



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Homer Central School District and Homer Central School Bus Drivers Association (2009)**

Employer Name: **Homer Central School District**

Union: **Homer Central School Bus Drivers Association**

Local:

Effective Date: **07/01/2009**

Expiration Date: **06/30/2012**

PERB ID Number: **5287**

Unit Size:

Number of Pages: **42**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AN AGREEMENT BETWEEN
THE HOMER CENTRAL SCHOOL
BUS DRIVERS' ASSOCIATION
AND
THE HOMER CENTRAL SCHOOL DISTRICT

JULY 1, 2009 – JUNE 30, 2012

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NUMBER
	PREAMBLE	3
I	APPLICABLE LAW	4
II	RECOGNITION	4
III	NEGOTIATION PROCEDURES	5
IV	VACANCIES & SENIORITY	6
V	EXCUSED ABSENCES, SNOW DAYS	7-10
VI	GRIEVANCE PROCEDURES	10-12
VII	DISCHARGE HEARING	12
VIII	RETIREMENT	13
IX	HEALTH INSURANCE	14-15
X	COMPENSATION	16
XI	JOB DESCRIPTION - BUS DRIVER	17-18
XII	TAYLOR LAW REQUIREMENTS	19
XIII	SAVINGS CLAUSE	19
XIV	MANAGEMENT RIGHTS	20
XV	ASSOCIATION RIGHTS	21
XVI	MISCELLANEOUS	22
XVII	DURATION	23
	APPENDIX A	24
	APPENDIX B	25
	APPENDIX C	26
	APPENDIX D	27

PREAMBLE

This Agreement entered into this 1st day of July, 2009 by and between the Superintendent of Schools of the Homer Central School District, hereinafter called the “Chief School Officer”, (C.S.O.), and the Homer Central School Bus Drivers’ Association, hereinafter called the “Association”.

WITNESSETH

Whereas, the “Chief School Officer”, and the “Association” recognize and declare that providing a safe and efficient transportation program for the children of Homer Central School is their mutual aim, and that the character of such program depends predominately upon the quality and morale of such transportation service and

Whereas, the “Chief School Officer” has statutory obligations, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the laws of 1967, Public Employees Fair Employment Act) to negotiate with the “Association” as representatives of the bus drivers in a non-instructional negotiating unit composed of all regularly assigned bus drivers, with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain agreements which they desire to confirm in this agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - APPLICABLE LAW

Section 1:

This Agreement shall be subject to all Federal, State and Local Laws and in the event any of the terms of this agreement shall not be in accordance with any of said Laws, only those terms which are not in conformance with said Law shall be void. The remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE II - RECOGNITION

Section 1:

In accordance with Article 14 of the Civil Service Law, the Homer Central School district hereby recognizes the Homer Central School Bus Drivers' Association, as sole and exclusive representative for all employees described in Section 3 of this Article for the purpose of collective negotiations and the settlement of grievances. The parties agree that except as provided in Section 208 of the Taylor Law the Bus Drivers' Association shall have this unchallenged representation until successfully challenged.

Section 2:

The Bus Drivers' Association affirms that it does not assert the right to strike against the employer; it shall not cause, instigate, encourage or condone a strike.

Section 3: Collective Bargaining Unit

All full time and long term substitute bus drivers of the Homer Central School District shall be covered under this Agreement.

A full time bus driver is one employed primarily to drive a regularly assigned route daily during the school year.

A long term substitute bus driver is one who is replacing a full time bus driver who is on leave of absence for the period of one school semester or more.

Long term substitute bus drivers where eligible will receive prorated benefits.

All other bus drivers, mechanics, dispatchers and other employees of the Homer Central School District are specifically excluded from this unit.

ARTICLE III - NEGOTIATION PROCEDURES

Section 1:

In order to negotiate with the “Chief School Officer”, the “Association” has established a Negotiation and Grievance Committee. This committee shall meet with a committee designated by the “C.S.O.” for the purpose of negotiating. While no final agreement shall be executed without ratification by the “Association” and the “C.S.O.”, the parties mutually pledge that their representatives will be “clothed” with the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

Section 2:

It is expressly understood and agreed upon by both parties that all negotiable subjects have been discussed during the negotiations leading to this Agreement, and negotiations will not be reopened on any matter whether contained herein or not during the life of this Agreement, unless mutually agreed upon.

Section 3:

Either party wishing to negotiate a new Agreement, shall so initiate his intention in writing on or before January 1, of the final year of the agreement. A meeting shall be held within thirty (30) days to establish ground rules for negotiation.

Section 4:

Any employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or take an active role in the activities of the “Association” without fear of coercion, reprisal or penalty from the employer, his agents, or fellow employees.

Section 5:

In the event that an impasse is reached, either party may request the State Public Employment Relations Board (P.E.R.B.) to appoint a fact finder. Such mediation and fact finding will be governed by the provisions of Section 209 of the Civil Service Law.

Section 6:

It is agreed by both parties that no items will be negotiated after the first of February other than those proposed prior to the date, unless mutually agreed upon.

ARTICLE IV - VACANCIES AND SENIORITY

Section 1:

As vacancies occur within bus driver unit positions, and the school district deems it necessary to fill such vacancies, a notice will be posted that the vacancy exists. The vacancy will be posted for a minimum of five (5) working days (working days mean Monday through Friday during the summer months when school is not in session, a copy of the notice will be mailed to the Association President one working day prior to the actual posting. The employer will not permanently fill the vacancy until after the posting period.

Section 2:

Where skill and ability (which includes a bus driver's ability to control the students on his/her bus) are equal, the most senior bus driver will be given preference in filling the vacancy. Where skill and ability are equal the current employee will be given preference over an "outside" applicant for the position.

Section 3:

For purposes of this section, seniority is defined as that continuous length of service commencing with the employee's last date of hire by the District as a full time regular bus driver. An employee going on an unpaid leave of absence will retain his/her previous seniority but will not accrue additional seniority while on unpaid leave status. Seniority does not apply to long term substitute bus drivers.

However, if a long term substitute bus driver is hired by the District on a full time basis and there is no employment break between service as a long term substitute and a full time bus driver, seniority will be retroactive to the date of original employment as a long term substitute driver.

Section 4:

Seniority within the District will be recognized in cases involving placement on the salary schedule and in the event of a reduction in staff.

Section 5:

Effective July 1, 1999, drivers will be limited to bidding on and holding no more than two "runs" daily. The Transportation Supervisor shall have sole authority to determine "runs."

ARTICLE V - EXCUSED ABSENCES, SNOW DAYS, AND PAID HOLIDAYS

Section 1: Illness (Personal or Family)

Full-time regular drivers will earn one and one half (1.5) day per month of employment for illness. However, no credit for illness shall have been deemed earned until the employee has satisfactorily completed one-half year of employment, and unless he/she has been on full pay status for at least fifty percent of the working days in the calendar month. Fifty percent of the working days in the calendar month shall not include the days during which accumulated sick leave is being used by the employee. When the employee has satisfactorily completed the necessary one-half year of employment, earned illness days will be retroactive to the initial date of continuous employment as a regular bus driver.

Unused illness days will be allowed to accumulate to a maximum of 265 days. Unused illness days will not accumulate from year to year for long term substitute bus drivers except where they are hired in accordance with IV, Section 3, second paragraph.

Proof of illness shall be provided by the employee if the number of days of absence exceeds five (5) days.

In the event a driver uses all of his/her sick leave for an extended illness, the District will allow employees to contribute unused sick days, to the employee in question. The District will have the responsibility for solicitation of contributions.

If an employee cannot meet the legal qualifications to continue as a school bus driver due to his/her failure to pass the necessary physical examinations and other requirements, a maximum of thirty (30) illness days may be used. If necessary, an employee may request a leave of absence, without pay, for the remainder of the school year.

Section 2: Personal Days

A. Two (2) days per year, non-cumulative shall be allowed for personal business without loss of salary. Personal days are not to be used to extend a holiday or a vacation.

Any unused days shall be credited to the employee's personal illness accumulation.

Written requests for the Director of Business and Finance's approval shall be submitted through the Director of Business and Finance seventy-two (72) hours in advance.

In case of emergency, the seventy-two (72) hours advance notice may be waived. The District will respond to the request in writing not later than twenty-four (24) hours in advance of the personal day, except in cases of emergency.

- B. Personal leave shall be used for events that can not be attended to other than during the normal work day. Personal leave shall not be used for social or recreational purposes, secondary employment, hunting or fishing, or for litigation against the school district, its employees or the Board of Education or for conducting activities on behalf of the Association, its affiliates or any other organization. Further, there is an explicit understanding that personal leave shall not be used to create a holiday or vacation period. No member in any other negotiating unit shall receive any compensation in any other form other than regular salary during the time of the personal leave day.
- C. An employee making a request for personal leave seventy-two (72) hours in advance shall not be required to state a reason except for a day immediately before or after a holiday or vacation period. An employee making a request for personal leave because of an emergency may be required to give a reason, in which case the seventy-two (72) hours notice requirement may be waived.

Section 3: Death in Family

Each employee shall be allowed a maximum of five (5) days of absence with full pay each year for each incident of death in family. The intent of this clause is to recognize the need for bereavement time for death of members of the immediate family and those who are like immediate family members because of social and/or emotional bonds.

Section 4: Pregnancy Notification - Paternity Leave

A pregnant employee shall notify her immediate supervisor as early as possible but not less than 120 days before the anticipated delivery date.

Upon application of an employee, a leave of absence without pay for child rearing may be granted for up to two years. The commencement and termination of the leave will be mutually agreed upon between the Director of Business and Finance and the employee. The beginning and return date for such leave shall be set so that insofar as possible the continuity of the educational program shall not be disrupted.

Section 5: Jury Duty

In the event an employee is called for jury service, he shall be excused from work for each such day on which he serves or reports to serve. The employee shall be paid the difference between his base jury fee (exclusive of travel allowance) and the daily wage he would ordinarily receive as an employee of the school district, unless the jury time served is not part of the employee's normal work day. In the event that an employee is able to perform regularly scheduled duties, he shall expect to do so and shall be fully compensated without reference to the above computation for concurrent jury service.

Section 6: Quarantine

Each employee shall be allowed full pay during a period of quarantine established by legally constituted health authorities.

Section 7: Other Absences

The supervisor of an employee is empowered to consider any other request for an absence on the merit of each individual case. Supervisor must gain approval of the Director of Business and Finance.

An employee may request a leave of absence due to circumstances beyond control, hardship, etc. The leave requested would be without pay and be submitted to the Director of Business and Finance in ample time for consideration. If the leave of absence is approved, the employee would not lose seniority and the rate of pay upon return would be the same step as when the bus driver commenced leave.

Section 8: Snow Days

Bus drivers will be paid for snow days. If the School District finds it necessary to make up such days, bus drivers will be committed to drive on the make up days without duplication of pay. All efforts will be made to determine school closings, due to inclement weather, prior to 6:00 a.m. Radio stations in the immediate area will be contacted for proper announcements. The Transportation Supervisor and “early drivers” should make a suitable arrangement for notification.

Delayed Opening

In the event that school opening is delayed due to inclement weather, bus drivers will be paid for the amount of time that the opening of school is delayed.

Section 9: Paid Holidays

The following are considered paid holidays for regular bus drivers:

Columbus Day

Veterans Day

Thanksgiving Days (2)

Christmas Day

New Year’s Day

Washington’s Birthday (unless school is in session)

Memorial Day

Dr. Martin Luther King, Jr. Birthday

If Washington’s Birthday falls on a day in which school is in session, an eighth paid holiday will be granted elsewhere on the school calendar.

In order to be eligible for paid holiday compensation, a bus driver must work on the last scheduled work day prior to and the first scheduled work day after the holiday. The only exception to the foregoing eligibility rule will be made in the event of a death in the family, approved personal day, or personal illness. Where an employee uses a personal illness day the District may require proof of illness in the form of a Doctor's statement. Failure to submit the proof, if requested, will result in the forfeiture of holiday compensation.

ARTICLE VI - GRIEVANCE PROCEDURES

Section 1: Definition of Grievances

The term grievance shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this Agreement.

Section 2: Procedure to be Followed

First Stage

- A. An employee of the unit who claims to have a grievance shall present his grievance to his supervisor, orally-verbally within five (5) working days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
- B. The supervisor or department head shall discuss the grievance with the employee and shall make such investigation as he deems appropriate.
- C. Within five (5) working days after presentation of the grievance to the supervisor, said supervisor shall make his decision and communicate the same, in writing, to the employee presenting the grievance, the Director of Business and Finance and to the President of the Bus Drivers' Association.

Section 3: Second Stage

- A. If the grievance is not resolved by the supervisor on the basis of the first stage, the Director of Business and Finance shall receive all records and reports relative to the grievance. The employee may request of the Director of Business and Finance a review of the determination made by the supervisor, the first stage of this procedure, in writing, within five (5) working days after the receipt of the said determination in the first stage of this procedure.
- B. The Director of Business and Finance will review the decision in the first stage of this procedure and make a determination within five (5) working days of the receipt of the request for a review. The "Association" has the right to present to the Director of Business and Finance, in writing, within five (5) working days after the receipt of the determination in the first stage of this procedure, a brief, outlining its views on the grievance.

ARTICLE VI Cont'd

Section 4:

Third Stage

- A. The employee and/or his representative may request, in writing, a hearing with the Superintendent of Schools to review the determination made in the first and second stages of this procedure. Said request must be submitted to the Superintendent of Schools within five (5) working days after the receipt of the determination made in the second stage of this procedure.
- B. The office of the Superintendent shall set a date for said hearing within five (5) working days of the receipt of the request and shall notify the appropriate individuals and the unit president of the Bus Drivers' Association of this date. The hearing shall take place within ten (10) working days of the receipt of this request. The Superintendent shall submit his finding upon such review to the employee and/or his representative within five (5) working days after the conclusion of said hearing. The Bus Drivers' Association has the right at the hearing to present orally or in writing a brief giving its view on the grievance.
- C. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

Section 5:

Fourth Stage - Arbitration

- A. After such hearing, if the employee and/or his representative are not satisfied with the decision at Stage 3, the employee and/or his representative may submit the grievance to arbitration by written notice to the Board of Education within twenty (20) days after the receipt of the determination by the Superintendent.
- B. Within ten (10) working days after such written notice of submission to arbitration, the Board of Education and the employee and/or his representative will agree upon a mutually acceptable arbitrator competent in the area of grievance. If parties cannot agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

ARTICLE VI Cont'd

- C. The selected arbitrator will hear the matter promptly and will issue his decision not later than fifteen (15) calendar days from the date of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact and conclusions of the issue.
- D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The cost of any such arbitration shall be borne equally by the Board of Education and the Bus Drivers' Association. The Board and the Association shall bear the expense of their own representative witnesses and any other expenses that may incur, individually.

ARTICLE VII - DISCHARGE HEARING

Any dispute with respect to the discharge of a noncompetitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.

Before the Superintendent makes a recommendation to discharge to the Board of Education the affected employee will be provided with an opportunity to have a hearing before the Superintendent. The Superintendent will notify the employee in writing that he is considering terminating his or her services. The employee must request a hearing before the Superintendent within five (5) business days of receipt of the notice from the Superintendent. The employee may be represented at the hearing by a person or persons of his/her choice. The Superintendent will render a decision within fifteen (15) business days after the close of the hearing.

The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.

The provisions of this article shall not be subject in any way to the Grievance Procedure.

ARTICLE IX - HEALTH INSURANCE

Section 1:

Bus Drivers must be employed for a minimum of four hundred fifty (450) hours annually to be eligible for health and dental insurance plan membership.

Section 2:

The cost of this health insurance plan will be shared by the employee and the Board of Education.

The Board will pay ninety (90) percent of the cost for each employee requesting individual coverage and/or family coverage for employees hired prior to July 1, 1990.

For employees hired after July 1, 1990, the Board will pay eighty (80) percent of the cost for each employee requesting individual and/or family coverage.

For employees hired after July 1, 2005, the Board will pay seventy (70) percent of the cost for each employee requesting individual and/or family coverage. Effective July 1, 2010, for employees hired after July 1, 2005, the Board will pay seventy-five percent (75%) of the cost for each employee requesting individual and/or family coverage. Effective July 1, 2011, for employees hired after July 1, 2005, the Board will pay eighty percent (80%) of the cost for each employee requesting individual and/or family coverage.

Section 3:

Beginning July 1, 2010 or as soon thereafter as possible, the District shall provide a Three-tier prescription drug plan for the purchase of prescription drugs at a cost of \$5 for a thirty (30) day retail supply of Tier I drugs, \$15 for a thirty (30) day retail supply of Tier II drugs, and \$30 for a thirty (30) day retail supply of Tier III drugs. The District will offer a mail order program that includes a ninety (90) day supply of prescription drugs at a cost of ten dollars (\$10) for Tier I drugs, thirty dollars (\$30) for Tier II drugs and sixty dollars (\$60) for Tier III drugs.

Section 4:

The District shall have the right to select the insurance carrier as long as the schedule of benefits is generally equal to or better than the benefits contained in the current plan as of June 30, 1982. The District will consult with the Drivers if a change in Health Insurance carrier is being considered.

Section 5:

The District shall have the right to provide a schedule of benefits which is generally equal to or better than the benefits contained in the current health plan through a program of self-funding.

Section 6:

Bus drivers may participate in the District Dental Insurance plan during the term of this agreement. Drivers will pay sixty-five percent (65%) of the annual premium for coverage if they elect to participate.

Section 7:

Bus drivers who retire from service with the District, who have at least ten (10) years of continuous service, shall be eligible for crediting unused sick leave towards continuing health insurance premiums. Such credit shall be calculated at the rate of \$35 each unused personal illness day accumulated.

Such credit will be applied until exhausted towards the employee's share of continuing health insurance premiums. Two hundred thirty-five days (235) is established as the maximum sick day accumulation allowed.

Section 8:

The district will continue an employee's Health Insurance for 60 (sixty) days at the above costs if terminated under the drug and alcohol testing program of the district.

ARTICLE X - COMPENSATION

Section 1:

Salary Schedule - See Appendix A
Salary Schedule Placement - See Appendix B
Extra Trip Rates - See Appendix C

Section 2:

Changes in the transportation system will require discussion by both parties for developing salary schedules. If the School District changes its transportation system from double tripping to single tripping, the parties will reopen negotiations for salary schedule purposes.

Section 3: Salary

Hourly rates will be determined through placement of drivers on the agreed to salary schedule. (Appendix B) The parties agree that drivers will not receive an increase in their hourly rate after June 30, 2012 unless such raise is included in a successor agreement.

Section 4: Prior Experience Credit

Prior experience credit for step placement purposes may be given when experience is of a directly related nature (school bus driving).

Section 5: Step Placement for Prior Driving Experience in District

If a regular bus driver is employed prior to February 1, he/she will be credited with a full year of driving experience for step purposes. If the regular bus driver is employed after February 1, he/she receives no experience for step placement and remains on step 1 during the following school year.

Section 6:

- A. Driver salaries shall be computed on the basis of 193 days per year. If it is necessary to make deductions for illegal absences from work, the deduction will be at the rate of 1/193 of the annual rate period.

- B. Bus drivers who are assigned BOCES Occupational and Special Education, St. Mary's, Campus School, and other special routes shall be deducted at the rate of 1/193 per day for the number of days run less than the regular daily runs.

Example: If the last regular daily run is on Wednesday, June 22, and the last day for the BOCES Occupational Education route is on Thursday, June 16, there would be a deduction made of 4/193 from the BOCES Occupational Education run.

Section 7:

Effective July 1, 2010, the District shall provide unit members having family coverage an annual stipend of \$250 and those having individual coverage an annual stipend of \$150.

ARTICLE XI - JOB DESCRIPTION BUS DRIVER

Section 1: General Statement of Duties

Operates a school bus and performs a variety of minor maintenance tasks in connection with such operations; does related work as required.

Distinguishing Features of the Class:

This is routine work calling for services of a skilled operator, work involves considerable responsibility for safety of children passengers. The work is performed under general supervision of a Bus Supervisor, Automotive Mechanic or School Official.

Examples of Work: (Illustrative only)

Operates a school bus on a regular schedule and/or on special occasions.

Instructs children on safety practices when entering or leaving bus.

Required to conduct at least three (3) emergency fire drills each school year in accordance with education law.

Maintains orderly conduct of children on bus.

Reports major discipline problems to school officials.

Required to prepare daily reports as prescribed by D.O.T.

Required to prepare annual reports on assigned routes as prescribed by Educational Law.

Required Knowledge, Skills and Abilities:

Good knowledge of the operation of a bus, good knowledge of safety practices; traffic laws, and traffic regulations, ability to understand and follow simple oral and written directions, mechanical aptitude; industry, dependability; good physical condition.

Acceptable Experience and Training:

Two years of experience in the operation of automotive equipment, or any equivalent combination of experience and training. Attendance at a training school for bus drivers and the successful completion of all instructions.

ARTICLE XI Cont'd

Special Requirements for Acceptance of Application

Must be at least twenty-one (21) years of age and possess a valid Class B with a P-endorsement operator's license issued by the New York State Department of Motor Vehicles.

Must be certified, to drive annually, by a qualified physician.

Section 2: Medical Examinations

The District agrees to assume all medical costs associated with meeting physical examination requirements for licensing unit members.

Section 3: CDL Licenses

The District agrees to reimburse drivers for fees charged by New York State for obtaining and renewing CDL licenses.

ARTICLE XII - TAYLOR LAW REQUIREMENTS

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 THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIII - SAVINGS CLAUSE

Section 1:

In the event that any term or provision of this Agreement shall be determined or declared by any court or statute to be null, void or inoperative, such term or provision of this Agreement shall thereafter not continue in effect.

Section 2:

If a determination or declaration is made, the parties to this Agreement shall convene for the purposes of determining a satisfactory replacement for such terms or provisions here-of as may have been declared null, void or inoperative.

Section 3:

A new Agreement on the term or provision shall be in accordance with Article III.

ARTICLE XIV - MANAGEMENT RIGHTS

Section 1:

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; and to discharge employees; to hire, layoff, assign, transfer, and promote employees, to maintain efficiency of employees, to determine the number of teaching and non-teaching staff; to make assignments, to introduce new or improved methods, techniques, and programs; to evaluate employees and to determine the method of evaluation; to establish busing procedures and requirements, to determine the number and duties of employees; to consolidate programs, and to make reasonable rules and regulations pertaining to employees covered by this Agreement.

Section 2:

It is the intention of the parties that all of the rights, powers, prerogatives, and authority that the District had prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this Agreement, the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Homer Central School Bus Drivers' Association.

Section 3:

In the exercise of such rights above, the management of the District shall comply with the provisions of this Agreement.

ARTICLE XV - ASSOCIATION RIGHTS

Section 1:

The local Association may use school facilities to conduct meetings and for related purposes provided that a prior request on district forms for the use of such space is made in advance and such meetings do not interfere with regular District programs.

Section 2:

The agenda for each official Board meeting shall be transmitted to the Association President as soon as it is distributed.

Section 3:

The official minutes of the Board meetings shall be transmitted to the Association President following approval there-of by the Board.

Section 4:

The Association may use a reasonable amount of bulletin board space as designated by the District in each school building.

Section 5:

The Association will be allowed to use up to three (3) days each year release time to be scheduled in either full day or half day blocks. The Association will pay the employee's regular salary and benefits for the time he or she is away from the job on release time. The District will absorb the cost of a substitute if one is hired to fill in for the employee who is absent on release time.

Section 6:

The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the association, an agency fee in the amount equivalent to the unified dues of the association and to promptly transmit the sums so deducted to the Association.

Deduction of this agency fee provided for by the above shall be made consistent with the dues deduction schedule of this agreement, beginning in July and ending in June of each school year,

or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

ARTICLE XVI - MISCELLANEOUS

Section 1: Perfect Attendance

Drivers who have perfect attendance from July 1 - June 30 during any of the three years of this agreement shall receive an additional \$75 in salary for that year. It is agreed that absences for up to two days for death in family and personal day absence due to court subpoena/jury duty will not count against the employee for perfect attendance qualification.

Section 2: Complaint Procedure

- A. Should a complaint regarding a unit member be made to any member of the Administration by a parent, student or other person which may influence an evaluation of a unit member, the immediate supervisor shall meet with the unit member to apprise the unit member of the full nature of the complaint and they shall attempt to resolve the matter informally. At that meeting the unit member shall have the right to be represented by the Association. In the event such complaint is unresolved, the unit member may request a conference with the complaint. If a complaint is not resolved at that level, a request may be made to the Director of Business and Finance to meet with all concerned parties.
- B. This section shall not waive any rights of either party to pursue such complaint in accordance with other sections of this contract and the applicable law.

Section 3: Drug/Alcohol Testing

The District and the Association recognize the primary purpose of the Omnibus Transportation Employee Testing Act of 1991 as providing safe and secure transportation for students. The parties also recognize the value of the District employees who provide that transportation in Homer.

The Association recognizes the right of the District to establish an alcohol and drug testing program to help prevent accidents and injuries in compliance with Department of Transportation Regulations and pursuant to the Omnibus Transportation Employee Testing Act of 1991.

The Association agrees that drivers who violate District regulations will be subject to disciplinary action as determined by the District as contained in District procedures dated April 25, 1995 which document shall be attached to this contract. (Appendix D)

ARTICLE XVII - DURATION

Section 1:

The articles of this Agreement shall be in effect from July 1, 2009 through June 30, 2012.

Section 2:

Both parties agree that from July 1, 2009 through June 30, 2012, there will be no negotiations to amend the financial arrangements of this agreement.

Section 3:

Even though formal negotiations are excluded under the terms of Articles XVII, Section 2, both parties declare that they are ready and willing to discuss informally any matter that is of mutual concern, and to take appropriate action when both parties are agreeable.

Section 4:

If either party wishes to amend this Agreement at its conclusion, notice shall be given on or before January 1, 2012.

Section 5:

This agreement shall be executed in duplicate, and each party hereto shall have a copy, either or both of which shall be considered an "Original".

President
Homer Central School
Bus Drivers' Association

Douglas B. Larison, Superintendent
Homer Central School District

Chairperson
Homer Central School Bus Drivers'
Association

Scott Ochs, President
Board of Education

Dated: _____

Appendix A
HIRING SCHEDULE

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
1	\$ 12.50	\$ 14.00	\$ 14.75
2	\$ 12.75	\$ 14.25	\$ 15.00
3	\$ 13.00	\$ 14.50	\$ 15.25
4	\$ 13.25	\$ 14.75	\$ 15.50
5	\$ 13.50	\$ 15.00	\$ 15.75
6	\$ 13.75	\$ 15.25	\$ 16.00
7	\$ 14.00	\$ 15.50	\$ 16.25
8	\$ 14.25	\$ 15.75	\$ 16.50
9	\$ 14.50	\$ 16.00	\$ 16.75
10	\$ 14.75	\$ 16.25	\$ 17.00
11	\$ 15.00	\$ 16.50	\$ 17.25
12	\$ 15.25	\$ 16.75	\$ 17.50
13	\$ 15.50	\$ 17.00	\$ 17.75
14	\$ 15.75	\$ 17.25	\$ 18.00

Appendix B

DRIVER SALARY STEP PLACEMENT

Driver	2009-10 Hourly Rate	2010-11 Hourly Rate	2011-12 Hourly Rate
ALDRICH, JAMES R	\$12.50	\$ 14.00	\$ 14.75
AUSTIN, RANDY	\$13.50	\$ 14.25	\$ 15.00
BROWN, MELVIN H	\$16.80	\$ 17.55	\$ 18.30
BRUSH, BILLI D	\$16.80	\$ 17.55	\$ 18.30
CONGER, LISA	\$12.50	\$ 14.00	\$ 14.75
CONKLIN, JULIE	\$12.50	\$ 14.00	\$ 14.75
COWLING, PETER A	\$12.50	\$ 14.00	\$ 14.75
DAWSON, CARLTON J	\$20.70	\$ 21.45	\$ 22.20
DELIA, JEFFREY L	\$15.85	\$ 16.60	\$ 17.35
DEXTER, RONALD A	\$18.45	\$ 19.20	\$ 19.95
DIX, RONALD W	\$16.80	\$ 17.55	\$ 18.30
FINSTERWALDER, ED	\$13.30	\$ 14.05	\$ 14.80
FORBES, REBECCA L	\$14.95	\$ 15.70	\$ 16.45
GRAVES, EDWARD L	\$13.75	\$ 14.50	\$ 15.25
JENNEY, DEAN E	\$12.50	\$ 14.00	\$ 14.75
JONES, DAVID H	\$14.35	\$ 15.10	\$ 15.85
KILMER, SUSAN J	\$15.55	\$ 16.30	\$ 17.05
LYON, VIRGINIA A	\$21.45	\$ 22.20	\$ 22.95
METZGAR, ROBERT M	\$12.50	\$ 14.00	\$ 14.75
MORGAN SR, KENNETH L	\$12.50	\$ 14.00	\$ 14.75
MULEUCIS, ONNAJEAN	\$12.85	\$ 14.00	\$ 14.75
OLLEY, JAMES G	\$13.10	\$ 14.00	\$ 14.75
ORTIZ, ISMAEL	\$13.10	\$ 14.00	\$ 14.75
PHILLIPS, ROBERT H	\$25.47	\$ 26.22	\$ 26.97
PHILLIPS, ROSEMARY	\$12.95	\$ 14.00	\$ 14.75
ROBBINS, KEVIN J	\$20.70	\$ 21.45	\$ 22.20
RUEB, KONRAD	\$18.45	\$ 19.20	\$ 19.95
SEAMANS, GERRY F	\$17.70	\$ 18.45	\$ 19.20
STONE, MARION R	\$21.35	\$ 22.10	\$ 22.85
VANMARTER, ROBERT F	\$18.45	\$ 19.20	\$ 19.95
VIEOU, ERIN M	\$12.50	\$ 14.00	\$ 14.75
YAPLE, PATRICIA A	\$20.70	\$ 21.45	\$ 22.20

The District and Drivers' Association agree that a driver's hourly rate will not increase after June 30, 2012, unless a successor agreement is enacted.

Appendix C

SUPPLEMENTAL PAY

Section 1: Extra Trip Rate

Extra Trips assigned to bus drivers will be paid at the following rates:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
One hour or less	\$16.35/hr.	\$16.70/hr.	\$17.05/hr.
One hour or more	\$12.35/hr.	\$12.70/hr.	\$13.05/hr.

However, the District and the affected bus driver may agree upon a special per diem payment in lieu of the extra trip rates. The discussion and the rate agreed upon in lieu of the extra trip rate will not be subject to the grievance and arbitration procedure.

Section 2:

“Extra trips” refers to interscholastic trips, field trips, cultural events, band, choir, and other extra class activities which are not considered part of the drivers’ regular assignment.

Section 3: Mandated Safety Training

When a bus driver is required to attend and does attend a State mandated two-hour safety training program he/she will be paid an hourly rate equivalent to the hourly rate in Section 1 Extra Trip Rate. Regular bus drivers who complete the State required two-hour school will be paid as follows:

<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
\$12.35/hr.	\$12.70/hr.	\$13.05/hr.

Section 4: Job Site Runs

Job Site runs will be paid at the driver’s regular hourly rate during this contract. Should there be a vacancy in a job site run, the rate of pay shall be:

<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
\$14.85/hr.	\$15.10/hr.	\$15.45/hr.

Section 5: Safe Driver Patch

The Homer Central School District will provide a safe driver patch for each school year of this agreement that a driver has no chargeable accidents or traffic tickets, while operating a Homer Central School vehicle. The District will also provide \$100 for the salary incentive, which will expire on June 30, 2012.

The Homer Central School District will pay \$60 towards the purchase of a jacket for each bus driver during the term of this agreement. Jacket style is to be determined by a majority vote of the drivers.

Appendix D

DRUG AND ALCOHOL POLICY - SEE ATTACHED