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Contract Database Metadata Elements

Title: **Floral Park-Bellerose Union Free School District and Floral Park-Bellerose Union Free School District Bus Drivers and Bus Attendants, Amalgamated Transit Union (ATU), Local 1181-1061 (2014)**

Employer Name: **Floral Park-Bellerose Union Free School District**

Union: **Floral Park-Bellerose Union Free School District Bus Drivers and Bus Attendants, Amalgamated Transit Union (ATU)**

Local: **1181-1061**

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BUS/10226

7/9/14

AGREEMENT

BETWEEN

FLORAL PARK-BELLEROSE

U.F.S.D.

AND

**Amalgamated Transit Union, Local 1181-
1061**

July 1, 2013 -June 30, 2016

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7/9/14

AGREEMENT commencing July 1, 2013 and ending June 30, 2016, between the Floral Park-Bellerose Union Free School District ("the District") and Amalgamated Transit Union, Local 1181-1061 ("the Union").

WHEREIN:

It is mutually agreed as follows:

ARTICLE I - RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The Union, having submitted satisfactory evidence it represents a majority of the staff, is hereby recognized as the exclusive bargaining agent for the herein designated staff for the period permitted by law.

B. The unit will consist of:

Full-time & regular part-time bus drivers and bus attendants.

C. No Strike Pledge: The Union agrees to comply with the provisions of the Taylor Law.

ARTICLE II - MEETINGS WITH THE ADMINISTRATION

A. Union representatives may meet with the Transportation Supervisor on an as needed basis.

2) Union representatives may meet with the Superintendent of Schools at least annually.

ARTICLE III - DUES CHECK-OFF AND AGENCY FEES

A. So long as the Union is the exclusive bargaining agent, and so long as the same is permissible by law, the District will deduct from the salary of unit members who submit dues check-off authorizations in writing to the District, dues for the Union in an amount to be determined by the Union in accordance with written memorandum thereof to be filed by the Union with the District. The Union will be permitted to make dues check-off cards available through the schools.

B. Agency Fee: Every member of the bargaining unit who is not a member of the Union will, within 60 days after the initial date of employment, pay to the Union an agency fee. The fee will be certified to the District by the Union, and will be consistent with the requirements of law. The Union will forward to the District a list of non-members and the sum of money to be deducted from each unit member's paycheck for the agency fee. Not later than 30 days after the receipt of a list of non-members, the District will forward the amount to the Union.

ARTICLE IV - SALARY AND HOURS**A. Salary:**

Class B Drivers	2013-2014	2014-2015	2015-2016
1	19.80	20.10	20.40
2	20.15	20.45	20.76
3	20.48	20.79	21.10
4	20.82	21.13	21.45
5	22.52	22.86	23.20

Class C Drivers	2013-2014	2014-2015	2015-2016
1	18.37	18.65	18.93
2	18.71	18.99	19.27
3	19.04	19.33	19.62
4	19.38	19.67	19.96
5	21.08	21.40	21.72

Bus Attendants	2013-2014	2014-2015	2015-2016
1	13.48	13.68	13.89
2	13.65	13.86	14.06
3	13.82	14.03	14.24
4	13.99	14.20	14.41
5	14.27	14.48	14.70

Full-Time Spare Bus Driver	2013-2014	2014-2015	2015-2016
1	19.80	20.10	20.40
2	20.15	20.45	20.76
3	20.48	20.79	21.10
4	20.82	21.13	21.45
5	22.52	22.86	23.20

Effective within 30 calendar days from July 1, 2014, each employee will receive a one-time, off-the-salary schedule bonus of \$250 for bus attendants and \$375 for Class B and C drivers, both minus any applicable taxes and withholdings.

Full-Time Spare Bus Driver:

Duties of spare include all unit work, including bus attendant, Class B and C and yard work including, but not limited to, mail, jump starting vehicles, changing light bulbs and headlights on

buses, opening and closing the yard, checking arrivals and dismissals, and transporting vehicles for maintenance and DOT inspections and other duties as assigned by the District Transportation Supervisor and/or his/her designee.

B. Longevity:

All unit members will receive an annual non-cumulative longevity payment of \$450 after completion of 10 years of service, at the end of the school year.

C. Hours: Six hour guarantee of pay for all employees based on the following guidelines:

1. Where an out-of-District run is cancelled in advance, there are no actual hours worked and accordingly, there will be no pay. This occurs when a parent calls the District in advance that the child will not be going to school; this is the only child on the bus, and the bus driver is called at home.
2. Where either the a.m. or p.m. out-of-District run is cancelled as a result of the fact that the parents are either taking the child to school themselves or picking the child up from school themselves, the bus driver will be paid one-half day's pay or three hours.
3. Where an out-of-District run is cancelled in advance due to an unusual circumstance causing a particular school to be closed; e.g., a burst pipe, affected unit members will be reassigned unit work, as needed, and will receive pay for that day.
4. Where the public schools are open and the parochial schools are closed, although the actual hours worked are reduced, given that the bulk of the assignment is in place, those drivers will be paid six hours.
5. Where the parochial schools are open and the public schools are closed, although the actual hours worked are two hours, given that the driver has to be available both at the beginning of the day and at the end of the day, those drivers will be paid four hours.
6. Bus drivers and bus attendants will be paid when the schools are closed due to inclement weather or an emergency.
7. In instances where there are extraordinary weather considerations (snow, severe storm warnings), the District may choose to cancel all out-of-District bus runs while maintaining all in-District runs. Drivers of out-of-District runs will be assigned to another in-District run as a bus attendant and will be paid at their usual rates.

8. All bus drivers are required as per District practice to conduct safety drills. Bus attendants are required to be present for safety drills. In-District safety drills are conducted at each of the schools by the drivers of the 60-passenger buses. Where this activity exceeds the actual hours worked within the context of the "six hour day," drivers/bus attendants are compensated for additional hours worked. Where this activity takes place within the context of the "six hour day," it would be construed as part of the regularly assigned responsibilities.
9. The bus driver assignment summary provides a description of midday runs that represent additional actual hours worked. These hours, however, are not every day assignments and do not affect the six-hour guarantee.
10. Probe shuttle run on Wednesday - midday and planned local field trips. These activities are intended to take place within the school day and generally do not exceed the "six hour day."
11. Where the kindergarten midday runs are cancelled by the District due to the kindergarten participating in field trips, there will be no pay deduction for the loss of midday runs. In these instances, drivers/bus attendants may be assigned other responsibilities.
12. Actual hours worked beyond the six hour guarantee will be paid at straight time, up to 40 hours in a week, and overtime at time and one-half only after 40 hours actually worked in a week.
13. Notwithstanding anything in Article IV(C) to the contrary, effective July 1, 2014, employees who are assigned to work summer school will be paid for four hours per day or the number of hours worked in the school day, whichever is greater.

ARTICLE V - SICK DAYS AND PERSONAL DAYS

A. Sick days

1. Bus Drivers - Bus drivers will receive six paid sick days cumulative or receive six sick days pay at the end of each school year. Paid sick days are only deducted from the current year's balance. The maximum balance for unused sick days will be 25 days.
2. Bus Attendants - Bus attendants will receive six paid sick or personal days per year on a cumulative basis or receive six sick days pay at the end of each school year. Paid sick days are only deducted from the current year's balance.

Bus attendants may carry over unused days for sick purposes only, up to a maximum of 25 days.

B. Effective July 1, 2014, up to two sick days may be used as personal days. All requests for personal days must be submitted at least one week ahead of time except in the event of an emergency beyond the control of the employee. The District may request proof satisfactory to it of the emergency in order for the request to be approved. Unless approved in writing by the Superintendent of Schools or his/her designee, an employee may not use a personal day immediately before or after a holiday, weekend, day on which the District is closed or day on which the employee used other leave time.

ARTICLE VI - HOLIDAYS

A. All employees will receive 10 paid holidays: Columbus Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

- 1) If July 4 and Labor Day fall within the summer program, employees who work in the summer program will receive holiday pay for those holidays.

ARTICLE VII - HEALTH BENEFITS

The District agrees to notify the Union President of increases in the health insurance premiums.

A. Bus Drivers' options:

OPTION I

Medical
District pays 75%
Employee pays 25%

OPTION II

Dental 100%
Health Rebate
\$450 Individual
\$600 Family

OPTION III

One week vacation pay
Health Rebate
\$450 Individual
\$600 Family

If two persons are currently receiving (or are eligible to receive) family health benefits through the District, only one will be permitted to continue to receive family level coverage. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's health insurance, consistent with the rules and regulations of the health insurance plan and applicable laws and regulations.

If two persons are currently receiving (or are eligible to receive) family dental insurance benefits through the District, only one will be permitted to continue to receive family level coverage.

The District will implement an IRC Section 125 Plan.

Effective July 1, 2013, each employee will be entitled to be reimbursed for up to \$100 per school year for the cost of purchasing or repairing his/her eyeglasses or corrective lenses. To receive reimbursement, the employee must present, by no later than June 30 (effective July 1, 2014, April 30), documentation satisfactory to the District of a purchase or repair made during that school year.

ARTICLE VIII - N. Y. S. EMPLOYEES' RETIREMENT SYSTEM

All employees have the option to join the N. Y. S. EMPLOYEES' RETIREMENT SYSTEM. Employees desiring information about their retirement benefits should contact the New York State & Local Employees Retirement System at 1 (866) 805-0990 or <http://www.osc.state.ny.us/retire/>.

ARTICLE IX - BEREAVEMENT LEAVE AND JURY DUTY

A. Bereavement Leave: Drivers and bus attendants will be allowed a maximum of five days bereavement leave with full pay for each death in the immediate family: parent, husband, wife, sister, brother, child; and three days per year with pay for grandparents, mother-in-law, father-in-law, or another permanent member of the employee's household.

B. Jury Duty: An employee will be granted leave for jury service at full pay less fees paid for the service. Employees must notify the District upon receipt of the jury duty notice.

ARTICLE X - DISCIPLINARY ACTION

A. Employees with five years' experience will be disciplined pursuant to Section 75 of the Civil Service Law.

B. Employees who are covered by Section 75 may be suspended for up to 30 days without pay pursuant to Civil Service Law. The investigation will include the opportunity of the employee to provide factual information to the District's representative prior to the implementation of discipline. The employee has the right to have a Union representative present at all investigative meetings.

C. All other employees will be entitled to an informal disciplinary conference prior to the imposition of disciplinary action.

ARTICLE XI - GRIEVANCE PROCEDURE

A. "Grievance" will mean a dispute involving the interpretation, application or an alleged violation of an explicit provision of this Agreement. In order to be eligible to be processed, a grievance must be filed on the form attached to this Agreement.

B. Basic Principles:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee will have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee will have the right to be represented at any stage of the procedures by a Union representative.
4. It will be the responsibility of the Superintendent of Schools, or his/her designee, to take the steps as may be necessary to give force and effect to these procedures. The Superintendent will have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.

C. Procedures:

Step 1. The grievant will submit his/her grievance in writing to the Transportation Supervisor within 10 school days of the date upon which the grievance occurred. The Transportation Supervisor will render his/her decision in writing to the aggrieved not later than 10 school days after receipt of the grievance by the Transportation Supervisor. No grievance may be brought without the written approval of the Union.

Step 2. In the event that the grievant is dissatisfied with the decision at Step 1, the grievant may appeal the Step 1 decision in writing to the Superintendent of Schools who will meet with grievant and issue a decision in writing within 10 school days. The grievant will be entitled to be accompanied by a Union representative at Step 2 of the grievance procedure.

Step 3. In the event that the grievant is dissatisfied with the decision at Step 2, the grievant may appeal the Step 2 decision in writing to the Board of Education, which will issue a decision in writing within 30 calendar days.

Step 4. Arbitration

- a. If the grievant is not satisfied with the decision of the Board of Education, and the Union approves, the Union will, within 30 calendar

days of receipt of the written Step 3 decision, file a written appeal with the Board of Education. This appeal will contain a complete explanation of the grounds upon which the appeal is based.

- b. No grievance may be brought to arbitration without the approval of the Union. In arbitration, the Union will be the sole and exclusive representative of the grievant. The cost of arbitration (excluding attorneys' fees) will be shared equally by the District and the Union.
- c. An arbitrator will be selected by mutual agreement. In the event that the parties do not agree, an arbitrator will be selected by use of the American Arbitration Association arbitrator appointment process. Effective for all demands for arbitration filed on or after July 1, 2014, the arbitrator will be selected in rotating alphabetical order from the following panel: Howard Edelman, Roger Maher and Arthur Riegel. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than June 1. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the panel contains fewer than three names for one or more months, then a party will have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through the AAA.
- d. The arbitrator will not add to, delete, modify or amend any of the provisions of this Agreement and will limit his/her opinion to the interpretation and application of this Agreement.
- e. The award of the arbitrator will be advisory.

ARTICLE XII - INJURY ON THE JOB

All employees are covered by Workers' Compensation. Injury to an employee during the performance of his/her duty must be immediately reported to the Transportation Supervisor.

ARTICLE XIII - NEW YORK STATE DISABILITY INSURANCE

All drivers and bus attendants will be covered pursuant to New York State Disability Insurance Law. All drivers and bus attendants must make a contribution of \$.60/week for 52 weeks each year for the insurance.

ARTICLE XIV – SENIORITY

- A. Separate seniority lists will be maintained for Class B and Class C Drivers, and bus attendants.
- B. Seniority will be calculated from the date of the bus driver’s approval as a Class B or Class C Driver by the Board of Education. Seniority for bus attendants is also calculated from the date of approval by the Board of Education.
- C. Seniority may not be transferred between categories.
- D. Seniority lists will be posted on or before July 30th for the ensuing school year.
- E. District-wide seniority within job classification will prevail in furloughs and recalls.

ARTICLE XV - WORK SCHEDULES

- A. Bus runs will be posted by the Transportation Supervisor for the ensuing school year by July 30th, including the following:

Run Number; School Name; Number of Children; Starting Time; Midday Time; Start Date of School; Approximate Number of Calendar Days.
- B. A seniority list will be posted on or before July 30th for the ensuing school year.
- C. Employees will be allowed to pick from all runs within classification by seniority. Midday runs will be noted on the runs at the time of the picks.
- D. Driver preferences will be presented to the Transportation Supervisor in writing by August 7th for the ensuing school year.
- E. Drivers will be informed in writing on or before August 15th for the ensuing school year.
- F. Bus run assignments will be posted on or before August 20th for the ensuing school year.
- G. Effective January 11, 2011, employees shall be notified as soon as is practical after the District knows the date on which the Kindergarten Beach Trip is scheduled.

Effective July 1, 2014, Article XV will be revised to read as follows:

- A. Bus runs will be posted by the Transportation Supervisor for the ensuing school year by July 30, including the following:

Run Number, School Name, Number of Children, Starting Time, Midday Time Start, Date of School and Approximate Number of Calendar Days

- B. A seniority list by classification will be posted on or before July 30 for the ensuing school year. Employees will be allowed to pick from all runs within classification by seniority.
- C. Selection of Regular Runs: Drivers and Bus Attendants will select regular runs for the ensuing school year on a date and time in August to be set by the District. The order of selection will be determined by seniority within classification, commencing with the Driver and Bus Attendant having the most seniority. The Union may be present at the selection process.
- D. Midday runs posted after July 1, 2014 will be posted and selected separate from other runs. Midday runs will be selected in order of seniority within classification, commencing with the Driver and Bus Attendant having the most seniority.
- E. Employees will be notified as soon as is practical after the District knows the date on which the Kindergarten Beach Trip is scheduled. The trip will be posted and selected in order of seniority within classification, commencing with the Driver and Bus Attendant having the most seniority.
- F. Field Trips
1. On or before each July 30, the District will post a unit-wide seniority list of all bus drivers.
 2. Every Thursday, a numbered list of field trip runs for the following week will be posted by no later than 10:00 a.m. Bus drivers must select runs by 10:00 a.m. on Friday. Field trip run assignments for the following week will be posted by no later than 3:00 p.m. on Friday.
 3. Bus drivers will be offered, in order of unit-wide seniority on a rotating basis, the opportunity to select a field trip run for the following week, provided that it does not conflict with their regularly scheduled run(s). After a bus driver selects a field trip run or declines the opportunity to do so, his/her name will be moved to the bottom of the list for the purpose of selections for the following week. If, after all bus drivers have been given the opportunity to select, a field trip run remains unselected, then the District will assign that run to the least senior bus driver whose assigned bus runs do not conflict with the field trip run.
 4. Any field trip run scheduled after selections have been made for that week will be offered to the next bus driver on the rotating seniority list until the run is selected.

5. If a bus driver selects a field trip run that is subsequently cancelled and rescheduled for the same week, he/she will continue to be assigned to that run, unless that run conflicts with another run already assigned to that driver. If the run is not rescheduled for the same week, the bus driver who was assigned to that run will be moved to the top of the rotating list for field trip run selections for the following week. If more than one bus driver's run is not rescheduled, the drivers will be moved to the top of that list in order of their unit-wide seniority.

6. In cases of emergency or where time does not permit selection through the rotating seniority list (e.g., absence of driver), the District may assign a driver to the run.

ARTICLE XVI - WORK YEAR

Drivers and Bus Attendants will work their regular hours during the school year and are expected to cover summer runs as necessary. The District will fill any driver and bus attendant needs by first soliciting volunteers. After soliciting volunteers, any unfilled runs will be assigned in inverse order of seniority as necessary.

ARTICLE XVII - LEAVES OF ABSENCE

A. If any employee is elected and/or assigned to any office or position within the Union which requires his/her absence from the service to the District, the District will grant a leave of absence without pay to the employee for the absence until the term of office or position or responsibility expires or is terminated. The seniority of the employee will not be affected by the leave of absence. The leave of absence referred to in this Article may be had only for Union business.

B. No leave of absence will be granted for the purpose of outside employment except as noted in paragraph A.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

A. Performance Appraisal: Employees will be subject to evaluation of his/her performance. An Employee will be entitled to submit a response in writing to his/her appraisal within 10 calendar days from receipt of the appraisal, and will have the right to have the response placed in his/her personnel file.

B. Bus Safety Drills: All employees are required to participate in bus safety drills. The Transportation Supervisor will instruct members of the unit regarding the content and purpose of safety drill presentations. The District will accommodate requests for assistance where employees request it.

- C. Distribution of Contract: The District will reproduce sufficient copies of the final consummated agreement to be distributed to all employees.
- D. Legal Counsel: The District will provide legal counsel to the employees as required by law.
- E. Notice of Vacancy: The District will notify the Union of any job openings in the unit. All employees will be given an opportunity to apply for the listed opening.
- F. Break Schedule: Employees will be provided with the breaks schedule each September.

ARTICLE XIX - MILITARY SERVICE

Employees who enlist in the military service will have their rights governed by applicable law.

ARTICLE XX - UNION ACCESS AND BULLETIN BOARD SPACE

A. The District will not unreasonably withhold consent to permit a Union representative to meet with employees to discuss grievances and any other matters, and to determine whether the provisions of this Agreement are being met, provided that the visits do not interfere with the employees' runs.

B. Bulletin Board Space: Space on one bulletin board will be reserved in the bus yard for use by the Union for the purpose of posting informational material for the Unit. The size and location of the space are to be determined in consultation with the Transportation Supervisor.

ARTICLE XXI - SAVINGS CLAUSE

Conflict with Statutes and Law: In the event any provision hereof is in conflict with law, or any statute now or hereafter in effect, the law or statute will prevail but the balance of the Agreement will remain in full force and effect.

ARTICLE XXII - TAYLOR LAW

SECTION 204-a OF THE TAYLOR LAW: PURSUANT TO SAID SECTION, 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, WILL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

7/9/14

ARTICLE XXIII - FUTURE NEGOTIATIONS

The term of this Agreement is July 1, 2013 to June 30, 2016. The Agreement will automatically renew from year to year, unless either party notifies the other, in writing, at least 120 days prior to the expiration date, of its desire to terminate or modify the Agreement on the expiration date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FLORAL PARK-BELLEROSE
UNION FREE SCHOOL DISTRICT



Superintendent of Schools

8/2/14

AMALGAMATED TRANSIT UNION,
LOCAL 1181-1061



President or Financial Secretary.

JEAN CLAUDE CALIXTE

7/9/14

Grievance Form

Dear _____:

Enclosed is a copy of a grievance filed on behalf of _____, a member of Amalgamated Transit Union, Local 1181-1061. This grievance alleges that the Floral-Park Bellerose Union Free School District violated Article(s) _____ of the parties' collective bargaining agreement.

Very truly yours,
