



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Bath Central School District and Bath School District Transportation Unit 8717-01, CSEA, Local 1000, AFSCME, AFL-CIO, Steuben County Local 851 (2001)**

Employer Name: **Bath Central School District**

Union: **Bath School District Transportation Unit 8717-01, CSEA, AFSCME, AFL-CIO**

Local: **1000 & Steuben County Local 851**

Effective Date: **07/01/2001**

Expiration Date: **06/30/2005**

PERB ID Number: **4562**

Unit Size: **23**

Number of Pages: **26**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the
BATH CENTRAL
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO



RECEIVED

JAN 11 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Bath School District Transportation Unit 8717-01
Steuben County Local 851

July 1, 2001 — June 30, 2005

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| I | Preamble..... | 3 |
| II | Purpose and Intent | 3 |
| III | Recognition | 3 |
| IV | Management Rights | 4 |
| V | Dues Deduction and Agency Shop | 4 |
| VI | No Strike | 5 |
| VII | Non-Discrimination | 5 |
| VIII | Probationary Period | 5 |
| IX | Discipline and Discharge | 5 |
| X | Seniority | 6 |
| XI | Physical Exams | 7 |
| XII | Work Related Injuries | 7 |
| XIII | Continuation of Route Assignments | 7 |
| XIV | Allocation of Extra Driving | 7 |
| XV | Summer Assignments | 8 |
| XVI | Paid Leaves of Absence | 9 |
| XVII | Unpaid Leaves of Absence | 10 |
| XVIII | Safety Incentive Program | 10 |
| XIX | Rates of Pay | 11 |
| XX | Overtime Pay | 12 |
| XXI | Extra Compensation | 12 |
| XXII | BOCES and Extra Trips | 12 |
| XXIII | Required Training Pay | 13 |
| XXIV | Meal and Travel Allowances | 13 |
| XXV | Health Insurance | 14 |
| XXVI | Gender and Plural | 16 |
| XXVII | Obligation To Negotiate | 16 |
| XXVIII | Conformity To Law | 17 |
| XXIX | Total Agreement | 17 |
| XXX | Successor | 17 |
| XXXI | Duration | 17 |
| XXXII | Grievance Procedure | 17 |
| XXXIII | Arbitration Procedure | 19 |
| XXXIV | Vacations | 20 |
| XXXV | Holidays | 21 |
| XXXVI | Personal Leave | 22 |
| XXXVII | Printing and Distribution of Contract | 22 |
| XXXVIII | Legislative Approval | 22 |
| XXXIX | Personnel Files | 22 |
| XXXX | Compensation and Disability | 23 |
| XXXXI | Bus Inspections | 23 |
| XXXXII | Execution | 24 |

ARTICLE I

PREAMBLE

This Agreement is hereby entered into by and between Bath Central School, hereinafter referred to as the "Employer", and the Civil Service Employee Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of its business, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

1. To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote individual efficiency and service to the citizens of the School District;
4. To avoid interruption or interference with the efficient operation of the Employer's business;
5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

1. The Employer hereby recognizes the Union as the sole and exclusive representative with respect to wages, hours, and other terms and conditions of employment for all regular bus drivers and mechanics, excluding all substitute, temporary, and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for the duration of this Agreement or as provided by law.
2. For the purposes of this Agreement, the following terms shall be defined as follows:
 - a. Probationary employees – any employee who has not satisfactorily completed the probationary period provided in this Agreement.
 - b. Substitute employee – any employee properly licensed and trained and meeting all the requirements for school bus operation and who is available to drive on an as-needed basis, but is not assigned a regular bus run.

- c. Regular bus driver – any employee assigned a regular bus route, regardless of the driving time or time of day, on an annual basis (school year).
3. Should any new job titles be created during the term of this Agreement, which encompasses the general range of duties performed by members of this bargaining unit, the Employer and the Union will attempt to determine whether or not such job titles appropriately belong to the bargaining unit.

ARTICLE IV

MANAGEMENT RIGHTS

1. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be applied in a discriminatory manner.

ARTICLE V

DUES DEDUCTION AND AGENCY SHOP

1. During the term of this Agreement, the Employer shall deduct Union initiation fees and dues from the wages of those employees who have voluntarily signed valid dues deduction authorization forms permitting said deductions.
2. Any employee who, during the term of this Agreement, fails to maintain his membership in the Union and a continuing dues deduction authorization, shall as a condition of continued employment authorize the Employer to make the deduction of an agency shop fee not exceeding the amount of regular Union dues.
3. Any such dues deductions or agency fee deductions shall be made from twenty (20) consecutive pay period checks starting in September of each year. If the employee's pay for any pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay period's check, providing the employee's check is sufficient to allow the deduction.
4. A check in the amount of the total dues and agency fees withheld from those employees affected by paragraphs 1 and 2, above shall be tendered to the Union within thirty (30) calendar days from the date of making said deductions. The Employer will also supply a list of those employees for whom dues or agency fees have been deducted. Said check and list will be mailed to the Union at 143 Washington Avenue, Albany, New York, 12210.
5. The Union hereby agrees to hold the employer harmless from any and all damages or liabilities which may arise from the performance of its obligations under this Article and the Union agrees to indemnify the Employer for any such damages or liabilities that may arise.

ARTICLE VI

NO STRIKE

1. The Union does hereby agree and affirm that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.
2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.
3. The Employer agrees that it will not lock-out any employees during the term of this Agreement.

ARTICLE VII

NON-DISCRIMINATION

1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, or sex.

ARTICLE VIII

PROBATIONARY PERIOD

1. All newly hired employees will be required to serve a probationary period of ninety (90) school days. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be applicable through any grievance or appeal procedure herein contained.
2. No probationary employee shall be eligible for any fringe benefits provided by the Employer until he has satisfactorily completed his probationary period. Seniority shall, however, upon the satisfactory completion of the employee's probationary period, be granted retroactively to the employee's date of hire.

ARTICLE IX

DISCIPLINE AND DISCHARGE

1. Any employee who quits, is discharged from his employment or otherwise terminated, shall be paid all money due him on the next payday following said termination.
2. Any employee whose employment with the Employer is terminated for whatever reason, shall return any property of the Employer possessed by him prior to receiving his final

pay upon termination. Failure to return said property shall make the employee liable for the payment of the fair and reasonable value of the property, which may be withheld from his last pay.

3. All employees will be required to give the Employer at least two (2) weeks advance notice prior to terminating their employment.
4. All disciplinary and discharge actions taken against non-probationary employees shall be subject to the grievance procedure.

ARTICLE X

SENIORITY

1. Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Bath Central School District, combined with an employee's uninterrupted length of continuous employment with UTC, if any. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous employment.
2. For layoff purposes, the employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off until the total number of employees required to staff forces shall be established. Having exhausted his seniority in his current title, the laid-off employee shall exercise his seniority to displace an employee with lesser seniority than he on the next lower job title he has previously held on the next lower job in the same promotional ladder. The rate of pay shall be at the rate of the job which the employee assumes. Recalls shall be in the reverse order of layoff.
3. Continuous service includes only those periods when an employee is:
 - a. on leave of absence
 - b. on layoff
 - c. absent from, and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease
 - d. such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service
4. Subject to applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one or more of the following occurs: he resigns (unless he is reinstated within a period permitted by any provision of the Civil Service applicable to him); he is discharged; he retires; he refuses a recall.
5. If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by lot.
6. Prior to October 1st of each year, the Employer shall supply a seniority list to the Union. The list shall be updated as changes occur during the course of the school year.

ARTICLE XI
PHYSICAL EXAMS

1. All employees shall be required to take and pass an annual physical examination as a condition of employment from a physician designated by the Bath Central School District and paid for by the School District.

ARTICLE XII
WORK RELATED INJURIES

1. Any employee who is injured on the job shall seek medical attention upon his request or order of the employee's supervisor. The employee shall file an accident report with the Employer as soon as possible after the accident.

ARTICLE XIII
CONTINUATION OF ROUTE ASSIGNMENTS

1. The Employer will make a reasonable effort to assign routes to bus drivers as the previous school year. Any driver wishing to change his route assignment must notify the Employer of the desired change in routes.
2. Any route that becomes vacant during the school year will be posted for a time period of seven (7) calendar days. Any employee who wants to be considered for the route, must apply during the posting period. If more than one employee applies for the route, the route will be awarded to the most senior employee.

Announcements of any route(s) that become vacant when school is not in session shall be mailed via U.S. Mail to all bus drivers. Any employee who wants to be considered for the route must apply within ten (10) working days from the date postmarked on the envelope. If more than one employee applies for the route, the route will be awarded to the most senior employee.

3. The Employer shall have the right to disregard the above paragraphs and assign employees to routes based on the ability and qualifications as required by the route and safety considerations. In the event the Employer services these rights under the paragraph, such action shall be grievable under the Grievance Procedure herein contained.

ARTICLE XIV
ALLOCATION OF EXTRA DRIVING

1. Except as otherwise provided in this article, all extra driving, such as field trips and after-practice trips, will be offered to all regular drivers prior to other employees. Extra driving will be assigned on a rotational basis according to seniority. Trips shall be consecutively numbered as received by the Transportation Supervisor, or his or her designee and shall be filled in that same order on a rotational basis according to seniority. In the event of a multiple numbered trip, that is more than one (1) bus leaving

at the same time for the same destination, which subsequently requires fewer buses than originally assigned, the highest numbered trip will be the one cancelled, regardless of driver seniority, and so on and so forth, until such time as the required number of buses is reached.

2. The Employer shall assign extra driving by means of two extra driving rosters. Extra trips that are projected to last from fifteen (15) minutes to three (3) hours long shall be assigned from Extra Driving Roster A. Extra trips that are projected to last longer than three (3) hours shall be assigned from Extra Driving Roster B. Employees shall have the option of placing their name on either Roster A, Roster B, or both rosters. For purposes of this paragraph, the current rotation practice of assigning extra driving in section one (1) shall continue. When extra driving is being assigned, and it becomes apparent that a driver is about to be assigned a Roster A trip and a Roster B trip, and both trips are occurring at the same time or at otherwise conflicting times, the assignment shall automatically default to the Roster B trip (the trip of longer duration), subject to the overtime limitations stated in section 3 of this Article. In the event that a Roster B assignment is projected to put an employee into overtime the assignment shall automatically default to the Roster A trip, subject to the overtime limitations stated in section 3 of this Article.

This section shall be in effect, on a trial basis, for the 2001-2002 school year. After June 30, 2002 the Employer and the Union shall agree to meet and discuss continuance of this provision.

3. The Employer shall have the right to disregard Section 1 of this Article, and assign employees to special (extra) trips based on qualifications and ability as required by the trip and safety considerations. The Employer shall have the right to disregard the above if the employee who is eligible for the extra trip would exceed forty (40) hours of work in that week as a result of such trip. No employee will be eligible for extra trips on an overtime basis without the express permission of the Employer.

The Employer shall make a reasonable effort to schedule a regular driver's work week hours as close to forty (40) hours per week as possible. This includes extra driving. This shall not be subject to the grievance process.

ARTICLE XV

SUMMER ASSIGNMENTS

1. The Employer agrees, when possible, to post those summer assignments it has knowledge of before the end of the school year. Summer assignments that arise during the course of the summer or those the Employer does not have knowledge of before the end of the school year will be posted as soon as possible after the Employer receives knowledge of such assignments.
2. The Employer will create a voluntary list for the sign-up of drivers wishing to take summer assignments before the end of the school year. When practical, the Employer will attempt to follow the list on the rotational basis, providing the Employer has the right to assign drivers on the list out of rotation based on qualifications, safety considerations, and the avoidance of having to pay overtime rates.

3. Should no drivers on the list be available or qualified for an assignment, the Employer shall have the right to assign other drivers not on the list to drive the assignment. The Employer shall make an effort to utilize the least senior driver when assigning drivers not on the list. A driver who refuses to drive a summer assignment after he has been assigned and accepts the route, shall be subject to disciplinary action.

ARTICLE XVI

PAID LEAVES OF ABSENCE

1. Bereavement Leave – In the event of a death in the family which shall include spouse, child, mother, father, father-in-law, mother-in-law, grandmother, grandfather, brother, sister, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, an employee shall be granted five (5) days with pay and additional leave may be granted by the Superintendent, but will be deducted from the employee's accumulated sick leave.
2. Sick Leave – Sick leave for employees working fifty-two (52) weeks per year shall be earned at the rate of one (1) day per each regularly scheduled month of work which is completed, accumulative to 175 days. This month shall include holiday, vacation, and personal time, but does not include sick leave time.

Sick leave for employees working forty (40) weeks per year shall be earned at the following rate: (a) 21 to 40 hours per week accumulative to 100 days, (b) 1-20 hours per week accumulative to 50 days.

- a. A doctor's certificate may be required for sick leave due to personal illness after three (3) consecutive days' absence.
- b. Each employee will be entitled to five (5) days or one-half of his annual sick leave, whichever is less, at full pay, because of illness in the immediate family; such leave shall be deducted from the accumulated total.
- c. Retired employees working more than twenty (20) hours per week and at least forty (40) weeks per year may upon retirement use the value (# of days times daily wage) of their accumulated days towards the cost of their hospitalization plan provided:
 - i. The retiree qualified for retirement as a member of the retirement system administered by the State of New York or one of its civil divisions.
 - ii. Provisions of the insurance carrier allow for such participation.
- d. The amount of accumulated sick leave shall be entered on each employee's salary notice prior to the distribution of same and prior to the employee signing and returning the same to the District.

3. Transferred employees from UTC who have one (1) year or more of service in the 21-40 hour-per-week class, and who, through action of the Employer, have such work week reduced to less than twenty-one (21) hours, shall continue to be treated as if they had received no reduction in hours.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

1. An employee who has completed one (1) year of employment with the Employer may be granted a leave of absence without pay or benefits for a period determined by the Board of Education because of injury, illness or other compelling reasons. The decision to grant the leave or the length of the leave period shall be at the discretion of the Board of Education, but shall not be denied in an arbitrary or capricious manner. Any employee on such a leave shall not accrue seniority during the leave period.
2. Leaves of absence will not be granted for the employee to seek similar employment with another employer nor shall any employee work for another similar employer without the Employer's approval during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately.
3. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or a similar position. Prior to the re-employment of any employee, the employee must be able to perform the work and be physically qualified.
4. An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Board of Education.

ARTICLE XVIII

SAFETY INCENTIVE PROGRAM

1. Since safe driving is a paramount concern of the Employer, the Employer, in an effort to encourage such safe driving and to reward those employees with safe driving records, hereby establishes a safe driving aware program to be administered as follows:
 - a. Regular drivers who have driven in that capacity for a full school year without a preventable accident will be awarded the sum of twenty-five dollars (\$25.00) at the end of the driving year.
 - b. Regular drivers who have completed two (2) consecutive driving years without a preventable accident will receive a payment of fifty dollars (\$50.00) at the end of the second such year and each year thereafter that no preventable accidents are incurred.
 - c. When a driver is involved in a preventable accident, his participation in the program ceases and he will commence the following year at the first-year status.

2. If any driver is involved in an accident, the transportation supervisor shall be notified as soon as possible and the driver will complete a written incident report on a form to be provided by the District. An accident shall be defined as any occurrence that results in any harm or damage to a District vehicle or injury to a passenger, which is known to the driver. A driver shall not be held responsible for any damage that has been reported, but not repaired.

A driver failing to report an accident shall be ineligible for the safety incentive program for a period of one (1) year.

ARTICLE XIX **RATES OF PAY**

1. The starting rate of pay shall be as follows:

| | |
|--|------------------|
| 2001-2002 school year (7/1/01 – 6/30/02) | \$10.00 per hour |
| 2002-2003 school year (7/1/02 – 6/30/03) | \$10.60 per hour |
| 2003-2004 school year (7/1/03 – 6/30/04) | \$10.60 per hour |
| 2004-2005 school year (7/1/04 – 6/30/05) | \$11.20 per hour |

2. The District will increase the salary or hourly rate of each returning unit member as follows:

| | |
|--|----------------|
| 2001-2002 school year (7/1/01 – 6/30/02) | \$.60 per hour |
| 2002-2003 school year (7/1/02 – 6/30/03) | \$.60 per hour |
| 2003-2004 school year (7/1/03 – 6/30/04) | \$.60 per hour |
| 2004-2005 school year (7/1/04 – 6/30/05) | \$.60 per hour |

The hourly rate increase for the 2001-2002 school year shall be granted retroactively to all returning unit members in the event that this contract is approved by the Board of Education after July 1, 2001.

Unit members who have resigned, retired or were discharged on or after July 1, 2001 shall not be eligible for retroactive salary increases if they are not in the employ of the District at the time of Board of Education approval. Employees hired on or after July 1, 2001 shall not be eligible for retroactive salary adjustments.

3. Employees shall receive longevity increments in the amount of twenty-five cents (25¢) per hour on July 1st of the year in which they complete ten (10), fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of service. Employees who currently have completed such service shall be credited with the earned longevity amounts effective July 1, 2001.

ARTICLE XX
OVERTIME PAY

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

ARTICLE XXI
EXTRA COMPENSATION

1. Any employee required to work for a period of time greater than he normally is scheduled to work due to inclement weather, breakdown, etc., which is out of the control of the employee, shall be paid his regular hourly rate for all times in excess of his normally scheduled time if the additional time exceeds fifteen (15) minutes, or more.
2. Factors out of the control of the employee causing the additional work time must be validated and approved by the Employer.

ARTICLE XXII
BOCES AND EXTRA TRIPS

1. Effective upon board approval of this successor agreement, drivers of all extra trips shall be paid at the rate of eleven dollars (\$11.00) for all hours worked plus inspection time as set forth in Article 41 for the 2001-2002 school year (no retroactivity). Effective July 1, 2002 drivers of all extra trips shall be paid at the rate of eleven dollars and twenty five cents (\$11.25) for all hours worked plus inspection time as set forth in Article 41. Effective July 1, 2003 drivers of all extra trips shall be paid at the rate of eleven dollars and fifty cents (\$11.50) for all hours worked plus inspection time as set forth in Article 41. Effective July 1, 2004 drivers of all extra trips shall be paid at the rate of eleven dollars and fifty cents (\$11.50) for all hours worked plus inspection time as set forth in Article 41.
2. Drivers of late bus and BOCES trips shall be paid their regular hourly rate.
3. In the event a driver is called in to drive an extra trip which is canceled because of inclement weather after the driver arrives at the terminal, the driver shall be paid one (1) hour's pay at the extra trip rate. If the trip is canceled for any other reason after the driver arrives at the terminal, the driver(s) shall be paid a flat rate of twenty (\$20.00) dollars. Cancelled trips shall be re-posted for bid under the current rotation.
4. In the event a regular driver is scheduled to take an extra trip that is subsequently canceled, such driver may elect to revert back to his regular run, providing there is an adequate amount of advance notice of such cancellation to allow such reversion.

5. Extra trips will be paid at the driver's regular hourly rate for all time lost by the driver from his regular route and all remaining time shall be paid at the extra-trip rate provided in Article 22 paragraph "1" above, unless such regular hourly rate is less than the extra-trip rate, then the extra-trip rate shall be used.
6. Employees driving extra trips on weekends and/or trips which will return to school after dark, shall be allowed to park their personal vehicles in the fenced in area adjacent to the bus garage.

ARTICLE XXIII

REQUIRED TRAINING PAY

1. Drivers who actually attend the required two (2) hour training conferences during the school year shall be paid their regular hourly rate for each such conference attended. If training is scheduled on a holiday, employees shall be compensated at time and one-half.
2. The District shall reimburse drivers for difference in cost between a regular driver's license and a CDL. Reimbursement shall be made upon presentation of a receipt confirming the amount paid for the CDL.

ARTICLE XXIV

MEAL AND TRAVEL ALLOWANCES

1. Employees who are required to work because of a special assignment from 10:30 a.m. to 1:30 p.m. or from 4:30 p.m. to 7:30 p.m., shall be paid a meal allowance not exceeding six (\$6.00) dollars for lunch and nine (\$9.00) dollars for supper meals providing the employee submits a valid receipt to the Employer. Meal allowances shall also be payable if there is less than one half (1/2) hour between the employee's regular run and an extra trip.
2. Employees who are required to obtain lodging for an overnight accommodation due to a special assignment shall be reimbursed for such lodging and meal expenses upon the submission of a valid receipt to the Employer.
3. An employee who is required, upon the direction of the Employer, to use his private vehicle on the Employer's business shall be reimbursed at the rate established by the Employer.
4. Advances towards the expected costs of overnight expenses and meals shall be made to those employees requesting such advances when assigned a special assignment requiring overnight accommodations.
5. All overnight trips shall be offered in rotating order and in accordance with Article XIV, Section 2 contained herein, and drivers awarded such trips shall be compensated in the following manner:

6. For trips that occur during the regular scheduled work week, drivers shall receive either their regular pay, in addition to any other compensation due them, or a stipend for actual driving time.
7. All hours worked over forty (40) hours in the work week shall be paid at the rate of one and one-half (1 1/2) the average of the driver's regular hourly rate and the special trip rate, or compensatory time in accordance with The Fair Labor Standards Act. The work week shall be defined as Sunday through Saturday.
8. All meals and lodging shall be the responsibility of the Employer and shall be paid by the employer in accordance with Article XXIV of this agreement contained herein.
9. Drivers shall receive a minimum of seventy-five dollars (\$75.00) per day for each day or portion thereof, for the overnight trip, whether driving is done or not, and shall receive the greater of, either the seventy-five dollars (\$75.00) per day or the amount actually earned during on-duty time. On-duty time shall be defined as actual driving time and/or waiting time when the driver is required to be available.

ARTICLE XXV

HEALTH INSURANCE

1. Effective upon ratification of the 2001-2005 agreement by the parties, eligible employees shall be responsible for paying 5.0% of the total premium cost of the health insurance, prescription and dental (CSEA EBF Dutchess Dental) plans offered by the District for the 2001-2002 school year. Effective July 1, 2002, eligible employees shall be responsible for paying 7.0% of the total premium cost of the health insurance, prescription and dental (CSEA EBF Dutchess Dental) plans offered by the District. Effective July 1, 2003 eligible employees shall be responsible for paying 8.0% of the total premium cost of the health insurance, prescription and dental (CSEA EBF Dutchess Dental) plans offered by the District.

Employees hired after July 1, 2001 who work more than 20 hours per week will be entitled to receive a single/individual health insurance, prescription and dental (CSEA EBF Dutchess Dental) plan and will be responsible for contributing towards the total premium cost as follows:

| | |
|-----------|------|
| 2001-2002 | 5.0% |
| 2002-2003 | 7.0% |
| 2003-2004 | 8.0% |
| 2004-2005 | 8.0% |

Employees hired after July 1, 2001, who work more than 27.5 hours per week will be entitled to receive a family health insurance, prescription and dental (CSEA EBF Dutchess Dental) plan and will be responsible for contributing towards the total premium cost as follows:

| | |
|-----------|-------|
| 2001-2002 | 9.0% |
| 2002-2003 | 10.0% |
| 2003-2004 | 11.0% |
| 2004-2005 | 11.0% |

These payments shall be deducted in equal or nearly equal installments from the employee's paycheck. Eligible employees are those who work at least twenty-one (21) hours per week for at least forty (40) weeks per year. Health insurance shall be provided by the District through the Genesee Area Health Care Plan. Included within the total premium cost are either an individual or family plan plus the following:

- a. Non-participating hospital rider
- b. Drug co-pay (\$5.00 Generic; \$10.00 Legend)
- c. Dental insurance (CSEA Employee Benefit Fund Dutchess Dental Plan) with supplemental periodontics, orthodontic, and prosthetic
- d. Major Medical

The District will pay the cost of the individual health insurance for eligible employees as of July 1, 1989, who are considered less than twenty (20) hours per week.

2. All new employees hired after July 1, 1989, will be required to complete the probationary period of employment before becoming eligible for Health Insurance benefits. Only those employees hired for positions of more than twenty (20) hours per week will be eligible for insurance coverage.
3. The Health Insurance Program will terminate at the time an employee leaves the employment of the school. Any ten (10) month employee failing to return for at least thirty (30) days of employment after September 1, shall reimburse the school for the cost of the insurance during July and August.
4. (See language of Article 16, number 3).
5. The District shall participate in and pay the full premium cost for the CSEA-EBF Optical Insurance Plan known at "Platinum-12".
6. Eligible employees who choose to opt out of the District's Health and Dental Coverage shall receive a lump sum payment of six hundred dollars (\$600) for single coverage, or one thousand two hundred dollars (\$1,200) for family coverage, for each school year in which coverage has been declined. Employees must make their selection to decline coverage in writing to the District's Business Office by July 1 for the next year and shall receive payment as soon as possible after December 1. Should this paragraph of the agreement become the basis at any time for the diminution of the health insurance benefits provided in this Agreement, in any manner whatsoever, this paragraph shall be considered null and void, and the parties hereto shall need to negotiate alternatives to same.
7. Effective July 1, 1999, the District may change the carrier for the drug prescription rider to the Genesee Area Health Care Plan.

8. **EMPLOYEES HIRED PRIOR TO 7/01/01:** Upon retirement, the District shall provide an individual health insurance plan to employees with 15 years of service to the district and who work more than 20 hours per week. Employees who work 20 hours or less per week in a year shall have such service counted at 50% (2 years of 20 hours or less per week shall constitute 1 year of service). The retiree's contribution to the individual health insurance plan and any co-pay(s) is outlined in Article XXV - Health Insurance along with riders. If the carrier allows, retirees shall be able to participate in the CSEA EBF Dutchess Dental Plan and CSEA EBF Platinum - 12 Optical Plan. The retiree's contribution to these two plans would be incorporated into the total health insurance package. The retiree would be responsible for paying a percent of the premium cost as negotiated in Article XXV. A retiree who elects this benefit may not receive the benefits outlined in Article XVI.

EMPLOYEES HIRED AFTER 7/01/01: Upon retirement, the District shall provide an individual health insurance plan to employees with 15 years of service to the district and who works more than 20 hours per week. Employees who work 20 hours or less in a year shall have such service counted at 50% (2 years of 20 hours or less shall constitute 1 year of service). The retiree shall pay 50% of the premium and any co-pay(s) as outlined in Article XXV - Health Insurance. The district shall also pay 50% of the premium. If the carrier allows, retirees shall be able to participate in the CSEA EBF Dutchess Dental Plan and CSEA EBF Platinum - 12 Optical Plan. The retiree's contribution to these two plans would be incorporated into the total health insurance package. The retiree would be responsible for paying 50% of the total premium cost. A retiree who elects this benefit may not receive the benefits outlined in Article XVI.

ARTICLE XXVI

GENDER AND PLURAL

1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVII

OBLIGATION TO NEGOTIATE

1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVIII
CONFORMITY TO LAW

1. This agreement shall be subject to and subordinated to any present and future Federal and State Laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving portions.
2. If the enactment of legislation or a determination by court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties, but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.
3. In the event of a determination pursuant to paragraphs 1 and 2 above, the Employer and the Union shall meet within thirty (30) calendars days for the purpose of negotiating a lawful alternative provision for only such affected provision(s).

ARTICLE XXIX
TOTAL AGREEMENT

1. This Agreement represents the entire agreement between the Employer and the Union.

ARTICLE XXX
SUCCESSOR

1. This Agreement, during its duration, shall be assumed by and binding upon all successors and assigns of either party to this Agreement.

ARTICLE XXXI
DURATION

1. This Agreement shall become effective at 12:01 a.m. on July 1, 2001, and shall continue in full force and affect, along with any amendments made and annexed hereto, until midnight, June 30, 2005.

ARTICLE XXXII
GRIEVANCE PROCEDURE

1. For the purpose of this procedure, the below listed terms are defined as follows:
 - a. Grievance – A “grievance” shall be defined as an alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

- b. Days - A “day” as used in this procedure shall mean calendar days.
 - c. Aggrieved Party – The “aggrieved party” shall be defined as only an employee (s) within the bargaining unit or the Union, actually filing the grievance.
 - d. Party In Interest – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not an aggrieved party.
2. The following procedures shall apply to the administration of all grievances filed under this procedure.
- a. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
 - b. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
 - c. If the grievance affects a group of employees working at different times, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
 - d. The preparation and processing of grievances shall be only conducted during non-working hours.
 - e. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Employer’s management and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event any grievance is adjusted without formal intervention or determination, pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.
 - f. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies provided herein and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employees who pursue any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
 - g. The time limits provided herein shall be strictly adhered to any grievance not filed initially or appealed within the specific limits will be deemed waive and void. If the Employer fails to reply within the specified time limit, the grievance shall

automatically move to the next step. The time limits specified for either party may be extended only by mutual written agreement.

3. All grievances shall be administered in accordance with the following steps of this procedure:

STEP 1

An aggrieved employee shall notify his immediate supervisor of the alleged grievance within ten (10) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting within five (5) days of the date of the notice by the aggrieved employee. The aggrieved employee and the supervisor will discuss the alleged grievance with the objective of resolving the matter informally.

STEP 2

If the alleged grievance is not resolved informally at Step 1, it shall be reduced to writing and presented to the Superintendent within five (5) days of the informal meeting or notification of the supervisor's answer at Step 1, which shall be rendered by the supervisor within three (3) days, whichever is later. The Superintendent shall render a decision to the Step 2 grievance, in writing, and present it to the aggrieved party within five (5) days from the receipt of the written grievance.

STEP 3

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Board of Education within five (5) days from the date of the rendering of the decision in Step 2. The Board of Education shall convene a meeting in Bath within ten (10) days of the receipt of the appeal. The meeting will be held with the parties of interest. The Board of Education will issue a written decision to the aggrieved party and his representative, if any, within fifteen (15) days of the meeting date. If the union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure contained in Article XXXIII.

ARTICLE XXXIII

ARBITRATION PROCEDURE

1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to the grievance in question.
2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the

commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

3. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.
4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
7. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, CSEA may submit the grievance to arbitration by requesting from the Public Employment Relations Board a list of seven (7) arbitrators, from which the District and the CSEA shall select an arbitrator by alternately striking names until one (1) remains who shall be designated the arbitrator for the grievance in question.
8. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights provided by the Grievance and Arbitration Procedures herein contained.

THE PROVISIONS CONTAINED IN ARTICLES 34 AND 35 SHALL APPLY TO MECHANICS ONLY.

ARTICLE XXXIV

VACATIONS

1. For the purpose of this section, one day shall be defined as containing the normal hours of work for each mechanic.

Anniversary date will be on the date of hire. Mechanics hired during the year shall be entitled to one-half (1/2) day vacation per month preceding July 1, accumulative and granted after July 1. At the completion of the first full year of employment, mechanics will be entitled to vacations as indicated in the schedule below:

1 year – 1 week (5) working days
2 years – 2 weeks (10) working days
7 years – 3 weeks (15) working days
15 years – 4 weeks (20) working days
20 years – 5 weeks (25) working days

2. Upon the death of the employee, retirement, or separation from services, all unused vacation time shall be paid on a pro-rated basis to the employee or his estate.
3. Vacations shall be requested in writing at least one month prior to time requested. Approval shall be obtained from their immediate supervisor and the Superintendent of Schools. It shall be the right of the Employer to designate vacation periods when desirable. If two or more mechanics request that same vacation time and only one can be granted vacation time, the more senior employee will be given the requested vacation time.
4. In the event of sickness, which results in hospitalization or which is confirmed by a school – designated physician (physician's fee to be paid by the school district), disability or compensable injury or accident prior to an employee's vacation which interferes with the vacation then such vacation shall be rescheduled at a mutually agreeable time.

ARTICLE XXXV

HOLIDAYS

1. Mechanics and bus driver/mechanics will receive the following paid holidays:

Lincoln's or Washington's Birthday (as designated by the District)
 New Year's Day
 Martin Luther King's Day
 Good Friday
 Memorial Day
 July 4
 Labor Day
 Columbus Day or Veteran's Day (as designated by the District)
 Thanksgiving Day and the day after
 Day before Christmas Day
 Christmas Day
 Day before New Year's Day

Ten-month employees will receive Christmas Day as a paid Holiday. The provisions in sections 2, 3 and 4 shall also apply to ten-month employees.

2. If a holiday should fall on the employee's scheduled day off or when the employee is off, with pay, for any reason, he will receive pay for that holiday or he will receive another day off which is mutually agreeable to both parties. The employee shall determine whether he or she shall receive pay for the day off.
3. The holiday shall be paid for at the straight time hourly rate. In the event it becomes necessary for an employee to work on any of the specified holidays, the employee shall receive his or her holiday pay in addition to 1 1/2 times his or her daily pay rate. Any employee may, upon mutual agreement with both parties, substitute a holiday with any other day or days of equal working time in that week.

4. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE XXXVI

PERSONAL LEAVE

1. All employees will be allowed three (3) paid personal leave days per contract year to be used only for business and/or for a normal work day when school is closed for inclement weather or other emergencies or acts of God.
2. Special request (personal) shall be filed with the Superintendent of Schools at least 48 hours prior to time of absence except for allowance of absences for emergency reasons. Personal leave will not be granted prior to or following a day of vacation or holiday when the purpose of such leave is to extend that vacation. Personal days not used shall be converted to sick leave and added onto the employee's sick leave accumulations.

ARTICLE XXXVII

PRINTING AND DISTRIBUTION OF CONTRACT

1. Duplicate copies of this agreement shall be made at the expense of CSEA. A copy shall be provided to every member of the bargaining unit. New employees shall receive a copy of the agreement within two (2) weeks of employment.

ARTICLE XXXVIII

LEGISLATIVE APPROVAL

1. 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 XXXIX

PERSONNEL FILES

1. No material related to an employee's conduct, performance, character, or personality, which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. The employee who has derogatory material lodged against him shall have such material deleted from his personnel file when such material has been determined invalid by normal grievance procedures, Civil Court action or formal or informal hearings with District representatives.

2. An employee shall have the opportunity to review his personnel file in the presence of an appropriate District official upon five (5) day's notice and to place in such file a reasonable length response to anything contained therein which such employee deems to be adverse.
3. The Employer agrees that there shall not be more than one (1) personnel file on any employee covered by this agreement.

ARTICLE XXXX

COMPENSATION AND DISABILITY

1. All employees within the Unit shall be covered under the New York Workmen's Compensation Law.
2. The employer shall institute and participate in a Disability Insurance Program with benefits equal to those provided by the New York State Mandatory Disability Insurance Program. Employees shall be liable for payment of premiums for such insurance at a rate of one-half (1/2) of one percent (1%) of salary, not to exceed sixty cents (60¢) per week.
3. Upon submission of an itemized list to the business administrator, mechanics and bus driver/mechanics shall be issued a check for the purchase of work related clothing and shoes, not to exceed one hundred and fifty dollars (\$150.00). Once the clothing and/or shoes have been purchased, the employee shall submit a receipt to the school district. If the amount on the receipt is less than the check issued, the employee shall refund the difference to the District.

ARTICLE XXXXI


BUS INSPECTIONS

1. Drivers shall be paid not more than fifteen (15) minutes for pre-trip inspections and not more than five (5) minutes for post-trip inspections. Pre-trip and post-trip inspections are to be performed for every regular AM shift, every regular PM shift, every midday BOCES run, and for every trip where the bus has not been operated for more than thirty (30) minutes prior to the scheduled leave time, as well as where required by law or by school policy.

ARTICLE XXXXII
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

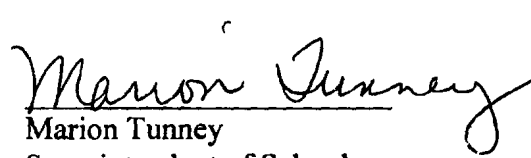
FOR THE UNION:



Jim Gardner
Unit President

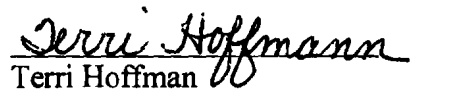
Date: 1-24-02

FOR THE DISTRICT:



Marion Tunney
Superintendent of Schools

Date: 1-28-02



Terri Hoffman
CSEA, Labor Relations Specialist

Date: 1/15/02