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Contract Database Metadata Elements

Title: **Fulton City School District and Fulton City School District Bus Drivers and Bus Attendants Association (FCSDBDABAA) (2005)**

Employer Name: **Fulton City School District**

Union: **Fulton City School District Bus Drivers and Bus Attendants Association (FCSDBDABAA)**

Local:

Effective Date: **07/01/05**

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BUS/5074

Agreement

between

Fulton City School District

and the

*Fulton City School District
Bus Drivers and
Bus Attendants Association
(FCSDBDABA)*

RECEIVED

DEC 19 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



July 1, 2005 – June 30, 2008

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2005-06 Through 2007-08

**Fulton City School District Bus Driver
and Bus Attendants
(special education)**

ARTICLE 1

Recognition

The Fulton City School District recognizes the Fulton City School District Bus Drivers and Bus Attendants Association (FCSDBDABAA), here after referred to as the Association as the bargaining agent of bus drivers and bus attendants (Special Education) for the purpose of collective negotiations and the administration of grievances and disputes arising there under. The bargaining unit shall consist of all employees working twenty (20) or more hours per week on a regular scheduled basis.

ARTICLE 2

Association Rights

The Association agrees that there shall be no discrimination, interference, restraint, or coercion by the Association or any of its agents against any management official because of his/her lawful activities in regard to the management of the District.

The Association shall have the sole right to represent employees as the defined bargaining unit in any and all proceedings under the Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement to designate its own representatives and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs, to determine those matters which the membership wishes to negotiate and pursue these objectives free from any interference, restraint, discrimination, or coercion by the school. The above rights of the Association are not all-inclusive, but indicate the type of matters on rights that belong to or are inherent to the bargaining unit or agent. The Association shall have the sole right to pursue any matter or issue in accordance with the Grievance and Arbitration Procedure of this Agreement, to pursue any matter or issue to any court of competent jurisdiction, and acting through its membership and officers, be the sole judge therefore, unless it is expressly and specifically abridged, delegated or modified by this Agreement.

The Association shall have the right to post notices and other communications on a bulletin board at a central point where unit employees congregate.

The Association shall have the right to use school facilities for meetings as long as they apply through the established channels, and permission is granted by the District.

ARTICLE 3

Payroll Deduction

The District shall establish for the unit employees a payroll deduction plan for withholding specific amounts of money for savings for each pay period. Selection of deductions will be made by unit employees only in November and March of each school year. The amount of deductions shall be in even dollar figures.

Members of the bargaining unit shall also be permitted to enroll in the credit union approved by the District in accordance with the same criteria set forth above.

Tax-Sheltered Annuities

The District agrees to provide for payroll deductions for tax-sheltered annuities from the following companies. Any company enrolling bargaining unit members may be added to the list if it replaces a non-active company. Bargaining unit members shall be provided the opportunity for payroll deductions for tax-sheltered annuities from two (2) companies.

1. American Century
2. American Funds
3. Confidential Planning
4. Equitable
5. Fidelity Investments
6. IDS Life Company
7. ING
8. Legend Employee Benefits
9. MetLife
10. Metropolitan Life Insurance Company
11. Nationwide Life
12. Northwestern Mutual
13. Oppenheimer Funds
14. Prudential
15. Putnam Retirement

Employees may sign up for, or change deductions at any time. Changes and or new enrollments must be submitted to the business office no later than the 15th of the month In order to be effective the first of the following month.

ARTICLE 4

Grievance and Arbitration Procedure

A grievance shall be defined as a claim that the School District violated an express term of this agreement. A grievance may be raised by the Association or by an employee within the bargaining unit covered by this Agreement.

If a written copy of the grievance was not served on the District within one week of the act, occurrence or event giving rise to the grievance, or if the grievance was not submitted in writing to the Public Employment Relations Board within 90 calendar days after the date of the Step 2 service of the written grievance, the grievance will be deemed waived and there shall be no right to arbitration. The time limits set forth in this section may be extended only upon the written consent of both parties. Once raised, the grievance will be resolved by the following procedures:

- Step 1** The grievance shall be first orally discussed between the grievant and the grievant's immediate supervisor.
- Step 2** A grievance that is not resolved in Step 1 shall be submitted in writing to the Superintendent of Schools or his/her designee. The written grievance must be signed by the grievant and set forth the specific contractual claim being made together with a statement of the facts surrounding the grievance and the remedy sought. Within ten (10) working days after submission of the written grievance, there shall be a meeting between up to four representatives designated by the Superintendent and up to four representatives designated by the Association. The Superintendent shall give a written answer within ten (10) working days of the meeting.
- Step 3** If the grievance remains unresolved after the Step 2 answer, the Association may appeal the grievance in writing to the Board of Education within ten (10) working days after receipt of the Step 2 answer. The Board shall render a final decision in writing within twenty (20) working days after receiving the appeal with, or without, a hearing as it may deem advisable.
- Step 4** If the grievance remains unresolved after the Step 3 decision and if the grievance involves an alleged violation by the District of an express provision of this agreement, the Association may submit the grievance in writing to the Public Employment Relations Board (copy to the Superintendent) for arbitration of the grievance in accordance with its Voluntary Labor Arbitration Rules. The decision of the Arbitrator shall be final and binding upon both parties to this Agreement. The fees and expenses of the arbitrator shall be shared equally by the District and the Association.

The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement; nor to render any decision which conflicts

with a law, regulation, directive or other obligation binding upon the District; nor to imply any obligation which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to the service of the Step 2 written grievance upon the District. In making his award, the Arbitrator shall bear in mind that both the District and the Association recognize that their paramount obligation is to the welfare of the school children.

ARTICLE 5

Retirement System

1. All employees shall be enrolled in the New York State Employees' Retirement System (NYSERS). All eligible employees shall be enrolled in the New Careerplan 75i. In addition, eligible employees shall be provided with the Unused Sick Leave (41-5) and the Guaranteed Minimum Death Benefit (60-b) options.
2. The address of the New York State Employees' Retirement System B:

New York State Employees' Retirement System
Gov. Smith State Office Building
Albany, New York 12244
Phone – 518-474-7736

3. The following is provided as an informal summary of terms and benefits of the retirement provisions:

75i refers to total description of NYSERS Tier I & II

i.e.: Tier I (employees hired prior to June 30, 1973)

Tier II (employees hired prior to July 1, 1976)

Article 14 – refers to Tier III (NYSERS) Coverage - (Employees hired between July 1, 1976 - Aug. 31, 1983)

Article 15 – refers to Tier IV (NYSERS) Coverage - (Employees hired from Sept. 1, 1983)

Section 41-J – refers to all Tiers I, II, III, and IV, and describes coverage as –Allowance for Unused Unpaid Sick Leave.

This is a given for Tiers I and II - And must be purchased for Tiers III and IV.

This allows for credit for up to 165 days (5 months and 15 days) to be added to employees amount of service for pension purposes. This credit cannot be used to acquire

vesting. Any sick days paid for at retirement cannot be used under Section 41-J.

Section 60-B –refers to Tier I and II – describing their ordinary Death Benefit Provision – (which is generally 1 month salary x number of years of service).

Ordinary Death Benefits for Tier III and IV are described under Articles 14 and 15 respectively.

Examples:

Death Benefit:

Tier III = 1 year's salary if greater than 1 year's service
2 year's salary if greater than 2 year's service
3 year's salary if greater than 3 year's service

Tier IV = The above or 1 month's salary x years of service – whichever is greater.

ARTICLE 6

Jury Duty

Unit members, while serving on jury duty, will be reimbursed at the rate of the difference between the new daily rate for the employee concerned and the amount paid by the county for such services.

ARTICLE 7

Sick Leave

Unit members shall be eligible for ten (10) sick leave days per year. Unused sick leave may be accumulated to 270 days.

If an employee is unable to work by reason of injuries sustained in an accident and the District is reimbursed by Workers' Compensation, the employees' sick days will be reimbursed by the amount received from Workers' Compensation divided by his/her daily rate of pay.

ARTICLE 8

Personal Leave

Bargaining unit members shall be entitled to three (3) personal leave days per year. Unused personal days shall be added to sick days. This is not to increase the established sick leave accumulation. Personal leave cannot be added to vacation time.

Prior permission, when possible, must be granted in order for the employee to be absent with pay.

ARTICLE 9

Bereavement Leave

All employees shall be eligible for up to three (3) paid days per occurrence due to the death in the immediate family. Immediate family is defined as parent, child, spouse, brother, or sister.

An annual allotment of up to two (2) days per year will be available for the death of in-laws.

Where there is an exceptional distance to travel for the funeral, the supervisor may grant additional days to be taken from an employee's accumulated sick leave.

One day may be taken out of the annual allotment for close friends or other relatives.

ARTICLE 10

Seniority

Seniority shall mean the length of continuous employment within the bus drivers and attendants unit. A probationary employee shall have no seniority until he/she satisfactorily completes the probationary period, when, at that time, probationary period will be added to his/her total length of continuous employment. When two or more employees have the same seniority date then seniority shall be based on alphabetic order of last name.

For extra assignment purposes (those runs which are not a part of the regular runs) a rotating list shall be used by the district based on seniority. When a person accepts such a run, their name will in effect go to the bottom of the list. A refusal will be treated the same as an acceptance. The inability to establish contact with an employee will not result in a lost turn (i.e. they will maintain their place on the list). The

application of such a rotating list does not obligate the district to take a regular driver off their regular run to fulfill this rotation requirement.

The seniority wheel shall be kept up to date by the Transportation Office and posted on the bulletin board in the drivers' lounge or other common meeting area. Dates accepted or refused to be marked accordingly.

The assignments of drivers to regular runs shall be made at the beginning of each school year. Such assignments shall be made on the basis of seniority and the district review of a number of factors such as, but not limited to, past performance, projected characteristics of the routes, and scheduling. Changes will be discussed with each driver, but the final decision will rest with the district.

ARTICLE 11

Emergency Closing and Snow Days

Drivers will be eligible for four (4) paid emergency closing or snow days per school year. Such days will be on the first declared snow day of each school year. On this day, in the event the driver has left for work or actually started his/her run and an emergency closing or snow day is declared, he/she shall be eligible for no more than a regular day's pay.

ARTICLE 12

Health Insurance

A new employee shall be insured on the first day of the month following the month in which he/she was employed.

Any employee, except a new employee, who wants to join any of the health groups, must do so in the groups' reopening dates which are January 1 and July 1. Dependents may be added only on these dates.

The Insurance benefits structure provided employees as of June 30, 2000 shall be continued for the duration of this agreement. In the event equal or better benefits can be provided through an alternate provider, the District may make such unilateral change.

In the event other employee groups In the District agree to change the benefits structure of the health benefits plan currently In effect, the Bus Drivers and Attendants agree to make the same change In the plan covered by this agreement.

For the school years 2005-06, 2006-07, and 2007-08 the Board of Education will pay 90% of the cost of the Insurance plan benefits, In effect on June 30, 2000. The employee will pay 10% of these premium costs.

The liability of the District shall be limited to those employees who actually enroll in the plan.

Dental Insurance

The District shall contribute \$616.00 per year for each participating unit member, U.C.R. Dental program coverage, Including orthodontia rider. The program shall be administered as in previous years, but in no event shall the District's liability exceed \$616.00 per member.

Disability Insurance

The parties agree to institute effective January 1, 1994, the New York State Disability Insurance Plan or its equal. Employees will contribute toward payment of premiums an amount up to the allowed chargeable rate.

ARTICLE 13

Management Rights

The District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be rendered, and the methods and the means used in operating its business and service, and the control of the buildings, real estate, materials and all equipment which may be used in operating its business and services or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operation, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of its departments and to determine the starting and quitting time and the number of hours to be worked; subject to such regulations governing the exercise of these rights as are expressly provided by law.

The above rights of the District are not all-inclusive, but indicate the type of matters or rights that belong to or are inherent to the Employer.

Any and all rights, powers and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 14

Leave of Absence Without Pay

Upon request, and subject to the sole discretion of the Board of Education, and employee may be granted a leave of absence for no less than six (6) months and no more than one (1) year. Any leave taken for the purpose of pursuing other employment shall cause the person to lose all seniority rights on return.

ARTICLE 15

Maternity Leave

Upon presentation of a doctor's certificate and written request to the Superintendent (copy to be sent to the immediate supervisor), a leave of absence without pay will be granted to female employees for maternity leave reason. Such application for maternity leave of absence shall be made at least three (3) months, or ninety (90) calendar days, before the expected birth of the child. While on the maternity leave, the employee may utilize accumulated sick leave. A doctor's certificate stipulating to the disability shall be required stating the reason and period of time.

ARTICLE 16

Bulletin Boards

A bulletin board for posting of all notices shall be installed in a location where bus drivers and bus attendants congregate. Materials posted and their appropriations shall be mutually agreed upon.

ARTICLE 17

Job Security

The District agrees that all regular full-time employees, other than probationary employees, shall receive the full protection of Section 75 of the Civil Service Law as it is applicable to discharge, suspension or fine.

Any employee shall be on probation for the first six (6) months of his/her employment.

ARTICLE 18

Printing and Distribution of Contracts

A copy of the Agreement will be printed and distributed by the District not later than two (2) calendar months following the date of execution by the parties. Changes and corrections shall be reviewed by both parties prior to printing and distribution.

ARTICLE 19

Legality of Agreement

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a 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 full force and effect.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment of this Agreement.

ARTICLE 20

Overtime Pay

Unit members shall be eligible to receive premium pay of time and one-half times (1 1/2) the normal hourly rate of pay for all hours worked in excess of forty (40) per scheduled work week.

ARTICLE 21

Perfect Attendance Bonus

Unit employees are encouraged to demonstrate good attendance. Therefore, in the event of perfect attendance, the following bonus payments will be applied. Only absences resulting from bereavement, military duty and jury duty are excluded.

Effective July 1, 2005:

September through January..... \$250.
February through June..... \$250.

An employee must be on the payroll and working during the entire five- month period to be eligible. In the event the District does not schedule a driver for a specific individual day, such driver would not be disqualified for eligibility. In the event the driver makes the decision not to be scheduled, such driver would be disqualified for attendance bonus eligibility.

ARTICLE 22

Labor Management Meetings

The District agrees to form a Labor-Management Committee, which shall meet on a bimonthly basis during the school year, date to be set by mutual agreement, for the purpose of providing communication, discussion, and resolution of problems between the employees and the employer. These sessions are not to be bargaining sessions. Representatives will be limited to three (3) representatives of the employees and three (3) representatives of the employer. There will be no specific agenda.

ARTICLE 23

Management Rights Compliance with the Laws of 1969

Agreements between public employer and employee organizations:

1. Any written agreement between a public employer and employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE 24

HOLIDAYS

There will be seven (7) holidays with pay during the school year 2005-06. They will be Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Presidents' Day, Good Friday and Memorial Day.

In the 2006-07 school year the day after Thanksgiving shall be added for a total of eight (8) holidays and In the 2007-08 school year Veterans' Day shall be added for a total of nine (9) holidays.

An employee must be on the payroll and working both before and after each holiday to receive that day's pay. The rate of pay shall be the normal rate of pay per hour of that employee times the normal number of hours per day that employee works.

Article 25

Inspection of Buses

Fifteen (15) minutes shall be allotted for the Inspection of a bus or van prior to each designated run. Inspection checkpoints shall be consistent with New York State regulation as outlined In 17 NYCRR 721.

For the purposes of each designated run, It Is understood this does not apply to a situation where the driver returns fro a designated run and Is Immediately requested to meet a specific transportation need.

In the event the bus has an attendant who Is a licensed driver, the driver and attendant shall share on an equitable basis the Inspection responsibilities.

In the event a driver Is required to drive a different bus than the one the driver started the day with, a required Inspection as outlined above shall be performed.

ARTICLE 26

On Call Duty

A driver who Is required to be available during the day for unscheduled and/or emergency assignment shall be eligible to receive one (1) hour of pay If such driver Is not called In. A driver assigned to on call duty does not receive this one-hour payment on days the driver Is called In. Further, If such driver assigned to on call duty experiences an unforeseen emergency and Is not available or cannot be reached by the district when called, he/she shall not be eligible for such payment. Drivers must assure the District has current and accurate contact Information.

Article 27

Cancelled Special Weekend Runs
And
Cancelled Regular Runs

If a driver is scheduled to a special weekend run outside of the normal weekday work schedule, reports to work and while at the student pick up site learns that the student is not requiring transportation or the special run is cancelled, such driver shall be eligible for two (2) hours reporting pay. It is understood this provision applies only to special cancelled runs and does not apply if the driver is notified prior to leaving home.

In the event a driver's regular run(s) is cancelled and the driver is not assigned other work on that day, the driver may elect to use a paid personal day so as to not lose pay for that day. The personal day may be used in increments of no less than one half of the driver's normal full day pay. It is understood that use of the personal day in this instance shall not cause the driver/attendant to relinquish eligibility for the perfect attendance bonus.

ARTICLE 28

Wages: 2005-06, 2006-07, 2007-08

	<u>Probationary</u> <u>(Hiring)</u>	<u>Regular Rate</u> <u>(after 6 months)</u>
Bus Drivers:		
2005-06	\$11.00	\$ 11.75
2006-07	\$11.30	\$ 12.05
2007-08	\$11.60	\$ 12.35
Bus Attendants:		
2005-06	\$ 8.00	
2006-07	\$ 8.25	
2007-08	\$ 8.50	

WAGE ADJUSTMENTS

The following wage adjustments will be implemented for employees on the payroll on the day prior to the date of implementation:

July 1, 2005 - 3.2%
July 1, 2006 - 2.8%
July 1, 2007 - 2.8%

LONGEVITY SCHEDULE

<u>YEARS OF SERVICE:</u>		<u>RATE:</u>
Beginning with	10 - 14	\$ 350.
Beginning with	15 - 19	550.
Beginning with	20 +	850.
	Non-cumulative	

ARTICLE 29

Health Insurance Credit for Retirees

Employees who retire from service in the Fulton Consolidated School District, and who are members of the District Health Insurance Plan, may have their accumulated sick leave converted to a credit that will be applied, until it is exhausted, to the retired employee's share of the cost of carrying the health insurance after retirement. After the credit is depleted, the retired employee may continue to carry the health insurance making the appropriate payment to the District.

Conversion of the accumulated sick leave may be according to the following formula:

$$\frac{\text{Days of accumulated sick hours}}{200 \text{ days}} \times \text{Contract Salary}$$

Final year of employment equals credit to be established for insurance purposes.

A retired employee who, for whatever reason, ceases to be a member of the health insurance plan, will forfeit any unused portion of the credit established by the formula.

Example of Health Insurance Credit for Retiree:

Cost of individual premium = \$300.*
100 days of sick leave accumulation
Salary \$10,000.
 $\frac{100}{200} \times \$10,000 = \$5,000$. total health insurance credit for retiree.

District share = \$300.
\$4,700. remaining health insurance credit for retiree of subsequent years.

* Illustrative purposes only.

Cash Option Benefit

Any employee with at least ten (10) years of experience in the Fulton City School District and eligible for retirement under the New York State Employees Retirement System during the term of this agreement, regardless of age, shall be eligible for this cash option.

Cash Option - Payment - Acceptance

Any person who is retiring must notify the district in writing at least sixty (60) calendar days in advance in order to be eligible. Upon such notification between July 1 and June 30, such employee may receive this payment as a part of his/her salary over the remaining pay dates, should the employee desire to do so. However, the employee may also choose to have a lump sum payment on the day of retirement. Once the retirement is acted upon and payments commence, it may not be rescinded.

ARTICLE 30

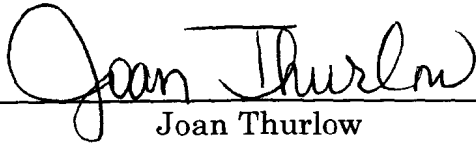
Contract Duration

July 1, 2005 through June 30, 2008

Contract Signatures and Certifications

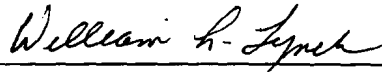
1. The foregoing constitutes the entire Agreement between the Fulton School District and the Fulton School District Bus Drivers and Bus Attendants Association for July 1, 2005 through June 30, 2008.
2. The dates and signatures are as follows:

**For Bus Drivers/Bus Attendants
(Special Education)**

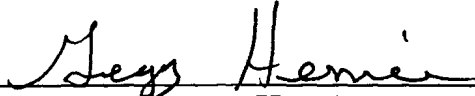


Joan Thurlow
Representative

For the Fulton City School District



William R. Lynch
Superintendent of Schools



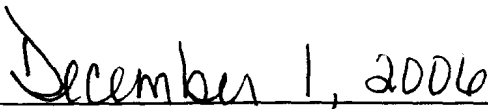
Gregory Henrie,
Representative



Date



Susan Hinman
Representative



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Fulton City School District (hereinafter "District") and the Fulton City School District Bus Drivers and Bus Attendants Association (hereinafter "Association").

Due to particular circumstances and need of the District and Association, the parties agree to establish the classification of Special Assignment Bus Driver. The rate of pay for this classification shall be: \$9.00 per hour effective July 1, 2005, \$9.00 per hour effective July 1, 2006, and \$9.00 per hour effective July 1, 2007.

After thorough and extensive discussions between the District and Association, agreement has been reached to assign Frank Castiglia to this position effective March 1, 2004. It is understood that Mr. Castiglia is in agreement with this assignment, and was not in any way coerced or required to accept this assignment. Further, it is understood that Mr. Castiglia must maintain his bus driving certification consistent with New York State Regulations and applicable District policies.

The parties further agree that this Memorandum of Understanding does not, and will not be used by either party to establish precedent, and is without prejudice. Further, this agreement shall not apply or be enforceable upon, or with, any other employee.

This agreement shall remain in effect from March 1, 2004 through June 30, 2008 and shall only be modified or revised as agreed by all parties who have affixed their signature herein below or as may be modified in collective bargaining.

For The Association:

Frank Castiglia
Jean Thurlow
Gregg Henric
Susan Henric

For The District:

Thomas Chen Director of Personnel
12/1/06
Jay Hy Mgr of Transportation
