

**An Agreement**  
**Between the Superintendent of**  
**Schools For the**  
**Marcellus Central School District**  
**And the**  
**Marcellus Transportation**  
**Employees Union**  
**July 1, 2022 – June 30, 2026**

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## **AGREEMENT**

The Agreement by and between the undersigned Superintendent of Schools of the Marcellus Central School District, Onondaga County, New York, hereinafter termed "District" and the Marcellus Transportation Employees Union, hereinafter termed "Union," is entered into in good faith by the parties hereto and shall be binding upon them for the term of this Agreement.

### **ARTICLE I RECOGNITION & DEFINITIONS**

#### **A. RECOGNITION**

The District recognizes the Union as the sole exclusive representative for the purposes of collective bargaining with respect to terms and conditions of employment, for all regular school bus drivers and, effective July 1, 2023, bus attendants. Excluded from recognition would be all other employees. This recognition is given in accordance with the applicable provisions of the New York State Public Employees Fair Employment Law.

#### **B. DEFINITIONS**

1. Regular School Bus Driver

Any employee meeting all the requirements for school bus operation who is assigned a regular bus route, regardless of the driving time or time of day. Regular School Bus Drivers shall be eligible to bid on runs in accordance with ARTICLE XXII.

2. Bus Attendant

Any employee who is appointed by the Board as a permanent bus attendant and assigned a regular bus route, regardless of the driving time or time of day. Bus Attendants shall be eligible to bid on runs in accordance with ARTICLE XXII.

3. Regular Bus Run

Any run that is regularly scheduled.

4. Midday Run

Bus runs began after the normal school day has started but before the normal school day ends. (i.e., AM kindergarten take home, PM kindergarten up, taking students to Job Sites, transferring BOCES students other than initial AM and final PM runs)

5. Shuttle Run

Bus runs that return athletes from off campus sports venues within the school district. (i.e., Marcellus Park, Ultimate Goal, Marcellus Soccer Fields, Lions Club Fields)

6. Summer Run

Bus runs needed from the end of the school year in June to the beginning of the school year in September.

7. Extra Trips

All Bus runs that are not bid on in the process defined in Article XXII. This would include sports trips, field trips, extra-curricular trips, or club trips.

- 8. UTC Marcellus  
Bus Subcontractor
- 9. Immediate Family

Immediate family includes spouse, domestic partner, children, parents, mother-in-law, father-in-law, grandparents, grandchildren, brothers, sisters, step parents, step children, guardians, and wards or any other dependent living in the household of the employee, or others at the discretion of the transportation supervisor.

**ARTICLE II  
UNION SECURITY - DUES CHECK-OFF**

A. DUES CHECK-OFF

The District agrees to deduct from the wages of all Union members, dues and other fees as certified by the Union upon presentation of dues deduction authorization cards signed by the individual employee. Dues will be collected in 20 equal installments starting with the second payroll each September and promptly transmitted by one check to the Union each payroll. The Union shall deliver to the superintendent by September 15 of each school year written notice of the amount of union dues if said amount is different from the previous year's dues and the Union will hold the district harmless if any errors and omissions occur.

B. PAYROLL DEDUCTION AUTHORIZATION FORM

Social Security Number \_\_\_\_\_  
 Last name \_\_\_\_\_ First name \_\_\_\_\_ M. I. \_\_\_\_  
 District name \_\_\_\_\_ Organization \_\_\_\_\_

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and to transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies as deducted and transmitted in accordance with this authorization and release the Board of Education and all of its officers and/or agents from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

C. HIRING ADDITIONAL PERSONNEL

When new employees are to be hired, the Union as well as other sources will be afforded the opportunity to send applicants for the job(s) and said applicants shall be given the same consideration as applicants from other sources. The District agrees to promptly furnish the Union with the name and address of each new employee hired into the union.

**ARTICLE III  
NON-DISCRIMINATION**

The District and the Union agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of race, sex, color, creed, nationality or membership in the Union.

**ARTICLE IV  
EMPLOYMENT SECURITY**

A. PROBATIONARY PERIOD

School bus drivers and attendants shall be subject to a probationary period of employment in accordance with the provisions of Civil Service Law. A school bus driver's and attendant's probationary period shall be extended due to absence, for any reason, in excess of 10 working days, by the number of calendar days absent.

B. NOTICE OF PERMANENT APPOINTMENT

School bus drivers and attendants whose effective date of employment is on or before September 15 shall receive notice of permanent appointment prior to August 1 via email or in writing. All other school bus drivers and attendants shall receive notice of permanent appointment via email or in writing not later than two weeks prior to the expiration date of their probationary period of employment.

C. SECTION 75 AND SECTION 76 PROTECTIONS

Any eligible permanent employee who is charged with misconduct or incompetency will be extended all the protections provided by Sections 75 and 76 of the Civil Service Law. The hearing will be held before a mutually agreed upon neutral party. The cost of the hearing officer will be shared equally by the District and the Union.

D. NOTICE OF DISCIPLINARY ACTION

The District agrees to notify the Union president via email or in writing if notice of disciplinary or discharge action, as identified in Section C above, is given to a school bus driver or bus attendant.

**ARTICLE V  
UNION STEWARD**

A. DESIGNATION OF STEWARD

The District recognizes the right of the Union to designate a steward and an alternate to serve in the absence of the regular steward.

B. AUTHORITY OF STEWARD

1. The authority of the steward or alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
  - b. The collection of dues when authorized by appropriate action of the Local Union.
  - c. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:
    - (1) have been reduced to writing, or
    - (2) if not reduced in writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the functions of the District.
2. The job steward and alternate have no authority to take strike action, or any other action interrupting the District's business.



3. The District recognizes these limitations upon the authority of the steward and the alternate, and shall not hold the Union liable for any unauthorized acts. The District, in so recognizing such limitations, shall have the authority to impose proper discipline, in the event the steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.
4. The steward shall be permitted to present and process mutually scheduled grievances during working hours without loss of pay, as long as these activities do not interfere with assigned driving time.

## **ARTICLE VI NO STRIKES**

In accordance with New York State Law, the Union hereby affirms a policy that does not assert the right to strike against the District, nor will it assist or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

## **ARTICLE VII SICK LEAVE**

### **A. EARNING OF SICK LEAVE**

1. During an employee's first year on the job, sick days will be advanced at the beginning of each new month of employment at the rate of 1.2 days per month.
2. After completing one year on the job sick days will be advanced at the beginning of each new work year on the basis of 1.2 days per month for each remaining month of that school year.
3. The District, at its discretion, reserves the right to request verification of any sick leave use. A doctor's note shall be required for any sick leave use of 5 consecutive days or more.
4. Employees that are hired on the first day of the month shall earn their full allotment of 1.2 sick days for that month. Employees that are hired on any day, other than the first day of the month, shall earn 1 sick day for that month regardless of the day they were hired. New employees must donate one sick day to the Sick Leave Bank regardless of the threshold established in Article VII(D).
5. If employed for the full school or fiscal year, an employee's total sick leave earned would be as follows: 10-month employees - 12 days.
6. Days of sick leave earned will be based on the employee's normal hours of a work day.
7. Unit members who drive or work as a bus attendant during the months of July and/or August shall receive one additional sick day for each month they work 10 or more days.

### **B. MAXIMUM ACCUMULATED SICK LEAVE**

Individual sick leave days may accumulate to a maximum of 200 days. However, any individual who reaches the maximum number of accumulated sick leave days shall be allowed, if necessary, to utilize his/her current year's credited amount prior to using any days from his/her sick leave accumulation of 200 days. In no event shall the days exceed 200 for cash out purposes.

C. TERMINATION OF EMPLOYMENT

An employee who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned will have the difference deducted from final pay.

D. SICK LEAVE BANK

1. Participation is mandatory.
2. One sick day will be donated at the beginning of the year by each member if the Sick Leave Bank falls below 90 days, except for new hires who shall contribute their first earned sick day at the time of hire, regardless of number of days in the bank.
3. Donated days shall carry over to the following year.
4. Sick Leave Bank days may only be used after a unit member's accumulated sick leave has run out. The maximum number of days any individual may use in any school year is 30. The maximum number of days a probationary employee may use is 15. Days cannot be used if an employee is on any disability.
5. Application to the sick leave bank shall be made to the Superintendent on the form mutually agreed upon by the Superintendent and the Union.

**ARTICLE VIII  
EMERGENCY FAMILY ILLNESS LEAVE**

A. EMERGENCY ILLNESS DAYS

For up to five days per year, absence occasioned by an emergency illness in the employee staff member's immediate family (see Article I, Section 8) shall be allowed. Absence occasioned by an illness (non-emergency) of the employee's spouse, domestic partner, child/step child or parents/step parents shall also be allowed as part of the same five-day allotment. Days can be taken beyond the five-day limit and shall be taken as sick leave.

Family illness leave may also be used for child rearing purposes under certain circumstances. Family illness leave used for child rearing purposes shall include:

- The birth of a certified staff member's child, within the first six weeks after birth.
- The adoption of a child by a certified staff member, within the first six weeks after the adoption.
- The fostering of a child by a certified staff member, within the first six weeks of foster care placement.

Unless the absence is related to illness of the certified staff member's immediate family, days for this purpose are restricted to the five-day limit.

B. NOTICE OF LEAVE

Reasonable notice of such emergency illness shall be given as soon as possible to the transportation supervisor or his/her designee.

**ARTICLE IX  
BEREAVEMENT LEAVE**

A. BEREAVMENT LEAVE DAYS

Absence occasioned by a death in the immediate family shall not be construed as sick leave. Bereavement leaves shall be allowed at full pay for up to five consecutive or non-consecutive days per death in the member's immediate family. Days must be taken within 52 weeks of the immediate family member's death.

B. EXTENSION

Any extension beyond these time limits shall be deducted from personal leave days. Bereavement for someone other than immediate family shall be deducted from personal leave days.

**ARTICLE X  
PERSONAL LEAVE**

A. PERSONAL LEAVE DAYS

For the transaction of personal business, there shall be an annual allotment of three workdays allowed at full pay. No reason shall be given for two of these days. The parties agree the purpose for taking personal leave shall conform to the reasons listed below.

B. NOTICE OF LEAVE

Reasonable notice of such leave shall be given as soon as possible. If the member provides at least two weeks' notice of such leave request, then the District shall respond within one week of the request. Permission must be granted by the Transportation Supervisor.

C. PERMISSIBLE USES

Personal leave may be used for: Own wedding; college graduation for self, spouse, son or daughter; taking son or daughter to college; legal transactions; court business; religious; fostering; child rearing; adoption or others at the discretion of the School Business Administrator.

D. RESTRICTIONS

1. Personal leave will not be approved for days immediately preceding or following a scheduled holiday period except in extraordinary cases where the need for such leave could not have been known in advance or where it could not have been scheduled during the holiday or at some other time.
2. Requests for days will be considered in light of daily transportation needs and may be denied on the basis of substitute bus driver availability.

E. UNUSED DAYS

Unused personal leave shall be added to the employee's accumulated sick leave.

**ARTICLE XI  
MILITARY SERVICE LEAVE**

Employees engaged in the performance of military duty shall be granted all benefits entitled to under military law.

**ARTICLE XII  
JURY DUTY**

A. NOTICE OF DUTY

Any employee called to jury duty or subpoenaed to appear in court, shall notify the transportation supervisor as soon as notice is received.

B. REQUEST FOR DEFERRAL

If necessary, employees may request the court to defer duty and appearance before the court to a more appropriate time. The superintendent of schools will support and confirm such requests when necessary.

C. COMPENSATION

Employees attending jury duty and appointed by the Board of Education to a regular or summer bus run shall receive their daily compensation pursuant to law in lieu of the jury duty stipend.

**ARTICLE XIII  
MATERNITY LEAVE**

A. CHILDBIRTH LEAVE

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from shall be treated as temporary disabilities for all job related purposes. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under health or temporary disability insurance plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Upon request of the Superintendent or his/her designee the opinion of the school physician may be required at both the beginning and termination of such leave.

B. CHILD REARING LEAVE

Child rearing leave may be applied for and granted for the purpose of child rearing after the birth of the child.

1. The employee must apply for the leave within six weeks after the birth of the child.
2. The leave shall extend for the remainder of the school semester in which the child is born and may be extended for the next two semesters as agreed upon by the employee and the Superintendent or his/her designee.
3. There shall be no compensation during this leave period.
4. Sick leave not used during childbirth leave shall be restored upon return to employment in the District.
5. Notification in writing of intent to return shall be submitted by April 1 and/or November 1 of the semester prior to the one in which the employee plans to return.

**ARTICLE XIV  
OTHER LEAVES OF ABSENCE**

A. LEAVE OF ABSENCE

In case of serious illness of a member of the employee's immediate family an employee may request in writing and be granted a leave of absence to care for a family member who is ill.

B. MAXIMUM DURATION

Said leave of absence shall be without pay and limited to two semesters.

C. RETURN FROM LEAVE

Upon return from leave, the employee shall be restored to his/her former position or to a position of like nature. Seniority status and sick leave will be restored at the level at which the employee left. The employee will go into the salary schedule in effect at the time of his/her return to employment.

D. REQUEST FOR LEAVE

1. Requests for leaves of absence for medical or other extenuating circumstances will be considered on an individual basis upon written notice submitted to the superintendent of schools subject to approval by the board of education. All approved leaves of absence shall be granted in writing with a copy sent to the Union representatives and the employee.
2. Requests for other unpaid leaves of absence shall be considered on an individual basis (including unpaid days before and after holidays and vacation periods) upon written request to the Superintendent or his/her designee subject to the availability of substitute drivers and only with prior approval of the Superintendent or his/her designee.
3. If the member provides at least two weeks' notice of such leave request, then the District shall respond within one week of the request.

**ARTICLE XV  
ANNUAL PHYSICAL EXAMINATIONS**

The District agrees to provide an annual physical examination as required for all employees in the union. Said examination may be performed by the District school physician at no cost to the employee or the employee may, at his/her option, use a private physician at his/her own expense. All school bus drivers shall be required to have an annual physical exam as a condition of employment. The examining physician must complete the exam form provided for such purpose. Such physical examination shall be in accordance with the requirements and criteria established and mandated by Article 19-A of the New York State Transportation Law.

**ARTICLE XVI  
SAFETY TRAINING COURSE AND MANDATORY TRAINING PROGRAMS**

A. SAFETY TRAINING COURSE

New employees who are required to take the NYSED Basic Course for Bus Drivers shall be compensated at the extra trip hourly driving rate for the actual hours in attendance at the course, plus two additional hours for travel. Time sheets and course completion certificate must be submitted to the District for payment.

B. MANDATORY TRAINING PROGRAMS

Mandatory training programs will be compensated at the driver's or attendant's hourly rate based on an estimated amount of time needed to complete the training. The School Business Administrator will determine the estimated time needed to complete the training. Proof of completion is required in order for drivers or attendants to be compensated.

**ARTICLE XVII  
STUDENT DISCIPLINARY HEARING**

When required by the Superintendent of Schools or his/her authorized designee bus drivers and attendants required to attend student disciplinary hearing will be paid at the current driver or attendant rate for time spent at said hearing provided the employee is not otherwise working.

**ARTICLE XVIII  
PAYROLL DEDUCTIONS**

The District will allow a payroll deduction to be deposited into any bank or Credit Union. Employees must specify the dollar amount of the deduction and bank choice to the business office as requested. Any changes can be made only two weeks prior to the first pay period at the second semester. A new employee shall be eligible to join the Credit Union within 30 days after receiving a contract run or during the first month of each semester after initial employment.

**ARTICLE XIX  
RETIREMENT**

A. RETIREMENT PLAN

The current retirement plan shall be 75-i.

B. ELIGIBILITY AND MEMBERSHIP

As an employee of the District, union members are eligible to become members of the New York State Employees Retirement System ("NYSERS"). Upon employment the employee shall contact the business office to fill out the necessary forms.

C. CONVERSION OF UNUSED ACCUMULATED SICK LEAVE

1. RSSL 41j Service Credit

Upon retirement, each unit member may choose, pursuant to Section 41j of the Retirement and Social Security Law (RSSL), to convert accumulated unused sick leave to retirement service credit up to the maximum allowed by law.

2. Sick Day buy-out for days above 41j Service Credit

Any accumulated unused sick days beyond the days that were submitted for 41j Service Credit, up to a maximum of 165 days, shall be paid upon retirement from the District at the rate of \$15 per day. Any accumulated unused days beyond 165 days shall be paid at the rate of \$45 per day, up to a combined maximum of 200 days.

3. Optional Sick Day buy-out for all days

For those members who choose to not use the 41j credit, or for those members who are not enrolled in the NYSERS and who meet the eligibility requirements

set forth in the Article and retires from the District, shall receive \$15 per accumulated unused sick days for the first 165 days, and shall receive \$45 per day for any accumulated unused sick days beyond 165 days, up to a maximum of 200 days.

4. Eligibility

To receive the above benefits, a minimum of 10 years of District service is required and the unit members must be eligible for retirement and retire under the NYSERS. Additionally, the unit member must notify the Superintendent in writing at least three months prior to the effective date of the retirement. At the Superintendent's discretion, the notice requirements may be waived for extenuating circumstances.

**ARTICLE XX  
INSURANCE**

A. ELIGIBILITY

All union members working 20 hours a week or more on a continuing basis will be eligible to participate in the District group insurance program.

Employees working fewer than twenty (20) hours per week, or employees whose hours were voluntarily reduced below twenty (20) hours per week are eligible to participate in the district's health insurance plan with the understanding that they are responsible for the full premium cost of the plan. The district retains the right to deny participation in the plan to those working fewer than twenty (20) hours upon notification to the union no less than six (6) calendar months prior to the date by which coverage will be terminated. The following conditions will apply to those working fewer than twenty (20) hours per week.

If the employee's wages are sufficient to collect premiums via payroll deduction, this will be the method of collection of premiums.

If the employee's wages are not sufficient to collect premiums via payroll deduction, employees will be billed on a monthly basis.

- a) Premiums are due by the first day of the month prior to the effective coverage period.
- b) Payments occurring beyond the due date will not be accepted, and coverage will end at the end of the month in which the payment was due.
- c) Employees working fewer than twenty (20) hours per week who were removed from the plan due to lack of payment will not be permitted to re-enroll in the plan.
- d) Termination of insurance coverage due to late payment may be waived at the discretion of the Superintendent.

B. HEALTH INSURANCE

The plan of benefits and the contribution of the District and the employee are as follows:

Health Insurance Premium	District pays	Employee pays
Individual Plan	95%	5%
Family Plan	87%	13%

C. PRESCRIPTION DRUG PLAN

Effective September 1, 2022, the co-pay obligations of each employee for the prescription drug rider to the District’s Health Insurance Plan will reflect the Three-Tiered payment structure offered through the Cooperative Health Insurance Fund of CNY at the rates of:

Drug Level	Retail <i>(30-day supply)</i>	Mail Order <i>(90-day supply)</i>
Tier 1 <i>(generic)</i>	\$10	\$20
Tier 2 <i>(preferred)</i>	\$25	\$50
Tier 3 <i>(non-preferred)</i>	\$40	\$80

D. LONG TERM DISABILITY, LIFE INSURANCE, DENTAL INSURANCE

1. Long Term Disability – Employee Only: District will pay 100%, Employee will pay 0%.
2. Life Insurance Equal to two times annual salary: District will pay 100%, Employee will pay 0%.
3. Dental Insurance – Individual or Family: District will pay up to \$150 per participant, Employee will pay the balance of the premium.

E. HEALTH INSURANCE -- RETIREMENT

Effective for those unit members who retire on or after the date the Board of Education ratifies this Agreement, the District will offer health insurance coverage into retirement under the following conditions:

1. The District will contribute up to \$3,600 per year for a maximum 10 year consecutive period.
2. A minimum 10-year service requirement to the district is required.
3. Normal requirement of district health insurance eligibility for coverage into retirement to be the same as an active employee.
4. The District contribution may be applied to either an individual or family plan. The retiree will be responsible for any additional costs to the District beyond the District contribution listed in number 1 above.
5. The employee must provide the District with 3 months’ notice in writing prior to retirement date.
6. The employee must retire from the District & TRS or ERS simultaneously and receive a pension annuity from the System.
7. Health insurance coverage into retirement for the individual does not include dental, life or disability insurance.
8. Union members will have the right to continue individual coverage when the above mentioned benefit ends. The retiree will then be responsible for the total premium.



F. FLEXIBLE SPENDING PLAN

The District shall provide a Flexible Spending Plan, in accordance with the provisions of Internal Revenue Service Code, Section 125. Such a plan shall include a premium payment account, an unreimbursed medical expenses account, and dependent care expense account.

**ARTICLE XXI  
SENIORITY**

A. CALCULATION OF SENIORITY

Seniority shall be based upon an employee's length of continuous uninterrupted service, under the employ of the District and/or U.T.C. at Marcellus. Seniority shall be measured from the last date of hire as a school bus driver or attendant by the District and/or U.T.C. at Marcellus and shall be reduced by any unpaid leave(s) of absence in excess of 10 days. A break in continuous service will result in a loss of seniority earned prior to the last date of hire.

B. SENIORITY RIGHTS

Seniority shall prevail at all times for layoff, recall and the awarding of runs resulting from annual bidding.

C. SENIORITY LIST

A seniority list containing the names of all union members, date of hire and accumulated service time shall be posted annually in the transportation center and a copy will be provided to the Union President.

D. LIST OF UNION MEMBERS

The District shall furnish the Union President, upon request, a list of union members, salaries, and hours by October 1 of each year and at the outset of negotiations.

**ARTICLE XXII  
JOB POSTING AND FILLING POSITIONS**

A. BID MEETING

Prior to the start of the school year and in conjunction with the 2-hour safety refresher course a meeting of the union will be held at which time contract runs will be bid on and awarded as follows:

1. A driver's or attendant's regular route consists of one or more run(s).
2. Run Categories:
  - a. A.M. - P.M.
  - b. Midday (example: Noon kindergarten or BOCES)
  - c. Late runs
3. Bidding for runs will be based on seniority as follows:
  - a. Driver or attendant will select from category 2(a).
  - b. Driver or attendant will then select from category 2(b) and category 2(c).
4. Any runs not selected after the first round of bidding will be available for a second round in accordance with the procedures of number 3 above.
5. After the second round is over any runs not selected will be assigned by the transportation supervisor.

6. Drivers and attendants may elect in writing to be represented by proxy. The proxy will bid on the absent driver's or attendant's runs in accordance with that driver's or attendant's seniority.
7. Drivers or attendants not present and not represented by proxy will be assigned runs at the end of bidding by the transportation supervisor.
8. The transportation supervisor will announce prior to the end of the school year the date of the meeting at which the bidding will take place. The meeting shall not be scheduled more than thirty (30) work days prior to the Labor Day Holiday.
9. Anyone losing a midday or late run prior to October 15 of each school year shall be able to bump the least senior driver or attendant with a similar type run providing such run fits into the bumping employee's existing schedule.
10. No other business shall be discussed until the bidding process is complete.

**B. VACANT OR NEW ROUTES**

1. Any route that becomes vacant or any route which is newly created during the school year will be posted for a period of five workdays. The bidding date and time will be noted on the posting.
2. Any driver or attendant who is interested in the newly posted run or any route that becomes newly available because of filling the initial posting is required to sign the new posting bid sheet. All subsequent runs will be filled by the driver or attendant who signed the original posted run. Drivers or attendants signing the original posting are only signaling their intent to consider a run change but are not obligated to do so.
3. The assignment of each run that becomes available under this section will be based on seniority. While seniority is applied the final decision as to the award of the run rests with the district, which will provide the reason(s) for the award which will be subject to grievance procedure.
4. Any driver or attendant shall be limited to only one bid that results in a run change for such employee during the school year unless otherwise approved by the district.
5. Drivers or attendants not present or not represented by proxy are not be eligible for the vacant or new route.

**C. DIMINISHED ROUTE**

1. Bumping will not be permitted when a route is diminished or increased.
2. For in-district runs, the run will be paid based on the hours assigned at the time the bid was awarded, and pay will not be diminished. Hours assigned to runs may be adjusted when the next bidding cycle occurs
3. Out-of-District runs will be paid based on the actual length of run. When a route is permanently diminished or extended based on student drop off locations, hours will be adjusted accordingly. There is no guarantee of hours paid.
4. For runs that are both in-district and out-of-district, the sections above will be applied to each respective portion of the run.

D. SUMMER RUNS

Summer runs shall be determined and scheduled as early as possible, each school year. Eligible drivers and attendants may bid on such runs as they are scheduled in accordance with the rules of this section.

Leave time afforded to members under Articles VII, VIII, IX, X, XI, XII, XIII and XIV is available to drivers and attendants who have been assigned a summer run. Drivers and attendants with a foreseeable need to be absent in excess of two or more days during July and August must make arrangements for coverage with a fellow driver or attendant prior to bidding on a summer run, and convey with their dates of absences and names of individuals providing coverage during their absence.

**ARTICLE XXIII  
ROUTING CHANGES**

The District agrees that prior to any changes in routing which may occur during the school year the driver or attendant involved will be notified in advance. The transportation supervisor will make every effort to meet with the union president the week prior to Board of Education meetings where routing changes will be presented for the Board's approval.

**ARTICLE XXIV  
DRIVER INFORMATION**

A. STUDENT INFORMATION

The District will furnish each driver with full information regarding the student passengers assigned to his/her route. Such information will include the names and addresses of each of his/her passengers as well as pertinent medical information (when known) for emergency use to the extent permitted by law.

B. STUDENT DISCIPLINARY ISSUES

The District agrees to give full cooperation and support to drivers encountering disciplinary problems with student passengers. Passengers who are disruptive or otherwise endanger the safety of the run by destructive behavior, shall be reported by use of the transportation discipline report to the transportation supervisor for action. Resident pupils attending out of District schools shall be reported to the transportation supervisor.

C. VOLUNTEER FIREFIGHTERS

Volunteer firefighters shall be permitted to answer fire calls without loss of time prior to the actual departure of the bus from the point of origin of the run. In such event a substitute driver will be utilized to take over the run. However, at no time will a volunteer firefighter be permitted to leave the bus once the trip is underway or in the absence of a qualified substitute driver.

**ARTICLE XXV  
EXTRA TRIPS**

A. ROTATION OF EXTRA TRIPS AND SHUTTLE RUNS

Extra trips shall be rotated on a fair and equitable basis among all the drivers in the union with as little interference as possible to a driver's regular routes. The District will assign extra trips in accordance with Sections B-D below and will decide when a layover is or is not required. Shuttle runs within the District will be assigned from a separate list in the same way as extra trips.

B. ELIGIBILITY

For a driver to be eligible to receive extra trips (s)he must sign an extra trip form. All extra trips will be posted a week in advance or as soon as possible. No extra trip shall be assigned more than 10 to 14 working days prior to the day the trip is to be made. Whenever possible, trips shall be assigned at least 48 hours prior to the trip.

C. SENIORITY

Trips will be awarded on a system of rotation and seniority among those applying. For example, if two drivers sign up for the same trip the driver who last received a trip will not be awarded this trip. In the event two or more drivers received their last extra trip for the same day the driver with the most seniority will be awarded the extra trip.

D. ASSIGNMENT

1. Drivers bidding on or assigned to extra trips may be, at the discretion of the Transportation Supervisor, required to forego the extra trip or their contract run. In the event no drivers bid on an extra trip and the Supervisor has extended an offer to substitutes without success the District reserves the right to assign a driver to the extra trip using an emergency wheel arranged from the least senior to most senior driver.
2. Split trips or one-way trips will require a minimum of 2 hours each way.

E. CANCELLED TRIP

If a driver or attendant shows up for an extra trip and the trip is cancelled without the driver or attendant receiving at least a ninety-minute notice, the driver and attendant shall receive one hour pay at the trip rate at their regular rate of pay as determined by Article XXVII(C).

F. EXTRA TRIPS

Payment for extra trips will be paid based on the following:

1. For actual driving time, including pre-trip, post-trip, pick up and drop off, drivers and attendants will receive their regular rate of pay as determined by Article XXVII(C).
2. For layover/non-driving time, drivers will be paid an hourly rate of \$21.00 in 2022-2023, \$22.00 in 2023-2024, \$23.00 in 2024-2025 and \$24.00 in 2025-2026. (Note change via MOA, approved by BOE 2/6/2023)

G. POSTING

Extra trip assignments shall be posted as awarded to each driver, on a chart to be displayed in the driver's room.

**ARTICLE XXVI  
SPECIAL ASSIGNMENTS**

A. OVERNIGHT LODGING

The District will make accommodations and pay for lodging for an employee who is required to stay overnight due to a special assignment.

**ARTICLE XXVII  
COMPENSATION**

A. WORK YEAR

1. Paid Time

Drivers and attendants will be paid their assigned number of hours for student days, holidays, and snow days. Drivers and attendants will be paid their rate, according to Appendix A (Rates of Pay), for attendance at training, road tests and monthly department meetings and meetings where attendance is mandatory.

2. Holidays

Paid Holidays include Columbus Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day. Bus attendant's paid holidays include the aforementioned as well as the day before and the day after Christmas.

B. EXCESS WORK HOURS

1. Any hours worked in excess of the above will be paid at the employee's regular hourly rate unless overtime applies.

2. Wages shall not be annualized. Employees shall be paid for actual hours worked. Time sheets shall be required for all hours worked.

C. SALARY SCHEDULE

1. Regular Rates of Pay

For the July 1, 2022 - through the June 30, 2026 contract period, rates shown in Appendix A shall apply. For purposes of step placement, new, permanently

appointed Regular School Bus Drivers will begin on Step 1 and advance one step every July 1 thereafter. For Regular School Bus Drivers hired prior to July 1, 2018, step placement will be determined by their years of service beginning from the date they were appointed as a Regular School Bus Driver.

**ARTICLE XXVIII  
GENERAL ITEMS**

A. SANITARY FACILITIES

The District shall provide and maintain adequate washroom and toilet facilities for both male and female employees at the bus garage. Soap, towels, washing facilities and all other necessary items shall be supplied by the District for the employees' use.

B. LICENSES

The District will reimburse all drivers within the Union for the difference in cost between a New York State regular operator's license and a New York State commercial driver's license. (CDL) Reimbursement will be made following the driver's submission of a valid receipt from the Motor Vehicle Department showing the cost of the CDL.

**ARTICLE XXIX  
GRIEVANCE PROCEDURE**

A. ESTABLISHMENT OF PROCEDURE

The parties hereto agree that the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the school system, and therefore establish this procedure to secure equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisals, and by which the District and its employees are afforded adequate opportunity to resolve disputes without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. PROCEDURE

In accordance with the foregoing should differences arise between the District and the Union as to the interpretation or application of any of the provisions contained in this Agreement the following procedure will take place:

1. Step 1 (Superintendent)

The Union or employee(s) having the grievance shall first present the grievance through their shop steward to their immediate supervisor. If the grievance cannot be resolved verbally at this point the steward shall submit within five days the grievance in writing to the Administration stating the specific provision of this Agreement that is alleged to be in violation. If a satisfactory settlement is not affected between the Administration and the steward within 10 days the issue shall be submitted to the superintendent of schools. If not resolved by the superintendent within 10 days the Union may appeal to the Board of Education.

2. Step 2 (Board of Education)

The Union's field representative and the Board of Education shall meet within 10 days after the filing of the formal written appeal from Step 1 and shall discuss and attempt to resolve the dispute. If the issue cannot be satisfactorily resolved at this Step it may be referred to the American Arbitration Association for the purpose of reaching a settlement through

3. Step 3 (Arbitration)

a. If no settlement is reached through the procedures of Step 2 either party shall have the right to refer the issue to binding arbitration. This step must be taken within 15 working days following the meeting with the Board.

b. The party desiring to pursue the issue further to arbitration shall notify the other party of its intention to arbitrate the dispute. Failure to observe the time limitations contained herein shall constitute a waiver of the right to arbitrate the matter in dispute.

c. The arbitrator shall have no power to add to, modify, subtract from or otherwise alter the provisions of this Agreement and shall be limited to resolving the issue within the intended interpretation and/or application of the provisions of this contract.

d. The expense of the arbitration proceeding shall be shared equally between the District and the Union. Each party shall however, bear its own legal expenses.

**ARTICLE XXX  
VISITATION**

The Union through its representatives shall have the right to visit the District and transportation center to discuss Union business with members of the Union provided proper notice is given and there is no interference with the operation of the transportation department.

**ARTICLE XXXI  
EXCLUSIVITY OF AGREEMENT**

The District agrees that this Agreement constitutes the primary instrument for establishment of wages, hours of work and other conditions of employment for employees in the union and therefore will not negotiate directly or individually with any employee(s) covered by this Agreement. No employee shall make any written or verbal agreement that will conflict with the provisions of this Agreement.

**ARTICLE XXXII  
HEALTH AND SAFETY**

The parties agree to accept one representative from the union to serve on the District Safety Committee. This representative shall be selected by the union.

**ARTICLE XXXIII  
CONFORMITY TO LAW**

A. SUBJECT TO FEDERAL AND STATE LAWS

This Agreement shall be subject to and subordinated to any present and future federal and state laws and the invalidity of any provisions of this Agreement by reason of such existing or future law shall not affect the validity of the surviving portions.

B. SURVIVABILITY

If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

C. RENEGOTIATION OF INVALID PROVISIONS

In the event of a determination pursuant to Sections A and B above, the District and the Union will meet within 30 calendar days for the purpose of negotiating a lawful alternative provision for only such affected provision(s).

**ARTICLE XXXIV  
MANAGEMENT RIGHTS**

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the District in regard to the operation of its work and business and the direction of its work force which the District has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the District.

**ARTICLE XXXV  
DURATION**

This Agreement shall be dated July 1, 2022 to June 30, 2026, and shall remain in full force and effect until amended or replaced.

Negotiations on a successor Agreement will commence between January 15 and March 15, 2026, unless the parties mutually agree to other dates.

**ARTICLE XXXVI  
TAYLOR LAW REQUIREMENT**

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.

FOR THE DISTRICT:



Michelle L. Brantner  
Superintendent

2/9/2023  
Date

FOR THE UNION:



Amy MacNabb-Warren  
MFEU President

2/9/2023  
Date



**APPENDIX A RATES OF PAY  
SCHOOL BUS DRIVERS**

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	25.17	25.33	25.51	25.74
2	26.17	26.33	26.51	26.74
3	27.17	27.33	27.51	27.74
4	27.35	28.33	28.51	28.74
5	27.53	28.51	29.51	29.74
6	27.71	28.69	29.69	30.74
7	27.89	28.87	29.87	30.92
8	28.07	29.05	30.05	31.10
9	28.25	29.23	30.23	31.28
10	28.43	29.41	30.41	31.46
11	28.61	29.59	30.59	31.64
12	28.79	29.77	30.77	31.82
13	28.97	29.95	30.95	32.00
14	29.15	30.13	31.13	32.18
15	29.33	30.31	31.31	32.36
16	29.51	30.49	31.49	32.54
17	29.69	30.67	31.67	32.72
18	29.87	30.85	31.85	32.90
19	30.05	31.03	32.03	33.08
20	30.23	31.21	32.21	33.26
21	30.41	31.39	32.39	33.44
22	30.59	31.57	32.57	33.62
23	30.77	31.75	32.75	33.80
24	30.95	31.93	32.93	33.98
25	31.13	32.11	33.11	34.16
26	31.31	32.29	33.29	34.34
27	31.49	32.47	33.47	34.52
28	31.67	32.65	33.65	34.70
29	31.85	32.83	33.83	34.88
30	32.03	33.01	34.01	35.06
31	32.21	33.19	34.19	35.24
32	32.39	33.37	34.37	35.42
33	32.57	33.55	34.55	35.60
34	32.75	33.73	34.73	35.78
35	32.93	33.91	34.91	35.96
36	33.11	34.09	35.09	36.14

**APPENDIX A RATES OF PAY  
BUS ATTENDANTS**

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	16.71	17.38	18.06	18.76
2	16.71	17.38	18.06	18.76
3	16.71	17.38	18.06	18.76
4	16.71	17.38	18.06	18.76
5	16.88	17.55	18.24	18.95
6	16.88	17.55	18.24	18.95
7	16.88	17.55	18.24	18.95
8	16.88	17.55	18.24	18.95
9	16.88	17.55	18.24	18.95
10	17.04	17.73	18.42	19.14
11	17.04	17.73	18.42	19.14
12	17.04	17.73	18.42	19.14
13	17.04	17.73	18.42	19.14
14	17.04	17.73	18.42	19.14
15	17.21	17.90	18.60	19.32
16	17.21	17.90	18.60	19.32
17	17.21	17.90	18.60	19.32
18	17.21	17.90	18.60	19.32
19	17.21	17.90	18.60	19.32
20	17.38	18.08	18.78	19.51
21	17.38	18.08	18.78	19.51
22	17.38	18.08	18.78	19.51
23	17.38	18.08	18.78	19.51
24	17.38	18.08	18.78	19.51
25	17.55	18.25	18.96	19.70
26	17.55	18.25	18.96	19.70
27	17.55	18.25	18.96	19.70
28	17.55	18.25	18.96	19.70
29	17.55	18.25	18.96	19.70
30	17.71	18.42	19.14	19.89
31	17.71	18.42	19.14	19.89
32	17.71	18.42	19.14	19.89
33	17.71	18.42	19.14	19.89
34	17.71	18.42	19.14	19.89
35	17.88	18.60	19.32	20.07
36	17.88	18.60	19.32	20.07

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**Marcellus Central School District**

**AND THE**

**Marcellus Transportation Employees Union**

This Memorandum of Agreement ("Agreement") is entered into on this 17th day of January, 2023 by and between the Marcellus Central School District (the "District") and the Marcellus Transportation Employees Union (the "Association") (collectively the "Parties") for the purpose of amending the hourly rate paid during layover time when performing extra trips.

**RECITALS:**

**WHEREAS**, the District and Association are parties to a Collective Bargaining Agreement (CBA), dated July 1, 2022 to June 30, 2026; and


**WHEREAS**, Article XXV(F)(2) of the CBA establishes that for layover/non-driving time, drivers will be paid an hourly rate of \$21.00 in 2022-2023, \$22.00 in 2023-2024, \$23.00 in 2024-2025 and \$24.00 in 2025-2026; and

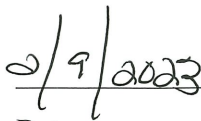
**WHEREAS**, the Parties recognize that following completion of negotiations there was uncertainty regarding accuracy of the tentative agreement as it pertains to the agreed upon rate for layover/non-driving time.

**NOW THEREFORE**, the District and Association hereby agree:


1. Effective July 1, 2022 Article XXV(F)(2), EXTRA TRIPS will be amended to read, "For layover/non-driving time, drivers will be paid an hourly rate equal to 80% of the driver's regular rate of pay as determined by Article XXVII(C)."
2. Wages paid to employees for these services will be adjusted retroactively to July 1, 2022.
3. The Parties agree that they have fully negotiated the above terms and the parties will not pursue any grievance, arbitration demand, complaint, charge, lawsuit, or challenge of any type raising issues and addressed above, other than those which relate to enforcement of the terms of this Memorandum of Agreement.
4. This agreement is subject to approval by the Board of Education.

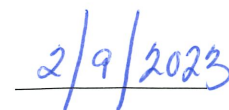
FOR THE DISTRICT

  
\_\_\_\_\_  
Michelle Brantner, Superintendent

  
\_\_\_\_\_  
Date

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Amy MacNabb-Warren, Association President

  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter the “Agreement”) is made by and between: (i) the **MARCELLUS CENTRAL SCHOOL DISTRICT** (hereinafter the “District”); (ii) the **MARCELLUS MECHANICS/MECHANICS HELPERS UNION** (hereinafter collectively referred to as the “Mechanics Union”); and (iii) the **MARCELLUS TRANSPORTATION EMPLOYEES UNION** (the “Transportation Union”) (collectively the “Parties”).

### RECITALS

- A. The Mechanics Union is the sole and exclusive bargaining agent for mechanics and mechanics helpers in the District.
- B. The Transportation Union is the sole and exclusive bargaining agent for transportation employees in the District.
- C. Article VII(D) of the Collective Bargaining Agreement between the Transportation Union and the District (the “CBA”) establishes a sick bank and includes provisions regarding the availability of sick bank leave for members of the Transportation Union who exhaust their accrued sick leave.
- D. The Labor Agreement between the District and the Mechanics Union does not contain provisions that permit members of the Mechanics Union to access sick bank when they have exhausted their accrued sick leave.
- E. The Parties wish to enter into this Memorandum of Agreement to permit members of the Mechanics Union to access the sick bank established in Article VII(D) of the CBA, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual undertakings and covenants set forth herein, the Parties hereby stipulate and agree as follows:

**AGREEMENT**

1. Employees in the Mechanics Union shall be entitled to access the sick bank established in Article VII(D) of the CBA, subject to the terms and conditions set forth herein.

2. Employees in the Mechanics Union may draw from the sick bank up to 50% of the affected employee's total sick days remaining on June 30th of the previous school year, or up to 30 days, whichever is less. Sick Leave Bank days may only be used after a unit member's accumulated sick leave has been exhausted. Sick Leave Bank may only be used for the employee's own personal illness or injury.

3. Upon the execution of this Agreement, each employee in the Mechanics Union shall contribute one (1) day to the sick leave bank.

4. Application to the sick leave bank shall be made to the Superintendent of Schools on the same form used for such purpose by Transportation Union employees. The Superintendent of Schools shall have the final authority to determine whether or not a unit member may access sick bank.

5. The leave authorized herein may be taken once per illness/injury and must be taken on a concurrent basis. The leave authorized herein may not be taken on an intermittent basis.

6. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same Agreement. Signatures by .pdf or facsimile shall be deemed originals for purposes of this Agreement.

7. This Agreement shall not become effective until fully executed by the respective Parties and ratified by the District's Board of Education.

8. This Agreement shall sunset on June 25, 2025 unless earlier extended by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the

18 day of APRIL, 2023.

The Mechanics Union

Union President

(Date)

Marcellus Central School

Michelle Brantner  
Superintendent of Schools

(Date)

The Transportation Union

Union President

(Date)