

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

JULY 1, 2019 – JUNE 30, 2022

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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 will follow the holiday calendar annually set by Superintendent of Schools. To be eligible for holiday pay, employee must have been on an active pay status (working or on paid leave) the full scheduled work day before and after the holiday.

**ARTICLE IV  
VACATIONS**

1. Employee will accrue one (1) day per completed month of first year of employment. (Fiscal year July 1<sup>st</sup> to June 30<sup>th</sup>).
2. Two (2) to ten (10) years of employment, employee will accrue one (1) day vacation per month for a total of twelve (12) days a year.
3. Eleven (11) to fifteen (15) years of employment, employees will accrue fifteen (15) days vacation per year.
4. Sixteen (16) to twenty (20) years of employment, employees will accrue twenty (20) days vacation per year.
5. Accrued vacation leave will be credited to the employee and made available for use each year on July 1<sup>st</sup>.
6. Paid vacation will be mutually agreed to by the employee and the immediate supervisor at least two (2) weeks in advance.
7. For the calculation of vacation benefits, employees will be credited continuous and uninterrupted service with the Marcellus Central School District for any service time immediately preceding the subcontracting of the transportation services and the period of time the transportation services were actually subcontracts.

**ARTICLE V  
PERSONAL LEAVE**

If approved by the employee's immediate supervisor, up to three (3) paid personal leave days per year will be available. Requests will be submitted in advance with full explanation of the reasons. Personal leave will not be approved for days immediately preceding or following a scheduled holiday period except where in the judgment of the School Business Administrator extraordinary cases exist, 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. Unused personal leave shall be added to the employee's accumulated sick leave.

**ARTICLE VI  
SICK LEAVE**

1. On July 1 of each year, employees will be granted fourteen (14) sick days per year. This amount is to be prorated at 1.2 days per month for partial years.
2. Unused sick time can accumulate to a maximum of 200 days.

**ARTICLE VII  
ILLNESS OF FAMILY**

Absence occasioned by an emergency illness in the employee's immediate family may be allowed at full pay for up to five (5) non-cumulative days per school year. 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 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:

<b>Health Insurance</b>	<b>District pays</b>	<b>Employee pays</b>
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:

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

**ARTICLE XIII  
DENTAL INSURANCE**

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

**ARTICLE XIV  
LIFE INSURANCE**

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

**ARTICLE XV  
LONG TERM DISABILITY INSURANCE**

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

**ARTICLE XVI  
NO STRIKES**

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

**ARTICLE XVII  
RETIREMENT**

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

- a. The District will contribute 40% of the cost of individual insurance per year until the retiree becomes eligible for Medicare.
- b. A minimum 15 year service requirement to the District is required.
- c. Normal requirement of District health insurance eligibility for coverage into retirement to be the same as an active employee.
- d. The employee must provide the District with three (3) months' notice in writing prior to retirement date.
- e. The employee must retire from the District and NYSTRS or NYSERS simultaneously and receive a pension annuity from the System. Employees who have met all other requirements under Article XVII(6) and are receiving a pension from another NYS public retirement system meet the requirements of Article XVII(6)(e).
- f. Health insurance coverage into retirement for the individual does not include dental, life or disability insurance. Retirees may continue dental coverage into retirement but are responsible for the full premium. Life and disability coverage may continue at the discretion of the insurance provider.
- g. Bargaining unit members will have the right to continue individual coverage when the above mentioned benefit ends. The retiree will then be responsible for the total premium.
- h. This benefit is prospective and available only for those members who retire on or after July 1, 2019.
- i. Dependent coverage will be available but the retiree will be responsible for any additional costs to the District beyond the District's contribution as noted in Article XVII(6)(a).
- j. In lieu of Article XVII(6)(a), retirees meeting the minimum fifteen (15) year service requirement in Article XVII(6)(b) and the 3 month notice requirement in Article XVII(6)(d) may elect to receive a one-time payment of twenty-four thousand (\$24,000) dollars to be paid as a non-elective employer contribution into a 403b Plan, to be paid within 30 days after the effective date of retirement or within 30 days of the retiree's establishment of a qualified 403b account, whichever comes later.

### **ARTICLE XVIII SNOW DAYS**

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

**ARTICLE XIX  
DRIVING FULL TIME**

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

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

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

**ARTICLE XXI  
SALARIES**

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

<u>School Year</u>	<u>Hourly Rate</u>
2019-20.....	\$30.86
2020-21.....	\$31.79
2021-22.....	\$32.74

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



**ARTICLE XXII  
EMPLOYEE ASSISTANCE PROGRAM**

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

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

**ARTICLE XXIII  
DURATION & SIGNATURES**

This agreement shall continue in full force and effect July 1, 2019 to June 30, 2022 under the terms as set forth herein.


FOR THE DISTRICT

  
\_\_\_\_\_  
Michelle Brantner, Superintendent

Date: 12/31/19

FOR THE UNION

  
\_\_\_\_\_  
Timothy Hourigan, Mechanic

  
\_\_\_\_\_  
Kenneth Frost, Mechanic

**APPENDIX A  
EVALUATION PROCESS**

To be completed annually by May 1:

DEPARTMENT

\_\_\_\_\_Transportation

TOTAL SERVICE

\_\_\_\_\_Years

\_\_\_\_\_Months

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

DATE \_\_\_\_\_

**PROCEDURES FOR EVALUATION**

**Purpose:**

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

**Procedures:**

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

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

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

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

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

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

1. Productivity

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

2. Quality of Work

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

3. Attendance and Punctuality

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

4. Work Habits and Interests

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

5. Knowledge of Duties

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

6. Relationships with Others

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

7. Personal Characteristics

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

8. Self-Improvement Activity

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

9. Resourcefulness

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

Comments: \_\_\_\_\_

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Improvement      \_\_\_\_\_ Unsatisfactory

