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2003-04

2004-05

2005-06 ^{6/30}

AGREEMENT

BETWEEN

THE SUPERINTENDENT

OF THE

ARKPORT CENTRAL SCHOOL DISTRICT

AND THE

ARKPORT TRANSPORTATION ASSOCIATION

RECEIVED

JAN 13 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of the first day of July, 2003, between the **Superintendent of Schools** of the Arkport Central School District, Arkport New York, hereinafter referred to as the "Employer" and the **Arkport Transportation Association**, hereinafter referred to as the "Association or ATA."

Article I - RECOGNITION

Section 1

The Employer hereby recognizes the ATA as the sole and exclusive negotiating agent for all bus drivers employed in the Transportation Department for the maximum period permitted by law upon the date of execution of this agreement.

Article II - MANAGEMENT RIGHTS

Section 1

Except as otherwise specifically provided by this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct employees, to hire, promote, reassign, suspend and to take disciplinary action for reasonable cause, and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this Agreement.

Section 2

The Employer shall specifically have the right to formulate and enforce such operation procedures, guidelines and work rules as are deemed necessary for the safe and efficient movement of passengers except as otherwise provided in this agreement. All said procedures, guidelines, and work rules shall be superseded by the ATA.

Article III - ATA RIGHTS

Section 1

The ATA shall have the sole and exclusive right with the respect to other labor organizations to represent all employees in the heretofore defined negotiation unit in any and all proceedings under the Public Employees Fair Employment Act; under any other application law, rule, regulation or statute, under the terms and conditions of this agreement, to designate its own representatives and to appear before any appropriate official of the employer to effect such representation, to direct, manage, and govern its own affairs; to determine those matters which the

membership wishes to negotiate, and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.

Section 2

The ATA may exercise the sole and exclusive right to pursue any matter or issue including but not limited to the grievance procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate, provided however that such activities shall be only on behalf of an aggrieved employee.

Article IV - RIGHTS OF EMPLOYEES

Section 1

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the ATA without fear of coercion, reprisal or penalty from the ATA or the Employer.

Section 2

Employees may join and take an active role in the activities of the ATA without fear of any kind of reprisals from the Employer or its agents.

The ATA will not engage in, cause, encourage or condone any strike, work slowdown or work stoppage against the District nor will the Employees take any similar action on their own.

Section 3

It is understood and agreed that the benefits of Section 75 of the Civil Service Law of the State of New York shall be granted to all employees included in the terms and conditions of this Agreement who have been employed by the Employer for a period of eighteen (18) months.

Section 4

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding providing that no employee organization other than the ATA be the employee's representative.

Article V - DURATION

Section 1

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, June 30, 2006, and shall commence on July 1, 2003.

Article VI - AGREEMENT

Section 1

The Employer and the ATA acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2

This document constitutes the entire Agreement between the parties and no verbal statement or other Agreement in whatever form, except as an amendment to this Agreement in written form and annexed hereto as mutually agreed upon, and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

Article VII - PROBATIONARY PERIOD

Section 1

All newly hired full-time employees shall be considered as probationary employees until they have been employed within the bargaining unit for a period of eighteen (18) months. A full-time employee is assigned both an AM and PM run on the same day.

Section 2

All new full-time employees hired after July 1, 2000, will be given notice at least one (1) month prior to the end of their eighteen (18) month probationary period as to whether or not the District wishes to have them remain in their employ.

Article VIII - RETIREMENT

Section 1

The employer will continue the New York State Public Employees Retirement System plan presently in effect.

Article IX - BULLETIN BOARD

Section 1

The Employer shall permit the ATA to use a bulletin board space approximately two (2) feet high and two (2) feet wide for the purpose of posting meeting announcements, election notices and other notices germane to ATA business and of a noncontroversial nature.

Article X - CONTRACT COPIES

Section 1

The Employer shall reproduce and make available copies of this Agreement to all ATA employees.

Article XI - SAVINGS CLAUSE

Section 1

If any article or part thereof this Agreement or any addition thereto, should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement or any addition thereto, shall not be affected.

Section 2

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION TO PERMIT THIS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL AN APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article XII - SICK LEAVE

Section 1

Each full-time employee shall be permitted to accumulate up to one hundred eighty (180) days of sick leave to be applied toward time off due to illness or injury to the employee or to a member of the employee's family.

Section 2

Sick leave for full-time drivers is paid on type "A" and type "B" trips.

Section 3

Sick leave shall be accumulated at a rate of one (1) day per month plus two (2) additional days for the year. Ten-month employees will receive a total of twelve (12) days per year and twelve month employees will receive a total of fourteen (14) days per year.

Section 4

Drivers who retire will have their accumulated sick leave converted into health insurance premium as follows:

- (a) The District will pay fifty percent (50%) of the premium for individual coverage and thirty-five percent (35%) of the premium for family coverage.
- (b) The driver retiring shall have his total accumulated sick leave days equated to a dollar value by multiplying the substitute driver, type A run rate at the time of retirement by the number of accumulated days. This dollar value shall then be used to pay the difference in the premium and the percent paid by the District as per (a) above until the dollar value is exhausted. Thereafter the driver may continue to participate by paying the difference in premium and the percent paid by the District.
- (c) In the event that the death of the retiree occurs before this benefit is used up the sick leave based payments will be canceled. This sick leave benefit is not transferable to the spouse, estate or other heirs of the deceased retiree. The spouse of the deceased driver may, however, continue to participate in the Plan by paying the appropriate premium to the District.

Article XIII - BEREAVEMENT LEAVE

Section 1

In the event of death in the immediate family, each employee shall be granted time off with pay for time lost during the regular scheduled work week. This time shall not exceed five (5) days and shall normally end on the second day following the funeral. The immediate family referred to herein shall consist of mother, father, mother-in-law, father-in-law, husband, wife, children, grandchildren, sister, brother, grandparents of the employee, and any relative who was residing with the employee.

Article XIV - PERSONAL LEAVE

Section 1

Each employee shall be given two (2) personal leave days per year, which will be deducted from the employee's sick leave.

Section 2

Such personal leave may be taken at the employee's convenience with the approval of the Superintendent.

Article XV - UNPAID LEAVE

Section 1

Unpaid leave of absence up to two (2) weeks in duration may be granted provided the employee makes a written request to the Superintendent at least two (2) weeks in advance. Unpaid leave of more than two (2) weeks in duration must be requested in writing at least three (3) weeks in advance. All requests will be granted by discretion of the Superintendent.

Article XVI - MILEAGE PAYMENTS

Section 1

No employee shall be required to drive his personal motor vehicle for any school business. Should an employee choose to drive his/her own vehicle for any school or association business, the District will not pay mileage.

Article XVII - HEALTH INSURANCE

Section 1

All full-time employees who select Family or Single coverage will contribute thirteen percent (13%) of the current premium cost to the District. This plan shall be the same as the one covering the teachers.

Section 2

All full-time drivers hired after July 1, 1997, will be entitled to single coverage health insurance after a six-month waiting period and will contribute 13% of the premium cost to the district. A driver hired after July 1, 1997, and who desires family coverage will pay 100% of the difference in premium between family and single coverage without which they would otherwise be entitled.

Section 3

A full-time driver, who elects to not take the health insurance coverage, will receive \$500.00 compensation yearly.

Article XVIII - RETIREES / SUBSTITUTES

Section 1

It is understood and agreed that employees who have previously retired from Arkport Central School District are not eligible to drive a Type A or B run on a regular basis nor receive benefits, such as the district contribution toward health

insurance or leaves. Drivers of substitute or extra-curricular runs cannot accumulate seniority toward a Type A or Type B run.

Article XIX - ATA REPRESENTATIVES

Section 1

The president will be given time off for ATA business up to two (2) days with no loss of pay.

Section 2

The employee designated as the grievance representative and the grievant shall be allowed to attend all stages of the grievance procedure with no loss of pay.

Article XX - ROUTE ASSIGNMENTS

Section 1

All routes or runs, whenever possible, shall be assigned to drivers in accordance with seniority, with the senior employee receiving first choice.

Section 2

When a new run of any type becomes available, regular drivers will be offered the opportunity to take that new run based on seniority. If, however, by accepting that new run, the driver has more than one (1) additional run over another driver, that employee must select one of the same type runs to be given up for the next senior driver to select, if they choose.

Article XXI - GRIEVANCE PROCEDURE

Section 1

A grievance may be filed by an employee with regard to the application or interpretation of this Agreement in accordance with the following procedure.

Section 2

A grievance must be filed within ten (10) working days from the time of the alleged occurrence or knowledge of said occurrence by the aggrieved. A grievance not filed within this time will be determined to have been waived.

Section 3

Procedure:

Step 1 - INFORMAL STAGE: Prior to the filing of a written grievance, the aggrieved and an ATA representative will meet with the transportation supervisor to attempt to resolve the grievance orally. If the result of this discussion with the supervisor does not resolve the grievance within three (3) working days, the aggrieved may proceed to the FORMAL STAGE of Step 1.

FORMAL STAGE: A written presentation of the grievance will be made by the aggrieved to his/her immediate supervisor. The supervisor will respond in writing to the grievant within five (5) working days. If the supervisor does not respond within five (5) working days, the grievant may move to step 2. If the superintendent is the Step 1 supervisor, Step 2 will be eliminated and the grievant may go directly to Step 3.

Step 2 - If the grievance is not resolved in Step 1, the aggrieved party may, within five (5) working days after Step 1 is concluded, submit a written grievance to the Superintendent which includes the following:

- (a) The aggrieved party's name and position.
- (b) The Article and Section number on which the grievance is based.
- (c) The time and place where the alleged conditions constituting the grievance occurred.
- (d) The identity of the party responsible for causing the events or conditions resulting in the grievance.
- (e) A general statement concerning the nature of the grievance.
- (f) The relief being sought by the aggrieved party. The Superintendent will reply in writing within five (5) working days.

Step 3 - If the aggrieved is not satisfied with the decision at Step 2, an appeal may be filed with the Board of Education within five (5) working days after receiving the decision from the previous step. The format of the appeal will be the same as in Step 2 except that it will also state why the previous decision was not acceptable to the aggrieved.

- (a) The Board of Education shall hold a hearing on the grievance at the next regularly scheduled board meeting. The hearing shall be conducted in executive session. The aggrieved party and/or his/her representative may be present at the hearing.
- (b) Within ten (10) working days after concluding the hearing, The Board of Education shall render a written decision, signed by the Board of Education and given to the aggrieved party.

Section 4

Any grievance not referred to the next higher step by the aggrieved within the specified time of the above procedure will be considered closed. If the Employer does not answer the aggrieved as to its decision at any step of the grievance procedure within the prescribed time limit, the grievance will be awarded in favor of the aggrieved.

Section 5

By entering into this grievance procedure neither party shall have forfeited its right to seek redress at a court of competent jurisdiction.

Article XXII - SENIORITY

Section 1

Seniority is defined as the length of continuous service with the Employer.

Section 2

For layoff purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Recalls shall be in the inverse order of lay off.

Section 3

As used in Section 1, continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is:

- (a) on paid leave of absence
- (b) absent from, and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease.
- (c) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.
- (d) Effective July 1, 1975, continuous substitute driving of three (3) months duration or more which results in the substitute being assigned to a run on a regular contract basis.

Section 4

Subject to applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one or more of the following occurs; he resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him); he is discharged; he retires; or he refuses a recall.

Section 5

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring official.

Section 6

Seniority shall be the determining factor in the approval of vacations and personal days. Vacation and personal leave requests may be denied by the superintendent if the District determines it would find itself short of drivers for a day or the period of time in question.

Article XXIII - MATERNITY LEAVE

Section 1

Absence for the purpose of giving birth shall be treated as any other sickness or disability.

Article XXIV - LONGEVITY

Section 1

All full-time employees shall be entitled to a longevity increment upon the completion of ten (10) years of service. This amount shall be \$200 paid annually with the driver's last paycheck of the school year.

Section 2

As used in the above paragraph, length of service shall be defined in accordance with Section 3 of Article XXII of this Agreement.

Section 3

Longevity increments shall become effective at the beginning of the first full pay period following the employee's date of eligibility.

Article XXV - PAST PRACTICE

Section 1

Benefits presently in effect and not modified or abridged by this Agreement shall continue in full force and effect for the term of this Agreement.

Article XXVI - COMPENSATORY OR DISABILITY LEAVE

Section 1

Any employee necessarily absent due to a compensatory injury or disease as defined by the New York State Compensation Law, or Workman's Disability Law may, at his discretion, draw his accumulated sick leave or any of the above benefits.

Section 2

An employee who elects to draw his accumulated sick leave may, if he so chooses, surrender his disability check to the Employer and have his used sick leave credits restored.

Article XXVII - PAY AND WORK WEEK

Section 1

The pay day shall continue to be as presently established.

Article XXVIII - MISCELLANEOUS

Section 1 - Definition of trips

Regular Trips:

Type "A" Trips - Generally refers to those trips which are made each school day to transport pupils from home to school and return. Pay is on an annual salary basis for regular drivers hired before June 30, 1981. Drivers hired July 1, 1981, or after will be paid on a per trip basis, or twenty-one (21) equal pay periods.

Type "B" Trips - Generally refers to those trips which are made each school day to transport pupils to and from parochial and vocational school, and transport authorized pupils to their homes late in the day. Pay is on a per trip basis. The person who holds the title of Transportation Supervisor over bus operation will perform "B" trips only if all regular and substitute drivers are not available.

Section 2

Salary and benefit notices will be issued to the drivers on regular trips. Notices to be issued by October 1 of each school year.

Section 3

The times of arrivals and departures of trips as well as the routes and numbers of trips are subject to adjustment as required by the educational program, therefore, changes may be made at the discretion of the Employer.

In addition the Board of Education may contract to have other districts transport pupils or perform maintenance on district owned vehicles. The Board may also contract to transport pupils from other districts. This may be done in cooperation with individual schools or on a regional transportation system basis. The Board may also opt to contract for the operation of our transportation system with a private firm.

Section 4

"Extra Trips" generally refers to trips which are not made on a regularly scheduled basis such as trips to athletic events, field trips, etc. Pay is on an hourly basis with no less than one (1) hour being granted.

Section 5

Trip routes will not be altered by drivers unless they have prior approval from the Superintendent. The only exceptions will be emergency situations and then the driver will report each instance to the Superintendent in writing as soon as possible after he returns from the trip.

Section 6

All planned regular trips shall be posted at least one (1) week before school opens in September.

Notice of the drivers' meeting to determine route assignments will be mailed to the ATA president two (2) weeks prior to the posting. Extra Runs will be assigned by rotation from a written list of Association drivers with preference given to Association drivers and, if not accepted, then offered to substitute drivers of the Administration's choice.

Section 7

When a driver is delayed on a route beyond the normal route time due to adverse weather or mechanical failure, he will be paid for that extra time at the hourly rate.

Section 8

Should a driver feel that pupils are creating a disturbance which distracts the driver or that driving conditions are such that it will endanger the pupils' safety, the driver shall stop the bus in a safe location. The driver will then confer with the chaperones and point out the problem which must be corrected before the trip is resumed. If the driver is still not satisfied that the trip may be safely continued, he will telephone the administrator for instructions. Should no chaperone be present on the bus, and the driver feels that he may not safely continue a trip, he has the option of contacting the administration for instructions or returning the group to school.

Section 9

Since attractive buses are good public images of the school, the Association will originate a system and maintain a practice of having drivers wash the outside of the buses on a regularly scheduled weekly basis. All drivers are responsible for the interior cleanliness of the bus. All drivers, including substitute drivers shall clean the interior of the bus after each trip. All drivers, including substitute drivers, who drive the same bus for five (5) or more consecutive days will wash the bus.

Section 10

It shall be the responsibility of each driver to insure that the overhead doors are in the correct position before entering or leaving the garage.

Section 11

When a driver requests a substitute, he will specify if his absence is due to his own illness, illness or death in the family or for personal reasons.

Section 12

- (a) Each driver will be responsible for doing a pre-check on his/her bus before each run. This will include checking lights, brakes, tires, emergency exits, and engine gauges i.e., oil pressure gauge, alternator gauge, fuel gauge, temperature gauge and air pressure gauge. Drivers will arrive at school with ample time before trips to perform these checks and properly warm the bus before starting on any route or trip.
- (b) All drivers will be responsible for fueling buses as needed as part of a regular run or extra trip.

Section 13

All drivers will perform a walk through inspection of the interior of the bus after each trip to check for students, left behind clothing, etc., and damage.

Section 14

During summer months, the District will have all buses cleaned and disinfected before school starts in the fall.

Article XXIX - SALARY

Section 1 - Type "A" Runs (AM & PM)

All drivers will have their base salary consist of their type "A" and/or "B" rate in effect during the 2002-2003 school year plus incentive earned..

Any full-time drivers hired after July 1, 2003, will have their base rate of pay at hiring for "A" and "B" runs be \$17.50 per trip.

Section 2 - Hourly Rate

The hourly rate will be \$11.63 for the 2003-2004 school year, \$11.98 for the 2004-2005 school year and \$12.34 for the 2005-2006 school year.

Section 3 - Show-up Pay

Show up pay, (if a trip is canceled at last minute, i.e. 15 minutes before leaving time) is payable at the individual driver's current type "B" rate.

Trips to Alfred-Almond to take or pick up buses which are cancelled once the driver has arrived are payable for one hour at the current hourly rate.

Section 4 - Training Pay

Training required by the district and scheduled at times other than an employee's normal duty time will be paid for at the current hourly rate.

Section 5 - Substitute Driver Pay

All substitute drivers will be paid \$17.25 per run for "A" and "B" runs.

Section 6 - Performance Incentive Plan

Up to three percent (3%) Performance Incentive increase may be given at the end of each school year (2003-04, 2004-05, & 2005-06) to drivers covered in Section 1 and 2 who meet the criteria developed for this incentive. Performance Incentive earned each year by an individual will be added to that individual's base pay thereafter. Drivers will be evaluated on or before June 30 of each year in accordance with the procedure outlined in the "Annual Performance Evaluation" instrument which is attached to and a part of this agreement.

ADDENDUM A

NEGOTIATIONS

Section 1

It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between parties. By mutual consent the parties agree to cooperate in exchanging information to reach agreements regarding wages, hours, and other terms and conditions of employment or their items of mutual concern.

Section 2

No later than March 1st of each year, the parties will meet to exchange proposals and establish proceedings for actual negotiations. No later than March 15th, the parties will enter into good faith negotiations over said proposals to reach agreement. If such an agreement is not concluded by May 1, either party may declare an impasse. The party declaring an impasse shall request the State Public Employment Relations Board to designate a person to assist the parties with reaching an agreement. Such assistance will be governed by the provisions of Section 209 of the Civil Service Law.

Section 3

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. (Either party may bring in consultants or advisors with a reasonable attempt to notify the other party in advance of the meeting.)

Section 4

The negotiation meetings of the Board and the Association shall not be open to the public or press nor shall any statement be made either publicly or privately, except as agreed upon in the meeting by both parties for joint release to news media until or unless either side declares an impasse.

Then either side may make public statements concerning negotiations but shall make a reasonable attempt to furnish an advance copy of such statement to the chief negotiator of the other side prior to public release.

This is the entire Agreement resulting from negotiations between the Employer and ATA

EMPLOYER

By William S. Lake
Superintendent of Schools

ATA

By Denise A. Thompson
President

Dated this 25th day of
August, 2003.