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Contract Database Metadata Elements

Title: **New Paltz Central School District and New Paltz Central School Bus Drivers Association (2005)**

Employer Name: **New Paltz Central School District**

Union: **New Paltz Central School Bus Drivers Association**

Local:

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

Expiration Date: **06/30/10**

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MEMORANDUM OF AGREEMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT, hereinafter "the District" and THE NEW PALTZ CENTRAL SCHOOL BUS DRIVERS' ASSOCIATION, hereinafter "the Union";

WHEREBY, the District and the Union agree to revive and incorporate the provision of the July 1, 2001, through June 30, 2005, Collectively Negotiated Agreement between them into a five year successor Collectively Negotiated Agreement effective July 1, 2005, and terminating on June 30, 2010, except as modified by the following provisions:

1. Article 1 Paragraph A – Modify the provision by deleting "the head bus driver".
2. Article 2 Paragraph c, – Modify the provision by rewriting the second paragraph:
"If a substitute drives for the same established run for a period of twenty (20) consecutive work days, he/she will be paid regular driver's scale starting on day 21, for the remainder of the drivers' time on that run. A substitute driver will not be removed from that established run to avoid payment of regular driver's pay."
3. Article 2 – Remove paragraph E. Head Bus Driver.

"An employee hired to assist in the Transportation Office for 40 hours per week. This position may be required to drive an established run or drive as needed at the direction of the Transportation Supervisor/designee. The employee in this position will work 216 days (including 11 holidays), for eight hours per day.

4. Article 2 Paragraph F – Modify the provision by removing the sixth sentence:
"Seniority applies to Head Bus Driver only in the rotation of assigning trips and in the event the he/she should return to regular driver status direct from being employed as Head Bus Driver."
5. Article 5 – Modify the provision in the third sentence by changing "20 minutes" to "60 minutes".
6. Article 9 – Modify the provision in the first sentence of Letter A, by adding in after pay, between fifteen (15) calendar days and not to exceed one year.
7. Article 9 – Modify the provision in Paragraph A, the second sentence, by putting a period after "dates", striking "and", and capitalizing "notice".

8. Article 9 Paragraph C – new paragraph
C. Emergency Leave
Requests for emergency leave may be granted at the discretion of the Superintendent.
9. Article 10 – Add a new paragraph 4 to read as follows:
“In the event of a death of an Aunt, Uncle, Niece or Nephew, said employee may take up to 3 (three) days bereavement leave with pay.”
10. Article 12 Paragraph 1 – Modify the provision by striking “and eleven (11) days per year for the head bus driver.”
11. Article 15 Paragraph B – Modify the provision by striking the phrase “Within 30 days of the signing of the contract, and each year thereafter.”
12. Article 16 – Modify the provision by deleting “Tier III of” in the first sentence, and modify the third sentence to read: “ The District contribution will be \$750.00 per full-time employee in 2005-06; \$800.00 in 2006-2007; \$850.00 in 2007-08; \$950.00 in 2008-09 and \$1,000.00 in 2009-10.”
13. Article 17 – Modify the provision by changing “Three Hundred (\$300.00) Dollars” to “Four Hundred (\$400.00) Dollars” and “Two Hundred and Fifty (\$250.00) Dollars” to “Three Hundred (\$300.00) Dollars”.
14. Article 19 Paragraph C – Modify the provision to read:
“Annualized salary will be comprised of 180 paid days per year for all drivers. Additionally, a driver will be paid for any days or hours worked over 180 in a school year.”
15. Article 19 Paragraph C – Modify the provision by removing the sentence:
“A snow day is defined as a day when the facility to which a driver is assigned to drive students does not have students and staff reporting that day due to inclement weather.”
16. Article 19 Paragraph D – Modify the provision to read in entirety:
“The hourly rate for regular bus drivers will be \$19.75 in 2005-06; \$20.30 in 2006-07; \$20.95 in 2007-08; \$21.55 in 2008-09 and \$22.20 in 2009-10. The hourly rate for drivers hired on or after July 1, 2001 will be \$17.00 in 2005-06; \$18.00 in 2006-07; \$19.00 in 2007-08; \$20.00 in 2008-09 and \$22.20 in 2009-10.”

17. Article 19 Paragraph D – Modify the provision by removing the second paragraph:

“The head Bus Driver is paid a salary of \$23,328.00/year for 2001-02; \$24,261.00/year for 2002-03; \$25,229.00/year for 2003-04 and \$26,248.00/year for 2004-2005. This person is expected to be on duty for 205 days during the period between August 15 and July 15. This is an hourly salary of \$13.50, \$14.04, \$ 14.60 and 15.19, respectively.”

18. Article 19 Paragraph E - Modify the provision by changing the years to 2005-06, 2006-07, 2007-08, 2008-09 and 2009-10.

And amend the chart thus:

	2005-06	2006-07	2007-08	2008-09	2009-10
Twenty-five (25) or more years of service	\$900	\$1000	\$1100	\$1200	\$1300
Twenty (20) or more years of service	\$850	\$950	\$1050	\$1150	\$1250
Fifteen (15) or more years of service	\$800	\$900	\$1000	\$1100	\$1200
Ten to fourteen (10-14) years of service	\$600	\$700	\$800	\$900	\$1000
Five to nine (5-9) years of service	\$400	\$500	\$600	\$700	\$800

See attached Longevity chart.

19. Article 20. Holidays – Remove the entire article; renumber all Articles after this one.

20. Article 21 – Modify the provision by changing first sentence to :

“The hourly rate for substitute drivers will be determined by the District annually.”

21. Article 21 – Modify the provision by changing the second sentence to :

“ The hourly rate for regular drivers who, in addition to their regularly scheduled runs, are requested to serve as drivers for extra trips (athletic, field or sports late run), extra work, driver training or other work will be \$14.30 in 2005-06; \$16.00 in 2006-07; \$18.00 in 2007-08; \$20.00 in 2008-09 and \$22.20 in 2009-10.

22. Article 21 – Modify the provision by changing the third sentence to :

“If a regular driver drives during the summer, the hourly rate of pay shall be \$17.00 in 2005; \$18.00 in 2006; \$19.00 in 2007; \$20.00 in 2008 and \$22.20 in 2009.”

23. Article 21 – Modify the last sentence to read: “ A driver may not be absent for any more than one and one-half (1 ½) days on their summer run or they may forfeit the run, at the discretion of the School District.

24. Article 24 – modify the provision by replacing the first four sentences with:
Hours of employment are as assigned in June, when drivers select their runs by seniority. In addition, for the scheduled refresher and staff meeting in August a list of drivers indicating which run they picked, a brief description and the number of hours per day for the run will be copied and handed out to all drivers present. If a driver’s assigned run has changed by 15 minutes or more, that driver may request reassignment to another run in accordance with seniority and qualifications. All such changes will be effected at the August staff meeting. At the time of the August staff meeting, the District will have the run hours updated to the most current available information.

After “If during the school year.....

Change “twenty (20) minutes” to “sixty (60) minutes” in two places.

24. Article 28 Letter A – Modify the provision by striking the second sentence:
“Trips will be assigned to the head bus driver in rotation if there is no conflict with the schedule hours he/she is needed to assist in the office.”

25. Article 34- Modify the provision by changing the dates to “July 1, 2005” and “June 30, 2010.”

AGREED TO ON THIS 7th DAY OF FEBRUARY, 2005.

For the Union:

Date:

Lisa Haynes

2/7/05

Gregory J. Marks

2/7/05

Mark J. [unclear]

2-7-05

For the District:

Date:

Edward J. [unclear]

2/7/5

Richard [unclear]

2-7-05