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Union: **York Central School Bus Driver Association**

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8905_06302004

York Central School Bd Of Education
And The York Central School Bus
Drivers Assn

SD / BUS

CONTRACTUAL AGREEMENT

BETWEEN THE

YORK CENTRAL SCHOOL BOARD OF EDUCATION

AND THE

YORK CENTRAL SCHOOL BUS DRIVERS ASSOCIATION

FOR

JULY 1, 2002 THROUGH JUNE 30, 2004

RECEIVED

SEP 12 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

13

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RESOLUTION

WHEREAS, the Board of Education of the York Central School District has, pursuant to the provisions of New York State's Taylor Law, previously recognized the York Central School Non-Instructional Personnel Association as the exclusive bargaining representative of certain non-instructional personnel employed by the District including full and part-time bus drivers.

WHEREAS, the York Central School Non-Instructional Personnel Association has requested that the District's Board of Education sever all full and part-time bus drivers employed by the District from its bargaining unit and place these employees in a separate new bargaining unit.

WHEREAS, representatives of the District's bus drivers have requested that the District create a new separate bargaining unit for all full and part-time bus drivers employed by the District, with their terms and conditions of employment being subject to the applicable provisions of the recently negotiated 1999-2002 collective bargaining agreement between the District and the York Central School Non-Instructional Personnel Association.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the York Central School District hereby severs all full and part-time bus drivers employed by the District from the York Central School Non-Instructional Personnel Association bargaining unit and places them in a separate new bargaining unit.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Education of the York Central School District hereby recognizes the York Central Bus Drivers' Association as the exclusive bargaining representative of all full and part-time bus drivers employed by the District and acknowledges that the terms and conditions of employment of members of this bargaining unit shall be subject to the applicable provisions of the recently negotiated 1999-2002 collective bargaining agreement between the District and York Central School Non-Instructional Personnel Association, and a new collective bargaining agreement reflecting such shall be created.

Adopted by Board June 14, 1999

PREAMBLE

This Agreement entered into this 1st day of July, 2002 by and between the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the "Board", and the York Central School Bus Driver Association hereinafter called the "Association".

WITNESSED

WHEREAS, It is agreed by and between the parties that any provision of this Agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate Legislative body has given approval.

WHEREAS, The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its bus driver personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understanding which their desire to confirm in this Agreement.

In consideration of the following:

Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law or ruling of the courts or the Commissioner of Education said provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in full force and effect. Should a provision be found contrary to law, it will be subject to immediate renegotiations.

ARTICLE 1.0

SECTION 1.01 RECOGNITION

The Board, having determined that the Association is supported by a majority of the bus drivers in a unit composed of full and part-time bus drivers (the business manager, the assistant to the business manager; the clerical staff; the school lunch manager; the head bus mechanic/assigned supervisor; the head custodian; the assistant head custodian; and the maintenance person are to be excluded from this unit), hereby recognizes the York Central School Bus Drivers Association as the exclusive negotiating agent for the bus drivers in such unit.

ARTICLE 2.0

SECTION 2.01 TRANSPORTATION DEPARTMENT

2.01.1 Bus Driver Rates: Entry Level rates will be the same as the experienced substitute driving rate. Bus driver rates in effect for the school year 2002-03 and 2003 - 04:

	<u>2002-03</u>	<u>2003-04</u>
Step 1 - Entry level	\$15.56 hr	\$16.02 hr
Step 2 – 2 nd year of service	16.91 hr	17.41 hr
Step 3 – 3 rd year of service	18.27 hr	18.81 hr

2.01.2 Regular driving (morning and afternoon instructional bus runs and BOCES runs):

The Transportation Supervisor shall exercise his/her discretion in formulation of pupil routing and stops. Reassignments of drivers in the best interest of the school district will be made if extenuating circumstances warrant. Such assignment changes will be made by the Transportation supervisor and Superintendent.

2.01.3 "Day Trips" are ones that leave between 7:00 am and 2:15 p.m. and include overnight trips, and for the noon BOCES run. These trips shall be assigned at the discretion of the Transportation Supervisor, not the trip board or by seniority.

2.01.4 Extra driving shall be assigned by the Transportation Supervisor based upon a rotation system. An extra trip board (posted at the bus garage for employees) shall provide for each driver to place his/her name on the board by seniority for extra driving. Each driver will be assigned a number, starting with the number one (1). Each Friday all board trips for

the following week will be numbered. then each driver will be assigned the trip which corresponds with his/her number. Any slips received through the following Thursday will be assigned the next unused number. Any driver may trade with any other driver. If a driver passes after he/she has been assigned a number, that trip will go to the next unassigned driver. Declinations of trips are "charged" trips but not paid. Drivers may pull their names from the list but are ineligible to go back on the list until the beginning of next semester.

If a trip comes down after Friday, a driver must have 48 hours or driver can pass without losing his/her turn. The driver that takes the trip is passed.

- 2.01.5 Bus drivers will keep any trip that they have had previously which involves transporting students and equipment. Such as ski, band, football when needed, and OM equipment. OM includes only what can be put on the bus not transporting students. Also, it does not include the state or world competitions.

These trips will be paid at the driving rate.

Any new trips which do not involve the busing of students will be, if given to the drivers, paid at the garage labor rate.

- 2.01.6 Hours on extra driving: all trips will be paid at the normal hourly rate for the number of hours actually accumulated except trips to nearby destinations when pupils are left and picked up at a later time. When this occurs before 4:00 p.m., Monday through Friday, the driver will be paid 1(one) hour for leaving them and/or 1(one) hour for picking them up. A minimum of 2 hours. After 4:00 p.m. and on weekends and holidays, the driver shall be paid 2(two) hours for leaving them and/or 2(two) hours for picking them up. A minimum of 4(four) hours. If waiting time occurs, the driver must put in the actual 2 or 4 hours before additional hours can be added.

2.01.7	Substitute drivers:	<u>2002-03</u>	<u>2003-04</u>
	Entry Level	\$ 13.15	\$ 13.54
	Experienced	\$ 15.56	\$ 16.02
2.01.8	Extra Driving	\$ 13.45	\$ 13.85
2.01.9	Bus Garage Laborers	\$ 8.77	\$ 9.03
	Bus Monitors	\$ 8.75	\$ 9.01
	Substitute Monitors	\$ 6.57	\$ 6.76

2.01.10 On overnight trips drivers will be paid 12 (twelve) hours per day. They will receive extra driving rate for actual hours of driving and labor rate for the non-driving time up to a maximum of 12 hours per day. On trips where there is a full day of layover time the driver will be paid for 10 (ten) hours at the labor rate for that day. Driver will receive \$25.00 per day for meals before leaving on the trip.

2.01.11 Each member of the Transportation Department who attends the BOCES in-service training program is to receive \$15.00 per session attended, up to a maximum of 10 sessions, such payment to be in addition to but not as a part of, the regular salary.

2.01.12 Number of work (school) days: All ten (10) month employees of the Transportation Department covered by this contract shall perform their services during the days school is in session as per the school calendar adopted by the Board of Education.

2.01.13 Drug Testing

As required by law, all transportation department employees are subject to random drug and alcohol testing. Refer to Board Policy No. 4022.

1. Employees scheduled for random drug and alcohol testing during regular work hours shall be compensated at their regular hourly rate. Employees scheduled during non-working hours will be compensated at the labor rate.
2. Employees failing his/her initial drug test will be responsible for the cost of retesting and will not be compensated for time to be retested.

2.01.14 If a bus route is eliminated the person with the least seniority will be laid off. That route will be then put up for bid. Seniority shall prevail and normal bidding procedure will take place.

If at the same time a new route is established, it will also be put up for bid. Seniority rights will prevail and normal bidding procedure will take place.

ARTICLE 3.0

SECTION 3.01 LONGEVITY

- 3.01.1 Longevity will be paid to employees hired prior to 7/1/99 at a rate of \$50.00 per year after the fifth year of service. The maximum amount of Longevity an employee may receive is \$1,000.00. Employees presently receiving more than \$1,000.00 will continue to receive that amount. Longevity will be paid as a lump sum in the first special payroll of the fiscal year (Payroll A). Employees hired after 7/1/99 will no longer be eligible for longevity.

ARTICLE 4.0

SECTION 4.01 EXPERIENCE

- 4.01.1 Experience for pay purposes is determined as follows:
1. Regular employees - all regular employees shall be brought up to the experience wage level over a two year period of service. A regular employee's service time shall commence at the day of appointment by the Board of Education. After one full year of service, the employee shall receive one-half of the difference between the experience rate of pay and the entry rate of pay of his/her department, plus any negotiated increases. After two full years of service, the employee will be placed at the experience rate of pay in his/her department.
 2. Entry level experience is negotiable. An employee shall be granted service experience for service time as a long term substitute for maternity, worker compensation cases, etc. Experience credit may be granted for routine day to day substitutes.

ARTICLE 5.0

SECTION 5.01 EXTRA AND OVERTIME RATES

- 5.01.1 Days absent from work shall not count as workdays in computing overtime.
- 5.01.2 Any regular ten (10) month employee required to work in excess of 180 days in his/her regular position shall be compensated at his/her contract rate provided no other rate applies.

ARTICLE 6.0

SECTION 6.01 PAY DATES

6.01.1 Pay dates shall be on a bi-weekly basis, every other Thursday.

ARTICLE 7.0

SECTION 7.01 SICK AND PERSONAL DAYS

7.01.1 All twelve (12) month employees shall be entitled to twelve (12) sick days per year; ten (10) month employees shall be entitled to ten (10) sick days per year; both accumulative to 220 days. Beside personal illness this leave may be used for serious illness or death in the immediate family. In the event of illness or death, the immediate family may be defined as parents, spouse, brother, sister, children and dependents who reside in the immediate family. In case of death, the immediate family shall include the following additions: aunt, uncle, grandparents and corresponding in-laws.

Upon the Superintendent's request all employees will provide medical verification and/or documentation when absent from work for a period of three consecutive days. Employee will not be allowed back to work until a medical note is received.

7.01.2 Personal Days:
Three (3) personal days per year are granted which are accumulative to four (4) days. Personal days which, when accumulated would exceed the four permitted, shall be considered as sick days and be allowed to accumulate as such to the allowable maximum of 220 days. All personal days must have the prior approval of the department head. Personal days may be used before or after a scheduled vacation with a four (4) week notice to the supervisor. No more than two (2) people may take a personal day on the same day.

7.01.3 Beginning with the 1993-94 school year, all sick and personal days will be recorded in hours, instead of days, based on the number of hours worked per day. Example - an employee's normal work day is 4 hours per day and is entitled to 10 sick days and 3 personal days. The time recorded and noted on the employee's paycheck would be 40 hours of sick time and 12 hours of personal time for the year. Time would continue to accumulate as currently allowed in the contract.

7.01.4 Payment for unused sick days: An employee with 20 years of service to the district shall have the salary of their last year with the district increased by an amount equal to the number of unused sick days, up to 220 multiplied by the specified rate. Notification requirements for cash payment of unused sick days are as follows:

1. Employees wishing to retire after January 31st shall notify the District, in writing, by April 1st of the school year preceding the school year of retirement.

OR

2. Employees wishing to retire at the end of the school year, June 30th, shall notify the District, in writing, by March 1st of that school year.

Payment per day is as stated in this section. Failure to meet the notification requirements will cancel the cash benefit.

OR

Upon leaving the district with 20 or more years of service, the employee shall receive the specified rate per day for unused sick days, up to 220 days, such amount to be credited toward the purchase of participation in the district's health insurance program, until such amount is exhausted.

Rates:

Over 20 hours per week	\$20.00 per day
20 hours or less per Week	\$15.00 per day

Sick days earned in excess of the maximum 220 days will be paid at the employees daily rate as noted above, at the end of the school year.

ARTICLE 8.0

SECTION 8.01 DEDUCTIONS

- 8.01.1 If a ten (10) month employee is absent from work without proper authority, a deduction of 1/185 of his/her annual salary shall be made for each day of unauthorized absence.

ARTICLE 9.0

SECTION 9.01 INSURANCE

- 9.01.1 The District shall provide the following healthcare plans: Genesee Area Healthcare Plan with prescription rider, Blue Cross Blue Shield with prescription Rider, Blue Choice OR Blue Point with prescription rider. Once an employee has enrolled in Blue Point should they decide to change their enrollment, they will be require to pay 100% of the difference between the cost of Blue Point and the cost of the plan they wish to enroll in. The District will provide the Dental Plan II through the Genesee Area Healthcare or Smile Saver IV through Blue Cross Blue Shield. Enrollment into the selected plan will be according to the specified plan's and district's guidelines.

- 9.01.2 Employees hired prior to July 1, 1984 shall pay \$142.74 per year for family plan and \$44.10 per year for single plan. The District will pay the balance of the family/individual plan premium.
- 9.01.3 Cost sharing of health insurance for all new hires after July 1, 1984 and for participation in the Genesee Area Healthcare Dental Plan II shall be as follows:
- Drivers and Monitors:
- | | | |
|---------------------------|--------------|--------------|
| Over 20 hours per week | 60% District | 40% Employee |
| 20 hours or less per week | 40% District | 60% Employee |
- 9.01.4 Employees hired after 7/1/93 will be eligible to enroll in the Blue Point program through Blue Cross and Blue Shield of Rochester after 5 full calendar years of service. Coverage will be for the employee only at the rates specified in Section 9.01.3.
- 9.01.5 An employee hired prior to 7/1/93, who is at least 55 years of age, retires after twenty-five (25) consecutive calendar years of employment, the District will pay for the employee's health insurance coverage only on a pro-rated basis of 75% District / 25% Employee for the balance of the employee's life.

ARTICLE 10.0

SECTION 10.01 ON THE JOB ACCIDENTS

- 10.01.1 In the event of an on the job accident, the employee will suffer no loss in pay for the day of the accident.
- 10.01.2 Nor shall his/her sick time be decreased for such a day.

ARTICLE 11.0

SECTION 11.01 SICK LEAVE SPECIAL COVERAGE

- 11.01.1 The Board agrees the accumulated sick leave for unit members shall be extended up to twenty (20) working days when absence from work is caused by a major illness or accident.
- 11.01.2 This special coverage shall be applicable in the event of more than one major illness or accident in one working year.
- 11.01.3 In the counting of the extra twenty (20) days, days (holidays, school closing, etc.) when an employee is not required to be on duty shall not be included in such count.

- 11.01.4 It is to be understood that for ten (10) month employees, this special twenty (20) day coverage shall not be extended beyond the normal working year.
- 11.01.5 It is also understood that all compensation insurance provisions shall be applicable in job connected absences.
- 11.01.6 Eligibility for this coverage shall be determined by the Superintendent, Association President and Business Manager.

ARTICLE 12.0

SECTION 12.01 COMPLAINTS

- 12.01.1 Complaints against York Central School personnel shall be presented to them through their department heads and the original complaint shall be in writing in so far as possible and shall name the complaint. Should the complaint result in a grievance, the employee should utilize the regular grievance procedure.

ARTICLE 13.0

SECTION 13.01 WORKSHOP EXPENSES

- 13.01.1 The Board shall pay travel and meal expenses for approved workshop days.

ARTICLE 14.0

SECTION 14.0 SENIORITY RIGHTS

- 14.01.1 Seniority rights are to prevail for job security. Seniority is based upon years of service within a particular department. If any job or bus route is eliminated, the person with least seniority, and with same job title, will be laid off. Seniority shall start from date and time of employment. Regular jobs shall be defined as follows:
- Two (2) or more regular morning or afternoon runs for the school year
- Exclusions Part-time work, summer work, extra driving and substitutes
- 14.01.2 No one shall be considered for someone else's position unless there is an opening. Simple seniority shall prevail provided the employee meets the condition of being a regular employee. Involuntary interruption of service shall not penalize rights. Voluntary interruption of service shall void accumulated seniority and new seniority service dates shall be instituted upon return of the employee.

- 14.01.3 When a bus route is eliminated and/or combined and the students who are left from the eliminated and/or combined route are placed on one or more routes, those routes will be posted for bid and seniority shall prevail.

ARTICLE 15.0

SECTION 15.01 JOB BIDDING

- 15.01.1 Any regular job or opening shall be posted for three (3) working days or at the bus driver training session prior to the opening of school and shall be awarded according to seniority and qualifications, such qualifications to be judged and determined by the management of the District.
- 15.01.2 All vacancies in the departments will be filled with the best qualified candidate, whenever possible a District resident, such qualifications to be judged and determined by the management of the District. All applicants bidding on a vacant position will be notified within two business days of the completion of the bidding process as to which individual will be awarded the position. The awarding of the position is contingent upon official approval of the Board of Education.

ARTICLE 16.0

SECTION 16.01 NEGOTIATION PROCEDURES

- 16.01.1 It is contemplated that terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties, any change of contractual conditions made during the period of this contract will be developed as a result of the grievance procedure.
- 16.01.2 No later than February 1 of each year the parties will enter into good faith negotiations over a successor agreement covering the following year.
- 16.01.3 Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE 17.0

SECTION 17.01 GRIEVANCE PROCEDURE

17.01.1 Definition:

1. A "grievance" shall be defined as a claimed violation, misinterpretation, or misapplication of any provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.

17.01.2 Purpose:

The purpose of the grievance procedure is to secure equitable solutions to problems which arise between staff, department heads, administration, Board of Education and District.

17.01.3 Procedure:

All employees who have problems concerning their job or its activities shall refer them to their immediate superior for any initial action of adjustments. If the problem cannot be resolved, the alleged grievance should be discussed at the Grievance Committee. If the Committee deems the grievance meritorious, the grievance should be processed as follows:

Level 1

The aggrieved party shall within ten (10) days school business of when he/she knew or should have know of an alleged violation of the Agreement, orally present his/ her grievance to his/her immediate supervisor who in turn shall in turn render his/her decision or take appropriate action with three (3) school days. If the grievance is still not resolved, the aggrieved party should proceed to Level 2.

Level 2

The aggrieved party shall present a written grievance report to the superintendent within ten (10) days school business of orally presenting his/her grievance pursuant to Level 1. The Superintendent shall in turn have seven (7) school business days to render his/her decision or take appropriate action. The superintendent shall also furnish a written report of his/her action or disposition of the case. If the grievance is still not resolved at Level 2, the aggrieved party should proceed to level 3.

Level 3

If the grievance is not settled at Level 1 or Level 2 a written request from the grievance shall be made to the superintendent requesting that the grievance be heard by the Board of Education. The grievance shall be presented to the Board of Education for their consideration no earlier than two weeks from the date of the request or at the next regular meeting of the Board of Education. A written summary of the Board's action shall be given to the aggrieved party within ten (10) school business days of consideration by the Board.

17.01.3
(con't)

Level 4

If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) school business days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school business days of the decision at level Three.

1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
2. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which will violate the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute as to which is the losing party, the arbitrator will request to resolve the matter.

17.01.4 The Grievance Committee shall consist of one member from the Association and the Association President.

17.01.5 If the grievance is approved and involves wages, the full wages shall be retroactive from the date of Level 1.

ARTICLE 18.0

SECTION 18.01 FAMILY MEDICAL LEAVE ACT

18.01.1 All leave and benefit provisions of this contract will be counted toward leave and benefit provisions of the Family Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied to eligible employees if contractual leave and benefits provide less than FMLA.

ARTICLE 19.0

SECTION 19.01 STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

19.01.1 The following actions and protections shall be provided for the employee by the Administration and Board:

Assault, threat of physical harm, or other violence including property damage, abusive language or abusive actions: student will be sent to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration, but are not limited to the following:

1. Suspension (immediate or delayed)
2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present.

The following specific protection shall be provided the Administration and the Board:

Right to expect and will receive complete cooperation from the faculty and staff.

ARTICLE 20.0

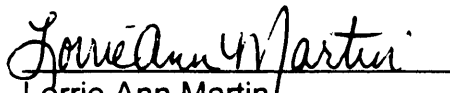
SECTION 20.01 DURATION OF AGREEMENT

20.01.1 This contract shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2004.

ASSOCIATION




Carol Carlin

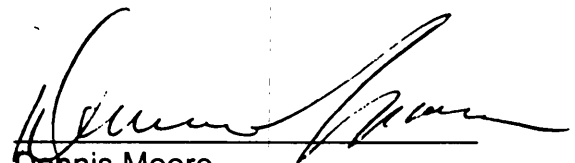


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BOARD OF EDUCATION



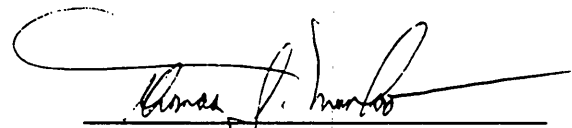
Michael Beach



Dennis Moore



Mauro Montemarano



Thomas J. Manko



Howard Forsythe