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Bus/ 4974

AGREEMENT

between

**ELDRED CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

and

SCHOOL BUS DRIVERS' ASSOCIATION

July 1, 2004 - June 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

This agreement is made by and between the Board of Education of the Eldred Central School District, herein referred to as the Board or Employer and the School Bus Drivers' Association of the Eldred Central School District, herein referred to as the Association or Employees.

Article I

APPLICABLE LAW

This agreement shall be construed in accordance with provisions of the Public Employees Fair Employment Act, the provisions of the Civil Service law, the provisions of the New York State Education Law, the Rules and Regulations of the Commissioner of Education and generally in accordance with the Laws of the State of New York.

Article II

RECOGNITION

Section 1. The Board recognizes the Association as the sole and exclusive negotiating agent and representative for all employees in the bargaining unit, that is, for all part-time bus drivers in the employ of the Board and specifically excludes any and all full-time school district employees.

Section 2. The Board agrees that the Association shall be the sole and exclusive negotiating agent and representative for the bargaining unit described in Article II, Section 1, for the purposes of collective bargaining and the settlement of grievances for the period described in Article XI.

E.W.



Article III

MANAGEMENT RIGHTS

Section 1. The Association recognizes and acknowledges that the Superintendent has exclusive rights with regard to the establishment of routes and the appointment, assignment, duties, transfer and termination of employee services, except as qualified by the following sections of Article III.

Section 2. Assignment of regular trips shall be done in accordance with the stated preferences of the drivers, on a seniority basis; i.e., the driver with the most seniority to have the first choice. These assignments are to be subject to later review and approval by the Superintendent. Any re-assignments as a result of such review shall not take place until the Superintendent has had a conference with the affected drivers and a representative of the Association. Ultimate authority over the assignment of regular trips shall rest with the Superintendent and his/her decision shall not be grievable. Drivers shall have the authority to pick a new run, on a seniority basis, two times during the school year. One such pick shall occur prior to the opening of school. The second pick will only occur if there are continuing problems with the assignments during the school year. The Superintendent and Association President shall discuss such problems prior to scheduling a second pick. At that time the following chronological procedure will be used: 1) Drivers may switch by mutual agreement and approval by the superintendent, 2) The driver may take an open run, and 3) The driver may "bump" the last driver hired and take over that run, to closely match previous hours.

Section 3. All special trips during and after the normal school day, such as field trips, shall be awarded to regular part time drivers and substitute drivers on a seniority basis

and in rotation. A list of drivers by seniority will be kept and trips assigned by moving down the list. If a driver is unavailable for assignment, the next driver on the list will be given preference for the trips. The Transportation Coordinator will post trips to be picked as soon as they become available for the month. The Transportation Coordinator will call in drivers following seniority order to make their pick for that month. Drivers must inform the transportation coordinator by the 20th day of the preceding month if they are not interested in being considered for special trips. The transportation coordinator will assign trips that have not been picked by seniority starting with the lowest seniority and then moving up. The transportation coordinator shall, in special circumstances, such as a late schedule trip or a trip that a particular driver has had difficulty with, be able to make assignments at his or her discretion. Drivers wishing to be considered for special trips must be in attendance unless there are extenuating circumstances such as performing a duty for the school district that necessitates the absence. If such is known prior to this meeting, then the bus driver shall make his/her concerns known to the Transportation Coordinator. Any other circumstance must have prior approval of the Superintendent of Schools. The respective group of drivers that do pick trips in a given month, will be responsible for any additional trips that are scheduled during that month. This is not to exclude any driver that did not pick initially, from picking the late scheduled trip. No compensation will be given for the meeting. Should no driver pick that late scheduled trip, then it will be assigned to a driver from the respective group that picked initially. This will be done by seniority, starting from top to bottom, on a rotating list, leaving off with the next driver in line, should it occur again.

E.W.



If no driver or drivers pick any trips for a given month, trips will be assigned to the entire list of bus drivers by seniority, starting from the top to the bottom. In either case, seniority will be followed as strictly as possible. Due to extenuating circumstances however, some assignments must be made at the discretion of the Transportation Coordinator.

Section 4: Should a special trip be canceled, the driver effected will be offered the rescheduled trip. If the trip is not rescheduled, or the driver is unavailable for rescheduling, the driver will be offered any trips that become available. Rescheduled trips, not picked by the initially scheduled driver, will be assigned as in section 3.

Section 5. Late Bus Runs: Late Bus Runs will be assigned by seniority as outlined in section 3.


Article IV

COMPENSATION

For the time period July 1, ²⁰⁰¹1999 through June 30, 2002, the following compensation schedule will apply:

Types of Compensation	2004-05	2005-06	2006-07	2007-08
Runs (Per Run)	27.75	28.25	28.50	28.75
Special Runs*(Per Run)	46.50	50.25	53.75	57.50
Extra Trips-Driving (Per Hr.)	14.00	14.50	14.75	15.00
Extra Trips – Waiting (Per Hr.)	12.00	12.00	13.50	15.00
Washing (Per Wash)	9.75	11.50	13.25	15.00

*Special Runs: Special runs will be determined by the Superintendent of Schools.

E.W. 

Article V

FRINGE BENEFITS

PAID HOLIDAYS

3 - Full - Pay Paid Holidays (Columbus Day, Thanksgiving & Memorial Day)

5 Half - Days - Pay Paid Holidays (Five morning runs paid during the winter break)

The regular AM/PM runs shall include all necessary preparation time prior to and after each bus trip. When a driver is delayed for reasons beyond his/her control, on his/her regular run, more than 30 minutes, that driver will be compensated for that time.

On special trips, compensation will be calculated for each full quarter hour. For trips requiring an 8-hour commitment by the driver, the driver will be reimbursed for his meals at the following rates:

Lunch - up to \$5.00; Dinner - up to \$10.00. A receipt for the meals must be handed in at the completion of the trip to the Transportation Coordinator. If a special situation should arise involving a driver's meal(s), compensation will be at the discretion of the Transportation Coordinator, at the same level of cost listed above.

FRINGE BENEFITS

Definitions: A "day" referred to throughout Article V - Fringe Benefits is equal to the cost of a regular AM/PM run. Similarly, a percentage of a day (e.g. 50%) is equal to either a regular AM or PM run, whichever is applicable. Extra runs in both cases are excluded.


E.W



Section 1. All regular part-time bus drivers who have completed one full year (180 days) of satisfactory service will be eligible for an accumulation of one (1) sick leave day per 18 working days to ten (10) for one (1) contract year period starting after the completion of 180 working days of service. All regular part-time bus drivers eligible for sick days may contribute one sick day to the regular part-time bus driver sick bank if said driver and/or drivers have not taken a sick day after the completion of 90 days. After a regular part-time bus driver has taken two consecutive sick days, a doctor's certificate will be required by the Transportation Coordinator or Superintendent of Schools. At the end of each year of this multi-year contract, the Eldred Central School District will buy back all of the accumulated unused sick days of the regular part-time bus drivers at the following rates:

<u>Number of absences used</u>	<u>Rate of buyback of unused days</u>
3-1/2 days	100%
4 – 6 days	75%
7 or more days	50%


Section 2. The Eldred Central School District will grant to all regular part-time bus drivers and part-time single run bus drivers two personal days per 180 working days after they have completed 180 working days of successful service. When requesting a personal day, such request must be made in writing at least 24 hours in advance to the Transportation Coordinator and a copy submitted to the Superintendent of Schools. Extenuating circumstances must be approved by the Superintendent and will be considered with respect to the 24-hour notice.

E.W. 

Section 3. The Eldred Central School will grant to all regular part-time bus drivers and part-time single run bus drivers who have completed one full year (180 working days) of successful service, three (3) bereavement days per 180 working days, for a death in the family. Family shall be defined as the parents of the driver or driver's spouse, the children of the driver, brothers and sisters of driver or driver's spouse, grandparents of driver or driver's spouse, and any other member of the driver's family living under the driver's roof. Three (3) bereavement days will be granted with pay. The bereavement days not used by any regular part-time bus driver shall not be considered as additional accumulated sick days.

Section 4. TIME OFF: When a bus driver requests and is given time off, or does not show for his assignment, this time shall be counted against a sick day. Since a regular day consists of an AM/PM run, then each shall be considered a half sick day. This then will count against the driver's compensation of buying back sick days; for example: if a driver requests time off on 4 half days, he/she shall have 2 full sick days deducted. If the driver is required by law to attend court, official business or represent the school on official matters, the Superintendent must be notified and he/she may give an excuse absence, not deducted from personal or sick leave. In such a case, prior administrative approval must be received.

Section 4. LONGEVITY: After 5 years of continuous service by an employee to the employer of this unit, the employer shall pay to such employee in addition to the salary or wage set forth in this contract, the following amount during each year of service to the employer:

E.W. 

<u>Years</u>	<u>Longevity Pay</u>
6 th to 10 th , inclusive	\$100.00
11 th to 15 th , inclusive	\$200.00
16 th to 20 th , inclusive	\$300.00
21 st to 25 th , inclusive	\$400.00
26 th , and thereafter	\$500.00

Section 5. Beginning with the 1996-97 school year, all regular part-time drivers who have completed 180 working days of successful service will be granted one (1) paid federal holiday per school year. Beginning with the 1998-99 school year, this provision will increase to two (2) paid federal holidays per school year.

Section 6. Beginning with the 1997-98 school year, all regular part-time drivers who have completed 180 working days of successful service will be granted vacation pay during the week between Christmas and New Year for five (5) days at rate of 50% per day (i.e. half pay or the equivalent of one (1) regular AM/PM run).

Article VI

WORK DAY AND WORK HOURS

Section 1. The normal work day for members of this unit shall consist of the time required to transport students as assigned immediately before and after the school day, except for single run drivers as detailed in Section 7.

Section 2. Each driver shall report fifteen (15) minutes prior to the established departure time for any trip he/she is assigned in order to inspect and ready his/her vehicle. Failure to report 15 minutes prior to the established departure time will cause

the trip to be reassigned to any qualified driver employed by the district at the sole discretion of the Transportation Coordinator.

Each driver shall be given a sheet indicating those areas that must be checked during this 15-minute inspection time. This sheet shall be for the morning and the afternoon run. It shall be signed by each bus driver for both the morning and afternoon run and returned to the bus mechanic.

Drivers should also maintain cleanliness of their bus and wash windows inside/outside, front and back, as often as necessary. Drivers shall be required to adhere to the regulations established by the Board of Education.

Section 3. Time to maintain the cleanliness of the vehicle, submitting appropriate reports or completing other assigned duties will be required and considered as part of the basic compensation provided for each trip. This additional time will normally be fifteen (15) minutes, and it may only be extended on prior approval of the Superintendent. Equipment needed to maintain the cleanliness of the vehicles will be provided by the school district and be placed in an easily accessible area.

Each bus driver is required to wash his/her bus once a week including windows inside/outside. Consideration shall be given to this duty according to weather conditions. Compensation shall be at the rate indicated in Article IC – Compensation (Table) for Washing.

When conditions warrant changes, the bus driver may so change the time schedule to accommodate the driver's requirements in order to complete these services to assure the preparation/cleaning gets done.

E.W. 

The week before the opening of school, each driver shall be responsible for thoroughly cleaning the inside/outside of his/her bus at the rate stipulated for preparation time. Limit shall not exceed three hours.

Section 4. All drivers shall be required to report on all days school shall be in session and, if unable to report, shall provide a minimum of 24 hours notice, if possible, of their inability to so report to the Transportation Coordinator or his/her designee. Drivers failing to notify the administration of his/her absence for a run, will be suspended at a later date from driving that run for which he/she failed to notify. Such suspension shall be at the discretion of the administration.

Section 5. On a day of emergency closing, the driver will be paid for the morning trip.

Section 6. A leave of absence may be granted for 18 working days at the discretion of the Superintendent of Schools or his/her designee. An extended leave of absence may be requested of the Board of Education. The Board reserves the right to limit and/or extend such leave.

Whenever a leave of absence is granted, all sick leave accrued, as well as seniority, shall remain intact prior to leave of absence.

Section 7. Single run drivers shall be considered as regular part-time employees covered under this contract and, as such, shall be entitled to all benefits of said contract, except for the following: he/she shall be prorated on a 50% reduction for sick day benefits, bereavement, and personal time, holidays, vacation and snow days.

Section 8. Vacation should be taken when at all possible during school breaks. Exceptions to this will be determined on a case-by-case basis by the Superintendent of Schools. Two (2) weeks' notice is required for approval of vacation time.

E.W. 

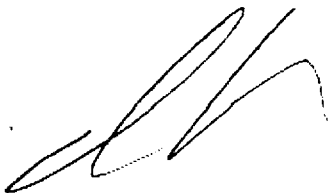
Article VII

GRIEVANCES

Section 1. Any grievance arising as to the manner of interpretation or application of any of the provisions of this agreement, or rights claimed to exist, thereunder, shall be processed as follows:

- a) The facts concerning the grievance shall be reduced to writing by the employee or person urging same and submitted to the representative of the Eldred Central School District School Bus Drivers' Association within 30 days of the alleged event.
- b) The representative of the Association will, within 24 hours thereafter, present the facts concerning the grievance, in writing to the Transportation Coordinator.
- c) If the grievance is not acted upon by the Transportation Coordinator within 48 hours, then the representative of the association will present the facts concerning the grievance to the Superintendent of Schools.
- d) In the event the grievance is not resolved within ten (10) days of submission of same to the Superintendent of Schools, the representative may submit the grievance to the Board.

Section 2. The Board of Education shall resolve the grievance considering the best interests of the district and the employees, however, such settlement shall not cause any terms to be added to or subtracted from this agreement, not any provisions, thereof, amended, modified, or changed.

E. W. 

Article VIII

PHYSICAL REQUIREMENTS

Bus drivers who fail to pass the physical requirements to certify that to drive the bus may be assigned work within the district according to what is available at that time, at the discretion of the Superintendent. This request will be given priority as long as there is indication that the bus driver can report back to work as a bus driver. In no case will this be extended more than three months. The rate of pay shall be established by the Board of Education.

Article IX

NON-ABROGATION OF RIGHTS

Nothing in this agreement shall be construed that the Board has abrogated its rights, duties, or obligations under the New York State Education Law or the Rules and Regulations of the Commissioner of Education of the State of New York.

Article X

SEPARABILITY AND COMPLETE AGREEMENT

Section 1. If any part of this agreement is declared invalid by a court of competent jurisdiction or any decision of any authorized governmental agency, such invalidation shall not invalidate the remaining portions of this agreement.

Section 2. This agreement constitutes the complete understanding of the parties and it may not be amended or modified prior to its termination except by written agreement of the parties concerned hereto.

E.W. 

Article XI

AMENDMENT TO THE TAYLOR LAW

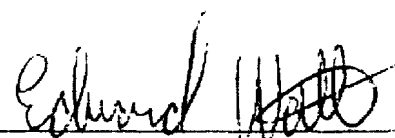
In accordance with Section 204 (a) of the Taylor Law, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XII

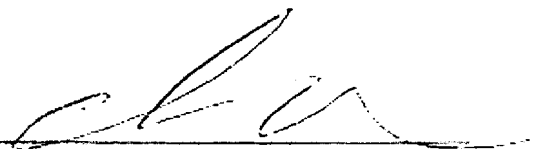
TERM OF AGREEMENT

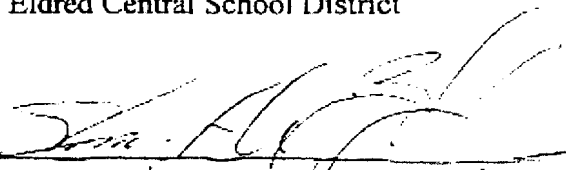
This agreement shall become effective as of July 1, 2004 (retroactive) and shall remain in full force and effect until June 30, 2008.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized agents this 7th day of October, 2005.

By: 
President

Eldred Central School District
School Bus Drivers' Association

By: 
Superintendent of Schools

Eldred Central School District

Board of Education President