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#### Contract Database Metadata Elements

Title: **Gloversville Enlarged City School District and Gloversville School Transportation Association (GSTA) (2002)**

Employer Name: **Gloversville Enlarged City School District**

Union: **Gloversville School Transportation Association (GSTA)**

Local:

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

PERB ID Number: **8123**

Unit Size: **30**

Number of Pages: **16**

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Gloversville Enlarged City School  
District And Gloversville  
Transportation Assn

# AGREEMENT

by and between

**GLOVERSVILLE ENLARGED CITY  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**GLOVERSVILLE SCHOOL  
TRANSPORTATION ASSOCIATION**

July 1, 2002 – June 30, 2005

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS EC**

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## TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Recognition	1
II	Assignment of Duties	1
III	Dues Deduction	3
IV	Grievance Procedure	3
V	Holidays	6
VI	Short Term Leave	6
VII	Health Insurance	9
VIII	Other Voluntary Deductions	10
IX	Extra Trips	10
X	Compensation	11
XI	Other Items	12
XII	Agreement Term	14

## ARTICLE I

### RECOGNITION

- A. The Gloversville Enlarged City School District (District) recognizes the Gloversville School Transportation Association (GSTA) as the exclusive representative of all school bus drivers (drivers) and school bus attendants (attendants), who are assigned an "annual base run".

**Annual Base Run** is assigned in accordance with Article 2(B)(1) and does not include summer runs or extra trips such as athletic and field trips.

**Substitutes** are school bus drivers who substitute for drivers who have been assigned annual base runs or who drive on extra trips. Substitutes are excluded from the bargaining unit.

- B. A full-time bargaining unit member (unit member) is one who works on his/her annual base run six or more hours per day four or more days per week. A part-time unit member is one who works on his/her annual base run less than six hours per day, four or more days per week. Time worked on extra trips is not computed in determining full-time or part-time status.

## ARTICLE II

### ASSIGNMENT OF DUTIES

- A. Seniority for purposes of the assignment of unit members to their job functions shall be determined by the date of first employment as a driver or attendant with the District, and/or transportation supervisor, irrespective of whether first hired full-time, part-time or as a substitute. The most senior unit member shall be the one with the earliest date of hire, and the least senior unit member shall be the one with the most recent date of hire. The District and/or transportation supervisor shall prepare, determine and post an up-to-date seniority list for drivers and another for attendants. Seniority shall be applied in two circumstances: (1) expressing preference for annual base runs, and (2) volunteering to drive on extra trips. Seniority is not a factor in determining compensation.

## B.1 Annual Base Run Assignment

The District and/or transportation supervisor shall prepare, determine, describe and post the annual base runs. This shall be done no later than August 20 of each year. The drivers and attendants shall be contacted in order of seniority to select their preferred runs within five (5) calendar days of the postings. All selections must be submitted by the fifth day of the posting. Therefore, runs will be assigned by seniority, taking into account the employee's preference when possible. (The District and/or transportation supervisor may make changes in the posted annual base run descriptions at any time from the August 20 posting through the following June 30).

Should a driver or an attendant fail to select a run as described herein, the District and/or transportation supervisor shall be free to assign that driver or attendant to an annual base run without regard for seniority.

The District and/or transportation supervisor shall not arbitrarily or capriciously reject any expressed preference, nor shall it be arbitrary or capricious in its final determination of annual base runs. The District and/or transportation supervisor shall be free to reassign unit members from one annual base run to another after the commencement of the student school year in September, provided that it has a reasonable basis for so doing. The basis for such reassignment shall be provided to the unit member in writing prior to the reassignment.

### 2. Summer Runs

Summer runs shall be posted no later than June 30 of each year. Once posted, the terms of B(1) above shall apply to the extent applicable.

## C. Scheduled Extra Trip Assignment System

Extra trips include trips other than the annual base runs, such as student, athletic and field trips.

The District and/or transportation supervisor shall post scheduled extra trips and an extra trip volunteer sheet every second Thursday from August 20 to June 30 of each school year. Unit members shall volunteer for such trips by signing the volunteer sheet. Unit members shall volunteer in order of seniority. Each time a unit member has an opportunity to volunteer for or refuse an extra trip, (s)he will be rotated to the bottom of the list to await his/her next seniority based opportunity to do so.

When a unit member volunteers for an extra trip on a day that (s)he is scheduled for his/her annual base run, the District will make an effort to assign that extra trip to the unit member. In the event the driver signs up for an extra trip and cancels within 48 hours of the scheduled event, the District shall have the right to penalize the driver by removing his/her name from the next rotation cycle. A driver will not be penalized if the reason for late cancellation is an emergency. An emergency is defined as a sudden personal or family illness, or any other unanticipated event which would qualify for paid leave.

The District and/or transportation supervisor may, for reasons of efficiency, assign unit members to scheduled extra trips at times when they are not scheduled for their annual base runs. The District or the transportation supervisor may also, for reasons of efficiency, reassign unit members from their scheduled annual base runs to scheduled extra trips, in which case(s) a substitute will be assigned the annual base run(s) while the unit member is on the extra trip.

The District will not accept nor schedule extra trips which do not meet the two (2) week advanced notification except as outlined in (D) below. If the District accepts/schedules a trip to which (D) does not apply, the District will compensate the driver scheduled to make the trip with an additional \$25.00. The \$25.00 payment shall not apply to unanticipated student related events or athletic events such as sectionals or league playoffs.

D. Unscheduled Extra Trips

When the need for unscheduled extra trips arises, the District and/or transportation supervisor may assign drivers to such trips by asking for volunteers from unit members, reassigning unit members from their annual base runs; or assigning substitutes, all within its reasonable discretion.

- E. Each bargaining unit member recognizes that his/her first employment obligation at the time (s)he is scheduled for his/her annual base run is to the District.

## ARTICLE III

### DUES DEDUCTION

The District shall each month deduct GSTA dues from the wages of those unit members who individually authorize such deductions in writing. The amount of dues deduction shall be that amount certified by the GSTA to the Assistant Superintendent for Business who shall transmit the dues collected to the GSTA.

The District shall deduct from the salary of employees in the bargaining unit who are not members of the GSTA, an amount equivalent to the dues levied by the GSTA and shall transmit the sum as deducted to the GSTA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York (Chapters 677 and 678). The GSTA affirms that it has adopted such procedure for refund of agency shop fee deduction as required by Chapters 677 and 678. This provision for agency fee deduction shall continue in effect as long as the GSTA maintains such procedure. The agency fee deduction shall be made following the same procedure as applicable for dues deduction.

## ARTICLE IV

### GRIEVANCE PROCEDURE

Grievant shall mean either (1) a unit member or (2) the GSTA.

Grievance shall mean an alleged violation of this Agreement.

- A. A grievance shall be submitted in writing to the Director of Transportation within seven (7) days of its occurrence or it shall be waived. The written grievance shall set forth the provision of the contract allegedly violated and a summary of the facts alleged in support of the grievance. The Director of Transportation shall meet with the grievant(s) for the purpose of determining additional factual allegations and attempting to resolve the grievance. The Director of Transportation shall respond to the grievance in writing within seven (7) calendar days of its receipt.

- B. If the grievant is not satisfied with the response of the Director of Transportation, the grievance may be submitted to the Superintendent or Assistant Superintendent for Business within seven (7) days of the response of the Director of Transportation, or it shall be waived. The Assistant Superintendent shall meet with the grievant(s) for the purpose of reviewing factual allegations and attempting to resolve the grievance. The Assistant Superintendent shall respond to the grievance in writing within seven (7) days of its receipt.
- C. If the grievant is not satisfied with the response of the Assistant Superintendent for Business, the grievance may be submitted to the Superintendent within seven (7) days of the response of the Assistant Superintendent for Business or it shall be waived. The Superintendent shall meet with the grievant(s) for the purpose of reviewing factual allegations and attempting to resolve the grievance. The Superintendent shall respond to the grievance in writing within seven (7) days of its receipt.
- D. If the grievant is not satisfied with the response of the Superintendent, the grievance may be submitted to the Board of Education within seven (7) days of the response of the Superintendent or it shall be waived. The Board will consider the grievance within thirty (30) days of its receipt. The Board may, at its discretion, require the appearance of the grievant and/or the grievant's representative(s) at the time it considers the grievance. The Board shall respond to the grievance in writing within seven (7) days of its completion of the consideration of the grievance.
- E. If the grievant is not satisfied with the response of the Board, the Association may submit the grievance to binding arbitration within seven (7) days of the Board's response or it will be waived. The arbitration will be administered by the Syracuse office of the American Arbitration Association.
- F. The costs for the services of the arbitrator, including expenses, will be borne equally by the District and the Association.



## ARTICLE V

### HOLIDAYS

- A. Full-time unit members will receive the following holidays with pay: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.
- B. Part-time unit members will receive the following holidays with pay: Columbus Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.
- C. Unit members who have a summer base run will receive Labor Day as a paid holiday. Unit members who begin a summer base run prior to July 4 will receive July 4 as a holiday.
- D. Each unit member's paid holidays will be based on his/her daily rate of pay for the total number of annual base run hours worked per week.

## ARTICLE VI

### SHORT TERM LEAVE

#### A. Sick Leave

- 1. Full-time unit members shall be allowed one (1) paid sick leave day for each month worked (September through June) and may accumulate a maximum of 175 unused sick leave days.
- 2. Part-time unit members shall be allowed three quarters (3/4) of a paid sick leave day for each month worked (September through June) and may accumulate a maximum of 175 unused sick leave days.
- 3. No unit member may use more than three (3) paid sick leave days per year for family illness.
- 4. Any employee who is employed by the District for regular summer employment shall be entitled to use his/her accumulated sick leave if necessary.

5. All employees shall receive an annual report of accrued leave on or before October First of each school year.
6. A certificate from a physician may be required of any employee using four (4) or more consecutive work days and a certificate from the school physician shall be required of any employee using eight (8) or more consecutive work days.

**B. Bereavement Leave**

A unit member shall be allowed a maximum of three (3) paid bereavement leave days in any year. Paid bereavement leave may be taken in the event of the death of one or more of the following: spouse, parent, parent-in-law, son, daughter, sister, brother, grandparent, grandchild, or any other relative who is domiciled in the unit member's home.

**C. Personal Leave**

1. Full-time unit members shall be allowed two (2) personal leave days per school year.
2. Part-time unit members shall be allowed one (1) personal leave day per school year.
3. Personal leave may be taken solely from the unit member's annual base run. Personal leave days may be used solely for business which cannot be conducted other than at the time of the unit member's annual base run. Appendix A is a copy of the personal leave form to be completed by unit members requesting personal leave.
4. Unused personal leave will be added to accumulated sick leave days.

**D. Sick Leave Bank**

1. Eligibility
  - 1.1 Each member of the bargaining unit who accumulates sick leave may join the sick leave bank at his/her option, provided, however, that the member has been employed for at least two years and has accumulated no less than fifteen days.
  - 1.2 No member will be required to participate.

1.3 A member may withdraw from the Bank at any time; however, he/she forfeits any unused days already deposited in the Sick Leave Bank.

2. Sources of Sick Leave Bank Deposits

2.1 Initially, each member desiring to join the Sick Leave Bank may contribute either one or two days from his/her regular sick leave. Since a maximum of fifty days can be placed in the Sick Leave Bank, should more than twenty-five members wish to participate in the Bank, the original days deposited will be adjusted accordingly.

2.2 After the Sick Leave Bank is placed in operation, members will be admitted only once during the school year in the month of September. Each new member joining after the initial year will be required to match the number of days deposited by the individual charter member's initial deposit.

2.3 The number of days remaining on deposit in the Sick Leave Bank shall be carried from one school year to the next. In the event the total number of days on deposit drops to a number below twenty-five, members will be required to contribute the number of days necessary to maintain a maximum of fifty days in the Sick Leave Bank.

3. Administration of the Bank

3.1 Determination of eligibility for use shall be determined by a Sick Leave Bank Board consisting of two members elected from the Association participants in the Bank and two members from the District. This Board for good cause shown and without discrimination may accept or reject any member's application for use of Sick Leave Bank days. The decision of the Board is final.

4. Use of Days from the Sick Leave Bank

4.1 Deposited Sick Leave Bank days may be used for major illness or injury only after the member has exhausted all his/her days of regular accumulated sick leave and only for personal use.

- 4.2 Applications for the use of the Sick Leave Bank should be submitted to a member of the Sick Leave Bank Board as soon as the need is apparent.
- 4.3 Members may draw up to twenty days from the Bank in one year. If, after the twenty days are used, the member is in need of more days, he/she may reapply to the Sick Leave Bank Board, which may extend more days and the amount of days in the extension.
- 4.4 The combined Sick Leave Bank membership may use a maximum of fifty days in one school year.

## ARTICLE VII

### HEALTH INSURANCE

- A. Unit members who work six or more hours per day, four or more days per week, between September and June of each year, shall be deemed full-time unit members for the purposes of this Article. Unit members who work four or more hours per day, but less than six hours per day, at least four days per week, between September and June of each year, shall be deemed part-time employees for purposes of this Article.
- B. Only full-time and part-time unit members as defined by this Article shall receive a health insurance plan provided by the District.
- C. The District shall contribute 90% of the health insurance premium cost for full-time unit members and 75% of the premium cost for part-time unit members. The unit members will pay the 10% and 25% respectively through payroll deduction.

Effective March 15, 2003, all newly hired unit members shall only be permitted to participate in an HMO health insurance plan at the contribution percentages set forth above. The indemnity plan shall not be available to any unit member hired after March 15, 2003.

- D. The District shall not contribute to the health insurance premium cost of unit members hired on or after July 1, 1993 unless and until the unit member has been employed for sixty consecutive (excluding summer) days.

## **ARTICLE VIII**

### **OTHER VOLUNTARY DEDUCTIONS**

Voluntary payroll deductions from unit members' paychecks will be made for credit unions, IRS Section 125 flexible spending plan and tax sheltered annuities.

## **ARTICLE IX**

### **EXTRA TRIPS**

- A. Drivers will be paid for all duty time on extra trips.
- B. Effective March 15, 2003, the extra trip meal allowance will be \$10.00 per meal, every five (5) hours, not to exceed three (3) meals in any given 24 hour period. Lodging will be paid by the District where the trip requires the unit member to be away from home overnight.
- C. Any unit member assigned a bus run on a weekend (sports, parades, etc.) and who does not receive timely notice of at least one hour that such run has been canceled, shall receive one hour pay at their regular rate of pay, for each occurrence.

**ARTICLE X**  
**COMPENSATION**

**Bus Drivers**

<u>Step</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	10.50	11.50	12.00
2	10.75	11.75	12.25
3	11.01	12.01	12.51
4	11.27	12.27	12.77
5	11.54	12.54	13.04
6	11.82	12.82	13.32
7	12.11	13.11	13.61
8	12.41	13.41	13.91
9	12.73	13.73	14.23
10	13.05	14.05	14.55
11	13.42	14.42	14.92
12	14.16	15.16	15.66

**Bus Attendants**

<u>Step</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	6.99	7.21	7.43
2	7.19	7.43	7.65
3	7.40	7.64	7.87
4	7.62	7.87	8.10
5	7.85	8.10	8.34
6	8.07	8.34	8.59
7	8.31	8.58	8.84
8	8.55	8.83	9.09
9	8.80	9.08	9.36
10	9.06	9.35	9.63
11	9.33	9.63	9.92
12	9.95	10.27	10.58

1. For unit members hired prior to July 1, 1993: Employees hired between January 1 and June 30 shall be advanced incrementally on the following January 1. Employees hired between July 1 and December 31 shall be advanced incrementally on the following July 1.

2. For unit members hired on or after July 1, 1993. Employees hired on or after July 1, 1993, shall move incrementally on their anniversary date, which is the date of first hire as described in Article 2.A.
3. Longevity. Unit members shall receive longevity increments of 10 cents per hour at the tenth and fifteenth years of continuous service, and 15 cents per hour at the 20<sup>th</sup> year of continuous service until July 1, 1997. Thereafter, employees will receive longevity increments of 10 cents per hour at the 15<sup>th</sup> year of continuous service and 15 cents per hour at the 20<sup>th</sup> year of continuous service.
4. Effective March 15, 2003, in addition to the time necessary to complete his/her annual base run, a driver will receive one hour per day to complete for pre and post checks as required by regulation and other administrative duties. Drivers will be paid for actual time worked for fueling and washing buses, however, the District will determine when a bus shall be washed. Attendants shall receive one-half hour per day, in addition to the time necessary to complete his/her annual base run, for cleaning buses.
5. Attendants shall be reimbursed for the cost of obtaining fingerprints for the purpose of District employment, if any, upon completion of one full year of District service.

## ARTICLE XI

### OTHER ITEMS

#### A. Personnel File

1. Employees shall have the right, upon request, to review and have copies of the contents of their personnel files, except references or materials from a confidential source, and to have an Association representative present during such review. Such review is to be at the convenience of the employee and the administration office staff.
2. An employee should be afforded the opportunity to review any material before it is placed in that employee's personnel file. The employee shall acknowledge that such review has taken place by affixing his/her signature and date thereto, such signature shall not indicate agreement with the contents of the material. The employee shall be supplied a copy of the material and be afforded the right to

respond to said material. Any such response will be attached to the material and placed in the employee's personnel file.

**B. Labor Management Committee**

A labor-management committee, comprised of six members, three selected from employees covered by this agreement and three selected by the District, shall be created. The committee shall meet on a bi-monthly basis at a time scheduled by mutual agreement between the District and the Association. An agenda for the meeting will be proposed at least one week before the scheduled meeting. It is understood that no meeting will be held if there are no agenda items.

**C. License Reimbursement**

The District will pay the difference between the fee for a class D license and a commercial driver's license upon re-licensure following hire. For example: hired in September, license expires in December and District will pay the difference at that time. If you are currently employed, the District will pay the difference the next time you renew.

**D. School Closings**

If school is closed or delayed due to inclement weather, and an employee reports to work prior to notification (i.e., the District decides to close or delay school after the time that the employee is scheduled to report to and begin work), the employee may elect either to leave work or to work for one hour. If the employee decides to work for one hour, the employee shall receive one hour of pay.



**ARTICLE XII**

**AGREEMENT TERM**

This Agreement shall remain in effect for the period July 1, 2002 through June 30, 2005.

**GLOVERSVILLE ENLARGED  
CITY SCHOOL DISTRICT**

**GLOVERSVILLE SCHOOL  
TRANSPORTATION ASSOCIATION**

By: Betsy Smet  
President, Board of Education

By: George P. Wad  
President