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Union: Amalgamated Transit Union (ATU), AFL-CIO

Local: 1181-1061

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Bus
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This AGREEMENT, is made ~~July~~^{August 13,} 2001, by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, hereinafter termed the "Board" or "District", and the AMALGAMATED TRANSIT UNION AFT-CIO, LOCAL 1181-1061, hereinafter referred to as the "Union".

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the Board and the Union, the Board and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that unless both parties agree in writing to reopen the Agreement as to any item, negotiations will not be reopened at any time, whether contained herein or not, during the life of this Agreement.

I. RECOGNITION CLAUSE

The Board, having determined that membership in the Union is supported by a majority of its employees currently employed in the following categories, hereby recognizes the said Union as the sole bargaining agent for the categories of employees as follows:

- Bus Drivers
- Bus Aides

excepting therefrom any such employees with managerial or confidential duties, bus dispatchers and those employees with a temporary, substitute or permanent substitute status, except that Union is recognized as the sole bargaining agent for Permanent Substitute Bus Drivers who shall be granted recognition following more than one year of continuous employment; provided however, that permanent substitute bus drivers shall not receive or accrue any benefits, such as health insurance, sick/personal leave, holiday pay, etc.

The Board hereby grants to the Union unchallenged representation status until seven months prior to the expiration of this written Agreement in accordance with Section "208 (2)" of the Civil Service Law, unless a majority of the bus drivers and bus aides request in writing the Board's non-recognition of the Union, or recognition of another representative Association or Union. This Agreement shall cover the fiscal years of the Employer July 1, 2001 to June 30, 2005.

II. STRIKE PROHIBITION

The District and the Union recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. Both parties subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the duties necessary to the normal operation of the District. The Union therefore agrees that it will not authorize,

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cause, encourage, condone or permit its members to cause any strike or stoppage, or other interference with District operations, nor will any member of the Union take part in a strike, stoppage or other interference with District operations.

Both parties shall comply in all respects with the Taylor Law. Violation of this provision shall subject the parties and individuals to the penalties provided by law.

III. FUTURE NEGOTIATIONS

No later than December 1, 2004, representatives of the Union and representatives of the Board shall enter into negotiations for the following school year. The Union shall provide its proposals to the District no later than November 1, 2004, and the District shall provide its proposals to the Union no later than December 1, 2004. Neither party in any negotiations shall have any control of the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school District.

If an agreement is not reached, an impasse may be deemed to exist. Under such circumstances, either party may request the services of the Public Employment Relations Board as prescribed by Article 14 of the Civil Service 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IV. MANAGEMENT

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the Employer in the exercise of the regular and customary functions of management including, but not limited to, the right to hire, determine experience and background, supervise and direct the working force; to discipline, suspend or discharge for cause; to transfer or layoff employees for lack of work; to determine the kind, character and class of work; to take on work and acquire materials from any sources obtainable; to transfer employees and determine the manner, location and place of work, scheduling and notices of leave, to establish standards of performance; to control the costs, methods and systems of operations and to conduct its business, all of the foregoing, in accordance with law.

V. GRIEVANCE PROCEDURES

A. Basic Principles

1. All employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or condition of employment without fear of coercion, discrimination or reprisal.
2. All employees shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.
3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.
4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

It is also understood that if the employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

B. Definitions

1. Employee shall mean any member represented by the UNION.
2. The term "Board of Education" means duly elected trustees of the Franklin Square Union Free School District.
3. "Grievance" means any alleged violation, misinterpretation or inequitable application of existing laws or policies of the Board of Education or School Administration, which involves the employee's health or safety or physical facilities affecting him/her. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service regulations or any rules or regulations having the force and effect of law.
4. "Complainant" means any employee (as defined above) who presents an alleged grievance.
5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting employees.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.
7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command, e.g., Director of Transportation or Bus Dispatcher.

C. Procedures for Individual Grievances

1. First Stage – Informal Presentation

- a. An employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy this situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation of the requested appointment.
- b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.
- c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage – Written Statement

- a. If the complainant is not satisfied with the decision, the complainant within ten days thereafter, shall request a review and determination of his/her grievance by the Assistant Superintendent for Business or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievances and relief sought. One copy shall be given to the assistant Superintendent or other person designated by the superintendent of schools, one copy to the immediate supervisor and one copy retained by the complainant. Thereupon, and within ten days after receiving such request, the immediate supervisor or the complainant shall submit to the Assistant Superintendent for Business or Superintendent of Schools' designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.
- b. Within ten days of receipt of the immediate supervisors statement, the Assistant Superintendent for Business Superintendent of Schools'

designee shall make his/her decision in writing including fact findings, conclusions and recommendations and shall give a copy of the decision to the complainant and Union.

3. Third Stage

- a. If the complainant is not satisfied with the decision at stage two, the complainant may, within seven days after receiving the written decision, request, in writing, a review and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which said decision is in error or improper and giving a copy to the assistant Superintendent for Business or the Superintendent of Schools' designee who made the decision in the second stage. Thereupon, and within ten days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.
- b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.
- c. The Superintendent of Schools shall notify the complainant and the Union within ten days, in writing, of his/her decision.

4. Fourth Stage

- a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. The written request shall be delivered to the Clerk of the School District and shall specify the basis of reasons for his/her dissatisfaction with Superintendent of schools' decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.
- b. The Board, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the board, the meeting may be held before the Board, a committee of the Board, or the School Attorney.
- c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days from the date of receipt of the notice thereof by complainant or his/her representative or Union.
- d. The Board, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final

adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the Board with a copy furnished to the complainant or his/her representative and to the Union.

VI. RATES OF PAY

(1) Wages of all employees for the period July 1, 2001 through June 30, 2002 shall be increased by three (3%) per cent over the wages paid to employees as of June 30, 2001, together with a supplemental flat dollar increase in wages to all employees equal to two (2%) percent of the annual wages in effect as of June 30, 2001, with wages as follows:

Class CDL B Drivers	\$14.71 per hour
Class CDL C Drivers	\$12.93 per hour
Bus Attendants	\$ 9.31 per hour

(2) Wages of all employees for the period July 1, 2002 through June 30, 2003 shall be increased by three (3%) over the wages paid to employees as of June 30, 2002.

(3) Wages of all employees for the period July 1, 2003 through June 30, 2004 shall be increased by three (3%) per cent over the wages paid to employees as of June 30, 2003.

(4) Wages of all employees for the period July 1, 2004 through June 30, 2005 shall be increased by three (3%) per cent over the wages paid to employees as of June 30, 2004.

VII. HEALTH INSURANCE

HOSPITALIZATION

The Board agrees to participate in all of the options of the New York State Empire Health Insurance Plan Core plus Enhancements for Bus Drivers and Bus Attendants.

The Board agrees to pay eighty (80%) per cent of the cost of the Empire Plan Core plus Enhancements for individual coverage and fifty (50%) per cent of the cost under such Plan for dependent and family coverage for Bus Drivers and Dispatchers, or the equivalent amount of money towards the payment of any of the other optional Health Plans if the unit member chooses such other option. Bus aides and permanent and per diem substitutes shall not receive health insurance coverage.

The District shall have the option to change health insurance carriers providing the benefits of the new carrier are substantially equal to the benefits being

provided under the existing Health Plan at the time of such proposed change. In the event the District intends to change the health insurance carrier, it shall submit such new program to the Union for their review at least forty-five (45) days prior to the effective date of such change.

Employees may voluntarily waive inclusion in the health plan of the Franklin Square Union Free School District provided such employees are eligible for individual coverage only or, if eligible for family coverage, are covered under a health care plan of such employee's spouse. \$800 annually shall be paid to an employee who waives either individual coverage or family coverage in the health plan of the Franklin Square Union Free School District, which sum shall be payable in quarterly installments, at the conclusion of each three (3) month period of exclusion from health insurance coverage. There shall be an open window period when an employee who had voluntarily waived coverage may be reinstated and be eligible for the same coverage and non-contributory status that would have been in effect if the employee had not waived coverage. The open window period for reinstatement to the health insurance plan and the exclusions from coverage based upon pre-existing health conditions are prescribed by the health plan; and employees electing non-coverage will execute an acknowledgement and release in the form annexed. An employee may waive the open window period and again elect non-coverage at the conclusion of any twelve- (12) month period of non-coverage. The employees' right to elect non-coverage under this paragraph expire and have no effect as of the expiration date of this Agreement, unless specifically inserted in a new and further Agreement between the parties, and the Employer reserves the right to discontinue payments in lieu of health insurance if its Auditors report that such payments can have an adverse Income Tax effect upon other employees and the Employer.

New employees will not be eligible for health insurance coverage until they have been employed by the Franklin Square Union Free School District for six (6) full months. However, employees will be permitted to purchase, at their own expense, coverage for the first six months. Health insurance coverage, paid by the District, for new employees will commence on the first day of their seventh month of employment.

VIII. JURY DUTY

A. Any employee shall be excused without loss of pay or other benefits while serving as a juror, and such time shall not be charged against sick or personal leave.

1. All remuneration received by an employee for service as provided in "A" hereof shall be paid over to the BOARD within five (5) days after the same shall have been received.

IX. SICK LEAVE

1. Bus Driver and Bus Aide absent from duty because of personal illness or personal reasons shall be excused with full pay on the basis of ten (10) days annually during the first through fourth years of employment, eleven (11) days annually during the fifth through ninth years of employment, and twelve (12) days during the tenth and subsequent years of employment, and no more than three (3) of which days annually shall be for personal reasons, provided the employee gives at least twenty-four hours" advance notice of his/her intention to be absent for personal reasons, for activities which cannot be carried out by the employee outside of regular working hours, such as Court attendance, house closing, etc. No more than fifty (50) days sick/personal leave may be accumulated during the employee's employment with the School District. Upon retirement (and not earlier separation from employment) with more than ten years employment service, employees will be paid for thirty-five (35%) per cent of such accumulated leave, at the wages in effect prior to retirement.

X. HOLIDAYS

There shall be five paid holidays each school year for Bus Drivers commencing July 1, 2001 and through June 30, 2004, for which Bus Drivers will receive their regular day's wages:

- Thanksgiving, Friday following Thanksgiving, Memorial Day, Christmas Day and New Year's Day
- An additional holiday will be provided, effective July 1, 2004: Presidents Day

There shall be two (2) paid holidays each school year for Bus Attendants commencing July 1, 2001 and through June 30, 2004, for which Bus Attendants will receive their regular day's wages:

- Christmas Day and New Years Day
- An additional holiday will be provided, effective July 1, 2004: Thanksgiving

Employees scheduled for Summer Bus Transportation shall receive July Fourth as a holiday.

XI. HOURS OF WORK AND ROUTES

Employees shall work such shifts and such routes as approved by the District's Transportation Administrator, and as further approved by the Superintendent of Schools.

Employer shall guarantee that, with the exception of permanent substitute employees, employees' shifts shall continue to be either six hours or eight

hours daily for those employees regularly assigned to such daily work hours during the term of this Agreement. This provision shall expire on June 30, 2005 unless specifically continued in a successor collective bargaining agreement.

A. **Civil Service Seniority:** Seniority for all purposes other than selection of bus Routes, including layoffs, recalls, work assignments, etc., shall be in accordance with Civil Service Law and NASSAU COUNTY Civil Service rules.

B. **Bus Route Selection Seniority:** Seniority for purposes of Bus Driver employee selection of bus routes shall be divided into two separate classes of employees; those employees working average daily hours of six hours or less (hereinafter referred to as "Six or less Employees"), and those employees working average daily hours of more than six hours (hereinafter referred to as "Six plus Employees"). Seniority on both such lists shall be determined by date of hire and continuous employment. Automotive Servicer/Bus Driver shall not be considered a "Bus Driver" for purposes of this Article, and shall be assigned to a route as BOARD directs.

Bus Drivers will retain their current routes, unless assigned to a different route by District or until such route is modified by the District, or as hereafter provided by annual "Picks" procedures. During the final week in August of each year, the routes shall be subject to preliminary employee selection (picks); and the employees will conduct a bus route selection process whereby employees with the highest seniority on the respective seniority list applicable to the open route desiring assignment to such route shall have first preference among the employees themselves to select such route, which employee selection process shall be advisory only upon Employer, and shall be subject to the Superintendent's right to deny assignments to employee-selected routes. Upon request, the employee and a Union representative may meet with the Superintendent to discuss the reasons for the denial. During the school year, under no circumstances shall any employee with greater seniority than another employee assigned by the District to a route have the right to bump a less senior employee from an assigned route. If a position becomes vacant during the school year for any reason, the School Administration shall appoint a new employee or temporary employee to the open route for the balance of the school year unless otherwise agreed between the Board and the Union. Summer work assignments will be handled in the same manner with such "picks" taking place in June of each year.

In the event any employee voluntarily moves from one bus route selection seniority list to the other seniority list, he/she will be placed at the bottom of the new list; however, if any employee is involuntarily moved by the District from one seniority list to the other, the employee will maintain his/her relative position on the new list based upon date of hire.

XII. DUES DEDUCTIONS

The union, having been certified as the exclusive representative of employees within the bargaining unit represented by this agreement, for so long as New York state law required same, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of the Union for so long as New York State law requires same, in an amount equivalent to the membership dues levied by the Union. The Employer shall make a separate deduction for agency shop fees and remit the amount so deducted to the Union covering the agency shop fee deductions.

The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized representative.

XIII. SNOW DAYS

In the event the Superintendent closes the Franklin Square Public schools or delays opening by reason of snow or inclement weather conditions, those employees regularly scheduled during such time periods will be paid their regular wages for such time periods.

XIV. BEREAVEMENT LEAVE

Bereavement leave of three (3) days shall be granted for death of a spouse, mother, father, child, brother or sister, grandparent, grandchild, or a life companion residing with employee in a spousal form of relationship; and one (1) day bereavement leave shall be granted for the death of other family members (e.g., fathers/mothers-in-law).

XV. LEAVE WITHOUT PAY

Bus Drivers having one or more years of service may, in the Employer's discretion, be granted leave without pay upon recommendation of the Superintendent. The Employer may grant an employee a leave without pay for a period or periods up to six (6) months for reasons of protracted illness, infant care or compelling personal hardship. All accrued sick and personal time must first be utilized. Reinstatement will follow upon their return without loss of seniority providing there has been no layoff or abolishment of job title. No sick leave, personal leave or retirement credit will be accrued during the period of absence for leave without pay, nor medical insurance premiums, holiday pay, or other benefit of any nature paid to or on behalf of an employee during leave without pay. The District may allow an employee granted a leave of absence without pay continuation of health insurance premiums during the period of leave without pay. Employees will have such rights as are provided by Law for continuation of health insurance plan enrollment at the employee's cost, in accordance with COBRA regulations.

**XVI. FAMILY AND MEDICAL LEAVE ACT
(hereinafter referred to as the "ACT")**

It is understood and agreed that irrespective of the specific leaves of absence or benefits recited in this Agreement (paid or unpaid) that:

A. Wherever this Agreement provides for or allows less leave time for certain stated purposes required by the ACT (irrespective of whether the leave time provided in this Agreement is "paid" or "unpaid" leave) or for any employee benefit if such is not provided by this Agreement, for employees who are "eligible employees" under the ACT as defined under Title I, Section 101, "Definitions", that employees hereunder shall be entitled to additional unpaid leave in excess of the leave, whether paid or unpaid, provided by this Agreement, but such additional unpaid leave shall be provided only in an amount sufficient to comply with the total leave time specifically required by the ACT. Nothing in this Article XIV shall be construed to provide for paid leave. The employment and benefit rights of employees who take leaves under Section 102 of the ACT for the intended purpose of the leave thereunder shall be governed by Sections 103 and 104 (a), (b) and (c) of the ACT.

B. As provided in Title IV, Section 402 (a) and (b) of the ACT, nothing in such ACT shall be construed to diminish the obligation of the employer to comply with provisions of this collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under this ACT or any amendment made by this ACT.

C. This Article XIV is added to this Agreement solely to denote the awareness of the Employer and the employee unit and its representative herein with the ACT and to affirm the intent of the undersigned to abide by the rights, duties and obligations accorded and provided by the ACT with respect to both the employees and the Employer hereunder whether or not specifically noted in this Article XIV and further, that if any provision of this Agreement as herein set forth is violative of any provisions of the ACT, such provisions shall be deemed amended pursuant to and in compliance with the pertinent provisions of the ACT.

XVII. WORKERS COMPENSATION

All staff members are covered by Workers' Compensation. Injury to an employee during the performance of his/her duty must be immediately reported to the Assistant Superintendent for Business.

ARTICLE XVIII. MEDICAL EXAMINATION

Employer may require an examination, at Board cost, of an employee upon return from sick leave or disability, or of an employee who the Board has reason to suspect

may be unfit or incapable of performing his/her job duties by a Library designated physician, in order to determine the physical and/or psychological capacity of such person to perform his/her duties. An employee directed to undertake such an examination shall have the right to be accompanied by his own physician or other person he/she desires. For purposes of this paragraph, the provisions of Section 913 of the Education Law are made applicable to Employer directed examinations of employees; which provisions and the judicial interpretation thereof shall govern.

XIX. UNION ACCESS TO EMPLOYEES

Union Representatives may meet with an Employee Unit member at the School District's Bus Facility during the workday for a short period of time while Bus Drivers are not engaged in driving duties, upon reasonable advance notice to the Transportation Supervisor, for purposes of discussing employee work performance or related issues, provided that the Union Representatives activities do not disrupt School District or Bus Yard operations. Any employee so meeting with a Union Representative will not receive wages during the period of such meeting, except to the extent that such meeting is conducted during an appropriate break period.

XX. SAVINGS CLAUSE

If any provision of this Agreement is or shall become contrary to law, then such provision shall be deemed deleted from this Agreement, but all other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives the day and year first above written.

LOCAL 1181-1061
AMALGAMATED TRANSIT UNION AFL-CIO

By: 

BOARD OF EDUCATION, FRANKLIN
SQUARE UNION FREE SCHOOL DISTRICT

By: 