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#### **Contract Database Metadata Elements**

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AGREEMENT BETWEEN

THE

GATES CHILI CENTRAL SCHOOL DISTRICT SUPERINTENDENT

AND

THE GATES CHILI TRANSPORTATION UNION

EFFECTIVE

JULY 1, 2003 - JUNE 30, 2005

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE 1**

### **RECOGNITION**

1. The Gates Chili Central School District hereby recognizes the Gates Chili Transportation Union as the exclusive bargaining representative of the bus drivers, pursuant to the Public Employees Fair Employment Act, for regularly employed noninstructional personnel employed by the District as defined in subparagraph three (3) hereof.
2. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act Section 208(2).
3. The bargaining unit is defined as all persons serving in the capacity of bus driver for the Gates Chili Central School District. The Supervisor of Transportation and other supervisory personnel including those in the grievance procedure are excluded as members.
4. The Union agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Gates Chili Central School District.

## **ARTICLE 2**

### **DUES DEDUCTION**

1. The Superintendent of Schools agrees to the check-off of Union dues in amounts to be determined by the Union. A form agreeable to both the School District and the Union will be developed for this purpose. The School District agrees that the privilege of check-off will not be extended to any employee organization other than the Union for this unit.
2. Dues deduction authorization shall be in writing in the form agreed upon. Additional authorizations submitted after October 1 shall be for new members only and must be submitted at least two (2) weeks prior to any regularly scheduled pay date. For members wishing dues deduction in September, authorization cards must be presented by September 1.
3. The District shall, at least four (4) times a year, on or about October 1, January 1, May 1, and June 1 make available to the Union a listing of all members for whom deductions have been made and the amount deducted for each. Upon request (monthly), the District shall notify the Union of any changes in said list.



**ARTICLE 3**

**TIME CARDS AND GUARANTEED HOURS**

1. All drivers assigned and working between the hours of 6:00 a.m. and 12:00 noon will be guaranteed two hours and all drivers assigned and working between the hours of 12:00 noon to 4:00 p.m. will be guaranteed two hours (2). This does not apply to any field trips or extra runs.
2. Each driver will have the right, upon reasonable request and at reasonable times as determined by the Supervisor of Transportation and with the Supervisor of Transportation or his/her designee present, to personally review his/her Time Card kept in the Transportation Department office. Copies of time cards will be distributed with each paycheck.

**ARTICLE 4**

**SALARIES: July 1, 2003 - June 30, 2005**

1. Effective July 1, 2003, minimum starting salaries for new drivers with no driving experience will be \$11.15. New drivers with a minimum of one year's experience will start at \$15.56 for 2003-04 and \$16.18 for 2004-05.
2. Drivers hired at \$11.15 will move to \$15.56 in 2003-04 and \$16.18 in 2004-05 after having been employed ninety (90) working days.
3. All returning drivers will receive a 4% increase on their 2002-03 rate for 2003-04 and a 4% increase on their 2003-04 rate for 2004-05.

**ARTICLE 5**

**LONGEVITY SCHEDULE**

1. Drivers assigned and working throughout the school year will be eligible for longevity pay based on length of service in the district. The number of years to be completed for eligibility are as follows:

	<u>Added to base hourly rate</u>
LONGEVITY I - completing 5 years	.75
LONGEVITY II - completing 8 years	additional .50
LONGEVITY III - completing 12 years	additional .50
LONGEVITY IV - completing 16 years	additional .50

ARTICLE 5 - Continued

2. Longevity pay will be determined by the number of eligible years as noted in Section 1. The rate specified will be added to the driver's base hourly rate on the day following the anniversary date in which they meet eligibility of years.
3. Drivers presently receiving longevity benefits will continue to receive longevity benefits as noted above.

**ARTICLE 6**

**TIME AND ONE-HALF**

1. All drivers covered by this Agreement shall be paid time and one-half for all hours worked above and beyond forty (40) hours per week, in accordance with the Fair Labor Standards Act, Federal Wage and Law as amended in 1966, effective February 1, 1967. Hours worked is defined as actual driving time.

**ARTICLE 7**

**DRIVER ASSIGNMENT**

1. It is the sole responsibility of the Supervisor of Transportation to devise the annual schedule.
2. During the 2003-04 school year a committee will be established no later than December 15, 2003 consisting of the Supervisor of Transportation, Assistant Superintendent for Administration and Personnel, Assistant Superintendent for Business, and three representatives from the Transportation Union. This committee, by a 2/3 vote, will develop a binding system by April 1, 2004 which utilizes the most appropriate criteria to assign runs. If the committee does not reach an agreement by May 1, 2003, seniority will be used as the sole criteria for establishment of the 2004-05 runs. An evaluation instrument developed by the committee will establish clear criteria for assigning said runs. This system will be utilized in the 2004-05 school year.

During the 2003-04 school year, the District will base assignment of runs using seniority as the sole criteria, except for assignments involving students with special transportation needs, such as but not limited to SCOPE, BOCES, etc. These run assignments are at the sole discretion of the Supervisor of Transportation.

All drivers will report to work according to the schedule devised by the Supervisor of Transportation.

3. The Supervisor of Transportation will post at least 75% of the regular runs no later than August 22. New information that becomes available to the Transportation Office after

ARTICLE 7 – Continued

August 22 could result in modification of the runs. Barring extenuating circumstances beyond the district's control all runs will remain stable for the remainder of the year. There may be a variance of fifteen (15) minutes more or less between posted times and actual driving times. This variance is not grievable.

4. During the school year through April 15, when a bus run becomes permanently open as determined by the Supervisor of Transportation, the run will be posted and the assignment to said run will be based on the criteria described in Section 2. Permanently open occurs when a regular position is vacated because of resignation, retirement, or dismissal. Any new or vacated runs must be posted within three (3) work days of knowledge of said vacancy and must be assigned within five (5) work days.
5. If a driver is assigned a run and that run is canceled on a particular day, then that driver will be paid for the time of said run unless assigned another run during that time period.
6. Temporarily-Assigned Runs: At times it is necessary for the Supervisor of Transportation to temporarily assign a run. If said run is of duration of ten (10) working days or less, the run may be assigned instead of posted. The Union President must be notified within two (2) days of any runs that have been assigned unposted by the Supervisor of Transportation. Any temporary run lasting more than ten (10) working days shall be posted for three (3) working days and permanently assigned using criteria as defined in Section 2.

When a driver is out ill for a long period of time (over ten working days), mid-day and kindergarten runs will be posted as temporary runs and the procedure above will be followed until the regular driver returns.

7. In the event that the administration is informed that a temporarily assigned run for students with special transportation needs, such as but not limited to SCOPE, BOCES programs, etc. must be established and started at the beginning of the school year, the administration will assign the run for a period not to exceed twenty days. At the end of twenty school days, if the administration determines that the run will become permanent, then said run will be posted and assigned in accordance with the contract.
8. When a driver is absent, the substitute driver will take the complete assignment, unless that substitute is unavailable. In that case, the absent driver's mid-day and/or kindergarten runs will be assigned using the "D wheel" procedure.
9. A substitute driver shall have no permanent assignment: am, pm, mid-day or kindergarten. Permanent assignments are defined as any that last longer than ten days. When a regular driver is absent, all mid-day and kindergarten runs will be assigned by using the "D" wheel. The "D" wheel will work as follows:

## ARTICLE 7 – Continued

- a. Within the first week of school the Supervisor of Transportation or his/her designee will post a sign up sheet for drivers who are available to cover a mid day run. The sign up sheet will list the driver's name and time available for mid day coverage. "Mid day" is defined as all assignments that run between 9:00 am and 2:00 pm.
- b. The Supervisor of Transportation or his/her designee will arrange the sign-up sheet in alphabetical order by the driver's last name.
- c. This list will constitute the mid day availability sheet which will be posted daily prior to 6:00 am. Assignment will be made to drivers on a rotational basis. Rotation of names for the "D" wheel will be done in the same manner as field trips.
- d. Each day drivers are to enter "Yes" in the available column or "No" in the Not Available column.
- e. Every day between 7:45 and 9:10 am the Supervisor of Transportation or his/her designee will assign runs by highlighting the name and time available column. Only one driver's name will be highlighted in the name column. This driver will be considered a standby until 9:15 am.
- f. It is the driver's responsibility to check if his/her name is highlighted. If so, he/she is to check with the Supervisor of Transportation or his/her designee for their specific assignment.
- g. Coverage requests received after 9:15 am will be assigned at the discretion of the Supervisor of Transportation or his/her designee.

## ARTICLE 8

### HOLIDAY CALENDAR

1. All drivers working three and one-half hours (3 1/2) or more per day throughout the school year will have eleven (11) paid holidays during each year of this agreement. Holiday dates shall be determined by the Administration after adoption of the school calendar by the Board of Education.
2. All other drivers may be allowed up to nine (9) days holiday pay at the discretion of the Supervisor of Transportation based on attendance, availability, reporting at assigned time, and general performance.
3. Holiday pay will be granted only if the driver works the scheduled workday before and the scheduled workday after the holiday. If the driver is granted an approved paid day on the scheduled workday before and/or after the holiday, then the driver will be granted pay for that holiday. The daily holiday pay will be calculated based on the average of all hours worked in the previous full two-week pay period, exclusive of field trips.

## ARTICLE 9

### HEALTH INSURANCE

1. Through December 31, 2003, all drivers working more than three and one-half (3 ½) hours or more per day and on the District payroll prior to July 1, 1977, the District will provide 90% of the cost of Blue Choice Select and 90% of the major medical hospitalization plan.
2. Effective July 1, 2001 and through December 31, 2003, for drivers enrolling in the District's health insurance program after January 1, 2001, the District will provide health insurance benefits as provided in the Blue Choice Select HMO subject to the same contribution percentages and date limitations set forth in Section 3. No contribution will be made by the district for the cost of the Major Medical Hospitalization Plan for drivers enrolling in the Health Insurance Program after January 1, 2001.
3. New drivers added to the payroll on or after July 1, 2001 will pay 50% of said health insurance premiums and the District will pay 50% during the first year of employment. During the second year of their employment, they shall pay 35% of said health insurance premiums and the District will pay 65%. For drivers hired on or after July 1, 1994 and after completing two (2) years of continuous service, the District agrees to pay an amount equal to 85% of the cost of providing those benefits described in Section 1 of this article.
4. The District will agree to pay health insurance premiums for drivers retiring after age fifty-five (55) with at least fifteen (15) years of service in the District as a driver, working three and one-half (3-1/2) hours per day or more assigned to bus run each day throughout the school year for the same period of time (15 years) at a similar rate as that agreed upon by the Union and the District. After the age of 65 years the District will contribute 85% of the Medicare Blue Choice Plan.
5. Claims information filed by a covered driver shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.
6. On an annual basis and prior to March 1, representatives of the Union and the Superintendent will meet to review the District's participation in the health insurance plan(s). The Union agrees to cooperate with the District in its efforts to contain health insurance costs. It is understood that the basic health insurance coverage shall be provided through the Blue Choice Select HMO, as determined by the Superintendent. It is understood that the President will be involved in any internal study regarding health plans provided members of the unit. It is also understood that any change from Blue Choice Select as the administering agency shall be made only by mutual agreement.
7. The District will provide Section 125 "flexible spending arrangement" benefits plan.

ARTICLE 9 – Continued

**AS OF JANUARY 1, 2004 THE HEALTH INSURANCE OPTIONS  
WILL BE AS FOLLOWS:**

1. a. Group 1 employees: Those currently enrolled in a district medical insurance plan on or before January 1, 2001:
  1. The District will contribute up to \$7800 towards a family/2 person medical insurance plan and dental, vision or major medical of the employees choosing
  2. The District will contribute up to \$3200 towards a single medical insurance plan and dental, vision or major medical of the employees choosing.
  3. The District will increase the contribution amount (s) noted above by 85% of any increase based on the rates of the Blue Choice Select Plan.
- b. Group 2 employees: For those members currently enrolled in the District medical insurance plan as of January 1, 2001:
  1. The district will contribute up to \$7300 towards a family 2/person medical insurance plan and dental, vision or major medical of the employees choosing.
  2. The District will contribute up to \$2800 towards a single medical plan and dental, vision or major medical of the employees choosing.
  3. The District will increase the contribution amount (s) noted above by 85% of any increase based on the rates of the Blue Choice Select.
- c. New employees as of January 2, 2001 and those members not enrolled in a District medical insurance plan on or before June 30, 2003:
  1. During the first year of enrollment the District will contribute 50% of the allowance noted in Group 2, towards medical insurance plan and dental, vision.
  2. During the second year of enrollment, the District will contribute 65% of the allowance noted in Group 2 towards a medical insurance plan and dental, vision.
  3. During the third year of enrollment, the District will contribute 100% of the allowance noted in Group 2 towards a medical insurance plan and dental, vision.
- d. Prescription Deductibles:

The District will provide a unit member enrolled in a District health insurance plan and major medical rider as of January 1, 2001 a family maximum annual benefit of \$500 providing:

  - \$200 annual single deductible for prescription co-pays or
  - \$400 annual family deductible for prescription co-pays has been paid by the unit member. The District will pay the uncovered cost of prescription co-pays up to the \$500 maximum per year.

## ARTICLE 9 – Continued

2. The District will contribute a maximum of \$250 toward the premiums for the dental/vision plan for each participant working an average of five (5) hours a day or more throughout the year who are not enrolled in a district medical insurance plan. Those participants working less than five (5) hours per day throughout the year shall have premium cost prorated using five (5) hours as a base.
3. If a current employee with three or more years of service presently covered under someone else's insurance, loses that coverage, the employee may join the District's health insurance program at the 100% rate specified in Group 2 employees.
4. The District will agree to pay health insurance premiums for drivers retiring after age fifty-five (55) with at least fifteen (15) years of service in the District as a driver, working three and one-half (3-1/2) hours per day or more assigned to bus run each day throughout the school year for the same period of time (15 years) at a similar rate as that agreed upon by the Union and the District. After the age of 65 years the District will contribute 85% of the Medicare Blue Choice Plan.
5. Claims information filed by a covered driver shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.
6. The District will provide Section 125 "flexible spending arrangement" benefits plan.

## ARTICLE 10

### OPERATOR'S LICENSE AND CRIMINAL RECORD CHECK FEES

1. The District agrees to pay the difference between the cost of a bus driver's license and the cost of a normal operator's license.
2. The District agrees to provide for the service and cover the cost associated with the criminal record checks (under Article #19-A of the NYS DMV) for all school bus drivers employed by the District.

## ARTICLE 11

### GRIEVANCE PROCEDURES

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner at the lowest possible level.

ARTICLE 11 – Continued

DEFINITIONS:

1. A grievance is a claim by a driver or a group of drivers that there has been a violation or misapplication of any article of this Agreement. Grievances must be taken up to Step 1 of the following procedures within fifteen (15) working days following the date that any driver should have known of the act or condition on which the grievance is based.

BASIC PRINCIPLES:

1. Each party to a grievance shall have access to all written statements and records pertaining to the case.
2. Time limits at any stage of the procedure may be extended by mutual consent between the Union and the District. All time limits in the procedure refer to working days.
3. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next higher step of the procedure.
4. Should the Union not meet the time limits of the procedure, the grievance will be considered as resolved at the last response.
5. All grievance records and documents shall be filed separately from personal folders.

PROCEDURES

1. INFORMAL CONFERENCE: Prior to submitting any grievance in writing, a grievant must discuss the alleged grievance with the Supervisor of Transportation with the intent of settling the grievance.
2. STAGE 1. The Grievant shall submit the grievance in writing to the Supervisor of Transportation. The Supervisor of Transportation will respond in writing within five (5) working days.
3. STAGE 2. If the Grievant is not satisfied with the response at Stage 1 he/she may, within five (5) working days of receipt of response, submit the grievance in writing to the Assistant Superintendent for Business. The Assistant Superintendent for Business will respond to the Grievant within five (5) working days.
4. STAGE 3. If the Grievant is not satisfied with the response at Stage 2, he/she may, within five (5) working days of receipt of response, submit the grievance to the Superintendent of Schools. The Superintendent will respond to the Grievant within ten (10) working days.



ARTICLE 11 – Continued

5. STAGE 4

- a. If the grievant is not satisfied with the disposition of the Superintendent, he/she may, with the approval of the Union, submit the grievance to the consideration of an impartial third party by written notice to the Superintendent within ten (10) working days of receiving the Superintendent's written disposition of the grievance.
  - b. Within five (5) working days after such written notice of submission of the grievance to the consideration of a third party, the Superintendent and the Union shall request a list of seven (7) impartial third parties from the American Arbitration Union. The parties will then mutually select the impartial third party by alternate striking throughout the list.
  - c. The elected third party will hear the matter promptly and will issue his/her disposition not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The third party's decision will be in writing.
  - d. The decision and award of the third party shall be binding upon the parties for all grievances.
  - e. Any possible costs for the services of the third party, including expenses, if any, will be borne one-half (1/2) by the District and one-half (1/2) by the Union and/or Grievant.
6. Any alternatives to Stage 4, such as expedient arbitration, which are mutually agreed upon by both parties may be implemented.

**ARTICLE 12**

**EMERGENCY CLOSING OF SCHOOLS**

1. Drivers will not be paid for days that school is closed for emergency or inclement weather reasons when announced over the official radio station WHAM, or through phone calls from the Supervisor of Transportation or his/her designee by 6:00 a.m.
2. In the event that calls or announcements are not made by said time above, then drivers and/or substitutes will be guaranteed two (2) hours pay at their regular hourly rate.
3. In the event that a driver punches in for his/her first assigned a.m. run, and after that time an emergency closing is declared, the driver will be paid his/her hourly rate for his/her regularly scheduled hours on that day.

ARTICLE 12 – Continued

4. If no emergency days are used during the work year and the District closes school on the day prior to the Memorial Day recess for that express purpose, then all drivers will receive his/her hourly rate for his/her regularly scheduled hours on the day of that specific closing.

**ARTICLE 13**

**FIELD TRIPS**

**DEFINITIONS**

Field trips are defined as extra trips which include school sponsored sports trips, educational trips, extracurricular trips, and co-curricular trips involving the use of Gates Chili Central School District's drivers and school buses.

**DRIVERS' ACCEPTANCE AND ASSIGNMENT CONSIDERATIONS**

1. Initial notice will be posted, for those trips requiring such, a minimum of a week in advance of the trip when possible.
2. Trips will be posted for the duration of one (1) Punch - Time. It is the driver's responsibility to keep abreast of their availability for field trips.
3. The first eligible driver in rotation to indicate his/her availability on the sign-up sheet will be assigned the trip.
4. In an emergency, last minute trips will be assigned to the next available driver on the volunteer emergency list. Last minute trips are defined as those where less than twenty-four (24) hours notice has been given to the Supervisor of Transportation or his/her designee.
5. If a one-day field trip is canceled (refer to #4) due to weather or other conditions, drivers will be notified immediately. If said field trip is rescheduled, it will be offered to the original driver assigned if available.
6. In an emergency a driver may be taken off his/her regular run to cover an extra driving assignment.
7. All three (3) wheels will continue where left off for the following school year.
8. Newly hired drivers will not be assigned field trips until they have been employed 90 working days in the district.

ARTICLE 13 – Continued

TYPES AND ASSIGNMENT PROCEDURE

1. Under two (2) hours duration, assignment will be made by the Transportation Office using the Voluntary Emergency List.
2. Over two (2) hours duration, but either partially or all within the school day, assignment will be made to all drivers on a rotational basis determined by their election as indicated by their signature on the posted sign-up sheet. (A-Wheel: 7:30 a.m. - 4:00 p.m. on day's school is in session).
3. After-hour trips, including those that fall during the evening, assignment will be made to drivers on a rotational basis and determined by their choice of availability as indicated by their signature on the posted sign-up sheet. (B-Wheel: after 4:00 p.m. on days school is in session)
4. Trips falling on Saturday, Sunday, or holidays, assignment will be made on a rotational basis and determined by their choice of availability as indicated by their signature on the posted sign-up sheet. (C-Wheel)
5. Trips on A, B, and C Wheels will be posted and assigned separately.
6. Any field trips designated as "drop-off, pick-up" will be posted as such.

VOLUNTARY EMERGENCY LIST

(V. E. L.)

1. For purposes of this clause, an emergency shall exist when a driver suddenly has become unavailable and a driver must be found within a very short period of time.
2. In emergency situations, the Supervisor of Transportation or his/her designee shall select a driver from the V. E. L.
3. Drivers who wish to be on the V. E. L. must sign up by September 25 of each school year. New drivers may sign up after ninety (90) working days of employment. Drivers on the V. E. L. shall be committed to drive when requested. If a driver on the list declines to drive, his/her name may be removed from the V. E. L. for that school year but only after a review by the Director of Transportation. The V.E.L. shall be regularly posted for review and established based upon service time.
4. A separate sign-up sheet called "daily driver availability" will be posted each morning indicating a driver's available hours for the following work day. This sheet is completely voluntary in nature and will cover all immediate needs except field trips which are addressed in #3.

## **ARTICLE 14**

### **JURY DUTY**

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such service will be turned over to this school district less any expenses incurred for parking or food when supported by receipts.
2. When a stipend or payment is received, employees are responsible to submit receipts for related expenses using proper District reporting procedures as defined by the Superintendent.
3. When a stipend or payment is not received for jury duty, employees will be given leave at full salary. Expenses incurred will not be the responsibility of the School District when a stipend or payment is not received.

## **ARTICLE 15**

### **SICK LEAVE**

1. All drivers covered by the Agreement shall be entitled to an unlimited accumulation of Sick Leave. Sick Leave shall be earned as follows:
  - a. Regular assigned driver (a.m. and p.m.) will earn one (1) sick day per month employed.
  - b. A. M. only assigned drivers will earn one-half (1/2) day per month employed.
  - c. P. M. only assigned drivers will earn one-half (1/2) day per month employed.
  - d. All others will be prorated on a time accumulated basis by the Supervisor of Transportation or his/her designee.
2. It is agreed that if a driver is absent for three (3) consecutive days, the driver must submit to the Supervisor of Transportation a written statement from a physician that the employee is physically able to resume normal bus driving duties. In the event that a driver does not submit said written statement upon his/her return to work it is agreed that he/she will forfeit one (1) paid sick leave day.
3. Drivers may use up to three (3) days per year of their accumulated sick leave for illness in the immediate family when the driver must be absent to care for said member of the immediate family. For the purpose of this article immediate family will be defined as spouse, mother, father and children.
4. The Supervisor of Transportation will make available to each driver by the first pay period in September an accounting of the number of unused sick days accrued.

ARTICLE 15 – Continued

5. The Superintendent of Schools agrees to a reserve fund of 150 sick leave days. A driver who has used up his/her sick leave by an extended absence due to illness or injury may apply to the Superintendent for additional sick leave days from this fund. The Superintendent may approve or disapprove said request. If approved, such additional leave may be granted to a maximum of ten (10) school days.
6. If a driver does not use any sick days in a school year (July 1 - June 30) then that driver will receive one additional paid holiday. Payment for this day will be equal to the driver's regularly assigned hours times the driver's hourly rate during the year in which no sick days were used.

ARTICLE 16

**EXTRAORDINARY LEAVE OF ABSENCE**

1. The Superintendent of Schools recognizes that certain circumstances other than personal illness and injury are beyond an individual's control and may require absence from regular duties. Therefore, drivers, for compelling reasons may be allowed extraordinary leave of absence during the school year if approved by the Assistant Superintendent for Administration and Personnel, or his/her designee.
2. Extraordinary Leave shall not be granted for a day immediately prior to the commencement of, or a day immediately following a scheduled holiday or recess, except for an emergency. Approval for such emergencies will be at the discretion of the Assistant Superintendent for Administration and Personnel, or his/her designee.
3. Requests for Extraordinary Leave must be submitted on the appropriate form to the Assistant Superintendent for Administration and Personnel or his/her designee, through the Supervisor of Transportation. The reason for the request must be stated on the form.
4. At least three (3) days notice, except in an emergency, will be required.
5. In an emergency situation, the driver must contact the Supervisor of Transportation, or his/her designee. Upon return to work the driver will submit to the Assistant Superintendent for Administration and Personnel, or his/her designee, the request for the said day(s) under the provision of this article.
6. The total time allowed for all Extraordinary Leave absences during any given school year shall be limited to three (3) days. An employee may be granted more time at the sole discretion of the Assistant Superintendent for Administration and Personnel, or his/her designee. The allowance of this article is not accumulative.

## ARTICLE 16 – Continued

7. Leave of absences under the provision of this article are not deducted from allowances for absences due to personal illness or injury.
8. Loss of pay for any intentional misuse of extraordinary leave will be contingent upon the recommendations made to the Superintendent by the Assistant Superintendent for Administration and Personnel.

## ARTICLE 17

### BEREAVEMENT LEAVE

1. It is the purpose of this Article to authorize the payment of full salary for a period not to exceed three (3) days to any driver assigned and working a regular per day schedule throughout the school year who is absent as a result of a death in the family.
2. For the purpose of this article, the term "family" shall include father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, daughter-in-law, son-in-law, grandchildren, aunt, uncle, and "significant other" living in the home at the time of death.
3. It is expected that notification shall be given to the Supervisor of Transportation or his/her designee so that necessary arrangements for substitutes can be made. Verification of the relationship of the bereaved party may be required by the Supervisor of Transportation. In the case of a death of other person(s) not covered by Section 1, who played a significant role in the life of the unit member, the Superintendent may at his/her discretion grant additional day(s) of bereavement.
4. Any leave of absence granted under this article is not deductible from leave of absence allowed for illness. The limit of three (3) days is for each occurrence.
5. Under extraordinary conditions, the Superintendent may, at his discretion, grant additional time upon written request.

## ARTICLE 18

### PREGNANCY AND CHILD REARING LEAVE

1. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

## ARTICLE 18 – Continued

2. Drivers disabled due to pregnancy will be expected to return to their duties as soon as their physician and the school physician considers them to be no longer disabled.
3. Drivers desiring a child rearing leave of absence following the disability of pregnancy may make application for such leave to the Superintendent of Schools.
4. Child rearing leaves will be granted under the following conditions:
  - a. Such child rearing leave will be granted without pay or paid benefits.
  - b. Such child rearing leave shall be granted in multiples of one (1) semester for a total maximum leave period of one (1) year. Forty (40) days notice will be required for requests for child rearing leave, unless medical requirements preclude such notice.
  - c. A driver granted a child rearing leave during the first semester of a school year will retain his/her established salary level for the year he/she returns to active service.
  - d. All drivers returning from approved child rearing leaves shall, upon request, be restored to the same or equivalent positions they held at the time the leave was granted, if at all possible.
  - e. A driver may continue in the district's health insurance plan during the time of leave upon payment of premiums for said driver.

## ARTICLE 19

### PERSONAL LEAVE OF ABSENCE

1. A leave of absence of up to one (1) year without pay or any other benefits may be requested by any driver who has been employed by the District as a driver for more than three (3) years.
2. Said request must be in writing to the Superintendent and is subject to approval or disapproval by the Superintendent or his/her designee. Forty (40) days notice will be required for requests for personal leave, unless personal or emergency circumstances preclude such notice.
2. A driver may continue in the District's Health Insurance Plan during the time of leave at no expense to the district.

## ARTICLE 20

### MANDATORY MEETINGS/TRAINING

1. Drivers will be reimbursed at their regular wage scale for mandatory meetings called for the purpose of complying with Regulations of the Commissioner of Education Relating to Safety Aspects of School Bus Driver Employment and Bus Operation.
2. Drivers must attend at least two (2) of the sessions offered each year.
  - a. Drivers not in attendance for one (1) of the two (2) required sessions may be subject to two (2) days suspension without pay.
  - b. Drivers not in attendance for two (2) of the two (2) required sessions may be subject to dismissal.
  - c. The Supervisor of Transportation shall consider extenuating circumstances regarding the implementation of the disciplinary actions described in Sections 2a and 2b of this article.
  - d. Determinations regarding discipline under this article shall be made during the annual review period.
3. The School District will make a reasonable effort to provide, in compliance with N. Y. S. Education Law, special training for drivers of the handicapped. This training will be mandatory for all drivers of the handicapped. Those other than assigned drivers of the handicapped may volunteer for said training so as to be used as substitutes on handicapped runs.
4. The District will compensate new drivers required to attend the N.Y.S. S.E.D. thirty (30) hour basic school bus driver training course a stipend of \$100.
5. If drivers voluntarily participate in staff development activities (e.g. inservice courses, college courses) related to their work and approved by the Supervisor of Transportation, they shall receive \$6.50/hour for their participation upon successful completion of the course. This payment will be made in the last paycheck in June.

## ARTICLE 21

### PERSONAL FOLDERS

1. Each driver will have the right, upon reasonable request and at reasonable times as determined by the Supervisor of Transportation and with the Supervisor of Transportation or his/her designee present, to personally review the contents of his/her complete personal file kept in the Transportation Department Office.



ARTICLE 21 – Continued

2. In any instance where an entry has been made, it shall be signed by both parties, placed in the driver's folder and a copy given to the driver. If the driver agrees or disagrees with any entry, he/she may so indicate in writing and such statement shall become an attachment to said entry.

**ARTICLE 22**

**UNION RIGHTS**

1. District facilities shall be available for Union meetings upon request by the Union President with the approval of the appropriate Administrator.
2. Drivers required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing and/or any official business arising under the Taylor Law shall be permitted release time with full compensation.
3. The District and the Union agree to make available to each other information relevant to negotiations and the processing of grievances.
4. The District shall permit a Union delegate one (1) day without loss of pay for the purpose of attending the conventions of the New York State United Teachers and its national affiliates. The District shall permit the Union president or his/her designee five (5) days without the loss of pay to conduct Union business.
5. When a driver feels that he/she has cause to disagree with the action taken by the Supervisor of Transportation (or his/her designee) regarding his/her discipline or dismissal, he/she shall informally discuss said action with the Supervisor of Transportation.
6. If, after informal discussion, the driver still is not satisfied with the action taken, then he/she may initiate formal grievance procedures as per Article 11 of the Agreement.

**ARTICLE 23**

**RETIREMENT PLAN**

Effective January 1, 1990, the 75j Retirement Plan, plus Option 41-J (Application of Unused Sick Leave) of the New York State Employees' Retirement System shall be fully paid for by the District.

## **ARTICLE 24**

### **SAVING CLAUSE**

1. This Agreement and all provisions herein are subject to applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

## **ARTICLE 25**

### **CLASSIFICATION OF DRIVERS**

1. Regular driver: unless otherwise noted, all references in the agreement to “driver” refer to all members with full time regular, permanent assignments.
2. Substitute driver: a substitute has no regular full time, permanent, driving assignment. Unless specifically written, substitutes are covered under all articles of the agreement.
3. On-call driver: when a regular or substitute driver is not available, the District may find it necessary to “call-in” an experienced driver to cover an emergency. This category of driver is to be used only when all other avenues are exhausted. These on-call drivers include but are not limited to retirees, former employees, and/or drivers currently working for private enterprise.
4. On-call drivers are covered under Articles 1, 2, 4 (starting salary only), 6, 11, 21, 22, 23, 24, 25, and 26. On-call drivers will not supersede any right of regular and/or substitute drivers, including but not limited to the rights expressed in Article 7 “Driver Assignment” and Article 13 “Field Trips.”

## **ARTICLE 26**

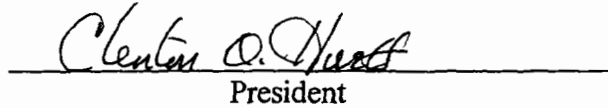
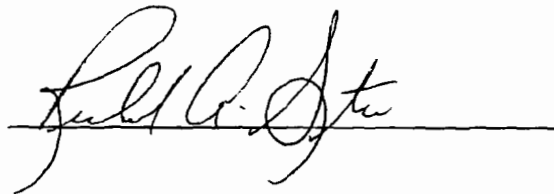
### **DURATION OF AGREEMENT**

1. This contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2005.
2. This Agreement between both parties may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SUPERINTENDENT OF SCHOOLS

GATES CHILI TRANSPORTATION UNION



President

12-9-03  
Date

Dec. 9, 2003  
Date