

COLLECTIVE BARGAINING AGREEMENT

By and Between

**FAYETTEVILLE – MANLIUS
CENTRAL SCHOOL DISTRICT**

And

UNITED PUBLIC SERVICE EMPLOYEES' UNION

JULY 1, 2025 - JUNE 30, 2028

TABLE OF CONTENTS

AGREEMENT	3
ARTICLE 1	3
RECOGNITION	3
ARTICLE 2	3
UNION SECURITY	3
ARTICLE 3	3
DEFINITIONS	3
ARTICLE 4	6
RULES AND REGULATIONS	6
ARTICLE 5	9
COMPENSATION	9
ARTICLE 6	11
BUS RUNS	11
ARTICLE 7	16
HOLIDAYS	16
ARTICLE 8	17
VACATION	17
ARTICLE 9	18
LEAVES	18
ARTICLE 10	22
EMERGENCY CLOSING DAYS	22
ARTICLE 11	22
EDUCATIONAL REIMBURSEMENT	22
ARTICLE 12	22
ANNUAL AWARDS	22
ARTICLE 13	23
RETIREMENT PROGRAM	23
ARTICLE 14	24

HEALTH INSURANCE	24
ARTICLE 15	25
JURY DUTY	25
ARTICLE 16	25
SENIORITY	26
ARTICLE 17	28
SAVINGS CLAUSE	28
ARTICLE 18	28
GRIEVANCE PROCEDURE	28
ARTICLE 19	30
TAYLOR LAW CLAUSE	30
ARTICLE 20	30
SICK BANK	30
ARTICLE 21	32
PERSONNEL FILE	32
ARTICLE 22	33
TERM OF AGREEMENT	33
SCHEDULE A	34
WAGE SCHEDULE	34
RETIRED BUS ATTENDANT RATE MOA	35

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 (Regular, Substitute, Summer) 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 dues deduction authorization cards in the format provided by the UPSEU for that purpose.

ARTICLE 3 DEFINITIONS

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

Benefit-Eligible employees are defined as the following:

- School Bus Driver (10 months) who are guaranteed five (5) hours per day
 - Bus Attendants (10 months) who are guaranteed five (5) hours per day
 - School Bus Dispatcher (12 months)
 - Laborer (12 months)
- A. Twelve (12)-month employees shall be any employee regularly employed forty (40) hours per week based on eight (8) hours daily, five (5) days per week, twelve months of the year.
1. Twelve (12)-month 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. Twelve (12)-month employees on a seniority basis, drive extra runs when no Regular Driver or Substitute Driver is available. For this purpose, seniority is defined as length of service in the bargaining unit.

B. Regular Bus Driver/Bus Attendant

1. Regular Bus Driver

- a) Any driver who is assigned to one (1) regular run; or
- b) Any driver employed for ten (10) months or more.

2. Bus Attendant

- a) Bus Attendant is defined as established by the Regulations of the Commissioner of Education, which, as of the effective date of this Agreement, is established by 8 NYCRR 156.3(a)(4). A Bus Attendant is distinguished from a Bus Monitor, which is defined at 8 NYCRR 146.3(a)(3).
- b) On non-regular runs, the District may use non-Union adult supervision trained to assist students with special needs. If specialized equipment, or the IEP or 504 plan, requires a bus attendant, a bus attendant will be assigned on a rotating basis, initiated by seniority.

C. 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 or comparable title, such as Assistant Superintendent for Business, in accordance with the specific needs of the Transportation Department. This includes:
 - 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.
 - iv. 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.
- b) A long-term 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 long-term 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 long-term Substitute Driver will then return to his/her previous status unless the opportunity to become a Regular Driver arises. For purposes of this provision, long-term shall mean performance of a Regular Run continuously for a period of thirty plus (30+) days.

- c) After three (3) months of 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) In an emergency situation, after the wheel has been exhausted and no other regular driver in the unit is available for the additional assignment or special run, the District may assign a new employee during the first 26 weeks to an additional or special run. 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.

D. Laborer

- 1. Regular Laborer (12 Months) one whose position is to fuel, wash, and start buses on a daily basis during the school year and drive only when necessary. Job duties shall be consistent with that prepared by the Onondaga County Civil Service Commission.
- 2. Substitute Laborer one whose primary bargaining unit position is not Regular Laborer but who performs regular laborer duties as extra work during the school year.
- 3. Summer Laborer one whose position is to fuel, wash, and start buses and prepare buses and garage for the upcoming school year on a daily or hourly basis during the summer as well as perform spray undercoating work when necessary.

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, subject to the Union's by-laws and rules.
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 at 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 their rights to select the Discipline and Discharge Procedure as their option.
4. 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 their 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.
5. The arbitration proceeding shall be conducted under the rules of the PERB.
6. 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, they 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.
7. This procedure shall apply only for alleged employee misconduct occurring on or after the Board ratifies this Discipline and Discharge Procedure.

D. Subcontracting:

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. In the event of a situation that compromises health and safety, the District will determine on a case-by-case basis whether an emergency alternative assignment is needed, which will be implemented by a mutually agreed-upon Memorandum of Agreement.

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 students' health, safety, or welfare. These meetings may be held outside of the normal workday with pay. Employees will use the time clock swipe system to record actual hours worked and will be paid at the training rate of pay.

F. Disciplinary Procedure For Unit Members Who Are Absent From Work After Exhaustion of Paid 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 have exhausted all leave available under the Family and Medical Leave Act ("FMLA"), or who are not eligible for leave under the FMLA, and who are absent from work due to illness after all accrued paid 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, 2025 – four percent 4% increase
Effective July 1, 2026 – four percent 4% increase
Effective July 1, 2027 – four percent 4% increase

*Retro pay will be effective September 1, 2025.

There will be no retroactive wage payment made to any employee who separated from employment on or after July 1, 2025, and the effective date of ratification by the Board of Education.

Bus Attendants

Effective September 1, 2025, shall have their hourly rate increased by \$0.75 per hour. The Permanent Rate for attendants currently at \$21.02 per hour, will be \$21.77 per hour, (ex. employee A increases to \$21.77, and then the four (4%) percent wage increase is applied, the new wage for employee A is \$22.64 per hour.)

The Probationary Rate for attendants currently at \$18.26 per hour will be \$19.01 per hour, effective September 1, 2025 (ex., employee A increases to \$19.01, and then the four percent (4%) wage increase is applied, the new wage for employee A is \$19.77 per hour.).

- 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) hours 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 a half (1 ½) shall be paid for all hours worked on the holiday as defined under Article 7.
 - a) If an Employee is scheduled to work on a holiday, they will be guaranteed two (2) hours of pay.
4. For purposes of subparagraphs 1 and 2 herein, an employee shall not be credited with the number of hours for which they receive 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. 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.

Union elected representatives will receive paid release time, at their regular rate, to meet with transportation management to discuss issues that occur on a day-to-day basis or as needed. The District will provide union elected representatives with 20 hours of paid release time, total per school year (hours will be split among union stewards) to investigate grievances and/or issues that may arise. Union elected representatives will be released with pay to attend Labor-Management Committee meetings. Union business will generally be scheduled outside of the normal work hours when permissible.

D. Testing and Certification Time

Drivers and Attendants will be paid their regular rate of pay when participating in the following testing and certification obligations: (1) Behind-the-Wheel; (2) Written Examination; and (3) Physical Performance.

E. Twelve (12) month employees:

1. When twelve (12) month employees are required to drive a school bus, they will be compensated at the permanent school bus driver hourly rate.
2. When a school bus dispatcher is called to work by their supervisor, after their regularly scheduled workday hours or on weekends, they are entitled to a minimum of two (2) hours of pay if they are required to drive into the office and work on site. If the work, beyond the regular scheduled work day, is performed at home, the dispatcher would be compensable at a minimum of thirty (30) minutes.

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. Ten (10) month employees will be guaranteed at least five (5) hours of work per day.

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; and, if needed, as determined by the transportation management team, one (1) bus attendant.

The guaranteed minimum hours of pay shall be a total of five (5) hours, which may or may not be split exactly equally between the morning and afternoon.

The guaranteed minimum hours of pay shall be a total of five (5) hours, which may or may not be split exactly equally between the morning and afternoon.

2. Any route that becomes available during the school year will be put up for bid and awarded to the most senior bidder. The position that is vacated by the successful bidder will be immediately re-posted for bidding and temporarily filled by a substitute until a successful bidder is awarded the vacated position.

3. 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) If the District determines a vacancy exists, the vacant position will be posted for five (5) working days.

- B. Extra Work Assignments

1. Extra Work Assignments are those bus runs that are not regularly scheduled morning and afternoon bus runs as described above and extra laborer work. Extra Work Assignments include:

- a) Work Study Bus Run - A bus run assigned to one (1) driver; and, if needed, as determined by the transportation management team, one (1) bus attendant throughout the entire school year and scheduled to pick up 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; and, if needed, as determined by the transportation management team, one (1) bus attendant throughout the entire school year and scheduled to pick up 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; and, if needed, as determined by the transportation management team, one (1) bus attendant 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 ½) hours of pay per day.
- d) Extra Laborer Work – During the school year if laborer work cannot be completed by the Regular Laborer(s), such work will be assigned in rotational order to the Substitute Laborers who bid for the work in accordance with Article 6 (B)(1)(d) below. There is no guaranteed number of laborer hours for Substitute Laborers. Work as a Substitute Laborer shall not conflict with any previously assigned regular run.
- e) Special Services Run – A bus run assigned to one (1) driver throughout the entire school year and scheduled to pick up or return students from School, Speech Services, the Library, YMCA, or other locations designated by the District. The guaranteed minimum hours of pay shall be one (1) hour of pay per day.
- f) UPK Run – When a Universal Pre-K (“UPK”) Program bus run is needed during the current school year with a longer guaranteed time than the bus driver (and bus attendant, if an attendant is assigned to the run) already has, it will go to the next senior driver (and next senior bus attendant, if an attendant is assigned to the run) on the June sign-up sheet.

When a UPK driver is absent or going to be absent for five (5) days or longer, the next most senior available driver will be asked to take the run. When the original UPK driver returns from absence, they will resume the UPK run.

- 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 or is vacated during the current school year the extra work will be rebid.
- b) Article 6(B)(3)(b)
Prior to the commencement of each school year, any interested bargaining unit members shall sign up to be a Substitute Laborer. The four (4) Substitute Laborers with the highest level of classification seniority and who sign up at the beginning of the year will be assigned to the Extra Laborer Work on a rotating basis. If none of the four (4) Substitute Laborers are available on a given day for the Extra Laborer Work, the work for that day will be assigned to the Substitute Laborer with the next highest classification seniority.
- c) Employees will only be eligible for extra work assignments if the extra work assignment does not interfere with their regularly scheduled run.
- d) If the Employee relinquishes their extra work assignment, they will not be eligible for another extra work assignment 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 school start time and return before 1:30 pm. This bus run will be assigned exclusively to the Bus Driver - Permanent classification from an assignment rotation (wheel) but, if the wheel is exhausted, those Bus Drivers approved by the Transportation Supervisor during the first twenty-six (26) weeks of the probationary period are eligible to perform the run. If a trip is cancelled after the original assignments are made, the driver will be placed first on the next

week's assignment wheel. Any trips that are approved by the Transportation Department, after field trips have been assigned on Friday, will be drawn from the Emergency Field Trip Wheel, which rotates by seniority. If a trip that you were assigned to from the Emergency Field Trip Wheel is cancelled, the driver does not move to the top of the Emergency Field Trip Wheel; the rotation will continue.

- b) Bus Run scheduled to depart on weekdays after 4:15pm. This bus run will be assigned exclusively to the Bus Driver – Permanent classification from an assignment rotation (wheel) but if the wheel is exhausted, those Bus Drivers approved by the Transportation Supervisor during the first twenty-six (26) weeks of the probationary period are eligible to perform the run.
- c) 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 are eligible to perform the run.

For (b) and (c) immediately above, if a trip is cancelled after the original assignments are made, the driver will be placed first on the next week's assignment wheel. Requests that are approved by the Transportation Department, after assignments have been made, will be drawn from the Emergency Wheel, which rotates by seniority. If a trip that you were assigned to from the Emergency Wheel is cancelled, the driver does not move to the top of the Emergency Wheel; the rotation will continue.

- d) 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), but if the wheel is exhausted, those Bus Drivers approved by the Transportation Supervisor during the first twenty-six weeks (26) of the probationary period are eligible to perform the run.

- 2. If an Employee is assigned to a regular run, they are not eligible for any extra daytime runs which may commence prior to the completion of their regular run.

- D. Summer Schedule: Bus runs will be assigned as needed by seniority status only. Laborer work will be assigned as needed by Summer Laborer classification seniority status only.
- E. Emergency Assignments: The Transportation Supervisor can assign any runs on an emergency coverage basis to any available driver so long as reasonable efforts were made to ask regular drivers first.
- 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 a maximum of ten (10) hours of driving time per day at the trip rate (shall be eighty-five percent (85%) of the Bus Driver's regular rate of pay as outlined in Section C1 above) unless the time worked places the employee into overtime status, in which case the rate shall increase to the employee's regular hourly rate plus time and a half (1 ½). Overnight trips shall not exceed the maximum on-duty window of fifteen (15) hours. While employees may drive no more than ten (10) hours per workday, they shall be compensated for all on-duty hours up to the fifteen (15)-hour limit until their required off-duty rest period begins.
 - 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 no danger of exceeding the Department of Transportation's daily hours of driving, to ensure that the health, safety and welfare of staff and students 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.
- G. Unit Members will not typically be scheduled for over forty (40) hours per work week, and any such scheduling requires approval of the Business Manager/Assistant Superintendent for Business or comparable title.

ARTICLE 7 HOLIDAYS

- A. Twelve (12) month 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.

- | | |
|------------------------------------|--------------------------|
| ● Independence Day | ● Christmas Day |
| ● Labor Day | ● New Years' Day |
| ● Columbus/Indigenous People's Day | ● Martin L. King Jr. Day |
| ● Veterans Day | ● Presidents' Day |
| ● Thanksgiving Day | ● Good Friday |
| ● Day after Thanksgiving | ● Memorial Day |

- B. To be eligible for holiday pay, an Employee must have worked all hours for which they are 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 them 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 claiming illness as the cause of his/her being absent prior to or following a holiday, the District may request from them satisfactory proof of such illness to substantiate the claim of illness.

- C. Ten (10) Month employees will be paid five (5) hours pay for the following:

1. Columbus Day/Indigenous People's Day
2. Thanksgiving Day
3. Christmas Day
4. New Years Day
5. Martin Luther King, Jr. Day

ARTICLE 8 VACATION

- A. Twelve (12) month employees only shall receive the amount of vacation set forth below, provided they have completed the period of continuous employment prior to the date on which they take their vacation. For each week's vacation due, they, pursuant to the schedule set forth below, shall receive pay at their regular hourly rate for their regular weekly hours.

Period of Continuous Employment Prior to June 30

Amount of Vacation

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 then (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 (2) days (four [4]) 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 their 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. The 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. Twelve (12) month 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 dependent on the length of shutdown and vacation entitlement of individual employees, the applicable portion of all of each employee's vacation period. In the event the employee has taken their vacation prior to said shutdown said employee will not be compensated during the shutdown.

ARTICLE 9 LEAVES

A. Sick Leave

1. Twelve (12) month employees shall be allocated twenty (20) working days on July 1 of each year for the purpose of personal illness, compensated at the employee's hourly rate for the employee's standard work day.
2. Ten (10) month Benefit-Eligible employees shall be allocated thirteen (13) working days on September 1 of each year for the purpose of personal illness, compensated employee's hourly rate for the employee's standard work day.

3. Days Not Used:

Twelve (12) and Ten (10)-month 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 if the employee does not return to work in such following school year within one (1) month of their 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.
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. "Family" for this purpose is defined as a member of the employee's immediate family (as defined under Section B1 below).

B. Personal Leave/Personal Business Leave

1. Death in the Family- Time off will be granted to employees in the case of the death of the employee's spouse, child, parent, sibling, grandparents and grandchildren, including in-laws. 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 Assistant Superintendent for Business Services or similar title of their 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 employee shall be granted up to three (3) personal business leave days 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 the Superintendent's judgment, justify such an exception. The Superintendent is authorized to consider granting use for once-in-a-lifetime events that may extend a holiday or vacation period. These unique requests must be submitted, with the reason noted, to the Superintendent, prior to scheduling any travel arrangements.

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, at its discretion, may grant leaves of absence without pay for a period not to exceed one (1) year. To be eligible for said leave, an 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 they would if not on said leave, however, the full cost of said health insurance benefits will be paid by the employee.
5. If an employee requests personal business leave 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(c), 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 their designee. In the event this period should need to be altered any alteration shall be mutually agreed upon by the Superintendent or their 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 any time 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 (including family illness), Personal Business or Bereavement Days.

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. At a date to be determined, but within one (1) week of Columbus Day/Indigenous People's Day, each employee shall submit to the Transportation Supervisor their contract scheduled hours. An employee may choose to submit their contract scheduled hours before the bid date; if they do so, that will be deemed the employee's bid for that year. Final review will be communicated to the employee within three weeks of the bid date. If a run changes more than half (1/2) 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, family illness, personal business, or bereavement.

ARTICLE 10 EMERGENCY CLOSING DAYS

- A. Closings
For every emergency closing day (i.e., snow day), regular drivers and bus attendants will be paid for five (5) hours.
- B. Early Closing/Delays
All employees will be paid clock time only, no minimum guarantees. Drivers can punch-in up to 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 ANNUAL AWARDS

- A. Bus Attendants:
An annual continuity of service award of \$100 will be paid to bus attendants after completing one (1) or more years of service. The annual payment shall be paid after completion of the school year in June.
- B. Drivers:
Every driver, dispatcher, and laborer 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.
 - 1. The maximum award will be calculated at \$575 (prorated for all school days worked).
 - a. 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, \$57.50 shall be deducted from the sum total of the award for every month the employee is absent.

- b. Substitute drivers shall receive up to \$575 per year, prorated based on the amount of school days worked.
- 2. 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).
 - a. 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.
 - b. These monetary guidelines are determined by the total cost of damage to the school bus, and/or other vehicle or object(s) involved.
- 3. 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. The District shall submit the applicable amount of days as defined by the employee's ERS

tier days to the New York State Employees Retirement System for the purpose of 41-j Service Credit. Days accumulated above the 41(j) allotment up to two hundred and twenty (220) days will be paid as a non-elective employer's contribution at a rate of forty dollars (\$40.00) per day into the employee's 403(b) account.

2. Employees who 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, as defined by Article 14, Section B, shall be paid for all accumulated unused days up to two hundred and twenty (220) days as a non-elective employer's contribution at a rate of forty dollars (\$40.00) per day into the employee's 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 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

Coverage – Employee Contributions

Individual = 10% of premium

Family = 13% 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

Effective the earlier of January 1, 2026 or within sixty (60) days of ratification of this Agreement, the prescription drug program is the Three-Tiered plan offered through the Cooperative Health Insurance Fund of Central New York and known as 3T6 with edits, at the Retail Pharmacy rates of \$10 Generic (Tier 1) and \$20 Preferred (Tier 2) and \$35 Non Preferred (Tier 3) and 2 times (2X) those amounts, i.e. \$20 Generic (Tier 1) and \$40 Preferred (Tier 2) and \$70 Non Preferred (Tier 3) via mail order pharmacy for a ninety

(90) day supply. Notice to members of benefit changes will be made within sixty (60) days prior to the effective date of the change.

- 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 they would otherwise work, the following compensation: Ten (10) month employees will be paid five (5) hours at the regular contract rate; Twelve (12)-month 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 into 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 substitute drivers shall accumulate by their availability. For example, a substitute 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 Workers' Compensation leave.
3. Seniority shall accumulate for days when an employee is on compensable disability leave, or FMLA 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 paid administrative 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 (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 30 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 their previous classification, from a different classification, within the twenty-six (26) week election period.
 - a) The employee shall return to their 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 their 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 their previous classification only when an opening is available in the previous classification.

- b) The employee shall forfeit one (1) day of seniority in their 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 without a limitation on the number of times.

ARTICLE 17 SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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 from the date of the occurrence giving rise to the grievance, or within seven (7) working days from the date on which the Union, through its authorized representative, became aware of the occurrence.
 - 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 them 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. In the rare event that a member suffers a catastrophic illness and has depleted their use of sick bank days, the unit may in coordination with the District solicit members for a one-time contribution of additional days up to fifteen (15) days per unit member to be utilized by that member in need. The member's identity will be kept private as will as the donors. The additional days will be used to support the designated member only and will neither add to nor draw from the existing Sick Day Bank balance.

To qualify, the member will need to include sufficient medical documentation to show the nature and prognosis of their condition. Sick Bank time is solely and only available for the employee's own illness, injury, and/or condition and is not available for any reason for an illness or injury of a family member or other individual. The member's submitted medical documentation must also indicate the anticipated duration of the employee's potential leave from work, if known, and the employee must indicate the number of Sick Bank days they are requesting based on the supporting medical documentation. An employee's submission of a Sick Bank application form with supporting documentation shall be considered by the Sick Bank committee to be confidential.

ARTICLE 21 PERSONNEL FILE

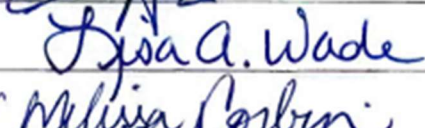
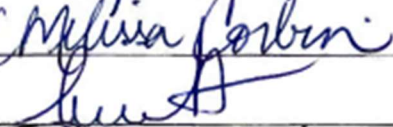
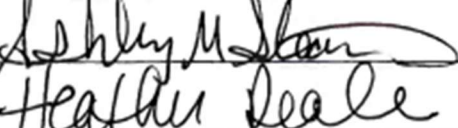
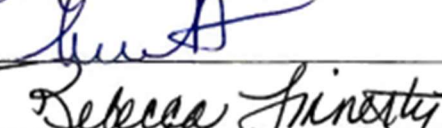
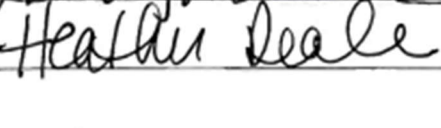
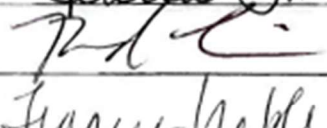
- A. There shall be a personnel file maintained in the Human Resources Department. Said file may be expected to contain all pertinent employment information relating to said employee, excluding confidential matters, e.g. pre-employment correspondence.
- B. In the event that the District elects to place an incident report in the employee's personnel file, the employee will initial said report signifying they were 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, 2025, and continue in full force and effect through June 30, 2028. 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 27 day of February, 2026.

Signatures

UPSEU Representation	F-M Representation
 President	
 Mary M. Hickey EXEC VICE PRES	 Lisa A. Wade
Antonella Rofilio, LRR	 Melissa Corbin
 Ashley M. Shaw	 Rebecca Tringali
 Heather Deale	 Tracy Noble

SCHEDULE A WAGE SCHEDULE

Probationary Rates			
Positions	2025-26	2026-27	2027-28
School Bus Driver	\$35.13	\$36.54	\$38.00
Trip Rate (85% of Driver Rate)	\$29.86	\$31.05	\$32.29
Laborer I *Driver Training Rate	\$24.35	\$25.32	\$26.33
Bus Driver Trainee	Minimum Wage	Minimum Wage	Minimum Wage
Bus Attendant/*Training Rate	\$19.77	\$20.56	\$21.38
Trip Rate (85% of Attendant Rate)	\$16.80	\$17.48	\$18.17
Dispatcher	\$32.84	\$34.16	\$35.52
Substitutes			
Bus Driver Substitute	\$29.95	\$31.15	\$32.40
Trip Rate (85% of Sub Driver Rate)	\$25.46	\$26.48	\$27.54
Bus Attendant Substitute	\$18.44	\$19.18	\$19.94
Trip Rate (85% of Sub Attendant Rate)	\$15.67	\$16.30	\$16.95
Permanent Rates			
Positions	2025-26	2026-27	2027-28
School Bus Driver	\$42.43	\$44.13	\$45.89
Trip Rate (85% of Driver Rate)	\$36.06	\$37.50	\$39.00
Bus Attendant/ *Training Rate	\$22.64	\$23.55	\$24.49
Trip Rate (85% of Attendant Rate)	\$19.24	\$20.01	\$20.81
Laborer/ *Driver Training Rate	\$28.78	\$29.93	\$31.12
Dispatcher	\$36.40	\$37.86	\$39.37
Substitutes			
Retired I Senior Bus Driver	\$42.43	\$44.13	\$45.89
Trip Rate (85% of Retired Driver Rate)	\$37.06	\$37.50	\$39.00
Bus Driver Substitute	\$35.02	\$36.42	\$37.87
Trip Rate (85% of Sub Driver Rate)	\$29.76	\$30.95	\$32.19
Bus Attendant Substitute	\$19.75	\$20.54	\$21.36
Trip Rate (85% of Sub Attendant Rate)	\$16.79	\$17.46	\$18.15
Retired Bus Attendant	TBD	TBD	TBD
Trip Rate (85% of Retired Attendant Rate)	TBD	TBD	TBD
*Training Rate applies to any District required training including meeting attendance and driving activities not associated with transporting students.			

MEMORANDUM OF AGREEMENT
between the
FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
And the
UNITED PUBLIC EMPLOYEES SERVICE UNION

WHEREAS, the Fayetteville-Manlius Central School District ("District") and the United Public Service Employees Union ("UNION") are parties to a Collective Bargaining Agreement ("CBA"), dated July 1, 2025 – June 30, 2028; and

WHEREAS, the parties hereto agree that the current CBA and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified: and

WHEREAS, unless otherwise noted, all changes shall be prospective from the ratification of this MOA;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The recitations of the facts and circumstances set forth in all the preceding "WHEREAS" clauses are expressly incorporated herein and form a part of the terms of the Memorandum of Agreement.

2. The District and the Union do hereby agree that effective upon the signing of this Agreement, the rate of pay for retired Bus Attendants shall be as follows:

2025-2026 - Twenty-two dollars and sixty-four cents (\$22.64) per hour

2026-2027 - Twenty-three dollars and fifty-five cents (\$23.55) per hour

2027-2028 - Twenty-four dollars and forty-nine cents (\$24.49) per hour

3. All parties agree that this Memorandum of Agreement does not alter or amend any provision of the CBA, nor will it create or establish a precedent for any other past or future matter or individual.

4. This Agreement may not be amended or otherwise modified without the express written consent of the parties.

5. Any term and condition not addressed in this Memorandum of Agreement will be governed by the terms of the CBA.

6. This Memorandum of Agreement constitutes the full and complete agreement of the parties regarding this matter, and may not be amended, modified, altered, or changed orally. No alteration or amendment shall be made without written consent of the parties to this agreement.

7. **IN WITNESS WHEREOF**, this Agreement has been executed this 15 day of December 2025.

For the District:



Dr. Craig Tice
Superintendent of Schools

For the Union:

Antonella Rotilio

Antonella Rotilio
Labor Relations Representative