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Contract Database Metadata Elements

Title: **Rotterdam-Mohonasen School District and Mohonasen Support Staff Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2012) (MOA)**

Employer Name: **Rotterdam-Mohonasen School District**

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

Local:

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GEN/5642

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



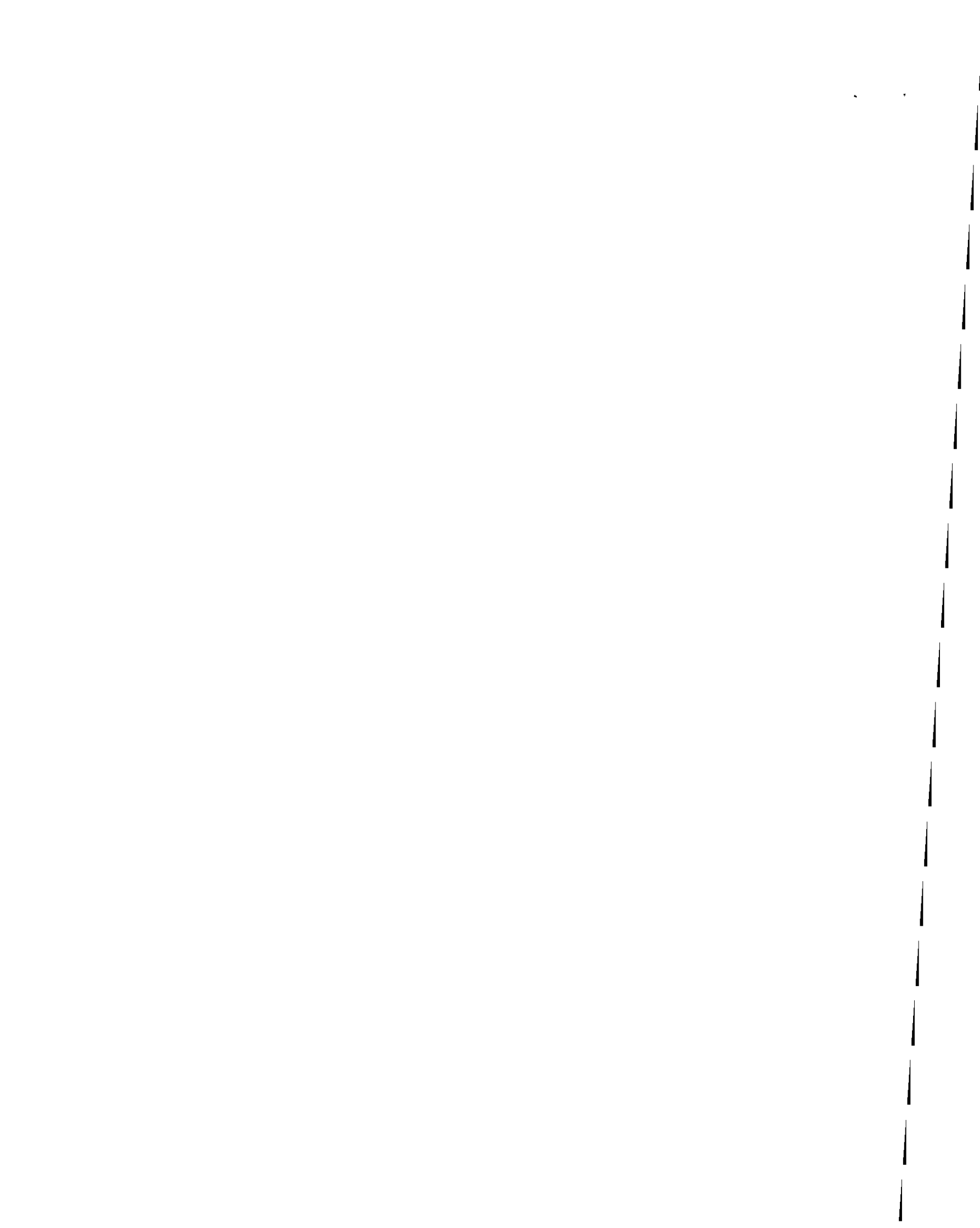


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ARTICLE I

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 1st day of July, 2012, until the 30th 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.

Payroll Deduction Authorization

Social Security No.: _____

Name: _____
 Last First Middle

District Name: _____

Organization: _____

TO THE BOARD OF EDUCATION:

I HEREBY AUTHORIZE YOU, ACCORDING TO ARRANGEMENTS AGREED WITH THE ABOVE ORGANIZATION, TO DEDUCT FROM MY SALARY AND TRANSMIT TO SAID ORGANIZATION, DUES AS CERTIFIED BY SAID ORGANIZATION. I HEREBY WAIVE ALL RIGHT AND CLAIM TO SAID MONIES SO DEDUCTED AND TRANSMITTED IN ACCORDANCE WITH THIS AUTHORIZATION AND RELIEVE THE BOARD OF EDUCATION AND ALL OF ITS OFFICERS FROM ANY LIABILITY THEREFORE. I REVOKE ANY AND ALL INSTRUMENTS HERETOFORE MADE BY ME FOR SUCH PURPOSES. THIS AUTHORITY SHALL REMAIN IN FULL FORCE AND EFFECT FOR ALL PURPOSES WHILE I AM EMPLOYED IN THIS SCHOOL SYSTEM, OR UNTIL REVOKED BY ME IN WRITING BETWEEN SEPTEMBER 1ST AND SEPTEMBER 15TH OF ANY GIVEN YEAR.

Member's Signature: _____

Date: _____

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 (1/8th) 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.

Service Years of Continuous Service (measured from July 1, <u>first occurring after commencement of employment</u>)	Number of Vacation Days Credited
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 4th
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 4th.

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.

Part-Time Employees – All part-time employees employed on a regular schedule for five (5) days per week, not less than twenty-five (25) hours per week, and who are employed in a position requiring not less than one hundred seventy (170) days employment per school year, will be eligible for six (6) days sick leave annually. The rate of pay will be pro-rated according to the employee's normal work schedule. Sick leave days will be cumulative to a maximum of fifty-five (55) days and will be accrued at the rate of one and two-tenths (1.2) days per two (2) months of employment. Part-time employees may use up to two (2) days of accumulated sick leave on an annual basis for illness in the employee's immediate family.

Part-Time employees employed on a regular schedule for five (5) days per week for at least twenty (20) hours and up to twenty-five (25) hours will be eligible for three (3) days sick leave annually during the first three (3) years of continuous service with the District. The rate of pay will be prorated according to the employee's normal work schedule. After five (5) years of continuous service with the District, said employee will be eligible for one (1) additional day of sick leave annually for a total of four (4) days sick leave annually.

Part-time employees employed on a regular schedule for five (5) days per week for less than twenty (20) hours per week will be eligible for two (2) days sick leave annually. The rate of pay will be prorated according to the employee's normal work schedule. After five (5) years of continuous service with the District, said employee will be eligible for one (1) additional day of sick leave annually for a total of three (3) days sick leave annually.

In the event the hours of the part-time employee are reduced so that he/she no longer is entitled to sick leave, his/her accumulated sick leave will be the equivalent of one (1) day of the employee's workday when taken and shall be paid at the employee's rate of pay when taken.

Summer Session – A ten-month employee who works the summer session may use one (1) day of accrued sick leave from the employee's total sick leave accumulation for an absence during the summer session.

General – In order to avoid abuse of the privilege, nothing less than one-third (1/3) day will be acceptable as sick leave.

An employee who has been absent five (5) or more consecutive school days shall provide a doctor's certificate stating that such employee was ill, or unable to work, on any or all of the days for which sick leave pay is requested.

Any employee who has used one-half (1/2) or more of his/her annual sick leave allotment in a school year shall provide a doctor's certificate stating that such employee was ill, or unable to work, on any or all of the days for which sick leave pay is requested for any absence of three (3) or more consecutive school days.

C2. SICK LEAVE BANK

1. A pool of days shall be established which shall not exceed four hundred (400). The purpose of the Bank is to provide additional sick leave after the exhaustion of all personally earned leave credits for a catastrophic and/or prolonged serious illness or disability.

2. Eligibility and Contribution of Days

Only those unit members who are credited with annual sick leave pursuant to the provision of Article IV.C1. shall be eligible to participate in the Sick Leave Bank. For initial contribution, each eligible participant shall contribute one (1) day of existing sick leave. Initial contribution will be made on forms supplied by the Superintendent or his/her designee. Enrollment for the Bank will be open to new hires within the first thirty (30) days of employment. Members of the bargaining unit who have previously elected not to become members of the Bank will be given the opportunity to enroll in June during the open enrollment period for health insurance.

Sick Leave Bank members will continue from year to year without the necessity of filing a new application each year or contributing additional days unless the Bank dips below fifty (50) days.

Future contributions will be required if the total in the pool falls below fifty (50) days. Notice of Assessment will be made by the Trustees.

Sick Leave Bank members who elect to no longer participate in the Bank should notify the Trustees in writing prior to the end of the second pay period in July. Sick Leave Bank members who elect to no longer participate in the Bank, leave the employ of the district, or retire will not be eligible to withdraw the days they donated to the Bank. Days donated are non-refundable.

Employees who resign from the district may elect to contribute up to twenty (20) days of his/her accumulated sick leave accruals.

Employees who retire may elect to contribute up to twenty (20) days of his/her accumulated sick leave accruals.

Any active employee who has the maximum accumulated sick leave days may elect to contribute up to ten (10) days per year to the Sick Leave Bank.

The total number of days in the pool shall not exceed the maximum set forth in (1) above.

3. Application

- a. Application for Sick Leave Bank shall be limited to a catastrophic and/or prolonged serious illness or disability.
- b. Requests for Sick Bank time must be submitted in writing to the Superintendent with documentation from a physician attached. The doctor's statement shall attest to the catastrophic/serious nature of the illness/disability.
- c. A Sick Leave Bank member is not eligible for days prior to the exhaustion of his/her sick leave and personal time. When it becomes apparent that a member's illness will exhaust that member's accumulated sick and personal leave time, application can be made for Sick Bank days.
- e. The Sick Leave Bank member making application for use of the days shall submit such medical and/or related information as the Trustees shall request. Decisions will be made on a case by case basis. Upon the Trustees' request, the member will meet with the Trustees, if necessary, to determine whether such application will be approved. The decision of the Trustees will be rendered in writing, a copy sent to

the member and a copy placed in the member's Bank file. The Business Office will receive written notification of the number of days to be allowed for the individual. If the member does not use the total number of days allowed, the excess will be returned to the Bank.

4. Usage of Bank Days

Eligibility to receive days from the Sick Leave Bank shall be limited to those employees who contributed a sick leave day(s) during the most recent open window period or, in the case of new employees, to those who contributed a sick leave day within the first thirty (30) days of employment..

Sick Leave Bank members may only withdraw an annual (July 1 – June 30) maximum number of days from the Bank equivalent to five (5) times the employee's number of years of District service. An individual whose illness extends into a second school year must reapply to the Bank.

Sick Leave Bank members who are given days from the Bank are expected to use them in a manner consistent with the intended purpose of the Bank. In the event a member improperly uses days, he/she will be required to repay the Bank via the District for all days determined by the Trustees to have been used improperly. The Trustees will determine the manner of repayment.

5. Bank Trustees

The Superintendent and the President of the Association, or their designees, shall act as Trustees of the Sick Bank. In addition to the general discretion of the Trustees to deny a request for Sick Leave Bank days, the Trustees may also deny a request for Sick Leave Bank days during an employee's first six (6) months of joining or rejoining the Bank if the Trustees have reason to believe the employee joined or rejoined with knowledge that he/she would need to be out for an extended period of time due to illness/disability. All decisions of the Trustees shall be binding and non-grievable. However, an applicant who is dissatisfied with the decision of the Trustees may appeal to a review board comprised of two (2) members appointed by the Superintendent, two (2) members appointed by the President of the Association, and one (1) representative appointed by the

Superintendent and the President of the Association. Decisions of the Appeal Board are final, binding, and non-grievable.

The Trustees are empowered to establish, in their discretion, general guidelines and rules of procedure to cover, among other things, based upon service to the District, the circumstances under which an applicant would be approved for usage in more than one school year, the application procedure and the appeals procedure. The Appeal Board must operate within these guidelines and rules.

C3. SICK LEAVE INCENTIVE

Any full-time employee who has not used any sick leave days or leave without pay days in a school year shall be paid \$250 within thirty (30) days of the end of the school year. Any part-time employee who has not used any sick leave days or leave without pay days in a school year shall be paid \$125 within thirty (30) days of the end of the school year. For purposes of this provision, personal leave, vacation leave, holidays, bereavement leave, military leave, jury duty, union leave or conferences, shall not be counted as sick days.

D. PERSONAL LEAVE

1. On three (3) days advance notice in writing, and with the approval of the Superintendent or his/her designee, leave may be granted for personal business as follows:

4 Days:

Full-Time Clerical
Custodians
Groundskeepers
Full-Time Transportation Personnel
Messenger
Computer Technician
Senior Computer Technician
Systems Software Specialist
Special Education Program
Assistant

3 Days:

Full-Time Aides

Monitors
Cooks
Full-Time Bus Drivers
Ten-Month School Building
Typist
Health Office Assistant

2. Waiver of the three (3) days notice may be granted by the Superintendent or his/her designee due to unusual circumstances.
3. Personal leave is intended for personal business which can only be conducted during the regular workday and shall not be used for social affairs, pleasure trips, part-time employment or to extend a vacation and shall not be cumulative.

An employee who takes a personal leave day in accordance with the terms of this Article may, if he or she chooses, enclose a statement of the reason in a sealed envelope marked "*Confidential*" and addressed to the Superintendent or designee. The envelope shall be attached to and submitted with the Employee Absence Report Form.

4. In order to avoid abuse of these privileges, nothing less than one-half (1/2) day will be acceptable as personal leave. The District encourages and will permit employees to take portions of a day for dental/medical appointments and will reduce personal leave accrual according to the portion taken (in one-third or one-half day portions).
5. A part-time employee employed on a regular schedule for five (5) days per week, not less than twenty (20) hours per week will be eligible for one (1) personal day per year. After five (5) years of continuous service with the District, said employee will be eligible for one additional personal day annually for a total of two (2) days personal leave annually.
6. Unused personal leave will be added at the end of each year to an employee's accumulated sick leave.

E. EMERGENCY LEAVE

1. A maximum of one (1) week's leave with pay will be granted full-time and part-time employees upon the occasion of a death in the immediate family.
2. Upon the occasion of a death of a near relative not residing in the same household, (1) day leave with pay will be granted to full-time and part-time employees to a maximum of two (2) such occasions in any one school year.

3. A maximum of five (5) days leave with pay will be granted full-time employees upon serious illness in the immediate family. An additional leave of five (5) days may be granted at the discretion of the Superintendent or his/her designee.
4. The term "*immediate family*" shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, grandparents, grandchildren, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.
5. The term "*near relative*" as used above, shall mean a first cousin, aunt, uncle, niece, nephew.

F. **MISCELLANEOUS LEAVE**

1. Extended leaves of absence without pay will be recommended by the appointing officer as outlined in the Schenectady County Civil Service Rules and Regulations, and forwarded through the Superintendent or his/her designee or the Board of Education.
2. **Public Obligations**
 - a. Any employee elected for jury duty will be granted leave as may be necessary to serve and will be paid the difference between juror's pay and his or her regular pay by the School District while serving.
 - b. Any employee serving jury duty shall not be required to report for jury duty and work consecutively.
 - c. Employees shall be granted such leave with full pay as may be necessary to appear in a court of law as a defendant in an action arising out of the discharge of the employee's duties within the scope of employment.
 - d. Employees shall be granted such leave with full pay as may be necessary to testify in a court of law pursuant to a subpoena except when such employee is a plaintiff, defendant, or otherwise has an interest in the outcome of the proceedings, less any fees or allowances paid for such court attendance.

3. Conferences and Workshop leave will be granted with permission by the Superintendent or designee.
4. The Association shall be granted four (4) days per year for the purpose of attending to matters of Association business including, but not limited to, attendance at conferences of its state and/or national affiliates. Such leave shall not be charged against any individual employee's leave accruals and shall not be deemed a leave of absence.

G. FAMILY MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 and Board of Education Policy 6550, the District will grant family and medical leave for a total of twelve (12) weeks per twelve (12) month period to eligible employees for the following reasons:

- a. The birth, adoption, or acceptance for foster care purposes of a child by the employee and the care of the child;
- b. To care for a spouse, child, or parent of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition makes the employee unable to perform the functions of his/her position.

Leave time beyond the twelve (12) weeks provided for herein shall only be limited by the provisions of Article IV.

H. BREAST/PROSTATE CANCER SCREENINGS

Each member of the bargaining unit shall be entitled to be excused to undertake an annual medical screening for breast cancer and/or prostate cancer. Excused absence without charge to the unit member's leave accruals shall not exceed one 4 hour medical visit per screening, per year. Cost of all screening is to be paid by the unit member's medical insurance, or by the unit member if the unit member has no medical insurance. The unit member must submit medical certification for such screening for such leave to be authorized as an excused leave. Failure to provide certification will result in absence being charged to the unit member's sick leave, if available, or payroll deduction if no leave is available.

ARTICLE V

EMPLOYEE BENEFITS

A. The Board of Education will provide the Improved Non-Contributory Retirement Plan as outlined in laws pertaining to NYS Employees' Retirement System, 75I.

B. HEALTH INSURANCE PROGRAM

The office visit co-payment for all health insurance plans shall be \$20 per visit.

1. The Board participates in a health insurance plan commonly known as Blue Shield, Par Plus with additional riders available to eligible employees for Major Medical, Vision and Dental Care thereunder. Effective July 1, 2006, the Blue Shield Par Plus Plan shall no longer be available to active employees in the bargaining unit but shall remain available to those who retired from the bargaining unit on or before June 30, 2006.

Blue Shield Par Plus/Major Medical/Vision/Dental:

a) The Major Medical deductible for individuals will be \$150 and for a family will be \$300.

b) The prescription drug plan will be provided through a third party administrator. The co-pays will be \$5 generic, \$20 formulary, and \$35 non-formulary with mail order co-pays of \$10 generic, \$40 formulary and \$70 non-formulary (mail order prescription of three (3) month supply for two (2) co-pays.)

c) The deductible for a hospital stay will be \$240.

2. The School District shall continue to make available the Traditional Blue PPO 813 Plan with all benefit levels and co-pays in effect as of July 1, 2008.

3. **Eligible Employees Hired Prior to July 1, 1991**

The School District will pay 90% of the Blue Shield PPO Plan, Mohawk Valley Physician's Health Plan, or the Capital District Physicians' Health Plan premium for individual or family coverage of all employees who were employed prior to July 1, 1991.

4. **Eligible Employees Hired July 1, 1991, or Thereafter**

The School District will pay 80% of the Blue Shield PPO Plan, Mohawk Valley Physicians' Health Plan, or the Capital District Physicians' Health Plan premium for individual or family coverage of all employees who were employed July 1, 1991 or thereafter.

5. Prescription drugs for all health plan options will be provided to eligible employees through a third party administrator. The co-pays will be \$5 generic, \$20 formulary, \$35 non-formulary with mail order co-pays of \$10 generic, \$40 formulary and \$70 non-formulary (mail order prescription of three (3) month supply for two (2) co-pays).
6. The District shall contribute 65% of the premium cost for individual coverage and 50% of the premium cost for two-person or family coverage for members of the bargaining unit retiring with 10 years of service or more on or after June 30, 2005. The Blue Shield Par Plus health plan shall remain available to those members of the bargaining unit who retired on or before June 30, 2006.
7. It is expressly understood that the District is reviewing alternative health insurance plans for the purpose of providing comparable benefits to District employees at less cost to the District. It is agreed by the parties to this agreement that the District may, in seeking to achieve such objective, withdraw from the current health plan and transfer to such other plan.

8. Vision and Dental Care

The current vision and dental care benefits shall continue to be provided by Blue Shield of Northeastern New York.

- (a) Eligible employees hired prior to July 1, 1991

<u>District Share</u>	
<u>Family Plan</u>	<u>Individual Plan</u>
60%	70%

- (b) Eligible employees hired after July 1, 1991

<u>District Share</u>	
<u>Family Plan</u>	<u>Individual Plan</u>
50%	50%

- C. Unless an employee participating in a District health insurance plan requests in writing to be excluded, his/her health insurance premium contributions will be handled through the Flexible Benefit (IRS Section 125) Plan. An employee may elect to participate for purposes of unreimbursed medical expenses and child and dependent care expenses.

D. Open Enrollment

Any individual eligible to participate in the District's health insurance program, shall have the right to elect any District sponsored health insurance plan during any open enrollment period which shall occur at least once annually.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance** shall mean, and shall be limited to, a tenable claim that a specific provision of this agreement has been violated, provided, however, that neither the term "*grievance*" nor this grievance procedure shall refer to, include or apply to any disciplinary procedures, any termination of employment or to any provision of this agreement which is otherwise expressly excluded from such definition and procedure.
2. The term **supervisor** shall mean the employee's immediate supervisor.
3. The **Chief Executive Officer** shall mean the Superintendent of Schools.
4. **Association** shall mean Mohonasen Support Staff Association, NYSUT, AFT, NEA, AFL-CIO.
5. **Grievant** shall mean any person or group of persons in the negotiating unit filing a grievance.
6. **Party in interest** shall mean any person named in the grievance except the grievant, or any person who may have given rise to the claimed grievance.
7. **Hearing officer** shall mean any individual or Board charged with the duty of rendering decisions at any stage or grievances hereunder.
8. **Grievance committee** shall mean the committee selected to act as such by the Association.

B. PROCEDURES

1. All written grievances shall include the name and position of the grievant, the provision of this agreement claimed to be violated, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identify of the party responsible for causing the said events or conditions if known to the grievant, the specific circumstances of the claimed grievance and the redress sought by the grievant.
2. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
3. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If, in the judgment of the Superintendent, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignments without loss of pay. Notwithstanding any of the foregoing, there shall be no interference with the instructional program.
4. Forms for filing grievances, serving notices, taking appeals and other documents necessary to the procedures herein will be jointly developed by the Board and the Association.
5. Nothing contained herein will be construed as limiting the right of any grievant to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association. The Association reserves the right, at the final disposition of any grievance, to submit, in writing, its opinions on said grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon either party to this agreement in future proceedings.

6. The Chief Executive Officer shall be the repository of the official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes or notes of testimony, as the case may be, written arguments and briefs considered at all levels and all written decisions and responses at all stages. The official grievance record shall be available for inspection or copying by the grievant, any party in interest, the Association and the Board but shall not be deemed a public record.
7. Everything herein shall be interpreted that grievant shall perform all duties assigned to the grievant that he/she is grieving until the grievance is processed with the exception of such acts which endanger the safety of the students or employees.
8. The grievant shall have the right at all stages to represent himself/herself, or to be represented by the Association, or by any person of his/her own choice except that such grievant shall not be represented by any representative of any employee organization other than the Association and its affiliates.
9. The expense of all stenographic services, including all transcripts of the proceedings, shall be borne equally by the Board and the Association.

C. TIME LIMITS

1. No grievance will be processed in accordance with these procedures and will be deemed waived and contractually barred unless the grievance is submitted in writing at the first available stage for a written grievance within fifteen (15) work days after the employee or employees knew or should have known of the act or condition on which the grievance is based. The failure of a grievant to appeal a decision at any Step within the time periods provided by the grievance procedure shall likewise constitute a contractual bar to processing of the claimed grievance and such grievance shall be deemed waived and abandoned.
2. Failure at any stage of the grievance procedure to communicate a decision to the grievant, his/her representatives and Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

D. STAGES - GRIEVANCE

1. Supervisor

- a. A grievant will discuss the grievance with his/her supervisor, either directly or through a representative, with the object of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally within five (5) work days after discussion with the grievant, as provided in (a) above, it shall be reduced in writing and presented to the supervisor within seven (7) work days after such discussion with the grievant. Within five (5) work days after the written grievance is presented to the supervisor, the supervisor shall render a response thereto in writing and present the response to the employee, his/her representative, if any, and the Association.

2. Chief Executive Officer

- a. If the grievant is not satisfied with the written response at stage 1 and wishes to proceed further under this grievance procedure, the grievant shall, within five (5) work days after receipt of the written response, present the grievance to the Association's grievance committee for its consideration. There shall be no right of further appeal in the event the grievance committee determines that the grievance is without merit.
- b. If the grievance committee determines that the grievant has a meritorious grievance, then the grievant may file a written appeal of the response at stage 1 with the Chief Executive Officer within ten (10) work days after the grievant has received such written response at stage 1. Copies of the written response at stage 1 shall be submitted with the appeal.
- c. Within ten (10) work days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative shall meet and confer with the grievant and the grievance committee, or its representative, and all other parties in interest.

- d. The Chief Executive Officer shall render a decision in writing to the grievant, the grievance committee and its representative within ten (10) work days after the meeting and conference.

3. Arbitration

- a. An unresolved grievance, as defined in Section B of this grievance procedure, having been processed through step 2 of the grievance procedure may be submitted to arbitration by the Association.
- b. A demand for arbitration submitted under the article shall constitute a waiver by the grievant, the Association and the Chief Executive Officer, of the right, if any, to submit the underlying dispute to any other administrative or judicial tribunal.
- c. Arbitration shall be initiated by serving a written demand for arbitration upon the American Arbitration Association within ten (10) work days after the Association has received by certified mail the Chief Executive Officer's response at step 2 of the grievance procedure. Any demand for arbitration submitted after such ten (10) work days shall be contractually barred and the unresolved grievance shall be deemed waived and abandoned.
- d. The demand for arbitration shall include, but need not be limited to, the following information:
 1. A statement of the specific provisions of this Agreement claimed to be violated.
 2. The specific circumstances of the claimed grievance including time, place and persons involved, if any.
 3. The specific remedy requested.
 4. A copy of the arbitration procedures set forth in this article.
 5. The name and position of the grievant.

- e. Arbitration will proceed before a single arbitrator, except that upon the written request of either party upon the other in the initial demand or within five (5) days after demand has been made by the other party, such arbitration shall proceed before a three (3) member review panel. In the case of a panel, the Association and the Chief Executive Officer shall each select one member of the panel. The two members so selected shall select the third panel member who shall act as chairperson. The procedures of the America Arbitration Association for Labor Arbitration shall be applicable throughout the arbitration process herein provided except as expressly provided otherwise by this article.

- f. The authority and jurisdiction of the single arbitrator or the panel, as the case may be, shall be limited and determined as follows:
 - 1. Neither shall have the power to add to or to subtract from, modify or expand the provisions of this Agreement in arriving at a decision of the issues presented;
 - 2. Each shall confine his/her/its decision solely to the intent of the parties as expressed by the Agreement;
 - 3. Each shall consider only the precise issue submitted to arbitration and shall have no authority to determine any other issue or questions not so submitted;
 - 4. Neither shall include in the decision any observations or declaration of opinion not essential to the decision;
 - 5. Nor shall the parties hereto be required to do or refrain from doing an act beyond his/her/its or their powers as provided by law or otherwise;
 - 6. The decision made shall set forth the findings of fact and conclusions upon which the decision is based;
 - 7. A substantial error of law or mistake of fact affecting the final decision shall be grounds for vacatur;

8. The decision shall be supported by a preponderance of the evidence set forth in the rationale of the decision.
- g. In the event the Chief Executive Officer asserts that the dispute contained in a request for arbitration is not arbitrable, an arbitrator will be selected through the rules of the American Arbitration Association. The arbitrator's decision will be confined to the questions of arbitrability.
- h. A record of the proceedings shall be made upon the request of either party to the appeal. All fees and expenses of the arbitrator and the stenographer which may be involved in the arbitration proceeding shall be equally divided between the parties. Each party shall bear the cost of preparing and presenting its own case.
- i. If either party, within ten (10) work days after an arbitrator's decision, states in writing, to the other party, its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the arbitrator.
- j. Any party to the arbitration procedure shall have the right to counsel, the right to cross examine all witnesses called against him/her, to testify and to call witnesses in his/her own behalf.
- k. The Chief Executive Officer may initiate a grievance in stage 3 and proceed directly to arbitration.
- l. Unless the arbitration decision and award is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules, it will be accepted as final and binding on the parties.

ARTICLE VII

**LONGEVITY, SHIFT ASSIGNMENTS, TRANSFERS
PROMOTIONS, VACANCIES, WORKER'S
COMPENSATION, UNIFORMS AND SALARY CREDITS**

A. LONGEVITY

1. All full-time Civil Service employees are to receive a longevity increase as of his/her anniversary date of the completion of ten (10) years of continuous full-time service as follows:

07/01/12	– \$903	07/01/14-	\$921	07/01/16	\$939
06/30/14		06/30/16			

A full-time employee eligible for the foregoing longevity increase will receive said payment in equal installments in his/her regular paycheck. Each such longevity payment shall be prorated for the remainder of the anniversary year in which it commences.

2. All full-time Civil Service employees are to receive a longevity increase as of his/her anniversary date of the completion of fifteen (15) years of continuous full-time service as follows:

07/01/12-	\$828	07/01/14-	\$845	07/01/16	\$862
06/30/14		06/30/16			

A full-time employee eligible for the foregoing longevity increase will receive said payment in equal installments in his/her regular paycheck. Each such longevity payment shall be prorated for the remainder of the anniversary year in which it commences.

3. All full-time Civil Service employees are to receive a longevity increase as of his/her anniversary date of the completion of twenty (20) years of continuous full-time service as follows:

07/01/12-	\$306	07/01/14-	\$312	07/01/16	\$318
06/30/14		06/30/16			

A full-time employee eligible for the foregoing longevity increase will receive said payment in equal installments in his/her regular paycheck. Each such longevity payment shall be prorated for the remainder of the anniversary year in which it commences.

4. All part-time employees will receive a longevity salary increase as of his/her anniversary date of the completion of ten (10) years of continuous part-time service in the School District, as follows:

07/01/12-	\$151	07/01/14-	\$154	07/01/16	\$157
06/30/14		06/30/16			

A part-time employee eligible for the foregoing longevity increase will receive said payment in one installment not later than the second pay period immediately following the anniversary date on which the employee becomes eligible. Such longevity payment shall be prorated for the remainder of the anniversary year in which it commences.

5. All part-time employees will receive a longevity salary increase as of his/her anniversary date of the completion of fifteen (15) years of continuous part-time service in the School District, as follows:

07/01/12-	\$145	07/01/14-	\$148	07/01/16	\$151
06/30/14		06/30/16			

A part-time employee eligible for the foregoing longevity increase will receive said payment in one installment not later than the second pay period immediately following the anniversary date on which the employee becomes eligible. Such longevity payment shall be prorated for the remainder of the anniversary year in which it commences.

6. All part-time employees will receive a longevity salary increase as of his/her anniversary date of the completion of twenty (20) years of continuous part-time service in the School District, as follows:

07/01/12-	\$102	07/01/14-	\$104	07/01/16	\$106
06/30/14		06/30/16			

A part-time employee eligible for the foregoing longevity increase will receive said payment in one installment not later than the second pay period immediately following the anniversary date on which the employee becomes eligible. Such longevity payment shall be prorated for the remainder of the anniversary year in which it commences.

7. If a part-time employee has earned his/her longevity increase and subsequently is appointed to a full-time position, he/she will be entitled to retain this until such time as he/she is eligible for a longevity increase in his/her full-time position.

B. SHIFT ASSIGNMENTS-TRANSFERS

The District agrees to meet and confer with the Association before making shift assignments and involuntary transfers between buildings. Any employee whose shift assignment is to be changed shall be so notified in writing at least one (1) month in advance of the effective date absent an emergency situation.

C. PROMOTION AND VACANCIES

1. First preference for promotions and/or change of shift shall be given to qualified employees on the basis of seniority. Promotions, from within the staff are not to be considered automatic. However, the administration shall give first preference, on the basis of seniority, to an employee if in the District's opinion the employee is judged to be the best qualified applicant for the position.
2. Any employee moving to a higher position by means of competitive examination, or temporary provisional appointment, shall be placed on the salary schedule for the higher position, which will provide a minimum of \$200 increase in pay.

3. Effective upon ratification of this Agreement, an employee who is requested to serve in a higher classification for six (6) or more consecutive days will be compensated with a 7% bonus of the employee's own daily rate for the time such employee serves in the higher classification beyond the initial five (5) day qualifying period.
4. Notifications for vacant positions shall be posted five (5) working days in advance of filling such positions whenever there will be a job opening, either by upgrading or the creating of a new position, or vacated position except by lateral transfer. Seniority will be a factor in filling such open positions. The Association president will be provided with a copy of such posting within two (2) workdays of the postings.
5. Letters of interest – In June, employees may submit letters of interest for job vacancies that occur during the summer or for the next year. The letter shall include an address and/or phone number where the employee may be contacted during the summer.

D. WORKERS' COMPENSATION

When an employee becomes disabled by reason of injury arising out of and in the course of employment with the District and receives compensation under Workers' Compensation on account of such disability, such employee may elect in writing to use sick leave accruals, if any, for the period of such disability. In the event of such election, the employee shall for the period of such disability, not exceeding accumulated sick leave time, be paid the difference between the sums paid under Workers' Compensation Law and such employee's regular rate of pay.

The amount so paid by the District shall be deducted from such employee's accrued sick leave time on a proportional basis.

Any lump sum award made to such employee because of such injury shall be applied to the reimbursement of the District for all salary paid under this paragraph. Upon receiving such reimbursement, the District will re-credit the employee with the sick leave time represented by such reimbursement.

E. UNIFORMS

The District and the MSSA shall mutually select uniform apparel for the bargaining unit members specified below.

Campus monitors and cafeteria personnel will be provided uniforms by the District at the District's expense.

Custodial employees shall have the option of wearing uniform pants provided by the District at the District's expense, or may elect to wear other appropriate pants/jeans which shall be at the employee's expense. Different uniform shirts for the school year and the summer shall be mutually selected by the District and the MSSA.

Full-time transportation shall have the option of wearing uniforms provided by the District at the District's expense, or they may elect to wear other appropriate apparel at the employee's expense.

The District shall rent the uniforms which shall be cleaned by the uniform rental service, except for cafeteria personnel who shall be responsible for cleaning their uniforms.

An employee designated in this Section who fails to wear the proper uniform apparel shall be subject to the following for each instance of noncompliance in a given agreement year:

1st instance of noncompliance: verbal warning

2nd instance of noncompliance: written warning

3rd instance of noncompliance: directed to change into the proper uniform apparel and docked the time necessary to do so.

F. FOOD SERVICE CERTIFICATION

Cafeteria workers who maintain American Food Service Certification shall receive an additional \$200 per year payable in a lump sum in the last paycheck in June.

G. BUS DRIVER RECRUITMENT INCENTIVE

A recruitment incentive will be paid to any unit member who is instrumental in securing a new bus driver for employment with the District. The unit member referring the new bus driver employee will receive a recruitment incentive of \$75 at the time of employment of the new bus driver and an additional recruitment incentive of \$125 at the one year anniversary of employment of the new bus driver.

ARTICLE VIII

RECIPROCAL RIGHTS

The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer.

ARTICLE IX

NOTICE OF AGREEMENT

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.

ARTICLE X

RETROACTIVITY OF SALARY RATES

All terms, conditions and provisions set forth in this Agreement shall take effect on the date that both parties sign this Agreement, except that salary rates agreed upon herein shall be applied retroactively with the same effect as though such rates were in effect as of July 1, 2012 for current employees or those employees retiring after July 1, 2012. Retroactive payments to current employees will be made to the later of July 1, 2012, or the current employee's date of hire.

ARTICLE XI

COMPENSATION

- A. Members of the bargaining unit who were employed by the District on July 1, 2012, shall be compensated for the period July 1, 2012, through June 30, 2017, pursuant to the attachment cited in the parties August 21, 2012, Memorandum of Agreement, paragraph 4a (Compensation), which is incorporated herein by reference.
- B. Newly hired employees and current District employees moving to a new job title within the bargaining unit shall be hired or placed within the following compensation ranges:

Full-Time Position	2012-13 Starting Salary Range		2013-14 Starting Salary Range		2014-15 Starting Salary Range		2015-16 Starting Salary Range		2016-17 Starting Salary Range	
Cook	\$13,579	\$14,937	\$13,715	\$15,086	\$13,852	\$15,237	\$13,990	\$15,390	\$14,130	\$15,543
Teacher Aide	\$14,046	\$15,451	\$14,186	\$15,605	\$14,328	\$15,761	\$14,472	\$15,919	\$14,616	\$16,078
Att Clerk - 10 month	\$17,247	\$18,972	\$17,419	\$19,161	\$17,594	\$19,353	\$17,770	\$19,547	\$17,947	\$19,742
Typist 10 month	\$17,625	\$19,388	\$17,801	\$19,581	\$17,979	\$19,777	\$18,159	\$19,975	\$18,341	\$20,175
Monitor	\$21,483	\$23,202	\$21,698	\$23,434	\$21,915	\$23,668	\$22,134	\$23,905	\$22,355	\$24,14
Cleaner	\$22,173	\$23,947	\$22,395	\$24,186	\$22,619	\$24,428	\$22,845	\$24,672	\$23,073	\$24,919
Att Clerk - 12 month	\$22,328	\$24,114	\$22,551	\$24,355	\$22,777	\$24,599	\$23,005	\$24,845	\$23,235	\$25,093
Mail Clerk	\$22,878	\$24,708	\$23,107	\$24,955	\$23,338	\$25,205	\$23,571	\$25,457	\$23,807	\$25,711
Acct Clerk	\$25,818	\$27,883	\$26,076	\$28,162	\$26,337	\$28,444	\$26,600	\$28,728	\$26,866	\$29,016
Full-Time Driver	\$27,498	\$29,698	\$27,773	\$29,995	\$28,051	\$30,295	\$28,331	\$30,598	\$28,615	\$30,904
Dispatcher	\$29,470	\$31,828	\$29,765	\$32,146	\$30,062	\$32,467	\$30,363	\$32,792	\$30,667	\$33,120
Custodian	\$30,290	\$32,713	\$30,593	\$33,040	\$30,899	\$33,371	\$31,208	\$33,704	\$31,520	\$34,041
Groundsman	\$30,310	\$32,735	\$30,613	\$33,062	\$30,919	\$33,393	\$31,228	\$33,727	\$31,541	\$34,064
Head Cust/Auto Mech	\$33,060	\$35,705	\$33,391	\$36,062	\$33,725	\$36,422	\$34,062	\$36,787	\$34,402	\$37,155
Computer Tech	\$40,237	\$42,651	\$40,639	\$43,078	\$41,046	\$43,509	\$41,456	\$43,944	\$41,871	\$44,383
Software Specialist	\$41,443	\$43,930	\$41,857	\$44,369	\$42,276	\$44,813	\$42,699	\$45,261	\$43,126	\$45,713
Sr Comp Tech	\$42,487	\$45,036	\$42,912	\$45,487	\$43,341	\$45,941	\$43,774	\$46,401	\$44,212	\$46,865

Part-Time Position	2012-13 Starting Salary Range		2013-14 Starting Salary Range		2014-15 Starting Salary Range		2015-16 Starting Salary Range		2016-17 Starting Salary Range	
Motor Veh Operator	\$9.53	\$10.48	\$9.63	\$10.59	\$9.72	\$10.69	\$9.82	\$10.80	\$9.92	\$10.91
Food Service Helper	\$10.07	\$10.88	\$10.17	\$10.98	\$10.27	\$11.09	\$10.38	\$11.21	\$10.48	\$11.32
Teacher Aide/Bus Aide	\$10.62	\$11.47	\$10.73	\$11.58	\$10.83	\$11.70	\$10.94	\$11.82	\$11.05	\$11.94
Messenger	\$11.08	\$11.97	\$11.19	\$12.09	\$11.30	\$12.21	\$11.42	\$12.33	\$11.53	\$12.45
Monitor	\$13.84	\$14.95	\$13.98	\$15.10	\$14.12	\$15.25	\$14.26	\$15.40	\$14.40	\$15.55
Health Office Assistant	\$14.67	\$15.84	\$14.82	\$16.00	\$14.96	\$16.16	\$15.11	\$16.32	\$15.27	\$16.49
Bus Driver	\$15.84	\$16.79	\$16.00	\$16.96	\$16.16	\$17.13	\$16.32	\$17.30	\$16.48	\$17.47

C. Bargaining unit members hired during the term of this Agreement, shall receive 2% annual increases to their salary for the 2013-2014, 2014-2015, 2015-2016 and 2016-2017, as applicable to their start date. Thereafter, such employees shall be subject to "D" below.

D. Upon expiration of this Agreement, each member of the bargaining unit shall receive a 1% increase in base annual salary or hourly rate each July 1 until such time as a successor agreement is reached. To be eligible to receive any increase due each July 1 (or September 1 for part time employees), full time employees must be a paid employee for at least 6 months and part time employees must be a paid employee for at least five months.

SCHEDULE A
Titles (Non-Instructional Services Unit)

Full-Time Positions

- A. School Building Typist
- B. Typist
- C. Stenographer
- D. Transportation Assistant
- E. Computer Technician
- F. Computer Aide
- G. Senior Stenographer
- H. Account Clerk Typist
- I. Account Clerk
- J. Senior Account Clerk
- K. Principal Account Clerk
- L. Information Processing Specialist I
- M. Mail Clerk
- N. Monitor
- O. Cleaner
- P. Custodian
- Q. Head Custodian
- R. Warehouse Worker
- S. Auto Mechanic
- T. Full-Time Bus Driver
- U. Groundsman
- V. Teacher Aide
- W. Cook
- X. Senior Computer Technician
- Y. Systems Software Specialist
- Z. Dispatcher
- AA. Special Education Program Assistant

Part-Time Positions

1. Motor Vehicle Operator
2. Bus Driver
3. Bus Washer
4. Monitor
5. Bus Aide
6. Clerical Aide
7. Health Aide
8. Library Aide
9. Science Aide
10. Food Service Helper
11. Cleaner
12. Teacher Aide
13. Messenger
14. Typist
15. Seasonal Cleaner
16. Health Office Assistant

Excluded Positions


1. Secretary to the Superintendent
2. Stenographer to the Superintendent
3. Senior Stenographer to the Superintendent or designee
4. Senior Stenographer to the Assistant Superintendent for Curriculum
5. Senior Account Clerk for Personnel and Human Resources
6. Head Auto Mechanic
7. All non-teaching substitutes approved by the Board of Education
8. Supervisor of Financial Services
9. Supervisor of Transportation
10. Supervisor of Buildings and Grounds
11. Food Service Supervisor
12. All certified employees of the district

ARTICLE XII

TERMS OF AGREEMENT

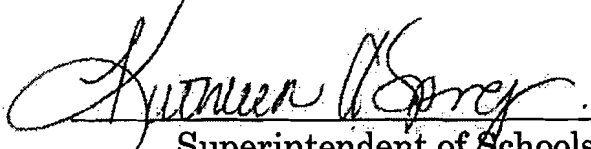
The term of this Agreement shall be from July 1, 2012 through June 30, 2017.

ASSOCIATION

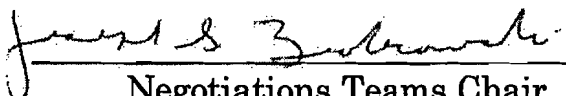


President

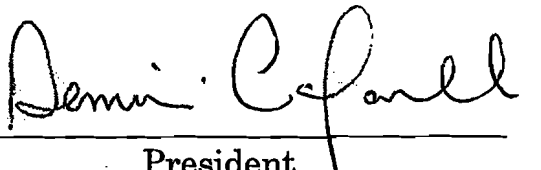
BOARD OF EDUCATION



Superintendent of Schools



Negotiations Teams Chair



President

Dated: 1/9, 2013

Stipends to be paid to the following employees for additional ½ hour added to the workday.

Beginning July 1, 2008

	2012-13	2013-14	2014-15	2015-16	2016-17
Gizelle Gallagher	\$2,554	\$2,645	\$2,716	\$2,857	\$3,079
Patty Hopkins	\$2,620	\$2,733	\$2,850	\$3,005	\$3,105
Madaline Hackett	\$3,138	\$3,200	\$3,264	\$3,330	\$3,396
Kris Malinowski	\$3,138	\$3,200	\$3,264	\$3,330	\$3,396

During the course of negotiations for the 2008-2012 MSSA collective bargaining agreement, the parties agreed to increase the workday for certain employees by an additional one-half hour. An annual stipend based on their respective hourly rate for the contractual year multiplied by 130 hours will be paid in recognition of their increased length of day.

Accordingly, the following specified employees shall be paid an annual stipend for the duration of the employee's employment with the district while working in said positions.

**Memorandum of Agreement
Pertaining To Full Time Bus Drivers**

Whereas, the Rotterdam-Mohonasen Central School District hereinafter "District" and the Mohonasen Support Staff Association, New York State United Teachers, hereinafter "MSSA" are parties to a collective bargaining agreement for the period of July 1, 2008 to June 30, 2012 hereinafter "Agreement", and

Whereas, the parties wish to modify their Agreement to provide for the following change, effective as of the date of this Agreement and beyond.

Now, Therefore it is Agreed as Follows:

1. Modify Article III, Section D – Workday-Workyear - Layoffs

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 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 Transportation Supervisor following school closing and prior to school opening. 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.~~

2. Modify Article XI – Salary Schedule to include the attached Full Time Bus Driver Schedule

Mohonasen Support Staff Association

Alma M. DeCocco

DATED: 2/26/09

Rotterdam-Mohonasen Central School District

Kathleen A. Spang

DATED: 2/26/09

