

MEMORANDUM OF AGREEMENT
BETWEEN THE
MARION CENTRAL SCHOOL DISTRICT
AND THE

Marion Teachers Association

For a successor Agreement to the
2016-2020 Collective Bargaining Agreement
- As Extended Through June 30, 2023 -

January 3, 2023

The following is a total package Tentative Agreement ("Agreement") for a successor agreement to the 2016-2020 collective bargaining agreement, as extended through June 30, 2023, between the Marion Central School District (the "District") and the Marion Teacher's Association, (the "Union," "Unit" or "Association"). The Parties' Agreement is a total package agreement for a new three (3) year contract from July 1, 2023 to June 30, 2026.

Any proposals or items not expressly included herein are considered withdrawn and this Agreement and the attached salary schedules represents the total agreement between the Parties. The Parties understand and agree that the enforceability of this Tentative Agreement is subject to legislative ratification by the Association and the Board of Education for the District, and that once ratified, shall be fully enforceable as the Parties new collective bargaining agreement. The Parties agree to the change the current collective bargaining agreement as follows:

1. **Table of Contents** – Revise to reflect appropriate page references.
2. **Article I – Recognition** (p. 3)

AMEND Section C. as follows:

"C. The District agrees to deduct from the salaries of employees, annual dues for the Marion Teachers Association, or the Wayne County Teachers Association, or any one or any combination of such associations as a teacher may elect **in writing**. Deductions shall be made under the following conditions:

1. The Association agrees to provide copies of any executed dues authorization cards or other authorization signed by unit members to the District's business office. The District shall have no obligation whatsoever to deduct dues from any employee unless the District has been provided a copy of a properly signed authorization. Once received, the District agrees to deduct from the salaries of bargaining unit members the amount of dues authorized by such member and in accordance with the terms of the signed authorization.

~~1.2.~~ Deductions shall be made in twenty-one (21) equal installments beginning with the first payroll in September. The Association shall certify to the Superintendent (or his/her designated agent) the amount of dues currently being levied by the named associations, and, at least two weeks in advance of the effective date for dues deductions to begin, shall provide the Business Office with a certified schedule and dues deductions authorizations of employees participating in the plan and the amount of dues to be deducted on behalf of each individual.

~~2.3.~~ Following each pay period in which deductions have been made, the Business Office shall transmit to the Marion Teachers Association a check for the dues withheld. A list of covered teachers shall be transmitted for the first three payroll periods, and any changes thereafter.

4. The District agrees to abide by the terms and conditions of revocation of a properly signed dues authorization card consistent with the terms and procedure outlined on the dues authorization card pursuant to the requirements of New York State Civil Service Law.

5. The right to such membership dues deduction shall remain in full force and effect until:

(i) an individual employee revokes membership in the employee organization in writing in accordance with the terms of the signed authorization; or

(ii) the individual employee is no longer employed by the public employer, provided that if such employee is, within a period of one year, employed by the same public employer in a position represented by the same employee organization, the right to such dues deduction shall be automatically reinstated.”

3. **Article II – Definitions (p. 4)**

AMEND the definition of “Teaching Year” as follows:

“Teaching Year” shall be defined as the period from the opening date of school in September through the closing date in June of the next year, as set forth in the school calendar. Notwithstanding the preceding definition, in years where Labor Day occurs before September 5th, the school year will commence in the last week of August, and the District may schedule a Superintendent’s Conference Day in the last week of August.

4. **Article IX – Teaching Hours, Seniority, Teaching Load (pp. 9-13)**

AMEND Section A. paragraph 6 (p. 10) to read as follows:

“The work year for members of the bargaining unit shall be at least 181, but no more than 185 work days.”

5. **Article IX – Teaching Hours, Seniority, Teaching Load (pp. 9-13)**

AMEND Section A. paragraph 9 (p. 11) to read as follows:

9. ~~In the event that the Superintendent decides to cancel school for students due only to low temperature/wind chill concerns, teachers will be expected to report to work. On such days, the workday for all teachers in the district will be from 8:30 AM to 3:00 PM. The Superintendent will provide clear notification via telephone calls and, wherever possible, through television and radio sources.~~

“9. In the event of a weather related Emergency Closing of the District, members of the bargaining unit will not be required to work unless such day of instruction shall be required for the District to achieve the minimum days of instruction required by the State of New York, in which event the District shall, in the sole discretion of the Superintendent of Schools, schedule a make-up day from remaining scheduled holidays. In the event of a non-weather related Emergency Closing of the District or of an individual building(s), members of the bargaining unit may be required to work, either in person, or via remote instruction, as required by the District in the sole discretion of the Superintendent of Schools.”

6. **Article IX – Teaching Hours, Seniority, Teaching Load (pp. 9-13)**

AMEND the Article by adding a new Section D, Coverage Compensation Procedure (p. 13) as follows:

D. Coverage Compensation Procedure.

- i. Unit members who agree to cover the class of an absent unit member will be remunerated at the rate of twenty (\$20.00) Dollars per class period of such coverage.
- ii. When coverage is needed the Building Principals' office shall solicit volunteers, and the final assignment to provide coverage will be allowed only with the Building Principal's approval. Only unit members that have a non-instructional period during the time needed may provide coverage.
- iii. Unit members who volunteer to provide such coverage shall not be entitled to any other compensation or consideration of any kind, nor shall this compensated surrender of a non-instructional period be the basis of a grievance or other claim under the CBA, or elsewhere.

7. **Article XII – Sick Leave, Emergency Personal Leave (pp. 15-16)**

AMEND Section A. Sick Leave, sub-section 3 as follows:

3. Extended Sick Leave - If a teacher's illness or disability extends more than five (5) days beyond the sick leave accumulated by that teacher, the teacher shall receive extended sick leave paid at the difference between the cost of the substitute's daily pay and the teacher's daily salary. ~~Regular sick leave and~~ Extended sick leave ~~together~~ shall not exceed ~~a total of 200~~ 180 days ~~for the same illness or disability~~ and need not be continuous. While on extended sick leave the teacher's allotment of annual sick leave shall not renew. When the teacher returns to work, he/she will receive the annual allotment of sick leave.

8. **Article XIV – Insurance and Other Benefits (pp. 18-19)**

AMEND Section A. as follows:

- A. 1. The School District will pay, according to the following schedule of percentages, the cost of a single, two-person, family (no spouse), or family contract (including qualified dependents as designated by such plans) for any active or retired teacher who elects to take advantage.
 - a. ~~The Blue Point 2 Plan (\$15.00 office visit) with vision and eyewear riders and, the \$0/30/50 prescription drug rider shall be the District's base plan for the 2016-17 school year.~~

Effective July 1, 2017, the Blue Point 2 Plan (\$20.00 office visit) with vision and eyewear riders and the \$0/30/50 prescription drug rider shall be the District's base plan.

- a. Effective July 1, 2023, Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider) will be the base plan.
 - b. The District's contribution to the premium cost of the base plan shall be as follows:
 1. Effective upon ratification, teachers hired before June 30, 2005 - 85% of premium for single, two-person, family (no spouse), or family plan.
 2. Teachers hired after June 30, 2005 - 80% of premium for single, two-person, family (no spouse), or family plan.
 - ~~b.c.~~ Teachers may apply the dollar value of the base plan premium to any other plan offered by the district and will be responsible for any additional personal cost incurred.
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. Additionally, new enrollees will receive a 100% contribution into an HSA of the in-network deductible (currently \$1500/\$3,000) when their coverage becomes effective, July 1. In January of 2024, new enrollees will receive a 50% 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).
 - b. The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.
 - c. For any Teacher hired mid-year during any school year, the District will contribute a pro-rated amount to that Teacher's HSA based upon the annual contribution indicated above for the applicable calendar year.
23. Full-time teachers may elect to accept a cash opt-out payment in the amount of \$2000 \$2,150 yearly 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 Medical Reimbursement Account. Part-time teachers will be prorated accordingly.~~

~~Effective July 1, 2019, the cash opt-out payment amount shall be \$2150 yearly.~~

9. **Article XV – Salaries and Related Matters (p. 21)**

MODIFY Section A. as follows:

A. Teacher Salary

1. The parties agree that **returning** teachers will receive ~~a 3.0% salary increase in 2016-17, a 3.25% salary increase in 2017-18, a 3.50% salary increase in 2018-19, and a 3.65% salary increase in 2019-20.~~ **the indicated percentage increase on their base salary from the previous school year as follows:**

2023 – 2024 School Year	4.00%
2024 – 2025 School Year	4.00%
2025 – 2026 School Year	4.00%

10. Article XV – Salaries and Related Matters (p. 22)

AMEND section C *Remuneration for Graduate Credits*, Sub-Section (4)(b) of this Article as follows:

- b. For courses taken after permanent/professional certification the tuition will be paid when the receipted bill is submitted to the Superintendent along with a transcript indicating that a grade of B, B+, A-, A or A+ has been earned for the approved course. If the course is ungraded a satisfactory or passing comment must be received. The teacher will agree to return for at least two (2) years after reimbursement. The total annual pool of funds available for this reimbursement option shall be the SUNY rate for ~~ten~~ **twenty** three-hour graduate courses. The funds will be evenly distributed by all employees who apply for Tuition Reimbursement. If the courses cannot be evenly distributed, any remaining courses will be given to the person whose request was first received by the District Office.

11. Article XVI – Extra Duty Pay Schedule (pp. 24-27)

AMEND Section A, Interscholastic Athletics, sub-section 3, Coaches Pay Schedule (p. 25) to read as follows:

2023-2026

GROUP	1-4 YEARS	5-8 YEARS	9 AND UP
I	\$5,700	\$6,700	\$7,700
II	\$4,500	\$5,500	\$6,500
III	\$3,900	\$4,900	\$5,900
IV	\$2,700	\$3,700	\$4,700
V	\$2,000	\$2,500	\$2,970

12. Article XVI – Extra Duty Pay Schedule (pp. 24-27)

AMEND Section A, Interscholastic Athletics, sub-section 6, Athletic Director - .5 Position (p. 25) to read as follows:

2023-2026

1-4 YEARS	5-8 YEARS	9 AND UP
\$7,500	\$8,700	\$9,900

13. **Article XVI – Extra Duty Pay Schedule (pp. 24-27)**

AMEND Section B, Extra-Curricular Clubs/Pay Scale (p. 26) to read as follows:

<u>Group</u>	<u>2023-2026</u>
I	\$ 600
II	\$1,200 1,300
III	\$1,600 1,700
IV	\$2,000 2,100
V	\$2,400 2,500

Group I	Group II	Group III	Group IV	Group V
Class Advisor, grades 7 – 12 *	Model UN	NHS Advisor	High School Student Council Advisor	High School Yearbook Advisor (2)
	Elementary School Student Council	Elementary School Yearbook Advisor		
	Ski Club (4) 2-High School, 2- Elementary School	Elementary School Intramurals		
		Mileage Club (2)		
		Foreign Language		
		H.S. FFA MES Farm Club		

* In the event two individuals are appointed Class Advisor for Grades 7 through 11 they shall split the listed stipend equally. In the event two individuals are appointed Class Advisor for Grade 12 they shall each receive the listed stipend. Appointments as Class Advisor made after the start of the instructional year shall be pro-rated from date of appointment to the end of the instructional year.

Advisors for Extra-Curricular Clubs that are unable to meet due to lack of membership or extended school closing will be paid a pro-rated stipend based on the length of the school year completed before the end of the club. Activities that can meet virtually during an extended closure will do so and those Advisors will continue to be paid for that time. Advisors who enter a contractual leave will be paid a pro-rated stipend based on the length of the year completed. Advisors who agree to finish a club for which the advisor has gone on a contractual leave will be paid the remaining stipend.

14. **Article XVI – Extra Duty Pay Schedule (pp. 24-27)**

AMEND Section C, Extra-Curricular Music Positions/Pay Scale (pp. 26-27) to read as follows:

<u>Group</u>	<u>2023-2026</u>
I	\$1,600
II	\$2,100
III	\$3,100
IV	\$4,100

GROUP I	GROUP II	GROUP III	GROUP IV
SHOW CHOIR MUSIC DIRECTOR	MUSICAL SET DESIGNER	ASSISTANT MUSICAL DIRECTOR	MARCHING BAND DIRECTOR
SHOW CHOIR DANCE INSTRUCTOR	AUDIO VISUAL DIRECTOR	COLOR GUARD DIRECTOR	MUSICAL DIRECTOR
JAZZ BAND DIRECTOR			

15. **Article XVI – Extra Duty Pay Schedule (pp. 24-27)**

AMEND Section D, Extra-Curricular Procedures, sub-section 4, Appointment Process (p. 27) to read as follows:

All Coaching and Extra-Curricular activity positions are one year appointments. Positions will be posted **exactly as listed in the contract** on a yearly basis for any MTA member or non-member to apply. MTA members will be given preference over non-members pending they meet qualifications necessary to perform the duties required for the position. **If any position listed in the contract is to be altered or not posted for any reason the MTA will be notified by a district administrator prior to the posting with rationale for the change.**

16. **Article XVI – Extra Duty Pay Schedule (pp. 24-27)**

AMEND the Article by adding a new Section E, Chaperones (p. 27) to read as follows:

E. Chaperones.

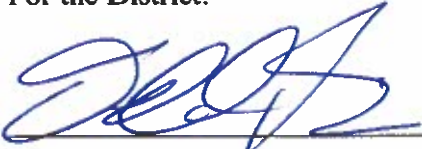
- i. Chaperones on field trips during the school day that extend into the evening or morning hours, resulting in a workday of less than 12 hours will be paid the event supervision rate.
- ii. Chaperones on field trips during the school day that exceeds 12 hours or more or turns into an overnight will be paid \$100.
- iii. Trips including a weekend day, shall be paid twice the event supervision rate for the weekend days and the regular supervision rate for the weekdays.
- iv. If the travel is for activities for which an advisor is paid to supervise a club, the travel shall not be eligible for a stipend.
- v. MTA members who chaperone a field trip outside the US will not receive supervision pay, but will be allowed to attend the trip without taking any leave time.

17. **Article XIX – Duration (p. 28)**

AMEND this Article as follows:

The provisions of this Agreement pertaining to hours, wages, terms and conditions of employment have been negotiated between the parties hereto in accordance with the negotiating procedures set forth herein, shall be effective as of July 1, ~~2016~~ 2023, and shall remain in force until June 30, ~~2020~~ 2026.

For the District:



Donald Bavis, Interim Superintendent of Schools

For the Association:



Michael Herlan, MTA President

Date:

1/3/2023

Date:

1/4/23