

MEMORANDUM OF AGREEMENT

Marion Central School District,

- and -

Marion School Unit 9104, Wayne County Local 859

CSEA, Inc., Local 1000, AFSCME, AFL-CIO

This Agreement is entered into by and between the Marion Central School District (the "District") and the Marion School Unit 9104, Wayne County Local 859, CSEA, Inc., Local 1000, AFSCME, AFL-CIO (the "Association"), (collectively referred to as the "Parties").

Whereas, the Association and the District are parties to a 2023-2027 collective bargaining agreement (hereinafter referred to as the "CBA"); and

Whereas, the Parties current contract does not set specific working hours for covered employees with the assignment of hours and scheduling of those hours being left to the discretion of the Superintendent, or their designee; and

Whereas, the Parties recognize that from time to time and in certain circumstances the needs of the District require the Superintendent to modify the number of hours or specific schedule an employee is required to work; and

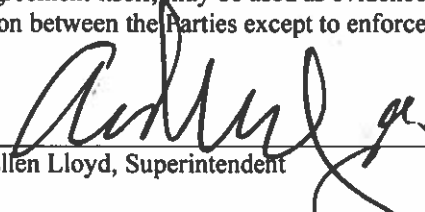
Whereas, the Parties wish to acknowledge an alternative work schedule that the Superintendent has at certain times and in certain circumstances implemented; and

Whereas, the Parties further wish to acknowledge the mechanics of an alternative work schedule in the event same is implemented by the Superintendent.

Now, therefore, the Parties agree as follows:

- 1) During the 2023 – 2024 fiscal year the Superintendent will implement an alternative work schedule whereby the workday for twelve (12) month employees shall be reduced by one hour-thirty minutes (1:30) during Summer Vacation (July 3, 2023 to August 25, 2023, inclusive), during the District's Winter Recess (December 22, 2023 to January 2, 2024, inclusive), President's Day Recess (February 19, 2024 to February 23, 2024, inclusive) and Spring Recess (March 29, 2024 to April 8, 2024, inclusive).
- 2) The implementation of the alternative work schedule shall not cause the affected employees' pay or other benefit credits to be reduced during the time(s) the alternative work schedule is observed.
- 3) During the time(s) the alternative work schedule is observed, leave days taken by an employee will be subtracted from that employee's accrued leave time on a prorated basis (example: if an employee takes an entire modified work day as leave their appropriate leave account would be reduced by one day with a similar result for taking $\frac{1}{2}$ or $\frac{1}{4}$ of the modified work day).
- 4) The Parties agree and understand that the Superintendent's implementation of the alternative work schedule is within the sole discretion of the Superintendent and shall be reviewed on a year to year basis to determine the needs of the District as relates to the alternative work schedule.
- 5) Nothing herein shall be considered or construed as setting a precedent or past practice upon which either Party may rely for any matter now or in the future, nor shall this agreement be construed in any matter as changing or altering the terms of the CBA or the Parties respective rights or authority under the CBA, except as expressly set forth herein.
- 6) Nothing in this agreement, nor the agreement itself, may be used as evidence in any proceeding by either party in support of any practice or obligation between the Parties except to enforce the terms of this agreement.

Dated: 9/26/23.


Dr. Ellen Lloyd, Superintendent

Dated: 9/18/23


Kim Wemesfelder, CSEA President

Dated: 9/15/23


Paul Markwitz, CSEA Labor Relations Specialist