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Union: **Holley Transportation Personnel Association**

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BUS | 5279

AGREEMENT

BETWEEN

HOLLEY CENTRAL SCHOOL DISTRICT SUPERINTENDENT

AND

THE HOLLEY TRANSPORTATION PERSONNEL ASSOCIATION

7/1 6/30
2008-2012

RECEIVED

JAN 13 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

A. Recognition

Pursuant to Article 14 of the Civil Service Law (The Taylor Law), the Board of Education, hereinafter called the Board of the Holley Central School District, recognizes the Holley Transportation Personnel Association, hereinafter called the Association, as the exclusive bargaining agent of the transportation employees of the District, excluding the supervisor of transportation, head automotive mechanic, substitute bus drivers and effective September 1, 2003, automotive mechanic.

B. Savings Clause

If any provision of this Agreement or any application of the Agreement is found contrary to law or regulations of the Commissioner of Education, then such provision or application shall be deemed invalid and stricken from the contract and/or remedied as prescribed by law or appropriate rule or regulation. All other provisions or applications shall continue for the duration of the contract.

C. Negotiation Procedures

1. When it becomes necessary or appropriate to reopen or renegotiate the contract, the party wishing to negotiate will inform the other party no later than March of the same calendar year.
2. At the first negotiation session, the parties shall exchange negotiation packages. No other items will be brought to the table except by mutual agreement.
3. Upon ratification, the President of the Association and the Superintendent shall sign the contract and it shall become effective for the dates specified.

ARTICLE II

Dues Deduction

- A. The District hereby agrees to deduct dues for the Association from the salaries of the employees covered by this Agreement who voluntarily execute a dues deduction authorization form.
- B. Authorization forms are obtainable from the Association designee and shall be transmitted to the Superintendent or his/her designee no later than two weeks prior to the third pay date after Labor Day.
- C. Deductions shall be made in ten (10) equal installments beginning with the third paycheck after Labor Day.
- D. Amounts thus deducted shall be transmitted to the person designated by the Association no later than one week after the pay checks from which the dues were deducted are delivered to the employees.
- E. The Association shall notify the Superintendent of current rate of membership dues in writing.
- F. If the rate of membership dues changes, the Association shall give the Superintendent thirty days written notice prior to the effective date of such change.

- G. Dues deduction authorization forms, submitted by employees hired after September 15, will be honored, notwithstanding the time limits above, provided such authorizations are submitted to the Superintendent thirty (30) days of the first day of work.
- H. Executed dues deduction authorization forms shall remain in effect until revoked.

ARTICLE III

I. Grievance Procedure

- A. A grievance is a claim by a unit member that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement except Article III, Part II.
- B. The aggrieved employee may be represented by a designee of the Association at all stages, except at the verbal stage. The employee shall be present.
- C. The aggrieved employee will first take the matter up verbally with the Transportation Supervisor within 10 school days informing the supervisor that he/she is submitting a grievance at the verbal stage. The Transportation Supervisor will respond within five (5) school days.
- D. If the grievance is not resolved informally, then it shall be submitted in writing, within five (5) school days, as a Stage I Grievance to the Transportation Supervisor, including the specific Article and Section of this Agreement which are alleged to have been violated, the parties involved in the grievance, if known, redress sought by the grievant, and the time and place of the alleged events leading to the grievance, if known. The Transportation Supervisor shall have five (5) school days to provide a written response to the grievant.
- E. If the grievance is not resolved to the satisfaction of the grievant, it may be appealed in writing to the Superintendent within five (5) school days after receipt of the decision. The process for appeal shall be the same as the written process used for a Stage I grievance. The Superintendent shall hold a Stage II hearing within five (5) school days unless both the grievant and the Transportation Supervisor agree to waive a hearing or set aside the time limit. The Superintendent shall issue a written decision to the grievant and the Transportation Supervisor within five (5) school days after the close of the hearing.
- F. If the grievance is still not resolved within ten (10) school days, it may be presented to the Board for resolution. Such appeal to the Board is to be filed with the Board within ten (10) school days of receipt of the answer from the Superintendent. Failure to do so shall constitute waiver of the grievance.
- G. If the grievance is not resolved by the Board at its next regular meeting or within (10) school days thereafter, and if the Association supports the grievance, it may be submitted to binding arbitration. Such appeal to binding arbitration is to be filed within twenty (20) days of receipt of the answer from the Board. Failure to do so shall constitute waiver of the grievance.

- H. The arbitrator may be selected by mutual agreement between the Association and the District. Failing mutual agreement within (10) school days, an arbitrator will be obtained from the A.A.A. and its rules will apply in selecting the arbitrator.
 - I. The cost of arbitration will be borne equally by the Association and the District.
 - J. The arbitrator's decision shall be binding. It shall set forth the findings, reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
 - K. This grievance procedure shall be waived if the written claim is not forwarded to the Superintendent within thirty (30) school days of the occurrence of the action constituting the grievance.
 - L. The District and the Association will make every reasonable effort to provide documents, communication and/or records in his/her possession, in whatever form whatsoever, concerning the alleged grievance, provided they are not privileged or confidential or the like at the earliest possible grievance stage.
- II. Discipline and Termination Procedure
- 1. Definition
 - A. Discipline and Termination Procedure
For the purpose of this Agreement, the term "Discipline and Termination Procedure" shall mean any dispute or disagreement between the employees in this unit and the District, which dispute or disagreement alleges that there has been a violation, a misinterpretation, or inequitable application concerning discipline procedures or termination of an employee.
 - B. District's Authorized Representative
The term "District's Authorized Representative" shall mean any administrative or supervisory officer responsible for the area in which a grievance is alleged.
 - C. Representatives
An employee shall be allowed a representative of his/her choice to accompany him/her during the steps in this procedure.

2. Procedure

A. Step 1

Within three (3) working days of when the district first became aware of the incident giving rise to an alleged problem, such alleged problem shall be discussed between the employee conceiving himself/herself aggrieved and the District's Authorized Representative. Such alleged problem need not be reduced to writing, but a record shall be made of the fact that there was a discussion of the alleged problem and of the general nature of such alleged problem. A decision on the alleged problem will be given within five (5) working days after such discussion.

B. Step 2

If no satisfactory solution is reached at Step 1, the alleged problem shall be reduced to writing and signed by the employee concerned and submitted to the District's Authorized Representative within the next two (2) working days following receipt of the answer at Step 1. A written answer shall be given to the employee within five (5) working days following receipt of the written alleged problem.

C. Step 3

If the employee concerned is not satisfied with the written answer provided for in Step 2, such employee within five (5) work days following receipt of such written answer, may file a written appeal with the Superintendent of Schools. Within ten (10) work days after receipt of the written appeal, the Superintendent or his/her duly authorized representative shall hold a fact finding hearing with all parties in interest and findings of fact shall be submitted to the Superintendent or made by the Superintendent within ten (10) work days after the receipt of the findings of fact.

D. Step 4

If the employee is still dissatisfied, within ten (10) calendar days of receipt of the Superintendent's decision, an employee may request a hearing of three (3) hearing officers - one picked by the Union - one picked by the Board - one agreed upon by the Union and Board as impartial. The hearing panel will have the power to review the matter, take testimony and submit, within fourteen (14) calendar days, a written recommendation to the Board of Education. The Board of Education's decision shall then be final and binding on all parties.

E. Step 5

If the problem is still not resolved, the employee may request the matter be presented to the Board of Education at their next regularly scheduled meeting. The Board shall hear all sides of the question and may, at their discretion, call for and take testimony. The Board shall render a decision in written form within twenty (20) days.

F. The Discipline and Termination Procedure is separate from and not subject to the Grievance Procedure in Article III, Section #1 - Grievance Procedure.

ARTICLE IV

I. Association Rights

A. Communications

1. The Association may post notices of Association information on a bulletin board in the transportation building, provided, however, that no such notice shall be inflammatory in any way or shall be directed against any member of the administration or the Board, or any employee. These notices are for Association business only.
 2. The Association shall have the right to the responsible use of the bargaining unit members' mailboxes for communicating with the transportation employees.
- #### B. Meeting Rooms
- The Association shall be permitted the use of meeting rooms and the bus garage drivers' room during the school year, provided such use does not interfere with the school's education program, does not interfere with the school's maintenance programs, and the Association fills out the required request forms in advance of the use. The transportation supervisor will determine if such rooms are available.
- #### C. Paid Leave
- Upon two (2) weeks written notice to the district, one employee who is an elected delegate shall be allowed up to two (2) paid leave days each year for the purpose of attending the annual convention of its state affiliate. The Association will be required to reimburse the District for the cost of obtaining a substitute driver.
- #### D. Meetings
- There shall be a meeting at least once each year but not more than four times each year with the District Superintendent, Supervisor of Transportation, Board of Education, committee members, and Association representatives for the purpose of discussing discipline problems as well as other problems.

II. Management Rights

The Holley Board of Education retains all management rights and functions it possessed prior to entering into this Agreement and may formulate rules and regulations, including safety regulations, for the conduct of its employees in the operation of school district business. Written notice of such rules and regulations will be provided to all employees.

ARTICLE V

Leaves

A. Sick Leave

1. Any employee hired after July 1, 2008 will accrue 1 sick day per month for a maximum of 10 sick days per year.
2. For all current employees, ten (10) days, as applicable, shall be available on the first scheduled day of the school year, they shall be considered earned at a monthly rate for employees hired during the year or terminating employment during the year.
3. Unused sick days shall accumulate for succeeding years to a maximum of two hundred and twenty-five (225) days in 2004-05, two hundred and thirty (230) days in 2005-06, two hundred and thirty-five (235) in 2006-07 and two hundred and forty (240) days in 2007-08.
4. Immediate family, for the purpose of determining sick leave shall mean any blood relative residing in the same house with the employee or a parent, spouse, child, stepchild, adopted child, brother or sister, whether living with the employee or not.
5. The Superintendent may require the employee to submit a physician's statement as a condition of payment for continuous sick leave in excess of five (5) days.

B. Personal Leave

1. Each unit member shall be granted two (2) days of paid personal leave per year.
2. Requests for personal leave will be submitted in writing to the Transportation Supervisor forty-eight (48) hours in advance of the desired day whenever possible.
3. The Transportation Supervisor's written decision as to whether or not the time can be granted without reducing his/her staff to an insufficient level to operate, will be final for granting or denying personal leave. This decision shall be written or typed by the Transportation Supervisor and delivered to the driver as soon as possible. The supervisor's decision shall be subject to the grievance and arbitration procedures, but shall be upheld unless found to be arbitrary and capricious.
4. No personal leave days will be taken on the day preceding a holiday or vacation period nor the day following a holiday or vacation period, nor may personal days be used in connection with days without pay in order to lengthen a vacation period.
5. A personal leave day may be taken only for personal reasons which must be handled during the work day and which requires the personal attendance of the employee.
6. Unused personal leave shall be credited towards the driver's unused sick leave.

C. Other Leave

1. One (1) leave day with pay shall be granted an employee who is a father on the day of the delivery of his child.

Bereavement Leave

5 Days Leave, With Pay

Mother, Father

Husband, Wife

Mother-in-Law

Father-in-Law

Son, Daughter

Stepchildren

Adopted Children

Grandchildren

3 Days Leave, With Pay

Brother, Sister

Brother-in-Law

Sister-in-Law

Daughter-in-Law

Son-in-Law

Grandmother

Grandfather

1 Day Leave, With Pay

The employee's or Spouse's Aunt
or Uncle

Niece

Nephew

2. When a bereavement situation occurs during the December, February or April recess, the following will apply. Subtract from the employee's allotted bereavement leave the number of non-holiday weekdays (Monday to Friday) remaining after the date of death. The employee may use this number of bereavement days upon return to work.
3. A written request for leave must be submitted to the Transportation Supervisor forty-eight (48) hours in advance whenever possible. If such notice is not submitted, the employee must submit certification of the reason for taking leave upon his/her return from such leave.
4. The terms of this Article shall not preclude the granting of additional leave time with or without pay at the discretion of the Board.

- D. At the beginning of each school year, each employee will receive, from the main office, a statement of accrued sick leave, if requested.

E. Maternity Leave and Child-Rearing Leave

1. Maternity leave shall include paid leave for pregnancy and child birth related disability and unpaid leave for child rearing purposes.
2. An employee who incurs disability as a result of pregnancy or childbirth shall be entitled to utilize the paid sick leave provisions of this Agreement. An employee who exhausts paid leave during such disability shall be entitled to unpaid leave until termination of the disability, provided such disability is temporary and short term in nature.

3. An employee who becomes pregnant or an employee who legally adopts a child may also apply for and will be granted child rearing leave, which shall be an unpaid leave when the employee is not disabled and for the purposes of preparing for child birth or caring for the child after child birth disability terminates. Written request for such leave shall be made at least 90 calendar days prior to the anticipated commencement of the leave. If leave is requested prior to disability, it shall commence at the beginning of a semester. A child rearing leave shall be without pay or benefits, but the employee may continue health insurance by contributing the full cost of the premiums therefore. Child rearing leave may be granted for a period not to exceed the next three semesters following the beginning of such leave.
4. In the event that an employee does not request a child rearing leave, she shall be expected to return to work at the termination of her period of disability.

ARTICLE VI

Health and Dental Insurance

A. Health Insurance

All employees hired after July 1, 2008 may join the health insurance plan offered by the District. The District will pay 100% of the premium for either individual, two person, or family coverage for any health care plan offered by the District.

If an existing employee has elected to remain in the traditional plan, the district will pay 80% in 2007-08 and every year thereafter for either individual, two person or family coverage as applicable to each professional employee desiring to be covered.

For the traditional plan, on December 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand name drugs and \$20 for non-formulary drugs.

Health insurance elections must be made by June 15th of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.

Employees who elect not to receive health insurance through Holley will receive a buy-out stipend of \$2000. The health care plan offered by the District for most employees shall be the only plan available henceforth.

- B. The coverage shall include the full calendar year.
- C. No employee who is covered under any other hospitalization plan of his/her own or his/her immediate family, any part of the cost of which is paid by another employer, shall be eligible for coverage by the District under this provision. The District may, from time to time, require written certification from any or all employees covered by the Agreement that the employee is in compliance with this paragraph of the contract. In addition, the District may make reasonable inquiries or require reasonable documentation by the employee concerning compliance with this paragraph.

- D. Bus drivers, beginning regular employment with the District after 6/30/78, must be assigned to at least four regularly scheduled daily runs in order to be eligible for participation in the health insurance and major medical plan.
- E. For retirement purposes, unused sick leave may be accumulated up to 240 days on July 1, 2008 and thereafter, from the beginning of probationary appointment by the school district. The dollar value of such unused sick leave may be used to purchase a portion of, or all of the cost of continuation of coverage after retirement for the employee and/or spouse in the current district group health insurance plan until such sum is exhausted. The dollar value of unused sick leave shall be calculated by multiplying 1/200th of the average salary for any consecutive three-year period by five tenths (.5) the number of unused sick days. The three-year period shall be selected by the employee. Any retiree who notifies the District, in writing, at least 30 days prior to retirement that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in Article VI, Section E above, but shall instead receive a non-elective employer contribution into the retiree's 403(b) account, offered by the District's 403B plan, in an amount equal to that of the benefit described in Article VI, Section E above, subject to the IRC 415(c) maximum contribution.
- F. A retiree shall not have an option to receive cash for the benefits provided under Article VI, Sections E and F above. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403(b) account of the retiree's choice—whose plan accepts the employer's contribution.
- G. Dental Insurance
Dental insurance coverage shall be available to those transportation employees desiring such coverage. The cost of this dental insurance coverage shall be borne by the transportation employee through payroll deduction.
- H. Section 125 Flexible Benefit Plan
A complete optional Section 125 Flexible Benefit Plan will be in place by October 1, 1996, at no cost to employees. H. Nothing in this contract shall prevent the District from employing the services of third party administrators to administer health plan.
- I. In the event of an employee's or retiree's death, the spouse shall be entitled to pick up group rate insurance coverage.

ARTICLE VII

Life Insurance

- A. All current employees hired prior to July 1, 2004, are grandfathered into the language in the contract that the carrier offers to group, term life insurance and will expire at age 70 ½ and clauses D, E, and F below which apply to this group only.
- B. Employees hired after July 1, 2004 shall not receive life insurance.
- C. The policy shall be in an amount equal to the annual salary adjusted to the next higher \$1,000 limited to a minimum of \$2,500 and a maximum of \$25,000.

The drivers at their expense can elect to increase this coverage to the following maximum amounts. Life insurance expires at the age of 70 ½.

After 10 years of service:	\$15,000
After 15 years of service:	\$20,000
After 20 years of service:	\$25,000

- D. If at retirement an employee has been employed by the District for fifteen (15) years, his/her insurance will continue at no cost to the employee.
- E. If at retirement an employee has been employed by the District for ten (10) years, the insurance will continue at the rate of employee contribution.
- F. If at retirement an employee has been employed by the District for less than (10) years, the insurance will cease.
- G. To participate in this program, the employee will contribute fifty (50 cents per month for each \$1,000 of insurance.

ARTICLE VIII

Work Assignments

- A. Work Day
 - 1. The regular workday for drivers, including pre-trip and post-trip checks, will be based on four and one-half hours per school day. Regularly scheduled runs, excluding the WeMoCo run, (including the pre and post trip checks) in excess of four and one-half (4½) hours per school day, will be prorated accordingly. The drivers of special education runs shall be prorated for all assignments after 4 ½ hours per day, not to include field trips, sports trips or any extra curricular trips.
 - 2. In the event of an emergency closing, every attempt will be made to notify every driver.

B. Extra Trip Schedule

Such postings shall occur at least two weeks in advance of extra trips, whenever possible. Drivers have five (5) hours during normal school hours from the time of posting to accept/reject a trip before it is automatically assigned to the next person. Any posting after 4 p.m. drivers will have until 8.a.m. the next morning to accept/reject a trip before it is automatically assigned to the next person. In the event that an assigned trip is called, the driver will be automatically eligible for the first available unassigned trip. They will also remain on the list of extra trips in the normal rotation schedule. In situations where fewer buses are needed than the number originally allocated, the last driver to sign up for the trip will be removed from the trip.

The current practice for compensating drivers will remain the same.

New drivers may take extra trips immediately.

*Unassigned trip also includes any trip that a driver has not signed up for within the five (5) hour period.

C. Extra Trip Assignments

1. The Transportation Supervisor shall schedule all extra trips in the following manner:

- a. An alphabetical list of regular drivers shall be posted and each trip scheduled shall be offered in rotation to regular drivers.
- b. If all regular drivers refuse a trip, the Transportation Supervisor shall be free to offer the trip to any person eligible to drive. If a driver refuses an extra trip, he/she will not be eligible for another trip until his/her regular rotation is due again.
- c. Regular drivers making extra trips that interfere with a regular run shall be compensated at their regular rate of pay per hour until 4:10 P.M.
- d. After 4:10 p.m., extra trip drivers will be compensated at the rate of:—\$13.33 per hour. The extra trip working hours will be calculated after the regular run hours. A four hour minimum will apply.

2. Drivers will give at least twenty-four (24) hours advanced notice of their inability to take a trip. A substitute driver may take two runs in the morning. This language is to encourage drivers to be willing to sub for Holley.

ARTICLE IX

General Working Conditions

- A. Whenever practicable, each driver will be given one fifteen (15) minute rest break every two (2) hours when driving extra trips.
- B. Any notification from New York State which relates to the employee's job status or requirements will be posted on a bulletin board in the transportation department building.
- C. A relay system will be established to speed up the contact of all drivers whenever there is an emergency school closing.
- D. No driver will be disciplined in any manner when he/she designates a pupil to leave the bus to get assistance in connection with a bus emergency.
- E. Whenever practicable, drivers will receive notification within twenty-four (24) hours when a student is no longer assigned to ride a bus.
- F. Drivers must park in their assigned parking area, lock their vehicles and keep their keys.
- G. Monies will be advanced to drivers prior to a trip requiring an overnight stay to pay their expenses provided that a proper voucher has been filed. A verification of expenses will be filed by the driver within two days after return. Any monies advanced in excess of verified expenses, will be returned to the District. The cost of any verified expenses in excess of the monies advanced will be reimbursed to the driver upon arrival at the next board meeting. An alternative to money advancement will be for the District to arrange for direct billing for the motel room and meals through the motel.

ARTICLE X

Seniority Rights

- A. Seniority
 - 1. Seniority shall be determined as the length of continuous service with the District from the date the employee began regular employment in the District.
 - 2. In the event two or more employees began employment on the same day, the employee whose application was dated earliest will have greater seniority.
 - 3. All appropriate clauses under Civil Service, such as status of veterans and resignations, shall also apply to seniority.
 - 4. Upon request, the District shall furnish the Association with a seniority list including all employees covered by this Agreement. The list will include the employee's name, date of hire and job title, updated yearly.

5. Seniority shall be used as the basis for all work assignments whenever possible. However, summer school runs and special education summer runs shall be assigned from interested drivers on a one (1) full week rotational basis. The one (1) week rotation shall be assigned by seniority with the most senior interested drivers assigned to the first one (1) week rotation. If no unit members are available, subs may be assigned to the run.
6. For all daily scheduled summer runs that are scheduled or changed without notice, drivers will be guaranteed 4 hours pay at minimum wage.

B. Layoff

1. Employees to be laid off shall be given at least thirty (30) calendar days notice in advance of such layoffs.
2. Employees will be laid off in the reverse order of seniority.

C. Recall

1. Employees laid off under the provisions of Section B above shall be placed on a preferred recall list.
2. Employees will be recalled in their order of seniority.
3. Employees, refusing job offers pursuant to recall rights, shall lose all such recall rights.

D. Posting

1. At such time as a driver assigned to run formally relinquishes his/her run by providing written notice to the Transportation Supervisor, the run shall be posted for bid for a minimum of four (4) workdays before the run is regularly assigned. In addition, the posting shall include a mailing of such posting to the Association President when such posting occurs during a vacation period and said four (4) work days minimum will be extended to six (6) work days. All other things being equal, the driver with the greatest seniority will be offered the run. Unsuccessful applicants will, upon request, receive reasons for not being assigned desired runs.

E. Assignments

1. Whenever the regular trip driver is unable to work, unit members will be assigned to the run on the basis of seniority. If no unit members are available, the substitute drivers may be assigned the run.

ARTICLE XI

A. Salary Compensation—Salary increase on each unit members’ base salary will be established for the length of the contract.

	<u>2008/2009</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
Beatty, Larry	\$11,758.80	\$12,443.00	\$13,244.78	\$14,081.91
Brooks, David	\$11,758.80	\$12,443.00	\$13,244.78	\$14,081.91
Klatt, Ryan	\$11,758.80	\$12,443.00	\$13,244.78	\$14,081.91
Mauro, Gerold	\$11,758.80	\$12,443.00	\$13,244.78	\$14,081.91
Pyles, Kathleen	\$11,758.80	\$12,443.00	\$13,244.78	\$14,081.91
Ferries, Brad	\$12,147.30	\$12,831.50	\$13,633.28	\$14,470.41
Tuttle, William	\$12,147.30	\$12,831.50	\$13,633.28	\$14,470.41
Jewell, Dianne	\$12,549.40	\$13,233.60	\$14,035.38	\$14,872.51
Rowland, Deanna	\$12,965.57	\$13,649.77	\$14,451.55	\$15,288.68
Moak, Darren	\$13,933.80	\$14,618.00	\$15,419.78	\$16,256.91
Neary, Patrick	\$13,933.80	\$14,618.00	\$15,419.78	\$16,256.91
Daniels, Danny	\$14,671.80	\$15,356.00	\$16,157.78	\$16,994.91
Spencer, Tammy	\$15,171.80	\$15,856.00	\$16,657.78	\$17,494.91
Barber, Linda	\$20,490.88	\$20,695.79	\$20,954.49	\$21,216.42
Dickinson, Don	\$20,490.88	\$20,695.79	\$20,954.49	\$21,216.42
Kingdollar, Vanessa	\$20,490.88	\$20,695.79	\$20,954.49	\$21,216.42
Newbould, Donna	\$20,490.88	\$20,695.79	\$20,954.49	\$21,216.42
Sime, Cheryl	\$20,490.88	\$20,695.79	\$20,954.49	\$21,216.42
Weatherbee, Diane	\$20,490.88	\$20,695.79	\$20,954.49	\$21,216.42

The starting salary will be \$11,100. Salary will increase at the rate of 3.5% for each succeeding year, for the remaining years of the contract.

B. The driver for the WeMoCo trip will be paid regular wages for four and one half (4 1/2) hours. The remaining three hours waiting time will be compensated minimum wage.

- C. Incentive Pay System (These payments are non-accumulative.) for employees prior to July 1, 2008:
- | | |
|----------------|-------|
| After 5 years | \$200 |
| After 10 years | \$300 |
| After 15 years | \$400 |
| After 20 years | \$622 |
- For employees hired after July 1, 2008:
- After 10 years of service, a one-time payment of \$500.00 will be awarded to the unit member.
 After 20 years of service, a one-time payment of \$1,500.00 will be awarded to the unit member.
 It will be the responsibility of the unit member to request approval of payment in writing, to the Superintendent.
- D. The work years: The work year will be a maximum of 185 days. This figure will be used in computing the hourly rate.
- E. Payroll: Employees will be paid on a bi-weekly basis and the schedule of paydays will be posted at the beginning of the school year. Payroll check stubs will include a breakdown of amounts withheld and adjustments due such as overtime, extra trips, docking, etc. Any payroll errors will be corrected as soon as possible.
- F. Unit members will advance on schedule and receive their incentive stipends on the anniversary of the date on which they began regular employment.

ARTICLE XII

Retirement

The District provides participating for bus drivers in the New York State Employee's Retirement System non-contributory 1/60th benefits plan under Section 75-i as added by Chapter 1006 of the Laws of 1966 commonly referred to as "1/60th Non-Contributory Plan."

ARTICLE XIII

Miscellaneous

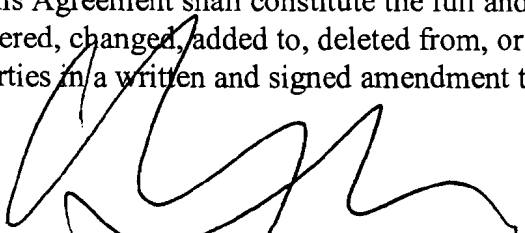
- A. It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereto, shall not become effective until the appropriate legislative body has given approval.
- B. Any individual agreement, arrangement or contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.
- C. Copies of this Agreement shall be furnished by the District and distributed to all members in the unit as soon as practicable. A copy shall be given to each person employed thereafter by the District before the employee begins his first day of work. The Association will be given a copy for its file.
- D. Any unit member who is assigned to attend a workshop or conference will be reimbursed all allowable expenses including mileage set by Board Policy for the use of personal vehicles and will be paid his/her regular rate of pay for the time spent for such conference, not in excess of eight hours per day. Unit members shall use district vehicles when available.

- E. No employee covered by this Agreement shall be discriminated against because of membership in the Association or activities on behalf of the Association. Neither the District nor the Association shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, creed, color, political affiliation, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex.
- F. Any required training programs or courses required by the Vehicle and Traffic Law shall be provided at no expense to regular bus drivers.
- G. There shall be an official personnel file for each employee which shall be maintained in the Superintendent's Office. An employee may inspect his/her personnel file upon reasonable notice and may be accompanied by any person he/she designates. An employer may submit a written, signed and dated statement regarding any item in the file and such statement shall be placed in the file. Before any written item which is critical of an employee is placed in the employee's file, the employee shall be given a copy thereof.
- H. If an employee is to be formally disciplined, he/she shall be entitled to have a representative of the Association present if he/she so requests and such discipline shall be in private.
- I. Where a permanent vacancy occurs, the District may fill the vacancy with a substitute for a maximum period of 30 days, provided that there is a qualified substitute already working for the district. If the substitute is appointed by the Board of Education to permanently fill the vacancy, his or her seniority date for purposes of step movement shall be the date upon which he or she filled the vacancy on full time basis.

ARTICLE XIV

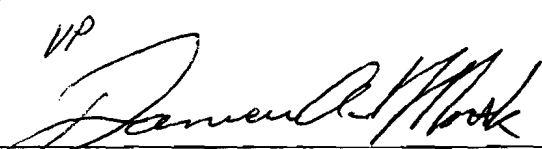
Duration and Changes

- A. Provisions of this Agreement shall become effective on July 1, 2008 and shall continue in full force and effect until June 30, 2012 and shall continue in effect from year to year thereafter unless either party to this Agreement gives written notice during the month of March, prior to the expiration of the Agreement, that it desires to open negotiations.
- B. This Agreement shall constitute the full and complete agreements 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.



 Signed for the District

 Date 11/3/08

VP


 Signed for the Association
 Nov. 3rd 2008

 Date 