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

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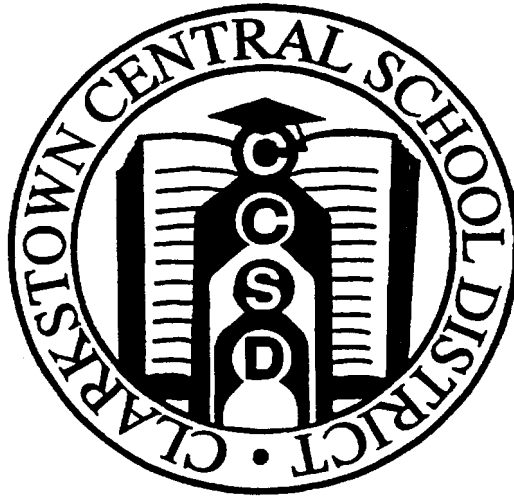
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**COLLECTIVE BARGAINING AGREEMENT**

between

**CLARKSTOWN CENTRAL SCHOOL DISTRICT**

and

**LOCAL 1181-1061  
AMALGAMATED TRANSIT UNION AFL-CIO**

**RECEIVED**

JAN 08 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**JULY 1, 2006 – JUNE 30, 2010**



# AGREEMENT

The CLARKSTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as "THE DISTRICT", as a public employer, and LOCAL 1181-1061 AMALGAMATED TRANSIT UNION AFL-CIO (hereinafter referred to as the "ATU"), an employee organization as defined in Section 201 of the Public Employees Fair Employment Act, which is recognized as the exclusive bargaining agent for the District's bus drivers and all other non-supervisory personnel while employed as a bus driver or attendant in the Transportation Department, by resolution of the District, hereby agree as follows:

## ARTICLE I

### Definitions and Employee Classifications

**DEFINITIONS:** To clarify the understanding of this Agreement, we hereby agree to the following definitions:

#### Section 1 - Full Time

An employee who is regularly assigned to a workday in accordance with Article IX, Section 8 on any of the following assignments:

- a. regular A.M. and P.M. route or
- b. regular A.M., midday and P.M. route or
- c. regular A.M. route only, or
- d. regular P.M. route only

during the ten (10) month school year, September to June

#### Section 2 - Part Time

Only those employees hired prior to July 1, 1992 who have been regularly assigned to a workday less than six (6) hours per day may continue in this employment with the same conditions previously enjoyed. Such employees are named on Attachment #1 of this Agreement.

New part-time positions after 6/30/96 will be posted. Existing employees shall have the right to apply for these positions before new employees are hired. Part-time employment shall be considered scheduled work Monday-Friday, and part-time workers shall not be offered work currently being provided to full-time employees.

New part-time employees hired after 6/30/96 shall not be entitled to benefits except for health insurance, if mandated by the Plan due to the number of hours worked.

Part-time employees shall be compensated for time worked with no guaranteed minimum work day or work year.

### **Section 3 – Route**

Any combination of runs that comprise the employee's total regularly scheduled work day as per Article IX, Section 8.

### **Section 4 – Run**

The established work generally performed during one of the following:

- a. regular A.M. and P.M. route or
- b. regular A.M., midday and P.M. route or
- c. regular A.M. route only or
- d. regular P.M. route only

### **Section 5 – Trips**

- a. **FIELD TRIP:** A trip specifically transporting passengers from a school or a site for a curriculum-related visit and then returning them to the same school or site.
- b. **ATHLETIC TRIP:** A trip specifically transporting student passengers to and from an event scheduled and requested by the Athletic Department.

**EMPLOYEE CLASSIFICATIONS:** For the purposes of this Agreement, employees shall be classified as follows:

**Section 1: School Bus Driver** (CDL Class B-P, old Class 2)

**Section 2: School Van Driver** (CDL Class C-P, old Class 4 or 5)

**Section 3: School Bus/Van Attendant**

**Section 4: (a) Head Bus Driver**

**(b) Assistant Head Bus Driver**

The parties will cooperate in taking the steps necessary to include the above positions in the unit (the function of said positions to be driver training as well as driving), thus bringing same within the representation clause of this Agreement. Assuming that this effort is successful, recognizing that Civil Service Department approval is needed and that PERB has jurisdiction should there be an objection, all terms, conditions and benefits herein shall control, and the initial salaries shall be the same, thereafter to be subject to the driver grid percentage increases.

## **ARTICLE II**

### **Union Dues**

The ATU shall have payroll dues deduction rights in accordance with State law.

## **ARTICLE III**

### **Seniority**

#### **Section 1 - Definitions and Applications**

Seniority is defined as length of continuous credited employment in the District's Pupil Transportation Department from last date of hire. Seniority shall have application to layoffs, recalls, work assignments and other matters as provided by this Agreement.

#### **Section 2 - Lists**

Seniority lists of employees, as per date of hire and by classification, shall be posted in the employees' room in September of each year, and shall be updated thereafter as the need arises. The ATU and employees shall be responsible for notifying the District of alleged errors or omissions on the lists within ten (10) days after posting. The District will correct undisputed errors brought to its attention within such period. The District and the ATU shall try to adjust disputed errors or omissions. If their efforts fail, the matter shall be resolved through the grievance procedure.

The following lists are to be posted by the District each September:

1. Date of Hire Seniority List (all employees)
2. School Bus Driver Seniority List
3. School Van Driver Seniority List
4. School Bus/Van Attendant List

#### **Section 3 - Layoffs and Recalls**

When budget cuts or austerity requires a reduction in the number of employees, junior employees from the bottom of the seniority list shall be laid off until the necessary reductions are effected. It is understood and agreed that senior driver employees may be laid off if they are not properly licensed to drive the passenger vehicles on runs their seniority entitles them to.

Laid-off employees shall retain seniority for fifteen (15) months from date of layoff and shall have recall rights during such period. Recalls shall be in inverse order of layoff, provided such employees are qualified.

Employees shall be responsible for keeping the District currently informed of their telephone number and mail address. A laid-off employee not responding to recall by telephone will be notified by registered mail at the address on record with the District. Failure of a recalled employee to affirmatively respond and report for work within five (5) days of recall by registered letter shall remove the employee from the recall list and terminate such employee's employment with the District.

#### **Section 4 - Choice of Regular Route Assignment**

Employees will continue their regular work assignment at the start of school each September, as close as possible to their route as it was in June.

During the third (3<sup>rd</sup>) week of October of each year, all routes shall be posted for bidding with starting times on the basis of seniority, by classification.

#### **Section 5 - Seniority Re: Classification Change**

All licensed drivers shall have the option to change classification at any time if qualified. When an employee elects to change his/her classification, he/she agrees to go to the bottom of that classification's seniority list, and the rate of pay applicable will be that of the new classification at his/her longevity.

Management reserves the right to consider driving experience and prior assignments when assigning drivers to such routes.

### **ARTICLE IV**

#### **Driving and Extra Work Assignments**

##### **Section 1 - Assignment and Availability List**

Daily sign-up sheets will be posted for extra driving assignments. The established lists for additional driving assignments are as follows:

1. School Bus Driver Field Trip Seniority List
2. School Van Driver Field Trip Seniority List
3. School Bus Driver Athletic Trip Seniority List
4. School Van Driver Athletic Trip Seniority List
5. School Bus Driver Sat./Sun./Holiday Trip Seniority List
6. School Van Driver Sat./Sun./Holiday Trip Seniority List
7. School Bus Driver Overnight Trip Seniority List
8. School Van Driver Overnight Trip Seniority List
9. School Bus/Van Attendant Any Trip Seniority List

##### **Section 2 - New Hire Waiting Period**

Newly-hired employees must wait three calendar months after their effective date of employment to be eligible for extra work assignments.

##### **Section 3 - Assignment to Extra Driving Trips**

Assignment of drivers and school bus/van attendants to scheduled extra driving trips will be made in accordance with the established seniority rotation process. If no van driver is available for assignment to a van trip, the bus seniority list will be used.

- 3.1 Work, even that which must be portioned, i.e. drop only or pick-up only, will be assigned to "available" drivers in accordance with the seniority rotation process. To be "available," an employee must have completed his/her regularly assigned route. No portion of an employee's regular assignment will be assigned to a spare driver to make the employee available.
- 3.2 Only when deemed necessary by management, management reserves the right to assign portions of (picked route) assignments in order to cover the needed work assignment, field or athletic trip.

#### **Section 4 - Posting and Assigning of Available Work**

Whenever possible, available extra driving assignments will be posted two (2) days in advance of scheduled departure.

Whenever possible, driver assignments will be made one (1) day in advance of scheduled departure.

Management reserves the right to consider driving experience when assigning drivers.

#### **Section 5 - Sports-Field and Athletic Trip Assignments**

The assignment of a driver, van or bus to a scheduled Sports-Field or Athletic Trip assignment Monday through Friday, regardless of time of departure, will be made in accordance with the established seniority rotation process.

Management reserves the right to consider driving experience when assigning drivers.

If a Sports-Field or Athletic Trip assignment is cancelled, the driver must use "owe" on the next sign-up.

#### **Section 6 - Saturday, Sunday or Holiday (SSHOL) Trips**

The assignment of a driver, van or bus to a trip scheduled on a Saturday, Sunday or Holiday (Clarkstown schools closed), regardless of time of departure, will be made in accordance with the established seniority rotation process.

Management reserves the right to consider driving experience when assigning drivers.

#### **Section 7 - Overnight Trips**

The assignment of a driver, van or bus to a trip scheduled to include an overnight stay, regardless of time of departure, will be made in accordance with the established seniority rotation process.

The school district will be responsible to arrange separate lodging when the driving assignment requires staying overnight.

Management reserves the right to consider driving experience when assigning drivers.

#### **Section 8 - Extra Runs**



Any extra run that becomes available after the annual run pick will be posted for assignment in accordance with the established seniority rotation process.

### **Section 9 - Ad Hoc Driving Work**

Any Ad Hoc driving work not previously defined shall be assigned through the cooperation of the ATU shop steward and management without regard to seniority.

### **Section 10 - Extra Work, Non-Driving**

**10.1 Regularly Scheduled:** Management agrees to establish extra work positions for non-driving tasks as required. Unit members may bid on said positions and same will be awarded in accordance with the established seniority rotation process, with consideration given to previous experience performing that task.

**10.2 Ad Hoc, Non-Driving, Extra Duty Work:** Shall be assigned through the cooperation of the ATU Shop Steward and management without regard to seniority.

### **Section 11 - Travel Expenses**

Drivers will be reimbursed, within a reasonable time, for out-of-pocket expenses required for their assignment trip, such as tolls, parking, lodging, etc., upon presentation of a claim form with attached valid receipts.

**MEAL ALLOWANCE:** Meal allowances will be reimbursed in accordance with Appendix C to this Agreement.

### **Section 12 – Late Runs**

If a driver leaves a student behind on a late run, the driver must return to pick up that student at no extra pay, as long as the driver is notified while still on the late run. Drivers must keep their radios on during late runs, or they can be removed from the runs.

## **ARTICLE V**

### **Summer Work**

#### **Section 1 - Sign-up Sheets and Work Assignments**

When summer work assignments are available during the months of July and August, they shall be made known to the employees by the posting of a sign-up sheet sometime during the last two weeks of May.

The assignment of drivers and school bus/van attendants to summer school routes will be made in accordance with the established seniority rotation process.

The District reserves the right to consider experience when assigning drivers and attendants to this work.

## **Section 2 - Summer Work Schedule Obligation**

The District reserves the right to make this work available only to those drivers and school bus/van attendants who commit themselves to a work schedule of a minimum of thirty (30) days during July and August.

## **Section 3 - Guaranteed Summer Work Day**

The District shall guarantee a minimum average of four (4) hours' work during each day of summer work to each employee so employed.

## **Section 4 - First Offer for Summer Work Assignments**

The foregoing sections notwithstanding, the District may contract out summer work if:

**4.1** The work is first offered to its employees hereunder and an insufficient number of qualified drivers and school bus/van attendants sign up within one week of the posting; or

**4.2** The District obtains quotes for this work from outside contractors and finds that it cannot accomplish the work at or below that cost by offering it to its drivers and school bus/van attendants under this Agreement. In such an event, however, the Union shall first be given notice of this consequence, any materials supporting same, and an opportunity to agree to vary from the terms hereof or to propose an arrangement such that use of the drivers and school bus/van attendants may be made cost-competitive (e.g., at the same or lower cost versus outside contracting). The process must proceed expeditiously in order to meet the need of the District to make a timely decision.

# **ARTICLE VI**

## **Benefits**

### **Section 1 - Paid Holidays**

**1.1** Each school year, the District shall develop a schedule of fifteen (15) paid holidays, which may vary from year to year because of the school calendar. The holiday schedule shall be added to this Agreement each year as Appendix B. Only drivers scheduled to work will be paid for the contractual holidays.

1.2 Holiday pay for Labor Day will be paid to all drivers scheduled to drive on the first day of school.

1.3 Only summer school drivers and attendants shall be eligible for July 4 holiday pay. In order to receive such pay, the driver must work the first full day of the summer school schedule.

## **Section 2 - School Closing or Delayed Opening**

**2.1 ANNOUNCEMENT OF CLOSING OR DELAY:** School closing or an opening delay is announced by the Superintendent of Schools' office by telephone or on radio and television.

**2.2 SCHOOL CLOSING:** The District agrees to do everything possible to have a school closing announced prior to 6:00 A.M. If school is declared closed, everyone scheduled for work that day need not check in.

Employees called in to work on a declared closing day shall be paid one and one-half (1½) times their regular rate of pay for the time worked.

**2.3 DELAYED OPENING OF SCHOOL:** If the school opening time is announced as delayed, employees are expected to report to work on time according to the delayed time. For example, a one (1) hour delay means the new report time is 7:30 A.M. for a normal 6:30 A.M. check in. If there are three two-hour delays in a single school year, with school opening on each occasion, then all ATU members will get one extra hour's pay.

**2.4 GUARANTEED WORK YEAR:** Each year the District shall draft a calendar that sets forth the days when school shall be open for regular student attendance. Drivers shall be paid for all student attendance days shown, even if schools are closed due to inclement weather, except when make-up days are required. Drivers shall not be paid for closures necessitating make-up days, but they shall be paid for each make-up day actually worked.

**UNUSED SNOW DAY:** If the District declares an unused snow day as a contractual holiday, employees shall receive holiday pay for such day.

**2.5 EARLY DISMISSAL OF SCHOOL:** If, in the event of an emergency such as inclement weather, the District finds it necessary to dismiss school early, employees will report to work on time according to the early time; example, one (1) hour early means the new report time is 11:30 A.M. for a normal 12:30 P.M. check in.

Assuming that the employees are notified of the change no later than their A.M. check-out time, they shall be paid for the number of hours in their normal day, plus any time actually worked in excess of that number of hours, if any, without reference to Article IX(5.2). However, if they are not so timely notified of the change, they shall be paid for their normal A.M. shift plus: (a) their actual time worked in the P.M. shift or (b) the time from the early report time until their normal P.M. check-out time, whichever is greater. Notwithstanding the first sentence of this

paragraph, if the notification is by 9:00 A.M., the employees will receive their regular pay only for the day, plus one hour.

### **Section 3 - Paid Leave Days**

**3.1** New employees will have prorated sick time during their first year of employment as a function of when they start in the year. Full-time employees who have completed one (1) full year of service will be allowed up to ten (10) paid sick days per year, credited on June 30<sup>th</sup> of each year, cumulative up to seventy (70) days. A doctor's certificate is required for absences of more than three (3) consecutive days.

Employees who have at least seven (7) years of service when they retire from the District will be paid one day's pay for every four (4) days in their sick leave bank.

When an employee retires, (s)he will be paid an additional day's pay for each four days of sick leave accumulated in the final four years of employment, but not used. For example, if an employee has earned 40 sick days in his/her last four years of employment, and has not used 32 of them, (s)he will receive 8 extra days of sick leave pay at retirement, in addition to the payout provided for in the previous paragraph.

The District will set up a second sick leave bank with a maximum of 165 days exclusively for purposes of accumulating benefits under Section 41-j of the New York Retirement and Social Security Law.

**3.2** An employee absent from work due to an accident occurring on the job who furnishes the District with a doctor's certificate certifying such employee's inability to work because of the injury shall be paid for regular time lost from work up to a maximum of seven (7) days. Sick leave paid under this provision shall not be deducted from accumulated sick leave.

**3.3** A female employee absent from work due to a maternity disability shall receive sick leave benefits as provided by this Agreement.

**3.4** A regular full-time employee with five (5) or more years of service with the District, who has exhausted his/her accumulated sick days, may make written application through the Personnel Office requesting the Board to grant additional sick leave. The request shall be considered by the Board where the illness has a prognosis of more than two (2) weeks, as stated in writing by the employee's physician, which statement shall be subject to confirmation by a school physician. The Board may, in its sole discretion, grant or deny additional sick leave for a period up to six (6) months at one-half (1/2) the employee's regular pay.

**3.5** In order to be paid for a scheduled holiday or other day of paid leave, however attributed, the employee must actually work on the full scheduled workdays preceding and following the holiday, if so scheduled. If the employee produces a doctor's note for the day of absence, this paragraph shall not apply.

3.6 In order to be paid for a sick day adjacent to a personal day that is adjacent to a holiday or recess period, the employee must produce a doctor's note confirming that the employee was ill on that day.

#### **Section 4 - Bereavement Leave**

**4.1 IMMEDIATE FAMILY:** For each death in the immediate family, a maximum of five (5) days which are not cumulative, shall be allowed. The day(s) shall be consecutive scheduled days.

Bereavement leave must be taken within ten (10) days after the death in the Metropolitan area, fifteen (15) days in the North East area and twenty (20) days anywhere else.

The immediate family is defined as parent or legal guardian, wife, husband, brother, sister, child, grandchild or parent of the spouse.

**4.2 EXTENDED FAMILY:** For each death in the extended family a maximum of three (3) days which are not cumulative shall be allowed. The day(s) shall be consecutive scheduled days. The extended family is defined as brother-in-law, sister-in-law, grandparent, daughter- or son-in-law, or any relative residing in the employee's household.

#### **Section 5 - Personal Leave**

**5.1** Up to three (3) days per year, two (2) of which may be consecutive, may be allowed for emergency personal affairs that can be attended to only during working hours. These days are not cumulative.

**5.2** Written application on a form for such request shall be presented to the Supervisor with reason(s) in advance. "Advance" in this application is defined to mean not less than five (5) days prior to the requested leave time. In an emergency, the Supervisor may give verbal approval before the application is submitted. Personal leave days beyond those allowed shall not be paid and will be recorded as unapproved leave. Reasons for personal leave shall be:

##### **I. LEGAL:**

- (a) Required in Court (documentation required)
- (b) Closing on property (documentation required)
- (c) Marriage

##### **II. OTHER:**

- (a) child's graduation from secondary or post secondary schools (documentation required)
- (b) Home emergencies. When this reason is given more than once in a school year, documentation will be required.

##### **III. PERSONAL DAY (NO REASON)**

5.3 An employee may omit a reason for seeking a personal day on the form and write a signed confidential letter to the Administrator of Human Resources, explaining the reason for such request.

5.4 Commencing with the 2006-07 school year, employees who do not use any personal days in a school year shall receive one extra personal leave day the following year for which no reason need be given. Upon retirement, employees shall be paid one-half a day's pay for each unused personal day they have accumulated in excess of three (3). For example, an employee who retires with 11 unused accumulated personal days will receive an extra four days' pay.

5.5 Commencing with the 2006-07 school year, employees who use exactly one personal day in a school year shall receive one additional day to their sick leave bank.

### **Section 6 - Unpaid Leave**

On written request, the School Board, in its sole discretion, may grant an employee covered by this Agreement an unpaid extended leave of absence. To be considered by the Board of Education, an unpaid leave request shall be for a term of no less than one (1) month. Leaves granted for one (1) year or less shall not interrupt seniority credits, but the employee shall not accrue additional seniority credits during the period of leave.

### **Section 7 - Jury Duty**

7.1 An employee required to serve jury duty shall be paid per day of service at the employee's regular rate of pay, in accordance with law.

7.2 To receive payment, the employee must give the District prior notice that jury duty is required and furnish evidence that jury duty was performed on days for which payment is claimed. On days that an employee is excused from jury duty, such employees shall contact the Supervisor for instructions on reporting to work or forfeit jury duty pay. An employee will not be eligible for jury duty pay when jury service occurs on a day or during hours the employee was not scheduled to work, or on any day the employee would receive pay under other provisions of this Agreement.

### **Section 8 - Group Insurance (Health, Dental, Life & Eyeglasses)**

8.1 The District shall make group health, dental, life insurance and eyeglasses available to all eligible employees (and dependents) who regularly work at least twenty (20) hours per week. The limits of coverage shall be as provided in the certificates issued by the insurance carrier. The District shall pay the following percentages of the premium costs, with the remainder to be paid by the employee:

Effective July 1, 2006: 61%  
Effective July 1, 2007: 62%  
Effective July 1, 2008: 63%  
Effective July 1, 2009: 65%

Beginning at the next open enrollment and immediately for all new hires, the District shall offer both the current Empire Plan with CORE plus medical and psychiatric enhancements and the CORE Only Plan.

With regard to eyeglass coverage, the total reimbursement for the four-year contract period shall not exceed \$400 for drivers and \$275 for attendants. Cost of eye examination, glasses or contacts will be covered.

**8.2** For the term of this Agreement, the District shall make the following group dental and life insurance coverages or equivalent available. For the 2006-07 school year, the District's contribution shall be at the specified rates:

Employee:	\$50.45
Employee/Dependent:	\$58.91
Family:	\$68.22

For the remaining three years of this Agreement, these rates shall be increased by the same percentages as wages are increased for that year.

As of the signing of this Agreement, no contribution is required of the employee for dental coverage.

The District shall set aside \$10,000 which shall be used by it to pay the costs of dental and life insurance premiums for the unit if they increase beyond the amounts set forth herein during the life of this contract.

If the employees elect to come out of the self-insured District plan, the employees shall forfeit the \$10,000. If the District elects to take the transportation department out of the self-insured Plan, the \$10,000 shall remain in effect for the employees.

**LIFE INSURANCE (\$10,000):** The total monthly premium for life insurance is \$2.50, of which \$1.80 is paid by the District and \$.70 is paid by the employee. The employee is allowed to increase the life insurance coverage to the maximum allowed by the insurance carrier at the employee's sole cost and expense and to utilize payroll deduction for this purpose.

**8.3** Employees and their dependents eligible under this Agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. The contribution of the Employer toward the premium for such group health insurance coverage so elected shall not exceed the percentage of the total premium to be paid by the District provided for in Section 8.1 above.

**8.4** The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this Agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither

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the number nor identities of participating providers of health care, nor better record keeping or improved efficiency in the operation of the successor provider shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee, the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Union as to a claimed lack of substantial equivalency, the parties agree to be bound by the grievance procedure contained in this Agreement, beginning at Step IV, for the purpose of resolving substantial equivalency disputes herein. Such a grievance must be brought, however, within five (5) days of notice that the District intends to change carriers, and shall be expedited. Should the dispute resolution process result in a determination that the plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of an affected claim, either directly or by arranging for payment by the successor carrier, or to cancel the change in carriers.

**8.5** Pursuant to New York Public Health Law Article 44, 10 NYCRR, Section 98.15, U.S.C. Section 300e-9, and 42 CFR Sections 417.150 et seq., as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this Agreement, or within sixty (60) days after this Agreement has been executed by the parties hereto, whichever is later, in a manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law.

**8.6** All persons currently eligible for health insurance coverage as defined in the District's agreements with the Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

**8.7** All persons enrolled shall receive copies of the Plan and the HMO(s) brochures when available and all new employees shall receive copies when beginning employment.

**Section 9 – Retirement**

The District shall provide retirement benefits under Section 75-I of the New York Retirement and Social Security Law.

**Section 10 - Reimbursement for Personal Property**

The School District shall reimburse a driver for the reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or clothing, up to a maximum of \$200 per item not covered by Workers' Compensation which are destroyed, damaged or lost as a direct result of any work-related incident sustained in the discharge of the driver's duties within the scope of the driver's employment, provided such destruction, damage or loss was not due to the driver's negligence or wrongful acts.



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## ARTICLE VII

### Grievance Procedure

#### Section 1 - Definition of Grievance

A grievance is defined as a complaint which may arise between the District and the ATU or an employee covered by this Agreement, pertaining to the interpretation, application or compliance with its specific terms and provisions. A grievance, as defined herein, may be processed through the grievance procedure.

#### Section 2 - Presentation Time of Grievance

A grievance must be presented to the Supervisor within five (5) working days of its occurrence or within five (5) working days from the time the employee had knowledge of or should have had knowledge of its occurrence.

Should a grievance arise, there shall be no suspension or interruption of work, and a diligent, sincere and honest effort by all parties shall be made to settle the grievance as soon as possible in accordance with the following procedure:

#### Section 3 - Grievance Procedure

- |                 |  |
|-----------------|--|
| <b>STEP I</b>   | Complaint to Grievance Committee (verbal)                |
| <b>STEP II</b>  | Grievance Discussed with Supervisor (verbal)             |
| <b>STEP III</b> | Presentation of Formal Grievance to Supervisor (written) |
| <b>STEP IV</b>  | Appeal to Superintendent of Schools (written)            |
| <b>STEP V</b>   | Appeal to Board of Education (written)                   |

#### **STEP I: COMPLAINT TO GRIEVANCE COMMITTEE**

The employee shall orally present the complaint to the Chairman of the ATU Grievance Committee for the purpose of discussing it with the intent to determine if a grievance may exist.

#### **STEP II: GRIEVANCE DISCUSSED WITH SUPERVISOR**

The Employee and/or the Chair of the ATU Grievance Committee shall orally present the grievance to the Supervisor, as per Section 2, who shall arrange a mutually convenient time and place to meet and informally discuss the grievance.

#### **STEP II(A): SUPERVISOR RESPONSE**

Within five (5) working days after the informal discussion, the Supervisor shall give his/her verbal answer to the employee and/or the Grievance Committee Chair regarding the grievance.

**STEP III: PRESENTATION OF FORMAL GRIEVANCE TO SUPERVISOR**

If the aggrieved employee or Grievance Committee Chair is not satisfied with the Supervisor's response, within five (5) working days after the Supervisor's response, the grievant or the grievance committee may appeal in writing on a grievance form to the Supervisor for review and reconsideration.

**STEP III(A): WRITTEN GRIEVANCE PROCEDURE**

A written grievance shall be processed in the following manner:

The grievant and/or Grievance Committee shall clearly and concisely state the nature of the grievance, on the prescribed form, including the specific section(s) of the Agreement claimed to be violated and the remedy requested. The written grievance form shall be signed by the aggrieved employee(s).

**STEP III(B): SUPERVISOR RESPONSE**

Within ten (10) working days after receipt of the written grievance, the Supervisor shall give his/her answer in writing on the grievance form, granting or denying the grievance.

**STEP IV: APPEAL TO SUPERINTENDENT OF SCHOOLS**

If the grievance is not settled in Step III, the grievance may be appealed within ten (10) working days to the Superintendent of Schools.

**STEP IV(A): PRESENTATION OF FORMAL GRIEVANCE TO SUPERINTENDENT**

Upon receipt of the written grievance form, the Superintendent of Schools shall set a mutually convenient time and place to informally hear the grievance. All parties concerned shall have the obligation to introduce all relevant testimony and written evidence they have knowledge of or in their possession in support of their position on the grievance.

**STEP IV(B): SUPERINTENDENT RESPONSE**

Within twenty (20) working days after the hearing, the Superintendent of Schools shall give his/her written response on the grievance to the aggrieved employee and the ATU, setting forth his/her finding of facts, granting or denying the grievance, and stating the basis upon which the answer is reached.

**STEP V: APPEAL TO THE BOARD OF EDUCATION**

If the grievance is not settled in Step IV of this procedure, the grievance may be appealed, within twenty (20) working days after receipt of the response from the Superintendent, to the President of the Board of Education.

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**STEP V(A): PRESENTATION OF FORMAL GRIEVANCE TO BOARD OF EDUCATION**

The appeal must be accompanied by the written grievance form and all evidence and documents introduced at previous steps of the grievance procedure. Upon receipt of such notification and material, the Board President shall cause the grievance to be answered by the Board. The Board may appoint a subcommittee to conduct the hearing. At the hearing, all parties concerned shall have the opportunity to introduce relevant oral and written evidence in support of their position.

**STEP V(B): BOARD OF EDUCATION RESPONSE**

Within thirty (30) working days after receipt of a grievance, the Board President shall cause a response to be prepared on the grievance and forwarded to the ATU Grievance Committee. The Board's response shall include its findings on the evidence offered, a statement denying or granting the grievance and the basis upon which the Board reached its decision.

**Section 4 - Grievance Considered Settled**

**A. WHEN NOT APPEALED FURTHER BY THE ATU GRIEVANCE COMMITTEE**

A grievance not appealed by the ATU Grievance Committee to the next step of the grievance procedure shall be considered settled on the basis of the last response on the grievance.

**B. WHEN DECISION NOT RENDERED ON TIME BY THE DISTRICT**

A decision not rendered by the District to the ATU Grievance Committee within the specified time limits of any step of the grievance procedure shall result in the understanding that the remedy requested will be considered as granted.

**Section 5 - Request for Additional Response Time**

Any request for additional specific time needed to communicate a decision or further appeal at any step of the grievance procedure must be presented by one party in writing and approved by the other in writing, within the specified time frame of the appropriate step, or otherwise be considered as not approved.

## **ARTICLE VIII**

### **Miscellaneous**

#### **Section 1 - Continuing Discussions**

The shop steward (or his/her designee) and the District's transportation director (or his/her designee) shall meet monthly. Whenever possible, the steward and director should attend the meetings personally. Each side may bring no more than one other person to a meeting. When a party plans to bring another person to a meeting, the other party must be informed at least 24 hours in advance.

#### **Section 2 - Legal Appearance**

Employees shall receive their regular compensation for time spent at the direction of the District and/or a court subpoena because of a vehicle or student accident arising in the course of their employment.

#### **Section 3 - Bulletin Board**

A bulletin board shall be provided in the employees' check-in room for the use of the ATU to post official notices.

#### **Section 4 - Emergency Call-In Phone Number**

The District shall designate a telephone number for employees to call in cases of emergency.

#### **Section 5 - Schedule and Minutes of Board of Education Meetings**

The District shall furnish the ATU with a copy of the agenda and official minutes of Board of Education meetings.

#### **Section 6 - Copies of Agreement for ATU**

The District will provide copies of this Agreement to the ATU after signing.

#### **Section 7 - ATU Use of School Premises**

The District may grant the ATU the use of school premises for meetings without cost after school hours, providing such use does not interfere with educational programs of regularly scheduled work assignments. The ATU shall be responsible for the proper care of premises used for meeting purposes.

### **Section 8 - Mail between ATU and District**

Official notices from the District shall be mailed to the ATU President at 101-49 Woodhaven Boulevard, Ozone Park, New York 11416, with copies to the Shop Steward. Official notices from the ATU shall be mailed to the appropriate administrator at the District's mailing address, 62 Old Middletown Road, New City, New York 10956.

### **Section 9 - Substance Abuse Policy and Testing Program**

The District shall be empowered to implement a Substance Abuse Policy and Testing Program, in accordance with the requirements of State and Federal law. The details of such a Policy and Program shall be formulated by the District and submitted to the Union for its written comment at least two (2) weeks prior to implementation. There shall be no obligation on the District to negotiate or bargain with the Union about such Policy and Program, except to review said written comments in good faith.

Employees shall be paid for all time spent while being tested under the District's Substance Abuse Policy and Testing Program.

### **Section 10 - Physical Performance Test**

The District will pay for the 1st and 2nd test. If an employee fails the 1st and 2nd test, such employee will pay for the 3rd and any other tests thereafter.

### **Section 11 - Payroll**

Employees will be paid on the 10th and the 25th of each month. The Union will have an advisory role in the scheduling.

### **Section 12 - Shop Steward**

The District will grant three (3) days per year with pay to the Shop Steward to conduct District business (disciplinary hearings, annual run picks and conferences).

### **Section 13 - Parking**

The parking lot adjacent to the bus garage will be reserved for employees only from 6:00 am through 9:15 am and from 12:30 through 4:00 pm. Public parking will be permitted only from 9:15 am through 12:30 pm. Signs by the lot will state this restriction, the Middle School will alert all parents annually, and the District will alert all District staff annually. The signs will state that violators may be towed. The District may enforce this rule reasonably, e.g., warning instead of towing for a first violation.

**Section 14 – Fingerprinting**

All monitors who have not been previously fingerprinted must submit to fingerprinting by December 3, 2006. The District must arrange for the fingerprinting.

**ARTICLE IX**

**Compensation**

**Section 1 - Hourly Rates of Pay and Longevity**

Hourly rates of pay during the term of this Agreement shall be in accordance with Appendix A attached to this Agreement. All employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will advance their step as of July 1<sup>st</sup> of each contract year, and those hired between January 1<sup>st</sup> and June 30<sup>th</sup> will advance their step as of January 1<sup>st</sup> of each contract year.

In addition, a longevity award shall be payable to any employee with at least fifteen (15) years of service, as follows:

2006-07:	60¢/hour
2007-08:	70¢/hour
2008-09:	80¢/hour
2009-10:	90¢/hour

An additional longevity award of 30¢/hour shall be payable to any employee with at least twenty (20) years of service.

An additional longevity award of fifty cents (50¢) per hour shall be paid to School Bus/Van Attendants in their fifth (5th) and tenth (10th) years of service.

Appendix A (Rates of Pay) reflects a 3.75% increase for 2006-07. Further increases shall be as follows:

Effective 7/1/07:	3.75% increase if the budget passes in May of 2007; otherwise, 3.5%
Effective 7/1/08:	3.75% increase if the budget passes in May of 2008; otherwise, 3.5%
Effective 7/1/09:	3.75% increase if the budget passes in May of 2009; otherwise, 3.5%

**Section 2 - Bus Drivers Working out of Classification**

A school bus driver choosing to drive a school van permanently as his/her regularly scheduled route, after the school van driver picks have been exhausted, will receive his/her rate of pay appropriate to his/her current years of experience and step rate of pay.

### **Section 3 - Hours of Pay; Called in to Work; Public Schools Closed**

Any employee called in for work on a day that the District public schools are closed will receive the following:

**3.1 NON-PUBLIC REGULARLY SCHEDULED RUN** - a minimum payment of two (2) hours' pay at the applicable rate for the driver. A maximum of two (2) such guarantees shall be payable for any day.

**3.2 FIELD OR ATHLETIC TRIP** - a minimum payment of two (2) hours' pay at the applicable rate for the driver. Only one such guaranteed minimum shall be payable for any day.

### **Section 4 - Hours of Pay; Scheduled Extra Work Cancelled**

If, after an employee reports for scheduled extra work, it is realized that the scheduled work is not available, that employee shall be offered other work, as needed, of any nature, to be performed in the Pupil Transportation Department.

If the employee refuses such work offered and prefers to check out, report pay (as provided in Article IX, Section 8) shall be forfeited, and the employee shall be granted two (2) hours' pay for having reported to work.

### **Section 5 - Hours of Pay; Work Performed Beyond Regular Day**

**5.1** An employee shall receive his/her regular compensation for each one-quarter ( $\frac{1}{4}$ ) hour period of work performed over his/her regularly scheduled work day, provided the employee works at least eight (8) minutes into the last one-quarter hour.

**5.2** If a driver is requested to work beyond the scheduled work assignment, the driver shall receive at least one (1) hour's pay for the driving assignment performed.

### **Section 6 - Rate of Pay; Attending Mandated Meetings, Etc.**

An employee shall receive his/her regular rate of pay for time spent in attendance at mandated training courses or meetings when assigned by the District, and will be given a week's notice, when possible, before such training or meetings are to be held.

### **Section 7 - Hiring Employees with Prior Experience**

When hiring school bus drivers, for salary purposes only, the District may give an employee up to five (5) years' credit for prior school bus driving experience.

### **Section 8 - Guaranteed Work Day**

The District shall guarantee all regular full-time employees (hired prior to July 1, 1996) who are assigned a regular A.M. and P.M. route, a minimum of six (6) hours' work per day.

All employees hired after July 1, 1996 shall be guaranteed a minimum of five and one-half (5½) hours' work per day. Employees may volunteer to work fewer hours per day.

### **Section 9 – Report Structure**

Upon completion of the A.M. report, but not earlier than 9 A.M., or upon completion of the P.M. report, in each case after the employee's equipment has been secured, the employee shall not be required to stand by in order to fill out his/her report time. However, for the P.M. report, the District may require that the drivers check with the dispatchers before departing to make certain that all after-school obligations have been met.

### **Section 10 – Elementary School**

In the event that the District changes to neighborhood elementary school busing, drivers who are hired for this work will receive a four (4) hour guarantee. There will be no reduction of the present runs or drivers as a result.

### **Section 11 – Dispatcher**

The Dispatcher position shall receive salary, sick leave, and vacation time terms at least as favorable as those enjoyed by the Dispatcher when the Dispatcher was in the CLASS bargaining unit. The Dispatcher shall receive the same percentage salary increases as other ATU members.

## **ARTICLE X**

### **Legislative Action Clause**

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 therefor, shall not become effective until the appropriate Legislative body has given approval.



**ARTICLE XI**

**Term of Agreement**

**Section 1 - Amending this Agreement**

This Agreement shall constitute the full and complete commitments made between both parties and 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.

**Section 2 - Length of Agreement**

This Agreement shall be effective for four years, from the **1st day of July, 2006** until the **30th day of June, 2010** and shall continue from year to year thereafter unless notification in writing is given by either or both parties to the other at least ninety (90) days before its expiration to terminate the Agreement on its expiration date or modify it by collective bargaining procedures as required by law.

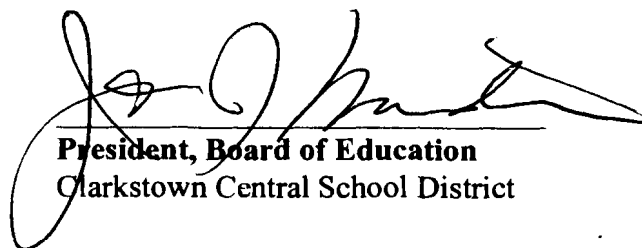
**ARTICLE XII**

**Management Rights**

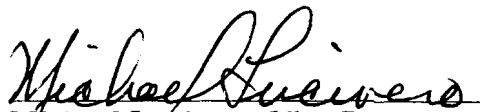
The ATU recognizes and agrees that the management and operation of the District in general and the Transportation Department in particular is the sole and exclusive right of the School Board and its designated representatives. In the fulfillment and accomplishment of its functions, the Board has and retains all rights, powers and authorities it has under law, except as specifically modified or abridged by the express terms of this Agreement.

SIGNED:

10/09/07  
Date

  
\_\_\_\_\_  
**President, Board of Education**  
Clarkstown Central School District

10-2-07  
Date

  
\_\_\_\_\_  
**Michael Lucivero, Vice President**  
Local 1181-1061 Amalgamated Transit Union, AFL-CIO

**INDEX**

<b>Subject</b>	<b>Page</b>
Appendix "A" (Rates of Pay).....	25
Appendix "B" (Holiday Calendar).....	27
Appendix "C" (Meal Allowance).....	28
Assignment of Available Work.....	5
Benefits.....	8
Bereavement Leave.....	11
Classification Change.....	5
Compensation.....	20
Definitions & Employee Classifications.....	2
Driving & Extra Work Assignments.....	5
Early Dismissals.....	9
Extra Driving Trips.....	5
Extra Runs.....	6
Extra Work - Non-Driving.....	7
Grievance Procedure.....	15
Guaranteed Work Year.....	9
Insurance.....	12, 13
Jury Duty.....	12
Layoffs & Recalls.....	4
Legislative Action Clause.....	22
Management Rights.....	23
Meal Allowance.....	7
Miscellaneous.....	18
New Hires Waiting Period.....	5
Overnight Trips.....	6
Paid Holidays.....	8
Paid Leave Days.....	10
Personal Leave.....	11
Reimbursement for personal property.....	14
Retirement.....	14
Saturday/Sunday or Holiday Trips.....	6
School Closings/Delayed Openings.....	9
Seniority.....	4
Sports-Field and Athletic Trip Assignments.....	6
Substance Abuse Policy.....	19
Summer Work Schedule/Assignments.....	19
Term of Agreement.....	23
Travel Expenses.....	7
Union Dues.....	3

## PAY SCALE FOR 2007-08

<u>BUS</u>		<u>DRIVERS</u>		<u>VAN</u>		<u>DRIVERS</u>	
	1	0.1	19.02		1	0.1	18.08
	2	2.1	20.47		2	2.1	19.26
	3	2.2	21.87		3	2.2	20.58
	4	3.1	22.31		4	3.1	21.11
	5	3.2	22.31		5	3.2	21.11
	6	3.3	22.31		6	3.3	21.11
	7	4.1	23.69		7	4.1	22.26
	8	4.2	23.69		8	4.2	22.26
	9	5.1	24.59		9	5.1	23.08
	10	5.2	24.59		10	5.2	23.08
	11	6.1	25.6		11	6.1	23.78
	12	6.2	25.6		12	6.2	23.78
	13	6.3	25.6		13	6.3	23.78
	14	6.4	25.6		14	6.4	23.78
	15	6.5	25.6		15	6.5	23.78
	16-20 year		26.3		16-20 year		24.48

MONITORS    HIRED                      PRIOR            TO                      2/7/1994

1--4	17.27
5TH YEAR	17.77
10TH YEAR	18.33
15TH YEAR	18.97

NEW    MONITORS            HIRED                      AFTER                      2/6/1994

0-1	11.29
1--2	12.08
2--3	13.35
3--4	13.72
4--5	14.70
5--6	15.11
TOP PAY	15.61
TEN YEARS	16.11
15 YEARS	16.81

**ATTACHMENT #1**

**Pellegrino Rossi**

**APPENDIX "C"**  
**MEAL ALLOWANCES**

BREAKFAST	\$5.00
LUNCH	\$7.00
DINNER	\$11.00