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Union: International Brotherhood of Teamsters

Local: Teamsters Local 317

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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, 2001, through June 30, 2004

RECEIVED
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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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</tbody>
</table>
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, transfer or sub-contract work; terminate or eliminate all or any part 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 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 1st. 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;
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 1st 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 15th whether or not he/she accepts employment. Failure to notify by July 15th 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 15th 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 practicable. 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, regardless of the number of hours worked during the week.

l. Buses will be assigned to bid routes prior to the bidding of 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.
c. 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.

d. 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.

e. 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.

f. 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.

g. Time spent by bargaining unit personnel in making additional work assignments shall not be counted as time worked for overtime purposes.

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.
3. Extra work is to be given out by seniority. Where possible, field trips will not be split.

4. 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.

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 (1½) 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
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, and employee shall continue to maintain and accumulate seniority up to a maximum of sixty (60) calendar days per school year (July 1st through June 30th), 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.
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. 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 years illness days provided that the criteria is met for qualifying for payment.

g. 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.

h. 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 the employee notifies the district three months prior to their effective retirement date.

<table>
<thead>
<tr>
<th>Days</th>
<th>Amount</th>
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<tbody>
<tr>
<td>0-49</td>
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<tr>
<td>50-110</td>
<td>$25/day</td>
</tr>
<tr>
<td>111-220</td>
<td>$30/day</td>
</tr>
</tbody>
</table>

i. 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.

j. 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, for the purposes of attending the funeral 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.

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 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 Worker’s 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 duty.

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 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.

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. 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 35 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.
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.
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 47

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 48

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
APPENDIX A

WAGES AND LONGEVITY

1. Wages

   a. Drivers
      Level 1 (1st Year) 2001-02 2002-03 2003-04
      Level 1 $15.97 $16.44 $16.94
      Level 2 19.63 20.22 20.83

   b. Attendants
      Level 1 (1st Year) 2001-02 2002-03 2003-04
      Level 1 $11.74 $12.21 $12.70
      Level 2 12.34 12.84 13.35

   c. Summer Bus Washers 2001-02 2002-03 2003-04
      $11.39 $11.73 $12.09

2. Longevity

   Number of Completed Years of Continuous Service in the Transportation Department

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<tr>
<td>15 years</td>
<td>.40 per hour</td>
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<tr>
<td>20 years</td>
<td>.50 per hour</td>
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</table>

For Teamsters

Date 3/17/02

For District

Date 3/12/02
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 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) consecutive days, he/she will take a leave of absence from the bargaining unit. While on leave, the individual will not accrue bargaining unit seniority.

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 ___1st___ day of ___April___2002.

For Teamsters Local #317: __________________________
Mark May, Vice-President and Business Agent

For the District: __________________________
Kathleen B. Gramet, Superintendent of Schools