MARCELLUS CENTRAL SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE SUPERINTENDENT OF SCHOOLS

OF THE

MARCELLUS CENTRAL SCHOOL DISTRICT

AND

MARCELLUS SCHOOL OFFICE PERSONNEL ASSOCIATION

MARCELLUS, NEW YORK

July 1, 2019 - June 30, 2022

Dated this 24th day of October, 2019
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ARTICLE I
RECOGNITION

A. RECOGNITION

1. The District recognizes the Marcellus School Office Personnel Association, herein after referred to as the Union, as the sole and exclusive bargaining agent for all employees in the Bargaining Unit for the purpose of collective bargaining for terms and conditions of employment and the administration of grievances arising under this Agreement.

2. The Unit consists of all clerical employees in the Marcellus Central School District excluding the Secretaries to the Superintendent, the Secretary to the Superintendent for Business Administration, the Bus Dispatcher, the Payroll/Personnel Aide, the District Treasurer, the Clerk of the Board, and the Accounts Payable Clerk.

B. LEGAL OBLIGATIONS

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. UNION DUES

1. The District agrees to deduct from the salaries of all Union members the Union dues as certified by the Union upon presentation of dues deduction authorization cards signed by the individual employee. Dues will be collected in twenty (20) equal installments starting with the second (2nd) payroll each September and promptly transmitted by one (1) check to the Union each pay period.

D. PAYROLL DEDUCTIONS

The District agrees to the following payroll deductions for Bargaining Unit Members:

1. All Banks
2. All Credit Unions
3. Tax Sheltered Annuities
4. United Way - Employees may sign up for payroll deductions when first employed or in the months of July, September or January.
ARTICLE II
UNION RIGHTS

A. COPIES OF THE AGREEMENT

Copies of the agreement shall be made and distributed by the District with the costs at the District’s expense. A copy will be given to each employee within a reasonable time of ratification or initial employment, whichever is later.

B. USE OF SCHOOL BUILDINGS

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.

C. USE OF MAIL BOXES

The Union shall have access to and the right to use bargaining unit members' 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.

D. LEAVE FOR UNION BUSINESS

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 V(E)(5)(a) and Article V(C)(1)(a-d) for Union related business.

E. UNION REPRESENTATION

In disciplinary meetings and/or hearings the District will provide the employee with an opportunity to secure legal and/or Union representation.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

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.

B. STAGE 1: BUILDING PRINCIPAL

Within thirty (30) workings days 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 discuss it with the Assistant Superintendent for Business Administration. If consensus is reached, it will be reduced to writing and signed by the parties.

C. STAGE 2: APPEAL

1. If no consensus is reached at Stage 1, the aggrieved and his/her representative may file a written appeal with the District’s Superintendent within ten (10) workdays of the Stage 1 meeting.

2. The appeal will contain the following information:
   a. The provision(s) of this agreement violated or misapplied.
   b. The time when, and the place where the alleged events or conditions existed, if known.
   c. A general statement of the nature of the grievance, and
   d. The remedy sought.

3. Within ten (10) workdays of receipt of appeal, the District’s 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.

D. 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.

E. STAGE 4: ARBITRATION

1. 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 a case to arbitration. If the issue involved in the arbitration has been submitted to any other forum, it may not be submitted to arbitration.

2. The arbitrator shall have no power or authority to make any decision which requires the commissions 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.
3. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Union.

F. PROCEDURES

1. All decisions above Stage 1 shall be rendered in writing, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Union President.

2. Any investigation or preparation for any grievance proceeding required under the terms of this contract 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 her and to testify and call witnesses on her behalf. Either party to arbitration may obtain a stenographic transcript if they pay the entire cost. Such transcript would 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.

5. The Union may submit District-wide grievances directly at Stage 2.

6. The arbitrator will be selected in accordance with the AAA voluntary arbitration rules.

7. 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.

8. The arbitration will be held in accordance with American Arbitration Association Voluntary Arbitration Rules.

9. The arbitrator’s decision shall be rendered within thirty (30) days of the close of the hearing.

G. 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 thirty (30) days of the date the decision was due.

**ARTICLE IV**

**SENIORITY, LAYOFF AND DISMISSAL**

A. **COMPETITIVE CLASS**

   As all members of the bargaining unit are classified in the competitive class of civil service, seniority, layoff and recall shall be conducted pursuant to Section 80 of the Civil Service Law.

B. **INVOLUNTARY REASSIGNMENT**

   If a bargaining unit employee is involuntarily reassigned by the District to another position within his/her job classification, the employee shall receive written notice ten (10) calendar days in advance of the reassignment stating the reason, wage rate, status of position and name of immediate supervisor in the new assignment. The employees and/or Union Representative may request a conference with the current supervisor, new supervisor, Director of Non-Instruction Services and/or Superintendent prior to the effective date of the reassignment. The decision of the Superintendent is final.

C. **NON-COMPETITIVE AND LABOR CLASS**

   In the event that positions are created and included in this bargaining unit which are not covered by Section 80 of Civil Service Law (non-competitive and labor classifications), layoffs occurring within these positions shall be determined in order of reverse seniority in the job title. The employees shall be placed on preferred eligible list for recall for three (3) years from layoff. Recall shall be on the basis of seniority within the job title.

D. **VACANCY POSTING**

   When a vacancy occurs within the District or a new position is created within the bargaining unit, notice of such position and the job requirements shall be posted in each building at least three (3) workdays prior to filling the position.

   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 personnel files, an interview, or whatever else is appropriate but does not guarantee appointment to the vacant position.
E. PERSONNEL FILE

Each bargaining unit member shall have the right to review and make copies of any and all material in his/her personnel file. Photocopies will be at the employee’s expense at the special rate offered District employees.

F. SECTION 75 AND 76 RIGHTS

Any bargaining unit member holding a position by permanent appointment who is charged with misconduct or incompetency will be extended all the protections provided by Sections 75 and 76 of the 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.

ARTICLE V
WORKING CONDITIONS

A. HOURS OF WORKDAY

1. When school is in session eight and one fourth (8 ¼) hours with one half (½) hour lunch and ten (10) minutes a.m. and p.m. breaks.

2. When school is in session on Friday and days immediately preceding a holiday, eight (8) hours with one half (½) hour lunch and ten (10) minutes a.m. and p.m. breaks.

3. When school is not in session, including summer recess, Christmas vacation, winter vacations, etc., six and one-half (6½) hours with a one-half (½) hour lunch or seven (7) hours with one (1) hour lunch. Summer Recess hours begin the day after graduation and end on the first day teachers report for work in September.

4. The actual starting and ending times will be at the discretion of the building principals so long as they stay within the above guidelines and provide building coverage during the times set forth by the Board of Education.

5. In addition to the workday hours described above, employees will work up to four (4) evening activities, (for example, open house, curriculum night) per year, as scheduled by the District. Time worked at such evening activities shall be compensated at the employee’s straight time hourly rate even if the employee exceeds eight (8) hours worked in that day; however, should time worked at such evening activities result in more than 40 hours of work per week, all hours over 40 hours per week shall be paid at the overtime rate (see Article 5, Section 7 below).
6. It is understood that the one-half (½) hour meal period is unpaid.

7. Employees will be entitled to overtime compensation for hours worked over eight (8) in any day (except as specified in Article V(A)(5), above) or forty (40) in any week at one and one-half (1½) times the employee's Regular Hourly Rate. An employee's Regular Hourly Rate will be calculated by dividing the employee's twelve (12) month salary rate by one thousand nine hundred fifty (1,950) hours. Hours worked include paid leave time and excludes a thirty (30) minute unpaid meal period.

B. HOLIDAYS

1. Employees will be compensated for ten (10) holidays per year. The holiday schedule will be contingent on the student calendar but will include the following designated days: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Martin Luther King Day, Presidents Day, Good Friday, and Memorial Day. Employees are not required to report to work but will be compensated for days when school is not in session during the December holiday break.

2. To be eligible for holiday pay an employee must have been on an active pay status (working or on paid leave) the full scheduled work day before and after the holiday.

C. VACATION

1. Vacation Accrual

   a. Any full-time employee who works ten (10) or more months 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 and twelve (11 and 12) month employees with eleven to twenty (11 to 20) years of service shall accrue paid vacation at the rate of 1.42 days per month, credited at the end of each month worked.

   c. Eleven and twelve (11 and 12) month employees with twenty one (21) or more years of service shall accrue paid vacation at the rate of 1.83 days per month, credited at the end of each month worked.

   d. A twelve (12) month employee whose current employment commenced on or before January 1 will be credited with a full year of service for his/her first (1st) year of employment for purposes of crediting vacation pursuant to Articles V(C)(1)(b) and V(C)(1)(c).
2. Paid vacation days shall be taken at times that are mutually agreed to by the bargaining unit 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.

3. If no agreement on scheduling vacation time can be agreed to by March 1, then vacation time shall be assigned by the immediate supervisor subject to the approval of the Superintendent if appealed by the employee. Carry-over of vacation time to the following fiscal year shall be upon request to and at the discretion of the Superintendent with the approval of the immediate supervisor. Carry-over of vacation time may not extend beyond twelve (12) months following the end of the fiscal year in which the vacation time was accrued.

D. EMERGENCY SCHOOL CLOSINGS

1. No employee shall be expected to work on days canceled because of inclement weather or other emergencies. Such employees will be compensated for the day. On days when school is canceled to compensate for unused snow days employees may be excused from work at the discretion of the Superintendent of Schools.

2. On days when school is closed early due to inclement weather or other emergencies, office personnel may leave at any time after dismissal of students with approval of the building administrator or supervisor.

E. LEAVES

1. Sick Leave

   a. After one (1) day on the job bargaining unit member when first employed shall be advanced 1.2 days of sick leave for each remaining month in that school year.

   b. Sick leave shall be earned as follows:

      10-month employees - 12 days
      11-month employees - 13 days
      12-month employees - 14 days

   c. Individual sick leave days may accumulate to a maximum of two hundred (200) days.

   d. 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 V(E)(1)(b) will have the difference deducted from final pay.
e. The District, at its discretion, reserves the right to request verification of sick leave use.

2. Physical Examinations: At the commencement or termination of an extended leave (or at other times determined by the board of Education) the Superintendent may request at District expense a physical examination from the school's physician to determine the physical and/or mental ability of said employee to perform her work in a satisfactory manner.

   a. If the Employee is not satisfied with the School Physician's examination, (s)he may request at his/her own expense that it be performed by the employee's own physician.

   b. If there is difference of opinion between the employee’s and the school’s physician, the Superintendent will request at shared expense the employee's and school's physician to select a third physician whose opinion would be binding on the parties concerning the health status or prognosis affecting the employee.

3. Emergency Family Illness: Absence occasioned by an emergency illness in the bargaining unit member's immediate family shall be allowed at a full pay for five (5) days. 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, or others at the discretion of the Superintendent of Schools.

4. Bereavement Leave

   a. Absence occasioned by the death of immediate family (same definition as in Article V(E)(3)) shall not be considered as sick leave. Bereavement leave of the immediate family shall be allowed at full pay for up to five (5) days per bereavement at the discretion of the bargaining unit member.

   b. Any extension beyond these time limits shall be deducted from personal leave days. Bereavement leave for some other than family shall be deducted from personal leave days.

5. Personal Leave

   a. For the transaction of personal business, there shall be an annual allotment of three (3) days at full pay. Reasonable notice of such leave shall be given as soon as possible. The day immediately prior to a regularly scheduled school holiday may not be used for Personal Leave. Permission must be granted by the Superintendent of Schools or his/her designated representative. Items covered: Own wedding, college graduation for self,
spouse, son or daughter, taking son or daughter to college in freshman year; legal transactions; court business; or others at the discretion of the Superintendent of Schools.

b. Unused personal leave will be added to the staff member’s accumulated sick leave time.

6. Leaves of Absence

a. Leave without pay may be granted for a maximum of one (1) year for care of bargaining unit member's immediate family.

b. The request for such leave shall not include the anticipated starting and ending dates of the leave and shall be submitted at least two weeks in advance unless there are extenuating circumstances.

c. The application for such leave shall be submitted to the Superintendent who shall review the application and then forward same to the Board of Education for action.

d. Persons on leave are expected to return to employment on the date indicated on the leave application, unless another date has been mutually agreed to by the Superintendent and the bargaining unit member. Failure to return to employment on such date constitutes abandonment of employment.

e. Upon return from leave, the employee shall be restored to her former position or to a position of like nature, seniority, status, sick leave and pay.

7. Military Leave

Military leave will, be granted in accordance with Military Law, Section 242 when appropriate.

8. Jury Duty and Court Appearance Leave

a. All school employees who are called to jury duty shall notify their immediate supervisor as soon as notice is received.

b. If necessary, employees may request the court to defer jury duty to a more appropriate time. The Superintendent of Schools will confirm and support such requests when necessary.

c. 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.
9. Maternity Leave: Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall, be treated as temporary disabilities for all 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.

10. Childrearing Leave

   a. Childrearing leave may be applied for and granted for the purpose of after the birth or adoption of a child.

   b. The employee must apply for the leave within six (6) weeks after the birth or adoption of the child. Employees applying for Childrearing Leave are required to apply on the standard information form approved by the Superintendent.

   c. The leave shall be extended for the remainder of the school semester in which the child is born or adopted and may be extended for the next two semesters as agreed upon by the employee and the Superintendent of Schools.

   d. There shall be no compensation during this leave period.

   e. Notification in writing of intent to return shall be submitted by April 1 and/or November 1 of the semester prior to the one in which the employee plans to return.

11. Other Leaves of Absence: Request for other leaves of absence will be considered on an individual basis upon written request to the Superintendent of Schools. Approval must be by the Board of Education.

F. INSURANCE

1. Any bargaining unit member who works more than twenty (20) hours per week will be provided medical-surgical, major medical, long-term disability, and life insurance coverage, if they elect it.
2. The premium contributions of the District and the employee are as follows:

<table>
<thead>
<tr>
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<th>DISTRICT PAYS</th>
<th>EMPLOYEE PAYS</th>
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<tr>
<td>Individual Health Insurance</td>
<td>95%</td>
<td>5%</td>
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<td>Family Health Insurance</td>
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<td>Long-Term Disability Insurance (Employee Only)</td>
<td>100%</td>
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<tr>
<td>Life Insurance, equal to two times annual salary (Employee Only)</td>
<td>100%</td>
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<td>Dental Insurance (Individual or Family)</td>
<td>Up to $150 per participant</td>
<td>Balance</td>
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3. Health Insurance 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 at the rates of $5 Tier I, $20 Tier II and $40 Tier III (Retail Pharmacy) and 2 times those amounts, i.e. $10 Tier I, $40 Tier II and $80 Tier III for mail order pharmacy for a 90-day supply.

4. Retirement Insurance: Any unit employee retiring from the District who meets the required eligibility requirements may continue the base medical-surgical and major medical insurance pursuant to the following criteria:

   a. The District will contribute up to $2,400 per year for a maximum 10 year consecutive period.

   b. A minimum 15 year service requirement to the district.

   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 & Employee Retirement System 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. 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.

G. 11-MONTH EMPLOYEES

11-month employees are required to work twenty (20) days during the months of July and August. Work days will be scheduled with their immediate supervisor.

ARTICLE VI
SALARY

A. HOURLY RATE SCHEDULE

The hourly rate for bargaining unit employees is provided in Appendix C.

B. PAY DATES:

Pay dates for all bargaining unit employees will be based on a bi-weekly calendar.

ARTICLE VII
NEGOTIATING PROCEDURES

A. NEGOTIATING PROCEDURES

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. GROUND RULES

The parties will establish all ground rules at the first session.

C. PUBLIC RELEASE

There will be no public release of information while negotiations are in progress.

D. NEGOTIATION COMMENCEMENT

Negotiations for a subsequent contract shall commence at an agreed upon date by mutual consent of both parties. In no case shall that be later than May 1st of the final year of the agreement.
ARTICLE VIII
EMPLOYEE EVALUATION

A. EVALUATION

Employees shall be evaluated by their immediate supervisor or administrator at least twice during their probationary period. Permanent and provisional employees shall be evaluated by their immediate supervisor, or an administrator as deemed necessary by that immediate supervisor or administrator.

1. Evaluation data shall be gathered in an open manner and with the full knowledge of the employee. Evaluations shall not contain information obtained through rumor or unidentified sources. The evaluation form is attached to this Agreement as Appendix B.

2. The evaluation shall be reviewed and discussed in a conference between the employee and the evaluator. The evaluation report shall be signed by both the employee and the evaluator at the time of the conference. The employee's signature does not indicate approval or disapproval of the content. A copy of the evaluation will be given to the employee at the time it is signed.

3. The employee shall have the right to append comment, written on a separate sheet of paper, to the signed evaluation form, noting the attachment on the form itself. The comments must be appended no later than ten (10) workdays after the date of the conference.

B. CONTENT OF PERSONNEL FILE

Employees will have the right to review the contents of his/her personnel file with the exception of confidential recommendations. No derogatory material shall be entered in the file without written notification to the employee.
ARTICLE IX
DURATION

This contract shall be dated July 1, 2019 through June 30, 2022 and, thereafter, it will remain in full force and effect until amended by the parties or replaced by a successor agreement.

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

For Marcellus School Office Personnel Association:

Debra Gascon, MSOPA President

Dated: 10-28-19

For Marcellus Central School District:

Michelle Brantner, Marcellus CSD Superintendent

Dated: 10/24/19
APPENDIX A
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 Administration
3. Superintendent
4. Unit Representative
5. File
APPENDIX B
EVALUATION FORM

The District and MSOPA will mutually develop an evaluation form to be incorporated hereto by reference.
## APPENDIX C
### HOURLY RATE SCHEDULE

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