

MEMORANDUM OF AGREEMENT dated this 14 day of January, 202 1 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MOUNT PLEASANT CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and or "DISTRICT") and the negotiating representatives of the MOUNT PLEASANT SCHOOL RELATED EMPLOYEES' ASSOCIATION, Local 4857, NYSUT, AFT, AFL-CIO (hereinafter referred to as the "UNION")

A. General:

The labor agreement between the parties for the period of July 1, 2015-June 30, 2020 expired on June 30, 2020. The parties herewith agree that said agreement shall be modified effective as of July 1, 2020 and shall be in effect for three (3) years to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expired contract. Except for the changes to said agreement expressly set forth herein and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

B. Contingencies:

1. This agreement is subject to formal ratification by the BOARD and the membership of the UNION. Such ratification shall occur within **sixty (60) days** of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.

2. The parties agree to incorporate this Memorandum of Agreement into a more formal written agreement.

C. Terms:

1. Compensation:

- a. Effective July 1, 2020 a new step 12 will be added to the Teacher Aide wage schedule. Employees who ended the 2019-2020 school year on step 11 will be placed on step 12 effective July 1, 2020, in accordance with the below salary schedule.
- b. The hourly rate schedule in Section 3.1 of the Collective Bargaining Agreement (CBA) will be replaced with the following:

Step	School Monitors			Teacher Aides		
	2020-2021	2021-2022	2022-2023	2020-2021	2021-2022	2022-2023
1	16.23	16.31	16.51	17.79	17.88	18.10
2	16.83	16.92	17.13	18.46	18.55	18.78

3	17.49	17.57	17.79	19.26	19.35	19.59
4	18.14	18.23	18.46	20.27	20.37	20.62
5	18.45	18.54	18.77	21.30	21.40	21.67
6	18.80	18.90	19.14	22.02	22.13	22.41
7	19.07	19.17	19.41	22.73	22.85	23.14
8	n/a	n/a	n/a	23.39	23.50	23.79
9	n/a	n/a	n/a	23.82	23.94	24.24
10	n/a	n/a	n/a	24.30	24.42	24.73
11	n/a	n/a	n/a	24.64	24.77	25.08
12	n/a	n/a	n/a	25.00	25.13	25.44

- c. The above schedule will go into effect as of the second paycheck following ratification.
- d. Retroactive payments
  - i. Retroactive payments will be provided for annualized salary compensation only from July 1, 2020 to the date of implementation noted in C. 1. c. above based on the employees work schedule.
  - ii. The retroactive payments will be paid to employees who:
    - 1. Are currently employed on active payroll as of the date of ratification of this agreement, and
    - 2. Remain employed on active payroll through and including the last day of school in June 2021
  - iii. Employees who resign or are terminated prior to the completion of the 2020-2021 school year will forfeit any retroactive payments otherwise due to them as per this agreement.
  - iv. Retroactive payments will be made to eligible employees no later than June 30<sup>th</sup>, 2021
  - v. Retroactive payments are only applicable to base payroll. No other compensation in the CBA is subject to retroactive payments.

2. Longevity:

- a. Section 3.5 of the Collective Bargaining Agreement (CBA) will be replaced in its entirety as noted below:

Current Language:



**Longevity.** A longevity payment in the amount of \$0.80/hr. non-compounding stipend commencing with the unit member's fifteenth (15th) year of service in the District as a Monitor or Teacher Aide shall be granted to unit members (i.e., the hourly rate of pay will be \$0.80 above the then-current top step hourly rate). A longevity payment in the amount of \$1.00/hr. non-compounding stipend commencing with the unit member's twentieth (20th) year of service in the District as a Monitor or Teacher Aide shall be granted to unit members (i.e., the hourly rate of pay will be \$1.00 above the then-current top step hourly rate).

New Language:

**Longevity:** A non-compounding longevity amount will be added to the employee's hourly rate of pay based on their years of service with the district as a Monitor or Teacher Aid according to the following schedule:

Commencing with the following years of service	2020-2021	2021-2022	2022-2023
10	\$0.00	\$0.15	\$0.30
15	\$0.80	\$0.95	\$1.10
20	\$1.00	\$1.15	\$1.30

3. Sick & Personal Leave –

- a. Revise Section 2.3 B to permit accumulation of up to fifty (50) unused sick leave days.
- b. Add to Section 2.3 the following:

**Family Sick Leave -** Family Sick Leave-Unit members shall be permitted to use no more than twelve (12) days of accrued sick leave days each year for the purposes of caring for a family member suffering from an illness. For the purposes of this benefit "family" shall be defined as husband, wife, domestic partner or dependent children.

Unit members shall be required to submit a doctor's note that includes information relating to a diagnosis of the family member's medical condition including symptoms, regime of continuing treatment and prognosis for return to work or re-evaluation. Said doctor's note shall be submitted after three (3) consecutive work days of absence in the case of family illness.

- c. Update Section Two with the following:

***A unit member must complete five months of acceptable service before being eligible for sick and personal time.***

4. Semi-Monthly Pay: Update section 3.8 Annualized Wages to include the following:

"Notwithstanding the above, the district may implement a semi-monthly pay frequency, provided the District is successful in revising the pay periods for the District's other bargaining units."

5. Direct Deposit - Effective July 1, 2020, or at any time thereafter, the District reserves the right to implement a requirement for direct deposit for all unit members.
6. Agency Shop Fees – delete contract Section 1.9 C & D
7. District-Hired Security - District maintains the option to utilize contracted or district-hired security guard personnel to fill vacancies for school monitor positions at front desks both temporarily and permanently for security purposes.

8. **Section 2.10 Bereavement Leave – Add the following:**

*A unit member may be granted, at the sole discretion of the District, one (1) day of paid bereavement leave for a deceased person other than immediate or intermediate family member as defined in section 2.10, subject to the unit member demonstrating, in writing, a close personal relationship with the deceased. In the event said paid day is not approved said unit member will be granted one (1) day of unpaid bereavement leave for a deceased person other than immediate or intermediate family.*

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_, 202\_\_.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR THE UNION:

*Carmine Legayola* - President  
*Janice Dunne* Vice-President

FOR THE DISTRICT:

*Kristen J. Pata*, Superintendent of Schools  
*CEB* - Dir. of Business Admin