# THE LABOR AGREEMENT

BETWEEN THE

MARCELLUS CENTRAL SCHOOL DISTRICT

AND

MARCELLUS MECHANICS/MECHANICS HELPERS UNION

JULY 1, 2025 – JUNE 30, 2028

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## 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. Effective July 1, 2025:

   a. Full-time employees shall accrue paid annual vacation at the rate of one (1.00) day per month, credited at the end of each month worked for the first 10 years of service.

   b. Eleven (11) to fifteen (15) years of employment, employees will accrue fifteen (15) vacation days per year

   c. Sixteen (16) to twenty (20) years of employment, employees will accrue twenty (20) vacation days per year.

   Accrued vacation leave will be credited to the employee and made available for use each year on July 1st.

2. Effective July 1, 2026:

   a. Annual paid vacation shall be accrued at the rate of one (1) day per month worked (credited at the end of each month) during an employee's first three (3) years of employment.

   b. After three (3) years of employment, employees shall receive 1.25 vacation days per month worked (credited at the end of each month).

   c. After ten (10) years in office or employment, employees shall receive 1.50 vacation days per month worked (credited at the end of each month).

   d. After twenty (20) years in office or employment, employees shall receive 1.75 vacation days per month worked (credited at the end of each month).

Paid vacation days shall be taken with the approval of the employee's immediate supervisor.

Unused vacation time may be carried over past the end of the fiscal year (July 1 – June 30) during which the time was accrued or credited, with the approval of the employee's immediate supervisor, subject to review and final determination by the Superintendent of Schools, at the Superintendent's discretion. In no event shall unused vacation time be carried over for more than twelve (12) months past the end of the fiscal year during which the vacation time was credited or accrued.

Vacation time that is not used in accordance with this policy shall be forfeited.

## 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 *(90-day supply)* |
|---|---|---|
| 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.
    A minimum 15 year service requirement to the District is required.

    b. Normal requirement of District health insurance eligibility for coverage into retirement to be the same as an active employee.

    c. The employee must provide the District with three (3) months' notice in writing prior to retirement date.

    d. 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).

    e. 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.

    f. 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.

    g. This benefit is prospective and available only for those members who retire on or after July 1, 2022.

    h. 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).

    i. 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:

| School Year | Hourly Rate |
|---|---|
| 2025-26 | $38.12 |
| 2026-27 | $39.26 |
| 2027-28 | $40.44 |

The hourly wage for employees hired on or after July 1, 2025 is as follows:

| School Year | Hourly Rate |
|---|---|
| 2025-26 | $34.12 |
| 2026-27 | $35.14 |
| 2027-28 | $36.19 |

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.

## 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, 2025 to June 30, 2026 under the terms as set forth herein.

FOR THE DISTRICT

Jean Sharlow

Jean Sharlow, Superintendent

Date: 10/9/25

FOR THE UNION

Timothy Hourigan, Mechanic

Kenneth Frost

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

10. Leadership Qualities

Consider the employee's ability to accept responsibility and potential to guide or lead other employees in the performance of their duties.

Comments:_____

_____Satisfactory _____Needs Improvement _____Unsatisfactory

11. Overall Appraisal

Record here the essential elements of the interview including specific suggestions and plans for improvement, goals and objectives to be achieved, employee's interests and aspirations and general reaction of the person making the appraisal.

Comments:_____

_____Satisfactory _____Needs Improvement _____Unsatisfactory

Appraisal completed by:

| _____ | _____ | _____ |
|---|---|---|
| Signature | Title | Date |

The signing of this document merely indicates that you have reviewed its contents. You may add to it any comments that you consider appropriate to this evaluation.

| _____ | _____ |
|---|---|
| Employee's Signature | Immediate Supervisor's Signature |

MANAGEMENT REVIEW

Reviewed by:

| _____ | _____ | _____ |
|---|---|---|
| Signature | Title | Date |

Comments:

Footnote: Additional sheets may be attached as necessary for each listed criteria.