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Union: **Mohonasen Support Staff Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), National Education Association (NEA), AFL-CIO**

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# **AGREEMENT**

between

**BOARD of EDUCATION**

of

**ROTTERDAM-MOHONASEN  
CENTRAL SCHOOL DISTRICT**

and

**MOHONASEN SUPPORT STAFF  
ASSOCIATION**

**NYSUT, AFT, NEA, AFL-CIO**

**July 1, 2012 to June 30, 2017**



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## ARTICLE I

### RECOGNITION

- A. The employer recognizes the Mohonasen Support Staff Association, NYSUT, AFT, NEA AFL-CIO, (hereinafter known as "Association"), as the sole and exclusive representative for all the employees in the unit described in Attachment A, which is incorporated by reference as though fully set forth in this paragraph.
- B. The employer shall deduct from the wages of employees and remit to the Association, regular membership dues for those employees who signed authorizations permitting such payroll deductions. The following payroll deductions are also authorized on a voluntary basis:

Payment of loans and arrears to the New York State  
Employees Retirement System

Health Insurance

U.S. Savings Bonds

Credit Union

Tax Sheltered Annuities

NYSUT Member Benefit Fund

- C. The Board agrees not to negotiate with any other organization other than the Association, for the duration of this Agreement. The employer also agrees that the Association shall be the sole and exclusive representative for all employees described in Attachment A, for the purpose of Collective Bargaining and Grievances from the 1<sup>st</sup> day of July, 2012, until the 30<sup>th</sup> day of June, 2017.
- D. The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. If the school continues in session during any strike by other staff members, the employer will provide, through its own agents or law enforcement agencies, reasonably safe access for the employees to their place of employment with the District.

- E. This agreement 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. Before permanent changes in job conditions are enacted, the School Administration will consult the president of the Association.
- F. If any provisions of this agreement or any application thereof to any employee or group of employees shall be found to be held to be contrary to law or any rule or regulation having the effect of law by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the District of funds otherwise available under state or federal law then such provision or application thereof shall be null and void, but all other provisions or applications will continue in full force and effect. At the option of either party, negotiations shall be immediately undertaken with respect to a substitute for such provisions or application becoming null and void.
- G. If an agreement or contract between the Board and an individual employee, heretofore executed, contains any provisions inconsistent with this agreement, then this agreement, throughout its duration shall be controlling. Any agreement or contract between the Board and an individual employee hereafter executed shall be expressly made subject to and consistent with the terms of this agreement.
- H. This agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). This agreement shall supersede any rules, regulations or practices of the employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the employer with respect to all matters not specifically covered in this agreement shall remain rights and prerogatives of the employer.
- I. The expense for printing copies of this agreement shall be shared equally by the Board and the Association.
- J. Representatives of the Board of Education and the Association will meet on the first Wednesday in November and March to discuss suggestions for improving the services of employees and to discuss matters of concern regarding employees and the District. Date, time and location are to be by mutual agreement. All matters to be raised at such meetings shall be submitted in writing at least 48 hours prior to the meeting.

The Superintendent, or designee, and the Association shall meet once each month during the school year, and upon request of either party during July or August, to discuss matters of labor-management concern. Date, time and location are to be by mutual agreement. All matters to be raised at such meeting shall be in writing at least 48 hours prior to the meeting.

**K. MANAGEMENT RESPONSIBILITIES** – Except as limited by the specific and express terms of this agreement, the District hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law including, but not limited to, the right to determine the purpose, missions, object and policies of the District; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the District's programs; to administer the personnel system of the District; to establish standards and criteria for performance; and to take whatever actions may be necessary or appropriate to carry out the mission of the District, including the right to subcontract such services as it may deem in the best interest of the District and to reduce the work force accordingly. The District shall provide written notification to the Association when positions held by bargaining unit members will be contracted out. Such notification shall be provided at least six weeks prior to the issuance of a Request for Proposals for contracting out. Upon the Association's receipt of such written notifications, the Association may request an informational meeting to discuss the District's plan to contract out. Such meeting will take place within five working days of the Association's request.

**L. AGENCY FEE** – The Rotterdam-Mohonasen Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Mohonasen Support Staff Association (as set forth in Attachment A), the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted by the District in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency fee deduction shall be made following the same procedures as applicable for payroll deduction of dues for unit members who are union members.

The District agrees to deduct from salaries of members of the bargaining unit the amount of membership dues as set forth by the Association. The Association shall notify the Superintendent of the current rate of its service unit dues by September 15. Dues deductions shall be made in equal installments beginning with the second payroll in September. Whenever possible, union dues shall be deducted from the unit member's salary before other, if any, voluntary deductions are made.

The School District agrees to transmit the total sum deducted to the Association within five (5) working days following each payroll cycle. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

Since voluntary and mandatory salary deductions for annual dues or equivalent are made by installments, the District will not be responsible for any unpaid installment falling due after the last pay period in which an employee has earnings sufficient for such installment due.



## ARTICLE II

### GENERAL WORKING CONDITIONS AND WAGE PROVISIONS

- A. Persons beginning employment on the opening day of school in September are considered as having rendered service from the beginning of the month.
- B. A break in continuous service of a part-time employee is defined as an unauthorized absence for ten (10) or more consecutive workdays, or a written resignation from the employee, or a discharge.
- C. An employee, full-time or part-time, who is granted a leave of absence without pay for six (6) months or more will, upon resumption of employment, remain at the same salary/hourly rate they were on when the leave was granted.
- D. OVERTIME:
  - 1. Whenever possible, an equitable distribution of overtime shall be made by canvassing the employees of the building requiring the overtime service. In the event an insufficient number of employees respond or where the overtime services required are of a specialized nature, the District may designate the additional employees needed to perform the overtime service. Such designation will be on the basis of an inverse order of seniority and will be on a voluntary basis except in an emergency which requires an individual with specific skills or knowledge.
  - 2. All work above the scheduled hours for full-time employees will be paid at the rate of 1½ times the employee's regular rate.
  - 3. Any employee who is called in for duty on a paid holiday will be paid two (2) times his/her regular rate in addition to his/her holiday pay.
  - 4. Whenever a full-time employee is called into work, other than his/her regular scheduled hours, and exclusive of building checks, responses to building alarms and bus warm-ups, the employee shall receive a minimum of two (2) hours at 1½ times his/her regular rate.

- 5a. If an employee other than the custodial leader is scheduled to make a building check, the employee will be compensated based upon the following for all time worked

High School – One (1) hour per building check at 1½ times regular pay.

Middle School – One (1) hour per building check at 1½ times regular pay.

Bradt – One (1) hour per building check at 1½ times regular pay.

Pinewood – One (1) hour per building check at 1½ times regular pay.

- 5b. If a bus mechanic is called to work prior to his regularly scheduled hours to do bus warm-up, the mechanic will be compensated for all time worked

at 1½ times regular pay, for a minimum of one (1) hour.

- 5c. If a bus driver is called in before or after his/her regularly scheduled hours of work, the bus driver will be compensated based upon the following schedule:

Bus Run – Call in, minimum of one (1) hour at regular pay.

- 5d. Custodial leaders will receive an annual stipend of \$1,500 effective July 1, 2012; \$1,650 effective July 1, 2014; and \$1,800 effective July 1, 2016.

Food Service Leaders at the Middle School/High School will receive an annual stipend of \$646. Food Service Leaders in each Elementary School will receive an annual stipend of \$333..

- 5e. All unit members called in to work to respond to a building alarm will be compensated a minimum of one (1) hour per building alarm response at the rate of one and one-half (1 ½) times regular hourly pay and two (2) times regular hourly pay on Sundays or holidays.

6. Unless work on Saturday or Sunday is within the employee's regularly scheduled work week, Sunday work shall be compensated

for at the rate of double time (2 times the employee's regular hourly rate). When an employee is called upon to work on Saturday and works into Sunday, double time will be paid beginning at twelve (12) midnight on Saturday. If any or all parts of the overtime work continue without interruption into the next calendar day, the double time rate will apply to his/her uninterrupted working time until his regularly scheduled tour of duty begins.

- 7a. Field trips and athletic trips originating after the regular school day, and on weekends, will be assigned, when full-time drivers are not available, on a rotating basis by seniority. If possible, field trips and athletic trips will be posted 48 hours in advance of the trip. No part-time driver will be eligible for a field trip or athletic trip if such trip conflicts with the driver's regularly scheduled workday. The list of drivers will be established on the first day of September, based upon seniority. Drivers will receive a meal allowance of four (\$4.00) dollars for breakfast, five (\$5.00) dollars for lunch, and ten (\$10.00) dollars for dinner for overnight field trips. A five (\$5.00) dollar meal allowance will be paid if a field trip exceeds eight (8) hours. Drivers requesting meal allowances will be required to submit properly documented receipts. Drivers assigned supervisory responsibilities, during a field trip, will be compensated at their regular rate for all such assigned work. Full-time transportation personnel other than full-time bus drivers, will not be eligible for field trips or athletic trips originating after the normal school day, or on weekends.
  - 7b. In the event a mechanic is required to cover a bus run, the mechanic shall be eligible to make-up lost mechanical hours provided the need for hours and scheduling are approved by the Supervisor of Transportation.
  8. Members of the bargaining unit working as chaperones at athletic events or school functions will be paid the then current chaperone rate. Notification will be distributed to all District employees at the start of each school year so that a list of employees interested in performing such duties may be developed.
- E. The work year for the purposes of calculating salary deductions or additions in accordance with the terms of this agreement shall consist of the employees scheduled workdays plus paid holidays set forth for the job classification.

- F. When school is closed due to inclement weather, a full-time employee, except a first shift Custodian, Cleaner, Mechanic or Groundsman, may report to work two (2) hours late without loss of pay unless a public announcement to the contrary is made by the District. Upon notifying his/her immediate supervisor, a full-time employee (except a first shift Custodian, Cleaner, Mechanic, or Groundsman), may elect not to report when school is closed due to inclement weather using a day of vacation, a personal day, or taking leave without pay for the day, up to a maximum of three (3) days in any school year. Second or third shift Custodians, Cleaners, Mechanics, or Groundsmen may make the foregoing election with the approval of the Supervisor of Building and Grounds or Supervisor of Transportation provided the personnel needed to cover each building is available.

When school is closed due to inclement weather, any full-time employee who reports to work at the start of his/her normal shift may leave work two (2) hours early without loss of pay. Any full-time employee who reports to work past the start of his/her normal shift shall work the remainder of that normal shift.

- G. Subject to the provisions of Article I-K, ***“Bargaining unit work, other than emergency work as defined by the Superintendent or designee, will not be performed except by bargaining unit members.”***
- H. After full-time bus drivers have been assigned their runs, part-time bus drivers will be allowed bidding of remaining runs at the beginning of each school year. Bidding will be performed on a ***“two bid”*** basis. First, drivers will be permitted to retain their old runs and bid on vacant runs only. Once that is accomplished, the newly vacant runs (from the first bidding), will be bid within forty-eight (48) hours. No bidding will be allowed after the second bid. For purposes of the foregoing bidding, the run of a part-time bus driver on approved leave at the beginning of the school year will not be considered vacant and the part-time bus driver on leave will retain his/her old run provided such leave does not exceed three months from the beginning of the school year.
- I. Employees with three (3) or more years District service shall be eligible for CDL reimbursement on a prorata basis at the reimbursement rate of one-eighth (1/8<sup>th</sup>) for each remaining year on the CDL and for full CDL renewal at the reimbursement rate of twenty-five percent (25%) for each of the four (4) years following renewal. The CDL must have passenger endorsement in order to be eligible for reimbursement by the District.

Employees eligible for this reimbursement shall submit a copy of his/her paid CDL receipt each year to the Business Office which will process the payment. The District may temporarily require non-bus driver employees with passenger endorsement CDL's to cover bus runs when necessitated by operating need. In such instances, the employee shall be paid the employee's hourly rate, or overtime rate, if applicable.

- J. Full-time employees whose regular shift extends past midnight will receive a 9% shift differential for the entire shift.

Any employee whose regular shift extends past 7 p.m. will receive a 5% shift differential for the entire shift.

Cleaners, Custodians and Monitors who regularly work a "split shift" (11 a.m. – 7 p.m.) will receive a 5% shift differential for hours worked past 3 p.m. (4 hours). On days in which these employees are asked to adjust shift to be on-site *later than 7 p.m.*, they will receive a 5% shift differential for *all hours* worked past 3 p.m. For example, if the employee works from 1 p.m. – 9 p.m., the employee will receive a 5% shift differential for the 6 hours worked past 3 p.m.

**K. Right To Union Representation**

A unit member who at the time of questioning appears to be a potential subject of disciplinary actions shall have a right to representation by the Association, or a representative of his or her choosing, and shall be notified in advance, in writing of such right. If representation is requested a reasonable period of time shall be afforded to obtain such representation.

## ARTICLE III

### WORKDAY – WORK YEAR – LAYOFFS

#### A. CLERICAL EMPLOYEES

1. All full-time clerical staff will work a thirty-seven and one-half (37.5) hour week consisting of five (5) days, seven and one-half (7.5) hours per day, fifty-two (52) weeks per school year. Full-time clerical staff will work every day in the year except his/her vacation, Saturdays, Sundays and designated holidays and other paid entitlements.
2. A 10-month full-time school building typist will work a thirty-two and one-half hour week consisting of five (5) days, six and one-half hours per day, two hundred five (205) days per year consisting of one hundred eighty-five (185) days that school is in session and twenty (20) days as designated by the Superintendent or designee following school closing and prior to school opening. The employee's immediate supervisor will discuss the individual employee's summer work calendar with the employee.

#### B. CUSTODIANS, MAINTENANCE MECHANIC, GROUNDSKEEPER, CLEANER

Full-time custodians, maintenance mechanics, groundskeepers, and cleaners are expected to work a forty (40) hour week, consisting of five (5) days, eight (8) hours per day. Custodians, maintenance mechanics, groundskeepers and cleaners will work every day in the year except their vacations, Saturdays, Sundays and designated holidays. If a custodian, maintenance mechanic, groundskeeper or cleaner's normal work week consists of Saturday and Sunday, no overtime or double time will be paid for these days. Work hours of a regularly scheduled workday will be consecutive.

### C. TRANSPORTATION PERSONNEL

Full-time transportation personnel are expected to work a forty (40) hour week, consisting of five (5) days, eight (8) hours per day. Full-time transportation personnel will work every day in the year except their vacations, Saturdays, Sundays and designated holidays. If a full-time transportation personnel's normal work week consists of Saturday and Sunday, no overtime or double time will be paid for these days. The Transportation Supervisor may assign bus drivers as needed during emergencies, rescheduled field trips or athletic trips, and/or unanticipated situations without reference to seniority.

For purposes of this provision, the term "*emergency*" shall be defined to mean any of the following: (1) request for transportation received less than twenty-four (24) hours before the date the transportation is requested; (2) an unforeseen weather emergency; (3) the unforeseen illness or absence of a scheduled driver, or (4) the mechanical malfunction of a District vehicle.

### D. FULL-TIME BUS DRIVERS

Full-time bus drivers will work a forty (40) hour week. Work hours and work days may be staggered over a seven (7) day week, at the decision of the Transportation Supervisor. If a full-time bus driver's forty (40) hour work week consists of a Saturday or Sunday, no overtime or double time will be paid for these days. Full-time bus drivers will work all days when school is in session and on "*Orientation Day*", or make-up day. Full-time bus drivers assigned to transport students who attend private and parochial schools, will work all days private and parochial schools are in session. Under no circumstance will a full-time driver assigned to a private or parochial run work less than the number of days in the Mohonasen school calendar, for that given year. If a driver assigned to a private or parochial run works less than the number of school days in the Mohonasen school calendar, that driver will be assigned makeup days by the Transportation Supervisor, and will perform job related duties as determined by the Transportation Supervisor. These makeup days will be assigned at a time when the Mohonasen schools are not in session. If the District transports students during the summer, full-time bus drivers will be given first preference for these routes. For this period of time, full-time bus drivers will be compensated their hourly rate times the number of hours employed.

**E1. TEACHER AIDES**

Full-time Teacher Aides will work a thirty-five hour (35) week, consisting of five (5) days, seven (7) hours per day for the period beginning September 1, and ending June 30. Teacher aides are not required to work school recesses and holidays which fall within their normally scheduled work year.

A classroom, bus, cafeteria, library, computer science, health aide, or health office assistant is expected to work the hours identified in his/her appointment, one hundred eighty-five (185) days per year consistent with the District teachers' reporting schedule.

**E2. MONITORS**

Full-time monitors are expected to work a forty (40) hour week, consisting of five (5) days, eight (8) hours per day when student attendance is scheduled and on "*Orientation Day*" and "*Staff Development Day(s)*".

**E3. WAREHOUSE WORKER**

A full-time warehouse worker will work seven (7) hours per day September 1 through June 30 plus seven (7) additional days as assigned by the Food Service Supervisor.

**E4. FULL-TIME MESSENGER**

The full-time Messenger will work a forty (40) hour work week consisting of five (5) days, eight (8) hours per day. Full-time messenger will work every day in the year except his/her vacation, Saturdays, Sundays and designated holidays. If the Messenger's normal work week consists of Saturdays and Sundays, no overtime or double time will be paid for these days.

E5. **SYSTEMS SOFTWARE SPECIALIST, COMPUTER TECHNICIAN, SENIOR COMPUTER TECHNICIAN**

Full-time systems software specialists, computer technicians, and senior computer technicians are expected to work a forty (40) hour week, consisting of five (5) days, eight (8) hours per day. Systems software specialists, computer technicians, and senior computer technicians will work every day in the year except their vacations, Saturdays, Sundays and designated holidays. If a system software specialist, computer technician, or senior computer technician's normal work week consists of Saturday and Sunday, no overtime or double time will be paid for these days. Work hours of a regularly scheduled workday will be consecutive.

F. **COOKS**

Cooks are to work a thirty-two and one-half (32½ ) hour week, consisting of five (5) days, six and one-half (6½) hours per day, every day that the central kitchen is in operation.

G. **WORK BREAKS**

Unit members who work at least seven (7) hours per day shall receive a fifteen (15) minute break in the morning and afternoon. Such time shall be exclusive of the regular thirty (30) minute lunch break.

A part-time unit member working less than seven (7) hours but more than five (5) hours will be provided a thirty (30) minute unpaid lunch break to be scheduled by his/her supervisor.

H. **SENIORITY LAYOFF**

When it becomes necessary to reduce the Association work force, displacement of layoff shall be according to the following:

1. All competitive classifications will be governed under the appropriate provisions of Civil Service Law as it pertains to layoff, bumping and recall. When the District determines that layoffs in non-competitive labor classifications are necessary, the least senior employee within the classification shall be first to be reduced and/or excessed.

2. Layoffs among full and part-time employees shall be made in inverse order of seniority by title with seniority based upon total District service.
3. Laid off employees shall be entitled to "**Bump**" less senior employees in the same title or in a title previously held by the laid off employee and to fill vacant positions for which they are qualified.
4. Part-time employees shall not be entitled to displace or "**bump**" full-time employees.
5. In the event of a layoff, the Association president will be so notified at least ten (10) days in advance of such anticipated layoffs.

6. **Recall**

- a. A recall list covering layoffs in non-competitive and labor class positions will be established. Names will remain on the list for a period of twelve (12) months. Recall shall be in the reverse order of layoff and based upon total continuous District service.

Only those employees who have performed satisfactorily, as evidenced by the "**Employee Observation and Evaluation**", will be entitled to the provisions of 6a-e herein.

- b. An individual whose name appears on the recall list shall provide the District with a mailing address where the individual may be contacted. It is the individual's responsibility to notify the District of any changes in mailing address during the one-year recall period.
- c. The District shall be required to contact a recalled individual one (1) time by certified mail at the address supplied in (b) above.
- d. A recalled individual must respond to the District's recall notice within five (5) working days. Failure to respond within the time allotted will be deemed a waiver of the employee's recall rights under this provision.
- e. A recalled individual may refuse recall notice up to two (2) times without waiving the employee's rights under this provision.

f. This provision is not subject to grievance procedure contained in Article VI.

- I. Each member of the unit, who is employed in any capacity by the District as of the last day of any academic year or term, or the last day preceding any customary or established school vacation period, holiday recess or other school recesses, shall continue to be employed in the same capacity and shall resume normal duties at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term of the last day preceding such vacation period, holiday recess or other school recess and that his/her said services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday, vacation, or recess.

It is understood and agreed that subject to the specific provisions of Article III relating to continuation of services, the provisions of Article III are not intended to nor shall same be construed:

1. To deprive any unit member employed by the District legal employment rights that such employees possess in the absence of Article III.
2. To deprive the District of any legal rights to terminate at any time any employee of the aforesaid unit that the District possesses in the absence of Article III.

**ARTICLE IV**

**PERSONAL LEAVES**

**A. VACATION**

- 1a. Twelve (12) month full-time employees will receive an annual paid vacation pursuant to this Article.

Full-time twelve (12) month employees who have completed less than one (1) year of continuous service on June 30 of the previous year shall earn one (1) day of paid vacation for each month of continuous service rendered during the previous year, but not to exceed (10) working days, with regular basic pay.

Vacations will be earned upon completion of the years' service required and will be credited on July 1 of the year succeeding the year in which it was earned.

<b>Service Years of Continuous Service (measured from July 1, <u>first occurring after commencement of employment</u>)</b>	<b>Number of Vacation Days Credited</b>
After completion of 1-3 years	10 days/2 weeks
After completion of 4 years	11 days
After completion of 5 years	12 days
After completion of 6 years	13 days
After completion of 7 years	14 days
After completion of 8-13 years	15 days/3 weeks
After completion of 14 years	20 days/4 weeks*
After completion of 20 years	21 days
After completion of 25 years	22 days
After completion of 27 years	23 days
After completion of 30 years	25 days

\*Twelve (12) month full-time employees employed after December 31, 1999, will receive an annual paid vacation pursuant to the foregoing except that 20 days/4 weeks vacation will be credited an employee after the employee has completed 19 years of service.

- 1b. Vacations of full-time staff will, so far as practicable, be scheduled at the time most desired by employees, but in order to insure orderly operations, the final right to schedule vacations and the final right to require employees to work in lieu of vacations, is exclusively reserved to the School District. Except as otherwise provided, seniority whenever possible, shall prevail in the scheduling of vacations. When a day observed as a holiday falls within the vacation period, an extra vacation day will be taken.

Regular employees who are required by the School District to forego any portion of their vacation period shall receive, in addition to the vacation pay allowance, compensation at the overtime rate for all such vacation time actually worked. In the event that sickness, disability or compensable accident occurs prior to, and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the school year or the next succeeding school year. Whenever a regular employee, employed not less than six (6) months, voluntarily resigns, enters military service, is laid off, is discharged or is retired, he/she shall be entitled to his/her earned vacation, based on his/her service during the previous year, or pay at the basic rate in lieu thereof. A regular employee retired for age or disability, will also be entitled to a pro-rated vacation allowance for time worked during the school year which he/she is retired.

Vacations are not cumulative except that a maximum of ten (10) vacation days may, with the approval of the Superintendent or his/her designee, be carried over from one school year to the next school year.

- 1c. Twelve (12) month employees may use up to five (5) consecutive days of vacation when school is in session. Only one (1) such day may be used to extend an existing school break or vacation. A request to use up to five (5) consecutive days of vacation must be submitted in writing to the Superintendent or designee forty-five (45) calendar days in advance of the requested time of use and must be accompanied by a recommendation in support of such request from the employee's immediate supervisor. Requests will be considered on a case by case basis with final approval of the request being within the sole discretion of the District and not subject to the grievance procedure provided for in Article VI of this Agreement.

Unit members wishing to use vacation time other than that described above may apply directly to the Superintendent. The Superintendent will consider, on a case-by-case basis, requests for vacation leave in excess of that provided above. It is understood that the final right to schedule vacation and the final right to require employees to work is exclusively reserved by the District.

B. HOLIDAYS

Full-time employees will receive time off with pay for the following holidays, provided the holiday occurs during the employee's regularly scheduled work year.

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve\*  
Christmas Day

\*If Christmas Eve falls on a Saturday or Sunday, the District will assign an alternate day as a paid holiday. This day will be determined by the District and will be scheduled during the Christmas recess.

Ten-month (10) full time school building typists will receive the holidays listed above except for July 4<sup>th</sup>.

The following paid holidays are granted to regularly scheduled part-time employees: Christmas Eve, Christmas Day and Thanksgiving Day, the day after Thanksgiving, New Year's Day, and Memorial Day.

Where a paid holiday falls on a weekend, employees shall have Friday off if the holiday falls on Saturday, and Monday off if the holiday falls on Sunday.

Any variation concerning the above holidays in accordance with the school calendar will be discussed with the Association.

C1. SICK LEAVE

20 days – All twelve (12) month full-time employees will receive twenty (20) sick days annually.

16 days – Ten-month school building typist, full-time teacher aides, monitors, cooks, health office assistants and full-time bus drivers will receive sixteen (16) sick days annually.

All employees who qualify for sick leave and use their total accumulated sick leave days will be required from that point on to accrue sick leave. Employees hired after December 1, 1988, and who qualify for sick leave will be required to accrue sick leave. Annual sick leave days may be cumulative to a maximum of two hundred fifty (250) days. For persons leaving during the year, sick leave will be pro-rated on the basis of the number of months of service rendered. In deserving cases of serious disability or ailment, the Superintendent of Schools may grant sick leave not to exceed thirty (30) days in advance of accrual. Such decisions shall be final and binding and not reviewable in the grievance procedure, binding arbitration or any legal forum. In the event that an employee be granted any sick leave in advance of accrual and should fail to return to work or fail to complete the necessary time in the employment of the Mohonasen Central School District to accrue the number of days granted in advance, the employee becomes liable for the repayment of that portion of the sick leave not earned, except in case of permanent disability or death. Full-time employees may use up to five (5) days of accumulated sick leave on an annual basis for an illness in the employee's immediate family. The Superintendent or his/her designee shall approve all applications for sick leave. Any absence due to illness for which prior approval was not obtained must be called in by the employee to such employee's immediate supervisor at the earliest reasonable opportunity. The employee shall attempt to notify his/her immediate Supervisor via the Supervisor's district provided cell phone. If direct contact with the Supervisor is not made, the employee shall leave a voicemail message and then call the Supervisor's direct school line, again leaving a voicemail message if direct contact is not made. Failure to so notify the immediate supervisor will cause such absence to be unauthorized. Such notification shall include the employee's expected date to return to work.