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Title: **Chittenango Central School District and International Brotherhood of Teamsters (IBT), AFL-CIO, Teamsters Local 317, Chittenango Bus Drivers' Union (2003)**

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AGREEMENT

BETWEEN

CHITTENANGO CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS

AND

CHITTENANGO BUS DRIVERS' UNION
TEAMSTERS, LOCAL 317
An Affiliate of the
International Brotherhood of Teamsters, AFL-CIO



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RELATIONS BOARD

2003 - 2004 through 2005 - 2006

TABLE OF CONTENTS

SECTION		PAGE
	PREAMBLE	1
SECTION I	RECOGNITION	1
SECTION II	UNION SECURITY..... Dues Deduction and Agency Fee	1
SECTION III	NO STRIKES - NO LOCKOUTS	2
SECTION IV	NON-DISCRIMINATION	2
SECTION V	UNION BUSINESS..... Stewards and Alternates Union Business Bulletin Board Drivers' Advisory Committee	3
SECTION VI	MANAGEMENT RIGHTS CLAUSE.....	3
SECTION VII	SENIORITY Definition Continuous Service Seniority List Voluntary Quit Probationary Period	4
SECTION VIII	WORK FORCE CHANGES..... Vacancies	5
	Layoff.....	5
	Substitute Work During Layoff	6
	Recall From Layoff.....	6
	Displacement When Job Is Abolished	6
SECTION IX	WORK SCHEDULES Definitions	6
	Regular Run.....	6
	Extra Run	7
	Late Run	7
	Regular Driver.....	7
	Long-Term Substitute Driver Definition and Terms and Conditions	7
	Shuttle	8
	Extra Trips.....	8

SECTION IX, WORK SCHEDULES, continued		
	Assignment of Regular Runs	8
	Assignment of Regular Drivers	8
	Late and Kindergarten Runs	8
	Extra Runs	9
	Reassignment of Extra Trips	9
	Cell Phones.....	9
	Occasional Driver.....	10
	Assignment of All Runs.....	10
	Rules for Summer School Assignments	11
	Special Trips	11
SECTION X	BUS RESPONSIBILITIES	12
SECTION XI	GRIEVANCE AND ARBITRATION PROCEDURE.....	13
SECTION XII	WORK RULES	15
SECTION XIII	PERSONNEL FILE/PERSONAL HISTORY FOLDER.....	15
SECTION XIV	DISCIPLINE AND DISCHARGE.....	16
SECTION XV	PERSONAL ILLNESS, SICK LEAVE BANK, ILLNESS OR DEATH IN THE FAMILY, PERSONAL LEAVE, AND HOLIDAYS	16
	Personal Illness	16
	Sick Leave Bank	16
	Illness or Death in Employee's Family.....	18
	Personal Leave.....	18
	Holidays	19
SECTION XVI	UNPAID DAYS OFF	19
	Leaves of Absence	19
	Short Leaves of Absence	19
	Family and Medical Leave.....	20
	Child Care Leave	21
SECTION XVII	JURY DUTY.....	22
SECTION XVIII	MILITARY LEAVE	22
SECTION XIX	RETIREMENT PLAN.....	22

SECTION XX	HEALTH AND DENTAL PLANS, EYEGLASSES AND CLASS B LICENSE	23
	Health Insurance	23
	Cost Sharing for Health Insurance for Retirees.....	23
	Disability Plan and NYS Disability Insurance	24
	Opt-Out Provision	24
	Flex Plan.....	24
	Term Life Insurance.....	25
	Eye Glasses Repair/Replacement	25
	Class B License.....	25
SECTION XXI	SAFETY	25
	General.....	25
	Safety Committee	25
	Training.....	25
	Bus Monitors	26
	Safety Award	26
SECTION XXII	ENTIRE AGREEMENT	26
SECTION XXIII	TAYLOR LAW STATEMENT	26
SECTION XXIV	DURATION OF AGREEMENT	27
APPENDIX - A	SALARY RATE SCHEDULES	28
	Salary Rates	28
	Stipend Payment	28
	Bi-Weekly Pay Calculations	29
	Longevity Payments.....	29
APPENDIX - B	COMPUTATION OF SALARY	30
	Regular Runs.....	30
	Late Runs	30
	Extra Runs	30
	Split Runs	30
	Substitute Driving	31
	Meal Allowances	31
	Annual Work Days and Paid Days	31
	Retirement/Disability/Death Benefit	32
SIDE LETTER	PROCEDURE FOR SEPARATION FROM EMPLOYMENT .	33

PREAMBLE

This agreement entered into by the Chittenango Central School District, hereinafter referred to as the employer and Teamsters Local 317, an affiliate of the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of fair and peaceful procedures for determining conditions of employment and the administration of grievances arising thereunder as established by the Taylor Law.

SECTION I

Part 1. - RECOGNITION

The employer recognizes Teamsters Local 317, an affiliate of the International Brotherhood of Teamsters, AFL-CIO as the sole and exclusive collective bargaining agent for the purpose of establishing pay scales, definitions and conditions of employment and the administration of grievances for the term of this agreement for all bargaining unit members. All regular drivers and long-term substitute drivers, as defined in Section IX, D and E, will have the benefits of this agreement. The employer shall furnish a copy of this agreement to all new employees covered by this agreement at the time they are hired.

SECTION II

UNION SECURITY

Dues Deduction and Agency Fee

1. All School Bus Drivers who are regular drivers or long-term substitute drivers, as defined in Section IX, Parts 1.D and E of this Agreement, whether they are members or non-members of Teamsters Local 317, are covered by this agreement, and shall have deducted from their pay an amount as certified and designated by the Union.
2. Employees have the right to join or not to join the Union as they see fit without pressure from the District or the Union. Employees, as a condition of employment, shall become members or pay an amount equivalent to the uniform monthly dues, fees, and assessments required for Union members.
3. Each employee who joins the Union shall have his/her dues, fees, and assessments deducted from his/her paycheck by filing an authorization form with the District's Business Office. The District will withhold from the paycheck of each employee who is not a member of the Union the amount certified by the Union as its agency fee for representation in collective bargaining and contract administration.
4. The District will transmit dues, fees, and assessments once each month to the Union officer certified for this purpose by letter from Local 317 to the School Business Administrator.
5. Once each year or whenever there is a change, the Union shall transmit to the District in writing a statement of all authorized dues, fees, and assessments owed by Union members and by agency fee payers.
6. The Union agrees to save and hold harmless the Board of Education and the Superintendent and School Business Administrator for any and all damages and liabilities including expenses of litigation, that may accrue by reason of any action, suit, or proceeding involving or in any way relating to the agency shop fee deduction provision set forth in this Agreement.

SECTION III

NO STRIKES - NO LOCKOUTS

Part 1 - Strikes

The Union hereby affirms the policy that it will not strike against the employer.

Part 2 - Lockouts

The employer agrees that there will be no lockouts of employees.

SECTION IV

NON-DISCRIMINATION

Part 1

The provision of this agreement shall apply equally to all regular employees without discrimination as to age, sex, marital status, disability, religion, race, color, creed, national origin or political affiliation.

Part 2

The employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the employer because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

Part 3

The Union recognizes its responsibilities as bargaining agent and agrees to represent all regular employees without discrimination.

Part 4

The employer shall not require regular employees to sign letters of intent to drive that contain pay rates which are being negotiated or pay rates in effect at time of negotiation.

SECTION V

UNION BUSINESS

Part 1 – Stewards and Alternates

The District recognizes the right of the Union to designate Stewards and Alternates from among members of the bargaining unit. The authority of the Stewards and Alternates shall be limited to the following activities:

- A. The investigation and presentation of grievances to the District in accordance with the provisions of the collective bargaining agreement;
- B. The collection of dues when authorized by Union action;
- C. The transmission of such messages and information which originate with and are authorized by the Union or its officers.

Part 2 – Union Business

Union business shall not be conducted during the work time of Stewards or Alternates or the employees they represent, except with the consent of the Transportation Supervisor or the School Business Administrator.

Part 3 - Bulletin Board

The District shall provide a bulletin board in the bus garage for the posting of notices and other material pertaining to official Union business. Rules for use of the bulletin board will be determined by the Drivers' Advisory Committee. No material which promotes or encourages a strike or a work stoppage may be posted on the bulletin board or sent through the District's regular or electronic mail.

Part 4 – Drivers' Advisory Committee

A Drivers' Advisory Committee shall be established to meet with the Transportation Supervisor. It shall consist of three elected Union members, including a steward, to meet once a month, or as needed, to discuss issues and concerns of drivers and/or the Transportation Department.

SECTION VI

MANAGEMENT RIGHTS CLAUSE

The management of the District and the direction of its employees, including the right to plan and direct operations, schedule and assign work, determine work standards and maintain efficiency of employees, to hire, promote, lay off, suspend, discipline, and discharge employees, are the rights of the employer, however, the employer shall comply with the provisions of this agreement and shall not discriminate against any employee because of his/her membership in the Union, Teamsters Local 317.

SECTION VII

SENIORITY

Part 1 - Definition

Seniority is the employee's length of continuous service as a bus driver with the employer since last date of hire.

Part 2 – Continuous Service

Continuous service includes those periods when an employee is on the payroll as well as the summer vacation time if he/she signified intent to drive again in the new school year. It will also include:

- A. Sick leave time and New York State Disability or equivalent
- B. Disability leave due to occupational injury or disease for which compensation is paid
- C. Time laid off due to reduction in force if recalled within one (1) year
- D. Personal or family sickness leave time.
- E. Other leaves approved by Board of Education

Part 3 – Seniority List

The employer will post a seniority list in a conspicuous place, and transmit a copy to the Union at the start of each new school year. The list will show employee name and date of hire and be in order of seniority.

Part 4 – Voluntary Quit

Employees who are absent from work for a period of five (5) consecutive workdays without notice to the employer shall be considered to have voluntarily quit.

Part 5 – Probationary Period

All new drivers hired shall be considered as probationary employees for the first six (6) months of employment excluding July and August. When an employee completes his/her probation he/she shall be entered on the seniority list retroactive to his/her date of hire as a probationary employee. There shall be no seniority among probationary employees.

Any unpaid absence shall not be counted as part of the probationary period.

SECTION VIII
WORK FORCE CHANGES

Part 1 - Vacancies

When a vacancy occurs in a scheduled work assignment, the position will be posted with all necessary information. Drivers who wish to apply for that vacancy or another possible vacancy that may result from an appointment to the opening should make their desires known in writing.

Requests must be filed with the Transportation Supervisor within five (5) working days after posting. (This process will not apply April 1 - June 30 to prevent present work force changes during this period.)

The Transportation Supervisor will first consider the most senior driver for the original vacancy. If he/she does not feel that such driver is qualified, he/she will move to others who have applied in order of seniority. If the vacancy cannot be filled from within, then a person will be hired.

If the vacancy is filled from within, the Transportation Supervisor will then meet with all other drivers who had expressed a desire for a change in scheduled work assignments. Provided qualifications meet the minimum requirements, drivers' seniority will control all appointments. All vacancies created by changes in assignment will be filled in this manner.

If the vacancy occurs at the beginning of the year or during the year and the regular driver is expected to return during the year, then the position will be filled by a long-term substitute driver.

Vacancies that become permanent prior to beginning of any school year will be posted with necessary adjustment to be made no later than September 15.

Whenever the Transportation Supervisor makes a final decision on work force changes based on those who applied for a posted position, he/she will make an effort to notify each applicant personally. At that time, anyone not chosen may request a meeting with the Transportation Supervisor to discuss the decision further.

There may also be times when the Transportation Supervisor finds it necessary to add time to a particular driver's schedule. In doing so, it may seem that such additional time could have been added to another driver's run instead. However, due to the complexity of the scheduling, the Transportation Supervisor may have no other choice and therefore posting the opportunity is not necessary. When such cases occur, the Transportation Supervisor will notify the drivers who did not receive the extra time if he feels there could have been a question. However, it shall also be the responsibility of any driver who is concerned to request a meeting with the Transportation Supervisor.

Part 2 - Layoff

If it becomes necessary to lay off employees due to reduction in work force, they will be made in the following order:

- A. Probationary drivers
- B. Regular drivers in order of least seniority

SECTION VIII, WORK FORCE CHANGES, CONTINUED

Part 3 – Substitute Work During Layoff

Regular drivers laid off will be offered long-term substitute driver status in order of seniority and be paid at previous regular driving rate. Laid off drivers do not forfeit their recall rights by refusing opportunities to take long-term substitute positions.

Part 4 – Recall from Layoff

Regular drivers will be recalled in order of seniority as vacancies occur. Recall notices will be sent by certified mail to the driver's address of record in the District Office. Recall rights shall expire after a period equal to his/her seniority but in no case less than one year from the date of layoff. Written notice shall be sent at expiration of recall rights. Recall rights will be terminated if the employee fails to report within 45 calendar days of written notice. The Board of Education may extend such a period of time or allow for a leave of absence due to extenuating circumstances. Refusal of a recall from layoff also ends the driver's preferred eligibility.

Part 5 – Displacement When a Position is Abolished

When a position is abolished during a school year, the driver may displace the least senior regular driver. The driver whose position is abolished must exercise this right immediately. If the driver does not exercise this right, he/she will be laid off.

If more than one driver has and exercises displacement rights, all of the reassignments will be made effective at the same time.

SECTION IX

WORK SCHEDULES

Part 1 - Definitions

A. Regular Run

1. Pick up of passengers at a number of locations and transporting them to schools. Limited by bus capacity and/or time required for pick-up.
2. Loading of passengers at schools or location and taking them home. Limited by bus capacity and/or time required for pick up.
3. Loading of passengers and taking them to out-of-district schools.
4. All runs are paid by the hour. Regular runs have a one-hour minimum for pay purposes. Extra trips have a three-hour minimum for pay purposes.

The estimated lengths of regular runs used for bidding purposes each year shall not be binding for pay purposes. The District shall pay by the actual time a run or trip takes, beyond the above minimum.

5. Kindergarten runs will be considered regular runs for pay and assignment purposes (i.e. will be part of the runs schedules made up at the start of each school year).

SECTION IX, WORK SCHEDULES, CONTINUED

B. Extra Run

Carrying passengers inside or outside the school district for approved athletic activities or field trips.

C. Late Run

Take home of passengers after the last scheduled athletic practice or other extra-curricular activity of the school day. (i.e. 5:30 P.M.)

D. Regular Driver

An employee who has at least two regular runs assigned, but works both in the morning and afternoon, or works at least four hours per day.

E. Long-Term Substitute Driver

Replaces a regular or part-time driver who is on a leave of absence.

Part 1 - Benefits for long-term substitute drivers shall be as follows:

The following benefits shall be granted retroactively to the first day of long-term substitute service:

- The long-term substitute shall receive Level I pay.
- The long-term substitute shall earn paid holidays.
- The long-term substitute shall earn paid sick leave at the rate of one (1) day per month, i.e. ten (10) days for a full school year.
- The long-term substitute shall earn paid personal leave at the rate of three (3) full days or six (6) half days for a full school year, prorated to fit the portion of the year worked.

Other benefits:

- The long-term substitute may bid on extra trips after he/she has worked three (3) consecutive months.
- A long-term substitute driver who works every day for the same absent driver for three (3) consecutive calendar months or more is eligible to enroll in the District's health insurance plan effective the first day of the following month.

Part 2 - If a long-term substitute receives an appointment as a regular driver, seniority and all accumulated benefits will be counted from the date of hire as a long-term substitute as long as there is no break in service other than July-August. (Health Insurance will not be retroactive.)

A long-term substitute who receives an appointment as a regular driver will have his/her service as a long-term substitute, up to a maximum of three months, counted towards completion of his/her probationary period.

SECTION IX, WORK SCHEDULES, CONTINUED

F. Shuttle

A shuttle is any trip that is under three hours and not posted as an extra run. The employer may assign shuttles to best utilize willing and available drivers. The District shall make every effort to rotate those runs by seniority among drivers who are available and who are at or near the departure point for the shuttle. At the beginning of each school year, the rotation shall begin with the most senior available drivers.

G. Extra Trips

Extra trips scheduled to depart between 3:30 and to and including 3:45 p.m. will be rotated among those drivers who are available at that time, starting with the most senior. "Available" means those drivers who have finished their regular p.m. runs and who are in the vicinity.

Part 2 – Assignment of Regular Runs

Assignment of regular runs will be made in such a manner to assure that pay received is in direct relation to seniority. i.e., persons with the most seniority will have the most hours and get the most money depending on whether they are regular drivers.

Part 3 – Assignment of Regular Drivers

The principle of maximum utilization of regular drivers will be followed in scheduling runs to assure a stable staff of experienced drivers by providing maximum pay in relation to experience and seniority.

Part 4 - Late and Kindergarten Runs

- A. These will be offered to drivers in order of seniority. If a driver turns down a late run, he/she may not later change his mind and bump a late run driver. However, he/she may fill a vacancy if one occurs. If unable to fill such late runs by volunteers, regular or part-time drivers will be assigned in reverse seniority. Assignment of eligible regular drivers is taken in rotation from a sign-up list of regular drivers who are available. If a driver on the list refuses an assignment three times in a month when his turn comes up, (s)he will be taken off the list for one month. This provision shall not apply if the Transportation Supervisor is notified in advance.
- B. The District will post lists annually, and whenever a change occurs, of the names of those who are available to substitute on late and KG runs. Additions and deletions from these lists will also be posted.

SECTION IX, WORK SCHEDULES, CONTINUED

Part 5 - Extra Runs

- A. These shall be broken into two groups, weekdays and weekends. Holidays will be included in the weekend group. At the start of the school year, all drivers will be given an opportunity to sign up for one or both groups. Drivers may take their name off or add it to either list at any time. Assignments will be rotated among those who have signed up giving all equal chance to drive. A driver already reaching 40 hours per week will not be given extra runs until other available drivers on the list have made 40 hours.
- B. Where a driver's total daily or weekly driving time would exceed state or federal limitations, a substitute driver may be assigned to an extra run. Substitute drivers may also be assigned extra runs when a regular driver is not available. Regular drivers will be used for all extra runs unless already assigned to a regular run. Availability means not having an assigned run or being able to be contacted by the Transportation Supervisor.

C. Reassignment of Extra Trips

If the driver of an extra trip becomes unavailable or there is a last-minute change in schedule for any reason, so that the Transportation Supervisor has two (2) hours or less to find another driver, or the Transportation Office is closed (after regular hours and on weekends and holidays) the Transportation Supervisor will use the applicable extra trip list by seniority to contact drivers for that trip. There will be no penalty for refusing such trips.

When the Transportation Supervisor has two (2) hours or more to find another driver, the applicable extra-trip wheel will be used to recruit the replacement driver. Any driver who refuses such a trip, or who cannot be reached, will rotate to the bottom of the wheel.

D. Cell phones

The District will have cell phones available for use on trips too distant for radio communication to the Transportation Office and when the Transportation Office is closed.

SECTION IX, WORK SCHEDULES, CONTINUED

E. Occasional Driver

The school district recognizes that regular drivers have the right to be given first opportunity to drive extra runs for approved athletic events and field trips. It also recognizes that for the reasons explained above, the District still wishes to take advantage of Section 156.3 of the New York State Education Commissioner's Regulations. Therefore, in order to maintain good employer/employee relations and to protect the present and future rights of both parties, the district agrees the use of occasional drivers shall be limited according to the following guidelines:

1. The school district shall follow the definitions and policies as they pertain to an occasional driver who is a certified teacher of the school district.
2. The occasional driver will only carry students in relationship to his/her approved curricular and co-curricular assignments and at those times when he/she is given other approved assistance to a student.
3. The district use of occasional drivers shall be limited to one vehicle for a particular activity at the same or nearby location on the same schedule.
4. The occasional driver will operate only seven or eight passenger vehicles.
5. The occasional driver will not receive additional compensation for driving.
6. The occasional driver will not be used to transport athletic teams to what would normally be considered regularly scheduled events that involve complete teams.

Part 6 – Assignment of All Runs

The employer may assign regular, late and extra runs to best utilize the experience and talents of individual employees so long as the seniority principle is maintained. Drivers who cannot or refuse to drive any type bus or route may forfeit seniority insofar as runs and pay is concerned.

SECTION IX, WORK SCHEDULES, CONTINUED

Part 7 - Rules for summer school assignments

- A. Regular runs will be offered to drivers in order of seniority. If a driver turns down a regular summer school run, he/she may not later change his mind and bump another driver. However, he/she may fill a vacancy if one occurs.

- B. All drivers, including drivers who do not have a regular summer school run, shall be eligible for the summer extra trip wheel. There shall be one rotation wheel for extra trips and one rotation wheel for substituting for an absent driver on a regular run. Drivers shall indicate their interest in extra and substitute work by signing a list, which will be posted during the first half of June each year.

Part 8 - Special Trips

Definitions - A Special Trip is an extra run with students for two or more days, involving an overnight stay outside the district.

Procedures:

1. The Transportation Supervisor shall post all Special Trips.
2. All interested regular drivers will sign up before the deadline. Regular drivers can be taken off their regular run to do Special Trips.
3. The trip will be assigned to the senior driver that signs up. If no regular drivers sign up, then the Transportation Supervisor may assign it to a substitute driver.
4. During each year, July 1 through June 30, a driver taking a Special Trip, will have his name moved to the bottom of the Seniority List for Special Trips.
5. All other conditions of Special Trips shall be in accordance with the negotiated agreement and the terms posted and determined by the Transportation Supervisor

SECTION X
BUS RESPONSIBILITIES

Part 1 - Drivers will be responsible for:

- A. Filling gas tanks as needed and not to allow the fuel supply to go below one-quarter (1/4) tank on regular assigned buses. Spares shall have tanks filled at the end of each usage.
- B. Keeping the inside of the bus, including windows and windshields clean. Floor will be swept and trash cans emptied at least once each day the bus is used. Spare buses will be cleaned each time they are returned to the garage.
- C. Keeping the outside and inside of the windshield and the rear view mirrors clean.
- D. Maintaining the daily run record.
- E. Reporting all vehicle deficiencies on the daily run record until they are corrected. Reporting deficiencies at once if they are a safety hazard or could cause additional damage to the bus. If no deficiencies, that shall be noted and run sheet marked "bus O.K." by driver and signed.
- F. Visual inspection of the bus before the first use of the day and after the last use of the day to include: According to the Pre-Trip Inspection List. The driver will sign a copy of the checklist.
- G. Operating the bus in accordance with posted speed and traffic signs and obeying speed limitations set by the employer if different from state posted limits.
- H. Being on the bus at all times when there are students on the bus except in emergencies.
- I. Drivers shall refuse to operate a bus which has defective safety devices or equipment. Drivers must also refuse to accept overloads that are in conflict with state mandated regulations.
- J. Drivers are expected to have a neat appearance.
- K. Drivers are responsible for notifying mechanics when windshield washers need fluid except for those located under the hood.

Part 2 - The employer shall be responsible for:

- A. All daily servicing of the buses (other than gassing) to include filling of windshield washer, radiators and adding oil.
- B. Exterior washing of buses as required to maintain a good appearance and keep windows clear.
- C. Providing a spare bus when unsafe conditions are reported on an assigned bus.
- D. Starting buses when in the opinion of the Mechanic Foreman, the temperature is so low that 15 minutes would not be sufficient time for the drivers to start and warm the buses.

SECTION XI

GRIEVANCE AND ARBITRATION PROCEDURE

Part 1 - Purpose

In order to continue a harmonious and cooperative relationship between the employer and the employees, it is the purpose of this section to provide for the settlement of differences between them. It provides procedures through which employees may present grievances free from coercion, interference, restraint, discrimination or reprisal. In the following stages, either party may request a meeting to provide better communication or new facts. It is expected grievances of all employees will be discussed verbally with the Transportation Supervisor and the Steward prior to a written grievance.

Part 2 - Procedure

- A. First Stage - The employee and/or the Steward shall make a written grievance to the Transportation Supervisor. The employee and/or the Steward will have twenty (20) working days [workdays for the drivers] from the time the grievant knew or should have known of the incident that is the alleged violation, to have the oral discussion and, if the matter is not resolved, to file a written grievance with the Transportation Supervisor.
- B. Second Stage - If not settled in stage 1, the grievance will be presented in writing within five (5) workdays of completion of stage 1, to the School Business Administrator by the Steward or the representative. The School Business Administrator shall respond within five (5) workdays.
- C. Third Stage - When the grievance has not been resolved in the second stage, the Steward or the representative has the right to request in writing within five (5) workdays, a review of the determination of the School Business Administrator by the Chittenango Central School Superintendent. The Superintendent shall respond within five (5) workdays.

During this stage, either party has the right to request an informal conference and the other party or his/her representative must grant it. Once the request has been made and properly delivered to the other party, the five-day time period shall be halted until such an informal conference takes place.

SECTION XI, GRIEVANCE AND ARBITRATION PROCEDURE, CONTINUED

D. Fourth Stage - If the grievance is not resolved to the satisfaction of the Union, it may be submitted for arbitration by written notice to the Board of Education within ten (10) workdays of the decision rendered in stage three.

1. Within fifteen (15) workdays of submission of written notice of arbitration, the Board of Education and the Union will agree upon a mutually acceptable arbitrator and will obtain a commitment to serve from him or her. If the parties are unable to agree upon or obtain an arbitrator who will agree to serve within 15 days, a request will be made by either party to the Public Employment Relations Board or another administrator for a list of arbitrators. If the parties do not agree on the administrator, the American Arbitration Association will be used. Both parties will be bound by the rules of the American Arbitration Association.
2. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days after the close of the hearing or submission of statements and proofs. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reason, reasoning and conclusions to the issues of both parties. The arbitrator shall not have power to add to, subtract from or modify any of the provisions of this agreement.
3. No decision of an arbitrator or of an employer in any grievance shall create the basis for retroactive adjustment in any other case.
4. The cost of the services of the arbitrator, including expenses, if any, shall be borne equally by the Board of Education and the Union.

The decision of the arbitrator shall be final and binding on all parties with no further appeal.

Part 3 - Failure to Act

Failure of the employer to answer within the time limits set forth above shall automatically move the grievance to the next state. However, the time limits may be extended by mutual agreement.

SECTION XII

WORK RULES

Part 1 - Changes of Work Rules

The employer agrees that new work rules or change in existing rules shall not become effective until they have been discussed with the Union and thereafter posted on the bulletin board for a period of five (5) consecutive workdays. Changes of routes shall not be misconstrued as changes in work rules.

Part 2 - Compliance

Employees shall comply with all existing rules that are not in conflict with this agreement. This shall include new work rules which are the subject of a grievance until such time as the grievance is resolved. Work rules will be uniformly applied and enforced.

SECTION XIII

PERSONNEL FILE/PERSONAL HISTORY FOLDER

Part 1 - Except for pre-employment correspondence, the only record of an employee shall be that employee's personnel file. Material in the file shall include, but not be limited to, performance evaluations and other documents which contain criticism or commendation of the employee's performance, salary notices, and records of insurance enrollment.

Part 2 - An employee will review any document which is to be placed in his/her personnel file, and shall affix his/her signature and the date and indicate approval or disapproval at the bottom of or on the last page of said material. The employee shall receive a copy of any such document, and such shall be noted on the original. Each employee shall have the right to submit a written answer to any such document within five (5) business days after the District transmits the employee's copy to him or her.

Part 3 - An employee shall be entitled to examine his or her personnel file. Such examinations shall be limited to the District's regular business hours, and in the presence of the Superintendent or his or her designee. The employee will be allowed to be accompanied to such a review by his/her designated union representative. The employee is required to sign an acknowledgment that he or she has reviewed the file; if the employee refuses to acknowledge the review, such refusal will be documented. The employee may make photocopies of documents in his or her personnel file. The District reserves the right to charge a per-page copying fee.

Part 4 - Nothing in this clause shall limit the Board of Education's right to review personnel records.

SECTION XIV

DISCIPLINE AND DISCHARGE

Part 1 - Disciplinary action shall consist of the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension (with or without pay)
- D. Discharge

Part 2

Disciplinary action will be taken only for failure to fulfill responsibilities as a driver. Any disciplinary or discharge action may be the cause of a grievance and be handled as outlined for grievance procedures.

SECTION XV

PERSONAL ILLNESS, SICK LEAVE BANK, ILLNESS OR DEATH IN FAMILY, PERSONAL LEAVE, AND HOLIDAYS

Part 1 - Personal Illness

- A. All regular employees shall be allowed the (10) days or twenty (20) half days per year for personal illness.

Drivers are encouraged to use sick leave in the shortest possible increments, such as a single a.m. or p.m. run, if that time is all that is necessary.

- B. These days are accumulative up to 220 days.
- C. A physician's certificate may be required for any personal illness in excess of three (3) consecutive days or frequent sickness.
- D. Sick Time Incentive

If a driver uses none or only one (1) sick day in a given school year, that driver will be eligible for one (1) unrestricted personal day during the following school year.

Part 2 - Sick Leave Bank

- A. A sick bank shall be established beginning in January 2001, and any unused sick days accumulated by an employee as of December 31, 2000 in excess of 220 days shall be contributed to the sick bank. In 2000-01 the District will contribute 45 days to the sick bank. This District contribution is for the 2000-01 school year only and will not be repeated in subsequent years.
- B. Additionally, employees can contribute to the sick bank by donating up to ten (10) accumulated personal sick days in any year to the sick bank. Overall, any employee's donation of his/her personal sick days to the bank is capped at a maximum of thirty (30) days. If a donating employee uses all of his/her remaining personal sick days, that employee may use the specific number of days he/she donated to the sick bank.

SECTION XV, LEAVES, CONTINUED

Part 2 - Sick Leave Bank, continued

- C. Membership in the sick bank: Any member of the bargaining unit shall be considered a member of the sick leave bank if he/she has a minimum of three continuous years of service as a regular driver [for definitions see Section IX, Part 1, paragraph "D"], and who has 30 or more days of accumulated sick leave at the end of the school year prior to the commencement of any serious illness for which he/she applies to use the sick bank.

- D. Application to draw days from the sick bank: The sick bank is to be used for an employee's serious, long-term illness only. The employee must apply in writing to the Sick Bank Committee for use of sick bank days. A doctor's statement will be required as part of the application. The employee must use all of his/her accumulated sick leave before drawing on the bank. The sick bank is not available for family illness.

- E. Administration of the sick bank: The School Business Administrator, the Transportation Supervisor, and the Union Steward shall be empowered to resolve all issues relating to the administration of the bank. In the event that the members of the committee do not agree on whether to grant an application to the sick bank, the Superintendent of Schools shall decide the issue.

At the end of each school year, the District will calculate the total number of days in the sick bank, and will make the information available to the Union.

- E. Use of the sick bank: An employee may draw on the sick bank using the following formula:

Number of Accumulated Sick Days at End of Previous School Year	Maximum Number of Days Which May be Drawn from the Bank
30	8
31 - 60	12
61 - 90	19
91 - 120	25
121 - 150	34
151 - 220	45

1. Regardless of the above maximum days, no employee can draw more than one-fourth of the days in the bank at the time he/she begins to draw days.
2. The employee who uses sick bank days will pay back the sick bank at a rate not to exceed 25% of the sick days accrued by that individual per year.
3. Employees who retire shall be entitled to donate any accumulated unused sick leave to the sick bank. The cap of 30 days per employee shall not apply to days donated upon retirement.

SECTION XV, LEAVES, CONTINUED

Part 3 - Illness or Death in Employee's Family

- A. Full-time employees will be allowed three (3) days of absence each school year for illness in the employee's immediate family without loss of pay. Such days do not accumulate.
- B. Each employee shall be granted up to three (3) days of leave with full pay for each death in the immediate family. Such leave shall not accumulate and shall be taken at time of the death or funeral.
- C. Immediate family for purposes of items 1 and 2, a and b, consists of: wife, husband, son, daughter, legal dependent, father, mother, brother, sister, guardian, father-in-law and mother-in-law.
- D. Employees shall be allowed three (3) days of absence each school year for deaths in the family other than those specified in paragraph C, above, without loss of pay. Such days do not accumulate.
- E. If an employee feels he/she needs additional time off due to a death or illness in the immediate family, up to twelve days are available. Such days so used shall be deducted from current or accumulated sick leave.

Part 4 - Personal Leave

- A. Regular employees shall be entitled to three (3) full personal leave days or six (6) half days each year. These days are not accumulative as personal leave days. Those days not used will be added to accumulated personal illness days, provided that they do not exceed 220 days.
- B. Each employee upon completion of his/her fifth year as of July 1, shall be entitled to use of one (1) of the above three (3) personal days without restriction (as defined in paragraph D. below.) However, employees must declare in writing, at least twenty-four hours in advance, when they are using a specific personal leave day as the personal leave day "without restriction".
- C. Request forms must be signed but no reason need to be given. Requests will be made twenty-four (24) hours in advance.
- D. Personal leave days shall not be used for recreation purposes, i.e., hunting, fishing, swimming, skiing or other employment or for extending vacation time.

SECTION XV, LEAVES, CONTINUED

Part 5 – Holidays

A. **Paid Holidays** (10; 11 in 2005 and thereafter):

New Year's Day	Veterans' Day
Martin Luther King Day (beginning in 2005)	Thanksgiving Day
Good Friday	Thanksgiving Holiday
Memorial Day	Christmas
Labor Day	Christmas Holiday
Columbus Day	

B. **Effect of Holidays for Students**

The District agrees that should any of the listed holidays not be considered a holiday for students, another day near the listed holiday will be designated by the Superintendent of Schools as the holiday.

C. **Paid Summer Holidays**

The District will provide two (2) paid holidays for those drivers who have accepted regular summer runs. Contracted occasional trip runs are excluded from this provision.

SECTION XVI

UNPAID DAYS OFF

Part 1 - Leaves of Absence

- A. Unpaid leaves up to 12 calendar months shall be granted for any reasonable purpose. Another job or following a spouse to another location will not be considered a reasonable purpose.
- B. Requests for leaves of absence will be made in writing to the Transportation Supervisor at least fifteen (15) workdays prior to the starting date except in cases of extreme emergency when as much notice as possible will be given.

Part 2 - Short Leaves of Absence

Days off without pay may be granted if sufficiently justified to the Transportation Supervisor, based on the availability of substitute drivers. Except in an emergency, drivers shall submit requests for unpaid days off at least thirty (30) days in advance.

SECTION XVI, UNPAID DAYS OFF, CONTINUED

Part 3 - Family and Medical Leave

A Eligibility

The provisions of the Family and Medical Leave Act shall apply to all members of the bargaining unit except long-term substitutes. Long-term substitutes become eligible for FMLA as soon as they are appointed by the Board of Education as a regular driver.

B Procedure

1. In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).
2. To be eligible for FMLA leave an employee must work as a regular driver for the Chittenango Central School District and be within the Bus Drivers' bargaining unit immediately preceding commencement of the leave. The employee must suffer from a serious health condition, or must have a family member, as defined in the statute, who has a serious health condition, or must have the need for a childbirth and/or parenting leave.
3. Employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the Chittenango Central School District Office.
4. An employee granted FMLA leave will continue to be covered under the Chittenango Central School District's group health insurance plan in effect, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.
5. When an employee requests FMLA leave, the District will first determine whether he/she is eligible. Then the District will look back to the preceding July 1; absences, if any, of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have other applicable paid leave credits (i.e. personal leave and family illness leave, if the absence is for family illness) may, at the employee's option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence. For leaves which extend longer than 12 weeks or are not covered by short-term disability, workers' compensation, personal leave pay, sick leave pay, sick bank pay, or other contractual provisions or policies, the employee will be allowed to continue to participate in the insurance plan in effect by paying the full monthly cost to the Business Office.
6. Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.

SECTION XVI, UNPAID DAYS OFF, CONTINUED

Part 4 - Child Care Leave

- A. Parenting leaves may be granted up to one (1) year. If the driver is pregnant, she shall notify the employer by the third month or as soon as possible thereafter. The District may require a doctor's certificate of continued fitness to work each month during the pregnancy. The driver must use personal sick leave days concurrent with her FMLA leave (see section above) during the period of sickness or disability due to pregnancy and/or childbirth or until her personal sick days and short-term disability benefits are exhausted. Once the employee submits a doctor's certificate that she is medically fit to work, or her sick days are exhausted, she will be placed on an unpaid child-rearing leave until she actually returns to work.

If the driver is the father or the child is adopted, or the leave is to care for a child with a serious illness, he/she may apply for an unpaid FMLA child-rearing leave.

- B. The intention of returning should be made in writing to the Superintendent of Schools sixty (60) days prior to the intended date of her return.
- C. The child care leave shall comply with Federal Equal Employment Opportunity Commission rulings; the Civil Rights Law of 1964, as amended; the New York State Executive Law; and the Federal Family and Medical Leave Act of 1993.

SECTION XVII

JURY DUTY

Part 1 - Employees called to jury duty shall receive regular pay from the school district. Compensation received from jury duty during the employee's participation on a jury panel shall be reimbursed to the school district minus expenses. This provision applies only when an employee is scheduled to be on school duty.

Part 2 - The driver shall come to work during jury service on any day he/she is not required to go to court at all; and when he/she is excused from court for the day in time to drive one or more of his/her assigned runs.

SECTION XVIII

MILITARY LEAVE

When an employee who is a member of the Reserve Forces of the United States or New York State is ordered to attend annual training camps, he/she will be paid the difference, if any, between what he/she would have received a military pay and what he/she would have earned had they been driving a bus.

SECTION XIX

RETIREMENT PLAN

During the term of this agreement, all employees will be eligible for membership in the New York State Employees Retirement System. Employees who are Tier I or Tier II members of the NYS Employees Retirement System shall, pending successful application of the district, be entitled to the benefits of the 75-I Plan.

SECTION XX

HEALTH AND DENTAL PLANS EYEGLASSES AND CLASS B LICENSE

Part 1 – Health Insurance

- A. All regular full-time and part-time drivers who are members of the bargaining unit shall be eligible for health and dental insurance coverage as of their first day of employment as a regular driver. There shall be no minimum workday or service requirement to qualify for insurance coverage.

- B. In 2001-2002 and thereafter, the insurance plans in effect shall be the New York State Teamsters Council Health and Hospital Supreme High Option benefits that include medical, hospitalization, prescription drug, dental, vision, and group legal. The District shall sign the standard Fund Participation agreement as prepared and presented by the Union.
 - 1. The District shall pay the following portions of the premium to the Fund for each of the 12 calendar months:

 - 2. The District shall contribute 90% of the individual premium and 90% of the 2-person and family premium. The District will deduct the employee's share from the employee's paycheck.

 - 3. Coverage for each enrolled employee shall begin the month the District first pays the premium and shall end on the first day of the month after the District stops paying the premium.

 - 4. Employees who are disabled shall have their full health insurance premiums paid by the District for a period of up to one year after three (3) months of disability.

- C. Cost Sharing for Health Insurance for Retirees

The District shall contribute to the payment of annual premiums as follows:

- 1. Retirees prior to 7/1/81 – 100% of premium for individuals and 60% for dependents
- 2. Retirees after 7/1/81 but before 6/30/2000 with 15 or more years of service – 95% of premium for individuals and 55% for dependents
- 3. Retirees after 7/1/2000 with 15 or more years of service – 95% of premium for individuals and 65% for dependents
- 4. Retirees after 7/1/81 with less than 15 years of service – 50% of premium for individuals and 35% for dependents

SECTION XX, HEALTH AND DENTAL PLANS, EYEGLASSES AND CLASS B LICENSE, CONTINUED

D. Disability Plan and NYS Disability Insurance

1. During the term of this agreement, the Employer obligates itself to pay one hundred (100%) percent of the cost of coverage for a 26-week Disability Insurance Plan, the maximum benefits of which shall be in accordance with New York State Law.
2. A driver who is enrolled in the health insurance plan at the time he/she becomes totally disabled, and who is on an approved, unpaid leave of absence, shall be eligible, after 3 months of such disability, for up to one (1) year of additional insurance coverage. The District shall pay 100% of the premiums during this period.

E. Opt-out provision:

1. Any employee who provides the District with reasonable documentation of dual coverage on another insurance plan can opt out of coverage during the open enrollment period of September 2001. No one will be allowed to opt out of health insurance thereafter. An employee who has opted out will be allowed to obtain health insurance coverage provided the employee can show that he/she has lost his current insurance coverage. The employee may be required to reimburse to the District the appropriate portion of the years' opt-out stipend when he/she enrolls in the Teamster Plan.
2. A driver who opts out will be paid \$500 for individual coverage, \$600 for 2-person coverage, or \$700 for family coverage, each year he/she opts out.
3. A driver who opted out of insurance under the 1997-2000 agreement must have taken the previous opt-out provision at least 24 months prior to the date the driver wishes to take the 2001 opt-out provision. All such employees will be deemed eligible for the new opt-out stipend even though they take it after September 2001, because the parties consider it a continuation of their old decision to opt out.
4. The District agrees that should the employee lose the "second" or "other" insurance coverage, he/she will be allowed back into the Chittenango Central School plan on the first of the month following the driver's notification to the Business Office. The employee shall reimburse the District a portion of the opt-out stipend equal to the portion of the year he/she is enrolled in the District's insurance plans.

F. Flex Plan

1. There shall be a Flex Plan available for regular drivers. . Drivers who opted out of the District's insurance plans in or before September 2001 remain eligible to participate in the Flex Plan.
2. The plan year is October 1 through September 30.
3. The District shall contribute \$300 per driver per year to the Flex Plan. Unused contributions from the District will roll over in the Flex Plan account for a second year; the maximum amount of money contributed by the District shall be the current year's contribution plus that for the immediately preceding year (\$600).

SECTION XX, HEALTH AND DENTAL PLANS, EYEGLASSES AND CLASS B LICENSE, CONTINUED

Part 2 - Term Life Insurance

- A. The District will provide term life insurance for all regular drivers.
- B. Insurance shall be at a face value of one times each driver's 2003-2004 salary rounded up to the next one thousand dollars (\$1,000). The District will pay the entire premium.
- C. The District will also pay the entire premium for accidental death and dismemberment as part of this term policy.

Part 3 - Eye Glasses Repair/Replacement

The District agrees to repair or replace eyeglasses that are broken in the line of official work for the District.

Part 4 - Class B License

The District will pay the cost of the driver's Class B license.

SECTION XXI

SAFETY

Part 1 - General

The employer shall provide safe equipment and safety accessories for all runs.

Part 2 - Safety Committee

A joint safety committee consisting of two employees designated by the Union and two members designated by the employer from his staff shall be established. Its function shall be to promote safety, review safety complaints from both the employer and employee and take or recommend corrective action on all safety matters relating to school bus operations.

The committee shall meet at least each month during the school year. Special meetings may be called for by either side.

Unsafe conditions which are beyond capabilities or jurisdiction of the employer to correct will be reported to the Superintendent for action and follow-up with outside agencies.

Part 3 - Training

The employer shall have the right and responsibility to conduct state mandated safety training courses as well as safety courses or lectures of his own design. Safety training will be conducted during the workday and during normal work hours whenever possible but not necessarily limited to these hours. Such training shall be scheduled prior to September, if held at times other than regular driving days or Superintendent's Conference Days. Normal meetings and training will be made known ten (10) days ahead of time except for emergencies.

SECTION XXI, SAFETY, CONTINUED

In the event that the student calendar is changed so a student vacation day is rescheduled to take the place of a regular school day, the District agrees to conduct three hours of in-service training. Drivers will be paid and expected to attend. The District will post this change as soon as possible after the Board of Education has agreed to this calendar change.

Part 4 - Bus Monitors

Upon the determination of the Director of Pupil Personnel Services and with the approval of the Board of Education, a bus monitor will be assigned to those bus routes where there are significant numbers of children with handicapping conditions, or in those situations where the handicapping condition of a particular student(s) warrant(s) more individual attention.

Part 5 – Safety Award

There shall be a safe driving award of \$250.00 per driver, payable at the end of each school year. To qualify, a driver must have had no chargeable accidents and no damage to any bus he/she drives (while driving it). The sole exception to this standard is damage for which the driver is entirely not at fault.

SECTION XXII

ENTIRE AGREEMENT

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this agreement. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this agreement or not, nor will negotiations be reopened on the impact of any permissible management practice, during the life of this agreement.

SECTION XXIII

TAYLOR LAW STATEMENT

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION XXIV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2003 and shall continue in full force and effect through June 30, 2006 except as otherwise herein provided in this Agreement. During the ensuing contract year, this Agreement may be modified or amended only by written agreement of the parties.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue. In the event that any provision of this Agreement is found contrary to law, such provision shall be reopened for negotiation in order to amend this Agreement in compliance with the law.

IN WITNESS WHEREOF, the parties have hereunto affixed their names and seals this 8TH day of March 2004

FOR THE UNION:

FOR THE DISTRICT:

By:

Michael D. May
Negotiator

By:

Thomas E. Marjanski
Superintendent of Schools

By:

Sandra J. Ryan

By:

Fredy L. French

By:

APPENDIX A

SALARY RATE SCHEDULES

Part 1 – Salary Rates

Wages will increase by the following amounts:

2003-04	3.95%
2004-05	3.75%
2005-06	3.5%

<u>Hourly Rate Level</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
I	\$16.28	\$16.89	\$17.48
II	\$19.06	\$19.78	\$20.47

A listing of drivers according to category shall be kept in the Business Office.

All drivers with a probationary appointment shall be paid at the Level I rate.

All long-term substitute drivers, as defined in Section IX, Part 1.E, shall be paid at the Level I rate.

Drivers with a permanent appointment shall be paid at the Level II rate.

Overtime shall be paid for clock hours in excess of eight (8) hours per day.

Part 2 - Stipend Payment

<u>Year of Hire</u>	<u>Annual Amount</u>
1974-75	\$450
1973-74	550
1972-73	650
1971-72	750
1970-71	900
1969-70	1,000
1968-69	1,110
1967-68 (or before)	1,200

APPENDIX A, SALARY RATE SCHEDULES: STIPEND PAYMENTS, CONTINUED

The annual amount of the stipend will be paid to those eligible on the following pro-rated basis:

- Employees who work 800 hours will receive 100% of stipend.
- Employees who work 720 hours will receive 90% of stipend.
- Employees who work 640 hours will receive 80% of stipend.
- Employees who work 560 hours will receive 70% of stipend.
- Employees who work 480 hours will receive 60% of stipend.
- Employees who work 400 hours will receive 50% of stipend.
- Employees who work 320 hours will receive 40% of stipend.
- Employees who work 240 hours will receive 30% of stipend.
- Employees who work 160 hours will receive 20% of stipend.
- Employees who work 80 hours will receive 10% of stipend.

Bi-Weekly Pay Calculation

Hourly worked x hourly rate + 1/20 of stipend if eligible for any.

The annual amount of the stipend will remain the same each year for those eligible employees who were employed from the school 1967-68 through 1974-75. (i.e. an employee who was hired during the 1971-72 school year will be eligible for an annual stipend of \$750 based upon hours worked during the duration of this agreement).

Part 3. Longevity Payments

Regular employees will receive \$300 on their fifth anniversary and every year thereafter; an additional \$100 (total \$400) on their tenth anniversary and every year thereafter; an additional \$100 (total \$500) on their fifteenth anniversary and every year thereafter; an additional \$100 (total \$600) on their twentieth anniversary and every year thereafter; an additional \$100 (total \$700) on their twenty-fifth anniversary; an additional \$100 (total \$800) on their thirtieth anniversary; an additional \$100 (total of \$900) on their thirty-fifth anniversary and every year thereafter.

APPENDIX B COMPUTATION OF SALARY

Part 1 - Regular Runs

Paid at clock time which will start fifteen (15) minutes before the driver's scheduled departure time and including gassing, record keeping, clean up, instruction and driving and waiting time.

All regular runs will have one-hour minimum.

Part 2 - Late Runs

Scheduled late buses in and out of the district will be for the actual time run but with a one (1) hour minimum. If pick-up time is moved back during the day, drivers will still be paid for the original punch time.

Drivers of 5:30 p.m. late runs may punch in 30 minutes prior to run instead of 15 minutes on days runs actually take place. If run is canceled, the 15 minute early punch time is in effect.

Part 3 - Extra Runs

- A. Pay will be at the driver's regular rate for all driving and waiting time.
- B. Under no circumstances will a driver receive less than three hours regular driving pay regardless of length of run or cancellations.
- C. All time required to remain on the bus for safety or security will be paid at the driver's regular rate.
- D. Starting time for Saturday or holiday runs will be required to be at the school plus thirty (30) minutes for bus preparation and warm up.
- E. If an extra run is canceled, a driver may take the three-hour minimum pay or request the next available extra run. When the cancellation is weather related, then the driver will have the option of \$40 in compensation or the next available extra run.
- F. Even if a run is canceled after the driver has punched in, he/she will receive the option of the three hours minimum pay or the next available trip. The driver's punch time will not be canceled if he/she takes the next available trip.
- G. Split Runs
 - 1. A split run is where a driver is directed to return to the bus garage between the delivery of passengers to a location and return trip for pick-up. This type of extra trip will be compensated at a minimum of either four (4) hours of regular driving pay or the actual number of "waiting hours" for the return trip, whichever is less.
 - 2. Extra trips more than a 35-mile radius from the Chittenango bus garage shall no longer be split, that is, the driver stays at the destination until the event is over, and will be paid his/her regular rate during driving and waiting time.

Part 4 - Substitute Driving

Regular drivers called on to substitute will be paid at their normal rates. Substitutes will not be used when regular drivers are available for extra runs.

Part 5 - Meal Allowances

Up to \$7.00 will be allowed for reimbursement for breakfast and lunch, and \$10.00 for dinner while on field trips or athletic events. Meals will be reimbursed when the driver is assigned throughout a meal period which is defined as breakfast when the run leaves before 6:00 a.m.; lunch - 11:00 a.m. through 1:00 p.m.; dinner 5:00 through 7:00 p.m. Vouchers and receipts will be submitted for any reimbursement for meals.

Part 6 - Annual Work Days and Paid Days

Drivers will be paid for workdays plus the following:

- A. Approved absences.
- B. If school is canceled due to weather or another emergency, drivers will be paid one-half of their average daily hours.
- C. Regular runs and late runs that are canceled during that day once school begins.
- D. Paid Holidays

For the list of Holidays, see Section XV, Part 5.

- E. Paid training time for Superintendent's Conference Days and drivers' safety and training time. See Section XXI, Part 3.
- F. Drivers who have regular runs outside of the district and are required to work more hours than in- district drivers will be paid for that time.
- G. Computation of salary for holiday, sick, family or personal leave time: drivers shall be paid according to their average daily hours.
- H. Computation of salary for all temporary runs, drivers on a three day a week basis shall be paid holiday, sick, family or personal leave time according to the average daily hours.
- I. Paid Summer Holidays

See Section XV, Part 5.

- J. Summer Pay (the following elements will be paid (see Section IX, Part 7; and Section XV, Part 5.B; and above explanations)
 - 1. Clock time
 - 2. Approved absences
 - 3. Inclement weather time
 - 4. Holidays
 - 5. Training time

Part 7 - Retirement/Disability/Death Benefit

Employees who have completed ten or more consecutive years in the school district are eligible for a benefit at the time of retirement, disability or death amounting to 25% of their present salary. This will be paid within sixty days of official termination of employment to him/her or in the case of death, to his/her recognized beneficiary.

Retirement is defined as officially retiring and eligible to draw benefits immediately under the New York State Employees' Retirement System and/or Social Security System.

Disability causing the employee to leave the job will also be determined by either of the above systems and he/she would be eligible for such benefits immediately.

Persons resigning from the District and vesting such rights are not eligible.

The present salary shall include regular estimated annual salary plus dividends.

**CHITTENANGO CENTRAL SCHOOL DISTRICT
AND
SCHOOL BUS DRIVERS' UNION, TEAMSTERS LOCAL 317**

LETTER OF AGREEMENT

November 27, 2000

PROCEDURE FOR SEPARATION FROM EMPLOYMENT

1. An employee who intends to resign from his/her employment shall do so in writing, and shall include in that letter the date on which the resignation is to take effect.
2. The Board of Education shall consider the resignation at its next regular meeting.
3. The employee's paychecks shall continue until all hours worked through the effective date of resignation have been cashed out. There is a lag of up to three weeks between completion of a workweek and the pay date for that work.
4. If a retirement stipend is to be paid, it is disbursed by separate check in the next available pay cycle following the effective date of the employee's retirement.

A G R E E D

For the District:

Thomas E. Mangelski

Date signed:

3/8/04

For the Union:

Sandra J. Ryan

Date signed:

3-08-04

