

Memorandum of Agreement
Between The
MARION CENTRAL SCHOOL DISTRICT
AND THE
MARION SCHOOL UNIT 9104, WAYNE COUNTY LOCAL 859
CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO

FOR A SUCCESSOR AGREEMENT TO THE
2021-2023 collective bargaining agreement

July 6, 2023

The following represents that which has been agreed to by and between the parties for a successor agreement to the 2021-2023 Collective Bargaining Agreement ("CBA"). This Memorandum of Agreement is subject to ratification by the Marion Central School District Board of Education and the Marion School Unit 9104, Wayne County Local 859, CSEA, Inc., Local 1000, AFSCME, AFL-CIO, Membership. Items not mentioned, with the exception of any provisions requiring modification due to "housekeeping" or other non-substantive adjustments the parties deem appropriate, shall remain unchanged in the 2023-2027 CBA and shall continue in full force and effect.

Therefore, the parties agree to modify the CBA as follows:

Table of Contents to be revised.

1. Article II - Recognition, pg. 2

Section A will be **amended** to read as follows:

- 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 ~~Educational Services~~ **Student Support Services**, Administrative Assistant to the Superintendent, ~~Superintendent's Secretary~~, **Data Coordinator**, and Administrative Assistant to Director of Finance & Operations. The recognition shall extend until 120 days before budget submission date in ~~2023~~ **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.

2. Article III - Terms and Duration of Agreement: (p. 4)

Section 1 will be **amended** to read as follows:

This agreement shall become effective on July 1, ~~2021~~ **2023** and continues in force until June 30, ~~2024~~ **2027**.

3. Article V – Grievance Procedures: (p. 4)

Section A 4 will be **amended** to read as follows:

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, ~~School Nurse~~, Teacher Aides, Teacher Assistants

Director of Finance and Operations - Business Office Staff

Director of ~~Educational Services~~ **Student Support Services** - CSE/CPSE Office Staff

Director of Technology - Computer Services Staff.

Assistant Superintendent – School Nurse

4. Article VI – Rules and Regulations Governing Working Conditions: (pp.9-13)

Section 1, *Definition*, (p. 9) will be **amended** as follows:

"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. ~~For teacher aides hired to work primarily or exclusively as one-to-one aides for classified special education students, seniority shall be limited to the student specific position for which they are hired. For teacher aides hired in positions funded by grants that are time limited, seniority shall be limited to the grant specific position for which they are hired.~~

5. Article VI – Rules and Regulations Governing Working Conditions: (pp.9-13)

Section 6, *Temporary Work Assignments* (pg. 11) will be **amended** to read as follows:

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. ~~In no event will the increased hourly rate of pay paid to an employee on a temporary work assignment exceed the pay rate of the employee who is regularly in the position which is being temporarily filled.~~ 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.

6. Article VII – Fringe Benefits: (pp.13-24)

Section 1, *Employee Absence From Work*, sub-section A, *Sick Leave*, (p. 13) will be **amended** to read as follows:

All non-instructional personnel employed on a regular full-time basis will be granted **15 sick days per year**. ~~sick leave according to the following schedule:~~

~~10-month employees—11 days per year
11-month employees—12 days per year
12-month employees—13 days per year~~

7. Article VII – Fringe Benefits: (pp.13-24)

Section 1, *Employee Absence From Work*, subsection B. *Extended Sick Leave*, (p. 13) will be **amended** to read as follows:

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 salary **pay** and their own daily salary **pay** ~~when the illness extends beyond five (5) consecutive days~~ 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. ~~The total number of fully paid sick leave days and~~ Extended sick leave days shall not exceed **a total of one hundred ninety-eighty (190/180) days for any illness or disability for which they are used 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.

8. Article VII – Fringe Benefits: (pp.13-24)

Section 1, *Employee Absence From Work*, subsection J. *Personal Leave*, (p. 15) will be **deleted and replaced** as follows:

~~All non-instructional personnel employed on a regular full-time basis may request up to three (3) days personal leave each year, which shall be in excess of sick leave. Unused personal leave will be added to accumulated sick leave every year.~~

~~Guidelines for Personal Leave Requests are as follows:~~

- ~~1. Each eligible non-instructional employee may request three (3) days per year with full pay, for the purpose of transacting or attending to personal, legal, personal business or family matters which require absence during school hours. Such leave shall be available for reasons of hardship or pressing need that cannot be satisfactorily dealt with at a time other than normal hours of employment.~~
- ~~2. Except in emergencies, the member shall give notice in writing, on a form provided by the School District, to their supervisor of his/her intention to take such leave at least five (5) days prior to the effective date.~~
- ~~3. Extended vacation, recreation, vocational interests, accompanying a spouse for vacation travel or conferences, business other than personal, etc. shall not be considered pressing need or reason for hardship.~~

~~4. Leave involving any outside responsibility for which the individual receives remuneration shall not be considered pressing need or reason for hardship.~~

~~5. Seniority shall be the determining factor in the assignment of personal days.~~

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.

9. Article VII – Fringe Benefits: (pp.13-24)

Section 2, *Retirement* (p.16) will be **amended** by adding a new subsection D. as follows:

Section 2 Retirement:

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.

10. Article VII – Fringe Benefits: (pp.13-24)

Section 3, *Insurance and Related Benefits*, subsection B. *Hospitalization*, (pp. 16-18) will be **amended** to read as follows:

B. Hospitalization

~~1. The following guidelines will be in effect for Blue Point 2 and Healthy Blue Insurance options:~~

~~a. For employees who commenced service before July 1, 2021, Blue Point 2 (\$20 co-pay with a \$0/\$30/\$50 Drug Rider) will be the base plan.~~

~~b. 1. For employees who commenced service on or after July 1, 2021, 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.**

~~e. 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%.

~~d.~~ For employees who commenced service on July 1, 2004, through January 31, 2013, the District will pay 85% of the premium of the base plan for single coverage and the employee will pay the remaining 15%; and the District will pay 80% of the appropriate premium of a Family, Family-No Spouse, or two (2) person base plan and the employee will pay the remaining 20%.

~~e. b.~~ For employees who commenced service on ~~February 1, 2013~~ **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%.

~~f. 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 ~~The following guidelines will be in effect for the Signature HDHP Insurance option:~~

~~a.~~ For employees who commenced service on or after July 1, 2021, the District will pay 100% of the premium unless the combined cost to the District of the premium and the HSA contribution set forth below exceeds the District's 80% contribution to the HB 30 base plan, in which event the employee will pay the full amount of the excess.

~~b.~~ For employees who commenced service prior to July 1, 2021, the District will pay 95% of the premiums of such plan.

~~c.~~ New enrollees will receive a 100% contribution into an HSA of the in-network deductible (\$1,500/\$3,000) when their coverage becomes effective July 1. Thereafter, on the subsequent January 1st, and each subsequent January 1st 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 (\$1,500/\$3,000).

~~d.~~ For Members who entered the plan prior to July 1, 2021, the District will contribute an additional 25% of the plan's in-network deductible into an HSA account, in recognition of the change in coverage of the premium cost of the plan. This one-time additional contribution will be made on July 1, 2021.

~~e.~~ The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.

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.

11. Article VII – Fringe Benefits: (pp.13-24)

Section 3, *Insurance and Related Benefits*, subsection D. *Insurance Benefits for Retired Employees*, (pp. 18-20) will be **amended** to read as follows:

D. Insurance Benefits for Retired Employees

~~1. The minimum number of years of service in the Marion School District required to be eligible for medical and dental insurance benefits in retirement will be twenty (20) years for CSEA represented employees who commenced service prior to July 1, 2004.~~

~~2. The minimum number of years of service in the Marion School District required to be eligible for medical and dental insurance benefits in retirement will be twenty five (25) years for CSEA represented employees who commenced service after July 1, 2004.~~

~~1. 3.~~ Employees who commenced service prior to July 1, 2004, **have twenty (20) years of service in the Marion School District, and meet the eligibility requirements listed in Section D1 and are not Medicare eligible will receive the Excellus Blue Point 2 \$20 co-pay with \$0/\$30/\$50 drug rider 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 ~~Blue Point 2 \$20 co-pay with \$0/\$30/\$50 drug rider~~ **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. 4. Employees who commenced service between July 1, 2004, and June 30, 2019 2023, inclusive, have twenty-five (25) years of service in the Marion School District, ~~meet the eligibility requirements listed in section D2 and are not Medicare eligible will receive the Excellus Blue Point 2 \$20 co-pay with \$0/\$30/\$50 drug rider~~ Excellus Healthy Blue \$30 co-pay with a \$5/\$35/\$70 drug rider. The District shall pay 75% of the cost of a single, ~~medical and dental plan or 80% of a 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 ~~Blue Point 2 \$20 co-pay with \$0/\$30/\$50 drug rider~~ 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. Employees who commenced service on or after July 1, 2019, meet the eligibility requirements listed in section D2, and not Medicare eligible age will receive the Excellus Healthy Blue 30 (\$30 copay with a \$5/\$35/\$70 drug rider). The District shall pay 75% of the premium cost of all levels of this 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 Healthy Blue 30 (\$30 copay with a \$5/\$35/\$70 drug rider).~~

5. 6. Retiring Employees who commenced service before July 1, 2019 **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. following plans: the Excellus Medicare Blue Choice HMO or the Excellus Medicare Blue Choice PPO. All of these plans will have the \$5/\$20/\$35 drug rider (non-donut hole).** The District shall pay **75% 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. 7-~~ Retiring Employees who commenced service on or after July 1, ~~2019~~ 2023, becoming eligible for Medicare, ~~shall not be eligible to participate in any Medicare supplement health plans offered by the District.~~ (including eligible spouses) shall enroll in one of the following plans: the ~~Excelsus Medicare Blue Choice HMO or the Excelsus Medicare Blue Choice PPO.~~ All of these

~~plans will have the \$5/\$20/\$35 drug rider (non-donut hole). The District shall pay 70% of the premium cost of the medical and dental plan chosen by the retiree with the retiree paying the remainder.~~

~~7. 8-~~ 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. 9-~~ 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. 10-~~ 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. 11-~~ 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.

~~12. — All unused sick leave between 165 days and 200 days shall be used toward the payment of health insurance premiums upon retirement.~~

~~13. — Teacher Assistants may choose to apply 25% of accumulated sick leave toward health insurance premiums upon retirement.~~

12. Article VII – Fringe Benefits: (pp.13-24)

Section 4, *Holidays and Vacations*, subsection A. 1, *Holidays* (p.21) will, in pertinent part, be **amended** as follows:

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.**

13. Article VII – Fringe Benefits: (pp.13-24)

Section 4, *Holidays and Vacations*, subsection A. 2, *Holidays* (p.21) will, in pertinent part, be **amended** as follows:

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.**

14. Article VII – Fringe Benefits: (pp.13-24)

Section 4, *Holidays and Vacations*, sub-section B 2, *Vacations* (p. 21) will be **amended** to read as follows:

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, **the sixth (6) through the fifteenth (15) year of work. 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 work. 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.**

15. Article VII – Fringe Benefits: (pp.13-24)

Section 6, *Miscellaneous Provisions*, sub-section D, *Employee Job Related Expenses* (pp. 22-23) will be **amended** to read as follows:

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)

16. Article VII – Fringe Benefits: (pp.13-24)

Section 6, *Miscellaneous Provisions*, sub-section G, *Inclement Weather*, paragraph 4 and paragraph 5, *Non-required employees* (p. 23) will be **amended** to read as follows:

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 pay for the remainder of the day for the ~~one~~ **two** paid inclement weather closings.
5. Non-required employees:
 - a. Receive ~~one~~ **two** paid inclement weather closing 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 ~~one~~ **two** paid closing 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.

17. Article VIII – Salary Statements: (pp.24-31)

Section A., *Wages* (pp.24-26) will be **amended** to read as follows:

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	Minimum 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	\$42,000

** 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%.

18. Article VIII – Salary Statements: (pp.24-31)

Section B, *Other Provisions*, Section 3. *Registered Nurse (School Nurse/School Nurse Practitioner)*, (p. 26) will be **amended** by adding a new paragraphs 3 and 4 as follows:

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.

19. Article VIII – Salary Statements: (pp.24-31)

Section B, *Other Provisions*, Section 4. *School Lunch Staff*, paragraph 3, (p. 27) will be **amended** as follows:

3. School lunch staff will be reimbursed up to ~~\$100~~ **\$150** annually toward ~~a uniform purchase~~ **the purchase of work clothes and shoes**. A receipted claim for reimbursement (which indicates the date, place, ~~function of item~~, and cost) is necessary. Itemized receipts must be filed with the District by June 1st annually for expenses incurred in the current year.

20. Article VIII – Salary Statements: (pp.24-31)

Section B, *Other Provisions*, Section 5. *Transportation Staff – Bus Drivers*, paragraphs 5, 6c, and 9, (pp. 27-28) will be **amended** as follows:

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 ~~\$26.00~~ **\$28.00** per hour.

6. Extra Trips:

- c. The extra trip rate is ~~\$26.00~~ **\$28.00** per hour.

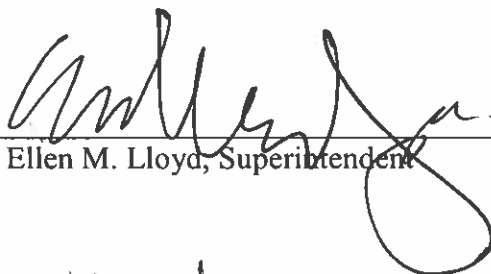
9. Every year by ~~October 1~~ **November 1**, the Director of Transportation will time every bus route. An average time will be determined for the annualization pay process.

21. Article VIII – Salary Statements: (pp.24-31)

Section B, *Other Provisions*, Section 7. *Aides*, (pp. 30) will be **amended by deleting** paragraph 6 to harmonize this Section's language with item "4" above:

6. ~~When a Teacher Aide who is hired to work primarily and/or exclusively as a student specific aide for classified special education students, whose position is eliminated due to a change in need that is directly related to the student specific assignment, that aide will be given the first opportunity to interview for any new aide position that may become available. The final decision of whether to offer that aide the position interviewed for remains the sole discretion of the Superintendent. This first opportunity to interview is for a period of twelve (12) months after the aide position is eliminated unless the aide is offered a new position and declines same, upon which case the opportunity ends upon that declination.~~

Dated: 7/14/23



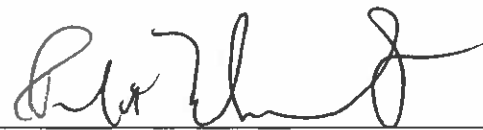
Dr. Ellen M. Lloyd, Superintendent

Dated: 7/20/23



Kim Wemesfelder, CSEA President

Dated: 7/20/23



Paul Markwitz, CSEA Labor Relations Specialist

