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Mohawk Central School District And  
Mohawk Employees Union

JUL 11 1996

OFFICE OF THE CLERK

# A G R E E M E N T

*between the*

**Superintendent of Schools  
Mohawk Central School District**

*and the*

**Mohawk Employees' Union**

**July 1, 1995 - June 30, 1998**

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## **ARTICLE 1**

### **RECOGNITION**

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

## **ARTICLE 2**

### **NEGOTIATION PROCEDURE**

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

## **ARTICLE 3**

### **MISCELLANEOUS PROVISIONS**

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

- E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- F. Except as expressly limited by other provisions of this Agreement or Article 14 of the Civil Service Law, all of the authority, rights and responsibilities possessed by the School District are retained by it with respect to, but not limited to, the right to determine the mission, purposes, objectives, hours, scheduling, days off, and policies of the School District to determine the facilities, methods, means, and number of personnel required for conduct of the school programs; to adhere to the New York State Civil Service Law, including the examination, selection, recruitment, hiring, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

#### ARTICLE 4

#### WORK YEAR

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

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

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

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

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

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

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

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

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

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

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

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

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

**Cafeteria employees:** the number of days cafeteria service is required.

**Aides:** 180 days

**School nurse:** same as teachers

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

**Guidance Secretary:** 190 days

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

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

**E. SNOW DAYS**

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

**ARTICLE 5**

**PAYROLL DEDUCTIONS**

A. The Board agrees to deduct from the salaries of its unit employees, dues for the Mohawk Employees Union based upon the current rate of its membership dues, subject, however, to thirty (30) days prior notice to the effective date of any change in the same.

B. Such deductions shall be made in equal installments as follows:

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

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

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

- C. The first and final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.
- D. The Union agrees to hold the District harmless from any and all suits, demands, claims or any legal proceeding arising out of the application of the provisions of this Article.
- E. The Union will supply a copy of its Agency Fee procedures to the District upon request, and assures the District that these procedures are in effect in the M.E.U. bargaining unit.

- F. The requirement for dues deduction authorization cards is suspended unless and until the legislation requiring Agency Fee deductions ceases.
- G. The District will honor requests for tax-sheltered annuities.
- H. Payroll deductions for the First Source Federal Credit Union will be provided for by the District for all members of the bargaining unit.
- I. The District will provide payroll deduction for unit members who participate in the NYSUT Benefit Trust.

## ARTICLE 6

### SICK LEAVE - SICK LEAVE BANK

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

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

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

Drawing will be made by the Superintendent's designee.

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

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

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

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

## ARTICLE 7

### ACCIDENT INDEMNITY

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

employee collecting compensation as indicated above shall be limited to one calendar year.

## **ARTICLE 8**

### **PERSONAL TIME**

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

Unused personal days will accumulate as sick leave.

## **ARTICLE 9**

### **ASSOCIATION TIME**

Two days per year without loss of leave time or pay for attendance at state or national union conventions or meetings, and/or for participation in lobbying. The Union will pay salary for a substitute if one is necessary.

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

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

## **ARTICLE 10**

### **BEREAVEMENT LEAVE**

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

- A. Up to five (5) days in each instance of death in the employee's immediate household.
- B. Up to five (5) days in each instance of the death of an employee's (step) mother, (step) father, spouse, child, father-in-law or mother-in-law.
- C. Up to three (3) days in each instance of death of a brother (in-law), sister (in-law), (step) grandparent or significant other.

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

## ARTICLE 11

### OTHER LEAVES

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

## ARTICLE 12

### EVALUATIONS

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

## ARTICLE 13

### PERSONNEL FILES

No observations or evaluative documents shall be placed in the personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof, and that such signature may not be withheld.

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

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

## ARTICLE 14

### VACANCIES AND TRANSFERS

The Union will be notified of any vacancies, including bus runs, in non-instructional positions or new non-instructional positions and such notice will also be prominently posted in the building offices, cafeteria kitchens and bus garage in the District. Unit employees interested in such positions must file written notice of their intent with the office of the Superintendent within seven (7) calendar days from the date of posting. Unit employees who request consideration for such positions and are determined to be qualified by the Superintendent or his/her designee shall be given preference over applicants from the outside. Judgments between internal applicants within the limits of Civil Service Law shall be based upon bonafide job experience and qualifications.

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

## ARTICLE 15

### EMPLOYMENT

- A. 1. Each unit employee will be notified no later than July 1st of his/her employment status for the coming year. The employee will also be notified of any change in work assignment at that time. If work assignment changes are necessary after that date or during the work year, the employee so affected will be given as much advance notice as possible.

2. Clerical employees will, except in valid emergencies, not be assigned to cafeteria, corridor or playground supervision.
3. Extra work, as opposed to normal overtime, such as opening building for games, meetings, etc. will be offered first to full time unit members in the affected building and rotated by seniority. Pay will be at straight time. If no full time unit member in the affected building accepts, it will be offered to unit members outside the building, again by seniority. If the District cannot find any full time person to cover, it may then offer the work to part-time personnel and only then may it hire from the outside.
4. Vacancies in regular bus runs occurring after the effective date of this contract will be posted and assigned in order of seniority to current drivers who request same.

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

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

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

## ARTICLE 16

### LAYOFF AND RECALL

- A. Layoff and recall for classified employees shall be in accord with Civil Service Law.
- B. If layoff should occur in non-classified unit job titles, given the similar qualifications for such titles, such layoffs shall be by reverse seniority unit-wide. Seniority shall be based upon total time employed by the District.

For seniority purposes, work in excess of twenty (20) hours per week shall count as full time. Part-time work shall accrue for seniority on the ratio of two for one.

- C. Laid off employees will be on a preferred eligible list for unit positions for three (3) years. Rehire shall be based upon seniority.

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

## ARTICLE 17

### INSURANCE

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

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

- A. All qualified active employees, continuing and new, shall have no co-payment on insurance premiums for themselves. Effective July 1, 1993, all new qualified active employees with family coverage shall pay 5% of the difference between the individual and family premiums. Said amount to be paid through payroll deduction.
- B. The District will pay the premium cost of health insurance for all retired employees and their dependents providing the qualified unit employee has completed twelve (12) years of employment in the District, and upon retirement qualified for benefits under the N.Y.S. Retirement System and to qualified unit employees who have worked thirty (30) or more hours per week during five (5) years of their last seven (7) years of employment.

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

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

- C. The health insurance plan provided will be Utica Blue Cross Ultra Blue with Major Medical wrap around provided by Connecticut General as is currently offered to the employees of Herkimer County BOCES. Effective July 1, 1993, for all active employees and retirees, the prescription drug card co-payments will be \$2 generic/\$5 brand name/\$0 mail order.
- D. Eligible retired unit employees will continue to receive Medicare reimbursements.

- E. Qualified bargaining unit active employees will continue, at no cost to them, to be covered by insurance providing ten thousand dollars (\$10,000.00) group term life with an additional ten thousand dollars (\$10,000.00) accidental death benefit except that said coverage will now be provided as part of the Connecticut General package.
- F. If a new plan can be found with benefits agreeable to the Board and the Union which may also improve coverage and/or save premium cost, it may be instituted at any time during the period of this Agreement.
- G. A unit employee whose hours of employment do not qualify him/her for fully paid benefits under this article may elect to join the health insurance plan at his/her own expense. This election may only be taken if the employee is not covered as a dependent on another group plan. The individual may purchase either individual or family coverage and will pay the premium in advance to the District business office according to a schedule of payments determined by the District. Failure to timely pay shall result in immediate loss of coverage.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

#### ***PURPOSE***

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

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

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

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the Board and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such events or conditions and a general statement of the grievance and redress sought by

the aggrieved party.

- C. A grievance shall be deemed waived unless it is submitted, in writing, within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D.
  - 1. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.
  - 2. The Mohawk Employees Union may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the immediate supervisor. Otherwise, it shall be submitted directly to the Superintendent of Schools.
  - 3. The Board shall present grievances to the President of the Union.

### ***GRIEVANCE PROCEDURE***

#### ***STEP 1***

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

#### ***STEP 2***

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

#### ***STEP 3***

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

## **ARBITRATION**

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

## **ARTICLE 19**

### **SALARY AND MISCELLANEOUS BENEFITS**

- A. Salaries for all unit employees for the terms of this Agreement are contained in Appendix A. In each fiscal year, there shall be twenty-seven (27) paydays. Twenty-five (25) checks will be in the full amount of two (2) weeks' salary. The first and last paychecks of each fiscal year shall each be one (1) week's salary.
- B. Pay for overtime shall be at the rate of time and a half.
- C. Changes in pay as applied to an established bus run may only be made if the run is altered and after consultation with the Union.
- D. There will be a ten percent (10%) differential applied to the pay of those working the 3:00 p.m. to 11:00 p.m. or night shift. Employees will be paid their shift differential only when they actually work nights. Night shift employees will work days during any combination of holidays and student vacations of a week or longer, but will not normally be changed to the day shift for single days (one-day holidays; snow days). Exception: When a night employee substitutes for a day employee, the substitution may be for a single day.  
If a full time maintenance employee on day shift is sick or on vacation beyond a single day, and the District has advance notice, the District will offer a night person in the same building the opportunity to replace the day shift employee.
- E. Retirement plan offered to unit members is option 75 c of the New York State Retirement System.
- F. The District will pay for any and all required physicals.
- G. Provisions will be made for school nurses to attend appropriate inservice or conference programs as approved by the Superintendent.

- H. Coveralls will be available in the bus garage for the use of bus drivers who must install chains in the winter. Cafeteria workers will be provided with an annual allowance of fifty dollars (\$50) for the purchase of work clothing/shoes determined suitable by the Cafeteria Supervisor. Nurses will be furnished lab coats and maintenance employees will be furnished and will wear work clothes as determined by the District. The District will provide an allowance of \$100.00 per employee for one (1) pair of safety shoes for each full-time maintenance, custodial, and transportation employee every year.
- I. The District will provide appropriate safety equipment such as masks for the District's licensed exterminator, protective gear for welding and the like.
- J. Employees asked to assume temporary supervisory duties for one day or more in the absence of a regular supervisor who is in charge of temporary personnel, shall be paid a differential of ten percent (10%) for the period of time they perform such duties. All such temporary assignments will be made in writing and made part of the employee's personnel file.

**ARTICLE 20**

**DURATION**

This contract shall be effective July 1, 1995, and shall continue in effect through June 30, 1998.

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

**FOR THE DISTRICT:**

Robert J. Sumie

Date: 6/17/96

**FOR THE UNION:**

Charles J. Strippel

Date: 6/17/96

## APPENDIX A

1. During the 1995-96 employment year all unit members who are on the payroll as of the date of the signing of this Memorandum of Agreement will receive an increase of thirty-five cents (.35¢) per hour exclusive of longevity, retroactive to July 1, 1995.
2. During the 1996-97 employment year all returning unit members will receive an increase of thirty-five cents (.35¢) per hour exclusive of longevity.
3. During the 1997-98 employment year all returning unit members will receive an increase of thirty-seven cents (.37¢) per hour exclusive of longevity.
4. Effective for the 1995-96 employment year, the position of "Clerk-Business Office" will be upgraded in pay to the same rate as "Clerk Typist". This will result in a pay increase of thirty-two cents (.32¢) per hour beyond the general unit raise and will be retroactive to July 1, 1995.
5. Effective with the first year of this Agreement, no incoming unit employee will be hired at less than the Minimum Start rates for the titles.
6. Movement from one title to another will be accompanied by a change in pay equal to the difference between the minimum rates for the titles.
7. Effective July 1, 1995, a longevity bonus of twenty-five cents (.25¢) per hour will be paid to each unit employee after thirteen (13) years of employment in Mohawk.

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

**APPENDIX B**

**1995-1996 BEGINNING SALARIES**

Unit Position	Minimum Start Rate Per Hour
Aides - Monitors	5.51
Assistant Cook	6.14
Auto Mechanic	8.57
Bus Driver/Driver Cleaner	7.92
Cafeteria	5.58
Cleaner/Watchman	5.81
Clerk-Attendance	7.02
Clerk-Business Office	6.57
Clerk Typist	6.57
Custodian	8.20
Group Leader/Maintenance	9.86
Maintenance Mechanic	9.44
Receptionist	6.59
School Nurse	8.81

**1996-1997 BEGINNING SALARIES**

Unit Position	Minimum Start Rate Per Hour
Aides - Monitors	5.86
Assistant Cook	6.49
Auto Mechanic	8.92
Bus Driver/Driver Cleaner	8.27
Cafeteria	5.93
Cleaner/Watchman	6.16
Clerk-Attendance	7.37
Clerk-Business Office	6.92
Clerk Typist	6.92
Custodian	8.55
Group Leader/Maintenance	10.21
Maintenance Mechanic	9.79
Receptionist	6.94
School Nurse	9.16

**1996-1997 BEGINNING SALARIES**

Unit Position	Minimum Start Rate Per Hour
Aides - Monitors	6.23
Assistant Cook	6.86
Auto Mechanic	9.29
Bus Driver/Driver Cleaner	8.64
Cafeteria	6.30
Cleaner/Watchman	6.53
Clerk-Attendance	7.74
Clerk-Business Office	7.29
Clerk Typist	7.29
Custodian	8.92
Group Leader/Maintenance	10.58
Maintenance Mechanic	10.16
Receptionist	7.29
School Nurse	9.51