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**Contract Database Metadata Elements**

Title: **Baldwin Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 (School Bus Drivers Unit) (2001)**

Employer Name: **Baldwin Union Free School District**

Union: **Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000 (School Bus Drivers Unit)**

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SD/BUS

**4539\_06302004**

Baldwin Ufsd And Csea Local 865  
(Bus Drivers Unit)

**AGREEMENT**

between

**BALDWIN UNION FREE SCHOOL DISTRICT**

and

**CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO (SCHOOL BUS DRIVERS)**

**Baldwin, New York**

**July 1, 2001**

through

**June 30, 2004**

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Agreement by and between the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and its Baldwin School Bus Drivers Association (herein referred to as "Association") and Baldwin Union Free School District (herein referred to as "District") made this // day of February, 2002, effective July 1, 2001.

I. Recognition

The Association is hereby recognized as the sole and exclusive agent for less than full time school bus drivers in the direct employ of the Baldwin Public School District, excluding coaches, teachers, administrators, parents, extra curricular leaders and others who may drive students without being covered hereunder.

II. No Strike Clause

The Association agrees that it does not have and will not assert the right to strike against any government, including the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

III. Laws & Regulations

If a Federal or New York law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

IV Duties

Unit members have a duty to perform assigned duties to the satisfaction of their superiors..

V. Dues Deductions

A. The District agrees to deduct from the employees' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit monies therefore promptly to the Association. Upon the fulfillment of that obligation, the District shall be held harmless by the Association and the individual employees with respect to such remittance.

B. The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes to said list.

C. Dues shall be deducted in ten (10) checks following 30 days after the Association submission of its membership list but no sooner than November 1<sup>st</sup> of each year of this contract. Bus drivers employed after April 1<sup>st</sup> will have dues deduction made commencing with the fall semester.

VI. Salary (Salary Schedule attached)

Year 1: July 1, 2001 - June 30, 2002 - 3.75% + Increment

Year 2: July 1, 2002 - June 30, 2003 - 3.75% + Increment

Year 3: July 1, 2003 - June 30, 2004 - 3.75% + Increment

All covered employees will be paid on hourly basis the first year regardless of the number of hours worked.

If assigned to regularly work six hours per day for two consecutive years, a covered employee will be paid an annual salary for the second year and each year thereafter provided such regularly scheduled six hour day service is not broken. Each employee who is paid an annual salary will provide to the District extra time of one-half (½) hour per day or the weekly equivalent of two and one-half (2 ½) hour per week of extra time without overtime or extra time compensation. This additional time will not be scheduled.

VII. Longevity

After ten years of uninterrupted, full-time service an employee shall receive a longevity bonus of \$425. After 13 years of uninterrupted, full-time service a covered employee shall receive an additional \$275 bonus, for a total of \$700. After 16 years of uninterrupted service a covered employee will receive an additional \$200 bonus, for a total of \$900.

Effective July 1, 2003 the longevity bonuses as described above will be amended as follows:

After 10 years : \$450 total longevity

After 13 years : \$800 total longevity

After 16 years : \$1,100 total longevity

VIII. Sick and Personal Leave

After one complete uninterrupted year of six hour regularly scheduled duty as a bus driver, one day of paid sick leave will be provided for illness. One additional day of paid sick leave will be provided for each consecutive year of such service to a

maximum of six days per year. Sick leave days which are unused may be accumulated to a maximum of 65 days. Unit members who achieve perfect attendance during an entire school year shall receive additional compensation in the amount of \$150.00.

One day absence per school year for personal reasons may be granted by the Superintendent of Schools. All requests shall be submitted in writing at least five (5) school days in advance describing the reason for requesting personal business leave. Leave for personal business may be granted by the Superintendent in the exercise of his/her discretion. In the absence of special circumstances described by the employee and found acceptable by the Superintendent and/or his/her agent, such personal leave shall not be granted for days preceding or following a school holiday, vacation period, or other form of leave. If the personal leave day is not used, it will be added to the bus driver's cumulative sick leave bank for the following year.

IX. Doctor's Note

Required after three (3) consecutive days of personal illness.

X. Death in the Immediate Family

A maximum of three (3) paid bereavement days per occurrence for absence due to death in the immediate family may be granted when requested by the employee and approved by the Superintendent of Schools. Members of the immediate family include the employee's spouse, parents, children, siblings, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, mother-in-law, and father-in-law. Bereavement days are not cumulative.

XI. Fingerprinting

After six months of satisfactory service, the District will reimburse unit members for the cost of required fingerprinting for those employees who qualify for Civil Service approval.

XII. Health Insurance Coverage

A. July 1, 1994 - December 31, 1995: After two continuous years of regularly assigned six hours bus driver employment and until such continuous service is broken, the District will pay a maximum annual net of \$210 for individual health coverage for individual unit members or a maximum of \$460 for family health coverage provided that the State reimburses the District for such insurance at a 90% reimbursement rate and only if the employee does not have similar coverage through a spouse.

B. Effective 1/1/96: New employees who have 2 continuous years of regularly assigned 6 hour bus driver employment and until such continuous service is broken, will be eligible for health insurance if they are not covered by or eligible for coverage under the plan of a spouse. If eligible, new employees will contribute 15% toward the cost of health insurance.

Current employees who carry health insurance will pay an annual contribution as follows:

Individual Health Coverage: \$150

Family Health Coverage: \$275

XIII. Contract terminates June 30, 2004.



XIV. Life Insurance

The District shall provide all bargaining unit members with a life insurance policy providing for \$9,000.00 worth of life insurance coverage as per the District's existing policy.

XV. Dental Insurance

The District shall provide a dental plan for unit members for individual coverage with a maximum benefit of \$500 per year.

XVI. Grievance Procedure

A. Declaration of Policy

1. The purpose of this grievance procedure is to guarantee to employees covered by this agreement the right to resolve conflicts relating to this contract in such a fashion as to promote and maintain harmonious and cooperative relationships with administrators and the Board of Education.
2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. Resolution of a grievance at the earliest possible stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to relieve problems.
3. An employee shall have the right to present contract grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. The Unit President shall have the right to present grievances on behalf of the unit as a whole, or on behalf of individual grievants.

B. Procedural Steps

The primary purpose of the grievance procedure set forth below is to secure equitable resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

1. First Stage: The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his/her immediate supervisor within seven calendar days after the occurrence of the a alleged grievance. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

2. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon, the principal or administrator shall hold a hearing within seven calendar days at which the employee and his/her representative shall appear and present oral and/or written statements or arguments.

The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven calendar days of the

conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

3. Third Stage: The third stage shall consist of two parts, as follows:

a. The aggrieved shall request an informal hearing with the Superintendent of Schools within seven calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

b. If the grievant is not satisfied with the decision, he/she shall make a written request within seven calendar days of its issuance to the Superintendent of Schools for a hearing by a three-member panel who will render a decision on the grievance. One member is to be selected by the District, another by the Association, and the third to be mutually selected by the other two. The panel shall notify all parties involved of the time and place when the hearing will be held. Following the hearing, the panel shall prepare a written report, conclusions and advisory recommendations, which shall be submitted to the Superintendent who shall render his/her final determination within seven calendar days after receiving the panel's report. The Superintendent's decision and the written report, conclusions and advisory recommendations will be distributed to all parties involved.

4. Fourth Stage: If the grievance is still unresolved, the aggrieved

employee may, within seven calendar days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The review by the Board of Education shall be the final step in the grievance procedure. The within grievance procedure, following its exhaustion, does not exclude any remedy otherwise available to the parties by law and/or regulation. For purposes of pursuing such other legal remedies to which a statute of limitations applies by law or regulation, the parties agree that the final determination of the grievance by the Board of Education shall mark the start of time for the commencement of the cause of action or proceeding.

XVII. Legislative Authorization

Pursuant to Section 204-A of the New York State Civil Service Law ("Taylor Law") the following notice is included in this agreement:

"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".

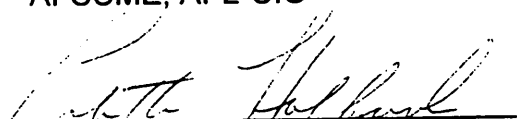
XVIII. Seniority

Bus runs will be picked based upon driver seniority.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 11<sup>th</sup>

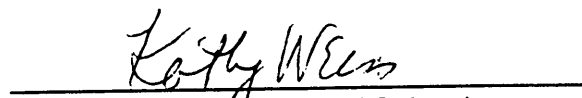
day of February, 2002

CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL 1000  
AFSCME, AFL-CIO

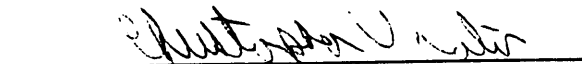
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
CSEA

BALDWIN UNION FREE SCHOOL  
DISTRICT

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

  
\_\_\_\_\_  
Deputy Superintendent

  
\_\_\_\_\_  
Christopher Venator, Esq.

**BALDWIN UNION FREE SCHOOL DISTRICT**

**BUS DRIVER SALARY SCHEDULE 7/1/01 - 6/30/04**

	2001-2002		2002-2003		2003-2004	
Step 1	\$ 14,352	11.96	\$ 14,890	12.41	\$ 15,449	12.87
Step 2	\$ 14,592	12.16	\$ 15,139	12.62	\$ 15,707	13.09
Step 3	\$ 14,820	12.35	\$ 15,376	12.81	\$ 15,952	13.29
Step 4	\$ 15,048	12.54	\$ 15,612	13.01	\$ 16,198	13.50
Step 5	\$ 15,348	12.79	\$ 15,924	13.27	\$ 16,521	13.77
Step 6	\$ 15,648	13.04	\$ 16,235	13.53	\$ 16,844	14.04
Step 7	\$ 15,888	13.24	\$ 16,484	13.74	\$ 17,102	14.25
Step 8	\$ 16,272	13.56	\$ 16,882	14.07	\$ 17,515	14.60