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Contract Database Metadata Elements

Title: **Newark Valley Central School District and Newark Valley Cardinal Bus Drivers, NYSUT, AFT, AFL-CIO, Local 4360 (2001)**

Employer Name: **Newark Valley Central School District**

Union: **Newark Valley Cardinal Bus Drivers, NYSUT, AFT, AFL-CIO**

Local: **4360**

Effective Date: **07/01/01**

Expiration Date: **06/30/04**

PERB ID Number: **5737**

Unit Size: **27**

Number of Pages: **20**

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SD / BUS

5737_06302004

Newark Valley Central School District
And Newark Valley Cardinal Bus
Drivers

AGREEMENT BETWEEN

SUPERINTENDENT OF SCHOOLS

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

AND

NEWARK VALLEY CARDINAL BUS DRIVERS

NYSUT/AFT/AFL-CIO, LOCAL 4360

July 1, 2001 through June 30, 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

27
employees

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**Agreement Between
Superintendent of Schools
Newark Valley Central School District
and
Cardinal Bus Drivers
July 1, 2001 - June 30, 2004**

ARTICLE 1 RECOGNITION

- 1.1 The Newark Valley Central School District Board of Education having recognized the Cardinal Bus Drivers as the exclusive negotiating agent for all Newark Valley Central School District Bus Drivers in such unit, extends to such unit the right of unchallenged representation. Such unchallenged representation shall be until seven months prior to the expiration of this agreement as provided under Section 208, subdivision 2, of the Public Employees Fair Employment Act.
- 1.2 Substitute bus drivers shall be provided only the benefits of the following Articles:
1. Recognition
 2. Dues Deduction
 4. Procedure for Posting and Filling Bus Routes
 5. Assignment and Transfer
 9. Outside Employment (applicable only to permanent substitute bus drivers)
 10. Compensation
 12. Licensure
 13. Assignment of Special Trips and Summer Driving
 14. Mail Boxes and Bulletin Boards
 15. Discipline
 16. Personnel Files
 17. Grievance Procedure
 18. Labor Management Committee
 19. Duration of Agreement
 20. Non-instructional/non-driving vacancies
 21. Statutory Provision

ARTICLE 2 DUES AND BENEFIT TRUST DEDUCTIONS

- 2.1 The District agrees to deduct from the salaries of all unit members for membership in the Newark Valley Cardinal Bus Drivers and its affiliates when unit members individually and voluntarily authorize the District to deduct said dues, and to transmit monies monthly to the Newark Valley Cardinal Bus Drivers.
- 2.2 Dues will be deducted over twenty pay periods.

2.3 The Newark Valley Cardinal Bus Drivers will certify to the District, in writing, the current rate of membership dues. When the rate of membership dues changes, the Newark Valley Cardinal Bus Drivers will give the District thirty (30) days written notice.

2.4 The District agrees to deduct from the salaries of unit members authorized and voluntary payments to the NYSUT Benefit Trust.

2.4.1 Deductions will begin with the second pay period and will continue over twenty consecutive pay periods in equal installments.

2.4.2 All monies derived from the deduction of payments to the NYSUT Benefit Trust, as described above, shall be transmitted directly and monthly to the New York State United Teachers and by so doing, the District is held harmless from any fiduciary responsibility thereafter.

2.4.3 A two-week notice will be required of an employee who wishes to commence, change, or terminate his/her deduction for the Benefit Trust program under this section. Such notice must be given in writing to the Business Office of the school district.

ARTICLE 3 DEFINITIONS

3.1 Except where otherwise specified, day shall be defined as calendar day.

3.2 Immediate Family shall be defined as husband or wife, mother (step, in-law), father (step, in-law), daughter (step, in-law), son (step, in-law), grandparents (step, in-law), grandchildren (step, in-law), brother (step, in-law), sister (step, in-law).

3.3 Household shall be defined as any person residing in the household of the employee.

ARTICLE 4 PROCEDURE FOR POSTING AND FILLING BUS ROUTES

4.1 STEP ONE: POSTING

4.1.1 When a regular bus route becomes open and unencumbered through transfer, retirement, resignation or death, or if a new route is established during the instructional calendar year, it shall be posted on the bus garage bulletin board within one (1) workday. (See 4.5.1)

4.2 STEP TWO: SIGN UP

4.2.1 All interested bus drivers, both permanent and substitute, shall sign their names to the posted announcement within two (2) workdays of the posting. (See 4.5.1)

4.2 STEP THREE: ASSIGNMENT

- 4.2.1 The most senior permanent bus driver indicating a desire to fill the open and unencumbered posted bus route shall be assigned to said route by the Transportation Supervisor (Head Bus Driver) within four (4) work days of the posting. (See 4.5.1, 4.5.2, 4.5.3, 4.5.4, and 4.5.5)
- 4.2.2 If no permanent bus driver indicates a desire to fill the open and unencumbered bus route the most senior substitute bus driver indicating a desire to fill the posted route opening shall be assigned to said route by the Transportation Supervisor (Head Bus Driver) within four (4) work days of the posting. Said driver shall be recommended as a permanent driver during the next regular Board of Education meeting. (See 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.5, and 4.5.6)
- 4.2.3 Substitute drivers who have received paychecks from the District in each of the ten (10) regular pay periods preceding the posting of a vacancy will be given preference over substitute drivers who have not met this criterion.

4.3 STEP FOUR: VACANCY

- 4.3.2 When no regular or substitute drivers express an interest in a vacancy, the vacancy shall be filled at the discretion of the District.

4.4 NOTES:

- 4.4.2 During the period between the last work day of one instructional calendar year and the first work day of the next instructional calendar year, any open and unencumbered bus route shall be brought to the attention of the Chairperson or his/her designee within five (5) work days. It is the responsibility of the Chairperson to notify all other drivers of the vacancy.
- 4.4.2.1 The vacancy shall be posted on the bulletin board in the bus garage for five workdays following notification of the Chairperson or his/her designee during which time signups will occur. Assignments will be made within the next four (4) workdays.
- 4.4.3 While seniority will be a primary factor of consideration for assignment, it is understood between the parties that other factors may preclude an assignment on specific routes in the best interest of the district.
- 4.4.4 Seniority accrues from the Permanent drivers last date of hire in the Newark Valley Central School District.

- 4.5.3.1 Date of hire shall be the effective date of appointment per Board of Education resolution. When more than one bargaining unit member is appointed by the Board of Education with the same effective date, seniority will follow the order of the employee's appointment as they appear in the approved Board of Education minutes.
- 4.5.4 Secondary driver transfers to an open and unencumbered route during an instructional calendar year shall be limited to a maximum of six (6).
 - 4.5.4.1 Primary Transfer: Any bus driver transfer to an open and unencumbered route resulting from retirement, resignation or death of a permanent driver.
 - 4.5.4.2 Secondary Transfer: Any bus driver transfer to an open and unencumbered route resulting from a transfer.
- 4.5.5 Beyond six (6) secondary transfers spoken to in (4.5.4) above during the instructional calendar year, all additional changes during that calendar year shall be filled by a substitute driver.
- 4.5.6 Substitute bus drivers assigned to any unencumbered regular bus route for ninety (90) days or more during the instructional calendar year shall receive pro rata benefits of Article 8 Absence and Leaves and Article 11 Health and Dental Insurance of the negotiated agreement for the remainder of the instructional calendar year.

ARTICLE 5 ASSIGNMENT AND TRANSFER

- 5.1 All assignments at the time of entry into the service of the Newark Valley Central School District will be made by the Transportation Supervisor with the approval of the Superintendent. A driver has a reasonable expectation of returning to the same route each year.
- 5.2 Appointments are made with a ninety (90) day probationary period (plus possible extensions) prior to permanent status.
- 5.3 Transfers will be made by the Superintendent of Schools whenever the best interests of the School District will be served. A meeting between the driver(s) and the Transportation Supervisor shall take place before any transfer.

ARTICLE 6 ABOLITION OF POSITION

- 6.1 Whenever the Newark Valley Central School District Board of Education abolishes a regular driver position, the services of the regular driver having the least seniority in the district shall be discontinued.

- 6.2 The regular driver filling such position shall be placed upon a preferred eligible list of candidates for appointment to a regular bus driver vacancy that then exists or that may thereafter occur without reduction in hourly rate of pay (or current regular driver starting hourly rate of pay - which ever is higher) or accrued seniority provided such person has been one of faithful, competent service in the position filled and is able to properly meet the physical and licensure requirements mandated by the State of New York.
- 6.3 Regular bus drivers on such preferred list shall be reinstated or appointed to such vacancy in such regular driving position in the order of their length of service in the district anytime within four years from the date of abolition of such position.
- 6.4 Any person on the preferred eligible list may refuse employment as a regular driver and remain on the list for the full four years.
- 6.5 The district will notify all eligible individuals on the preferred list of any and all regular driver position vacancies by registered mail. It is the responsibility of those on the preferred list to make their current mailing address known to the district.
- 6.6 Any regular bus driver whose position has been abolished will, upon written request of said regular bus driver and appropriate action by the Board of Education, have his/her name placed on the District's Substitute Bus Driver List according to seniority.

ARTICLE 7 RETIREMENT

- 7.1 Unit members participating in the New York State Employees Retirement Systems (NYSERS) are eligible for retirement benefits under section 75-I and 41-J of the Employees Retirement System.
- 7.2 The employee must be eligible to receive an ordinary retirement benefit from NYSERS to receive retiree health insurance plan. Ordinary will be defined as receipt of non-disability retirement benefits from the NYSERS.
- 7.3 Retiree Health Insurance Plan
 - 7.3.1 Regular route drivers who retire with ten (10) or more years of District service as a regular route driver and are otherwise eligible for health insurance benefits will be eligible to continue health insurance coverage under the following schedule:

Twenty (20) or more years -	90% District 10% Employee
Fifteen (15) to nineteen (19) years -	70% District 30% Employee
Ten (10) to fourteen (14) years -	50% District 50% Employee

7.3.2 Surviving spouses of eligible retirees shall be eligible to continue participation in the district health insurance plan and shall contribute 102% of the total premium.

7.3.3 To qualify for health insurance coverage as defined above, a letter of resignation for retirement must be received by the Clerk of the Board of Education ninety (90) days prior to the date of retirement if the retirement is to be effective during the school calendar, or one hundred twenty (120) days prior to the retirement date if the effective date of retirement is not during the school calendar.

7.4 Longevity Benefit

7.4.1 Employees will be paid a stipend the last year of service under the following conditions:

7.4.1.1 The employee has served at least 15 years with the Newark Valley Central School District.

7.4.1.2 A letter of resignation for retirement must be received by the Clerk of the Board of Education as stated in section 7.3.3 above.

7.4.1.3 The employee must be eligible to receive benefits from the NYS Employees Retirement System under section 75-I and 41-J of the NYS Employees Retirement System.

7.4.2 If the above criteria are met, compensation will be as follows:

15 years service	\$700.00
16 - 20 years service	\$800.00
21 - 25 years service	\$900.00
26 - 30 years service	\$1,000.00
Over 30 years	\$1,100.00

7.4.3 In addition to the above compensation, eligible unit members will be compensated twenty dollars for each day of accumulated paid leave not used at the date of retirement.

ARTICLE 8 ABSENCES AND LEAVES

8.1 Paid Leave

8.1.1 During the first year of permanent employment, the district will credit 1.3 days per month until the start of the second year, when thirteen days shall be credited. Unused paid leave will accumulate to a maximum of 165 days.

8.2 Types of Paid Leave

8.2.1 Personal Sick Leave - Accumulated days may be used for personal sickness. A doctor's certificate may be requested by the Superintendent for prolonged or frequent absences.

8.2.2 Family Illness - Deduction from accumulated paid leave will be allowed for serious illness in the immediate family or household of up to ten days per year. The Superintendent may extend the use of accumulated days for this purpose.

8.2.2.1 Serious Illness - constitutes any situation affecting the personal health of a member of the immediate family or household requiring hospitalization, life-threatening consequences or prolonged negative health related condition. Routine visits to doctor of the immediate family or household members which can be scheduled in non-working hours do not constitute "serious illness".

8.2.3 Bereavement Leave – Up to three (3) days of paid leave will be allowed for each death in the immediate family or household. The Board of Education, upon the recommendation of the Superintendent of Schools, will grant additional paid days for the purposes of bereavement. Bereavement leave will be deducted from the accumulated leave in Article 8.1.1.

8.2.4 Disability

8.2.4.1 Notice that a disability exists shall be given in writing to the Superintendent when that condition has been confirmed by the bargaining unit member's physician.

8.2.4.2 Accumulated sick leave may be used during the period of disability.

8.2.4.3 The bargaining unit member is obligated to return to work when the disability no longer exists.

8.2.5 Personal Business Leave - Deduction from accumulated paid leave will be allowed for personal business leave up to a total of two (2) paid and one (1) unpaid days per year. Such leave is to cover personal business which cannot be transacted outside regular working hours.

8.2.5.1 These personal days cannot be used for recreation or to extend a holiday or vacation, or for personal financial gain.

8.2.5.2 Personal Business Definition: Personal business is a transaction or event of immediate or pressing importance which cannot be rescheduled because of significant involvement of the individual applying for leave and other professional parties and/or institutions (e.g., acceptable: house or property closing; unacceptable: picking up children from college).

- 8.2.5.3 It is understood that when personal business must be transacted during regular working hours on a day immediately before or after a vacation or holiday, such request will be honored. However, if there is any question concerning the use of a personal business day on a day immediately before or after a holiday or vacation day, no payment for such leave will be made until the use of same has been substantiated by the employee or his designee.
- 8.2.5.4 A personal business leave request must have prior written application through the Supervisor to the Superintendent.
- 8.2.5.5 In case of emergency, notification will be given to the Supervisor by telephone or in person, and a written application completed upon return to work. Except in cases of emergency, application should be filled out at least five (5) days prior to the date requested for the leave.
- 8.2.5.6 The employees will certify that the leave request meets the above criteria. Efforts to determine the validity of the leave are not precluded by this clause, although it is not intended that these efforts will be regularly invoked.
- 8.2.6 The Cardinal Bus Drivers Chairperson or his/her designee will be allowed up to three (3) paid days to conduct Association Business per year. It is understood that five (5) working days notification will be given to the Transportation Supervisor with regard to the use of this time. These days may be taken in increments of time when the regular route driver's bus returns to the district buildings with the approval of the Transportation Supervisor. It is understood that the use of this time is limited to two (2) unit members at one time.
- 8.2.7 Jury Duty - In order that school employees may be able to fulfill their civic obligations without loss of pay the following procedure will exist; an employee who serves on a jury will continue to receive regular compensation. It is understood that if the court dismissed early the employee will return to work.
- 8.3 LEAVE WITHOUT PAY. Such leave may be granted by the Board of Education upon the recommendation of the Superintendent. Unpaid leave must be a nature that equates with the job and rulings will be made by the Superintendent.
- 8.4 Military Leave - is granted under the conditions stated in Section 242-243 of the Military Law.

ARTICLE 9 OUTSIDE EMPLOYMENT

- 9.1 An employee who is injured while working on another job for a different employer will not be eligible for leave under this policy.

ARTICLE 10 COMPENSATION

10.1 Wages (regular drivers)

Returning regular route drivers will receive the following increases in hourly rates:

2001-2002	\$1.00/hour
2002-2003	\$0.50/hour
2003-2004	5.0%

10.2 Wages (beginning drivers and substitute drivers)

2001-2002	\$10.00
2002-2003	\$10.50
2003-2004	\$11.03

10.3 Wages (special trips)

2001-2002	\$10.20
2002-2003	\$10.70
2003-2004	\$11.24

10.4 Drivers will be employed on all days when students are in attendance.

10.5 Drivers will be guaranteed a minimum of 180 workdays per year.

10.6 BOCES Drivers

10.6.1 BOCES Drivers shall be compensated at their established hourly rate for the full time necessary to complete the BOCES run including idle time.

10.6.2 BOCES Drivers shall provide delivery service between the district and the BOCES Service locations for mail, film, equipment and other items as required. BOCES Drivers shall be available to the BOCES Center during idle time periods.

10.6.3 BOCES Drivers who deliver material requiring a signature of receipt will not turn over this material until the district party receiving the delivered material has also signed for the material.

10.7 Ready Time/Route Time

10.7.1 Route times will be established by the Transportation Supervisor within the first four (4) weeks of school except where shift in student enrollment or placement necessitates a change in routing. One-half hour of ready time daily will be added to route time.

- 10.7.2 Ready time duties shall consist of checking fuel, tires, conducting mandated pre and post driving inspections in accordance with New York State Laws and Regulations for School Bus Drivers, rinsing buses as prescribed by Transportation Supervisor, refueling vehicles as needed, and maintaining cleanliness of bus interiors as prescribed by the Transportation Supervisor.
- 10.8 All regular drivers will be guaranteed the opportunity for fifteen (15) hours of training/in-service education, or meetings, which will be compensated at the driver's regular hourly rate.
- 10.8.1 Meetings for the purpose of in-service training will be scheduled outside the regular driving hours. No meetings will be scheduled on weekends, holidays, or vacation days, except by mutual consent of the Transportation Supervisor and the Chairperson of the Cardinal Drivers.
- 10.8.2 Those drivers who miss a scheduled meeting because of a conflicting assignment or personal illness will be provided the opportunity to make up the time and information missed.
- 10.9 Drivers called into work shall be compensated at their regular hourly rate for a minimum of two (2) hours per occurrence. The drivers may be required to perform ready time duties on his/her own bus in accordance with section 10.7.2 of the contract or attend training/in-service meetings in accordance with section 10.8 of the contract.

ARTICLE 11 HEALTH AND DENTAL INSURANCE

- 11.1 The School District will contribute 90% of the premium for the health insurance. The employee will contribute 10%.
- 11.2 Dental insurance benefits will be equal to or better than those of the Blue Cross/Blue Shield Schedule B with Supplemental Basic Benefits, Periodontic Benefits, and Orthodontic Benefits.
- 11.3 The District will continue to provide a Flexible Spending Program for bargaining unit members.
- 11.4 The District shall provide a \$1.00 generic/\$4.00 non-generic prescription drug rider.
- 11.5 Effective July 1, 1995, the District will initiate a supplemental Prescription Drug Service for maintenance drugs. Co-pays for the supplemental service will be \$.00/\$5.00.

ARTICLE 12 LICENSURE

- 12.1 All bus drivers employed by the Newark Valley Central School District must possess a valid Commercial Driver's License.

- 12.2 The District will pay ninety percent (90%) of a Commercial Driver's License to each driver who submits evidence of a new or renewed valid Commercial Driver's License. To be eligible for this benefit the unit member must have completed one year of district service.

**ARTICLE 13 ASSIGNMENT OF SPECIAL TRIPS, SUBSTITUTE DRIVERS, AND
SUMMER DRIVING**

13.1 Special Trips

- 13.1.1 Unit members may voluntarily place their name on the special trip list (hereafter list) during the thirty (30) days preceding the first day of student attendance in September.
- 13.1.2 Unit members employed after the first day of student attendance may voluntarily place their name on the list within seven (7) days of appointment by the Board of Education.
- 13.1.3 The list shall be initially seniority based. The most senior volunteer special trip drivers shall be at the top of the list with the least senior volunteer special trip drivers at the bottom of the list.
- 13.1.4 When a special trip request arrives, the transportation supervisor or designee will time stamp the trip request and assign a trip number. A time estimate to complete the trip will be assigned.
- 13.1.5 Assignment of special trips will be made on a rotating basis according to the established list of volunteer unit members according to the following regulations.
- 13.1.5.1 The driver at the top of the list will be asked to drive the earliest received special trip. If that member is unable to accept the trip because it conflicts with his/her regular driving assignment, the driver will be considered "Not Available" (N/A) for that special trip and will remain at the top of the list with no estimated trip time being assessed.
- 13.1.5.2 If the driver at the top of the list refuses to accept the special trip, the estimated trip time will be assessed to the driver.
- 13.1.5.3 Drivers will continue to be asked to drive the earliest received special trip in accordance with the list until a driver accepts the special trip. The driver accepting the special trip will be assessed the estimated trip time.
- 13.1.5.4 After the trip is assigned the list is revised. The drivers with the most assessed hours will be at the bottom of the list.
- 13.1.6 The Transportation Supervisor shall post the list in the driver's ready room at the end of each week.

13.2 Substitute Driving

13.2.1 Substitute drivers shall be called to fill in for an absent regular driver on a rotating basis according to an established seniority list.

13.2.2 A substitute driver may be employed for successive runs on the same regular route given a continued absence of the same regular driver.

13.2.3 The Transportation Supervisor shall provide the substitute driving log to the chairperson of the Union on a monthly basis and within one workday upon request.

13.3 Summer Driving

13.3.1 Unit members may voluntarily place their name on the summer driving route list during the thirty (30) days preceding the last day of student attendance in June.

13.3.2 Regular summer bus routes will be assigned based upon seniority. The most senior member will have first choice of the regular summer bus route to the least senior member until all bus runs are assigned.

ARTICLE 14 MAIL BOXES AND BULLETIN BOARDS

14.1 Mailboxes and a bulletin board will be provided by the District for Organization business. The Organization is entitled to use the intra-school mail system.

ARTICLE 15 DISCIPLINE

15.1 Any unit member shall be entitled to a representative of his/her choice in any situation in which the district is contemplating formal disciplinary action.

ARTICLE 16 PERSONNEL FILES

16.1 Only one official personnel file shall be maintained for each member of the bargaining unit. The official district personnel may be maintained in the Central Office or another location known to the staff. Materials will be placed in the file only by the Superintendent of schools or the Transportation Supervisor. It is recognized that separate Article 19-A files must be maintained for unit members.

16.2 Unit members will have the right, upon reasonable request, to review the contents of their official personnel files with the Superintendent of Schools or his designee. The unit member shall be entitled to have a personally selected representative accompany him/her during such a review.

- 16.3 Upon receipt of a written request, any unit member shall be furnished a reproduction of any material, excluding confidential information contained within his/her file at a reasonable cost.
- 16.4 No material, excluding reference and information obtained in the process of evaluating the individual for initial employment shall be filed unless the unit member has had an opportunity to examine the material and affix his/her signature to it. Such signature does not necessarily indicate agreement with its contents.
- 16.5 The unit member shall have the right to answer (in writing) any material filed in his/her file and such answer will be attached to the file copy.

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Section 1 Declaration of Purpose

17.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances.

17.2 Section 2 Definitions

17.2.1 A GRIEVANCE is limited to an alleged violation of the terms and conditions of this agreement.

17.2.2 The term, SUPERVISOR, shall mean the Transportation Supervisor.

17.2.3 The CHIEF SCHOOL OFFICER shall mean the Superintendent of Schools.

17.2.4 The UNION shall mean the Newark Valley Cardinal Bus Drivers.

17.2.5 The AGGRIEVED PARTY shall mean a unit member who files a grievance.

17.2.6 DAYS shall mean those days when students are in attendance.

17.3 Section 3 Procedures

17.3.1 Forms for filing a grievance and making appeals are available from the Chief School Officer or his/her designee.

17.3.2 The preparation and processing of a grievance will not be conducted during duty hours

17.3.3 A grievance shall include the name of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged grievance existed, the identity of the party responsible for causing the alleged grievance, if known to the grievant, and a statement of the nature of the alleged grievance and the redress sought by the grievant.

17.3.4 The Chief School Officer and the Union agree to facilitate any investigation which may be required and to make available relevant documents, communications and records concerning the alleged grievance.

17.3.5 The Chief School Officer and the Union shall have the right at all stages of a grievance to confront and cross examine all witnesses, to testify and to call witnesses.

17.3.6 While the Union is allowed to have its representative present at all stages of the Grievance Procedure, such attendance and participation is not mandatory on the part of the Union.

17.3.7 If any provisions of this grievance procedure, or any application thereof shall be determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

17.4 Section 4 Time Limits

17.4.1 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available step within thirty (30) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

17.4.2 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.

17.4.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party 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.

17.5 Section 5 Stages of Grievance

17.5.1 Stage I: Supervisor

17.5.1.1 The Aggrieved Party will discuss the alleged grievance with the Transportation Supervisor either directly or through a representative, with the objective of resolving the matter informally.

17.5.1.2 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Transportation Supervisor.

17.5.1.3 Within five (5) days after the written grievance is presented, the Transportation Supervisor shall render a decision thereon, in writing, and present it to the Aggrieved Party.

- 17.5.2 Stage II: Chief School Officer
- 17.5.2.1 If the Aggrieved Party is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further, the Grievant shall appeal said decision in writing to the Chief School Officer within seven (7) days of the decision.
- 17.5.2.2 Within seven (7) days after receipt of the appeal, the Chief School Officer, or designee, shall hold a hearing with the Aggrieved Party and representative, if designated.
- 17.5.2.3 The Chief School Officer or designee shall render a decision in writing to the Aggrieved Party within seven (7) days after the conclusion of the hearing.
- 17.5.3 Stage III: Arbitration
- 17.5.3.1 If the Union is not satisfied with the written decision at the conclusion of Stage II and wishes to proceed further, it shall submit the grievance to arbitration by written notice to the Chief School Officer within ten (10) days of the decision at Stage II.
- 17.5.3.2 Within ten (10) school days after such written notice of submission to arbitration, Chief School Officer and the Union will agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator. Selection of an arbitrator will be in accordance with American Arbitration Association procedures.
- 17.5.3.3 The selected arbitrator will hear the matter and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth its findings of fact, reasoning and conclusions of the issues.
- 17.5.3.4 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 17.5.3.5 The decision of the arbitrator shall be advisory.
- 17.5.3.6 The parties at arbitration will share the cost of the arbitration equally.

ARTICLE 18 LABOR-MANAGEMENT COMMITTEE

- 18.1 There shall be a Labor-Management Committee consisting of two (2) members designated by the Superintendent of Schools of the Newark Valley Central School District and two (2) members designated by the Chairperson of the Newark Valley Cardinal Bus Drivers.
- 18.2 The purposes of the Labor-Management Committee shall be to:
- Foster good labor-management relationships between the parties.
 - Discuss the issues properly brought to its attention.
- 18.3 The Labor-Management Committee shall convene upon the request of any two committee members. An agenda for each meeting shall be prepared and distributed to the parties at least three (3) days prior to the date of the scheduled meeting unless the parties waive the time requirement.
- 18.4 The Labor-Management Committee, upon a majority vote of the committee as fully constituted, shall have the powers to make recommendations to the parties of this agreement.

ARTICLE 19 DURATION OF AGREEMENT

- 19.1 This agreement shall become effective upon its approval by the Superintendent of Schools, the majority of the Newark Valley Cardinal Bus Drivers negotiation team, and approval by the Board of Education.
- 19.2 This Agreement is in effect from July 1, 2001 until June 30, 2004 once signed by the district superintendent and union president.
- 19.3 The parties will agree that all negotiable items have been discussed during negotiation sessions leading to this agreement, and therefore agree that negotiations will not be reopened on any subject.

ARTICLE 20 NON-INSTRUCTIONAL/NON-DRIVING VACANCIES

- 20.1 Notification of vacancies for non-instructional, non-driving positions in the District will be given to the Chairperson of the Newark Valley Cardinal Bus Drivers as soon as the decision is made to seek applicants to fill the vacancy.
- 20.2 Unit members who desire to apply for such vacancies shall submit a written application to the District Office.
- 20.3 Qualified personnel from within the system will be granted an interview upon request.
- 20.4 Appointment to vacancies will be made by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE 21 STATUTORY PROVISION

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 THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

BY: Linda Lerbay
Chairperson, Newark Valley Cardinal Bus Drivers

BY: Mary E. DeHart
Superintendent of Schools

Date 3-18-02

Date 3/15/02

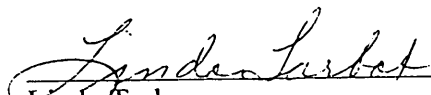
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**Memorandum of Agreement
Between
Newark Valley Central School District
And
Newark Valley Cardinal Bus Drivers**

Ready Time/Route Time Committee

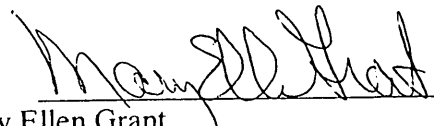
The undersigned parties agree to the following:

1. Two representatives designated by the Newark Valley Central School District and two representatives designated by the Newark Valley Cardinal Bus Drivers shall meet to review and assess the time necessary to complete the Ready Time/Route Time duties outlined in Article 10.7.2 of the collective bargaining agreement.
2. The committee shall forward its findings and may offer draft language to the Superintendent for review by August 1, 2002.
3. The parties shall have thirty (30) calendar days thereafter to either accept or reject proposed language.



Linda Tarbox
President, NVCBD

3-18-02
Date



Mary Ellen Grant
Superintendent, NVCSD

3/18/02
Date

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