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**AGREEMENT BETWEEN
THE SUPERINTENDENT**

**PAVILION CENTRAL
SCHOOL DISTRICT**

AND

**PAVILION BUS DRIVERS'
ASSOCIATION**

2005 - 2009

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AGREEMENT, made this 18th day of July 2005, by and between the SUPERINTENDENT, PAVILION CENTRAL SCHOOL DISTRICT, PAVILION, NEW YORK, and the BUS DRIVERS' ASSOCIATION OF PAVILION CENTRAL SCHOOL

I. GENERAL

- A. Any employee hired by the District shall be on probation for a period of six months, after which the employee will be hired permanently or released. Unpaid leave during the probationary period will extend that period for a time equal to the unpaid leave.
- B. Once an employee is on a permanent status (after six months), (s)he cannot be released without proper procedure. For employees who are covered by provisions of Section 75 of the Civil Service Law, disciplinary actions may be processed either under the provisions of Article I, Section C of the contract, or under provisions of Section 75 as the employee may elect. The election of either procedure precludes the use of the other.
- C. For those employees on permanent status:
 - 1. An employee must receive a dismissal notice in writing from the Superintendent.
 - 2. An employee who has received such a dismissal notice may request the specific reasons in writing within five (5) working days of the receipt of the dismissal notice. The Superintendent shall provide reasons within five (5) working days after the receipt for such request.
 - 3. Any employee notified of the intent to dismiss has the right at his/her request to a hearing before the Board of Education prior to any final action by the Board with respect to the recommendation or dismissal.
 - 4. An employee will be given a fifteen (15) calendar-day notice before his/her dismissal is made final.

II. DEFINITIONS OF VARIOUS EMPLOYEES

- A. Regular Route Driver - is one who is assigned a regular route and is paid for a normal 6 hour driving day during school year.

- B. Special Route Driver - is one who is assigned a regular route and is paid commensurate with the time worked.
- C. Substitute Driver - has no regular schedule.

III. LEAVE OF ABSENCE

- A. All regular route drivers and special route driver shall be entitled to 13 days of paid leave per year. Unused days shall accumulate and be credited to each eligible employee as of July 1st each year up to a maximum of 210 days. Employees shall accumulate leave time on a pro-rata basis at the rate of approximately one (1) day per month from the date of hire to the end of the school year (June 30).
- B. Leave time may be used for personal or family illness, bereavement, emergency reasons. A maximum of two (2) days of annual paid leave as stipulated in Article III, Section A, shall be allowed for personal business leave. The purpose of such leave is to relieve the employees of financial hardship in situations over which they have no control. "Personal Business" means an activity that requires the employee's presence during the work day and is of a nature such that it cannot be attended to at a time other than the work day. The notification of the need for such a day must be made in writing at least three (3) days in advance except in the event of an emergency. Leave time shall not be used for vacation purposes.
 - 1. Leave time may be used as one full day, one-half day, or one-fourth day.
 - 2. No leave, paid or unpaid, will be approved if those are continuous with regular vacation periods except as emergency requests (i.e. sick leave, etc.). Documentation may be required for any such leave granted.
- C. An employee (female or male) to whom a child is born or who adopts a child shall be eligible for childrearing leave without pay for up to two (2) years. This leave is in addition to any sick leave pursuant to Article III, Section B, to which the employee is entitled due to medical disability. Requests to extend or abridge a leave granted to an individual unit member shall be considered on a case by case basis.

D. Absence Due to Injury

Cases of absence due to injuries incurred in the actual performance of school duties covered by Workman's Compensation are subject to certification by a duly qualified physician as to the duration of disability. The District shall continue to pay the employee his regular scheduled pay and benefits for the period involved and the salary allowance paid to the employee involved under Workman's Compensation shall be assigned to the District, except for any lump sum settlement made to the individual. Such time loss from the employee's work shall not be deducted from his accumulated sick leave except for the first seven (7) day waiting period.

E. Should permanent disability occur, the employee may continue hospitalization coverage by compensating the District an amount equal to the premium cost to the District for such coverage on a quarterly basis. Any remaining accumulated leave days may be converted to either paid health insurance or a lump sum benefit as stipulated on Section D of this Article.

F. Absence Due to Disability

Hospitalization insurance would be paid by the District for a period of six (6) months and then reviewed for those receiving disability insurance. Any future coverage by the District would be determined by the results of the six month review.

IV. ANNIVERSARY DATE

A. All new employees will be placed on a July 1 anniversary date by placing them on the next step of their respective salary schedule if they were employed between July 1 and December 31, or by retaining them on the current step of their respective salary schedule if they were employed between January 1 and June 30.

V. JURY DUTY

A. Any employee who is summoned to serve on jury duty shall be granted necessary leave on order of the court with the school paying the difference between jury pay and the employee's regular earnings. This absence shall not be deducted from any leave to which the employee is otherwise entitled.

VI. MILITARY LEAVE

A. Any regular route driver or special route driver (as defined in II) who is required to perform military service shall be granted military leave as prescribed in Section 242, Article 11 (5) of Military Law: "Every public officer or employee shall be paid his salary or other compensation as such public officer or employee for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not to exceed a total of thirty (30) days in any one continuous period of such absence."

B. Such leave will not be deducted from any other leave or vacation to which the employee is otherwise entitled.

VII. FOOD SERVICE

A. Meals are chargeable to an employee at the rate established by the Board of Education. However, when the normal work day is extended by request of the supervisor for two (2) or more hours through the lunch period, an employee will be allowed a dinner at no charge in the school cafeteria.

B. A meal allowance of up to \$6.00 will be paid on receipt of a standard form for any extra trip extending through the noon lunch period. Such form shall be submitted to the Director of Transportation once per month, by the 15th day of such month. Forms will then be forwarded to the Business Office for payment once per month.

C. A meal allowance of up to \$7.00 will be paid on receipt of a standard form for any trip leaving before 5:30 p.m. and extending through the supper period. Such form shall be submitted to the Director of Transportation once per month, by the 15th day of such month. Forms will then be forwarded to the Business Office for payment once per month.

VIII. PHYSICAL EXAMINATIONS

A. A school reserves the right to require a physical examination, psychiatric examination, or a physician's statement:

1. To establish fitness for employment.
2. Upon return from an illness of three (3) or more days.

3. Upon return from any type of leave of absence.
 4. If exposed to a communicable disease.
 5. If minimal health standards are in question.
- B. The expense for these required examinations will be borne by the District when performed by the school physician. If the personal physician is to perform the examination, the expense is to be borne by the employee.

IX. KEYS

- A. All employees are to be personally responsible for all keys and ID Badges/Swipe Cards issued.

X. POLITICAL ACTIVITY

- A. The school shall reserve the right to make inquiry into any employee's connection with any group or organization which advocates the overthrow of the United States government by force or violence.
- B. No employee shall promise rewards, threaten loss of jobs, or coerce any employee to support or contribute to any political issue, candidate, or party.
- C. Before seeking or accepting any political office or appointment, the staff member should determine with the Superintendent what effect the new responsibility may have on his work with the school. He may wish to seek a leave of absence, a part-time assignment, or other arrangements. Agreement should be reached prior to any acceptance of political obligations.

XI. STAFF RESPONSIBILITY

- A. Staff may be subject to disciplinary action by the supervisor in consultation with the Superintendent
1. Inattention to duty.
 2. Being habitually tardy.
 3. Inefficiency.
 4. Unauthorized absences.
 5. Damage to and/or theft of school property.

- B. An employee's attitude and character while on the job shall at all times be above and beyond reproach, always reflecting a capable and responsible image of the Pavilion Central School District, as well as the community it serves and represents.

XII. OVERTIME PAY

- A. The staff shall receive one and one-half times their regular pay per hour for any time worked over forty (40) hours per week. Lunch time is to be included in the eight (8) hour day.

XIII. HEALTH INSURANCE

- A. Health insurance coverage offered to the Pavilion Bus Drivers' Association will be the same as that provided for the Pavilion Faculty Association.
- B. All employees will be eligible to elect health insurance coverage under the terms of this agreement only if they are employed for twenty (20) or more hours each week on a regular basis and their main assigned route requires them to drive a large, full-sized bus.
- C. Any eligible unit member who participates in the District offered healthcare plan shall bear the cost of any deductibles and/or co-payments under the terms of the healthcare plan. Unit members participating shall contribute 12% of the premium cost for the 2005-2006 school year, 14% of the premium cost for the 2006-2007 school year, and 15% of the premium cost for the 2007-2008 school year and thereafter.
- D. All employees are to pay for all health insurance premiums when on unpaid leave for more than seven (7) calendar days.
- E. Any unit member who is eligible to participate in the District offered healthcare plan and who opts not to enroll in such healthcare plan will receive a payment of \$1100 for each year the member opts out of such healthcare plan, providing the member notifies the District of this decision, in writing, by the March 1 preceding each opt-out year. Such opt-out payment will be issued to the member in the final pay period in June of the opt-out year.

XIV. RETIREMENT

- A. The 20-year career plan (Section 75-1) will be in effect for all employees of the Bus Driver's Association of Pavilion Central School District.

XV. DISTRICT OFFERED RETIREMENT BENEFIT

- A. Retirement is defined for the purposes of this Article as being separated from employment with the Pavilion Central School District for the purpose of retirement, ten (10) years minimum service in the Pavilion Central School District, twenty (20) years minimum service in New York State Employee's Retirement System, and eligible for benefits from the Retirement System.

- B. Any unit member hired prior to July 1, 1998, who retires under any plan of the New York State Employees' Retirement System, may be covered continually under the terms of the District offered healthcare plan as follows:

- 1. For a period of five (5) years from the date of the unit member's retirement, the District shall provide a single healthcare plan for the retiring member. If the retiring member wishes to have any other type of healthcare plan (i.e., Family Plan; Dental; Vision; etc.), then the District shall contribute an amount of monthly premium equal to that of a Single Plan and the unit member shall be responsible for all monthly premium amounts above and beyond the District's contribution. Such District contribution shall be for a period of no more than five (5) years or until the death of the retiree, whichever shall occur first.

- 2. In order to be eligible for this five (5) years of Single Plan coverage, the retiring unit member must have accumulated the maximum allowed leave days of two hundred (200) days. If the retiring unit member has less than the required two hundred (200) accumulated leave days, then the five (5) year period of District provided Single Plan coverage shall be pro-rated according to the actual accumulated days (i.e., 100 accumulated days would result in 2.5 years of District provided Single Plan coverage).

- 3. Any covered unit member who uses up this District provided benefit may continue coverage, as allowed by the District's Health Care Provider, by compensating the District an amount of

money equal to the total premium cost to the District for such coverage on a monthly basis.

- C. Any unit member hired on or after July 1, 1998, who retires under any plan of the New York State Employees' Retirement System may be covered continually under the terms of the District offered healthcare plan by applying an amount of money determined by multiplying \$100.00 by the number of the employee's accumulated leave days toward the monthly insurance premium. Coverage by the District will continue until the money has been totally expended or at the death of the retiree, whichever shall occur first. The total number of accumulated leave days may not exceed one hundred eighty-nine (189) days for the purpose of this section.

- a. Any covered unit member who uses up the sum of money as provided above, may continue coverage, as allowed by the District's Healthcare Provider, by compensating the District an amount of money equal to the total premium cost to the District for such coverage on a monthly basis.

XVI. VACANCIES OR NEW POSITIONS

- A. In the event of vacancies or new position creations in the transportation department, presently employed (if qualified) employees shall have first consideration for appointment to the vacant or new position. Formal written application through the Director of Transportation shall be made for the position. Appropriate Civil Service rules apply.

XVII. DISABILITY INSURANCE

- A. New York State Disability Insurance will be secured by the Board of Education according to law with the deduction of one-half of one percent of gross wages, up to \$.60 per week per employee to be made.

XVIII. TIME

- A. All employees covered under this contract are required to complete time cards and/or attendance sheets as specified by the District.

XIX. PERSONNEL FILE

- A. Upon request of an employee at reasonable times, an employee shall be allowed to view, in the presence of the Superintendent, any material in the employee's personnel file, except confidential references. No material (except confidential pre-employment references when indicated) shall be placed in his/her personnel file unless such employee has been notified of its existence and has had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

XX. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. An employee is any individual within the collective bargaining unit covered by this agreement.
3. An aggrieved party or grievant is an employee, a group of employees, the Association and (when it submits a grievance) the Board of Education.

B. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the director of transportation.
2. Each grievance shall be submitted in writing on a form approved by the Board of Education. The approved form shall identify the grievant, the provision of this agreement involved in the grievance, the time and place and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved.
3. A grievance shall be considered waived unless the aggrieved party files his grievance with his/her immediate supervisor or Department Head within ten (10) calendar days after its occurrence.

4. A driver or group of drivers within the same department may submit a grievance where it affects each individually or wholly to the director of transportation.
5. The Association may submit a grievance directly to the Superintendent except where it would be limited to affect one department within the Service Unit. In such an instance, the grievance shall be submitted to the director of transportation.
6. The Board of Education shall present their grievance to the President of the Association.

C. Grievance Procedures

1. The director of transportation shall respond in writing within five (5) calendar days to each written grievance filed. If the aggrieved party and/or his designated representative is not satisfied with the director of transportation's answer, or if no answer is received within five (5) calendar days after submission of the grievance, the grievant must appeal to the Superintendent within five (5) days if the grievance is to continue.
2. The Superintendent, or his designated representative, shall upon appeal confer with the aggrieved party or his designated representative. The Superintendent shall render to the above-mentioned parties a written disposition of the grievance within fourteen (14) calendar days after receipt of the appeal.
3. Within fourteen (14) calendar days after receiving a grievance from the Board of Education, the Association shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.
4. In the event the grievant and/or the Association or the Board of Education is not satisfied with the statement of the other with respect to a grievance, it shall, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association shall appoint an arbitrator in accordance with its accepted rules of procedure.

D. Arbitration

1. The arbitrator so selected shall conduct the proceedings in accordance with the New York Arbitration Law, Article 75, Civil Practice Law and Rules.
2. The Arbitrator's Award shall also set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
3. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His authority shall be limited to deciding only whether a specific Article and Section of this agreement have been violated.
4. A arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this agreement.
5. The Arbitrator's Award, if within the scope of his authority as set forth above, shall be final and binding.
6. The costs for the services of the Arbitrator will be borne equally by the parties.

XXI. SALARY SCHEDULES

A. The following will apply:

1. The minimum new hire salary for a 'Regular Route Driver' will be (from 7/1 to 6/30):

2005-2006	\$18,000
2006-2007	\$18,200
2007-2008	\$18,400
2008-2009	\$18,600

2. Present 'Regular Route Drivers' shall received an increase in their salary of:

2005-2006	3.8%
2006-2007	3.7%
2007-2008	3.6%
2008-2009	3.5%

- B. Regular drivers on 'extra trips' will receive their normal daily rate until 4:30 p.m., after 4:30 p.m., the rates will be as follows:

2005-2006	\$13.95
2006-2007	\$14.40
2007-2008	\$14.85
2008-2009	\$15.30

For the life of this contract, all trips occurring on 'non-working' days (such as Saturdays) will be guaranteed a minimum total allotment, at extra trip rate, of four (4) hours for each trip.

On those occasions when a driver is required to transport a group to their destination, outside of regular driving hours, on working days, on a "take-over/pick-up" basis, that driver shall be guaranteed a two (2) hour minimum allotment for each leg of that trip at extra-trip rate. In the event that a trip is cancelled after the driver arrives, the driver shall be paid for two (2) hours at the extra trip rate.

- C. Trips within the School District, such as to the elementary school, will be at the rate of one-quarter (1/4) hour of the rates given in paragraph B above.
- D. School bus driver (employed as regular or substitute) will receive a flat rate of \$10.00 per session for required attendance at driver training sessions held outside of the Pavilion Central School District.
- E. The school district will reimburse staff for any fees related to CDL licensing.
- F. Payment for both regular and special trips will be made on regular pay days.
- G. Duties of the drivers shall remain the same as present, including responsibility for cleanliness of the vehicle both inside and out. Any route changes within the year will be discussed by the driver, the Director of Transportation, and the Superintendent.
- H. Regular route drivers will have first refusal options for all special trip driving assignments except for special trips using the mini bus.
- I. No drivers outside of this contract will replace Association drivers except for qualified personnel employed by the school district.

- J. Drivers employed without a class "B" license and not certified to drive a 60 passenger bus will receive 90% of applicable full salary.
- K. 1 (one) hour extra pay at the regular hourly wage for midday trips taking test student to and/or from school - Regent's week only.
- L. By mutual agreement, the position of Director of Transportation and the bus mechanic are excluded from this bargaining unit.

XXII. DRUG AND ALCOHOL TESTING

Drug and alcohol testing will be mandatory for all employees covered under this agreement as required under the Omnibus Employee Testing Act of 1991 and/or any revisions and/or amendments to such laws. All unit members will be required to adhere to all provisions included in such laws.

Unit members will receive a flat rate of twenty dollars (\$20.00) per session for required attendance for drug and/or alcohol testing sessions held at a site outside of the Pavilion Central School District.

The District will pay all fees associated with each initial testing session. If an employee tests positive for drugs and/or alcohol, the employee may request an additional testing analysis. If any such follow-up testing results in a negative determination, the District will pay any fees resulting from the analysis. If the analysis results in a positive determination, then the unit member will be responsible for all costs associated with the analysis.

Each unit member will be responsible for all costs associated with any procedures following any positive determination, including, but not limited to, counseling, screening sessions, re-tests, etc. Any unit member with a positive determination for drugs and/or alcohol will be subject to discipline procedures that may result in suspension and/or termination of employment

XXIII. OVERNIGHT TRIPS

- A. All payments for driving to and from the destination (above and beyond the regular five (5) hour work day) will be at the 'regular' pay rate.
- B. There will be minimum of two (2) hours allotted time at the 'regular' pay rate for each leg of the trip on 'non-working' days.

- C. The driver will receive a minimum of two (2) hours per day of shuttle allowance at 'extra trip' rate.
- D. The driver will receive a stipend of fifty dollars (\$50.00) for each overnight of the trip.
- E. The trip sponsor will be responsible for payment of all driver expenses related to lodging, meals, tolls, parking and other trip related expenses.

XXIV. CONSIDERATION FOR DRIVER ASSIGNMENTS FOR EXTRA TRIPS

Only bus drivers who, by definition, are regular route drivers, i.e., "one who is assigned a regular route and is paid for a normal six (6) hour driving day during the school year" and are eligible for district offered health insurance coverage, i.e., "employed for twenty (20) or more hours each week on a regular basis and their main assigned route requires them to drive a large, full size bus" shall be considered for any and all extra trip assignments.

- A. Summertime and additional special bus run schedules for the duration of the school year compensated at regular salaries pay scale:

Senior drivers are to receive first consideration for any summertime or additional special bus runs scheduled for the duration of the school year for which they would be compensated at regular salaried pay scale. The assignment process will commence with the most-senior driver, who reserves the privilege of accepting or refusing the offer. If a more-senior driver accepts an offer, he/she performs that task until that assignment terminates at the end of the school year or the assignment terminates for some other reason, in which case that driver would automatically become eligible for any new assignments that arise. If a more-senior driver refuses an offer, they will continue to be offered subsequent assignments, and as before, reserve the right to refuse. At no time shall a driver have more than one assignment unless all other regular route, non-probationary drivers have one such assignment. When a senior driver is unable to work due to illness, personal leave, etc., the next senior driver who does not have such an assignment shall be asked to act as a substitute. If he/she refuses, the next driver on the seniority list shall be asked, on down the line, until a substitute has

been acquired to cover the trip. This substitute shall receive the same compensation as the driver who is unable to work.

B. One-quarter (1/4) hour assignments compensated at extra-trip rate:

One-quarter hour (1/4) assignments shall be offered with the same consideration as outlined above (see A) with the following exception: If a driver is unable to perform his/her assignment on a given day, another driver shall either volunteer or be required to cover that assignment without compensation. If a driver is unable to perform his/her assignment for a period of five (5) or more consecutive days, then the substitute driver covering that assignment shall receive the compensation until the regular driver returns.

C. Youth recreation driving assignments compensated at extra-trip rate:

Youth recreation drivers shall continue their assignments from year to year as long as they are able to and want to continue those responsibilities.

D. Extra-trip assignments compensated at extra-trip rate:

Extra-trips are assigned to drivers on a rotation based upon seniority, with the most-senior driver topping the list. Extra-trips may be freely given away to another driver or traded with another driver as long as this is done with adequate notice and consideration of the department of transportation supervisor. However, ultimate responsibility for the completion of the trip lies with the driver assigned that trip as established by the "trip sheet." If a trip is traded between drivers and then, subsequently cancelled, the "make-up" trip is reassigned to the driver initially assigned the cancelled trip. If a driver is assigned a trip on the "trip sheet" and is absent from work the day of the trip, then another driver may take the trip without penalty and the absent driver forfeits his/her turn on the "trip sheet."

E. The department of transportation supervisor may, in cases where a driver is needed to cover an assignment on short notice or an emergency basis, ask an available driver to cover an assignment when time does not allow him to follow the guidelines outlined above.

F. In the event that any trips under this Article (XXIV) are not filled by voluntary acceptance by a driver or by a driver at the request of the department of transportation supervisor, then such trip(s) may be unilaterally assigned to drivers by the director of transportation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorization representatives on this 18th day of July 2005.

**BUS DRIVER'S ASSOCIATION OF
PAVILION CENTRAL SCHOOL**

James F. Morrison

**PAVILION CENTRAL
SCHOOL DISTRICT**

Edward J. Quinn