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## ARTICLE I

### RECOGNITION

- A. The employer recognizes the Mohonasen Support Staff Association, NYSUT, AFT, NEA AFL-CIO, (hereinafter known as "Association"), as the sole and exclusive representative for all the employees in the unit described in Schedule "A", which is incorporated by reference as though fully set forth in this paragraph.
- B. The employer shall deduct from the wages of employees and remit to the Association, regular membership dues for those employees who signed authorizations permitting such payroll deductions. The following payroll deductions are also authorized on a voluntary basis:
- Payment of loans and arrears to the New York State Employees Retirement System
  - Health Insurance
  - U.S. Savings Bonds
  - Credit Union
  - Tax Sheltered Annuities
  - NYSUT Member Benefit Fund
- C. The Board agrees not to negotiate with any other organization other than the Association, for the duration of this Agreement. The employer also agrees that the Association shall be the sole and exclusive representative for all employees described in Attachment A, for the purpose of Collective Bargaining and Grievances from the 1<sup>st</sup> day of July, 2022 until the 30<sup>th</sup> day of June, 2027.
- D. The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. If the school continues in session during any strike by other staff members, the employer will provide, through its own agents or law

enforcement agencies, reasonably safe access for the employees to their place of employment with the District.

- E. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. Before permanent changes in job conditions are enacted, the School Administration will consult the president of the Association.
- F. If any provisions of this agreement or any application thereof to any employee or group of employees shall be found to be held to be contrary to law or any rule or regulation having the effect of law by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the District of funds otherwise available under state or federal law then such provision or application thereof shall be null and void, but all other provisions or applications will continue in full force and effect. At the option of either party, negotiations shall be immediately undertaken with respect to a substitute for such provisions or application becoming null and void.
- G. If an agreement or contract between the Board and an individual employee, heretofore executed, contains any provisions inconsistent with this agreement, then this agreement, throughout its duration shall be controlling. Any agreement or contract between the Board and an individual employee hereafter executed shall be expressly made subject to and consistent with the terms of this agreement.
- H. This agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). This agreement shall supersede any rules, regulations or practices of the employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the employer with respect to all matters not specifically covered in this agreement shall remain rights and prerogatives of the employer.
- I. The expense for printing copies of this agreement shall be shared equally by the Board and the Association.
- J. Upon request, the Association may meet with the Board of Education.



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

- K. **MANAGEMENT RESPONSIBILITIES** – Except as limited by the specific and express terms of this agreement, the District hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law including, but not limited to, the right to determine the purpose, missions, object and policies of the District; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the District's programs; to administer the personnel system of the District; to establish standards and criteria for performance; and to take whatever actions may be necessary or appropriate to carry out the mission of the District, including the right to subcontract such services as it may deem in the best interest of the District and to reduce the work force accordingly. The District shall provide written notification to the Association when positions held by bargaining unit members will be contracted out. Such notification shall be provided at least six weeks prior to the issuance of a Request for Proposals for contracting out. Upon the Association's receipt of such written notifications, the Association may request an informational meeting to discuss the District's plan to contract out. Such meeting will take place within five working days of the Association's request.
- L. **Membership Dues** - The District agrees to deduct from salaries of members of the bargaining unit the amount of membership dues as set forth by the Association. The Association shall notify the Superintendent of the current rate of its service unit dues by September 15. Dues deductions shall be made in equal installments beginning with the second payroll in September. Whenever possible, union dues shall be deducted from the unit member's salary before other, if any, voluntary deductions are made.

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



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

- M. 1. Notice of Membership Revocation – In the event an employee notifies the District that the employee has revoked his or her membership from the Association, irrespective of payroll deduction status, the District will notify the Association.
2. Employee Records – The District will notify the Association of the hire and starting date of all new hires who are in the recognition clause of the Agreement.
3. Separation From Service – The Association will be notified of a unit member's separation from service.

## ARTICLE II

### GENERAL WORKING CONDITIONS AND WAGE PROVISIONS

- A. Persons beginning employment on the opening day of school in September are considered as having rendered service from the beginning of the month.
- B. An employee, full-time or part-time, who is granted a leave of absence without pay for six (6) months or more will, upon resumption of employment, remain at the same salary/hourly rate they were on when the leave was granted.
- C. **OVERTIME**
1. Whenever possible, an equitable distribution of overtime shall be made by canvassing the employees of the building requiring the overtime service. In the event an insufficient number of employees respond, the District may designate the additional employees needed to perform the overtime service. Such designation will be on the basis of an inverse order of seniority and will be on a voluntary basis except in an emergency.

Where overtime services of a specialized nature are required after the end of the regular workday, the District will canvass qualified employees seeking a volunteer(s) two (2) weeks prior to the need. In the event there is not a volunteer, the least senior qualified employee shall be required to perform the overtime.

2. All work above the scheduled hours for full-time employees will be paid at the rate of 1½ times the employee's regular rate.
3. Any full-time employee who is called in for duty on a paid holiday will be paid two (2) times his/her regular rate in addition to his/her holiday pay.
4. Whenever a full-time employee is called into work, other than his/her regular scheduled hours, and exclusive of building checks, responses to building alarms and bus warm-ups, the employee shall receive a minimum of two (2) hours at 1½ times his/her regular rate.
5. If an employee other than the custodial leader is scheduled to make a building check, the employee will be compensated based upon the following for all time worked:

One (1) hour per building check at 1½ times regular pay.
6. If a bus mechanic is called to work prior to his regularly scheduled hours to do bus warm-up, the mechanic will be compensated for all time worked at 1½ times regular pay, for a minimum of one (1) hour.
7. If a bus driver is called in before or after his/her regularly scheduled hours of work, the bus driver will be compensated based upon the following schedule:

Bus Run – Call in, minimum of one (1) hour at regular pay.
8. All unit members called in to work to respond to a building alarm will be compensated a minimum of one (1) hour per building alarm response at the rate of one and one-half (1 ½) times regular hourly pay and two (2) times regular hourly pay on Sundays or holidays.
9. Unless work on Sunday is within the full-time employee's regularly scheduled work week, Sunday work shall be compensated for at the



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

Part-time employees called to work on a Sunday shall be paid one and one-half (1.5) times their hourly rate for all hours worked up to forty (40) hours in that week; time worked on a Sunday beyond forty (40) hours will be paid at double (2) time the employee's regular hourly rate.

10. If the Superintendent decides to close the entire District due to weather or any other emergency such that no employees are expected to report to work, the District may require certain employees to report to work to address the emergency. In such case, the members reporting shall be paid time and a half for all hours worked on such days in addition to their normal daily pay.
- D. Field trips and athletic trips originating after the regular school day, and on weekends, will be assigned, on a rotating basis by seniority. If possible, field trips and athletic trips will be posted 48 hours in advance of the trip. No part-time driver will be eligible for a field trip or athletic trip if such trip conflicts with the driver's regularly scheduled workday. The list of drivers will be established on the first day of September, based upon seniority. Full-time transportation personnel other than full-time bus drivers, will not be eligible for field trips or athletic trips originating after the normal school day, or on weekends. If a trip is cancelled that driver will automatically be assigned the next available trip not already on the board, unless he/she already declined that trip.
  - E. In the event a mechanic is required to cover a bus run, the mechanic shall be eligible to make-up lost mechanical hours provided the need for hours and scheduling are approved by the Supervisor of Transportation or Head Mechanic.
  - F. Members of the bargaining unit working as chaperones at athletic events or school functions will be paid the district MTA chaperone rate. Notification will be distributed to all District employees at the start of

each school year so that a list of employees interested in performing such duties may be developed.

Security Monitors shall have first refusal within the bargaining unit for non-athletic functions.

- G. The work year for the purposes of calculating salary deductions or additions in accordance with the terms of this agreement shall consist of the employees scheduled workdays plus paid holidays set forth for the job classification.
- H. When school is closed due to inclement weather, a full-time employee, except a first shift Custodian, Cleaner, Mechanic or Groundsman, may elect to work a modified workday of 10:00 a.m. to 2:00 p.m. without loss of pay or charge to leave accruals unless a public announcement to the contrary is made by the District. Upon notifying his/her immediate supervisor, a full-time employee (except a first shift Custodian, Cleaner, Mechanic, or Groundsman), may elect not to report when school is closed due to inclement weather using a full day of vacation, a personal day, or taking leave without pay for the day, up to a maximum of three (3) days in any school year. Second or third shift Custodians, Cleaners, Mechanics, or Groundsman may make the foregoing election with the approval of the Supervisor of Building and Grounds or Supervisor of Transportation provided the personnel needed to cover each building is available (i.e., they may work a modified four (4) hour workday designated by their supervisor or charge the above-referenced leave accruals).

When school is delayed due to inclement weather, Security Monitors and Teacher Aides may report the number of hours late that equals the number of hours of the delay without loss of pay or charge to leave accruals. All full-time employees must report at their normal start times. When school is closed due to inclement weather Security Monitors, Health Office Assistants and Teacher Aides need not report to work and there shall be no loss of pay or charge to leave accruals.

On school delays or half-days all Food Service Helpers shall be compensated for their regular hours.



I. *“Bargaining unit work, other than emergency work as defined by the Superintendent or designee, will not be performed except by bargaining unit members.”*

J. 1. After full-time bus drivers have been assigned their runs, permanent part-time bus drivers will be allowed to bid on remaining runs at the beginning of each school year. Bidding will be performed on a *“two bid”* basis. First, drivers will be permitted to retain their old runs and bid on vacant runs only. Once that is accomplished, the newly vacant runs (from the first bidding), will be bid within forty-eight (48) hours. No bidding will be allowed after the second bid. For purposes of the foregoing bidding, the run of a permanent part-time bus driver on approved leave at the beginning of the school year will not be considered vacant and the permanent part-time bus driver on leave will retain his/her old run provided such leave does not exceed three months from the beginning of the school year.

2. Each driver and transportation aide shall complete a summer run bid sheet and rank runs in order of preference. Employees shall be assigned runs based on seniority.

Notwithstanding employees' right to bid runs, final authority to assign all school year and summer runs shall rest with the Transportation Supervisor. Runs are subject to change. Any assignment that is not on the basis of seniority, or any removal of an employee from a run during the school year or summer, shall be justified in writing to the employee by the Transportation Supervisor. No removal, change, or assignment inconsistent with seniority shall be implemented without the employee first receiving written notice and being provided an opportunity to be heard before the Assistant Superintendent for Business. The Assistant Superintendent for Business shall make a final determination of the action to be taken. This determination and the reasoning supporting it shall be provided in writing to the employee and the President of the MSSA.

K. Employees with one (1) or more years District service shall be eligible for CDL reimbursement on a prorated basis for any remaining year(s) on their CDL and for full CDL reimbursement at the time of renewal. The CDL must have passenger endorsement in order to be eligible for reimbursement by the District. It is the sole responsibility of employees eligible for this reimbursement to submit a form provided by the district

for such purpose along with a copy of his/her paid CDL receipt within ninety (90) calendar days to the Business Office which will process the payment. The District may temporarily require non-bus driver employees with passenger endorsement CDLs to cover bus runs when necessitated by operating need. In such instances, the employee shall be paid the employee's hourly rate, or overtime rate, if applicable.

- L. Full-time employees whose regular shift extends past midnight will receive a 11% shift differential for the entire shift.

Any employee (including part time employees) whose regular shift extends past 7 p.m. will receive a 6% shift differential for the entire shift.

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

M. Right To Union Representation

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

N. Job Sharing

1. Employees who are interested in job sharing must make a request, in writing, to the Superintendent of Schools. All decisions of the Superintendent in regard to requests to job share are final and not subject to the grievance procedure of the CBA.

2. If granted, employees shall be allowed to share a job, for a maximum of one school year. Employees may request to continue job sharing in subsequent school years, subject to the Superintendent's approval.



3. As job sharing employees, they shall receive the following benefits:
  - a. Pro-rated pay, paid at an hourly pay, calculated by dividing the contractual salary by the number of days and hours worked by a full time;
  - b. Sick Leave as per Article IV(C)(1).

4. As job sharing employees, they shall not receive any other benefits of the CBA, including but not limited to health insurance (including the buy out), dental insurance, personal leave, emergency leave, regardless of how many hours they actually work. Specifically, although “part time” employees who work at least twenty (20) hours per week are entitled to health insurance coverage under a district plan, employees who are “job sharing” are not eligible for health insurance.

### **ARTICLE III**

#### **WORKDAY – WORK YEAR – LAYOFFS**

##### **A. CLERICAL EMPLOYEES**

1. All full-time clerical staff will work a thirty-seven and one-half (37.5) hour week consisting of five (5) days, seven and one-half (7.5) hours per day, fifty-two (52) weeks per school year. Full-time clerical staff will work every day in the year except his/her vacation, Saturdays, Sundays and designated holidays and other paid entitlements.
2. Some 10-month full-time clerical staff will work a thirty-two and one-half hour week (32.5) consisting of five (5) days, six and one-half (6.5) hours per day, two hundred five (205) days per year consisting of one hundred eighty-five (185) days that school is in session and twenty (20) days as designated by the Superintendent or designee following school closing and prior to school opening. The employee’s immediate supervisor will discuss the individual employee’s summer work calendar with the employee.
3. Some 10-month full-time clerical staff (e.g. food service clerk) will work a thirty-seven and one-half hour week (37.5) consisting of five (5) days, seven and one-half (7.5) hours per day, two hundred five

(205) days per year consisting of one hundred eighty-five (185) days that school is in session and twenty (20) days as designated by the Superintendent or designee following school closing and prior to school opening. The employee's immediate supervisor will discuss the individual employee's summer work calendar with the employee.

**B. CUSTODIANS, MAINTENANCE MECHANIC,  
GROUNDSKEEPER, CLEANER, MAINTENANCE HELPER**

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

**C. TRANSPORTATION PERSONNEL**

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

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



## D. **BUS DRIVERS**

### 1. Full-Time Bus Drivers

Full-time bus drivers will work a forty (40) hour week. Work hours and work days may be staggered over a seven (7) day week, eight hours (8) hours per day, at the decision of the Transportation Supervisor. If a full-time bus driver's forty (40) hour work week consists of a Saturday or Sunday, no overtime or double time will be paid for these days. Full-time bus drivers will work two hundred-five (205) days per year consisting of one hundred eighty-five (185) days that school is in session and twenty (20) days as designated by the Transportation Supervisor following school closing and prior to school opening. Full-time bus drivers assigned to transport students who attend private and parochial schools, will work all days private and parochial schools are in session. Under no circumstance will a full-time driver assigned to a private or parochial run work less than the number of days in the Mohonasen school calendar, for that given year. If a driver assigned to a private or parochial run works less than the number of school days in the Mohonasen school calendar, that driver will be assigned makeup days by the Transportation Supervisor, and will perform job related duties as determined by the Transportation Supervisor. These makeup days will be assigned at a time when the Mohonasen schools are not in session.

### 2. Permanent Part-Time Bus Drivers

Permanent part-time bus drivers will work at least a twenty (20) hour week, consisting of five (5) days, at least four (4) hours per day, for all days school is in session, unless a shorter work day is approved by the District. Permanent part-time bus drivers are not required to work school recesses and holidays which fall within their normally scheduled work week.

## E. **AIDES/FOOD SERVICE HELPERS/HEALTH OFFICE ASSISTANTS (HOA)**

The work day for a full time HOA shall be more than six (6) hours, to a maximum of seven (7) hours. Any HOA appointed to work more than 6 hours shall be considered full time, entitled to full time benefits under the MSSA collective bargaining agreement.

Any HOA appointed to work six (6) hours or less, shall be considered part time, entitled part time benefits under the MSSA collective bargaining agreement.

The work year for all HOAs shall be the same as the Teacher work year.

Full-time Teacher Aides will work a thirty-five hour (35) week, consisting of five (5) days, seven (7) hours per day for the period beginning September 1, and ending June 30. Part-time Teacher Aides will work six (6) hours per day, five (5) days a week for the period beginning September 1, and ending June 30. Teacher aides are not required to work school recesses and holidays which fall within their normally scheduled work year.

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

#### **F. SECURITY MONITORS**

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

#### **G. SYSTEMS SOFTWARE SPECIALIST, COMPUTER TECHNICIAN, SENIOR COMPUTER TECHNICIAN, COMPUTER HELP DESK SPECIALIST**

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



## H. COOKS

Cooks are to work a thirty-seven and one-half (37½) hour week, consisting of five (5) days, seven and one-half (7½) hours per day, every day that the central kitchen is in operation.

*NOTE: Cooks employed as of 06/30/17 may elect to work a 32.5 hour work week or a 37.5 hour work week. Currently employed cooks who elect to work a 37.5 hour work week shall receive a commensurate increase in base pay.*

## I. WORK BREAKS

Unit members who work at least seven (7) hours per day shall receive a fifteen (15) minute break in the morning and afternoon. Such time shall be exclusive of the regular thirty (30) minute unpaid lunch break. Breaks and lunch times may not be combined by an employee unless approved by a supervisor.

A part-time unit member working less than seven (7) hours but more than five (5) hours will be provided a thirty (30) minute unpaid lunch break to be scheduled by his/her supervisor and one fifteen (15) minute break.

Unit members who qualify will receive a lunch period and may not work through lunch and leave early without the permission of their supervisor.

## J. SENIORITY LAYOFF

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

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

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

6. Recall

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

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

- b. An individual whose name appears on the recall list shall provide the District with a mailing address where the individual may be contacted. It is the individual’s responsibility to notify the District of any changes in mailing address during the one-year recall period.
- c. The District shall be required to contact a recalled individual one (1) time by certified mail at the address supplied in (b) above.
- d. A recalled individual must respond to the District’s recall notice within five (5) working days. Failure to respond within the time allotted will be deemed a waiver of the employee’s recall rights under this provision.



- e. A recalled individual may refuse recall notice up to two (2) times without waiving the employee's rights under this provision.
  - f. This provision is not subject to the grievance procedure contained in Article VI.
- K. Each member of the unit, who is employed in any capacity by the District as of the last day of any academic year or term, or the last day preceding any customary or established school vacation period, holiday recess or other school recesses, shall continue to be employed in the same capacity and shall resume normal duties at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term of the last day preceding such vacation period, holiday recess or other school recess and that his/her said services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday, vacation, or recess.

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

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

## ARTICLE IV

### PERSONAL LEAVES

#### A. VACATION

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

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

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

#### **Employees hired 12/31/1999 or before:**

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



**Employees hired 01/01/2000 or after:**

<b>Years of Continuous Service (<i>measured from July 1, first occurring after commencement of employment</i>)</b>	<b>Number of Vacation Days Credited</b>
After completion of 1-3 years	10 days/2 weeks
After completion of 4 years	11 days
After completion of 5 years	12 days
After completion of 6 years	13 days
After completion of 7 years	14 days
After completion of 8-18 years	15 days/3 weeks
After completion of 19 years	20 days/4 weeks
After completion of 20 years	21 days
After completion of 25 years	22 days
After completion of 27 years	23 days
After completion of 30 years	25 days

1b. Vacations of eligible staff will, so far as practicable, be scheduled at the time most desired by employees, but in order to ensure orderly operations, the final right to schedule vacations and the final right to require employees to work in lieu of vacations, is exclusively reserved to the School District. Except as otherwise provided, seniority whenever possible, shall prevail in the scheduling of vacations. Requests for vacation leave shall be made to the Superintendent, or his/her designee at least seven days in advance of the requested use. Exceptions to the notice requirement may be made by the Superintendent, or his/her designee.

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

entitled to a pro-rated vacation allowance for time worked during the school year which he/she is retired.

Vacations are not cumulative except that a maximum of twenty (20) vacation days may, with the approval of the Superintendent or his/her designee, be carried over from one school year to the next school year.

- 1c. Eligible employees may use up to five (5) consecutive days of vacation when school is in session. A request to use up to five (5) consecutive days of vacation must be submitted in writing to the Superintendent or designee thirty (30) calendar days in advance of the requested time of use and must be accompanied by a recommendation in support of such request from the employee's immediate supervisor. Requests will be considered on a case by case basis with final approval of the request being within the sole discretion of the District and not subject to the grievance procedure provided for in Article VI of this Agreement.

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

## B. HOLIDAYS

Full-time employees and twelve (12) month part-time employees will receive time off with pay for the following holidays, provided the holiday occurs during the employee's regularly scheduled work year.

New Year's Day  
 Martin Luther King, Jr.'s Birthday  
 President's Day  
 Good Friday  
 Memorial Day  
 Juneteenth (when it results in school being closed)  
 July 4<sup>th</sup>  
 Labor Day  
 Columbus Day



Veterans Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve\*  
 Christmas Day

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

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

The following paid holidays are granted to regularly scheduled part-time employees: New Year's Day, Memorial Day, Juneteenth (when it results in school being closed), Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Effective July 1, 2024, President's Day will be included for part-time employees.

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

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

## C1. SICK LEAVE

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

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

All employees who qualify for sick leave and use their total accumulated sick leave days will be required from that point on to accrue sick leave. Employees hired after December 1, 1988, and who qualify for sick leave will be required to accrue sick leave. Annual sick leave days may be cumulative to a maximum of two hundred fifty (250) days. For persons

leaving during the year, sick leave will be pro-rated on the basis of the number of months of service rendered.

In deserving cases of serious disability or ailment, the Superintendent of Schools may grant sick leave not to exceed thirty (30) days in advance of accrual. Such decisions shall be final and binding and not reviewable in the grievance procedure, binding arbitration or any legal forum. In the event that an employee is granted any sick leave in advance of accrual and should fail to return to work or fail to complete the necessary time in the employment of the Mohonasen Central School District to accrue the number of days granted in advance, the employee becomes liable for the repayment of that portion of the sick leave not earned, except in case of permanent disability or death.

Full-time employees may use up to ten (10) days of accumulated sick leave on an annual basis for an illness in the employee's immediate family. The Superintendent or his/her designee shall approve all applications for sick leave. Any absence due to illness for which prior approval was not obtained must be called in by the employee to such employee's immediate supervisor at the earliest reasonable opportunity. The employee shall attempt to notify his/her immediate Supervisor via the Supervisor's district provided cell phone (through voice or direct text message). If direct contact with the Supervisor is not made, the employee shall leave a voicemail message and then call the Supervisor's direct school line, again leaving a voicemail message if direct contact is not made. Failure to notify the immediate supervisor will cause such absence to be unauthorized and unpaid. Such notification shall include the employee's expected date to return to work.

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



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

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

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

Job Share - A ten-month employee who works as part of a "job share" will accrue sick leave based on the average number of hours worked per week. For example, an employee who regularly works eight (8) hours every other day will accrue the same sick leave as a part-time employee who works twenty (20) hours per week. An employee who regularly works six (6) hours every other day will accrue the same sick leave as a part-time employee who works less than twenty (20) hours per week.

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

General – In order to avoid abuse of the privilege, nothing less than one-quarter (1/4) day (as determined by the District based on individual employee regular hours) will be acceptable as sick leave.

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

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

## **C2. SICK LEAVE BANK**

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

### **2. Contribution of Days**

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

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

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

Sick Leave Bank members who elect to no longer participate in the Bank should notify the Trustees in writing prior to the end of the second pay period in July. Sick Leave Bank members who elect to no longer participate in the Bank,



leave the employ of the district, or retire will not be eligible to withdraw the days they donated to the Bank. Days donated are non-refundable.

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

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

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

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

For current unit members working less than twenty (20) hours per week and who were not offered the opportunity to join upon being hired, if they elect to join, their effective date will be retroactive to their date of hire.

For current unit members working less than twenty (20) hours per week and who were not offered the opportunity to join upon being hired, they may join even if they have no existing sick leave time, with the understanding that they will donate that sick leave time back to the bank the next time they accrue it.

### 3. Application

- a. Application for Sick Leave Bank shall be limited to a catastrophic and/or prolonged serious illness or disability.
- b. Requests for Sick Bank time must be submitted in writing to the Superintendent with documentation from a physician attached. The doctor's statement shall attest to the catastrophic/serious nature of the illness/disability.
- c. A Sick Leave Bank member is not eligible for days prior to the exhaustion of his/her sick leave and personal time. When it becomes apparent that a member's illness will exhaust that member's

accumulated sick and personal leave time, application can be made for Sick Bank days.

- e. The Sick Leave Bank member making application for use of the days shall submit such medical and/or related information as the Trustees shall request. Decisions will be made on a case by case basis. Upon the Trustees' request, the member will meet with the Trustees, if necessary, to determine whether such application will be approved.

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

#### 4. Usage of Bank Days

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

Sick Leave Bank members participating as of June 30, 2017, may only withdraw an annual (July 1 – June 30) maximum number of days from the Bank equivalent to five (5) times the employee's number of years of District service.

Sick Leave Bank members who join on or after July 1, 2017 may only withdraw an annual (July 1 – June 30) maximum number of days from the Bank equivalent to five (5) times the number of years the employee has participated in the Bank. This shall also apply to any member who previously left the Sick Leave Bank and subsequently rejoins on or after July 1, 2017.

An individual whose illness extends into a second school year must reapply to the Bank.

Sick Leave Bank members who are given days from the Bank are expected to use them in a manner consistent with the intended purpose of the Bank. In the event a member improperly uses days,



he/she will be required to repay the Bank via the District for all days determined by the Trustees to have been used improperly. The Trustees will determine the manner of repayment.

Any sick leave accrued by an employee while using days from the sick bank shall be credited to the Sick Leave Bank, not the employee. In addition, any employee requested use of sick bank days must first exhaust at least fifty percent of any accrued vacation leave before being provided such sick bank days.

#### 5. Bank Trustees

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

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

### C3. SICK LEAVE INCENTIVE

Any part-time employee who has not used any sick leave days or leave without pay days in a school year shall be paid \$500 within thirty (30) days of the end of the school year. Part-time employees regularly working two (2) positions shall be eligible to receive up to

two (2) incentives with each position qualifying separately. For purposes of this provision, personal leave, vacation leave, holidays, bereavement leave, military leave, jury duty, union leave or conferences, shall not be counted as sick leave. Full-time employees who meet the aforementioned criteria will be paid \$1,000.

An employee who retires in accordance with the rules and Regulations of the NYS Employee Retirement System will have his accrued and unused sick leave first utilized pursuant to Retirement and Social Security Law Section 41 for retirement enhancement up to the maximum of 165 days. After such use, all remaining days up to a maximum of 85 days shall be paid at the rate of \$25 per day with such payments being made into a 403b plan as a non-elective contribution.

#### D. PERSONAL LEAVE

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

4 Days:

12 Month Clerical Staff  
Custodians  
Groundskeepers  
Full-Time Transportation Personnel  
Messenger  
Computer Technician  
Computer Heal Desk Specialist  
Senior Computer Technician  
Systems Software Specialist  
Special Education Program  
Assistant

3 Days:

Full-Time Aides and Health  
Office Assistants  
Monitors  
Cooks  
Full-Time Bus Drivers  
Ten-Month Clerical Staff  
Part-time Health Office  
Assistant

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



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

Reasons for personal leave not covered above may be granted by the Superintendent or his/her designee in his/her discretion due to unusual circumstances. The employee requesting such an exception shall notify the Superintendent or his/her designee of the reason for such request.

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

#### **E. PART-TIME EMPLOYEE LEAVE CONVERSION**

##### Part-Time Leave Accrual

As of July 1, 2017 part-time employees leave time will be tracked in hours instead of days. For example, if an employee works 4 hours per day and would have accrued a day of sick time, they will now accrue 4 hours. This will be the case for all leave time; sick, personal and vacation (if applicable).

### Conversion of Time from Days to Hours

All leave time accrued by part-time employees will be converted from days to hours using the same methodology as above. For example, a 4 hour a day employee that enters the year with 20 sick days will now have 80 hours of sick time available (20 sick days multiplied by 4 hours per day).

### Conversion of Time Related to Full-Time and Part-Time

Since full-time employees will still be using days and not hours for their accrual there will need to be an accepted conversion formula for these situations. If a unit member goes from full-time to part-time, or vice versa, their accrual of time will be treated with the same methodology as above to make the conversion. If a part-time employee has 80 hours of accrued sick leave and is then hired as a full-time 8 hour a day employee, they would be credited with 10 sick days (80 hours of accrual divided by 8 hours per day of work). Similarly, if a full-time, 8 hour a day employee changes to part time employment and has 15 sick days accrued they will be credited with 120 hours of sick time (15 days multiplied by 8 hours a day).

## **F. EMERGENCY LEAVE**

1. A maximum of one (1) week's leave with pay will be granted full-time and part-time employees upon the occasion of a death in the immediate family.
2. Upon the occasion of a death of a near relative not residing in the same household, (1) day leave with pay will be granted to full-time and part-time employees to a maximum of two (2) such occasions in any one school year.
3. A maximum of five (5) days leave with pay will be granted to employees upon serious illness in the immediate family. The granting of this leave shall occur after an employee has used the accumulated sick leave for illness in the immediate family as provided for in Section C1 of this Article (ten (10) days for full-time employees and five (5) days for part-time employees).



An additional leave of five (5) days may be granted at the discretion of the Superintendent or his/her designee.

4. The term "*immediate family*" shall be defined as: father, mother, step-parent, brother, sister, son, daughter, husband, wife, grandparents, grandchildren, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, step grandparent, or near relative who resides in the same household, or any person with whom the employee has made his/her home.
5. The term "*near relative*" as used above, shall mean a first cousin, aunt, uncle, niece, nephew.
6. Days not covered above may be granted by the Superintendent or his/her designee due to unusual circumstances

#### G. MISCELLANEOUS LEAVE

1. Extended leaves of absence without pay will be requested to the Superintendent with the reasons stated. The Superintendent may then recommend approval to the Board of Education.
2. Public Obligations
  - a. Any employee elected for jury duty will be granted leave as may be necessary to serve and will be paid the difference between juror's pay and his or her regular pay by the School District while serving.
  - b. Any employee serving jury duty shall not be required to report for jury duty and work consecutively.
  - c. Employees shall be granted such leave with full pay as may be necessary to appear in a court of law as a defendant in an action arising out of the discharge of the employee's duties within the scope of employment.
  - d. Employees shall be granted such leave with full pay as may be necessary to testify in a court of law pursuant to a subpoena except when such employee is a plaintiff, defendant, or

otherwise has an interest in the outcome of the proceedings, less any fees or allowances paid for such court attendance.

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

#### **H. FAMILY MEDICAL LEAVE**

Leave pursuant to the Family and Medical Leave Act (FMLA), as amended, shall be granted in accordance with the law.

Leave time beyond that provided by the FMLA shall only be limited by the provisions of Article IV.

#### **I. BREAST/PROSTATE CANCER SCREENINGS**

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



## ARTICLE V

### EMPLOYEE BENEFITS

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

**B. HEALTH INSURANCE PROGRAM**

1. The School District shall continue to make available the Highmark Northeastern New York PPO 800 Plan ("Highmark") with all benefit levels in effect as of July 1, 2022. Effective July 1, 2022, the Highmark PPO 800 co-pays shall be as follow:

Office Visit	\$25
Radiology/Lab	\$25
Urgent Care	\$35
Outpatient	\$100
Emergency Room	\$150
Ambulance	\$150
Inpatient	\$250

2. Eligible Employees Hired Prior to July 1, 1991 – Contribution Premium Rates

The School District will pay 90% of the premium for individual or family coverage of all employees who were employed prior to July 1, 1991.

3. Eligible Employees Hired July 1, 1991, or Thereafter – Contribution Premium Rates

The School District will pay 80% of the premium for individual or family coverage of all employees who were employed July 1, 1991 or thereafter.

#### 4. Health Insurance Buy-out

Provided at least fifty-five (55) benefit eligible bargaining unit members decline coverage under the District sponsored health insurance plans, such employees shall receive a buy-out. The Association has the responsibility to canvass and secure the number of participants to trigger this benefit and provide such names to the District. The District will assist in timing and any forms required. The buy-out shall be as follows:

- a. In the first year a bargaining unit member opts out, he/she shall receive a one-time payment of \$2,000.
- b. In any subsequent year that a bargaining unit member opts out, he/she shall receive an annual payment of \$1,000. This shall apply to bargaining unit members who were not covered under District insurance in the 2016-2017 school year and continue to opt out of coverage.
- c. Payments shall be made in two equal (50%) installments, one by January 31 and one by June 30 and are based on a full year buy-out.
- d. In any year that the number of bargaining unit members declining coverage under District sponsored health insurance plans falls below 55, no payments shall be made.
- e. Bargaining unit members who elect a buy-out must file written notice of exercising this option, with proof of other health insurance coverage, to the District's business office no later than May 15<sup>th</sup>, for a period of one year, effective July 1<sup>st</sup>.
- f. Bargaining unit members whose spouse is also in the MSSA bargaining unit are eligible for the buy-out at the \$1,000 level.
- g. Re-entry into a Mohonasen health insurance plan will be upon a qualifying event or during an open enrollment period. The buy-out will be pro-rated if the unit member re-enters the Mohonasen health insurance plan during a plan year.



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

8. Dental Care

The current dental care benefits shall continue to be provided by Highmark of Northeastern New York.

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

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

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

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

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

D. Open Enrollment

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

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

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



8. **Grievance committee** shall mean the committee selected to act as such by the Association.

## B. PROCEDURES

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

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

#### C. TIME LIMITS

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



at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### D. STAGES – GRIEVANCE

##### 1. Supervisor

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

##### 2. Chief Executive Officer

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

shall meet and confer with the grievant and the grievance committee, or its representative, and all other parties in interest.

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

### 3. Arbitration

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



4. A copy of the arbitration procedures set forth in this article.
  5. The name and position of the grievant.
- e. Arbitration will proceed before a single arbitrator, except that upon the written request of either party upon the other in the initial demand or within five (5) days after demand has been made by the other party, such arbitration shall proceed before a three (3) member review panel. In the case of a panel, the Association and the Chief Executive Officer shall each select one member of the panel. The two members so selected shall select the third panel member who shall act as chairperson. The procedures of the American Arbitration Association for Labor Arbitration shall be applicable throughout the arbitration process herein provided except as expressly provided otherwise by this article.
- f. The authority and jurisdiction of the single arbitrator or the panel, as the case may be, shall be limited and determined as follows:
1. Neither shall have the power to add to or to subtract from, modify or expand the provisions of this Agreement in arriving at a decision of the issues presented;
  2. Each shall confine his/her/its decision solely to the intent of the parties as expressed by the Agreement;
  3. Each shall consider only the precise issue submitted to arbitration and shall have no authority to determine any other issue or questions not so submitted;
  4. Neither shall include in the decision any observations or declaration of opinion not essential to the decision;
  5. Nor shall the parties hereto be required to do or refrain from doing an act beyond his/her/its or their powers as provided by law or otherwise;
  6. The decision made shall set forth the findings of fact and conclusions upon which the decision is based;

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



## ARTICLE VII

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

#### A. LONGEVITY (All Longevities discussed below are cumulative)

1. All full-time part-time Civil Service employees are to receive a longevity increase as of his/her anniversary date of the completion of the years set forth in the following chart for the sums indicated:

For Part-Time:

<u>Years</u>	<u>Annual Payment</u>	<u>Cumulative Payment</u>
5	\$200	\$200
10	\$200	\$400
15	\$200	\$600
20	\$200	\$800
25	\$200	\$1,000

For Full-Time:

<u>Years</u>	<u>Annual Payment</u>	<u>Cumulative Payment</u>
5	\$500	\$500
10	\$750	\$1,250
15	\$750	\$2,000
20	\$500	\$2,500
25	\$500	\$3,000

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

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

2. A part-time employee who is subsequently appointed to a full-time position (with no break in service) will be entitled to move to the next level of longevity, on the part-time scale, based on the number of years of district service, until such time as he/she is eligible for a longevity increase in his/her full-time position. For example, a part-time employee with 8 years of service, earning a 5 year part-time longevity, will also receive the 10 year part-time longevity after working 2 years as a full time employee. Similarly, if a part-time employee with 3 years of service moves to full-time, without a break in service, they would get the 5 year part-time longevity after 2. Once the employee has worked 5 years in a full-time capacity following any level of part-time longevity, he/she will receive a full-time longevity payment in lieu of the part-time payment.

## B. SHIFT ASSIGNMENTS-TRANSFERS

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

## C. PROMOTION AND VACANCIES

1. First preference for promotions and/or change of shift shall be given to qualified employees on the basis of seniority. Promotions from within the staff are not to be considered automatic. However, the administration shall give first preference, on the basis of seniority, to an employee if in the District's opinion the employee is judged to be the best qualified applicant for the position.
2. Any employee moving to a higher position by means of competitive examination, or temporary provisional appointment, shall be placed on the salary schedule for the higher position, in accordance with Article XI(J).
3. Effective upon ratification of this Agreement, an employee who is requested to serve in a higher classification for six (6) or more consecutive days will be compensated with a 7% bonus of the employee's own daily rate for the time such employee serves in the higher classification beyond the initial five (5) day qualifying period.



4. Notifications for vacant positions shall be posted five (5) working days in advance of filling such positions whenever there will be a job opening, either by upgrading or the creation of a new position, or vacated position except by lateral transfer. Seniority will be a factor in filling such open positions. The Association President will be provided with a copy of such posting within two (2) workdays of the postings.
5. Letters of interest – In June, employees may submit letters of interest for job vacancies that occur during the summer or for the next year. The letter shall include an address and/or phone number where the employee may be contacted during the summer.

#### **D. WORKERS' COMPENSATION**

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

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

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

#### **E. UNIFORMS**

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

Security monitors and food service personnel will be provided uniforms by the District at the District's expense.

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

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

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

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

1<sup>st</sup> instance of noncompliance: verbal warning

2<sup>nd</sup> instance of noncompliance: written warning

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

## F. CERTIFICATION STIPENDS

Where required by the district, unit members shall receive an annual \$500 stipend for each of the following certifications:

Food Service, CDL "A", Pool, Pesticides, Asbestos, Security License, and Lead.

Any food service workers receiving the American Food Service Certification stipend as of June 30, 2017, shall be "*grandfathered*" and will continue to receive such stipend as long as they maintain such certification and continue to be employed in food service.

Each stipend is payable in a lump sum in the last paycheck in June.



## **G. BUS DRIVER RECRUITMENT INCENTIVE**

A recruitment incentive will be paid to any unit member who is instrumental in securing a new bus driver for employment with the District as set forth below:

- a. Any current School District employee who refers a person to the School District as bus driver and that person is qualified and appointed as a bus driver, shall receive a one-time bonus of \$250 following such appointment; and,
- b. If the employee so referred above remains a bus driver employee in good standing with the School District for a period of one year, the referring employee (if still employed by the School District) shall receive a final, one-time bonus payment of \$500.

## **ARTICLE VIII**

### **RECIPROCAL RIGHTS**

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

## **ARTICLE IX**

### **NOTICE OF AGREEMENT**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE X

### RETROACTIVITY OF SALARY RATES

All terms, conditions and provisions set forth in this Agreement shall take effect on the date that both parties sign this Agreement, except that salary rates agreed upon herein shall be applied retroactively with the same effect as though such rates were in effect as of July 1, 2022 for current employees or those employees retiring after July 1, 2022. Retroactive payments to current employees will be made to the later of July 1, 2022, or the current employee's date of hire.

## ARTICLE XI

### COMPENSATION

A. Each member of the bargaining unit shall receive increases in base annual salary, hourly rate, or compensation for the term of this 2022-2027 collective bargaining agreement as follows:

1. General Compensation Increases:

Annual Increase - 2.5% per year for 2022-23 and 2023-24, then 3.0% increase for the 2024-25, 2025-26 and 2026-27 school years.

Starting Salary Ranges for Future Hires. 2022-23 and beyond - An increase in the minimum hourly rate starting with \$14.10 in 22-23, then \$15.00 in 23-24, with 1.5% increase to these rates in 2024-25, 2025-26 and 2026-27.

Driver range increase to \$20.00 - \$22.50 in 2022-23, then 1.5% increases each year thereafter.

Increase Dispatcher and Transportation Assistant starting salaries by \$3,000 each in 2022-23, then 1.5% increases each year thereafter.

Automotive Mechanics increase by \$3,000 in 22-23, then 1.5% increases each year thereafter.

Senior Computer Tech increase by \$5,000 in 22-23, then 1.5% increases each year thereafter.



All remaining title hiring ranges will increase by 1.5% in each of the 5 years.

2. Equity Adjustments for Current Employees:

Move all drivers to either \$22.50 in 2022-23, or increase by \$1.00, whichever is higher.

Increase current Automotive Mechanics by \$4,000, prior to 2.5% increase.

Increase Transportation Assistant and Dispatcher by \$3,000.

3. Non-Base Salary Compensation as Annual Bonuses:

In years 1 and 2 of the contract (2022-23 and 2023-24) each member will receive a payment of 2% of their annual salary as defined below and in years 3-5 of the contract (2024-25, 2025-26 and 2026-27) each member will receive 1% of their annual salary as defined below.

These payments will be paid in equal amounts on or about December 31st and June 30th of each year.

In order to be eligible for this payment employees must have no unpaid leave in the preceding 6 month period.

Percentages will be applied to annual base salary for full-time employees and to anticipated "block hour" earnings for part-time employees.

These payments shall not be added to base salary or wages.

Increases shall be effective each July 1 for twelve (12) month employees and September 1 for ten (10) month employees.

To be eligible to receive any increase due each July 1 (or September 1 for part time employees), full time employees must be a paid employee for at least three (3) months and part time employees must be a paid employee for at least three (3) months. A new employee hired less than three months before the end of the school year on June 30th (i.e. on or after April 1st) may also be increased to the high end of the hiring range commencing on

July 1st upon the recommendation of their supervisor (based on evaluation) and approval of the Superintendent of Schools.

- B. Newly hired employees and current District employees moving to a new job title within the bargaining unit shall be hired or placed within the starting salary ranges as shown on Schedule "B" attached to this Agreement.
- C. Custodial leaders at the Middle School/High\_School will receive an annual stipend of \$4,500. Custodial leaders in each Elementary School and the Center for Advanced Technology (CAT) will receive an annual stipend of \$4,000. The Maintenance Leader shall receive an annual stipend of \$4,500.
- D. Food Service Leaders at the Middle School/High School will receive an annual stipend of \$1,000. Food Service Leaders in each Elementary School and the Center for Advanced Technology will receive an annual stipend of \$750.
- E. Upon expiration of this Agreement, each member of the bargaining unit shall receive a 1% increase in base annual salary or hourly rate each July 1 until such time as a successor agreement is reached. To be eligible to receive any increase due each July 1 (or September 1 for part time employees), full time employees must be a paid employee for at least three (3) months and part time employees must be a paid employee for at least three (3) months.
- F. Residency Coordinator Position - An annual stipend of \$3,000 for the employee who is assigned by the District to perform the duties associated with "Residency Coordinator". Any partial year shall have the annual stipend pro-rated.
- G. A stipend of \$3,000 shall be paid to one main office secretary in each of the school buildings to act as the "principal's secretary" to compensate for additional duties performed with such secretary being selected by the building principal each year. Any partial year shall have the annual stipend pro-rated.
- H. New drivers will receive a sign on bonus of \$500 if they have CDL without passenger endorsement and \$1,000 if no CDL, upon completing first 60 days of driving to compensate for training time.



- I. A new employee who is hired at below the highest level of the position range, may be moved to the highest end of the range upon the completion of one year of service upon the recommendation of their supervisor (based on evaluation) and approval of the Superintendent of Schools.
- J. Promotional Advancement - An employee who is appointed to a promotional position within the District may have his/her salary/wage rate increased by as much as the difference in the starting ranges in the two positions as determined by the District.
- K. Head Security Monitor - An existing member of the security staff who is selected by the District may be designated as "Head Security Monitor" and shall receive an annual stipend of \$4,000 for such duties as coordination of schedules and substitutes, and working with principals to on staff development days to coordinate security monitors. Such duties shall not include evaluation of other security monitors the processing of discipline. Any prior military or police background shall be considered but the ultimate selection is up to the District. Such selection may be made annually by the District. Any partial year shall have the annual stipend pro-rated.

## ARTICLE XII

### RETIREMENT INCENTIVE

Members of the bargaining unit who are eligible to retire in accordance with the rules of the New York State and Local Retirement System (“ERS”) will be eligible to receive a retirement incentive provided the unit member meets the following:

- a. has been employed by the District, at the time of retirement, for a minimum of fifteen (15) years; and
- b. submits an irrevocable letter of resignation for retirement purposes with an effective date not later than June 30, 2027.

The retirement incentive shall be paid into an Employer Non-elective Account pursuant to the applicable laws and regulations pertaining to 403b account. No member may receive a cash payment or other credit for such payments made on or after July 1, 2022. Full-time unit members who meet the above conditions shall receive a credit of \$6,000. Part-time unit members who meet the above conditions shall receive a credit of \$3,000.

This retirement incentive shall sunset on June 30, 2027 and shall have no further force or effect, except as to payments due on or after that date.



**ARTICLE XIII****TERMS OF AGREEMENT**

The term of this Agreement shall be from July 1, 2022 through June 30, 2027.

The parties have reviewed all prior MOA's relating to this bargaining unit and, where agreed, incorporated relevant language into this 2022-2027 collective bargaining agreement. Any prior MOA not included was determined by the parties to be for individual circumstances/members or agreed to be null and void. Thus, this collective bargaining agreement reflects all applicable language as of the date of its execution.

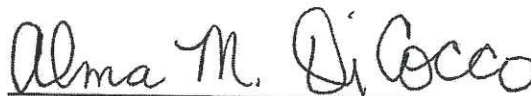
DATED: 1/6, 2023

FOR THE SCHOOL DISTRICT:



\_\_\_\_\_  
Shannon Shine  
Superintendent of Schools

FOR THE ASSOCIATION:



\_\_\_\_\_  
Alma DiCocco  
President

## SCHEDULE A

### Full-Time Positions

<b>Mohonasen Title</b>	<b>Civil Service Title</b>
Accounts Payable	Account Clerk, Account Clerk Typist, Senior Account Clerk
Administrative School Aide	Administrative School Aide
Attendance Clerk - 10 months	Attendance Clerk
Attendance Clerk - 12 months	Attendance Clerk
Auto Mechanic	Auto Mechanic
Cleaner	Cleaner
Clerical - 10 Month - 6.5 hours	Information Processing Specialist I, Typist, Stenographer, Clerk
Clerical - 10 Month - 7.5 hours	Information Processing Specialist I, Typist, Stenographer, Clerk
Clerical - 12 Month	Information Processing Specialist I, Typist, Stenographer, Clerk
Computer Help Desk Specialist	Computer Help Desk Specialist
Computer Technician	Computer Technician
Cook	Cook
Custodian	Custodian
Dispatcher	School Bus Dispatcher
Full-Time Driver	School Bus Driver
Groundsman	Groundsman
Head Custodian	Custodian - Head
Maintenance Helper	Maintenance Helper
Maintenance Mechanic	Maintenance Mechanic
Security Monitor	School Monitor
Senior Computer Technician	Senior Computer Technician
Software Specialist	Software Specialist
SPED Program Assistant	SPED Program Assistant
Transportation Assistant	Transportation Assistant
Teacher Aide	Teacher Aide



**Part-Time Positions**

<b>Mohonasen Title</b>	<b>Civil Service Title</b>
Food Service Helper	Food Service Helper
Health Office Assistant	Health Office Assistant
Messenger	Motor Equipment Operator Light
Teacher Aide	Teacher Aide
Computer Aide	Teacher Aide
Bus Aide	Teacher Aide
Cafeteria Aide	Food Service Helper
Motor Vehicle Operator (Food Service)	Motor Vehicle Operator
Security Monitor	School Monitor
Permanent Part-Time Driver	Bus Driver

**Excluded Positions**

<b>Mohonasen Title</b>	<b>Civil Service Title</b>
Secretary to the Superintendent	Information Processing Specialist I, Typist, Stenographer, Clerk
Secretary to the Assistant Superintendent for Business	Information Processing Specialist I, Typist, Stenographer, Clerk
Secretary to the Assistant Superintendent for Curriculum and Instruction	Information Processing Specialist I, Typist, Stenographer, Clerk
Benefits Administrator	Account Clerk, Account Clerk Typist, Senior Account Clerk
Head Payroll	Account Clerk, Account Clerk Typist, Senior Account Clerk
Payroll Assistant	Account Clerk, Account Clerk Typist, Senior Account Clerk
Head Auto Mechanic	Senior Auto Mechanic
Assistant Director of Transportation	Transportation Assistant Director
Chief of Security	Chief of Security
Director of Facilities	Director of Facilities II or III
Director of Technology	Director of Technology
Supervisor of Accounting and Financial Services	School District Treasurer
Supervisor of Food Services	School Lunch Manager
Director of Transportation	Transportation Supervisor

**SCHEDULE B**  
**Starting Salaries**

**Full-Time Positions**

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2022-23 Starting Salary Range</b>	
Acct. Clk./Accts. Payable - 12 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$30,107	\$32,517
Acct. Clk./Accts. Payable - 10 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$20,554	\$22,609
Administrative School Aide	Administrative School Aide	\$30,624	\$32,736
Attendance Clerk - 10 months	Attendance Clerk	\$20,112	\$22,124
Attendance Clerk - 12 months	Attendance Clerk	\$26,038	\$28,121
Auto Mechanic	Auto Mechanic	\$41,553	\$44,637
Cleaner	Cleaner	\$29,441	\$29,441
Clerical - 10 Month - 6.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$20,554	\$22,609
Clerical - 10 Month - 7.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$23,716	\$26,087
Clerical - 12 Month	Info. Proc. Spec. I, Typist, Steno., Clerk, Mail Clerk	\$30,107	\$32,517
Computer Help Desk Specialist	Computer Help Desk Specialist	\$30,107	\$32,517
Computer Technician	Computer Technician	\$46,922	\$49,737
Cook	Cook	\$21,082	\$23,190
Custodian	Custodian	\$35,323	\$38,422
Dispatcher	School Bus Dispatcher	\$37,367	\$40,116
Full-Time Driver	School Bus Driver	\$34,720	\$39,060
Groundsman	Groundsman	\$35,346	\$38,173
Head Custodian	Custodian - Head	\$38,553	\$41,637
Maintenance Helper	Maintenance Helper	\$30,624	\$32,736
Maintenance Mechanic	Maintenance Mechanic	\$35,346	\$38,173
Security Monitor	School Monitor	\$25,052	\$27,057
Senior Computer Technician	Senior Computer Technician	\$54,546	\$57,519
Software Specialist	Software Specialist	\$48,329	\$51,228
SPED Program Assistant	SPED Program Assistant	\$35,525	\$37,555
Transportation Assistant	Transportation Assistant	\$38,346	\$41,173
Teacher Aide	Teacher Aide	\$18,260	\$18,260



### Full-Time Positions

Mohonasen Title	Civil Service Title	2023-24 Starting Salary Range	
Acct. Clk./Accts. Payable - 12 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$30,559	\$33,004
Acct. Clk./Accts. Payable - 10 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$21,158	\$22,948
Administrative School Aide	Administrative School Aide	\$31,084	\$33,227
Attendance Clerk - 10 months	Attendance Clerk	\$21,158	\$22,456
Attendance Clerk - 12 months	Attendance Clerk	\$27,405	\$28,542
Auto Mechanic	Auto Mechanic	\$42,176	\$45,307
Cleaner	Cleaner	\$31,320	\$31,320
Clerical - 10 Month - 6.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$21,158	\$22,948
Clerical - 10 Month - 7.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$24,413	\$26,479
Clerical - 12 Month	Info. Proc. Spec. I, Typist, Steno., Clerk, Mail Clerk	\$30,559	\$33,004
Computer Help Desk Specialist	Computer Help Desk Specialist	\$30,559	\$33,004
Computer Technician	Computer Technician	\$47,626	\$50,483
Cook	Cook	\$22,163	\$23,538
Custodian	Custodian	\$35,853	\$38,998
Dispatcher	School Bus Dispatcher	\$37,927	\$40,717
Full-Time Driver	School Bus Driver	\$35,241	\$39,646
Groundsman	Groundsman	\$35,877	\$38,746
Head Custodian	Custodian - Head	\$39,131	\$42,262
Maintenance Helper	Maintenance Helper	\$31,083	\$33,227
Maintenance Mechanic	Maintenance Mechanic	\$35,877	\$38,746
Security Monitor	School Monitor	\$25,428	\$27,463
Senior Computer Technician	Senior Computer Technician	\$55,364	\$58,382
Software Specialist	Software Specialist	\$49,054	\$51,996
SPED Program Assistant	SPED Program Assistant	\$36,058	\$38,118
Transportation Assistant	Transportation Assistant	\$38,922	\$41,791
Teacher Aide	Teacher Aide	\$19,425	\$19,425

### Full-Time Positions

Mohonasen Title	Civil Service Title	2024-25 Starting Salary Range	
Acct. Clk./Accts. Payable - 12 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$31,017	\$33,499
Acct. Clk./Accts. Payable - 10 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$21,475	\$23,292
Administrative School Aide	Administrative School Aide	\$31,550	\$33,726
Attendance Clerk - 10 months	Attendance Clerk	\$21,475	\$22,793
Attendance Clerk - 12 months	Attendance Clerk	\$27,816	\$28,971
Auto Mechanic	Auto Mechanic	\$42,809	\$45,986
Cleaner	Cleaner	\$31,790	\$31,790
Clerical - 10 Month - 6.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$21,475	\$23,292
Clerical - 10 Month - 7.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$24,779	\$26,876
Clerical - 12 Month	Info. Proc. Spec. I, Typist, Steno., Clerk, Mail Clerk	\$31,017	\$33,499
Computer Help Desk Specialist	Computer Help Desk Specialist	\$31,017	\$33,499
Computer Technician	Computer Technician	\$48,341	\$51,240
Cook	Cook	\$22,495	\$23,891
Custodian	Custodian	\$36,391	\$39,583
Dispatcher	School Bus Dispatcher	\$38,496	\$41,328
Full-Time Driver	School Bus Driver	\$35,769	\$40,241
Groundsman	Groundsman	\$36,415	\$39,327
Head Custodian	Custodian - Head	\$39,718	\$42,896
Maintenance Helper	Maintenance Helper	\$31,549	\$33,725
Maintenance Mechanic	Maintenance Mechanic	\$36,415	\$39,327
Security Monitor	School Monitor	\$25,809	\$27,875
Senior Computer Technician	Senior Computer Technician	\$56,195	\$59,258
Software Specialist	Software Specialist	\$49,790	\$52,776
SPED Program Assistant	SPED Program Assistant	\$36,599	\$38,690
Transportation Assistant	Transportation Assistant	\$39,505	\$42,418
Teacher Aide	Teacher Aide	\$19,716	\$19,716



**Full-Time Positions**

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2025-26 Starting Salary Range</b>	
Acct. Clk./Accts. Payable - 12 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$31,482	\$34,002
Acct. Clk./Accts. Payable - 10 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$21,797	\$23,642
Administrative School Aide	Administrative School Aide	\$32,023	\$34,232
Attendance Clerk - 10 months	Attendance Clerk	\$21,797	\$23,135
Attendance Clerk - 12 months	Attendance Clerk	\$28,233	\$29,405
Auto Mechanic	Auto Mechanic	\$43,451	\$46,676
Cleaner	Cleaner	\$32,267	\$32,267
Clerical - 10 Month - 6.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$21,797	\$23,642
Clerical - 10 Month - 7.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$25,150	\$27,279
Clerical - 12 Month	Info. Proc. Spec. I, Typist, Steno., Clerk, Mail Clerk	\$31,482	\$34,002
Computer Help Desk Specialist	Computer Help Desk Specialist	\$31,482	\$34,002
Computer Technician	Computer Technician	\$49,066	\$52,009
Cook	Cook	\$22,832	\$24,249
Custodian	Custodian	\$36,937	\$40,177
Dispatcher	School Bus Dispatcher	\$39,074	\$41,948
Full-Time Driver	School Bus Driver	\$36,306	\$40,844
Groundsman	Groundsman	\$36,961	\$39,917
Head Custodian	Custodian - Head	\$40,314	\$43,539
Maintenance Helper	Maintenance Helper	\$32,022	\$34,231
Maintenance Mechanic	Maintenance Mechanic	\$36,961	\$39,917
Security Monitor	School Monitor	\$26,197	\$28,293
Senior Computer Technician	Senior Computer Technician	\$57,038	\$60,147
Software Specialist	Software Specialist	\$50,537	\$53,568
SPED Program Assistant	SPED Program Assistant	\$37,148	\$39,270
Transportation Assistant	Transportation Assistant	\$40,098	\$43,054
Teacher Aide	Teacher Aide	\$20,012	\$20,012

### Full-Time Positions

Mohonasen Title	Civil Service Title	2026-27 Starting Salary Range	
Acct. Clk./Accts. Payable - 12 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$31,954	\$34,512
Acct. Clk./Accts. Payable - 10 months	Acct. Clk., Acct. Clk./Typist, Sr. Acct. Clk.	\$22,124	\$23,997
Administrative School Aide	Administrative School Aide	\$32,503	\$34,745
Attendance Clerk - 10 months	Attendance Clerk	\$22,124	\$23,482
Attendance Clerk - 12 months	Attendance Clerk	\$28,657	\$29,846
Auto Mechanic	Auto Mechanic	\$44,103	\$47,376
Cleaner	Cleaner	\$32,751	\$32,751
Clerical - 10 Month - 6.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$22,124	\$23,997
Clerical - 10 Month - 7.5 hours	Info. Proc. Spec. I, Typist, Steno., Clerk	\$25,528	\$27,688
Clerical - 12 Month	Info. Proc. Spec. I, Typist, Steno., Clerk, Mail Clerk	\$31,954	\$34,512
Computer Help Desk Specialist	Computer Help Desk Specialist	\$31,954	\$34,512
Computer Technician	Computer Technician	\$49,802	\$52,789
Cook	Cook	\$23,175	\$24,613
Custodian	Custodian	\$37,491	\$40,780
Dispatcher	School Bus Dispatcher	\$39,660	\$42,577
Full-Time Driver	School Bus Driver	\$36,851	\$41,457
Groundsman	Groundsman	\$37,515	\$40,516
Head Custodian	Custodian - Head	\$40,918	\$44,192
Maintenance Helper	Maintenance Helper	\$32,503	\$34,745
Maintenance Mechanic	Maintenance Mechanic	\$37,515	\$40,516
Security Monitor	School Monitor	\$26,590	\$28,717
Senior Computer Technician	Senior Computer Technician	\$57,893	\$61,049
Software Specialist	Software Specialist	\$51,295	\$54,372
SPED Program Assistant	SPED Program Assistant	\$37,705	\$39,860
Transportation Assistant	Transportation Assistant	\$40,699	\$43,700
Teacher Aide	Teacher Aide	\$20,312	\$20,312



**Part-Time Positions**

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2022-23 Starting Salary Range</b>	
Food Service Helper	Food Service Helper	\$14.10	\$14.10
Health Office Assistant	Health Office Assistant	\$17.11	\$18.48
Messenger	Motor Equipment Operator Light	\$14.10	\$14.10
Teacher Aide	Teacher Aide	\$14.10	\$14.10
Computer Aide	Teacher Aide	\$14.10	\$14.10
Bus Aide	Teacher Aide	\$14.10	\$14.10
Cafeteria Aide	Food Service Helper	\$14.10	\$14.10
Motor Vehicle Operator (Food Service)	Motor Vehicle Operator	\$14.10	\$14.10
Security Monitor	School Monitor	\$16.14	\$17.43
Permanent Part-Time Driver	Bus Driver	\$20.00	\$22.50

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2023-24 Starting Salary Range</b>	
Food Service Helper	Food Service Helper	\$15.00	\$15.00
Health Office Assistant	Health Office Assistant	\$17.37	\$18.76
Messenger	Motor Equipment Operator Light	\$15.00	\$15.00
Teacher Aide	Teacher Aide	\$15.00	\$15.00
Computer Aide	Teacher Aide	\$15.00	\$15.00
Bus Aide	Teacher Aide	\$15.00	\$15.00
Cafeteria Aide	Food Service Helper	\$15.00	\$15.00
Motor Vehicle Operator (Food Service)	Motor Vehicle Operator	\$15.00	\$15.00
Security Monitor	School Monitor	\$16.38	\$17.69
Permanent Part-Time Driver	Bus Driver	\$20.30	\$22.84

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2024-25 Starting Salary Range</b>	
Food Service Helper	Food Service Helper	\$15.23	\$15.23
Health Office Assistant	Health Office Assistant	\$17.63	\$19.04
Messenger	Motor Equipment Operator Light	\$15.23	\$15.23
Teacher Aide	Teacher Aide	\$15.23	\$15.23
Computer Aide	Teacher Aide	\$15.23	\$15.23
Bus Aide	Teacher Aide	\$15.23	\$15.23
Cafeteria Aide	Food Service Helper	\$15.23	\$15.23
Motor Vehicle Operator (Food Service)	Motor Vehicle Operator	\$15.23	\$15.23
Security Monitor	School Monitor	\$16.63	\$17.95
Permanent Part-Time Driver	Bus Driver	\$20.60	\$23.18

**Part-Time Positions**

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2025-26 Starting Salary Range</b>	
Food Service Helper	Food Service Helper	\$15.45	\$15.45
Health Office Assistant	Health Office Assistant	\$17.89	\$19.33
Messenger	Motor Equipment Operator Light	\$15.45	\$15.45
Teacher Aide	Teacher Aide	\$15.45	\$15.45
Computer Aide	Teacher Aide	\$15.45	\$15.45
Bus Aide	Teacher Aide	\$15.45	\$15.45
Cafeteria Aide	Food Service Helper	\$15.45	\$15.45
Motor Vehicle Operator (Food Service)	Motor Vehicle Operator	\$15.45	\$15.45
Security Monitor	School Monitor	\$16.88	\$18.22
Permanent Part-Time Driver	Bus Driver	\$20.91	\$23.53

<b>Mohonasen Title</b>	<b>Civil Service Title</b>	<b>2026-27 Starting Salary Range</b>	
Food Service Helper	Food Service Helper	\$15.69	\$15.69
Health Office Assistant	Health Office Assistant	\$18.16	\$19.62
Messenger	Motor Equipment Operator Light	\$15.69	\$15.69
Teacher Aide	Teacher Aide	\$15.69	\$15.69
Computer Aide	Teacher Aide	\$15.69	\$15.69
Bus Aide	Teacher Aide	\$15.69	\$15.69
Cafeteria Aide	Food Service Helper	\$15.69	\$15.69
Motor Vehicle Operator (Food Service)	Motor Vehicle Operator	\$15.69	\$15.69
Security Monitor	School Monitor	\$17.13	\$18.50
Permanent Part-Time Driver	Bus Driver	\$21.23	\$23.88