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Union: **School Bus Drier/Attendants of Canaseraga**

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BUS/7936

CONTRACTUAL AGREEMENT

**THE BOARD OF EDUCATION
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

And

**THE SCHOOL BUS DRIVERS/BUS ATTENDANTS OF
CANASERAGA
CANASERAGA CENTRAL SCHOOL
CANASERAGA, NEW YORK**

**6/30/ - 7/1
2007-2008
2008-2009
2009-2010**

RECEIVED 11/30/09

TABLE OF CONTENTS

ARTICLE I	GENERAL PROVISIONS
ARTICLE II	WORKING HOURS
ARTICLE III	SALARY
ARTICLE IV	CONFERENCES, WORKSHOPS, REQUIRED COURSES
ARTICLE V	SENIORITY
ARTICLE VI	OVERTIME
ARTICLE VII	SNOW/EMERGENCY CLOSINGS
ARTICLE VIII	LEAVE AND VACATION BENEFITS
ARTICLE IX	HEALTH INSURANCE BENEFITS
ARTICLE X	TRANSFERS AND PROMOTIONS
ARTICLE XI	RETIREMENT
ARTICLE XII	OTHER LEAVES OF ABSENCE
ARTICLE XIII	GRIEVANCE PROCEDURE
ARTICLE XIV	SAVING CLAUSE
ARTICLE XV	TAYLOR LAW S 204
ARTICLE XVI	LAW
ARTICLE XVII	PERSONNEL FILES
ARTICLE XVIII	LENGTH OF AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.

The School Bus Drivers/Attendants group affirms it does not assert the right to strike against the employer, and it shall not cause, instigate, encourage, or condone a strike.

Section 2.

A School Bus Drivers/Attendant may bring matters of personal concern to the attention of the Superintendent of Schools in accordance with applicable laws and rules, and may choose his own representatives or appear alone in a grievance or appeal preceding.

Section 3.

The Board of Education shall have the customary and usual rights, powers and function to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the school district.

Section 4.

The Board of Education shall negotiate collectively and in good faith with the School Bus Drivers/Attendants in the determination of salaries and the terms and conditions of employment.

ARTICLE II

WORKING HOURS

Working hours in effect with this agreement will be continued for the duration of the agreement. When necessary, however, hours may be changed by the administration when educational conditions warrant.

<u>Route</u>	<u>A.M. /P.M.</u>	<u>Paid</u>
Route 1 Birdsall	As needed	4.0 hours
Route 2 Swain	As needed	3.0 hours
Route 3 Burns	As needed	4.0 hours
Route 4 Ossian	As needed	4.0 hours
BOCES Run	As needed	4.0 hours
Special Needs Run	As needed	4.0 hours
Special Trips	As needed	Variable
Bus Attendant	As needed	Variable

Each driver shall also be responsible for maintaining the basic cleanliness of the bus, and shall devote 15 minutes, prior to initiation of the bus run, to a thorough inspection of the bus. Daily cleaning shall include sweeping and washing the bus, as well as removing all garbage. The inspection shall include the following: service and hand brakes, lights, emergency exits, wipers, tires, gauges, horn, mirrors, special equipment. Monthly, drivers shall be responsible for dusting, cleaning windows and washing the exterior with a scrub brush.

ARTICLE III

SALARY

Section 1.

Bus drivers and attendants who are employed by the district during the 2007 - 2010 school years will be guided by the following salary schedule:

<u>Position</u>	<u>2007-008</u>	<u>2008-09</u>	<u>2009-2010</u>
	3.5%	3.5%	3.5%
Bus Driver (Reg. run)	\$18.04	\$18.67	\$19.32
Bus Driver (Spec. run)	\$14.69	\$15.20	\$15.74
Bus Driver (Substitute)	\$13.67	\$14.15	\$14.64
Bus Attendant	\$ 8.10	\$ 8.38	\$ 8.67

Newly-employed bus attendants shall be hired at the prevailing minimum wage, as defined by New York State Department of Labor.

Section 2.

Definitions:

- a. Regular Bus Run: A round-trip that occurs on a daily basis, established to provide regular transportation for students to/from their home/school.
- b. Special Bus Run: A round-trip that occurs on a less-than daily basis, established for field trips, sporting events, or other school-sponsored activities.
- c. Full-time Bus Driver: Bus driver employed for both a morning and afternoon regular bus run each day school is in session during the normal school year.
- d. Substitute Bus Driver: Bus driver hired to perform duties on a per-run basis. All hourly wages for Substitute Bus Drivers, whether for a regular or special run, shall be at the Substitute Driver rate.
- e. Bus Attendant: One who attends to a child with a disabling condition on a bus.

Section 3. Meal Allowance

A meal allowance of eight (8) dollars per meal will be available to a driver who, while performing duties, is not in Canaseraga between 12:00-1:00 p.m or 6:00-7:00 pm

Section 4. CDL License

Upon proof of renewal for the CDL License all bus drivers will be compensated for the cost difference between the CDL fee and a standard driver's license fee.

ARTICLE IV

CONFERENCES, WORKSHOPS, REQUIRED COURSES

Expenses of any member of the School Bus Drivers/Attendants staff attending a conference or workshop, or required courses, which have been approved by the Board of Education, will be paid by the school district.

ARTICLE V

SENIORITY

Section 1.

Seniority is defined as the length of continuous service with the employer. Continuous service includes only those periods when an employee is on the employer's payroll and those periods when an employee is: absent from layoff; unable to perform the duties of position by reason of a disability resulting from occupational injury or disease; such other periods of service if any, as the Civil Service Law requires to be treated as part of the employee's continuous service. For layoff purposes, the employee with the least seniority as a bus driver shall be the first to be laid off.

Section 2.

Subject to the applicable provisions of the Civil Service Law, an employee loses seniority only when one or more of the following occur: the employee submits a resignation; the employee is discharged; he/she refuses a recall; the employee retires.

Section 3.

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment by the appointing or hiring officer.

ARTICLE VI

OVERTIME

Section 1.

All transportation employees shall receive overtime at the rate of 1 and ½ times his hourly rate for all hours worked in excess of forty (40) hours per week. The employee(s) shall have the right to work his or her complete shift. An employee's normal work shift shall not be changed if it has the effect of avoiding payment of overtime compensation. The normal workweek of all employees shall be Monday through Friday of each week. For purposes of overtime calculations, the week shall commence on Sunday and end on Saturday.

Section 2.

Paid holidays, sick leave and personal days shall be considered as days worked for the computation of overtime.

Section 3.

All available special bus runs shall be distributed on a rotational basis among those employees normally performing the duties in question. Preference shall be given to full-time bus drivers, with any available trips then offered to substitute drivers. Any employee brought back to perform services on a callback basis shall be paid for not less than two hours of overtime work.

ARTICLE VII

SNOW AND EMERGENCY

Full-time bus drivers will receive two (2) hours pay in the event school is closed for snow or other emergencies.

ARTICLE VIII

LEAVE AND VACATION BENEFITS

Section 1. Sick Leave.

School bus drivers shall earn 12 sick days per year. Sick days may be accumulated to a maximum of one hundred eighty (180) days, and may be used for either personal illness or illness in the employee's immediate family.

Bus attendants shall be entitled to ten (10) sick days per year up to a maximum of 90.

All employees are guaranteed that they will not lose more than one day's pay for one day's absence.

Section 2. Personal Days

Each driver will be allowed three (3) days for personal business each year. This may be accumulated as a sick day if not used during the year.

The bus attendant will be allowed one and a half (1 ½) days for personal business each year. This may be accumulated as a sick day if not used during the year.

Section 3. Bereavement Leave

Each driver will be allowed three (3) consecutive days of leave per death without loss of pay, sick time, or personal days for death of an immediate family member. The immediate family shall be defined as mother, father, mother-in-law, father-in-law, child, sister, brother, wife, husband, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, or other members of the family living in the same home of the employee.

Section 4. Holidays

Bus drivers will receive thirteen (13) paid holidays per year at the hourly rate for their specific workday:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Columbus Day
7. Veterans Day
8. The day before and after Thanksgiving
9. Thanksgiving Day
10. The day before or after Christmas
11. Christmas Day

Bus attendants shall receive five (5) paid holidays per year at the hourly rate for their specific workday:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Thanksgiving
5. Christmas

In the event any of the above holidays fall on a Saturday, then the Friday immediately preceding shall be extended to the staff as a day off from work.

In the event any of the above holidays fall on a Sunday, then the Monday immediately following shall be extended to the staff as a day off from work. Whenever school is in session, it is, of course, understood that all personnel shall report to work.

ARTICLE IX

HEALTH INSURANCE BENEFITS

Section 1. Health Insurance

Health insurance shall be made available to full-time bus drivers. Full-time bus drivers may elect health insurance coverage under the school's health insurance plan during the following school year. The District will pay for 80% premium for an individual or family plan. Continued employment as a regular driver is also required; otherwise, this benefit is terminated.

Section 2. Payment in Lieu of Health Insurance

An employee eligible for health care coverage who elects not to participate in "the Plan" shall receive an annual payment of one thousand eight hundred dollars (\$1,800.00) in lieu of Health Insurance subject to the following conditions:

- (a) The employee must complete a waiver of health care coverage form provided by the District.
- (b) An employee who terminates services before the end of the school year shall have their annual payment prorated.
- (c) An employee must initially elect in June of each year whether they will participate in this option for the following year.
- (d) An employee who elects to either participate in this option or reenter "the Plan" after July 1 of each year shall have their annual payment prorated.
- (e) An employee who elects this option will be paid in a separate check along with the employee's final paycheck for the year.

Section 3.

In the event a person's employment is permanently terminated, the District will no longer pay the cost for health insurance for that person.

Section 4.

At the time of retirement, a School Bus Driver with twenty-five (25) years of full-time service in the district and one hundred thirty (130) days of accumulated sick leave will be entitled to a single policy of the Health Insurance carried by the district for a period of ten (10) years or ending upon the death of the single policy holder.

Section 5. Flex Plan

The District shall initiate an IRS 125 Plan (Flexible Spending Account Plan) for the duration of the contract. The District shall contribute three hundred dollars (\$300.00) per year into the Plan for all full-time drivers. The District shall contribute two-hundred dollars (\$200) per year for all Bus Attendants.

Section 6. Optical/Dental Plan

Full-time members of this unit may participate in the Teachers' Association optical/dental plan upon consent of the Canaseraga Teachers' Association.

ARTICLE X

TRANSFERS AND PROMOTIONS

Section 1.

Transfers within the district may be made when: (1) requested by the employee or (2) the need of the school district requires a transfer. The employer agrees to provide employees within the unit with notice of vacancies occurring and shall give the employees an opportunity to apply for such vacancies.

Section 2.

Individuals transferring from one department to another will be placed on the salary step for the new job classification that is the closest to the wage that they would have received if they had remained in their previous position.

ARTICLE XI

RETIREMENT

All School Bus Drivers shall receive retirement benefits pursuant to Section 75-G and Section 41-J of New York State Employees Retirement System.

Non-Contributory Career Plan (Section 75-G) (Tier 1 and 2)

Members are not required to contribute. Minimum retirement age is 55. When a member retires with 25 or more years of service, the retirement allowance is ½ FAS for the first 25 years of service plus 1/60th of FAS for each year of service over 25 years. (Members with fewer than 25 years of service retire under the provisions of Section 75-e).

Application of Unused Sick Leave as Additional Service Credit Upon Retirement
(Section 41-j)

This applies if the earning and accumulation of sick leave were (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 is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

ARTICLE XII

OTHER LEAVES OF ABSENCE

Section 1.

School Bus Drivers shall be granted a leave of absence without pay for the purpose of caring for a newly-acquired child. A maximum leave for this purpose shall be two years.

Section 2. Court Duty Leave

Employees subpoenaed as witnesses or jurors will be paid the difference between the fees received with no loss of accumulated sick leave.

Section 3. Workers' Compensation

The Board of Education provides Workers' Compensation Insurance for all school personnel. Any employee injured while on duty as an employee of the Canaseraga Central School is herewith directed to file an accident report to the Board of Education Office within three (3) days. Proper forms are available in the Board of Education Office and in the Office of the Superintendent of Schools.

When the Board of Education is reimbursed by the Workers' Compensation Insurance carrier for remunerating employees under the sick leave policy of the Board of Education, the employee will receive credit for loss in sick leave. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from Workers' Compensation Insurance carrier by the employee's daily rate of compensation.

Section 4. Military Leave

Any full-time employee entering military service from Canaseraga Central School system shall upon return be given full credit on salary schedule equivalent to the years spend in military service.

Any accumulative sick leave and seniority earned prior to entering the service shall be credited upon return. At the conclusion of the military service, the Board shall return the employee to the same or reasonably comparable position. Provisions 1 and 2 under Military Leave shall also apply to short term duty in any branch of the military service.

Section 5. Other Leaves of Absence Without Pay

Subject to the approval of the Board of Education, an employee may be permitted to take a leave of absence for sickness, business or other reason for up to one (1) year, the same to be without pay and the same to be without accrual of benefits during the time of such absence. Senior shall not be accrued during the period of unpaid leave.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1.

A grievance may be filed by an employee with regard to the application or interpretation of this agreement in accordance with the following procedure, and must be filed within five (5) working days from the time of the alleged occurrence. A grievance not so filed will be determined to have been waived.

Section 2. Procedure:

- (a) Oral or written presentation by the aggrieved to his or her immediate supervisor to be answered within three (3) working days.
- (b) Written presentation to the school Superintendent. The presentation will include the name and position of the aggrieved party, the violation of the labor agreement by Article and Section number, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or condition, and a general statement of the nature of the grievance, and redress sought by the aggrieved party to be answered within five (5) working days.
- (c) Written presentation by the aggrieved with the same provision so stated in part (b) to the Superintendent to be answered in five (5) working days.
- (d) Hearing before Board of Education with the same provisions as stated in part (b). To be answered within ten (10) working days after the hearing.

In each of the above steps, upon receipt of an answer, the aggrieved will advise the Board of Education or Administration within five (5) working days if he or she wishes to refer the grievance to the next successive step. Any grievance not so referred will be considered closed.

Section 3. Arbitration.

In the event the grievance is unresolved after being processed through all of the above steps of the grievance procedure, then not later than thirty (30) calendar days after the procedures in Section 3 of this Article are complete, the Employee or the Employer may submit the grievance to arbitration by requisition from the Public Employment Relations Board a list of seven (7) arbitrators, from which the Employer and the Employee shall select an arbitrator by striking names alternatively until one (1) remains who shall be designated the arbitrator for the grievance in question. A flip of a coin shall determine the order in which the parties shall strike names.

The arbitrator shall have no power to add to, subtract from or modify any provisions in this agreement. No arbitrator shall decide more than one grievance at the same hearing or series of hearings, except by mutual agreement between the parties. All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room(s) shall be shared equally by the Employer and the Employee. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs, nor the expenses of witnesses or participants called by the other.

ARTICLE XIV

SAVING CLAUSE

Section 1.

If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

Section 2.

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XV

TAYLOR LAW S 204

“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 fund therefore, shall not become effective until the appropriate legislative body has given approval.”

ARTICLE XVI

LAW

When an item has been agreed upon by the Board of Education and the School Bus Drivers/Bus Attendants of Canaseraga and there is a conflict of law, the law will be the governing factor.

ARTICLE XVII

PERSONNEL FILES

Section 1.

No material related to an employee’s conduct, performance, character, or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he/she has read such material by affixing his/her signature on the material to be filed with the understanding that such signature merely acknowledges the employee has read such material and does not indicate agreement with its contents. The employee who has derogatory material lodged against him/her shall have such material deleted from personnel file when such material has been determined invalid by normal grievance procedures, Civil Court action or formal or informal hearings with district representatives.

Section 2.

An employee shall have the opportunity to review his/her personnel file in the presence of an appropriate district official upon five (5) days notice and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

Section 3.

The Employer agrees that there shall not be more than one (1) personnel file on any employee covered by this agreement.

ARTICLE XVIII

LENGTH OF AGREEMENT

This Agreement shall be effective for three years from September 1, 2007 (for salary purposes) through June 30, 2010. All other benefits will take effect the date the agreement is executed. If any negotiable items are to be discussed and added to the Agreement, the said party will notify the opposite party. Negotiations of a new contract will start no later than February 1, 2010. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

Marie Blum, Superintendent

Date

Robert Coombs, Driver Representative

Date

Cindy York, Driver Representative

Date

Approved by Canaseraga Board of Education: _____

