

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF
ROTTERDAM-MOHONASEN CENTRAL SCHOOL DISTRICT
AND
THE MOHONASEN SUPERVISORS ASSOCIATION
JULY 1, 2022 – JUNE 30, 2027

AGREEMENT

This Agreement dated the 14th day of February, 2022, by and between the Board of Education of Rotterdam-Mohonasen Central School District, hereinafter referred to as the Board, and the Mohonasen Supervisors Association hereinafter referred to as the Association, was executed pursuant to Chapter 392 of the Laws of 1967, as amended, entitled The Public Employees Fair Employment Act and commonly known as the Taylor Law.

RECOGNITION STATEMENT

The Board hereby recognizes the Mohonasen Supervisors Association as the exclusive bargaining agent for a Unit consisting of the following positions:

Supervisor of Accounting and Financial Services - 12 month full time position
Director of Facilities – 12 month full time position
Supervisor of Food Services - 11 month full time position
Supervisor of Transportation - 12 month full time position
Head Bus Mechanic – 12 month full time position
Chief of Security – 11 month full time position
Director of Technology – 12 month full time position

GRIEVANCE PROCEDURE

If, during the effective period of this agreement, a situation develops wherein the Association believes the Board has not implemented equitably the terms of this agreement, the Association will proceed as follows:

1. Within fifteen (15) days after the actions or actions alleged to constitute an inequitable application of a term of the agreement, the Association shall file a written report with the Superintendent asking for a meeting to clarify the situation and to attempt in good faith to resolve the grievance.
2. If the grievance is not resolved, the Superintendent will arrange a meeting within thirty (30) days of the date of the written report with representatives of the Board and the Association.
3. If the representatives of the Association and the Board of Education are not able to resolve the grievance, either party may proceed to the next step in the grievance procedure by requesting PERB to furnish the parties the names of five (5) members from PERB's Arbitration Panel to serve as Arbitrator.
4. Within five (5) days (exclusive of Saturday, Sunday and holidays) receiving a list of such names, the Association and the Board will independently eliminate two (2) names from the list and indicate their preference for the remainder, numbering them 1, 2 and 3. Each party will sign such list and return it to the Director of Conciliation of PERB who will designate an Arbitrator.

5. The Arbitrator so selected will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The Arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power or authority to make any decisions, which requires the admission of an act prohibited by law or which violates the terms of this agreement.

The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

The decision of the Arbitrator shall be advisory only and shall not be binding upon either the Board or the Association in any respect, including but not limited to, the recommended remedy.

BENEFITS

1. Health Insurance

Participation in HMO/PPO

Effective July 1, 2006, employees have the option of participating in the Capital District Physicians Health Plan, the Mohawk Valley Physicians Plan or Blue Shield PPO ("Traditional Blue"). If the employee elects to participate in either the Capital District Physicians Health Plan, the Mohawk Valley Physicians Plan, or Traditional Blue, the School District will contribute to the premium cost for such participation as follows:

- a) Effective July 1, 2014, 80% of the premium cost for individual, family or two-person coverage.
- b) Effective July 1, 2018, the health insurance office co-pay will be \$25.00.

Prescription Drug

All Health Insurance Plans, Blue Shield, and Health Maintenance Organizations will be provided prescription drugs consistent with the following:

- a) Effective July 1, 2009, the prescription drug co-pay will be \$5 generic, \$20 formulary, and \$35 non-formulary. Mail order co-pays will be \$10 generic, \$40 formulary and \$70 non-formulary (two co-pays for three prescriptions/three month supply).
- b) Effective April 1, 2003, the prescription drug plan will be administered by a third party administrator to be determined by the District.

Eleven-month supervisors continuing in the employ of the District shall have the District's share of health insurance paid by the District for the month in the summer that they are not reporting to work.

Except as to those persons taking unpaid leave pursuant to the Family and Medical Leave Act, persons taking a leave of absence without pay may continue such insurance by paying both the District and the employee contribution plus a two (2%) percent administrative cost through the District office. Persons on leave who are returning to employment in the District shall not be required to pay the District share for the months of July and August preceding return to employment, the District paying that portion.

The District provides a Flexible Benefit IRS Section 125 Cafeteria Plan. An employee participating in a health insurance plan provided by the District will have his/her premium contribution deducted on a pre-tax basis unless the employee notifies the District in writing that he/she wants to be excluded. An employee may participate in a Flexible Benefit IRS Section 125 plan for purposes of un-reimbursed medical expenses. An employee may participate in a Flexible Benefit IRS Section 125 plan for purposes of child and dependent care.

Members of the bargaining unit who retire directly from the District shall be eligible for continued health insurance coverage under a plan offered by the District. The District shall contribute 65% of the premium cost for individual coverage and 50% of the premium cost for two-person or family coverage. Upon the death of a bargaining unit member his/her spouse/eligible dependents may continue coverage under a District plan at their sole (100%) expense.

2. Dental Insurance

Members of the bargaining unit are eligible for dental insurance through the District. The District shall contribute 70% of the premium cost of an Individual Plan and 60% of the premium cost of a two-person or family plan.

Members of the bargaining unit who retire directly from the District shall be eligible for continued dental insurance coverage. However, the retiree will be responsible for the entire premium (100%) cost.

3. Term Life Insurance

Each unit member will be provided with a contract of term life insurance with a company selected by the district in the face amount equal to twice the member's annual salary up to a maximum of \$100,000 subject to the terms and conditions set forth in such contract under the District's group life insurance policy coverage.

4. Disability Insurance

The District shall provide group disability insurance for each unit member according to the following terms: The insurance will provide 60% of each unit member's salary after a 60-day wait period with a maximum monthly benefit of \$6,000 (guaranteed issue) and \$7,500 subject to medical documentation and approval.

5. Tax Sheltered Annuity

The Supervisors shall be permitted to participate in a tax sheltered annuity plan established pursuant to U.S. Public Law No. 87-370. The cost of administering the program shall be borne by the Board. The District shall contribute \$350 to the tax sheltered annuity of each unit member in each year of the contract that (s)he is employed. Such contributions should be made on or about June 30, provided the unit member served that entire school year.

6. Sick Leave

Each Supervisor will be granted 20 sick days annually, accrued at a rate of 1.67 days per month. Annual sick leave may be accumulated to 11 times the annual sick leave allowance. After five consecutive days of absence the Supervisor will provide a doctor's certificate for the absence.

Supervisors may use up to five (5) days of accumulated sick leave on an annual basis for illness in his/her immediate family (spouse, child, brother, sister, parent, parent-in-law, grandparent, grandparent-in-law, or any person residing with the supervisor as a part of the family), subject to approval of the Assistant Superintendent for Business.

Sick leave, not to exceed twenty (20) days in advance of the accrual, may be requested for a serious disability or ailment. In the event that a supervisor be granted any sick leave in advance of accrual and should fail to return to work or fail to complete the necessary time in employment of the Mohonasen Central School District to accrue the number of days granted in advance, the supervisor will be liable for the repayment of that portion of the sick leave not earned, except in case of permanent disability or death. Advancement of Sick leave under these circumstances shall be granted only for the personal illness of the supervisor. The Board of Education reserves the right to make extensions in individual cases.

Sick Leave Bank

A sick leave bank has been established in conjunction with the Mohonasen Administrators to provide additional sick leave to members who have exhausted their own sick and personal leave and who require additional days for a catastrophic illness or disability. See Attachment "A" for specific guidelines and contribution forms.

7. Personal Leave

Each supervisor will be granted 4 personal leave days annually. Unless an emergency situation exists, a written request will be submitted for approval to the Assistant Superintendent for Business prior to using personal leave. Personal leave not used during the school year may be rolled over into accumulated sick leave.

8. Work Incurred Disability

When a supervisor becomes disabled by reason of injury arising out of and in the course of employment with the District and receives compensation under the Workers' Compensation on account

of such disability such supervisor may elect in writing to use sick leave accruals, if any, for the period of such disability. In the event of such election, the supervisor shall for the period of such disability, not exceeding accumulated sick leave time, be paid the difference between the sums paid under the Workers' Compensation Law and such supervisor's regular rate of pay. The amount so paid by the District shall be deducted from such supervisor's accrued sick leave time on a proportional basis. Sick leave time so deducted will be restored on a proportional basis to the employee's sick leave accruals upon receipt by the employer of reimbursement pursuant to Workers' Compensation Law, section 24 subdivision 4.

9. Holidays

The Mohonasen Supervisors Association will receive the following paid holidays:

- | | |
|------------------------|---|
| New Year's Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth* | Christmas Day |
| July 4th | Washington's Birthday (President's Day) |
| Labor Day | The day after President's Day |
| Columbus Day | |

When the holiday falls on a weekend, supervisors shall have Friday off if the holiday falls on Saturday and Monday if the holiday falls on Sunday.

*Juneteenth shall be a paid holiday only on years when it results in an additional day off of school (as opposed to being celebrated on the weekend only).

10. Vacation

Twelve Month Supervisors:

All twelve (12) month supervisors hired after November 1, 1999 shall receive 20 days of vacation annually on the date of hire. Vacation will be pro-rated for less than 12 month service the first year. Vacation leave must receive the prior approval of the Assistant Superintendent for Business before it may be used. A maximum of ten (10) vacation days may be accumulated and carried forward. An additional one (1) vacation day will be available for each five (5) years of supervisory service with the district.

Eleven Month Supervisors:

All eleven (11) month supervisors hired after November 1, 1999 will be entitled to ten (10) vacation days from September 1st through June 30th, and all legal holidays received by twelve (12) month supervisors upon the date of hire. Vacation will be pro-rated for less than 11 month service the first year of employment. After the completion of 1 through 3 years supervisory service, an additional day (1) will be granted for each year of service after the completion of four (4) years of supervisory service, up

to a maximum of 21 vacation days. Hence all eleven month supervisors will receive the following 'vacation leave:

After completion of 1 thru 3 years	10 days
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 years	15 days
After completion of 9 years	16 days
After completion of 10 years	17 days
After completion of 11 years	18 days
After completion of 12 years	19 days
After completion of 13 years	20 days
After completion of 14 years	21 days

A maximum of ten (10) vacation days may be accumulated and carried forward.

Unused vacation day payment:

A supervisor unable to use all of his/her vacation allocation in a given year may request payment at his/her per diem rate of pay for each unused day of vacation (up to a maximum of six (6) days of that year's vacation allocation) in excess of the ten (10) days he/she is permitted to carry-forward to the following year.

Vacation while school is in session:

Requests to use vacation time during the school year should be made to the Assistant Superintendent for Business as far in advance as possible, but no less than one calendar week (seven days) in advance. Requests should be for no more than five (5) consecutive days. 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 in this Agreement.

Vacation days payment upon Resignation:

Unit members employed by the district after November 1, 1999, who resign from the Mohonasen School District will receive a payment for the full complement of unused vacation days carried forward from the year immediately preceding the year of resignation, plus a prorated number of vacation days for the period of his/her employment during the year in which his/her employment terminates.

Unit members employed by the district prior to November 1, 1999, who resign from the Mohonasen School will receive a payment for the full complement of unused vacation days for the period of his/her employment during the year in which his/her employment terminates.

11. Emergency Leave

Each supervisor shall be granted a maximum of five (5) days of leave, subject to approval of the Assistant Superintendent for Business, with full pay during each school year because of death in his/her immediate family (spouse, child, brother, sister, parent, grandparent, grandchild, parent-in-law, grandparent-in-law, or any person residing with the supervisor as a part of the family).

Upon the occasion of the death of a near relative (aunt, uncle) not residing in the same household, one (1) day leave with pay will be granted.

A supervisor may take a personal leave when such supervisor requires an absence during school hours as a result of the death of any person not described in these paragraphs. An additional leave of five (5) days may be granted at the discretion of the Superintendent. Such leaves shall not be cumulative and shall not be charged against sick leave or other leaves of absences.

A supervisor may be granted an extended leave of absence without pay of up to one (1) year for the purpose of caring for a seriously ill member of his/her immediate family (spouse, child, brother, sister, parent, grandparent, grandchild, parent-in-law, grandparent-in-law, or any person residing with the supervisor as part of the family). The Board may also grant additional leave without pay for these purposes.

Each Supervisor may be granted a maximum of five (5) days leave with pay upon the serious illness in his/her immediate family.

12. Leave Without Pay

Leaves without pay may be granted at the discretion of the Board of Education.

13. 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 FMLA shall only be limited by the provisions of Sick Leave described earlier in this Agreement.

14. 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 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.

15. Blood Donation

Labor Law Section 202-1 which became effective on December 13, 2007 requires employers of more than twenty (20) employees to grant each member of a bargaining unit one of the following:

- Three (3) hours of leave of absence in any twelve (12) month period. Such leave time is not paid for by the district.

OR

- Allow members of the bargaining unit without use of accumulated leave time, to donate blood during work hours at least two (2) times per year at a convenient time and place set by the employer.

16. Conference and Workshop Leave

Conference and workshop leave for professional development may be granted with the prior permission of the Assistant Superintendent for Business.

17. Public Obligations

- a) Supervisors will be granted such leave with full pay as may be necessary to perform jury services, less any fee or allowance paid for such jury services.
- b) Supervisors shall be granted such leave with full pay as may be necessary to appear in a court of law a defendant in an action arising out of the discharge of the supervisor's duties within the scope of employment.
- c) Supervisors 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 supervisor 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. Leaves with pay granted pursuant to this section shall not be charged against sick leave.

18. Enhanced Professional Growth

Each unit member will be entitled to be reimbursed for fees and/or dues paid for membership in professional organizations to a maximum of \$250 in any one calendar year provided the unit member has submitted appropriate documentation showing membership in the designated organization(s) for which reimbursement is requested. Alternatively, each member will be entitled to be reimbursed for fees and/or expenses paid for electronic devices or subscriptions utilized in the course of their professional duties. This includes, but is not limited to, reimbursement for cell phones and cell phone plans.

The Supervisor of Transportation and the Head Bus Mechanic will both be eligible for full reimbursement for the renewal of their CDL license in addition to the \$250 referred to in the prior paragraph.

19. Length of Work Year

All twelve (12) month Supervisors will work July 1 through June 30. All eleven (11) month Supervisors will work September 1st through June 30th, and twenty-two (22) days during July and August as agreed upon with the Assistant Superintendent for Business, inclusive of the last week of summer prior to Labor Day.

20. Salary

Supervisors employed with the district as of July 1, 2022 will have a 3% increase in their salary base for the 2022-23 year and 3% increase in their salaries on July 1st of each additional year with the final annual 3% increase being on July 1, 2026. In the first year of the contract the Head Mechanic's salary base will be raised by \$1,500 and then have the 3% increase applied. Also in the first year of the contract the Director of Technology's salary base will be raised by \$5,000 and then have the 3% increase applied.

The salary of any new hire within the association during the length of this contract shall be negotiated individually.

21. Equity Adjustments

The Superintendent of Schools may recommend equity salary adjustments for identified positions in the unit on a selective basis to the Board of Education.

22. Longevity Payments

Payment for longevity shall be granted on the anniversary date of employment in the district, not date of hire in the position. Payments shall be increased after the completion of 5, 10, & 15 years of continuous service. Said payments shall be cumulative and shall not be included in the calculation of the base salary. Said payments are as follows:

<u>2022-23 and thereafter</u>	
<u>Service</u>	<u>Amount</u>
5	\$900
10	\$1,000
15	\$2,100

23. One Time Payments

In recognition of extra duties and responsibilities undertaken by unit members during the pandemic, the District will make one time payments to members as follows:

David Rickard: \$2,000
Randy Jerreld: \$2,000
James Dilbone: \$2,000
Kim Gagnon: \$2,000

Tracey Freemantle: \$1,000
Michael Sherman: \$1,000

Recipients may choose to divide (in any portion) the one time payments over the course of two years if desired; otherwise, payments will be made prior to July 1, 2022.

24. Health Insurance Buy-Out

Starting in the 2017-18 school year any supervisor who does not take district health insurance will be eligible for a buy-out. The amount of the buy-out will be as follows: supervisors who did not have health insurance through the district in the prior year will be eligible for a \$1,000 payment; supervisors who did take insurance through the district in the prior year will be eligible for a \$2,000 payment in the first year of not taking insurance and \$1,000 in each additional year of not taking school district insurance. Unit members are only eligible for the \$2,000 payment one time during their employment regardless of how many times they come on and off district insurance.

25. Amendment

This agreement shall not be altered, amended, or changed except in writing and signed by both the Board and the Association, which writing shall be appended hereto and become a part thereof. All previous MOAs between the District at the MSA have either expired or have been incorporated into this agreement.

26. Term of Agreement

The effective dates of this agreement shall be from July 1, 2022 through June 30, 2027.

ASSOCIATION



Jamie Dilbone / Tracey Freemantle

Date: 2.18.22

Superintendent of Schools



Shannon Shine

Date: 2.18.22