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SD / GEN

Mayfield Central School District And
Mayfield Professional Staff Assn

A G R E E M E N T

between

MAYFIELD CENTRAL SCHOOL
DISTRICT

and

MAYFIELD PROFESSIONAL
STAFF ASSOCIATION

July 1, 1998 – June 30, 2004

RECEIVED

DEC 01 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

60

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ARTICLE I

Recognition

- 1.1 The Mayfield Central School District recognizes the Mayfield Professional Staff Association as the exclusive bargaining agent for all of the noninstructional employees of the District except the Superintendent of Buildings, Grounds and Transportation, Secretary to the Superintendent, Secretary to the Business Manager, the Food Service Manager, and part-time employees not covered by Article 15.5 of the agreement. It is understood that the position held by Marilyn Johnson is central office (i.e., "account clerk") shall remain in the unit for so long as Ms. Johnson holds such position. Upon her vacating the position, it shall thereafter be excluded from the unit.

ARTICLE 2

Definitions

- 2.1 District means the Mayfield Central School District.
- 2.2 Board of Education and Board mean the Board of Education of the Mayfield Central School District.
- 2.3 Association and the initials MPSA refer to the Mayfield Professional Staff Association.
- 2.4 School Year means that period of time commencing on the first day of July in each year and ending on the thirtieth day of June next.

ARTICLE 3

Negotiation Procedures

- 3.1 Upon request of either party for a meeting to open contract negotiations, a mutually acceptable meeting day shall be set not more than 15 school days following such request. In any given school year such request shall be made on or before the third Tuesday of each January.
- 3.2 The first meeting between the parties shall be for the sole purpose of setting ground rules for the forthcoming negotiations.
- 3.3 Each of the parties shall make available to the other such information as may be pertinent and necessary to the topic under consideration.
- 3.4 The parties agree that their representatives will be clothed with authority to receive proposals, make proposals and counterproposals and to enter into tentative agreement on all matters brought to the bargaining table.
- 3.5 Negotiation meetings will be held after the normal workday except when mutually agreed upon by both parties. Negotiating Committee members shall be released from duties without loss of salary in the event such a mutually agreed upon meeting is called.

ARTICLE 4

Deductions

- 4.1. The District agrees to deduct from the salaries of members of the bargaining unit the amount of membership dues as set by the Association when such deduction is authorized in writing by individuals eligible for such membership. The Association shall notify the Clerk of the Board of the current rate of its service unit dues by September 15 or within 15 school days of the execution of this contract, whichever occurs later.
- 4.2 Dues deduction shall be made in ten (10) equal installments beginning with the second payroll in September.

4.3. The District agrees to mail to the Association by check the total sum deducted within five (5) working days following each payroll date. 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.

4.4. Payroll Deduction Authorization

Social Security No. _____
Last Name _____ First _____ M _____
District Name _____
Organization _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon 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 therefor. 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 1 and September 15 of any given year.

Member Signature _____ Date _____

4.5 Employees may authorize the District in writing to deduct specified sums of money from their salaries for deposit in their account with the employee's designated credit union. This written authorization shall remain in effect until such time as the employee rescinds the authorization in writing. The District's responsibility shall be confined solely to the collection and transfer to the designated payment recipient. Said transmittals, however, shall be promptly made to said credit union(s) the same time each employee is paid. Employees shall have the right to have the amount deducted changed two (2) times during each school year.

4.6 All members of the bargaining unit will be entitled to payroll deduction for the purpose of NYSUT's Benefit Trust Fund.

- 4.7 The District shall deduct from the salaries of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association in accordance with Section 208(3)(b) of the New York State Civil Service Law as it now exists and subject to any amendments thereto. The Association affirms that it has adopted a procedure for refund of agency shop fee deduction as required in Section 208(3)(b) of the Civil Service Law. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure. (The agency shop fee deduction shall be made following the same procedures as applicable for dues checkoff, except as other mandated by law or this Article of the Agreement).

ARTICLE 5

Association Rights

- 5.1 The Association shall have access rights to the following equipment and services at no additional cost to the District.
- 5.1.1 Copier
The Association shall reimburse the District at the rate of five cents per page.
- 5.1.2 Typing Equipment
The Association shall have the use of typewriters when they are not in use by the District.
- 5.1.2 Other Equipment
The Association shall request permission of the Building Principal before such use.
- 5.1.4 Food Service Area
The Association shall request permission of the Building Principal before using facilities of the cafeteria, library, classroom, or any other such space for Association purpose.

5.1.5 Mailboxes and Interschool Library System

Members of the Association will have the right to use school mailboxes to conduct their business.

- 5.2 Association representatives will be allowed in the building as long as they do not interfere with the normal school operation. The Association representative will report to the main office upon entering the building.
- 5.3 The Association will provide the District with twenty-five (25) copies of the contract.
- 5.4 The District provides bulletin board space as a courtesy to the MPSA. The MPSA is to use the bulletin board space for postings of an informational nature only. Material of a derogatory or obscene nature is expressly prohibited.

ARTICLE 6

Grievance Procedure

6.1 Declaration of Purpose

- 6.1.1 Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or the courts.

6.2 Definitions

- 6.2.1 **Employee** shall mean the Association or any person in the negotiating unit filing a grievance.

6.2.2 Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or existing laws or policies of the Board which affect the terms and conditions of employment of the bargaining unit members.

6.2.3 Immediate Supervisor shall mean the employee on the next higher level of authority above the employee and who normally assigns and supervises the employee's work and approves his/her time record or evaluate his/her work performance.

6.2.4 Days shall mean workdays. Saturdays, Sundays, holidays and other non-working days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

6.3 Time Limits

6.3.1 In the event the employee does not represent the grievance within the applicable time limit after the employee knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered to be waived.

6.3.2 If the time limits included in any stage of the procedure are not adhered to by the employer, then that stage of the procedure shall be considered waived and shall move to the next stage of the procedure.

6.4 First Stage

6.4.1 An employee who claims to have a grievance shall present this grievance to his/her immediate supervisor, orally, within ten (10) days after the grievance occurs.

6.4.2 The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as deemed appropriate and shall consult with his/her superiors to the extent deemed appropriate on an informal basis.

6.4.3 If the grievance is satisfactorily resolved at the oral informal level, it will be reduced to writing within three (3) days of such resolution by the immediate supervisor and signed by both the employee and immediate supervisor. This agreement shall include the nature of the grievance, the date(s) on which the grievance occurred, the violation claimed and the remedy obtained.

6.4.4 Within ten (10) days after receipt of the grievance, the immediate supervisor shall make his/her decision, in writing, to the employee and Association.

6.5 Second Stage

6.5.1 If an employee presenting a grievance is not satisfied with the decision made by his/her immediate supervisor, he/she may, within five (5) days thereafter, request a hearing and determination of the grievance by the Chief School Officer.

6.5.2 The Chief School Officer, within five (5) days after receiving such request, shall hold a hearing for the purpose of obtaining all the facts and relevant materials involved in the case.

6.5.3 The Chief School Officer shall render a decision in writing to the employee and Association within ten (10) days after the conclusion of the hearing.

6.6 Third Stage

6.6.1 If an employee or the Association is not satisfied with the decision made by the Chief School Officer, he/she may, within five (5) days thereafter, request a hearing in closed session and determination of his/her grievance by the Board of Education meeting.

6.6.2 Within ten (10) days after the close of the hearing, the Board of Education shall make its decision, in writing, and communicate same to the employee presenting the grievance and to the employee's representative, if any.

6.7 Arbitration

- 6.7.1 After such hearing, if the aggrieved party is not satisfied with the decision at Stage 3 and determines the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to the American Arbitration Association for arbitration proceedings and by written notice to the Board of Education within fifteen (5) school days of the decision at Stage 3.
- 6.7.2 The parties will select an arbitrator in accordance with the rules of the American Arbitration Association.
- 6.7.3 The selected arbitrator will hear the matter promptly and will issue his decision as soon as possible from the date of the close of the hearing, or from the submission of post-hearing briefs to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
- 6.7.4 The arbitrator shall have no 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.
- 6.7.5 The decision of the arbitrator shall be final and binding upon all parties.
- 6.7.6 The costs for the services of the arbitrator, including expenses if any, will be borne 60 percent by the grieving party and 40 percent by the responding party.
- 6.7.7 The arbitrator shall render his/her decision within thirty (30) days subsequent to the close of the proceedings.

ARTICLE 7

Conferences

- 7.1 Officers or designated representatives of the Association shall be granted the cumulative equivalent not to exceed five (5) days off with pay for the purpose of attending Association and related conferences.

- 7.2 The Association shall assume the cost of the substitute on these five (5) days and will transmit payment upon receipt of billing by the District.

ARTICLE 8

Miscellaneous Provisions

- 8.1 Bus drivers' normal schedule shall be as follows:
- 8.1.1 7-9 a.m. 2-4 p.m.
- 8.1.2 Any extra runs between the hours of 9 a.m.-2 p.m. and after 4 p.m. will be paid at the regular rate, except regular runs which are at a different time (e.g., parochial runs, BOCES runs, etc.). All regular bus runs are based on 4 hours.
- 8.2 The District will make every reasonable effort to notify the bus drivers of an emergency closing by 6:45 a.m.
- 8.3 Custodians and mechanics will be compensated at the rate of time and one-half after forty (40) hours work in a given week.
- 8.4 All extra bus trips will be offered to regular full-time bus drivers under the following conditions:
- 8.4.1 These runs do not interfere with regular school days runs. In cases where an extra bus trip conflicts with a driver's regular run, the driver may choose to drive either the extra bus trip or their regular school day run.
- 8.4.2 These runs will be offered on a seniority basis. The first extra trip shall be offered to the most senior driver, the second extra trip to the second most senior driver, etc., according to a seniority list drawn up by the Association and with the approval of the Chief School Officer.
- 8.4.3 The driver list shall be established in a ladder sequence, most senior at the top; accepting or rejecting a trip places the driver last on the ladder. There shall be no trade offs.

- 8.4.4 The bus drivers shall be assigned extra runs according to seniority by the supervisor of building, grounds and transportation. Only under extenuating circumstances shall a bus driver give up a run to another driver. The supervisor of buildings, grounds and transportation must be notified, and the schedule will be adjusted accordingly.
- 8.4.5 Extra bus trips will not be offered to other full-time employees (custodians, mechanics) except in an emergency. Full-time employees driving on an emergency basis shall be paid at the rate of time and one-half based on their bus driver salary and computed on the actual hours worked that week on the same step as the employee is then placed.
- 8.4.6 Full-time employees driving after 40 hours shall be paid at the rate of time and one-half based on bus driver salaries.
- 8.4.7 For each extra bus trip, all drivers will be paid at their regular rate for actual driving time for a minimum of one hour. Effective January 1, 2001, payment for the non-driving part of any such trip (down time) will be at the rate of \$8 per hour.
- 8.4.8 Down time as used in this section shall mean the non-driving time during which the bus driver is required to wait for students attending the activity for which the extra trip was scheduled. This time shall include only the time spent waiting for the activity to end.
- 8.4.9 Down time shall not include the non-driving part of any extra bus trip which occurs before leaving for the scheduled activity or after the activity has ended, including, but not limited to, the time the bus driver spends in hotels on an overnight trip.
- 8.4.10 Should a regular driver accumulate more than 20 hours of trip time, i.e., actual driving time and down time combined in a one-week period, that driver will be paid at the rate of time and one-half his/her actual driving time first, then time and one-half of the down time.
- 8.4.11 The District agrees to comply with the laws of the State of New York regarding the operation of school buses.

- 8.4.12 Bus drivers who are required to take the state bus drivers two-hour safety course shall be compensated at the rate of \$9.00 per hour for each hour for each session. This rate shall apply for the duration of the agreement. This provision shall apply to all drivers.
- 8.4.13 The District agrees to reimburse any employee who is required by the District to obtain a license to drive a school bus for the District all fees paid by the employee in securing and maintaining such a license. The District's reimbursement is limited to \$100 per employee per year and will be provided only after valid receipts of such expenses have been provided to the District. Any employee receiving such reimbursement agrees to work a minimum of one year for the District. If an employee fails to work for one year, the amount of reimbursement provided that employee under this provision will be deducted from the employee's final paycheck.
- 8.4.14 Effective July 1, 2001, the District will pay an employee one hour of regular pay if (s)he is required by the District to obtain a physical other than during work hours.

ARTICLE 9

Sick Bank

9.1 Eligibility

- 9.1.1 Each member on the non-teaching staff who accumulates sick leave may join the Sick Bank at his/her option, provided, however, that the member has been employed for at least two (2) years and has accumulated no less than eight (8) days.
- 9.1.2 No member will be required to participate.
- 9.1.3 A member may withdraw from the Bank at any time; however, he/she forfeits the days already deposited in the Sick Bank.

9.2. Sources of Sick Bank Deposits

- 9.2.1 Initially each member desiring to join the Sick Bank may contribute either one (1) or two (2) days from his/her regular sick leave. Since a maximum of 100 days can be placed in the Sick Bank, should more than twenty-five (25) members wish to participate in the Bank, the original days deposited will be adjusted accordingly.
- 9.2.2 After the Sick Bank is placed in operation, members will be admitted only once during the school year in the month of September. Each new member joining after the initial year will be required to match the number of days deposited by the charter members' initial deposit.
- 9.2.3 The number of days remaining on deposit in the Sick Bank shall be carried from one school year to the next. In the event the total number of days on deposit drops to a number below twenty-five, members will be required to contribute the number of days necessary to maintain a maximum of 100 days in the Sick Bank.

9.3 Administration of the Bank

- 9.3.1 Determination of eligibility shall be determined by a Sick Bank Board, which shall consist of three (3) members elected from the Association who are participants in the Bank and one (1) member of the Board of Education. This Board for good cause shown and without discrimination may accept or reject any member's application for use of Sick Bank days. The decision of the Board is final.

9.4 Use of Days from the Sick Bank

- 9.4.1 Deposited Sick Bank days may be used only after the member has exhausted all his/her days of regular accumulated sick leave.
- 9.4.2 Applications for the use of the Sick Bank should be submitted to a member of the Sick Bank Board as soon as the need is apparent.

- 9.4.3 Members may draw up to twenty days from the Bank in one year. If after the 20 days are used, the member is in need of more days, he/she may reapply to the Sick Bank Board, which shall decide whether to extend more days and the amount of days in the extension.
- 9.4.4 The combined Sick Bank membership may use a maximum of 100 days in one school year.

ARTICLE 10

Transfers and Vacancies

10.1 Voluntary

- 10.1.1 All non-teaching vacancies in the District shall be posted in every school building for a period of five (5) working days from the date of occurrence of such vacancy, and the District shall notify the president of the Association in writing of such vacancy at the time that such vacancy occurs. The Association president shall be notified of any openings that occur during the months of July and August by the District.
- 10.1.2 The District shall have the right to assign all bus drivers to regular daily runs based upon the operational needs of the District.
- 10.1.3 Employees who apply for such vacancies shall submit their applications in writing to the Chief School Officer within the time limit specified in the notice.
- 10.1.4 The notice shall clearly set forth a description of the qualifications for the position, including job requirements, salary, nature of the interview and method of assessing the merits of the applicant.

- 10.1.5 Competence and training will be given due consideration in filling vacancies. Association applicant(s) with the greatest length of service will be given serious consideration, but the ultimate decision as to filling the vacancy shall be the qualifications of the applicant, as determined solely by the Board of Education.
- 10.1.6 An employee applying for a posted vacancy is not thereby precluded from making application or inquiry with respect to other positions in the District.
- 10.1.7 In the event that more than one employee of the unit applies, the Board is entitled to consider the qualifications of each applicant; in the event the Board finds that the qualifications of each applicant are in all respects equal, the person with the greatest seniority will be given first refusal by the Board.
- 10.1.8 The president of the Association shall be notified in writing of the Board's decision within 30 days of the Board's final determination.
- 10.1.9 In the event that a unit member accepts a new position within the District, he/she shall have the right to their previously held position with no loss of seniority and step in accordance with §63 of the Civil Service Law.

10.2 Involuntary

- 10.2.1 The parties agree that involuntary transfers or reassignments will be made only when absolutely necessary and because of a reduction in personnel or an emergency.
- 10.2.2 Notice of an involuntary transfer or reassignment shall be given to the employee at least 30 days before the transfer or reassignment will become effective, except in extreme emergencies to be determined by the Chief School Officer.
- 10.2.3 An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Chief School Officer. Written notification to the employee shall be made thereafter.

10.2.4 All involuntary transfer shall be within job title. When an involuntary transfer is absolutely necessary, the employee within the job title with the least seniority shall be transferred or reassigned.

10.2.5 Personnel Files

Employees, upon reasonable request may review the contents of their personnel files. An employee will be entitled to have a representative of the Association accompany him/her during such review.

No complaints or material derogatory to an employee's work performance will be placed in the personnel file unless the employee has first had an opportunity to review and initial the material. Such initialing does not indicate agreement with the material, but only indicates awareness of the existence of such material. The employee will have the right to submit written response to such material within ten (10) working days of being presented with the material. The response shall be submitted to the Superintendent and attached to the file copy.

ARTICLE 11

Layoff and Recall Procedure

- 11.1 In the event of a reduction in the work force, the Board shall reduce staff by seniority from the date of original appointment for members within the five work areas; Maintenance, Transportation, Nurses, Clerical and Teaching Aides. For the purpose of this section, seniority shall be construed to mean the length of continuous service unless such absence exceeds one (1) year.
- 11.2 If positions are abolished, the employee(s) with the least seniority within the work area in which the position was abolished will be laid off.

11.3 For employees who are veterans as defined by New York State law, the following additional credit shall be applied to their date of original employment for layoff purposes:

Disabled veterans:	(197) 60 months
Non-disabled veterans:	(197) 30 months

11.4 Nothing in this article shall be interpreted to apply to any salary, fringe or other benefit provided by the District to employees under this contract.

11.5 Notwithstanding the provisions of this section, however, upon the abolition or reduction of permanent positions, incumbents holding the same titles who have not completed their probationary service or are on a provisional basis, shall be terminated before any permanent employee.

11.6 A separate recall roster for each work area shall be maintained. All displaced employees shall be placed on the recall roster for the work area in which he/she was working at the time the layoff occurred. Each displaced employee shall remain on such recall roster for four (4) years, after which time the employee will be removed from the recall roster.

11.7 Should a position become vacant or a new position be created, the Board shall notify the most senior employee on the recall list for that work area by certified mail, return receipt requested, sent to the address last given to the Board by the employee. Failure to respond within ten (10) calendar days from when the notice is sent shall result in the removal of the employee from the recall list. It shall be the employee's responsibility to insure that the District has his/her current address to which recall notices should be sent.

ARTICLE 12

Successor Clause

12.1 The provisions of this contract, unless otherwise provided, shall remain in full force and effect until a successor contract is signed by the parties.

ARTICLE 13

Extended Leaves of Absence

13.1 Unpaid Leave

13.1.1 A leave of absence without pay for up to one year may be granted for personal reasons upon approval of the Board of Education. Additional leaves may be granted at the discretion of the Board.

13.2 Pregnancy Related Disability Leave

13.2.1 An employee may use her accumulated sick leave during the period of pregnancy-related disability as certified by her physician so long as the employee provides the Superintendent with a statement from her physician indicating the employee's inability to continue performing the full duties and responsibilities of the employee's position.

13.2.2 If an employee has no accumulated sick leave, has exhausted her accumulated sick leave during the period of pregnancy-related disability or chooses not to use her accumulated sick leave, she may request unpaid disability leave until she is no longer disabled and is able to return to work as certified by her physician.

13.3 Child Care Leave

13.3.1 An employee may request a child-care leave of absence without pay for a period of not more than two years for the purpose of caring for a newborn child or, in the cast of adoption, a newly adopted child. Such request shall be granted by the Board. Such leave may be extended by the Board at its discretion. An employee may not return to work prior to the approved termination of such leave without the Superintendent's approval.

- 13.3.2 An employee who desires child care leave shall make a written request for such leave to the Superintendent at least sixty days prior to the requested commencement of such leave and must specify the expected commencement and termination dates. In the event that an employee adopts a child, the sixty-day notification requirement for requesting child-care leave shall be waived, and the employee shall make a written request for such leave within thirty days of such adoption.
- 13.3.3 Employees on child-care leave shall be privileged to continue to participate in the District insurance plan(s) for the period of childcare leave. The employee shall pay 100 percent of the cost of any insurance premiums due as a result of such participation. No other supplements to salary or benefits of any kind other than those contained in the subsections above shall accrued or be paid during the period of child-care leave.
- 13.3.4 Upon the employee's return to work, all benefits to which (s)he was entitled at the commencement of such leave shall be restored.
- 13.3.5 For probationary employees, child-care leave shall be an interruption of the probationary period and shall not be counted toward the completion of his/her probationary period.

ARTICLE 14

Personal Injury Benefit

- 14.1 Whenever an employee is absent from employment because of personal injury resulting from the appropriate performance of his/her assigned duties, the employee will be entitled to Workers Compensation as provided under state law. No part of such absence will be charged to annual or accumulated sick leave.

ARTICLE 15

Health Insurance

- 15.1 The District will have the right to select the health insurance carrier and health insurance plan. The plan so selected shall provide benefits at least equal to the Empire Blue Cross/Blue Shield Plan on effect on December 1, 1985.
- 15.2 Effective July 1, 2001, or as soon thereafter as the District an implement, all bargaining unit members shall pay a major medical deductible of \$100 for an individual plan, \$200 for a two-person plan, and \$300 for family plan.”
- 15.3 For bargaining unit members appointed prior to July 1, 1989, the District shall pay 100 percent of the cost of individual, two-person or family health insurance coverage, as is appropriate to the member’s family situation.
- 15.4 For bargaining unit members appointed on or after July 1, 1989, the District shall pay 100 percent of the cost of individual health insurance premiums and 85 percent of the cost of premiums for a two-person or family health insurance plan, as is appropriate to the member’s family situation. Bargaining unit members who choose the two-person or family health insurance plan shall contribute the remaining 15 percent of the cost of the premium.

15.5 Retiree Health Insurance

The District shall continue to pay one-hundred (100%) percent of a retired employee’s health insurance benefits and fifty (50%) percent of said employee’s dependents’ health insurance benefits. It is the intent of the parties to maintain and continue the payments set forth above for all persons who have retired and who retire in the future from the District. To be eligible for retirement benefits provided in this Article, the retired person must have been an employee of the District for at least ten (10) years immediately prior to retirement.

15.6 Part-time Employees

Effective December 6, 1995, part-time employees, except bus drivers, who work three and four hours per day, may elect to receive family health insurance benefits for which the District shall pay 50 percent of the

premium; such unit members who work five hours per day may elect such benefit for which the District shall pay 75 percent of the premium.

Part-time employees hired prior to December 6, 1995, shall be grandfathered at their present health insurance premium assistance level.

Bus drivers who work two hours per day may elect family health insurance benefits for which the District shall pay 50 percent of the health insurance premium. Part-time employees working less than the above may elect to receive family health insurance for which the District shall provide no premium assistance.

15.7 Health Insurance Buy-Out

15.7.1 Any eligible member of the bargaining unit may elect to receive a cash benefit instead of the health insurance coverage provided for in this Article. The member must elect the cash benefit in writing, which writing must be submitted to the Superintendent on or before May 15 of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than September 1. No election of the cash benefit will be valid unless accompanied by proof that the member is covered by non-District health insurance coverage. Payment to members who elect to participate in the insurance buy-out will be made with the last check of the school year.

15.7.2 The district will offer an insurance buy-out as follows:

15.7.2.1 Employee will provide the district with proof of insurance elsewhere.

15.7.2.2 Monetary amounts will be:

\$ 800.00	Single plan
\$1,600.00	Two-person plan
\$2,000.00	Family plan

Should any ruling by the IRS or a court impact those individuals who do not choose a buy-out, this provision will not longer be in force.

- 15.7.3 Member of the bargaining unit who are married and whose spouse also works for the District shall be eligible for only one two-person plan, two individuals plans, or family health insurance plan as appropriate to their family situation. Employees who are married to other employees shall be ineligible for this cash benefit option.
- 15.7.4 Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which he/she has elected the cash benefit provided that he/she makes a written request for coverage under the district health insurance plan to the Superintendent. The approval of request for coverage shall be governed by the rules, regulations and procedures of the insurance carrier.

ARTICLE 16

Paid Leave

16.1. Personal Leave Days

16.1.1 All employees shall be entitled to three (3) personal leave days per year. Requests must be filed with the Superintendent of Schools in writing at least two (2) business days prior to the date the personal days are to be used, except in an emergency. Personal leave days shall not be granted for any day immediately before or after a holiday or vacation period for the purpose of extending such holiday or vacation. An employee shall designate the category for the requested leave by checking on the personal leave request form one of the categories in Articles 16.1.1.1 through 16.1.1.6. Other than Article 16.1.1.6, the reason need not be further specified if the reason for the personal leave request falls within one of the following.

16.1.1.1 Legal matters: House closing, income tax hearing, adoption proceedings, court appearances for traffic violations, probating wills, divorce proceedings, counseling on family matters, etc.

- 16.1.1.2 Funerals for persons other than immediate family as defined in this Article.
- 16.1.1.3 Ceremonies: Graduation of spouse or child; wedding; participation in religious ceremonies such as baptism, confirmation, circumcision of child, honors and awards involving immediate family, etc.
- 16.1.1.4 Transportation of child to or from college; required parental visit by parent to college.
- 16.1.1.5 Religious observation—when religious holiday observance is not covered in regular school calendar.
- 16.1.1.6 All other requests require full explanation in writing to the Chief School Officer; authority to approve or reject such a request shall reside in the Chief School Officer.

16.2. Sick Leave Days

- 16.2.1 Each employee shall be granted fifteen (15) leave days per year for personal or family illness.
 - 16.2.2 All unused sick leave days shall accumulate to a maximum of 200 days.
 - 16.2.3 The Superintendent may require a physician's certification verifying an employee's illness after five (5) consecutive days of absence.
- 16.3 Unused personal leave days shall be added to accumulated sick leave at the end of each year until 200 day maximum is reached.
- 16.4 Each bargaining unit member shall be entitled to three (3) bereavement days per year to use in the event of a death in the employee's 'immediate family'. For the purpose of this Article, 'immediate family' shall mean husband, wife, child, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law or brother-in-law. Unused bereavement days shall not be added to accumulated sick leave.

- 16.5 Blue cards for all absences must be turned in to the employee's immediate supervisor within two (2) working days following the absence.

ARTICLE 17

Time Sheets/Payroll Periods

- 17.1 Time sheets may be required by the District from some or all employees.
- 17.2 Members of this bargaining unit shall be paid every two (2) weeks for twenty-six (26) pay periods. During odd years where a payroll skip cannot be avoided, each unit member shall receive no less than thirty (30) days notification regarding said skip.

ARTICLE 18

Vacation Leave

- 18.1 All twelve- month employees shall be entitled to the following paid vacation leave:
- 18.1.1 Two (2) weeks after one (1) year of continuous employment with the District, which must be taken between July 1 and August 31 of each school year. Effective July 1, 2001, during his/her fifth, sixth and seventh years of continuous employment, an employee may take one (1) of his/her two (2) weeks vacation leave outside of the period between July 1 and August 31 with the prior written approval of the Superintendent. Approval of any such request is within the discretion of the Superintendent.

- 18.1.2 Effective July 1, 2001, three (3) weeks after seven (7) years of continuous employment with the District, two of which must be taken between July 1 and August 31 of each school year and one of which must be taken during the school calendar year. An employee may take one of the two weeks of vacation required to be taken during the summer outside of the period July and August 31 with the prior written approval of the Superintendent. Approval of any such request is within the discretion of the Superintendent.
- 18.1.3 Four (4) weeks after fifteen (15) years of continuous employment with the District, two (2) of which must be taken between July 1 and August 31 of each school year and two (2) of which must be taken during the school calendar year.
- 18.1.4 Unused vacation leave shall not accumulate from year to year. It is the bargaining unit member's responsibility to request and use all of his/her vacation leave during the school year. However, if through no fault of his/her own, a bargaining unit member cannot use vacation leave due to the needs of the District, the District will compensate the bargaining unit member for such unused days at his/her per diem rate for that year. If a bargaining unit member believes this will be the case, (s)he shall notify the Superintendent in writing of the possibility as soon as possible. The Superintendent shall then determine if the needs of the District preclude the employee's use of vacation leave and shall so notify the employee in writing.
- 18.1.5 If an employee moves from a less twelve month employee to a twelve month employee, his/her eligibility for and amount of paid vacation leave shall be determined from the effective date he/she becomes a twelve month employee. Prior employment as less than a twelve month employee shall not count towards the determination of amount of leave under Articles 18.1.1., 18.1.2, and 18.1.3 above.
- 18.2 Requests for vacation leave for a period of one (1) week or more shall be made in writing to the Superintendent for approval at least one (1) week in advance of such vacation. Requests for vacation leave for a period of less than one (1) week shall be made at least two (2) business days in advance of such vacation. Once vacation leave is approved, the employee must take his/her vacation at that time.

- 18.3 Only one person from each work area will be approved for vacation leave at any one time.
- 18.4 Blue cards for all absences must be turned into the employee's immediate supervisor within two (2) working days following the absence.

ARTICLE 19

Uniform Services

- 19.1 The District shall provide two sets of new uniforms for all custodians and mechanics during each year of this agreement.

ARTICLE 20

Mileage on Private Car

- 20.1 If it is necessary for an employee to use his/her personal vehicle and such use is approved by the administration, the amount to be reimbursed will be at the rate established by the Internal Revenue Service (IRS).

ARTICLE 21

Longevity

- 21.1 Each bargaining unit member shall receive the one-time longevity bonus payment of \$150 at the commencement of his/her 15th, 20th and 25th year of employment with the District.

ARTICLE 22

Salary Schedules

22.1 Retroactive Pay – For retroactive pay purposes, all employees who are employed by the District as of the date of this Memorandum of Agreement or who retired between July 1, 1998 and the date of this Memorandum of Agreement, shall receive a retroactive payment for the period July 1, 1998 through June 30, 2001, calculated on base pay for those years, for that portion of time the unit member was continuously employed by the District. The District shall also calculate and pay a retroactive payment for overtime worked by such eligible employees for the period July 1, 1998 through the date of this Memorandum of Agreement. The exact amount of retroactive payment for each employee for base pay is contained in Attachment "A" to this Memorandum of Agreement. These retroactive payments will be made by separate check within 30 days of ratification of the MOA by the Association and approval by the Board of Education.

22.2 New Compensation – Effective July 1, 2001, the salary schedules set forth in Article 22 shall be deleted and they shall be replaced by "starting rates" as follows:

Nurse	\$	
Teacher Aide	\$	7.01/hour / ⁰²⁻⁰³ 7.22 / ⁰³⁻⁰⁴ 7.44
Bus Driver	\$	8,901
Secretary	\$	14,106
Custodian	\$	18,471
Mechanic	\$	19,290

These starting rates shall be increased by three (3%) percent each year for 2002-03 and 2003-04. The District reserves the right to pay a new employee raises based upon the annual salaries or hourly rate for each employee.

It is the intent of the parties by deleting salary schedules and inserting starting rates to thereafter provide employee raises based upon the annual salaries or hourly rates for each employee.

22.3 Pay Increases – Effective July 1, 2001, each member of the unit shall receive a four percent (4%) increase to their base pay (list attached as Attachment "B");

Effective July 1, 2002, each member of the unit shall receive a four percent (4%) increase to their base pay.

Effective July 1, 2003, each member of the unit shall receive a four percent (4%) increase to their base pay.

- 22.4 Non-Agreement Clause – The School District and Association agree that in the event no new collective bargaining agreement has been agreed to by the expiration of an existing collective bargaining agreement, an amount equal to one and one-half percent (1.5%) of a bargaining unit member's base pay shall added to a bargaining unit member's base salary on an annual basis until such time as a new agreement is reached.
- 22.5 Effective July 1, 2000, Article 22 shall be amended to provide a night custodian differential of \$375 per year and a senior custodian differential of \$800 per year.
- 22.6 Effective July 1, 2001, Article 22 shall be amended to provide a night custodian differential of \$450 per year and a senior custodian differential of \$1,000 per year/per building.

ARTICLE 23

Benefits

- | | |
|------------------|---------------|
| A. Teacher Aides | D. Custodians |
| B. Bus Drivers | E. Mechanics |
| C. Secretaries | F. Nurses |

23.1 Retirement

23.1.1 Contributions paid by Board according to law:

A, B, C, D, E, F

23.2 Snow Days

23.2.1 Teacher aides shall be paid for snow days declared by the District. Reimbursement for snow days under this provision is limited to a maximum of two such days. If the District uses more than two (2) snow days, the extra days will not be paid.

23.2.2 On days school is closed due to weather conditions (e.g., snow days), night shift custodial staff shall report to work as soon as possible in the a.m. and shall remain on duty for a full eight-hour shift. In case of severe changes in weather conditions, the staff may be released at the sole discretion of the Superintendent, or designee, and receive full compensation.

23.3 Extra Time

Regular hourly rate:	B, C, F
Time and one-half after 40 hours:	D, E

23.4 Paid Holidays

D, E

23.4.1 Full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas

23.4.2 At Christmas and New Year's Day, eligible employees shall receive one-half day before the above holidays except when these holidays fall on a Saturday, Sunday or Monday.

For example:	<u>Holiday</u>	<u>Result</u>
	Tuesday-Friday	½ day off prior
	Saturday	Friday off as paid holiday (no ½ day)
	Sunday or Monday	Monday off as paid holiday (no ½ day)

23.4.3 An employee may take one full day before Christmas or New Year's Day and work the other complete day if they so desire. The employee must obtain prior approval of the Chief School Officer.

23.5 Length of Work Year

Teacher School Calendar	A, F (Nurses – 7 hours per day)
200 days (40 wks)—Est. time 4 hrs. daily	B
*216 days (42 wks) 7-hour day	C
**52 weeks, 40 hrs/week	D, E

- * Daily deduction will be 1/216 of salary.
- * Required to work when school is in session through June 30, plus four weeks during July and August, plus 16 days throughout year when school is not in session.
- ** Daily deduction will be 1/260 of salary.

23.6 Aides Lunch Period and Substitute Pay

23.6.1 Aides will be provided a thirty-minute paid lunch period daily.

23.6.2 If a teacher aide substitutes for a regular teacher, secretary or nurse, for an entire school day, compensation shall be based on the following criteria:

23.6.2.1 Regular teacher: Shall receive teacher substitute pay or be paid on the member's salary, whichever is higher.

23.6.2.2 Secretary: Shall receive secretarial rate at step 1 on a per hour basis or be paid the member's salary, whichever is higher.

23.6.2.3 Nurse: Shall receive nurse rate on a per hour basis or be paid the member's salary, whichever is higher.

23.7 Mechanics/Custodians/Bus Drivers Rate of Pay

23.7.1 When mechanics or custodians drive school buses for regular runs, field trips or sports trips, they shall be compensated at the bus driver's regular rate of pay in accordance with the salary schedule, including the employee's years of service. This

provision does not pertain to those occasions where mechanics or custodians make emergency runs driving students home during the school day.

23.7.2 Unit members who are required to perform building check shall be compensated for one hour rate of time and one-half per check. Building check shall be performed by the senior custodian of the building or, if unavailable, by a custodian in that building in order of seniority.

23.8 Teacher Aide In-Service Credit

23.8.1 In the event an aide voluntarily attends a school-related workshop, he/she will receive in-service credit. Hours of credit will be based upon the number of actual hours in the classroom:

15-25 classroom hours = 1 in-service credit
26-35 classroom hours = 2 in-service credits
35+ classroom hours = 3 in-service credits

23.8.2 Payment for such in-service courses will be at a rate of \$25 per credit hour for the course attended.

23.8.3 No salary credit will be given for in-service workshops held on school time.

23.8.4 All in-service courses to be used for credit must have prior approval of the Board of Education.

ARTICLE 24

Retirement Benefit

24.1 At the time of retirement, any employee who has accumulated a minimum of seventy-five (75) leave days, shall receive a retirement benefit of 50 percent of all accumulated leave paid at the employee's per diem.

24.2 For the purposes of calculating retirement benefits, a member's work year is to be calculated as follows:

24.2.1	Aides	180 days
	Bus Drivers	200 days
	Other full-time employees	260 days
	Secretary	216 days
	Custodian	260 days
	Mechanic	260 days
	Nurse	180 days

24.3 In order to obtain the retirement benefit under this Article, the employee must notify the District in writing of his/her intent to retire at least sixty (60) days prior to the date of retirement.

24.4 A member who would be retiring at the end of the school year and becomes catastrophically ill or disable will be allowed to retire with full retirement benefits at the point in time during the school year that the member becomes ill or disabled.

ARTICLE 25

Evaluations

25.1 The District shall prepare an annual formal written evaluation for all employees covered by this Agreement. The purpose of the evaluation is to assess job performance and note areas in need of improvement. Such evaluation shall be performed using the form attached hereto as Appendix "A".

25.2 After a Supervisor completes an evaluation, the Supervisor conducting the evaluation shall forward a copy of the completed evaluation to the employee and schedule a meeting to discuss the evaluation.

25.3 The meeting shall be scheduled within five (5) working days of completing the evaluation. The purpose of the meeting is to afford the employee an opportunity to meet with the Supervisor to discuss the evaluation. If an employee elects not to attend the scheduled meeting, the evaluation will be forwarded to the employee's personnel file.

- 25.4 The opportunity for a conference with the Supervisor will occur prior to forwarding the evaluation to the employee's personnel file. The employee shall sign the evaluation form as an acknowledgement that the employee has been provided a copy of the evaluation.
- 25.5 Employees have the right to provide a written response to an evaluation within ten (10) working days from the date of the scheduled conference relating to the evaluation. Such response, if provided, shall be attached to the evaluation form filed in the employee's personnel file.
- 25.6 The use of the attached formal evaluation form shall not preclude the District and Supervisors from conducting more frequent informal observations, evaluations, and counseling concerning an employee's work performance.

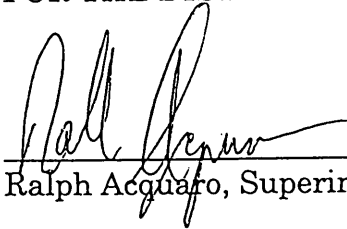
ARTICLE 26

Duration of Agreement

This Agreement shall be effective July 1, 1998 through June 30, 2004 or until a successor agreement is reached.

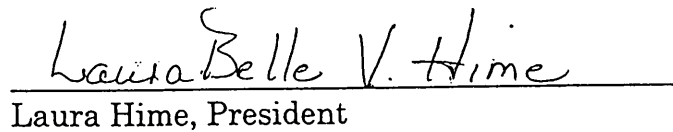
Retroactive pay to be paid lump sum as soon as practical.

FOR THE DISTRICT



Ralph Acquaro, Superintendent of Schools

FOR THE ASSOCIATION

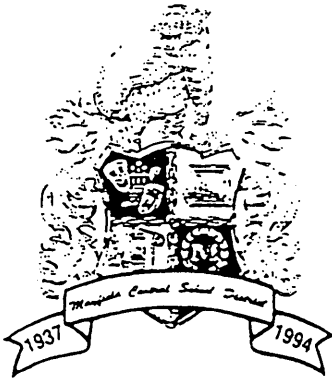


Laura Hime, President

MAYFIELD CENTRAL SCHOOL DISTRICT

Mayfield, New York 12117

December 22, 1995



BOARD OF EDUCATION

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FAX (518) 661-7666

High School Principal
CARMEL J. SERGE
(518) 661-7800

Elementary Principal
ERNEST R. CLAPPER
(518) 661-7840

Mrs. Joyce Ammerall, President
Mayfield Professional Staff Association
Mayfield Elementary School
80 North Main Street
Mayfield, NY 12117

Dear Joyce:

RE: Side Letter to 1994-98 Bargaining Settlement

This letter will acknowledge the various side agreements that we have made during the above-referenced bargaining:

1. It is agreed that the Kelly Wagar grievance will be settled in the manner discussed at the bargaining table. (payment of \$50)
2. It is agreed that, except for employees specifically hired for such tasks, currently employed unit members will not be required to perform medical procedures, diapering, tube feeding and other such tasks involving "included" students.
3. It is agreed, with regard to the inclusion of "unqualified days" in subsequent contracts, that the standard for evaluating the use of such "unqualified" days referred to in paragraph 9 of the Memorandum of Understanding during the term of this contract will be the average of such days used during the 1992-93, 1993-94, and 1994-95 school years. It is agreed that this information will be given to you and we will keep you apprised of such use from year to year.
4. It is understood that when situations of emergency arise whereby students need to be transported home during the school day, custodians, if available, will be used to make such trips. Only in the event of the unavailability of custodians will mechanics from the garage be used.

BUS DRIVER SALARY SCHEDULE

							DOLLAR	%
	1993-94	1994-95	1995-96	1996-97	1997-98		INCREASE	CREASE
1	\$7,600	\$7,676	\$7,753	\$7,830	\$7,909			
2	\$7,892	\$7,971	\$8,051	\$8,131	\$8,212			
3	\$8,183	\$8,265	\$8,347	\$8,431	\$8,515			
4	\$8,476	\$8,561	\$8,646	\$8,733	\$8,820			
5	\$8,766	\$8,854	\$8,942	\$9,032	\$9,122		\$1,522	20.03%
6	\$9,056	\$9,147	\$9,238	\$9,330	\$9,424		\$1,532	19.41%
7	\$9,347	\$9,440	\$9,535	\$9,630	\$9,727		\$1,544	18.86%
8	\$9,638	\$9,734	\$9,832	\$9,930	\$10,029		\$1,553	18.33%
9	\$9,929	\$10,028	\$10,129	\$10,230	\$10,332		\$1,566	17.87%
10	\$10,223	\$10,325	\$10,428	\$10,533	\$10,638		\$1,582	17.47%
11	\$10,512	\$10,617	\$10,723	\$10,831	\$10,939		\$1,592	17.03%
12	\$10,802	\$10,910	\$11,019	\$11,129	\$11,241		\$1,603	16.63%
13	\$11,094	\$11,205	\$11,317	\$11,430	\$11,544		\$1,615	16.27%
14	\$11,386	\$11,500	\$11,615	\$11,731	\$11,848		\$1,625	15.90%
15	\$11,677	\$11,794	\$11,912	\$12,031	\$12,151		\$1,639	15.59%
	OFF STE	\$12,027	\$12,148	\$12,269	\$12,392		\$1,590	14.72%
			\$12,388	\$12,512	\$12,637		\$1,543	13.91%
				\$12,760	\$12,887		\$1,501	13.19%
					\$13,143		\$1,466	12.55%

MAYFIELD PROFESSIONAL STAFF ASSOCIATION

CUSTODIAN SALARY SCHEDULE

							DOLLAR	%
	1993-94	1994-95	1995-96	1996-97	1997-98		INCREASE	INCREASE
1	\$15,771	\$15,929	\$16,088	\$16,249	\$16,411			
2	\$16,287	\$16,450	\$16,614	\$16,781	\$16,948			
3	\$16,805	\$16,973	\$17,143	\$17,314	\$17,487			
4	\$17,323	\$17,496	\$17,671	\$17,848	\$18,026			
5	\$17,837	\$18,015	\$18,196	\$18,377	\$18,561		\$2,790	17.69%
6	\$18,357	\$18,541	\$18,726	\$18,913	\$19,102		\$2,815	17.29%
7	\$18,873	\$19,062	\$19,252	\$19,445	\$19,639		\$2,834	16.87%
8	\$19,387	\$19,581	\$19,777	\$19,974	\$20,174		\$2,851	16.46%
9	\$19,906	\$20,105	\$20,306	\$20,509	\$20,714		\$2,877	16.13%
10	\$20,421	\$20,625	\$20,831	\$21,040	\$21,250		\$2,893	15.76%
11	\$20,939	\$21,148	\$21,360	\$21,573	\$21,789		\$2,916	15.45%
12	\$21,457	\$21,672	\$21,888	\$22,107	\$22,328		\$2,941	15.17%
13	\$21,973	\$22,193	\$22,415	\$22,639	\$22,865		\$2,959	14.87%
14	\$22,490	\$22,715	\$22,942	\$23,171	\$23,403		\$2,982	14.60%
15	\$23,008	\$23,238	\$23,470	\$23,705	\$23,942		\$3,003	14.34%
	OFF STEP	\$23,698	\$23,935	\$24,175	\$24,416		\$2,959	13.79%
			\$24,409	\$24,653	\$24,900		\$2,927	13.32%
				\$25,141	\$25,393		\$2,903	12.91%
					\$25,896		\$2,888	12.55%

MAYFIELD PROFESSIONAL STAFF ASSOCIATION

TEACHER AIDE SALARY SCHEDULE

							DOLLAR	%
	1993-94	1994-95	1995-96	1996-97	1997-98		INCREASE	CREASE
1	\$5.93	\$5.99	\$6.05	\$6.11	\$6.17			
2	\$6.11	\$6.17	\$6.23	\$6.30	\$6.36			
3	\$6.32	\$6.38	\$6.45	\$6.51	\$6.58			
4	\$6.51	\$6.58	\$6.64	\$6.71	\$6.77			
5	\$6.70	\$6.77	\$6.83	\$6.90	\$6.97		\$1.04	17.57%
6	\$6.91	\$6.98	\$7.05	\$7.12	\$7.19		\$1.08	17.69%
7	\$7.10	\$7.17	\$7.24	\$7.32	\$7.39		\$1.07	16.90%
8	\$7.32	\$7.39	\$7.47	\$7.54	\$7.62		\$1.11	17.01%
9	\$7.50	\$7.58	\$7.65	\$7.73	\$7.80		\$1.10	16.49%
10	\$7.70	\$7.78	\$7.85	\$7.93	\$8.01		\$1.10	15.96%
11	\$7.91	\$7.99	\$8.07	\$8.15	\$8.23		\$1.13	15.93%
12	\$8.11	\$8.19	\$8.27	\$8.36	\$8.44		\$1.12	15.29%
13	\$8.30	\$8.38	\$8.47	\$8.55	\$8.64		\$1.14	15.16%
14	\$8.49	\$8.57	\$8.66	\$8.75	\$8.83		\$1.13	14.74%
15	\$8.68	\$8.77	\$8.85	\$8.94	\$9.03		\$1.12	14.19%
	OFF STEP	\$8.94	\$9.03	\$9.12	\$9.21		\$1.10	13.58%
			\$9.21	\$9.30	\$9.39		\$1.09	13.18%
				\$9.48	\$9.58		\$1.09	12.84%
					\$9.77		\$1.09	12.55%

MAYFIELD PROFESSIONAL STAFF ASSOCIATION

07/02/00

MECHANIC SALARY SCHEDULE

							DOLLAR	%
	1993-94	1994-95	1995-96	1996-97	1997-98		INCREASE	CREASE
1	\$16,470	\$16,635	\$16,801	\$16,969	\$17,139			
2	\$16,988	\$17,158	\$17,329	\$17,503	\$17,678			
3	\$17,505	\$17,680	\$17,857	\$18,035	\$18,216			
4	\$18,021	\$18,201	\$18,383	\$18,567	\$18,753			
5	\$18,538	\$18,723	\$18,911	\$19,100	\$19,291		\$2,821	17.13%
6	\$19,054	\$19,245	\$19,437	\$19,631	\$19,828		\$2,840	16.72%
7	\$19,572	\$19,768	\$19,965	\$20,165	\$20,367		\$2,862	16.35%
8	\$20,089	\$20,290	\$20,493	\$20,698	\$20,905		\$2,884	16.00%
9	\$20,604	\$20,810	\$21,018	\$21,228	\$21,441		\$2,903	15.66%
10	\$21,123	\$21,334	\$21,548	\$21,763	\$21,981		\$2,927	15.36%
11	\$21,628	\$21,844	\$22,063	\$22,283	\$22,506		\$2,934	14.99%
12	\$22,157	\$22,379	\$22,602	\$22,828	\$23,057		\$2,968	14.77%
13	\$22,673	\$22,900	\$23,129	\$23,360	\$23,594		\$2,990	14.51%
14	\$23,189	\$23,421	\$23,655	\$23,892	\$24,131		\$3,008	14.24%
15	\$23,707	\$23,944	\$24,184	\$24,425	\$24,670		\$3,042	14.06%
	OFF STE	\$24,418	\$24,662	\$24,909	\$25,158		\$3,001	13.54%
			\$25,151	\$25,402	\$25,656		\$2,983	13.16%
				\$25,905	\$26,164		\$2,975	12.83%
					\$26,682		\$2,975	12.55%

MAYFIELD PROFESSIONAL STAFF ASSOCIATION

SECRETARY SALARY SCHEDULE

							DOLLAR	%
	1993-94	1994-95	1995-96	1996-97	1997-98		INCREASE	INCREASE
1	\$11,765	\$11,883	\$12,286	\$12,409	\$12,533			
2	\$12,146	\$12,267	\$12,684	\$12,811	\$12,939			
3	\$12,524	\$12,649	\$13,078	\$13,209	\$13,341			
4	\$12,906	\$13,035	\$13,477	\$13,612	\$13,748			
5	\$13,286	\$13,419	\$13,874	\$14,013	\$14,153		\$2,388	20.30%
6	\$13,666	\$13,803	\$14,271	\$14,414	\$14,558		\$2,412	19.86%
7	\$14,046	\$14,186	\$14,668	\$14,815	\$14,963		\$2,439	19.47%
8	\$14,425	\$14,569	\$15,064	\$15,214	\$15,366		\$2,460	19.06%
9	\$14,804	\$14,952	\$15,459	\$15,614	\$15,770		\$2,484	18.70%
10	\$15,185	\$15,337	\$15,857	\$16,016	\$16,176		\$2,510	18.37%
11	\$15,565	\$15,721	\$16,254	\$16,417	\$16,581		\$2,535	18.05%
12	\$15,945	\$16,104	\$16,651	\$16,817	\$16,986		\$2,561	17.75%
13	\$16,325	\$16,488	\$17,048	\$17,218	\$17,390		\$2,586	17.47%
14	\$16,706	\$16,873	\$17,446	\$17,620	\$17,796		\$2,611	17.20%
15	\$17,090	\$17,261	\$17,847	\$18,025	\$18,205		\$2,640	16.96%
OFF-STEP		\$17,603	\$18,200	\$18,382	\$18,566		\$2,621	16.44%
			\$18,560	\$18,746	\$18,933		\$2,608	15.98%
				\$19,117	\$19,308		\$2,602	15.58%
					\$19,691		\$2,601	15.22%

MAYFIELD PROFESSIONAL STAFF ASSOCIATION

December 4, 1995

Ms. Joyce Ammerall, President
Mayfield Professional Staff Association
Mayfield Elementary School
North Main Street
Mayfield, New York 12117

RE: Side Letter to 1994-98 Bargaining Settlement

Dear Joyce:

This letter will acknowledge the various side agreements that we have made during the above-referenced bargaining:

1. It is agreed that the Kelly Wager grievance will be settled in the manner discussed at the bargaining table.
2. It is agreed that, except for employees specifically hired for such tasks, currently employed unit members will not be required to perform medical procedures, diapering, tube feeding and other such tasks involving "included" students.
3. It is agreed, with regard to the inclusion of "unqualified days" in subsequent contracts, that the standard for evaluating the use of such "unqualified" days referred to in paragraph 9 of the Memorandum of Understanding during the term of this contract will be the average of such days used during the 1992-93, 1993-94, and 1994-95 school years. It is agreed that this information will be given to you and we will keep you apprised of such use from year to year.
4. It is understood that when situations of emergency arise whereby students need to be transported home during the school day, custodians, if available, will be used to make such trips. Only in the event of the unavailability of custodians will mechanics from the garage be used.
5. Bus driver, Robin Bettler, will be compensated on the basis of a six hour run rather than a four hour run plus overtime.

Sincerely,

William Gokey
Superintendent of Schools

Dated: _____, 1995

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE MAYFIELD CENTRAL SCHOOL DISTRICT
AND
MAYFIELD PROFESSIONAL STAFF ASSOCIATION
FOR THE PERIOD JULY 1, 1994 - JUNE 30, 1998**

The Mayfield Central School District ("District") and the Mayfield Professional Staff Association ("Association") hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for the July 1, 1994- June 30, 1998 successor collective bargaining agreement to the July 1, 1991 - June 30, 1994 collective bargaining agreement. The terms of this Memorandum of Agreement shall not become effective unless and until they are approved by the Board of Education of the School District and ratified by the members of the Association.

All provisions of the July 1, 1991 - June 30, 1994 collective bargaining agreement between the parties shall be continued unless specifically modified by this Memorandum of Agreement. All references to amendments made herein are made with respect to the 1991-1994 collective bargaining agreement between the parties, and such amendments shall be incorporated into the successor agreement, as follows:

1. Article 8.4.11 shall be moved to Article 10.1.9.
2. Article 8.4.12 shall be moved to Article 23.7.2.
3. In Articles 9.2.1, 9.2.3 and 9.2.4 the number "50" shall be increased to the number "100" to reflect a new maximum number of sick leave days in the bank of 100 days.
- 3A. Amend Article 9.4.1 by omitting the phrase "and only for personal usage." at the end of line 3.

4. Article 24.3 shall be revised to read as follows:

"In order to obtain the retirement benefit under this Article, the employee must notify the District in writing of his/her intent to retire at least sixty (60) days prior to the date of retirement."

5. The parties have agreed that teacher aids will be paid on an annual salary basis as appropriately calculated by the District.
6. The parties have agreed to add a Section regarding personnel files in an appropriate part of the contract as follows:

"Employees, upon reasonable request, may review the contents of their personnel files. An employee will be entitled to have a representative of the Association accompany him/her during such review."

No complaints or material derogatory to an employee's work performance will be placed in the personnel file unless the employee has first had an opportunity to review and initial the material. Such initialing does not indicate agreement with the material, but only indicates awareness of the existence of such material. The employee will have the right to submit written response to such material within ten (10) working days of being presented with the material. The response shall be submitted to the Superintendent and attached to the file copy.

7. The following sentence shall be added to the end of Article 10.1.1: "The Association President shall be notified of any openings that occur during the months of July and August by the District."
8. The following sentence shall be added to the end of Article 23.2.2: "In case of severe changes in weather condition, the staff may be released at the sole discretion of the Superintendent, or designee, and receive full compensation."
9. Regarding Article 16.1.1, language shall be inserted indicating that two of these three personal leave days are unqualified. This change describing two of these three personal leave days as unqualified shall expire effective June 30, 1998 and such change shall not be subject to section 209,a,1,(e), ie. the "Triborough Doctrine, of the Taylor Law.

10. The parties have agreed to insert language covering when teacher aides substitute for the entire day for a teacher, secretary or nurse to provide that the teacher aide will be compensated at his/her rate or the step 1 rate of the applicable title. Following language is inserted:

If a teacher aide substitutes for a regular teacher, secretary or nurse, for an entire school day, compensation shall be based on the following criteria:

1. Regular teacher: shall receive teacher substitute pay or be paid on the member's salary, whichever is higher.
 2. Secretary: shall receive secretarial rate at step 1 on a per hour basis or be paid the member's salary, whichever is higher.
 3. Nurse: shall receive nurse rate on a per hour basis or be paid the member's salary, whichever is higher.
11. In Article 8, amend in all provisions the term "Director of Transportation/Head Mechanic" to "Supervisor of Building, Grounds and Transportation."
 12. Move Article 24.5 to 15.5
 13. Section 8.4.1 shall be amended as follows:

In cases where an extra bus trip conflicts with a drivers regular run, the driver may choose to drive either the extra bus trip or their regular school day run

14. Add a new 15.5 as follows:

- 15.5. Effective on July 1, 1995, part-time employees, except bus drivers, who work three (3) and four (4) hours per day, may elect to receive family health insurance benefits for which the District shall pay fifty percent (50%) of the premium; such unit members who work five (5) hours per day may elect such benefit for which the District shall pay seventy-five percent (75%) of the premium.

Bus drivers who work two (2) hours per day may elect family health insurance benefits for which the District shall pay fifty percent (50%) of the health insurance premium. Part-time employees working less than the above may elect to receive family health insurance for which the District shall provide no premium assistance.

Part-time employees hired prior to December 6, 1995, shall be grandfathered at their present health insurance premium assistance level.

- 15. Amend Article 1 by adding at the end, "and except part time employees not covered by article 15.5 of the agreement."
- 16. Article 21 shall be amended to provide for longevity payments of \$150 in each year.
- 17. Effective as of July 1, 1995, the Collective Bargaining Agreement shall be amended in all respects to provide for a 5-day extended work year for secretaries, such amendments to include 23.5, 24.2, 1, and the salary schedule.
- 18. Article 22 shall be amended in accordance with Attachment 1. It is noted that the title of "Assistant Mechanic" has been changed to "mechanic" and the title and salary schedule for "Director of Transportation/Head Mechanic" has been deleted from the Contract.
- 19. The District and the Association shall enter into a side agreement as expressed in Attachment 2.
- 20. School nurses shall receive increases of 3.9% in 1994-95; 3.5% in 1995-96; 4.0% in 1996-97. In years thereafter, nurses shall receive an average of the percentage raise of MTA (including increment) and MPSA (including increment). In addition, school nurses shall be entitled all benefits and obligations set forth in the new agreement or that were a matter of specific discussions and agreement between the nurses and the Superintendent of Schools.
- 21. Retroactive pay to be paid lump sum as soon as practical.

17, 211.

(15,389.⁹²⁻⁹¹) + 15,989.⁹ + 16,549.⁷

FOR THE DISTRICT

FOR THE ASSOCIATION

William Gokey
Superintendent of Schools

Joyce Ammerall
President

COPY

PAYROLL 1996-1997 MAYFIELD PROFESSIONAL STAFF ASSN. (MPSA) CONTRACTS

STEP		HOURLY RATE	BASE PAY
<u>SECRETARIES</u>			
15+	MARILYN	12.64	735.26 (base pay @ 26 (Step 216 ⁺ 7 hrs.)
	LINDA		
	ORLETTA		
13	SARA	11.39	662.23
11	TERRY	10.86	631.41
10	CAROL	10.59	616.00
<u>NURSES</u>			
-	LINDA HAND	13.66	819.57 (21 pays)
-	SUE CROUSE	13.66	819.57 (21 pays)
<u>AIDES</u>			
15+	CAROLYN	9.48	528.19 (21 pays---6 1/2 x h.r. x 180 days)
	JOYCE	9.48	528.19
	LAURA	9.48	528.19
	NANCY	9.48	528.19
11	SUE CICHY	8.15	454.09
	DAWN	8.15	454.09
10	DOROTHY	7.93	441.80
	SUE WARNER	7.93	441.80
8	CHARLOTTE	7.54	420.09
7	DARLA	7.32	407.80
5	WENDY	6.90	384.42 (if enough hours)
4	LEAH	6.71	373.85
3	MARY	6.51	362.71
	LISA	6.51	362.71 (if enough hours)
	KATHY	6.51	362.71
	KELLY	6.51	362.71
2	BRANDON	6.30	351.00
	CORA	6.30	351.00
	HOLLIE	6.30	351.00
	ELSIE (Laurel)	6.30	351.00
	STEPHANIE	6.30	351.00
1	SUBSTITUTES	4.25	-----
	STUDENT HELP	4.50	-----

STEP		HOURLY RATE	DOWN TIME	BASE
<u>DRIVERS</u>				
				(step 200 days 8 hours)
15+	BETTY CLARK	15.95	7.25	607.62
	G.A. KELLOGG	15.95	7.25	607.62
	DEBBIE OLSON	15.95	7.25	607.62
	BILL PERHAM	15.95	7.25	607.62
15	BILL MAXON	15.04	7.25	572.90
13	JERRY WEMPLE	14.29	7.25	544.29
7	ROBIN BETLER	12.04	7.25	664.97 (6 Hours)
4	DEB KING	10.92	7.25	415.86
	JUDY VANNOSTRAND	10.92	7.25	415.86
3	RICK TYMCHYN	10.54	7.25	401.48
	JOE LAVADA	10.54	7.25	401.48
	JAY ELLIS	10.54	7.25	401.48
2	LOLEITA ESCHLER	10.16	7.25	387.19
	JANICE MILLER	10.16	7.25	387.19
1	<u>NEW AND SUBS</u>			
	BECKY BURDEN	9.79	7.25	-----
	LENA COWLES	9.79	7.25	-----
	DOUG EDWARDS	9.79	7.25	-----
	CAROL HART	9.79	7.25	-----
	GENE KELLOGG	9.79	7.25	-----
	FAY LOCK	9.79	7.25	-----
	IRENE WHITE	9.79	7.25	-----
	MARK WILCOX	9.79	7.25	-----
<u>CUSTODIAN</u>				
		HRLY/O.T.	BASE @ 26	BUS DIFFERENTIAL
				(Step 260 8 hours)
15+	BILL WALKER	12.38/18.57	990.03	3.57
9+	RICK HOOSE	10.15/15.23	811.88	
15+	GEORGE CULVER	12.09/18.14	978.50	
	KARL CLAUS	12.09/18.14	978.50	
	RUSS GOODEMOTE	12.09/18.14	978.50	1.07 (Step 10)
	ROY TOWN	12.09/18.14	966.96	1.45 (Step 11)
7	RICH HALLENBECK	9.35/14.03	759.42	
4	JOHN FRITZEN	8.58/12.87	-----	
1	SUBSTITUTES	7.81/11.72	-----	
	JAY ELLIS			
	JOE LAVADA			
	JOHN LAVADA			

PAGE 3

STEP	MECHANICS	SUMMER/HOLIDAY BASE PAY	MECHANIC		BUS	
			HR.	O.T.	HOURLY	O.T.
12	BILL FORD	878.00	10.98	16.47	11.29	16.94
10	BILL HICHENS	837.03	10.46	15.69	13.17	19.76
1	SUB-BILL MAXON	-----	8.16	12.24	15.04	22.56

(School year is hourly)

BUS SCHOOL: \$9.00 FOR 2 HOURS (Twice per school year)

SELECTED PERSONELL:

PAUL:	1769.23 P/P @ 26	46,000	ANNUAL	
BILL I:	1442.29 P/P @ 26	37,500	ANNUAL	
J.TARRIS:	923.07 P/P @ 26	24,000	ANNUAL	
W.G.	2728.15 P/P @ 26	70,932	ANNUAL	
E. CLAPPER	2404.46 P/P @ 26	62,516	ANNUAL	
C. SERGE	2342.34 P/P @ 26	60,901	ANNUAL	
JUDY H.	2158.65 P/P @ 26	56,125	ANNUAL	HR. RATE: 42.51
CINDY F.	1571.19 P/P @ 26	40,851	ANNUAL	HR. RATE: 30.97

SCORERS/TIMERS: \$8.00 PER HOUR

R - 7/5/96
774/96