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Contract Database Metadata Elements

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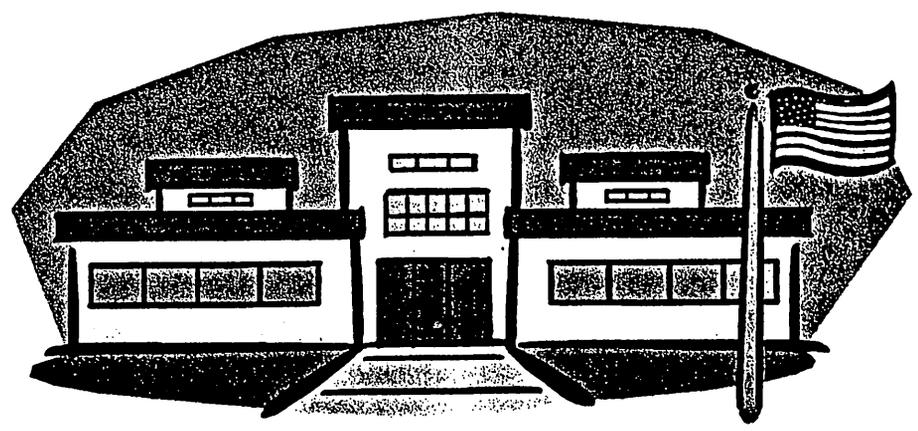
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Keshequa Central School District And
Keshequa Central School Bus Drivers

AGREEMENT BY AND BETWEEN



KESHEQUA CENTRAL SCHOOL
and



THE KESHEQUA CENTRAL SCHOOL
BUS DRIVER'S ASSOCIATION

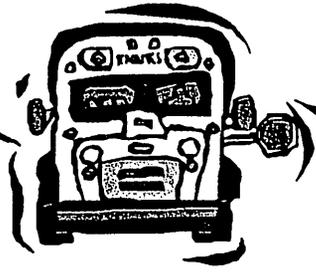
JULY 1, 2002 - JUNE 30, 2004

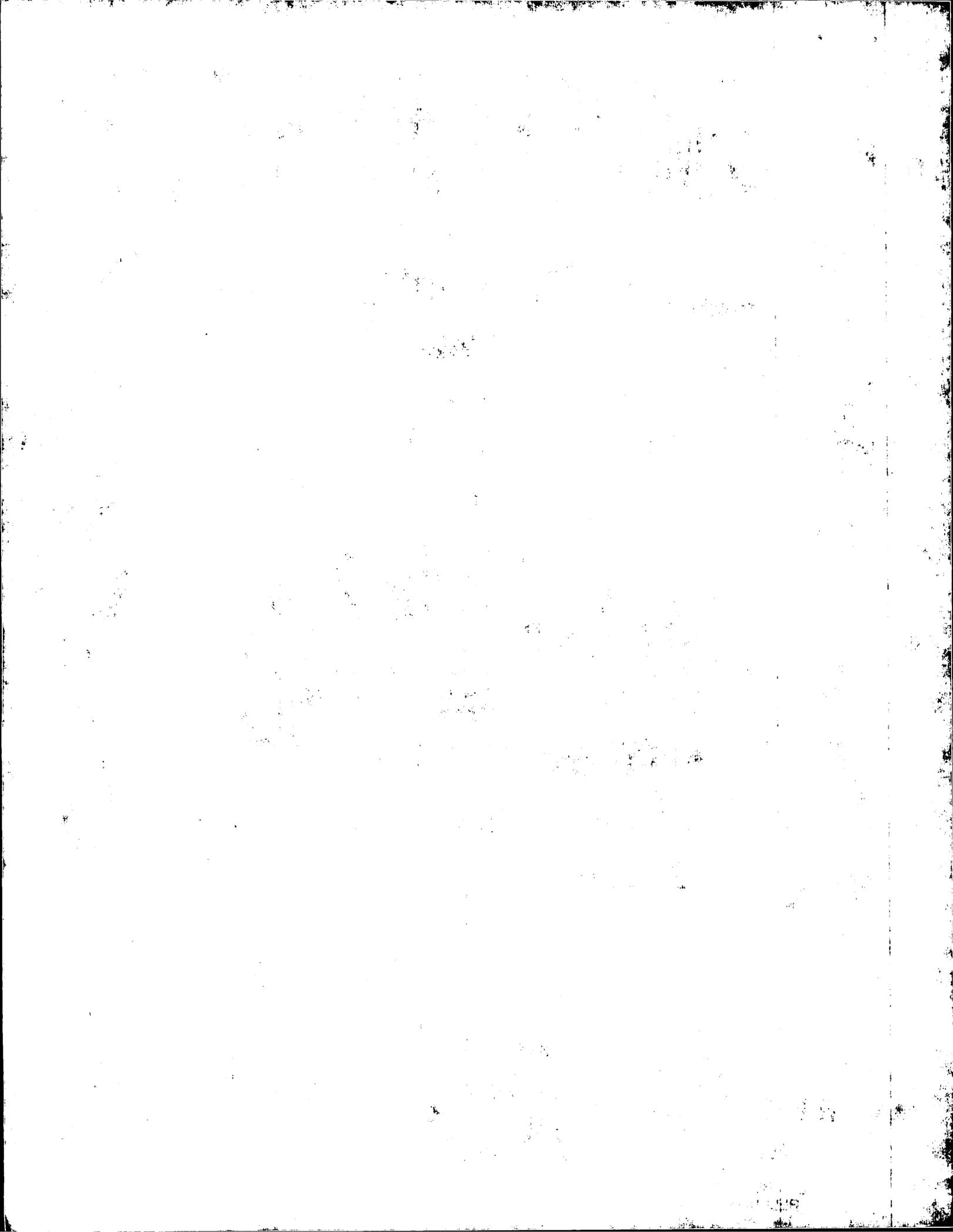


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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD





Agreement between KCSBDA and KCSBOE 2002 to 2004

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A substitute driver will be paid regular driver Step I rate. A retired regular driver with at least 10 consecutive years as a regular driver with Keshequa Central School and continues as a substitute with no lapse in time between the two, will be paid regular driver Step III rate.

Seniority

Seniority is based on the date the Board approved your position as a regular driver. If more than one driver was approved at the same time, then time as a substitute will be included. However, there shall not be any lapse in time from substitute driver to regular driver.

Driver Assignments

Departure time for routes

The transportation supervisor will establish punch in time for all routes, morning and afternoon. Sufficient time will be allowed for pre trip inspection of the bus and necessary equipment.

Regular route

A regular route is a route which is made each day transporting students from home to school and back home. A regular route may also be a route transporting students from home school to another school such as BOCES. A regular route may be a route transporting students from their home to another school without starting at the home school such as special needs.

Regular routes will be assigned using the seniority process.

A regular route will not be taken from the assigned driver unless the Board abolishes the route or the driver gives up the route.

When a regular route is abolished, the affected driver may assume the route of the regular driver with the least seniority. The displaced driver would return to substitute status until the next regular route becomes available. The driver of the abolished route will be able to bid on the next regular route. If the driver does not want that route, then that driver will remain on the route bumped to for the remainder of the year.

When a regular route is opened, the process of seniority will extend for no more than 15 days after the route is posted as open. Once a driver has selected a new route, that driver must remain on that route for the remainder of the school year.

When a new route is established, the process of seniority will apply unless the affected driver is involved in one of the previous mentioned processes.

A recommendation for the resulting vacant route will be made at the next regular Board of Education meeting. When the driver is approved, a contract will be dated at the time of approval and prorated to the end of the school year.

Special needs routes

Special Needs Routes are routes that require special training and equipment to transport special needs students. Any driver driving special needs routes must have this training .

Drivers for special needs routes will be assigned by the transportation supervisor. Seniority does not not apply to this assignment.

Temporary Routes

Temporary routes are routes that occur during the school year and may or may not last the school year. These are assigned by seniority providing it does not interfere with the regular route assigned. If it cannot be filled by a regular driver then the supervisor may assign a substitute driver.

Chaperone

A chaperone is a responsible person needed to supervise students on miscellaneous trips. There will be at least one chaperone assigned to each bus on miscellaneous trips. At no time will it be assumed the bus driver will act as a chaperone.

Miscellaneous trips

Miscellaneous trips will include but not be limited to sports events, approved class field trips, over night, etc.

Regular drivers will take miscellaneous trips. If regular drivers are not available, then a substitute driver may be used.

In a case where a regular driver takes a miscellaneous trip at the time of a scheduled regular route, that driver will receive compensation at the regular route rate for the route missed.

There will be at least one chaperone assigned for each bus. At no time will it be assumed the driver will act as a chaperone on any miscellaneous trip.

Should a driver feel that passengers are creating a disturbance which distracts the driver or may create a safety issue or if driving conditions are such that they will endanger passenger safety, the driver shall stop the bus in a safe location. The matter will be discussed with the chaperone and the matter resolved before the trip is resumed.

Miscellaneous trip pay

Drivers on a miscellaneous trip will be paid miscellaneous trip pay. However, if a regular driver gives up their regular route to take a miscellaneous trip the driver will be paid as follows: If the trip hours exceed the regular route hours, the regular route hours will be deducted from the trip hours. The driver will be paid regular pay for the regular route hours and trip pay for the remaining hours.

Meal compensation

Compensation will occur when the times are between 7:00 am and 8:00 am. 12:00pm to 1:00pm. 6:00pm to 7:00pm. In the event the trip is over night, the driver(s) will be paid for 3 meals per day. If any other expenses are involved, motel/hotel,tolls,fuel,etc., they will be paid for by the activity or school whatever is applicable. Any driver on and overnight trip will by paid 8 full hours per day for the duration of the trip.

A driver on any miscellaneous trip that runs between 1:00pm and 6:00pm for at least 4 consecutive hours will be paid one meal compensation.

30 hour Basic course (increased from 20 hours)

Basic course is the course required for any driver to be a school bus driver. This is a 30 hour course. This mandatory course must be completed within the first year of employment.

Mandatory training

Mandatory training will include all necessary courses and training required to maintain school bus driver status, such as basic and refresher courses. The district will compensate the driver as indicated in wages and compensations.

Superintendent's In-service or conference day

Superintendent's day training or attendance as required. Drivers will be paid their hourly rate for time attended.

Sick Days

Regular drivers will have twelve (12) days per year cumulative to one hundred and seventy (170) days. Sick days may be used for personal or family illness.

Personal business

A regular driver will have two (2) personal business days per year. Personal business days may accumulate to four (4) days. Unused personal business days will be added to sick days.

No regular driver may take unpaid time off without approval of the Transportation Supervisor and the Superintendent of Schools.

Bereavement

A regular driver will receive five (5) days per year for immediate family death. These days are not cumulative nor deducted from sick time.

Immediate family

Immediate family will consist of children, grandchildren, spouse, brother, sister, parents, grandparents, parents of spouse. Additional bereavement days may be granted by the superintendent upon request.

Emergency day

Emergency day as defined by school law: an emergency compromises a situation, including but not limited to a disaster, that requires immediate action, occurs unpredictably, and poses a threat of injury or loss of life to

students or school personnel or of severe damage to school property.
(NYCRR sec. 155.17 (a)(4)).

Minimum days

Minimum number of days in the school year is determined by the Superintendent and the Board of Education. Snow days will be inclusive in the number of days. The minimum number of days will be one hundred and eighty-four (184) days.

Minimum pay

Minimum pay is a driver's average days pay excluding late runs.

Arrest

Any driver who receives a summons for assault, endangerment, misuse of alcohol and or drugs, or other such violations, will notify the Superintendent and/or the Transportation Supervisor within 72 hours of the arrest. Regular drivers will be suspended with pay pending court action on charges. Failure to notify the above will result in permanent termination of employment.

Time cards

Each driver will be responsible for their time card. You must punch in and out yourself and sign it at the end of the week. Violators will be subject to dismissal.

Wages and compensations

Regular drivers- when a regular driver is requested to drive and reports, that driver will receive a minimum of 1 hour pay at the pay rate for the type of route to be driven.

Substitute drivers- when a substitute driver is requested to drive and reports, that driver will receive a minimum of 1 hour pay at the pay rate for the type of route to be driven.

Hourly rates	2002-2003	2003-2004
Step I	\$14.61	\$15.05
Step II	\$15.73	\$16.20
Step III	\$17.51	\$18.04
Meal compensation	\$6.00	\$6.00

Training

Superintendent's days regular step rate for the hours in training.

Mandatory training \$9.50/hr \$9.75/hr
Basic course only after being appointed to regular driver

Emergency days

When a regular driver is requested to drive and reports, the driver will receive a minimum of one hour of pay at their regular rate of pay. Any emergency closing condition that lengthens the school year and with advanced notice to the driver, the driver will not be paid for these days. (for snow days refer to minimum days)

 Agreement between KCSBDA and KCSBOE 2002 to 2004

When a substitute driver is requested to drive and reports, the driver will receive a minimum of one hour of pay at their regular rate of pay. Any emergency closing condition that lengthens the school year and with advanced notice to the driver, the driver will not be paid for these days.

Miscellaneous trips

All drivers	\$9.50	\$9.75
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Sick days regular drivers receive minimum pay for time used.

Personal business days regular drivers receive minimum pay for time used.

Bereavement days regular drivers receive minimum pay for time used.

Drug and alcohol testing will be paid for by the district by utilizing a mobile testing service. Should a mobile testing service not be available, then the district will provide transportation and compensation for the driver to be tested at a location outside the district.

Hepatitis B vaccine will be offered to bus drivers. If refused, the driver must sign a declination notice.

Medical coverage

Blue shield and Blue cross: If a regular bus driver works 6 hours a day or more, that driver will be entitled to 75% premium payment.

A regular driver may purchase dental and or vision insurance at their expense.

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985(COBRA), employees and their dependents are eligible to continue their insurance coverage for up to 18 months when termination of their insurance is due to reduction in their hours worked, or upon termination of their employment.

Dependents of employees are eligible to continue their insurance for up to 36 months upon the occurrence of one of the following events:

A- Death of the covered employee or

B- Divorce or legal separation from the covered employee or

C-An employee becomes eligible for Medicare and ceases to participate in the Employer-sponsored plan or the dependents of a covered employee reach the maximum age of dependents coverage.

Those who are eligible to continue coverage have up to 60 days to complete the Continuation Coverage Election Form. They must pay full cost of their premium plus administrative costs incurred by the District.

In Lieu of Coverage

A regular bus driver not choosing health insurance will be entitled to a lump sum payment. This payment will be based on the same appropriate percentage the District will pay for medical insurance. The payment amounts that will be prorated are \$980.00 for family plan, \$890.00 for 2 person plan, \$455.00 for single plan. This declination of coverage must be made by July 1st. each year and will be payable in the first pay period in December in a separate check.

Unused Sick Days at Retirement

A regular driver who has reached the minimum years of service as specified below and has accumulated sick days shall be eligible for payment of a sum as indicated below at retirement:

A- option these funds may be used annually to pay the cost of medical insurance plan in effect for the Keshequa Central School Staff. When the funds are exhausted, the retired driver may pay the balance and continue in

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the medical insurance plan in existence. Should the driver's death precede the depletion of the funds, the remaining funds for accumulated sick days may be used by the spouse for medical insurance purposes. or

B-The retiring driver will receive an adjustment in the final year's salary of a sum equal to the number of unused sick days times the percentage of daily wages as indicated below:

Years of service	Amount per unused sick days
10 to 14 yr. 11 mo	30%daily wages
15 to 19yr 11 mo	50%daily wages
20 yr. plus	65%daily wages

To receive this benefit, the driver must notify the Board of Education in writing 60 days prior to commencement of retirement.

 Agreement between KCSBDA and KCSBOE 2002 to 2004

This is the entire agreement resulting from negotiations between the Association and the Board. This agreement shall continue in effect through June 30, 2004.

A copy of this agreement shall be posted at the Department of Transportation Bus Garage.

This agreement shall be signed by the Association spokesperson, with a ratification endorsement of the Association President and the Board.

By signing below, we agree and acknowledge the items outlined in this agreement.



Superintendent of Schools



Association spokesperson



Association president

Representatives for the Board
Neil Rochelle
Brian O'Connor

Representatives for the Association
Salvatore NiCastro
Jacqueline Vogt