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HARPURSVILLE CENTRAL SCHOOL DISTRICT

Harpurville, NY 13787

HARPURSVILLE TRANSPORTATION ASSOCIATION

AGREEMENT FOR THE PERIOD JULY 1, 2008 - JUNE 30, 2011

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## **ARTICLE I**

### **RECOGNITION**

The Board recognizes the Association as the exclusive negotiating unit of the Transportation Department of Harpursville Central School District including those on permanent, probationary, and part time appointment

A full time employee is defined as an individual who works five hours per day or a bus driver on a yearly contract.

This recognition shall not impair the rights of any employee or groups of employees under the Constitution and Laws of the New York State.

## **ARTICLE II**

### **NEGOTIATIONS**

#### **NEGOTIATIONS PROCEDURES**

1. There shall be negotiations with the Board in accordance with the recognition procedures set forth herein carried out in good faith effort to reach mutual understanding and agreement.

Such negotiations shall include matters relative to terms and conditions of employment. Both parties agree to negotiate in good faith efforts to reach agreement concerning said conditions. Disputes over the conditions set forth in this agreement shall first be brought to the office of the Superintendent. Any agreement so negotiated shall apply to all members of the respective department where applicable, or in certain cases when agreement is applicable to all members of the Association, such agreements shall be reduced to writing and signed by the Board and the Association. It shall be understood that any such agreement is binding only to the extent permitted under the laws of the State of New York and the United States.

2. The Board and the Association agree that both parties will exchange proposals on or before February 1st of the last year of the contract, or at a date mutually agreed to.

3. If either party of this agreement determines that negotiations under this agreement have reached impasse, written notice shall be provided to the other party. The provisions of Section 209 of the Public Employees Fair Employment Act shall apply.

4. The Board recognizes the Association as the bargaining agent for all those who are eligible to be members of the unit.

5. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any items whether contained herein or not during the life of this agreement, except to change or amend language which will have no financial impact on the district.

6. The association will be notified of any negotiations and/or job changes within the Association during the year and a representative of each group may be present at the bargaining table.

**ARTICLE III**

DUES DEDUCTION

1. The Board agrees to deduct from the wages of represented employees dues for the Association as said Association members individually and voluntarily authorize the Board to deduct and to transmit monies promptly to the Association each year. Employees' authorization shall be in writing. The amount for dues of the Association shall constitute Association dues to be deducted.

2. The Board further agrees to deduct from the wages of its employees who are not members of the Association an Agency Fee equivalent to the dues of the Association.

3. Should an employee commence service to the District after the start of dues/agency fee paycheck deductions, such deductions will be pro-rated and divided equally among the remaining paychecks in that school year.

4. By October 10 of each school year the Association President will notify the District in writing as to that year's total amount of dues/agency fee deduction for each represented employee, together with a schedule of paycheck dates for such deductions.

**ARTICLE IV**

GRIEVANCE PROCEDURE

A. Definitions:

- 1. A grievance shall mean any alleged violation of this agreement.
- 2. Days shall mean school days.
- 3. Grievant(s) shall mean a unit employee or group of unit employees.

B. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended, however, by mutual agreement.

LEVEL ONE

A grievance will first be discussed with the supervisor of transportation within 20 days of

knowledge of the event upon which the grievance is based. At this time the grievant(s) shall have the right to:

- a. Discuss the grievance personally, or
- b. Request an association representative to accompany the grievant(s), or
- c. Request an association representative to act on behalf of the grievant(s).

Prior to discussing the matter with the supervisor of transportation, the grievant shall meet with the Association Grievance. The Association can then decide whether or not it will represent the grievant throughout the grievance procedure. If the Association decides not to represent the grievant, it may be a party at each level of the procedure, even though it may not be representing the grievant.

### LEVEL TWO

If the aggrieved is not satisfied with the disposition at level one, the grievance may be appealed to Level Two within ten days of the first discussion with the transportation supervisor. The grievance will be reduced to writing using Appendix A and shall be submitted to the Superintendent not later than five days from the first discussion with the supervisor of transportation. The Superintendent shall conduct a hearing on this matter within five days of receipt of Appendix A, at which time the grievant(s) and/or grievant's representative shall be present. The Superintendent shall render a written decision within five days of his hearing, with copies to the grievant(s) and the association.

### LEVEL THREE

If the Superintendent cannot resolve the grievance, the matter may be appealed to the Board of Education within five (5) days of receipt of the Superintendent's written response. The Board of Education will hear the matter in Executive Session at its next official meeting at which time the grievant(s) and/or grievant's representative shall be present. The Board of Education shall render a written decision within five (5) days of its hearing with copies to the grievant(s) and the Transportation Association.

### LEVEL FOUR

If the grievant(s) is not satisfied with the disposition at Level Three the grievance may be appealed to Level Four within five days of the receipt of the written decision from Level Three. The request to carry the grievance to Level Four must be in writing and filed with the Clerk of the District within five (5) days of receipt of written disposition of Level Three hearing.

Either party may petition A.A.A. to submit five names to act as arbiter in any given grievance. When such list is received, the aggrieved shall eliminate two names, the District shall eliminate two names after the aggrieved, and the remaining name shall be the arbiter.

The arbiter chosen shall have the authority to hold hearings and make procedural rules. The aggrieved, the Association and the Superintendent shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request and obtain from the various parties all

pertinent information not privileged by law, in their possession or control, and which is relevant to the issue raised by the grievance. All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the Board, the aggrieved, the Association, and shall set forth his findings of fact, reasoning, conclusions, and decisions on the issues submitted. The arbiter's decision is final and binding on all parties. Such decisions shall not only apply to the aggrieved but also to all persons identically situated.

The expenses of arbitration (excluding consultant fees) shall be shared equally by the Association and the Board. If the Association is not a party to the grievance, then the aggrieved and the Board shall share expenses equally.

## **ARTICLE V**

### **DAYS OFF**

#### **JURY DUTY**

All transportation staff members who are called for jury duty shall receive the necessary leave to fulfill their civil obligation. The leave shall not be deducted from sick leave, personal days, or vacation. The staff member shall receive a rate of pay equal to the difference between his salary and the jury fee.

#### **PERSONAL BUSINESS**

It shall be the policy of this school district to grant up to three (3) days for absence due to urgent personal business. Personal days shall be granted only to employees whose normal work day consists of five or more consecutive hours. Drivers and monitors working less than five consecutive hours per day will receive personal business leave equivalent to two runs per year. Request may be presented to employee's immediate supervisor or Superintendent. The Superintendent shall have the power to delegate authority in whatever manner he so desires, and shall maintain reasonable records of absence due to this policy.

Unused personal days will be added to an employee's sick time at the end of the school year.

#### **FAMILY ILLNESS**

Up to ten (10) days, non-cumulative, will be given for illness in the immediate family to be charged against sick leave. Immediate family in this instance is defined as: the spouse of a staff member, his/her children, foster children, the parents of the staff member or of his/her spouse, or any relative living within the staff member's household. This benefit may be extended in unusual circumstances at the discretion of the Superintendent. Leave for illnesses of other family members may be granted at the discretion of the Transportation Supervisor.

#### **BEREAVEMENT**

Absence with pay will be allowed to transportation personnel in case of death in the immediate family in the amount of a maximum of five (5) days for each death. However, such allowance is non-cumulative. Death in the immediate family is construed to be the death of a staff member's spouse, child, step children, foster children, father or father-in-law, mother or mother-in-law, brother or sister, grandfather or grandmother or grandchild. If any other situation arises with family members not defined above, the Superintendent may grant bereavement days which are included within the five (5). Up to two (2) days shall be allowed for attendance at funerals for other relatives or close friends. Provisions shall be made to permit attendance without loss of pay at the funerals of colleagues, active or retired at the time of death, by those who wish to attend, if such attendance does not exceed one-half of a day per event. Such absence shall have the prior approval of the Superintendent.

## PERSONAL ILLNESS

### 1. Purpose

This plan is designed to protect both the employee and the children on the buses. From the point of view of the employee, it is a form of insurance which will protect him or her from loss of income for a stated period of time.

### 2. Employees Benefiting

All members of the transportation staff who are scheduled to work five (5) hours or more per day on a regular basis will benefit from this section. Full time bus drivers are those individuals who are on a yearly contractual basis.

### 3. Basic Rule

All full time employees shall be entitled to one (1) day of sick leave each month that they are employed, cumulative to unlimited days.

A doctor's certificate may be requested by the Superintendent for absence greater than five (5) days.

## SICK BANK

The Board of Education shall establish a Sick Bank consisting of one (1) day donated by each transportation employee wishing to participate, and a matching day donated by the Board of Education, with said days being placed in the bank on 1 October of each school year. If at any time during the year the reserves of the sick bank should become depleted, then bargaining unit members who are members of the sick bank may voluntarily contribute up to five (5) additional days. The Board of Education will match these contributions one- for-one.

Provision for use of the above sick bank shall be determined by a committee consisting of one member appointed by the Board, one by the Association, and one by the Administration.

Unused sick days left at the end of the school year will be carried over to the next school year, with the Board only matching the current year's sick day donation.



A member may make application to the sick bank if they meet all the below listed criteria:

1. The employee is unable to perform their regular job due to a disabling non-work related illness and/or a disabling non-work related injury. The term of disability should be for a term exceeding five (5) days.
2. The application is accompanied by a signed "Employee Leave Certification Form." (Physician and employee signatures.) (Application and Certification forms are Attachment A and B to the contract.)
3. The employee has exhausted all other forms of paid leave and has taken five continuous days without pay.
4. The application is made on the prescribed form (Attachment A).

The Committee shall review the completed application and the employee's medical and attendance records and either approve or disapprove the usage.

Each request for Sick Bank usage shall be considered on an individual basis. Each employee, as a condition of applying for Sick Bank usage, shall authorize the District to release to the Committee his/her attendance records for review in connection with making the determination required herein. A reason for the requested usage and a statement from the physician stating the period of disability must be provided to the committee. In lieu of the employee submitting the reason and period of disability to the Committee, the employee may elect to have such information submitted to the School Physician, who shall make a recommendation to the Committee.

An employee may receive up to fifteen (15) days per request and then be reviewed if the situation demands it.

Employees shall be encouraged to apply for disability retirement where applicable.

However, in no case shall the sick bank be used for family sickness or childcare purposes.

#### RETIREMENT BENEFITS

The school year 1972-73, the Board of Education approved the Improved Career Retirement Plan Section 75-I for retirement benefits.

Sick leave may be used toward retirement, 100% of accumulated sick time at the time of retirement may be counted up to a maximum of 165 days.

#### LEAVE OF ABSENCE

Leave of absence shall be granted to permanent employees only. Upon the recommendation of the Superintendent, the Board shall consider the request for leave of absence.

In general, leaves of absence shall not exceed one year and the employee shall return to duty at the

beginning of the school year.

No employee shall lose his accumulated allowance of unused sick leave by reason of having been on leave of absence nor shall he accumulate any additional days of sick leave during the leave of absence. Upon return he/she shall be assigned to a comparable position to the one presently held if said position still exists.

The employees insurance coverage shall remain the same as long as the employee continues to pay the full premiums throughout his/her leave of absence.

#### FAMILY CARE LEAVE

a. Leave of absence for family care may be granted up to two (2) years, on request, to a bargaining unit member. Such leave shall be without pay or increment. The association agrees that such leave is long term leave of at least one semester.

b. A unit member requesting a family care leave shall do so in writing and shall include a date the leave commences and the date the leave concludes. Such request shall normally be made at least twenty (20) days prior to the start of leave.

c. Return from such leave will normally coincide with the first instructional day of a semester, but a unit member may return at any time with the approval of the Superintendent.

d. Accumulated sick leave shall not be lost, and the rights of insurance coverage shall continue (non-contributing by the District).

e. Upon return, the unit member shall not lose his accumulated allowance of unused sick leave by reason of having been on family care leave nor shall he accumulate any additional days of sick leave during the family care leave. Upon return he/she shall be assigned to a comparable position to the one presently held.

#### TIME OFF WITHOUT PAY

Time off without pay may be granted by the Superintendent upon the recommendation of the immediate supervisor.

#### MILITARY LEAVE

Requests for Military Leave (for active service for reserve training) shall be granted in accordance with Military Law, Section 242, 243.

All transportation employees requesting leave for ordered military duty shall submit their requests (or orders) to the Superintendent in a timely fashion prior to the beginning of such duty.

Leaves for reserve training shall be scheduled during the summer months whenever possible.

These leaves will be without pay except as specified by Military Law.

## OVERTIME PAY

A bargaining unit member will be paid time and a half when working more than eight (8) hours in a day unless the additional time is at the written request of the bargaining unit member. Time allowed for paid holidays and sick/personal leave will be counted as time worked for the week.

## CHAPERONING

Reimbursement for meals will be paid upon presentation of receipt, taking into consideration time of departure, length of trip and arrival, etc., upon the approval of the Superintendent.

All employees working at extra curricular activities will be paid at the same rate as teachers.

## VACANCIES

As vacancies occur in permanent or newly created non-teaching position, or coaching/co-curricular positions which are not filled by bargaining unit members represented by the Harpursville Teachers Association, or where a current bargaining unit position is up graded, notice will be posted by the district prior to interviewing or filling of any such position. Posting sites include the bus garage, the elementary building, and the middle-high school building. The notice shall contain the position's title, and a brief description of its general duties. A copy of the notice will be sent to the Association President. Bargaining unit members who apply for such positions shall be given serious consideration. Laid-off unit members who are qualified for a vacancy to the same or similar position shall be recalled from a preferred eligibility list and shall have first refusal for up to two years from date of lay off. Unit members will be recalled from the eligibility list in reverse order of layoff. A bargaining unit member who is hired into the vacancy shall bring all seniority, vacation, retirement and leave credits to the new position. It is hereby understood by the parties that seniority will be a determining factor in the case of any necessary layoffs. Consideration will be given to the qualifications of employees to drive specific buses.

## PHYSICAL EXAMINATIONS

### Frequency:

1. Transportation personnel will have an annual physical examination.
2. A copy of the medical examination report shall be given to the employee together with any supporting data or reports.

### Physician

All transportation employees may have their physical examination by either the school physician or private physician. In the event the employee decides to use a private physician, complete cost will be borne by the employee.

## Records

The medical examination report form will be furnished by the school and retained in the physician's files. The examining physician will fill in the medical examination request form and return it to the Superintendent's office upon completion of all physical examination requirements.

The Superintendent may require a physical examination at any time pursuant to law.

## INSURANCE

1. For full time bargaining unit members hired before July 1, 1992 the district will pay 95% of the premium amount for the employee's coverage and 90% of the premium amount of the premium for dependent coverage. The district agrees that benefits will not be reduced during the life of this contract.

2. For those full time bargaining unit members hired after July 1, 1992, the district will pay 75% of the premium for health insurance, dental insurance, and life insurance, either individual or family plan for health and dental insurance.

3. Blue Cross Blue Shield of Central New York, Regionwide Option I Health Benefits, Blue Cross Blue Shield of Central New York Dental Insurance, Schedule A - Supplemental basic, orthodontics, periodontics, prosthetics (Option 1), Student to 25, UNICARE Life & Health Insurance Company, Life and Accidental Death and Dismemberment, are the plans presently in force.

4. Retiree health insurance will be paid at the premium contribution rate at the time the bargaining unit member retires. Retiree – Medicare Part B will be paid by the District for retired employees only to a maximum of \$96.40/month. Married retired employees will convert from family coverage to two individual plans when eligible for Medicare Part B.

## TERMINATION OF EMPLOYMENT

An employee, who leaves the employ of the Board of Education except on leave of absence, shall forfeit all of his unused days of sick leave and they shall not be restored if he shall later re-enter the service of the Board of Education, nor will past employment be considered for seniority.

In the event the District, due to changes in pupils transported, must eliminate a monitor's position, it will be done on the basis of seniority.

DAMAGED, STOLEN OR DESTROYED personal property caused by vandalism, theft, fire and/or unintentional loss shall be repaired to original condition or replaced at no cost.

Verification of damages during working hours and on work site shall be at the Superintendent's discretion. The voluntary exchange of money at the work site between bargaining unit members, any portion of which is subsequently lost, misplaced or stolen shall not be subject to reimbursement or replacement. There shall be a District liability of \$50 per item/incident/claim excluding those personal property items that have the written permission of the immediate supervisor for use on school grounds. Personal eyeglasses and hearing aids are excluded from the \$50 limit but will not be reimbursed if they

are damaged or destroyed due to the employee's own negligence.

### WORKER'S COMPENSATION

The transportation employee shall receive worker's compensation payment during the period of absence. The Board of Education will pay full salary less weekly compensation for loss of time due to personal injury in the line of duty for one hundred and twenty (120) days or until final compensation award is made, whichever comes sooner. No loss of accumulated sick leave will occur during the period described. If loss of time due to injury/accident exceeds the above time limits, sick leave, including Sick Leave Bank, may be utilized. If all full-pay credits are exhausted prior to a return to work, the employee shall receive directly the compensation payment. The District shall encumber the employee's position until (s)he returns to work. In the event an employee receives a disability award (as opposed to a compensation award), that disability award shall be solely the injured employee's.

### FULL TIME EMPLOYEES (as defined under Recognition)

1. Each 52-week employee will be given 1/2 hour paid lunch period.
2. Hours for all full time employees will be set by the immediate supervisor with the approval of the Superintendent.
3. The Administration reserves the right to award merit increases.
4. The salary of beginning employees will be determined by the Administration. Consideration will be given to previous experience and driver's license held by the applicant.
5. Full-time bargaining unit members who have worked continuously for the district ten years will receive a yearly longevity payment of \$250. After 14 years of consecutive service the longevity payment will increase to \$350. After 20 years of consecutive service, the longevity payment will increase to \$500.
6. Vacation time for full-time employees (only 52 week employees):
  - a. Two weeks after one year of full time service
  - b. Three weeks after seven (7) years of full time service.
  - c. Four weeks after thirteen (13) years of full time service.

In the event a vacation is not used in its entirety during the normal fiscal year it cannot be accumulated for use in another year unless the employee is requested to work by the Superintendent due to emergency situation.

Vacation time may be taken while school is in session. Vacation time must receive the prior approval of the Superintendent.

7. The following are considered paid holidays for employees designated:

- |              |                             |
|--------------|-----------------------------|
| 1. July 4th  | - 52 week employees         |
| 2. Labor Day | - 52, 42, 40 week employees |

- |   |                             |
|---|-----------------------------|
| 3. Columbus Day                                       | - 52, 42, 40 week employees |
| 4. Veterans Day                                       | - 52, 42, 40 week employees |
| 5. Day before Thanksgiving                            | - 52, 42, 40 week employees |
| 6. Thanksgiving                                       | - 52, 42, 40 week employees |
| 7. Day after Thanksgiving                             | - 52, 42, 40 week employees |
| 8. Day before Christmas                               | - 52, 42, 40 week employees |
| 9. Christmas Day                                      | - 52, 42, 40 week employees |
| 10. Day before New Year's Day                         | - 52, 42, 40 week employees |
| 11. New Year's Day                                    | - 52, 42, 40 week employees |
| 12. Martin Luther King Day                            | - 52, 42, 40 week employees |
| 13. Presidents' Day (as determined by Superintendent) | - 52, 42, 40 week employees |
| 14. Good Friday                                       | - 52, 42, 40 week employees |
| 15. Memorial Day                                      | - 52, 42, 40 week employees |

Should school be in session on a particular holiday, all employees are expected to work on a regular scheduled basis.

If employees are required to work on these holidays (if school is NOT in session) they will be paid double time.

Time allowed for paid holidays will count as time worked for the week.

8. The Board of Education will make payroll deductions to any area bank, unless a bank fee is required, whenever so requested by unit member.

9. Transportation employees will be admitted to all Harpursville home athletic events without charge.

10. The District may at its discretion advance an employee on the salary schedule not more than two steps beyond a normal increment. If this is to be done the employee will be notified by April 15<sup>th</sup> of the year preceding.

11. For this contract (2008-2009, 2009-2010, 2010-2011), the District will reimburse bus drivers the difference in cost between an operator's license and Class B license.

**DISCIPLINARY PROCEDURES**

A child or children found on the bus after the Driver and or Monitor has left the vehicle at the conclusion of the run shall be considered conclusive evidence of the bus drivers failure to conduct the mandatory post-trip inspection of the interior of the vehicle.

In such a case, the Driver and or Monitor's employment with the District will be terminated. For purposes of this subdivision, the hearing procedures required by Civil Service Law Section 75 are hereby waived.

## Bus Problems

A driver receiving a ticket for any alcohol or drug related infraction must report the fact to either the Supervisor of Transportation or the Superintendent of Schools on the next school day after the ticket was issued. This requirement includes any citations received outside of New York State.

The driver will be suspended without pay until such time as the verdict has been rendered.

If the person is innocent of charges he shall be reimbursed full pay for days lost due to suspension. The Board of Education, upon the recommendation of the Superintendent, at its discretion, may assign a bus driver who has been charged with D.W.I. to other work areas within his department prior to his conviction.

### IN-SERVICE

Transportation Personnel: To receive payment for attendance at a workshop and/or course, the following procedures are to be followed:

1. The request must be approved by the Superintendent prior to taking the course.
2. The course or workshop must relate to information and/or knowledge that would be needed or useful in the individual's duties as a district employee.
3. The course or workshop must meet after the employee's normal working hours.
4. The request, in the case of workshops or course, not sponsored by the District, the Teachers Center or BOCES, must include an outline of the material to be covered and the name or names of the instructors.
5. If the district is paying a tuition charge, a registration fee or incidental cost of the employee, then a stipend will not be considered.
6. The stipend to be paid will be determined by the Superintendent and should be based on the amount of time required of the employee outside of normal working hours.

These procedures are for courses that an employee desires to take, not those that the district requires an employee to take.

### RE-EMPLOYMENT OF RETIRED EMPLOYEES

Definition: An employee who has worked for the district, retired and is receiving a retirement payment from the New York State Employees Retirement System, and who also is a full time employee per contract definition:

1. Must pass a physical examination prior to re-employment given by the school doctor and yearly thereafter.

2. Since, as a retired district employee, he is eligible for health insurance, no additional health insurance benefit will be considered.
3. May not use sick days that were accumulated prior to retirement, but does accumulate sick and personal days while working as a full time bus driver per contract.
4. Is not eligible to draw from sick bank.
5. Is subject to all rules, regulations, and contractual responsibilities of any regular bus driver.

EXTRA CURRICULAR ACTIVITY, ACTIVITY, AND FIELD TRIPS

1. Hourly rates for extra runs:
 

2008-09 - \$16.60
2009-10 - \$17.26
2010-11 - \$17.95

2. Drivers will receive contract pay for the first hour of extra runs when these coincide with regular route assignments.

3. Notice of extra runs will be posted in the garage within a reasonable time after they have been approved.

4. Subject to the judgment of the Transportation Supervisor, assignment of drivers to extra runs will be alternated among available drivers. In the case of multiple runs, seniority will be considered for the longest runs.

5. Teaching staff or substitute drivers will not be assigned extra runs except in emergency situations as determined by the Transportation Supervisor.

6. Reimbursement for meals will be paid by the District upon the presentation of a receipt for the meal or meals. These receipts are to be presented to the accounts clerk.

Meal allowances for drivers taking extra trips:

- |           |                        |
|-----------|------------------------|
| Breakfast | - no more than \$7.00  |
| Lunch     | - no more than \$9.00  |
| Dinner    | - no more than \$15.00 |

7. All drivers will be paid one (1) hour if trip is canceled and they are not notified prior to their arrival at school for the trip.

8. Runs will be scheduled by the Transportation Supervisor and approved by the Superintendent.

9. Schedules are subject to change at any time as mileage/time increases or decreases. As new runs originate, the time/mileage assigned will be determined. The Supervisor of Transportation will determine the increases/decreases throughout the school year and change assignments.



10. Drivers must be able to meet school starting and closing times as established by the Board of Education.

11. Requests for volunteer driving services of driver members of the bargaining unit will be referred to the President of the Transportation Association for consideration.

12. Extra Driving Assignments:

a. All contract drivers and eligible full time employees will express their interest and preference in writing for extra driving assignments prior to the end of the second week of school. Trips will be assigned on a rotation basis, with seniority prevailing with the beginning of the fall sport season. New drivers will become eligible when assigned a contract.

All trips will be assigned by the Transportation Supervisor. If two trips fall within the same day, the most senior driver shall have his/her choice of the runs. If a driver accepts a trip but then is unable to drive it, the trip will be returned to the Transportation Supervisor for assignment to the next driver in rotation. Substitute drivers may be assigned extra trips if late notice is provided to the Transportation Supervisor.

To ensure that all extra trips are safely covered, the Transportation Supervisor may intervene. This may include assigning trips out of rotation (ex; New York City Trips and such).

b. Late Runs: All interested drivers shall give written notice of interest, prior to or at the August meeting. Seniority will have first choice of route and ten (10) week section preference. Any remaining ten (10) week sections available will be assigned according to seniority.

c. Summer Runs: Those drivers and monitors interested in being considered for summer transportation runs will express their interest and preference in writing at least three (3) weeks prior to the end of the regular school year. Routes will be assigned according to seniority.

13. All safety meetings will be mandatory and drivers will be paid the hourly rate for extra runs. Bus monitors required to attend will be paid their hourly rate.

14. Drivers will be paid for time spent for mandatory drug testing.

15. All bus runs scheduled for each school day will be on contract. Contracts for new and/or added runs will be offered not later than the 15th school day of the run.

16. Mechanics will be allowed a one-hundred dollar (\$100.00) hand tool allowance per school year. Purchases will be submitted on a claim form with appropriate receipt to Supervisor for reimbursement. Tools will remain in the bus garage for school bus repairs.

17. Overnights: Overnights will be discussed and resolved between the driver and the Transportation Supervisor and the driver prior to the overnight, reflecting specific circumstances of each trip. The settlement must be approved by the Superintendent and the Association President will receive a copy of the agreement prior to the trip.

**MINIMUM BEGINNING RATES**

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Bus Driver/Laborer	\$8.36	\$8.61	\$8.87
Mechanic	\$8.45	\$8.70	\$8.96

Returning Bus Driver/Laborer and Mechanic will receive:

2008-09	4%
2009-10	4%
2010-11	4%

Bus Monitors hired prior to July 1, 1995 and those assigned trips involving Group Homes:

2008-09	\$12.78
2009-10	\$13.29
2010-11	\$13.82

Bus Monitors hired after July 1, 1995:

2008-09	\$9.70
2009-10	\$10.09
2010-11	\$10.49

Hourly rates for down town (out of district placement):

For those hired before July 1, 1995:

2008-09	\$17.77
2009-10	\$18.48
2010-11	\$19.22

For those hired after July 1, 1995:

2008-09	\$13.46
2009-10	\$14.00
2010-11	\$14.56

**TRANSPORTATION CONTRACT MINIMUM BEGINNING SALARIES**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
2008-09	\$5,817.71	\$6,041.54	\$6,353.74	\$6,363.66
2009-10	\$5,992.24	\$6,222.79	\$6,544.35	\$6,554.57
2010-11	\$6,172.01	\$6,409.47	\$6,740.68	\$6,751.21

- Route A - Driving time .25 to .50 per trip
- Route B - Driving time .75 to 1.25 per trip
- Route C - Driving time 1.25 to 1.5 per trip
- Route D - Driving time 1.5 to 1.75 per trip

Returning drivers will receive:

2008-09	4%
2009-10	4%
2010-11	4%

#### RIGHTS OF EMPLOYER

Except as otherwise specifically provided in this agreement, the employer shall have the customary rights, powers and functions, for example to direct the employees, to hire, promote, suspend, take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of management pursuant to statute and existing practice.

#### **ARTICLE VI**

##### DURATION

The provisions of this agreement shall be in effect as of the date of July 1, 2008 and shall remain in effect until June 30, 2011.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

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Robert Hagerman  
President  
Harpursville Transportation Association

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Kathleen M. Wood  
Superintendent of Schools  
Harpursville Central School District