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Union: **Clyde-Savannah Transportation Employees Organization (TEO)**

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Bus
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NYS PUBLIC EMPLOYMENT RELATIONS BOA.
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CONCILIATION

COLLECTIVE AGREEMENT

by and between

the

CLYDE-SAVANNAH CENTRAL SCHOOL

DISTRICT

and

CLYDE-SAVANNAH CENTRAL SCHOOL

TRANSPORTATION EMPLOYEES ORGANIZATION

(T.E.O.)

of

CLYDE-SAVANNAH CENTRAL SCHOOL

DISTRICT

JULY 1, 2002 to JUNE 30, 2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 - RECOGNITION

SECTION 1. The Transportation Employees Organization hereby recognizes that the Board of Education, under law, has the final responsibility for establishing policies for the school district.

SECTION 2. Pursuant to Article 14 of the State Civil Service Law, this agreement entered into by the Chief School Administrator of the Clyde-Savannah Central School District (hereinafter referred to as the "Employer") and the Transportation Employees Organization (hereinafter referred to as "T.E.O.") hereby agree to negotiate terms and conditions of employment.

SECTION 3. The Board of Education hereby recognizes the T.E.O. as the official and exclusive negotiation agent for all bus drivers, bus monitors, and bus mechanics. Upon request of the Superintendent of Schools, the T.E.O. shall submit to the Board of Education by December 1, of each succeeding year, a notarized list of paid members of the organization. The Board of Education agrees not to negotiate with any other organization covering the above mentioned positions for the duration of this agreement.

SECTION 4. It is further recognized that transportation employees have the right to join, or refrain from joining, the T.E.O. or any other organization. Membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee. Substitutes will not be covered under this contract.

SECTION 5. The T.E.O. affirms that it does not assert the right to strike, to assist or participate in a strike, or impose the obligation to conduct, assist, or participate in a strike pursuant to Section 207 (3) (b) of the Public Employees Fair Employment Act.

SECTION 6. The Organization shall be extended the privilege to post notices concerning Union business on bulletin boards maintained on the premises and facilities of the School District, provided they are first communicated with the Chief School Administrator. Organization meetings shall be scheduled as to not conflict with work duties and responsibilities of the Organization members. Any employee scheduled to work at the time

of an Organization meeting shall not be allowed to leave his/her work to attend such meeting, except in the case of voting. Application for the use of facilities shall be made to the Superintendent of Schools or his/her designee.

SECTION 7. The District will advise the Union of the new job classifications that shall be placed within the bargaining unit.

**ARTICLE 2
PROCEDURES FOR CONDUCTING NEGOTIATIONS**

SECTION 1. OPENING NEGOTIATIONS: After January 15, upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date, time and place shall be set; not more than fifteen (15) days following such request. All issues proposed for discussion shall be submitted in writing and total in content by the T.E.O. to the Board of Education or its delegated representatives at the first meeting. The Board of Education shall submit in writing to the T.E.O. additional issues upon which it wishes to negotiate within twenty-one (21) days following the first meeting. The second meeting and all necessary subsequent meetings shall be called at a time, date and place mutually agreed upon by the parties.

SECTION 2. NEGOTIATION TEAMS: The Board of Education or designated representative(s) of the Board of Education will meet with representatives designated by the T.E.O. for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification by the T.E.O. and the Superintendent of Schools, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and work compromises in the course of negotiations.

SECTION 3. NEGOTIATION PROCEDURES: All meetings may not exceed three (3) hours in length and will be held at a mutually agreed upon time and location between both parties.

SECTION 4. NON-DISCRIMINATION:
A. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed or national origin.

- B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. The T.E.O. recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- D. All references to "days" in this agreement shall mean calendar days except where specified as working days.

SECTION 5. EXCHANGE OF INFORMATION: Both parties shall furnish each other, upon reasonable request, all available information of public record pertinent to the issue(s) under consideration.

SECTION 6. CONSULTANTS: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

SECTION 7. RESOLVING DIFFERENCES: In the event that an agreement is not concluded by the impasse date as set by law, either party may request the State Public Employment Relations Board to assist the parties to reach an agreement.

SECTION 8. CONTRACT DISTRIBUTION: Upon completion of a ratified contract the Clyde-Savannah Central School District will furnish within sixty (60) days three copies of the completed agreement to the Transportation Employees Organization.

ARTICLE 3 AREAS FOR DISCUSSION AND AGREEMENT

SECTION 1. The Chief School Administrator and the T.E.O. hereby agree that any and all agreements so negotiated shall apply to all T.E.O. employees, as herein defined, employed by the Clyde-Savannah Central School regardless of membership or lack thereof in the Transportation Employees Organization. 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 the agreement.

**ARTICLE 4
DEFINITIONS**

SECTION 1. EMPLOYEE DEFINITIONS

- A. FULL TIME EMPLOYEE: A full time employee is defined as an employee who works forty (40) hours per week for fifty two (52) weeks (2080 hours per year) including vacation.
- B. REGULAR EMPLOYEE: A person, appointed by the Board of Education, who works daily but less than eight (8) hours per day. The work year for regular employees may vary to include summer work.
- C. REGULAR BUS DRIVER: A person who is assigned to a route which is driven every day that the District provides pupil transportation including summer work.
- D. For future new hires who have mixed job duties that cross District bargaining units, membership in the TEO will depend upon where the majority of the new employee's hours are spent. For example, a custodian who spends 3 hours bus driving and 5 hours cleaning district facilities would be considered a member of the CSEA bargaining unit. This means that for calculation of vacation and other benefits that particular employee would base such benefits on the CSEA contract and their CSEA rate of pay. This sub part D is subject to approval by the TEO, CSEA, and the District.

SECTION 2. BUS TRIP DEFINITIONS:

- A. IN-DISTRICT: A regular scheduled and regularly assigned round trip from the bus garage to the student's home to an educational site located in the District.
- B. OUT-OF-DISTRICT: A regularly scheduled and

regularly assigned round trip from the bus garage to a pick-up point to an educational site located outside the District. These runs are subject to change depending on student availability and or needs of the District.

- C. SUMMER RUNS: Summer runs are defined as daily regularly scheduled round-trip runs necessary to transport students to summer educational or recreational programs. Summer runs will be assigned as specified in Article 21, Section 2.A. Drivers and monitors assigned to summer runs will be paid at their individual hourly rates.
- D. CONTRACTED RUNS: Contracted runs are defined as those runs provided for an outside group or agency under the provisions of a signed contract. Contracted round-trip runs that are scheduled daily for an entire school year will be assigned in the same manner as trips defined in clauses A. or B. above. Such contracted runs will be paid at the individual's regular hourly rate unless otherwise specified in the contract. In no instance will the driver of a contracted run be paid less than the extra trip rate (effective July 1, 1996).
- E. One-to-One Runs. Any bus driver and/or monitor hired exclusively for the transportation and/or supervision of one student to and from an educational site. The bus driver and/or monitor will be contracted for the hours set forth by the Transportation Supervisor or as indicated in the job posting for a school year from September until June. In the event that the student does not attend school on a given day, and the run is cancelled, the bus driver and/or monitor will be paid two hours work and may be assigned related duties by the Transportation Supervisor for the two-hour period. In the event that the bus run is cancelled due to hazardous conditions, the bus driver and/or monitor will not be paid. If any time the bus run is cancelled and the bus driver and/or monitor has received at least a two hour notice, the bus driver and/or monitor will not be paid. If the student will be out of school for an extended period of time, the bus driver and/or monitor will not be paid until the student resumes their normal school schedule.

If the student moves from the district during the period contracted between September and June, the position shall be considered cancelled. These one-on-one positions must be re-evaluated and re-negotiated for each upcoming school year.

- F. In-district runs and/or contracted summer runs. the run is yours as long as it is there or you vacate the run, at your regular rate of pay.

SECTION 3. EARNED CREDIT: This term refers to the amount of fringe benefit credit earned by a full time employee covered under this agreement. A full time employee receives 100% of the fringe benefits provided under this agreement or one (1) earned credit. A part time employee receives a pro rata share of an earned credit based on the number of hours the employee works annually from July 01 to June 30 of each school year (effective July 01, 1995). Accrued pro-rated benefits from the previous fiscal year employment shall be available as a benefit and applied to the current fiscal year employment. Example: A bus driver working 4 hours per day for 180 days accumulates 720 hours for the year. Therefore, the formula for calculating the fringe benefits for the driver would be $720/2080 = 34.6\%$ of an earned credit. In this case the driver would receive 34.6% of the fringe benefits provided under this agreement. Any employee presently earning more than the credit calculated by this formula would continue to receive credit at their present rate.

**ARTICLE 5
CIVIL SERVICE CLASSIFICATION and
NEWLY EMPLOYED PERSONNEL AND REASSIGNMENTS**

SECTION 1. JOB CLASSIFICATION. Any job classification that is competitive by exam, the employee should be on the eligible list or must make arrangement within one calendar year to take the exam.

SECTION 2. NEWLY EMPLOYED PERSONNEL AND REASSIGNMENTS.

- A. Any position vacated by any member of the T.E.O. group by (a) lawful discharge, (b) voluntarily quit and/or (c) retirement will be considered a closed position until the position is announced open by the Board of Education. The Clerk of the Board of Education will notify, in writing, the T.E.O. Such notification will contain specific information such as: building where opening exists, whether day or evening job, and who to

contact for application information. It will be the responsibility of the T.E.O. to post the information. If the vacancy occurs during July and August, it will be the responsibility of the T.E.O. to notify any employees of their immediate department.

- B. The Transportation Supervisor and the Assistant Superintendent for Business reserve the right to consider factors other than seniority in the assignment of drivers and monitors. Such factors would be, although not limited to, past performance, the ability to discipline pupils, specialized training and/or competencies needed for certain runs, etc. These assignments will be done in the best interests of the programs of the District.
- C. All new employees will be placed on a probationary status of six (6) months. An employee has no seniority until the completion of the probationary period when the employee acquires seniority from his/her date of hire into the bargaining unit. No issue concerning the discipline, layoff, or termination of a probationary employee will be subject to the grievance procedures.
- D. If the District initiates the transfer of an employee to a new position, the employee shall not lose seniority in the previous position salary or any other benefit.
- E. Except for emergency situations, the administration shall notify affected employees of transfers or changes in job description at least fourteen (14) days prior to implementing the transfer or changes.
- F. TEO members employed prior to January 1 of any given school year will receive a negotiated pay raise on the next July. Unit members employed on January 1 or after in any given year will remain at the rate until the next succeeding July after the unit members first year of service has been completed.

SECTION 3. CONTRACTED SERVICES.

In the event the District opts to contract for services now provided by the Clyde-Savannah Transportation Employees Organization, the District will notify the affected employees at least thirty (30) days prior to the date the contract begins.

**ARTICLE 6
LEGISLATIVE ACTION**

SECTION 1. 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.

**ARTICLE 7
GRIEVANCE PROCEDURE**

SECTION 1. PURPOSE: It is the policy of the Board of Education and the T.E.O. Unit that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. This stage must be initiated within twenty (20) working days when the employee first knew or should have known of the alleged violation of the agreement. Both parties recognize that the procedure is available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in later grievance proceedings.

SECTION 2. DEFINITIONS

- A. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An employee is any person in the Unit covered by this agreement.
- C. An aggrieved party is the employee who submits a grievance.
- D. For purposes of the Grievance Procedure, the "immediate supervisor" shall be the Transportation Supervisor for all members.

The T.E.O. President and the Superintendent of Schools will mutually determine the appropriate "immediate supervisor" prior to the initiation of a formal grievance.

SECTION 3. The T.E.O. shall notify the Clyde-Savannah Central School District in writing as to those individuals designated by the T.E.O. to represent employees in grievances and/or

disciplinary action. This list will be updated as changes occur. A T.E.O. representative shall have the right to observe the progress of any grievance from the second stage through final decision. No provision of this agreement shall be interpreted to require the T.E.O. to represent any employee at any stage of the grievance if the T.E.O. considers the grievance to be without merit or in contradiction to any law, policy or regulation.

SECTION 4. STEPS OF GRIEVANCE PROCEDURE

STAGE 1. The aggrieved employee shall orally and informally discuss the grievance with his/her immediate supervisor. the immediate supervisor will answer the employee within three (3) working days. If the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate supervisor. Within five (5) working days after the written grievance is presented to him/her, the supervisor shall render a decision thereon in writing and present it to the employee and the Transportation Employees Organization (effective upon ratification).

STAGE 2. If the aggrieved party is unsatisfied with the results of STAGE ONE, within two (2) working days after determination has been made at STAGE ONE, a written request of the grievance is to be filed with the Superintendent of Schools; the written statement setting forth the specific nature of the grievance. Within five (5) working days, the Superintendent of Schools will hold an informal hearing with the aggrieved party and the immediate supervisor present. The parties will present oral and written statements supporting their position in the case. The Superintendent of Schools shall thereafter, within five (5) working days after the informal hearing, render a written decision.

STAGE 3. If the grievance remains unresolved following the written decision of the Superintendent of Schools in charge, the aggrieved employee must, within two (2) working days of the final determination of the Superintendent of Schools, submit in written form a request for final review and determination of the Board of Education. All written statements and records of the case will be submitted to the Clerk of the Board.

The Board of Education will review the grievance at the next regular scheduled Board meeting in a hearing form and shall render its decision within thirty (30) working days after the hearing.

The decision of the Board of Education will be final and binding.

**ARTICLE 8
WORK DAY AND WORK WEEK**

SECTION 1. Normal work week is forty (40) hours. The normal work week for bus drivers, bus monitors and mechanics shall be Monday through Friday.

SECTION 2. Wages for all hours worked in excess of forty (40) hours in any week by any employee, Monday through Saturday noon, shall be computed at the rate of time and one-half the regular hourly rate of pay.

SECTION 3. Any and all changes and/or modifications to an employees normal work day and/or work week will be discussed in advance with the Union.

SECTION 4. Bus drivers and monitors will be paid for 180 Days of service from September through June.

**ARTICLE 9
DEDUCTIONS**

SECTION 1. Unit members may join the Wayne County Teacher's Credit Union and shall, upon filing proper authorization, be afforded such deductions from their pay.

**ARTICLE 10
PAY PERIOD**

SECTION 1. All employees covered hereunder shall be paid in full every other Friday in accordance with the annual payroll schedule.

SECTION 2. IDENTIFICATION OF PAY PERIOD. Pay periods and hours will be shown on pay checks of hourly employees.

SECTION 3. PAY PERIOD: Dependent changes are to be made on W-4 forms on September 1st and January 1st. It is necessary that this form be in the Clerk's office five (5) days prior to first payroll in September or January.

SECTION 4. DEDUCTION: No deductions from payroll check,

other than Health Insurance Plan, United Fund, Credit Union, New York State Retirement and payroll deductions mandated by law. In the event of an overpayment by the District to an employee, no deductions or readjustments to a paycheck will be made until a mutual agreement of a payback between the parties is reached. If no agreement is reached within thirty (30) days, the remainder of amount owed would be deducted by a pro-rated basis for the remainder of the fiscal school year.

ARTICLE 11 JURY DUTY

SECTION 1. All employees (see ARTICLE 4 for definition) who are requested to serve on jury duty, the following will apply:

- A. To the extent permitted by law, the school district will deduct an amount equal to the compensation earned as a member of a jury from the employee's daily wage.

ARTICLE 12 SEPARATION FROM EMPLOYMENT

SECTION 1. Upon quitting, the employer shall pay all money due to the employee on the pay day following notice of employee quitting. The employee shall notify his immediate supervisor in writing, two (2) calendar weeks prior to his leaving.

SECTION 2. Upon separation from employment, the employee shall return to his immediate supervisor all school property in his possession as assigned to him in substantially the same condition as when received; reasonable wear and tear expected or pay the fair and reasonable value thereof.

SECTION 3. All competitive class employees shall be afforded the protection by section 75 of the Civil Service Law. Those employees in a noncompetitive class or laboring class with one or more years of service to the Board of Education shall not be dismissed or otherwise terminated without ten (10) days written notice stating reasons for dismissal or other termination.

SECTION 4. Seniority in that position in the job class shall be defined as the length of continuous service, as stated in Article 5 Section 2D. After one year of not driving or monitoring, employee will go back to starting rate of pay.

SECTION 5. If the Clyde-Savannah Central School District initiates a transfer of a transportation employee to another job title outside of the Transportation Employee Department, the transfer will not exceed a six (6) month period of time. After a six (6) month period of time, if the employee does not return to his/her position in the Transportation Department, he/she will lose his/her acquired seniority for that school year. Bus driving runs will not be held for any period of time longer than six (6) months.

**ARTICLE 13
CALL BACK**

SECTION 1. All employees who are called back to work by their immediate supervisor for extra emergency work shall be compensated a minimum of two (2) hours and shall be paid at the rate of time and one-half for hours in excess of the 40 hour work week.

SECTION 2. For extra-curricular activities, drivers and chaperones who are members of the T.E.O. unit and who are scheduled for duty will be notified by two o'clock (2:00) p.m. of the afternoon of the activity if their services are not needed. Except in situations beyond the control of the District, employees not notified by two o'clock (2:00) p.m. will be compensated for two (2) hours work.

**ARTICLE 14
PERSONAL LEAVE**

SECTION 1. All twelve (12) month employees shall be entitled to four (4) days of personal leave per year. All ten (10) month and school year employees shall be entitled to three (3) days of personal leave per year. In the context of personal leave, a "day" is defined as the number of hours the individual normally works.

These absences are allowable without loss of compensation or deduction from accumulated sick leave or vacation credit. However, each such absence must be approved by the immediate supervisor and administrator in charge. Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least two (2) days notice of

his/her request, setting forth the reasons for such request and the number of days absence requested. No more than 10% of the T.E.O. employees will be allowed personal leave on one given work day.

SECTION 2. An employee's request for time off for personal business will be granted without loss of pay upon the approval of the administrator where the reason for absence is beyond the control of the individual and cannot readily be scheduled after regular school hours. As a basis for uniformity of the various administrators and supervisors, the reasons for granting personal leave may include, but are not limited to:

- A. Legal business
- B. To attend funeral of person in the immediate family, relative, close friend, a funeral out of town
- C. Car accident and subsequent related business
- D. Emergencies such as serious malfunction of home equipment requiring personal attention while being serviced: e.g., oil burner pump on heating plant
- E. Physical for military service or service connected disability.

SECTION 3. Unused personal leave days will be added to an employees sick leave accumulation.

**ARTICLE 15
SICK LEAVE AND EMPLOYEES PHYSICAL EXAMINATION**

SECTION 1. All full time employees (see ARTICLE 4 for definition) shall be entitled to twelve (12) days of sick leave per year, accumulative to one hundred eighty (180) days.

SECTION 2. All part-time employees (see ARTICLE 4 for definition) shall be entitled to sick leave benefits on an earned credit basis.

SECTION 3. Effective January 01, 1996

- A. Up to five (5) days of personal illness days per school year may be used for family illness. Family illness as used herein shall mean mother, father, spouse, or child.

- B. In meritorious cases, the Superintendent or his designee will approve leaves for full pay. An illustrative, but not exhaustive list of meritorious cases is: Household or family emergencies, sickness in the immediate family, death of a member of the household, or member of the immediate family, birth of a child, or grandchild.

SECTION 4. A doctor's certificate of physical fitness is required after absence of five (5) or more days due to personal illness.

SECTION 5. For each day of absence, over and above the sick leave herein provided, the deduction from the employee's salary shall be as follows:

- A. 1/200 for ten (10) month of employee's salary or hourly daily average if on hourly salary
- B. 1/240 for twelve (12) months of employee's salary or hourly daily average if on hourly salary.

SECTION 6. EMPLOYEE'S PHYSICAL EXAMINATION. All employees of the T.E.O. who are required to have annual physical examinations are to use the services of the school district physician. The cost of the physical examination will be paid by the Board of Education.

ARTICLE 16 MATERNITY LEAVE

SECTION 1. Maternity Leave is available upon the following terms:

- A. Written notice of request for maternity leave is to be delivered to the immediate supervisor as soon as practicable after pregnancy is discovered; such request shall include the employee's estimated or intended date for commencement of such leave and the employee's requested date for return to work.
- B. The time of commencement of maternity leave shall be determined by the employee and her physician.
- C. An employee may request up to twelve (12) months leave for pregnancy. If additional leave is

required, request should be made by the 9th month. At its discretion the Board may grant one (1) year child care leave subsequent to maternity leave.

- D. Unused days of sick leave shall be paid for that portion of maternity leave described as the period of medical disability connected with or resulting from her pregnancy as determined by a certificate from her physician.
- E. Prior to returning to her duties, an employee who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full time assignment. Such employee shall be entitled to return to a position in this school system comparable to the one she held prior to going on leave and shall not, in the event that she exercises her right to return at the end of such leave, lose any retirement benefits or other emoluments of value which she would have received if she had not taken such leave.

ARTICLE 17

HEALTH INSURANCE

SECTION 1. All full time employees (see Article 4 for definition) shall be entitled to enroll in the Blue Cross/Blue Shield Traditional Plan or one of the Blue Point (HMO) plans offered by the District. Such enrollment is to be governed by Section 3 (below)

SECTION 2. All part-time employees (see ARTICLE 4 for definition) shall be entitled to Health Insurance benefits on an earned credit basis.

SECTION 3. Upon written request by an employee who desires insurance coverage the Board shall make available to said employee the Blue Cross/Blue Shield Traditional plan or one of the Blue Point (HMO) plans.

- A. For those employees currently enrolled in the health insurance program, who began employment in the District prior to July 01, 1978, the District will contribute 100% of the full premium cost for single coverage or 90% of the full premium cost of a family coverage.
- B. For those employees currently enrolled in the health

insurance program who began employment on or after July 01, 1978, the District will contribute 95% of the full premium cost for single coverage or 85% of the full premium cost for family coverage prorated according to ARTICLE 4, SECTION 3.

- C. For all other employees the District will contribute 90% of the full premium cost for single coverage and 80% of the full premium cost for family coverage prorated according to ARTICLE 4, SECTION 3.

SECTION 4. HEALTH INSURANCE FOR RETIRED EMPLOYEES.

- A. Those employees who began employment in the District prior to June 30, 1978, will receive full health insurance benefits upon retirement. Those employees who began working on or after September 01, 1978, must work in the District for twenty (20) years and retire from employment in our District to be eligible for this benefit.
- B. Employees who began employment in the District on or after July 01, 1978, who retire with at least ten (10) years but less than twenty (20) years of continuous service to the District may continue their medical coverage under the District plan provided the employee pays the full cost of the premium.

SECTION 5. HEALTH INSURANCE FOR SPOUSES OF DECEASED EMPLOYEES. Spouses of deceased employees may continue their medical coverage under the district plan provided the spouse pays the full cost of the premium.

ARTICLE 18
VACATION

SECTION 1. Vacation for all full time employees (see ARTICLE 4 for definition) of continuous employment with pay of the Clyde-Savannah Central School District effective July 01, 1974.

- A.
- 1 - 2 years of completed service - 5 days (1 week)
 - 3 - 5 years of completed service - 10 days (2 weeks)
 - 6 - 9 years of completed service - 12 days
 - 10 - 20 years of completed service - 15 days (3 weeks)
 - 21 years of completed service - 20 days (4 weeks)

B. New Employees Date of Appointment. On July 1st following the date of appointment, a formula will be used to prorate the number of vacation days earned during the time from date of employment until the July 1st.

The maximum earned allowance of vacation days in the first 2 years of employment is five (5) days. For example an employee who is appointed on April 1st worked the months of April, May and June which is three (3) months. To determine how much vacation time has been earned on the July 1st following appointment, the number of months worked becomes the numerator and twelve (12) becomes the denominator, here 3/12 which is multiplied by five (5) days and the result is that this employee would have earned 1.25 vacation days on the July 1st following appointment.

Use of vacation. New Employees. The newly appointed fulltime employee (see article 4 Section 1 for definitions) must wait until the July 1st of the calendar year after appointment to actually use their vacation days. Newly hired employees may use their vacation time which has been earned on a prorated basis after the July 1st of his/her first year of employment. For example if an employee were hired on April 1, 2002, that employee would have to his or her credit 1.25 vacation days.

SECTION 2. Vacation period is to be scheduled mutually by employee and immediate supervisor and approved by administrator in charge.

SECTION 3. If the nature of an employee's position necessitates employing a substitute, then the employee must schedule vacations when students are not in attendance. Employees whose positions do not require substitutes, may schedule mutually acceptable vacation periods with their immediate supervisor.

Exceptions may be granted by the Assistant Superintendent for Business on a case by case basis. Such decisions are not grievable or subject to the grievance procedure.

SECTION 4. Employees may request an approval to defer a maximum of 5 vacation days from one school year to the next. If the vacation days carried over are not utilized within the current year, the employee will not be allowed to defer any further days.

**ARTICLE 19
HOLIDAYS**

SECTION 1. All full time employees covered hereunder shall be entitled to the following holidays.

SECTION 2. All full time employees will be paid at the base hourly rate for the following holidays only when such holidays come on a week day (Monday, Tuesday, Wednesday, Thursday, Friday).

If any of the holidays listed below fall on a Saturday or Sunday and are nationally observed on a Friday or Monday and the regular school day is not in session, the employee will be compensated for the holidays at the base hourly rate.

1. New Year's Day and the previous day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Day and the previous day
11. Veteran's Day
12. President's Day (when school is not in session)

SECTION 3. If school is closed for the purpose of inclement weather, health epidemic, utility shortage or other reasons out of normal practice, all twelve month employees are to be on duty.

SECTION 4. During the school year vacation period, all twelve (12) month employees are to report to work unless his/her supervisor has approved a paid leave. Non-emergency unpaid leave time may be taken only with the approval of the immediate supervisor and the Assistant Superintendent for Business.

Unpaid leave time may be taken only with the approval of the immediate supervisor and the Assistant Superintendent for Business (Effective upon ratification).

**ARTICLE 20
RETIREMENT BENEFITS**

SECTION 1. Effective as of July 01, 1974, T.E.O. employees who belong to the New York State Employee's Retirement System will

receive the benefit of the non-contributory improved "20 Year Career" Plan (Section 75-I).

SECTION 2. Effective July 01, 1974, T.E.O. employees who belong to the New York State Employee's Retirement System will receive the benefit of application of unused sick leave as additional service credit upon retirement. (Section 41-J). This applies if the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to 180 days and applied as additional service credit on a calendar day basis. For example: 90 days unused sick leave provides three (3) months additional service credit. This time may not be used to qualify a member for a benefit.

ARTICLE 21
DAILY OPERATIONAL ISSUES

SECTION 1. PERSONNEL FILES

- A. No derogatory information or documents related to an employees job performance shall be placed in an employee's file without the employee's knowledge. All employees may examine their personnel files upon reasonable request during normal business hours and may obtain a copy.

SECTION 2. BUS DRIVERS AND BUS MONITORS

- A. The Transportation Supervisor and the Assistant Superintendent for Business reserve the right to consider factors other than seniority in the assignment of drivers and monitors. Such factors would be, although not limited to, past performance, the ability to discipline pupils, specialized training and/or competencies needed for certain runs, etc. These assignments will be done in the best interests of the programs of the District
- B. A driver or monitor who has been voluntarily transferred shall be placed on a sixty (60) day probationary status. If in the opinion of the Assistant Superintendent for Business in consultation with the Transportation Supervisor the placement is inappropriate, the driver shall be reassigned to the driver's previous position or an equivalent position. The driver shall not lose accrued seniority as a

consequence of the probationary status.

- C. No driver or monitor will be denied permanent assignment to a bus run because the driver at the time of the assignment lacks the training in special areas such as, but not limited to, sign language, CPR, or first aid. In the event a driver or monitor does not acquire the specialized training required on certain bus runs within the time frame specified by the Transportation Supervisor the driver's assignment to the run may be deemed inappropriate in accordance with clause B above.
- D. All bus runs for extra curricular activities shall be driven by bus drivers.
- E. Bus drivers required to attend 2-hour refresher programs will be paid drivers' regular rate of pay up to a maximum of 8 hours per year. Bus monitors who are not part-time bus drivers will be paid \$10.50 to attend required training sessions.
- F. When bus drivers or monitors are called in to Superintendent Conference Days that are held other than the normal work day and at the request of the Superintendent of Schools, they shall be compensated at their regular rate of pay for time spent.
- G. All bus drivers will receive a \$25.00 uniform allowance per year.
- H. All field trips, athletic trips, and late trips will be assigned on a seniority rotational order to those drivers who have signed up in September for these trips for the year. For a driver to be placed on the rotational order for these trips, they must be hired as a regular bus driver and have driven regularly for two (2) full consecutive school years or obtain an in-district bus run. If a driver is hired to in-district run after September 1, they may sign up on the rotation list at that time.
- I. Bus drivers and monitors shall be paid for two hours work when runs are canceled and may be assigned related duties for the two (2) hour time period. This provision will not apply when the driver received at least two (2) hours notice or when the cancellation was caused by hazardous weather conditions.

- J. New drivers will be paid sixty (60) dollars upon completion of the twenty hour mandated safety course.
- K. In case of a breakdown for reasons beyond the control of the driver, causing the bus to be late, the driver and monitor shall be compensated at the current rate being paid for full time spent once it exceeds one-half hour late.
- L. A driver will be paid a maximum of fifteen (15) dollars per incident when called as a witness to assist in the prosecution of an offender who is being tried for a violation of the traffic laws involving a Clyde-Savannah school bus.
- M. The District shall assume the cost of mandated fingerprinting.
- N. The District shall assume the cost of mandated state drug testing, and pay the employee one hour at regular rate of pay.
- O. The Transportation Supervisor may change the rotational order for drivers assigned to extra trips due to student management need.
- P. District pays difference for license fees for regular drivers.

SECTION 3. EVALUATIONS

- A. The Transportation Employees Organization and the Clyde-Savannah Central School District have mutually agreed upon the concept of evaluations for all staff employees on an annual basis. An evaluation form has been developed and approved by both parties. The Clyde-Savannah Central School District and the Transportation Employees Organization agree that job descriptions for the bus attendants, and mechanic's will be developed and implemented by September 1, 1997. Representatives of the TEO Executive Board and the District's designee will develop these job descriptions. To be included in the job description for bus drivers, the following items have already been agreed upon in negotiation between the District and the TEO:

- Bus Drivers must obey all laws and all directions
-

from the Commissioner of Education and of the Department of Transportation covering the operation of school buses.

- Bus Drivers must report at least 10 minutes prior to start time of any trip and enough time in bad weather to pre-check the bus completely to make sure that everything is in working order.
- Bus Drivers are required to put gas in their buses as needed and record necessary gas consumption.
- Bus Drivers are required to report any mechanical fault they notice on the buses from each trip in order that they may be repaired or a bus substituted if necessary for the next trip. Drivers are required to log mechanical failures on their daily report sheets.
- Bus Drivers must operate as closely to the schedule and on the route as set up by the Transportation Supervisor.
- Late Trip pay - 1 hour at the extra trip rate. (currently is already 1 hour, past practice - no additional cost to the District)
- Shuttle between Clyde and Savannah Elem. Schools - 1/2 pay at drivers regular earned rate. (currently is already 1/2 hour, past practice - no additional cost to the District)

**ARTICLE 22
STARTING SALARY 2002-2005**

	02-03	03-04	04-05
Auto Mechanic/Bus Driver	11.31	11.76	12.23
Bus Driver	11.31	11.76	12.23
School Bus Monitor	7.80	8.11	8.43
Bus Driver Extra Trips: including Field, Athletic, Late and Outside Group Trips	11.31	11.76	12.23

All TEO members will receive a raise as follows:

02-03 4%
03-04 4%
04-05 4%

**ARTICLE 23
EXTRA PAY**

SECTION 1. General

In the event that no teacher is available to fill the positions listed on Schedule B and Schedule C of the Faculty Association Contract, the President of the T.E.O. shall be advised of the vacancy prior to filling the position with a non-employee.

All employees shall be given equal opportunities and equal pay for performing chaperone services.

Section 2:

- A. Bus Drivers Extra Trips Regular Drivers District-\$11.31 rate per hour for 2002-2003; \$11.76 rate per hour for 2003-2004; \$12.23 rate per hour for 2004-2005
- B. An "extra trip" is any trip which is not regularly scheduled and regularly assigned, including, but not limited to, athletic trips, field trips, and occasional trips contracted with outside groups.

**ARTICLE 24
DURATION CLAUSE**

This agreement is the result of collective negotiations between the Board of Education and the Transportation Employees Organization of the Clyde-Savannah Central School District, which has been conducted under the requirements and directives of the Public Employee's Fair Employment Act (Taylor Law). The provisions of this agreement supersede all conflicting policy and directives of the Board of Education and may be changed only through mutual agreement of the Board of Education and the Transportation Employee's Organization of the Clyde-Savannah Central School District.

All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board of Education direction and control and shall not be the subject of negotiations until the commencement of negotiation for a successor to this agreement.

The agreement shall become effective as of July 01, 2002 and shall extend until June 30, 2005. It is agreed between the parties that any provision of this agreement requiring legislative

action to permit its implementation by amendment of law, or by providing additional funds thereof, shall not become effective until the appropriate legislative body has given its approval.

Clyde-Savannah
Central School

Clyde-Savannah
Trans. Employees Organization

By Paul R. Wayne
Chief School Administrator

By Betty Robinson
President of the
Trans. Employees Organization

Date 4/8/2002

Date April 8, 2002