AGREEMENT

BETWEEN

MANHASSET UNION FREE SCHOOL DISTRICT

- and -

MANHASSET EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Effective: July 1, 2019 - June 30, 2023

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AGREEMENT between the MANHASSET UNION FREE SCHOOL DISTRICT (the "District") and the MANHASSET EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (the "Association") made this 6 day of March, 2021 as follows:

ARTICLE I - RECOGNITION

The District recognizes the Association as the exclusive negotiating agent for unit members in a unit consisting of nurses, computer technicians, information technology assistant manager, security guards, security aides, cleaners, maintainers, maintainer helpers, groundskeepers, teaching assistants, supervisory aides, clerical unit members, central office receptionist, duplicating machine operators, health aides, messengers, and excluding head custodians, assistant head custodians (evening cleaning supervisors), supervisor of buildings and grounds, administrative assistant, bookkeeper, secretary to the Superintendent of Schools, secretaries to the Assistant Superintendents, administrative officer, business office clerks, junior accountants, accountants, supervisor for transportation/central registrar and all other unit members.

ARTICLE II - DEFINITIONS

- A. "<u>UNIT MEMBER</u>" means a person employed full- or part-time in one of the job titles described in Article I for a period of more than forty-five (45) days.
- B. "FULL-TIME UNIT MEMBER" means a unit member who provides service to the District for the normal workday, workweek and work year as set forth in the annexed Schedules A, B, and C.
- C. "PART-TIME UNIT MEMBER" means any unit member who provides service to the District for twenty (20) hours or fewer per workweek.
- D. "PARAPROFESSIONAL" means teaching assistants, supervisory aides and health aides.
- E. "RETIREMENT" means full retirement under the New York State Unit members Retirement System or New York State Teachers Retirement System and does not mean separation in vested status from service.
- F. "CLERICAL" means clerk typists, stenographers, senior stenographers and stenographic secretaries.

G. "SUPERINTENDENT" means the Superintendent of Schools of the District or his/her designee.

ARTICLE III - TERMINATION OF EMPLOYMENT

A. Resignation

A unit member who intends to resign shall inform his/her supervisor in writing no less than ten (10) working days (i.e., excluding any personal or vacation days to be taken) prior to the intended date of resignation. Unit members who fail to give the District at least two (2) weeks (10 working days) prior notice of resignation, shall be docked one (1) day's pay for each day less than two (2) weeks (10 working days) of notice.

B. Retirement

A unit member who intends to retire or separate in vested status from service shall inform his/her supervisor in writing no less than four (4) months prior to the intended date of retirement. Upon request of the unit member, the District may, in its sole discretion, waive any portion of the four-month notice, which decision shall not be grievable.

ARTICLE IV - UNIT MEMBER FILES AND EVALUATION PROCEDURES

A. Unit member Files

- 1. A file will be maintained for each unit member in the Central Administration Office.
- Unit members shall have the right to review their files, except material of a
 confidential nature, during normal business hours and to make copies of materials
 therein. An administrator must be present during the unit member's review of their
 personnel file.
- 3. Unit members shall have the right to have an Association representative accompany them when they review their files.
- 4. Unit members shall have the right to append their remarks to any document in their files of an evaluative nature within fifteen (15) working days after notification that the document is going to be placed in their files.
- 5. Grievances, grievance claims, and other material relating to grievances shall not be placed in unit member files.

B. Evaluation Procedures

- All unit members will be evaluated no less than once per year in accordance with procedures to be developed by the Superintendent, which procedures may be changed from time to time at the discretion of the Superintendent consistent with the provisions of this Article.
- 2. Upon receiving evaluation reports, unit members shall have the right to confer with their supervisors.
- 3. Unit members shall sign their evaluation reports, verifying that they have read the reports.
- 4. An unsatisfactory rating following an evaluation shall result in the denial by the District of thirty (30%) percent of the next scheduled annual salary increase. The District's determination shall be subject to the following procedural provisions:
 - a. A supervisor shall inform a unit member in writing by February 15 that he/she is considering recommending to the Superintendent that such unit member be given an unsatisfactory rating, which shall result in the withholding of thirty (30%) percent of that unit member's salary increase for the next school year unless that unit member's performance improves by June 1. Any such unit member shall have been evaluated in writing prior to February 15.
 - b. A unit member who receives such a notice shall sign it to signify its receipt by February 15.
 - c. Supervisors shall make every reasonable effort to assist such unit members to improve between February 15 and June 1.
 - d. Supervisors shall inform such unit members in writing by June 1 that their performance has improved satisfactorily or that it has not.
 - e. Unit members who are rated unsatisfactory shall be informed in writing of the final determination by the Superintendent by July 1.
 - f. This evaluation system shall not restrict the authority of the District to discipline and/or terminate unit members in the manner provided in, and to the extent permitted by, applicable laws and regulations.

ARTICLE V - WORKDAY, WORKWEEK AND WORK YEAR

- I. The normal workday and workweek and work year for unit members shall be as set forth in the annexed Schedules A, B, and C.
 - A. All workdays are exclusive of lunch but include one (1) a.m. break, such break not to exceed fifteen (15) minutes. Lunch and break times will be posted by the District.
 - B. There shall be no reduction of the normal workday on days prior to holidays. Any reduction in the workday shall be at the sole discretion of the Superintendent of Schools.

C. Work Outside of Regular Work Year

Unit members who perform service beyond their work year as defined in Schedules A through C shall be compensated at their regular hourly rate-

D. Emergency Snow removal

All Buildings and Grounds unit members shall be required to report for work, upon request, for emergency snow removal. Such assignment shall be offered to said unit members in order of seniority. If an insufficient number of said unit members shall volunteer, unit members may be assigned to report for such work in inverse order of seniority. Unit members shall be paid at the double time rate for emergency snow removal.

E. Cleaners

Cleaners shall have no change to their shifts in the summer months. Cleaners who are regularly scheduled to work Saturdays or Sundays shall have those days be treated, for all purposes, as normal workdays (including for taking leave).

F. Teaching Assistants and Supervisory Aides

Teaching assistants and supervisory aides assigned to the Secondary School typically combine their 30-minute lunch period and 15-minute break into one 45-minute lunch period, which accommodates the school's 42-minute teaching periods and four-minute passing time. When special events or assemblies are held, creating "X Day" scheduling, teaching assistants and supervisory aides are unable to take their 15-minute break. Thus, these unit members will be given release time for the 15-minute break times which are lost

on X Days. This release time (i.e., 15 minutes multiplied by the number of X days in a given school year) will be made up by permitting these unit members to leave school early on the Secondary School's parent-teacher conference day held in the Fall of each year.

II. Work Year for Ten Month Secretaries

Each ten (10) month secretary shall be required to work in his/her respective positions for up to four (4) additional days immediately preceding September 1st. The unit member and his/her immediate supervisor may mutually agree to have the unit member work the additional days during a different time period between July 1st and September 1st.

III. Notwithstanding the provisions of paragraph I.(C) above, all unit members shall be required to attend up to seven (7) meetings with administration, after school, each year. Unit members shall not be compensated for attending said meetings. The meetings shall be one hour in length; however, the District, shall have the ability to consolidate said meetings for a period of more than one hour. In no event shall unit members be required to attend more than seven (7) hours of meetings in any one year.

ARTICLE VI - COMPENSATION

A. Salary

1. Annualization of Salaries: Salaries for the seven groups of unit members listed below, who work full-time, are annualized based upon the indicated number of hours of service as follows:

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12 Month Clerical = 1,746.5 Hours
10 Month Clerical = 1,400.0 Hours
Supervisory Aides, Teaching Assistants, RN (7 Hours) = 1,372.0 Hours
Supervisory Aides, Teaching Assistants, RN (6 Hours) = 1,176.0 Hours
Custodial, Technology, Facilities, Messenger = 2,059.5 Hours
Security (8 Hour) = 1,568.0 Hours
Security (6 Hour) = 1,176.0 Hours
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Annualized salaries for those unit members in these groups who work less than full time shall be pro-rated accordingly.

- 2. a. Effective July 1, 2019, the 2018-19 salary schedules shall be increased by 1.75% step movement shall be made.
 - b. Effective July 1, 2020, the 2019-20 salary schedules shall be increased by 1.25%; step movement shall be made.

- c. Effective July 1, 2021, the 2020-21 salary schedules shall be increased by 1%; step movement shall be made.
- d. Effective July 1, 2022, the 2021-22 salary schedules shall be increased by 1%; step movement shall be made.
- 3. Only unit members hired on or before February 1 of the contract year shall be eligible for increments, if due, effective July 1 of the following contract year.
- 4. New unit members shall be placed on Step 1-3 on the appropriate salary schedule except in extraordinary circumstances.
- 5. Effective July 1, 2019, the frozen steps between 15 and 20 on salary schedules shall be eliminated by evenly dividing the difference and applying to salary steps 16, 17, 18, and 19. This modification shall be reflected in Attachment A, salary schedules.
- 6. Effective July 1, 2019, the Clerk Typist salary column shall be modified as reflected in Attachment A, salary schedules.
- 7. Unit members who attained step 20 in the 2017-2018 school year or earlier shall receive a one-time payment of \$300, not added to base salary, in the first pay period in October 2020, provided that such unit members continue to be employed as of the first pay period of October 2020.
- 8. Night differential pay (annual) for cleaner liaison at an elementary building shall be \$3,000, and \$5,000 at the Secondary School.

B. Overtime

1. Work that is required by the District of unit members in any day in excess of the unit member's normal workday as defined in Article V shall be compensated at one and one-half times the regular hourly rate of each hour worked above the normal workday, or at the option of the unit member, by compensatory time for each hour worked above the normal workday; provided, however, that if the unit member's workday as defined in Article V is six (6) hours, then the first hour worked in excess of the workday shall be compensated in pay or compensatory time at straight time, not time and one-half. Unit members opting for compensatory time may not accrue more than fourteen (14) hours of compensatory time per school year. Unit members opting for

- compensatory time shall give two weeks' (10 working days) notice, in writing, to his/her immediate supervisor of a request to use accrued compensatory time off.
- 2. Custodial workers who are required by the District to work on holidays as defined in Article IX, Section A shall be compensated by an additional one and one- half times their regular hourly rate for each hour worked, or at the option of the unit member, by compensatory time for each hour worked on a time and one-half basis. Unit members opting for compensatory time may not accrue more than fourteen (14) hours of compensatory time, per school year. Unit members opting for compensatory time shall give two weeks' (10 working days) notice, in writing, to his/her immediate supervisor of a request to use accrued compensatory time off.
- 3. Overtime shall be offered to cleaners, custodians and maintainers only on a rotating basis to full-time then to part-time cleaners, custodians and maintainers in order of seniority in the title. Seniority for this purpose shall be determined for cleaners on a building-by-building basis, and calculated by total months of service. Notwithstanding the foregoing, the District shall be permitted to distribute assignments without doing so on a rotating basis in order of seniority provided the administration determines that special skills are required for a particular overtime assignment. In such event, the District may distribute such overtime assignment to the unit member it deems to be the most qualified to perform said overtime assignment, without the consideration of seniority. In the event an overtime assignment is distributed in the above-referenced manner, the administration shall ensure that all of the unit member(s) within title will have been offered a substantially equal amount of total overtime by the end of the school year.

C. Longevity

- 1. Full-time unit members who have completed ten (10) years of continuous District service, and who have not previously been paid a longevity payment shall receive a one-time, lump sum longevity payment (not added to base salary) of One Thousand Five Hundred (\$1,500.00) Dollars. Said payment for part-time unit members shall be pro-rated for part-time unit members.
- 2. Full-time unit members who have completed fifteen (15) years of continuous District service shall receive a \$500.00 annual lump sum longevity payment. Said payment

shall not be added to base salary, and shall be prorated for part-time unit members.

- 3. Full-time unit members who have completed twenty (20) or more years of continuous District service shall receive a one-time, lump sum longevity payment (not added to base salary) of One Thousand Dollars (\$1,000.00). Said payment shall be pro-rated for part-time unit members.
- 4. "Full-time service" for purposes of longevity eligibility shall mean 35 or 40 hours per week, as applicable.
- 5. Should a unit member reach the years of service benchmarks noted above on or before September 15th (i.e., between and inclusive of the dates February 2nd -September 15th), longevity payments shall be payable in the first pay period in October. For example, a unit member who began employment with the District on September 1, 2000 and reaches completion of 20 years on September 1, 2020 would receive his/her longevity payment in the first pay period in October 2020. Should a unit member reach the years of service benchmarks noted above on or before February 1st inclusive of the dates September 16th February 1st, longevity payments shall be 1st (i.e., between and payable in the first pay period in February. For example, a unit member who began employment with the District on January 2, 2000 and reaches completion of 20 years on January 2, 2020 would receive his/her longevity payment in the first pay period in February 2020.

D. Mileage Reimbursement

The District will reimburse unit members for use of private vehicles on school business or who, by assignment, must travel between two (2) separate school sites in a given workday at the current IRS rate.

E. Uniforms

New cleaners, maintainers, groundsmen, security guards and messengers shall receive five shirts, five pairs of trousers, and a choice of one three-season jacket or one winter parka, or one fleece vest, or thermal sweatshirt. Thereafter, such unit members shall receive three items (i.e., either shirts and/or trousers) per year, unless, with the approval of the Director of Facilities, other items are needed. Unit members shall wear their uniforms at all times that they are on duty and shall keep them neat and clean.

F. Emergency Call-In

Custodial workers shall be paid for a minimum of two and one-half (2 ½) hours if they are called in on an emergency basis to perform services on their days off or on holidays.

G. MEA Schedule C

Unit members who are assigned to perform work covered by Schedule C of the District's collective bargaining agreement with the Manhasset Education Association shall be compensated in accordance with said Schedule. Schedule C assignments shall be offered first to MEA bargaining unit members. If the assignment is not filled, it shall be offered to MESPA bargaining unit members. If the assignment remains unfilled, it may be offered to non-bargaining unit members. Any and all disputes concerning Schedule C positions shall be facilitated and/or resolved pursuant to the collective bargaining agreement between the Board and the MEA.

H. Reimbursement for Job Related Courses

The District will pay for job-related courses which have been approved in advance by the Superintendent or his/her designee, upon presentation of evidence of satisfactory completion of the course.

I. Section 125 Plan

The Plan in effect in the District permits unit members to pay for portions of their health insurance premiums, non-reimbursable medical and childcare expenses with pre-tax dollars. It is understood that before the pre-tax contributions are implemented, any unit member making such contributions shall first agree in writing to indemnify and save the District harmless against any and all claims and/or liabilities, including fees, that arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Section. The Flexible Spending Account administrative fee charged to the Manhasset Educational Support Personnel Association shall be the same as that charged to the Manhasset Education Association.

J. Registered Nurses' and Teaching Assistants' Bonus

1. An annual bonus shall be paid in accordance with the following:

Registered Nurses

Teaching Assistants¹

School Nurse Certification: \$500.00

Bachelor's Degree in Education: \$500.00

Bachelor's Degree: \$750.00

Master's Degree in Education: \$750.00

Master's Degree: \$750.00

2. Said unit members shall be eligible for either the Bachelor's Degree bonus or the Master's Degree bonus, but not both.

Teaching Assistants hired prior to July 1, 2019 who currently possess a Bachelor's 3. or a Master's degree in any discipline shall be eligible for either the Bachelor's Degree or the Master's Degree bonus, but not both. Teaching Assistants with a starting date on or after July 1, 2019 must possess a Bachelor's or a Master's Degree in Education or in a relevant discipline as determined by the District, which decision shall not be grievable.

Said bonus shall not be added to base salary and shall be pro-rated for part-time unit 4. members.

K. Differential

Unit members who are involuntarily transferred to the evening shift shall receive a ten (10%) percent salary differential.

L. Emergency School Closing

All part-time unit members shall be compensated for the hours that they typically work during regular school hours if the District declares an emergency school closing.

ARTICLE VII - TIME RECORDS

Unit members shall sign in with scancard at time of arrival at the beginning of each workday and sign out with scancard at time of departure at the end of each workday, pursuant to procedures to be established by the Superintendent.

ARTICLE VIII - RETIREMENT

The District shall continue to provide health insurance coverage into retirement for unit members who retire with ten (10) or more years of full-time service to the District. Said coverage shall be in accordance with the respective plan applicable to them at the time of execution of this agreement. A unit member receiving health insurance coverage into

¹ Excluding teaching assistants assigned to computer labs.

retirement shall continue to pay the same percentage of the premium contribution he/she was contractually required to pay as an active unit member on the day preceding the retiree's effective date of retirement. Said contribution shall be that percentage, multiplied by the premium in effect for each year of retirement.

<u>ARTICLE IX - HOLIDAYS, VACATIONS, LEAVES</u>

A. Holidays

1. All unit members, except part-time unit members, with a twelve (12)-month work year shall receive the following paid holidays in each work year:

Fourth of July

Labor Day

Rosh Hashanah and the day after

Yom Kippur

Columbus Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

New Year's Day

Martin Luther King's Birthday

Lunar New Year

Presidents' Day

Good Friday

Memorial Day

2. All unit members, except part-time unit members, with a ten (10)-month work year shall receive the following paid holidays in each work year:

Labor Day

Rosh Hashanah and the day after

Yom Kippur

Columbus Day

Veterans' Day

Thanksgiving

Friday after Thanksgiving

Christmas Day

New Year's Day

Martin Luther King's Birthday

Lunar New Year

Presidents' Day

Good Friday

Memorial Day

- 3. The school calendar shall be determined by the District in its discretion, after consultation with the Association.
- 4. On the last day of school for students, 10-month unit members work a one-half day (morning) schedule. 12-month unit members work a full day.

B. Vacation

1. All twelve (12)-month unit members, with the exception of part-time unit members, are eligible for paid summer vacations in addition to the holidays provided in Section A, according to the following:

One year or less:

0.83 days per month of service, computed to the nearest half day.

More than one year, but less than five years of District service:

10 days, 0.83 days per month of service, computed to the nearest half day.

Five or more years, but less than ten years of District service:

15 days, 1.25 days per month of service, computed to the nearest half day.

Ten or more years of District service:

20 days, 1.67 days per month of service, computed to the nearest half day.

2. Vacation days shall be deemed earned and accrued monthly in accordance with section B.1, but may be used in advance of actual accrual, provided, however, that if a unit member leaves District employment for any reason, the District shall recoup the value of any vacation days used in excess of vacation days actually earned. Vacation days shall be taken during the period beginning with the close of schools

in June and prior to August 15th each year, or with prior written approval of the District, during scheduled vacation periods when schools are closed during the regular school year. The decision to grant such approval, or not, shall be in the sole discretion of the District and shall not be subject to the provisions of Article XI, provided, however, that such approval shall not be unreasonably denied. All vacations between the close of schools in June and August 15th each year shall be scheduled with the unit member's supervisor prior to June 1 each year. In addition, all vacation schedules for Buildings and Grounds unit members must also be approved by the Director of Facilities.

- 3. All other unit members, except part-time unit members, shall be granted vacation during the periods when students are not in school, although twelve (12)-month secretary/clericals shall continue to be required to work on two (2) days during each of the three (3) school vacation periods, in accordance with a schedule to be established by their immediate supervisors.
- 4. Ten (10)-month unit members who become twelve (12)-month unit members shall receive .85 pro rata service credit per year of ten (10)-month service for purposes of determining vacation eligibility; for example, ten (10) years' service as a ten (10)-month unit member entitles a unit member upon conversion from a ten (10)-to a twelve (12)-month position to eight (8) years, service credit (fifteen (15) workdays of vacation).
- 5. Each eligible unit member shall be required to use his/her vacation during the fiscal year (July 1-June 30) in which it is earned; provided that if the unit member's request to use vacation has been unreasonably denied by his/her immediate supervisor, the unit member shall be permitted to carry over said unused vacation into his/her next fiscal year of employment, and shall use such vacation in that fiscal year. For unit members hired on or after July 1, 2006, there shall be no payment for unused vacation.
- 6. For each vacation day a unit member takes during a period when summer hours are in effect, the unit member shall receive pay for an additional one-half hour. Summer hours are in effect from July 1st to August 31st and during the Holiday, Winter and Spring Recesses.

C. Personal Illness

Eligibility

- a. For the first three (3) years of full-time employment, full-time twelve (12)-month unit members shall be allowed up to twelve (12) days' absence with pay annually for personal illness, and all other full-time unit members shall be allowed up to ten (10) days' absence with pay annually for personal illness. Unused days shall not accumulate from year to year.
- b. Commencing with their fourth (4th) year of employment, full-time twelve (12)month unit members shall each be allowed up to one hundred fifty (150) days'
 absence with pay annually for personal illness, and all other full-time unit
 members shall be allowed up to one hundred twenty-five (125) days' absence
 with pay annually for personal illness, and such unit members who exhaust such
 allowance in a given year shall be covered by the District with long-term
 disability insurance at the expense of the District for up to one (1) year at full
 pay.
- c. Notwithstanding the provisions of paragraphs 1.a. and 1.b. above, all full-time unit members hired after April 25, 1991 shall accumulate sick leave on the basis of one day per month of employment through the fourth year of full-time employment. Unused days shall not accumulate from year to year. Such unit members shall be eligible for the benefits of paragraph 1(b) in their fifth year of full-time employment, rather than the fourth year.
- d. i. Notwithstanding the provisions of paragraphs 1.a., 1.b. and 1.c. above, all full- time unit members hired on or after November 22, 2000, shall be entitled to 16 personal illness days (twelve-month unit members) or 13 personal illness days (ten-month unit members) each year, non-cumulative, credited upon being hired, and prorated for unit members hired after July 1st for 12-month unit members and after September 1st for 10-month unit members.
 - ii. Notwithstanding the provisions of paragraphs 1.a., 1.b., 1.c. and 1.d.i. above, all full-time unit members hired on or after January 1, 2017, shall be entitled to 12 personal illness days (12-month unit members) or 10

personal illness days (10-month unit members) each year, non-cumulative, credited upon being hired and pro-rated for unit members hired after July 1st for twelve-month unit members and after September 1st for ten-month unit members.

- iii. Commencing with the July 1st following the completion of the first school year of employment, unit members shall be permitted to accumulate up to 200 days. Upon application of the unit member, the Superintendent may, in his or her sole discretion, allow additional days of absence for illness with pay.
- e. Notwithstanding the provisions of Section C, Subdivision 1, part-time twelvemonth unit members employed by the District as of April 23, 1984 shall be allowed up to one hundred fifty (150) days' absence with pay annually for personal illness. All other part- time unit members employed by the District as of April 23, 1984 shall be allowed up to one hundred twenty-five (125) days' absence with pay annually for personal illness.
- f. Staff hired after April 23, 1984 and employed at least half-time, but less than full-time, shall be allowed up to five (5) days' absence with pay annually. Unused days may be accumulated up to a maximum of twenty-five (25) days. Upon application of an individual unit member, the Superintendent may, in his or her sole discretion, allow additional day(s') absence with pay.

2. Procedure

An Absence Report form provided by the District shall be submitted for absences due to illness of one (1), two (2), and three (3) days. For absences of four (4) days or longer, such form shall be accompanied by a physician's statement. The District may require that any illnesses be validated by a physician selected by the District.

3. Pregnancy

Any physical disability related or incidental to pregnancy shall be governed by the provisions of this Article.

D. Personal Leave Days

- 1. All full-time unit members hired prior to January 1, 2017 shall be allowed annually up to three (3) days' absence with pay for legal or personal reasons, including religious observances. All full-time unit members hired on or after January 1, 2017 shall be allowed annually up to two (2) days' absence with pay for legal or personal reasons, including religious observances.
- 2. Application for personal leave shall be made in writing to the Superintendent at least five (5) workdays in advance of the intended leave. Additional personal leave days, without pay, may be authorized in the sole discretion of the District, and the District's determination shall not be subject to the provisions of Article XI.
- 3. A reason acceptable to the District must be provided upon request if the application is for personal leave on a Monday, Friday or day before or after a holiday, vacation or school recess period; provided that such request shall not be unreasonably denied.
- 4. During the first year of employment of full-time unit members hired prior to January 1, 2017, personal leave days will accrue at the rate of 3/12ths of a day per month for twelve (12) month unit members and at the rate of 3/10ths of a day per month for ten (10) month unit members. For all full-time unit members hired on or after January 1, 2017, during the first year of employment, personal leave days will accrue at the rate of 2/12ths of a day per month for twelve-month unit members and at the rate of 2/10ths of a day per month for ten-month unit members.

E. Child Care

Child care leave without pay for care of a newborn or newly adopted child of up to two (2) years will be granted to any unit member, with the exception of part-time unit members, with at least one (1) year of service within the District upon written application at least one (1) month prior to the intended commencement date of the leave. Eligibility for additional child care leave shall be contingent upon prior return to service for no less than two (2) full calendar years.

F. Extended Leave

Under extenuating circumstances, and upon the recommendation of the unit member's supervisor, a unit member may be granted extended leave without pay for a period up to one (1) year. The decision to grant such leave, or not, shall be in the sole discretion of the District and shall not be subject to the provisions of Article XI.

G. Jury Duty

- 1. All unit members, with the exception of part-time unit members, will be excused without loss of pay for a period not to exceed two (2) workweeks if called for jury duty. Any stipend or travel reimbursement received by such unit members during their first two (2) workweeks of service shall be remitted to the District. To be eligible to receive jury duty pay, unit members shall attempt to postpone their jury service to a time when school is not in session and shall, upon request, provide a copy of a letter demonstrating the attempt. Unit members shall request that they be placed "on call" for jury duty, where available.
- 2. Under extenuating circumstances, a unit member may request additional leave for jury duty. The Superintendent's decision concerning whether to grant such additional leave shall not be grievable.

H. Bereavement Leave

- 1. Upon prior approval, all unit members, with the exception of part-time unit members, shall be allowed up to five (5) days' paid bereavement leave in the event of a death in the unit member's immediate family.
- 2. "Immediate family" is defined as the unit member's mother, father, sister, brother, husband, wife, son, daughter, grandparent, grandchildren, uncle, aunt, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, or other individuals living in the unit member's household.
- 3. The 5-day maximum for bereavement leave may be extended at the discretion of the District in unusual circumstances. The Superintendent's decision concerning whether to grant such leave shall not be grievable.

I. Workers' Compensation

Unit members who are entitled to benefits under the Workers' Compensation Law shall receive full salary for the first four (4) months of absence. If the District in its sole discretion, such discretion not to be exercised unreasonably, disputes any aspect of the unit member's entitlement to Worker's Compensation benefits, said unit member shall be required to utilize his/her accumulated sick leave during such absences. Sick leave utilized in accordance with this provision shall be re-credited to the unit member upon

receipt of the Workers' Compensation Board's determination of the number of days of disability, on a day for day basis. In the event the unit member has been absent in excess of the compensable number of days authorized by the Worker's Compensation Board for a particular injury, the District shall be entitled to deduct from the unit member's accumulated sick bank, as of the date of the determination, the difference between the authorized days of absence and the total days taken under this paragraph. A unit member who is absent in excess of four (4) months shall be paid each payroll period in an amount equal to reimbursement received by the District from the Workers' Compensation Board. Nothing in this Agreement shall in any way preclude the District from acting to separate a unit member from employment pursuant to Civil Service Law §§71-73.

J. Critical Illness

Upon prior approval of the Superintendent and/or his/her designee, all unit members, with the exception of part-time unit members, shall be allowed up to five (5) days' absence with pay for each occurrence of critical illness to a spouse, child or parent of the unit member, or other individuals living in the unit member's household. Critical illness means illness which the attending physician certifies in writing to be sufficiently critical to require the staff member's presence at the bedside. The 5-day maximum for critical illness leave may be extended at the discretion of the Superintendent in unusual circumstances. The Superintendent's decision concerning whether to grant such leave and/or extension shall not be grievable.

K. Attendance Review

- 1. In the event that the District determines that a unit member has demonstrated misuse of sick leave, the following procedure shall be available for use by the District.
- 2. The unit member shall be notified in writing of the District's concern. Said written notification shall specify the nature of the concern and shall also establish a conference date for a discussion of the District's concerns. The conference shall be held by the Assistant Superintendent for Human Resources or any other successor title which may take its place. The unit member shall have the right to Union representation at said meeting. Within (15) workdays of the conference, a writing summarizing the conference shall be prepared by the Assistant Superintendent for Human Resources and provided to the unit member. In the event that the procedure in paragraph (3) is not invoked within one (1) year of the delivery of the above summary to the unit

- member, the same shall be removed from the unit member's personnel file. The District shall notify the unit member that the removal has occurred.
- 3. After issuance of said letter and the passage of no less than ten (10) workdays, if no improvement in the unit member's attendance record is evident, a second conference shall be held to review the lack of improvement. The unit member may be represented by the Union at said meeting. Following said meeting, the Assistant Superintendent for Human Resources, within fifteen (15) workdays of the conference, shall issue a written determination which may include a formal reprimand. A copy of said determination shall be placed in the unit member's personnel file and a copy shall be provided to the unit member. The unit member shall have the right to affix a response and related documentation to the Assistant Superintendent for Human Resources' determination within fifteen (15) days of the issuance of said determination.
- 4. After issuance of said determination, as set forth in paragraph (3) above, and the passage of no less than ten (10) workdays, if no improvement in the unit member's attendance record is evident, a third conference shall be held to review the lack of improvement. The unit member may be represented by the Union at said meeting. Within fifteen (15) workdays of said conference, the Assistant Superintendent for Human Resources shall issue a written determination which may include a formal reprimand and/or imposition of a fine of up to three (3%) percent of the unit member's yearly salary (Said fine shall be prorated over at least six (6) payroll periods.)
- 5. Unit members may be fined pursuant to paragraph 4 only once during any one school year. However, there shall be no other restrictions upon the District's implementation of the above-referenced procedure more than once in any one school year.
- 6. Nothing hereinabove set forth shall be deemed a prerequisite to institution of disciplinary proceedings pursuant to law which may be commenced by the District at any time in its sole discretion.
- 7. The decision to institute this procedure shall be reviewed by way of expedited arbitration pursuant to the rules for voluntary arbitration of the American Arbitration Association. However, the imposition of a sanction shall be grievable.

<u>ARTICLE X - INSURANCE AND UNIT MEMBER ASSISTANCE PLAN</u>

A. Health Insurance

1. The District shall provide such health insurance coverage as is being provided to other unit members of the District for the period July 1, 2019 to June 30, 2023, provided, however, that part-time unit members, as defined in Article II, Section C of this Agreement shall not be eligible for health insurance coverage at the expense of the District.

2. Health insurance contribution shall be in accordance with the following:

Unit members hired prior to 7/1/14

- Effective July 1, 2019: 12%

- Unit members hired on or after 7/1/14

- Effective July 1, 2019: 17%

- Effective July 1, 2020: 12.5% - Effective July 1, 2020: 17%

- Effective July 1, 2021: 12.5% - Effective July 1, 2021: 17%

- Effective July 1, 2022: 13% - Effective July 1, 2022: 17%

3. The dental insurance coverage provided as of June 30, 1990 shall be continued for the duration of this Agreement, subject to changes or amendments which may be made by the carrier.

B. Health Insurance Declination

- a. Members of the unit who, during the life of this Agreement, decline District-provided health coverage for which they are eligible shall receive an annual \$2,000 declination payment (family coverage), or \$1,000 declination payment (individual coverage) provided they remain uncovered under such plan for a period of twelve consecutive months.
 - b. Declination payments shall commence at the end of the twelve-month period and shall be made annually each twelve months thereafter, provided the member remains uncovered under the District's plan. Payments shall be made during the December following the end of the twelve-month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve-month period, provided, however, that in the case of a member who re-enters in less than twelve months, no declination payment shall be made.
- 2. Members of the unit may elect a plan no more frequently than once every six months, with the exception that they may elect the Empire Plan at any time. The

- foregoing is subject to any restrictions of the carrier and of the Empire Plan.
- 3. The parties agree that as a participating agency of the New York State Health Insurance Plan ("NYSHIP"), the District is obligated to comply with the rules and regulations of NYSHIP.

C. Unit member Assistance Plan

- The District shall subscribe to the Unit member Assistance Plan (EAP) sponsored by the LECSA Unit member Assistance Program, or such other program which shall be mutually agreed upon between the District and the Union, on behalf of all members of the bargaining unit. The annual cost of participation shall be paid by the District.
- 2. The purpose of the EAP is to provide a means of helping bargaining unit members avoid or resolve the wide range of physical, psychological, behavioral, social or family problems that can threaten their health, interpersonal relationships, family life, or on-the- job performance. The EAP offers people the opportunity to actively seek help for alcoholism or drug addiction, marital problems, emotional, psychiatric, legal or financial difficulties, among others. The inclusions of the EAP in this Agreement reflects the support and endorsement of both the District and MESPA.
- 3. The District and MESPA desire that the EAP shall function under the highest professional standards of confidentiality. Confidentiality shall mean that there shall be no information concerning any individual released to District supervisors, to Union officials, or to anyone else without the express written consent of that individual; provided, however, that the individual must consent to release of such information as the District needs to verify that a unit member's absence is required or caused by participation in the plan or a program or course of treatment recommended by the plan. (See paragraph 7 below.)
- 4. Participation in any EAP service or activity on the part of any individual shall be wholly voluntary and on the basis of self-referral.
- 5. A unit member's EAP participation will not be made part of any supervision, review, or evaluation of his/her job performance without the express written consent of that individual; provided, however, that this shall not preclude the District's consideration of the unit member's attendance record to the same extent as it would

be considered for other unit members.

- 6. Members of the bargaining unit who voluntarily and on their own initiative seek assistance through the EAP shall be afforded the opportunity to do so under the terms of this clause. Unit members must utilize their own time for treatment, whether in the form of sick leave, vacation time, excused leave, or unpaid leave. The District shall be required to grant a unit member not more than a total of four (4) weeks unpaid leave annually for EAP purposes, provided that the unit member has first used all paid leave and vacation time available to him or her for such purposes.
- 7. Unit members who wish to avail themselves of sick, personal, vacation or unpaid leave for EAP purposes must schedule their time off with the District according to normal procedures. The District may verify with the EAP Coordinator that the unit member has enrolled in a treatment plan or facility, and that a unit member who has been granted a leave for EAP purposes in participating in his or her treatment program as required, and that a unit member who seeks to return from leave has completed the plan of treatment. The unit member, as a condition of the leave, must give the EAP a release allowing the EAP to provide all such information to the District. If a unit member secures a leave for EAP purposes but fails to participate in the prescribed treatment program as required or fails to complete the program, that unit member will be subject to discipline, including discharge. It is understood, however, that neither the EAP nor the unit member is required to reveal the nature of the unit member's problem or treatment if enrollment is voluntary by the unit member.
- 8. On request of either party to this Agreement, the other party shall meet upon reasonable request to discuss the effectiveness and performance of the EAP.

D. Personal Property

The District will reimburse unit members for the reasonable cost of damages to personal property, excluding automobiles, incurred in a physical altercation suffered while the unit member was acting in the discharge of his/her duties within the scope of his/her employment, up to a maximum of \$250.00 per unit member per occurrence.

E. <u>NYSUT Benefits</u>

Unit members may sign and deliver to the District assignments authorizing deduction for NYSUT benefits. All District payments shall be made directly to NYSUT for its distribution.

ARTICLE XI - GRIEVANCE PROCEDURES

A. Basic Principles

- 1. It is the intent of these procedures to provide for the swift and orderly settlement of differences in a fair and equitable manner. The parties agree that it is advantageous to attempt to resolve differences informally and that, in any event, resolution of a grievance at the earliest possible stage is agreed to be a most desirable goal.
- 2. Nothing contained herein will be construed as limiting the right of any unit member having a grievance under this Agreement to discuss the matter informally with the unit member's supervisor, thus having the grievance adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.
- Time limits set forth herein shall be strictly construed, are deemed critical, and may only be extended by express written agreement of all parties concerned.
- 4. No remedy for a claimed violation, misinterpretation, or misapplication of this Agreement shall be sought without first pursuing the matter in accordance with these procedures through Stage 3.
- 5. If any provision of this procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. Definitions

- 1. A <u>Grievance</u> is a claim by a unit member that the Agreement has been violated, misinterpreted or misapplied with respect to him or her.
- 2. <u>Supervisor</u> shall mean the immediate superior or the unit member presenting the

grievance.

- 3. <u>Aggrieved Party</u> shall mean any unit member or group of unit members filing a grievance.
- 4. Appeal shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the aggrieved unit member or the Association is not satisfied with the solution offered by the lower stage of consultation.
- 5. <u>Representative</u> shall mean the person designated by the aggrieved person to act or speak on his/her behalf in grievance procedures.
- 6. <u>Stage</u> shall mean successive level of consultation for the purpose of resolving a grievance.
- 7. Day shall mean a calendar day.

C. Procedures

- All grievances shall include the name and position of the aggrieved party, the
 identity of provisions of this Agreement allegedly violated, the time when, and the
 place where, the alleged events or conditions constituting the grievance existed, the
 identity of the party responsible for causing said events or conditions, and a
 statement of the nature of the grievance and the redress sought by the aggrieved
 party.
- 2. The parties shall not interrupt work activity in any phase of the grievance procedure.
- 3. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the District. The District shall then have them printed and made available so as to facilitate operation of the grievance procedure.
- 4. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available stage within twenty (20) workdays after the unit member knew or should have known of the act or condition on which the grievance is based.
- 5. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

6. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

STAGE 1

- a. A unit member having a grievance shall discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within the time specified in Section C. 4 above. Within fourteen (14) days after the written grievance is presented, the supervisor shall render a written decision thereon.

STAGE 2

- a. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within fourteen (14) days of receipt of that decision, file a written appeal with the Superintendent
- b. Within fourteen (14) days after receipt of the appeal, the Superintendent shall confer with the unit member and his/her representative.
- c. The Superintendent shall render a decision in writing within fourteen (14) days after the conclusion of the conference.

STAGE 3

- a. If the unit member is not satisfied with the decision at Stage 2 and wishes to proceed further under this grievance procedure, the unit member shall, within fourteen (14) days of receipt of that decision, present the grievance to the Association for its consideration.
- b. If the Association determines that the unit member has a meritorious grievance,

then it may file a written appeal of the decision at Stage 2 with the Board of Education within fourteen (14) days after the unit member has received such written decision. The grievance record maintained by the Superintendent shall be available for use by the Board of Education.

- c. Within twenty-one (21) days after the receipt of an appeal, the Board may hold a hearing on the grievance. The hearing shall be conducted in executive session.
- d. The Board shall render a decision, in writing, within fourteen (14) days after the conclusion of the hearing.

STAGE 4

a. If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further under this grievance procedure, the Association, within fourteen (14) days of the decision at Stage 3, may submit the matter for advisory arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no power to alter or modify the provisions of this Agreement. Fees and expenses incurred by the arbitrator shall be shared equally by the Association and the District.

ARTICLE XII - MANAGEMENT RIGHTS

The District shall retain the discretion to establish and change policies, rules and regulations concerning terms and conditions of employment, provided that such policies, rules and regulations do not conflict with any provision of this Agreement. The District shall give adequate notice of any changes in policies, rules and regulations concerning terms and conditions of employment and shall bargain concerning the impact thereof, if any, upon the request of the Association. The District's failure to exercise any management right shall not be deemed a waiver of that right.

ARTICLE XIII - UNIT MEMBER DRUG TESTING

A. Purpose

1. The purpose of this Article is to establish a written procedure for conducting tests of a MESPA unit member for the presence of illegal controlled substances, their metabolites, or alcohol, under the circumstances described below. Nothing contained in this Article shall be deemed to restrict the District from testing

- applicants for employment for drug or alcohol use, regardless of the position applied for, nor to prescribe the reasons for or methods of such testing.
- 2. For purposes of this Article, "unit member" shall be defined as any unit member whose job requires operating a motor vehicle on behalf of the District.

B. Policy Statement

- 1. The use of illegal controlled substances by a unit member, regardless of the position held, adversely affects the accomplishment of the District's ability to safely deliver services, impairs the efficiency of the work force, endangers the lives and security of unit members and students, and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the introduction of illegal controlled substances and alcohol into the workplace, procedures to test for the use of illegal controlled substances and their metabolites and alcohol have been established in this Article.
- 2. The District and the Union, as part of their concern for bargaining unit members, recognize that the use of illegal controlled substances causes problems which may have a far-reaching negative effect on the safety of vehicles and on the health, well-being and productivity of the work force and students. It is with problems such as these in mind that the District and the Union have jointly agreed upon the establishment of a Unit member Assistance Program, the terms of which are set forth in a separate article of this Agreement. The District and the Union encourage unit members who are using illegal controlled substances to seek the confidential services of the Employee Assistance Program. Information concerning the use of illegal controlled substances revealed to EAP representatives by a unit member cannot be used for or against the unit member for any purpose.

C. Reasonable Suspicion

1. A unit member as defined herein may be ordered to submit to testing to determine the presence of illegal controlled substances or their metabolites or alcohol, based upon a reasonable suspicion as defined below in this Section of this Article. A unit member who refuses to submit to testing may be subject to discipline, including discharge, under civil service law procedures, if any, applicable to such unit member.

- a. In determining whether to order a test in a particular case, the District must balance a unit member's reasonable expectation of privacy from unreasonable intrusions against the District's interest in assuring the integrity and fitness of its unit members and the safe delivery of its services.
- b. The order to submit to testing must be justified by a reasonable suspicion that the unit member has reported for duty under influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution, or sale of illegal controlled substances either on or off duty.
- c. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
- d. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.
- e. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; a "triggering event" which warrants employer inquiry because of a direct bearing of the mental faculties of the unit member on the health and safety of others; action(s) inconsistent with normal conduct or behavior; information provided either by reliable and credible sources or which is independently corroborated; arrest or conviction for a drug-related offense, or the identification of a unit member as the focus of a criminal investigation into illegal drug possession, use or trafficking.
- f. The District will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.
- g. It is intended that where a decision is made to test, the unit member will be given a direct order to submit to the test.

h. A decision by a unit member to seek assistance from the EAP shall not alone be the basis for reasonable suspicion justifying the testing of a unit member under this Article.

D. Procedures

- 1. Whenever the District believes that available facts objectively indicate that reasonable suspicion exists, as defined above, to warrant the testing of a unit member for illegal controlled substances, their metabolites, or alcohol, then the person making such determination shall document same on a District form within a reasonable time after making such determination. Such documentation shall include the objective facts contributing to and forming the basis of the reasonable suspicion, including, for example, such matters as a description of the unit member's appearance and behavior, the observations of witnesses, and the nature and source of the information. Where the information consists, in whole or part, of observations made by a confidential informant, the source of that part of the information need not be revealed; except that in the event of an arbitration to determine whether the District had reasonable suspicion to require the test, the Union may require that such confidential source be revealed in confidence to the arbitrator considering the issue of reasonable suspicion.
- 2. In disciplinary proceedings based upon refusal to submit to drug testing or upon testing positive for use, the District cannot be compelled to reveal the name of any confidential informant nor can evidence of the contents of the report of such confidential informant be suppressed because of the District's refusal to reveal the name of such confidential informant.
- 3. No unit member shall be ordered to submit to a test without the express approval of the Superintendent or his/her designee. Prior to testing, where practicable, the unit member shall be given a brief verbal explanation of the factual basis of the reasonable suspicion, including a brief description of the conduct leading to the formation of a reasonable suspicion, the unit member's acts, and the relevant dates, places and times thereof, and sources of information, except for confidential informants. The unit member may request that his/her union representative be present on this occasion, provided that this will not cause unreasonable delay in the proceedings. The unit member shall be informed of his or her right to respond or

- explain any facts at that time, and shall be informed of his or her right to do so.
- 4. To the extent possible and practicable, all specimen collection and analysis under this agreement shall be in accordance with the standards and procedures incorporated in the
 - U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988. Such procedures shall, however, include the following:
 - a. Specimen collection shall be supervised by a person of the same gender as the person to be tested.
 - b. Specimen collection shall occur in a private setting free of any substances which may be used to contaminate the specimen.
 - c. The person supervising the specimen collection shall provide the unit member with a container to be used to collect the sample.
 - d. The person supervising the specimen collection may employ bluing agents to ensure against the adulteration of samples. A second sample may be required where there is suspicion that the first has been adulterated or substituted.
 - e. Visual observation of urination will not be required or permitted except where no other means are possible to ensure the integrity of the sample or there is reason to believe that the unit member has adulterated or substituted a sample.
 - f. If the unit member is unable to provide a specimen when requested, he/she shall be given a reasonable amount of water (e.g., a glass) and a reasonable amount of time to provide a sample.
 - g. The specimen will be provided by the unit member being tested and the filled container will be immediately given to the person supervising the collection, who will examine the sample to determine that it is the appropriate color, clarity, temperature and volume.
 - h. The specimen will be immediately sealed and tagged in three separate

containers. Two (2) will be for testing by the laboratory designated by the District. The third (3rd) will be for testing by a laboratory designated by the unit member if he or she should so choose, as provided in paragraph j below. Chain of custody documentation for each specimen shall be maintained from receipt to destruction.

- i. The specimen will undergo a screening test. Any specimen identified as positive on the initial test shall be verified by a confirming test using gas chromatography/mass spectrometry or an equivalent scientifically accepted method that provides quantitative data about the detected drug or drug metabolites.
- j. The unit member being tested shall have the right to an independent analysis from a lab of his/her choice from a list mutually agreed to by the District and the Union. The unit member shall designate, at the time the specimen is given, the laboratory, if any chosen by such unit member, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the District.
- k. Copies of all test results shall be sent to the unit member and the District. In the event two (2) separate tests are conducted in accordance with paragraph j and the test reports by both laboratories are positive, the prima facie validity of the tests shall be deemed to have been established for the purpose of any subsequent hearings in reference to such testing. In the event a unit member refuses to have the testing done by two (2) laboratories where that option is available to him or her, the hearing officer in a subsequent disciplinary hearing may draw a negative inference from such refusal in determining the guilt or innocence of the unit member on charges of substance or alcohol abuse directly connected to the allegations which led to the testing.
- 1. All tests required by the District will be fully paid for by the District.
- m. All time required by the unit member to take the ordered test shall be considered paid time.

- 5. Throughout all aspects of these procedures, including transportation and the actual obtaining of the sample, every reasonable effort must be made to ensure the dignity and privacy of the unit member. All reasonable efforts shall be made to avoid public attention, and these procedures shall be carried out as discreetly as reasonably possible.
- 6. Within ten (10) working days after the test, upon written request of the unit member, the Union and the unit member may pursue to arbitration any dispute pertaining to the District's reasonable suspicion under Section C. of this Article, by filing a Demand for Arbitration upon the District. Notwithstanding any other grievance and arbitration provisions of this collective bargaining agreement, such arbitration shall be governed by the following procedures, which pertain only to arbitration under this Article of the collective bargaining agreement:
 - a. A single arbitrator from among the following arbitrators shall be called upon to conduct the "reasonable suspicion" arbitration provided for in this Article: Howard Edelman; Janet Spencer; Bonnie Weinstock. The parties shall inquire of the listed arbitrators whether they are willing to serve in this capacity, and the names of those unwilling or unavailable to serve shall be deleted. In the event that arbitration is demanded, all the arbitrators may be called, in order to schedule the hearing promptly. The first arbitrator to be called shall be rotated (e.g., the first arbitrator on the list shall be the first called for the second arbitration). The arbitrator to be used for any case shall not necessarily be the first called, but shall be the first arbitrator who agrees to hear the case (either at the time of the initial calls from the parties or upon returning the phone call from the parties).
 - b. As stated above, in the event that the District's information consists in whole or in part of observations made by a confidential informant, the Union may require that such confidential source be revealed in confidence to the arbitrator considering the issue of reasonable suspicion.
 - c. For purposes of this Article only, the decision of the arbitrator shall be final and binding; provided, however, that the arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way.

- d. If the issue of reasonable suspicion is not submitted to arbitration in accordance with this Article of the collective bargaining agreement, it shall not be submitted to arbitration under any other Article of the collective bargaining agreement. If the issue of reasonable suspicion is not submitted to arbitration in accordance with this Article of the Agreement, however, the unit member may nonetheless raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the District against the unit member in connection with which the drug test is used; but in no event shall the unit member and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.
- 7. Upon being ordered to submit to a test pursuant to this Article, and notwithstanding any contrary Civil Service Law or rule (which are hereby expressly waived), a unit member shall be suspended without pay pending the District's receipt of the results of the test. If the arbitrator rules that the District had no reasonable suspicion to require the test, or if the District's test results are negative, the unit member shall be restored to the payroll with back pay. In addition, in the event that the arbitrator rules that there was no reasonable suspicion or the test results are negative, then upon request of the unit member or the Union, the unit member's record shall be expunged of any record that the unit member was required or requested to take such test.
- 8. In the event that a unit member refuses to submit to ordered testing or fails to cooperate in all aspects of the testing procedures, or in the event such test procedures reveal the presence of drugs or alcohol, such unit member shall be subject to discipline, including discharge. Nothing contained in this Article shall be deemed to create, delete, alter, expand upon or diminish disciplinary procedures, if any, which may be applicable to the particular unit member.

ARTICLE XIV - VACANCIES

- A. The District shall post notice of any position governed by this Agreement that the District intends to fill prior to doing so.
- B. The District will notify the Association of the hire and starting date, building assignment, tenure area or job title of all new unit members within fifteen (15) business days of hire, and the Association President or designee will be granted a

reasonable amount of time during the workday to meet with new unit members. The Association will be notified within fifteen (15) business days of unit member's separation from service.

ARTICLE XV - DUES DEDUCTION

While the Association is the exclusive bargaining agent, the Board will deduct from the paychecks of members of the Association who submit dues checkoff authorization in writing to the Board, the amount of Association dues as determined by the Association in accordance with written memoranda thereof to be filed by the Association with the Board. These deductions will be made in twenty (20) equal amounts. Unit members wishing to withdraw from the Association must notify the Association of same. The dues deduction authorization will remain in effect until no later than the second payroll following the Board's receipt of written notice from the Association advising the Board to cease deducting dues from the unit member.

ARTICLE XVI - ASSOCIATION BUSINESS

The Association President and Vice President shall be allotted two (2) release days to attend union conferences. However, if travel is involved and either officer works a night shift, then the night prior to the conference shall be included as additional release time for the officer(s) assigned to the night shift.

<u> ARTICLE XVII - PRECEDENCE OF AGREEMENT</u>

This Agreement governs terms and conditions of employment of the unit members and shall supersede any and all provisions contained in the Board of Education Policy Manual or Administrative Regulations.

ARTICLE XVIII- SAVINGS PROVISION

In the event that any provision of this Agreement is declared in whole or in part by any court or government agency of competent jurisdiction to be illegal, void and/or invalid, all of the other provisions of this Agreement shall remain in full force and effect and continue to be binding upon the parties to the same extent as if that part declared illegal, void and/or invalid, had never been incorporated in this Agreement.

ARTICLE XIX- COMPLETE AGREEMENT

The parties agree that all matters in dispute or controversy have been discussed in the negotiations leading to this Agreement and that this Agreement constitutes the full and complete agreement between the parties.

ARTICLE XX- DURATION

This Agreement shall be effective from July 1, 2019 to June 30, 2023 and from year to year thereafter, unless either party serves notice upon the other, by the February 1st first preceding the date of expiration, of its intent to negotiate new or changed terms of agreement, in which case it shall terminate on the following June 30. Unless it is renewed in writing by the parties or by the failure of either party to serve notice, all non-mandatory provisions of this Agreement shall expire on the expiration date of this Agreement and shall not continue in force and effect thereafter, notwithstanding any contrary provisions of law.

NOTICE REQUIRED BY SECTION 204-a, CIVIL SERVICE LAW

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

MANHASSET UNION FREE SCHOOL DISTRICT

MANHASSET EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Dr. Vincent Butera, Superintendent

Donna Linden, Unit President

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SCHEDULE A - Paraprofessionals and Registered Professional Nurses

- 1. The normal workday for paraprofessionals shall be:
 - (1) Elementary: Six hours per day (30 hours per week).
 - (2) Secondary: Seven hours per day (35 hours per week).
- 2. The normal workday for registered professional nurses shall be seven hours per day (35 hours per week).
- 3. The normal workday for security guards and security aides shall be eight hours per day (40 hours per week).
- 4. The normal workweek, unless otherwise specified, shall be Monday through Friday.
- 5. The normal work year for paraprofessionals and 10-month registered professional nurses shall be determined by the District but shall be not less than 181 nor more than 185 workdays per year between September 1 and June 30.
- 6. The normal work year for 12-month registered professional nurses shall be July 1-June 30.

SCHEDULE B - Clericals

- 1. The normal workday for clericals shall be seven hours per day and thirty-five hours per week. The normal work year shall be:
 - (1) July 1 to June 30 for twelve-month unit members.
 - (2) September 1 to June 30 for ten-month unit members.
- 2. The normal workweek, unless otherwise specified, shall be Monday through Friday.

SCHEDULE C - All Other Support Personnel

- The normal workday for all support unit members not covered by Schedules A and B shall be eight hours per day and forty hours per week. The normal work year for such unit members (except 1-month security guards and 10-month security aides) shall be from July 1 to June 30.
- 2. The normal workweek, unless otherwise specified, shall be Monday through Friday with the exception of the following titles:
 - a) groundskeepers;
 - b) maintainers;
 - c) cleaners;
 - d) maintainer helpers;
 - e) duplicating machine operators;
 - f) information technology assistant managers;
 - g) information technology aide;
 - h) messenger.

19-20 MESPA SALARY SCHEDULE

34.77	10:00	75:35										
8,38	26.00	25.03	44 20	40 28	40.28	41.80	41.79	38.73	34.47	39.61	39.61	٦
29.26	33.85	200	46.13	30,57	3041	40.77	40.75	37.68	33.77	38.58	38.58	П
28.95	52.87	52.81	47.09	37.00	37.00	30.73	39.72	36.64	33.07	37.56	37.56	H
28.34	51.78	51.78	40.06	36.82	36.82	37.67	26.00	25.50	22.38	36.53	36.53	T
27.73	50.75	50.75	39.02	35.96	35.55	20.05	30.0%	27.50	31.68	35.50	35.50	T
27.17	49.89	49.89	38.14	35.23	35.23	5,5	55.53	23.55	30 02	24 48	34.48	1
26.58	49.05	49.05	37.28	34.57	34.57	8 8	36.57	27.70	30.40	23.62	33.62	†
26.02	48.17	48.17	36.42	33.78	33.78	53.53	20.02	21.70	20.62	20.77	22.77	1
25.42	47.32	47.32	35.55	33.06	33.06	25.74	55.55	20.03	20.00	37.00	37.90	T
24.87	46.46	46.46	33.63	32.33	32.33	27.78	35.67	20.05	28.67	31.03	31.03	十
24.27	45.60	45.60	33.83	37.62	31.62	37.47	37.40	20.33	20.00	30.17	30.17	✝
23.70	44.72	44.72	32.96	30.90	30.90	30.55	30.33	26.43	27.57	20.71	28.20	T
23.12	43.83	43.83	32.11	30.79	30.79	28.69	23.68	70.07	60.5	28.44	28.44	1
22.54	42.96	42.96	31.26	29.45	29.45	28.82	78.87	//0.07	22.63	27.66	27.55	T
27.95	42.08	42.08	30.41	28.73	28.73	27.96	27.95	28.50	25.64	20.03	200	1
21.34	41.26	41.26	29.53	28.01	28.01	27.11	27.10	24.05	/8/0/	26.30	25.00	†
20.83	40.37	40.37	28.71	27.32	27.32	26.25	26.24	23.76	24.70	24.77	24.00	7
30.00	30.40	39.49	27.74	26.53	26.53	25.39	25.38	22.30	23.50	23.26	23.20	1
93.04	69 66	89 88	27.57	25.85	25.85	24.53	24.52	27.41	23.00	22.34	22.34	7
1,176	1,708	1,372	1,747	2,060	1,568	1,372	1,747	1,747	2,060	1,372	1,176	HOURS
36,189	95,469	76,711	77,211	82,948	63,152	57,348	/3,002	400,70	200,1	2	33772	11
35,473	93,707	75,295	75,404	81,169	61,798	55,932	71,198	25.834	25,263	54.37	46 580	T
24.757	91.944	73.878	73,597	79,390	60,444	54,515	69,395	25 00 00 00 00 00 00 00 00 00 00 00 00 00	88,133	51,526	001	Т
37070	90.180	72.461	71.789	77,612	59,089	53,098	67,590	62,176	96,698	50,118	42.959	T
32 224	88 417	71044	69.982	75.833	57,735	51,681	65,787	60,348	65,262	48,710	41,751	T
32,678	86.53 86.654	69.628	68.175	74,055	56,381	50,265	63,983	58,518	63,828	47,302	40.24	7
21,636	26,100	68 454	66.626	72.550	55,236	49,047	62,436	50,005	62,624	46,127	39.537	T
100 F	83.750	67 294	65.130	71.067	54.108	47,860	60,923	55,512	61,444	44,954	38,532	T
050,07	8,78	66.59 100.39	63 619	69.564	52.963	46.687	59,429	54,000	60,219	43,767	37,514	T
29,245	79,333	64 010	62 106	68.082	51.835	45.469	57,880	52,505	59,059	42,578	36,496	T
28,547	70,000	52,73	29,101	272.2	50,689	44 282	56.368	51,012	57,812	41,390	35,477	7
27,871	76,360	67.356	27,783	2 4	40 577	43 093	54.856	49.536	56 652	40,188	34,446	
27,185	74,845	60,139	900	62,173	20,000	41 020	53.263	48.024	55,492	39,015	33,442	
26,510	73,349	58,937	94,619	200	47 226	25,525	51 850	46.512	54,332	37,811	32,410	Γ
25,810	71,851	57,733	23,125	701.60	40,04	20 643	50.230	45.018	53.128	36,624	31,393	
25,100	70,447	56,605	51,595	27.084	45,917	20 257	48 826	43 505	51990	35,451	30,387	Γ
24,498	68,931	55,387	20,136	20,200	42.030	37 107	47.350	42.012	50.830	34,278	29,380	
23,823	67,434	\$ 15 \$ 15 \$ 15	40,401	250,52	42 030	36,000	45.837	40,464	49,649	33,075	28,350	
23,038	90,046	33,003	48.463	54 633	41 594	34.835	44,344	38,951	48,403	31,916	27,357	
000	00 040	63 060	48 160	53 236	40.532	33.649	42,832	37,403	47,372	30,656	26.277	Π
6HRSABA	RN 12-MTH	7HR12SS REGNURSE RN 12-MTH 6HRSABA	7HR12SS	12MTSG	10MTSG	7HRTACS!	12SSACPT 7HRTACSI	0	GRD/MT	7 HR TA	6 HR TA	
District Control	AND STREET, SALES	SECTION SECTION	PARTITION NO.	STATE STATE OF	Chickenson	Name and Publisher			The particular of the particul	100000000000000000000000000000000000000	CONTRACTOR STATE	

19-20 MESPA SALARY SCHEDULE (continued)

DE SEC AIDE	1	_	36,679	-	┞	╀	+	+	41,/91	42,804	43,820	┪	┥	┥	47,893	H	┝	┞	╀	╀	54 548	55 702		1,568	20.70	22.72	22.00	24.50	25.30	20%	39.96	27.30	27.95	09 %	20.24	29.90	30.54	31.20	37.84	32.58	33.32	34.05	07 JZ	2
HLTH AIC		24,658	25,590	26,424	27.241	28 09R	20.05	20,000	187,62	30,657	31,497	32,362	33,196	34,055	34,895	35,747	36,576	37.538	38.500	39.462	40.423	41,385		1,176	20.02	24 76	22.47	23.16	22.80	24.67	25.24	26.07	26.78	27.52	28.23	28.36	29.67	30.40	31.10	31.92	32.74	33.56	34.37	
I/T ASST MGR HLTH AIDE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	02,321	64,100	65,343	005'99	67.635	68 858	70 01E	74 227	107.17	72 645	71,2013	14,/94	/5.972	77,129	78,308	79,508	80,910	82,312	83,713	85,115	86,517		2,060	20 64	31.12	31.72	32.28	32.83	33.43	33.99	32.58	35.16	35.74	36.31	36.88	37.44	38.01	38.60	39.28	39.36	40.64	41.32	
MES	202.00	20,030	29,444	30,208	30,929	31,704	32 481	33 202	33 070	27.73	35 176	35,470	30,224	30.75	3/./36	38,498	39,246	40,139	41,033	41,925	42,818	43,712		7,300	21.99	22.56	23.15	23.70	24.29	24.89	25.44	26.04	28.61	27.18	27.76	28.35	28.92	29.50	30.07	30.76	31.44	32.13	32.81	
MAINTHEL	41.850	300	42,957	44.2/8	45,373	46,533	47.758	48.918	50 121	51 203	52 527	53 600	2000	00.00	20,072	57,296	58,456	59,848	61,241	62,633	64.026	65,418	2000	7,000	20.32	20.86	27.49	22.03	22.59	23.18	23.75	24.33	24.90	25.50	90.92	26.65	27.22	27.81	28.38	29.05	29.73	30.40	37.08	100
CLEANER	41 227	10000	42.367	43,036	44,729	45,997	47,178	48.360	49.563	50 722	51926	53.085	54 240	SE 474	33,471	[C6/67]	57,855	59,282	60,708	62,135	63,561	64,988	200	6,000	20.07	20.58	27.27	21.71	22.33	22.90	23.48	24.06	24.62	25.27	25.77	26.36	26.93	27.50	28.08	28.78	29.47	30.16	30.85	11.70
12CLKTYP 12SRCLKTYP CLEANER MAINTHEL	39.644	44 062	47 565	42,303	43,914	45,371	46,806	48,252	49,691	51.117	52,575	53.997	55.451	56 876	2000	767-03	56/,86	61,549	63,344	65,140	66,935	68,730	1747	,,,,,	22.69	23.50	24.36	25.14	25.97	26.79	27.62	28.44	29.26	30.09	30.97	31.74	32.26	33.37	34.20	55.53	36.26	37.29	38.37	
12CLKTYP	38.074	30 431	40.053	2000	77.77	43,670	45,065	46,480	47,882	49,275	50,707	52.084	53.492	54 883	GR 268	57.670	37.070	23,401	61,252	63,044	64,835	929'99	177.1		217.9	22.57	23.44	24.17	25.00	25.80	£0.67	27.47	28.21	29.03	29.87	30.62	31.42	25.75	10.00	23.52	35.06	30.03	37.77	71.00
7HRSABA 10CLKTYP	30,520	31 608	32 828	23 075	200	22,000	36,124	37,258	38,382	39,499	40,647	41,750	42,879	43.994	45.097	46 228	77.00	80.74	93,100	30,00	51,972	53,407	1.400		21.79	22.57	23.44	24.17	23.00	25.80	70.07	27.47	28.27	33.53	29.61	30.02	37.42	22.62	20.00	20.45	20.00	20.03	37.77	7 70
7HRSABA	26,878	27.793	28.582	20 283	30.113	2 2 2 2 2	30,928	31,715	32,517	33,304	34,120	34,878	35,694	36,468	37.283	38 041	28 979	20,270	33.7.13	2007	2000	42,22	1.372		19.59	20.26	20.83	21.34	877	8.28	17:00	27.02	24.67	25.40	24.02	20.02	27.17	27.72	20 20	30.00	20.50	30.00	32.75	30.77
6.5HRSAB	24,958	25,808	26,539	27 191	27 062	20 740	20,713	23,450	30,193	30,925	31,683	32,386	33,145	33,863	34.619	35,325	36 101	36 877	37 663	20,100	30,205	33,203	1,274		19.59	20.26	20.83	7 2 2	8:77	1,53	27.75	27.02	24.67	25.43	20.36	25.02	27.17	27.73	28.32	30 0%	20 55	31.00	37.77	30.11
Steps>	-	7		4	L.	0	7		20	6	2	F	12	13	14	15	16	-	2	2 2	2 6	2	HOURS		1	,	,			•	1		,		12	13	14	52	91	-	2	67	20	7

6HRSABA		23,326	24,121	24,804	25,414	26.133	26.841	27 525	20.740	2000	20,02	20,02	30,270	30.976	21,049	32,356	33,016	33,741	34,466	35,191	35,916	36,641	1178		19.84	20.51	21.09	27.67	22.22	22.82	23.41	24.00	24.58	25.18	25.74	26.34	26.91	27.51	28.07	28.69	29.31	29.92	30.54	ļ
RN 12-MTH	000 00	2/8,00	68,277	69,793	71,328	72,749	74.266	75 781	77 245	78.820	80 225	81 804	10010	903,204	16/140	80,28	8/1/3/	89,522	91,307	93,093	94,878	96,662	1.708		39.16	39.99	40.87	41.77	42.61	43.49	44.38	45.28	46.17	47.04	47.91	48.78	49.66	50.52	51.38	52.43	53.47	54.52	55.57	20.03
REGNURSE RN 12-MTH	E2 727	20,732	74.861	56,079	57,313	58,455	59,674	60,891	62 123	63.340	64 542	65 730	66 020	68 135	22.00	03,05	70,436	71,932	73,367	74,801	76,236	77,670	1,372		39.16	39.99	40.87	41.77	42.61	43.49	44.38	45.28	46.17	47.04	47.91	48.78	99.60	50.52	51.38	52.43	53.47	54.52	55.57	F. 2.3.3
7HR12SS	48 771	1000	49,007	30,783	52,240	53,789	55,302	56.797	58 309	59.840	61.352	62.882	E4 414	65 044	67 450	70009	170,00	/0,85/	72,686	74,517	76.347	78,176	1,747		27.92	28.09	29.07	29.90	30.79	31.66	32.57	33.38	34.25	35.12	35.99	36.87	37.75	38.67	39.57	40.56	41.61	42.65	43.70	36 88
12MTSG	53 901	EF 246	0000	20,500	58,405	59,907	61,406	62,950	64 429	65,930	67.410	68.933	70.434	71 955	73.457	74 081	1001	19/0/	78,382	80,382	82,184	83,985	2,060		79.1/	20.00	27.66	28.36	83.83	29.82	30.57	31.28	32.07	32.73	33.47	34.20	34.94	35.67	36.47	37.28	38.16	39.03	39.90	AC 08
10MTSG	41.039	N2 1 1 A	43 272	45,575	44,400	45,610	46,752	47,928	49,053	50,197	51,323	52,483	53.625	\$4.78	55 976	57 ORF	20.103	26.63	33,026	91,200	62,570	63,941	1,568		19.7	20.80	90.77	05.30	83.83	29.62	/6.05	37.28	32.07	27.73	20.4/	34.20	8,8	79.05	20.0	37.28	38.76	28.03	39.90	40 7R
7HRTACSI	34.070	35 270	26.450	27.667	200,70	38,836	40,037	41,241	42,444	43,632	44,836	46,037	47.271	48,458	49.660	50.893	52 227	52 767	78/3	35.136 36.03	55,631	58,065	1,372	100,70	3.5	17:03	27.05	20.00	20.37	23.78	30.00	25.55	37.00	87.68	35.35	34.43	35.55	20.20	3/76	36.74	39.79	40.23	41.68	42.32
12SSACPT 7HRTACSI	43,367	44 898	46 410	47 042	246.14	48.430	20.968	52,498	54,030	55,542	57,073	58,604	60,172	61,685	63,216	64.783	66 609	68 435	200	70,207	75,088	73,915	1,747	24 00	25.70	25.67	27.44	20 30	20.30	20.05	20.00	22.55	22.62	33.65	2000	36.94	36.40	20.73	37.00	30.73	77.55	40.22	41.20	42.37
12SDMO	37.871	39.438	40.970	42 537	44.040	200	45,581	47,093	48,624	50,155	51,650	53,161	54,675	56,206	57,718	59,249	61.102	62 953	200	0000	20,00	06,510	1,747	1 69 16	1366	22.05	22.72	25.27	00 36	50.05	27.03	28.77	1 2 2 2 2	30.43	25.20	32.17	22.02	2202	27.00	05.00	32.65	3/ /0	20.70	23.64
GRD/MT	47,964	49,008	50.270	51465	52 640	201	28,782	55,011	56,186	27.360	58,535	59,797	60,972	62,212	63,407	64,626	66.078	67.532	58 985	70,30	71 004	160'17	2,060	29.28	23.70	24.40	80 PC	25.55	25.72	26.70	27.27	27.84	28.42	2002	20,50	32.52	30 02	21.37	32.00	22.70	22.10	27.10	27.75	3.5
7 HR TA	31,039	32,315	33,488	34.706	35,804	37 002	20,000	30,284	39,503	40,690	41.907	43,110	44,314	45,516	46,704	47,893	49,319	50.744	52 170	52 506	55,022	770,00	1,372	20,62	23.55	24.61	25.30	26.16	27.03	27.90	28 70	99 62	20 54	31.42	22.30	33 18	2025	24.07	35.05	00 92	20.03	38	\$ \$	40.70
6 HR TA	26,605	27,699	28,704	29.747	30.767	31 785	22 015	32.013	33,860	34.877	35,920	36,952	37,983	39,014	40,031	41,051	42,273	43,496	44 718	45 940	47 162	1,105	1,176	22.62	23.55	24.47	25.30	26.16	27.03	27.90	28.79	29.66	3054	31.42	22.30	33.18	20.25	34.97	35.95	36.99	38.03	30.65	01.00	27.74
Steps>		2	3	4	5	6	,	ì	0	S S	2		77	2	4	15	16	17	18	19	8		HOURS	1	2	3	8	5	9	-	8	6	01	11	77	22	14	15	91	17	18	61	æ	֓֟֟֜֟֝֟֟֟֝֟֟֟֓֟֟֓֓֟֟֜֟֟֟

Set Set Set Set 748 ABA 10C	25,270 27,214	26,131 28,140	28.939	27.531 29.649	30.489	20 070 24 345	20.010	23,018 32,111	30,570 32,923	31,312 33,720	32,079 34,547	32,791 35,314	33,559 36,140	34,286 36,924	35,052 37,749	38,517	36,552 39,364	37,338 40,209	38,124 41,056	41,902	39,695 42,749		HOURS 1,274 1,372 1,	19.84 19.84	20.51	27.09 27.09	27.67 27.61	22.22	22.82 22.82	23.41 23.41	24.00	24.58	25.16 25.18	25.27	26.07	27.51 27.51	28.07 28.07	16 28.69 28.69	29.31 29.31	29.92 29.92	30.54 30.54	
10CLKTYP 12	32,184	100	1		36 303				额	9	報道		63	44.785	100	46,886	6	80	8	52 637	+	Н	1,400	22.98	H	24.54	L	H		Н	\dashv	┥	+	+	31.24	╁	+	+	25.52	╀	37.50	
CLKTYP	40,150	417424	42 86E	300	200	43,401	46,714	48,031	49,340	50,631	51.966	53.260	54.580	55,869	57:161	58:491	60 285	62 078	63.872	399	67 450		1,747	22.00	23.77	24.54	25.21	25.99	26.74	27.49	28.24	28.98	3.75	30.49	31.24	08.7	77.7	200	200	25 36	2000	
12CLKTYP 12SRCLKTYP CLEANER MAINTHEL	41:212	42 570	44 025	200,54	57F/C#	46,733	48,118	49,505	50.888	52 252	53.651	55.024	56 425	57.788	59 159	59 567	2000	64 176	SE 081	67 78E	20,700	600'60	1,747	23.50	24.37	25.21	25.94	26.75	27.54	28.34	29.13	29.91	30.71	37.50	32.30	33.08	33.86	34.67	25.70	30.73	///	
CLEANER	41 742				45,288	46.572	47,768	48,965	50.183	51356	52 575	53 740	24 080	56 164	57 350	58 579	0/0/0	61 467	10000	21 350	0000	005,60	2,060	200	20.02	21.48	27.00	1977	23.19	23.77	24.36	24.93	25.52	26.09	59.92	27.26	27.84	28.44	28.74	28.82	30.34	
MAINTHEL	42 273	25,575	43.304	44.831	45,940	47,115	48,355	49.529	50 748	51 944	20,00	25.03	25.55	20,000	50,012	36,012	/91.60	00,080	82,00/	03.416	98,826	55,235	2,060		20.37	21.12	02.00	22.87	23.47	24.04	24.63	25.22	25.82	26.39	26.98	27.56	28.16	28.73	28.42	30.10	30.78	
MES	20 055	2000	23,812	30,586	31,316	32,100	32,887	33.617	24.404	35 46	0000	20.919	1000	30,404	90,00	38,9/9	39,73/	40 64	41.546	42,449	43,353	44,258	1,305		07.70	23.24	22.00	20972	25.20	25.76	36.36	28.38	27.52	28.10	28.71	29.28	29.87	30.45	31.14	37.84	32.53	
LT ASST MGR	OOT 69	63.708	64,902	66,160	67,332	68,481	69.719	70.890		12121	U86.57	74,535	08/6/	76,922	78.093	79,287	80,502	81,921	83,34	84,760	86,179	87,598	2.060		30.93	37.57	32.72	22.03	73.62	1977	35.01	35.60	36.18	36.76	37.34	37.91	38.49	39.08	39.77	95.05	41.15	
HLTH AIDE		24,966	25,910	26,754	27,582	28.449	20 314	30 150	20.00	31,040	1.897	32,767	33,611	34.481	35,331	36, 194	37,033	38,007	38,981	39,955	40,928	41,902	1176		21.23	22.03	22.75	23.45	25.63	26.55	20.02	27.12	27.86	28.58	29.32	30.04	30.78	31.49	32.32	33.15	33.98	
SEC AIDE		36,070	37,137	38.223	39,175	40 227	12.5	1/2/14	42,313	43,339	44,368	45,402	46,422	47,463	48,492	49,534	50,553	51,723	52,891	54,060	55,230	56,398	1 650	1,000	23.00	23.68	24.38	24.98	3	26.92	27.03	20 30	28 08	2061	30.27	30.93	37.59	32.24	32.99	33.73	34.48	

6HRSABA		23,559	24,362	25.052	25,668	26.304	27 100	27 800	2007	20,30	20 007	30.573	31,286	31.965	32.680	33,346	34.078	34.811	35,543	36,275	37,007	1.176		20.03	20.72	27.30	27.83	22.44	23.05	23.65	24.24	78.87	20.43	29:00	76.60	27.78	27.73	28.36	28.98	28.60	30.22	30.85	31.47
RN 12-MTH		67,540	096'89	70,491	72.041	73.477	75,009	76 538	78.088	79 617	81 128	82,622	84.117	85,645	87,120	88,615	90,417	92,220	94,024	95,827	97,629	1,708		39.55	40.39	47.28	42.79	85.03 20.03	25.55	44.83	43.73	30.02	10.74	48.39	43.20	20.70	20.70	37.50	32.95	54.01	25.06	56.72	57.18
7HR12SS REGNURSE RN 12-MTH 6HRSABA		54.269	55,410	56,640	57,886	59,040	60.271	61.500	62 744	63.973	65,187	66,387	62,589	68,816	70,003	71,203	72,651	74,101	75,549	76,998	78,447	1,372		39.55	40.39	47.28	42.79	20.03	36.5	45.73	65.07	23.54	20.00	20.03	25.00	25.70	27.06	20.30	32.33	24.07	22.00	27.00	37.78
7HR12SS	050.07	49.259	49,558	51,291	52,762	54,327	55,855	57,365	58,892	60,438	61,966	63,511	65,058	66,603	68,134	69,717	71,566	73,413	75,262	77,110	78,958	1,747		28.20	28.37	25.50	32.55	23.02	1000	22 71	109 75	26.47	35.35	37.27	20 12	20.00	30.00	10.07	1000	42.06	43.00	16.00	43.66
12MTSG	CA 440	04,440	55,869	57,538	58,989	60,506	62,020	63,580	65,073	66,589	68,084	69,622	71,138	72,675	74,192	75,731	7,549	79,368	81,186	83,006	84,825	2,060		ZD:43	27.73	2000	20.02	30 11	30.87	37.60	32.33	33.06	33.87	MA	35.20	20.02	25.77	37.65	33.8	20.73	00 OP	30.27	-
10MTSG	41 440	2000	42,535	43,807	44.911	46,066	47,220	48,407	49,544	50,699	51,836	53,008	22 161	55,332	56,485	57,657	29,042	60,426	61,812	8 5	08.280	1,568	1 2	50.43	27.13	28 64	88	30.77	30.87	37.60	32.33	33.06	33.87	24.54	35.29	36.02	36.77	37.65	25.85	20.00	40.30	41 10	2
7HRTACS!	34 411	25.623	20,023	30,824	38,039	39,224	40,437	41,653	42,868	44,068	45,284	46,497	47,744	48,943	50,157	51.402	22.850	005.4	35,748	37,137	26,040	1,372	1 00 36	25.00	25.30 26.84	27.73	28 59	29.47	30.36	37.24	32.12	33.07	33.89	34.80	35.67	36.56	37.47	38.52	39.58	40.63	41.69	42.74	
12SSACPT 7HRTACSI	43.801	45 347	46.074	40,074	40,471	49,930	51,478	53,023	54,570	56,097	57.644	59,190	60.7/4	52,302	52,848	100,431	6/7/0	99,119	72 800	74 654	¥20'*/	1,747	25.07	25.05	26.83	27.72	28.58	29.47	30.35	37.24	32.11	33.00	33.88	34.79	35.66	36.55	37.45	38.57	╁	H	41.68	╀	
12SDMO	38,250	39 832	41 380	2000	44,400	14,403	46,037	47,564	49,110	50,657	32,167	25.55	22,22	30,708	30,233	23,04	63 583	55 A54	67 324	60 105	3	1,747	21.80	22.80	23.69	24.59	25.47	26.35	27.23	28.11	29.00	29.86	30.73	37.61	32.49	33.37	34.25	35.33	36.40	37.47	38.54	39.61	
GRD/MT	48,444	49.498	50 773	51 080	53 166	2000	000	100.00	8,48	5,934	29.120	24.553	700,10	64 044	65.272	66 730 ·	68 207	69 675	71.143	72.610		2,060	23.52	24.03	24.65	25.23	25.81	26.37	26.92	27.55	28.12	28.70	28.32	29.89	30.50	37.09	31.69	32.40	33.11	33.82	34.54	35.25	
7 HR TA	31,349	32,638	33,823	35.053	36 253	37.453	20 00	700,00	2000	/SO'-5	42,320	44 757	45 071	47 171	48.372	49 812	51251	52 692	54.132	55.572		1,372	22.85	23.79	24.65	25.55	26.42	27.30	28.18	23.08	29.95	30.85	31.74	32.62	33.57	34.38	35.26	36.37	37.36	38.47	39.45	40.51	
6 HR TA	26,871	27,976	28,991	30.044	31.075	32 103	33 143	24 100	35,738	36.270	27.22	38.363	39.404	40.431	41.462	42.696	43,931	45,165	46,399	47,634		1,176	22.85	23.79	24.65	25.55	26.42	┥	+	╅	┿	+	+	┥	┵	-	┥	4	-	\dashv	4	4	
Steps>	-	2	3	4	9	9	,	×		, ç	F	12	13	7	15	16	17	18	19	20		HOUMS	181		3	1	1	٥	1	†	» ;	†	†	†	2	+	+	1	4	+	+	┨	

21-22 MESPA SALARY SCHEDULE (continued)

7HRSABA 10CLKTYP 12SRCLKTYP CLEANER MAINTHEL MES I/T ASST MGR	8	34,741 43,339 44,002 43,346 43,939 30,110	35,827 44,694 45,413 44,686 45,279 30,892	36,681 45,760 46,638 45,741 46,399 31,630	37,707 47,040 47,994 47,038 47,586 22,421	38,690 48,266 49,326 48,246 48,839 23,516	39,664 49,481 50,650 49,455 50,024	40,636 50,694 51,973 50,685 51,255 34,748	41,585 51,877 53,270 51,870 52,463 35,513	42,574 53,111 54,607 53,101 53,716 36,278	43,541 54,317 55,925 54,286 54,903 37,044	44,526 55,546 57,271 55,539 56,133 37,839	45,472 56,727 58,567 56,726 57,341 38,590	46,439 57,933 59,885 57,933 58,592 39,369	47,435 59,176 61,240 59,164 59,779 40,134	69.871 60,967 63,049 60,623 61,202 41,047	50,308 62,759 64,858 62,082 62,627 41,961	53,743 64,550 66,667 63,541 64,050 42,873	5476 65,000 65,474 43,787	54,513 68,133 70,285 66,458 66,898 44,701	1,400 1,747 1,747 2,060 2,060 1,305 2,060	24.13 24.44 20.47 20.78 20.40	24.81 25.19 21.04 21.33 23.07	25.58 26.00 21.69 21.98 23.67	26.19 26.70 22.20 22.52 24.24	26.93 27.47 22.83 23.10 24.84	28.23 23.42 23.71 25.45	20.02 28.39 24.01 24.28 26.02	20.73 24.60 24.68 26.63	30.40 31.36 35.70 36.00 57.01	37.09 32.01	31.80 32.78 26.96 27.25 20.00	32.47 33.52 27.54 27.84 29.57	33.16 34.28 28.12 28.44 30.17	33.87 35.05 28.72 29.02	34.90 36.09 29.43 29.71 31.45	30.40	
7HRSABA	27,486	28,421	29,228	29,945	30,794	31,628	32,432	33,252	34,057	34,892	35,667	36,501	37,293	38,126	38,902	39,738	10.00) op ' c	126,34	2,1,2	1,372	20.03	20.72	27.30	27.83	22.05	2264	24.24	24.82	25.43	26.00	26.60	27.18	27.79	28.36	28.38	20.00	

27,140 31,662 28,256 32,964 29,281 34,161 30,344 35,404 31,386 36,616 33,474 39,054 34,541 40,297 35,578 41,508 38,747 45,205 39,798 46,431 41,877 48,856 43,123 50,310 44,370 51,764 45,617 53,19 46,431		38,633 40,230 41,794 43,392 44,934 46,497 48,040 51,164 52,689 54,230 54,230 55,774 57,336 58,878	44,239							
┪┩┩┩┩┩┩┩┩┩┩			45,800	34,755	41,863	54,984	49.752	54.812	68 216	20, 20
·┼┼╏┩╇╃┇┩╅╏╏╏╏╏╇┋┋╇				35,979	42,960	56.428	50.054	55.964	60 649	24 60
-{}}-	┍┡┋┋ ╂╃╃╃╏╏╏╏╏		47,343	37,192	44,245	58,113	51.804	57.206	71 105	25 202
┦┩┩┩┩	·		48,905	38,419	45,360	59,579	53.290	58.465	72.761	25,000
	╡ ╃╃╃╃╃╀╀┼┼┼┼┼┼┼		50,429	39,616	46,527	61,111	54.870	59.630	74 211	26,52
	╺╂┩┩┩╏┩╇╏┩		51,993	40,841	47.692	62.640	56.414	60.874	75 750	27 200
╶╏┇╏╏╏╏╏╏	┍╂╌╏┈╏┈╏┈╏┈╏┈╏┈╏ ┈╏		53,553	42,070	48.891	64 216	57 930	62 115	77.70	000,72
╒┋┋┋ ┋┋	┡╸╉╍┨┈╏┈┇╸┇╸╏┈╏ ╺ ┇ ┈╏		55,116	43 297	50 039	65 724	50 481	62 274	900.77	8/0'87
╏╸╏╸╏ ╶╏╶╏╶╏╶╏	╏╸╏╶╏╶╏╶╏╶╏ ╶╏		56 658	44 500	51.006	67 75E	33,40 :	75,53	78,869	28,786
┞┈╏╏╏╏╏╏	┞╏┩╅╃╂╅╏ ╏		58 220	757 74	52.25	202769	200,000	04,013	80,414	29,485
	┞┞┋┋┋		59 782	46 062	52,334	20,700	980,79	65,839	81,939	30,206
╂╂╂	┞╂╏╏ ╅╂╂	+	61 302	100.00	0000	010,010	94.140	100/4	83,448	30,879
	╂╏╏ ╁┼┼	1	20019	48.221	20,43	7,849	65,709	68,265	84,958	31,599
╂╂╂╂╂	╀╂╁╂╂		62,323	49,432	22,885	/3,402	67,269	69,504	86,501	32,285
++++	+++	Ł	280	50,659	57.050	74,934	68,815	70,703	87,992	33,007
╉╃╅╇	+++	+	56,085	51,916	58,234	76,488	70,414	71,915	89,501	33,679
╂┼┼	╂╂	62,330	67,948	53,379	59,632	78,324	72,282	73,378	91,322	34.419
++	4	+	69,810	54,843	61,030	80,162	74,147	74,842	93,143	35,159
┿		66,109	71,675	56,305	62,430	81,998	76,015	76,304	28.964	35.898
	4	67.997	73,537	57,769	63,828	83,836	77,881	77,768	96,785	36 638
41	73,336	69,887	75.401	59,232	65,226	85,673	79,748	79,231	38,605	37.377
HOURS 1,176 1,372	2,060	1,747	1,747	1,372	1,568	2,060	1,747	1,372	1,708	1.176
┝	8 23.75	11.22	25.32	25.33	26.70	26.70	07.00	20,000		
┝	H	23.03	26.22	26.22	27.40	27.70	20.00	28.93	35.55	2023
24.90 24.90	F	23.92	27.10	27.11	20 22	20 22	20.03	40.73	40.79	20.32
H		24.84	27.99	00 80	28.03	20.00	33.65	47.70	41.70	21.52
Н	3 26.07	25.72	28.87	28.87	20.67	20,67	30.00	42.01	47.01	27.02
┝	┝	29.92	20 26	20 77	20,00	20.00	27.20	43.40	43.40	77.77
╁	╁	27.50	30.00	20 00	30:35	30.47	22.75	44.3/	44.37	23.28
╁	7 27.82	20 30	33.55	30:00	31.10	37.78	23.76	45.27	45.27	23.88
╀	╀	20.00	32,52	27.30	37.37	37.97	38.03	46.19	46.19	24.48
╁	╀	23.63	35.45	14.48 14.48	32.60	32.66	34.94	47.09	47.09	25.07
╀	╀	30.70	35.35	53.34	33.39	33.39	35.82	47.99	47.99	25.69
+	╀	37.04	34.22	34.23	34.14	34.14	36.72	48.87	48.87	26.26
+	+	37.93	35.14	35.15	34.89	34.89	37.61	92.69	49.76	26.87
+	+	32.82	36.02	36.03	35.64	35.64	38.51	20.66	20.66	27.45
+	+	33.70	36.97	36.92	36.38	36.38	39.39	51.53	51.53	28.07
+	+	34.60	37.83	37.84	37.14	37.14	40.37	52.42	52.42	28 64
	32.72	35.68	38.89	38.97	38.03	38.03	47.37	53.48	07.63	5000
	_	36.76	36.66	39.97	38.02	38.00	17767	24.73	25.55	17.63
H	H	37.84	41.03	41.04	20,00	20.00	1367	33.53	34.33	63.30
39.85 39.85	34.88	38.92	60 67	11.00	40.71	33.0%	43.37	23.02	29:02	30.53
	H	00 07	25 67	10 47		40.77	66.30	20.08	26.68	31.15

Steps>	-	5	3	4	ŀ	, "		I		6	20	Ξ	12	13	14	15	16	17	48	19	20	חשונה	Curo	7	2	6	,	,	•	. ~	6	0,	11	22	13	77	15	91	17	81	19	8
6.5HRSAB	25,778	26,656	27.411	28.084	28 881	00'07	59,603	30,417	31,185	31,941	32,724	33,450	34,234	34,975	35,757	36,486	37,287	38,088	38,890	39,691	40,493	4 074	1,2/4	20.23	20.02	27.52	22.05	76.67	22.60	24.48	25.07	25.60	26.26	26.87	27.45	28.07	28.64	29.27	29.90	30.53	31.15	24 70
7HRSABA	27,761	28.705	20,520	30 344	18.	יותע	31.944	32,756	33,585	34,398	35,241	36,024	36,866	37,666	38,507	39,291	40,156	41,017	41.882	42,744	43,608	92.0	1,372	20.23	20.02	21.52	22.05	75.67	23.28	24.40	25.07	25,50	% %	28.87	27.45	28.07	28.64	29.27	29.90	30.53	31.15	
SABA 10CLKTYP	34,127	35.088	36.185		20,040	38,084	39,077	40,061	41,043	42,001	42 999	43,977	44.971	45,928	46,903	47,910	49,360	50,810	52.26	53,711	55,162		7.400	24.37	25.06	25.84	26.46	27.20	27.90	70.07	20.00	20.33	27.77	24.66	32.80	22.40	1676	35.25	36.28	37.32	30 25	20.00
12CLKTYP	42.573	43 772		1 2 2	40,218	47,510	48,749	49,976	51.201	52,396	53 640	54.861	58 102	57.295	58.512	59.768	61 577	63.386	65.196	67,005	68,815		1,747	24.37	25.06	25.84	26.46	27.20	27.90	78.67	18.83	20.50	1000	37.40	22.00	32.40	27.27	35.25	36.28	37.32	30 35	20.00
12CLKTYP 12SRCLKTYP CLEANER MAINTHEL	43.123	77.77		42,808	47,105	48,473	49,820	51,156	52 493	53.802	56.152	56 485	E7 844	59 153	60 483	61.853	63 670	65.506	67.334	69.161	70.988		1,747	24.68	25.44	26.26	26.96	27.75	28.52	29.28	30.05	30.80	37.57	25.25	33.77	22.00	36.44	26.45	37.50	200	5000	20.00
CLEANER	42 581	3	27,72	45,133	46,198	47,508	48.728	49.950	51 102	52 380	52 632	54 820	500,00	57 203	50 513	50,756	64 220	20 CO	371.79	65,650	67 123		2,060	79.67	21.25	21.91	22.43	23.06	23.65	24.25	24.85	25.43	26.03	29.92	27.23	1877	28.40	10.52	27.55	30.44	57.75	1111
MAINTHEL	49 225	27,52	44,378	45,732	46,863	48,062	49.327	50 524	51 760	52,700	34,300	201	33.432	30,03	50 130	50.176	00.3/	62.05	203723	120	67 567	/25,70	2,060	2000	21.54	22.20	22.75	23.33	23.95	24.53	25.13	25.72	26.34	26.92	27.52	28.11	28.73	18.87	30.07	1778	31.40	32.10
MES	000	53,039	30,411	31,201	31,945	32.745	33 5.48	24 202	200.00	35,030	20,000	8	37.414	717.00	38.976	39.703	40.535	41,45/	42,361	43,302	C77144	43,140	1,305	27 74	22 27	22.00	24 48	25.09	25.71	26.28	26.89	27.49	28.08	28.67	29.29	29.87	30.47	37.06	31.77	32.48	33.18	22.00
I/T ASST MGR	000	28.48	66,206	67,490	68,685	69.857	71 130	77.046	12,310	/3,5//	/4,815	76,033	722	/8,468	79,663	80.881	82,121	83,567	85,076	86,463	87,911	68,359	2,060	32,56	37.33	22.76	23.26	33.07	34.52	35.10	35.72	36.32	36.91	37.50	38.09	38.67	39.26	39.86	40.57	41.27	41.97	0000
HLTH AIDE		25,468	26,431	27.292	28 137	20,000	20000	29,300	30,776	31,664	32,532	33,426	34,286	35,174	36,041	36,922	777.75	38,771	39,765	40,759	41,750	42,744	1.176		27.66	22.48	22.67	28.68	25.43	26.17	26.93	27.66	28.42	29.15	29.91	30.65	31.40	32.12	32.97	33.81	34.66	- C-
SEC AIDE	-	36,795	37.883	38 991	30.05	44 025	000	47.10	43,163	44,210	45,260	46,315	47,355	48,417	49,467	50,529	51,570	52,762	53,954	55,147	56,340	57,532	1.568		23.47	24.16	24.87	25.43	26.75	27.53	28.20	28.86	29.54	30.20	30.88	37.55	32.23	32.89	33.65	34.41	35.17	

CONTRACT DESCRIPTION	TEACHED ASSISTANT (TAX) MOTE THE ASSISTANT (TAX)	TEACHED ASSISTANT (1A) - NOTE: FIE APPLIED FOR SCHEDULES LESS THAN 6.0 HR / DAY	GROUNDSKEEDED / MAINTAINED	CITCORDAINTETERN MAINET AND MAINE CARE AND MAINE AND MAINET AND MA	SENIOR STENIORS ABBEING MACHINE OPERALIOR	TEACHER ASSISTANT (TAX) (COMBITTED CHEN)	MAINTAINED (SCI. INT. CONTROLLER SPECIALIS) / INSCHOOL SUSPENSION SUPERVISOR	MAINTAINER SECONDITY GUARD	STENOGRAPHIC VECTABLE	REGISTERED NIEGE	REGISTERED NIPSE	SUPERVISORY AIDE / MONITOR MOTE FTC ABBITCO CO. CO. CO.	SLIPERVISORY ALDE LANDAUTOR	SUPERVICENT AIDE, MONITOR	CLERK TYPIST	CLERK TYPISITIT AIDE	SENIOR CLERK TYPIST		MAINTAINE HEIDED	MANUTER MELTER	ALIDIO VICEIA (TECHANICIAA)	HEATH AIDE	SECURITYAIDE
ANNUAL CONTRACT		10-MONTH	12-MONTH	12-MONTH	12-MONTH	MONTH		12-MONTH	12-MONTH	Γ	12-MONTH					Γ					MONTH	MONTH	MONTH
HRS/DAY TOTAL HOURS	1.176	1.372	2,060	1,747	1,747	1,372	1,568	2,060	1,747	1,372	1,708	1,176	1,274	1,372	1,372	1,747	1,747	2,060	2,060	1,305	2,060	1,176	1,568
HRS/DAY	9	,	8	7	7	7	8	8	7	7	7	9	6.5	7	7	7	7	80	8	2	8	9	9
CODE	6 HR TA	7 HR TA	GRD/MT	12SDMO	12SSACPT	7HRTACSI	10MTSG	12MTSG	7HR12SS	REGNURSE	RN 12-MTH	6HRSABA	6.5HRSABA	7HRSABA	10CLKTYP	12CLKTYP	12SRCLKTYP	CLEANER	MAINTHEL	MES	IT ASST MGR	HLTH AIDE	SECAIDE