

MARCELLUS CENTRAL SCHOOL DISTRICT
COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE SUPERINTENDENT OF SCHOOLS OF THE
MARCELLUS CENTRAL SCHOOL DISTRICT

AND

MARCELLUS EMPLOYEES UNION

MARCELLUS, NEW YORK

July 1, 2023

TO

June 30, 2027

Dated this 14th day of July, 2023

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ARTICLE I RECOGNITION AND UNION RIGHTS

A. RECOGNITION

1. The District recognizes the Marcellus Employees Union (MEU) as the sole exclusive representative for the purposes of collective bargaining with respect to terms and conditions of employment for:
 - a. Category 1: Custodians Maintenance Employees
(Excluding: Director of Facilities)
 - b. Category 2: Cafeteria Employees
(Excluding the School Lunch Supervisor)
 - c. Category 3: Teacher Aides
 - d. Category 4: Teaching Assistants
2. Per Diem substitutes, student help, and summer help are not covered by the contract.
3. Long-term substitute employee shall be defined as one who substitutes for a regular unit member for thirty (30) or more consecutive workdays and shall at that point become a member of the MEU. The Superintendent may waive the consecutive workday requirement.
4. The term "Employee" when used herein shall mean all of those classifications enumerated in Article I (A)(1) above.

B. SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement shall be found by the courts 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 application shall continue in full force and effect.

C. STATE LAWS

Nothing contained herein shall be construed to deny or restrict to any Employee any rights he/she may have under State laws.

D. UNION AFFILIATION

There will be no reprisals taken (or employment or other disadvantage taken) against any Employee by reason of his/her membership in the Union or his/her participation in any lawful Union activities.

E. UNION RIGHTS

1. The Union shall have the right to use school buildings for meetings. Approval for use shall be made through the office of the Principal of the building to be used, approval subject to existing Board by-laws.
2. The Union shall have access to and the right to use Employees' mailboxes and interschool mail. All material placed in the mailboxes by the Union shall be identified, dated, and copied to the building principal if for general distribution.
3. The District will allow the Union President and/or his/her designee use of personal leave or vacation time as set forth in paragraphs Article III (E) and Article III (H) for Union related business.
4. In disciplinary meetings and/or hearings the District will provide the Employee with an opportunity to secure legal and/or Union representation.

F. COPIES OF CONTRACT

Copies of this Agreement shall be made available electronically.

G. DEFINITIONS

1. Immediate Family

Immediate family includes spouse, domestic partner, children, parents, mother-in-law, father-in-law, grandparents, grandchildren, brothers, sisters, step parents, step children, guardians, and wards or any other dependent living in the household of the employee, or others at the discretion of the School Business Administrator.

2. Maternity Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom 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.

3. Grievance

A grievance is any dispute between the District and the Bargaining Unit or between the District and an individual covered by this Agreement concerning the interpretation, application, alleged breach or violation of this Agreement. Such definition shall exclude the discipline, discharge, or non-retention of a temporary, provisional, probationary Employee, or the discipline or discharge of a permanent Employee.

4. Supervisor

Any immediate administrative superior not in the bargaining unit or other administrative or supervisory Employee responsible for the area in which an alleged Grievance occurs.

**ARTICLE II
GRIEVANCE PROCEDURE**

A. STAGES

1. STAGE 1: Immediate Supervisor

- a. Within thirty (30) workdays of the time the aggrieved knew or should have known of the act or condition on which the Grievance is based, the aggrieved and Union representative will meet and discuss it with the Immediate Supervisor, if appropriate. If consensus is reached, it will be reduced to writing and signed by the parties.
- b. The Union may submit District-wide grievances directly at Stage 2.

2. STAGE 2: Appeal

- a. If no consensus is reached at Stage 1, the Grievance will be presented to the grievance committee. If the committee determines the Grievance to be meritorious, it will file a written appeal with the Superintendent within ten (10) workdays of the Stage 1 meeting.
- b. The appeal will contain the following information:
 - (1) The provision(s) of this agreement violated or misapplied.
 - (2) The time when, and the place where, the alleged events or conditions existed, if known.
 - (3) A general statement of the nature of the Grievance, and
 - (4) The remedy sought.

Within ten (10) workdays of receipt of the appeal, the Superintendent shall hold a hearing and render a decision in writing, with a copy going to the aggrieved Employee and a copy to the Union. The decision shall be mailed no later than ten (10) workdays after the Superintendent's hearing is concluded. If the Union waives the hearing, the Superintendent shall render his decision no later than the final day it would have been due if a hearing had been held.

3. STAGE 3: Board of Education

If the Union is not satisfied with the Stage 2 decision it may, within fifteen (15) workdays of receipt of said decision, submit the Grievance to the Board of Education for a hearing. The Board will schedule a hearing and render a decision within twenty (20) working days.

4. STAGE 4: Arbitration

- a. If the Union is not satisfied with the Stage 3 decision, it may, within fifteen (15) workdays of receipt of said decision, submit the dispute to arbitration. Only the Union may submit the case to arbitration. If the issue involved in the arbitration has been submitted to any other forum, it may not be submitted to arbitration.
- b. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which adds to, subtracts from, modifies, changes or alters any provision(s) of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator's decision shall be based solely on the terms and conditions of employment contained within this Agreement.

- c. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.
- d. Both parties agree to attempt to keep costs at a minimum. Therefore, the parties will meet (without the arbitrator) and attempt to frame the question and reach agreement on any stipulations and exhibits prior to the arbitration.
- e. The arbitration will be held in accordance with the American Arbitration Association Voluntary Arbitration Rules.
- f. The arbitrator's decision shall be rendered within thirty (30) days of the close of the hearing.

B. PROCEDURES

- 1. All decisions above Stage 1 shall be rendered in writing, setting forth findings of facts, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Union President and Superintendent of Schools.
- 2. Any investigation or preparation for any Grievance proceeding required under the terms of this Agreement shall not be conducted during an Employee's working hours.
- 3. The aggrieved and any party in interest shall have the right at all stages of a Grievance to confront and cross examine all witnesses called against him/her and to testify and call witnesses on his/her own behalf. Either party to arbitration may obtain a stenographic transcript if they pay the entire cost. Such transcript will not become part of the record unless both parties agree.
- 4. A copy of the Grievance form is found in Appendix A of this Agreement.

C. TIME LIMITS

- 1. The time limits specified for either party may be extended only by mutual agreement.
- 2. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the Grievance will be deemed to be discontinued.
- 3. Failure at any stage of the Grievance procedure to communicate a decision to the designated party or parties within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within 30 days of the date the decision was due.

**ARTICLE III
LEAVES**

A. SICK LEAVE

1. During an Employee's first year on the job, sick days will be advanced as of the first day of employment, pro-rated based on start date and at the rate consistent with Article III (A) (3).
 - a. After completing one (1) year on the job sick days will be advanced at the beginning of each new work year on the basis of one and two-tenths (1.2) days per month for unit employees.
 - b. The District, at its discretion, reserves the right to request verification of sick leave use.
2. Employees hired after the 15th of the month will not receive credit for sick leave for that partial month of initial employment.
3. If employed for the full school or fiscal year, an Employee's total sick leave earned would be as follows:

Ten (10) month Employees – twelve (12) days
Eleven (11) month Employees – thirteen (13) days
Twelve (12) month Employees – fourteen (14) days
4. Days of sick leave earned will be based on the Employee's normal hours of a workday.
5. At the end of each year up to two hundred (200) days of accumulated and unused sick leave will be rolled over to the following year.
6. An Employee who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned in accordance with Article III(A)(1) and (3) will have the difference deducted from final pay.

B. PERSONAL LEAVE

1. For the transaction of personal business, there shall be an annual allotment of three (3) workdays allowed at full pay for unit employees. No reason need be given for two (2) of these days and the parties agree that the purpose for taking the day must still conform to the reasons listed below. Reasonable notice of such leave shall be given and permission must be granted by the employee's immediate supervisor. Personal leave may be used for: Own wedding; wedding of son, daughter, stepson or stepdaughter; 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. 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. Unused personal leave shall be added to the Employee's accumulated sick leave.

C. SICK DAY BANK

1. At the beginning of each school year, all employees will contribute one (1) day to the Sick Day Bank, should the sick bank be less than two hundred (200) days.
2. New employees must contribute one (1) day at time of hire regardless of the balance of days in the Sick Day Bank.

3. Employees may donate extra days. This shall be done on a voluntary basis.
4. These days are to be used after a bargaining unit member's accumulated sick, family, personal and vacation days are exhausted. Sick bank days shall cease when the person dies, recovers or Disability Insurance Coverage takes over.
5. A member seeking use of sick bank days must have a minimum of sixteen (16) sick days if a 10-month employee; seventeen (17) sick days if an 11-month employee; or eighteen (18) sick days if a 12-month employee at the start of the school year in which he/she applies for sick bank day(s) to be eligible for use of the sick bank. The maximum number of days from the bank that any individual may use in any school year is thirty (30) days. Members will only be allowed use of the sick bank once in a twelve (12) month period (e.g. if a member requested use of the sick bank on March 1, 2023, they would not be able to make another request until after March 1, 2024).
6. Application for the sick bank shall be made to the MEU and School Business Administrator on the form mutually agreed upon by the District and Association. It is understood that bargaining unit members may be expected to provide the District with verification of the need to use the sick bank.

D. ILLNESS OF FAMILY

For up to five days per year, absences 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.

E. BEREAVEMENT LEAVE

1. Absence occasioned by a death in the immediate family (see Article I, Section G) shall not be construed as sick leave. Bereavement leaves shall be allowed at full pay for up to five consecutive or non-consecutive days per death in the member's immediate family. Days must be taken within 52 weeks of the immediate family member's death.
2. Any extension beyond these time limits shall be deducted from personal leave days. Bereavement for someone other than immediate family shall be deducted from personal leave days.

F. JURY DUTY

1. Any Employee who is called to jury duty shall notify the School Business Administrator as soon as notice is received. A custodian who works a late shift will not be required to report to work on the same day that he/she has been assigned jury duty.

2. If necessary the Employee may request the court to defer jury duty to a more appropriate time. The School Business Administrator will confirm and support such requests when necessary.
3. If an employee is paid by the courts for jury duty, the employee shall remit that payment to the District and receive their regular pay.
4. Any reimbursement paid to an Employee for mileage in conjunction with jury duty is not to be considered in the computation in Article III (F)(3).

G. UNPAID LEAVE

1. Request for other leaves of absence shall be considered on an individual basis upon written request to the School Business Administrator. At the discretion of the School Business Administrator unpaid leave may be taken on the day before or after a school holiday.
2. Requests for a leave of absence in excess of six months must receive advance approval by the Board of Education.

H. VACATION

(Applies to Category 1 Employees only.)

1. During the first three (3) years of service category 1 employees shall accrue paid vacation days at the rate of 1.00 day per month, credited at the end of each month. During the first three (3) years of service Category 1 employees may accrue up to twenty-four (24) unused vacation days. Any days earned but not used beyond this twenty-four (24) day limit will be forfeited.
2. After three (3) years of service Category 1 employees shall accrue paid vacation days at the rate of 1.25 days per month, credited at the end of the month worked. After three (3) years of service Category 1 employees may accrue up to thirty (30) unused vacation days. Any days earned but not used beyond this thirty (30) day limit will be forfeited.
3. After ten (10) years of service Category 1 employees shall accrue paid vacation days at the rate of 1.50 days per month, credited at the end of each month worked. After ten (10) years of service Category 1 employees may accrue up to thirty-six (36) unused vacation days. Any days earned but not used beyond this thirty-six (36) day limit will be forfeited.
4. After twenty (20) years of service Category 1 employees shall accrue paid vacation days at the rate of 1.75 days per month, credited at the end of each month worked. After twenty (20) years of service Category 1 employees may accrue up to forty-two (42) unused vacation days. Any days earned but not used beyond this forty-two (42) day limit will be forfeited.

Vacation days shall be taken at times that are mutually agreed to by the employee and the employee's immediate supervisor, subject to the employee's work responsibility.

I. MILITARY LEAVE

Employees engaged in the performance of military duty shall be granted all benefits guaranteed under Military Law.

J. HOLIDAYS

- The following holidays will be paid to employees. The Holiday Schedule will be contingent on the student calendar but will include the following designated holidays, unless otherwise agreed by the parties:

<u>Holidays</u>	<u>Employee Category</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Independence Day	●			
Labor Day	●			
Columbus Day	●		●	●
Veteran's Day	●		●	●
Thanksgiving Day	●	●	●	●
Day After Thanksgiving	●	●	●	●
Christmas Eve	●		●	
Christmas Day	●	●	●	●
Day After Christmas	●		●	
New Year's Day	●		●	●
Martin Luther King Day	●		●	●
President's Day	●		●	●
Good Friday	●		●	●
Memorial Day	●		●	●

- To be eligible for holiday pay, a Category 1 Employee must have been on an active pay status (working or on paid leave) the full scheduled workday before and after the holiday.

K. OTHER LEAVES

- Child rearing leave may be applied for and granted for the purpose of childrearing after the birth, adoption, or fostering of a child. The employee must apply for the leave within six (6) weeks after the birth or adoption of the child. Employees applying for child rearing leave are required to apply on the standard form approved by the District.
- The leave shall be extended for the remainder of the school year in which the child is born or adopted and may be extended through the end of the next school year as agreed upon by the employee and the Superintendent of Schools. At the discretion of the Superintendent of Schools, an employee may schedule a return to work from a child rearing leave at any time during the school year.
- There shall be no compensation during this leave period.
- During this leave, the employee shall not engage in gainful employment, other than approved occasional substitute work, during hours that (s)he would normally be working as an employee of the Marcellus Central School District. If a violation is found, the District will have the option to cancel said leave and demand an immediate return to work of the employee in question. In extenuating circumstances, the employee may request, in writing, to return in advance of the scheduled return date. Within 10 days of receipt of that written request, the employee and supervisor will meet to determine when the employee should return in light of district needs. If the parties cannot agree, the employee may return within 10 work days of the meeting.
- Nothing contained in this provision shall diminish the rights provided to employees under the Family and Medical Leave Act ("FMLA") to take a leave of absence for the birth or adoption of a child, and such FMLA leave will run concurrently with child rearing leave under this provision.

L. PUBLIC HEALTH CRISIS AND/OR SCHOOL CLOSURE

In the event of a public health crisis or other circumstance requiring school closure or transition to remote learning, the district will make every effort to preserve employees' working hours to minimize the impact on wages. Continuance of wages for hours not worked are contingent on an agreed-upon memorandum of agreement between the District and the Marcellus Employees Union, and the laws of the Department of Labor and State of New York.

ARTICLE IV
CONDITIONS OF EMPLOYMENT

A. WORKYEAR/WORKDAY

- 1. Category 1: Five days a week, eight hours a day for full-time employment.
- 2. Categories 2, 3, and 4:

<u>Category</u>	<u>Basis of Pay (Paid Days)</u>	<u>Work Days</u>	<u>Number of Paid Holidays</u>
2 (Cafeteria Employees)	181	178	3
3 (Teacher Aides)	193	181	12
4 (Teaching Assistants)	195	185	10

- a. If cafeteria employees are required to work in excess of 178 days they will be entitled to their normal per diem rate for each day of service beyond 178 days. Cafeteria employees are required to report to work one (1) scheduled day before school opens.
- a. If teacher aides are required to report to work in excess of 181 days they will be entitled to their normal per diem for each day of service beyond 181 days.
- b. A 1.0 FTE Teaching Assistant workday is 7.25 hours per day (6.75 hours plus a one half (1/2) hour duty free lunch break without pay). The method of determining the salary for part time Teaching Assistants shall be on the basis of time paid divided by 6.75 hours. If teaching assistants are required to work in excess of 185 days, they will be entitled to their normal per diem for each day of service beyond 185 days.
- c. Basis of pay includes snow days and give back days for unused snow days.
- d. Compensation for additional hours must have prior approval of the employee's supervisor and shall be based on the employee's standard hourly rate.
- 3. The above is not to be considered as a guarantee of workdays and hours for all Employees.
- 4. The workday will include a one half (1/2) hour duty free lunch break without pay for any Employee who works more than four (4) hours per day.

B. SENIORITY

- 1. Seniority shall be defined as the number of years of continuous service in the District within one of the five unit categories defined in Article 1(A)(1). Seniority is computed on the basis of days worked regardless of the number of hours worked per day.
- 2. Seniority lists shall be maintained by the District and updated annually. A copy of the lists will be forwarded to the Union President.

C. TRAVEL TIME

(Teaching Assistants only)

A Teaching Assistant required to travel between buildings to fulfill his/her job responsibilities shall be given a minimum of twenty (20) minutes of duty free time to travel to and prepare for work in the subsequent building.

D. SNOW DAYS

1. A snow day will be deemed to occur whenever the District closes school because of weather conditions such as snow, impassable roads or any other emergency situation.
2. Cafeteria employees shall not be required to report to work on snow days and will receive their regular pay for such days. Teacher aides, bus attendants and teaching assistants shall not be required to report to work on snow days and will receive their regular pay for such days in accordance with the provision of Article IV (A)(3).
3. Custodial and Maintenance Employees shall report to work on snow days during first shift when directed. Those Custodial and Maintenance employees who are not directed to report to work on a snow day shall be paid their regular pay for the day. Those Custodial and Maintenance employees who are directed to report to work on a snow day shall be paid in accordance with the following:
 - a. If an 8 hour per day, \$20 per hour employee gets a day off because of snow or some other emergency, his daily rate of pay would be the same as if he had worked. (i.e. $8 \times \$20 = \160 for the day).
 - b. If that same employee was required to work on the day school was closed because of snow, etc., he would receive the above (\$160) plus time and one half for all hours worked. If he worked 8 hours he would receive his regular \$160 ($\20×8 hours) plus \$240 ($\20×8 hours $\times 1.5$) for the time worked.
4. Where excessive snow days or other emergency closings cause a reduction in pupil days below the State required 180 days, it is understood that Employees will work the necessary number of extra days scheduled for pupils without additional compensation.

E. POSTING OF VACANCIES

1. When a vacancy occurs within the District or a new position is created within this unit, notice of such position and job requirements shall be posted five (5) workdays prior to filling the position. The notice of vacancy shall be sent electronically to each Building Representative five (5) days prior to filling the vacancy. Each Building Representative will be responsible for posting the notice. The Union will be responsible for providing the School Business Administrator with the names of each building representative by July 1 of each year.
2. In filling vacancies, the District will give due consideration to the seniority and qualifications of present employees who apply before considering outside applicants. Due consideration includes a review of the applicant's personnel file, an interview, or whatever else is appropriate, but does not guarantee appointment to the vacant position. Persons interested in vacancies occurring over the summer must notify the District office of their desire and the District will in turn notify such individuals(s) if such vacancy occurs.
3. The Board of Education has final authority for appointment.

F. PERSONNEL ACTIONS

1. Teaching Assistants

Teaching Assistants shall be covered, and afforded all the rights and privileges, under Education Law and Commission of Education Rules and Regulations for the purposes of Seniority, Transfers, Layoffs/Recalls and Discipline.

2. Competitive Class Employees

For Competitive class employees, Civil Service Rules and Regulations apply. Seniority, Transfers, Layoffs/Recalls, and Bumping/Retreat rights shall be determined by the local Civil Service Commission who shall maintain these lists and have final authority.

3. Non-Competitive and Labor Class Employees

For the purpose of Seniority, Transfers, Layoff/Recalls, and Bumping rights, Non-Competitive and Labor Class employees, shall have the same rights and privileges afforded to Competitive Class employees. However, seniority lists shall be maintained by the District and the following special rules shall apply:

a. Transfers

- (1) The District shall retain the right to transfer any Non-Competitive or Labor class employee to another Non-Competitive or Labor class position as long as the employee meets the minimum qualifications of that position.
- (2) A voluntary transfer from one Category to another will result in the loss of seniority in the Category transferred from. District seniority shall continue for other purposes, i.e. longevity. A voluntary transfer to a new position title within the same Category results in no loss of seniority, i.e. the employee carries seniority to the new position title.
- (3) An involuntary transfer from one Category to another, or an involuntary transfer to a new position title within the same Category, will not result in the loss of seniority in the Category or position title transferred from. The employee shall carry seniority to the new position title.

b. Layoffs

- (1) In the event it becomes necessary to abolish positions, employees holding position titles affected will be laid off in accordance with their seniority in the position title held at the time the layoff occurs with the least senior employee to be laid off first.
- (2) Employees who are laid off will be placed on preferred eligible list (P.E.L.) in accordance with Civil Service Guidelines.

c. Bumping

- (1) An employee who is laid off or reduced in hours from a position title to which there is a direct line of promotion as defined below shall displace the least senior incumbent of the next lower level position provided the incumbent of the lower level position has less seniority than the laid off employee in that direct line. The employee may be required to serve a probationary period in accordance with Civil Service regulations. In the event the employee does not satisfactorily complete the probationary period, (s)he will be reinstated to the P.E.L. in his/her original order with the time served deducted from his/her P.E.L. time.

(2) Direct lines of promotion

<u>Custodial/Maintenance</u>	<u>Food Service</u>
Maintenance Worker	Cook Manager
Custodial Worker	Food Service Worker
Laborer	

Positions not listed in the direct line chart above have no direct line for purposes of bumping and recall. Should the District create a new title not covered under this Agreement the Association and the District will discuss whether and where that position falls within a direct line category.

d. Recall

Employees ranking on a P.E.L. shall be based on total District seniority; however, entitlement to a recall will be to a vacancy occurring in the position to which the employee was laid off from.

4. Unpaid Leave for the Purposes of Seniority

For Competitive, Non-Competitive and Labor Class employees, approved unpaid leave time of thirty (30) calendar days or less shall be considered continuous for the purpose of seniority. Approved unpaid leave time for more than thirty (30) days shall not count for seniority; however, seniority time shall be frozen at the commencement of the unpaid leave.

5. Reduction in Hours

For all employees, in the event it becomes necessary to reduce working hours, the employee having the least seniority in the position title affected will be reduced first. Said employee will be given first preference for any increase in hours within the position title.

6. Discipline or Termination of Employment

- a. For reason of reduction in force, a thirty (30) calendar day advance written notice is required from the School Business Administrator to the Employee.
- b. Any permanent Competitive, Non-Competitive or Labor Class employee who is charged with misconduct or incompetency will be extended all the protections provided by Section 75 and Section 76 of Civil Service Law. In accordance with the aforementioned Sections it is agreed that the hearing will be held before a mutually agreed upon neutral party. The cost of the hearing officer will be shared equally by the District and the Union.

G. MEDICAL EXAMINATIONS

If the District requires a medical examination, the Employee may choose to have the examination conducted by the school's physician at the District's expense or by the individual's own physician at his/her own expense.

**ARTICLE V
FRINGE BENEFITS**

A. SAFETY SHOES

A safety shoe allowance of up to one hundred and fifty dollars (\$150) shall be available to each maintenance employee once during each year of this agreement. Maintenance employees will be required to wear said shoes during their hours of work. To receive the safety shoe allowance, the employee must submit a receipt for the purchase of the safety shoes. The employee will be reimbursed one hundred and fifty dollars (\$150) or the cost of the safety shoes as shown on the receipt, whichever is lower.

B. INSURANCE

1. Eligibility

Employees working twenty (20) or more hours per week are eligible to participate in the District's group insurance plans and eligible to receive the benefits afforded under Article V of this agreement. Any Employee whose hours of employment are involuntarily reduced below twenty (20) hours per week will be entitled to continue group insurance coverage.

Employees working fewer than twenty (20) hours per week, or employees whose hours were voluntarily reduced below twenty (20) hours per week are eligible to participate in the district's health insurance plan with the understanding that they are responsible for the full premium cost of the plan. The district retains the right to deny participation in the plan to those working fewer than twenty (20) hours upon notification to the union no less than six (6) calendar months prior to the date by which coverage will be terminated. The following conditions will apply to those working fewer than twenty (20) hours per week.

If the employee's wages are sufficient to collect premiums via payroll deduction, this will be the method of collection of premiums.

If the employee's wages are not sufficient to collect premiums via payroll deduction, employees will be billed on a monthly basis.

- a. Premiums are due by the first day of the month prior to the effective coverage period.
- b. Payments occurring beyond the due date will not be accepted, and coverage will end at the end of the month in which the payment was due.
- c. Employees working fewer than twenty (20) hours per week who were removed from the plan due to lack of payment will not be permitted to re-enroll in the plan.
- d. Termination of insurance coverage due to late payment may be waived at the discretion of the Superintendent.

2. Health Insurance

The percent contribution is calculated using the total premium cost of the individual or family plan.

a. If hired on or before December 31, 1996, the District contribution shall be:

<u>Individual</u>	<u>Family</u>
95%	88%

b. If hired on or after January 1, 1997, the District contribution shall be:

<u>Individual</u>	<u>Family</u>
95%	85%

c. The District shall contribute one hundred percent (100%) of the long-term disability and life insurance plans.

3. Dental

The District will contribute one hundred and fifty dollars (\$150) toward the annual premium rate for each Employee participating in dental insurance.

4. Carrier

The District has the option to choose the insurance carrier for any of the above insurance plans provided there is no substantial reduction in benefits.

5. Co-Pay

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:

<u>Tier</u>	<u>Retail (30 Day Supply)</u>	<u>Mail Order (90 Day Supply)</u>
Tier I (generic)	\$5	\$10
Tier II (preferred)	\$20	\$40
Tier III (non-preferred)	\$40	\$80

6. Substitute Eligibility

Any substitute work performed by personnel represented in the MEU will not result in the acquisition of eligibility for insurance coverage without the written, specific and express authorization of the School Business Administrator.

7. Retirement Health Insurance

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 fifteen (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 3 months notice in writing prior to retirement date.

- e. The employee must retire from the District & TRS or ERS simultaneously and receive a pension annuity from the System. Employees who have met all other requirements under Article V(B)(7) and are receiving a pension from another New York State public retirement system meet the requirements of Article V(B)(7)(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, 2019.
- 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 V(B)(7)(a).
- j. In lieu of Article V(B)(7)(a), retirees meeting the minimum fifteen (15) year service requirement in Article V(B)(7)(b) and the 3 month notice requirement in Article V(B)(7)(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 VI
SALARY**

A. RETURNING UNIT MEMBERS

1. The base hourly rate for returning unit members employed in their current position as of June 30, 2016 shall be defined as their hourly rate as of June 30, 2023, less longevity increases granted under Article VI(B).
 - a. 2023-2024: 4.00% increase on the returning unit member's base hourly rate.
 - b. 2024-2025: 4.00% increase
 - c. 2025-2026: 4.00% increase
 - d. 2026-2027: 4.00% increase
2. The base hourly rate for returning unit members employed in their current position on or after July 1, 2016 shall be based on rates shown Appendix B, Salary Schedule.
3. Teaching Assistants will transition from hourly to salaried employees effective July 1, 2023. 2023-2024 1.0 FTE Teaching Assistant salaries will be calculated as follows:
 - a. Hourly rate, exclusive of longevity, in effect as of June 30, 2023 x 195 days x 6.75 hours per day x 1.04
 - b. Longevity will then be applied according to Article VI(B).
 - c. Adjustments to the calculated 1.0 FTE salary will be determined based on Article IV(A)(2) for Teaching Assistants paid more or less than 6.75 hours per day.

B. LONGEVITY

1. Each bargaining unit member is entitled to a 1% stipend added to their base hourly rate for each 5 years of service, prospectively. Annually, longevity increases shall be applied to the bargaining unit member's base rate, and shall be applied the July 1st of the school year in which the five year increment is reached prospectively.
2. Sample longevity scenarios
 - a. Employee A is a Category 1 employee and their date of hire is December 1, 2006. Employee A's 10 year anniversary is December 1, 2016. Employee A's hourly rate as of June 30, 2016 is \$18.00 per hour. Employee A's hourly rate on July 1 is calculated in the following manner:
 - July 1, 2016: $((\$18.00 \times 1.03) + \$0.31) \times 1.01 = \$19.04$ per hour
 - July 1, 2017: $((\$18.00 \times 1.03) + \$0.31) \times 1.03 \times 1.01 = \19.61 per hour
 - July 1, 2018: $((((\$18.00 \times 1.03) + \$0.31) \times 1.03) \times 1.03) + \$0.18) \times 1.01 = \$20.38$ per hour
 - b. Employee B is a Category 1 employee and their date of hire is February 1, 1987. Employee B's 30 year anniversary is February 1, 2017. Employee B's hourly rate as of June 30, 2016 is \$21.00 per hour. Employee B's hourly rate on July 1 is calculated in the following manner:
 - July 1, 2016: $((\$21.00 \times 1.03) + \$0.31) \times 1.01 = \$22.16$ per hour
 - July 1, 2017: $((\$21.00 \times 1.03) + \$0.31) \times 1.03 \times 1.01 = \22.82 per hour
 - July 1, 2018: $((((\$21.00 \times 1.03) + \$0.31) \times 1.03) \times 1.03) + \$0.18) \times 1.01 = \$23.69$ per hour

C. OUT-OF-TITLE PAY

Employees will be entitled to receive the contractually appropriate rate of pay when assigned to a higher paying category of work, provided such assignment exceeds five (5) workdays.

D. OVERTIME COMPENSATION

1. Overtime shall be hours worked in excess of forty (40) hours per week. Leaves, as defined in Article III, are to be considered hours worked for the purpose of determining overtime compensation.
2. Overtime compensation shall be at one and one-half (1.5) times the Employee's hourly rate.

E. SUBSTITUTE PAY FOR UNIT EMPLOYEES

1. Any unit employee who is directed by the Administration to substitute for a unit employee in the same category will be paid his/her regular compensation for such time that the unit employee is directed to perform such duties.
2. Any teacher aide or teaching assistant who is directed by the Administration to substitute for a regular teacher will be compensated at the substitute teacher rate as established by the Board of Education, if it is greater than the aide or assistant's daily rate.
3. If a person outside the unit substitutes for thirty (30) or more consecutive days, he/she will become a member of the bargaining unit and his/her rate of pay shall be retroactive to the first day of employment in such position.

F. PAYCHECKS

1. Payroll checks will be issued on a bi-weekly basis.
2. Eleven (11) and twelve (12) month Employees shall receive twenty-six (26) paychecks within a year.
3. Ten (10) month Employees shall receive twenty-one (21) pay checks within a school year. Teaching Assistants may elect twenty-six (26) paychecks computed at the rate of twenty-six (26) paychecks with the last six (6) paychecks being paid in the twenty-first (21st) paycheck.

G. PAYROLL DEDUCTIONS

The district will maintain a "flex plan" pursuant to requirements of Section 125 of the IRS Federal Code and other Code rules applicable to the different options.

H. PAY RATE OF PRIOR TITLE

1. The rate of pay for unit members who return to a title held prior to July 1, 2016 shall be determined by taking their last rate of pay in the prior title and prospectively applying negotiated annual increases to that rate of pay.
2. The rate of pay for unit members who move to a title that they held on or after July 1, 2016 shall be based on rates shown in Appendix B, Salary Schedule.

**ARTICLE VII
NEGOTIATING PROCEDURES**

- A. The parties pledge to bargain in good faith. If no agreement is reached, either party may declare impasse and fully utilize all services provided by PERB in reaching a settlement for negotiations.
- B. The parties will establish all ground rules at the first session.
- C. There will be no public release of information while negotiations are in progress.

**ARTICLE VIII
RETIREMENT AWARD**

- A. Upon retirement, payment for accumulated sick days for eligible employees shall be based on \$70 per unused sick leave day up to a maximum of one hundred (100) days or \$7,000. Eligible employees enrolled in the New York State and Employees Retirement System may choose, pursuant to Section 41j of the Retirement and Social Security Law (RSSL), to convert accumulated unused sick leave to retirement service credit up to the maximum allowed by law (currently 165). A minimum of fifteen (15) years of District service is required and unit members must be eligible for retirement and retire under the New York State Employee's Retirement System, or the New York State Teachers Retirement System as the case may be in order to be eligible for this benefit. Unit members not enrolled in either system 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.
- B. Also, 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.

**ARTICLE IX
EVALUATION**

- A. 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.
- B. The parties will design the evaluation form to be used.

**ARTICLE X
STAFF DEVELOPMENT**

The Board of Education shall provide funds, sufficient in its opinion, to support a program of staff development. Staff development will only be considered when it directly pertains to the job category in which the employee is hired and which has prior approval of the School Business Administrator.

**ARTICLE XI
DURATION**

This contract shall be dated July 1, 2023 through June 30, 2027 and, thereafter, it will remain in full force and effect until amended by the parties or replaced by a successor agreement with the exception of salary increments, which will not be paid until a new schedule is reached and ratified.

It is agreed by and between the parties that any provision of the 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.

MARCELLUS EMPLOYEES UNION MARCELLUS SCHOOL DISTRICT


Shawn Daniul, President


Jean Sharlow, Assistant Superintendent

7-14-23
Date

7-14-23
Date

**APPENDIX A
GRIEVANCE FORM**

MARCELLUS CENTRAL SCHOOL DISTRICT

1. Name of Aggrieved: _____

2. Date of Submission: _____

3. A General Statement of the Nature of the Grievance.

4. The Provision(s) of this Agreement Violated or Misapplied:

5. The Time When, and the Place Where, the Alleged Events or Conditions Existed:

6. The Remedy Sought:

Copies of the Grievance are to be distributed to:

1. Immediate Supervisor
2. Assistant Superintendent for Business Superintendent
3. Superintendent
4. Unit Representative
5. File

APPENDIX B SALARY SCHEDULE

For Employees Hired or Promoted After July1, 2016

	2023-2024	2024-2025	2025-2026	2026-2027
Category 1				
Custodial Worker I	17.76	18.47	19.21	19.98
Custodial Worker II	18.41	19.15	19.92	20.72
Custodian I	26.28	27.33	28.42	29.56
Custodian II	28.78	29.93	31.13	32.38
Custodian III	31.26	32.51	33.81	35.16
Laborer	18.41	19.15	19.92	20.72
Groundskeeper	25.04	26.04	27.08	28.16
Grounds Crew Leader	31.26	32.51	33.81	35.16
Maintenance Worker I	26.28	27.33	28.42	29.56
Maintenance Worker II	31.26	32.51	33.81	35.16
Category 2				
Food Service Worker	21.98	22.86	23.77	24.72
Cook Manager	22.89	23.81	24.76	25.75
Category 3				
Teacher Aide	17.38	18.08	18.80	19.55
Category 4				
Teaching Assistant	\$25,364	\$26,379	\$27,434	\$28,531
Teaching Assistants who are assigned to students whose IEP specifies program modifications requiring adult support for toileting shall be entitled to an annual stipend of \$1,500. The annual stipend will be added to the Teaching Assistant's salary and prorated based on the effective date of appointment and/or the student's program modification.				