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Union: **Greenwood Lake Bus Drivers Association**

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BUS
5164

AGREEMENT

BETWEEN

GREENWOOD LAKE UNION FREE SCHOOL DISTRICT

AND

GREENWOOD LAKE BUS DRIVERS' ASSOCIATION

2003 - 2004

2004 - 2005

2005 - 2006

RECEIVED

DEC 14 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

23

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STATEMENT OF POLICY

It is agreed that the purpose of this Agreement is to promote harmonious and cooperative relationships between the Employer and the Association, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

ARTICLE 1 - RECOGNITION

Section 1. The Employer agrees that the Association shall be the sole and exclusive representative for all employees described in Article 2 herein for the purpose of collective negotiation. The maximum period of unchallenged representative status for the Association shall apply.

Section 2. The Association affirms that it will not strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

Section 3. The Association recognizes that the District shall have all rights guaranteed by law which relate to the management of school busing of youngsters and to the maintenance of school buses and other transportation equipment.

ARTICLE 2 - COLLECTIVE BARGAINING UNIT

The provisions of this Agreement will apply only to all regularly employed bus drivers who have successfully completed their probationary period, as described in Article 5 (hereinafter called "Employee") serving the Transportation Department of the Employer.

ARTICLE 3 - RIGHTS OF THE ASSOCIATION

Section 1. The Association shall have the sole and exclusive right with respect to other employee organizations to represent all regular employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employee's Fair Employment Act.

Section 2. The District shall provide the Association with a bulletin board of minimum dimensions 12" x 36" on a wall at the job work site for the purpose of Association communications to its members.

ARTICLE 4 - COMPENSATION

Section 1(A). All employees, as herein defined, shall be paid for the period commencing July 1, 2003 through June 30, 2006 at the hourly rates, as follows:

Drivers will be assigned routes based on selection. Selection will be completed prior to the summer season and again prior to the school year. Once routes have been established, and a standard time established for each route, drivers will be paid for said routes, based on that standard time. For example, if the entire route is scheduled to take four (4) hours, the driver will be paid for four (4) hours. The Annual Payroll will be established based on this regular time rate.

If there is an exception to that time frame, i.e. the driver is stuck in traffic, or the weather conditions extend the time, the driver will be paid an additional amount, as indicated on a time sheet, signed by the driver and endorsed by the Dispatcher. Also any additional work assigned to the bus driver, i.e. school trips, etc. will be documented in a similar fashion, placed on a time sheet, signed by the driver and endorsed by the Dispatcher.

The rates of pay shall be established on the following per hour rate scales:

Probation Rate:

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$13.16	\$13.16	\$13.55	\$13.96

Post Probation Rate (Step 1):

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$14.48	\$14.48	\$14.91	\$15.36

July 1st of the year below for those who completed probation before that date (Step 2):

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$15.14	\$15.14	\$15.59	\$16.06

July 1st of the year below for those who completed at least one school year at Step 2 (Step 3):

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$16.47	\$16.47	\$16.96	\$17.47

For drivers who drive vehicles with a capacity of nine (9) passengers or less, pay will be at the Step 1 Rate at all times. A Longevity Bonus of \$250.00 will be paid to each employee who

has worked for the District for more than five (5) school years. An additional Longevity Bonus of \$250.00 will be paid to each employee who has worked for the District for more than ten (10) school years. Once eligible, payments will be made each year thereafter and paid separately as an extra paycheck at the end of the school year.

Section 1(B). For those specified by the Transportation Coordinator as extra runs (except for those runs which occur during the normal working day), to be defined as any regular run which departs from the Bus Garage at 4:00 P.M. or after, or is part of a daily run package and is in progress at 4:00 P.M. This includes any run which is scheduled on a weekend and home sporting events, take home.

Employees will be compensated at their normal rate of pay plus \$1.70 additional for each hour assigned after 4:00 P.M.

Section 1(C). For late Tuxedo runs (picking up children at 8:00 P.M. or after), the employees will be compensated at their normal rate of pay plus \$3.24 additional for each hour assigned. For late runs, an employee will be guaranteed a minimum of one hour's pay.

Section 1(D). Employees will receive not less than one (1) hour's pay for any normal A.M. or P.M. scheduled run which is shortened due to special circumstances. This provision excludes any extra runs, as referred to in Section 1(B) of this Article.

Drivers will be compensated at their normal rate of pay plus \$2.73 additional for each hour assigned when performing a run which departs at or after 5:00 P.M. and for all runs which take place on the weekend.

Section 1(E). Any isolated student conveyance run of less than one (1) hour shall be compensated for with one (1) hour's pay (i.e., activity run, kindergarten noon run, etc.)

Section 2. Health Insurance Coverage - For all employees employed before July 1, 1986 who meet the following conditions and elect to participate, the District will provide fully paid health insurance benefits at least equal to those provided under the Orange/Ulster Health Plan.

For new employees employed after July 1, 1986, when they become eligible, they will receive fully paid individual health insurance plan or 90% of a family plan paid by the District: the benefits to be at least equal to those provided under the Orange/Ulster Health Plan.

For all new employees employed after July 1, 1996, when they become eligible, will receive 90% of an individual health insurance plan or 80% of a family plan paid by the District: the benefits to be at least equal to those provided under the Orange/Ulster Health Plan.

1. A. Is hired for a period of at least six (6) months, three (3) months in the case of probationers hired on or after July 1, 1991.

B. Has a regularly scheduled work week of twenty (20) hours or more.

C. Is not covered by a spouse's plan identical to the one offered by the District.

Section 3. Health Insurance Buy-Out - Unit members who are otherwise health insured may voluntarily opt out of the District's health insurance program and receive payments for opting out, according to the following schedule:

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
\$1,745	\$1,745	\$1,797	\$1,851

Payment for said buy-out is to be made in bi-weekly payments of the applicable school year.

The Employees must give written notice of opting out at least one month before the first day of the next following month, at which time the buy-out will become effective (i.e., on or before August 1st for a buy-out effective September 1st) and must also produce proof of other health insurance coverage at the time of making application for the buy-out.

1. Employees on unpaid Sick Leave may continue to be covered provided they reimburse the School District for the full premium cost.

2. Health insurance payments for employees retiring from the District at age 55 or later and for their survivors will be made in accordance with Civil Service Law Section 167.

Section 4. All employees who have a regularly scheduled work week of twenty (20) hours or more will be provided Dental Insurance at 50% of the cost to the District.

Section 5. All Employees will be paid at their regular rate of pay per evening for two mandated safety meetings and the fee for the

mandatory driving course will be paid at the current fee charge at the time the employee takes said course. The District shall pay for the cost of obtaining a commercial driver's license for unit members who are not so licensed and whose positions in the District require the same; provided, however, that the driver shall reimburse the District for any monies paid on behalf of such employee if he/she fails to work for a period of one (1) year for the District following the issuance of the license.

The District also reserves the right to call meetings at any time in addition to the two (2) State Mandated Safety Meetings, and require attendance.

Employees will be paid their hourly salary for all time spent at District-required meetings, other than the activities referenced above in this section.

Meetings conducted on non-work time shall be paid at the applicable hourly rate, except for Saturdays and/or Sundays, when the rate shall be time and one-half regular wages.

Section 6. All Employees who voluntarily accept an assignment other than their regular duties connected with transporting students will be paid Step 1 per hour for assuming this additional

responsibility (i.e., clerical work, office coverage, custodial work, assistance to the mechanic).

Notwithstanding the above, when a driver voluntarily accepts an assignment which requires the operation of a school vehicle, or expert knowledge of its operation, the driver will be compensated at his/her regular hourly wage. (i.e., training, transporting buses for repair, student orientation).

Section 7. All Employees shall be paid at their respective hourly rate of pay for not more than two and one-half (2.5) in each week for time spent in pre-checking buses, washing windows, sweeping floors and other maintenance, and pre-starting buses in cold weather.

At the end of each school year and at D.O.T. inspection times, drivers will be paid an additional one and one-half (1.5) hours for cleaning and readying the interior of a van or small bus which carries up to thirty (30) passengers, two (2) hours for buses carrying between thirty-one (31) and forty-eight (48) passengers, and three (3) hours for large buses carrying forty-nine (49) or more passengers, after approval by the Transportation Supervisor. Exterior cleaning times for D.O.T. inspection shall be one-half (.5) hour, three-quarters (.75) of an hour and one (1) hour, respectively.

Section 8. All Employees shall be given cash advances for vehicle tolls and parking fees, subject to verification by receipts thereafter.

Section 9. After the probationary period, a jacket shall be furnished at the discretion of the Transportation Supervisor. This will be done on an as needed basis; however, at least one (1) jacket will be provided every five (5) years.

Section 10. Anytime a scheduled school day is cancelled, i.e., power failure, vandalism, etc., Employees must be notified not to come to work. If an employee is not notified of such cancellation and arrives for work, he/she will be paid for one (1) hour's work at the appropriate rate of pay.

Section 11. The Employer will provide four (4) sets of rain gear to be left in the bus garage for drivers' use while fueling and preparing buses for the day's run.

Section 12. All Employees who have a regularly scheduled work week of twenty (20) hours or more will be granted New York State Disability Insurance coverage.

Section 13. All Employees who have a regularly scheduled work week of twenty (20) hours or more will receive the District's Optical Care Insurance Program to be paid by the District.

Section 14. In lieu of meal allowances, each Employee will be given a stipend of \$25.00 per annum for incidental expenses he/she may have incurred during the course of the year. Said payment is to be made at the conclusion of the school year.

Reimbursable tolls and parking fees and fueling expenses as referred to in **SECTION 8, page 8**, are not considered incidental expenses.

Overnight trips will be dealt with on an individual basis.

Section 15. The District will contribute to the Annuity Fund for each employee in this unit, 3.0% of his/her respective salary, effective July 1, 2003.

Section 16. The Retired Employee (Bus Driver) of the Greenwood Lake Union Free School District shall pay no more than 50% of the cost of premium for the individual Retired Employee and no more than 65% of the cost of premium for dependents of such Retired Employees, provided the following conditions are met:

- A. The Retired Employee was an enrolled member of the Orange-Ulster School District's Health Plan.
- B. The retiring Employee has completed five (5) years of service with the School District.
- C. Either qualified for Retirement as a member of a Retirement System, OR at least 55 years of age.

The Retired Employees of the Greenwood Lake Union Free School District shall pay no more than 25% of the cost of the premium for the Individual Retired Employee and no more than 50% of the cost of the premium for dependents of such Retired Employees, provided the following conditions are met:

- A. The Retired Employee was an enrolled member of the Orange-Ulster School District's Health Plan.
- B. The retiring Employee has completed 10 years of service with the School District.
- C. Either qualified for Retirement as a member of a Retirement System, OR at least 55 years of age.

The Retired Employees of the Greenwood Lake Union Free School District shall contribute no cost toward premiums for Individual

Retired Employees or their dependents provided the following conditions are met:

- A. The Retired Employee was an enrolled member of the Orange-Ulster School District's Health Plan.
- B. The retiring Employee has completed 15 years of service with the School District.
- C. Either qualified for Retirement as a member of a Retirement System, OR at least 55 years of age.

ARTICLE 5 - PROBATIONARY PERIOD

All new Employees will serve a probationary period of three (3) months after the date of appointment by the Board to probationary service. (Effective July 1, 1991)

ARTICLE 6 - LEAVES OF ABSENCE

Section 1. All Employees shall earn ten (10) days of sick leave per year, accruing at the rate of one (1) day for each month of employment and all Employees shall be paid at the end of the fiscal year for unused sick leave days at the rate received for an average day for the month of May. Employees must supply a doctor's note for any absence greater than 3 consecutive days.

Section 2. All Employees will be entitled to three (3) Bereavement Days upon death of a member of their immediate family. "Immediate Family" is defined to include husband, wife, sisters, brothers, children, paternal and maternal grandparents and parents of husband or wife.

Section 3. Employees may request and the Employer may, at the discretion of the Board of Education, afford an Employee leave for not more than one (1) year, during which time no credit shall accrue with respect to seniority or time of service.

Reinstatement of employees on Leave of Absence who do not return to work within three (3) months from the date that leave was taken, who were assigned to a regular run, will return to work and will accept the assignment available at that time. Those who return before the three (3) month period, will be reinstated to their regular scheduled run. This only applies to leaves taken after runs have been set for September of each year.

Any leave taken pursuant to this provision shall terminate immediately if the unit member pursues outside employment during the term of the leave. In such event, the employee shall be deemed to

have voluntarily quit his/her employment and shall lose all seniority rights.

Section 4. Employees with more than one (1) year seniority will have the current year's sick leave available after working one (1) day of the new school year.

Section 5. Leave for Jury Duty - Any employee required to serve Jury Duty will be granted the time needed for the civic duty without loss of pay and the time shall not be deducted from any accumulated sick days. Employees granted leave under this provision shall reimburse the District for all fees received in the performance of such duties, except travel and meal allowances.

Section 6. All Employees will be entitled to two (2) Personal Days per year. A Personal Day may only be used for personal business that cannot be scheduled on non-working days and may not be used to extend a scheduled vacation period or holiday. Except in an emergency, all Personal Days must be requested, in writing, to the Transportation Supervisor at least three (3) days in advance of the day being requested.

Section 7. A Leave of Absence will only be granted on a limited basis, for personal sickness or family medical leave act purposes, or

emergency. Ordinary unpaid vacation will not be considered for a leave of Absence.

ARTICLE 7 - SENIORITY

Section 1. Seniority for all purposes shall be related to the date on which an Employee is hired by the Employer; provided, however, in the case of more than one Employee hired on the same day, then for the purpose of selecting runs only, preference will be given to the Employee whose application for employment was filed earlier with the Employer.

Section 2. The Employer may, in its discretion, recognize for the purpose of the pay scale prior school bus driving experience acquired by newly-hired Employees.

Section 3. Within ten (10) days after the execution of this Agreement, the Superintendent shall publish a list of the names of all current Employees within this bargaining unit and designate in each instance their respective order of seniority, indicating the number of years of service accumulated by each Employee for the purpose of establishing their respective rates of pay. Any objection on the part of an Employee or the Association to the order of seniority or to the number of years of accumulated service for any

Employee shall be raised in accordance with the Grievance Procedure hereinafter provided.

ARTICLE 8 - ROUTE ASSIGNMENTS

Section 1. Route assignments shall be made by the Transportation Supervisor of the Employer on the basis of seniority and capability, but not necessarily in that order.

Section 2. Employees who wish to drive on unscheduled extra trips and extra-curricular and field and sport trips shall place their name on a list, and assignments shall be made in accordance with seniority, as hereinabove defined, and on rotation of names, so as to equalize as nearly as possible the number of trips for each Employee on such list. If a scheduled trip is cancelled, the affected employee will remain eligible for assignment.

ARTICLE 9 - CONTRACTING OUT

The District agrees that it shall negotiate any decision and the impact thereof regarding the contracting out of unit work, to the extent required by applicable law.

ARTICLE 10 - GRIEVANCE PROCEDURE

Definition: A "grievance", which is a claim by an Employee or Employees that they have been adversely affected by a violation of the explicit written terms of this Agreement, shall be processed in the following manner:

PROCEDURES

1. Informal Stage: The aggrieved Employee shall orally present his grievance to his immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved Employee. The immediate supervisor shall render his/her determination to the aggrieved Employee within five (5) working days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved Employee may proceed to the Formal Stage, as the case may be. The aggrieved employee has the option of having an Officer of the Association present during the informal stage discussion.

2. Formal Stage:

A. Within five (5) working days after a determination has been made by the immediate supervisor, the aggrieved

Employee may make a written request to the Superintendent or his designee for review and determination.

B. The Superintendent or his designee shall immediately notify the aggrieved Employee, immediate supervisor, and any other administrator previously rendering a determination in the case to submit written statements to him, within five (5) working days, setting forth the reason for the determination previously rendered.

C. The Superintendent or his designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held. The Superintendent or his designee shall preside over such informal hearing, at which the Superintendent or other administrator whose action is in contention, the grievant, and, at the grievant's option, the unit president or his designee (but a non-attorney) may appear and present oral and written statements supplementing their respective positions in the case. Such hearing shall be held within five (5) working days of receipt of the written statement pursuant to paragraph "B", above.

D. The Superintendent or his designee shall render his determination within ten (10) working days after written statements pursuant to paragraph "B", above.

3. If the Association is not satisfied with the disposition of the grievance at the Superintendent's level, or if no decision has been rendered within thirty (30) working days after the grievance was presented to the Superintendent, the Association may, within ten (10) working days after receipt of the decision of the Superintendent or forty-five (45) working days after the grievance was first raised, whichever is sooner, submit to the District and to the Public Employment Relations Board a Demand to Arbitrate the grievance. The arbitrator's decision shall be final and binding upon the parties; provided, however, that the arbitrator shall not be empowered to add to, subtract from, or otherwise modify the terms contained within this Agreement nor shall the arbitrator be authorized to issue an award which is violative of applicable law.

ARTICLE 11 - SEVERABILITY

If any article or part thereof of the Agreement or any addition thereto should be found to be in violation of any federal, state or local law, or if adherence to or enforcement of any article or part

thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereof, shall not be affected.

ARTICLE 12 - LEGISLATIVE AUTHORITY

ANY LEGISLATIVE OR JUDICIAL ACT THAT RENDERS NULL AND VOID ANY PART OF THIS AGREEMENT SHALL NOT AFFECT ANY OTHER PART OF THE AGREEMENT. ANYTHING SUBSEQUENTLY MANDATED BY LAW WHICH AFFECTS ANY PROVISION HEREIN SHALL BE AUTOMATICALLY MADE A PART OF THIS AGREEMENT.

ARTICLE 13 - DURATION

This Agreement shall become effective on July 1, 2003 and shall continue in full force and effect through June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this day of September, 2003. Each of the Employees affected hereby shall also hereunto subscribe their names to this Agreement, but it is effective by execution of the authorized representatives of the Employer and the Association.

ARTICLE 14 - EMPLOYEE COMMITTEE

An Employee Committee comprised of the elected officers of the Association will meet, as necessary, with the Transportation Supervisor to discuss mutual concerns.

THE DISTRICT

BY: Kathleen DeLoe
PRESIDENT, BOARD OF EDUCATION

BY: Charles A. Molloy
SUPERINTENDENT OF SCHOOLS

THE ASSOCIATION

BY: Jane Supercio, President 9/22/03
BY: Donna McCullough, Vice President 9/22/03
BY: Noreen K. Verlin, Secretary 9/22/03