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**NORTH SYRACUSE CENTRAL SCHOOL DISTRICT**

**and**

**TEAMSTERS LOCAL 317, an Affiliate of  
the International Brotherhood of Teamsters**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2010, through June 30, 2013**

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## ARTICLE 1

### PARTIES TO THE AGREEMENT

The Agreement is made and entered into July 1, 2010, by and between NORTH SYRACUSE CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "employer" or "district" and TEAMSTERS LOCAL 317, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "local" or "union". This Agreement shall be in full force and effect through June 30, 2013.

## ARTICLE 2

### PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of its business, the Employer and Union now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) To promote fair and reasonable working conditions; (3) To promote individual efficiency and service to the citizens of the School District; (4) To avoid interruption or interference with the efficient operation of the employer's business; and (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE 3

### RECOGNITION

- a. The District recognizes and acknowledges that the Local Union is the sole and exclusive representative for all employees in the bargaining unit as hereinafter defined for the purposes of collective bargaining, including exclusive representation of employees in the unit regarding collective negotiations, settlement or grievances and all other contractual matters.
- b. The bargaining unit shall be defined to include all regular drivers and regular attendants, excluding all substitute drivers and substitute attendants, temporary employees and all other employees. Recognition shall continue for the duration of this Agreement or as provided by law.
- c. The Employer agrees not to enter into any agreement or contract with their employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- d. Should any new job title be created during the term of this Agreement, which encompasses the general range of duties performed by members of this bargaining unit, the Employer and the Union will attempt to determine whether or not such job titles appropriately belong in the bargaining unit.

## ARTICLE 4

### MANAGEMENT RIGHTS

Not by way of limitation, but to only indicate the type of matters or rights which belong to and are inherent to the District, the District retains the right to: hire, transfer, and to discipline or discharge non-probationary employees for cause; determine the number of persons required to be employed or laid off; determine the qualifications of employees; determine the starting and quitting time and the number of hours to be worked by its employees; make rules and regulations; determine work assignments of its employees; determine basis for selection, retention and promotion of employees; determine the type of equipment used and the sequence of work processes; determine the making of technological alterations by revising either process or equipment, or both; determine work standards and the quality and quantity of work to be produced; select and locate buildings and other facilities; establish, expand, and transfer or subcontract work; terminate or eliminate all or any part of its work or facilities, and control all other matters in its operation not expressly limited by these terms and conditions.

## ARTICLE 5

### BOARD OF EDUCATION

The Union agrees that the Board of Education is the policy-making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education commissioner.

The Board's policies shall not conflict with any provision of this Agreement unless such policy 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 reflect on the paragraph(s) of this Agreement which such policy specifically refers to and all other paragraph(s) of this Agreement not affected shall continue in full force and effect.

## ARTICLE 6

### MODIFIED AGENCY FEE

- a. Employees covered by this agreement shall be obligated to pay an Agency Fee, as long as it is required by NYS Law.
- b. An agency fee means a monthly service charge paid to the union as a contribution toward the Union's cost of administering the Agreement. The amount of the monthly fees shall equal the regular monthly dues and initiation fees of the Union that are charged to members of the bargaining unit who have joined the Union.

## ARTICLE 7

### DUES/FEE DEDUCTION

- a. The Employer shall deduct bi-weekly (20 equal deductions) Union membership dues, or agency fee where applicable, from the wages of those employees authorizing such deductions, and remit such deductions to the Union.
- b. If the employee's pay for any pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next period's paycheck, provided the employee's check is sufficient to allow the deduction.
- c. A check in the amount of the total dues and fees withheld from those employees affected by paragraph (a) shall be tendered to the Union within thirty (30) calendar days from the date of making such deductions.
- d. The District also agrees to deduct from an Employee-Union member's last paycheck for the school year an additional \$.50 and remit it to the Union along with regular dues deductions for a withdrawal card fee.
- e. The Union hereby agrees to hold the Employer harmless from any and all damages or liabilities which may arise from the performance of its obligations under this article and the Union agrees to indemnify the Employer for any such damages or liabilities that may arise.
- f. The District will deduct Union dues during the summer.

## ARTICLE 8

### NO STRIKES/LOCKOUTS

- a. The Union 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 strike, or to impose an obligation to conduct, condone, assist or participate in a strike. The District agrees that there shall be no lockouts during the term of this Agreement.
- b. Further, the Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.
- c. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.



## ARTICLE 9

### HIRING

The District will provide the Union with a copy of postings of vacancies in the bargaining unit. The Union, along with all other sources, shall have the opportunity to refer candidates for hiring, but the District shall have no obligation to hire such candidates.

## ARTICLE 10

### PROBATIONARY PERIOD

Each new employee shall be considered on probation for a period not to exceed the maximum period permitted by the County of Onondaga Civil Service Rules applicable to the positions covered by this contract. It is agreed that a probationary employee may be discharged at the sole discretion of the District and he/she shall not have the right to seek relief pursuant to the grievance and arbitration procedures of this Agreement.

## ARTICLE 11

### SENIORITY

- a. Seniority shall be defined as an employee's uninterrupted length of continuous employment with the North Syracuse Central School District Transportation Department. Employment with Upstate Transportation Consortium, Inc. during the 1983-84 school year shall not constitute an interruption of service for those employees who were on the District's payroll during the 1982-83 school year. A probationary employee shall have no seniority until he/she satisfactorily completes the probationary period, when at that time said probationary period will be added to his/her total length of continuous employment.
- b. Separate seniority lists shall be maintained for drivers and attendants. The District shall post and furnish to the Union the seniority lists each year by October 1<sup>st</sup>. The lists shall be open for protest and correction for thirty (30) days after posting. With respect to employees absent on disability or workers' compensation, the District will send them a copy of the list by registered mail, and the 30-day protest period shall run from the date of the receipt of the list.
- c. An employee's seniority shall be terminated when one or more of the following occurs:
  1. resignation;
  2. discharge;
  3. lay-off for a period of time exceeding eighteen (18) months;
  4. retirement;

5. failure to report to work for more than two (2) working days without having given the employer advance notice of pending absence;
6. unable to perform job duties due to illness or injury and unable to return to work upon the expiration of any leave applicable to the employee; or
7. refusing a call or failing to report to work within five (5) working days from the date the Employer sends the employee a recall notice by registered return receipt mail.

## ARTICLE 12

### LAYOFF AND RECALL

When the Employer determines it is necessary to reduce the size of its work force, such reductions shall be made in accordance with the following provisions:

- a. Employees shall be laid off according to their relative seniority with the least senior employee being laid off first, within job classification.
- b. Recall shall be in the inverse order of layoff and a laid off employee shall retain his/her right to recall for eighteen (18) months from the date of layoff.
- c. Laid off employees on the preferred eligible list may apply to serve as substitutes.
- d. Drivers or attendants on the preferred eligible list shall be offered temporary work before substitutes if the temporary work exceeds five (5) consecutive days.
- e. Notice of recall shall be sent to the employee's address on the employer's records and shall be sent by registered return receipt mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.

## ARTICLE 13

### EMPLOYMENT AND RUN ASSIGNMENT

- a. The Employer will bid regular routes each school year according to seniority, ability and qualifications. When ability and qualifications are equal, seniority shall prevail. No employee will be allowed to bid a combination of routes that exceeds 40 hours per week. Attendants will bid separately for midday and BOCES runs by seniority beginning September 1995.

- b. Any route that becomes vacant during the school year or any newly created route will be posted for a time period of 3 schedule work days. Any employee who wants to be considered for the route must apply during the posting period. If more than one employee applies for the route, the route will be awarded to the most senior employee.
- c. Each employee shall be limited to a maximum of one (1) bid resulting in a run change under paragraph (b) above per school year. A bid that does not require a driver to relinquish any run or runs bid in August shall not constitute a run change subject to this limitation.
- d. The district shall notify by July 1<sup>st</sup> all drivers and attendants, except probationary drivers, who will be retained for the next school year. Drivers and attendants who are not offered employment shall be given the reason by written notice.
- e. Each driver or attendant shall give written notice to the district by July 15 whether he/she accepts employment. Failure to notify by July 15 shall mean the driver declines employment.
- f. Drivers or attendants with the least seniority shall be notified as soon as possible should there be insufficient routes to require their employment.
- g. A list of runs, including the approximate time and the schools served on each run, shall be made available.
- h. Drivers and attendants shall be given at least two (2) calendar weeks notice when their runs are going to be bid the following school year. Runs shall be bid about the middle of August each year, unless the District notifies the employees by June 15<sup>th</sup> of a different bidding period.
- i. An assigned bus may be changed in the event that the bus originally assigned no longer meets the best interests of the District. In the event any run, or a portion thereof, is canceled subsequent to bidding, the District may assign without rebidding another run or portion thereof that is comparable in time to the canceled run.
- j. Notification of cancellation or change of assigned extra runs will be made as soon as practical. Employees affected by the cancellation or change may not bump another assigned run.
- k. Employees will be paid at the regular straight time rate for attendance at conferences and training.
- l. Buses will be assigned to bid routes using the following guidelines:
  - 1. Maximize allowable state aid.
  - 2. Meet the needs of students –i.e., adaptive equipment, capacities, location, etc.
  - 3. Buses will be assigned to routes in an effort to balance mileage between individual vehicles.
- m. There will be a three (3) hours guarantee for “dry runs” with no students on board for the purpose of correcting route sheets. In order to be eligible to receive the guarantee, revised route sheets and dry run forms must be submitted to the District within five scheduled working days for all bid routes. Also, if an extension is needed, the driver must request on the form and receive permission from their supervisor.

- n. Drivers and attendants will be paid 1/2 hour layover for a maximum of four district-wide half days. Each year the District and Teamsters will mutually agree upon the four days in the calendar.
- o. Drivers will be paid for time updating route sheets with Dispatchers after their "mark out" time.
- p. Driver will be paid 10 minutes prior to AM/NOON/PM runs for required pre-trips, and 15 minutes after AM/PM runs for purpose of fueling, and sweeping vehicles. All attendants are paid 5 minutes prior to pull out time. On wheelchair buses, attendants shall be paid ten (10) minutes prior to pull-out time for AM and PM runs to check the equipment to assure it is in proper working condition.

Cleaning vehicles, washing vehicles and completing required paperwork will be added to pre-and post-trip duties.

- q. The District shall complete the updating of route sheets within a reasonable period of time. All increases in paid time off and wages shall be retroactive.
- r. The District will provide updated route sheets when requested.
- s. The District will provide one mandated Fall in-service meeting during the summer. The District shall provide a mandated Fall in-service makeup meeting after Labor Day and before the first day of school.
- t. Attendants shall be eligible to be considered for bus driving positions based on the District's criteria. An attendant that is accepted into the bus driving training program must take a leave of absence to work as a substitute Bus Driver. The leave of absence shall be for a one (1) year period. If hired as a Bus Driver, that employee shall be placed at the bottom of the Bus Driver seniority list for bidding purposes but shall retain all District seniority for all other contractual provisions that a bargaining unit member is entitled to.

## ARTICLE 14

### RUN GUARANTEES

- a. There shall be a two (2) hour guarantee on the regular AM run and on the regular PM run and a one (1) hour guarantee on the noon, late, or any other run.
- b. On field trips, if there is less than 24 hours notice of change in start time, the driver will be paid for the stated start time or the actual start time, whichever is earlier, unless such change was due to "acts of God" such as inclement weather, water main break, etc.
- c. On one or two hour school delays, Drivers/Attendants will be paid for delays if their mark-in time is within twenty (20) minutes of the official delay call, notification to the Driver's Lounge, or radio on the bus.
- d. There will not be any delay over two hours. If school is closed after a delay is called, employees will be paid their entire bid hours for that day in accordance with the provisions of Article 22.

- e. Employees that have scheduled medical, dental, court appointments, settling of wills and/or estates, house closings, or other important matters that require legal/medical/custodial presence of the employee will not be charged for being absent for that appointment due to a school delay. The District has the right to require verification of the absence.
- f. Employees shall be required to scan in for their first AM assignment only. They shall not be required to scan in or out at any other time. The District shall not utilize the scanning information to modify run times or to discipline employees.

## ARTICLE 15

### ADDITIONAL WORK ASSIGNMENTS

- a. Except as otherwise provided in this article, all extra driving, such as field trips and after-practice trips, will be offered to all regular drivers prior to other employees. Extra driving will be assigned on a rotational basis according to seniority, ability, qualifications and safety factors. Drivers of kindergarten routes will not be permitted to substitute an extra trip in lieu of their kindergarten route. Drivers of regular afternoon routes will not be allowed to substitute extra trips in lieu of their regular afternoon routes.
- b. Drivers or attendants interested in additional work, over regular bid work, shall sign an additional work notice. Assignments of additional work shall be made so that, when possible, the additional hours plus the regular bid hours shall not exceed a total of forty (40) hours per week for any driver. The objective shall be to make additional work assignments in a manner that will minimize the payment of overtime.
- c. An employee that signs a bid (temporary or regular) will have 24 hours after being awarded the bid to accept the bid in writing. If the employee does not respond within 24 hours the District shall award the bid to the next person on the bid.
- d. Subject to the above conditions, the Union shall have total responsibility for making additional work assignments during the school year. This Union responsibility shall include:
  - 1. Creating or adopting a method for making additional work assignments during the school year;
  - 2. Making additional work assignments during the school year, which shall include making all additional assignments that were formerly made from the "wheel" at all hours on weekdays and weekends, including emergency assignments;
  - 3. Selecting bargaining unit personnel to perform the additional work assignments in a manner that will assure that all additional work assignments, including emergency assignments, are handled in a timely manner.
  - 4. In an emergency, the operator of the wheel or the District may make the assignment to the first available person.

- e. The Union's responsibility for making additional work assignments shall not extend to work performed during the summer months (i.e., between the day after graduation and the opening of school in September). The guidelines for the summer operation of the wheel will be mutually developed between the District and the Union; and shall be reduced to writing as a District Administrative memorandum and applied in future years, unless the summer program(s) change significantly in scope and/or nature.
- f. The District's sole obligation regarding additional work assignments during the school year shall be to pay for this service a maximum of 432 hours (12 hours/week for 36 weeks) per school year, unless the school year is extended beyond 185 days of student attendance. Hours worked by the driver making the additional work assignment shall be credited toward holiday pay and attendance incentive days.
- g. The Union agrees that no grievances will be filed against the District regarding additional work assignments during the period of time that the Union has responsibility for making these assignments.
- h. The Employer shall have the discretion to terminate the Union's responsibility for making additional 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. If the Employer exercises its discretion to terminate the arrangement, the Employer's obligation to pay for the additional work service shall cease one (1) week after notice is given.
- i. The Business Agent shall have the authority to remove any wheel person at his/her sole discretion from the duties and functions of the wheel.

## ARTICLE 16

### SUMMER ASSIGNMENTS

- a. The District agrees to notify each bargaining unit member of the date, time and location for bidding of summer work prior to the end of the school year. All bargaining unit members wishing to work will report to the location at the time and date posted. Any bargaining unit member not present, and who has not made arrangements for bidding will be considered not desirous of work.
- b. The District will post at the start of bidding all summer assignments known at that time. No bargaining unit member will be allowed to bid work that would exceed forty (40) hours per pay week. Summer assignments that arise during the course of the summer that were not provided for at the time of bidding will be assigned by seniority to those bargaining unit members who have signed, at the time of bidding, a list indicating that they are available and desirous of such work.
- c. Should no drivers on the list be available or qualified for an assignment, the Employer shall have the right to assign other drivers not on the list to drive the assignment. The Employer shall make an effort to utilize the least senior driver when assigning drivers not on the list. A driver who refuses to drive a summer assignment after he/she has requested and been awarded the route shall be subject to a disciplinary action. If no one on the sign-up list volunteers, any mandatory assignment shall be given to the least senior employee on the sign-up list. If no one on the sign-up list is available or reachable, then any mandatory assignment shall be given to the least senior employee who has not signed the list and who is reachable by the District.

- d. A Bargaining Unit Substitute Driver/Substitute Attendant who fills in for a Driver/Attendant who was awarded a summer run and who is on a long-term leave (over five days) will be eligible for field trip work.
- e. The conditions below will apply to bidding on "Summer Wheel Position" for the North Syracuse Central School District:
  1. The Union shall have total responsibility for making additional work assignments during "Summer School".
  2. The "Summer Wheel Position" is for 3 hours per week. Additional time may be allowed with prior permission of the Director of Transportation or a Dispatcher.
  3. The Summer Wheel Person shall start on the first day of summer school. The person shall work 1 hour on Monday mornings for bidding on field trips at 9:30 a.m. in the employee lounge. The Summer Wheel Person shall be responsible for bidding all field trips during the summer. The Summer Wheel Person shall perform other work related to field trips throughout the week as needed.
  4. The Summer Wheel Person is responsible for maintaining a seniority wheel for summer drivers with regular bid routes. Also, the Summer Wheel Person will maintain a "wheel" for summer sub drivers (for trips that "regular" drivers cannot or do not want), summer sub attendants, and summer sub bus washers.
  5. There shall be a summer school emergency sign-sheet posted weekly.
  6. Guidance will be available from the Dispatchers as needed.

## ARTICLE 17

### SUMMER WORK RULES

- a. Any work bid by a driver or attendant where it is known prior to the start of summer school that this individual will not be available due to a verified medical condition to start the summer work shall be immediately placed up for a temporary bid. If the regular individual returns prior to the end of summer school, the temporary person will be placed on the substitute list in accordance with seniority for the position that they were a substitute.
- b. When bidding, there are five categories of work:
  1. Regular driver
  2. Substitute driver or attendant
  3. Regular attendant
  4. Bus washers
  5. Substitute bus washers

During the bidding period, if a position is open to an individual and they pass that position, they will not be eligible to bid for that position if one should become available at a later time. This applies to all work with the exception of the Long Island trip.

- c. Extra work is to be given out by seniority. Where possible, field trips will not be split.
- d. When bidding, do not sign up for any work unless you intend to work through the summer. Employees will not be allowed time off for vacation during summer school.
- e. Employees that are awarded a regular summer work assignment (excluding substitute positions) shall be denied summer work for that summer if they are absent for three (3) unauthorized days. Further if an employee violates this section they will not be permitted to work the following summer. Authorized days are personal and family illnesses days, personal days, workers compensation, disability or absences covered by the FMLA. A doctor's note may be required for personal illness beyond three (3) days during summer work. Other instances may be excused by mutual agreement between the District and the Union.
- f. Employees shall be paid their regular school year hourly rate of pay and hours for all sick and personal time that is used during the summer work period regardless if the employee is working at a lesser rate of pay.

#### ARTICLE 18

#### JOB POSTINGS

District job postings related to Transportation shall be posted in the Driver's Lounge the day after being received by the Transportation Office.

#### ARTICLE 19

#### OVERTIME PAY

All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 1/2) times the hourly rate applicable to the job being performed on an overtime basis. For the purposes of this article, work being performed by an employee after forty (40) hours of actual work in any one week shall be work performed on an overtime basis.

#### ARTICLE 20

#### JURY DUTY

Each employee shall be granted leave with full pay for a period necessary in order to perform jury or panel duty or to testify as a subpoenaed non-party witness in a court proceeding. Such absences shall not be deducted from any other leave of absence.



ARTICLE 21

HOLIDAYS

a. Eligibility

To be eligible for holiday pay, an employee must:

1. if new, have worked at least thirty (30) calendar days preceding a holiday; and
2. have worked the regularly scheduled day before and after the holiday unless
  - (a) absent for jury duty
  - (b) bank time or personal day
  - (c) for the purposes of this paragraph only, the words "regularly scheduled day" are defined as AM and PM (and late runs) only (not mid-day runs).

b. Holiday Pay

Holiday pay shall be based on an employee's regular daily assigned run for the average of the five days previous to the holiday.

- c. Employees that work the day of the holiday or on the day observed as the holiday shall be paid holiday pay in addition to regular pay for working the assignment. Overtime shall be paid for all hours paid over 40 hours.

d. Benefit

During the term of this contract, there will be twelve paid holidays (see Appendix B).

e. Personal Day

All employees in the bargaining unit shall be allowed one (1) day paid leave per agreement year (non-cumulative) for personal reasons provided reasonable notice is given to the department Director if it is a school day.

- f. Employees shall be paid for the day after Thanksgiving.

ARTICLE 22

SNOW DAYS

Employees will be paid for their entire daily run up to five (5) times per year on declared snow days.

## ARTICLE 23

### UNPAID LEAVES OF ABSENCE

- a. An employee who has completed one (1) year of employment with the Employer may be granted a leave of absence without pay or benefits for a period determined by the Employer (not to exceed 1 year) because of injury, illness or other compelling reasons. The decision to grant the leave or the length of the leave period shall be at the discretion of the Employer, but shall not be denied in an arbitrary or capricious manner.
- b. Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another without the Employer's approval during the time period he/she is on leave. Employees who accept other employment or engage in other business activities, without the Employer's approval, while on leave will have their employment terminated. An employee who fails to return to work at the expiration of the leave will be considered to have quit employment.
- c. When an employee returns to work after a leave of absence, he/she will be assigned to the position, which he/she formerly occupied. A substitute driver may be assigned the run during the leave of absence. Prior to the re-employment of any employee, the employee must be able to perform the work and be physically qualified.
- d. An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.
- e. While on leave, an employee shall continue to maintain and accumulate seniority up to a maximum of sixty (60) calendar days per school year (July 1<sup>st</sup> through June 30<sup>th</sup>), except for a verifiable illness or injury. In the event a leave extends from one school year to another, the employee on leave shall continue to maintain and accumulate seniority for the first sixty (60) calendar days of the leave per school year.
- f. Employees on unpaid leave of absence will be entitled to no pay or benefits. If an employee on an unpaid leave of absence desires medical insurance coverage, the employee will be responsible for payment of the full premium.
- g. It is the agreement of both parties that bargaining unit members are entitled to all provisions of the Family and Medical Leave Act. Therefore, where the provisions of the Family and Medical Leave Act exceed the contractual agreement, the Family Medical Leave Act will take precedence. Where the provisions of the contractual agreement exceed the Family and Medical Leave Act, the contractual agreement will take precedence. To qualify for the Family and Medical Leave Act, an employee must have worked at least 1250 hours in the past 12 months.

## ARTICLE 24

### PENSION

The District shall provide the New York State Employees Retirement System Plan 75 (I) for eligible employees. Employees hired after July 1, 1976, will be provided the appropriate plan under the New York State Employees Retirement System. Employment with Upstate Transportation Consortium, Inc. during the 1983-84 school year is not considered employment with the District for pension or other purposes, except as otherwise provided in this Agreement. This provision will take effect April 1, 1991.

## ARTICLE 25

### INSURANCE

a. The District shall provide the agreed to Teamsters Health Insurance Plan to all employees. Those employees that choose to remain in the District Health Plan(s) may elect not to participate in the Teamster Plan but cannot enroll in the Teamster plan at a later date. All newly hired employees and those that elect to participate in the Teamster plan may not change back to the District plan(s) until retirement or if the entire group no longer participates in the Teamster Plan. It is agreed that all bargaining unit employees shall be permitted to enroll in the same retirees insurance options under the same conditions as the Teachers bargaining unit as set forth in Article 25 of the Teamster contract upon retiring.

b. Health

Members of this unit will be entitled to the same health, vision and dental insurance available to members of the teachers' bargaining unit at the same contribution rate unless stated otherwise in this agreement.

c. For Bargaining Unit members who opt for District self-funded insurance:

1. Prescriptions purchased through a retail pharmacy will be limited to a 34-day supply maximum. Prescriptions purchased through the mail order pharmacy will be limited to a 102-day supply maximum. This provision sunsets on June 30, 2012.

2. If a brand name drug has a generic alternative, the member must purchase the generic alternative. However, if the generic alternative is tried and is deemed not effective by a physician, or if there is an existing medical condition prohibiting the use of the generic alternative, the brand drug will be covered. This provision sunset's on June 30, 2012.

d. Retiring Teamsters that participate in the Teamsters Health Insurance plan that retire in July or August will continue to be enrolled in the Teamsters Plan until August 31<sup>st</sup> of that year. Employees that retire at other times during the year will receive Teamsters Health Insurance until the last day of the month in which they retire. Thereafter, in accordance with the agreement, employees are entitled to participate in the District retiree plan(s) under the same terms as members of the Teachers' bargaining unit members.

e. Retiree Health, Dental and Vision Insurance

The District shall pay the applicable percentage amount per Article 23 (a) for group health insurance for retired employees who have a minimum of twenty (20) years service in the District. Retired employees are not eligible for the District dental, life or optical plans. A bargaining unit member with twenty (20) or more years of District service and who is over the age of fifty (50), but not eligible for benefits under the Retirement System, regardless of membership in the Retirement System, may remain a member of both the health insurance plan by paying up to one hundred two percent (102%) of the full premium cost (i.e., both the District's and the employee's share). When such employee meets the Retirement System eligibility requirements, the District shall pay the same apportionment of the premium costs that it pays for other retirees in accordance with the provisions of this paragraph.

f. New York State Disability Insurance

Effective February 11, 1976, New York State Disability Insurance shall be extended to employees covered by the contract in lieu of any other sick leave program. For those members on disability for more than two weeks, Personal/Family illness days will be prorated for the days allocated on December 1<sup>st</sup>, April 1<sup>st</sup>, and June 30<sup>th</sup> of each year.

ARTICLE 26

PERSONAL ILLNESS AND FAMILY ILLNESS DAYS

- a. Bargaining Unit members will be granted two (2) illness days on September 1<sup>st</sup>, December 1<sup>st</sup>, April 1<sup>st</sup>, and June 30<sup>th</sup> of each year to be used for personal or family illness.
- b. Bargaining Unit members who have used no more than two (2) illness days from September 1<sup>st</sup> through November 30<sup>th</sup> will have the option of receiving pay for three (3) unused illness days, payable in the first payroll in December.
- c. Bargaining Unit members who have used no more than two (2) illness days from December 1<sup>st</sup> through March 31<sup>st</sup> will have the option of receiving pay for two (2) unused illness days, payable in the first payroll in April.
- d. Bargaining Unit members who have used no more than two (2) illness days from April 1<sup>st</sup> through the end of the school year will have the option of receiving pay for two (2) unused illness days, payable in the last payroll in June.
- e. Bargaining Unit members will have the option of receiving pay for seven (7) unused illness days, or a portion thereof, payable in the last payroll in June provided they have met the conditions stated above in Sections B, C, and D. However, the maximum number of unused illness days a bargaining unit member can receive pay for in a school year is seven (7).
- f. Employees shall have the option to be paid for unused illness days and the personal day in APPENDIX B during unpaid periods such as spring break, Superintendent Conference days, etc.
- g. Any unpaid illness days shall be added to the bargaining unit member's accrued illness days. Accrued illness days can be paid in lieu of the current year's illness days provided that the criteria is met for qualifying for payment.

- h. An employee shall be allowed to designate paid illness days to be utilized as paid personal days for court appointments, the settling of wills and estates, house closings or other important matters that require the legal/medical/custodial presence of the employee. The District has the right to require verification for the absence. Unused personal days/hours shall be added to an employee's accrued illness days.
- i. When employees call in sick, they will indicate who is sick and also they will indicate duration of time the employee will be out, if known.
- j. Incentive days accumulated prior to this contract will be credited to each bargaining unit member's accrued illness days. Unused days will be credited to a maximum of 220 illness days.
- k. Upon retirement, each eligible employee shall be paid an amount per day for each unused illness day to a maximum of 220 days, as noted in the following table, provided that the employee notifies the District three months prior to their effective retirement date. Any exception shall be at the sole discretion of the District.

<u>Days</u>	<u>Amount</u>
0-49	\$40/day
50-110	\$45/day
111-220	\$55/day

- l. Upon retirement, a day will be calculated at six and one-half (6 1/2) hours. If the District goes to full day kindergarten, a day for the purpose of retirement calculation will be five and one-half (5 1/2) hours.
- m. Employees will not be charged illness day pay for appointments/time off relating to Workers' Compensation with proper documentation.

ARTICLE 27

BEREAVEMENT LEAVE

- a. An employee shall be granted time off with pay, up to a maximum of three (3) paid days per death of a member of the employee's immediate family and any person who permanently resides with the employee, stepchild or stepparent. For the purposes of this paragraph, "immediate family" shall be defined as to only include the employee's spouse, child, parents, parents-in-law, brother and sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparents, grandparents, and grandchildren, aunts, uncles, step-children and step-parents.
- b. Requests for bereavement leave must be made to the Director of Transportation as soon as possible, with the Director having the right to ask for and receive evidence as to proof of death.

ARTICLE 28

CREDIT UNION

The District agrees to continue deductions for the North Syracuse Federal Credit Union as they have in the past and to make proper and timely remittances as authorized by members of the bargaining unit.

ARTICLE 29

EDUCATION

- a. Drivers who actually attend required training conferences during the school year shall be paid their regular hourly rate for each such conference attended.
- b. If an employee is required by the District to remain after such a conference for more than 15 minutes, the employee shall be paid for time worked.

ARTICLE 30

UNIFORMS

The District agrees that if any employee is required to wear a uniform or safety equipment as a condition of continued employment, such uniform or safety equipment shall be furnished and maintained by the District free of charge and at the standard required by the District. The establishment of a dress or grooming code by the District shall not involve an application of this paragraph.

ARTICLE 31

WORKERS' COMPENSATION CLAIMS

The District agrees to provide and pay the full premium for workers' compensation insurance for all members of the bargaining unit.

The District further agrees to cooperate toward prompt settlement of employee on-the-job injury/illness claims when such claims are due and owing. The District shall provide workers' compensation protection if the injury/illness arose out of or in the course of employment.

In the event that an employee is injured on the job, the District shall pay such employee the normal day's pay for the time lost on the day of injury due to the injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive the balance of his/her normal average payment for that run.

ARTICLE 32

WORKERS' COMPENSATION AND EARLY RETURN TO WORK

If a bargaining unit employee is absent from work as a result of a work-related injury, the following conditions will apply:

- a. An employee will utilize a maximum of 10 accrued illness days earned from prior years until the missed time has been determined to be work-related by Workers' Compensation. An employee can choose to use more accrued sick days if he/she desires. The District will not pay employees that do not have illness days. Days earned during the school year that the injury occurred will not be used while the employee is out of work unless the employee chooses to use them.

- b. If an employee uses illness days and Workers' Compensation determines that the claim was work-related, then any monies that are awarded to the employee will be returned to the District. The amount will be converted on a prorated basis to purchase additional illness days for the bargaining unit member.
- c. There shall be an Early Return to Work Program that will be available to all bargaining unit employees that have medical authorization to participate. A bargaining unit member shall be allowed up to six (6) weeks of work as an attendant on runs that are not bid. The six weeks may be extended by mutual agreement between the Union and the District.
- d. An employee will be eligible for the Early Return to Work Program only if the injury is a verified Workers' Compensation claim, and it serves as a transition period for the employee to resume his/her regular duties.
- e. An employee must be out of work for at least three (3) weeks before they are eligible for the Early Return to Work Program.
- f. An employee will be paid a minimum of five and one-half (5 1/2) hours a day while on the Early Return to Work Program.
- g. All employees shall be paid their regular rate of pay for all hours worked while on Early Return to Work Program.
- h. Employees participating in the Early Return to Work Program shall be allowed to go to therapy, doctor's appointments, or Workers' Compensation hearings without penalty and without loss of pay. The employee must provide the proper documentation.

### ARTICLE 33

#### ACCIDENT COMMITTEE

a. Membership Selection

- 1. Committee will consist of four (4) school bus drivers from the Bargaining Unit.
- 2. Individuals will serve for a period not to exceed two (2) consecutive years.
- 3. The committee will be set up so that two members will be replaced each year and two members retained from the previous year.
- 4. The Director of Transportation or designee will select new members at the beginning of each school year.
- 5. These candidates will be selected from individuals who have volunteered to serve in this capacity.
- 6. If for any reason a particular individual will not be considered, the Director of Transportation or designee will inform that individual why he/she was not selected for the committee.

b. Charge of Committee

1. The committee will review all vehicular accidents that occur with district-owned vehicles and determine in accordance with National Safety Council Standards, preventability and chargeability.
2. The result of this determination will be reported to the Director of Transportation or designee for review and appropriate disciplinary action if warranted.

c. Bargaining Unit members who serve on the accident committee will be paid for the time the committee is in session.

d. Future of Committee

1. The committee serves at the discretion of the District and may at any time be terminated.

ARTICLE 34

HEALTH AND SAFETY

- a. The District shall make reasonable provisions for the health and safety of its employees during their hours of employment.
- b. Bargaining unit members arrested for Driving While Intoxicated (DWI), Driving While Ability Impaired (DWAI) and other similar offenses shall receive an immediate, voluntary, unpaid leave of absence, pursuant to Article 21. This unpaid leave of absence may continue, at District discretion, until the case resulting from the arrest is resolved. If a member completes a District-selected Drug/Alcohol program, passes evaluation and provides appropriate documentation, they may return to work in a non-safety sensitive function until the case is resolved.

ARTICLE 35

PHYSICAL EXAMINATIONS

- a. All employees shall be required to take and pass an annual physical examination as a condition of continued employment from a physician designated by the North Syracuse Central School District, which shall be paid for by the Employer. The cost of pre-employment physicals for new employees shall be paid by the employee.



- b. Due to extenuating circumstances, a bus driver may make advance arrangements with the Director of Transportation to have the annual physical, required by law, at a time other than the usual time prescribed by the Employer. In such case, the driver shall be required to take the physical examination in the School Physician's office, and to take a hearing test by audiometer, no earlier than one month before the school year begins and not later than one week before the school year begins. Reimbursement to the bus driver shall be at the rate the Employer pays the physician for physicals held on the prescribed day.
- c. The District will notify the Union 30 days in advance of changes in physical test procedures – if known.

### ARTICLE 36

#### NON-DISCRIMINATION

- a. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, religion, national origin, age, sex or handicap, and activities or lack of activities on behalf of the Union, to the extent that such discrimination is prohibited by law.
- b. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.
- c. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

### ARTICLE 37

#### DISCIPLINE AND DISCHARGE

- a. No employee who has passed the probationary period will be disciplined or discharged without cause. Progressive discipline, consisting of one warning letter, will precede discharge in the event of a minor infraction. No requirement for progressive discipline shall apply with respect to major infractions. Examples of major infractions include:
  - 1. dishonesty;
  - 2. being under the influence of alcoholic beverages while on duty or consuming alcoholic beverages while on duty;
  - 3. the taking of, or being under the influence of, narcotics (as described in the Pure Food and Drug Act, including barbiturates and amphetamines) during the working hours or on District business or property, or possessing or selling narcotics in District equipment or on District premises or on District time;
  - 4. abuse of a supervisor, other employee or student;

5. negligence resulting in a serious accident while on duty;
6. the carrying of unauthorized passengers;
7. failure to report an accident;
8. punching a time card other than the employee's own for the purpose of stealing time;
9. unauthorized use of motor vehicles; and
10. insubordination.

The above list consists merely of examples of major infractions. The list is not intended to complete and is not intended to limit or define the number of type of major infractions.

- b. Disciplinary warnings shall be removed from the personnel file eighteen (18) months after issuance.
- c. Disciplinary action taken against a non-probationary employee may be processed through the grievance procedure of this Agreement. If a disciplined employee is covered by Section 75 of the New York Civil Service law, use of the grievance procedure by an employee shall preclude the use or application of Section 75.

### ARTICLE 38

#### GRIEVANCE PROCEDURE

- a. Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.
- b. For the purposes of this procedure, the below listed terms are defined as follows:
  1. Grievance - A "grievance" shall be defined as an alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
  2. Aggrieved party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance.
- c. The following procedures shall apply to the administration of all grievances filed under this procedure:
  1. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his/her representative, if any.
  3. The preparation and processing of grievances shall be only conducted during non-working hours.
  4. The time limits provided herein and in Article 39 shall be strictly adhered to. Any grievance not filed initially, appealed or submitted to arbitration within the specific limits will be deemed waived and void. The time limits specified for either party may extend only by mutual written agreement.
  5. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- d. All grievances shall be administered in accordance with the following steps of this procedure:

Step 1:

The employee and/or Union Representative shall present his/her grievance orally or in writing to the immediate supervisor within five (5) work days following the occurrence of the facts giving rise to the grievance.

Step 2:

If the grievance is not resolved informally at Step 1, it shall be reduced to writing and presented to the Director of Transportation within seven (7) work days following the District's Step 1 response. The Director of Transportation may arrange a meeting to discuss and attempt to resolve the grievance. The Director of Transportation shall render a written decision and present it to the grievant and Union Steward within seven (7) work days from the receipt of the written grievance.

Step 3:

If the grievance is not resolved at Step 2, it shall be presented to the Superintendent of Schools or his/her designee within five (5) work days following the receipt for the Step 2 decision. The Superintendent or his/her designee may arrange a further meeting which will include the Business Agent to review and attempt to resolve the grievance. The Superintendent or his/her designee shall render a written decision and present it to the grievant, the Union Steward and Business Agent within ten (10) work days from his/her receipt of the grievance.

## ARTICLE 39

### ARBITRATION PROCEDURE

- a. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, then within ten (10) work days after receipt of the decision at Step 3 of the Grievance Procedure, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association.

- b. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to the law or violates any of the terms and conditions of this Agreement.
- c. The arbitrator shall not hear more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.
- d. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association, or if mutually agreed, pursuant to the rules of the New York State Medication Board.
- e. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- f. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.
- g. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights provided by the Grievance and Arbitration Procedures herein contained.

#### ARTICLE 40

#### UNION STEWARDS

The District recognizes the right of the Local Union to designate job stewards and alternates from the District's seniority list. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities, which shall not interfere with the operations of the District:

- a. the investigation and presentation of grievances with the District in accordance with the provisions of the collective bargaining Agreement;
- b. the collection of the dues/fees when authorized by the appropriate Local Union action;
- c. the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - 1. have been reduced to writing, or
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Employer's business.

## ARTICLE 41

### TIME OFF FOR UNION ACTIVITIES

The District agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to any employee designated by the Union to attend a labor convention, provided 48 hours' written notice is given to the District by the Union, specifying the length of time off. The Union agrees that in making its request for time off for this purpose, due consideration will be given to the number of employees affected in order that there will be no disruption of the District's operations due to lack of available employees.

- a. The District will pay stewards for lost time when attending negotiations/Labor Management/Weingarten meetings. These meetings will be mutually scheduled.

## ARTICLE 42

### INSPECTION PRIVILEGES

An authorized agent of the Union shall have access to the District's premises during working hours for the purpose of adjusting disputes and investigating grievances, provided, however, that there is no interruption of work. When possible, the agent will notify in advance, the Executive Director for Finance.

## ARTICLE 43

### BULLETIN BOARD

The Union shall have the right to post notices and other communications on a designated bulletin board maintained on the premises and facilities of the District, provided, however, that their content is not derogatory or controversial.

The District agrees that the facilities of the schools shall be available for meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for the use of facilities shall be made in accordance with established procedures and it is agreed that any employee scheduled to work at the time shall not be allowed to leave his/her work location to attend the meeting.

## ARTICLE 44

### EARLY DISMISSAL

Any unscheduled early dismissal will result in one (1) additional hour's pay at the employee's regular straight-time pay, for any drivers or attendants involved.

ARTICLE 45

LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established and shall include mutually agreed upon bargaining unit members and may include one (1) substitute employee as an observer.

ARTICLE 46

SAFETY SHOES

Two (2) pairs of safety shoes shall be provided and paid for by the District every two (2) years to employees that elect to participate in the safety shoe program.

ARTICLE 47

GENERAL CONSIDERATIONS

- a. No paragraph in this Agreement shall be in violation of the 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.
- b. 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 effect any of the other provisions of this Agreement, which shall continue in full force and effect.

ARTICLE 48

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any required subject of bargaining and that all understandings and agreements arrived at by them during negotiations are set forth in writing herein.

Except as provided in any other section of this Agreement, the District and the Union agree that this contract is intended to cover all matters binding the parties affecting wages, hours and other terms and conditions of employment and that during the term of this contract neither the District nor the Union will be required to negotiate on any further matters affecting these or any other subjects, whether or not specifically set forth in this contract or now contemplated by the parties.

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

ARTICLE 49

TAYLOR LAW

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 APPROVAL.

ARTICLE 50

DURATION

- a. This Agreement shall be effective July 1, 2010, and remain in effect until midnight June 30, 2013.

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

TEAMSTERS LOCAL 317

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A

WAGES AND LONGEVITY

1. Wages

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13*</u>	
a. <u>Drivers</u>				<u>2012-13:</u> 0%
Level 1 (1st Year)	\$21.46	\$21.92		
Level 2	\$26.40	\$26.96		
b. <u>Attendants</u>				<u>2013-14:</u> Pending Contract Settlement.
Level 1 (1st Year)	\$16.19	\$16.53		
Level 2	\$17.01	\$17.37		
c. <u>Bus Washers</u>	\$15.32	\$15.65		

\*For 2012-2013, the salary increase for Bus Drivers, Attendants and Bus Washers will be the average salary increase percentage of the following units: Clerical, Food Service, Mechanics & M&O.

2. Longevity

Number of Completed Years of  
Continuous Service in the  
Transportation Department

	<u>Increase</u>
9 years	\$ .30 per hour
15 years	.40 per hour
20 years	.50 per hour

3. Any employee that has served one (1) year at the level one (1) rate of pay shall be paid the level two (2) rate of pay upon rehire.

[Signature]  
For Teamsters

5/13/11  
Date

[Signature]  
For District

5/13/11  
Date



## **APPENDIX B**

### **HOLIDAYS**

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Day after Christmas  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Memorial Day

Personal Day

APPENDIX C

**NORTH SYRACUSE CENTRAL SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT**

MEMORANDUM

TO:

FROM: Director of Transportation

DATE:

RE: ACCIDENT REVIEW COMMITTEE

This is to inform you that the Accident Review Committee meets every Wednesday in the Transportation Offices at 9:30 AM.

If you wish to address the Accident Review Committee concerning your accident of \_\_\_\_\_, you may do so on \_\_\_\_\_.

Please give me notice so I may notify the committee of your desire to meet with them.

You have the right to have a union representative of your choice accompany you at this meeting.

If you should have any questions, please feel free to contact me.

c: Wayne D. Bleau, Assistant Superintendent for Management  
Employee Personnel File

APPENDIX D

**NORTH SYRACUSE CENTRAL SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT**

MEMORANDUM

TO: Director of Transportation  
FROM: Accident Review Committee Chairperson  
DATE:  
RE: Accident of \_\_\_\_\_ on \_\_\_\_\_  
(Driver) (Date)

After reviewing the accident of the above date, the following is the determination of the Accident Review Committee:

Determination:

_____ Preventable	_____ Chargeable
_____ Non-Preventable	_____ Non-Chargeable

Remarks/Comments:

**APPENDIX E**

**MEMORANDUM OF UNDERSTANDING**

Between

THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

And

TEAMSTERS LOCAL #317

(An affiliate of the International Brotherhood of Teamsters)


This memorandum specifies the procedures for bargaining unit members who serve in the capacity of "Dispatcher." Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Teamsters Local #317 Agreement.

1. For future bargaining unit members who serve in the capacity of "Dispatcher," the following process will occur when additional substitute Dispatchers are needed:
  - 1.1 A sign-up sheet will be placed in the Driver's Lounge for interested bargaining unit members.
  - 1.2 All bargaining unit members who sign up will be interviewed.
  - 1.3 Seniority, individual skills and abilities will be considered.
  - 1.4 Bargaining unit members on an existing Civil Service Dispatcher list will be considered.
  - 1.5 The final decision will be made by the District.
  - 1.6 If a bargaining unit member serves as a Dispatcher for more than ninety (90) days, he/she will take a leave of absence from the bargaining unit. Summer dispatching will not count towards the ninety (90) days. While on leave, the individual will not accrue bargaining unit seniority.
  - 1.7 Bargaining Unit members who dispatch during the summer will be limited to forty (40) hours per pay period.
  - 1.8 Bargaining Unit members shall not perform other summer assignments unless the work has been offered to those that have stated their desire to work during the summer period.
  - 1.9 Bargaining Unit members shall be permitted to work no more that ten (10) hours over their regular bid to a maximum of forty (40) hours per week during the regular school year.

The parties agree that this memorandum represents the full extent of the understanding on the matter.

In witness and approval of this memorandum, representatives of the District and Teamsters Local #317 have signed below on this 13<sup>th</sup> day of May, 2011.

For Teamsters Local #317:



For the District:

