

Conditions of Employment Agreement

Between

Marion Central School, District #1

Superintendent of Schools

and

The Civil Service Employees Association, Inc.

Local 1000, AFSCME, AFL-CIO

Wayne County Chapter Local #859

Marion Central School District

Employee Unit 9104

July 1, 2023 – June 30, 2027

Table of Contents

ARTICLE I Definitions	1
ARTICLE II Recognition	2
ARTICLE III Terms and Duration of Agreement	3
ARTICLE IV Negotiating Procedures.....	4
ARTICLE V Grievance Procedures	4
ARTICLE VI Rules and Regulations Governing Working Conditions	8
Section 1 Definition	8
Section 2 Layoff and Recall.....	8
Section 3 Promotion and Transfers.....	9
Section 4 Ten-Month Pay Schedule.....	10
Section 5 Maximum Wage Provisions for New Employees.....	10
Section 6 Temporary Work Assignment.....	10
Section 7 Use of School Equipment	11
Section 8 Physical Examinations	11
Section 9 Permanent Status.....	11
Section 10 Association Representatives	12
Section 11 Association Rights	12
Section 12 Administrative Rights	12
ARTICLE VII Fringe Benefits	13
Section 1 Employee Absence From Work.....	13
Section 2 Retirement.....	15
Section 3 Insurance and Related Benefits.....	16
Section 4 Holidays and Vacations	22
Section 5 Authorized Salary Deductions	23
Section 6 Miscellaneous Provisions.....	23
ARTICLE VIII Salary Statements.....	26
Section 1 Clerical Staff [Reserved].....	27
Section 2 Facilities Staff	27
Section 3 Registered Nurse (School Nurse/School Nurse Practitioner)	28
Section 4 School Lunch Staff.....	28
Section 5 Transportation Staff - Bus Drivers.....	29
Section 6 Transportation Staff	32

Section 7	Aides	32
Section 8	Teacher Assistants.....	33
Section 9	Computer Services Staff	33
SIGNATURES		34
Appendix A Summary of Benefits – Insurance Benefits for Retired Employees		35

ARTICLE I

Definitions

- A. CSEA: Civil Service Employees Association representing Marion Central School non-instructional employees.
- B. BOARD: Board of Education, the legislative body of the Marion Central School District.
- C. SUPERINTENDENT: Chief Executive Officer.
- D. COMMISSIONER: New York State Commissioner of Education.
- E. SCHOOL YEAR: The period from July 1 through June 30 of the next calendar year.
- F. TEACHING YEAR: The period from the opening date of school in September through the closing date in June of the next calendar year, so set forth in the school calendar. Employees are expected to work all days school is in session, the day following Labor Day, and Parent-Teacher Conference days. Bus drivers and monitors may have different schedules than the District calendar depending on their particular bus route assignment (e.g. out-of-district driving assignments).
- G. REGULAR FULL TIME EMPLOYEE: One who works a minimum of five hours or a maximum of eight hours per school day or working day and who regularly works for the duration of the school year, except bus drivers. Full-time bus drivers hired prior to November 5, 2012, work a minimum of twenty (20) hours which includes the time for pre-trip inspection until the return to the bus garage, cleaning the inside of the bus, reporting discipline problems, reporting mechanical problems and the bus driver assuming the duty of keeping the outside of the bus clean. Effective November 5, 2012, newly hired drivers must work a minimum of 25 hours per week to be considered full-time.
- H. SCHOOL LUNCH STAFF and 10-MONTH TEACHER AIDES: This group of employees will work all the days of the adopted school calendar, including the opening day staff orientation, exclusive of parent-teacher conference days and Superintendent's conference days. The number of hours worked on the opening day staff orientation will be determined each year by the day's schedule. Employees in this group may be requested to work at times other than regular school days and will be paid at the employee's regular rate. Ten-month employees will be entitled to eleven (11) paid holidays as listed in the contract.
- I. TEACHER ASSISTANTS: This group of employees will work all the days of the adopted school calendar, including staff orientation day and Superintendent's Conference days, exclusive of parent-teacher conferences. When reporting for Superintendent's Conference days, the District shall provide appropriate job related training or other appropriate instructional duties.

- J. **LONG TERM SUBSTITUTES:** Long Term Substitutes shall be defined as an employee hired to fill any position within the CSEA bargaining unit that has a need to be filled for a period of sixty (60) calendar days or more. They will be members of the CSEA bargaining unit and shall be eligible for all contractual benefits with the exception of Health Insurance but may purchase Health Insurance through the District. Long Term Substitutes shall not displace any full-time employee. Full-time employees will be offered all extra work/overtime within their departments before such work is assigned to Long Term Substitutes. Should Long Term Substitutes transition into permanent, full-time employees their seniority will be based on their first date of service.

ARTICLE II

Recognition

- A. The Board of Education hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Local 859, Marion Central School District Employee Unit 9104 (hereinafter referred to as the Association) as the exclusive representative of all regular full time employees as defined in Article I, (G) and which includes all personnel in the areas of school lunch (cafeteria), clerical, facilities, nurse, universal aides, teacher aides, teacher assistants, computer services staff, and transportation (including bus drivers, monitors, mechanics, and head bus driver), except Director of Food Service, Director of Facilities, Director of Transportation, Director of Technology, Director of Student Support Services, Administrative Assistant to the Superintendent, Data Coordinator, and Administrative Assistant to Director of Finance & Operations. The recognition shall extend until 120 days before budget submission date in 2027 with automatic extension of such recognition from a group or association representing at least thirty (30) percent of the above personnel employed at the date of demand. In which case, the matter will be resolved according to procedures established by Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law.
- B. The employer and the CSEA realize that they have the responsibility to promote and provide equal opportunity for employment and as such it shall be the positive and continuing policy of the employer and the CSEA to assure an equal opportunity in employment regardless of race, color, religion, gender, gender identification, or national origin.
- C. Pursuant to the requirement of Section 207 (Sub-division 3B) of the Public Employees Fair Employment Act, the CSEA affirms that it does not assert the right to strike, or to impose an obligation to conduct, assist, or participate in such a strike.
- D. The employer shall deduct from the wages of members and with remittance restricted solely to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224, regular membership dues and authorized insurance deductions from those employees who have signed the appropriate payroll deduction authorization, permitting such deduction. The employer agrees to deduct and remit such monies

exclusively for the Civil Service Employees Association as the recognized exclusive negotiation unit for employees in this unit.

1. Deductions shall be made on a bi-weekly basis according to the mandates of the CSEA Constitution and By-Laws. The CSEA shall notify the Board (or its designated agent) of the amount of dues currently being levied by the named Association, and at least one week in advance of the effective date for dues deductions to begin, shall provide the Board with a schedule of members participating in the plan and the amount of dues to be deducted on behalf of each individual.
2. An employee who has not authorized dues deductions before the first pay date in September may authorize dues deductions later by giving the Board written notice at least two weeks before the date such deductions are to begin.
3. By October 1, the District will provide a list of all employees covered under this agreement including names, addresses, job titles, and work locations to the Unit President.

ARTICLE III

Terms and Duration of Agreement

Section 1 This agreement shall become effective on July 1, 2023, and continues in force until June 30, 2027.

Section 2 Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such 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 FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section 3 Every employee organization submitting such a written agreement to its members shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

Section 4 Within sixty (60) days after the effective date of this act, a copy of this contract shall be furnished by the Chief Executive Officer of each public employer to each public employee. Each public employee thereafter shall, upon such employment, be furnished with a copy of the provisions of this contract.

Section 5 The foregoing constitutes the entire agreement between parties and no verbal statement or other agreement in whatever form, except an amendment, mutually agreed upon, in written form and annexed hereto and specifically designated as an amendment to this agreement, shall supersede or vary the provisions herein contained.

Section 6 It is understood in the event that any of the terms of this agreement are contrary to the provisions of Federal, State, or local Statutes or Ordinances, or the Rules and Regulations of the Commissioner of Education, or Department of Transportation, State of New York, THEN, such provisions of said statutes, ordinary rules or regulations shall prevail.

ARTICLE IV Negotiating Procedures

Section 1 *Procedures for Conducting Negotiations:* No later than February 1 of the fiscal year in which the contract expires, either party may notify the other, by written notice to the Superintendent of Schools or President of the Association, respectively, of its intent to renegotiate all or part of this contract. In the event that neither party formally requests renegotiation, negotiation shall not be held, and this contract shall be deemed to be renewed for the ensuing year.

ARTICLE V Grievance Procedures

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of any employee or group of employees and/or the interpretation or meaning of any of the provisions of this agreement.
2. An "aggrieved" person is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. An "immediate supervisor" is the employee that the "aggrieved" person works most closely with in terms of receiving day-to-day assignments for duties and responsibilities.

"Immediate Supervisor" defined:

Director of Facilities	-Operations and Maintenance
Director of Food Service	-Cafeteria Employees
Director of Transportation	-Transportation Employees
Building Principal	-Clerical Staff, Teacher Aides, Teacher Assistants
Director of Finance and Operations	-Business Office Staff
Director of Student Support Services	-CSE/CPSE Office Staff
Director of Technology	-Computer Services Staff
Assistant Superintendent	-School Nurse

5. A "Supervisor" is the superior officer (so designated) by the Board to exercise supervisory responsibility for the areas in which the grievance originates.

"Supervisor" defined:

Superintendent or designee - All non-instructional personnel.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise, affecting the working conditions of the non-instructional staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. In any case where the issue raised by the grievance affects a group of non-instructional personnel or involves the interpretation or meaning of this agreement, the CSEA shall be notified of the grievance and be given the opportunity to be present at such adjustment and to state its views.

C. Procedure - Time Limit

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum; every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the stages in this grievance procedure by the end of the school year if left unresolved until the beginning of the following school year could be detrimental to a party in interest, the time limits set forth herein will be reduced so that the grievance may be exhausted prior to the end of the school year as soon as is practicable.

D. Procedural Stages

1. Stage One: Immediate Supervisor:

The aggrieved person shall present his/her grievance in writing to his/her immediate supervisor, within ten (10) working days of the incident or of the employee's knowledge of the incident. The supervisor shall have ten (10) working days from the date he/she received the grievance in which to issue a written response. If the response is not satisfactory to the aggrieved employee, then within ten (10) working days after receipt of the decision, the employee may proceed to Stage 2.

2. Stage Two: Superintendent of Schools:

The aggrieved person and/or his/her CSEA representative (up to 3) may submit his/her grievance in writing to the Superintendent, who, within ten (10) working days after receiving the written notice of grievance, will convene a meeting between the aggrieved employee, his/her union representatives and the Superintendent for the purpose of resolving the grievance. The Superintendent shall have ten (10) working days from the date of the second step hearing in which to issue a written response. If the response is not satisfactory to the aggrieved employee, then within ten (10) working days after receipt of the decision, the employee may proceed to Stage 3.

3. Stage Three: Board of Education:

The aggrieved person and/or his/her CSEA representative (up to 3), may submit his/her grievance, in writing, to the Board of Education. The Board will convene a meeting between the employee, his/her CSEA representatives and the Board of Education within ten (10) working days after receiving the written notice of grievance. The Board shall have ten (10) working days from the date of the third stage hearing in which to issue a written response.

4. Stage Four: Arbitration:

In the event that the third stage response is not satisfactory to the grievant, then no later than ten (10) working days after receipt of the third stage response the Union may submit the grievance to arbitration. The Union will request from the Public Employment Board a list of seven (7) arbitrators, from which the Employer and the Union shall select an arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator from the list, the Union and the Employer shall alternately strike names until one (1) remains who shall be designated to arbitrate the grievance in question.

- a. The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law, or which violates the terms of this agreement.
- b. The decision of the arbitrator will be advisory in nature, and will not be binding on either party.
- c. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the CSEA for all grievances other than one brought by an employee who is not a member of the Marion School Unit of the CSEA and which the CSEA does not join as an intervenor.

E. Other Provisions:

1. All documents, communications, and records dealing with the processing of a grievance shall be confidential.

F. Examples of Procedural Stages:

Stage 1 - Immediate Supervisor

Stage 2 - Superintendent of Schools

Stage 3 - Board of Education

Stage 4 - Arbitration

G. Discipline:

1. All employee discipline is to be grieved through the grievance procedure, and there will be no penalty implementation until the process is complete.
2. An employee may be suspended by the district without pay for up to thirty (30) days pending the outcome of the grievance procedure, provided that a determination is made by the District that the employee's continued presence on the job would be disruptive to the normal course of business or threaten the safety of fellow employees or the public. In cases of suspension, a pre-suspension hearing shall be convened in which the specific reasons for the proposed suspension including a description of acts or conduct, times, dates, places of alleged acts or conduct, as well as general descriptions of witnesses to the alleged events will be presented. The employee shall have a 24-hour period to respond to the allegations prior to any suspension taking effect. In cases of such suspension prior to hearing, an arbitrator may award back pay or may consider the period of suspension as part of the appropriate penalty.

3. An employee against whom disciplinary action is proposed shall receive written notice of the proposed action and the reasons therefore including alleged acts or conduct, the date, time and place such acts or conduct occurred, as well as the penalty sought by the District. A copy of the notice shall be provided to the union President. Unless a written grievance is filed within ten (10) working days of the receipt of such notification, the matter will be settled with the penalty as proposed by the District, and the disciplinary action proposed will become effective. Grievances will be filed using the procedures set forth in Section D of this Article. Upon mutual agreement between the District and the employee, or their union representative, grievances may be filed directly to Stage Two of the grievance procedure.
4. The parties agree that the procedure provided in this contract shall be the exclusive procedure for the taking of disciplinary action against permanent employees, and the review of such disciplinary action against permanent employees and the review of such disciplinary action by employees. Any and all right extended to employees by Sections 75 and 76 of Civil Service Law, or any rule or regulation adopted thereunder, are hereby waived. Upon receipt of discipline under this procedure, the employee will be presented with an agreement to waive Section 75 and Section 76 of Civil Service Law, which if signed will allow the employee to exercise their rights under this article.

ARTICLE VI

Rules and Regulations Governing Working Conditions

Section 1 Definition:

"Seniority" shall be defined as the length of continuous full-time employment since the date of hiring within the Marion Central School District. If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment as it appears in the Board minute book.

Section 2 Layoff and Recall:

- A. All employees in the competitive class shall for the purposes of layoff and recall, be governed by provisions of Section 80 of the Civil Service Law.
- B. For purposes of layoff and recall, employees in other than the competitive class shall be treated in the following manner:

For layoff and recall purposes only, seniority shall be defined as the length of continuous service within job title. In the event of a layoff, employees within their current job title shall be laid off on the basis of seniority, such employees with the greater seniority being last laid off.

- C. By written notice to the employer, laid off employees shall be entitled to exercise their seniority, as defined, to displace employees with lesser seniority on job titles previously held by such senior employees. Recall shall be in the inverse order of the layoff.
- D. Employees in other than the competitive class who are subject to layoff may exercise seniority rights to displace an employee with lesser seniority in other lower rated job titles for which there is a direct line of promotion or demotion.
- E. Employees subject to layoff shall be given at least thirty (30) calendar days' notice prior to the date of the proposed layoff.

Employees subject to being bumped as a result of layoffs shall be given at least fifteen (15) calendar days' notice prior to the date of termination.

- F. All applicable employees shall be deemed to have seniority in accordance with this section and shall not be laid off until part-time, temporary, seasonal, and probationary employees within the job title in which such job abolishment's occur have been laid off.

Section 3 Promotion and Transfers:

All non-instructional personnel employed by the Marion Central School District will be offered the opportunity to apply for any and all job openings that pertain to non-instructional staff as they occur within the School District.

A. Transfer

- 1. Definition - "Transfer" shall be defined as horizontal movement between job titles while "reassignment" refers to horizontal movement within job titles.
- 2. Non-instructional personnel who apply for job transfer within the Marion Central School District shall be given first preference, with seniority being the determining factor when other job qualifications are considered fairly equal.

B. Promotions

- 1. Definition - "Promotion" shall be defined as vertical movement within or between job titles with corresponding increase in salary and supervising responsibilities being the prime difference in job assignments.
- 2. Non-instructional personnel who apply for job promotions within the Marion Central School District will be given first consideration, with seniority being the determining factor when job qualifications are considered fairly equal.

C. Notice of Vacancies

Notice of vacancies in positions will be posted so that employees will have the opportunity for applying. The following schedule of posting will be adhered to:

1. When a job vacancy or vacancies occur within employee's employment, the Employer will be responsible for posting the announcement of such vacancies in all work locations of employees who may be affected by such vacancies, at least ten (10) calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position to be filled, minimum qualifications required for appointment, and the number and work location(s) of the vacancies.
2. When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies, shall be allowed to file appropriate notice therefore with the Employer; provided, however, that such notice must be filed within five (5) days following announcement of the vacancy.
3. The above rules shall apply to all competitive, non-competitive, exempt, and laboring classes.

Section 4 Ten-Month Pay Schedule:

All ten-month employees will be paid on an equalized basis for 21 consecutive pay periods. Two paychecks will be issued in September and employees will get two paychecks in June. A third paycheck will be issued to those employees who have additional hours worked between the last regular paycheck of the fiscal year and June 30 of that same year.

Section 5 Maximum Wage Provisions for New Employees:

No person shall be hired by the Employer at a starting salary or hourly wage greater than that of any employee presently holding a position within that job classification or title. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in this same work will be increased by the difference between the lowest paid employee's wage and the wage paid to the new employee. The only exception shall be in the hiring of a new employee who can demonstrate bona fide experience within the job title for which he/she is being hired.

Section 6 Temporary Work Assignment:

Any employee who works one (1) or more hours in a pay period in a job title that pays a higher rate of pay than the employee's normal rate of pay shall be paid the greater of either the minimum rate of pay for the job title to which assigned, or one (1) dollar per hour added to their hourly rate of pay. It shall be the obligation of the employee to request the increased rate of pay prior to the end of the pay period in which the work that is eligible for the increased rate of pay is rendered.

Section 7 Use of School Equipment:

No employee will be required to operate equipment that is unsafe. Employees must report unsafe equipment to their immediate supervisor, in writing, on the proper form provided by the School District.

Section 8 Physical Examinations:

Physical examinations are required for some employees annually and others at first time of employment or as requested.

- A. A physical examination may be required of an employee at any time and a re-examination may be requested at any time, as may be required by applicable law, regulation, or policy, or when based upon a concern by the District related to the health and/or safety of District students or personnel.
- B. Required physical examinations are to be performed by a vendor of the District's choice, which may include the school physician, with cost to be borne by the School District. If the employee requests, in writing, permission will be given for a physical examination by a personal doctor, with form as provided by the school, and cost to be borne by the employee.

Section 9 Permanent Status:

The following conditions relate to employee appointments involving Civil Service positions at Marion Central School.

- A. All new employees must serve a probationary period of not less than eight (8) weeks, but no more than twenty-six (26) weeks.
- B. Permanent appointments in competitive class positions require successful completion of examination and final rating, equal to or higher than the rating of the third highest ranking eligible on the list, and the serving of the probationary period. If the examination is given after the completion of the probationary period, the probationary period will be extended until the examination is offered by the Civil Service Commission and a list of eligibles is established.
- C. Tenure protection is available to all employees in competitive class positions. All employees classified in non-competitive, exempt and labor class positions will be awarded annual appointment, with renewal subject to the requirements of this agreement and Federal and State statutes and regulations as they apply to individual positions.

Section 10 Association Representatives:

- A. The Association may designate one (1) bargaining unit employee as Association delegate.
- B. The employer shall be notified of the name of the delegate thus designated.
- C. The designated delegate will be permitted to attend the Association's Fall and Spring meetings. If a substitute is employed, the cost will be borne by the Association.
- D. The employer shall be notified at least two (2) weeks in advance of the meeting that the delegate will be attending such meeting.
- E. Employees designated as grievance representative within each building shall be allowed to handle grievances of employees and to represent employees at all stages of the grievance procedure with no loss in pay.
- F. Officers and representatives shall be offered such time off without loss of pay as may be reasonably required for the performance of their duties in regard to the interpretation, application and enforcement of this agreement.

Section 11 Association Rights:

The Association shall have the sole and exclusive right, with respect to other employee organizations, to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employee's Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before an appropriate official of the employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate; and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the employer or any of its agents.

The Association shall have the sole and exclusive rights to pursue any matter or issue, including, but not limited to grievance and appeal procedures in this agreement, and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.

Section 12 Administrative Rights:

The CSEA recognizes that, under the laws of the State of New York and the Commissioner of Education's Rules and Regulations, the Board is legally responsible for the conduct of the educational program in the operation of the schools of the District. Further, that the Board shall retain the right to adopt rules for the efficient operation of the schools and the conduct of its employees provided that such rules do not conflict with the provisions of this agreement.

ARTICLE VII

Fringe Benefits

Section 1 *Employee Absence From Work*

A. Sick Leave

All non-instructional personnel employed on a regular full-time basis will be granted 15 sick days per year.

Such allowance is to be cumulative, but not to exceed 200 days.

In the event that a non-instructional member does not complete a full work year, the District will be reimbursed for any sick days used on a one-day per month basis for that year at the time of leaving the employ of the District.

B. Extended Sick Leave

If an employee's illness extends more than five (5) consecutive days beyond the sick leave accumulated by the employee, the employee shall receive extended sick leave paid at the difference between the cost of the substitute's daily pay and their own daily pay regardless of when the absence for said illness begins. However, no employee shall receive both fully paid personal illness benefits and the benefits provided by this paragraph. Extended sick leave days shall not exceed a total of one hundred eighty (180) days and need not be continuous. While on extended sick leave the employee's allotment of annual sick leave shall not renew. When the employee returns to work, they will receive the annual allotment of sick leave.

C. Pregnancy Disability Leave

As soon as possible but ordinarily at least five (5) months prior to the anticipated date of delivery, an employee who wishes to apply for pregnancy disability leave must notify her Superintendent in writing stating the date she wishes her leave to begin. The employee may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required duties.

1. A medical statement by the employee's physician is required. Confirmation by the school physician may be required.
2. The employee may return at any time following the delivery of the child upon written certification of her physician indicating that she is able to perform her duties. An examination by a school physician may be required.

3. Physical disability caused by or resulting from pregnancy, miscarriage, childbirth and recovery there from, shall be treated as temporary physical disabilities for all job related purposes and will be covered by regular sick leave benefits, to the extent of the number of days of sick leave credit that the employee has personally accumulated.

D. Child Rearing Leave

Child rearing leave may be applied for the purpose of child rearing, after the birth or adoption of a child.

1. The employee must apply for the leave prior to the end of the Pregnancy Disability Leave or prior to the placement of the adopted child.
2. The leave may be requested for the remainder of the 10-month school year in which the child is born or adopted.
3. There shall be no sick leave compensation during the child rearing period.

E. Death Benefit

In the event of the death of an employee while still in service, a payment equal to the full amount of unused sick leave will be made to the employee's beneficiary.

- F. The Superintendent or designee may request a doctor's certificate for an illness lasting over five (5) school days, except for bus drivers, where the Superintendent or designee may request, at their discretion, a certificate from attending physician.

G. Absence to Care for Immediate Family Members

1. "Immediate" family shall be interpreted to mean spouse, a child, or a parent or stepparent of the non-instructional employee, or any member of the same household.
2. For absences granted to care for critically ill, immediate family members, if the employee has been absent because of personal illness for five (5) days in the given year, then such absence will be deducted from his/her accumulated sick leave.
3. When the cause for the absence is not "critical illness", the absence should be discouraged. If allowed however, the time lost shall be taken from the employee's current sick leave.

H. Employee Doctor and Dental Appointments

The time for such absences that are necessary will be taken from the sick leave allowance.

I. Bereavement Leave

Bereavement leave of up to five (5) days shall be allowed for the death of a spouse, children, and any other member of the same house, brother and sister, brother-in-law and sister-in-law, father and mother, father-in-law and mother-in-law, grandmother and grandfather, and grandchildren. The last two (2) days of this leave will be deducted from the accumulated sick leave.

J. Personal Leave

1. All non-instructional personnel employed on a regular full-time basis shall be entitled to three (3) days of personal leave, other than sick leave, for matters which must be attended to during the school day. Any personal days not used at the end of the school year will be added to the employee's accumulated sick leave.
2. Except in emergencies, written notice of request for such leave shall be made as soon as possible, but at least 72 hours in advance. Requests shall be made to the employee's supervisor either via email or in writing. The request will include the employee's name, date, and day requested. Such leaves shall not be used for the extension of vacations or for social or recreational purposes.
3. On those occasions when the personal leave is used or requested for the days immediately preceding or following a vacation or three-day weekend, specific reasons shall be stated by the applicant.

K. Payment During Jury Duty

A non-instructional employee required to report for jury during his/her employment with the School District will receive his/her regular salary.

L. Leave Without Pay

All employees covered by this agreement shall have the right to request a leave of absence without pay for personal reasons, for a period not to exceed one (1) year. Such requests shall be in writing and subject to approval by the Superintendent of Schools.

Section 2 Retirement

- A. The New York State and Local Retirement System is available to regular full-time non-instructional personnel. Any non-instructional employee who works each school day or working day, on a ten, eleven or twelve-month basis may elect to join the New York State and Local Retirement System. Those employees in the Civil Service competitive class may join, and those in the non-competitive class may join if their wages are in excess of \$1,500 per year.

- B. Employees classified as Teacher Assistants will be members of the New York State Teachers Retirement System.
- C. The Board of Education has adopted the "20 Year Career Plan" (75i), the Guaranteed Death Benefit not exceeding \$20,000 (60B), and the Accumulated Sick Leave Rider (41J) for all employees as provided under the New York State & Local Employees Retirement System.
- D. 403b Contribution. In June of each year, the Board of Education will match a members deferred compensation, contributed to a tax sheltered annuity account of the employees choosing, up to and including a sum equal to one (1%) percent of their annual wage for that fiscal year. The funds will be deposited into a 403b account as a Non-Elective Employer Contribution. (All contributions are subject to limitations set forth by the IRS.) These accounts will be owned by the individual staff member who may, in turn, direct the proceeds into various investment sub-accounts.

Section 3 Insurance and Related Benefits

- A. The Board of Education reserves the right to contract with any insurance company as long as benefits are the same, equal to or better than present insurance benefits. For this insurance item only, if this item is presented to an arbitrator through the grievance procedure, the arbitrator's decision will be honored as to "same, equal to or better" benefits than the present BC/BS contract.
- B. Hospitalization
 - 1. The Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider) will be the base plan for all unit members effective with ratification of the agreement by the Parties.
 - a. For employees who commenced service before July 1, 2004, the District will pay 85% of the premium of the base plan (Single, 2 Person, Family No-Spouse, or Family) and the employee will pay the remaining 15%.
 - b. For employees who commenced service on July 1, 2004 or later, the District will pay 80% of the appropriate premium of the base plan (Single, 2 Person, Family-No-Spouse, or Family) and the employee will pay the remaining 20%.
 - c. The District offers additional options for health insurance to all employees. If the employee chooses a more expensive option, the employee will pay the full amount of the difference between the District's contribution of their base plan and the full cost of the more expensive option.
 - 2. Members also have the option to enroll in the lowest Signature HDHP (currently \$1,500/\$3,000 deductible) plan. The District will be responsible for covering 100% of the premium cost of this plan for both single and family policies unless the combined cost to the District of the premium and the HSA contribution set forth below exceeds the District's contribution of the premium cost of the base plan, in which event the member will pay the full amount of the excess.

- a. For the 2023-2024 school year, new enrollees will receive a 100% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000) when their coverage becomes effective after ratification of this agreement. In January of 2024, new enrollees will receive a 100% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000). Thereafter, on the next subsequent January 1st and each subsequent January 1st while the member remains enrolled in the Signature HDHP plan the member will receive an additional 100% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000). Such HSA contributions will be prorated for newly hired personnel based on date of hire.
 - b. For the 2024-2025 school year and thereafter, new enrollees will receive a 50% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000) when their coverage becomes effective, July 1. In January of the fiscal year after enrollment, new enrollees will receive a 100% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000). Thereafter, on the next subsequent January 1st and each subsequent January 1st while the member remains enrolled in the Signature HDHP plan the member will receive an additional 100% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000). Such HSA contributions will be prorated for newly hired personnel based on date of hire.
 - c. For the 2023-2024 school year and thereafter the District will offer, as allowed by the plan, an open enrollment period for the HDHP to allow coverage to become effective January 1st. If a new enrollee opts for their coverage to become effective January 1st, they will receive only the HSA contribution scheduled for that January 1st and each subsequent January 1st while the member remains enrolled in the Signature HDHP plan.
 - d. The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.
3. Unit members who chose NOT to join the health coverage at a prior time will have the option of joining the health plan during the Open Enrollment Period to become effective the following July 1. This does not pertain to new employees who will be given the option of joining the plan at the onset of employment. However, if the Unit employee desires to join the health insurance plan because of extenuating circumstances, such as death of spouse, change in marital status, or layoff of spouse, such employee may join the health insurance plan any time.
 4. Employees who do not meet the requirements of a regular full-time employee may participate in the school's existing medical/health insurance group plan, but must pay the total cost of the insurance premium.
 5. In the event a member dies while in service, the District will provide health and dental insurance to the surviving spouse and dependent children for up to ten (10) months after the death of the member. The District's contribution rate shall remain at the same percentage.

6. Employees who would otherwise qualify for medical insurance benefits may elect to accept a cash opt-out payment in the amount set forth below in lieu of the medical insurance contribution if they arrange for alternative medical insurance coverage. The cash opt-out payment is separate from the district's contribution to a Health Services Account.

Effective July 1, 2023, the cash opt-out payment amount shall be \$0 Annually.

Effective July 1, 2024, the cash opt-out payment amount shall be \$550 Annually.

Effective July 1, 2025, the cash opt-out payment amount shall be \$800 Annually.

Effective July 1, 2026, the cash opt-out payment amount shall be \$1075 Annually.

C. Dental Insurance

1. The Board of Education shall pay 80% of the premium for dental coverage for all full-time employees who shall elect to become members of this group plan. Said dental plan will be self-funded by the District and participating employees with a third party administrator handling claims. The schedule of benefits will be equivalent to the Excellus Dental Blue Option 1 Plan (modified).
2. New employees may join the dental insurance plan when they become full-time employees. Other employees not enrolling in the dental plan when offered will not be allowed to join until the following July 1. Employees must notify the District in writing during the Open Enrollment Period if they are requesting coverage.

D. Insurance Benefits for Retired Employees **

**** A summary of the offerings contained in D1 through and including D6 is annexed to this agreement as Appendix A. The summary is for illustrative purposes only and shall not change, alter, or modify the contractual language following.**

1. Employees who commenced service prior to July 1, 2004, have twenty (20) years of service in the Marion School District, and are not Medicare eligible will receive the Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider. The District shall pay 75% of the cost of a single, 2-Person, Family-No-Spouse or Family medical and dental plan with the retiree paying the remainder. If the retiree wishes to enroll in another more expensive plan offered by the District, the retiree may do so but will be responsible to pay the difference between the more expensive plan and the Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider.

In addition, these retirees may select one of the following options in lieu of retiree health care for life.

- i. Retiree may opt for a payment equal to 25% of their final year salary plus 50% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days and 75% of a 2-Person, Family-No-Spouse or Family Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider plan until Medicare eligible. The payment and health insurance until Medicare eligible is in lieu of Medicare supplemental coverage.

ii. Retiree may opt for a payment equal to 50% of their final year salary plus 75% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days and 75% of a single Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider plan until Medicare eligible. The payment and health insurance until Medicare eligible is in lieu of Medicare supplemental coverage.

iii. Retiree may opt for a payment equal to 75% of their final year salary plus 100% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days in lieu of any District sponsored retiree health insurance coverage in retirement.

2. Employees who commenced service between July 1, 2004 and June 30, 2023, inclusive, have twenty-five (25) years of service in the Marion School District, and are not Medicare eligible will receive the Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider. The District shall pay 75% of the cost of a single, 2-Person, Family-No Spouse or Family medical and dental plan. The District shall pay 65% of the cost of a single, 2-Person, Family-No Spouse or Family medical and dental plan of an employee with at least twenty (20) years of service but less than twenty-five years of service with the District, with the retiree paying the remainder. If the retiree wishes to enroll in another more expensive plan offered by the District, the retiree may do so but will be responsible to pay the difference between the more expensive plan and the Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider.

In addition, these retirees may select one of the following options in lieu of retiree health care for life.

i. Retiree may opt for a payment equal to 25% of their final year salary plus 50% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days and 75% for 25 years of service and 65% for 20 years of service of a 2-Person, Family-No-Spouse or Family Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider plan until Medicare eligible. The payment and health insurance until Medicare eligible is in lieu of Medicare supplemental coverage.

ii. Retiree may opt for a payment equal to 50% of their final year salary plus 75% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days and 75% for 25 years of service and 65% for 20 years of service of a single Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider plan until Medicare eligible. The payment and health insurance until Medicare eligible is in lieu of Medicare supplemental coverage.

iii. Retiree may opt for a payment equal to 75% of their final year salary plus 100% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days in lieu of any District sponsored retiree health insurance coverage in retirement.

3. Employees who commenced service on or after July 1, 2023 and have at least twenty (20) years of service in the Marion School District and are not Medicare eligible will receive the Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider. The District shall pay 65% of the cost of a single, 2-Person, Family-No Spouse or Family medical and dental plan with the retiree paying the remainder.

In addition, these retirees may select one of the following options.

i. Retiree may opt for a payment equal to 25% of their final year salary plus 50% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days and 65% of a 2-Person, Family-No-Spouse or Family Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider plan until Medicare eligible. The payment and health insurance until Medicare eligible is in lieu of Medicare supplemental coverage.

ii. Retiree may opt for a payment equal to 50% of their final year salary plus 75% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days and 65% of a single Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider plan until Medicare eligible. The payment and health insurance until Medicare eligible is in lieu of Medicare supplemental coverage.

iii. Retiree may opt for a payment equal to 75% of their final year salary plus 100% value of their per diem rate for sick day buy out for days in excess of 165 days up to 200 days in lieu of any District sponsored retiree health insurance coverage in retirement.

4. Employees who meet the eligibility requirements for retiree health care, and are not Medicare eligible, may continue enrollment in the then current HDHP offered by the District. The District shall pay premiums and make HSA contributions not to exceed the HB-30 base plan percentage that the retiree is eligible for.

5. Retiring Employees who commenced service before July 1, 2023, becoming eligible for Medicare, (including eligible spouses) shall enroll in one of the Medicare supplement health plans offered by the District at the time of the employee's retirement. The District shall pay the percentage of the premium cost of the medical and dental plan chosen by the retiree as set forth below with the retiree paying the remainder.

i. For a member of ERS/TRS Tier 4 with twenty (20) years hired prior to July 1, 2004 or at least twenty-five (25) years of service with the District, the District will pay 75%;

ii. For a member of ERS/TRS Tier 4 with at least twenty (20) years of service hired after July 1, 2004 but less than twenty-five years of service with the District, the District will pay 65%;

iii. For a member of ERS/TRS Tier 5 or 6 with at least twenty (20) years of service with the District, the District will pay 50%

6. Retiring Employees who commenced service on or after July 1, 2023, becoming eligible for Medicare, shall not be eligible to participate in any Medicare supplement health plans offered by the District.
7. Upon the death of the retiree, the surviving spouse may continue to participate in any health and dental insurance plan offered by the District at their own expense.
8. Should any health and dental insurance plan discussed in this section be closed or dismantled, the parties will meet to evaluate plans that are available and choose a mutually agreed alternative plan.
9. It is further agreed between the parties that all employees who were represented by CSEA at the time of retirement will have the option to enroll in any future health and dental insurance plan that may become available through the Marion School District.
10. If a retiree chooses to enroll in a plan other than the one provided by the District in retirement the District will pay an amount equal to its payment for the District's plans toward the premium of the plan of the retiree's choice.

E. Health Insurance Reopener

In the event that the carrier in force ceases to offer the base plans listed in Section 3-B, paragraphs 1 or 2, either party may, upon due notice in writing to the other party, reopen the provisions of this Article for negotiations related to the base plan for health insurance and/or dental insurance.

In the event that the District or its carrier become subject to the Code Section 4980 I Excise Tax on High Cost Employer-Sponsored Health Coverage ("Cadillac Tax") pursuant to the Affordable Care Act, either party may, upon due notice in writing to the other party, reopen the provisions of this Article for negotiations related to any health benefit that triggers or increases the amount of the Cadillac Tax.

F. Worker's Compensation Insurance

1. All employees are covered by Worker's Compensation Insurance, which protects them in case of accidents while on duty. In the event of such an accident, the employee should immediately notify the Superintendent so that proper forms may be executed.
2. The District will reimburse employees for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by Worker's Compensation, which are damaged, destroyed, or lost as a result of an injury sustained in the course of the employee's employment, when the employee has not been personally negligent with reference to the incident.
3. The District will reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within

the scope of his/her employment, when the employee has not been personally negligent with reference to the incident.

Section 4 Holidays and Vacations

A. Holidays

1. All full-time, as defined in Article I, G, and who are not twelve (12) month employees, will be granted the following eleven (11) holidays without loss of pay: Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. In those years where the District is closed for instruction in observance of Juneteenth, that day of observance shall be added to the list of holidays to be granted without loss of pay.

With Administrative approval, employees may work these holidays, but be given another day when school is not in session to compensate.

2. All full-time twelve (12) month employees will be granted the following thirteen (13) holidays without loss of pay: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. In those years where the District is closed for instruction in observance of Juneteenth, that day of observance shall be added to the list of holidays to be granted without loss of pay.

With Administrative approval, employees may work these holidays, but be given another day when school is not in session to compensate.

B. Vacations:

1. Only twelve (12) month non-instructional personnel are eligible for paid vacations.
2. The following vacation schedule will prevail: For clarification, work time will be computed from first day of employment, not date of Board appointment.
 - a. One (1) weeks' vacation during the first year, but after six (6) months of work.
 - b. Two (2) weeks' vacation, the second (2) through fifth (5) year of work.
 - c. Three (3) weeks' vacation, following (5) years of service.
 - d. Four (4) weeks' vacation following twelve (12) years of service.
 - e. Five (5) weeks' vacation following twenty (20) years of service.

- f. If an employee reaches a milestone anniversary date before July 1, they will receive a pro-rated week of vacation for the remainder of that school year. On July 1, they will receive their full week.
 - g. If an employee goes from a 10- or 11-month position to a 12 month position and becomes eligible for vacation time, the employee's prior years of service shall apply.
- 3. If a holiday falls during the employee's vacation week, the holiday shall not be counted as part of his/her vacation time.
- 4. Vacations will be approved by the employee's direct supervisor.
- 5. Seniority shall be the determining factor in the assignment of vacations.
- 6. Employees shall be allowed to carry over up to five (5) days into the next school year.

Section 5 Authorized Salary Deductions

Upon receipt by the District Business Office of deduction authorization cards or forms, which authorize deductions from the salaries of individual employees for deposit in their bank of choice, the District agrees to make such deductions to the extent the machine processing of payroll permits.

Tax Sheltered Annuity Programs: The District further agrees to honor authorized deductions from salaries of employees electing to participate in a tax-sheltered annuity program from a list of specified plans provided by the District.

Section 6 Miscellaneous Provisions

A. Mileage:

If employees are required to travel between buildings and use their own automobile while on authorized school business, they shall be reimbursed at the maximum rate per mile allowed by the Internal Revenue Service.

B. Courtesy Passes:

All employees and their spouses covered by this agreement will be admitted to all school sponsored activities without charge, except for class-sponsored projects where their attendance will increase the expense of the activity.

C. Social Security:

The employer agrees to maintain his/her share of contribution of the Social Security payments as outlined in the Social Security Act.

D. Employee Job Related Expenses:

Employees may apply for payment by the School District of the fees and expenses for job related conferences, workshops and educational/college courses. With regard to college courses, written application must be made to the Superintendent on forms provided by the District prior to February 1 for courses taken during the next school year and will be reimbursed using the current SUNY tuition rate. Fees and expenses will not be paid unless the Superintendent has given prior written approval. Fees and expenses may be approved only if, in the Superintendent's sole discretion, the conference, workshop or educational/college course is necessary or appropriate to enhance the skills or to maintain certification required for the employee's current position. (This provision excludes the 30-hour training course taken by bus drivers and the 10-hour training course taken by bus monitors.)

All non-instructional employees will be compensated at the rate of \$15/credit hour for all approved general in-service courses and at the rate of \$20/credit hour for all job related approved courses or training conducted outside the normal work day. All courses must be approved by the Superintendent in advance of registration for the course. (Credit hours defined by school policy)

E. Mandated Trainings:

All New York State and District mandated trainings, with the exception of the 30-hour bus driver training course and the 10-hour bus monitor training course as noted in Paragraph D above, will be paid at the employee's regular rate.

F. Flexible Hours, Overtime and Compensatory Time:

Flexible Hours: In order to accommodate occasional work overflow on a particular day, a supervisor may request and the employee at his/her option may agree that the employee will work longer than the customary work day in exchange for a reduction of the employee's hours on another day occurring within the same work week so that the employee's total hours for that week do not exceed forty (40).

Overtime: Overtime (one and one-half times hourly pay) will be paid for hours worked per week in excess of forty (40) hours only if approved by the Superintendent of Schools or Director of Finance & Operations in advance.

Compensatory Time: Compensatory time in lieu of overtime will be allowed for hours worked per week in excess of the employee's regular work week only if requested by the employee and approved by the Superintendent of Schools or Director of Finance & Operations in advance. Compensatory time will be granted at the rate of one for one for hours worked up to forty (40) hours per week and one and one-half times the hours worked

per week in excess of forty (40) hours and must be used within a reasonable period of time after they are earned.

G. Inclement Weather

1. All employees will report to work for closing of school due to low temperature related closings.
2. When school is closed for inclement weather, required staff shall report to work unless the proper governmental authority closes roads in Wayne County.
3. Required employees shall be designated by the Superintendent of School and refers to:
 - a. Regularly scheduled Facilities staff (Custodians, Maintenance Mechanic and Groundskeeper only), and
 - b. One bus mechanic.
4. Required employees who report for work when school is closed for inclement weather shall be paid at an hourly rate one and one half their regular hourly rate of pay for all hours worked while school is closed for inclement weather. If they are permitted to leave early on that day, they will receive their regular rate of pay for the remainder of the day for the two paid inclement weather closing.
5. Non-required employees:
 - a. Receive two paid inclement weather closings per school year.
 - b. For any additional closings, non-required employees may elect to either take the closing day unpaid and not report to work or utilize a personal day from his/her accruals.
 - c. With supervisor approval, employee may report to work. They will be paid their regular hourly rate.
 - d. For closings beyond the two paid closings per school year, employees who may not be able to report to work may elect to make-up days during times following the student academic year or recess periods. Specific days will be arranged between the employee and their supervisor.
6. Any employees who believe it would be unsafe for them to report to work have the option to go unpaid and not report to work, or use a personal day.
7. In the event the hours worked by day shift employees are reduced due to a delayed arrival or early dismissal because of inclement weather, and night shift employees do not receive the same reduction in hours on their shift immediately following the

day shift reduction, night shift employees will be paid at one- and one-half times their hourly rate of pay for the number of hours day shift employees were reduced.

ARTICLE VIII Salary Statements

A. Wages:

i. Minimum Rate of Pay.

A new employee's hourly rate of pay shall be not less than reflected in the following table.

Title	Adjusted Hourly Wage	(Calculated)
Cleaner	Base Rate	\$14.45
Custodian	Base Rate + \$2	\$16.45
Groundskeeper	Base Rate + \$2.25	\$16.70
Maintenance Mechanic	Base Rate + \$6	\$20.45
Bus Monitor	Base Rate	\$14.45
Bus Driver	Base Rate + \$8	\$22.45
Head Bus Driver - 19A	Base Rate + \$11	\$25.45
Bus Mechanic	Base Rate + \$7	\$21.45
Cafeteria Monitor	Base Rate	\$14.45
Food Service Helper	Base Rate	\$14.45
Cook	Base Rate + \$2	\$16.45
Cook Manager	Base Rate + \$4	\$18.45
Typist	Base Rate + \$2	\$16.45
Sr. Typist	Base Rate + \$3	\$17.45
Account Clerk	Base Rate + \$2	\$16.45
Sr. Account Clerk	Base Rate + \$3	\$17.45
Universal Aide	Base Rate	\$14.45
Teacher Aide	Base Rate	\$14.45
Teacher's Assistant	Base Rate + \$3	\$17.45
LPN	Base Rate + \$8	\$22.45
Computer Services Asst.	Salary	\$45,000
Sr. Computer Services Asst.	Salary	\$53,000
Nurse Practitioner	Salary	\$53,000
RN	Salary	\$41,000

** For the 2023-2024 fiscal year the base rate from July 1, 2023 through December 31, 2023, equals \$14.45 per hour. On January 1, 2024 the base rate shall increase by \$0.80 per hour. For the remaining term of the contract the base rate would increase by \$0.50 per hour on July 1, 2024, July 1, 2025, and July 1, 2026.

ii. Hourly Wages.

Effective 7/1/2023, returning bargaining unit employees will receive an increase to their 2022/2023 hourly wage of \$0.65 per hour. On January 1, 2024, returning bargaining unit employees will receive an additional increase to their hourly wage of \$0.60 per hour. Newly hired employees (those hired between July 1, 2023 and December 31, 2023, inclusive) will receive an increase to their hourly wage of \$0.80 per hour.

Effective 7/1/2024, bargaining unit employees will receive an increase to their 2023/2024 hourly wage of 3.75%.

Effective 7/1/2025, bargaining unit employees will receive an increase to their 2024/2025 hourly wage of 3.75%.

Effective 7/1/2026, bargaining unit employees will receive an increase to their 2025/2026 hourly wage of 3.75%.

B. Other Provisions

Section 1 Clerical Staff [Reserved]

Section 2 Facilities Staff

1. Facilities employees are 12-month employees, unless otherwise specified upon being hired.
2. Employees who are called back for emergency work outside their regular work day shall be compensated a minimum of three (3) hours at the rate of time and one half of their regular hourly rate.
3. Shift differential for Custodians and Cleaners will be an additional 5% of their hourly rate of pay.
4. Facilities staff will be reimbursed up to \$250 annually toward the purchase of work clothes and work shoes. A receipted claim for reimbursement (which indicates the date, place, and cost) is necessary. Itemized receipts must be filed with the District by June 1st annually for expenses incurred in the current year.
5. A stipend of \$575 will be paid to the supervisor of the summer cleaning crew.
6. If it is necessary to assign facilities staff beyond their regularly scheduled hours for events taking place on school grounds, such time will be offered on a rotating basis by seniority. The rotation does not restart after an opportunity has been accepted or rejected; the rotation continues until everyone has had an opportunity to accept or reject additional time.

Section 3 Registered Nurse (School Nurse/School Nurse Practitioner)

1. Registered Nurse is a full-time employee, as defined in Article I, G, who are not twelve (12) month employees.
2. Nurses are salaried and will be paid based upon the 10-month instructional calendar, taking into consideration their credentials and years of experience. The position does, however, require, as the need arises, attendance at meetings, unanticipated emergencies before or after the normal working day and summer work as needed.
3. The District may, from time to time as its needs dictate, utilize individual(s) in the title of School Nurse who address the various health related requirements, recommendations and mandates that have been, or may be, made by the Governor of the State of New York, the

New York State Department of Education, the New York State Department of Health, and/or local county departments of health at times outside of their contractual work day/work, which is specifically defined as any time earlier than thirty (30) minutes before the start time of first instructional period of the school day, or later than sixty (60) minutes after the end time of the last instructional period of the school day, on instructional days, and Saturdays and Sundays during the school year.

4. Any individual in the title of School Nurse who provides services outside of their contractual work day/week, as assigned and/or approved by the District pursuant to "3" above shall be compensated as follows:

- | | |
|----------------------------|--|
| • Nurse Practitioner | Time and a half (1 ½) their annualized hourly rate of pay for duties related to the conditions, and at the times, referenced in "3" above. |
| • Registered Nurse | Time and a half (1 ½) their annualized hourly rate of pay for duties related to the conditions, and at the times, referenced in "3" above. |
| • Licensed Practical Nurse | Time and a half (1 ½) their hourly rate of pay for duties related to the conditions, and at the times, referenced in "3" above. |

Section 4 School Lunch Staff

1. All school lunch personnel who are employed five (5) or more hours per day on a regular basis during the school year are considered full-time employees and are eligible for fringe benefits.
2. Payment for a dinner, banquet or any before or after school affair other than regular school lunch preparation, which requires work after 2:00 p.m. on any weekday from September 1 to June 30, or for any Saturday or holiday work, will be at the rate of time and a half per hour of the regular wage.

3. School lunch staff will be reimbursed up to \$150 annually toward the purchase of work clothes and shoes. A receipted claim for reimbursement (which indicates the date, place, and cost) is necessary. Itemized receipts must be filed with the District by June 1st annually for expenses incurred in the current year.
4. Cafeteria staff who are already working when an emergency closing is called before the school day begins shall receive time and a half for hours already worked.

Section 5 Transportation Staff - Bus Drivers

1. Drivers hired before June 30, 2012, will be considered full-time if they work a minimum of 20 hours per week. Drivers hired after June 30, 2012, will be considered full-time if they work a minimum of 25 hours per week. Drivers who meet these requirements are eligible for fringe benefits.
2. Based on seniority, returning drivers will decide how they want to get 20 or 25 hours. Options include drive in-district runs and then other runs in the middle of the day, drive out-of-district runs, or serve in another unit position (cafeteria monitor, cleaner, etc.) at that position's rate. Individual assignments will be determined by administration.
3. All drivers will get 30 minutes of additional pay for pre- and post-trip responsibilities. Any driver who is required to change buses during the day will get 15 minutes of additional pay for pre- and post-trip responsibilities.
4. In the event a driver has a run cancelled due to the absence of a student or students, the District will make good faith efforts to find substitute work for the driver that will fill the scheduled time. In the event there is no, or insufficient, work available, the driver, at their option, may request to use personal leave time rather than go unpaid.
5. Drivers who have retired from employment with the District will have preferred eligibility status for substitute or part-time driving positions. These individuals shall be paid \$28.00 per hour.
6. Extra Trips:
 - a. Extra trips are defined as any trip which is not a regular scheduled route and requires transportation outside of the school district boundaries.
 - b. All extra trips will be awarded based on rotating seniority, which will reset on a monthly basis. All extra trips will be posted and drivers will have the opportunity to sign up. Starting with the most senior driver, the District will move down the list until an eligible driver who volunteered accepts the offer. Management reserves the right to assign drivers to extra trips when the seniority listing fails to produce a driver or when time constraints-prevent a seniority selection process.
 - c. The extra trip rate is \$28.00 per hour.

7. All bus drivers who take extended trips over four (4) hours and who purchase meals outside the School District and who receive prior approval from their immediate supervisor will be refunded for one meal, not to exceed \$10.00. Itemized receipts for meals and travel allowance must be submitted.
8. The School District shall reimburse all bus drivers the cost of driver test fees and fingerprinting expenses required by the District to perform the job. The District shall reimburse all employees the cost of their Commercial Drivers' License (CDL) after five (5) years of service.
9. Every year by November 1, the Director of Transportation will time every bus route. An average time will be determined for the pay annualization process.
10. When Bus Drivers or Monitors have their annualized working hours reduced to part time status as defined by Article VIII B. Other Provisions, Section 5, sub-section 1. above [additionally defined in Article I, Section G] due to loss of bus routes at no fault of the bus driver or monitor, the District will provide opportunities for additional bus routes or alternative assignments necessary to bring their hours to full time status.
 - a. In the event that additional bus runs or alternative assignments are not available and the Bus Driver or Bus Monitor assumes part time status, an eligible Bus Driver or Bus Monitor, as defined below, will be eligible for the following benefits:
 - i) Utilization of already accrued leave days as defined by Article VII, Section 1 (additional leave days will not be earned and accrued until annualized full time status is reached);
 - ii) Health and Dental Insurance as defined by Article VII, Section 3; and
 - iii) Paid holidays as defined by Article VII, Section 4.
 - b. The Superintendent of Schools will determine if the bus driver or bus monitor is eligible based upon the following criteria:
 - i) The employee has a minimum of two (2) consecutive years of service with the District, previously held an annualized full time employment status, and became part time due to a change in availability of hours worked in any capacity;
 - ii) The District anticipates demand for transportation services may return the employee to annualized full time status in the future; and
 - iii) The employee is enrolled in benefit plans prior to the change to part time status, and does not alter benefit plan selections.
 - c. Eligibility for benefits extends through August 31 immediately following the school year in which the employee's annualized status changes to part time. If an employee's part time status is not anticipated to change, the employee's receipt of

full time benefits would cease September 1 and the employee shall reimburse the District for the employee percentage of premiums for July and August. Payment arrangements will be made between the employee and the District for the July and August premiums.

- d. In the event that the bus driver or bus monitor is not returned to full time status, all accrued leave days earned will remain available for use by the employee.
- e. Should the employee refuse additional bus runs or alternative assignment(s) made available by the District to bring the employee's hour to full time status, eligibility for insurances and paid holidays will be terminated. Leave balances accrued prior to the change to part time status will be retained and available for the employee's use. No additional leave days will be accrued by the employee if they are in a part time status.

11. Bus Driver Requirements

- a. Bus drivers are to be present prior to leaving on assigned route so as to allow adequate time in order to perform pre-trip inspection and cleaning of bus.
- b. Each bus driver employed by the Board of Education shall receive the required hours of instruction on school bus safety practices. During the first year of employment he/she shall complete a course of instruction in school bus safety practices approved by the Department of Education, State of New York. All bus drivers shall receive refresher instruction in school bus safety at least two (2) times a year.

Section 6 Transportation Staff

1. Mechanics are twelve (12) month employees.
2. Mechanics will be paid overtime when asked to take a trip that goes beyond their normal workday.
3. Call back - any employees who are called back for emergency work shall be compensated a minimum of three (3) hours at the rate of time and one half of their regular hourly rates.
4. Mechanics will be reimbursed up to \$250 annually toward the purchase of work shoes. A receipted claim for reimbursement (which indicates the date, place, and cost) is necessary. Itemized receipts must be filed with the District by June 1st annually for expenses incurred in the current year.

Section 7 Aides

1. Aides who are employed five (5) or more hours per day on a regular basis during the school year are considered full time employees and are eligible for fringe benefits.
2. Full-time Study Hall Aides shall be granted a 15-minute break in the morning and in the afternoon in addition to a duty free lunch period.
3. Aides who are assigned to study hall supervision shall be given no more students than the number of desks in a designated classroom, and the number of students shall not exceed 30 regardless of the room assigned to the Aide for supervision.
4. There shall be an accessible working phone in any room designated for study hall.
5. When an eligible Teacher Aide (one who has been appointed as a non-certified substitute by the Board of Education) is required to assume full teaching responsibilities of any class, due to absence of the assigned teacher, they will be compensated at either the Board of Education approved pay rate for a non-certified substitute teacher pro-rated to the time actually spent providing full teaching responsibilities, or at a rate of one and one-half (1½) times the normal rate of pay for each hour worked, whichever is greater. To be eligible for the rate of pay set forth herein, the total time worked must be one hour or more in any given pay period. It shall be the obligation of the employee to request the increased rate of pay prior to the end of the pay period in which the work that is eligible for the increased rate of pay is rendered.

Section 8 *Teacher Assistants*


1. The School District shall notify each Teacher Assistant of their tentative job assignment by September 1st of each year. The District reserves the right to change the assignment if necessary.
2. Teacher Assistants who are employed five (5) or more hours per day on a regular basis during the school year are considered full-time employees and are eligible for fringe benefits.
3. Assistants who are assigned to study hall supervision shall be given no more students than the number of desks in a designated classroom, and the number of students shall not exceed 30 regardless of the room assigned to the assistant for supervision
4. When a Teacher Assistant is required to assume full teaching responsibilities of any class, due to the absence of the assigned teacher, they will be compensated at a rate of one and one half (1½) times their normal rate of pay for hours worked assuming full teaching responsibilities. They must work at least one hour per pay period in this capacity to receive the additional pay. It shall be the obligation of the employee to request the increased rate of pay prior to the end of the pay period in which the work that is eligible for the increased rate of pay is rendered.

Section 9 *Computer Services Staff*

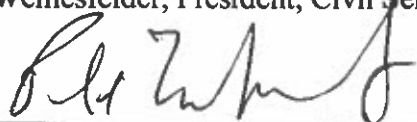
1. Computer Services Staff (Technical Support) shall be paid an annual stipend, in the amount of \$200, for use of their personal cell phone during the execution of their job responsibilities, such use being due to the nature of their job responsibilities.

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SIGNATURES


Dr. Ellen M. Lloyd, Superintendent, Marion Central School
8/28/23
Date


Kim Wemesfelder, President, Civil Service Employees Association
8/28/23
Date


Paul Markwitz, Labor Relations Specialist
8/28/23
Date

Appendix A
Summary of Benefits – Insurance Benefits for Retired Employees

ARTICLE VII, SECTION 3, SUB-SECTION D.
INSURANCE BENEFITS FOR RETIRED EMPLOYEES
SUMMARY OF PROVISIONS **

HIRE DATE PRIOR TO JULY 1, 2004 – MINIMUM 20 YEARS OF SERVICE – TIER 4

- **CHOOSE 1 OF 4 OPTIONS**
- HB-30 BASE PLAN AT 75%, THEN MEDICARE SUPPLEMENTAL AT 75%
- HB-30 BASE PLAN FOR 2P, FNS, FAM AT 75% PLUS 25% OF FINAL SALARY PLUS 50% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- HB-30 BASE PLAN FOR SINGLE AT 75% PLUS 50% OF FINAL SALARY PLUS 75% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- 75% OF FINAL SALARY PLUS 100% BUY OUT OF SICK DAYS 166-200, NO MEDICAL PRE OR POST MEDICARE AGE

HIRE DATE JULY 1, 2004 – JUNE 30, 2023 – MINIMUM 20 YEARS OF SERVICE – TIER 4

- **CHOOSE 1 OF 4 OPTIONS**
- HB-30 BASE PLAN AT 65%, THEN MEDICARE SUPPLEMENTAL AT 65%
- HB-30 BASE PLAN FOR 2P, FNS, FAM AT 65% PLUS 25% OF FINAL SALARY PLUS 50% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- HB-30 BASE PLAN FOR SINGLE AT 65% PLUS 50% OF FINAL SALARY PLUS 75% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- 75% OF FINAL SALARY PLUS 100% BUY OUT OF SICK DAYS 166-200, NO MEDICAL PRE OR POST MEDICARE AGE

HIRE DATE JULY 1, 2004 – JUNE 30, 2023 – MINIMUM 20 YEARS OF SERVICE – TIERS 5 OR 6

- **CHOOSE 1 OF 4 OPTIONS**
- HB-30 BASE PLAN AT 65%, THEN MEDICARE SUPPLEMENTAL AT 50%
- HB-30 BASE PLAN FOR 2P, FNS, FAM AT 65% PLUS 25% OF FINAL SALARY PLUS 50% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- HB-30 BASE PLAN FOR SINGLE AT 65% PLUS 50% OF FINAL SALARY PLUS 75% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- 75% OF FINAL SALARY PLUS 100% BUY OUT OF SICK DAYS 166-200, NO MEDICAL PRE OR POST MEDICARE AGE

HIRE DATE JULY 1, 2023 - MINIMUM 20 YEARS OF SERVICE

- CHOOSE 1 OF 3 OPTIONS
- O HB-30 BASE PLAN FOR 2P, FNS, FAM AT 65% PLUS 25% OF FINAL SALARY PLUS 50% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- O HB-30 BASE PLAN FOR SINGLE AT 65% PLUS 50% OF FINAL SALARY PLUS 75% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- O 75% OF FINAL SALARY PLUS 100% BUY OUT OF SICK DAYS 166-200, NO MEDICAL PRE OR POST MEDICARE AGE

HIRE DATE JULY 1, 2004 – JUNE 30, 2023 – MINIMUM 25 YEARS OF SERVICE – TIER 4

- CHOOSE 1 OF 4 OPTIONS
- O HB-30 BASE PLAN AT 75%, THEN MEDICARE SUPPLEMENTAL AT 75%
- O HB-30 BASE PLAN FOR 2P, FNS, FAM AT 75% PLUS 25% OF FINAL SALARY PLUS 50% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- O HB-30 BASE PLAN FOR SINGLE AT 75% PLUS 50% OF FINAL SALARY PLUS 75% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- O 75% OF FINAL SALARY PLUS 100% BUY OUT OF SICK DAYS 166-200, NO MEDICAL PRE OR POST MEDICARE AGE

HIRE DATE JULY 1, 2004 – JUNE 30, 2023 – MINIMUM 25 YEARS OF SERVICE – TIERS 5 OR 6

- CHOOSE 1 OF 4 OPTIONS
- O HB-30 BASE PLAN AT 75%, THEN MEDICARE SUPPLEMENTAL AT 50%
- O HB-30 BASE PLAN FOR 2P, FNS, FAM AT 75% PLUS 25% OF FINAL SALARY PLUS 50% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- O HB-30 BASE PLAN FOR SINGLE AT 75% PLUS 50% OF FINAL SALARY PLUS 75% BUY OUT OF SICK DAYS 166-200, NO MEDICARE SUPPLEMENTAL
- O 75% OF FINAL SALARY PLUS 100% BUY OUT OF SICK DAYS 166-200, NO MEDICAL PRE OR POST MEDICARE AGE

**** THIS SUMMARY IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT CHANGE, ALTER, OR MODIFY THE CONTRACTUAL LANGUAGE CONTAINED IN ARTICLE VII, SECTION 3, SUB-SECTION D.**