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BUS | 5405

AGREEMENT BY AND BETWEEN
THE SUPERINTENDENT OF SCHOOLS OF KESHEQUA
CENTRAL SCHOOL
AND
THE KESHEQUA CENTRAL SCHOOL BUS DRIVERS'
ASSOCIATION

JULY 1, 2007 – JUNE 30, 2010

RECEIVED

JAN 17 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

18

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I. Introduction

The following constitutes an agreement entered into and between the Superintendent of Schools of Keshequa Central School (hereinafter called the Superintendent) and the Keshequa Central School Bus Drivers' Association (hereinafter called the "Association").

This agreement pertains to matters regarding salaries, wages and other matters of employment responsibilities and procedures relating to the transportation function of the Keshequa Central School District.

In the event either party wishes to amend portions of this agreement, except wages and salaries, written notice must be given by the party requesting to the other party involved. Negotiations of such proposed amendments shall proceed in accordance with provisions outlined by the New York State Public Employment Relations Board. Amendments resulting from such negotiations shall take effect beginning the following July 1st, or at other time as may be mutually agreeable to the parties.

The duration of this agreement will be until June 30, 2010.

II. Recognition Clause

The employer recognizes that the Keshequa Central School District Bus Drivers' Association is comprised solely of bus drivers. Members of this unit are defined as regular drivers and substitute drivers.

Bus drivers will be the only personnel allowed to drive the official yellow bus fleet of Keshequa Central School. This includes the District's Suburbans. If any other personnel drive yellow school busses, then they will have to receive appropriate bus driver training and/or license/certification.

III. Driver Assignments

Superintendent's Conference Days: Superintendent's Conference Days may be required days of work. **The District will determine which Superintendent's Conference Days drivers will attend. Drivers will be paid their hourly rate for time attended.**

Seniority: Seniority is based on the date the Board approved the driver's position as a regular driver. If more than one driver was approved at the same time, then the time as a substitute will be considered. However, there shall not be any lapse in

time from substitute driver to regular driver.

Regular Routes: A regular route is a route that is made each day transporting students from home to school and back home, **including late runs**. A regular route may also be a route transporting students from the home school to another school such as BOCES. A regular route may be a route transporting students from their home to another school without starting at the home school, such as special needs runs.

Special Needs Routes: Special needs routes are routes that require special training and equipment to transport special needs students. Any driver driving special needs routes must have this training.

Departure Times: The transportation supervisor will establish punch in times for all routes, morning and afternoon. Sufficient time will be allowed for pre trip inspection of the bus and necessary equipment.

Route Assignments: Routes will be assigned using the seniority process. Drivers for special needs routes **and summer routes** may be assigned by the Transportation Supervisor. Seniority does not necessarily apply to the assignment of drivers to special needs routes.

A regular route will not be taken from the assigned driver unless the Board abolishes the route, as a result of disciplinary action, or the driver gives up the route.

When a regular route is abolished, the affected driver may assume the route of the regular driver with the least seniority. The displaced driver would return to substitute status until the next regular route becomes available. The driver of the abolished route will be able to bid on the next regular route. If the driver does not want that route, then that driver will remain on the route bumped to for the remainder of the year.

When a regular route is opened, the process of seniority will extend for no more than 15 days after the route is posted as open. Once a driver has selected a new route, that driver must remain on that route for the remainder of the school year.

When a new route is established, the process of seniority will apply unless the affected driver is involved in one of the previous mentioned processes. A recommendation for the resulting vacant route will be made at the next regular Board of Education meeting. When the driver is approved, a contract will be dated at the time of approval and pro-rated to the end of the school year.

Temporary Routes: Temporary routes are routes that occur during the school year and may or may not last the school year. These are assigned by seniority providing it does not interfere with a driver's regular route assignment. If a temporary route cannot be filled by a regular driver, then the supervisor may assign a substitute driver.

School Trips: School trips include all trips taken by any group or organization associated with Keshequa Central School and being transported by Keshequa Central School vehicles to locations outside of the Keshequa Central School District.

Trip Assignments: All paid school trips must be placed on the trip wheel and offered to regular drivers. Any trip that is not taken by a regular driver as a result of being offered on the trip wheel will then be assigned by the Transportation Supervisor to any qualified driver.

Chaperones: A chaperone is a responsible person needed to supervise students on school trips. There will be at least one chaperone assigned to each bus. At no time will it be assumed the bus driver will act as a chaperone.

Should a driver feel that passengers are creating a disturbance which distracts the driver or may create a safety issue, or if driving conditions are such that they will endanger passenger safety, the driver shall stop the bus in a safe location. The matter will be discussed with the chaperone and the matter resolved before the trip is resumed.

Charter Trips: Charter trips include all trips taken by not-for-profit organizations that are approved to use Keshequa Central School vehicles. Drivers may not be paid by the requesting organization for driving charter trips. Any payment received for driving a Keshequa Central School Bus must be made by Keshequa Central School, and school trip pay will be the rate used to pay the driver.

IV. Computation of Wages

Regular Driver: A regular driver is a driver hired by the school district to drive a regular route during the school year. Drivers' work year includes all days that students on the driver's route are in attendance, three (3) Emergency Closing Days, two (2) Superintendent's Conference Days, and one (1) Training Day.

Substitute Driver: A substitute driver is a driver hired by the school district to transport students when a regular driver is unable to do so. A substitute driver will not have a guarantee of hours or routes to be driven.

Steps: New regular drivers will begin on step 1. All step increases are effective July 1st. Drivers must be employed a minimum of 6 months in order to move to step 2. In cases where the driver has not been employed for 6 months as a regular driver, the driver will advance to step 2 July 1st of the next fiscal year. The following year the driver will advance to step 3. Pay increases after step 3 will be the result of contractual negotiations. Step increases are based on continuous employment as a regular driver.

Regular Driver Wages:

| | Hourly Rate of Pay | | |
|---------------|---------------------------|------------------|------------------|
| | 2007-2008 | 2008-2009 | 2009-2010 |
| Step 1 | \$16.45 | \$16.70 | \$16.95 |
| Step 2 | \$18.24 | \$18.79 | \$19.35 |
| Step 3 | \$20.30 | \$20.91 | \$21.54 |

(Step 1 increases by .25 each year. Steps 2 and 3 increase by 3% each year.)

Substitute Driver Wages: A substitute driver will be paid regular driver step 1 rate. A retired regular driver with at least 10 consecutive years as a regular driver with Keshequa Central School who continues as a substitute with no lapse in time between the two, will be paid regular driver step 3 rate.

Show Up Pay: When a regular or substitute driver is requested to drive and reports to the garage, that driver will receive a minimum of one hour pay at his/her regular hourly rate. When a regular or substitute driver is requested to drive and upon reporting to the garage is informed by the supervisor that the run has been cancelled and the driver is not needed, that driver will receive a minimum of 2 hours pay at his/her regular hourly rate.

Snow Day/Emergency Day Closing Pay: When a substitute driver is driving for a regular driver who is on extended leave, two weeks or more, then the substitute will be paid a normal day's wage for any day that school is closed for a snow or emergency day.

School Trip Wages:

| Hourly Rate of Pay | | |
|---------------------------|------------------|------------------|
| 2007-2008 | 2008-2009 | 2009-2010 |
| \$11.00 | \$11.50 | \$12.00 |

A drop off driver, one that carries students to an event and drops them off and returns with an empty bus, will be paid his/her regular hourly rate for the time worked, with a minimum of one hour pay guaranteed.

Drivers will be paid school trip pay while driving for a school trip. However, if a regular driver gives up his/her regular route to take a school trip the driver will be paid as follows: If the trip hours exceed the regular route hours, the regular route hours will be deducted from the trip hours. The driver will be paid regular pay for the regular route hours and trip pay for the remaining hours.

Meal Compensation: Meal compensation is **\$7.00** per mealtime for the duration of the contract. Compensation will occur when the times that a driver is on a trip include the time between 7:00 a.m. and 8:00 a.m., 12:00p.m. and 1:00p.m., and/or 6:00p.m. and 7:00p.m. In the event the trip is overnight, the driver(s) will be paid

for 3 meals per day. If any other expenses are involved, motel/hotel, tolls, fuel, etc., they will be paid for by the group or school district, whichever is applicable. Any driver who drives for an overnight trip will be paid 8 full hours per day for the duration of the trip.

A driver on any school trip that runs between 1:00pm and 6:00pm for at least 4 consecutive hours will be paid one meal compensation.

Mandatory Training: Mandatory training will include all of the mandated courses and training required for a driver to drive school bus, excluding the Basic Course. **Drivers will be paid their regular hourly rate for time attended.**

Basic Course: The Basic Course is the course required for any driver to be a school bus driver. This course must be completed within the first year of employment.

Basic Course Compensation: After being appointed as a regular driver he/she will be paid \$85.00 by the District for taking the Basic Course. In order to qualify, the driver must be trained by Keshequa Central School and appointed as a regular driver with no lapse of time from the time training started to the time of being appointed as a regular driver. A new driver that is hired and already has taken the Basic Course will not qualify.

V. Health Insurance

Medical Coverage: Regular drivers employed prior to July 1, 2004 will receive 50% premium payment of any district offered insurance plan.

Regular drivers employed on or after July 1, 2004 will receive 25% premium payment of the least expensive plan for the first year of employment and 50% of the least expensive plan commencing with the second year. The start of the second year will be commensurate with eligibility to move to step II of the salary schedule.

Regular drivers, hired prior to July 1, 2004, consistently working over 30 hours per week will be entitled to 75% of the premium payment of any district offered insurance plan. Drivers in this category hired after July 1, 2004 will receive 75% premium payment of the least expensive plan. Consistent assignments requiring over 30 hours per week will be determined by the Transportation Supervisor. Changes in health insurance benefits may occur only on July 1 of each year regardless of any change in driver assignments during the school year.

All employees, regardless of date of hire, will have an insurance plan with a three-tier drug rider.

Regular drivers may purchase dental and or vision insurance at their own expense.

Each employee will be permitted to enter into the District's Flexible Spending Program on a voluntary basis.

COBRA: Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985(COBRA), employees and their dependents are eligible to continue their insurance coverage for up to 18 months when termination of their insurance is due to reduction in their hours worked, or upon termination of their employment. Dependents of employees are eligible to continue their insurance for up to 36 months upon the occurrence of one of the following events:

- A - Death of the covered employee or
- B - Divorce or legal separation from the covered employee or
- C - An employee becomes eligible for Medicare and ceases to participate in the Employer-sponsored plan or the dependents of a covered employee reach the maximum age of dependents coverage.

Those who are eligible to continue coverage have up to 60 days to complete the Continuation Coverage Election Form. They must pay full cost of their premium plus administrative costs incurred by the District.

In Lieu of Coverage: A regular bus driver not choosing health insurance will be entitled to a lump sum payment. The payment amounts are \$1500 for a family plan, \$1250 for 2 person plan, \$1000 for single plan. This declination of coverage must be made by July 1st each year and will be payable in the first pay period in December, in the week opposite the regular payroll, and in a separate check. The declination of coverage will extend for a 12 month period. If an individual needs to resume coverage prior to the conclusion of the 12 month period, they must reimburse the district for the full amount they received. This will be considered a change of status based upon applicable health insurance protocol.

VI. Fringe Benefits

The Transportation Supervisor and the Superintendent of Schools must approve in advance any unpaid time off for regular drivers.

Sick Days: Regular drivers will have twelve (12) days per year **cumulative to one hundred and eighty (180) days**. Sick days may be used for personal or family illness.

Personal Business Days: A regular driver will have two (2) personal business days per year. Personal business days may accumulate to four (4) days. Unused personal business days will be added to sick days.

Bereavement Days: A regular driver will receive five (5) days per year for immediate family death. These days are not cumulative, nor deducted from sick time. Additional bereavement days may be granted by the Superintendent of Schools upon request.

Immediate family will consist of **spouse, children, parents, parents of the spouse, brother or sister, grandchild, grandparent, in -laws, a person whom the employee serves as a court appointed guardian or conservator, domestic partner, significant other, and relatives living in the employee's household.**

Sick Bank: To be created by Bus Drivers at a later date.

Longevity Incentive: To recognize and promote loyalty, pride and dedication to service in the Keshequa Central School District, the District will provide the following incentives to Bus Drivers:

| Years of Service | Incentive |
|-------------------------|------------------|
| 5 | \$200 |
| 10 | \$350 |
| 15 | \$475 |
| 20 | \$625 |
| 25 | \$750 |
| 30 | \$850 |

Drivers must complete the year to receive the incentive. Upon receipt of the individual's claim form by the District's Payroll Clerk, the incentive will be paid in the last check after completion of the appropriate school year.

Unused Sick Days at Retirement: A regular driver who has reached the minimum years of service as specified below and has accumulated sick days shall be eligible for payment of a sum as indicated below at retirement:

Option A: These funds may be used annually to pay the cost of the medical insurance plan in effect for the Keshequa Central School staff. When the funds are exhausted, the retired driver may pay the balance and continue in the medical insurance plan in existence. Should the driver's death precede the depletion of the funds, the remaining funds for accumulated sick days may be used by the spouse for medical insurance purposes.

OR

Option B: The retiring driver will receive an adjustment in the final year's salary of a sum equal to the number of unused sick days times the percentage of daily wages as indicated below:

| <u>Years of Service</u> | <u>Amount per Unused Sick Day</u> |
|--------------------------------|--|
| 10 years to 14 years 11 months | 30%daily wages |
| 15 years to 19 years 11 months | 50%daily wages |
| 20 years plus | 65%daily wages |

To receive this benefit, the driver must notify the Board of Education in writing 60 days prior to commencement of retirement.

VII. Misc.

Arrest: Any driver who receives a summons for assault, endangerment, misuse of alcohol and or drugs, or other such violations, will notify the Superintendent of Schools and/or the Transportation Supervisor within 72 hours of the arrest. Regular drivers will be suspended with pay pending court action on the charges. Failure to notify the above will result in permanent termination of employment.

Time Cards: Each driver will be responsible for his/her time card. Drivers must punch in and out themselves and sign it at the end of the week. Violators will be subject to dismissal.

Drug and Alcohol Testing: The district will pay for drug and alcohol testing of drivers. Should a mobile testing service not be available, then the district will provide transportation and compensation for the driver to be tested at a location outside the district.

Fingerprinting: The district will pay for mandatory fingerprinting of drivers.

Hepatitis B Vaccine: Hepatitis B vaccine will be offered to bus drivers and paid for by the district. If refused, the driver must sign a declination notice.

This is the entire agreement resulting from negotiations between the Association and the Board. This agreement shall continue in effect through June 30, 2010.

A copy of this agreement shall be posted at the Transportation Department Bus Garage.

This agreement shall be signed by the Association Spokesperson, with a ratification endorsement of the Association President and the Superintendent of Schools.

By signing below, we agree and acknowledge the items outlined in this agreement.

Marilyn Capawan
Superintendent of Schools

8/20/07
Date

Salvatore NiCastro
Association Spokesperson

8/20/07
Date

Mary Pike
Association President

8/20/07
Date

Representative for the Board: Marilyn Capawan

Representatives for the Association: Salvatore NiCastro, Dennis Englert, Mike Gallton

Association President: Mary Pike