

COLLECTIVE BARGAINING AGREEMENT

By and Between

**FAYETTEVILLE - MANLIUS
SCHOOL DISTRICT**

and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
JULY 1, 2022 - JUNE 30, 2025**

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AGREEMENT

This Agreement is made by and between the Fayetteville-Manlius School District, hereinafter termed the "DISTRICT", United Public Service Employees Union, hereinafter termed the "UNION" and representing the Fayetteville Manlius Transportation Personnel, wherein it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

The District hereby agrees that the Union is the exclusive bargaining agent for all Bus Driver (Regular, Substitute), Bus Attendant (Regular, Substitute), Laborer and Dispatcher Employees of the District (Employees).

ARTICLE 2 UNION SECURITY

Dues Deductions: The District will deduct from the Employees' pay, dues as designated by the Union for membership in the Union on the basis of individually signed voluntary deduction authorizations cards in the form agreed to by the District and the Union.

ARTICLE 3 DEFINITIONS

Non-instructional Employee classifications are governed and defined by Onondaga County Department of Personnel per Civil Service Law.

- A. Full-time Employees shall be any Employee regularly employed forty (40) hours per week based on eight (8) hours daily, five (5) days per week and unless otherwise set forth herein shall include the following job classifications:

School Bus Dispatcher

1. Full-time Employees who do not have a regular bus run will be assigned by the Transportation Supervisor to drive regular runs, activity and other daily runs when no Regular or Substitute Driver is available.
 2. Full-time Employees on a seniority basis, drive extra runs when no Regular Driver or Substitute Driver is available.
- B. Part-time Employees will be Employees employed at an hourly rate to be available on a regular basis for four (4) hours a day for the number of days in the current school calendar.

C. Regular Bus Driver/Bus Attendant

1. Regular Bus Driver

- a) Any driver who is assigned to one (1) bus.
- b) Any driver who has a regularly assigned a.m. and p.m. run.
- c) Any driver employed for ten (10) months or more.

2. Bus Attendant

- a) One whose position is to ride a bus for the purpose of maintaining order, loading and unloading buses, assisting pupils and drivers as needed. On non-regular runs the District may use non-Union adult supervision trained to assist students with special needs, including wheelchair loading and tie down.
- b) In addition to regularly scheduled hours, bus attendants may be required to serve temporarily on an emergency basis in other driving duty areas at the discretion of the Transportation Supervisor.

D. Substitute Driver shall be Employees not employed on a regular basis for four (4) hours a day for the number of days in a current school calendar.

1. Substitute Bus Driver

- a) Substitute Bus Driver - One who cannot or does not meet the commitment of a regular bus driver and can be placed on a daily basis or a call basis at the discretion of the Transportation Supervisor and/or the Business Manager in accordance with specific needs of the Transportation Department.
 - i) A school bus driver who cannot or does not work regularly (morning and afternoon) five (5) days a week.
 - ii) A driver who drives when a regular driver is absent or when a regular run is open for lack of a regular driver.
 - iii) A driver who can work regularly five (5) days a week when there are no open bus runs. Such a driver may be assigned a regular run when one becomes available, according to seniority.
- b) A Substitute Driver who has completed his/her probationary period, and qualifies will be temporarily appointed by seniority whenever a Regular Bus Driver is not going to be working for a period of one (1) year for whatever reason, i.e. leave of absence, injury, prolonged illness, etc. A Substitute Driver will be compensated in terms of pay, benefits and the opportunity for additional bus runs the same as a Regular Bus Driver is compensated. Such compensation will continue

until the Regular Driver returns, at which time the Substitute Driver will then return to his/her previous status unless the opportunity to become a Regular Driver arises.

- c) After three (3) months continuous driving of one Regular Driver's run a Substitute Driver will be eligible for additional bus runs, the same as a Regular Driver. Such compensation will continue until the Regular Driver returns, at which time the Substitute Driver will return to his/her previous status.
- d) During the first twenty-six (26) weeks of employment a new Employee shall be eligible for regular runs only. Eligibility for all runs for the second half of the first year of employment will be determined at the time of the twenty-six (26) week evaluation.

2. Laborer - shall be an Employee employed to serve on an as needed basis.

E. Probationary Period

- 1. The probationary period shall be fifty-two (52) weeks.
- 2. An Employee shall receive an evaluation mid-way through the probationary period.
- 3. Representation by officials of the Union shall be available to Employees during the probationary period.
- 4. Each new Employee covered by this Agreement who is hired by the District and on probation may be discharged and such discharge shall not be subject to grievance.

ARTICLE 4 RULES AND REGULATIONS

- A. Rules and Regulations: The parties agree that reasonable Rules and Regulations made by the District, including the qualifications for employment, driver's tests, driver's safety awards, checking, cleaning and inspection of vehicles, disciplinary measures and other pertinent matters relating to the operations and maintenance of vehicles operated by Employees, shall be observed and respected by all Employees. A copy of these Rules and Regulations shall be made available by the District to all Transportation Department Employees.
- B. Management Rights: The Board has responsibility for the operation and management of buildings and school programs, including, but not limited to, number of Employees, assignment of students, purchase, assignment and distribution of supplies, materials, and equipment to be used in the schools and training and supervision of unit members. The Board also has the right to direct unit members, to hire, promote, demote, transfer, discipline, discharge, assign routes or reassign routes and in the exercise of reasonable judgment, determine unit members qualifications, to establish work rules and regulations, provided none of these functions of the Board shall be exercised so as to abrogate or nullify any specific provision of this Agreement or the laws of the State of New York.

C. Discipline and Discharge Procedures:

1. Unit members who meet one (1) of the criteria below and have satisfactorily completed their probationary period shall have the option of using this Discipline and Discharge Procedure as an explicit waiver of the procedures contained in Section 75 of the Civil Service Law for matters of discipline and discharge.

Criteria:

- a) a unit member who has completed two (2) years of service as a substitute driver, or
 - b) a substitute driver who has been a regular driver and completed one (1) year of service, and
 - c) all other regular Employees with the District who have one (1) year of service with the District.
2. A unit member who does not meet the above criteria may be disciplined or discharged in the sole discretion of the District.
 3. An eligible unit member charged with discipline, discharge or suspended without pay, shall have ten (10) working days from the receipt of the official notice of the charges to choose to use the Discipline and Discharge Procedure. Failure to notify the District, in writing, of such election shall constitute a waiver of his/her rights to select the Discipline and Discharge Procedure as his/her option.
 4. An eligible unit member choosing the Discipline and Discharge Procedure will waive all levels of the Collective Bargaining Agreement's Grievance Procedure and will file directly with the Superintendent or his/her designated representative, within five (5) working days after his/her election of the Discipline and Discharge Procedure as the selected option if he/she wishes to contest the disciplinary notice. If the Superintendent and/or his/her designated representative are unable to resolve the matters set forth in the disciplinary notice with the unit member, the Superintendent or his/her authorized designee will notify the unit member and the Union in writing within ten (10) working days.
 5. If the Union decides to appeal the matter to arbitration, the Union must file a written demand for arbitration with the Public Employment Relations Board (PERB), with a copy to the Superintendent or his/her authorized designee, within ten (10) working days from the date the Union is notified in writing by the Superintendent or his/her designated representative that the matter was not resolved. If the Union does not notify PERB in the frame set forth above, then the matter will be considered resolved and the penalty applied as set forth in the official notice of the charges.
 6. The arbitration proceeding shall be conducted under the rules of the PERB.

7. The Arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of the Collective Bargaining Agreement between the parties. Instead, he/she shall be limited to determining whether just cause exists on the matter charged. If the Arbitrator finds that the District had just cause, then the District's recommended penalty shall be implemented without variation by the Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. Fees and expenses of the Arbitrator shall be borne equally by the parties.
8. This procedure shall apply only for alleged Employee misconduct occurring on or after the Board ratifies this Discipline and Discharge Procedure.

D. Subcontracting:

1. For the duration of this Agreement (July 1, 2022 - June 30, 2025), the District will not subcontract work that is performed by Employees covered under this *Agreement*. However, the District retains the right to contract for certain services, as its past practice has been on an as needed basis and agrees that such action will not result in the reduction of hours or Employees being laid off. This provision, Article 4(D)(1), shall specifically sunset on June 30, 2025. Upon sunset Article 4 (D)(2) shall apply.
2. As of July 1, 2025: In the event the District decides to contract with a private or public sector contractor for any service currently offered by the District, the District will notify the Union six (6) months prior to such decision and will, at that time, negotiate the impact of its Decision to contract with a private or public sector contractor for any service currently offered by the District.

E. Mandatory Meetings: Members must attend orientation, awareness, in-service, or training meetings in accordance with local, state or federal requirements as to Employees or student health, safety, or welfare. These meetings may be held outside of the normal workday with pay.

F. Disciplinary Procedure For Unit Members Who Are Absent From Work After Exhaustion of Sick Leave.

- (1) The disciplinary procedure set forth in Article 4, Section F shall apply only to those unit members who are entitled to the disciplinary rights and protections afforded under either Article 4, Section C of the Collective Bargaining Agreement or Civil Service Law Section 75.
- (2) Unit members who are otherwise entitled to FMLA benefits and who are absent from work due to illness after all accrued paid sick leave has been exhausted may, at the District's sole discretion, be subject to the following progressive disciplinary procedures:
 - (a) A first absence from work without a valid note from the unit member's physician excusing such absence may result in the issuance of a counseling memorandum to the unit member.

- (b) A second absence from work without a valid note from the unit member's physician excusing such absence may result in the issuance of a written warning to the unit member.
 - (c) A third absence from work without a valid note from the unit member's physician excusing such absence may result in the unit member's suspension without pay for a period of up to two (2) days.
 - (d) A fourth absence from work without a valid note from the unit member's physician excusing such absence may result in the termination of the unit member's employment.
- (3) The parties further understand and agree that this provision constitutes an explicit waiver from any and all protections unit members may have under Section 75 of the NYS Civil Service Law and/or Article 4, Section C of the Collective Bargaining Agreement.
 - (4) The parties further understand and agree that any disciplinary sanctions imposed under Article 4, Section F of the Collective Bargaining Agreement are not subject to the grievance procedure set forth in Article 18 of the Collective Bargaining Agreement.

ARTICLE 5 COMPENSATION

A. Wages:

Increase wages for all titles as follows:

Effective July 1, 2022 - five percent (5%) increase
Effective July 1, 2023 - three percent (3%) increase
Effective July 1, 2024 - three percent (3%) increase

B. Overtime: Time and one half (1 ½) (overtime) on the regular rate of pay shall be paid for all hours worked:

- 1. In excess of forty (40) in any work week, or
- 2. Time and one half (1 ½) (overtime) shall be paid for all hours worked on Sundays and Holidays.
- 3. Holiday pay and time and one half (1 ½) (overtime) shall be paid for all hours worked on:
 - a) Holidays set forth in Article 7 (A) hereof, provided that the Employee is eligible for holiday falls the Employee has been credited with working regular scheduled hours.
 - b) If an Employee is scheduled to work on a holiday he/she will be guaranteed two (2) hours of work.

4. For purposes of subparagraphs 1 and 2 herein an Employee shall **not** be credited with the number of hours for which he/she receives holiday pay as hours worked during the week in which the holiday falls.

5. It is expressly understood that no overtime on overtime shall be paid.

C. Paid Release Time

Union elected representatives will receive paid release time at their regular rate of pay for attending negotiation sessions with the District, and will receive up to three (3) unpaid Union training days, if coverage is available.

D. Testing Days

Drivers and Attendants will be paid their regular rate of pay for testing on testing days.

ARTICLE 6 BUS RUNS

A. Regular School Bus Run - A daily route scheduled morning and/or afternoon during the school year. Each Regular Run shall have a minimum guarantee. When a run exceeds the minimum, the Driver shall be paid at the appropriate hourly rate for the additional time.

1. Morning and Afternoon Bus Run - A bus run assigned to one (1) bus driver throughout the entire school year and scheduled daily, in two (2) sections, morning and afternoon. The guaranteed minimum hours of pay shall be two (2) hours for each section of this run, for a total of four (4) hours of pay per day.

2. Any route that becomes available during the school year will be put up for bid and given to the most senior bidder. The position that is vacated by the successful bidder will be filled by a substitute for the duration of the School year, and that position will be re-posted for bidding the next school year.

3. Regular Driver Vacancies

a. All substitute drivers will be offered the opportunity to interview for regular driver position vacancies. A District committee, that shall include one (1) regular driver, will interview those interested in the position. Using feedback from the committee, the Superintendent of Schools will make the recommendation for the best candidate to the Board of Education.

b. Substitute drivers hired prior to April 4, 2016 will have the opportunity to become regular drivers based on seniority. These senior substitute drivers will have a one-time opportunity to accept a regular driver position, that driver will no longer be guaranteed a position based on seniority, but may apply for future vacancies based on Article 6(A)(3)(a) above.

B. Extra Work Assignments

1. Extra Work Assignments are those runs that are not regularly scheduled morning and afternoon bus runs as described above. Extra Work Assignments include:
 - a) Work Study Bus Run - A bus run assigned to one (1) driver throughout the entire school year and scheduled to pickup or return students from work study locations. The guaranteed minimum hours of pay shall be one (1) hour of pay per day.
 - b) Late Bus Run - A bus run assigned to one (1) driver throughout the entire school year and scheduled to pickup students from after school activities. The guaranteed minimum hours of pay shall be one (1) hour of pay per day.
 - c) BOCES Run - A bus run assigned to one (1) driver throughout the entire school year and scheduled to pick up or return students from a BOCES location. The guaranteed minimum hours of pay shall be one and one half (1.5) hours of pay per day.
2. Operational Efficiency - In the interest of operational efficiency, the Transportation Supervisor reserves the right to add or combine additional route/work assignments within any existing home to school route. If this combination exceeds the existing home to school hour(s) guarantee, clock time compensation would then commence. Home To School Routes are Morning and Afternoon Contractual Routes, BOCES, Work Study Assignments, and Late Runs (4:00 pm - 5:00 pm).
3. Extra Work Assignment Openings
 - a) When an extra work assignment opens during the current school year with a longer guaranteed time than a driver already has, it will go to the next senior driver on the June sign up sheets. (Example: A driver is doing a work study with a one (1) hour guarantee they may move up to an open BOCES run that has a one and one half (1 ½) hour guarantee) The open run would go to the next driver on the June sign up sheets by seniority. If the driver declines, the driver will be placed at the bottom of the wheel.
 - b) Employees will only be eligible for extra work assignments if the extra work assignment does not interfere with their regularly scheduled run.
 - c) If the Employee relinquishes their extra work assignment they will not be eligible for another extra work assignment that occurs during the time frame that the relinquished run was in for the remainder of the school year.

C. Scheduled School Activity Run

1. Scheduled School Activity Run - A bus run developed and scheduled, once only, to transport students and staff to and from school activities and events. The rate for any scheduled non-home to school activity and sports run shall be eighty-five percent (85%) of the Bus Driver's regular rate of pay, excluding those hours in excess of forty (40) hours or those on Sunday and Holidays which shall be paid at time and a half (1 ½) of the regular rate.
 - a) Bus run scheduled to depart on weekdays after 8:45 am and returning before 1:30 pm. This bus run will be assigned exclusively, to the Bus Driver - Permanent classification from an assignment rotation (wheel) and, if necessary, those Bus Drivers approved by the Transportation Supervisor after having completed the first twenty-six (26) weeks of the probationary period.
 - b) Bus run scheduled to depart on weekdays during the Morning Bus Run departure time or the Afternoon Bus Run departure time. This bus run will be assigned exclusively, to the Bus Driver, Substitute - Permanent classification from an assignment rotation (wheel) and, if necessary, those Bus Drivers approved by the Transportation Supervisor after having completed the first twenty-six weeks (26) of the probationary period.
 - c) Bus Run scheduled to depart on weekdays after 4:15 pm. This bus run will be assigned exclusively, to the Bus Driver - Permanent classification from an assignment rotation (wheel) and those Bus Drivers approved by the Transportation Supervisor after having completed the first twenty-six (26) weeks of the probationary period.
 - d) Bus Runs scheduled to depart on Saturday, Sunday, Holidays or Staff Development Days. This bus run will be assigned exclusively, to the Bus Driver - Permanent classification from an assignment rotation (wheel) and, if necessary, those Bus Drivers approved by the Transportation Supervisor after having completed the first twenty-six (26) weeks of the probationary period.
2. If an Employee is assigned to a regular run, he/she is not eligible for any extra daytime runs which commence prior to the completion of his/her regular run.

D. Summer Schedule Bus Runs: Assigned as needed by seniority status only.

E. Emergency Assignments: The Transportation Supervisor can assign any runs on an emergency coverage basis to any available driver.

F. Work Hours and Overnight Trips

1. Drivers will not be scheduled more than fifty (50) hours per week, excluding Sunday trips and overnight trips.

2. Overnight trips will be paid to a maximum of ten (10) hours of driving time per day at the trip rate, unless otherwise noted on the District's driver's log.
3. If a regular driver wishes to put in for an overnight trip, the Transportation Director will have full discretion as to whether or not that driver will be allowed to drive any bus run either the day of departing or day of returning from the overnight run. The purpose of the Transportation Director's discretion is to ensure that the driver is in not danger of exceeding the Department of Transportation's daily hours of driving, to ensure that the health, safety and welfare of staff and student is maintained and to ensure that no other laws, rules or regulations are violated. Should no regular driver be available for an overnight trip non-probationary substitute drivers may be used.
4. If the substitute driver wheel is exhausted, the trip will go to the next senior driver on the overnight wheel.
5. All hours worked must be in compliance with NYS laws and regulations.

ARTICLE 7 HOLIDAYS

- A. Full-time Employees shall be paid up to eight (8) hours of straight time pay at their applicable hourly rate for twelve (12) holidays annually. The twelve (12) holidays are to be agreed upon when the appropriate school calendars are adopted.
- B. To be eligible for holiday pay an Employee must have worked all hours for which he/she is scheduled to work on the day preceding and the day following such holiday and must have been in the employ of the District for at least two (2) months continuously up to the time of such holiday. In the event an Employee has a bona fide illness which prevents him/her from working on the day preceding or on the day following a holiday, the District may, at its discretion, pay the Employee holiday pay. In the case of an Employee so claiming illness as the cause of his/her being absent prior to or following a holiday, the District may request from him/her satisfactory proof of such illness to substantiate the claim of illness.
- C. Part-time Employees will be paid four (4) hours pay for the following:
 1. Columbus Day
 2. Thanksgiving Day
 3. Christmas Day
 4. New Years Day
 5. Martin Luther King Day

ARTICLE 8 VACATION

- A. A full-time Employee only shall receive the amount of vacation set forth below provided he/she has completed the period of continuous employment prior to the date on which he/she takes his/her vacation. For each week's vacation due him/her pursuant to the schedule set forth below he/she shall receive pay at his/her regular hourly rate for his/her regular weekly hours.

<u>Period of Continuous Employment Prior to June 30</u>	<u>Amount of Vacation</u>
Less than one (1) year	One (1) day for each month or major portion thereof worked prior to June 30 up to a maximum of ten (10) days (two [2] weeks).
At least one (1) year but not more than five (5).	Ten (10) days (two [2] weeks).
At least five (5) years but not more than fifteen (15) years	One (1) day for each additional year worked in not more than fifteen (15) excess of five (5) years with a maximum period of twenty (20) days (four [4] weeks) reached upon completion of fifteen (15) full years on or before the Employee's anniversary date of employment.
More than fifteen (15) years	Twenty (20) days

B. Eligible Employees may take their vacation at any time during the year subject to the following conditions.

1. Applications for vacation pursuant to (2) hereunder shall be made to the Transportation Supervisor, at least ten (10) working days prior to the date on which the Employee proposes to take his/her vacation. In case of conflict the senior Employee shall have preference.
2. Except at the discretion of the Transportation Supervisor, not more than one (1) Employee shall take more than one (1) week of vacation at any given time between September and June (no vacation may be taken during the week prior to the opening of school or the week before school closes).
3. During the period of July 1 to August 31 not more than three (3) eligible Employees shall take their vacation at any one (1) time except at the discretion of the Transportation Supervisor. Employees seeking vacation during said period shall submit their preference as to vacation dates on or before June 15 of each year and in the case of conflict the senior employee(s) shall have preference.
4. If in the opinion of the Transportation Supervisor, the normal operation of the District's Transportation Department would be interfered with or impaired in any way, the Transportation Supervisor has the right to deny any request for vacation.
5. Full-time Employees may accumulate five (5) vacation days from one (1) school year to be used only in the following school year. Vacation Days carried over must be utilized by December 31 of the following school year unless otherwise approved in writing by the Transportation Supervisor.

C. The District, by decision to be announced on or before April 15 may at its discretion elect to shut down the entire District operations completely for a given period of time

during the annual vacation period and the period of shutdown shall constitute, dependent on the length of shutdown and vacation entitlement of individual Employee, the applicable portion of all of each employee's vacation period. In the event the Employee has taken his/her vacation prior to said shutdown said Employee will not be compensated during the shutdown.

ARTICLE 9 LEAVES

A. Sick Leave

1. Full-time Employees shall be entitled to not in excess of twenty (20) working days per year at the applicable compensation rate for personal illness.
2. Part-time Employees shall be entitled to not in excess of thirteen (13) working days per year at the applicable compensation rate for personal illness.
3. Days Not Used:

Full-Time and Part-time Employees: Days not used during the school year by the Employees shall be credited to each eligible Employee at the beginning of the following school year provided that the maximum accumulation of unused sick leave shall be two hundred twenty (220) days, further provided that any such accumulation shall be removed and shall not be paid for upon termination of further provided that unused sick leave shall not be credited for a following school year if the Employee does not return to work in such following school year within one (1) month of his/her schedule date.

4. There shall be no accumulation of unused sick leave from an employer other than this District.
5. The District may at its discretion request a doctor's certificate to determine eligibility of absence as sick leave hereunder if such absence is in excess of four (4) consecutive workdays. The policy regarding undocumented absenteeism for separate workdays shall be contained in the Rules and Regulations.
6. Five (5) of the sick days accumulated in one (1) fiscal year shall be available for family illness. Unused days shall be carried to the next fiscal year as sick days.

B. Personal Leave/Personal Business Leave

1. Death in the Family - Time off will be granted to full-time and part-time Employees in the case of the death of the Employee's spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents and grandchildren. A maximum of five (5) days of such time off will be granted without loss of compensation. Compensation shall be at the Employee's regular hourly rate for the Employee's regular

scheduled hours. The Employee shall notify the Transportation Supervisor or Business Manager of his/her need for such leave as soon as practicable.

2. Other Personal Business Leave - The intent of personal business leave is to provide an Employee the opportunity to conduct business that cannot be performed other than during work hours. It is intended neither to serve as recreation or vacation time nor to extend a holiday or vacation period. Each full-time and part-time Employee shall be granted up to three (3) personal business leave with full pay subject to the following:
 - a) Presentation of request to Supervisor forty eight (48) hours in advance except for emergency.
 - b) Approval of the request by the Supervisor.
 - c) The Superintendent is authorized to credit additional leave under unusual circumstances which in his judgement justify such an exception.
3. There shall be no accumulation of unused personal leave time from one (1) school year to the following year, however, unused personal business days may accumulate to sick leave as set forth in Article 9 A (3).
4. Leave of Absence Without Pay
 - a) The District, as its discretion, may grant leaves of absence without pay for a period not to exceed one (1) year. To be eligible for said leave, a full-time or part-time Employee must have been actively employed by the District for twelve (12) months prior to the request for leave of absence. The application, in writing, for such leave, including the reasons for the request, shall be made to the District through the applicant's immediate Supervisor.
 - b) An Employee granted a leave of absence shall be entitled to the same health insurance benefits as (s)he would it not on said leave, however, the full cost of said health insurance benefits will be paid by the Employee.
5. If an Employee requests a personal day to be used on a Friday, they will not lose the extra run awarded to them that is scheduled for the following day (Saturday).

C. Parental and Maternity Leaves

1. A leave of absence without pay may be granted to an Employee by the Board with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two (2) years.
2. An Employee shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the case of

adoption, as to said Employee's election of the type of leave desired, which shall be one (1) of the following:

- a) Parental Leave of Absence without pay pursuant to Article 9 ©, I hereof; or
- b) Sick Leave during the period when she is physically unable to perform her regular work duties (pregnancy only); or
- c) Sick Leave during said period of pregnancy related disability plus a Parental Leave of Absence without pay commencing on termination of said period of disability. The notification to the District shall be substantially in the form attached as Appendix I.

3. Procedure

- a) For a Parental Leave of Absence the commencement and termination date shall be agreed to by the Employee and the Superintendent or his/her designee. In the event this period should need to be altered any alteration shall be mutually agreed upon by the Superintendent or his/her designee and the Employee.
- b) For Sick Leave during period of pregnancy related disability only, the Employee shall, prior to commencing the same, obtain from her personal physician and submit to the District written certification in the form attached (Appendix II), as to date of commencement of the disability and an estimate as to its duration. At any time after such a sick leave has continued for a period of six (6) weeks after delivery, the Employee upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues.
- c) For a combined Sick Leave and Parental Leave of Absence without pay, the Employee shall first proceed in accordance with the provision of Article 9 (c), 3a.
- d) An Employee who is on the Sick Leave portion of a Parental Leave may elect to return to work anytime prior to the beginning of the unpaid portion of the Parental Leave, thereby terminating the leave at that point.

D. Hours Paid on Authorized Paid Sick, Personal Business or Bereavement Days.

- (1) Drivers and attendants will be paid the designated hours for their permanently assigned regular bus runs (mid-day, AM, PM, and late runs) when they take an authorized paid sick, personal business or bereavement leave day. After the third week of school, each Employee will meet with management from Transportation to review and approve the contract time report (bus run sheets) and examine the average hours of each run, once the run hours are determined,

both management and the employee will sign off. If a run changes more than a half (½) of an hour, the run will be re-evaluated by management and the Union. Drivers will not be compensated for extra work assignments missed due to illness, personal business, or bereavement.

- (2) Laborers will be paid the hours it normally takes to perform their regularly scheduled laborers duties when they take an authorized paid sick, personal business or bereavement leave day. Calculation of the hours will be at the sole determination of the District and will be available for review if requested. Laborers will not be compensated for any other extra work assignments missed due to illness, personal business or bereavement.

ARTICLE 10 EMERGENCY CLOSING DAYS

- A. Closings
For every emergency closing day (i.e., snow day), regular drivers will be paid four (4) hours.
- B. Early Closing/Delays
All drivers will be paid clock time only, no minimum guarantees. Drivers can not punch in more than fifteen (15) minutes prior to the new start time.

ARTICLE 11 EDUCATIONAL REIMBURSEMENT

The District agrees to reimburse in full all Employees for any tuition for courses which said Employees take related to their job provided:

- A. The Employee secures approval to take said course from the Transportation Supervisor and/or the Assistant Superintendent of Business Services of the District prior to taking said course.
- B. The course is taken at an accredited school or in an accredited program.
- C. The Employee successfully completes said course.

ARTICLE 12 SAFE DRIVING AWARD

- A. Every driver and dispatcher with a CDL license with a passenger endorsement no matter what classification, employed in the Transportation Department for at least one (1) school year shall receive a Safe Driving Award as described herein. Specific procedures will be contained in the Rules and Regulations.
- B. The maximum award will be calculated at \$475 (prorated for all school days worked).
 1. For regular Employees, approved paid leave will count as a school day worked. If a regular Employee is out on unpaid leave of absence during the

school year, \$47.50 shall be deducted from the sum total of the award for every month the Employee is absent.

2. Substitute drivers shall receive up to \$475 per year prorated based on amount of school days worked.
- C. All accidents will be reviewed by the Accident Review Committee unless the Employee waives in writing a review by the committee. The Accident Review Committee will consist of five (5) members: two (2) Union members; two (2) District members; and one (1) neutral party (District insurance carrier, i.e. Utica Mutual).
1. Preventable Accident repair cost will be deducted from the Safe Driving Award according to the following guidelines (labor costs NOT including):
 - a) \$50 - \$100 Damage to bus or vehicle/obstacle involved will result in a \$50 deduction from Safe Driving Award.
 - b) \$101 - \$500 Damage will result in a \$100 deduction.
 - c) Over \$500 Damage will result in total loss of Safe Driving Award.
 - d) Retraining as a result of an accident will be at the Transportation Supervisor's discretion.
 2. These monetary guidelines are determined by the total cost of damage to the school bus, and/or other vehicle or object(s) involved.
- D. Mystery Dents/Damage - The Driver who drives the school bus last will be held responsible for "mystery dents/damage".

ARTICLE 13 RETIREMENT PROGRAM

- A. The New York State Twenty (20) Year Career Retirement Plan; the New York State Twenty-Five (25) Year Career Retirement Plan; Section 41 (j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law will be in full force and effect during the terms of this Agreement for all eligible Employees.
- B. Sick Day Buy Out:
1. Employees who participate and retire under the New York State Employee Retirement System and have accumulated unused sick days remaining upon the effective date of retirement from the District shall submit up to one hundred and sixty-five (165) days to the New York State Employees Retirement System for the purpose of 41-j Service Credit. Days accumulated above one hundred and sixty-five (165) days up to two hundred and twenty (220) days will be paid at a rate of twenty-five dollars (\$25.00) per day into the Employee's non-elective 403(b) account.
 2. Employees who are not eligible, do not participate, or do not retire from the New York State Employee Retirement System and have accumulated

unused sick days remaining upon the effective date of retirement from the District shall be paid for accumulated unused days above one hundred and sixty-five (165) days up to two hundred and twenty (220) days at a rate of twenty-five dollars (\$25.00) per day into the Employee's non-elective 403(b) account.

ARTICLE 14 HEALTH INSURANCE

- A. The District provided health insurance plan shall be the Excellus Blue Cross Blue Shield plan offered through the Cooperative Health Insurance Fund of Central New York. Unless agreed upon through negotiations between UPSEU and the District, said health insurance plan shall remain in substantially equivalent. In addition, the District shall provide a shared cost dental insurance plan at not less than current benefit levels, and during open enrollment, will allow the Employee the option to enroll in the dental plan. Employee/District contribution shall be as follows:

1. Health Insurance

<u>Coverage</u>	<u>Employee Contributions</u>
Individual	10% of premium
Dependent	15% of premium

2. Dental Insurance

The District will contribute \$240 annually for each participating Employee who enrolls in a deluxe family dental plan offered by the District and \$120 annually for enrollment in any other dental plan offered by the District.

3. Co-Pay Prescription Drug Premium

The prescription drug program is the Three-Tiered plan offered through the Cooperative Health Insurance Fund of Central New York at the Retail Pharmacy rates of \$5 Generic (Tier 1) and \$15 Preferred (Tier 2) and \$30 Non Preferred (Tier 3) and 2 times (2X) those amounts, i.e. \$10 Generic (Tier 1) and \$30 Preferred (Tier 2) and \$60 Non Preferred (Tier 3) via mail order pharmacy for a ninety (90) day supply.

- B. An Employee who retires from the District, providing said Employee is a minimum of fifty-five (55) years of age and has at least the full-time equivalent of ten (10) years of service with the District, shall be entitled to maintain existing health and dental benefits. For individual coverage, the retiree shall contribute on the same basis as an active Employee. Dependent coverage may be maintained at full cost to the retiree. Service with the District shall include time worked with other District Employee bargaining units.

- (1) Retirement incentive. Unit members who carry dependent coverage into retirement and have the full time equivalent of at least ten (10) consecutive years of service as a unit member which concludes in retirement from the District under NYS ERS rules shall receive an annual District contribution of \$3,500 toward the dependent premium in retirement until they reach the age of Medicare eligibility or drop

family health insurance coverage during retirement, whichever occurs first. Upon reaching the age of Medicare eligibility, the unit member will be responsible for the full cost of the family premium. In order to receive the award in this paragraph, the unit member must submit an irrevocable letter of resignation for retirement purposes to the District by April 1 during the year in which the member will retire and retire on June 30 of that year.

- C. The District agrees to offer disability benefits through a mutually agreeable insurance company. The policy shall be subject to minimum guidelines set by the insurance carrier. The Employee contribution shall be one hundred percent (100%).
- D. A vision care plan shall be provided as mutually agreed by the District and UPSEU. Employee contributions shall be a percentage of premiums: individual coverage - zero percent (0%), dependent coverage - ten percent (10%).

ARTICLE 15 JURY DUTY

Any unit Employee who is called for jury duty shall receive, for each day of jury service on which (s)he would otherwise work, the following compensation: Part-Time Employees will be paid four (4) hours at the regular contract rate; Full-Time Employees will be paid eight (8) hours at the regular contract rate.

ARTICLE 16 SENIORITY

- A. District seniority date shall be the date the Employee was most recently hired on payroll.
 - 1. Those Employees who have been called to serve in the United States Armed Services while in the employ of the District shall have all time served credited to their District seniority, provided they were honorably discharged from the United States Armed Service.
 - 2. For the purposes of layoff, following designation of positions by the District, layoff of Competitive Class Employees will be determined by Rule CCVI of Onondaga County Department of Personnel Rules for Classified Service Layoff for positions not covered by Rule CCVI will be determined by District seniority.
- B. Classification seniority shall be the time any Employee is in a specific job classification, determined from the most recent date of entry in to the classification.
- C. Limited Accrual: Seniority cannot be accrued in more than one (1) classification at any time.
- D. Probationary Period: Seniority shall not be acquired until the completion of the probationary period.

E. Acquiring Job Classification Seniority

1. Job Classification Seniority is established on the first day of service in a different job classification.
2. Employees shall have their name added to the Job Classification Seniority list immediately upon entry into the classification.

F. Maintaining and Accruing Seniority

1. Seniority for an extra driver shall accumulate by his/her availability. For example, an extra driver who is available mornings only shall accrue seniority on a half-time basis. In all other cases, seniority on a half-time basis. In all other cases, seniority shall accrue on a day for day basis, i.e. a day that an Employee is available for work or excused from work, is a day accumulated in seniority, including certain defined days when the Employee cannot work by agreement with the District or days covered by legislative law.
2. Seniority shall accumulate for days when an Employee is on compensation leave.
3. Seniority shall accumulate for days when an Employee is on disability leave.
4. Seniority shall accumulate for days that an Employee is on parental leave up to twenty-six (26) weeks.
5. Seniority shall accumulate for days that an Employee is on disciplinary leave.
6. Seniority shall accumulate for days that an Employee is on layoff, until such time that the total accumulated days while on layoff exceed one-half ($\frac{1}{2}$) of the total days accumulated on the District seniority list up to a maximum of two (2) years, at which time the Employee's right to job recall is withdrawn. It is the Employee's responsibility to maintain an updated address and phone number with the District for recall purposes.
7. For a leave of absence without pay approved by the Board of Education, seniority will accrue for the first ten (10) work days, but not thereafter.
8. The seniority list will be established by the District in collaboration with the Union on June 30 of each year. Seniority will not be reestablished at any other time during the school year for any reason, including adjustments for a leave of absence. The mid-June sign up for bus runs will be based on the projected June 30th seniority list. Accordingly, leave(s) of absence will be projected forward to June 30.

G. Re-Acquiring Classification Seniority

1. If an Employee chooses to return to his/her previous classification, from a different classification, within the twenty-six (26) week election period.

- a) The Employee shall return to his/her previous classification without penalty or loss of seniority held in the previous classification.
 - b) Seniority accrued in the new classification shall be credited as seniority accumulated in the previous classification.
2. If an Employee requests to return to his/her previous classification, from a new classification, after the twenty-six (26) week election period, and the District approves the request.
- a) The Employee shall return to his/her previous classification only when an opening is available in the previous classification.
 - b) The Employee shall forfeit one (1) day of seniority in his/her previous classification for each day of seniority accumulated in the new classification.
 - c) No seniority accumulated in the new classification shall be carried back to his/her previous classification.
 - d) Seniority accumulated in the new classification shall remain as credited time in the new classification should the Employee return to that classification.
 - e) The Employee may return to a prior classification only one (1) time, i.e., If the driver changes classification to become an attendant and after two (2) years, the Employee decides to change again and is allowed to return to driver classification, the individual has accumulated two (2) years of seniority as an attendant. When the individual returns to a driver, he/she will lose the two (2) years time in the attendant classification. If the individual changed classification again, he/she would not be eligible to return to a driver classification again, or to an attendant classification because he/she can only change back to one (1) former classification.

ARTICLE 18

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within seven (7) working days of the date of the occurrence over which grievance is made, and be processed in accordance with the following steps, time limits and conditions:
- 1. Step 1: The grievant shall first take up his/her grievance verbally with his/her immediate Supervisor.
 - 2. Step 2: If the grievance is not settled at Step 1, the grievant, through the Union, may within seven (7) working days of the date of the occurrence over which grievance is made, reduce the same to writing and deliver to the

Assistant Superintendent of Business Services, who shall, within five (5) working days after receipt, give written answer.

3. Step 3: If the grievance is not settled by the Assistant Superintendent of Business Services written answer, the grievant, through the Union, may appeal to the Superintendent of Schools or his designated representative by written notice within ten (10) working days after the date of the decision from the Assistant Superintendent of Business Services.

- a) The Superintendent or his designated representative shall give his/her written answer to the grievant within five (5) working days after the close of the discussion.
- b) If the grievance is not settled by the written answer of the Superintendent or his representative, the Union may further appeal by giving written notice thereof to the Superintendent of Schools within twenty (20) working days after receipt of the written answer of the Superintendent or his representative that the matter has been filed within the PERB for further processing with a copy of this filing simultaneously submitted to the Superintendent or his/her authorized designee. The parties shall then, with reasonable promptness, agree to the appointment of an impartial Arbitrator and submit the grievance to him for a decision.
- c) The arbitration proceeding shall be conducted under the rules of the PERB.
- d) The Arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding.
- e) If the District or any designated representative fails to hold a conference or give an answer within the time limits provided, the grievant or the Union may, at his/her or its election, advance to the next step in the procedure.

B. Nothing in this grievance procedure shall prevent the Union from withdrawing a grievance at any stage of the procedure.

ARTICLE 19 TAYLOR LAW CLAUSE

Section 204a of the Civil Service Law - Agreements between public employers and Employee organizations.

A. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- B. Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C. Within sixty (60) days after the effective date of this act a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public Employee. Each public Employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section.

ARTICLE 20 SICK BANK

A sick leave bank shall be administered by the District according to the following guidelines:

- A. The Sick Leave Bank shall consist of the contribution of two (2) days of accumulated sick leave from each participating unit Employee. Those who choose not to participate may not join the bank for one (1) year thereafter.
- B. The maximum number of days in the bank shall not exceed four (4) days times the number of unit Employees.
- C. The bank may only be replenished when the days remaining in the bank reaches fifteen (15) or less, by the contribution of two (2) days per member.
- D. First year Employees may participate in the bank immediately upon hire, by contributing two (2) sick days. However, these Employees are not eligible to draw from the sick bank until they have completed one (1) year of service. Members beyond one (1) year of service may also join the sick bank between the first work day of the school year and October 1st of the same school year by contributing two (2) days. However, such Employees are not eligible to draw from the sick bank for one (1) year after joining.
- E. Only participating eligible Employees may draw on the bank.
- F. An eligible Employee must first exhaust all of his/her paid leave options (sick, vacation, etc.) and then be off the F.M. payroll for five (5) consecutive days.
- G. The School District may require medical documentation of any claim to the bank at any time. A review committee will be created to review Employee requests. The committee will consist of four (4) members: Two (2) to be determined by the District, the Chief Steward and Steward or UPSEU designee.

- H. An Employee on Workers' Compensation shall not be permitted to draw on the bank.
- I. The purpose of the bank is to provide for length periods of illness and non-work related injury.
- J. Eligible Employees may draw on the bank based on the following guidelines:
 - 1. One (1) day for each year of full-time and part-time continuous employment with the Fayetteville-Manlius District; plus
 - 2. One (1) day for each two (2) days of accumulated sick leave as of the beginning of the school year in which the consecutive absence due to illness began.
 - 3. The number of days arrived at by 1 and 2 above will be limited to the number of workdays remaining for that school year.
- K. The District shall provide the Union Chief Steward by December 1st of each agreement year an accounting of the Sick Bank that includes the following:
 - 1. Number of days in the sick bank.
 - 2. Names of unit members in the sick bank.
 - 3. Days withdrawn in the previous school year.
 - 4. Names of the members that joined and declined to join the Bank during the annual enrollment period (first work day of the school year through October 1 of the same school year).
- L. An Employee may only utilize the Sick Bank once every other year.
- M. Notwithstanding, Article 20 (c) above, upon retirement with at least five (5) consecutive years of full-time service or part-time service, excluding substitute service, an Employee may contribute up to twenty-five (25) of their unused sick days.
- N. Defer to Labor/Management Committee after April 4, 2018.

ARTICLE 21 PERSONNEL FILE

- A. There shall be a personnel file maintained in the Transportation Department. Said file may be expected to contain all pertinent employment information relating to said Employee, excluding confidential matter, e.g. pre-employment correspondence.
- B. In the event that the District elects to place an incident report in the Employee's personnel file, the Employee will initial said report signifying he/she was notified of such. An Employee may take written exception to said report. Such exception must be submitted within five (5) business days of Employee notification and will become a part of the personnel file.


- C. The Employee, upon written request, shall have the right to review the contents of his/her personnel file. Said review shall be in the presence of the Assistant Superintendent of Business Services or his/her designee. Copies of the file shall be made available to the Employee at the charges designated in Board Policy.

**ARTICLE 22
TERM OF AGREEMENT**

This Agreement shall take effect July 1, 2022, and continue in full force and effect through June 30, 2025. The provisions of this three (3) year Agreement may be reopened for negotiations at any time by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement hereby set their hands and seals this _____ day of _____, 2022.

FOR FAYETTEVILLE-MANLIUS SD




Dr. Craig J. Tice, Superintendent

Date: _____

11/17/22

FOR THE UPSEU



Kevin E. Boyle, Jr., President




Gary M. Hickey, Executive Vice
President/Regional Director

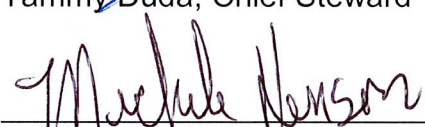
Antonella Rotilio

Antonella Rotilio, Labor Relations
Representative

Negotiating Team:



Tammy Duda, Chief Steward



Michele Henson



Christine Nicholas



Jeff Richer

Date: _____

11/21/22

**SCHEDULE A
WAGE SCHEDULE**

PROBATIONARY RATE

Positions	2021-2022	2022-2023	2023-2024	2024-2025
School Bus Driver	\$30.32	\$31.84	\$32.80	\$33.78
Laborer / *Driver Training Rate	\$21.02	\$22.07	\$22.73	\$23.41
Bus Driver Trainee	\$12.53/\$13.20	\$13.90	\$14.60	\$15.00
Bus Attendant/*Training Rate	\$16.39	\$17.21	\$17.73	\$18.26
Dispatcher	\$23.70	\$24.89	\$25.63	\$26.40
Substitutes				
Bus Driver Substitute	\$25.86	\$27.15	\$27.96	\$28.80
Bus Attendant Substitute	\$15.91	\$16.71	\$17.21	\$17.73

PERMANENT RATE

Positions	2021-2022	2022-2023	2023-2024	2024-2025
School Bus Driver	\$36.63	\$38.46	\$39.61	\$40.80
Senior Bus Attendant	\$28.02	\$29.42	\$30.30	\$31.21
Bus Attendant / *Training	\$18.88	\$19.82	\$20.41	\$21.02
Laborer / *Driver Training Rate	\$24.84	\$26.08	\$26.86	\$27.67
Dispatcher	\$26.27	\$27.58	\$28.41	\$29.26
Substitutes				
Retired / Senior Bus Driver	\$36.63	\$38.46	\$39.61	\$40.80
Bus Driver Substitute	\$30.23	\$31.74	\$32.69	\$33.67
Bus Attendant Substitute	\$17.05	\$17.90	\$18.44	\$18.99

****Training Rate applies to any District required training including meeting attendance and driving activities not associated with transporting students.***

APPENDIX I
NOTIFICATION OF ELECTION AS TO MATERNITY, PARENTAL OR OTHER LEAVE

Date three (3) months previous to date leave will commence

TO: Superintendent of Schools
Fayetteville-Manlius School District

You are hereby notified in accordance with Article 9, that the undersigned elects to take the leave designated below.

- _____ 1. Parental Leave of Absence without pay (C.2.a)
- _____ 2. Sick Leave during pregnancy related disability (C..b)
- _____ 3. Sick Leave during pregnancy related disability plus a Parental Leave of Absence (C.2.c)
- _____ 4. Other: _____

According to my current best estimate, the leave shall commence on _____, 20____. And shall terminate in accordance with the applicable provisions of Article 9, C.3 as follows:

- 1. C.2.a: Parental Leave of Absence without pay
_____ 20, ____.
- 2. C.2.b or C.2.c: in accordance with the provisions of those subsections.

Employee's Signature

Supervisor's Signature

APPENDIX II
SICK LEAVE DURING PREGNANCY RELATED DISABILITY

I have examined _____ on _____.

It is my professional medical opinion, that as of _____ she
will be physically unable to perform her regular work duties.

At this time it is my best estimate that this disability will cease on _____.

DATED: _____

Physician's Signature

APPENDIX III
SIX WEEKS AFTER DELIVERY

I have examined _____ on _____

It is my professional medical opinion that her pregnancy related disability will cease on
_____ and that she will be able to return to full-time
employment after that date.

DATED: _____

Physician's Signature

MEMORANDUM OF AGREEMENT

This AGREEMENT entered into this 28th day of September 2022, by and between the Fayetteville- Manlius Central School District ("District") and the United Public Service Employees Union, UPSEU ("Union")

WHEREAS, the District and the Union have a Collective Bargaining Agreement that will expire on June 30, 2025.

WHEREAS, the current Agreement calls for "dispatcher" to be paid at a rate of \$27.58 for the 2022-23 school year.

WHEREAS, the District and Union agree that for the remaining three (3) years of the Agreement, that rate is not adequate.

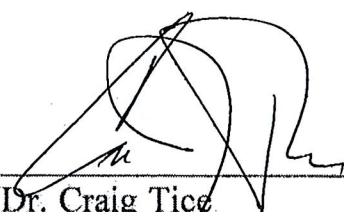
THEREFORE, the following is mutually agreed for the 2022-23 school year: the permanent rate for "dispatcher" will be \$32.99/hour. It is also agreed that the probationary rate for "dispatcher" will be \$29.77 for the 2022-23 school year.

All other provisions of the Union's Collective Bargaining Agreement will remain in effect, including percentage increases for the dispatchers as already written in the contract for the 2023-24 and 2024-25 school years. It is mutually understood that this Memorandum of Agreement is not precedent setting and will expire on June 30th, 2025.

IN WITNESS WHEREOF, parties have signed this MEMORANDUM OF AGREEMENT as of the 28th day of September 2022.

Antonella Rotilio

Antonella Rotilio
UPSEU
Labor Relations
Representative



Dr. Craig Tice
Fayetteville-Manlius
Superintendent of Schools