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Title: **Byron-Bergen Central School District and Byron-Bergen Bus Drivers Association (2018)**

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AGREEMENT

Between

**THE
BYRON-BERGEN CENTRAL SCHOOL
DISTRICT**

and

**THE
BYRON-BERGEN BUS DRIVERS'
ASSOCIATION**

July 1, 2018 to June 30, 2021

**Approved by the Byron-Bergen Bus Drivers' Association
May 15, 2018**

**Approved by the Byron-Bergen Board of Education
June 21, 2018**

Preamble

The Board of Education of the Byron-Bergen Central School District (hereinafter referred to as the "Board") and the Byron-Bergen Bus Drivers' Association (hereinafter referred to as "Association") recognize that it is their function to maintain a smooth running operation to the highest possible degree.

Believing that the functions of the Association are realized to the fullest when mutual understanding, cooperation and effective communication exists between the Board and the Bus Drivers' Association and in consideration of the agreements, understandings, and terms and conditions contained herein, the parties agree as follows.

ARTICLE 1 **Management Rights**

Section A: Specific Rights

The employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services; and the control of the building, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services' to determine whether and to what extent the work required in operating its business and supply its services shall be performed by employees covered by this Agreement to maintain order and efficiency in all its departments and operations.

Section B: General

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights to which belong to and are inherent to the Employer. Any and all rights, power, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Section D

The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of dues and agency fees.

ARTICLE 4 **Grievance Procedure**

Section A

Declaration or Purpose

It is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures where they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

Section B

Definitions

1. A Grievance shall be defined as a complaint by an affected member of the contract unit that there has been a violation, misinterpretation or misapplication of a provision of the agreement.
2. The Chief School Officer is the Superintendent of Schools.
3. Byron-Bergen Bus Drivers' Association shall mean Bus Drivers' Association.
4. Aggrieved party shall mean any person or group of persons in the contract unit filing a grievance.
5. Party in Interest shall mean the *griever's* representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
6. Working Day – A working day is any day the school's business office is open.

Section C

General Principles

1. All grievances shall include the name and position of the aggrieved party; the Article and Section which has allegedly been violated, misinterpreted or misapplied; the time when, and the place where, the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. All decisions shall be rendered in writing at each step of the grievance procedure.

STAGE 2: Business Official - Written

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the Business Official within two (2) working days after the supervisor has given his/her answer in Section E "Stage 1" above.
- b. Within five (5) working days thereafter, the Business Official shall render a decision in writing and present it to the aggrieved party, his/her representative, if any; and the Bus Drivers' Association.

STAGE 3: Chief School Officer

- a. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within two (2) working days after the conclusion of Stage 2, forward the grievance to the Chief School Officer.
- b. Within seven (7) working days after receipt of the appeal, the Chief School Officer or his duly authorized representative, shall meet with the employee and his/her representative and all other parties in interest.
- c. The Chief School Officer shall render a decision in writing to the aggrieved party, and his representative within three (3) working days after the conclusion of the meeting.

STAGE 4: Arbitration

- a. If the grievance is not resolved at Stage 3 above and the aggrieved party wishes to pursue the grievance to arbitration then within fifteen (15) working days after the Chief School Officer has rendered his decision at Stage 4 above, the aggrieved party and/or the Bus Drivers' Association shall submit a written notice to the Chief School Officer of its intent to proceed to arbitration.
- b. Within five working (5) days, the Chief School Officer and the Association shall select a mutually acceptable arbitrator. If the parties are unable to do so, they shall make a joint request to the American Arbitration Association for a list of arbitrators, pursuant to the rules of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision in accordance with the rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to add to, subtract from, or modify any provision of this agreement.

- b. The District will only issue one (1) contract per daily route.
- c. Assignment – is same duty required for more than one (1) day within same work week Monday through Friday (ex. football; swimming; mid-days).
- d. Mid-days – are non-contractual route assignments created that depart from base.
- e. The Transportation Supervisor is responsible for assigning assignments in an efficient and cost effective manner.
- f. The driver has the option to change acceptance of an assignment based on an alteration with discussion and approval of the Transportation Supervisor.
- g. Extra Duty – is duty that does not fit within the parameters of Contractual, Hourly and Assignment Duty types. Except for time segment of 8:45 AM to 2:15 PM Contract Drivers would be eligible for this duty.
- h. Same day field trips (last minute) will be filled by seniority. The transportation Supervisor will make phone calls by seniority, beginning at the top of the seniority list. If there is no answer, the Transportation Supervisor will continue on by seniority until someone is reached, is able and agrees to the field trip. This will not alter a Contract Driver's placement on the wheel.

3. Duty Selection:

- a. Contractual Routes – selected by seniority of the Contract Drivers when contractual routes become available until all routes are assigned.
 - 1. In cooperation with Transportation Supervisor and Bus Drivers Association when deemed necessary all routes could follow a re-selection process, there must be majority agreement of Bus Driver Association.
 - 2. When contractual routes are required to be downsized or upsized, it would be done in a cooperative manner with representation of associated parties (ie. Association, Transportation Supervisor).
 - 3. As a route becomes available during the school year it will be posted for bid. Each Contract Driver will have the option to bid on the available route or routes. The senior Contract Driver requesting the route affected will be assigned. This process will continue until all affected routes are filled.
- b. Assignments - select by top seniority of the Contract Drivers for each assignment, and can only have one (1) Assignment for same time period.
- c. If driver of assignment is unable to perform duty for a single day, the assignment will be assigned by seniority by the Transportation Supervisor or his/her designee.
- d. Extra Duty – is available to drivers when it **DOES NOT** conflict with assigned duty, and starts with Contract Drivers by top seniority on a continuous rotating wheel process. (ie Field trips, etc)

ARTICLE 7

Leaves

Section A **Sick Leave**

1. After three (3) consecutive days of absence, the District retains the right to request a doctor's certificate stating the type of illness which must be submitted to the Transportation Supervisor.
2. Absence forms will be filled out explaining reasons for absence on the first day back to work.
3. First year Contract Drivers will receive one (1) sick day for every school calendar month of work completed (up to a total of 10 days). Contract Drivers with more than one year of experience with the District will receive 12 sick days at the outset of each year, with the privilege of accumulating 250 days.
4. All Association members are entitled to the Family Medical Leave Act (FMLA) benefits as outlined in District Policy 6551 and Policy 6552.
5. Employees will be required to complete and return FMLA leave documentation from the employer including appropriate medical certification under the FMLA.
6. Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days. A cap of additional days is limited to a maximum of 30 days during the length of employment, and requires payback of days borrowed at two (2) days per year.
7. Leave of absence may be given a Contract Driver without pay for a agreed request. Request must be from a Contract Driver who has worked for the District one (1) year or more, with approval of the Transportation Supervisor, providing a qualified replacement may be found.

Sick Leave Bank

Section-B **Sick Leave Bank**

1. A Sick Leave Bank shall be established to provide for the voluntary donation of unused sick leave days from contract drivers to contract drivers who are seriously ill or disabled and have exhausted their paid leave accumulation due to such condition.
2. A contract driver who is unable to work due to a serious illness or disability and who has exhausted his/her paid leave may apply to the Sick Leave Bank Committee. All requests for use of the Sick Bank must be submitted in writing to the Association President. The Association President shall then convene the Sick Bank Committee to

Section D
Personal Leave

1. Contract Drivers shall receive three (3) days annually. These days are non-accumulative and unused personal leave days will be added to the unit member's sick leave accumulation at the end of each school year.
2. Personal leave is defined as that leave granted to conduct personal business that with the cooperation of Transportation Supervisor and employee will be granted, providing a qualified person is available, and determined by first come/first serve process.
3. Personal leave request forms should be submitted as early as possible prior to so that Transportation Supervisor has time to meet the request and demands of Transportation Department.

ARTICLE 8
Jury Duty

Jury Duty Any Contract Driver called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena (except for a legal proceeding involving the Contract Driver or an arbitration under this agreement) shall be allowed his/her full pay as an employee of the District for a total of up to ten (10) school days per year and reviewed by District when excess of ten (10) days on a per individual basis.

No deduction from pay or benefits will be made as a result of a Contract Driver being absent for jury duty.

ARTICLE 9
Medical Insurance

1. Any eligible Contract Driver employed before July 1, 1996, will 20% of the applicable premiums for medical, prescription and/or dental insurance they participate in which is provided by the District.

notice in writing to the Association, reopen provisions of this Agreement for negotiations related to any health benefit that triggers or increases the amount of the Cadillac Tax this clause includes reopening negotiations for wages as well.

ARTICLE 10 **Personnel File**

Upon request of any employee at reasonable times, an employee shall be allowed to view in the presence of the District Clerk or his/her designee, any material in the employee's personnel file, except confidential references. No material, except confidential references, derogatory to the employee's conduct, service, character or personality shall be placed in his/her personnel file unless such employee has been notified of its existence and has had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

Confidential references are the references utilized by the District in reviewing an applicant for a position.

ARTICLE 11 **Accumulated Sick Leave Benefit**

When a unit member is eligible to retire under the New York State Retirement Plan and has ten (10) or more years as a Contract Driver with the District, the following benefit will be made available, once an irrevocable letter of resignation for retirement is received. Written notification of intention to retire must be provided to the District no later than January 31 of the school year preceding the year of retirement. If written notification is received after January 31, the District has the right to postpone payment of the sick leave benefit until the subsequent school year.

For every accumulated sick day the Contract Driver will be granted one (1) days' pay (the value of a day's pay will be determined by dividing the final year salary by 182

This value of accumulated sick leave benefit shall be made solely in the form of an employer non-elective contribution to a qualified IRC 403(b) program designated by the unit member, subject to the contribution limits as outlined in the Internal Revenue Code, section 415(C). No cash or any other form of payment shall be available to the unit member. In the event that the employee participates in the sick leave benefit but such contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as a contribution in the subsequent calendar year.

This article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portions shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the District and the Association shall meet promptly and alter those portions in order to provide the same or similar benefit which conform, as closest as possible, to the original intent of the parties.

2. Longevity

Effective July 1, 2000, each Contract Bus Driver who has completed 10 years of service in the department will receive an annual longevity stipend of the amount indicated on the chart below payable in a separate paycheck.

<u>Years of service</u>	10	\$	300.00
	15	\$	350.00
	20	\$	400.00
	25	\$	450.00
	25+	\$	500.00

3. Anniversary Date

- a. All employees anniversary date is defined as the date an employee is hired.
 - b. Advancements (ex. Wage Steps, Seniority) for Contract Drivers will begin at the time driver is assigned a contractual route by the District.
4. Extra Duty in transportation shall be equal to the hourly Extra Duty pay. Not to include secretarial or custodial work.
 5. Additional driver training with prior authorization will be the same pay as Extra Duty pay.
 6. A driver who works more than forty (40) hours excluding paid leave time off during the week will be paid overtime.
 7. Vehicle and Traffic Law §19-A Mandated Training performed by unit members will be paid at the driver's contractual hourly rate.

Section B

Assignment and Extra Duty Pay

1. Rate of Pay = \$ 16.00 or equal to Hourly Rate if higher.
2. Reasonable notice for extra duty will be notice given on the day or more prior to the duty date.
3. Given reasonable notice, if a driver must refuse extra duty, the driver must wait for his/her next turn on the wheel before being offered another extra duty.
4. Given reasonable notice, the driver will in turn give a response to the Transportation Supervisor as soon as possible so that the next driver in line can receive reasonable notice. Failure to notify the Transportation Supervisor within the reasonable time limit will be treated as a refusal.
5. If a driver is asked for extra duty on the same day as the extra duty occurs, whether he/she accepts or refuses it, he/she will remain on the wheel for the next unassigned extra duty.

2. State athletic events, senior events, whale watch trips or similar programs.

3. Summer Clean/Routes

a. Summer Cleaning - Each driver has the opportunity to clean their own bus during the summer. If a driver chooses not to clean their own bus, other Contract Drivers are offered the option to clean it (by seniority). The rates for summer cleaning are:

Rate per fleet vehicle	Van/Car	\$	75.00
	Mini Bus	\$	115.00
	Regular Bus	\$	165.00

b. Summer Duty – A sign-up list for Summer Duty will be established and follow same process as Assignments and Extra Duty as determined by the Transportation Supervisor.

4. Each driver will complete and turn in all required paperwork (daily sheets, monthly reports, absence sheets) and keep route books up to date. (Each driver shall report to the appropriate person prior to starting each shift.)

ARTICLE 13
Preemptory Provisions

If any provision of the Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to this extent permitted by law. All other provisions shall continue in full force and effect until amended or appealed.


All rights, powers and authority which the Board had prior to entering into this Agreement are retained by the Board, except as those rights which are expressly and specifically limited by the Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any right, power or authority.

ARTICLE 14
Alteration of Agreement

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the District, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

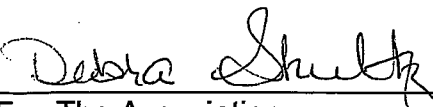
The waiver of any breach or condition of this agreement by either party shall not constitute a waiver of all the terms and conditions herein.

Signature Page



For The District
Mickey Edwards
Superintendent of Schools

Dated: 6/18/2018



For The Association
Debra Shultz
President

Dated: 6-18-18