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**CONTRACTUAL AGREEMENT**

**BETWEEN**

**NORTH SYRACUSE SCHOOL BUS ENGINEERS ASSOCIATION**

**AND**

**NORTH SYRACUSE CENTRAL SCHOOL DISTRICT**

**JULY 1, 2011 – JUNE 30, 2015**

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## AGREEMENT

Agreement between the North Syracuse Central School District ("District") and the North Syracuse Bus Engineers Association ("Association").

### PREAMBLE

The parties, having negotiated in good faith in order to effectuate the provisions of Chapter 392 of the laws of 1967 (the Public Employees' Fair Employment Act) to encourage and increase effective and harmonious working relationships between the District and the Association, hereby reach the following agreement:

### ARTICLE I

#### RECOGNITION

##### Section 1.

The District voluntarily recognizes the Association as the exclusive bargaining agent for all employees in the bargaining unit, as defined in this Agreement, and extends to the Association the following rights:

- (1) to exclusively represent employees in the Unit regarding collective negotiations, and
- (2) to represent employees in the unit in the processing and settlement of grievances.

##### Section 2.

The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose upon its members and obligation to conduct, condone, assist or participate in such a strike.

### ARTICLE II

#### BARGAINING UNIT

The Bargaining Unit includes all automotive mechanics, automotive body repair workers and storekeeper. The Unit excludes all groups or individuals employees not included in the foregoing. The District's Head Mechanic (Automotive Crew Leader), is also excluded.

### ARTICLE III

#### BOARD OF EDUCATION

##### Section 1.

The Association agrees that the Board of Education ("Board") is the policy making body of the District under Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.

Section 2.

The Board's policies shall not conflict with any explicit provision of this Agreement unless the policy in issue is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.

Should any such conflicting policy be necessary, then that policy shall only supersede that Section or Sections of this Agreement which such policy, by subject matter, specifically refers to and all other Sections of this Agreement not affected shall continue in full force and effect.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1.

The District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number of locations of its business and service operations, the business and service operations to be rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, tools and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the Unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the Department, and to determine the starting and quitting time and the number of hours to be worked; subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

Section 2.

The above rights of the District are not all inclusive, but indicate the type of matters or rights which are inherent to the District. Any and all rights, powers and authority the District had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Section 3.

The District reserves the further right to issue reasonable rules and regulations that are not inconsistent with the express provisions of this Agreement. The District will provide a copy of the rules and/or regulations to the Union at least seven (7) days prior to their effective date.

## ARTICLE V

### GRIEVANCE-ARBITRATION PROCEDURE

#### Section 1. Basic Principles

- (1) The aggrieved may seek advice from, and have the right to be represented at any stage of this procedure by a person of his/her choice.
- (2) Written grievances shall include the name and position of the aggrieved party, identification of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### Section 2. Definitions

- (1) Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
- (2) Aggrieved - shall mean an individual or group of Unit employees having the same grievance.
- (3) Unit President - shall mean the elected president of the Bargaining Unit.
- (4) Representative - shall mean any person designated by the aggrieved as his/her advisor or counsel, or to act on his/her behalf.

#### Section 3. Procedure

- (1) Step 1 - The aggrieved employee will present his/her grievance in writing to the immediate supervisor within five (5) work days following the date of occurrence giving rise to the grievance. Immediate supervisor shall mean the Head Mechanic. A written response shall be provided by the immediate supervisor within five (5) work days.
- (2) Step 2 - Any grievance not resolved in Step 1 shall be presented in writing, and signed by the grievant or his/her representative, and presented to the Director of Transportation within five (5) work days following the Step 1 decision. Within five (5) work days after receipt of the written grievance, the Director of Transportation shall meet with the grievant, his/her representative and Unit President, or designee, and shall, within five (5) work days after the meeting, provide a written answer to the employee, with a copy to the Unit President.

- (3) Step 3 - Any grievance not resolved in Step 2 shall be presented to the Executive Director for Management, or his/her designee, within five (5) work days of the receipt of the Step 2 answer. Within five (5) work days after receipt of the grievance, the Executive Director for Management or his/her designee, shall meet with the grievant and his/her representative, and the Unit President or designee. A written answer shall be provided by the Executive Director for Management or his/her designee within five (5) work days of the Step 3 meeting.
- (4) Step 4 - Any grievance not resolved in Step 3 shall be presented to the Superintendent, or his/her designee, within five (5) work days of the receipt of the Step 3 answer. Within five (5) work days after receipt of the grievance, the Superintendent or his/her designee, shall meet with the grievant and his/her representative, and the Unit President or designee. A written answer shall be provided by the Superintendent or his/her designee within five (5) work days of the Step 4 meeting.

#### Section 4.

Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to further contest the subject of the grievance and the matter shall be closed.

#### Section 5.

Public Employee Relations Board (PERB) arbitration is the final and binding end to a grievance procedure.

### ARTICLE VI

#### INSURANCE

##### Section 1. Health Insurance

The District shall provide members of the Unit health and dental insurance that is the same coverage and according to the same contribution rates provided by the District to its teachers.

Qualified unit members may elect to receive the following annual stipend as part of their regular salary (stipend added to regular pay for 20 pay periods) for declining enrollment in the District's Health Insurance Benefit Program.

|  |          |
|--|----------|
| Declination of Single Coverage:        | \$400.00 |
| Declination of Family/Double Coverage: | \$800.00 |

If a unit member who has selected this option has a change in family status and/or existing insurance, he/she may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.

Section 2. Retirement Coverage

The District will pay the same dollar contribution toward health insurance coverage as for active employees, for those who retire with twenty (20) years of District service.

Section 3. New York State Disability Insurance

The District will provide, at no cost to the employee, New York State Disability Insurance. the plan will consist of statutory coverage as governed by the provisions of the New York State Workers' Compensation Board.

ARTICLE VII

VACATIONS

Section 1

Vacation may be taken at any time during the school year upon giving reasonable notice to and receiving approval of the immediate supervisor. Vacation entitlement shall be computed on the basis of length of service as of the day preceding June 30th, or December 31st, as applicable.

| <u>Service</u>              | <u>Entitlement</u> |
|-----------------------------|--------------------|
| Upon completion of 1 year   | 10 days            |
| Upon completion of 7 years  | 15 days            |
| Upon completion of 13 years | 20 days            |

Section 2 Termination

Unit members whose employment is terminated prior to the Vacation period shall receive vacation pay prorated since the previous June 30th, at the rate of 1/12 of vacation entitlement earned for each month of service. A month in which the employee works at least 11 days shall constitute a month of service for this purpose.

ARTICLE VIII

HOLIDAYS

Section 1. Eligibility

To be eligible for holiday pay an employee must work his or her last regularly scheduled day before and first regularly scheduled day after the holiday. Exceptions to this requirement are for absence due to sick and family leave, vacation and Jury Duty.

Section 2. Work on Holidays

The District agrees to pay double time to any employee called to work, in addition to their holiday pay, on the holiday listed below.



Section 3. Holidays

Employees entitled to the following paid holidays:

- |                           |                                   |
|---------------------------|-----------------------------------|
| 1. New Year's Day         | 8. Columbus Day                   |
| 2. Martin Luther King Day | 9. Veteran's Day                  |
| 3. President's Day        | 10. Thanksgiving                  |
| 4. Good Friday            | 11. Day after Thanksgiving        |
| 5. Memorial Day           | 12. Christmas Day                 |
| 6. Independence Day       | 13. Day before or after Christmas |
| 7. Labor Day              |                                   |

ARTICLE IX

ILLNESS/BEREAVEMENT AND PERSONAL LEAVE

Unit member will be granted twelve (12) paid leave days per year to be used for their personal illness and/or family death or illness. These days will accumulate to 220 days.

Each member will receive two personal days in each contract year. Any unused personal time at the end of each year shall be added to sick/family accruals.

ARTICLE X

RETIREMENT

Upon retirement, each eligible employee shall be paid per diem for each unused Sick/Family day to a maximum of 220 days, provided that the employee has a minimum of 15 years District service and notifies the District six months prior to the effective date. The reimbursement rate is as follows:

| <u>Total Accumulated Sick/Family Days</u> |   | <u>Amount</u>   |
|---|---|-----------------|
| 0-49                                      | @ | \$25.00 per day |
| 50-100                                    | @ | \$35.00 per day |
| 101-220                                   | @ | \$60.00 per day |

ARTICLE XI  
CONTRIBUTIONS

**403(b) Contributions**

The Retirement Incentive Payment specified in Article X of the Agreement will become a non-elective employer contribution to a 403(b) plan of the unit member's choosing. The contribution will be in accordance to the IRS codes, rules and regulations. The contribution will be available to all unit members eligible as specified in Article X. The contribution will be remitted within thirty (30) days of the unit member's retirement date.

The District will pay an excess over the IRS limits as compensation to the unit member within 30 days of the unit member's retirement date.

Unit members will be provided the opportunity to make changes to their current 403(b) plans and/or designate a new carrier for the employer contribution. In the event that a member does not choose any 403(b) carrier, the District and the Association will mutually designate a "default carrier."

ARTICLE XII  
FUNERAL LEAVE

Additional leave or leaves beyond the bargain unit illness and bereavement days, may be granted by the District at its discretion, upon request to the Director of Human Resources or his/her designee. The decision of the Director of Human Resources or his/her designee on this issue may be appealed to the Superintendent.

ARTICLE XIII  
INCENTIVE DAYS

All Unit members shall be eligible to receive up to six (6) additional paid days per year which may be accumulated to a maximum of twenty (20) days and be carried over from year to year. Any days unused over 20 days can be accumulated as sick days under the provisions for Sick Days. Up to 20 incentive days can be converted to sick days at any time of the year. Such paid days shall be earned and utilized as provided below.

Employees who complete a full month of service without incurring an unpaid absence from work for any reason, other than an absence due to an approved unpaid leave of absence or an injury covered by Workers' Compensation or verified long-term illness shall be credited with one-half (1/2) of a paid day.

Employees who have earned and/or accumulated such days may, upon reasonable notice and approval from the immediate supervisor, take the day as a paid day off (as additional vacation or sick leave) or in cash as an extra day's pay. If the latter option is selected, the additional cash shall be payable in a lump sum at the end of the District's fiscal year, or at separation from employment.

## ARTICLE XIV

### SAFETY EQUIPMENT

Effective July 1, 1996, the District will furnish safety shoes and OSHA approved eye protection for each unit member once each year upon request of the unit member. The District also agrees to supply one work jacket as needed per year per bargaining unit member.

As an alternative, employees may elect to purchase their own OSHA approved safety shoes and the District will provide up to \$110.00 reimbursement toward the employees OSHA approved safety shoes, as needed. Unit members may have the option of purchasing a pair of safety shoes off the District's safety shoe bid.

Reimbursement for the District's portion will be provided within 15 days of submission of a paid receipt for said shoes to the Director of Transportation.

## ARTICLE XV

### TOOL REPLACEMENT

The District shall pay for the repair or replacement of employee tools when broken, damaged, stolen or lost, provided the need for repair or replacement is not due to the employee's negligence, the tool is used in the course of his/her employment and the need for repair or replacement arises out of that use in his/her employment, and the tool is used by the employee in his/her employment with the District's approval.

The District's obligation to pay for repair or replacement of tools shall only arise after the employee has exhausted all claims under the manufacturer's or seller's guarantees and warranties.

## ARTICLE XVI

### SENIORITY

Seniority for all purposes, unless otherwise noted in this Agreement, is continuous service with the District in one of the job classifications, or a comparable classification, covered by this Agreement. With respect to employees employed by the District in such a classification prior to September 1, 1983, and whose only interruption in service to the District has been their employment with Upstate Transport Consortium, Inc. between September 1, 1983 and July 2, 1984, seniority shall date back to, and be deemed continuous from the employee's most recent date of hire by the District before September 1, 1983.

Seniority shall apply in choice of vacation, layoff, recall, shift assignment and overtime situations.

## ARTICLE XVII

### SHIFT PICK

#### Section 1

Twice a year, there will be a shift pick according to the following:

- (1) During the second week of June to be effective July 1<sup>st</sup>;
- (2) During the second week of August to be effective the first day of school.

#### Section 2

The head mechanic will determine the number of individuals needed on each shift. Further, the head mechanic will determine what duties will be performed during each shift.

#### Section 3

According to the above dates, bargaining unit members will pick by seniority for the shift they desire.

## ARTICLE XVIII

### OVERTIME WORK ASSIGNMENTS

- A. Overtime will be assigned on a rotational basis according to seniority, ability, qualifications and safety factors.
- B. The list will start by seniority and after the initial round, individuals will be asked based on reverse order of the number of hours they have accumulated for the current year.
- C. When dealing with the overtime list, all hours will be counted. It is the goal of this procedure to balance, as much as possible, overtime within the unit.
- D. If a unit member is contacted and refuses overtime, it will count as if the member worked the overtime. If a member cannot be contacted, it will not be counted against that member.
- E. Bargaining unit members on vacation will not be called and will be treated the same as "unable to be contacted."
- F. Subject to the above conditions, the Union shall have total responsibility for making overtime assignments during the school year. The Union responsibility shall include:

1. Assign overtime during the school year;
  2. Select bargaining unit personnel to perform the overtime work assignments in a manner that will assure that all additional work assignments, including emergency assignments, are handled in a timely manner.
  3. In an emergency, the District may make the assignment to the first available person.
- G. The Union agrees that no grievances will be filed against the District regarding overtime work assignments during the period of time that the Union has responsibility for making these assignments.
- H. Time spent by bargaining unit personnel in making additional work assignments shall not be counted as time worked for overtime purposes.
- I. The Employer shall have the discretion to terminate the Union's responsibility for making overtime work assignments during the school year on one week's notice. Termination shall be for legitimate reasons, such as, but not limited to, excessive overtime or improper functioning. The Employer's decision to terminate shall not be subject to the grievance – arbitration procedure.

## ARTICLE XIX

### WORKERS' COMPENSATION

Whenever a bargaining unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will receive his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for up to one hundred and eighty (180) work days of temporary disability resulting from said accident or assault.

If the temporary disability extends beyond one hundred and eighty (180) work days, the bargaining unit member will receive an amount determined by the Workers' Compensation Board for the remaining period of temporary disability.

An employee may elect by written notice to the district to utilize accrued sick/family for this extended period of temporary disability, if this amount is greater than the amount determined by the Workers' Compensation Board.

Workers' Compensation payment during the extended period of temporary disability (referred to in paragraph 3) will be returned to the district at the written request of the employee. That amount will be converted on a pro-rata basis to purchase additional sick/family time for the bargaining unit member.

If all accrued sick/family is exhausted, the bargaining unit member will be entitled to only the amount determined by the Worker's Compensation Board.

After exhausting all other paid leave benefits, a bargaining unit member may apply to the Superintendent of Schools for an extension of the one hundred and eighty (180) work days with pay component of this provision. The extension may be for a period of time up to one (1) calendar year from date of injury. The Superintendent's decision is final and not subject to the grievance provision of this contract.

ARTICLE XX

WAGES

Section 1

- Step 1: Employees who have completed one year of District Service.
- Step 2: Employees who have completed two years or more of District Service.

| <u>Wages</u>                 | <u>2011-2012</u>     | <u>2012-2013</u>     | <u>2013-2014</u>     | <u>2014-2015</u>     |
|------------------------------|----------------------|----------------------|----------------------|----------------------|
| New Hire                     | \$26.21              | \$26.21              | \$26.47              | 80% of CPI (A)       |
| Step 1                       | \$28.96              | \$28.96              | \$29.25              |                      |
| Step 2                       | \$31.76              | \$31.76              | \$32.08              |                      |
| <br><u>Additional Duties</u> | <br><u>2011-2012</u> | <br><u>2012-2013</u> | <br><u>2013-2014</u> | <br><u>2014-2015</u> |
| Step 1                       | \$33.03              | \$33.03              | \$33.36              | 80% of CPI (A)       |

Note A: Amount equivalent to 80% of the average of the US Cities Northeast and NY/Northern NJ, All Urban Consumer Indices, as indicated in February 2014. However, it is agreed that this increase shall not be less than 1% and not greater than 3%.

Section 2

Longevity payments based upon the number of years of continuous service in the Transportation Department shall be paid as set forth below effective on the employees anniversary date.

| <u>Longevity</u>             | <u>2011-2012</u>     | <u>2012-2013</u>     | <u>2013-2014</u>     | <u>2014-2015</u>     |
|------------------------------|----------------------|----------------------|----------------------|----------------------|
| Step 3 after 9 years         | \$32.18              | \$32.18              | \$32.50              | 80% of CPI (A)       |
| Step 4 after 15 years        | \$32.30              | \$32.30              | \$32.62              |                      |
| Step 5 after 20 years        | \$32.41              | \$32.41              | \$32.73              |                      |
| Step 6 after 25 years        | \$32.58              | \$32.58              | \$32.91              |                      |
| <br><u>Additional Duties</u> | <br><u>2011-2012</u> | <br><u>2012-2013</u> | <br><u>2013-2014</u> | <br><u>2014-2015</u> |
| Step 2 after 9 years         | \$33.45              | \$33.45              | \$33.78              | 80% of CPI (A)       |
| Step 3 after 15 years        | \$33.58              | \$33.58              | \$33.92              |                      |
| Step 4 after 20 years        | \$33.75              | \$33.75              | \$34.09              |                      |
| Step 5 after 25 years        | \$33.90              | \$33.90              | \$34.24              |                      |

Night Shift Differential: \$ .35 per hour

Note A: Amount equivalent to 80% of the average of the US Cities Northeast and NY/Northern NJ, All Urban Consumer Indices, as indicated in February 2014. However, it is agreed that this increase shall not be less than 1% and not greater than 3%.

Section 3

Supervisor replacement rate is \$1.00 per hour.

Section 4 Night Shift Differential

Any employee assigned to the second shift shall receive a shift differential pay of \$.35 per hour.

ARTICLE XXI

WORK DAY/WORK WEEK/OVERTIME PAY

Section 1.

With the exception of the Storekeeper, the normal work day, for the purposes of this Agreement, shall consist of eight (8) hours.

Section 2.

With the exception of the Storekeeper, the normal work week, for the purposes of this Agreement, shall consist of five (5) eight-hour work days for a cumulative total of forty (40) hours.

Section 3.

Any employee who works in excess of forty (40) hours per week shall receive overtime pay at the rate of one and one-half (1-1/2) times the employee's normal rate of pay. For the purposes of this Section, paid time off shall be counted as hours worked for the computation of overtime pay.

Section 4.

Any work which is required to be performed on a Sunday shall be compensated at double the employee's rate of pay.

Section 5.

Mechanics will be guaranteed pay for a minimum of 2 hours when called in on weekends and week days outside of normal working hours.

## ARTICLE XXII

### ADDITIONAL DUTIES

#### Section 1

"Additional duties" include, but are not limited to:

- a. Assign second shift staff to respond to "road calls."
- b. Assign second shift staff "driver defect reports."
- c. Provide guidance and answer questions from other bargaining unit members.

#### Section 2

Interested bargaining unit members may "bid" to perform the "additional duties."

#### Section 3

All bargaining unit members who bid on "additional duties" will be granted an interview.

#### Section 4

The "additional duties" will be awarded to the bargaining unit member who is selected by an interview committee. The interview committee will be composed of individuals chosen by the Director of Transportation.

#### Section 5

The bargaining unit member who successfully bids and is awarded the second shift "additional duties" shall serve a trial period of up to six (6) months. If the employee does not successfully complete the trial period, or chooses not to complete the trial period, he/she shall be returned to his/her former position and former rate of pay without loss of seniority.

## ARTICLE XXIII

### DEPARTMENT OF MOTOR VEHICLE INSPECTION LICENSE

Two employees will maintain a current Department of Motor Vehicle inspection license for any District vehicle. For those hired after July 1, 1996, they will acquire and maintain said license. If at any time there are less than two employees and no one volunteers, the least senior member will have the required license. The cost for this Department of Motor Vehicle inspection license will be paid for by the District.



## ARTICLE XXIV

### EVALUATION

An annual evaluation will be conducted for each bargaining unit member.

## ARTICLE XXV

### SCHOOL CLOSINGS

Section 1. - Emergency Closing: An emergency closing will mean any emergency situation declared by the District Superintendent that pertains to conditions in Onondaga County.

- a. Employees are not required to report to work unless specified by the District.
- b. Any employee required to work at the direction of the District during a District emergency closing will be compensated at double time (2) their regularly hourly rate for all hours worked.

### Section 2. - District Declared Snow Day

- a. Employees are required to report to work unless specified by the District.
- b. First snow day closing is at regular pay (8) hours accumulative.
- c. Any additional snow day closings during the agreement year (July-June) will be compensated at one hours pay in addition to the employee's regular hours pay for the emergency closing worked.
- d. All hours worked before and/or after regular scheduled shift shall be paid at 1 ½ times the regular hourly rate.

## ARTICLE XXVI

### GENERAL CONSIDERATIONS

#### Section 1.

No Paragraph of this Agreement shall be a violation of Civil Service Law, the Rules and Regulations of the State Department of Civil Service, the Rules and Regulations of the Onondaga County Department of Personnel or any other law, local, state or federal.

#### Section 2.

In the event that any Paragraph of this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

Section 3.

This Agreement incorporates the entire understanding of the parties of all issues which were or could have been the subject of negotiations.

ARTICLE XXVII

TOW TRUCK LICENSE

The District will provide Bus Mechanics with training so that they will be eligible for a Class A license with "tow truck" endorsement.

ARTICLE XXVIII

DURATION

This Agreement shall become effective July 1, 2011, and remain in full force and effect until midnight June 30, 2015. Neither party to this Agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly covered by this Agreement unless it is mutually agreed to in writing.

ARTICLE XXIX

USE OF PERSONAL CELL PHONES

To ensure the safety of all personnel, mechanics are asked not to carry or utilize their personal cell phones and mobile devices while on the shop floor. All such devices shall be stored in the employee's locker or tool box.

Mechanics should provide the main shop phone number to family members so that they can be reached in event of a personal emergency.

TAYLOR LAW AMENDMENT

204a "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."

NORTH SYRACUSE CENTRAL  
SCHOOL DISTRICT

NORTH SYRACUSE BUS  
ENGINEERS ASSOCIATION

By Kim J. Drapeau  
Date 11.29.2012

By Richard W. Grinnell  
Date 11/27/12

By Dan Rheam  
Date 11/27/12