follows:

**12-month employees:** Two (2) deductions per month (24 deductions per fiscal year).

**10-month employees:** Two (2) deductions per month (20 deductions per fiscal year).

There shall be two (2) payroll deductions per month, even in months with three (3) pay periods. No deduction will be made during the initial thirty days of employment. In this case, when deductions begin, the entire amount of dues owed from initial employment will be paid but prorated over a smaller number of checks.

- C. The first and final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.
- D. The Union agrees to hold the District harmless from any and all suits, demands, claims or any legal proceeding arising out of the application of the provisions of this Article.

- E. The Union will supply a copy of its Agency Fee procedures to the District upon request, and assures the District that these procedures are in effect in the M.E.U. bargaining unit.
- F. The requirement for dues deduction authorization cards is suspended unless and until the legislation requiring Agency Fee deductions ceases.
- G. The District will honor requests for tax-sheltered annuities.
- H. Payroll deductions for the First Source Federal Credit Union will be provided for by the District for all members of the bargaining unit.
- I. The District will provide payroll deduction for unit members who participate in the NYSUT Benefit Trust.

**ARTICLE 6  
SICK LEAVE - SICK LEAVE BANK**

- A. Bargaining unit employees will be credited with sick leave at the rate of one unit (as defined in Article 6.E) per month of employment which may be utilized for personal or family illness in the same household. That leave shall continue to accumulate without any limitation.
- B.
  - 1. After fifteen (15) years of employment in the District and upon retirement under the New York State Retirement System at age 55 or after, or upon death while employed (with no restriction on years of service), each unit member (or estate) will receive twenty dollars (\$20.00) per day of unused accumulated sick leave.
  - 2. Any sick leave claimed by a unit member shall be subject to the approval of the Superintendent as to the validity of the circumstances upon which such claims are based. After the fifth (5) consecutive day of absence, medical proof may be required, in writing, from a physician licensed to practice medicine in the State of New York.
- C. Excluding illnesses covered under the provisions of and separate certification procedures of the sick bank, a request for medical proof may also be made in the presence of a pattern of sick leave use exceeding ten in any work year, or sixteen days in any two consecutive years.
- D. Every time a day is deducted from a unit member's accrued sick leave time, it will be recorded in the master book in the District office. Each unit employee will receive an annual accounting of leave accumulations and vacation time before September 30th each employment year.
- E. In the event a serious illness or injury to a unit member which extends beyond his/her accumulated sick leave, personal leave and all except two weeks credited vacation time, a sick leave bank will be established according to the following guidelines.

1. When a unit member is in need of using the sick leave bank, a request for this will be made to the Superintendent in writing and a similar request will be made in writing to the President of the Mohawk Employees Union.
2. A committee composed of the President of the Union and the Superintendent will determine the validity of the request.
3. If the request is valid, unit members will be notified of the emergency in writing by the Superintendent. In this same announcement, unit members will be informed that a list of employees who wish to volunteer one day of sick leave for the unit member who is ill will be established at once in the office of the Superintendent. Names will be placed in a box in the Superintendent's office as they are turned in on a sick leave bank form. These forms will be supplied by the Superintendent's secretary.

Days will be withdrawn on a lottery basis. Donors will be notified on the same form when their day of sick leave is used.

Drawing will be made by the Superintendent's designee.

When the emergency is over, all forms left in the box will be returned to the appropriate employees noting that their donated days were not used.

If an individual who has drawn on the bank should become ill a second time during the same school year, and petition to use the bank a second time, approval for such use of the bank will only be granted at the discretion of the Board of Education.

NOTE: "DAYS" for purposes of sick and personal leave accumulated shall be computed as follows:

1. If an employee works twenty (20) hours a week or more, the unit of accumulation shall be in whole days.
2. If an employee works less than twenty (20) hours per week, the unit of accumulation shall be in half days.
3. Part-time employees (such as night watchman, part-time night custodian) who do not work a regular schedule will not qualify for sick leave or other benefits. However, should employees move from these positions to other regular unit positions, they will be credited with accumulated sick leave as of their first day of employment, said accumulation being based prorata upon the number of months and hours worked in the per diem position.

**ARTICLE 7  
ACCIDENT INDEMNITY**

Whenever a regularly employed unit employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary less New York State compensation, during the absence period covered by said compensation. No part of such absence will be charged against the unit employee's sick leave. Liability for district contribution to any employee collecting compensation as indicated above shall be limited to one calendar year.

**ARTICLE 8  
PERSONAL TIME**

At the beginning of each employment year (July 1 for 12-month employees and the beginning of the school year for 10-month employees), each unit member shall be allowed up to three (3) units of personal leave (see Article 6.E for computation) for the purpose of transacting or attending to personal or legal business. Personal days will not be used for the express purpose of extending a vacation or holiday period. If a personal day is requested immediately before or after a holiday or vacation period, prior clearance must be obtained from the Superintendent and the reason for the request documented in writing so as to establish that the day is not being used for the express purpose of extending the holiday or vacation period. Except in emergency, unit members are expected to give a minimum of two (2) days written notice of intent to utilize personal days.

Unused personal days will accumulate as sick leave.

**ARTICLE 9  
UNION TIME**

The Union President shall be granted to a total of three (3) days of release time, pursuant to Appendix D, Letter of Understanding. The Union shall be entitled to a total of two (2) days per year to be granted to a Union member or members that are designated by the MEU President. Such leave shall be without loss of leave time or pay, and shall be for the purpose of attendance at state or national union conventions or meetings, and /or for participation in lobbying. The union will pay salary for a substitute if one is necessary.

It is agreed that paid release time would be given for PERB or arbitration hearings involving unit members.

All Union officers and building representatives will take it upon themselves to insure Union business will not disrupt the normal operation of the school district during the course of their working hours. The District will, when Union representation is necessary as part of disciplinary procedures, accommodate the schedules of the Union representatives.

**ARTICLE 10  
BEREAVEMENT LEAVE**

The District will grant without loss of pay or deduction from other leave:

- A. Up to five (5) days in each instance of death in the employee's immediate family or household will be granted without loss of pay or deduction from other leave. Immediate family shall include the following: parents or persons taking the place of parents, grandparents, spouse, children, siblings, grandparents-in-law, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, domestic partner, step-parents, step-grandparents, step-children, and relatives living in the employee's household.
- B. Up to three (3) days in each instance of the death of an employee's aunts, uncles, aunt-in-laws or uncle-in-laws.

The Superintendent may grant additional time in cases where extensive travel is involved.

**ARTICLE 11  
OTHER LEAVES**

- A. A unit employee may take one year personal leave without pay for sickness in the immediate family. Medical proof in writing must be furnished in advance to the Superintendent.
- B. A unit employee may take a leave of absence up to two years without pay beyond use of sick leave for full recovery from an illness. In order to return to active employment, medical proof, in writing, must be submitted to the Superintendent that the employee is sufficiently recovered to return to work and able to perform the duties of his/her position.
- C. A unit employee may take a child care leave without pay. Maximum time of this leave may not exceed two years.
- D. Seniority and accumulated sick leave earned by a unit employee before a leave will be returned to him/her if leave has not exceeded two years.
- E. All requests for any such leave must be in writing to the Superintendent six (6) months in advance except in those cases, such as illness, where such notice is impossible.
- F. A unit employee on extended leave without pay is eligible for the group health insurance policies and other benefits at his or her own expense if agreeable to carrier.
- G. Employees with five or more years of continuous employment who leave the employ of the District and are hired back into the same job classification within three (3) calendar years, may not be placed at a salary higher than that they were receiving when they left.

## **ARTICLE 12 EVALUATIONS**

All evaluations of unit employees shall be conducted openly with the full knowledge of said employees and any written evaluations shall be processed in accord with Article 13.

## **ARTICLE 13 PERSONNEL FILES**

No observations or evaluative documents shall be placed in the personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof, and that such signature may not be withheld. Such written acknowledgement must be returned with the employee's signature within five (5) days of its receipt by the employee. That date of return shall be the date from which subsequent actions provided for in this Article shall be calculated.

The employee shall also have the right to submit a written answer within ten (10) calendar days to such material and his/her answer must be delivered directly to the Superintendent of Schools office where it will be stamped received.

Any materials critical of an employee's performance will be removed after three (3) years provided that, during that time, there has been no recurrence of the action/situation that was the source of the criticism.

## **ARTICLE 14 VACANCIES AND TRANSFERS**

The Union will be notified of any vacancies, including bus runs, and non-instructional positions or new non-instructional positions. Such notice will also be prominently posted in each building within ten calendar days in which the vacancy occurs. Job postings will contain the following: a) job title, b) starting wage rates, c) date of posting and date posting is to be removed. Unit employees interested in such positions must file written notice of their intent with the Office of Superintendent within seven (7) calendar days from the date of posting. Unit employees who request consideration for such positions and are determined to be qualified by the Superintendent or his/her designee shall be given preference over applicants from the outside. Judgments between internal applicants within the limits of Civil Service Law shall be based upon bonafide job experience and qualifications.

Employees moving from part-time to full-time positions or moving from one title to another will be credited with full prior service for purposes of seniority, salary, or vacation accrual (pro-rata in the case of part-time employees). Such provision shall be effective only to the degree that it does not conflict with New York State Civil Service Law.

**ARTICLE 15  
EMPLOYMENT**

- A. 1. Each unit employee will be notified no later than July 1st of his/her employment status for the coming year. The employee will also be notified of any change in work assignment at that time. If work assignment changes are necessary after that date or during the work year, the employee so affected will be given as much advance notice as possible.
2. Clerical employees will, except in valid emergencies, not be assigned to cafeteria, corridor or playground supervision.
3. **Overtime Distribution and Scheduling**
- a. Overtime lists shall be established by title, within department (i.e. Maintenance, Cafeteria, Clerical Aides, etc.), and building and available overtime assignment within title shall be made by seniority on a rotational basis within the affected building. For purposes of calculating seniority for placement on the list, a regular schedule in excess of 20 hours per week shall be considered full time. Part-time work shall accrue for seniority on a ratio of two for one. Unpaid leaves of absence shall be deducted.
- b. An employee must be in work status on the day the overtime is to be worked in order to be considered for the overtime assignment. An employee absent on any leave on the day the overtime is to be worked may be skipped. If the overtime will be assigned at a future point, and an employee is absent when canvassing begins, the employee must be solicited when he/she returns to work, as long as it is prior to when the overtime will be scheduled.
- c. Deviations from use of the rotation list shall only be made in the case of emergency, in which case the employee receiving the overtime assignment in that instance, shall go to the end of the list. Refusal of overtime shall be treated as overtime worked for the purposes of placement on the rotation list. Should an employee be inadvertently skipped for an overtime assignment, he/she shall receive the next available overtime assignment(s) until he/she has been afforded overtime equivalent to that for which he/she was skipped.
- d. If employees in the title to which the overtime is to be assigned decline to accept the overtime assignment, other qualified employees of the department in the affected building shall be canvassed by seniority to ascertain their willingness to accept the overtime assignment. The assignment will be made to the most senior employee in the affected building willing to accept the assignment.
- e. If no employee in the affected building accepts the assignment, the same process shall be followed in offering the overtime assignment to

employees outside the affected building. An employee assigned to the overtime in either (d) or (e) shall be paid at the overtime rate of his/her position.

- f. If no employee accepts the overtime assignment offered, management shall have the option of offering the assignment to part-time personnel, or to mandate the necessary assignment using inverse seniority from among those in the affected building qualified to perform the work.
  - g. Unit employees whose regular hours of employment do not exceed six (6) hours per day or thirty (30) hours per week, if assigned extra work, shall continue to be paid at straight time.
- 4. An employee recalled to work overtime after having completed his/her scheduled work period and left his/her scheduled workstation shall be guaranteed one hour overtime pay, with time worked over that rounded to the next 1/2 hour.
  - 5. Vacancies in regular bus runs occurring after the effective date of this contract will be posted and assigned in order of seniority to current drivers who request same.

Overtime and/or extra runs will be balanced among regular drivers whenever possible.

If groups of students in any sport or activity can be transported in a single, District-owned vehicle not required by law to have a state-certified bus driver, then such trips are exempted from the provisions of A.4 above.

- B. There will be no discrimination in the employment practices of the District because of race, creed, color, sex, age or national origin.
- C. No unit employee who has completed his/her initial probationary period will be disciplined, reprimanded, reduced in rank, deprived of any advantage or dismissed without just cause.

#### **ARTICLE 16 LAYOFF AND RECALL**

- A. Layoff and Recall for competitive class employees shall be in accord with Civil Service Law.
- B. If a layoff of non-competitive or labor class employees should occur, layoff shall be from among those in the affected title, by reverse seniority unit-wide. Seniority shall be based upon total time employed by the District. For purposes of calculating seniority, work in excess of twenty (20) hours per week shall count as full time.

Part-time work shall accrue for seniority on the ratio of two for one. Unpaid leave(s) of absence shall be deducted.

- C. If the employee ultimately affected in "B" above has held a lower level position with the District in the non-competitive or labor class, that employee shall be allowed to exercise bumping rights to the previously held position. He/she may bump a person in this instance if he/she is more senior than the person occupying the position. Seniority for this purpose shall be actual time served in the lower level title. For calculating seniority, work in excess of twenty (20) hours per week shall count as full time. Part-time work shall accrue for seniority on the ratio of two to one.
- D. Laid off employees will be on a preferred eligible list for unit positions for three (3) years. Rehire shall be based upon seniority.

Laid off employees who can qualify for other than unit positions will be given preference over new hires for said positions subject to proper Civil Service procedures.

## **ARTICLE 17 HEALTH INSURANCE**

All unit employees whose regular hours of employment meet or exceed six (6) hours per day or thirty (30) hours per week shall be eligible for the benefits in this article.

Where unit employees' regular hours are in more than one job title, time in the second title will not count toward the thirty (30) hour standard unless it is of two hours duration or more daily.

- A. Bargaining Unit members eligible for either individual or family coverage under the District's health insurance program shall contribute to the premium cost of health insurance as follows.:

Effective July 1, 2007, employees shall contribute 7% of the total cost of the individual or family plan. Effective July 1, 2008, employees shall contribute 7.5% of the total cost of the individual or family plan. Effective July 1, 2009, employees shall contribute 8% of the total cost of the individual or family plan. However, beginning July 1, 2010, a cap shall be placed on an employee's 8% premium share which provides that, in no instance, will the employee's premium share have an increase greater than 10% over the previous year's premium share.

- B. The District will pay the premium cost of health insurance for all retired employees and their dependents providing the qualified unit employee has completed twelve (12) years of employment in the District, and upon retirement qualified for benefits under the N.Y.S. Retirement System and to qualified unit employees who have worked thirty (30) or more hours per week during five (5) years of their last seven (7) years of employment.

The District will pay the premium cost of health insurance for all such retired employees and their dependents up to the following limits:

For all employees who retire on or after July 1, 1994, the Board will pay 90% of the premium cost for retired employees and their dependents coverage in the under 65 classification, and 95% of the premium cost for retired employees and their dependents for coverage in the over 65 classification. For all employees who retire before that date, the Board will continue to pay 95% for the under 65 classification, and 98% for the over 65 classification.

- C. The health insurance plan provided will be with Blue Cross/Blue Shield of Utica-Watertown as is currently offered to the employees of Herkimer County BOCES. Effective July 1, 2007, for all active employees and retirees, the prescription drug card co-payments will be \$5 generic/\$10 brand name/\$0 mail order.
- D. Eligible retired unit employees will continue to receive Medicare reimbursements.
- E. Qualified bargaining unit active employees will continue, at no cost to them, to be covered by insurance providing ten thousand dollars (\$10,000.00) group term life with an additional ten thousand dollars (\$10,000.00) accidental death benefit except that said coverage will now be provided as part of the Blue Cross/Blue Shield of Utica-Watertown package.
- F. If a new plan can be found with benefits agreeable to the Board and the Union which may also improve coverage and/or save premium cost, it may be instituted at any time during the period of this Agreement.
- G. A unit employee whose hours of employment do not qualify him/her for fully paid benefits under this article may elect to join the health insurance plan at his/her own expense. This election may only be taken if the employee is not covered as a dependent on another group plan. The individual may purchase either individual or family coverage and will pay the premium in advance to the District business office according to a schedule of payments determined by the District. Failure to timely pay shall result in immediate loss of coverage.
- H. The District will pay for any and all required physicals.
- I. Each employee who elects to purchase health insurance consistent with Article 17, Section A above, shall be automatically included in the 125 Flexible Spending Plan of the District. Such automatic inclusion shall be for the premium portion of the 125 Flex Plan only. Each employee may opt for the unreimbursed medical expenses and/or dependent care options of the flex plan and/or submit a written declination of inclusion in the premium portion of the 125 Flex Plan.
- J. 1. If any active full-time bargaining unit employee eligible for health insurance will sign a waiver of health insurance coverage, or portion thereof, the District will pay to the employee one-half (1/2) of any premium amount saved as the result of such waiver not to exceed a total refund of \$6,000 for a family plan and \$4,000 for an individual plan, where the employee would normally be provided a family plan and \$2,000 for an individual plan. The payment will be made quarterly by separate check.

2. The waiver may be withdrawn upon written notice to the Business Office, and at the time of reinstatement by the carrier, monies paid to any individual under Section 1 will be adjusted pro rata. The time of reinstatement is subject to the rules of the health insurance carrier.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

### ***PURPOSE***

It is the policy of the Board and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.
- C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Union and (when it submits a grievance) the Board.

### ***SUBMISSION OF GRIEVANCES***

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the Board and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted, in writing, within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D.
  1. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.
  2. The Mohawk Employees Union may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the immediate supervisor. Otherwise, it shall be submitted directly to the Superintendent of Schools.
  3. The Board shall present grievances to the President of the Union.

## **GRIEVANCE PROCEDURE**

### **STEP 1**

- A. The supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response or if no response is received within ten (10) working days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools or his/her designee.

### **STEP 2**

- A. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) working days after it is received by him/her.
- B. Within two (2) weeks after receiving a grievance from the Board, the Union shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.

### **STEP 3**

In the event the Union or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within fifteen (15) working days after receiving the statement, refer the grievance to arbitration by requesting that the New York State Public Employment Relations Board propose the names of five (5) arbitrators. A copy of such request shall be forwarded to the Superintendent or the President of the Union.

## **ARBITRATION**

- A. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Union shall strike names from the list until one is ultimately designated as the arbitrator.
- B. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.
- C. The cost for the services of the Arbitrator will be borne equally by the Board and the Union.

**ARTICLE 19**  
**SALARY AND MISCELLANEOUS BENEFITS**

- A. Salaries for all unit employees for the terms of this Agreement are contained in Appendix A. In each fiscal year, there shall be twenty-seven (27) paydays. Twenty-five (25) checks will be in the full amount of two (2) weeks' salary. The first and last paychecks of each fiscal year shall each be one (1) week's salary.
- B. Pay for overtime shall be at the rate of time and a half.
- C. Changes in pay as applied to an established bus run may only be made if the run is altered and after consultation with the Union.
- D. There will be a ten percent (10%) differential applied to the pay of those working the second shift. The second shift work week shall begin on Monday at 3:00 p.m. and end on Friday at 11:00 p.m. Employees who work the third shift shall receive a twelve percent (12%) differential increase in their hourly wage for all hours worked on their third shift. The third shift work week shall be from Monday at 10:30 p.m. to Saturday at 7:00 a.m.

Employees will be paid their shift differential only when they actually work a second or third shift. Second or third shift employees will work days during any combination of holidays and student vacations of a week or longer, but will not normally be changed to the day shift for single days (one-day holidays; snow days). Exception: When a second or third shift employee substitutes for a day employee, the substitution may be for a single day.

Third shift employees will also earn two additional vacation days per school year. The additional vacation days must be scheduled in advance and approved by the Superintendent. The additional vacation days must be scheduled during the summer or any other holiday during which the students are gone. However, the Superintendent may approve utilization of these days during the school year.

In the event that a third shift employee transfers from the third shift to another shift, (s)he will be accredited with and permitted to utilize the additional vacation days (s)he has accrued but shall not be entitled to any additional vacation days once (s)he has left the third shift. It is the understanding of the parties that these two additional days are non-cumulative.

If a full-time maintenance employee on day shift is sick or on vacation beyond a single day, and the District has advance notice, the District will offer a qualified second or third shift unit member in the same building the opportunity to replace the first shift employee before it is offered to other unit members.

- E. Provisions will be made for school nurses to attend appropriate inservice or conference programs as approved by the Superintendent.
- F. Coveralls will be available in the bus garage for the use of drivers who must install chains in the winter. Cafeteria workers will be provided with an annual allowance of one hundred twenty-five dollars (\$125) for the purchase of work clothing/shoes

determined suitable by the Cafeteria Supervisor. *If teacher aides are required to supervise children outside, the District shall make umbrellas and windbreakers available to wear. If they supervise children in the cafeteria, the District shall make smocks available to protect their clothing. Said garments are to remain at the worksite and be maintained by the District.* The District will provide an allowance of \$125 per nurse annually for work clothing. Maintenance employees will be furnished and will wear work clothes as determined by the District. *Custodial, maintenance and full-time transportation employees will receive a maximum of \$125 for the purchase of one or more pairs of safety shoes.* The employees who obtain reimbursement pursuant to this section agree to use the clothing while performing their duties as District employees. All of the above listed allowances shall be paid as follows. The District shall reimburse employees within 30 calendar days of the presentation of the receipt of such purchase.

- G. The District will provide appropriate safety equipment such as masks for the District's licensed exterminator, protective gear for welding and the like.
- H. Employees asked to assume temporary supervisory duties for one day or more in the absence of a regular supervisor who is in charge of temporary personnel, shall be paid a differential of ten percent (10%) for the period of time they perform such duties. All such temporary assignments will be made in writing and made part of the employee's personnel file.

## **ARTICLE 20 JOB DESCRIPTION**

All new and existing employees will be appraised of the chain of command within their respective departments. The District shall provide a civil service job description to each employee at their time of hire or if they transfer into a new position.

## **ARTICLE 21 RETIREMENT**

- A. Retirement plan offered to unit members is option 75C of the New York State Retirement System.
- B. Payment for Years of Service - Upon retirement from service from Mohawk Central School, unit members shall receive one hundred dollars (\$100) for each year of full time service, and/or \$50 for each year of part-time service where more than half of the year was at less than full time, with the Mohawk School District, to a maximum of forty (40) years. Notice must be provided in writing to the District three (3) months prior to the anticipated retirement. The employee may revoke the letter of intent and not retire due to unforeseen circumstances in which case this payment will not be made. To be eligible, the employee must be a member of the New York State Employees' Retirement System, and have 10 years service with the Mohawk Central School District. Notwithstanding §209-a of New York State Civil Service Law, this provision expires fully and completely on June 30, 2011, unless mutually agreed upon in writing.

Payment of this service benefit shall be made through a non-elective employer contribution, and shall be made in accordance with the Memorandum of Agreement of the parties on this subject in Appendix C.

## **ARTICLE 22 TUITION REIMBURSEMENT**

The district shall reimburse employees for the cost of taking courses or training including books and fees subject to all of the following conditions:

1. Employees who have completed three years of service shall be eligible.
2. The course work must be related to their employment.
3. The Superintendent of schools must approve any course before it is taken.
4. Reimbursement shall be made only after successful completion of the course.
5. Eligible employees shall receive tuition reimbursements from the district up to and including \$200 annually if approved by the Superintendent.

## **ARTICLE 23 INSERVICE AND STAFF TRAINING**

The parties shall establish a joint inservice and staff training committee. The committee will meet at least once annually prior to the end of the school year to determine what inservice and training will be required for the following year. Members of the Mohawk Employees Union shall take the training and/or inservice at times agreed upon by the committee. The committee shall be comprised of five (5) union members selected by the Mohawk Employees Union and two (2) administrators.

The committee will determine the scheduling of meetings. All issues addressed shall be resolved by consensus. Consensus, for the purposes of this article, means that there shall be no agreement until all of the parties agree and reach an understanding.

## **ARTICLE 24 ASSOCIATION RIGHTS**

The district shall provide the Mohawk Employees Union with one 4' x 4' cork bulletin board with wood framing per building.

**ARTICLE 25  
DURATION**

This contract shall be effective July 1, 2007, and shall continue in effect through June 30, 2011.

In the event either party desires to amend this agreement, notice thereof must be given to the other party at least thirty (30) days prior to the first date to negotiate such amendment. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of the negotiation procedure hereto. Amendments resulting from such negotiations shall take effect beginning the following July 1st or at such other time as may be mutually agreeable to the parties.

FOR THE DISTRICT:

Joyce M. Caputo

Date: 12-10-07

FOR THE UNION:

[Handwritten Signature]

Date: 12-10-2007

## APPENDIX A

1. During the 2007-2008-employment year all unit members on the payroll as of July 1, 2007 shall receive an increase of 4.60% of their base salary exclusive of longevity.
2. During the 2008-2009-employment year all unit members on the payroll as of July 1, 2008 shall receive an increase of 4.60% of their base salary exclusive of longevity.
3. During the 2009-2010-employment year all unit members on the payroll as of July 1, 2009 shall receive an increase of 4.60% of their base salary exclusive of longevity.
4. During the 2010-2011-employment year all unit members on the payroll as of July 1, 2010 shall receive an increase of 4.60% of their base salary exclusive of longevity.
5. Effective with the first year of this Agreement, no incoming unit employee will be hired at less than the Minimum Start rates for the titles, however, nothing in this agreement prohibits the District from hiring a unit employee above the Minimum Start rate, depending on the applicant's prior training and experience.
6. Movement from one title to another will be accompanied by a change in pay equal to the difference between the minimum rates for the titles.
7. Effective July 1, 2007, a longevity bonus of thirty cents (.304) per hour will be paid to each unit employee after thirteen (13) years of employment in Mohawk. Effective July 1, 2007, a longevity bonus of fifteen cents (.15) shall be paid to each unit employee after completion of twenty (20) years of service with the District.

Any employee credited with longevity prior to July 1, 1995, on the basis of step placement rather than years of experience will be exempted from the new rule.

## APPENDIX B

### UNIT POSITION

### MINIMUM START RATE PER HOUR

	<u>2007 - 2008</u>	<u>2008 - 2009</u>	<u>2009 - 2010</u>	<u>2010 - 2011</u>
Aides - Monitors	8.89	9.30	9.73	10.17
Assistant Cook	9.69	10.14	10.60	11.09
Auto Mechanic	12.81	13.40	14.02	14.66
Bus Driver/Bus Cleaner	11.98	12.53	13.11	13.71
Cafateria Worker	8.97	9.38	9.81	10.27
Cleaner/Watchman	9.27	9.70	10.14	10.61
Clerk - Attendance	10.83	11.33	11.85	12.39
Clerk Business Office	10.25	10.72	11.21	11.73
Clerk Typist	10.25	10.72	11.21	11.73
Custodian	12.34	12.91	13.50	14.12
Group Leader/Maintenance	14.47	15.14	15.83	16.56
Maintenance Mechanic	13.94	14.58	15.25	15.95
Micro Computer Repair Technician	15.41	16.12	16.86	17.64
Receptionist	10.25	10.72	11.21	11.73
School Nurse	16.48	17.24	18.03	18.86

*Appendix C*  
*403(b) Non-elective Employer Contribution*

The undersigned parties hereby agree as follows:

1. Notwithstanding § 209-a of the Civil Service Law, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement and shall expire with the expiration of the current collective bargaining agreement on June 30, 2011, unless the parties specifically agree in writing to extend it.

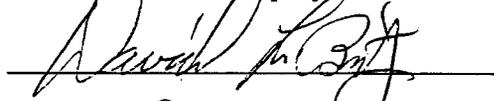
2. Remittance

The employer agrees to make a non-elective employer contribution for those members of the Mohawk Employees' Union who retire under the Terms of the District's Payment for Years of Service found in Article 21 of the 2007-2011 Collective Bargaining Agreement, for the amount the employee is entitled to under the Terminal Incentive in Form of Non-Elective Employer Contribution. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.

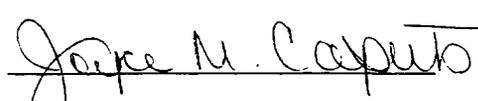
3. No Cash Option - No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution (s) described herein.
4. Contribution Limitations - In any applicable year, the maximum Employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer non-elective contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer non-elective contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.
5. 403(b) Accounts - Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

6. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s), which conform, as closest as possible, to the original intent of the parties.
7. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising for the provider's acts or omissions with respect to the 403(b) program, except for that which is due to the fault of the District or its employees.
8. Both the Employer and the Employee shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.

For the Mohawk Employees' Union

  
Date 10-2-07

For the Mohawk Central School District

  
Date 10/2/07

## Appendix D

### LETTER OF UNDERSTANDING

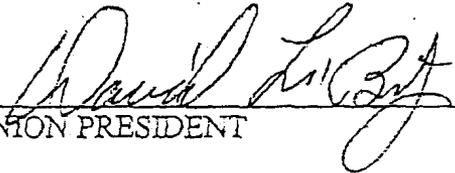
Between

Mohawk Central School District

and

Mohawk Employees Union

It is agreed that the Mohawk Employees Union designates the MEU President and authorizes this employee to deal with the District and/of with employees it represents about employment conditions and concerns that may arise related to the negotiated agreement. On an instance specific basis, the MEU President shall be granted reasonable time off without loss of pay or use of personal accruals to perform this activity. The granting of such time off will be subject to approval by the building principal and cannot interfere with the duties and responsibilities of the unit President as an employee of the District, or any other employee of the District who is on duty. The District agrees to provide up to an aggregate of three work days (24 hours) during the school year to the MEU President for this activity. The President must keep an ongoing accounting of time taken for this activity and provide it to the building principal or District Superintendent upon request. This agreement will expire on June 30, 2008, but may be extended yearly by the express mutual agreement of the parties. Said agreement shall be reduced to writing.

  
UNION PRESIDENT

8-1-07  
DATE

  
SUPERINTENDENT OF SCHOOLS

8/1/07  
DATE

**Side Letter to 2007-2011 Negotiated Agreement Between Superintendent of Schools  
Mohawk Central School District and the Mohawk Employees' Union**

It is the intent of the parties that the modification to Article 4 E.1 of the negotiated agreement is for the express purpose of defining "essential personnel" staff and that they continue to be responsible for reporting for duty on snow days. The essential personnel are as follows: Cleaners, Custodians, Maintenance Mechanic, bus mechanic, and bus driver cleaner and Building and Grounds personnel.

In all other respects this contract article remains unchanged. Ten month employees will not be paid when not reporting; twelve month clerical employees who do not report when teachers do not report will be paid; and other staff as defined above are expected to report and will be paid.

Joyce M. Caputo 8/2/07  
District Superintendent

David M. Butt 8-3-07  
President, MEU