

THE LABOR AGREEMENT
BETWEEN THE
MARCELLUS CENTRAL SCHOOL DISTRICT
AND
MARCELLUS MECHANICS/MECHANICS HELPERS
UNION

JULY 1, 2022 – JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE I	WORK DAY/YEAR.....	1
ARTICLE II	OVERTIME.....	1
ARTICLE III	HOLIDAYS	1
ARTICLE IV	VACATIONS	1
ARTICLE V	PERSONAL LEAVE.....	2
ARTICLE VI	SICK LEAVE	2
ARTICLE VII	ILLNESS OF FAMILY	3
ARTICLE VIII	BEREAVEMENT LEAVE.....	4
ARTICLE IX	JURY DUTY	4
ARTICLE X	MATERNITY LEAVE.....	4
ARTICLE XI	UNPAID LEAVES	4
ARTICLE XII	HEALTH INSURANCE.....	4
ARTICLE XIII	DENTAL INSURANCE.....	5
ARTICLE XIV	LIFE INSURANCE	5
ARTICLE XV	LONG TERM DISABILITY INSURANCE	6
ARTICLE XVI	NO STRIKES.....	6
ARTICLE XVII	RETIREMENT	6
ARTICLE XVIII	SNOW DAYS.....	7
ARTICLE XIX	DRIVING FULL TIME.....	8
ARTICLE XX	TOOLS, UNIFORMS, AND PERSONAL PROTECTIVE EQUIPMENT	8
ARTICLE XXI	SALARIES	8
ARTICLE XXII	EMPLOYEE ASSISTANCE PROGRAM	9
ARTICLE XXIII	DURATION & SIGNATURES.....	9
APPENDIX A	EVALUATION PROCESS	10

**ARTICLE I
WORK DAY/YEAR**

1. The work day will consist of 9 hours which includes one (1) hour unpaid lunch while school is in session.
2. During summer days (school not in session) work day will consist of 8 ½ hours which includes one unpaid half (½) hour for lunch.
3. Fifty-two (52) weeks a year.

The work hours for each individual will be assigned by the Transportation Supervisor.

**ARTICLE II
OVERTIME**

Overtime pay of one and one-half (1½) times the employee's hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per work week. Paid leave benefits shall not be considered time worked for the purposes of computing overtime.

**ARTICLE III
HOLIDAYS**

Paid Holidays are the Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Day Before Christmas, Christmas Day, Day After Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.

**ARTICLE IV
VACATIONS**

1. Employee will accrue one (1) day per completed month of first year of employment. (Fiscal year July 1st to June 30th).
2. Two (2) to ten (10) years of employment, employee will accrue one (1) day vacation per month for a total of twelve (12) days a year.
3. Eleven (11) to fifteen (15) years of employment, employees will accrue fifteen (15) days vacation per year.
4. Sixteen (16) to twenty (20) years of employment, employees will accrue twenty (20) days vacation per year.
5. Accrued vacation leave will be credited to the employee and made available for use each year on July 1st.
6. Paid vacation will be mutually agreed to by the employee and the immediate supervisor at least two (2) weeks in advance.

**ARTICLE V
PERSONAL LEAVE**

A. PERSONAL LEAVE DAYS

For the transaction of personal business, there shall be an annual allotment of three workdays allowed at full pay. The parties agree the purpose for taking personal leave shall conform to the reasons listed below.

B. NOTICE OF LEAVE

Reasonable notice of such leave shall be given as soon as possible. If the member provides at least two weeks' notice of such leave request, then the District shall respond within one week of the request. Permission must be granted by the Transportation Supervisor.

C. PERMISSIBLE USES

Personal leave may be used for: Own wedding; college graduation for self, spouse, son or daughter; taking son or daughter to college; legal transactions; court business; religious; fostering; child rearing; adoption or others at the discretion of the School Business Administrator.

D. RESTRICTIONS

1. Personal leave will not be approved for days immediately preceding or following a scheduled holiday period except in extraordinary cases where the need for such leave could not have been known in advance or where it could not have been scheduled during the holiday or at some other time.
2. Requests for days will be considered in light of daily transportation needs.

E. UNUSED DAYS

Unused personal leave shall be added to the employee's accumulated sick leave.

**ARTICLE VI
SICK LEAVE**

A. EARNING OF SICK LEAVE

1. During an employee's first year on the job, sick days will be advanced at the start of employment, calculated by multiplying 1.2 days per month times the number of months remaining in that school year.
2. Employees whose start date occurs prior to the 15th of the month shall be credited with one day for that month. Employees whose start date occurs after the 14th of the month will not be credited with sick leave for that month.

3. 14 sick days will be advanced on July 1 for each school year thereafter.
4. The District, at its discretion, reserves the right to request verification of any sick leave use.
5. Days of sick leave earned will be based on the employee's normal hours of a work day.

B. MAXIMUM ACCUMULATED SICK LEAVE

Individual sick leave days may accumulate to a maximum of 200 days. However, any individual who reaches the maximum number of accumulated sick leave days shall be allowed, if necessary, to utilize his/her current year's credited amount prior to using any days from his/her sick leave accumulation of 200 days. In no event shall the days exceed 200 for cash out purposes.

C. TERMINATION OF EMPLOYMENT

An employee who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned will have the difference deducted from final pay.

**ARTICLE VII
EMERGENCY FAMILY ILLNESS LEAVE**

A. EMERGENCY ILLNESS DAYS

For up to five days per year, absence occasioned by an emergency illness in the employee staff member's immediate family shall be allowed. Absence occasioned by an illness (non-emergency) of the employee's spouse, domestic partner, child/step child or parents/step parents shall also be allowed as part of the same five-day allotment. Days can be taken beyond the five-day limit and shall be taken as sick leave.

Family illness leave may also be used for child rearing purposes under certain circumstances. Family illness leave used for child rearing purposes shall include:

- The birth of a certified staff member's child, within the first six weeks after birth.
- The adoption of a child by a certified staff member, within the first six weeks after the adoption.
- The fostering of a child by a certified staff member, within the first six weeks of foster care placement.

Unless the absence is related to illness of the certified staff member's immediate family, days for this purpose are restricted to the five-day limit.

B. NOTICE OF LEAVE

Reasonable notice of such emergency illness shall be given as soon as possible to the transportation supervisor or his/her designee.

**ARTICLE VIII
BEREAVEMENT LEAVE**

Employees may be allowed leaves for bereavement for the death of an immediate family at full pay for up to five (5) days per funeral. Employee's immediate family includes: spouse, children, parents, mother-in-law, father-in-law, grandparents, brothers, sisters, or any other dependent living in the household of the employee.

**ARTICLE IX
JURY DUTY**

1. Any employee called to jury duty shall notify their immediate supervisor as soon as the notice is received. If deemed necessary by the Transportation Supervisor, the employee will request the court to defer jury duty to a more appropriate date.
2. Employees on jury duty shall receive full pay, but must reimburse the District any money received from jury duty less parking fees.

**ARTICLE X
MATERNITY LEAVE**

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall be treated as temporary disabilities for all job-related purposes. Sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

**ARTICLE XI
UNPAID LEAVES**

Requests for unpaid leaves of absence may be considered on an individual basis upon written request to the Superintendent of Schools.

**ARTICLE XII
HEALTH INSURANCE**

1. All bargaining unit members working twenty (20) hours a week or more on a continuing basis will be eligible to participate in the District group insurance program.
2. The plan of benefits and the premium contribution of the District and the employee are as follows:

Health Insurance	District pays	Employee pays
Individual Premium	95 %	5 %
Family Premium	88 %	12 %

Percentages above are applied to the total premium cost of the plan.

3. Prescription Drug

The co-pay obligations of each employee for the prescription drug rider to the District's Health Insurance Plan will reflect the Three-Tiered payment structure offered through the Cooperative Health Insurance Fund of Central New York at the rates of:

Drug Level	Retail Pharmacy	Mail Order <i>(90-day supply)</i>
Tier I	\$5	\$10
Tier II	\$20	\$40
Tier III	\$40	\$80

**ARTICLE XIII
DENTAL INSURANCE**

The District will pay \$150 toward the annual premium rate for each employee participating in the dental insurance plan and the employee shall pay the balance.

**ARTICLE XIV
LIFE INSURANCE**

The District will pay 100% of the annual premium for each employee. This insurance will be equal to twice the annual salary of each employee.

**ARTICLE XV
LONG TERM DISABILITY INSURANCE**

The District will pay 100% of the long term disability insurance for the employee only.

**ARTICLE XVI
NO STRIKES**

In accordance with New York State Law, unit employees hereby affirm a policy that they will not implement a labor strike against the District, nor will they assist or participate in a strike by other employees.

**ARTICLE XVII
RETIREMENT**

1. Full time employees must join the New York State Employees' Retirement System (NYSERS).
2. The District offers the benefit of Section 41-j of the Retirement and Social Security Law (RSSL), available from NYSERS. Section 41-j allows the conversion of accumulated and unused sick leave to service credit at retirement (RSSL conditions apply). Employees who avail themselves of the benefit of 41-j shall have days deducted from his/her accumulated and unused sick leave before the calculation outlined in paragraph 4 of this Article.
3. As an employee of Marcellus Central School District, bargaining unit members are eligible to become members of the NYSERS. Upon employment the employee shall contact the business office to complete the necessary forms.
4. Upon retirement, payment for accumulated sick days for eligible employees shall be based on \$30 per unused sick leave day up to a maximum of two hundred (200) days or \$6,000. A minimum of fifteen (15) years of District service is required and unit members must be eligible for retirement and retire under the NYSERS in order to be eligible for this benefit. Unit members not enrolled in the NYSERS will also be eligible for this benefit if he/she also meets the eligibility requirements set forth in this Article and retires from the District. Eligible employees enrolled in the NYSERS may choose, pursuant to Section 41-j of the RSSL, to convert accumulated unused sick leave to service credit up to the maximum allowed by law. For any accumulated unused sick days beyond the days that were submitted for 41-j Service Credit shall be paid upon retirement from the District at the rate of \$30 per day, up to a maximum of 35 days or \$1,050.
5. In order for the employee to be eligible for this benefit, he/she must notify the Superintendent in writing at least three (3) months prior to the effective date of the retirement. At the Superintendent's discretion, the notice requirement may be waived for extenuating circumstances.
6. For those unit members who retire on or after the date the Board of education ratifies this Agreement, the District will offer health insurance coverage into retirement under the following conditions:

- a. The District will contribute 40% of the cost of individual insurance per year until the retiree becomes eligible for Medicare.
- b. A minimum 15 year service requirement to the District is required.
- c. Normal requirement of District health insurance eligibility for coverage into retirement to be the same as an active employee.
- d. The employee must provide the District with three (3) months' notice in writing prior to retirement date.
- e. The employee must retire from the District and NYSTRS or NYSERS simultaneously and receive a pension annuity from the System. Employees who have met all other requirements under Article XVII(6) and are receiving a pension from another NYS public retirement system meet the requirements of Article XVII(6)(e).
- f. Health insurance coverage into retirement for the individual does not include dental, life or disability insurance. Retirees may continue dental coverage into retirement but are responsible for the full premium. Life and disability coverage may continue at the discretion of the insurance provider.
- g. Bargaining unit members will have the right to continue individual coverage when the above mentioned benefit ends. The retiree will then be responsible for the total premium.
- h. This benefit is prospective and available only for those members who retire on or after July 1, 2022.
- i. Dependent coverage will be available but the retiree will be responsible for any additional costs to the District beyond the District's contribution as noted in Article XVII(6)(a).
- j. In lieu of Article XVII(6)(a), retirees meeting the minimum fifteen (15) year service requirement in Article XVII(6)(b) and the 3 month notice requirement in Article XVII(6)(d) may elect to receive a one-time payment of twenty-four thousand (\$24,000) dollars to be paid as a non-elective employer contribution into a 403b Plan, to be paid within 30 days after the effective date of retirement or within 30 days of the retiree's establishment of a qualified 403b account, whichever comes later.

ARTICLE XVIII SNOW DAYS

1. Mechanics will receive full pay for declared snow days. They will be required to remain at transportation center until all buses have returned. This will not constitute overtime pay.
2. If the District cancels school to compensate for unused snow days, Mechanics will report to work for a regular work day or take an available vacation day.

**ARTICLE XIX
DRIVING FULL TIME**

Mechanics who request to switch to full time driving, and are accepted by management, and meet all the requirements at that time, will be given seniority on the sub driving list.

**ARTICLE XX
TOOLS, UNIFORMS, AND PERSONAL PROTECTIVE EQUIPMENT**

1. Mechanics and helpers will provide their own hand tools. All requests (including repairs to tools) are subject to approval by the Transportation supervisor. Insurance will be provided for tools lost, due to fire, flood and theft of entire tool collection.
2. Uniforms and the laundering of them will be provided for mechanics and helpers. Upon presentation of a receipt proving purchase, employees will be reimbursed for the purchase of approved safety shoes. Safety footwear is classified according to its ability to meet minimum requirements for both compression and impact tests. These requirements for both compression and impact testing procedures may be found in the American National Standards Institute standards. Protective footwear purchased must comply with ANSI Z-41.1991 American National Standard for Personal Protection-Protective Footwear.
3. Upon presentation of a receipt proving purchase, employees will be reimbursed for the purchase of approved winter coveralls, wearing apparel and safety glasses.
4. In consideration for the unit agreeing to provide their own hand tools and wear uniforms, the maximum allowance permitted for 1, 2 and 3 above shall not exceed \$1,000.
5. The District will explore options for the purchase of these items without the need for out-of-pocket expenses prior to reimbursement. (ie: purchase cards).

**ARTICLE XXI
SALARIES**

1. The District and the Union have agreed to increase the hourly wage for existing employees as follows:

<u>School Year</u>	<u>Hourly Rate</u>
2022-23	\$34.05
2023-24	\$35.41
2024-25	\$36.83

2. The District will reimburse all members within the unit for the difference in cost between a New York State regular operator's license and a New York State Commercial Driver's License (CDL). Reimbursement will only be made following the employee's submission of a valid receipt from the Motor Vehicle Department showing the cost of CDL.
3. The starting hourly rate for new unit members shall be 4% less than the appropriate job title's current rate of pay. The District reserves the right to waive this starting hourly rate of pay in the event the District is unable to hire qualified unit members.

**ARTICLE XXII
EMPLOYEE ASSISTANCE PROGRAM**


1. The parties agree to the mutual establishment and participation in an Employees' Assistance Program (EAP).
2. The parties agree that an individual employee's participation in the EAP is strictly voluntary and that his/her participation in the Program will not jeopardize either job security or promotional opportunities.
3. The parties agree to the formation of a Joint Labor Management committee with the Program Coordinator and one representative from each recognized bargaining unit, one representative from the confidential employees, and one representative from the administration to oversee, evaluate, and report to the Board of Education and union officers on the effectiveness of the program.
4. All the files, records, etc. of the EAP are strictly confidential in accordance with State and Federal guidelines and will not be released or discussed in any manner by the EAP Coordinator, any EAP staff, or the members' of the Joint Committee with anyone (including the Administration, Board Members or Union Officers) except under court order or by a signed authorization by the employee granting permission for release of specific information.
5. Employees participating in the EAP will be expected to meet exiting job performance standards and established work rules.
6. Implementation of this program will not require, or result in any special regulations, privileges or exemptions from standard administrative practices or collective bargaining agreement. The Program is not intended to supplant the normal disciplinary process, or in any way block employee's legitimate access to contractual grievance procedures.

Any additional rules or regulations for the EAP will be developed by the Joint Committee and approved by all parties and the Board of education where appropriate, before they become effective.

**ARTICLE XXIII
DURATION & SIGNATURES**

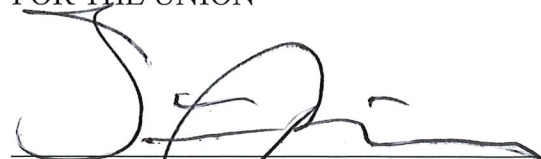
This agreement shall continue in full force and effect July 1, 2022 to June 30, 2025 under the terms as set forth herein.


FOR THE DISTRICT


Michelle Brantner, Superintendent

Date: 4/18/2023

FOR THE UNION


Timothy Hourigan, Mechanic


Kenneth Frost, Mechanic

**APPENDIX A
EVALUATION PROCESS**

To be completed annually by May 1:

DEPARTMENT

_____Transportation

TOTAL SERVICE

_____Years

_____Months

NAME _____

POSITION _____

DATE _____

PROCEDURES FOR EVALUATION

Purpose:

The purpose of having an employee evaluation is to improve the performance of employees in the Marcellus Central School District and to compile adequate information to validate decisions concerning continuation or termination of employment.

Procedures:

A) Monitoring: All monitoring or observations of an employee shall be conducted openly according to the criteria included on the evaluation form. This form shall be attached hereto and made a part of this document.

Specification of problem: Any statement by the evaluator which indicates a need for improvement will offer the evaluator's interpretation of the apparent need, and the evaluator will develop suggested procedures designed to allow for improvement.

B) Conference: A pre-observation conference will be held between the evaluator and the employee in order to establish the date the evaluation will take place and a general outline of what will take place that day.

Each bargaining unit member shall be given a minimum of one (1) evaluation per school year. After the evaluation, there will be a conference between the supervisor and the employee to discuss the evaluation. Each evaluation will be in written form and will be placed in the employee's personnel file after the employee has inspected it and signed it. The signature designates only that the employee has seen the evaluation. The employee will receive a copy of the evaluation(s). The employee may attach a written response to the evaluation form.

C) Evaluation: Evaluations will be conducted and completed by either the Superintendent of Schools, School Business Official or his/her authorized designee. Evaluators may seek input or information from the person or persons most responsible for ensuring the direct and efficient operation of the classroom, department, work area, or building in which the unit members is being evaluated. If the evaluator is using information from persons identified above they shall indicate this on the evaluation form.

If the employee questions the evaluation report, the employee may request in writing and will be granted a meeting with the Superintendent or his/her designee to review the written report in question. The employee shall provide, in writing prior to any meeting with the Superintendent or his/her designee, the purpose or reasons for the requested meeting with the Superintendent or his/her designee. If the meeting may lead to disciplinary action the Association will be notified and representation will be allowed.

1. Productivity

Consider the amount of work accomplished in relation to time required, rate of production, meeting deadlines, working alone when feasible, or overall performance.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

2. Quality of Work

Consider the degree of excellence of the end results for the amount of effort, application, and time expended. Take into consideration the amount of work required, amount of waste, bad starts, and assignments.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

3. Attendance and Punctuality

Consider the employee's overall record of attendance and punctuality.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

4. Work Habits and Interests

Consider the employee's willingness to get the job done and desire to do a good job.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

5. Knowledge of Duties

Consider the employee's knowledge of the skills necessary for the job. Can the employee work along, must he/she be continually directed?

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

6. Relationships with Others

Consider the employee's ability to work with other staff personnel as well as relations with the public and children.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

7. Personal Characteristics

Consider the predominant characteristics which have distinguished this employee's behavior. Consider attitude, initiative, cooperation, adaptability, fairness, ingenuity, dependability, appearance, etc.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

8. Self-Improvement Activity

Consider how this employee has reacted to the counseling and suggestions given. What has he/she accomplished toward the goals established in the previous appraisal interview? If he/she has failed to follow through, indicate why.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

9. Resourcefulness

Consider the employee's adaptability, self-reliance, versatility, and ease of learning initiative.

Comments: _____

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

