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Agreement

between the

MARCUS WHITMAN CENTRAL
SCHOOL SUPERINTENDENT

and the

MARCUS WHITMAN
BUS DRIVERS' ASSOCIATION

July 1, 2005 to June 30, 2009

This agreement is made and entered into this 30th day of June, 2005,
by and between the Marcus Whitman Central School Superintendent
(hereinafter referred to as Superintendent)
and the Marcus Whitman Bus Drivers' Association
(hereinafter referred to as the Association).

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ARTICLE I
Recognition

The Marcus Whitman Central School Board of Education, having determined that the Marcus Whitman Bus Drivers' Association is supported by a majority of the bus drivers, hereby recognizes the Marcus Whitman Bus Drivers' Association as the exclusive negotiating agent for the bus drivers, substitute bus drivers and bus monitors in such unit.

Such recognition shall extend for that period of time determined under the Taylor Law.

ARTICLE II
Negotiations

- A. At a mutually agreed time in the year the contract expires, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded 120 days prior to the last day of the school year, either party may request the use of mediation. The parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement.
- B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside school district. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority; to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III
Dues Deduction

The District will deduct for the Association after receipt of a signed individual dues authorization card. Dues shall be deducted in equal amounts ending with the last paycheck in June. Dues will be transmitted monthly to the Association treasurer.

The Association shall indemnify and protect the District against any liability or claim which may arise by reason of the District's compliance with this article.

ARTICLE IV
Benefits for the Bus Drivers
All substitutes are excluded from benefits.

- A. Health Related Leave, Serious Family Illness or Death
 - 1. Full time employees shall be granted 12 days per year at full pay for health related reasons (personal illness, death or serious illness in the immediate family). Unused days will accumulate from year to year.

2. Management reserves the right to ask for a doctor's certificate for any such day or days used and, in any case where the employee is absent for a period of ten (10) days.
3. To be paid for a health related day, the employee must notify the Transportation Supervisor or designee as soon as reasonably possible in accordance with Article V, Wages and Salaries, Section M. Drivers Requesting Substitutes. The designated management officials may be contacted at their home in a proper situation.
4. Employees who are hired after the beginning of a school year will be granted sick days pro rata commensurate with the proportion of the school year worked.
5. A driver may accumulate unused health related leave days from year to year. In a case where an employee has exhausted health related and other days, and the employee requests to use additional days; the Board of Education, in its discretion, may extend the health related leave with pay.
6. The employee may reserve the right to use the accumulated health related days for retirement credit, if that option is available to the employee.
7. Upon retirement, a unit member will receive credit for each accumulated health related leave sick day (sick leave day) at the rate of \$100 per day for those days over 165 or if the unit member does not apply any of the days to the NYS Employees Retirement Benefit those days under 166 will also apply to the total. This credit may be used for health insurance payments during retirement through the District Office or may be received as a cash payment.

B. Personal Days

Three (3) personal days will be granted for personal business and will not be deducted from sick or family days. Personal days may be accumulated up to five (5) in a year.

Unused personal days will be applied to the accumulated sick days, at the beginning of the succeeding year.

Employees who are hired after the beginning of a school year will be granted personal leave days pro rata commensurate with the portion of the school year worked.

C. Jury Duty

An employee called for jury duty shall receive his full day's pay from school and the expense money paid by the county, remuneration from the county will be turned over to the school district. (Remuneration will not exceed a day's pay.)

D. Leave of Absence

An unpaid leave of absence may be granted at the discretion of the Board of Education.

If approved, the employee will retain her/his seniority with regard to years of service for the District completed. However, the period of absence will be subtracted from the employee's seniority with regard to years of service for the District. There is an exception to this rule, under which if a unit member is granted an unpaid leave of absence for medical reasons, up to one-half year of this unpaid leave for medical reasons may be counted and added in for seniority purposes with regard to bidding on regular routes, extra trips and the like, however, this period would not be counted toward the unit member's retirement credit nor credited for seniority for purposes of any layoff or recall purposes.

At the conclusion of this leave, he or she may return to a similar run. Any driver on leave of absence will not be given a full time driving assignment during the leave time.

E. Medical Insurance

1. Each unit member who enrolls or who is enrolled in the district's health insurance plan is required to contribute 3% of the cost of the plan. The District will pay the remainder of the cost for eligible unit members. Unit members hired after July 1, 2005, will pay the percentage of the premium according to the following chart:

2005-06	2006-07	2007-08	2008-09
5%	5%	7%	7%

2. Each unit member is eligible to establish a Flexible Spending Account.
3. An employee may elect to opt out of the health care plan and that employee will receive \$1,500 in lieu of the family plan or \$750 in lieu of the individual plan. This amount shall be pro-rated for any partial year. This election to opt out will operate unless a qualifying event occurs under which the employee is eligible to rejoin the plan. Payment shall be made bi-weekly, semi-annually or at the end of June.
4. Where a husband and wife are employed by the District, the District will only be obligated to provide and pay for one family health insurance premium. The District will not be obligated to provide and pay for individual or family insurance coverage for the other spouse.
5. In addition to the foregoing health insurance, the District will contribute to the Direct Reimbursement Dental Program the same amount per employee per year as other employees in the District for dental coverage. The eligible employee will pay for the family coverage premium at the rate set by the Committee who administers the Direct Reimbursement Dental Program.
6. The District shall continue to provide the same health and dental benefits to the Bus Drivers as it does to other employees in the District.

F. Child Care

Leave without pay for childcare purposes will automatically be granted when in conjunction with the birth of a child or in the case of adoption of an infant under five (5) years of age.

The duration of such leave shall be up to a maximum of one (1) school year.

The bus driver must notify the District at least thirty (30) days prior to the date of commencing such leave.

The employee will retain her/his seniority with regard to years of service for the District completed, however, should the leave of absence be for one-half of the school year or more, the period of absence will not be added to the employee's seniority with regard to years of service for the District.

G. Association Day

The Association President and/or designee, shall be granted any combination of five (5) workdays for the purpose of conducting association business upon advance notification to the Transportation Supervisor.

H. NYSUT Benefit Trust

The District shall check off and remit payments to the NYSUT Benefit Trust, upon submission of a signed authorization to the payroll office for any unit member. Such signed authorization shall be discontinued at the end of its term upon written notice from the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the Marcus Whitman Bus Driver's Association with a list of all unit employees from whose salaries such deductions have been made.

The Marcus Whitman Bus Driver's Association and NYSUT and each member agree to hold the District completely harmless for any and all claims which might result in the District's implementation in this provision.

I. Incidental Costs

The District agrees to pay for the cost of fingerprinting and initial drug screening, including split sampling, for any newly hired bus drivers.

The District will pay one hour extra of unit member's hourly rate for drug testing, no matter when the unit member is sent.

The District agrees to pay the difference between a non-CDL and a CDL-B.

Should the bus driver leave the employ of the District within one year after appointment, s/he will be obligated to refund the entire cost of the commercial driver's license to the District.

J. Health Related Short Term Leave of Absence

Unit members may apply to the Superintendent for short term leaves of absence without pay. It is understood that if such a leave is granted by the Superintendent, all applicable health and dental coverage will remain in effect for leaves of one (1) month or shorter.

K. Sick Leave Bank

1. The bank can be accessed only when there is a catastrophic illness/injury to a unit member. The bank cannot be used for an illness/injury to the member of the unit member's household or family.
2. A unit employee must be employed by the District for more than one (1) year in order to attempt to use the bank.
3. A unit member must exhaust all sick leave and accumulated sick leave prior to making use of the bank.
4. A bank of sick leave days may be taken up by Officers of the Association from unit members who choose to donate sick leave time to the injured/ill unit member.
5. A unit member can donate up to no more than 2 days to the bank. Each bank can have no more than 50 days donated.
6. A committee is to be established of 1 member appointed by the Union President and 1 member appointed by the Superintendent to administer the bank.

L. Section 105 Plan

The District agrees to establish a medical expenses reimbursement plan under Section 105 of the U.S. Internal Revenue Code for the benefit of unit members. Effective January to December each year, the District agrees to contribute \$300 to each full time unit member's medical expense reimbursement account. Part-time employees will be pro-rated. Employees must work for the District for a year before the benefit takes effect. The District shall pay the cost of plan administration. The Plan shall allow unit members to carry/over any balance in their account into retirement. If a unit member is making her/her own contributions into a medical expense reimbursement account, such money will be used prior to using the District's contribution. Unit members will submit receipts when they wish to receive reimbursement from this Plan. Reimbursement will not be automatic.

ARTICLE V

Wages and Salaries

A. Regular Double Run Salaries

Regular double run salaries will be based on a 183 work day year and minimum 4-1/2 hours per day. A day consists of 4 hours driving and ½ hour pre, post trips, cleaning, fueling, etc. of bus.

Wage increases for returning unit members in each year of the contract shall be as follows:

2005-06 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic salary/wage rate paid in 2004-05.

2006-07 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic wage rate paid in 2005-06.

2007-08 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic wage rate paid in a 2006-07.

2008-09 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic wage rate paid in a 2007-08.

B. Emergency Closings

In the event of an emergency closing during a school day, you will be expected to report to work. If school is closed for the entire day, you will not be required to report to work. If student days are required to be made up to reach the 183 days, you will be required to work without additional compensation.

C. Kindergarten students who are on afternoon regular run

The District agrees to add fifteen (15) minutes per work day of additional time to the current time for regular runs for those drivers who are required to pick up and deliver kindergarten students.

D. Establishment of All Run Salaries

1. Increases for runs for the current school year will be based on the previous year's base salary of the returning driver. The increase will be the same as regular double runs.
2. Determination of salary for the runs will be made by October 15 of the current school year and is retro-active back to the first day of school. New runs will be paid according to the hourly rate of a beginning double run salary.

If a run is shorter or longer than the previous year and consumes less or more time, the rate will vary accordingly and will be determined at a meeting between the driver and the Transportation Supervisor. The driver may be accompanied by not more than three other members of the Association at such a review meeting.

E. Substitute Driving Pay

Single run - \$19.45
Double run - \$30.00

A substitute bus driver will be paid the starting driver's hourly salary for training, drug testing, 21st century, extra trips or a regular driver's run that is longer than a double.

Example:
Starting Salary \$12.37 per hour

Double	\$30.00
<u>½ hour</u>	<u>6.19</u>
Total	\$36.19

F. Pay for Extra Trips
Drivers will be compensated at their regular hourly rate.

G. Overnight Trips
Drivers will be paid at the trip rate for overnight trips. The computation of hours will include an eight-hour deduction for the appropriate time the driver would be sleeping. The driver will be provided a single room.

In addition, the driver may receive up to \$32.00 for meal reimbursement for an overnight trip. The driver, prior to receiving reimbursement from the District, must submit bills and receipts.

H. Pay for Training Time, Conference Time

1. Training Time

- a. Starting upon ratification, the District will pay a driver at the current hourly rate for time worked in bus driver training (i.e. two, two-hour required training courses), including safety meetings.
- b. Upon the approval of the Transportation Supervisor for training at an out of district site, the District will pay for travel time from the District facilities to the training site at the current hourly rate. If a driver must use a personal vehicle for travel and no district vehicle is available, reimbursement for mileage will be paid at the IRS Rate.

2. Conference Time

- a. If a driver is called to a conference or meeting by the Transportation Supervisor or by the administration, the District agrees to pay at the driver's regular hourly rate in 15-minute intervals.
- b. A driver will not be paid for routine or incidental conversation with the Transportation Supervisor or administration with regard to the job.

I. Starting Hourly Salary

2005-06	2006-07	2007-08	2008-09
\$12.37	\$12.62	\$12.87	\$13.13

J. Longevity Payments/Career Increment Payments

Each full time unit member shall receive the following cumulative longevity payments:

After completion of five years	\$450
After completion of ten years	\$625 (for a total of \$1,075)
After completion of fifteen years	\$725 (for a total of \$1,800)
After completion of twenty years	\$825 (for a total of \$2,625)
After completion of twenty-five years	\$975 (for a total of \$3,600)

Current unit members Linda Walker and Richard Shoemaker would receive an additional \$1,300 upon completion of 30 years of service

K. Regular Drivers Who Transport Students in the Summer

Bus Drivers who transport students to summer school classes will be compensated at their regular contract rate of pay, pro-rated for the actual hours worked (for example, on an annual contract of \$8,815 based on 183 work days would equal \$10.70 per hour).

L. Drivers Requesting Substitutes

Drivers must call the Transportation Supervisor according to the following schedule:

A.M. Runs: No calls after 10:00 p.m.
No calls before 5:00 a.m.
Calls should be made at least one hour prior to start time of your run

P.M. Runs: No calls after 12:30 p.m.

If a driver does not call in and is not at a bus garage at the time she/he regularly leaves on her/his run, a substitute will be called and the hourly run rate will be deducted from the driver's salary. If a driver arrives after the substitute has been called, the hourly run rate will be deducted and the substitute will drive. A driver requesting a personal day must notify the transportation supervisor the day before the personal day is used.

M. Breakdown and On-Road Weather Delay

In the event of a breakdown, accident, or on-road weather delay, the affected bus driver will be compensated for anytime over 15 minutes, in quarter hour segments, at his/her hourly rate.

N. Shuttles

For each year of this agreement, shuttle pay shall be as follows:

Gorham and Middlesex Valley Elementary to High School:
Extra quarter hour pay

Rushville to Gorham:

Extra half hour pay

O. Bus Monitor

2005-06 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic salary/wage rate paid in 2004-05.

2006-07 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic wage rate paid in 2005-06.

2007-08 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic wage rate paid in a 2006-07.

2008-09 Regular Double Run Salaries - each returning unit member is to receive an increase of 4% over the basic wage rate paid in a 2007-08.

Starting salaries:

2005-06	2006-07	2007-08	2008-09
\$8.27	\$8.44	\$8.61	\$8.78

A substitute monitor will be paid the starting monitors hourly salary for training.

Bus monitors shall work ½ hour less than the bus drivers whom they are assigned. The bus monitor will report to work every day that they are scheduled and will perform work as directed by their supervisor.

A bus monitor shall receive sick leave and personal leave in accordance with Article IV, sections A and B of this Agreement.

Bus monitors who work four (4) hours or more may enroll in the District medical insurance plan and pay according to Article IV, Letter E.

P. Petty Cash

The District maintains a petty cash fund for road tolls and gasoline costs. If the bus driver gives enough advance notice, money will be available from petty cash.

Q. Continuing Education

An annual payment of \$1.33 per hour shall be made for approved in-service courses that are taken outside of the normal work hours. Each college credit course is equal to 15 contact hours.

Prior approved degrees and certificates shall be compensated at the rate of:

AS	\$500
BA	\$750
MA	\$1,000

Licenses and certificates will receive \$100. Course completion and civil service upgrades will receive \$50. If the District pays for the course or license and your time, you will not receive compensation.

License/certificate renewals shall receive contact hour payment or one time payment for time spent completing the renewal.

R. Retirement Incentive

A unit member will receive \$8,000 upon retirement if they have ten (10) years of continual service with the District or at the Superintendent's discretion.

ARTICLE VI

Assignments

A. Extra Trips

Regular contract drivers will be assigned all extra trips in rotation by seniority.

When the trip list is exhausted, the trip will be posted with a window of opportunity for drivers to sign up for this trip. The trip will then be given to the most senior driver on this sign up sheet. The sign up sheet will also have a cut off date as to when the Transportation Supervisor must have drivers sign up for said trip.

Extra trips are defined as trips where more than seven (7) students are being bused for extra curricular activities. This definition shall not include organizations, which are not affiliated with the school, such as boy/girl scouts, town recreation, 4-H and little league.

Extra Trip Assignments shall be assigned from lists of drivers requesting these trips. Two separate lists will be maintained:

- a. A list will be established for extra trips related to Regular School and BOCES instructional programs that will occur during and within the regular school day. This list will be referred to as the "Daytime Trip List".
- b. A list will be established for all other trips not included on the Daytime Trip List. Among the trips included on this list will be after-school trips; transportation for athletic activities; weekend and overnight trips. This list will be referred to as the "After-School Trip List".
- c. Elementary swim trips will be paid at the driver's hourly rate, but assigned by seniority.
- d. School personnel other than bus drivers will not transport students in any vehicle where more than seven (7) students are being transported. This means any trip over seven (7) students – two (2) vehicles may not be used for any number greater than seven (7).

- B. Vacancies
If any regular driving assignment is vacated during the school year or if a new driving assignment is established during the school year, the information will be posted. The vacancy will be assigned by the transportation supervisor on a temporary basis with a contract until the following August when the route will be offered for permanent assignment. All bus drivers will be notified by letter, if time permits, regarding any vacancies to be discussed at the August meeting. The most senior driver interested in the permanent assignment will be given preference.
- C. After a three month waiting period, all regularly employed bus drivers will be eligible for extra trip assignments.
- D. If a driver refuses a trip assigned to him/her from the extra trip lists and has not taken a sick, family, or personal day on that day, he/she will lose the next assignment on the seniority list. This paragraph refers only to the initial monthly trip list and excludes "write-in" trips that are assigned on a short notice basis.
- A driver may refuse one assigned trip per month during the regular school year without penalty. Adequate notice must be given to the transportation supervisor so that a substitute may be found.
- E. A bus driver that changes from a special run or half run to a double run will be paid the salary paid to a driver of a similar double run with equal years of seniority.
- F. The Transportation Supervisor shall establish a seniority list for transportation. A master list of substitute drivers will be available on request every six weeks for the President of the Association. The Association Secretary shall receive names and addresses for all new transportation employees and be notified of terminations.
- G. The summer school run, the swim shuttle run, kindergarten runs, and any other subsequently established shuttle runs will be assigned pursuant to normal seniority practice in the District.
- H. One bus driver will be placed on the District health and safety committee.
- I. If an administrator asks a bus driver to come to the office concerning a problem, he/she may request a representative of the association to accompany him/her.
- J. Changes in Runs, Shuttles, Special Runs
When the District abolishes or substantially changes a regular run, a shuttle or a special run for a regular bus driver and the bus driver has not signed up for extra trips during that school year, the bus driver may immediately be considered for extra trips upon his/her indicating an interest in writing.

ARTICLE VII

Personnel Files

Any unit member has the right to review his/her personnel files subject to the following conditions and exceptions:

- A. An employee must first make an advance appointment with the school district business manager or her designee to review the personnel file. This appointment will generally be scheduled within two (2) working days of the employee's request or at a mutually agreeable time. The District will generally provide for review of the file on the same day as the employee's request when the request is made during regular business hours.
- B. Anonymous documents concerning complaints with regard to the conduct of a unit member will not be placed in his/her personnel file.
- C. The personnel file shall be kept in the district offices, except for that portion of that file which is required under Motor Vehicle and Traffic Law §19A which shall be kept by the transportation supervisor or the person designated by the transportation supervisor.
- D. Unit members will be notified when a document considered adverse to the unit employee is placed in the personnel file.

In the case a document considered adverse is placed in the employee's personnel file, the unit member will be afforded an opportunity to respond in writing to this adverse document. Such a written response must be made within 30 calendar days after the adverse document is placed within the personnel file of the unit member.

- E. Unit members have the right to have a representative review the file with them. The District has the right to have a representative present while said review is occurring.

ARTICLE VIII

Grievance Procedure

Section I

Declaration of Purpose

IT IS THE PURPOSE of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of employees through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal.

Section II

Definitions

- 2.1. A Grievance is a complaint by an employee that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- 2.2. The term Supervisor shall mean the administrator or supervisor responsible for the area in which an alleged grievance arises except for the chief executive officer.

- 2.3. The Chief Executive Officer is the Superintendent of the district.
- 2.4. Association shall mean any non-teaching association.
- 2.5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7. Grievance Committee is the committee created and constituted by any non-teaching employees' association.
- 2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance here under.

Section III Procedures

- 3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, and the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the association.
- 3.3. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the association directly at Stage 2 described below.
- 3.4. The preparation and processing of grievances shall be done with reasonable effort to avoid interruption of work.
- 3.5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- 3.6. Except as otherwise provided in Section 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

- 3.7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.

Section IV

Time Limits

- 4.1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) work days after the employee knew or should have known of the act or condition on which the grievance is based.

- 4.3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

5.1. Stage 1

Supervisor/Building Principal

- a. An employee having a grievance will discuss it with his supervisor/ building principal, either directly or through a representative, with the objective of resolving the matter informally. The supervisor/ building principal, will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor/building principal. Within five (5) work days after the written grievance is presented to him, the supervisor/building principal, shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee, his representative and the Association.

5.2 Stage 2

Superintendent

- a. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wished to proceed further under this grievance procedure, the employee shall, within five (5) work days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the employee has meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) work days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

- c. Within five (5) work days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the employee, the Grievance Committee and its representative within five (5) work days after the conclusion of the hearing.

5.3 Stage 3

Board of Education

- a. If the employee and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) work days after receiving the decision at Stage 2.
- b. Within ten (10) days after receipt of an appeal the Board of Education shall schedule a hearing on the grievance at a mutually agreed upon time. The hearing shall be conducted in executive session.
- c. Within fifteen (15) work days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4

Arbitration

- a. After such hearing, if the employee and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association within fifteen (15) work days of the decision at Stage 3.
- b. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- c. By mutual agreement of the District and the Association, more than one grievance may be submitted to the same arbitrator.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or in violation of the terms of this agreement.
- e. The arbitrator's award shall set forth findings of fact, reasons and conclusions of law on only that issue submitted for determination.
- f. The arbitrator shall have no power to alter, modify, add to, or subtract from the specific provisions of this agreement.

- g. The decision of the arbitrator shall be binding.
- h. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

NOTE: If any non-teaching employee is not a member of an association he may have the same rights as an employee who is a member of an association. He may proceed through the same stages with or without the assistance of an association.

ARTICLE IX

Discharge or Suspension Hearing

(Note: this Article applies only to regular bus drivers)

- A. No unit member who has successfully completed his/her probationary term shall be disciplined or discharged without cause.
- B. The procedures and rights established here completely replace the procedures and rights found at Sections 75 and 76 of the New York Civil Service Law.
- C. These procedures and rights do not apply to probationary employees who do not enjoy these procedures and rights.
- D. Procedure:
 - 1. Should the Superintendent of Schools prefer charges which would result in discipline and/or discharge against a covered unit employee any such charges are to be in writing and signed and dated by the Superintendent. Any such charges are to be served upon the unit member by personal delivery or by certified or registered mail, return receipt requested. The charges are to include the terms of any penalty sought by the Superintendent.
 - 2. Within five (5) business days after the unit employee has been served with any such charges, the employee may accept the penalty imposed in the charges or the employee may requested in writing to the Clerk of the Board of Education that he/she desires to invoke arbitration of the matter in accordance with the grievance procedure at Stage 4, arbitration.
 - 3. The unit employee [or his/her representative] and the Superintendent [or representative] are to attempt to agree upon the selection of a mutually agreeable arbitrator within five (5) business days after the District receives notice from the employee that arbitration has been invoked to hear the matter. Should there be no mutual agreement upon the "selection" of an arbitrator, one or both of the parties may file a demand for arbitration with the American Arbitration Association and seek a list of arbitrators in accordance with the selection process of the American Arbitration Association.

4. To the extent not inconsistent with the terms of this article, the provisions in Stage 4, Arbitration found in the grievance procedure in this Agreement are to govern arbitration of discipline and discharge cases.
 5. At the arbitration hearing, the unit employee may be represented by a person or persons of his/her choice and is entitled to ask questions of witnesses and to cross examine witnesses and to offer either proof and argument on his/her behalf.
 6. After the close of the hearing, the arbitrator shall be requested to render a decision in this matter within fifteen (15) business days after the close of the hearing. The decision shall be in writing to the unit employee, his/her representative and to the Superintendent.
 7. The Superintendent reserves the right to suspend a unit employee with or without pay. The decision, as to with or without pay, will be determined by a committee of the Superintendent, or his designee, unit member representative and outside representative.
- E. **Representation**
A unit member who at the time of questioning appears to be a potential subject of disciplinary action shall have a right to representation by the Association. If representation is requested, a reasonable period of time shall be afforded to obtain such representation. If the unit member is unable to obtain representation within a reasonable period of time, the District has the right to then question the unit member.
- F. This Article is effective upon the signing of this Agreement and is not retroactive. This article has no application to substitute drivers nor to bus monitors.
- G. **Bus Monitor Termination**
The District agrees to provide reasons for a bus monitor's termination upon request. While the District has the right to terminate a bus monitor in a situation of a "bad fit" with the student(s) served, when so terminated the monitor may be considered for other vacant monitor positions upon application.

ARTICLE X

Layoff and Recall

- A. **Competitive Class Employees**
For Competitive class civil service positions, the New York Civil Service Law and pertinent rules and regulations are to govern layoff and recall and there is no resort to the grievance procedure and arbitration provisions of this Agreement as to competitive class civil service positions in a layoff and recall situation.
- B. **Non-Competitive and Labor Class Employees**

1. Seniority shall be defined as length of continuous service with the Employer, not counting substitute service. In the event of a layoff, subject to the applicable provisions of the New York Civil Service Law and Yates County Civil Service Rules, employees shall be laid off on the basis of seniority, such employees with the greater seniority being the last laid off. By written notice to the Employer within ten (10) working days after layoff, laid-off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority in the same layoff unit in the next lower occupied job title in direct line of promotion to the job from which he is being displaced. If there are no lower level occupied positions in direct line of promotion, he shall displace the incumbent with least seniority (and less than him) in a position in the same layoff unit in which he last served on a permanent prior basis, if his service was satisfactory, and if the position is in a low salary grade than the position from which he is being displaced. Except as provided in the following paragraph nothing in this Article shall be construed to permit a part-time employee to displace a full-time employee. (A full-time employee shall be an employee regularly working 20 hours or more per week). Recall shall be in the inverse order of layoff.
 2. Consistent with the Civil Service Law and the Yates County Civil Service Rules and Regulations, employees will be maintained on the recall list for four (4) calendar years from the effective date of layoff; or until the employee has been offered and rejected recall to a job at the District or has otherwise failed to respond. Failure to respond constitutes a rejection of the offered position after which the employer has no further obligation with regard to retention of the employee's name on the recall list.
 3. Bus drivers shall accrue seniority in their respective positions on the basis of number of months of continuous service.
 4. Continuous service shall be defined as the last period during which an employee has continually had seniority. Subject to the New York Civil Service Law, an employee shall lose his seniority only upon the following:
 - a. Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law).
 - b. Discharge
 - c. Retirement
 - d. Refusal of a recall to employment
 - e. Layoff for a period exceeding one (1) year
- C. The relative seniority of two or more employees appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing officer, or if that be the same, then by lot. All competitive class employees hired on the same date shall have their relative seniority determined by their rank on the Civil Service list. To break ties with regard to seniority date, the names of the employees who are tied will be put on

small pieces of paper which will be placed in a hat or other suitable container and the Union President or Superintendent will alternatively pull out of the hat the names, the first name being pulled out is the employee with more seniority than the next pulled out. This procedure will be followed until no more names are left in the hat.

ARTICLE XI
Duration of Agreement

This agreement shall be in effect, commencing July 1, 2005 and terminate June 30, 2009.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Marcus Whitman Central School District

Marcus Whitman Bus Drivers' Association

By Keith Edinger
Superintendent

By Lee Ann Shipman
President

Dated 6/28/05

Dated 6/28/05

The Marcus Whitman Central School District, Rushville, New York, does not discriminate on the basis of sex in the educational programs or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs, course offerings and student activities.

The district official responsible for the coordination of activities relating to compliance with the Title IX is the Assistant Superintendent. This official will provide information including complaint procedures to any student or employee who feels that his/her rights under Title IX may have been violated by the district or its officials.

