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AGREEMENT BETWEEN

SUPERINTENDENT OF SCHOOLS
NEWARK VALLEY CENTRAL SCHOOL DISTRICT

AND

NEWARK VALLEY BUS DRIVERS/BUS
ATTENDANTS/MONITORS
NYSUT/AFT/AFL-CIO, LOCAL 4360

July 1, 2007 through June 30, 2012
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</tbody>
</table>
Agreement Between
Superintendent of Schools
Newark Valley Central School District
and
Bus Drivers/Bus Attendants/Monitors
July 1, 2007 - June 30, 2012

ARTICLE 1 RECOGNITION

1.1 The Newark Valley Central School District Board of Education having recognized the Newark Valley Bus Drivers/Bus Attendants/Monitors as the exclusive negotiating agent for all Newark Valley Central School Bus Drivers and Bus Attendants/Monitors in such unit, extends to such unit the right of unchallenged representation. Such unchallenged representation shall be until seven months prior to the expiration of this agreement as provided under Section 208, subdivision 2, of the Public Employees Fair Employment Act.

1.2 Unit member work title definitions;

Regular Driver; has agreed to work 180 days each school year transporting pupils on a school bus which is operated by Newark Valley Central School District.

Substitute Driver; on call for transporting pupils as directed by the transportation supervisor on a school bus which is operated by Newark Valley Central School District.

Monitor/Attendant; responsible for serving pupils and assisting the school bus driver with maintaining proper student behavior on a school bus which is operated by Newark Valley Central School District.

Substitute Attendant/Monitor; on call for monitoring pupils being transported on a school bus which is operated by Newark Valley Central School District.

1.3 Substitute unit members shall be provided only the benefits of the following Articles:

1. Recognition
2. Dues Deduction
4. Procedure for Posting and Filling Bus Routes
5. Assignment and Transfer
9. Compensation
11. Licensure
12. Assignment of Special Trips and Summer Driving
13. Mail Boxes and Bulletin Boards
14. Discipline
15. Personnel Files
16. Grievance Procedure
17. Labor Management Committee
18. Duration of Agreement
ARTICLE 2 DUES AND BENEFIT TRUST DEDUCTIONS

2.1 The District agrees to deduct from the salaries of all unit members for membership in the Newark Valley Bus Drivers/Bus Attendants/Monitors and its affiliates when unit members individually and voluntarily authorize the District to deduct said dues, and to transmit monies monthly to the Newark Valley Bus Drivers/Bus Attendants/Monitors.

2.2 Dues will be deducted over twenty pay periods.

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

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

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

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

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

2.5 Any bargaining unit member shall be allowed to participate in one of the legal tax sheltered annuity plans currently offered by the district, as provided for by the Internal Revenue Code, selected by the employee upon due and proper written notice from the employee. The district shall provide the necessary procedures for payroll withholding and transfer of the money withheld to the proper company.

2.5.1 Initial enrollments and changes in deductions for tax sheltered annuities are limited to the following times:

2.5.1.1 First two (2) weeks in October
2.5.1.2 First two (2) weeks in January
2.5.1.3 First two (2) weeks in May
2.6 The School District agrees to deduct voluntary contributions in an amount specified by the Chair of Newark Valley Bus Drivers/Bus Attendants/Monitors for VOTE/COPE from each of the members of the bargaining unit, who so authorize in writing. Such voluntary contributions shall be withdrawn from the paychecks of all participating employees in a single pay period specified by the chair of the Newark Valley Bus Drivers/Bus Attendants/Monitors.

2.7 Direct Deposit

2.7.1 Direct bank/credit union deposit of paychecks to the current District list of banks will be provided to those wishing to use this option by giving written notification of thirty (30) days to the district.

ARTICLE 3 DEFINITIONS

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

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

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

3.4 Preferred Eligibility List (PEL) shall be defined as the list of employees whose service has been terminated due to a job abolishment and their order of recall when an unencumbered position becomes available.

3.5 NVCSD shall be defined as the Newark Valley Central School District.

3.6 Portal-to-portal shall be defined as the time the employee is providing service to the district. Said duties shall commence when the employee’s contractual duties begin at the transportation office and end upon the completion of the contractual duties when back at the NVCSD transportation office.

3.7 NVBD/BAM shall be defined as the Newark Valley Bus Driver/Bus Attendant/Monitor bargaining unit.

ARTICLE 4 PROCEDURE FOR POSTING AND FILLING BUS ROUTES

4.1 STEP ONE: POSTING

4.1.1 When a regular bus route becomes open and unencumbered through transfer, retirement, resignation or death, or if a new route is established during the instructional calendar year, it shall be posted on the bus garage bulletin board
within two (2) workdays of notification of the Chairperson or his/her designee and remain posted for a total of five (5) workdays.

4.1.2 Any unit member wishing to be notified of vacancies during the summer shall fill out their address on the union supplied post cards that indicate their desire to be notified by the district office of vacancies during the summer. The District shall provide postage and mail the post cards to the interested unit members the same day of the posted opening.

Any unit member interested in applying for a vacancy over the summer months shall apply in writing to the district office within five (5) workdays of the summer notification.

4.2 STEP TWO: SIGN UP

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

4.3 STEP THREE: ASSIGNMENT

4.3.1 The most senior regular bus driver/attendant/monitor indicating a desire to fill the open and unencumbered posted bus route shall be assigned to said route by the Transportation Supervisor within four (4) work days of the posting. Hire date is retroactive to first day of work in unencumbered position.

4.3.2 If no regular bus driver/attendant/monitor on the PEL indicates a desire to fill the open and unencumbered bus route the most senior substitute bus driver/attendant/monitor indicating a desire to fill the posted route opening shall be assigned to said route by the Transportation Supervisor within four (4) work days of the posting. Said employee shall be recommended as a permanent driver during the next regular Board of Education meeting.

4.3.3 Substitute drivers who have received paychecks from the District in each of the ten (10) regular pay periods preceding the posting of a vacancy will be given preference over substitute drivers who have not met this criterion.

4.4 STEP FOUR: VACANCY

4.4.1 When no regular or substitute driver/attendant/monitor express an interest in a vacancy, the vacancy shall be filled at the discretion of the District.
4.5 NOTES:

4.5.1 While seniority will be a primary factor of consideration for assignment, it is understood between the parties that other factors may preclude an assignment on specific routes in the best interest of the district.

4.5.2 Seniority for Regular Drivers, Regular Bus Attendants/Monitor’s shall accrue from last date of hire in the Newark Valley Central School District Transportation Department.

Seniority for Substitute Drivers and Substitute Attendants/Monitors shall accrue from their last date of continuous employment within the Newark Valley Central School District Transportation Department.

4.5.3 Date of hire shall be the effective date of appointment per Board of Education resolution. When more than one bargaining unit member is appointed by the Board of Education with the same effective date, seniority will follow the order of the employee’s appointment as they appear in the approved Board of Education minutes.

4.5.4 Secondary driver transfers to an open and unencumbered route during an instructional calendar year shall be limited to a maximum of six (6).

4.5.4.1 Primary Transfer: Any bus driver transfer to an open and unencumbered route resulting from retirement, resignation or death of a permanent driver.

4.5.4.2 Secondary Transfer: Any bus driver transfer to an open and unencumbered route resulting from a transfer.

4.5.5 Beyond six (6) secondary transfers spoken to above during the instructional calendar year, all additional changes during that calendar year shall be filled by a substitute driver.

ARTICLE 5 ASSIGNMENT AND TRANSFER

5.1 All assignments at the time of entry into the service of the Newark Valley Central School District will be made by the Transportation Supervisor with the approval of the Superintendent. A unit member has a reasonable expectation of returning to the same route each year.

5.2 Appointments are made with a ninety (90) day probationary period (plus possible extensions) prior to permanent status.
5.3 The Superintendent of Schools will make transfers whenever the best interests of the School District will be served. A meeting between the affected unit member(s), the Transportation Supervisor and NVBD Chairperson or his/her designee shall take place before any transfer.

ARTICLE 6 ABOLITION OF POSITION

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

6.2 Preferred eligible list. Laid-off employees shall have their names placed on a preferred eligible list. They shall be credited with their total years of continuous service in the District hired in the transportation department. An employee’s name shall remain on the preferred eligible list for three (3) years or until such time that he/she refuses an offer to return to the same or a similar position from which he/she was laid off. The term same or similar position means the same or more hours and the same or better pay. The first refusal shall result in the employee’s name being removed from the preferred eligible list. An employee rehired through the PEL will be reinstated with their salary and seniority. The driver/monitor on the preferred list must notify the district within five (5) working days of receipt of vacancy notification of their intent to accept the position or remove their name from the preferred list.

6.3 The district will notify all eligible individuals on the preferred list of any and all regular driver/monitor position vacancies by registered mail. It is the responsibility of those on the preferred list to make their current mailing address known to the district.

6.4 Any regular bus driver/attendant/monitor whose position has been abolished will, upon written request of said employee and appropriate action by the Board of Education, have his/her name placed on the District’s Substitute List according to seniority.

ARTICLE 7 RETIREMENT

7.1 Unit members participating in the New York State Employees Retirement Systems (NYSERS) are eligible for retirement benefits under section 75-1 and 41-J of the Employees Retirement System.

7.2 The employee must be eligible to receive an ordinary retirement benefit from NYSERS to receive retiree health insurance plan. Ordinary will be defined as receipt of non-disability retirement benefits from the NYSERS.
7.3 Retiree Health Insurance Plan

7.3.1 Regular route drivers who retire with ten (10) or more years of District service as a regular route driver and are otherwise eligible for health insurance benefits will be eligible to continue health insurance coverage under the following schedule:

- Twenty (20) or more years - 95% District of PPO Plan II, Remainder to Employee
- Fifteen (15) to nineteen (19) years - 70% District of PPO Plan II, Remainder to Employee
- Ten (10) to fourteen (14) years - 50% District of PPO Plan II, Remainder to Employee

7.3.2 Retirees prior to September 1, 2004 will have the choice of either insurance plan outlined in Section 10.1. The District’s contribution for Plan I will be 90% of the Plan I insurance premium. The District’s contribution for Plan II will be 95% of the insurance premium. Retirees after September 1, 2004 will have the choice of either insurance plan outlined in Section 10.1. The District’s contribution for Plan I will be as outlined in section 7.3.1 above.

7.3.3 The District agrees to provide a monthly opportunity to eligible retirees to switch from Plan I to Plan II or vice versa.

7.3.4 The District agrees, as in the past, to permit the surviving non-unit member spouse and dependents, as defined in the health insurance contract, to purchase insurance coverage through the District Employee Group Plans as allowable by the insurance carrier and providing that the aforementioned survivors pay 100% of the premium rate.

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

7.4 Longevity Benefit

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

7.4.1.1 The employee has served at least 15 years with the Newark Valley Central School District.
7.4.1.2 A letter of resignation for retirement must be received by the Clerk of the Board of Education as stated in section 7.3.3 above.

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

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 years service</td>
<td>$700.00</td>
</tr>
<tr>
<td>16 - 20 years service</td>
<td>$800.00</td>
</tr>
<tr>
<td>21 - 25 years service</td>
<td>$900.00</td>
</tr>
<tr>
<td>26 - 30 years service</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Over 30 years</td>
<td>$1,100.00</td>
</tr>
</tbody>
</table>

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

ARTICLE 8 ABSENCES AND LEAVES

8.1 Paid Leave

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

8.2 Types of Paid Leave

8.2.1 Personal/Family Illness Leave - Accumulated days may be used for personal/family illness. A doctor's certificate may be requested by the Superintendent for prolonged or frequent absences.

8.2.2 Bereavement Leave – Up to five (5) days of paid leave will be allowed for each death in the immediate family or household. The Board of Education, upon the recommendation of the Superintendent of Schools, will grant additional paid days for the purposes of bereavement. Bereavement leave will be deducted from the accumulated leave in Article 8.1.1.

8.2.3 Disability

8.2.3.1 Notice that a disability exists shall be given in writing to the Superintendent when that condition has been confirmed by the bargaining unit member's physician.
8.2.3.2  Accumulated sick leave may be used during the period of disability.

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

8.2.4  Personal Business Leave – Deduction from accumulated paid leave will be allowed for personal business leave up to a total of two (2) paid per year. Such leave is to cover personal business which cannot be transacted outside regular working hours. A unit member may carry up to one (1) unused paid personal business leave days into the next school year. The maximum number of paid accumulated personal business leave days shall be three (3) days. Any unused paid personal business leave days not carried over into the next school year shall be transferred into the employee’s accumulated personal/family illness leave account.

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

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

8.2.4.3  It is understood that when personal business must be transacted during regular working hours on a day immediately before or after a vacation or holiday, such request will be honored. However, if there is any question concerning the use of a personal business day on a day immediately before or after a holiday or vacation day, no payment for such leave will be made until the use of same has been substantiated by the employee or his designee.

8.2.4.4  A personal business leave request must have prior written application through the Supervisor to the Superintendent.

8.2.4.5  In case of emergency, notification will be given to the Supervisor by telephone or in person, and a written application completed upon return to work. Except in cases of emergency, application should be filled out at least five (5) days prior to the date requested for the leave.

8.2.4.6  The employees will certify that the leave request meets the above criteria. Efforts to determine the validity of the leave are not precluded by this clause, although it is not intended that these efforts will be regularly invoked.
8.2.5 The Chairperson of NVBD/BAM or his/her designee will be allowed up to six (6) paid days to conduct Association business per year. It is understood that five (5) working days notification will be given to the Transportation Supervisor with regard to use of this time. These days may be taken in increments of time when the unit member’s bus returns to the district building with the approval of the Transportation Supervisor. It is understood that the use of this time is limited to two (2) unit members at one time.

8.2.6 Jury Duty - In order that school employees may be able to fulfill their civic obligations without loss of pay the following procedure will exist; an employee who serves on a jury will continue to receive regular compensation. It is understood that if the court dismissed early the employee will return to work.

8.3 LEAVE WITHOUT PAY. Such leave may be granted by the Board of Education upon the recommendation of the Superintendent.

8.4 Military Leave - is granted under the conditions stated in Section 242-243 of the Military Law.

8.5 The Newark Valley Central School District policy regarding the Family and Medical Leave Act shall govern unpaid leaves where applicable.

ARTICLE 9 COMPENSATION

9.1 Wages (regular drivers)
Returning regular route drivers/attendants/monitors will receive the following increases in hourly rates:

<table>
<thead>
<tr>
<th>Year</th>
<th>Increase</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>4.35%</td>
<td>$13.10</td>
</tr>
<tr>
<td>2008-09</td>
<td>4.35%</td>
<td>$13.67</td>
</tr>
<tr>
<td>2009-10</td>
<td>4.35%</td>
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<tr>
<td>2010-11</td>
<td>4.35%</td>
<td>$14.88</td>
</tr>
<tr>
<td>2011-12</td>
<td>4.35%</td>
<td>$15.53</td>
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9.2 Wages (beginning drivers and substitute drivers)

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
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<td>2009-10</td>
<td>$14.26</td>
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<td>2010-11</td>
<td>$14.88</td>
</tr>
<tr>
<td>2011-12</td>
<td>$15.53</td>
</tr>
</tbody>
</table>
9.3 Wages (beginning monitors)

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$8.61</td>
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<tr>
<td>2008-09</td>
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<tr>
<td>2009-10</td>
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<tr>
<td>2010-11</td>
<td>$9.79</td>
</tr>
<tr>
<td>2011-12</td>
<td>$10.21</td>
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9.4 Wages (special trips)

<table>
<thead>
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<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$13.19</td>
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<tr>
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<td>2010-11</td>
<td>$14.99</td>
</tr>
<tr>
<td>2011-12</td>
<td>$15.64</td>
</tr>
</tbody>
</table>

Plus any longevity monies earned per Article 9.13.

9.5 Unit members will be employed on all days when students are in attendance.

9.6 Pay Schedule

9.6.1 Permanent drivers/monitors will be guaranteed a minimum of 180 workdays per year.

9.6.2 Permanent drivers/monitors pay will be divided into 21 equal pay periods. Permanent drivers contracted pay will be calculated by taking the daily route time plus pre trip and post trip hours times 180 work days. Monitors contracted pay will be calculated by taking the daily route time and multiplying by 180 work days.

9.6.3 Any clock hours worked above the Ready Time/Route Time as described in Sections 9.8 and 9.9 of this agreement will be added to the contracted pay.

9.6.4 Time spent on other duties prescribed or approved by the Transportation Supervisor or his/her designee that extends the unit member’s work day will be compensated at the contractual rate. This shall include portal-portal pay for all approved training/in-service education meetings held outside NVCSD.

9.7 BOCES Drivers

9.7.1 BOCES Drivers shall be compensated at their established hourly rate for the full time necessary to complete the BOCES run including idle time.
9.7.2 BOCES Drivers shall provide delivery service between the district and the BOCES Service locations for mail, film, equipment and other items as required that can be transported assuring student safety. BOCES Drivers shall be available to the BOCES Center during idle time periods.

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

9.8 Route Time

9.8.1 Route times will be established by the Transportation Supervisor within the first four (4) weeks of school except where shift in student enrollment or placement necessitates a change in routing.

9.9 Ready Time

9.9.1 Ready time duties shall consist of conducting mandated pre and post driving inspections in accordance with New York State Laws and Regulations for School Bus Drivers, rinsing buses as prescribed by Transportation Supervisor, refueling vehicles as needed per OSHA standards, and maintaining cleanliness of bus interiors as prescribed by the Transportation Supervisor.

9.9.2 For purposes of performing state mandated pre-trip inspections and ready time activities, drivers must clock in fifteen minutes prior to their scheduled departure. Drivers have any time between the return to the bus garage and the designated clock out time for mandated post-trip inspections. Pre and Post trip inspections and ready time activities may be extended as approved by the director of transportation as circumstances dictate.

9.10 All unit members will be guaranteed the opportunity for fifteen (15) hours of training/in-service education, or meetings, which will be compensated at the unit member’s contractual hourly rate.

9.10.1 Meetings for the purpose of inservice training will be scheduled outside the regular driving hours. No meetings will be scheduled on weekends, holidays, or vacation days, except by mutual consent of the Transportation Supervisor and the Chairperson of the NVBD/BAM. Unit members will have the opportunity to attend all training/in-service education, or meetings relating to the unit member’s job title.

9.10.2 Those unit members who miss a scheduled meeting because of a conflicting assignment or personal illness will be provided the opportunity to make up the time and information missed.
9.10.3 Any unit member may be required to attend up to fifteen hours of training/in-service education or meeting per year. Any unit member required to attend will be compensated at the driver’s regular hourly rate. No meetings will be scheduled on weekends, holidays or vacation days, except by mutual consent of the Transportation Supervisor and the chair of the NVBD.

9.10.4 The District shall compensate any unit member who is mandated to complete a certification process required by the law and scheduled by the District. This will include course registration fees and materials.

9.11 Unit members called into work for less than two (2) without their prior approval shall be compensated at their contracted hourly rate for a minimum of two (2) hours per occurrence. The unit members may be required to perform ready time duties on his/her own bus in accordance with Section 9.9 of the contract or attend training/in-service meetings in accordance with Section 9.10 of the contract. The GED bus run is one example of a unit member who has given prior approval that the run may be less than two (2) hours. Said unit member will not receive the minimum two (2) hours pay.

9.12 Driver Safety Record Reward

9.12.1 A permanent driver that has a spotless safety driving record for the first and/or the second semester of the school year shall be entitled to the cash equivalent one (1) day route time per spotless safety driving record per semester. The entitled employee will receive said compensation within two (2) weeks after the completion of each semester.

9.12.2 A spotless safety driving record shall be defined as no citations for any traffic violations or damage/accidents to the bus due to the negligence of the driver. A driver in full compliance with New York State Department of Transportation, Department of Motor Vehicles and State Education Department rules and regulations whose bus is damaged due to negligence of another motorist shall retain a spotless safety driving record.

9.13 Longevity Service Award – Unit members shall be entitled to Longevity Service Awards as follows:

9.13.1 For the fiscal year in which the employee has completed five (5) years of district service as a unit member $.10 per hour longevity service award will be added to the employee’s applicable hourly rate.

9.13.2 For the fiscal year in which the employee has completed ten (10) years of district service as a unit member $.10 per hour longevity service award will be added to the employee’s applicable hourly rate.
9.13.3 For the fiscal year in which the employee has completed fifteen (15) years of
district service as a unit member $.10 per hour longevity service award will be
added to the employee’s applicable hourly rate.

9.13.4 Longevity service awards shall be added to the unit member’s base salary when
the unit member achieves the required years of service to the district.

ARTICLE 10 HEALTH AND DENTAL INSURANCE

10.1 The Newark Valley Central School District will provide each bargaining unit member with a
choice of two (2) insurance plans. The District agrees to provide a monthly opportunity for a
bargaining unit member to switch from Plan I to Plan II or vice versa.

Plan I
- An indemnity health insurance plan with benefits equal to or better than those
  provided on June 30, 1992.
- A prescription drug rider with $1 generic/$4 brand name co-pay. A mail order
  prescription drug rider with $0 generic/$5 brand name for a three-month supply.
- The District’s contribution for the individual or family plan will be 95% minus
  $150 of the Plan II (see below) insurance premium of the individual or family
  policy.

Plan II
- A PPO insurance plan with benefits equal to or better than the Blue Cross/Blue
  Shield Regionwide Blue PPO – Plan H available April 3, 2003. (see Appendix B)
- The District’s contribution for the individual or family plan will be 95% minus
  $150 of the PPO insurance premium.

10.2 Dental insurance benefits will be equal to or better than those of the Blue Cross/Blue
Shield Schedule B with Supplemental Basic Benefits, Periodontic Benefits, and
Orthodontic Benefits. The District’s contribution for the individual or family plan will be
90% of the insurance premium.

10.3 The District will continue to provide a Flexible Spending Program for bargaining unit
members.

ARTICLE 11 LICENSURE

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

11.2 The District will pay ninety percent (90%) of a Commercial Driver’s License to each driver
who submits evidence of a new or renewed valid Commercial Driver’s License. To be
eligible for this benefit the unit member must have completed one year of district service.
ARTICLE 12  ASSIGNMENT OF SPECIAL TRIPS, SUBSTITUTE DRIVERS, AND SUMMER DRIVING

12.1 Special Trips

12.1.1 Unit members may voluntarily place their name on the special trip list (hereafter list) during the thirty (30) days preceding the first day of student attendance in September.

12.1.2 Unit members employed after the first day of student attendance may voluntarily place their name on the list within seven (7) days of appointment by the Board of Education.

12.1.3 The list shall be initially seniority based. The most senior volunteer special trip drivers shall be at the top of the list with the least senior volunteer special trip drivers at the bottom of the list.

12.1.4 When a special trip request arrives, the transportation supervisor or designee will time stamp the trip request and assign a trip number. A time estimate to complete the trip will be assigned.

12.1.5 Assignment of special trips will be made on a rotating basis according to the established list of volunteer unit members according to the following regulations.

12.1.5.1 The driver at the top of the list will be asked to drive the earliest received special trip. If that member is unable to accept the trip because it conflicts with his/her regular driving assignment, the driver will be considered “Not Available” (N/A) for that special trip and will remain at the top of the list with no estimated trip time being assessed.

12.1.5.2 If the driver at the top of the list refuses to accept the special trip, the estimated trip time will be assessed to the driver.

12.1.5.3 Drivers will continue to be asked to drive the earliest received special trip in accordance with the list until a driver accepts the special trip. The driver accepting the special trip will be assessed the estimated trip time.

12.1.5.4 After the trip is assigned the list is revised. The drivers with the most assessed hours will be at the bottom of the list.

12.1.6 The Transportation Supervisor shall post the list in the driver’s ready room at the end of each week listing the following for all trip unit members:
Weekly time frame, unit members name; date span of list (from-to), starting total hours; ending total hours; offered trip #, date, if accepted, refused; trip estimated hours charged/actual hours charged and if canceled, that hours charged were deleted.

12.1.7 Special trip drivers shall be granted 24 hours to accept or refuse a special trip.

12.2 Emergency Trip Procedure
An emergency special trip shall be defined as a special trip that has not been assigned within 24-hours of the intended departure. Two possible circumstances that can lead to a trip not being assigned within 24-hours of intended departure are:

12.2.1 The special is assigned and accepted by a trip driver who then must refuse said trip for valid reasons such as illness or emergency, within 24-hours of the trip departure.

12.2.2 The special trip is received by the transportation department within 24-hours of the trip departure.

12.2.3 In an emergency special trip situation the following procedures shall be used:

12.2.3.1 During a school day

12.2.3.1.1 The Transportation Supervisor or his/her designee shall pull up on the Trip Program the listing of trip drivers. The trip driver with the least accredited hours will be first radioed or contacted personally (note on time card) and so on through the trip drivers list until a trip driver accepts the emergency trip. If no response from driver after two attempts to radio them the driver will be considered N/A. All information about the emergency trip must be given such as: departure time, destination and return time will be indicated. Each driver receiving a radio call will radio back accepting/refusing said special trip. Drivers not on duty will get phone call from Transportation Supervisor or his/her designee. If no answer the driver is considered N/A.

12.2.3.1.2 Should no trip driver volunteer to accept the emergency trip, a second call shall be made to all trip drivers via the bus radios that no one has accepted the emergency trip. Should no trip driver volunteer after the second radio message, the Transportation Supervisor or his/her designee may call any driver to take the emergency special trip.

12.2.3.1.3 Only the trip driver accepting the emergency special trip shall be charged trip time.
12.2.3.2 During a weekend or no school day

12.2.3.2.1 The Transportation Supervisor or his/her designee shall make phone calls to the drivers in order of appearance on the special trip list. The Transportation Supervisor or his/her designee need not leave a message or call back if the phone is busy.

12.2.3.2.2 If the trip driver list is exhausted and no driver has accepted the emergency trip, the Transportation Supervisor or his/her designee may call any driver to take the emergency special trip.

12.2.3.2.3 Only the trip driver accepting the emergency special trip shall be charged trip time.

12.2.3.2.4 The use of a non-unit emergency trip driver does not and will not diminish the NVBD/BAM exclusivity of its bargaining unit work.

12.3 Substitute Assignment

12.3.1 Substitute unit members shall be called to fill in for an absent regular unit members on a rotating basis according to an established seniority list. Extended encumbered bus routes for more than thirty (30) days shall be posted and filled by substitute drivers according to Article 4.

12.3.2 A substitute unit member may be employed for successive runs on the same regular route given a continued absence of the same regular unit member.

12.3.3 The substitute seniority list shall be used when assigning a successive regular route absence. The Transportation Supervisor shall provide the substitute work log to the chairperson of the NVBD or his/her designee on a monthly basis and within one workday upon request.

12.3.4 Substitute unit members assigned to any regular bus route for ninety (90) days or more during the instructional calendar year shall receive pro rata benefits of Article 8 Absence and Leaves and Article 10 Health and Dental Insurance of the negotiated agreement for the remainder of the instructional calendar year.

12.4 Summer Driving

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

12.4.2 Regular summer bus routes will be assigned based upon seniority. The most senior member will have first choice of the regular summer bus route to the least senior member until all bus runs are assigned.
12.4.3 Any remaining names on summer route list will become substitute unit members for summer bus routes on a seniority basis.

12.4.4 If a new route develops during the summer driving period the remaining most senior unit member will have first choice of the route to the least senior unit member until the route has been assigned.

12.4.5 Should there not be enough regular route drivers then the District may hire any certified driver to drive the summer route.

12.5 GED Runs

12.5.1 Per Article 4.3 the most senior unit member is assigned the GED run.

12.5.2 The Transportation Supervisor or his/her designee, shall ask regular route unit members to voluntarily sign up to take the GED run(s) on a list when a GED run(s) is needed prior to the first day of the GED run.

12.5.3 The Transportation Supervisor or his/her designee, assigns the GED run to the most senior volunteer unit member that signs the GED run(s) list. All unassigned unit members on the GED list will become preferred subs for the GED run.

12.5.4 When a regular GED driver is absent, the Transportation Supervisor or his/her designee, shall ask next most senior sub unit member on the GED volunteer list to temporarily fill the GED run for the absent unit member until the list is exhausted or a unit member is temporarily assigned.

12.5.5 Should no unit member on the GED run list accept the temporary GED run, the Transportation Supervisor or his/her designee shall contact any interested unit member to take the GED run.

ARTICLE 13 MAIL BOXES AND BULLETIN BOARDS

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

ARTICLE 14 DISCIPLINE

14.1 Any unit member shall be entitled to a union representative in any situation in which the district may or could bring formal disciplinary action. In alignment with the Weingarten Law.
ARTICLE 15 PERSONNEL FILES

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

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

15.3 Upon receipt of a written request, any unit member shall be furnished a reproduction of any material, excluding confidential information contained within his/her file at a reasonable cost.

15.4 No material, excluding reference and information obtained in the process of evaluating the individual for initial employment shall be filed unless the unit member has had an opportunity to examine the material and affix his/her signature to it. Such signature does not necessarily indicate agreement with its contents.

15.5 The unit member shall have the right to answer (in writing) any material filed in his/her file and such answer will be attached to the file copy.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 Section 1 Declaration of Purpose

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

16.2 Section 2 Definitions

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

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

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

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

16.2.5 The AGGRIEVED PARTY shall mean a unit member who files a grievance.
16.2.6 DAYS shall mean those days when the general student body is scheduled to be in attendance.

16.3 Section 3 Procedures

16.3.1 Forms for filing a grievance are attached in Appendix A of the collective bargaining agreement.

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

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

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

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

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

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

16.4 Section 4 Time Limits

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

16.4.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further, appeal under this Agreement shall be barred.
16.4.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

16.5 Section 5 Stages of Grievance

16.5.1 Stage I: Supervisor

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

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

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

16.5.2 Stage II: Chief School Officer

16.5.2.1 If the Aggrieved Party is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further, the Grievant shall appeal said decision in writing to the Chief School Officer within seven (7) days of the decision.

16.5.2.2 Within seven (7) days after receipt of the appeal, the Chief School Officer, or designee, shall hold a hearing with the Aggrieved Party and representative, if designated.

16.5.2.3 The Chief School Officer or designee shall render a decision in writing to the Aggrieved Party within seven (7) days after the conclusion of the hearing.

16.5.3 Stage III: Arbitration

16.5.3.1 If the Union is not satisfied with the written decision at the conclusion of Stage II and wishes to proceed further, it shall submit the grievance to arbitration by written notice to the Chief School Officer within ten (10) days of the decision at Stage II.

16.5.3.2 Within ten (10) school days after such written notice of submission to arbitration, Chief School Officer and the Union will agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the
American Arbitration Association in the selection of an arbitrator. Selection of an arbitrator will be in accordance with American Arbitration Association procedures.

16.5.3.3 The selected arbitrator will hear the matter and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator’s decision will be in writing and will set forth its findings of fact, reasoning and conclusions of the issues.

16.5.3.4 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

16.5.3.5 The decision of the arbitrator shall be advisory.

16.5.3.6 The parties at arbitration will share the cost of the arbitration equally.

ARTICLE 17 LABOR-MANAGEMENT COMMITTEE

17.1 There shall be a Labor-Management Committee consisting of two (2) members designated by the Superintendent of Schools of the Newark Valley Central School District and two (2) members designated by the Chairperson of the Newark Valley Cardinal Bus Drivers.

17.2 The purposes of the Labor-Management Committee shall be to:
   • Foster good labor-management relationships between the parties.
   • Discuss the issues properly brought to its attention.

17.3 The Labor-Management Committee shall convene within a reasonable time upon the request of any two committee members. An agenda for each meeting shall be prepared and distributed by the requesting members to the parties at least three (3) days prior to the date of the scheduled meeting unless the parties waive the time requirement.

17.4 The Labor-Management Committee, upon a majority vote of the committee as fully constituted, shall have the powers to make recommendations to the parties of this agreement.

ARTICLE 18 DURATION OF AGREEMENT

18.1 This agreement shall become effective upon its approval by the Superintendent of Schools, voted on and ratified by a majority of the affected bargaining unit members of the Newark Valley Cardinal Bus Drivers/Bus Attendants/Monitors and approval by the Board of Education.
18.2 This Agreement is in effect from July 1, 2007 until June 30, 2012 once signed by the district superintendent and NVBD/BAM president.

18.3 The parties will agree that all negotiable items have been discussed during negotiation sessions leading to this agreement, and therefore agree that negotiations will not be reopened on any subject. If any provision of this agreement or any application of the agreement to any employee or group of employees covered hereby shall be found contrary to the law or appropriate rules of the Civil Service Commission or the Commissioner of Education and such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or application of the Agreement will continue in full force and effect.

18.4 Copies of this agreement shall be printed at District expense and forwarded to NVBD/BAM Chairperson or his/her designee.

ARTICLE 19 NON-INSTRUCTIONAL/NON-DRIVING VACANCIES

19.1 Notification of vacancies for non-instructional, non-driving positions in the District will be posted in the transportation office and given to the Chairperson of NVBD/BAM as soon as the decision is made to seek applicants to fill the vacancy.

19.2 Unit members who desire to apply for such vacancies shall submit a written application to the Administrator noted on the posting.

19.3 Qualified personnel from within the system will be granted an interview upon request.

19.4 Appointment to vacancies will be made by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE 20 STATUTORY PROVISION

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

ARTICLE 21 UNIT MEMBERS' CHILDREN

21.1 Children of District unit members who are enrolled as students in the Newark Valley Central School District or assigned transportation by District buses may, with the permission of the Superintendent of Schools or his/her designee, ride the bus with their parent/guardian even though the child would not normally be assigned to the bus. Unit
members who have been granted this permission may have it rescinded if, in the opinion of the District administration, the presence of the child or children is interfering with the effective and efficient operation of the bus or the orderly administration of the bus garage.

ARTICLE 22  IDENTIFICATION BADGES

22.1 The district has the right to direct unit members to wear photographic identification badges while on duty.

ARTICLE 23  RANDOM DRUG AND ALCOHOL TESTING

23.1 All random drug and alcohol testing will be done at the District office building.

BY: Ann Benscooter
Ann Benscooter, Chairperson
Newark Valley Bus Drivers/Bus Attendants/Monitors
Date 1/9/08

BY: Mary Ellen Grant
Mary Ellen Grant
Superintendent of Schools
Date 1/16/08

BO/njg
CWA 1141
Memorandum of Agreement
Between
Newark Valley Central School District
And
Newark Valley Bus Drivers/Bus Attendants & Monitors

Special Trip Assignment

The parties have agreed to the following:

1. For the 2007-2008 school year the parties agree to alter Article 13.1 of the contract so as to allow regular route drivers, on a voluntary basis, the opportunity to drive special trips that occur during drivers' regular route time.

2. This change in Article 13.1 shall sunset one calendar year after the parties agree to commence the altered trip procedure.

3. Two (2) representatives of the Newark Valley Central School District and two (2) representatives from the Newark Valley Bus Drivers/Bus Attendants and Monitors 2007 negotiation team will convene to develop revised Article 13.1 process to afford regular route drivers the opportunity to drive the special trips that overlap with their regular route times. The joint committee will convene by November 15, 2007, in order to begin the process. The Transportation Supervisor and a NVBD/BAM designee will jointly chair this committee.

Prior to the end of one calendar school year of the new special trip assignment procedures the committee will reconvene to review the altered Special Trip Assignment procedures and make recommendations to the negotiation teams to continue, discontinue or modify the altered Article 13.1 procedures for future school years. Student safety shall be the central issue used to recommend continuation or discontinuation of the altered Article 13.1 procedure for assigning special trips.

Ann Benscoter, Chairperson
For NVBD

Date

Mary Ellen Grant, Superintendent
NVCS

Date
Memorandum of Agreement
Between
Newark Valley Central School District
and
Newark Valley Bus Drivers/Bus Attendants & Monitors

The undersigned parties agree to the following:

1. Three (3) Bus Attendants/Monitors were accreted into the Newark Valley Bus Drivers union July 1, 2007.

2. Daily work hours of the individual Bus Attendants/Monitor determined the district contribution level for each Bus Attendants/Monitor prior to accretion into the Newark Valley Bus Driver contract.

3. The District’s contribution for the individual or family plan will be the following percentage of the PPO insurance premium in accordance with Article 11 of the July 1, 2007 through June 30, 2012 collective bargaining agreement.

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4. Each of the above named Bus Attendants/Monitors will contribute the employee percentage of the insurance premium plus the $150 in accordance with Article 11.1 of the contract.

5. Bargaining unit members working less than 4 hours per day are not eligible for health insurance benefits.

6. This memorandum of agreement shall be considered part of the collective bargaining agreement and therefore subject to the grievance procedure.

7. This memorandum of agreement shall not in any way set a precedent.

Amy Benscoter, Chairperson
For NVBD/BAM

 date 1/9/08

Mary Ellen Grant, Superintendent
NVCSMD

 date 1/18/08
Memorandum of Agreement
Between
Newark Valley Central School District
And
Newark Valley Bus Drivers/Bus Attendants & Monitors

The undersigned parties agree to the following:

1. Three (3) Bus Attendants/Monitors were accreted into the Newark Valley Bus Drivers union July 1, 2007.

2. For the 2007-08 school year the Bus Attendants/Monitors previously earned longevity monies shall be added to their base salaries.

3. Bus Attendants/Monitors shall thereafter receive the longevity increments in accordance with Article 10.11.

4. This memorandum of agreement shall be considered part of the collective bargaining agreement and therefore subject to the grievance procedure.

Ann Benscoter, Chairperson
For NVBD/BAM
1/9/08

Mary Ellen Grant, Superintendent
NVCSD
1/18/08

Date
Date