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#### **Contract Database Metadata Elements**

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Union: **School Bus Drivers Association of the Eldred Central School District**

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**AGREEMENT**

This agreement is made by and between the Board of Education of the Eldred Central School District, herein referred to as the Board or Employer and the School Bus Drivers' Association of the Eldred Central School District, herein referred to as the Association or Employees.

**Article I**

**APPLICABLE LAW**

This agreement shall be construed in accordance with provisions of the Public Employees Fair Employment Act, the provisions of the Civil Service law, the provisions of the New York State Education Law, the Rules and Regulations of the Commissioner of Education and generally in accordance with the Laws of the State of New York.

**Article II**

**RECOGNITION**

Section 1. The Board recognizes the Association as the sole and exclusive negotiating agent and representative for all employees in the bargaining unit, that is, for all part-time bus drivers in the employ of the Board and specifically excludes any and all full-time school district employees.

Section 2. The Board agrees that the Association shall be the sole and exclusive negotiating agent and representative for the bargaining unit described in Article II, Section 1, for the purposes of collective bargaining and the settlement of grievances for

the period described in Article XI.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

**Article III**

**MANAGEMENT RIGHTS**

Section 1. The Association recognizes and acknowledges that the Board has exclusive rights with regard to the establishment of routes and the appointment, assignment, duties, transfer and termination of employee services, except as qualified by the following sections of Article III.

Section 2. Assignment of regular trips shall be done in accordance with the stated preferences of the drivers, on a seniority basis; i.e., the driver with the most seniority to have the first choice. These assignments are to be subject to later review by the Superintendent. Any re-assignments as a result of such review shall not take place until the Superintendent has had a conference with the affected drivers and a representative of the Association. Ultimate authority over the assignment of regular trips shall rest with the Superintendent and his/her decision shall not be grievable. Drivers shall have the authority to pick a new run, on a seniority basis, two times during the school year. One such pick shall occur prior to the opening of school. The second pick may only occur after exhausting all attempts to correct regular trip problems to the satisfaction of the Superintendent and the Association President. At that time the following chronological procedure will be used: 1) Drivers may switch by mutual agreement, 2) The driver may take an open run, and 3) The driver may "bump" the last driver hired and take over that run, and stay at status quo.

Section 3. All special trips during and after the normal school day, such as field trips, shall be awarded to regular part time drivers and substitute drivers on a seniority basis and in rotation. All drivers will have an opportunity each month to pick a trip or trips of their choice by seniority. The Transportation Coordinator will post trips to be picked as soon as they become available for the month. The Transportation Coordinator will then

call in drivers in seniority order to make their pick for that month. Drivers who are willing to do trips must sign up for the next month on the 20<sup>th</sup> day of the preceding month. No one can participate in the pick who has not signed up. Drivers wishing to be considered for special trips must be in attendance unless there are extenuating circumstances such as performing a duty for the school district that necessitates the absence. If such is known prior to this meeting, then the bus driver shall make his/her concerns known to the Transportation Coordinator. Any other circumstance must have prior approval of the Superintendent of Schools. The respective group of drivers that do pick trips in a given month, will be responsible for any additional trips that are scheduled during that month. This is not to exclude any driver that did not pick initially, from picking the late scheduled trip. No compensation will be given for the meeting. Should no driver pick that late scheduled trip, then it will be assigned to a driver from the respective group that picked initially. This will be done by seniority, starting from top to bottom, on a rotating list, leaving off with the next driver in line, should it occur again. If no driver or drivers pick any trips for a given month, trips will be assigned to the entire list of bus drivers by seniority, starting from the top to the bottom. In either case, seniority will be followed as strictly as possible. Due to extenuating circumstances however, some assignments must be made at the discretion of the Transportation Coordinator.

**Section 4. Coverage and Postponed Trips:** If a bus driver selects a trip and this trip is postponed or canceled, then the bus driver shall not lost this trip. If the re-schedule causes a conflict, then the bus driver may decide which trip to select for that day, and then he/she goes on a make-up list for the conflicting trip, to be carried over for no more

than one month. Make up trips will be picked first, followed by the rotating seniority list. Drivers who are picking their make up trips will pick according to the order in which they were lost. The order will be indicated on the calendar. This selection must, where possible, be given advanced notice. The Transportation Coordinator may then:

- a) Put the non-chosen trip up for selection according to the seniority list.
- b) If not enough time is available, the Coordinator may assign this trip on a seniority basis.
- c) If these procedures are not available, then the trip shall be assigned according to the Coordinator's discretion.

It is important to note that a trip pick is equal to one trip no matter the length or destination.

**Section 5: AM/PM Regular Bus Runs:**

The Bus Drivers' Association shall attempt to assure the school district that all AM/PM runs will be covered unless there is a valid reason given. This valid reason must be approved by the Transportation Coordinator and/or Superintendent. The Transportation Coordinator will assign an individual to cover the run adhering to seniority whenever possible.

**Section 6.** Drivers shall be informed of their duties each year in a meeting which will be held prior to the opening of school. Any subsequent changes in duties during the course of the school year, which shall be established at the direction of the Board of Education, shall be reviewed with the drivers.

**Section 7. Late Bus Runs:** Late Bus Runs will be assigned on a rotating seniority basis. If a driver is unable to take a late bus run due to an assignment, that bus driver will be given the opportunity to have a make up late bus run.

**Article IV**

**COMPENSATION**

For the time period July 1, 1999 through June 30, 2002, the following compensation schedule will apply:

<b>Types of Compensation</b>	<b>1999-00</b>	<b>2000-01</b>	<b>2001-02</b>
<b>Regular AM/PM Runs (Per Run)</b>	26.00	26.75'	27.50
<b>Special Runs*(Per Run)</b>	41.50	42.00	43.00
<b>Extra Trips-Driving (Per Hr.)</b>	13.00	13.38	13.75
<b>Extra Trips – Waiting (Per Hr.)</b>	8.50	8.75	9.00
<b>Washing (Per Wash)</b>	7.75	8.00	8.00

**\*Special Runs:** There are currently only four special runs. Those runs are:

- One Orange Ulster BOCES Special Education Run
- Two Sullivan County BOCES Special Education Runs.
- The White Plains Run.
- The Sullivan BOCES VOTEC run.

This is subject to interpretation or change only by the Superintendent of Schools.

**\*\*Minimum compensation for a Narrowsburg trip is one regular run according to the schedule above. There will be no retroactivity involved for the 1999-2000 school year.**

**Waiting time is additional.**

### **PAID HOLIDAYS**

<b>1996-97</b>	<b>1 Paid Holiday (Thanksgiving)</b>
<b>1997-98</b>	<b>1 Paid Holiday (Thanksgiving)</b> <b>5 Days (Christmas, ½ Pay; 2 ½ Days Pay)</b>
<b>1998-99</b>	<b>2 Paid Holidays (Thanksgiving &amp; Memorial Day)</b>
<b>1999-2002</b>	<b>3 Paid Holidays (Columbus Day, Thanksgiving &amp; Memorial Day)</b> <b>5 Days (Christmas, ½ Pay; 2 ½ Days Pay)</b>

**The regular AM/PM runs shall include all necessary preparation time prior to and after each bus trip. When a driver is delayed for reasons beyond his/her control, on his/her regular run, more than 30 minutes, that driver will be compensated for that time.**

**On special trips, compensation will be calculated for each full quarter hour. For trips requiring an 8-hour commitment by the driver, the driver will be reimbursed for his meals at the following rates:**

**Lunch – up to \$5.00; Dinner – up to \$10.00. A receipt for the meals must be handed in at the completion of the trip to the Transportation Coordinator. If a special situation should arise involving a driver's meal(s), compensation will be at the discretion of the Transportation Coordinator, at the same level of cost listed above.**

### **FRINGE BENEFITS**

**Definitions: A "day" referred to throughout Article V – Fringe Benefits is equal to the cost of a regular AM/PM run. Similarly, a percentage of a day (e.g. 50%) is equal to**

either a regular AM or PM run, whichever is applicable. Extra runs in both cases are excluded.

Section 1. All regular part-time bus drivers who have completed one full year (180 days) of satisfactory service will be eligible for an accumulation of one (1) sick leave day per 18 working days to ten (10) for one (1) contract year period starting after the completion of 180 working days of service. All regular part-time bus drivers eligible for sick days may contribute one sick day to the regular part-time bus driver sick bank if said driver and/or drivers have not taken a sick day after the completion of 90 days.

After a regular part-time bus driver has taken two consecutive sick days, a doctor's certificate may be required by the Transportation Coordinator or Superintendent of Schools. At the end of each year of this multi-year contract, the Eldred Central School District will buy back all of the accumulated unused sick days of the regular part-time bus drivers at the following rates:

<u>Number of absences used</u>	<u>Rate of buyback of unused days*</u>
3-1/2 days	100%
4 – 6 days	75%
7 or more days	50%

Section 2. The Eldred Central School District will grant to all regular part-time bus drivers and part-time single run bus drivers two personal days per 180 working days after they have completed 180 working days of successful service. When requesting a personal day, such request must be made in writing at least 24 hours in advance to the Transportation Coordinator and a copy submitted to the Superintendent of Schools. Extenuating circumstances will be considered with respect to the 24-hour notice.




Section 3. The Eldred Central School will grant to all regular part-time bus drivers and part-time single run bus drivers who have completed one full year (180 working days) of successful service, three (3) bereavement days per 180 working days, for a death in the family. Family shall be defined as the parents of the driver or driver's spouse, the children of the driver, brothers and sisters of driver or driver's spouse, grandparents of driver or driver's spouse, and any other member of the driver's family living under the driver's roof. Three (3) bereavement days will be granted with pay. The bereavement days not used by any regular part-time bus driver shall not be considered as additional accumulated sick days.

Section 4. TIME OFF: When a bus driver requests and is given time off, or does not show for his assignment, this time shall be counted against a sick day. Since a regular day consists of an AM/PM run, then each shall be considered a half sick day. This then will count against the driver's compensation of buying back sick days; for example: if a driver requests time off on 4 half days, he/she shall have 2 full sick days deducted. In this way, time off shall also be considered sick days. An exception to this rule is if the driver is required by law to attend court, official business or represent the school on official matters. In such a case, prior administrative approval must be received.

Section 4. LONGEVITY: After 5 years of continuous service by an employee to the employer of this unit, the employer shall pay to such employee in addition to the salary or wage set forth in this contract, the following amount during each year of service to the employer:

<u>Years</u>	<u>Longevity Pay</u>
6 <sup>th</sup> to 10 <sup>th</sup> , inclusive	\$100.00



11 <sup>th</sup> to 15 <sup>th</sup> , inclusive	\$200.00
16 <sup>th</sup> to 20 <sup>th</sup> , inclusive	\$300.00
21 <sup>st</sup> to 25 <sup>th</sup> , inclusive	\$400.00
26 <sup>th</sup> , and thereafter	\$500.00

Section 5. Beginning with the 1996-97 school year, all regular part-time drivers who have completed 180 working days of successful service will be granted one (1) paid federal holiday per school year. Beginning with the 1998-99 school year, this provision will increase to two (2) paid federal holidays per school year.

Section 6. Beginning with the 1997-98 school year, all regular part-time drivers who have completed 180 working days of successful service will be granted vacation pay during the week between Christmas and New Year for five (5) days at rate of 50% per day (i.e. half pay or the equivalent of one (1) regular AM/PM run).

## Article VI

### WORK DAY AND WORK HOURS

Section 1. The normal work day for members of this unit shall consist of the time required to transport students as assigned immediately before and after the school day, except for single run drivers as detailed in Section 7.

Section 2. Each driver shall report fifteen (15) minutes prior to the established departure time for any trip he/she is assigned in order to inspect and ready his/her vehicle. Failure to report 15 minutes prior to the established departure time will cause the trip to be reassigned to any qualified driver employed by the district at the sole discretion of the Transportation Coordinator.

Each driver shall be given a sheet indicating those areas that must be checked during this 15-minute inspection time. This sheet shall be for the morning and the afternoon run. It shall be signed by each bus driver for both the morning and afternoon run and returned to the bus mechanic.

Drivers should also maintain cleanliness of their bus and wash windows inside/outside, front and back, as often as necessary. Drivers shall be required to adhere to the regulations established by the Board of Education.


Section 3. Additional time to maintain the cleanliness of the vehicle, submit appropriate reports or complete other assigned duties will be required and considered as part of the basic compensation provided for each trip. This additional time will normally be fifteen (15) minutes, and it may only be extended on prior approval of the Superintendent. Equipment needed to maintain the cleanliness of the vehicles will be provided by the school district and be placed in an easily accessible area.

Each bus driver is required to wash his/her bus once a week including windows inside/outside. Consideration shall be given to this duty according to weather conditions. Compensation shall be at the rate indicated in Article IC – Compensation (Table) for Washing.

When conditions warrant changes, the full-time bus driver may so change the time schedule to accommodate the driver's requirements in order to complete these services to assure the preparation/cleaning gets done.

The week before the opening of school, each driver shall be responsible for thoroughly cleaning the inside/outside of his/her bus at the rate stipulated for preparation time.

Limit shall not exceed three hours.



Section 4. All drivers shall be required to report on all days school shall be in session and, if unable to report, shall provide a minimum of 12 hours notice, if possible, of their inability to so report to the Transportation Coordinator or his/her designee. Drivers failing to notify the administration of his/her absence for a run, will be suspended at a later date from driving that run for which he/she failed to notify. Such suspension shall be at the discretion of the administration.

Section 5. On a day of emergency closing, the driver will be paid for the morning trip.

Section 6. A leave of absence may be granted for 18 working days at the discretion of the Superintendent of Schools or his/her designee. An extended leave of absence may be requested of the Board of Education. The Board reserves the right to limit and/or extend such leave.

Whenever a leave of absence is granted, all sick leave accrued, as well as seniority, shall remain at status quo prior to leave of absence.

Section 7. Single run drivers shall be considered as regular part-time employees covered under this contract and, as such, shall be entitled to all benefits of said contract, except for the following: he/she shall be prorated on a 50% reduction for sick day benefits, bereavement, and personal time, holidays, vacation and snow days.

Section 8. Vacation should be taken when at all possible during school breaks. Exceptions to this will be determined on a case-by-case basis by the Transportation Coordinator. Two (2) weeks' notice is required for approval of vacation time.

## Article VII

### GRIEVANCES

Section 1. Any grievance arising as to the manner of interpretation or application of any of the provisions of this agreement, or rights claimed to exist,, thereunder, shall be processed as follows:

- a) The facts concerning the grievance shall be reduced to writing by the employee or person urging same and submitted to the representative of the Eldred Central School District School Bus Drivers' Association within 30 days of the alleged event.
- b) The representative of the Association will, within 24 hours thereafter, present the facts concerning the grievance, in writing to the Transportation Coordinator.
- c) If the grievance is not acted upon by the Transportation Coordinator within 48 hours, then the representative of the association will present the facts concerning the grievance to the Superintendent of Schools.
- d) In the event the grievance is not resolved within ten (10) days of submission of same to the Superintendent of Schools, the representative may submit the grievance to the Board.

Section 2. The Board of Education shall resolve the grievance considering the best interests of the district and the employees, however, such settlement shall not cause any terms to be added to or subtracted from this agreement, not any provisions, thereof, amended, modified, or changed.

## Article VIII

### PHYSICAL REQUIREMENTS

Bus drivers who fail to pass the physical requirements to certify that to drive the bus may be assigned work within the district according to what is available at that time, at

the discretion of the Superintendent. This request will be given priority as long as there is indication that the bus driver can report back to work as a bus driver. In no case will this be extended more than three months. The rate of pay shall be established by the Board of Education.

#### **Article IX**

##### **NON-ABROGATION OF RIGHTS**

Nothing in this agreement shall be construed that the Board has abrogated its rights, duties, or obligations under the New York State Education Law or the Rules and Regulations of the Commissioner of Education of the State of New York.

#### **Article X**

##### **SEPARABILITY AND COMPLETE AGREEMENT**

**Section 1.** If any part of this agreement is declared invalid by a court of competent jurisdiction or any decision of any authorized governmental agency, such invalidation shall not invalidate the remaining portions of this agreement.

**Section 2.** This agreement constitutes the complete understanding of the parties and it may not be amended or modified prior to its termination except by written agreement of the parties concerned hereto.

#### **Article XI**

##### **AMENDMENT TO THE TAYLOR LAW**

In accordance with Section 204 (a) of the Taylor Law, 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 therefore, shall not become effective until the appropriate legislative body has given approval.

**Article XII**

**TERM OF AGREEMENT**

This agreement shall become effective as of July 1, 1999 (retroactive) and shall remain in full force and effect until June 30, 2002.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized agents this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

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

Eldred Central School District  
School Bus Drivers' Association

By \_\_\_\_\_  
Superintendent of Schools

Eldred Central School District

## CONTRACT ADDENDUM

July 1, 1999 -June 30, 2002

### \* DEFINITIONS:

- \* **Open Runs** – Open runs are runs that no one has picked or a run that has no driver available.(For example an illness could create an open run.)
- \* **Long Term Run** – A long term run is a run that lasts longer than two weeks.
- If a trip is cancelled and a driver is not notified and pre trips the bus and arrives at the pick-up point ready to drive the trip the driver will be compensated for one regular run, per the current pay schedule. This excludes the late bus.
- Extra runs or trips are arranged by seniority. Once a trip is assigned that assignment remains with that driver until there is a new pick made or a driver becomes available. Senior drivers cannot “bump” a driver from an extra assignment.
- **Late Busses:** High School drivers are assigned to the High School late bus list and Elementary drivers are assigned to the elementary late bus list. The list for both the Elementary late bus and the High School late bus must be followed except in the case of an emergency.
- For the 1999-2000 school year only, drivers who had to go for a second physical will be compensated a total amount of \$8.25. This is a one time only compensation due to the nature of the event.
- Drivers are not compensated for snow day “give back” days that are part of an amended school calendar. These days are not considered emergency closing days.

This agreement shall become effective as of July 1, 1999 (retroactive except where indicated) and shall remain in full force and effect until June 30, 2002 upon the approval of the Board of Education.

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

President  
Eldred Central School District  
School Bus Drivers' Association

Superintendent of Schools  
Eldred Central School District