

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, 2016

TO

June 30, 2019

Dated this 28th day of FEBRUARY, 2017

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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:

Category 1: Custodians
 Maintenance Employees
 (Excluding: Superintendent of Buildings & Grounds
 and Custodial Supervisor)

Category 2: Cafeteria Employees
 (Excluding the School Lunch Supervisor)

Category 3: Teacher Aides

Category 4: Teaching Assistants

Category 5: Bus Attendants

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.
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-law.
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

1. Copies of this Agreement shall be made and distributed by the District.
2. A copy will be given to each Employee within a reasonable time after ratification or initial employment.

**ARTICLE II
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. 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.
2. 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.

B. 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.
- c. 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.

C. 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.

D. 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. Individual sick leave days may accumulate to a maximum of two hundred (200) days.
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. SICK DAY BANK

1. All employees will make a one-time contribution of one day to the sick bank on July 1, 2014.
2. 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.
3. New employees must contribute one (1) day at time of hire regardless of the balance of days in the Sick Day Bank.
4. Employees may donate extra days. This shall be done on a voluntary basis.
5. 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.
6. 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, 2017, they would not be able to make another request until March 1, 2018).
7. Application for the sick bank shall be made to the MEU and Superintendent of Schools 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.

C. ILLNESS OF FAMILY

Absence occasioned by an emergency illness in the Employee's immediate family shall be allowed at full pay for up to five (5) non-cumulative days per school or fiscal year for unit employees. Immediate family includes: spouse, children, parents, mother-in-law, father-in-

law, grandparents, brothers, sisters, or a domestic partner of the employee living in the household of the employee, or any other dependent living in the household of the Employee. Days can be taken beyond the five-day limit and shall be taken as sick leave at the discretion of the Superintendent.

D. BEREAVEMENT LEAVE

1. Absence occasioned by attendance at a funeral in the immediate family (same definition as Article III (C)) shall not be construed as sick leave. Employees shall be allowed leaves for funerals of the immediate family at full pay for up to five (5) days per funeral.
2. Any extension beyond these time limits shall be deducted from personal leave.
3. Bereavement for someone other than the immediate family shall be deducted from personal leave days.

E. 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 as soon as possible and permission must be granted by the Assistant Superintendent for Business. Items covered: Own wedding; college graduation for self, spouse, son or daughter; taking son or daughter to college in freshman year; legal transactions; required court business, emergency leave; wedding of son or daughter and stepson/step daughter, or others at the discretion of the Assistant Superintendent for Business. 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.

F. JURY DUTY

1. Any Employee who is called to jury duty shall notify the Assistant Superintendent for Business 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 Assistant Superintendent for Business 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 Superintendent of Schools. At the discretion of the Superintendent (or his/her designee) 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.)

Category 1 Employees		
Employee	Vacation days	Completed years of service
10, 11 & 12 month	1 day per month worked	1-10
12 month	15 days per year	11-20
12 month	20 days per year	21 or more
Paid 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, during the fiscal year immediately following the fiscal year in which they are accrued.		

I. MILITARY LEAVE

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

J. HOLIDAYS

1. Fourteen (14) holiday days will be paid to Category 1 Employees in accordance with a schedule mutually established by June 15 of each year between representatives of the District, MEU and MSOPA. The Holiday Schedule will be contingent on the student calendar but will include the following designated holidays, unless otherwise agreed by the parties:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	New Year's Day
Martin Luther King Day	President's Day	Good Friday
Memorial Day		

2. 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.

**ARTICLE IV
CONDITIONS OF EMPLOYMENT**

A. WORKYEAR/WORKDAY

1. Category 1: Five days a week, eight hours a day for full-time employment.
2. Category 2: Cafeteria Employees will be paid on the basis of a 181 day work year. If Cafeteria Employees are required to work in excess of 181 days they will be entitled to their normal per diem for each day of service beyond 181 days.

Cafeteria Employees are required to report to work one (1) scheduled day before school opens.

3. Category 3, 4 and 5: Teacher Aides, Teaching Assistants, and Bus Attendants. Teacher Aides and Bus Attendants are expected to work on days when student attendance is required. Aides and Attendants will be paid on the basis of a 193 day work year which includes snow days and give back days for unused snow days. If teacher aides and bus attendants 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. The work year for teaching assistants will be 183 days. If teaching assistants are required to work in excess of 183 days, they will be entitled to their normal per diem for each day of service beyond 183 days. Teaching assistants will be paid on the basis of a 193 day work year which includes snow days and give back days for unused snow days.
4. The above is not to be considered as a guarantee of workdays and hours for all Employees.
5. 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 (5) unit categories defined in Article 1 (A)(1). Seniority will be 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 building 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. Snow days will be announced as closings over designated radio and television stations.
3. 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).
4. 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, \$6 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 x \$6 = \$48 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 (\$48) plus time and one half for all hours worked. If he worked 8 hours he would receive his regular \$48 plus \$72 for the time worked (8 hours x 1.5 x \$6.00).
5. If the District cancels school to compensate for unused snow days, Custodial, Maintenance and Cafeteria workers will report to work for a regular work day or take an available vacation day.
6. 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. PERSONNEL RECORDS

1. Employees shall complete and file payroll, insurance and other reasonable information as requested by the District.
2. Where Civil Service, Education or other laws and regulations require an Employee to acquire and/or maintain license, certification, or to meet examination standards or other requirements in order to obtain or maintain his/her position of employment, (s)he shall be responsible for meeting such requirements.
3. Each Employee shall have the right to review and make copies of any and all material in his/her personnel file in the presence of a District Administrator or his/her designee. Photocopies will be at the Employee's expense at the special rate offered District Employees.

F. 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. Three (3) copies of the notice of vacancy shall be sent 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 Assistant Superintendent for Business 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.

G. 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

Custodial / Maintenance	Food Service
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 Assistant Superintendent for Business 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.

H. 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 twenty-five dollars (\$125) 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 twenty-five dollars (\$125) 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. For those hired on or before December 31, 1996, the District contribution shall be:

Individual	Family
95%	88%

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

Individual	Family
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:

	RETAIL <i>30-day supply</i>	MAIL ORDER <i>90-day supply</i>
Tier I (generic)	\$5 (five dollars)	\$10 (ten dollars)
Tier II (preferred)	\$20 (twenty dollars)	\$40 (forty dollars)
Tier III (non-preferred)	\$40 (forty dollars)	\$80 (eighty dollars)

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 Superintendent of Schools.

7. Retirement Health Insurance

The District will offer health insurance coverage into retirement under the following conditions:

- a. The District will contribute up to \$2,400 per year for a maximum ten (10) year consecutive period.
- 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. Individual coverage only.
- e. The employee must provide the District with 3 months notice in writing prior to retirement date.
- f. The employee must retire from the District & TRS or ERS simultaneously and receive a pension annuity from the System.
- g. Health insurance coverage into retirement for the individual does not include dental, life or disability insurance.
- h. 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.
- i. This benefit is prospective and available only for those members who retire on or after the ratification of this Agreement by the Board of Education.
- j. Dependent coverage will be available but the retiree will be responsible for any additional costs to the District beyond \$2,400 per year as noted herein above.

**ARTICLE VI
SALARY**

A. RETURNING UNIT MEMBERS

1. The base hourly rate for returning unit members shall be defined as their hourly rate as of June 30, 2016.
 - a. 2016-2017: 3% increase on the returning unit member's base hourly rate. Category 1 employees shall receive an additional \$0.31 rate adjustment after the 3% increase has been applied to their 2015-2016 base hourly rate.
 - b. 2017-2018: 3% increase
 - c. 2018-2019: 3% increase. Category 1, 2, 3, 4 and 5 employees receive an additional \$0.18 per hour rate adjustment after the 3% increase has been applied.

B. LONGEVITY

1. Each bargaining unit member is entitled to a 1% increase in 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:
 - i. July 1, 2016: $((\$18.00 \times 1.03) + \$0.31) \times 1.01 = \$19.04$ per hour
 - ii. July 1, 2017: $((((\$18.00 \times 1.03) + \$0.31) \times 1.03) \times 1.01) = \19.61 per hour
 - iii. 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:
 - i. July 1, 2016: $((\$21.00 \times 1.03) + \$0.31) \times 1.01 = \$22.16$ per hour
 - ii. July 1, 2017: $((((\$21.00 \times 1.03) + \$0.31) \times 1.03) \times 1.01) = \22.82 per hour
 - iii. 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 in excess of forty (40) hours per week.
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.

G. PAYROLL DEDUCTIONS

1. The District agrees to the following payroll deductions upon proper authorization from Employees or MEU (as appropriate):

- Credit Union Payroll Savings
- Tax Sheltered Annuities
- United Way
- Union Dues
- Agency Fee
- School Employees of CNY
- Bank or Credit Union of employee's choice

2. Agency Fee

Unit employees shall pay an agency fee equivalent to that portion of the Union's monthly dues and fees which are needed to negotiate and administer the collective bargaining agreement.

- a. The Union shall create a fully legal and adequate refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the agency fee payers and all funds collected in a lawful and proper manner.
 - b. The Union agrees to save and hold harmless the Board of Education and the Superintendent for any and all damages and liabilities including expenses of litigation, that may accrue by reason of any action, suit, or proceeding involving or in any way relating to the agency shop fee deduction provision set forth in this agreement.
3. Employees may sign up for payroll deductions when first employed or in the months of July, September or January.
 4. 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.

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 \$15 per unused sick leave day up to a maximum of two hundred (200) days or \$3,000. 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 Assistant Superintendent for Business.

**ARTICLE XI
DURATION**

This contract shall be dated July 1, 2016 through June 30, 2019 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SIGNED

For the Union

For the District



Patricia O'Neill



Michelle Brantner

Dated: 2-28-17

Dated: 2/27/17

APPENDIX A

**MARCELLUS CENTRAL SCHOOL DISTRICT
GRIEVANCE FORM**

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 June 30, 2016

	2016-17	2017-18	2018-19
CATEGORY 1			
Custodial Worker I	\$14.13	\$14.55	\$15.17
Custodial Worker II	\$14.65	\$15.09	\$15.72
Custodian I	\$21.00	\$21.63	\$22.46
Custodian II	\$23.00	\$23.69	\$24.58
Custodian III	\$25.00	\$25.75	\$26.70
Groundskeeper	\$20.00	\$20.60	\$21.40
Laborer	\$14.65	\$15.09	\$15.72
Maintenance Worker I	\$21.00	\$21.63	\$22.46
Maintenance Worker II	\$25.00	\$25.75	\$26.70
CATEGORY 2			
Food Service Worker: Starting Rate	\$14.65	\$15.09	\$15.72
Food Service Worker: Job Rate	\$17.52	\$18.05	\$18.77
Cook Manager	\$18.27	\$18.82	\$19.56
CATEGORY 3			
Teacher Aide	\$13.82	\$14.23	\$14.84
CATEGORY 4			
Teaching Assistant	\$15.36	\$15.82	\$16.47
CATEGORY 5			
Bus Attendant	\$13.82	\$14.23	\$14.84

APPENDIX C

FAMILY AND MEDICAL LEAVE ACT

1. In accordance with the applicable provisions of the federal Family and Medical Leave Act of 1993 (FMLA), eligible unit members shall be entitled to up to twelve (12) weeks (sixty (60) work days) of unpaid leave for FMLA approved absences per fiscal year (July 1-June 30).
2. To be eligible for FMLA leave an employee must have worked for MCSD for at least twelve (12) months and at least 1,250 hours during the twelve (12) months immediately preceding commencement of leave.
3. Eligible unit employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the MCSD personnel office.
4. An employee granted and FMLA leave will continue to be converted under MCSD/MEU group health and dental insurance plans, under the same conditions, as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).
5. Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.