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Contract Database Metadata Elements

Title: **Medina Central School District and Medina Central School Transportation Association (2003)**

Employer Name: **Medina Central School District**

Union: **Medina Central School Transportation Association**

Local:

Effective Date: **07/01/03**

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

PERB ID Number: **5589**

Unit Size: **32**

Number of Pages: **24**

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PAYROLL

AGREEMENT

By and between the

Medina Central
School District

RECEIVED and the

DEC 14 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Medina Central School
Transportation Association

July 1, 2003 – June 30, 2006

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**MEDINA CENTRAL SCHOOL DISTRICT
TRANSPORTATION ASSOCIATION AGREEMENT**

7/1/03 – 6/30/06

**ARTICLE I
RECOGNITION**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), the Board Of Education of Medina Central School District recognizes the Medina Central School Transportation Association except the supervisor immediately in charge and secretarial staff, as the exclusive negotiating agent for transportation personnel.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS ____ DAY OF _____, 2003, BY AND BETWEEN THE BOARD AND THE ASSOCIATION.

**ARTICLE II
GRIEVANCE PROCEDURES**

A. Definitions - As used herein, the following terms shall have the following meanings:

1. "District" shall mean Medina Central School District.
2. "Board" shall mean the Board of Education of the district.
3. "Supervisor" shall mean the supervisor in charge.
4. "Chief School Administrator" shall mean Superintendent of Schools or his/her designee.
5. "Transportation employee" or "Transportation employees" shall mean any or all personnel directly employed and compensated by the Board and/or District in the transportation program, with the exception of the supervisor in charge and secretarial staff.
6. "Full-time employee" means a 12-month employee who works 40 hours per week done in eight hours per day, 5 days per week.
7. "Substitute drivers" shall be defined as an "on call" substitute called into work.
8. "Grievance" shall mean any alleged violation, misapplication or misinterpretation of this agreement.

9. "Time Limits Waiver" - The time limits set shall not include Saturdays, Sundays, or holidays and the time limits may be waived as agreed to by the parties of the problem is of such a nature it cannot reasonably be answered or submitted within the said time limits.

B. Basic Standards and Principles - Every transportation employee shall have the right to present his/her problem in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal. Employees and supervisors will strive to resolve a grievance within the scope of their authority informally, prior to using the grievance procedure.

C. Procedural Requirements Appeal - A three level procedure for the resolving of grievances is hereby established as follows, provided, however, that problems presented under this procedure shall be presented within ten (10) calendar days of the incident causing the problem:

1. The first step shall consist of the employee's presentation of his/her grievance in writing to the supervisor in charge. The written grievance will include (1) the specific applicable provision of the agreement, (2) date of the alleged grievance (3) name of the supervisor responsible for the alleged grievance, (4) date of the formal filing, (5) a brief description of the grievance. Every reasonable attempt will be made to settle the grievance at this level. If the grievance is not satisfactorily resolved within ten (10) calendar days, the employee may proceed to the second step.

2. The second step shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Chief School Administrator or his/her designee. Within ten (10) calendar days of the request for such meeting, the Chief School Administrator will meet with the aggrieved and his/her representative (if requested by either party) to discuss the grievance. The Chief School Administrator will give his/her answer in writing to the aggrieved within ten (10) calendar days from the conclusion of the meeting. If the determination is not satisfactory, the aggrieved may, within ten (10) calendar days, submit the grievance to the third step.

3. The third procedural step shall consist of a request by the aggrieved employee for a review of his/her grievance by the Board of Education.

a. Board of Education - If the transportation employee and/or Association are not satisfied with the decision at step 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) calendar days after receiving the decision at step 2.

b. Within ten (10) calendar days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c. Within ten (10) calendar days after the conclusion of the hearing, the Board of Education shall render a final decision, in writing, on the grievance.

ARTICLE III NEGOTIATION PROCEDURES

1. By March 1st of the year involved, the parties will enter into negotiations over a successor agreement. An agreement or amended agreement will be reduced to writing and signed by the Association President and the Chief School Administrator.
2. The Association and the Board agree that the chairman of each negotiating committee shall be acknowledged as the "official" spokesperson of the committee, though all members of both committees may participate in negotiations.
3. The Association and the Board agree that all negotiations will be conducted in executive sessions. It is also agreed that neither party will publish demands or disagreements unless the other party is notified in advance and agrees to this news release.
4. The Association and the Board agree that the chairman of either group may, independently, call for a recess at any time during the negotiating session.
5. The Association and the Board agree that the process of tabling may be used. Tabling shall mean "the temporary suspension of negotiation on a specific item."
6. The Association and the Board agree that either party may, at its discretion and with prior notification, bring into the negotiations any outside advisors.
7. The final contract will be drawn between the Association President and the Chief School Administrator.
8. In the event of an impasse in negotiations, either party may contact PERB for outside assistance either through mediation or fact-finding.
9. Upon request to the Chief School Administrator, information from the public records may be made available to the negotiating committee of the Association. The Association agrees to share available pertinent information upon Board request with the Chairperson of the negotiating team for the Association.
10. The parties agree that each may bring to negotiations a person to take notes for their own team use. This person may be in addition to the negotiating team. There may be team membership substitutions as required.
11. Proposals presented to the Board by the Association on a selected date will constitute the total request to be made by the Association.
12. The Chief School Administrator and the supervisor in charge will act as resource persons for both parties.
13. The Association and the Board agree to confer in good faith in accordance with the provisions of Public Employees Fair Employment Law, Article 14 of the Civil Service Law.

14. 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 IV DEFINITION OF RUNS

Regular Run

1. Runs scheduled 5 days week times 40 weeks per year (maximum of 184 days).
2. More than three (3) students to same location.
3. Runs between the hours of 6:00 a.m. – 9:00 a.m., and 2:00 p.m. – 4:00 p.m.

Extra Trip

Any run that is not considered contract specific to any one driver.

ARTICLE V LEAVES OF ABSENCE

A. Sick Leave

1. All transportation employees (except substitutes) covered by this agreement shall receive one (1) earned day of sick leave for each complete month worked according to his/her level of contracting (based on hours of regularly scheduled run) for each full month worked using the assigned hours of the first day of that month. For example, a driver assigned a four-hour regular run on the first working day of the month will be credited with four hours of sick time at the end of that month, even if he/she had additional hours on a signed contract during the month. The new hours will be credited based on the regular schedule beginning on the first day of the next month. For employees hired before 7/1/89, unused sick leave shall have unlimited accrual. For those contract transportation employees hired after 7/1/89, the maximum amount of sick days available will be 125 days as divided by the hours of their regularly scheduled run. If an employee transfers from one job level to another, calculations will be made as above. For example, 4 hours, 4.25 hours, 4.5 hours, 4.75 hours, or 5 hours. This does not include any mid-day extra work performed on a regular basis between the hours of 9:00 a.m. and 2:00 p.m. and/or the late run.

2. After an absence of four (4) consecutive work days due to illness, the Board will require a physician's certificate of the individual's illness.

3. For an extended medical leave, the transportation employee (or his/her designated representative) should notify the Transportation Supervisor as soon as possible so that

must inform the district by telephone or in writing the expected length of absence. When the employee's sick days are nearly exhausted, a request in writing should be submitted to the District indicating a request for unpaid medical leave and the anticipated date of return to work.

4. A transportation employee caring for an ill member of his/her family may use a sick day to do so, and does not require a physician's certificate of the illness.

B. Maternity Leave

1. Maternity leave will be treated exactly as is any other disability.

2. A maternity leave request, if possible, will be given in writing to the Chief School Officer not later than sixty (60) days prior to the beginning of the leave of absence.

3. Contract transportation employees will have available three (3) options regarding the pregnancy.

a. An unpaid leave of absence

b. A paid leave of absence during which accumulated sick leave may be used for the period of pregnancy related disability as certified by the employee's physician.

c. A paid disability leave certified by the employee's physician followed by an unpaid child rearing leave.

d. An employee may only utilize accumulated sick leave if options (b) or (c) are chosen.

4. In requesting the leave, the employee must include:

a. The option selected.

b. The anticipated date the employee wishes to commence her leave.

c. The approximate date of return.

5. If an unpaid leave of absence option is selected, benefits do not accrue.

C. Child Rearing Leave

1. A contract transportation employee may request a child rearing leave without pay for a one (1) year period.

2. A written request for a child rearing leave, if possible, must be given to the Chief School Officer not later than sixty (60) days prior to the beginning of the leave of absence.

3. The employee must give notice of the intent to return to his/her position or to an

4. Benefits do not accrue during a child rearing leave.

5 Child rearing may follow maternity leave without interruption.

D. Condolence Leave

1. Notification of a death in the immediate family will be given to the Supervisor of Transportation and a request for a condolence leave made. The immediate family is defined as spouse, child, parent (or anyone who may have acted in this capacity), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or anyone living in the immediate family unit.

2. Condolence leave of up to three (3) days with pay, no loss of sick leave will be granted to all transportation employees covered by this agreement and the term can be extended by the Supervisor of Transportation.

E. Personal Days (that non-recreational activity that can only be done by the transportation employee at that given time). Personal days do not apply to substitutes.

1. A written request for time away from the job with no pay deducted will be submitted to the Supervisor of Transportation at least seventy-two (72) hours in advance, if possible, of the date or time of the requested absence and such request will be approved or disapproved in writing. The request will state the general reason for the personal day.

2. Four (4) personal days will be granted each year, as follows:

- a. Two (2) with no deduction from accumulated sick leave;
- b. Two (2) with deduction from accumulated sick leave.

Any additional personal days, when granted, would also be deducted from accumulated sick leave or from the employee's salary.

3. A leave which is not considered a sick or condolence leave can be granted with pay deducted.

4. No personal day will be granted the day before or after a holiday.

5. Unused personal days at the end of the school year may be carried over into the next school year, but the accumulation shall not exceed six (6) days.

F. Emergency Absence

1. Notification of an emergency will be given to the Supervisor of Transportation. He/she will decide if one of the following situations exists:

- a. Serious illness of a person or persons within the immediate household unit or mother or father (or anyone who may have acted in this capacity.)
(Serious illness will be defined as any condition requiring hospitalization or emergency doctor's care as stated in the attending physician's prescription or note from the attending physician.

2. Emergency absence will be granted with no deduction in salary.
3. There will be no loss of sick leave under the above circumstances.
4. The term of the absence can be extended by the Director of Transportation.

G. Attendance Incentive

a. All transportation employees, except substitutes, covered under this Agreement will be offered an incentive annually for excellent attendance. Employees with perfect attendance (exclusive of two (2) personal days and condolence days) will be awarded \$500.00 during the month of July following the completion of the school year during which it was earned.

b. Those employees absent one (1) or two (2) days in addition to the requirements spelled out above will be awarded \$50.00 during the month of July following the completion of the school year during which it was earned.

H. Job Resumption - After any extended leave of absence submitted in writing and approved by the Board of Education, a transportation employee will resume the same job or one of equal pay as the one vacated due to the leave of absence. Bus drivers or aides who have been off their run for a period of six months relinquish their right to their regular run and that run may be posted for a permanent assignment of another transportation department employee. Upon the employee's return, the driver or aide will resume the same job or one of equal pay as the previous position.

I. Vacating a Position - A transportation employee's position will be considered vacated under the following conditions:

a. The employee reduces to writing that he/she resigns or retires which is signed, dated, and sent to the Superintendent with a copy given to the Association President.

b. The employee is terminated by the District.

c. The employee does not show up for work for a period of four (4) or more days without appropriately documented excused absence.

An employee who vacates his/her position loses all District seniority and related privileges.

ARTICLE VI MEDICAL BENEFITS

A. The Board will assume prorated costs of health insurance coverage through Community Blue Option 1 Medical/Surgical with Vision or for equivalent coverage for individual or family, as applicable, to each transportation employee desiring to be covered subject to the following conditions:

1. Employees desiring coverage but not presently covered will submit a request in writing to the Chief School Officer. A husband and wife covered

under this agreement will have the option of having two single policies or one family policy.

2. Effective dates of coverage will be subject to the regulations of Community Blue, concerning new hires and reopening dates for employees other than new hires.
 3. Employees on unpaid maternity leave will be covered by this section until the termination of the pregnancy at Board expense and thereafter at the employee's expense.
 4. For every twenty (20) days of unused sick leave at retirement, full time 12-month transportation employees will be provided medical benefits coverage equal to the dollar/premium amount at the time of retirement. This shall be considered in multiples of ten (10) days equating to 1/2 year's premium. In order to be eligible for this coverage, the employee must have been continuously employed by the Medina Central School District at least ten (10) years. Upon the exhaustion of accumulated credit payment by the district, the subscriber has the option of (1) continued coverage, or (2) participation in the retired group. In both option 1 and 2, premiums will be paid in full by the subscriber.
 5. For full-time 12-month employees, the above benefits will be transferable to the surviving spouse. The provisions of A(4) above will apply only to the retiree and his/her legal spouse at the time of retirement. In the event of death, these provisions will provide for single coverage for the employee's spouse or, if dependent(s) other than the spouse, family coverage shall continue.
 6. At retirement, transportation employees are no longer eligible for dental coverage unless paid in full by the subscriber.
- B. Single employees will be covered by individual group policies by Community Blue and married employees will be covered by a family group Community Blue plan or equivalent coverage.
- C. Prescription drug program \$5.00 co pay per prescription, with contraception.
- D. Dependent coverage to age 23
- E. Dental Pay Plan high level basic plus high level riders, 1) additional basic, 2) prosthetic, 3) periodontics and 4) orthodontia.
- F. 1. The Board will share the costs of premiums for the above-mentioned coverage for all transportation employees covered by this agreement.

40 hours a week, 12 months - 100%
30-39 hours a week - 75%
20 - 29 hours a week - 50%
10 - 19 hours a week - 25%
0 - 9 hours a week - 0%

*Note: Weekly hours are based on standard morning and afternoon runs. Mid-day and late runs are not counted for this provision.

Employees hired before July 1, 1991, receiving either full or part-time medical benefits paid by the Board shall continue to receive benefits as noted above if they are employed in excess of 20 hours per week.

2. Transportation employees who received full medical benefits coverage as of July 1, 1979, shall continue to have that benefit paid by the Board during the life of this contract if they are employed in excess of twenty (20) hours per week.

3. Part-time employees receiving medical benefits coverage at the time of retirement may continue to belong to Medina School District medical benefits plan at their own expense.

4. Upon retirement, part-time employees who have NOT received medical benefits coverage while employed by the District and who have worked for the District for at least 10 years, will be allowed to purchase health insurance through the district's group plan. All premiums shall be paid by the employee prior to the time the health coverage premiums are due.

5. Upon attaining age 65, all retirees from the transportation department that are receiving any form of health insurance coverage through the District, whether paid by the District or the individual, shall make application for Medicare Part B. Medical benefits coverage thereafter shall then be transferred to the supplemental coverage.

6. The Board reserves the right to change the current claims administrator and/or to provide health insurance through an alternate insurance carrier (3rd party) provided the schedule of benefits is equivalent to the existing coverage.

ARTICLE VII SAVINGS BONDS

A. A payroll deduction for Savings bonds may be made at the request of the employee providing the request is made in writing prior to August 1 of each school year. Deductions can be made in multiples of \$6.25 only.

B. New staff members may be permitted to request Savings Bonds deductions until October 1st.

**ARTICLE VIII
WAGES**

Beginning July 1, 2003, the salary schedules listed below are in effect for all bus drivers.

A. SALARY SCHEDULES

1. Bus Driver Wage Schedule

The following hourly wages will be used to calculate salary:

Pre 7/1/94			
	2003-04	2004-05	2005-06
Driver 1 (1-3 yrs.)	N/A	N/A	N/A
Driver 2 (4-5 yrs.)	N/A	N/A	N/A
Driver 3 (6-7 yrs.)	N/A	N/A	N/A
Driver 4 (8-9 yrs.)	\$18.03	\$18.57	\$19.13
Driver 5 (10+yrs.)	\$19.64	\$20.23	\$20.84

Post 7/1/94			
	2003-04	2004-05	2005-06
Driver 1 (1-3 yrs.)	\$11.32	\$11.66	\$12.01
Driver 2 (4-5 yrs.)	\$12.58	\$12.96	\$13.35
Driver 3 (6-7 yrs.)	\$13.72	\$14.13	\$14.56
Driver 4 (8-9 yrs.)	\$14.97	\$15.42	\$15.88
Driver 5 (10+yrs.)	\$16.22	\$16.71	\$17.21

a. All appointed transportation employees serve a one-year probationary period from the effective date of employment, as approved by the Board of Education. An employee's service may be terminated at any time during and up to the expiration of the probationary period with one weeks' prior written notice.

b. Pay increase of \$.25 per hour per year for pre-1994 hires for 2003-04, with a 3% increase each consecutive year (2004-05 & 2005-06).

Pay increase of \$.50 per hour per year for post-1994 hires for 2003-04, with a 3% increase each consecutive year (2004-05 & 2005-06).

c. The above salaries are based on 184 days of service.

d. Hours are based on actual driving time by clock averaged over a 15 day period prior to October 21. Other adjustments will be made as changes occur due to revisions in runs. 15 minutes before the initial run and 15 minutes after the last run is provided for daily prechecks, postchecks, gassing and cleaning of bus. Hours are to be computed at 15 minute intervals.

f. Substitute Driver Wages - Substitute drivers will be paid as follows:

1. Substitute drivers covered under this contract will be asked to work on a rotational basis, based on the date of hire.
2. Other substitute drivers will be paid at the hourly rate of \$10.00 as agreed upon for the length of this agreement.
3. A substitute driver will cover the entire daily assignment of a regular driver, including mid-day or late run, if applicable.
4. Substitute drivers are on probation for 184 days of driving time, then they go to Driver 1 pay schedule Post 7/1/94.
5. Substitute drivers are not eligible for extra trips for the first 6 months after Board approval, and then only if they are doing sub driving of 4 hours minimum on regular run in a one-month period. Exceptions would be sports runs from 2:00 to 4:00 p.m.

g. If a driver has a regular mid-day run (between 9:00 a.m. and 2:00 p.m.), that driver will be paid for the daily run, even if no students appear on a given day, unless the run is eliminated by the district. However, drivers with regular mid-day runs will not sign up for extra trips during their assigned mid-day run hours, except that the Transportation Supervisor may assign an alternate run in emergencies when no other driver is available.

h. Drivers of regularly scheduled trips who are asked by the Supervisor of Transportation to drive an extra-curricular run rather than their normal run will be compensated at their regular rate through 4:15 P.M. at which time the compensation rate noted in item #2a will take effect.

i. If no regular contract drivers are available, other properly licensed drivers may be used. However, in the event that no driver is available to take an extra trip and the supervisor of transportation uses an other properly licensed driver to drop the group off and return to the bus garage and the group still needs to be picked up after the event, the supervisor of transportation will fill this second portion of the run as follows:

1. If this extra trip was previously assigned, then that driver will have first preference to pick up the group.
2. If this extra trip was NOT previously assigned, then the driver will be selected on a rotating basis based on the date of hire.

j. All drivers covered by this agreement who desire to take extra trips must sign up with the Supervisor of Transportation. Assignments for extra driving will be made by the Supervisor of Transportation from this one list which is to be based upon date of hire. Assignments will be made on a rotating basis. Acceptance or refusal will move the employee to the bottom of the list but there will be no additional penalties for refusal of a trip. If the time of an extra trip is indicated TBA (To Be Announced); the time must be given to the driver at least one day in advance.

k. July 1st of each year, the first "extra trip" posted on the "board" will be assigned to the driver with the most seniority whom signed up/showed interest. From that driver

seniority list is assigned, the next available driver will be the most senior in the department. This will be continuous rotation until June 30th of that year.

The Transportation Supervisor will post all extra trips at least 14 days in advance when the Transportation Supervisor has been notified in writing of the need prior to the 14 days. If there is an event scheduled less than 14 days in advance, the Transportation Supervisor will post the extra trip within 24 hours of being notified. Upon receipt, copies of transportation requests will be placed in a notebook available for review by transportation employees. Upon request, the Association President will be provided a copy of any transportation request form.

When possible (all paperwork is submitted), trips will be assigned one week in advance by day and hour except in an emergency.

Once a driver has signed for an extra trip and determines that he/she can no longer fulfill that assignment, a written declination must be submitted to the Transportation Supervisor with a copy to the Association President stating that the driver can no longer take that assignment. The Transportation Supervisor will then reassign the extra trip based on that one extra trip sheet with the next person following in rotation from that sheet. If a driver already has an extra trip scheduled during that time frame, the Transportation Supervisor will continue on to the next person in rotation. If the trip is less than 24 hours away, the Transportation Supervisor will make an emergency assignment to cover such trip.

k. Meal Allowance – A driver must be assigned to an extra trip lasting five hours or more to be eligible for a meal allowance. Reimbursement must be for meals during the trip. No more than three (3) meal allowances will be provided in a 24-hour period. Payment will be made upon presentation of the meal receipt to the District Office (Accounts Payable) within 30 days of the actual expense(s). The meal allowance is \$7.00 per meal. No sales tax will be reimbursed. Meal allowance does not apply to regular runs.

l. Individual salary statements and available sick day statement will be issued to returning drivers in September.

m. Regular summer school runs will be compensated at the scale established in paragraph 2.a of this article. Summer school runs will be assigned to senior drivers for the entire duration of that run.

n. Extra trips for summer school will be reimbursed at the same rates as regular summer school runs.

o. First preference for late runs will be assigned to drivers by seniority.

p. The late runs (4:15 and 5:30 P.M.) will be offered to the same drivers who are operating them at the close of each school year. The rate of pay shall be \$15.00 per trip for the life of the agreement. Any driver who reports to the appropriate schools for these runs and finds that there are no students, is entitled to show time. The rate of pay for show time shall be \$6.25. This article will hold true for the life of this agreement.

q. Late run drivers will be allowed to accept extra runs (sports, extra-curricular, etc.)

to post the extra runs at least one week in advance, if such run is known to the Transportation Supervisor. Requests received less than one (1) week prior to the event will be posted immediately. If a late run driver accepts such extra run, that driver's late run will be filled by the Transportation Supervisor by seniority as soon as possible.

r. Regular runs requiring a long term substitute in excess of one (1) month shall be posted. Drivers will be considered for these subbing positions according to their date of hire.

s. A driver may hold only one (1) contract run position at any given time, except on a substitute basis.

t. Medical information requiring special handling of a student will be provided to the bus driver by the Transportation Supervisor by the first day the student rides the bus. This includes seizure disorders, diabetes, medical equipment, allergies, and the like. For each student with this type of special needs, emergency contact information will also be provided.

2. Extra trips will be compensated in the following manner:

a. 2003-06 - \$10.00 per hour (\$10.00 minimum earned per trip) over life of agreement.

b. If the extra trip begins or ends within 30 minutes of the beginning or conclusion of a regular run, the minimum shall be \$10.00/hour.

c. Show-up pay will be 2 hours at extra trip rate.

d. Overnight trips do not pay for the 8 hours allowed for sleeping.

e. When drivers leave the bus during a trip, the bus garage and/or person in charge must be notified.

B. BUS AIDES - Bus aides will be paid \$8.50 per hour in 2003-04; \$8.70 per hour in 2004-05; and \$8.90 per hour in 2005-06.

C. FULL-TIME EMPLOYEES' SALARY AGREEMENT

	2003-04	2004-05	2005-06
Head Mechanic	\$41,511	\$42,756	\$44,039
Asst. Head Mech/Body Man	\$39,068	\$40,240	\$41,447
Asst Mech/Body Man	\$27,471	\$28,295	\$29,144

1. Mechanics will only drive extra trips on an emergency basis, or if the Supervisor of Transportation deems it necessary.

2. When a mechanic drives an extra trip, he will be compensated at \$13.00 per hour when he is off the clock from his regular work schedule.

4. The runs that the mechanics perform on a daily basis will be offered to the same mechanics for the following school year. If and when any mechanic decides to vacate his run, this run shall be considered vacant and posted as such.

5. When a mechanic is required to report for work before or after the normal scheduled work time because of emergency bus maintenance (repair or breakdown), he shall receive a minimum of four (4) hours pay, regardless of hours worked.

6. Longevity shall be awarded annually to full-time mechanics, as follows:

- a. 20-24 years of service = \$1,000 per year
- b. 25-29 years of service = \$1,500 per year
- c. 30 or more years of service = \$2,000 per year

7. Vacations - No paid vacations will be allowed part-time or school year employees (10 months or less).

a. Six (6) working days after one (1) year of service on a full-time basis for those employees hired after July 1, 1991.

b. One additional day will be accrued for each additional year of service after the first year to a maximum of twenty-three (23) days. Add one (1) day after 25 years and one (1) day after 30 years. Maximum 25 days.

c. Scheduling of vacations will be agreed upon by the Supervisor of Transportation and the employee.

d. Up to five (5) vacation days may be carried forward into the employee's next year of employment.

The determining date regarding vacation days will be the employee's anniversary date.

8. Holidays - Full-time employees will receive as paid holidays the days listed below and any other additional holiday designated by the Board of Education:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Monday following Easter
Day before or after Christmas Day	Memorial Day

ARTICLE IX ADDITIONAL DUTIES

1. Drivers will be responsible for the daily cleanliness of the interior of their bus. Vandalism must be reported promptly.

2. If, upon inspection by the Supervisor of Transportation, a bus is deemed to be unfit for use for reasons of cleanliness, the driver responsible will be reprimanded in the following manner:

1st offense - A written warning

2nd offense - A one day furlough without pay

3rd offense - One week furlough without pay

3. Physical Examinations for Employees - A physical examination is required of all transportation employees covered by this agreement prior to the initial date of employment and annually thereafter. The examination will be reported on forms as provided by the State Education Department. The examinations must be given by the school physician at district expense.

Aides are required to complete mandated CPR training on their own time. All drivers and aides are required to pass an annual physical exam and a performance test as required), both to be completed on the employees' own time.

4. The Supervisor of Transportation at both required transportation meetings will review and then post rules governing transportation driving "accidents or bus incidents" regarding time-off or suspension from normal driving activities. Posting will be on the main bulletin board, driver manuals and reviewed at the first meeting of the school year.

5. All bus drivers covered by this Agreement will be paid a \$25.00 stipend for each meeting for a maximum of two (2) required meetings per year, not to exceed two (2) hours per meeting. Drivers must sign the attendance sheet at the meeting to get paid.

6. New drivers that do not have a commercial driver's license must be trained by authorized persons employed by the Medina School District.

Any new drivers already licensed must be advised of district policies before driving. Drivers must also be submitted to a behind-the-wheel driving test to determine their ability.

All the above shall be documented and put in driver's file.

7. The Supervisor of Transportation shall do a minimum of two (2) ride along observations per year for each driver. Such observations will be reduced to writing and discussed with the driver concerned in a constructive manner.

8. Proper attire shall be worn at all times (i.e., clean, neat clothing; appropriate footwear (e.g., no flip-flops or clogs, only sandals or shoes with a heel strap will be acceptable); no short shorts, halter tops, etc.) This shall be policed by the Supervisor of Transportation and the Association President.

9. Chain of Command - The Transportation Supervisor shall be in charge of all transportation department personnel. In his absence, the Head Mechanic shall handle any emergency situations. In the absence of the Head Mechanic, the Assistant Head Mechanic is in charge.

**ARTICLE X
SERVICE BENEFITS**

When a part-time employee has indicated he/she will retire, he/she will be eligible for the following:

A. Service Increment - A service increment shall be available to a part-time employee for the school year of his/her retirement under the provisions of the New York State Employee Retirement System. Such an increment will be determined using the following formula:

3.0 x contract hourly rate as of April 15 of the year prior to retirement x number of unused sick days as of that date with a maximum of 225 days available. The number of days will be calculated as described in Article IV, A.

This dollar amount shall be applied to the employee's final year's salary in addition to his/her schedule increment.

In order to qualify for this service increment, the employee must submit his/her resignation for reasons of retirement by April 15 of the school year preceding the year of his/her retirement.

N.B. In the event that the employee uses more sick leave than is provided in his/her last year of employment salary deductions will be made for those days missed.

**ARTICLE XI
SENIORITY**

All runs shall be posted as they become vacant. Normally, vacancies will be posted for ten (10) consecutive business days. Drivers will be eligible for those runs according to their seniority.

The Seniority List shall be agreed upon by both the Association and the District.

**ARTICLE XII
GARAGE USE**

The Medina Central School Bus Garage will be available only to full-time mechanics to use subject to the following conditions:

1. Use only during non-business day hours (after 4 P.M.) except Sunday. No Sunday use permitted.
2. Use only materials and supplies owned by the employee.
3. There will be no commercial use of the property.

4. Only personal or immediate family vehicles will be permitted in the facility.

5. Mechanics working on their own vehicles after regular working hours must notify the Transportation Supervisor or his designee of the times they will be working in the bus garage. Appropriate safety measures will be taken by mechanics, particularly not working alone on any personal repairs or maintenance when personal safety may require a second person to be present in case of an emergency.

6. It is understood that the mechanics' privately owned tools will be available in the bus garage for school district use, and only given to said district's employee if mechanic deems that person is qualified to use such tools as requested.

ARTICLE XIII STUDENT DISCIPLINE

Drivers must be notified of disciplinary actions regarding students who should not be transported to and from school due to suspensions, etc.

ARTICLE XIV CITIZEN COMPLAINTS

If the district intends to act upon a citizen's complaint concerning the conduct or performance of a driver in a manner which would affect the driver, the District will hold a meeting with the driver involved and provide him with an opportunity to present his position regarding the complaint. If deemed necessary by the District, then the District will endeavor to have the complaining party present at the meeting. Should any complaint be reduced to writing and placed in the employee's personal file, the affected employee shall receive a copy and shall be allowed to place a response in the file.

ARTICLE XV DURATION OF CONTRACT

This contract shall be effective as of July 1, 2003, and shall continue in effect through June 30, 2006.

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item during the life of this agreement.

Nothing herein prevents the Board from adopting new policies not covered in this agreement.

For the Medina Central School
Transportation Association

Bonnie Carpenter pres.

Bonnie Carpenter

Melody C Fisher

Melody Fisher

Sandra Austin, Secretary

Sandra Austin

Kelly Buckland treasury

Kelly Buckland

For the Medina Central
School District

Richard M Galante

Richard M. Galante

Chief School Officer

Gregory W Kern

Gregory W. Kern

Director of Financial Services

Dated this 28th day of Aug, 2003.

Grievance Form

Note: Fill out in triplicate (This form may be copied). Give one copy to the Transportation Supervisor, one copy to the Association's Grievance Committee Chairman, and retain one copy for your records.

TO: Transportation Supervisor

FROM: Grievant's Name*: _____

Job Title: _____

**If there is more than one grievant, each must sign and give the same information on an attached sheet.*

1. The grievant's complaint is about the following action the District did take or failed to take:

2. When did this act or failure to act occur?

3. What provision(s) of the Agreement did this act or failure to act violate?

4. What action does the grievant want the District to take to correct the situation?

Grievant's Signature _____ Date submitted _____

Transportation Supervisor's Response within 10 calendar days:

Supervisor's Signature _____ Date returned _____

SUMMARY OF CHANGES FROM CURRENT CONTRACT IN NEW CONTRACT

1. 3-year contract (July 1, 2003 – June 30, 2006) (p.1)
2. Pay increase of \$.25 per hour per year for pre-1994 hires for 03-04, with a 3% increase each consecutive year (04-05 & 05-05).
Pay increase of \$.50 per hour per year for post-1994 hires for 03-04, with a 3% increase each consecutive year (04-05 & 05-06). (p. 12)
3. Late bus drivers - increase pay from \$13.00 to \$15.00 per hour (p. 14)
4. Year-end bonus for good attendance increased from \$100 to \$500. (p. 9)
5. Personal days - carry over any unused days not to exceed 6. (p. 8)
6. Define types of runs. (p. 6)
7. Increase starting pay at \$10.00 per hour to entice subs to take runs rather than just take extra trips. (Currently \$8.75 per hour) (p. 13)
8. Sub drivers would be on probation for 184 days of driving time, then would go to Driver 1 pay schedule. (p. 13)
9. Sub drivers not eligible for extra trips for first 6 months and then only if they are doing sub driving of 4 hours minimum on regular run in a one-month period. Exceptions would be sports runs from 2:00 to 4:00 p.m. (p. 13)
10. Raise pay for bus aides from \$6.75 to \$8.50 per hour in first year of contract; then raise for 20 cents per hour each of the next two years. (p.15)
11. Mechanics pay increase of 3% per year for each of the 3 years of contract. (p. 15)
12. Change date for negotiations from February to March. (p. 5)
13. If caring for a family member, no need for a doctor's slip. (p. 7)
14. If the time of an extra trip is indicated TBA (to be announced); the time must be given to the driver at least one day in advance. (p. 13) Clarify "show up" pay – right now it is one hour. (p.15)
15. Change wording in dress code to be: "No flip-flops or clogs, only sandals or shoes with a heel strap will be acceptable." (p. 17)
16. Reimbursement for lunch/dinner needs to including wording to state that reimbursement must be for meals during the trip. (p. 14)
17. Clarify rotation wheel. (p. 13)
18. Clarify extra trips. (p. 6)
19. Overnight trips do not pay for the 8 hours allowed for sleeping. (p. 15)
20. When drivers leave the bus during a trip, the bus garage and/or person in charge must be notified. (p. 15)

MEMORANDUM OF AGREEMENT
Driver Probationary Period

Between the Medina Transportation Association and the Chief School Officer of the Medina Central School District.

WHEREAS, the Medina Transportation Association (Association) and the Chief School Officer of the Medina Central School District (District) are parties to a Collective Bargaining Agreement (Agreement) for the period July 1, 2003, through June 30, 2006 and

WHEREAS, the Agreement does not address probationary period clearly; and

WHEREAS, the Association and the District wish to establish a clear understanding of the probationary period; and

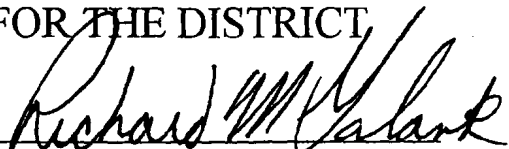
NOW, THEREFORE, IT IS AGREED:

1. That Article VIII.A.1.a., should read as follows:
 - a. All appointed transportation employees serve **184 days driving time probationary period, including driving time as a substitute**, from the effective date of employment as approved by the Board of Education. An employee's service may be terminated at any time during and up to the expiration of the probationary period with one weeks' prior written notice.

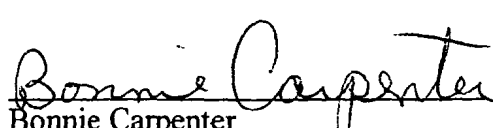
2. That Article VII.A.1.f.4 should read as follows:

Substitute drivers, or new drivers, that are awarded a contract run will start on Driver 1 pay scale. They will have to complete the probationary period in Article VIII A.1.a., all driving time as a substitute will count toward this period.

FOR THE DISTRICT


Richard M. Galante
Superintendent of Schools

FOR THE ASSOCIATION


Bonnie Carpenter
Transportation Association President

Dated: 11/25/03

Dated: 10/31/03

RECEIVED

DEC 01 2003

