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Union: **Horseheads Bus Mechanics Association**

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MEC/5309

AGREEMENT

between

Horseheads Central School District

and

BUS MECHANICS' ASSOCIATION

7/1 – 6/30
2005-2009

HORSEHEADS CENTRAL SCHOOL DISTRICT
HORSEHEADS, NEW YORK

RECEIVED 6/20/06

PREAMBLE

This agreement is entered into this first day of July **2005**, by and between the Board of Education of the Horseheads Central School District and the Horseheads Bus Mechanics Association.

Article I.

The Public Employee's Fair Education Act, the Civil Service Law, and the local laws not inconsistent with said act, shall govern the terms of this agreement.

Article II.

Section I. The Horseheads Board of Education, hereinafter known as the employer, recognizes the Horseheads Bus Mechanics Association as the sole and exclusive bargaining representative for all employees in the Bus Mechanics unit for the life of this contract.

Section II. All previous wages and items covered by Article II, IV, V, VI and VIII, as approved by Board action as pertains to employee benefits in the previous year shall constitute a part of this contract unless amended by this contract.

Article III. Salary Schedule

New employees will be paid the starting salary and will serve a sixty- (60) day probationary period before regular appointment.

Starting Salary

	<u>2005-09</u>
Mechanics	\$24,000
Service Mechanics	\$22,000

Service Mechanics hired after June 30, 1994, who receive a promotion to mechanic, will receive the higher of two options: an increase of \$700 or the mechanics' starting salary.

Current employees shall receive a 4.3% increase over their 2004-05 salaries, retroactive to July 1, 2005.

Additional salary increases shall be as set forth below:

- 2006-07 – 4.3% increase over 2005-06 salaries
- 2007-08 – 4.3% increase over 2006-07 salaries
- 2008-09 – 4.3% increase over 2007-08 salaries

<u>Step</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Bus Washer's Hourly Rate	10.43	10.88	11.35	11.84

- A. To be eligible for an annual increase, employment date must be prior to January 1 of the school year involved.
- B. Part-time employees who work 50% or more per week shall be paid salary and benefits on a pro-rated basis. Part-time employees who work less than 50% per week shall receive a pro-rated salary and no benefits.
- C. Longevities - Unit members will receive a \$1100 longevity when they reach the 5th, 10th, 15th, 20th, and 25th, 30th and 35th year of employment.
- D. Body Shop Stipend – A \$600 stipend will be paid to the body shop mechanic.**

Article IV. Leaves

A. Sick Leave

Each employee is eligible for twelve (12) days of sick leave per year, except for the first year when the 12 days are earned at a rate of 3 days per quarter. This leave may be accumulated up to **200** days. When a mechanic has reached the maximum 200 days of accumulated sick days, then each year, that mechanic shall be given a new twelve (12) days of sick leave. Those new twelve days shall be used before the accumulated 200 days are touched. The new twelve days will not accumulate unless the employee falls below the 200 days of accumulated sick leave, at which point, they may accumulate up to 200 days.

B. Extended Sick Leave Bank

An extended sick leave bank shall be established for each employee to be used in the event of a continuous illness or an extended disability, which would require the use of more sick leave than is accumulated.

A request in writing, supported by an M.D. certificate indicating the nature of the illness and/or disability and the probable date of return to duty, shall be presented upon request. A medical examination performed by the school physician may be required if the Superintendent of Schools deems it necessary.

Extended sick leave for this bank shall be accumulated as follows:

1. One half day of sick leave shall be placed in the bank for each day of unused sick leave to a maximum of 50 such days. Such accumulation shall be from the initial date of employment.

2. Such days shall be used only when there are no sick days remaining which were accumulated as part of the **200** days described in (A) above.
3. The calculation for this bank shall be determined on June 30 of each school year only and employees shall be notified of their status relative to their total accumulation.

C. Emergency Leave

Each employee is eligible for five (5) days of personal leave per year, chargeable to his accumulated sick leave, upon the approval of his application for such leave.

D. Personal Leave

Each employee is eligible for two (2) days of personal leave per year, chargeable to his accumulated sick leave, upon the approval of his application for such leave. This leave may not be used to extend a vacation or holiday nor in conjunction with any other leave or absence. Such two (2) days of personal leave, if not used in any year; will be accumulated as sick days. If a conflict arises on granting more than one personal leave day request, the day will be granted dependent on the date and time of the request as determined by the Transportation Supervisor.

E. Funeral Leave

Due to the death of an employee's father, mother, son, daughter, spouse, or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a brother or sister, mother-or-father-in-law, grandparents, or spouse of brother or sister, up to three (3) days absence shall be allowed at full pay. This leave will not be charged against sick leave.

F. Worker's Compensation

Each employee is provided with coverage under Worker's Compensation. The employee may choose to use sick leave or Worker's Compensation but may not receive both. If he chooses to use his sick leave days, the District will collect the Workmen's Compensation payments.

Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as reimbursement for wages paid shall be restored to the employee on a prorated basis equal to the sum received.

G. Disability Insurance

Disability insurance is available for all members of this unit, the premium to be paid by the District.

Article V. Vacations

- A. Each employee is eligible for one (1) week of paid vacation for his first six (6) months of service completed as of July 1st of the year involved.
- B. The employee is eligible for two (2) weeks of paid vacation for the first year of service completed as of July 1st of the year involved.
- C. The employee is eligible for two (2) weeks and three (3) days of paid vacation at step 3.
- D. The employee is eligible for three (3) weeks and three (3) days of paid vacation at step 9.
- E. The employee is eligible for four (4) weeks and three (3) days of paid vacation at step 14.
- F. The employee is eligible for five (5) weeks of paid vacation at step 20.

Employees may carry over up to 5 full days.

Article VI. Retirement

The 75-I New York State Employee's Retirement plan is provided to all regular employees. Application must be initiated by the employee.

Upon retirement, an employee's accumulated sick leave days (not inclusive of banked days or those converted for additional service credit with ERS) shall be placed into a 105(h) plan based upon \$75/day to a maximum of 200 days.

Upon ratification, employees who have: [1] fifteen (15) or more years employment with the Horseheads School District; and [2] have attained the age of sixty-two (62) or able to retire under the New York State Employees' Retirement System; and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance, including the prescription rider, premiums from the date of leaving to their Medicare eligible date shall have their health insurance paid from the date of leaving to their Medicare eligible date at the same rate as active employees.

Prior to Medicare eligibility date, for retirees covered under this Article, the Health Insurance Plan will be the same as provided to active employees (including all premium contributions and caps, co-insurances including office visits, physicals, outpatient

surgery, chiropractic, emergency room visits, and prescriptions. Retirees should refer to the Plan Document for the complete schedule of co-payments.). Should an employee who is covered by the District health Insurance plan die subsequent to his retirement, his or her surviving spouse shall be allowed to continue in such plan, with the surviving spouse paying the same rate as an active employee.

Article VII. Group Hospitalization

Effective June 1, 2006, unit members shall be enrolled in the District's Health Care Plan – the Blue Cross/Blue Shield Traditional plan with the following co-payments:

three-tiered drug co-payment of \$0, \$10 and \$15
(90 day supply for one co-payment with use of mail order)

\$10 Doctor Office Visits (Diagnostic X-Ray, PT)
\$10 Adult Physicals
\$10 Outpatient Surgery
\$25 Emergency Room unless admitted within 24 hours
\$10 Chiropractic

(Employees should refer to the complete Plan Document for the full details of all co-payments.)

MEDICAL REIMBURSEMENT ACCOUNT CONTRIBUTIONS:

2005-06 - \$175.00 (contribution to be made 6/1/06)
2006-07 - \$200 (contribution to be made 10/1/06)
2007-08 - \$215 (contribution to be made 10/1/07)
2008-09 - \$235 (contribution to be made 10/1/08)

All unit members employed at least four hours per day shall receive health insurance coverage according to the following schedule:

2005-06 – 10% contribution of either the Single or Family Plans, capped at \$500 for single and \$1000 for family.
2006-07 – 10% contribution of either the Single or Family Plans, capped at \$550 for single and \$1100 for family.
2007-08 – 10% contribution of either the Single or Family Plan – capped at \$600 for a single or \$1150 for a family level
2008-09 – 10% contribution of either the Single or Family Plan – capped at \$650 for a single or \$1200 for a family level.

Health Insurance Opt-Out

Employees who have access to health insurance coverage other than through the District shall be eligible to refuse health insurance coverage from the District and will receive Two Thousand (\$2,000.00) Dollars per contract year. Employees electing to refuse such coverage shall notify the Employer prior to June 1st of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the Employer, proof of other coverage. Such proof shall be provided by the employee to the Employer, upon request by the Employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date. Should an employee lose such other coverage for any reason; the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12th of the total for each month out of the plan.)

The dental plan shall be increased as follows:

Periodic Oral Evaluation -	\$ 18.00
Bitewings – 2 films -	\$ 19.00
Bitewings – 4 films -	\$ 27.00
Prophylaxis – Adult	\$ 32.00
Prophylaxis – Child	\$26.00
Amalgam 1	\$40.00
Amalgam 2	\$55.00
Amalgam 3	\$67.00

The employee will pay the entire cost of the dental insurance, should they elect to carry such coverage.

Coverages provided by these District plans will not change unless negotiated with the Association.

Article VIII. Clothing Allowance and Prescription Safety Eyeglasses

Each full-time mechanic is to be allocated a maximum of \$250 per school year and each part-time mechanic will be allocated \$125 per school year for the purchase of **work related clothing**. Such monies will be issued to the individual employee by the District business office upon receipt by the Supervisor of Transportation of itemized receipts for the purchase of such **work related clothing**. Any balance of the allocation which was not spent in any one year will be accumulated. Each full time employee will be reimbursed a maximum of \$200

for prescription safety eyeglasses in a 24 month period upon presentation of a receipt.

The District shall provide winter work clothing for every member of the mechanics' unit to a maximum cost of \$300 for a full-time employee. A part-time employee will have a maximum of \$150. **Money for winter work clothing will come in July of every even numbered year (00, 02....).**

Bus Mechanics shall be reimbursed for the cost of their driver licenses upon submission of receipt for such cost.

Article IX. Hours

- A. The normal work week will consist of 40 hours except that during the months of July and August a 35 hour work week will be granted consisting of five seven hour work days. Work schedules within this 35 hour week must be approved by the Transportation Supervisor.
- B. A seven (7) hour work day will be in effect on those days that school is not in session except that at the discretion of the Supervisor of Transportation employees will work either a seven (7) or eight (8) hour day for the week prior to the opening of school in September.
- C. Any employee who works over 40 hours in one week will be paid at time and one half. All overtime work shall have had the prior approval of the Supervisor of Transportation or her designee.
- D. Any employee will be paid a minimum of 2 hr. call in time for emergency road calls **and A.M. driving.**

Article X. Holidays

The District will provide fifteen holidays during the school year. These will be posted by the District prior to June 1st of the previous year and will be considered time-off with full pay.

Article XI. Leave of Absence

The rule of the Chemung County Civil Service regarding leave of absence upon termination of sick leave shall be followed. This rule states that any permanent employee who exhausts his sick leave is automatically entitled to a one year leave of absence without pay commencing on the date that sick leave terminates. If the employee's physician is other than a school doctor, the Board shall have the right to have the employee examined by a school physician to determine whether he or she is physically able to perform the duties of the job from which the employee has been on leave. If possible, the Board will always permit return

prior to expiration of leave.

Article XII.

- Section I. The employer recognizes the right of the employees to designate representatives of their association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract.
- Section II. The employer shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employees by reason of sex, nationality, race or creed.
- Section III. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises, such notices to be subject to approval by the Supervisor of Transportation.
- Section IV. Employees who are designated or elected for the purpose of adjusting grievances shall be permitted a reasonable amount of time free to attend actual grievance hearings.

Article XIII. Grievance Procedure

A. Definition

As used herein, the following terms have the following meanings:

- (1) "Employee" shall mean any person directly employed in the Mechanics Unit of the Horseheads Central School District as designated by the Board of Education.
- (2) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this contract.
- (3) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists, the Supervisor of Transportation, who normally assigns and supervises the employees work and approves his time record or evaluates his work performance.
- (4) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or given within the terms of this procedure.

notice

B. Declaration of Basic Principle

Every employee of this school district shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

C. Initial Presentation

- (1) An employee who claims to have a grievance shall present his grievance to his immediate supervisor, orally, within two (2) days after the grievance occurs.
- (2) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate, and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.
- (3) Within three days after the presentation of the grievance to him, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

D. Second Stage

- (1) If any employee presenting a grievance is not satisfied with the decision made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Director of Human Resources. Such request shall be in writing and shall contain a statement to the specific nature of the grievance and facts relating to it. Such request shall be served upon both the Director of Human Resources and the immediate supervisor to whom the grievance was originally presented.
- (2) The Director of Human Resources or, his nominee, may and at the request of the employee shall hold a hearing within five (5) days after receiving the written request and statement from the employee. The employee and his representative, if any, may appear at the hearing and present oral statements or arguments.
- (3) Within five (5) days after the close of the hearing or within eight (8) days after the grievance has been submitted to him if there be no hearing, the Director of Human Resources or his nominee shall make his decision and

communicate the same to the employee presenting the grievance, and to the employee' representative, if any.

E. Grievance Board

- (1) A grievance board of five members, none of whom shall be members of the Board or employees of the District, is hereby established to hear appeals from decisions of the Director of Human Resources on grievances. This Board shall choose its own chairman.
- (2) The members of this Board shall be appointed as follows: two (2) members shall be appointed by the Board of Education, two (2) members shall be appointed by the Horseheads Bus Mechanics Association and the fifth member shall be jointly agreed to by the Board of Education and the Horseheads Bus Mechanics Association, all to serve for the duration of this contract.
- (3) A hearing of any matter before the grievance board may be conducted by a majority of the members of the board provided, that if less than the full board presides at such hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board and the full board shall thereupon make its report.
- (4) Three (3) concurring votes shall be necessary to determine any official report or action of the grievance board.
- (5) The grievance board may make and amend rules and regulations for the conduct of its proceedings not inconsistent with the provisions of this procedure. A complete and up-to-date set of such rules and amendments shall be kept on file in the Board of Education office.

F. Appeals to the Grievance Board

- (1) An employee may appeal from the decision of the Director of Human Resources, or his nominee, within fifteen (15) days after notice of such decision. The appeal shall be taken by the employee submitting to the grievance board a written statement signed by the employee containing:
 - a. The name, residence address, and department of employment of the employee presenting the grievance.
 - b. The name, residence address, and department of employment of the employee or official involved in the grievance.

- c. The name and address of the employee's representative, if any, and his department of employment if he be a District employee.
- d. A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decision on the grievance up to the time of the appeal.
- e. A request for a review of the decision of the Director of Human Resources or his nominee.

(2) The grievance board may request the Director of Human Resources to submit a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Director of Human Resources or his nominee in making his decision. Such written statement shall be submitted within three (3) days after request by the grievance board.

(3) The grievance board shall hold a hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days notice of the time and place of such hearing to the employee, the employee's representative, if any, and the Director of Human Resources, or his nominee, all of whom shall be entitled to be present at the hearing.

(4) The grievance board hearing may, by mutual consent, be open to the public.

(5) New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Director of Human Resources or his nominee at the hearing held by him may be introduced at the hearing by the employee, by the Director of Human Resources, or his nominee or upon the request of the grievance board.

(6) The hearing may be adjourned from time to time by the grievance board if in its judgment such adjournment is necessary in order to obtain evidence. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the Director of Human Resources shall not be counted in determining the total days of adjournments as herein limited.

(7) The grievance board shall not be bound by formal rules of evidence.

(8) A written summary shall be kept of each hearing held by the grievance board.

- (9) The grievance board shall make its report in writing within five (5) days after the close of the hearing. It shall immediately file its report and the written summary of the proceedings with the Board of Education and shall at the same time send a copy of its report to the employee, the employee's representative, if any, the Director of Human Resources, and the local Civil Service Commission, if appropriate. The report shall include a statement of the board's findings of fact, conclusions and advisory recommendations.
- (10) The Board of Education shall, upon receipt of the grievance board's report, issue a decision which shall be final and binding upon all parties concerned.

G. Amendments

This procedure may be amended at any time in accordance with the general procedures and requirements in effect at such time for the amendment of this procedure.

Article XIV. Driver Physical

Any member of this unit who drives a bus on routes or trips will be eligible for a physical examination by the school designated physician free of charge.

Article XV. Duration of Agreement

The duration of this agreement shall be for a period of three (3) years, said years to commence **July 1, 2005, and to end June 30, 2009.**

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

This agreement will become effective upon its approval by the members of the respective parties hereto. The agreement may be amended by the mutual consent of both parties.

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.

HORSEHEADS CENTRAL SCHOOL DISTRICT

By

Superintendent of Schools

Date

HORSEHEADS BUS MECHANICS ASSOCIATION

By

President

Date