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**Contract Database Metadata Elements**

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BUS

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Lyme Central School District And  
Lyme School Bus Drivers Assn

**A G R E E M E N T**

Between the

**CHIEF SCHOOL OFFICER**

of the

**LYME CENTRAL SCHOOL DISTRICT**

and the

**LYME CENTRAL SCHOOL BUS DRIVERS ASSOCIATION**

July 1, 2001 - June 30, 2004

**RECEIVED**

SEP 10 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

6

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## ARTICLE I RECOGNITION

On the basis of duly certified signatures present to the Board of Education of the Lyme Central School District #1, Town of Lyme, et al..., hereafter called the Board, the Lyme Central Bus Drivers Association, hereafter called the Association, was recognized as the exclusive bargaining unit for bus drivers of Lyme Central School.

The Board adopted the following resolution on March 28, 1968:

"RESOLUTION was adopted to the effect that the Lyme Central Board of Education, having determined that the Lyme Central School Bus Drivers Association is supported by a majority of the bus drivers in the unit described in Appendix A, attached hereto, hereby recognizes the Lyme Central School Bus Drivers Association as the exclusive bargaining agent for the bus drivers in such unit. Such recognition shall extend until one hundred and twenty days prior to the Annual Meeting date in 1970 and for successive period of two hundred years hereafter unless another employee organization submits to the Board of Education, a competing claim of majority support and submits evidence in support thereof a certified list of its members equal to or greater than 30% of the bus drivers in the above unit during the 30 day period prior to the above deadline for the two year anniversary dates thereof. In which case, the matter will be resolved according to the procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law."

As a condition for continuation of recognition, the Association shall submit to the Board by November 15 during each school year of the terms of this agreement, a verified statement of the number of dues paying members of the Association showing a membership of more than fifty percent (50%) of the bus drivers regularly employed by the school district.

## ARTICLE II PROCEDURES FOR CONDUCTING NEGOTIATIONS

### Section 1.0 - Negotiations Teams

The Board, or designated representative(s) of the Board, will meet with representative(s) designated by the Association, for the purpose of discussion and reaching a mutually satisfactory agreement.

### Section 2.0 - Opening Negotiations

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before December 1. All issues proposed for discussion shall be submitted in writing by the Association to the Board or its delegated representative(s) at the first meeting. The Board shall submit in writing to the Association representative(s) all additional issues upon which it proposes for discussion. All necessary subsequent meetings shall be at a time mutually agreed by the parties.

### Section 3.0 - Negotiating Procedures

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of the facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties

agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.

#### Section 4.0 - Exchange of Information

Both parties shall furnish upon reasonable request, all available information pertinent to the issue(s) under consideration.

#### Section 5.0 - Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

#### Section 6.0 - Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.

#### Section 7.0 - Reaching Agreement

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

### ARTICLE III GRIEVANCE PROCEDURE

#### Section 1.0 - Basic Principles

- 1.1 Every employee within the unit shall have the right to present a grievance in accordance with the provisions hereof, free from interference, coercion, restraint, discrimination or reprisal and shall have the right but not the obligation to be represented by an Association representative of their own choosing at any or all stages of the proceeding. Nothing herein shall be construed as limiting the right of an employee or the Association having a grievance to discuss and resolve the grievance informally. However, no settlement of an informal nature shall be in contradiction to the provisions of this agreement. This procedure shall be the only grievance procedure available to persons represented by the Lyme Central School Bus Drivers Association.
- 1.2 All hearings shall be confidential.
- 1.3 The settlement of a grievance at the earliest possible stage and in the shortest period of time is to be encouraged by both parties. The number of days provided for the processing of various stages of the grievance procedures merely establishes the maximum time allowed.

- 1.4 Grievances not presented within specified time limits, and in the manner prescribed at the various stages, shall be deemed withdrawn with the provision that the time limits set forth herein may be extended by mutual agreement by the Board of Education and the Association.
- 1.5 Grievances shall be processed outside of school hours.

## Section 2.0 - Definitions

- 2.1 Grievance shall be any alleged violation or dispute with respect to its meaning or application of the agreement between Lyme Central Bus Drivers Association and CSA of the Lyme Central District.
- 2.2 The grievant may be any party to the agreement.
- 2.3 An employee is an individual within the collective bargaining unit covered by this agreement.
- 2.4 Probationary employees covered by this agreement may be disciplined or discharged at the sole discretion of the school district and shall not have the right to relief to the grievance procedure herein.
- 2.5 Days shall mean regular business days (exclusive of Saturday, Sunday or legal holidays), in the computation of time limits in the grievance procedure. At Level 3, calendar days are specified and controlling.

## Section 3.0 - Procedures

- 3.1 Level One

### Step 1 - Informal Presentation

As aggrieved employee, in an effort to settle the grievance quickly, shall present said grievance informally to his/her supervisor within fifteen (15) days after the act upon which the grievance is based becomes known to the employee. The grievance may be presented in person, either alone or with a representative determined by the employee.

### Step 2 - Formal Presentation

If the grievance is not resolved at the informal stage, the employee shall within five (5) days of the informal conference with his/her supervisor, reduce the grievance to writing and transmit copies of the written grievance to the supervisor and Association president. The supervisor shall issue a written response to the grievant within five (5) days of the receipt of the formal grievance.

- 3.2 Level Two

Within five (5) days after mailing or delivery, to the aggrieved employee and/or their representative, of the supervisor's written response, the aggrieved employee may appeal the decision to the CSA. Such appeal shall be a written statement of the grievance including a summary of supportive evidence and information relating to the grievance. The CSA shall issue a written response to the grievant within five (5) days of receipt of same appeal.

### 3.3 Level Three

If an employee is not satisfied with the decision of the CSA, they may within five (5) days of the receipt of the CSA's decision, appeal their grievance to the Board of Education. Within ten (10) days following receipt of the grievance, the CSA, representatives of the Association, and interested parties, for the purpose of resolving the grievance shall hold a hearing. Within fifteen (15) calendar days following the formal hearing, the Board shall submit their findings in written response to the grievant, with a copy to the Association President.

## ARTICLE IV LEAVES

### Section 1.0 - Personal Leave

- 1.1 Up to three (3) of the fifteen sick leave days each school year may be used for personal leave.
- 1.2 Requests for personal leave use must be submitted to the Superintendent on a form provided by the District at least 48 hours in advance. The 48-hour period may be waived at the discretion of the Superintendent.
- 1.3 All requests for personal leave use must state the reason for such leave.
- 1.4 Instances of personal leave include personal business which cannot be conducted outside the normal workday. Examples may include legal transactions involving a legal instrument (deed, mortgage, transferring of title, etc.) or court order, attendance at weddings or commencement exercises, funeral of a member outside of the immediate family.
- 1.5 Personal days may not be used for recreational purposes or to extend weekend, vacation, or school recess periods. Valid uses of personal leave may be granted at the discretion of the Superintendent.
- 1.6 Unpaid leaves for vacation purposes will be considered only when extenuating circumstances warrant.
- 1.7 Employees will be granted up to five (5) days of paid leave for bereavement in the event of a death in the immediate family of his/her spouse, husband, wife, son, daughter, father, mother, grandparent, brother, sister, or a relative or individual living in the immediate household. In an unusual circumstance, the employee may be granted (upon request) up to two additional days to be taken from accrued sick leave.

### Section 2.0 - Sick Leave

- 2.1 Sick leave will be granted to the drivers at the rate of fifteen (15) days per year accumulated to one hundred fifty (150) days.
- 2.2 If the total sick leave is used, deductions from salary will be made at the rate of 1/183<sup>rd</sup> of the total salary paid that driver.

- 2.3 Employees absent for more than five (5) consecutive school days must submit a doctor's statement certifying the cause of the illness.
- 2.4 Retirement - Any member of the bargaining unit retiring with ten or more years of service in the Lyme Central School District shall receive payment for his or her accumulated unused sick leave, in accordance with the following:
- |                    |                 |
|--------------------|-----------------|
| Days 1 through 100 | \$7.50 per day  |
| Days 101-150       | \$12.50 per day |
- 2.5 Family Illness: Five of the 15 annual sick leave days provided may be used for serious illness in the immediate family (husband, wife, siblings, mother or father). Up to ten (10) additional days may be made available upon the express written approval of the CSO.

### Section 3.0 - Sick Leave Bank

*Objective:* The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and who require additional days as a result of an unplanned, prolonged serious illness. The Bank will be administered by a committee consisting of the specific Association President and Vice-President, an employee member (or 3 employees if there is no Association), and two administrators, including the Superintendent or his/her designee, according to the following guidelines:

Conditions:

1. This Sick Leave Bank is open to all employees of the District who agree to join the Bank.
2. Prospective members will apply for membership by notifying the Sick Leave Bank Committee in writing.
3. The deadline for application for membership is September 30th of each year.
4. Members with more than 12 annual sick days will donate two (2) days at the time of joining and one day for each year thereafter up to ten (10) years to retain their membership. Members with 12 or fewer annual sick days will contribute two (2) days at joining and one day each year thereafter up to six (6) years to retain their membership. Members with 3 or fewer annual sick days will contribute one (1) day at joining and no other contribution will be assessed.
5. Membership may be terminated by notifying the Committee in writing. If an employee terminates membership, (s)he shall be eligible to rejoin the "Bank" with the express written consent of the Sick Leave Bank Committee as defined above.
6. Membership will be continued each year without application.
7. Days donated are non-refundable.
8. Only members of the Bank are eligible to draw benefits.
9. The Sick Leave Bank shall be available for application to any illness or disability except for a normal childbirth. "Normal childbirth" is defined as a pregnancy during which the



employee is well enough to continue working her usual schedule, followed by a childbirth which is free of any complications which would require a convalescence longer than six (6) to eight (8) weeks. An employee who applies to the Bank for a pregnancy and/or childbirth with complications shall submit competent medical evidence to substantiate the same. The Bank Committee may require additional medical evidence to determine whether the employee is eligible to draw days from the Bank for such complications.

10. A member making an appeal for days will meet with the Committee, if necessary, to determine whether days from the Sick Leave Bank will be granted.
11. When a member makes an appeal for sick leave, the Committee will respond in writing within four (4) school days after the request has been made.
12. The Committee reserves the right to require a physician's statement in response to an appeal for sick leave, and before the granting of possible benefits.
13. Days granted to a member do not have to be returned to the Bank; days granted and not used must be returned to the Bank.
14. Maximum benefits granted will be as specified by the following schedule:

	Whichever is Less:		
	<u>Workdays</u>		Percent of <u>Bank:</u>
0-5 Years in the District	20	or	5
6-10 Years in the District	40	or	10
11+ Years in the District	60	or	15

If conditions warrant, the applicant may reapply to the Committee for additional days.

Benefits will be granted only as long as days remain available in the Bank.

15. Benefits will apply only to days on which the member would normally have been paid.
16. After the 1989-90 school year: If the Bank should be reduced to 125 days in any given year, the Committee may draw one additional day from each member to re-supply the Bank. Such action will be taken only once in any school year, and only after notice has been given in writing to all members of the Bank.
17. When the Bank's total accumulation of days reaches 300 days, additional days shall not be drawn from the general membership except from new members who join the Bank.

## ARTICLE V HEALTH INSURANCE, PHYSICALS

### Section 1.0 - Health Insurance

Effective July 1, 1994, employees who work 25 hours per week or who will earn at least \$5,000 annually shall be entitled to insurance coverage in the Jefferson-Lewis Healthcare Plan under the conditions listed below:

Employees hired prior to July 1, 1985, and not meeting the minimum requirements above, but receiving health insurance coverage shall continue to be eligible under the following conditions:

- 1.1 Effective July 1, 1990, the Board shall pay 90% of the cost of individual coverage, and 90% of the premium cost for all other coverage for those employees enrolled in the health insurance plan.
- 1.2 Employees who were hired prior to July 1, 1998:
  - a. who work for the District at least five (5) years before they retire, will be entitled to receive health insurance coverage from the District after retiring and the District will pay 50% of the premium for individual coverage, 2-person coverage, or family coverage.
  - b. who work for the District at least ten (10) years before they retire, will be entitled to receive health insurance coverage from the District after retiring and the District will pay 90% of the premium for individual coverage, 2-person coverage, or family coverage.

Employees who were hired on or after July 1, 1998:

- a. who work for the District at least ten (10) years before they retire, will be entitled to receive health coverage from the District after retiring and the District will pay 50% of the premium for individual coverage, 2-person coverage, or family coverage.
  - b. who work for the District at least fifteen (15) years before they retire, will be entitled to receive health coverage from the District after retiring and the District will pay 90% of the premium for individual coverage, 2-person coverage, or family coverage.
- 1.3 A retired employee means a retired member of a retirement system or plan administered by the state or political subdivision who is receiving a retirement allowance and whose last place of employment under such a system or plan is Lyme Central School. Retired members who vest their benefits shall have the privilege of continuing this benefit provided they reimburse the school system for the cost until such times as they commence receiving benefits.
  - 1.4 The district shall inform the union of any change in the carrier. Coverage to be from the anniversary date of the plan or contract for the life of this agreement.
  - 1.5 Basic hospitalization, surgical-medical, and major medical coverage are provided through the Jefferson-Lewis et al School Employees Health Plan. The Union agrees to accept any and all changes to the Jefferson-Lewis et. al. School Employees Healthcare Plan as determined by the Plan's Board of Trustees.

## Section 2.0 - Physicals

Arrangements for any required physical examination, T.B. test, etc. will be made by the Board. If the employee wishes to be examined by his/her private physician, such examination will be paid for by the employee.

## ARTICLE VI SALARIES

### Section 1.0 - Salaries

- 1.1 Each unit member's basic salary rate shall increase by the following percentage for the year indicated:

2001-2002 - 5%  
2002-2003 - 4%  
2003-2004 - 4%

- 1.2 The basic salary rate for all new hires shall be no less than \$7,200. The decision to pay any new hire a starting basic salary above \$7,200 is the sole discretion of the Board of Education.

The basic salary rate includes 3 hours work (2 ½ hours driving and ½ hour cleaning the bus). Any time over the 3 hours worked shall be compensated in 15 minute blocks at the following hourly rate:

Hourly rate - 2001-2002 - \$11.65/hr  
2002-2003 - \$11.95/hr  
2003-2004 - \$12.30/hr

If a driver had a route in 1997-98 which exceeded 3 hours, that driver shall be compensated by partial contracts until June 30, 2000. See section 1.3, below.

- 1.3 The basic salary rate is based on a one (1) FTE contract. A one (1) FTE contract is comprised on three (3) hours work (2 regular runs per day) - 2½ hours driving and ½ hour cleaning the bus. Total compensation shall be based on the basic salary rate multiplied by the contract FTE. Contracts shall be rounded to the nearest tenth.

This section shall only apply to drivers who in 1997-1998 had a run which exceeded 3 hours. After June 30, 2000, no driver shall be compensated in this manner. All compensation will be according to section 2. This section will be sunsetted on June 30, 2000.

### Section 2.0 - Extra Trips

- 2.1 Extra trips which are not connected to a driver's regular a.m. or p.m. run shall be compensated for the first 1½ hours at \$17.50/hr. (\$26.25) for the 2001-02 school year. Extra trips which are not connected to a driver's regular a.m. or p.m. run shall be compensated for the first 1½ hours at \$18.00/hr (\$27.00) for the 2002-03 and 2003-04 school years. Extra trips will be compensated at a minimum of 1½ hours. For each hour after the first 1½ hours the driver shall be compensated in 15 minutes blocks at the hourly rate stated in 1.2 above. After July 1, 2000 any extra trips which are connected to a regular a.m. or p.m. run will be compensated at the established hourly rate in section 1.2.

Effective July 1, 1999 all time for the late run shall be compensated in 15 minute blocks at the hourly rate established in section 1.2.

- 2.2 It is the responsibility of the Association to see that each extra trip has a driver. Twenty-four hours notice will be given of extra runs whenever possible a driver that has committed himself/herself to driving an extra run may not refuse that run less than 24 hours previous to the run except in an emergency.

- 2.3 When a driver is assigned to an extra trip that is an overnight trip, he/she will receive a regular trip scale with the following exception:
- a. Down time with provisions for hotel accommodations for the driver will call for a deletion on the pay schedule for sleep time. Deleted time will be approved by the Head Mechanic/Bus Supervisor. If the trip is not an overnigher and motel accommodations are provided, the same rule will apply.
- 2.4 Meal reimbursement for special trips will be provided up to \$7.50 for breakfast, \$7.50 for lunch, \$12.50 for dinner when a dated receipt is presented.
- 2.5 In the event a trip is cancelled following pre-tripping of the bus, the driver will receive his/her minimum time unless the trip was during a regular run time. If the cancelled trip was during a regular run and the driver can do the regular run, he/she will be expected to do so, and the substitute will be cancelled (i.e., a cancelled 3:15 p.m. soccer game departure). The substitute pay would not be deducted from the regular driver. If the cancellation circumstances do not allow the driver to do the regular run, he/she will receive the minimum time and the substitute pay will be deducted.

### Section 3.0

- 3.1 The Point Peninsula run will receive 25% more than a regular driver's salary, until such time as the driver driving the 1997-1998 year is no longer the driver of the run, then the new driver will be compensated for any time over the basic salary rate of 3 hours shall be paid at the hourly rate described in section 2.
- 3.2 When a change in the assigned driver for the Watertown/BOCES run shall occur, the reimbursement rate shall be the established hourly rate in section 2 for time on the Watertown/BOCES run, determined from the time students depart the bus from the morning session.
- 3.3 Drivers will be allowed to bid annually for bus runs on a seniority basis. Seniority determines choice of any regular new run schedule. Extra driving assignments are to be made on a seniority basis.
- 3.4 Chapter 19-A of the New York State Vehicle and Traffic Law shall govern driving times.
- 3.5 Full-time drivers or drivers of a regular run shall be compensated at the following rates for training:
- a. Basic 20 hour course - \$50 stipend
  - b. Advanced driver course - \$50 stipend
  - c. Safety meetings - a \$50 stipend shall be included in the regular salary for the required 2-hour refresher/safety course(s) (2).

## ARTICLE VII RETIREMENT

The District agrees to make the NYS Employees' Retirement Plan, 75i, available to all employees.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**Section 1.0**

- 1.1 The District will purchase one bus camera and box per year until the fleet is equipped with bus cameras.
- 1.2 Transportation procedures and guidelines will be provided annually to all drivers.
- 1.3 Procedures will be developed to eliminate single driver/single student situations (i.e., cameras, chaperones, etc.).
- 1.4 An IRS 125 Plan shall be offered.
- 1.5 Direct deposit of pay checks will be available if requested.

**ARTICLE IX  
DURATION OF AGREEMENT**

This negotiated agreement will be effective as soon as it is ratified by those listed below. The provisions of this contract will be effective beginning July 1, 2001 through June 30, 2004.

In the event either party wishes to amend this agreement, notice may be given by December 1<sup>st</sup> of each year during the life of this agreement and by mutual agreement, negotiations aimed at mutual agreement shall proceed.

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

LYME CENTRAL SCHOOL DISTRICT

LYME CENTRAL SCHOOL  
BUS DRIVERS ASSOCIATION

BY *Billy J. More* BY *Timothy J. Mason*  
DATE *12/18/01* DATE *12/18/01*