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BUS
4877

1. DEPEW PUBLIC SCHOOLS
2. COLLECTIVE NEGOTIATIONS AGREEMENT
3. BY AND BETWEEN
4. DEPEW UNION FREE SCHOOL DISTRICT
5. AND THE
6. DEPEW TRANSPORTATION EMPLOYEES' ASSOCIATION
7. NYSUT Local 4804, AFT, AFL-CIO
8. JULY 1, 2002 - JUNE 30, 2005

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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44 AGREEMENT

45 THIS AGREEMENT, made this 1st day of July, 2002, by and between the Depew Union Free
46 School District and the Depew Transportation Employees' Association.

47 TAYLOR LAW NOTICE

48 "IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS
49 AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY
50 AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME
51 EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

52 ARTICLE 1
53 RECOGNITION

54 A. The Depew Board of Education recognizes the Depew Transportation Employees'
55 Association as the exclusive representative of the bus driving employees and bus attendants
56 of said District. The period of unchallenged status is for the maximum period permitted or
57 allowed by law.

58 B. The Depew Transportation Employees' Association affirms that it does not assert the
59 right to strike and it shall not cause, instigate, encourage, or condone a strike or work
60 stoppage.

61 C. Unless otherwise stated, the word "employee" shall be used throughout the Agreement
62 to mean all regular drivers, substitute drivers, regular bus attendants, and substitute bus
63 attendants.

64 ARTICLE 2
65 CONCERNING THIS AGREEMENT

66 A. Definitions

67 "District" means the Depew Union Free School District and applies to all persons (e.g., the
68 Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of
69 Education) authorized to act on behalf of the District.

70 "Board" means the Board of Education of the District and applies only when it is intended that
71 the Board itself shall act or refrain from action.

72 "Superintendent of Schools" means the person appointed by the Board to serve on a regular
73 or acting basis as the Superintendent of Schools. Anything which this Agreement requires or
74 permits the Superintendent to do may be done by a person designated by the Superintendent.

75 "Association" means Depew Transportation Employees' Association, NYSUT Local 4804, AFT,
76 AFL-CIO and applies to all persons authorized by the Association to act on its behalf.

77 "Employee" means a person in a position included in the unit described in Article 1 of this
78 Agreement, including a "regular substitute" employee, but does not mean such a person who
79 is a temporary employee. As used in this paragraph, "temporary employee" means both: (i)
80 an employee hired to replace an incumbent employee who is absent or is on vacation; and (ii)
81 an employee hired to fill a position which itself will exist only on a temporary basis (i.e., less
82 than six months) by reason of the source of its funding or other reason. The District shall give
83 the Association written notice of each temporary employee hiring.

84 "Party" means the District or the Association.

85 "Parties" means the District and the Association.

86 "Agreement" means this Agreement, all appendices referred to in this Agreement and all
87 amendments to this Agreement.

88 "Amendment" means a change in the provisions of this Agreement
89 made during its term by mutual consent of the parties.

90 "Fiscal Year" means the period which begins at 12:01 a.m. on July 1st of each year and ends
91 at midnight on the next following June 30th.

92 "Execution date" means the date identified as such under the heading "SUBSCRIPTION" of this
93 Agreement which shall be the date on which the parties both sign this Agreement or, if the
94 parties sign on different dates, then the latest date on which a party signs.

95 "Active Payroll" includes only the time when the employee is being paid for working, is on paid
96 leave time pursuant to this Agreement, or is being paid Workers' Compensation Law benefits
97 for time lost from work, as opposed to the time when the employee is on unpaid status such
98 as absent, on unpaid leave or on layoff.

99 "Unit" and "negotiating unit" each means the employer-employee negotiating unit as set forth
100 in Article 1 of this Agreement.

101 "Working day" means a day when the person required to take action (an employee or an
102 official of the District as the case may be) is normally scheduled to work.

103 "School year" means the period from and including September 1st of one calendar year
104 through and including June 30th of the immediately succeeding calendar year.

105 "PM Run": Twelve o'clock noon and any time thereafter is considered the PM portion of a
106 run. Note: It is the dismissal time (not the punch time) that determines whether dismissal
107 is AM or PM.

108 "Seniority" means length of employment by the District as a driver or an attendant measured
109 from the employee's date of hire.

110 "Date of Hire" means the earlier of (1) the day the employee actually began work, or (2) the
111 day the employee was first appointed by the Board of Education.

112 The Probationary Period for a regular or substitute driver will be 90 days worked which will
113 include only days worked as a regular or substitute driver. The probationary period for a
114 regular or substitute attendant will be 90 days worked which will include only days worked
115 as a regular or substitute attendant.

116 B. Duration

117 The term of this Agreement begins at 12:01 a.m. on July 1, 2002, and shall end at midnight
118 on June 30, 2005, unless a successor Agreement has not been concluded by the later date.

119 Each provision of this Agreement goes into effect when the term of this Agreement begins
120 unless the provision in question expressly states a different beginning date in which case such
121 different date shall apply.

122 C. Amendments and Waivers

123 No provision of this Agreement may be deleted, waived or changed, and no provision may be
124 added to this Agreement by implication or by any other means other than a written and dated
125 amendment to this Agreement signed by authorized representatives of each party.

126 During the term of this Agreement, either party may propose an amendment to this
127 Agreement, but neither party shall have the right to insist upon negotiating any matter whether
128 or not referred to in this Agreement; however, this shall not preclude negotiating for a
129 successor to this Agreement. Further, this shall not be construed to be a waiver of the
130 Association's right to object to a unilateral change to a "term or condition of employment" as
131 that phrase is used in the "Taylor Law".

132 D. Interpretation and Legal Effect

133 Except when this Agreement says otherwise, the following rules apply in interpreting this
134 Agreement:

- 135 (1) A word used in the one gender applies also in the other gender.
- 136 (2) A word used in the singular number applies also in the plural.
- 137 (3) Language in this Agreement is to be construed as strictly against one party
138 as Against any other. It is immaterial which party suggested it.
- 139 (4) Each lettered appendix referred to in this Agreement

140 (for example, "Appendix A") is a part of this Agreement and is incorporated
141 in this Agreement by reference.

142 (5) Giving notice to the District means giving notice in writing to the
143 Superintendent by delivering it to him in person (in which case he shall sign
144 a receipt therefor) or by sending it to him by registered or certified mail or
145 telegram addressed to him at Depew Union Free School District.

146 (6) Giving notice to the Association means giving notice in writing to the
147 President of the Association by delivering it to him in person (in which case
148 he shall sign a receipt therefor) or by sending it to him by registered or
149 certified mail or telegram addressed to him at his home address as shown
150 on the books of the District.

151 This Agreement constitutes the entire and complete record of the binding commitments
152 between the parties. From and after the Execution Date of this Agreement, no other document
153 shall constitute a binding commitment between the parties unless it is (i) dated on or after
154 such execution date and (ii) signed by a duly authorized representative of each party.

155 Neither party is obliged to continue any practice or policy except to the extent, if any, set forth
156 expressly in a particular provision of this Agreement. The party intending to discontinue a
157 practice shall provide the other party notice to that effect not later than 10 working days
158 before the effective date of the discontinuance.

159 Except when a particular provision of this Agreement expressly says otherwise, no provision
160 of this Agreement shall be construed to require the District to guarantee to any employee any
161 type, amount or period of work.

162 Any provision of this Agreement which cites a law, rule or regulation is intended to be and
163 shall be interpreted as being only a descriptive summary of such law, rule or regulation having
164 the force or effect of law. With respect to the subject matter of any such provision of this
165 Agreement, it is the intention of the parties that the provisions of the cited law, rule or
166 regulation shall control.

167 This Agreement supersedes any rule, regulation, or practice of the District the continuance of
168 which would violate an express provision of this Agreement.

169 **ARTICLE 3**
170 **JOB SECURITY**

171 A. The Association and the Employer agree that employment is on a continuous basis. If
172 a reduction in staff is necessary, it shall be done in the reverse order of seniority (least senior
173 first) and all the affected regular drivers and regular attendants will be provided with a layoff
174 notice no later than August 25th of each agreement year. In the event this layoff notice is
175 not given, the District will provide no less than 30 days written notice in advance of the
176 effective date of the lay-off addressed to the employee at the address on file for the employee

177 in the District's payroll office. Displaced regular driver and/or regular attendant will replace
178 least senior regular driver and/or regular attendant respectively. Least senior regular driver or
179 attendant will go to top of substitute list and be paid as a substitute if assigned as a
180 substitute.

181 B. The regular bus drivers' and regular attendants' work year shall be in no event less than
182 the number of student attendance days scheduled by the District on which students are
183 transported and guaranteed at a minimum of two hours per pay day for each day worked.
184 Each driver will punch in 15 minutes before he must begin his run in order to do a proper pre-
185 check of the bus. A driver will punch-out when the driver's work is completed or when
186 directed by the District. A bus attendant will punch-in with the driver and assist the driver as
187 directed by the Transportation Supervisor. A bus attendant will punch-out when the run is
188 over or when directed by the District. The two hour guarantee in this paragraph includes the
189 pre-trip bus check in this paragraph. All employees will be paid for actual time worked in
190 accordance with this contract.

191 C. Any run, emergency run, field trip or early dismissal will be compensated at a minimum
192 of two (2) hours pay, except when the subsequent run starts 15 minutes or less after the end
193 of the employee's previous run.

194 **ARTICLE 4**
195 **SNOW DAYS AND EMERGENCIES**

196 A. When schools are officially closed on a working day by an authorized District official
197 due to weather or other emergency, all employees scheduled to work that day will be paid for
198 all hours they were scheduled to work that day. No employee will be entitled to this payment
199 for more than one work day per school year. An employee may, however, use one
200 accumulated day under Article 9 to receive pay for one additional snow or emergency closing
201 day per school year.

202 B. Once a bus is occupied with students and operating on its run after school is closed
203 early due to weather or other emergencies, transportation employees on that bus shall be paid
204 for all time worked.

205 **ARTICLE 5**
206 **HEALTH INSURANCE**

207 A. The terms of this paragraph as contained in the 1997-02 Collective Negotiations
208 Agreement will remain in effect until August 31, 2004. Effective September 1, 2004, this
209 paragraph will provide the following: The District will offer HMO coverage through Community
210 Blue, Univera, and Independent Health for all regular drivers and regular bus attendants. The
211 District's contribution to the cost of health insurance for regular drivers and regular
212 attendants hired before July 1, 1987 will equal 95% of the premium for the HMO coverage
213 such employee selects and is eligible to receive under the insurance plan's terms. The

214 District's contribution to the cost of health insurance for regular drivers and regular bus
215 attendants who were hired after July 1, 1987 and have three years of credited service, as
216 defined in paragraph A of Article 7, as a regular driver or regular attendant will equal 70% of
217 the single premium for the HMO coverage such employee selects and is eligible to receive
218 under the insurance plan's terms. To receive the District's contribution for a particular
219 month, a regular driver or regular attendant, regardless of hire date, must be regularly assigned
220 to work both AM and PM runs and actually have worked both AM and PM runs on, or been
221 paid under this contract for both AM and PM runs on, more than one-half of such employees
222 regularly assigned work days in that month. The requirements of the preceding sentence must
223 be satisfied by such employee in June and September to receive the District's contribution
224 for July and August. The difference between the District's contribution and the cost of the
225 coverage a regular driver or regular attendant selects and is eligible for will be paid for by the
226 employee through payroll deduction.

227 If a regular bus driver or bus attendant hired before July 1, 1987 has been continuously
228 enrolled in District offered health insurance since September 10, 2002 and on or before
229 September 1, 2004, waives health insurance with the District, the District will pay the
230 employee, minus all applicable taxes and withholdings, 50% of the District's contribution to
231 the cost of insurance (based on a premium equal to the average of the premiums for the HMOs
232 offered by the District as of September 1, 2004) that the District would have paid to that
233 employee for the period that the employee waives health insurance. An employee must waive
234 health insurance for at least 12 consecutive months and will be allowed to enroll in a District
235 offered plan during the waiver period only if the employee experiences a qualifying event as
236 defined by applicable law. An employee who re-enrolls during the waiver period will receive
237 a waiver payment only for the period that the employee has waived health insurance. The
238 waiver payment to an employee will be made in four equal amounts during the payroll periods
239 covering September 1st, December 1st, March 1st and June 1st.

240 If a specified type of medical coverage, including but not limited to any rider or co-payment,
241 is no longer available from the health insurance carrier who offered such coverage, the
242 District's only responsibility will be to offer the coverage that is available from such carrier
243 and closest to the level of coverage previously provided. Before changing the coverage, the
244 District will discuss with the Union what offered coverage is closest to the level of coverage
245 previously provided.

246 B. If a regular driver or a regular attendant hired before July 1, 1987 retires after 15 years
247 of service as a regular driver and/or regular attendant with the District or a regular driver or
248 regular attendant hired before July 1, 1987 retires after 20 years of services as a regular driver
249 and/or attendant, the driver or attendant may select health insurance from only the options
250 available to the bargaining unit under this contract. It is recognized that the parties may
251 negotiate changes in such options after the employee's retirement and the retired employee
252 will have to change his selection of health insurance if an option he had chosen is no longer
253 available under this contract. If an option is selected, the District agrees to pay the retiree's

254 health insurance according to the following schedule:

255	<u>After 15 years</u>	
256	First year	75%
257	Second year	50%
258	Third year	50%

259	<u>After 20 years:</u>	
260	First year	75%
261	Second year	50%
262	Third year	50%
263	Fourth year	50%

264 The District's contribution for all eligible employees who retire after the date of the Union's
265 ratification of the 2002-2005 Contract, will be based on the least expensive HMO premium
266 and those employees will not be allowed to enroll in traditional Blue Cross/Blue Shield coverage
267 after retirement.

268 C. All substitute drivers and substitute bus attendants hired after July 1, 1987, regardless
269 of step advancement, may elect to participate in the District health insurance plan at such
270 employee's sole expense.

271 D. The District shall pay for 100% of the premium of the District's health insurance plan
272 for all regular drivers and regular attendants hired before July 1, 1987, for a period not to
273 exceed five (5) years or until the employee is released for work, whichever is shorter, when
274 such employee is unable to work due to a District job-related accident and has been on
275 Workers' Compensation for a minimum of 30 days.

276 E. For purposes of this article only, a regular driver who transfers to a regular attendant
277 or a regular attendant who transfers to a regular driver or substitute driver will retain his
278 original date of hire for determining entitlement to health insurance benefits and entitlement
279 to retirement benefits.

280 F. The District will pay its contribution to health insurance for any employee laid off
281 through the last day of the month in which the employee's layoff notice is dated.

282 G. The District will continue to make health insurance premium payments for an employee
283 who is on paid sick leave or workers compensation leave.

284 H. The District will implement a Section 125 Plan as soon as practicable after ratification
285 of the 2002-2005 Agreement by both parties. The Plan will cover uninsured health costs, co-
286 pays, and employee contributions to the cost of health insurance. The District will pay all set-
287 up costs and Administrative costs.

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ARTICLE 6
SUBSTITUTE ASSIGNMENTS

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A. 1. All substitute drivers having served at least 50 days of successful substitute driving will be considered for a regular appointment when a regular position becomes available (appointments to regular driver status will be by seniority). Upon appointment, the former substitute driver will be placed at Step 1 of the Regular Drivers' Wage Schedule.

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2. All substitute bus attendants having served at least 50 days as a successful substitute attendant will be considered for a regular appointment when a regular position becomes available (appointments to regular attendant status will be by seniority). Upon appointment, the former substitute attendant will be placed at Step 1 of the Regular Attendants' Wage Schedule.

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B. If any regular employee takes a paid or unpaid leave of 10 or more days, and if no regular employee has accepted the assignment pursuant to Article 17, Paragraph F, a substitute will be assigned on the basis of seniority and on a rotational basis to that assignment for two weeks, then the next substitute in rotation will work for two weeks, and so on. This assignment shall include early dismissals and late runs once they are assigned for the year. For example, if a substitute is assigned an A.M. run, the A.M. early dismissal will be included as part of that assignment, and if a substitute is assigned a P.M. run, the P.M. early dismissal and the late run will be included within that assignment.

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On a substitute rotation, if the substitute is available for both A.M. and P.M. runs, he shall be assigned both runs, as needed. A substitute who cannot work both A.M. and P.M. runs must be assigned the run he can work.

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C. A regular driver or regular attendant who wishes to work on a day when he is off from his regular run, or has an early dismissal and finishes his/her work early must notify the Transportation Supervisor in writing at least two (2) full working days in advance and will be called in to work ahead of any substitute employee for that day. A regular driver and/or attendant whose students do not attend school on a particular day will be given preference that day to work over a substitute if the driver and/or attendant has submitted a written notice of availability to the employer before 10:00 a.m. the day that he or she is available for work and there is unassigned work that day at the time the employee submits the written notice of availability. If more than one regular driver or regular attendant provides such notice, assignment will be by seniority. The Supervisor will notify the regular employee one full working day in advance of such an assignment. For example, if such an assignment were to be performed on a Thursday, the first notice under this Section would be due by the close of business Monday, and a decision by the Supervisor by the close of business Tuesday.

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D. If a regular driver agrees to accept a temporary assignment as an attendant, he will be paid according to the attendant's wage schedule for those hours worked as an attendant at the same wage step he is classified as a driver. If a regular driver is involuntarily assigned as an attendant, he will be paid at his normal driver's hourly wage.

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ARTICLE 7
SENIORITY

330 A. An employee's seniority as a driver or attendant shall be measured from his date of hire
331 by the Board of Education, and accrue as follows:

332 Regular drivers/attendants 150 days or more = 1 year of service in any
333 school year

334 Substitute drivers/attendants 75 days or more = 1 year of service in any school
335 year

336 When a substitute employee is appointed to regular status, all time worked as a substitute
337 shall count toward seniority.

338 B. In the event of more than one regular employee being hired on the same day, seniority
339 will be determined according to the date of hire as a substitute employee. If neither employee
340 has a date of hire as a substitute employee, the employee who has the earlier initial payroll
341 date will have seniority. In the event that seniority is not determined by either of the above
342 methods, seniority will be determined alphabetically by last name.

343 C. Any new transportation employee, regardless of prior District service in any other
344 position, shall be at the bottom of the appropriate seniority list. However, for purposes of
345 determining eligibility for health care or retirement benefits under Article 5, such employee's
346 District wide continuous service shall be used.

347 D. A regular driver who becomes a regular attendant, or a regular attendant who becomes
348 a regular driver, can return to his former position only in the event there is an opening, and
349 would be placed at the bottom of the appropriate seniority list. He will, however, retain his
350 original date of hire for determining eligibility to health care and the retirement benefits.

351 E. Seniority shall be used as the basis of assignments of open runs, early dismissals, and
352 extra runs for all employees. An a.m. or p.m. driver who wants to work both a.m. and p.m.
353 must follow the seniority bidding process. An extra run is a regularly occurring run created
354 after the start of a school year and begins outside AM hours (which will begin at the time of
355 the High School driver punch-in and end at the Cayuga driver punch-out) or PM hours (which
356 will begin at the High School driver punch-in and end at the Cayuga driver punch-out).
357 However, an employee may be assigned only to one extra run as part of the employee's
358 regular schedule.

359 F. A copy of the District's seniority list of all employees covered by this Agreement will
360 be updated and furnished to the Union Secretary identified to the District's Central Office not
361 later than August 25 of each school year.

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ARTICLE 8
PERSONNEL FILE

364 There shall be an official personnel file for each employee maintained in the central office. An
365 employee may inspect his personnel file upon reasonable notice and may be accompanied
366 during the inspection by a Union representative. When the inspection takes place, the
367 employee (and the representative, if any) shall sign and date a statement that he has inspected
368 the file. At the time of inspection, the employee shall be given a copy of any item in the file
369 which he requests and he shall sign and date a receipt therefor. An employee may submit a
370 written, signed and dated statement regarding any item in the file and such statement shall
371 be placed in the file. Before any written item which is critical of an employee is placed into
372 the employee's file, the employee shall be given a copy thereof.

373 The District will give a statement to each employee on or before October 31 of each year. The
374 statement will indicate, at minimum, the employee's rate of pay, job position, accrued and
375 current sick/personal leave, employer's contribution (if any) for the employee's health
376 insurance and the medical insurance selected by the employee.

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ARTICLE 9
SICK DAYS/PERSONAL DAYS/HOLIDAYS

379 Unused sick/personal leave days may be accrued to a total of 50 days, which days may be
380 used solely in the event of personal illness verified by a physician's certificate to be supplied
381 by the employee following the fourth consecutive day of such an absence, regardless of
382 whether the absence consists of whole or half days.

383		<u>Steps 1-4</u>	<u>Steps 5-9</u>	<u>Steps 10-15</u>	<u>Steps 16+</u>
384	2002-2005	2	4	5	6

385 Newly hired employees will earn sick/personal days according to the following schedule:

- 386 1. Employees hired as a regular from July 1 through October 31 will receive 100% of
387 the total Step 1-4 benefit.
- 388 2. Employees hired as a regular from November 1 through December 31 will earn 75%
389 of the total Step 1-4 benefit.
- 390 3. Employees hired as a regular from January 1 through March 31 will earn 50% of
391 the total Step 1-4 benefit.
- 392 4. Employees hired as a regular from April 1 through June 30 will earn 25% of the
393 total Step 1-4 benefit.

394 Sick/personal days cannot be converted to cash. An employee must provide two working days
395 advance notice in writing to the Transportation Supervisor if he intends to use a personal day.

396 Sick/personal days will be paid based on the hours of the employees' regular assignment.

397 For salary purposes, the District will compensate employees on sick/personal leave based upon
398 the employee's regularly scheduled hours of work, excluding field trips, early dismissals and
399 extra runs.

400 Sick/personal leave may be taken in half day increments. No more than three employees may
401 be granted personal leave on any given day. For purposes of this Article 9, personal leave is
402 defined as leave for the purpose of attending to urgent personal business which cannot be
403 attended to other than during the employee's scheduled work hours.

404 The unit will be granted four holidays; Christmas, New Years Day, Holy Thursday, and Good
405 Friday as holidays for which each employee will be paid his/her regular day's pay.

406 An employee may convert one current personal day or accrued sick day to paid time off to be
407 taken when the Depew School District is not in session.

408 **ARTICLE 10**
409 **WORKERS' COMPENSATION LEAVE**

410 The District will provide leave without loss of pay to an employee to attend a workers'
411 compensation hearing which occurs during the employee's regularly scheduled working time
412 and concerns a workers' compensation claim by the employee against the District.

413 The District will not provide such leave if the District is disputing the employee's claim on the
414 basis that the employee was not injured during the course of the employee's employment
415 with the District.

416 If such defense by the employer is not sustained, the employer will award the employee full
417 wages withheld from the employee under this paragraph for the time away from work for such
418 hearing.

419 **ARTICLE 11**
420 **LEAVES**

421 A. The Board of Education may grant unpaid leaves for personal emergencies, extended
422 illness, or for other personal reasons. All requests must be in writing on the proper form
423 supplied by the District. Requests for job related and other leaves of thirty (30) days or less
424 must be made to the transportation supervisor and only require approval by the Superintendent
425 of Schools. All leaves of 31 days or longer must have Board of Education approval. Job
426 related leaves will not be granted for periods longer than one (1) year from the date of request.

427 B. Employees returning from an approved leave of one (1) year or less will retain accrued
428 seniority. Those returning from approved leaves for periods longer than one year must be

429 returned to Step 1 seniority, except for employees given sick leave for a major illness or
430 operation who will retain their accrued seniority even if the leave exceeds one year.

431 C. A transportation employee returning from Board approved leave will present to the
432 Superintendent of Schools a letter indicating his availability at least five (5) working days prior
433 to his return.

434 D. Drivers on leave will not be allowed to drive any field trip or run while on leave from
435 both a.m. and p.m. portions of the schedule.

436 E. A.M. and P.M. employees on leave from only the A.M. portion of the schedule may not
437 accept field trips or runs that begin before 12 Noon of any given day.

438 F. Such employees on leave from only the P.M. portion of the schedule may not accept
439 field trips or runs that begin after 12 Noon of any given day.

440 G. The Superintendent of Schools may request a letter from the driver's other employer
441 for job related leaves.

442 H. When an employee returns to work from any paid or unpaid medical leave of three (3)
443 days or more, the employee will submit, if requested by the transportation supervisor, a letter
444 to the transportation supervisor from the employee's attending physician indicating that the
445 employee is able to return to work. Upon receipt of this documentation and subject to the
446 District's right to confirm that the employee is physically and/or mentally fit to return to work,
447 the employee shall be returned to work as soon as reasonably possible.

448 **ARTICLE 12**
449 **UNION BUSINESS LEAVE**

450 Leave without pay shall be granted to no more than two Union Representatives at any one
451 time for the purpose of attending to unit business. Such leave shall be in addition to any other
452 leave provided for in this Agreement. A total of five work days per year will be granted for
453 this purpose. The Union President shall give the District's Transportation Supervisor at least
454 one week's advance notice of the date of any such leave and the name(s) of the
455 representative(s) utilizing same.

456 **ARTICLE 13**
457 **FUNERAL LEAVE**

458 A. Each regular driver and regular attendant shall be eligible for up to five (5) work days
459 off with pay for bereavement immediately following death in his immediate family, i.e. father,
460 mother, child, spouse, brother, sister, in-laws, grandparents, grandchild, current step-child, and
461 current step-parents. School holidays, recesses, and weekends which fall within the
462 immediate five (5) day period following such death shall be considered as part of the

463 bereavement period and shall not result in bereavement pay unless such employee previously
464 was scheduled to work on the holiday, recess, or weekend involved.

465 B. A substitute driver or substitute attendant who is filling in for the same regular driver(s)
466 or regular attendant(s) for a consecutive period of 10 days or longer, i.e. a replacement driver
467 or replacement attendant, shall be eligible for up to three (3) work days off with pay for a
468 death in the immediate family, as described above. Such bereavement leave will be subject
469 to the same conditions and limitations as provided for regular drivers and regular attendants.

470 C. Leave of one (1) workday will be available, subject to the approval of the Transportation
471 Supervisor, for the purpose of attending the funeral of an employee's friend or relative who
472 is not a member of the employee's immediate family as defined elsewhere in this Article 13.
473 No more than two employees may be absent on any one day for this purpose and if two or
474 more employees apply for the same bereavement day for this purpose, the employee(s) who
475 applied first will be given preference. If two employees apply at the same time for this leave,
476 the most senior employee(s) will be given preference. Such leave will be credited against an
477 employee's accrued sick leave for the funeral of an employee's aunt or uncle. Such leave for
478 an employee's friend or other relative will be without pay.

479 **ARTICLE 14**
480 **TRAINING**

481 A. Drivers are eligible to receive compensation for a maximum of three (3) training school
482 certificates. Any driver who has attained more than three will not be eligible for any additional
483 in-service credit. A copy of each certificate must be filed in the Superintendent's Office. At
484 the completion of each course, drivers will receive a separate payment computed as follows:
485 Number of hours in approved course times driver's regular hourly rate at time of course
486 completion up to a maximum of 20 hours per course. Employees with more than 3 training
487 school certificates may voluntarily attend, without pay, additional training school certificate
488 programs sponsored by the District if space remains after giving preference to employees with
489 less than 3 training school certificates and the District will pay the fee for such programs.

490 **TRAINING**

491 A. 1. Training of new drivers will be scheduled during July and August as much
492 as possible. In the event that a head bus driver position is not created, all training that
493 has typically been done by current employees, will continue in the same manner.
494 However, if the District creates and fills the position of Head Bus Driver, the District
495 will have the right to assign training first to the Head Bus Driver. Any additional
496 training work which the Head Bus Driver cannot perform will be assigned to the number
497 of employees necessary and willing to perform the work. Previous trainers will be
498 given preference over new trainers.

499 2. New trainees will attend training without pay for 2 hours per day for 10 days
500 (20 hours) unless otherwise stated.

- 501 3. A trainer will be paid his regular wages for training new drivers.
- 502 4. Training instructors will be selected by the Transportation Supervisor.
503 Previous trainers will be given preference over new trainers.
- 504 5. It is understood that all training will be conducted in accordance with
505 applicable laws.
- 506 6. When an employee is required by the District to attend a mandatory
507 in-service safety or training meeting, he will be compensated for time attending such
508 meeting at his regular rate of pay.
- 509 B. The District will provide at least one (1) training program each year for all new bus
510 attendants and substitute drivers, including providing a written outline of responsibilities for
511 bus attendants. Bus attendants and substitute drivers will be paid for attendance at such
512 meeting.

513 ARTICLE 15
514 MECHANICAL RESPONSIBILITIES

515 Drivers will not be responsible for the draining of air tanks or replacing windshield solvent or
516 any other fluids other than fuel.

517 ARTICLE 16
518 GRIEVANCE PROCEDURE

- 519 A. Definitions
- 520 1. A grievance is a claim by any employee or group of employees of a violation
521 of a specific part of this Agreement.
- 522 2. Supervisor shall mean the Transportation Supervisor.
- 523 3. Aggrieved Party shall mean any person or group of persons in the
524 negotiating unit filing a grievance.

525 **B. Procedures**

526 A written grievance, written decisions and appeal shall be submitted on the form shown in
527 Appendix A attached to this Agreement.

528 The District and the Union agree to facilitate any investigation which may be required and to
529 make available any and all material and relevant documents, communications, and records
530 concerning the alleged grievance.

531 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the
532 District or the Union or any member thereof against the aggrieved party, any representative,
533 or any other participant in the grievance procedure or any other person by reason of such
534 grievance or participation therein.

535 All documents, communications, and records dealing with the processing of a grievance shall
536 be filed separately from the personnel files of the participants.

537 **C. Time Limits**

538 Since it is important to good relationships that grievances be processed as rapidly as possible,
539 every effort will be made by all parties to expedite the process. The time limits specified for
540 either party may be extended only by mutual written agreement.

541 No written grievance will be entertained as described below, and such grievance will be
542 deemed waived unless the written grievance is forwarded at the first available stage within
543 ten (10) work days after the employee knew or should have known of the facts giving rise to
544 the grievance.

545 If a decision at one stage is not appealed to the next stage of the procedure within the time
546 limit specified, the grievance will be deemed to be discontinued and further appeal under this
547 Agreement shall be barred.

548 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved
549 party and the Union within the specified time limit shall permit the lodging of an appeal at the
550 next stage of the procedure within the time limit which would have been allotted had the
551 decision been communicated by the final day.

552 **D. Appeal Procedure**

553 **Stage 1A: Representative - Supervisor Oral**

554 A party having a grievance will notify his/her grievance representative. The aggrieved party
555 will then discuss the matter with the supervisor, with the objective of resolving the matter
556 informally. The representative shall be present during the discussion of the grievance.

557 Stage 1B: Supervisor Written

558 If the grievance is not resolved informally, it shall be reduced to writing as above and
559 presented to the supervisor. If there is any further consultation at this stage between the
560 supervisor and the aggrieved party, the grievance representative shall also be present. Within
561 ten (10) work days after the written grievance is presented to him/her, the supervisor shall
562 render a decision thereon, in writing, and present it to the aggrieved party and his/her Union
563 representative.

564 Stage 2: Business Manager

565 a. If the aggrieved party is not satisfied with the written decision at the conclusion of
566 Stage 1B and wishes to proceed further under this grievance procedure, the party shall,
567 within ten (10) work days after receipt of the written decision, present the grievance
568 through the grievance chairman, to the Business Manager.

569 Within ten (10) work days after receipt of the appeal, the Business Manager and/or the
570 duly authorized representative shall hold a meeting with the aggrieved party and the
571 Union representative.

572 The Business Manager shall render a decision in writing to the aggrieved party and the
573 representative within ten (10) work days after the conclusion of the meeting.

574 Stage 3: Superintendent

575 a. If the party initiating the grievance is not satisfied with the written decision at the
576 conclusion of Stage 2 and wishes to proceed further under this grievance procedure,
577 the party shall, within ten (10) work days after receipt of the written decision, present
578 the grievance through the Union representative, to the Superintendent of Schools.

579 Within ten (10) work days after receipt of the appeal, the Superintendent and/or the
580 duly authorized representative shall hold a meeting with the aggrieved party and the
581 Union representative.

582 The Superintendent shall render a decision in writing to the aggrieved party and the
583 representative within ten (10) work days after the conclusion of the meeting.
584

585 Stage 4: Binding Arbitration

586 a. If the Union and the aggrieved party are not satisfied with the resolution offered at
587 Stage 3, and if the Union determines the grievance to be meritorious, then within ten
588 (10) work days following the date of the Superintendent's written decision, the Union
589 shall give notice of its decision to submit a grievance to binding arbitration by sending
590 a letter to the American Arbitration Association ("AAA") with a copy to the District.
591 The letter shall specifically identify the grievance to be submitted and shall request the
592 AAA to send to the Union and to the District a list of twenty (20) names of arbitrators

593 competent in the area of the grievance. If no mutual selection for an arbitrator results
594 from utilization of this first list, the AAA shall send the parties a second list of twenty
595 (20) arbitrators different than those on the first list. The arbitration proceeding shall
596 be otherwise governed by the Voluntary Labor Arbitration Rules of the AAA to the
597 extent that the said rules do not conflict with this Agreement.

598 The selected arbitrator will hear the grievance promptly and will issue his report not
599 later than the thirtieth (30th) calendar day from the date of the closing of the hearing,
600 or if oral arguments have been waived by both parties, then from the date the final
601 statements and proofs are submitted to him/her. The arbitrator's decision will be in
602 writing and will set forth his/her findings of fact, reasoning and conclusions on the
603 issue.

604 The Arbitrator may not add to, subtract from or otherwise change this Agreement in
605 any way in reaching a decision. The decision of the arbitrator shall be final and binding
606 on all parties.

607 The fees and expenses of the arbitrator shall be shared equally by the District and the
608 Union. All other costs incident to the arbitration shall be borne by the party which
609 incurred them.
610

611 E. Evidence on any point not presented to the District in support of the grievance during
612 the preceding stages of this procedure shall not be admitted by the arbitrator, or otherwise
613 considered for any purpose hereunder.

614 F. Choice of Forum.

615 An employee filing a grievance pursuant to this Agreement shall be deemed to have irrevocably
616 waived any right to pursue the fact pattern of that grievance in any other forum, whether it
617 be administrative, such as the Public Employment Relations Board, or judicial, such as a court.
618 Further, any employee filing a complaint against the District in any forum other than that
619 provided hereunder for the processing of grievances shall be deemed to have irrevocably
620 waived any right to pursue the fact pattern of that complaint under this grievance procedure.

621 The District will not dismiss, suspend without pay, formally reprimand in writing or fine an
622 employee, following the expiration of his or her probationary period, without just cause. In the
623 event the District takes one or more of these actions against a permanent employee, then the
624 employee and the Association, as applicable, may utilize the grievance and arbitration
625 procedures set forth in this Article 15. This provision is in lieu of and constitutes an express
626 waiver by the Association and each permanent employee of any and all rights and protections
627 which may otherwise be available in any other forum pursuant to Sections 75 and 76 of the
628 New York State Civil Law, as amended, or any successor thereto, and will preclude the
629 employee or the Association from proceeding on the matter in any other forum, be it a court,
630 the Public Employment Relations Board, the State Division of Human Rights, the Equal
631 Employment Opportunity Commission, or any other judicial or administrative forum

632 whatsoever, in recognition that proceeding under this Article constitutes a binding election of
633 remedies and choice of forum.

634 **ARTICLE 17**
635 **REGULAR BUS RUNS AND FIELD TRIPS**

636 A. The District has the right to assign regular bus runs, bus drivers, and bus attendants.
637 An "open run" is any run which is vacant. "Vacant" means unencumbered. An open run shall
638 be posted for bidding for five working days. The District will not post any open runs during the
639 first five (5) Depew student attendance days (as indicated by the Depew Student Calendar)
640 at the beginning of each school year and any open run posted during September will be posted
641 for three (3) working days. While the open run is posted, the run will be offered to regular
642 employees by seniority and if this process does not result in the complete assignment of the
643 run to regular employees, the run will be offered to substitute employees on the basis of
644 seniority and on a rotational basis. All employees (including substitutes) will have the right to
645 bid for the position which will be awarded to the senior bidding employee. There will be no
646 bumping of a regular employee by another regular employee.

647 B. The Superintendent's approval may be withdrawn at any time if he feels the employee
648 is not serving in the best interests of the special education students, after first meeting with
649 the employee and a union representative to investigate possible corrective measures.

650 C. Field trips for which the request has been received 24 hours or more before the start
651 of the trip will be assigned on a rotating basis to the most senior regular driver and/or
652 attendant. Unless the Driver and/or attendant reject the trip before the end of his or her next
653 scheduled run, the trip will be deemed accepted. If no regular driver and/or attendant accepts
654 the work, it may then be assigned to a substitute.

655 A field trip for which the request has been received less than 24 hours before the start of the
656 trip, but before the start of the shift during which the field trip will begin, will be posted as
657 soon as possible. It will remain posted until 90 minutes before the start of the trip, at which
658 time it will be assigned to the most senior regular driver and/or attendant signing the posting.

659 A field trip for which notice is received during the shift when the trip will begin, will be
660 assigned to the most senior regular driver and/or attendant who accepts the work. Only one
661 contact to an employee by radio or District cellular phone will be attempted. If the employee
662 declines the work or does not respond to the attempted contact, the employer will proceed to
663 contact the next most senior employee. If the employee has been assigned a District cellular
664 phone, the only contact to that employee will be attempted to that cellular phone.

665 A field trip may be traded only once.

666 D. All field trips commencing and ending outside the hours of a transportation employee's
667 regular run will be compensated for a minimum of 2 hours pay. Field trips commencing or
668 ending within the hours of the transportation employee's regular run will only be compensated

669 for the time actually worked outside of the hours of such regular run when the employee can
670 complete his regular run in addition to the scheduled field trip. When an employee accepts a
671 field trip in place of his regular run, he shall be paid a minimum of 2 hours' pay.

672 E. In the case of field trips which require at least two hours travel time and two hours
673 return time, when the Transportation Supervisor or his designee directs the driver to remain
674 at the site of the field trip, the driver shall be paid for all hours of work between the time he
675 leaves and the time he returns. If the driver is directed to return to the District after he arrives
676 at the site, he shall be paid for the actual time driving. If an attendant is required to work a
677 field trip, he will be paid on the same time basis as the driver.

678 F. If a regular transportation employee has requested both A.M. and P.M. work, but is
679 regularly working only A.M. or P.M. and is available for additional work, he will be given
680 preference over a substitute employee for any unassigned work or to cover any paid or unpaid
681 leave. However, if a substitute is assigned to replace a regular employee on a day when the
682 regular employee is assigned an early dismissal run, the substitute may be assigned to that
683 early dismissal run. Regular employees working only A.M. or P.M. must provide in writing to
684 the Transportation Supervisor his available times at least two working days prior to the time
685 he hopes to have work assigned.

686 G. The Transportation Supervisor or the mechanics shall only drive as a last resort in an
687 emergency. All available drivers will be asked to drive first, as time will allow.

688 H. A summer sign-up sheet and a sign-up sheet for the next school year will be posted
689 listing A.M. and P.M. runs. Employees may sign for either or both at their discretion.

690 I. Summer School Work. Summer school work will be distributed by seniority and
691 subject to all terms and conditions of this Agreement. Transportation employees willing to be
692 considered for summer work will sign a sign-up sheet. A transportation employee who accepts
693 a summer school assignment must notify the Transportation Supervisor at the time of
694 acceptance when he will not be available during such assignment. To be eligible for a summer
695 school assignment, drivers and attendants must be available to work for a minimum of sixty
696 percent (60%) of such assignment.

697 No transportation employee will be allowed to bid or work any summer school work which
698 would result in more than two regular punch-ins and two regular punch-outs per day. A
699 transportation employee who accepts summer school work but does not work at least 60%
700 of such assignment will not be eligible to bid summer school work during the next summer
701 unless the employee's absences were for paid funeral leave under this contract or
702 substantiated by a physician's statement that the employee was unable to work due to illness
703 or injury.

704 An employee must inform the Department Head if one or a part of the employee's regularly
705 scheduled runs is cancelled.

706
707

ARTICLE 18
WAGES

708 Regular drivers, substitute drivers, and bus attendants shall be paid wages during the term of
709 this Agreement as provided in Appendix C.

710
711

ARTICLE 19
DUES OR AGENCY FEE

712 The District agrees to deduct from the wages of all the members of the bargaining unit, the
713 dues or an equivalent agency fee for the Union and further to transmit such monies deducted
714 promptly to the Union. Such deductions will be made in equal installments at each and every
715 pay period and transmittal to the Union shall occur no later than ten (10) working days from
716 the date of last deduction for the month.

717 No later than ten (10) working days prior to the first deduction, the Union will notify the
718 employer, in writing, of the amount of dues and agency fee to be so deducted.

719
720

ARTICLE 20
USE OF SCHOOL FACILITIES

721 Upon ten working days prior written notice from the Association to the Superintendent's
722 Office, the District's school facilities will be scheduled for use by the Association, depending
723 upon availability.

724
725

ARTICLE 21
SUB-CONTRACTING

726 In the event the District decides to change to contract busing service during this contract
727 period, this Agreement will become part of the conditions of employment of the contract
728 carrier and all attendants, substitutes, and bus drivers will be held save-harmless during that
729 period. The District must also negotiate the impact of its decision to go to contract busing
730 with the Depew Transportation Employees' Association during the contract period or the initial
731 successor contract.

732 During the summer recess, the District will assign all available hours to unit employees if the
733 transportation is provided on District owned, leased or borrowed equipment. The District may
734 otherwise contract out any work performed by members of the negotiating unit related to the
735 District's Special Education Program without first having to negotiate the decision or its
736 impact.

737 ARTICLE 22
738 REOPENER CLAUSE

739 If both parties agree, any or all sections of this contract may be reopened for negotiations.

740 ARTICLE 23
741 NEGOTIATION OF A SUCCESSOR AGREEMENT

742 A. If either party desires to negotiate a successor to this Agreement, it shall so notify the
743 other party in writing not earlier than March 1st, nor later than March 10th, of the last fiscal
744 year of this Agreement. Collective negotiations with respect to modification shall begin not
745 later than April 10th of the last fiscal year of this Agreement.

746 B. If notice is given pursuant to Section A of this Article, the party giving such notice must
747 transmit therewith its written proposals for changing, adding to, or deleting from the provisions
748 of this Agreement. Not later than the fifteenth (15th) day following receipt of the notice and
749 such proposals, the other party must transmit to the notifying party its written proposals for
750 changing, adding to or deleting from the provisions of this Agreement.

751 C. After the exchange of proposals required by Section B of this Article, neither party shall
752 submit new or additional proposals without the consent of the other party, but either party
753 may modify or withdraw any one or more of its own proposals and may submit
754 counterproposals with respect to the subject matter of the other party's proposals. Such
755 modifications of proposals and such counterproposals must be reduced to writing by the party
756 making them upon request of the other party.

757 The parties may mutually agree in writing to an extension of any of these dates.

758 ARTICLE 24
759 DURATION

760 This Agreement shall become effective on July 1, 2002, and shall continue in force until
761 June 30, 2005.

762 ARTICLE 25
763 CONFORMITY TO LAW

764 If any provision of this Agreement is invalidated by existing legislation or the subsequent
765 enactment of any law or rule or regulation having the force and effect of law, or a
766 determination by a court of final jurisdiction (from which an appeal has not or cannot be taken,
767 whether in a proceeding between the parties or one based on a similar state of facts), the
768 remaining provisions of this Agreement shall remain in full force according to their terms in the

769 same manner and with the same effect as if such invalid provision originally had not been
770 included herein.

771 **ARTICLE 26**
772 **LABOR/MANAGEMENT COMMITTEE**

773 The Association and the District will form a Labor/Management Committee for the purpose of
774 resolving issues related to the work and the workplace that are not otherwise covered by this
775 Agreement. No issue will be considered by the Labor-Management Committee unless it has
776 been previously brought to the attention of the Department Head.

777 A. The Committee will be composed of the following:

778 1. The Association will appoint a senior driver, a driver with mid-range
779 seniority, a driver from the recent third of seniority, a bus attendant and a
780 union representative. Alternates may be assigned by the Association in the
781 event of an absence of a designee. A sign-up sheet will be posted every
782 2 or 3 years. The Association's Executive Committee will appoint their
783 representatives to the Labor-Management Committee.

784 2. The District will appoint up to 4 members of the Committee including the
785 Business Manager and the Transportation Supervisor.

786 3. Other individuals may be invited to the meeting depending on the issue on
787 the agenda.

788 B. The parties will, on an annual basis, mutually schedule meetings of this committee once
789 a month. The first meeting date of a new school year will be established at the last meeting
790 of the previous school year. The dates of all subsequent meetings during the school year will
791 be set at the first meeting of the new school year.

792 C. Either party may submit from 4 to 7 items for the agenda. Such items should be
793 submitted at least 72 hours before the scheduled meeting.

794 **ARTICLE 27**
795 **ASSOCIATION COOPERATION AND MANAGERIAL RIGHTS**

796 This Association agrees to use all proper methods to secure the fullest cooperation of the
797 employees it represents in attaining their adherence to and faithful performance of the
798 provisions of this Agreement and the provisions of the highest standards of service to the
799 educational community. Except to the extent specifically limited by this Agreement, the
800 District reserves and retains solely and exclusively all of its inherent rights to manage the
801 District as such rights existed prior to the execution of this Agreement. The sole and exclusive
802 rights of the District include, but are not limited to: its rights to establish, continue, change,

803 or abolish any or all of the District's policies, practices, rules, regulations and procedures; to
804 determine the number, location, hours and types of its operations; to establish or discontinue
805 programs or operations; to determine to what extent the required work shall be performed by
806 employees covered by this Agreement; to determine the number, classifications and duties of
807 employees, to determine the necessity for filling a vacancy; to determine the methods,
808 processes, equipment and materials to be used in the District's operations, to judge the
809 efficiency and competency of employees; to establish and maintain a job evaluation program;
810 to establish and change work schedules and work assignments; to select, hire, direct, transfer
811 and promote employees; to layoff, terminate and otherwise to relieve employees from duty for
812 lack of work or other reasons; to establish, change and enforce rules for the conduct of
813 employees; to discipline and discharge employees; and to take such other measures as may
814 be determined by the District to be desirable for the successful operation of its schools and
815 programs. Nothing in this Article 27 shall constitute a waiver of the Association's statutory
816 rights.

817
818 **ARTICLE 28**
MANDATORY IN-SERVICE

819 The District will make reasonable efforts to schedule mandatory in-service during
820 District staff development days for teachers. Any employee who does not attend mandatory
821 in-service will lose accrued leave equivalent to the time of mandatory in-service the employee
822 missed provided the employer had given the employee at least 30 days advance notice of the
823 date and time of the in-service. An employee who fails to attend all or part of a mandatory
824 in-service because the employee was scheduled to work for the District during the period of
825 time the employee was absent from the mandatory in-service will not be penalized for such
826 absence with loss of any accrued leave. The District may schedule mandatory in-service
827 during week day evenings, but no mandatory in-service will be scheduled on a Saturday or
828 Sunday without the consent of the affected employee. As used in this paragraph, mandatory
829 in-service includes all training required by state law, but does not include testing required by
830 state law which may be done on Saturdays or Sundays.

331

SUBSCRIPTION

332 IN WITNESS WHEREOF the official representatives of each party have signed this document
333 this 22 day of June, 2004.

334 FOR DEPEW TRANSPORTATION EMPLOYEES' ASSOCIATION:

335 Pamala S. Szymanski, D.T.E.A. President
Pamala Szymanski

336 Susan Paoletta-Mingle, D.T.E.A. Secretary
Susan Paoletta-Mingle

337 Ann Willett-DeStefano, D.T.E.A. Treasurer
Ann Willett-DeStefano

338 FOR DEPEW UNION FREE SCHOOL DISTRICT:

339 Robert F. DeFilippo Superintendent of Schools
Robert F. DeFilippo

340 _____

341 _____

342 BFLODOCS:27472_2 (L7402)

843

APPENDIX A

844

DEPEW PUBLIC SCHOOLS

845

GRIEVANCE FORM

846

The District's Grievance Form is to be used by all members of the Association. Before submission of a written grievance, the aggrieved party or parties should attempt to resolve grievance informally with his/her/their Supervisor.

847

848

849

850

Please circle one:

Stage 1

Stage 2

Stage 3

851

852

GRIEVANT(S):

853

SPECIFIC PROVISION(S) OF AGREEMENT:

854

TIME & PLACE:

855

GENERAL STATEMENT OF FACTS:

856

REMEDY SOUGHT BY THE AGGRIEVED:

857

SIGNATURE OF

858

GRIEVANT(S):

Date:

859

860

861 DISTRICT'S RESPONSE AT THIS STAGE:

862 _____
863 ADMINISTRATOR

DATE

864 _____
865 SIGNATURE

866

APPENDIX B

867

RULES AND REGULATIONS

868

1. Absences

869

Planned Absence:

870

If a regular transportation employee wishes to be absent from work for personal reasons, he must apply to the Transportation Supervisor in writing at least two working days in advance of the date he wishes to be away. The Transportation Supervisor will cooperate with the employee whenever possible, considering the demands of the operation.

871

872

873

874

Unexpected Absence:

875

If, because of illness or emergency, or for any other cause, a regular transportation employee is compelled to be absent from work, he must report the situation as early as possible to the District. Except for emergency situations, he shall notify the District no later than one hour prior to his normal starting time.

876

877

878

879

Note:

880

1. Unreported absence over a period of three (3) working days will be treated by the school district as a voluntary resignation and the employee will be replaced.

881

882

2. In case of illness beyond three (3) consecutive working days or accident, a doctor's certificate may be required before returning to work.

883

884

3. In cases of suspected abuse of leave, the District may require a certificate from the employee's physician and an examination by the District's physician. Refusal of an employee to submit such a certificate or to undergo such an examination shall be grounds for discipline.

885

886

887

2. Disciplinary Work Rules

888

The violation of any of the rules set forth below may subject that employee to either a warning, a suspension without pay, or an immediate discharge without prior warning.

889

890

1. Falsification of any employment or work related records.

891

2. Refusal to follow instructions or insubordination toward supervisors.

892

3. Physical fighting, illegal gaming, or having firearms or any other weapons on school property.

893

894

4. Unexcused tardiness and unreported or chronic absenteeism.

895

5. Theft of District or other employees' property, falsification of records or time cards, or deliberate misrepresentation in regard to work related functions.

896

897

6. Willful destruction of School District property.

898

7. Being under the influence of alcohol or intoxicating beverages, as well as possession of such items on School District property.

899

900

8. Being under the influence of narcotics or controlled drugs, as well as possession of such items on School District property.

901

- 902 9. Violating established safety regulations.
903 10. Conviction of serious moving traffic violations.
904 11. Subjecting the School District to unreasonable insurance premiums due to previous
905 driving record.
906 12. Giving out confidential information.
907 13. Refusal to accept reasonable work scheduling requirements or location changes in
908 accordance with the provisions of the contract.
909 14. Failure to report all accidents, no matter how minor, to the Transportation Supervisor
910 or person in charge before the end of the shift on the day the accident occurs.
911 15. Any other acts of gross misconduct either during work hours or on school property
912 which directly affect its interests.
913 16. Any serious criminal offense committed either on or off the job resulting in a
914 conviction under the Penal Law.

915 Employees must adhere to Article 19A of the Motor Vehicle Laws of New York State. A copy of Article
916 19A will be provided annually to the office of the Transportation Supervisor and the driver's lounge for
917 review by Association members.

918 Decisions to discharge or suspend an employee can be made only by the Superintendent of Schools. At
919 any disciplinary meeting, the employee subject to discipline is entitled to representation by the Association.

920

APPENDIX C

921

WAGE SCHEDULE

922

DTEA SALARY SCHEDULE

923

REGULAR DRIVERS' HOURLY WAGE SCHEDULE:

924	STEP	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
925	1	14.94	15.31	15.62
926	2	15.04	15.42	15.73
927	3	15.14	15.52	15.83
928	4	15.27	15.65	15.96
929	5	15.42	15.81	16.13
930	6	15.55	15.94	16.26
931	7	15.71	16.10	16.42
932	8	16.09	16.49	16.82
933	9	16.22	16.63	16.96
934	10	16.37	16.78	17.12
935	11	16.51	16.92	17.26
936	15	16.67	17.09	17.43
937	20	17.07	17.50	17.85
938	25	17.32	17.75	18.11

939

SUBSTITUTE DRIVERS' HOURLY WAGE SCHEDULE:

940	STEP	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
941	1	12.47	12.78	13.04
942	2	12.59	12.90	13.16
943	3	12.71	13.03	13.29

944 REGULAR ATTENDANTS' HOURLY WAGE SCHEDULE:

945	STEP	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
946	1	10.26	10.52	10.73
947	2	11.57	11.86	12.10
948	3	11.78	12.07	12.32
949	4	12.00	12.30	12.55
950	5	12.36	12.67	12.92
951	6	12.71	13.03	13.29
952	7	12.83	13.15	13.42
953	8	12.97	13.29	13.56
954	9	13.07	13.40	13.67
955	10	13.18	13.51	13.78
956	11	13.31	13.64	13.91
957	15	13.44	13.78	14.06
958	20	13.77	14.11	14.40
959	25	13.98	14.33	14.62

960 SUBSTITUTE ATTENDANTS' HOURLY WAGE SCHEDULE:

961	STEP	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
962	1	8.56	8.77	8.95
963	2	8.65	8.87	9.05
964	3	8.73	8.95	9.13

965 *BFLODOCS:27472_1 (L7401ABOR:15610_1 (CIM_1))*