



MEMORANDUM OF AGREEMENT

Between
Erie County Technical School Operating Committee (ECTS-JOC)
and
Erie County Technical School Federation of Teachers Classified Personnel Unit (AFT-CPU)

Contract Language changes in Article I – Section 8 (Seasonal Employees) and Article V – Section 4 (Vacation).

This Memorandum of Agreement (MOA) is designed to revise the language of the Master Contract (July 1, 2023-June 30, 2027) regarding Vacation Time and Seasonal Employees at Erie County Technical School in the Classified Unit.

- Both parties agree that the language in Article I, Section 8 – Seasonal Employees, and Article V, Section 4 – Vacation, will be revised to the language below retroactive to July 1, 2025 and moving forward. The original language will no longer be in effect for the 2025-2026 school year and beyond.
- Both parties agree to communicate regularly and share responsibilities to ensure that this MOA is followed.
- Both parties understand that all federal, state, and local laws applying to hiring of positions will be followed.

The Master Contract will be revised as follows:

- **Article I – Section 8 – Seasonal Employees and Students on Work-Based Learning Experiences**
Seasonal employees may be employed from May 1 through September 30 if the employment of said workers does not cause any member of the current collective bargaining unit the loss of compensation, a reduction in hours, or otherwise deprive them benefits. ~~Students enrolled with Erie County Technical School programs may be employed any time during the year if the employment of said workers does not cause any member of the current collective bargaining unit the loss of compensation, a reduction in hours, or otherwise deprive them benefits.~~ These seasonal employees ~~and students in work-based learning experiences~~ are non-bargaining unit employees, ~~and~~ have no seniority rights, and are not covered by the provisions of the contract. They are not outside contractors. ~~Members of the collective bargaining unit are expected to mentor the students in work-based learning experiences, working alongside them, sharing their knowledge and expertise, while overseeing the student's quality of work.~~
- **Article V Section 4 – Vacation**
Employees scheduled to work 260 days per year shall ~~earn vacation days as per the following schedule:~~
 - ~~Less than 7 months .8 day per month~~
 - ~~7 months through 3 years 10 working days per year~~
 - ~~4 years 11 working days per year~~
 - ~~5 years 12 working days per year~~
 - ~~6 years 13 working days per year~~

~~7 years-14 working days per year~~
~~8 through 15 years-15 working days per year~~
~~16 years-16 working days per year~~
~~17 years-17 working days per year~~
~~18 years-18 working days per year~~
~~19 years-19 working days per year~~
~~20 and above-20 working days per year~~

have ten (10) vacation days to use per school year. Employees will receive extra days for longevity with the organization according to the schedule below. If the employee does not work the full 260 days of the year by starting after July 1 or leaving employment before June 30, the vacation days will be prorated by the actual time worked for that year rounding to the nearest half day. If the employee leaves employment before June 30 and has used more vacation than the proration allows for that year, a reconciliation will occur with prior days used reverting to unpaid. If the employee does not work the full 260 days of the year by taking unpaid days (approved or not), the vacation days will be prorated and a reconciliation will occur with prior days used reverting to unpaid if the employee has used more vacation than the proration allows for that year. The hours in a day of vacation vary according to the length of employee's daily regularly scheduled shifts.

Vacation will be approved by the employee's supervisor at least three (3) workdays in advance. ~~Earned~~ Vacation shall be credited to the employee on ~~June 30~~ July 1 of every year for use on or after July 1~~st~~. ~~It can only be used by the employee after it has been credited.~~ Vacation days shall not be cumulative. In the event that a ~~full-time~~ 260-day employee, currently earning vacation, uses five (5) or less personal/sick days in a contractual year they will be credited with an additional two (2) vacation days for the following year. These will be credited to the employee on July 1~~st~~ of the new year for use on or after July 1~~st~~, ~~these days will not be prorated in any reconciliation.~~

For longevity with the organization, on July 1 each year, the employee will be awarded extra vacation days above the original ten (10) days according to the schedule below. In order to be eligible for these additional days, the employee must complete the full year. To be credited for a full year of service, the employee must have at least 95.0% of the days in the work year in paid status.

Longevity schedule - After reaching:

- Three (3.0) years add 1.0 day to the original 10
- Four (4.0) years add 2.0 days to the original 10
- Five (5.0) years add 3.0 days to the original 10
- Six (6.0) years add 4.0 days to the original 10
- Seven (7.0) years add 5.0 days to the original 10

- Ten (10.0) years add 6.0 days to the original 10
- Eleven (11.0) years add 7.0 days to the original 10
- Twelve (12) years add 8.0 days to the original 10

- Fourteen (14.0) years add 9.0 days to the original 10
- Fifteen (15.0) years add 10.0 days to the original 10

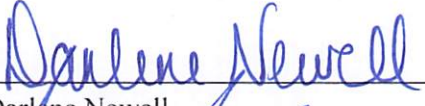
This agreement will be reviewed and approved by representatives of both parties:

➤ **Erie County Technical School Operating Committee (ECTS-JOC)**

ECTS-JOC Chair: _____ Date: _____
Sam Ring

ECTS-JOC Director: _____ Date: _____
Matthew LaVerde

➤ **Erie County Technical School Federation of Teachers Classified Personnel Unit (AFT-CPU)**

AFT-CPU President:  Date: 10/20/2025
Darlene Newell

AFT-CPU Vice President:  Date: 10/20/2025
Andrew Fair

Timestamp	Email Address	Name	Do you approve of this MOU?
10/2/2025 14:14:26	davonaleecarroll@gmail	Davonalee Carroll	Yes
10/2/2025 14:19:26	jasonpklines@yahoo.com	Jason Klins	Yes
10/2/2025 14:30:40	kschoullis@gmail.com	Kelly Schoullis	Yes
10/2/2025 18:39:41	Patrickmyers1986@gmail	Patrick Myers	Yes
10/2/2025 18:58:47	msargent@ects.org	Mariea Sargent	Yes
10/3/2025 5:11:03	dknystylist@yahoo.com	Darlene Newell	Yes
10/3/2025 19:36:36	nlarson@ects.org	Nicky Larson	Yes
10/4/2025 20:08:48	alaina.marie8@gmail.co	Alaina Litz	Yes
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10/13/2025 11:17:13	adelmoral@ects.org	Alejandro Del Moral	Yes
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Timestamp	Email Address	Name	Do you approve of this MOU?
10/14/2025 8:34:54	cimhoff@ects.org	Chloe Imhoff	Yes
10/14/2025 9:00:25	loreiweism@aol.com	Kris weismiller	Yes
10/14/2025 10:13:58	aplummer@ects.org	Angela Plummer	Yes
10/14/2025 14:00:18	jschneid@ects.org	Joel Schneid	Yes
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10/16/2025 17:15:03	jberdis@ects.org	Jordan Berdis	Yes
10/17/2025 9:01:25	brober09@gmail.com	Belinda Dentler	Yes