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Contract Database Metadata Elements

Title: **Cattaraugus-Little Valley Central School District and Cattaraugus-Little Valley Central School District School Bus Drivers Unit (2004)**

Employer Name: **Cattaraugus-Little Valley Central School District**

Union: **Cattaraugus-Little Valley Central School District School Bus Drivers Unit**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/09**

PERB ID Number: **4720**

Unit Size: **23**

Number of Pages: **28**

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BUS/4720

**CATTARAUGUS -LITTLE VALLEY CENTRAL SCHOOL DISTRICT
MUTUAL AGREEMENTS**

**RESULTING FROM DISCUSSIONS BETWEEN
THE
SUPERINTENDENT OF SCHOOLS
AND
THE SCHOOL BUS DRIVERS' UNIT**

July 1, 2004 through June 30, 2009

RECEIVED

FEB 13 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

23

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CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL
CATTARAUGUS, N.Y. 14719

**SCHOOL BUS DRIVERS' UNIT AGREEMENT
2004-2005, 2005-2006, 2007-2008 AND 2008-2009**

.....

I. AGREEMENT

This is an AGREEMENT for school years 2004-2005, 2005-2006, 2006-2007, 2007-2008, and 2008-2009 entered into by and between the Cattaraugus-Little Valley Central School Board, hereinafter referred to as the Employer, and the School Bus Drivers' Unit of Cattaraugus-Little Valley Central School, hereinafter referred to as the Employee. Agreement to be in effect from July 1, 2004 through June 30, 2009.

II. PURPOSE AND INTENT

A. The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Unit.

B. The parties recognize that the interest of the School District and the job security of the Employees depends upon the Employers' success in establishing a proper service to the School District, except as may be required or authorized by law.

C. To these ends, the Employer and the Unit encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

III. RECOGNITION — EMPLOYEES COVERED

The Employer hereby recognizes the Unit as the sole and exclusive representative for the purpose of collective bargaining in the respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this contract of all the employees of the employer classified as School Bus Drivers for the Cattaraugus-Little Valley Central School District. Substitutes are not members of the bargaining unit and are not covered by the terms and conditions of this Agreement. Any reference herein to substitutes is made purely as a guideline.

IV. BUS DRIVER EMPLOYEE DEFINITION

A. Category I. An employee who drives home-to-school and school-to-home on a regularly scheduled basis.

B. Category II. An employee who drives home-to-school or school-to-home on a regularly scheduled basis.

C. **Special Definition.** Substitute: A substitute driver is not a regularly assigned driver. The substitute driver may not sign up for extra runs, missed trip runs or athletic runs unless a Category I or II driver is not available or in the case of an emergency.

V. AID TO OTHER LABOR ORGANIZATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the above mentioned Unit.

VI. STEWARDS

The Unit shall be represented by a regular steward and an alternate steward who shall be regular employees of the Cattaraugus-Little Valley Central School District.

VII. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Unit and the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Unit. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and the Unit representatives.

VIII. GRIEVANCE PROCEDURE

A. Definitions:

1. Negotiating unit member shall mean any employee in the negotiating unit.

2. Administrator shall mean any person hired by the Board of Education responsible for or exercising any degree of supervision or authority over employees.

(a) Chief Administrator shall mean the Superintendent of the District.

(b) Immediate Supervisor shall mean the Head Bus Driver/Dispatcher.

3. Aggrieved Party shall mean the Unit or any person or group of persons in the negotiating unit filing a Grievance.

4. Grievance is a claim by any negotiating unit member, by the Unit or by any group of negotiating unit members that this Agreement has been violated.

5. The Unit shall mean the employee organization known as the School Bus Drivers' Unit.

B. Basic Principles:

1. Nothing herein contained will be construed as limiting the right of any negotiating unit member having a Grievance to discuss the matter informally with any appropriate member of the administration and to have the Grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

2. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a Grievance at the earliest possible stage is encouraged.

3. An aggrieved party shall have the right to present Grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

4. A Grievance must be initiated within twenty-five (25) working days of whenever such Grievance occurs.

5. All Hearings shall be confidential.

6. All costs involved shall be borne by the parties incurring such costs, except as set forth in C. 5. (f).

7. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each Administrator shall have the responsibility to consider promptly each Grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.

8. Times stated for processing of Grievances and steps of the procedure may be waived if the parties agree in writing.

9. All Hearings, formal and informal, shall be held during the normal business hours, except all reasonable effort shall be exercised by all parties to schedule such hearings and meetings so as not to interfere with the normal work schedule of the employees involved.

C. Procedures:

1. Informal Stage: The aggrieved party shall informally discuss the Grievance with his/her Immediate Supervisor in an attempt to resolve it. The aggrieved party shall clearly state to his/her Supervisor that he/she believes he/she has a Grievance. The Unit must be notified of any resolution of a Grievance at this level.

2. Written Stage: If the Grievance is not resolved at the Informal Stage, the aggrieved party shall present a written statement of the Grievance to his/her Immediate Supervisor within the time limit specified in B. 4. The Supervisor shall deliver a written decision to the aggrieved party not later than the fifth (5th) working day after the day on which the Immediate Supervisor received the written Grievance.

3. Association Grievance Committee Stage: If the aggrieved party is not satisfied with the written Decision at the conclusion of the Written Stage and wishes to proceed further under this Grievance Procedure, the aggrieved party shall, within three (3) workdays, present the Grievance to the Unit's Grievance Committee for its consideration which shall make its determination within five (5) workdays of the time the Grievance was presented to it.

4. Formal Stage:

(a) Within three (3) workdays after the determination has been made by the Unit at the preceding stage, the aggrieved party shall make a written request to the Chief Administrator for review and determination.

(b) Within five (5) working days of the day the Chief Administrator receives the request pursuant to paragraph (1), the Chief Administrator shall meet with the aggrieved party and his/her representatives (if any) to review the Grievance and attempt to resolve it.

(c) The Chief Administrator shall deliver his/her written Answer to the Grievance to the aggrieved party within five (5) working days after the meeting held pursuant to paragraph (2) of this subsection.

5. Arbitration Stage:

(a) If the Unit is not satisfied with the Answer at Formal Stage, it may submit the Grievance to Arbitration by written Notice to the Chief Administrator within fifteen (15) working days of the Answer at Formal Stage.

(b) The Unit shall give notice of its decision to submit a Grievance to Binding Arbitration in accordance with the Rules of the Public Employment Relations Board with a copy to the office of the Chief Administrator.

(c) The selected Arbitrator will hear the matter promptly and will issue his/her Decision within a reasonable time from the date of the close of the Hearing, or, if oral Hearings have been waived, then from the date that the final statements and proofs are submitted to him/her. The Arbitrator's Decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

(d) The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(e) The Decision of the Arbitrator shall be final and binding upon all parties.

(f) The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Unit.

(g) The Arbitrator provided for herein shall not have the authority to add to or subtract from this Agreement, but shall be limited to determine the application of an express provision of this Agreement to the Grievance presented.

D. Grievance Procedure - Time Of Answers

1. The Employer will answer in writing any grievance presented to it in writing by the Unit:

(a) By the Head Bus Driver/Dispatcher or Superintendent of Schools within five (5) working days.

(b) By the designated representative of the Employer within fifteen (15) working days from date of the meeting at which the grievance was discussed.

(c) The grievance must be presented in writing by the stewards to the Supervisor or Superintendent within fifteen (15) calendar days after knowledge of its occurrence in order to be proper matter for the grievance procedure.

IX. SENIORITY

A. Employees shall be entered on the seniority list from the date of full-time employment...(Category I & II). There shall be no seniority among substitute employees. Seniority shall be determined within the unit in accordance with the employee's last date of hire as a Category I or Category II driver.

B. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

C. The seniority list on the date of this agreement will show the names and date of hire of all employees in the Unit entitled to seniority.

D. The Employer will keep the seniority list up-to-date at all times and will provide the Unit with up-to-date copies at least once every year if requested. The Unit will provide the Head Bus Driver/Dispatcher with a Unit representative that will help in maintaining a seniority list by the first Tuesday in September.

E. Filling of Vacancies

1. When a Category I vacancy, opening, or new assignment occurs, the Head Bus Driver/Dispatcher shall post such position and eligible drivers may apply. Preference for both Category I and Category II positions shall be given to seniority among qualified unit members. Unit members shall be presumed to be qualified. A determination that a unit member is not qualified can only be made by the Superintendent of Schools and must be in writing with reasons given.

2. Should there be no qualified applicant from within the unit, the Head Bus Driver/Dispatcher has the right to recommend a list of up to 3 candidates to the Superintendent of Schools who in turn will recommend a candidate to the Board of Education.

F. Any driver on a regular run can bump the driver with the least seniority if his/her run has been terminated. If two or more drivers' runs have been terminated, the most senior among the bumping drivers shall have first choice of the runs of the drivers being bumped.

G. A preferred eligible list will be established by the District to account for the status of regular run drivers whose run were terminated. The list will be used to fill regular runs when they become available. The following guidelines apply to the preferred eligible list:

1. a regular run driver whose name appears on the list may still drive as substitute driver,

2. if a driver whose name appears on the preferred eligible list refuses to accept the first available regular run offered to him/her, then that driver's name will be removed from the list,

3. for illustration purposes, the driver whose run has been terminated the longest will have his/her name appear at the top of the list and so on,

4. if a driver whose name appears on the preferred eligible list is offered and accepts the first available regular run, then his/her name will be removed from the list.

X. LEAVES OF ABSENCE

A. Unpaid Leave

1. Leaves of Absence for reasonable periods, as defined below, will be granted without loss of seniority but with loss of pay, loss of experience step, and loss of longevity for year or date of years off. Current year credit may be given for step and/or longevity if Leave of Absence starts in second half of school year. If employee returns in first half of school year, credit may be granted for current year.

2. The District will grant an unpaid leave of absence for purposes of study, family or personal reasons to any unit member with three (3) years or more of service to the District. Such leave shall not exceed one (1) year in duration. No unit member shall be entitled to such unpaid leave of absence if one (1) has been granted to him or her within the past three (3) years, except for those events which would qualify for Family Medical Leave or for any other reason acceptable to the District. While on such leave, a unit member may opt to continue in the District's insurance programs with premiums paid at his/her own expense. While on such unpaid leave of absence, the employee will not accrue any seniority, nor be accredited any sick days or vacation days and upon return to active service shall be credited with vacation days earned based on seniority and sick days prorated for the remainder of the fiscal year in which the employee returns for the period of time of that fiscal year that the employee works. In no event, will the District be required under this section, to have on unpaid leave of absence more than two (2) unit members at a time, except for those events which would qualify for Family Medical Leave or for any other reason acceptable to the District. No leave of absence shall be used for employment on another job or with another employer.

B. Sick Leave

1. All Category I drivers will receive thirty (30) sick trips per year. Category II drivers will receive fifteen (15) sick trips per year. Sick trips will not be permitted for athletic or 4 p.m. runs unless every reasonable attempt by the driver is made to contact the bus dispatcher by 12:00 p.m. All Category I and Category II drivers may accumulate sick trips up to a maximum of two hundred (200) sick trips, as designated in the driver's schedule. Any additional sick trips earned in excess of two hundred can be donated to the Sick Leave Bank upon the driver's request. Unless the Category I and Category II employee has accumulated or has retained ninety (90) trips, no paid sick leave will be granted. If a Category I and Category II employee has failed to accumulate or has failed to retain ninety (90) trips, he/she may apply to the Superintendent in writing, for such paid sick leave up to the number of trips that he/ she has accumulated or has retained. The Superintendent may in his discretion, on a case by case decision, grant paid sick leave up to the number of trips that the Category I and Category II employee has accumulated or has retained. The Superintendent's decision is final and it may not be used as "precedent" or as "past-practice" for any future applications under this provision. Accumulation shall accrue at no more than two (2) trips per day for any employee.

2. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically. Serious illness of husband, wife, child, mother, father, mother-in-law, father-in-law, may warrant use of sick leave by the employee after arrangements have been made with his immediate supervisor. A doctor's certificate may be required for sickness longer than three (3) working days.

3. Three (3) days per occurrence may be used for death in the immediate family, not to be deducted from accrued sick leave. Immediate family is defined as mother, father, grandparents, spouse, brother, sister, mother-in-law, father-in-law, child of the employee or the spouse of the employee.

4. Employees will receive a yearly statement of accrued sick leave.

5. If a driver is on sick leave for ten consecutive weeks or more, the Bus Dispatcher can reassign the absent drivers runs to another driver.

6. Any driver who uses no sick leave for one year will receive a \$100 U.S. Savings Bond.

C. Sick Leave Bank

1. A sick leave bank shall be available to unit members. Only members of the sick leave bank may utilize the bank. Unit members may join the bank by contributing four (4) sick leave trips to the bank. Bank members may voluntarily contribute additional sick leave trips. Donations to the sick leave bank will not be counted against the perfect attendance award.

2. A unit member must be a member of the sick bank for a period of no less than three (3) months before withdrawing any days from the bank. When the sick bank reserve falls below thirty (30) trips, bank members may be assessed two (2) additional sick leave trips. The maximum contribution per school year shall be six (6) sick leave trips per bank member.

3. Bank members may withdraw a maximum of sixty (60) sick leave trips per school year, if the trips are available in the bank, and a lifetime maximum of one hundred eighty (180) sick leave trips. Sick leave bank trips will be expended at the same rate per day as the number of regularly scheduled runs per day for the unit member utilizing the trips. Before withdrawing trips from the bank, a bank member must first exhaust all sick and personal leave and wait a period of at least three (3) working days without pay. Sick leave trips may be used only for personal or family illness, as delineated by this Agreement. A physician's statement must be provided. The sick bank will be administered by the Association and implemented by the District.

D. Personal Business Leave

1. All employees covered by this agreement shall be permitted: Category I - 8 trips; Category II - 4 trips leave each year. Arrangements for the use of personal business leave time off shall be made by the employee with his immediate supervisor at least three (3) days in advance unless an emergency arises that precludes such notice.

2. Personal business days may not be taken immediately prior to or immediately following a scheduled school recess, holiday, or vacation day, nor any first day of hunting or fishing season, except the Bus Supervisor may authorize such days as valid within his discretion.

3. Unused personal business days will be added to accumulated Sick Leave.

E. Paid Holidays

All drivers, Category I and Category II, receive twelve (12) paid holidays per year. The paid holidays shall be Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, Day after Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day, Good Friday, and Memorial Day.

F. Unit Business Leave

The Cattaraugus-Little Valley School Bus Drivers' Unit shall be provided 6 trips of paid leave for the conduct of Unit business by the president or his/her designee. The Unit shall provide 48 hours notice to the use of these trips.

XI. BULLETIN BOARD

A. The employer will provide a bulletin board with all postings furnished to the appropriate personnel involved.

B. All open runs will be posted for one week. Bus runs not filled by a permanent employee will be posted within 30 days, except in the case of a medical or other Board approved leave.

XII. HEALTH INSURANCE

A. All regularly appointed employees assigned full-time or full-schedule shall be entitled to coverage in the Allegany-Cattaraugus Schools Medical Plan and "Major Medical" with "Managed Care" with the following prescription coverage: \$10 brand-name, \$4 generic, \$1 mail-order. Coverage shall be as follows:

As of July 1, 2004, new hires or employees who choose to remain in the above-mentioned plan shall receive family or single coverage. The employee's contribution for insurance coverage shall be the annual premium cost difference between the Allegany-Cattaraugus Schools Medical Plan and the Allegany-Cattaraugus Self Funded HMO Plan. The employee's premium shall be deducted from each paycheck.

1. To qualify for these health insurance benefits, an employee must work a minimum of twenty (20) hours per week or earn a minimum salary of Two Thousand Dollars (\$2,000) per year.

2. Any coverages or benefits in the Plan which are, in the judgment of the Association, a diminishment in health insurance coverage or benefits in effect on June 30, 1993, will be negotiated with and agreed to with the Association by the District prior to their becoming effective.

3. The medical records of each participant member (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

4.

A. The Cattaraugus-Allegany Self funded Choice Plan (HMO-POS) or other mutually agreeable HMO options, shall be offered to bargaining unit members as an option to the Cattaraugus-Allegany Self Funded Medical Plan described above (with a three tier prescription co-pay). The District will pay the full amount of the premium up to, but not to exceed the amount the District would have to pay for the member's coverage under the Cattaraugus-Allegany Self Funded Medical Plan described above. Any member assigned full time or full schedule who is hired after the effective date of this Agreement, and any other member assigned full time or full schedule who is not receiving insurance coverage as of the effective date of this Agreement shall be eligible for health insurance coverage under the Cattaraugus-Allegany Self Funded Medical Plan as described above, or the HMO or HMO-POS option as provided in this paragraph.

The District will continue the current practice of allowing bargaining unit members who want to switch health insurance plans to do so in writing to the District no later than June 1st of each year.

An open enrollment period will be created upon successful ratification of this agreement to provide bargaining unit members the opportunity to switch from the Cattaraugus-Allegany Self Funded Medical Plan or to the Cattaraugus-Allegany Self funded Choice Plan (HMO-POS). A change in coverage can only be made on account of and consistent with a change in family status such as divorce, death of spouse, birth or adoption of a child or change in employment status of a spouse.

B. The District will establish a Flexible Benefits Plan for each bargaining unit member to be administered by P&A Administrators. The District will pay all administrative fees and will contribute \$100 annually to the Flex Plan of each bargaining unit member. The Plan shall include unreimbursed medical, dependent care, and qualified insurance premiums accounts. The Plan year shall be October 1 to September 30 of each year, and participant selection shall take place during the month of September of each year.

Unexpended funds in any Plan account at the end of the Plan year will be applied to administrative costs.

C. The District will make available single or family group dental insurance through one of the District's currently offered dental plans. The employees are responsible for paying for the cost of dental insurance through payroll deduction. The annual dental plan premium will be equally divided into a bi-weekly payroll period. The Cattaraugus-Little Valley Central School Bus Drivers' Unit will notify the District of the chosen plan provider.

XIII. WORKMEN'S COMPENSATION

A. Each employee will be covered by the applicable Workmen's Compensation Laws.

B. Statutory Disability Benefit with the Zurich American Insurance Company will be made available to Category I and II drivers. Costs for this plan will be shared by the driver and the district. The employee will contribute 1/2 of 1% of his/her gross salary to a maximum of \$.60 per week. The district will pay the remaining cost.

XIV. RETIREMENT PROGRAM

A. The Employer agrees to have the New York State 75B Retirement Plan available to full-time employees.

B. A Category I or II bus driver is entitled to 50% of his/her accumulated sick leave upon retirement provided the bus driver meets the following eligibility criteria:

1. The bus driver is 55 years or older and has provided the District with at least 10 years of driving service to the District.

2. The bus driver shall notify in writing the District Clerk of his/her intention to retire by April 1st of the year prior to retirement and no less than ninety (90) days prior to the effective retirement date, except for medical or other reasons acceptable to the District, submit an actual letter of retirement with an effective date during the fiscal year.

C. A unit member who retires shall receive a lifetime school pass.

XV. PLEDGE AGAINST DISCRIMINATION

A. The provisions of this agreement shall be applied equally to all employees in the Unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

XVI. EXTRA TRIPS (Category I & II)

A. All special or extra runs shall be posted on the bulletin board at least 48 hours in advance by the Bus Supervisor, except in case of emergency and signed by the Superintendent.

B. All special trips or runs will be scheduled to drivers whose names are listed on a rotating list posted on the bulletin board. If a driver cannot take a trip because of inadequate notice, the driver shall not forfeit his or her place on the rotating list.

C. It is expected that drivers whose names appear on the extra trip list will drive when their turn comes up or trade with another driver whose name is on the board at the present time or pass.

D. There shall be no trading on regular runs or BOCES runs. The only exception shall be that two substitute drivers off the rotational list for the BOCES runs may trade the afternoon and morning runs on the same day. The driver whose name comes up on rotation must either accept or pass on the trip. The current status of the rotational list shall be posted on Monday of each week and such posting shall be on the bulletin board provided for Union notices.

E. During overnight trips drivers will be paid Seven Dollars (\$7.00) per hour for all hours of the trip calculated from the time the driver begins his/her duties at Cattaraugus-Little Valley Central School until the time the driver's duties are complete at the School. If a meal is not provided the driver will be compensated at a rate of \$5.00 for Breakfast, \$7.50 for Lunch and \$10.00 for Dinner. During the trip and the driver must be available at all times as reasonably requested by the person in charge of the trip.

F. Bus drivers transporting passengers outside the boundaries of the Cattaraugus-Little Valley Central School District for all extra runs, and field trips will not have more than two passengers assigned per seat on the bus.

G. The Head Bus Driver/Dispatcher and the assigned Driver will establish route directions to and from all extra runs, and field trips. The assigned Bus Driver has the option to take a different route within reason if the route is detoured or not safe due to inclement weather.

XVII. SHOW-UP TIME

When an employee reports for work and the special or athletic trip or-run has been cancelled, he shall be paid a minimum of one (1) hour at his regular rate of pay to which he would be entitled. When late for a trip or run, he shall be docked the minimum of one (1) hour at his regular rate of pay.

XVIII. DISPLACEMENT OF SUPERVISION

A. The employer agrees that supervisory personnel will not displace or supplant any employee in the performance of duties covered by this agreement, except in an emergency

or when a limited number of students can be transported in the school car or wagon by the immediate coach or teacher.

B. A school vehicle with a capacity of less than nine (9) persons may be driven by a teacher or a coach when the trip requires staying overnight or longer. All trips requiring a larger (9 or more person) capacity vehicle will be operated by members of this unit only.

XIX. INDIVIDUAL CONTRACTS

Within a reasonable time after the commencement of the school year, the employer will provide each employee with an individual schedule of his/her route and the time allocated to travel the route and as much as possible a starting time. If circumstances change, the schedule will be modified.

XX. DISCIPLINE PROCEDURES

The Employer will support the bus driver from time to time when the need arises for student disciplinary problems. (See bus driving rules).

XXI. SPECIAL PERMISSION

The Employer shall grant permission to a driver to drive a bus a reasonable distance to find an eating place at meal time while on extra runs. The Employer will grant permission to bus drivers to put their personal cars in the bus garage while on extra runs or special night runs. The cars must be removed at the conclusion of the trip and not block another vehicle scheduled for a trip before they return. Keys must be left in the vehicles.

XXII. ICE CONTROL PROGRAM

The Employer will provide an ice control program to insure that the school drive, entrances, and the ice build-up in front of the bus garage doors is so that no undue slippery conditions persist and the garage doors are not frozen down. The Employees are expected to assist in this program when necessary.

XXIII. UTILITIES

The Employer agrees to have available telephone service for employees at all times. No employee shall conduct telephone conversations, unless an emergency situation, longer than three (3) minutes nor make any calls requiring special charge to the School District.

XXIV. EXTRA RUNS

A. Extra runs will be paid at \$1.00 less than Category I or II wages except a missed trip run which is four (4) hours or less will receive regular pay.

B. When buses are run on half-days of school (e.g., kindergarten screening, Parent-teacher conferences, Regents Days), regular drivers of those routes will be given the first opportunity to take these runs. If they refuse or cannot take the run, the Head Bus Driver/Dispatcher shall fill these runs as he/she deems necessary.

C. Any trip requiring a bus and a bus driver that can be run by a regular bus driver will be assigned to such driver from the bulletin board or the rotating list if such a driver can be contacted in sufficient time to appoint a driver and complete the necessary run.

D. Any one day trip requiring more than 5 straight hours of driving time one way (i.e. 10 hours total driving time) will require two drivers.

E. For those events for which the District purchases tickets for the students, the District shall also purchase a ticket for the driver.

F. A driver may take one guest with him/her on an Extra trip provided there is room.

G. No driver while serving as the only driver assigned to an extra trip bus shall be required to act as an aide, monitor or chaperone. No driver shall be assigned to provide toileting or personal hygiene care for a student.

H. Any driver asked to take two or more runs at the same time shall be paid for each run.

XXV. ALCOHOL AND DRUG TESTING

A. The Association and the District recognize alcoholism and drug abuse as illnesses which are treatable.

B. Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential.

C. All costs for implementing the drug testing program will be borne by the District.

D. Drug testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.

E. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two exceptions:

1. as required for compliance with state or federal regulations;
2. as required for appropriate disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

F. Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.

G. Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.

H. The employer and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.

I. Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

XXVI. DISCIPLINARY PROCEDURE

A. The procedure outlined in this Article will be applicable to all employees in the unit except those on a probationary appointment. The District will follow applicable Civil Service Law for probationary employees. For all permanent employees, this procedure will replace Sections 75 & 76 of the Civil Service Law and will be used in lieu thereof.

B. An employee will be disciplined for incompetence, misconduct, insubordination, failure to follow rules of safety or failure to follow the contract. Whenever possible, discipline will be conducted in private, and after rather than before a bus run.

C. The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.

D. Service of notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated, shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the Unit President when penalties are proposed. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the notice of discipline.

E. Upon receipt of charges, an employee shall have five (5) calendar days to file a disciplinary grievance. Such a grievance shall be filed with the Superintendent.

F. Within seven (7) days of the filing of a disciplinary grievance and in advance of a disciplinary hearing, the employee, with his/her Union representative shall be entitled to a meeting with the Superintendent or his/her designee to discuss on an informal basis, the employee's and the Employer's position on the charges and the appropriateness of the proposed penalty. If a decision is reached by the Employer as a result of the pre-hearing conference, it must be presented, in writing, within five (5) days by certified or registered mail, return receipt requested or personal service. If there is no response within the five (5) day period or if the grievance is unresolved at the pre-hearing conference, the Union may submit the grievance to arbitration using the procedure provided in Section 5.3 (e) of the Grievance Procedure.

G. The disciplinary arbitrator shall render determinations of guilt or innocence and the appropriateness of proposed penalties and shall have the authority to resolve a claimed

failure to follow the disciplinary procedure or other violations of an employee's rights in relation to discipline. The arbitrator has full authority, however, if the remedy proposed by the Employer is inappropriate, to devise an appropriate remedy but shall not violate the terms of this agreement.

H. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer.

I. An employee may be suspended prior to the resolution of the notice of discipline only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property, would severely interfere with operations, or for insubordination. The disciplinary arbitrator shall have the authority to determine whether there was probable cause for such a suspension. In no event, however may any employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

XXVII. LIAISON COMMITTEE

A Bus Drivers Liaison Committee shall be established composed of the Superintendent, Head Bus Driver/Dispatcher, Association President, and the President's designee. The Committee shall meet monthly to discuss transportation-related problems and to investigate solutions.

XXVIII. RULES FOR BUS DRIVERS (Revised 7/01/75)

A. Bus drivers shall be subject to the Rules and Regulations of the Commissioner of Education and the Bureau of Motor Vehicles and the Department of Transportation and the Cattaraugus-Little Valley Central School Board of Education. An annual evaluation of State driving record is to be made by the Head Bus Driver/Dispatcher....(State mandated).

B. At the beginning of each school year, the District shall provide each member of the bargaining unit with written descriptions of evaluation procedures and standards, and copies of any evaluation forms and samples of any examinations to be used in evaluation. Whenever any unit member is evaluated by the District, the District shall notify the member of the results of the evaluation, including a copy of any written record of the evaluation, within five working days after the completion of the evaluation.

C. The official personnel files shall be maintained in the District office. A unit member shall have the right to review his/ her personnel file upon 24 hrs. notice. No materials shall be placed in the member's personnel file unless the member has also received a copy of said material. Signature must also be on by driver which indicates he/she has seen the material. The member shall have the right to append an explanation or response to said material and have it included in the personnel file.

D. Cattaraugus-Little Valley Central School Rules

1. Do not fail to use directional signals before making a turn, either right or left.
2. Remember drivers are required to observe all traffic signs and signals.

3. Drivers must not leave motor vehicle without first stopping motor, removing key and setting hand brake. If on grade, leave in low gear.
4. Keep bus in gear at all times when in motion. (Use gears down hill and save brakes.)
5. Drivers shall not back up bus at school loading area or at unloading stops without proper signals from responsible adult.
6. Bundles, large parcels, or groceries shall not be carried in the school bus on regular runs. Under no circumstances may bottles or other glassware be brought on the bus.
7. School bus drivers shall not drive school buses during or after consuming alcoholic beverages or with less than 4 hours sleep in the preceding 24 hours. School bus drivers shall not drive school buses during or after consuming narcotics, barbituates, depressants, stimulants, or prescription drugs that affect driving ability.
8. The Vehicle and Traffic Law specifies a maximum speed limit of 55 miles an hour on all school vehicles carrying passengers. On regular runs, buses shall not be driven more than 45 miles per hour when carrying passengers. Caution should always be observed by the driver.
9. Buses must not be allowed to roll back when starting the bus in motion.
10. Passing another bus on the road is prohibited unless the bus being passed pulls off the highway or is disabled.
11. Passing a bus discharging pupils at the school is prohibited. (Waiting a minute or two and unloading in order will cause less confusion later.)
12. Bus drivers are expected to arrive in time to properly attend to routing preparation of the bus prior to the trip.
13. In cases where a driver is not able to drive due to sickness or other unavoidable causes, he should notify the Bus Supervisor in sufficient time to arrange for a substitute.
14. The first and last bus in line at the Elementary School, both loading and unloading, shall keep warning lights flashing.
15. Buses will run with headlights on at all times.
16. Doors must remain closed when bus is in motion.
17. When a breakdown occurs, the school must be notified. However, do not leave the students assigned to you. A messenger to the nearest telephone or a message given to a passing car are possible plans of action. Remember that the safety of individual pupils is the first priority.
18. No one except school children, officers of the school district, State or transportation system, or teachers are allowed to ride on buses without permission from the building principal or superintendent.

19. Several bus fire drills will be held during the early fall. At the given signal, you say, "Bus Fire Drill". Students will leave by the exit door. The pupils will re-enter the front door of the bus at a given signal. Drivers are to close the emergency door personally after the drill. Drivers are to appoint two older students as exit aides.

20. On regular runs, drivers are to stay in the bus when passengers are loading or unloading and stay with the bus when any pupils are aboard.

21. Drivers are to report daily any violation of the "No Passing a Standing School Bus" law to the Head Bus Driver/Dispatcher. Report in writing the license number, the location, hour, and date of the violation.

22. Bus drivers shall be employed for the school year and shall work under the direction of the Head Bus Driver/Dispatcher. The Head Bus Driver/Dispatcher is in direct line of authority over all drivers. Instances of insubordination will not be tolerated. A grievance procedure is available when necessary.

23. Only applicants over the age of 21 years of age may be considered for employment as bus driver.

24. Each driver must take and pass a physical examination yearly prior to the opening of school. This physical examination is to be administered by the school physician at Board expense. Separate examination periods will be scheduled for female and male bus drivers. Written notice of examination times will be provided at least one week in advance. Employment as a bus driver cannot begin without an annual physical examination. Each driver must also take and pass the physical performance exam as required by state or federal law or regulation.

25. Every driver must hold a valid Class II License.

26. All New York State laws applicable to school bus drivers must be complied with.

27. The State of New York requires that all drivers take a bus driver training course within one year after receiving an appointment as a regular driver, and/or substitute driver.

28. All route or trip changes or substitutions will be arranged through the Head Bus Driver/Dispatcher.

29. Drivers are responsible for discipline while children are on the school buses. A driver on a bus has the same rights and privileges, with regard to discipline, as a teacher in a classroom. Conversation is expected, but rowdyism and unnecessary noises are not. Drivers shall report all cases needing disciplinary action to the Head Bus Driver/Dispatcher. A child may not be denied transportation home if he has been brought to school on the bus. A bus driver may not exclude a pupil from his bus unless such exclusion has been approved by the building principal. Caution in any disciplinary measure should be exercised. A bus driver has the responsibility to control the students.

30. Drivers must not allow pupils to enter or leave the bus while in motion. (Doors shall be closed at all times when the bus is in motion.)

31. Bus drivers must require complete silence before crossing any railroad tracks. All drivers will enforce the following:

32. Drivers should assign seats by October 1st of each year. Changes may be made at the discretion of the driver, but a seating chart should be maintained.

33. At each stop, children must cross the road in front of the bus. Cross 10 feet ahead of the bus and look both ways just before crossing and cross on the driver's signal (a beep of the bus horn). Signal lights to remain flashing until child is safely across the road. The school bus must not move nor may the bus driver turn off the signal lights on the bus until such bus passengers are at least fifteen (15) feet from the bus and either off the roadway or on a sidewalk.

34. Children will refrain from thrusting arms or heads out of open windows. Children will refrain from throwing anything out of the windows.

35. Bus will not be started until all passengers are seated. Passengers will remain seated at all times when the bus is in motion. (Also see items 36 and 37 below).

36. No passenger will stand or sit forward of the white line at the stanchion bars.

37. When unloading, each passenger should remain seated until his or her turn to leave the bus.

38. Smoking is prohibited by anyone, anytime on buses or in any district vehicle.

39. Profanity or improper language is not permitted on buses.

40. Under no circumstances will pupils be allowed to leave the bus except at the school or at their homes unless a written permit from the Building Principal or Superintendent is received by the driver. Students must check with the chaperone or coach on duty when one is assigned to the bus.

41. No personnel will walk between stopped buses at loading or unloading points.

42. Any new changes to the State law(s) shall be in writing and shall be given to all drivers. No oral directives contrary to any State law or regulation shall be issued to any driver. The Head Bus Driver/Dispatcher of the unit members shall take reasonable effort to provide, in writing, to the drivers any change in State laws affecting said drivers or a summation of said law by posting same on the bulletin board.

E. Care Of Buses

1. Drivers will perform the safety checks listed on the daily check sheet, and report all serious malfunctions to the bus mechanic before departing for a trip.

2. Drivers shall check oil, water and gasoline daily and add when needed.
3. Buses will not be fueled while passengers are aboard.
4. Eating will not be allowed on buses on regular runs.
5. Each bus will be kept broom clean on a daily basis.
6. Windshield and rear windows, turn lights and stop lights are to be kept clean by drivers at all times.
7. In cool or cold weather, warm up the bus engine slowly. Drive slowly until the engine is warm. Allow 3 or 4 minutes at fast idle before starting on the route.
8. Report all problems to the bus mechanic and note on daily report.
9. Stagger workday of Head Mechanic or Assistant Mechanic to give better coverage of the bus drivers workday. This may be done on a seasonal basis.
10. All bus drivers will continue to hose down their school vehicles on a daily basis. In addition, each driver will be responsible for washing his/her vehicle as follows:
 - (a) Buses - once per week for one (1) additional hour's pay.
 - (b) Vans - twice per week for a total of one (1) additional hour's pay.
 - (c) Cars - twice per week for one (1) total additional hour's pay.
 - (d) A substitute driver shall not wash a bus unless he/she has been assigned to a specific route for one week or more.
 - (e) In the event of a water emergency, the Bus Supervisor may inform the drivers not to wash the bus. Under such circumstances, the drivers will not be paid for the extra hour per week.
 - (f) With the permission of the Supervisor of Transportation, additional washings may be authorized.

F. FAILURE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS SHALL RESULT IN A WARNING ON THE FIRST OFFENSE, SUSPENSION OF ONE FULL WEEK (5) DAYS WITHOUT PAY FOR THE SECOND OFFENSE, AND DISMISSAL ON THE THIRD OFFENSE. OFFENSES OF A MORE SERIOUS NATURE MAY RESULT IN DISMISSAL ON THE FIRST OFFENSE.

XXIX. PAY SCHEDULE FOR BUS DRIVERS

A. 1. Category I and II bus drivers will be paid according to the following schedule:

Year	First Year	Second Year	Third Year and Above
2004-05	\$13.91	\$14.61	\$15.31
2005-06	\$14.61	\$15.31	\$16.01
2006-07	\$15.31	\$16.01	\$16.71
2007-08	\$16.11	\$16.81	\$17.51
2008-09	\$16.91	\$17.61	\$18.31

2. Longevity - \$250 additional at the 5th and 10th years of service, and \$150 additional at the 15th, 20th, 25th, 30th and 35th years of service in this system.

3. Certificate - A driver who completes the mandatory twenty (20) hour course will receive a one-time payment of one hundred fifty dollars (\$150.00).

4. Field trips are defined as all trips other than the once to school and once home daily trips.

5. Stuck or Broken Down Drivers will not be paid for times delayed which are caused by running out of gas or problems resulting from driver neglect.

6. Required driver meetings or training will be compensated for a minimum of 1 hour. Required training will be compensated at the driver's regular rate. Driver meetings called by the supervisor or the superintendent will be compensated at Seven Dollars (\$7.00) per hour. Student discipline meetings at which the driver's attendance is required will be paid at \$7.00 per hour. A driver will not be paid for a meeting held to administer disciplinary action against the driver, nor will a driver be paid for a meeting held as part of the grievance procedure except under the provisions of Unit Business Leave.

7. Drivers will be paid each pay period for all trips made. If a payroll error is made, the amount of such error will be paid in a separate check as soon as possible.

8. Drivers will be reimbursed for school related court cases based on trip or trips missed.

9. The Board of Education will prepare and furnish an identification card for each driver.

10. The Head Bus Driver/Dispatcher will advance cash for necessary tolls on field trips.

11. The field trip request form will include destination and nature of trip so that the driver can dress appropriately.

12. Drivers will be paid at their regular rate per hour as defined in Category I, II for each required safety meeting. This pay shall include all travel time plus the time for the sessions of the safety meetings. The Head Bus Driver/Dispatcher will post the list of all available safety meetings which will include the dates, times and location of such meet-

ings two weeks before the first scheduled safety meetings on the designated bulletin board mentioned in Article XI. Bus drivers will have the option to choose which safety meeting they attend and will promptly notify the Head Bus Driver/Dispatcher of their decision.

13. Drivers employed by the Cattaraugus-Little Valley Central School System prior to July 1972 will continue to receive the monies now being received from mileage, road conditions and pupil load, assuming they keep the same trip or a comparable trip for the forthcoming school year. No additional monies will be paid for mileage, road conditions and pupil load. Substitute drivers will receive only the prevailing hourly rate.

14. It must be understood that all the regularly assigned drivers making a minimum of two trips daily are entitled to a full stipend for experience and longevity.

15. Drivers driving less than two trips per day will receive a proportionate payment.

16. All per hour time to be determined to the nearest 10th of an hour. Hours worked will appear on individual drivers regular pay statement.

17. Drivers will be paid for holidays and sick time based on their regularly scheduled number of runs, including regular runs, BOCES runs, athletic runs, or other regularly scheduled runs (as regularly scheduled during that pay period). Each run is a separate trip not a continuation.

18. Hepatitis B vaccinations shall be made available to all regular drivers at District expense.

B. Payroll Deductions

1. The District shall checkoff and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining unit with a list of all employees from whose salary deductions have been made.

2. An Agency Fee, as determined by the Cattaraugus-Little Valley Central School Classified Employees Association, shall be paid to the Association by each member of the bargaining unit who is not a member of the Association in accordance with the following procedure:

3. Unless the Agency Fee is paid in full to the Association by September 15th of each school year or within fifteen (15) days of employment, the Agency Fee will be deducted for and transmitted to the Association from the employee's regular paychecks in accordance with the same deduction and transmittal procedure as dues deductions are made for Association members.

4. The Association shall provide to the Payroll Department a list of those bargaining unit members for whom deductions shall be made no later than October 1st of each school year or no later than thirty (30) days from the date of employ of such person hired after September 15th of each school year.

5. The Agency Fee provided for herein shall apply to all unit members hired after July 1, 1991, and to all members of the Association who are members of the Association as of June 30, 1991.

C. Transportation to safety meetings will be provided. Drivers who wish to drive themselves to the safety meetings at their own expense shall be in attendance for the entire meeting and shall be paid for the meeting without the necessity of punching in on the time clock. They shall be paid for the meeting the same amount of time credited to those drivers going to the meeting from the Cattaraugus-Little Valley Central School by school transportation.

D. All drivers are to be considered as follows for extra trips:

1. Extra Trip - All drivers, (Category I with four or more runs (i.e. trips) and Category II with three or more runs (i.e. trips). If a driver is assigned four or more runs or three or more runs on a regular basis described above, he/she can continue to take additional or extra runs if it does not conflict with their regularly assigned runs.

2. 2:30 p.m. - 3:10 p.m. skip trips - sign up.

3. Athletic runs, BOCES, 4:00 p.m., Salamanca and Kindergarten runs - sign up for substitution by regular drivers.

E. A Unit representative will work with the Head Bus Driver/Dispatcher to help maintain a list.

F. A Unit representative will help maintain an adequate supply of time cards on hand for drivers use.

School Bus Driver Unit Agreement

Date:

12/15/04

Ronald Biederbaker

Bus Driver Representative:

Superintendent:

W.C. McHaff

