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Bus | 5917

AGREEMENT

between

PEMBROKE CENTRAL SCHOOL DISTRICT

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 200United**

July 1, 2006 to June 30, 2010

RECEIVED

DEC 05 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

19

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PREAMBLE

This Agreement by and between the **Pembroke Central School District**, hereinafter referred to as the "District" and the **Service Employees International Union, Local 200United**, hereinafter referred to as the "Union", is made and entered into effective July 1, 2006.

It is the intent and purpose of the Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

ARTICLE I RECOGNITION AND UNION STATUS

- A. The District recognizes the Union as the exclusive representative for all regular part-time bus drivers, long-term substitutes (employees whose term of appointment for a unit member on leave shall be ninety-one (91) or more consecutive working days) exclusive of per diem substitutes and all other employees of the District.
- B. For the duration of the recognition provided for by the Taylor Law, the District agrees to negotiate exclusively with the Union concerning employees in the above-described unit.
- C.
 - 1. The Union and the Employer expressly agree not to discriminate against any employees within the unit in the application of this Agreement because of membership or non-membership in the Union.
 - 2. As a condition of the various provisions of this Agreement to which the parties have agreed, the Union covenants, pledges and agrees that no members of the Union will engage or participate in a strike during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.
 - 3. The Union shall be required to take affirmative steps to stop members from strikes, sit-downs, slow-downs, and stoppage of work, boycotts, or any unlawful acts that interfere with the Employer's operation for the duration of this Agreement.
 - 4. The Employer reserves the right to discipline (including discharge) employees who violate the NO STRIKE clause.

ARTICLE II
GRIEVANCE PROCEDURE

A. Philosophy. All disputes between the Employer and the Union or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation shall be settled in accordance with the following grievance procedure.

B. Definitions.

1. A grievance is any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement, but shall not include any matters that are otherwise reviewable through the law, or any rule or regulation having the force or effect of the law.
2. An employee is any person in the unit covered by this Agreement.
3. The aggrieved party shall mean the Superintendent or the employee who submits a grievance.
4. The Superintendent shall mean the Superintendent or Superintendent designee.

C. Procedures.

STEP 1 – Informal

A grievance must be initiated within five (5) working days of the alleged occurrence. It shall first be discussed orally by the grievant and/or his steward, and his employee's immediate supervisor. The supervisor must give his answer within five (5) working days of such meeting.

STEP 2 – Superintendent

If a satisfactory settlement is not reached in STEP 1, the grievant must reduce his grievance to writing and within five (5) working days after receipt of the STEP 1 answer, give or send a copy to the Superintendent. The Superintendent, the grievant, the Division Chair Person and/or the business agent shall meet in an attempt to settle the dispute within five (5) working days after the written grievance has been filed with the Superintendent. A written answer must be given to the employee within five (5) working days after such meeting.

STEP 3 – Arbitration

If a satisfactory settlement is not reached in STEP 2, the Union or the employee may appeal the grievance to arbitration within five (5) working days after receipt of the STEP

2 answer. The appeal shall be by written notice served on the Superintendent. The parties shall then promptly attempt to mutually agree on the arbitrator within five (5) working days after notice of appeal. If the parties are not able to agree upon an arbitrator, the grievant or the Union shall give written notice to the Federal Mediation and Conciliation Service and the parties shall abide by the Rules.

D. Arbitral Powers in Conduct of Arbitration

1. The arbitrator shall, upon notice to both parties, hear the issues involved and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or from the date of the final statements and proofs submitted to him.
2. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is a violation of terms of this Agreement.
3. The decision of the arbitrator will be in writing and shall be final and finding upon all parties.
4. Any fees or administrative charges for the arbitrator shall be borne equally by both parties.
5. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
6. No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Union and the District.

E. Time Limits

1. Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within five (5) working days after the grievant had knowledge or should have known of the act or condition on which the grievance is based.
2. If a grievant fails to appeal an unsatisfactory disposition of his alleged grievance to the next step at the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
3. Failure at any step of the grievance procedure to communicate a decision to the grievant within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

4. The entire grievance procedure must be exhausted before going to arbitration unless both parties agree to skip one or more of the steps.
5. The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

F. Grievance Form

Each written grievance shall be on a form provided by the Union and shall include the name and position of the aggrieved party, the specific Article and Section of this Agreement involved in the grievance, the time and place where the events or conditions constituting the alleged grievance existed and a statement of the nature of the grievance and the redress sought by the aggrieved party.

ARTICLE III
MANAGEMENT RIGHTS CLAUSE

- A. The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services, to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.
- B. The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all of the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE IV
EMPLOYEE RIGHTS

A. Union Business

Normally, Union business shall be conducted outside the scheduled working hours. However, if a request is initiated by the Business Representative of the Union and

approved by the Superintendent for a Union representative, including Steward, to meet with an employee or representative of the Employer, such meeting may be permitted so long as there is no interference with or interruption of regular working schedules.

B. Use of School Facilities

Upon request to the Superintendent, appropriate facilities will be made available to the Union without cost for its legitimate activities in accordance with the rules established by the District. The Union shall, at the beginning of the school year, submit a list of regularly scheduled meetings for the school year. Such list shall include dates, times, and places. In the event of emergency meetings, the Business Representative of the Union shall inform the Superintendent concerning date, time and place as soon as he is aware of the need. The Union shall hold the District harmless for any actions, lawsuits, damages, or claims incurred by an act of the Union, its agents or members while using school facilities, and the Union shall accept financial liability and reimburse the District for ordinary costs incurred by the District in making facilities available or for damage to, or loss of, school equipment and facilities through use by the Union.

C. Bulletin Boards

The District shall provide space on existing bulletin boards at a place designated by the District for the purpose of posting the following:

1. Notices of Union recreation and social affairs;
2. Notices of Union elections;
3. Notices of Union appointments and reports or Union elections;
4. Notices of Union meetings;
5. Other notices considered bonafide Union activities and which have no other general distribution or posting by employees.
6. Posting of all job vacancies for Civil Service jobs in the District, which postings shall be made by the District.

The District has the right to inspect and approve all material, which the Union proposes to post.

D. Any employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or withdraw from the Union, without fear of coercion, reprisal or penalty from the Union, its agents, or the District and its agents.

E. Every employee shall have the right to examine his personnel file, excluding confidential recommendations. The bus driver may have a Union representative present during the review of the contents of his file if he so desires. An appointment shall be required with the Superintendent or Business Manager who shall be present to insure the security of the contents of the file. A bus driver may write a response to any material in his or her file and have it attached and placed in his or her file.

F. The Union will make available a copy of this Agreement to all employees in the bargaining unit within a reasonable period of time following the execution of this Agreement.

G. Discipline and Discharge

The District is committed to providing secure and satisfying employment for the employees but recognizes that the situation may arise where discipline and/or discharge will be unavoidable. The District is equally committed to enforcing its rules and regulations in maintaining efficient and productive operations.

1. Minor Violations

Minor violations shall be considered as those employee actions which impair smooth operations. These violations include but are not limited to loafing, lateness, leaving work without permission, and stopping work before the end of the day. A supervisor shall issue a verbal reprimand for such violations and will resort to more stringent actions if the employee repeatedly violates the same rule or regulation.

2. Moderate Violations

Moderate violations shall be considered as those employee actions which impair or disrupt the orderly performance of work by the individual or a group of employees. These violations include but are not limited to abusive language, improper vehicle operation, carelessness in job performance, excessive absenteeism, leaving the District without permission during work hours and repetition of minor violations.

Repetition is defined as two (2) or more minor violations per calendar year. In such cases the employee's immediate supervisor shall issue a written reprimand to be co-signed by the Superintendent and presented to the Board of Education. The affected employee shall sign each issued reprimand, indicating receipt. This shall not be construed as admission of guilt with regard to its content.

3. Major Violations

Major violations shall be considered employee actions which directly endanger the health and safety of any employee or significantly disrupt the orderly performance of work. They include insubordination, falsification of employee or District records, theft of District or employee property and the abuse of alcohol or controlled substances which would impair the employee from performing assigned tasks. They also include the issuance of three (3) written reprimands within one (1) calendar year unless extraordinary circumstances are brought forth by the employee.

A major violation may cause the immediate termination of the involved employee; however, as a means of providing progressive discipline, the District may opt to suspend the employee without pay. Such suspension may be followed by a probationary period, depending upon the circumstances.

The actions of the District under this provision shall be subject to review under the grievance procedure only. The employee hereby waives their rights under Article V, Section 75, Title B – Removal and Other Disciplinary Proceedings under Civil Service Law of the State of New York.

H. Student Medications

Under no circumstances will Bus Drivers be required to handle student's medications.

I. Students Disciplinary Referrals

The District will use its best efforts to advise a bus driver when a student on the driver's route will not be on the route due to a disciplinary suspension from transportation or school. It is agreed that this section shall not be subject to the grievance and arbitration procedures set forth in Article II of this Agreement.

ARTICLE V
SENIORITY

A. Seniority

1. Seniority shall be defined as an employee's length of continuous service with the District since his last date of hire in the job classification in which he presently works.
2. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined first by their date of permanent Board approval and second by their amount of substitute service which shall be tallied by their entire historical salary earned from the District.

B. Acquiring Seniority

1. Each employee in the non-competitive class shall serve a probationary period, which shall commence on the first day of employment.
2. The probationary period for all employees shall be for the first ninety (90) working days of employment. There shall be no seniority among probationary employees and such employees may be terminated at the sole discretion of the employer and without recourse to this agreement at any time during the

probationary period or period provided above. Substitute employees who successfully bid on a permanent job shall receive one (1) day credit for each day worked as a substitute driver up to sixty (60) days total toward probation.

3. If the employee is retained after successful completion of his probationary period, he shall be deemed a permanent employee and he shall acquire seniority retroactive to his date of permanent employment, and he shall be entitled to the rights and protections of this Agreement.

C. Loss of Seniority

1. An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

- a. Discharge for cause
- b. Retirement
- c. Voluntary quit or resignation

Failure to report to work for three (3) consecutive working days without prior notification to the employer of the reasons for such absence, or failure to return from an approved leave of absence on the scheduled date for return, or failure to report for work on the agreed date of a recall from layoff shall be considered a voluntary quit beginning on the first day of such absence.

- d. Has been laid off for a period of eighteen (18) consecutive calendar months.
- e. Has been on sick leave, paid or unpaid, for a period of eighteen (18) consecutive calendar months. This section shall not prevent the District from terminating an employee under Civil Service Law Sections 71, 72 or 73 after twelve (12) consecutive calendar months of sick leave. However, if such an employee returns to work within eighteen (18) consecutive calendar months of the original leave date, in accordance with the reemployment rights set forth in those sections of law, the employee shall not lose seniority rights.

D. Job Openings

1. In the event there are any job vacancies, such jobs shall be posted on a bulletin board in locations accessible to all employees for a period of three (3) consecutive working days within three (3) working days after the vacancy occurs. The job shall be awarded considering qualifications, seniority and ability to do the job equally.

2. Summer Work: Summer work shall be posted and distributed based on the summer work rotation list. Regular runs shall be filled first. Drivers interested in summer substitute work shall sign a summer substitute work list, which shall be applicable to summer trips and substituting on a regular run. The summer substitute work shall be rotated among those on the list. This list shall be maintained and continued each summer. Summer work is paid at the contractual hourly rate.
3. Known vacancies occurring during the summer shall not be posted and filled until the school year commences. However, that does not prohibit the District from hiring a new driver even though their assigned run will not be determined until after the posting and bidding procedure has been completed.
4. Temporary Absences: A full-time driver who has a run in the middle of the day as part of his/her regular route shall be allowed to bid on routes which become temporarily vacant due to another driver being on an approved leave of absence of more than four (4) consecutive weeks. In such circumstances, the procedures of paragraph 1 shall be followed.

E. General

The Employer agrees to supply the Union within ninety (90) days after execution of this Agreement, a list containing the names and addresses of all employees covered by this Agreement with their length of service with the Employer, and in the job classification in which they are employed in seniority order. Such list shall be kept up to date by notice to the Union of all employees who are laid off, discharged, hired or rehired.

F. Layoff and Recall

In cases of layoff, ability to perform the particular job, qualifications and seniority shall be considered equally. Employees rehired to said job classification shall be reviewed in reverse order in which order they were laid off. Based on seniority, employees shall have the right to bid or bump on or off runs, when trips are deleted. The impacted driver shall bump the least senior driver with the same number of trips. Bumping of runs by drivers shall occur only when there are alterations to a run which result in loss of pay for the driver of that run. Adjustments in drivers for any other reason shall occur during the summer when such regular runs are not in operation.

G. Changing Work Assignments

Should it become necessary for the District to move work from one driver to another or "switch assignments", the District may consider volunteers who would be interested in such change. If no drivers are interested, the change shall be made with the least senior driver.

ARTICLE VI
DUES DEDUCTION

- A. The District agrees to deduct from the pay of each employee covered by this Agreement regular membership dues for the Union, provided that there is on file with the District by the first day of classes in September, a written authorization executed by the employee authorizing said deductions by the District.
- B. The District agrees to deduct from the pay of employees covered by this Agreement who are not dues-paying members of the Union, the Agency Fee as provided for in the Taylor Law, after thirty (30) calendar days of employment.
- C. The authorization shall be furnished by the Union on a Union form approved by the District and shall remain in effect until revoked in writing by the employee.
- D. By the Friday of the first week of classes in September, the Union shall submit a list of members for whom dues shall be deducted and authorization forms for those who do not already have authorization forms on file, and shall certify the current rate of its membership dues and fees. Changes in the rate of membership dues or additional authorizations obtained subsequent to the first day of classes in September may be implemented in January if submitted no later than two (2) weeks before beginning of second semester.
- E. Deductions shall be made only for months during which the employee is paid.
- F. The District shall forward said dues to the agent designated by the Union as the recipient of said dues.
- G. The Union agrees to indemnify the District and hold it harmless from any and all claims, disputes, or damages sustained as a result of making the deductions provided for in this Article.
- H. The Union agrees to refund to the District any amounts paid in error on account of check-off provisions upon presentation of proper evidence thereof.
- I. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose (See Appendix B). A union member may withdraw his/her authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union. Such authorization or withdrawal shall become effective in the first full payroll period beginning after the Employer's receipt of the notice.

ARTICLE VII
FRINGE BENEFITS

A. Insurance Coverage

1. Employees shall be eligible to participate in the Genesee Area Health Care PPO Plan in accordance with their family status, with no deductible for in network services and a \$5/\$10/\$20 prescription drug co-pay plan. In the event this Plan shall no longer be available and/or offered by Genesee Area Health Care, the District shall provide the substitute plan offered by Genesee Area Health Care which provides the most comparable benefits to employees.

For the period covered by this contract, the District will continue to contribute seventy-five (75%) of the cost of the above coverage. If the employee elects coverage under this plan, his/her contribution shall be the remaining twenty-five percent (25%). Increased cost of premiums shall be shared according to these percentages.

The employee's portion of the health insurance premium shall be deducted on a pro-rated basis each payroll period.

2. Employees shall be eligible to participate in the Genesee Area Healthcare Plan Dental I program and may participate in the Dental II program or a SEIU dental plan by paying the cost above the premium for the Genesee Area Healthcare Plan Dental I program. Drivers may also purchase vision care at their own expense.
3. Retired employees may continue to receive coverage under the school group to the extent permitted by the carrier by paying the monthly premium to the School District by the first day of the month to which the premium is applicable.
4. Employees electing family coverage shall deliver to the District a signed affidavit indicating the District plan is the sole plan under which the employee and family are covered. The form for this purpose shall be mutually agreed upon by the parties and will be available from either the District or the Union.
5. The Board reserves the right to change carriers in the event a different company is able to provide equal or better benefits at a lower cost.
6. A flexible spending plan is available for employee deductions.

B. Personal Sick Leave

1. Personal sick leave shall be accumulated by ten (10) months employees at the rate of ten (10) days per year.

2. The Employer may require a statement from an employee's physician certifying the nature of any illness. Sick leave shall not be payable on termination of employment regardless of the reasons for termination, except as provided below in Section 4. A statement of the number of accumulated sick leave days will be furnished when requested by an employee.
3. Sick Leave Proration. Drivers who earn sick leave at the given rate shall be allowed to convert on a prorated basis the accumulated sick leave according to their new assignment (i.e. if a three (3) trip driver accumulates twelve (12) days and is given a four (4) trip assignment, his/her new sick leave accumulation would be nine (9) days. If a four (4) trip driver accumulates twelve (12) days and is given a three (3) trip assignment, his/her new sick leave accumulation would be sixteen (16) days).
4. Sick Leave Payout. Regular part-time bus drivers who have reached the age of fifty-five (55) years or older at the time of retirement, and who have been employed a minimum of ten (10) years in Pembroke Central School District at the time of retirement, will upon retirement under the New York State Employees Retirement System, be paid an amount equal to the daily rate of pay at the time of the employee's retirement for each day of full-time unused accumulated sick leave.

A cash sum equal to one hundred percent (100%) of the employee's accumulated sick leave shall be paid out to the employee within thirty (30) days of the employee's retirement. The employee may then purchase health insurance through the District.

C. Retirement

The District shall pay the full cost of the existing 1/60th plan of retirement for those who belong to the New York State Employee's Retirement System Sec. 75-C, Age 55 plan, 1/60th from 4/1/60.

D. Other Leave

1. Each employee shall be entitled to five (5) days of other leave per year (non-accumulative). Other leave shall be defined as absence from duty for the purpose of bereavement or critical illness of an immediate family member defined as follows: spouse, child, parent, parent-in-law, grandchildren or other members of the immediate household or close relative. This time can also be used for the non-critical illness of a child.
2. The employee shall acquire prior approval from the Superintendent or in his absence, his designee, before absenting himself from duty.

E. Personal Leave

Employees shall be allowed to receive up to two (2) days personal leave per year (non-accumulative). The employee shall give forty-eight (48) hours notice to the Superintendent or his/her designee indicating the purpose for which the leave is to be taken (form is attached in Appendix A of the contract). In emergencies, approval by the Superintendent shall be required before the leave commences. Acceptable reasons for personal leave are limited to those which would not result in the District's being faulted for making gifts of public funds. Personal leave shall not be construed to mean shopping, recreation, personal vacation, extension of school vacation periods, and/or similar activities. Personal leave shall be for business reasons that cannot be performed other than during scheduled working hours. Unused personal days shall be added to accumulated sick days.

F. Paychecks

The ten (10) month employees will receive twenty-one (21) paychecks per year. The amounts shall be equalized based on annualized pay. Pay variances would occur only when extra pay is received for extra working hours, such as extra trips.

G. Emergency Closings ("Snow Days")

Drivers will be paid for days on which school is cancelled due to weather conditions or other emergencies except when such lost days are rescheduled to meet minimum day counts for state aid purposes. In these instances, driver will be paid for the rescheduled days and will not be paid for the corresponding cancelled days.

H. Jury Duty

When a bus driver is called for jury duty, he or she shall receive regular pay for those days while on jury duty and give to the District all monies received for jury duty. If the amount of money to be received for jury duty is greater than the regular pay, employee will be deducted for all absences and keep money earned from jury duty.

I. Family Leave

Upon request, the Superintendent may grant up to six (6) months unpaid leave of absence for the purpose of caring for that employee's newborn or adopted child or for the purpose of caring for an immediate family member.

An immediate family member is defined as spouse, child, parent, brother, sister, or a member of the employee's household. Upon expiration of such leave, the employee will return to a position covered by the bargaining unit at pay equivalent to the position held when granted extension leave. Such requests shall not be unreasonably denied.

J. Disability Insurance

The District shall provide New York State Disability Insurance or its equivalent, to bargaining unit members. Employees may use partial sick days to augment disability payments. Employees shall contribute \$1.00 per pay period toward the current disability coverage.

K. Holidays

The following shall be considered paid holidays:

Christmas Day	Good Friday
Memorial Day	Thanksgiving Day
New Year's Day	Martin Luther King

- L.** The District shall provide a minimum of one (1) superintendent conference day which offers relevant programs or seminars to drivers during superintendent conference days, or in the alternative, drivers shall be paid one day if there is no program available. The applicable rate of pay for all drivers for this day is the four (4) trip daily rate.'

ARTICLE VIII
ROUTINE VEHICLE RESPONSIBILITIES

- A.** All regular part-time bus drivers shall be responsible for the following:

1. To make required safety checks.
2. To fuel buses when necessary. Fuel levels must be maintained above one-half a tank during the week, and buses' fuel tanks must be filled completely at the end of each week.
3. To clean the interior of the buses on a daily basis.
4. To open and close the overhead door when the bus is stored in the school garage.
5. To notify the head mechanic if the door is not operable.
6. Daily cleaning of windows, mirrors and lights.

- B.** Failure to perform these responsibilities shall be considered a moderate violation. It shall be understood that the District will progressively discipline employees for failure to adhere to the above requirements. Employees shall have the opportunity to appeal District actions under this provision through the grievance procedure.

- C.** The District shall pay for all expenses in connection with the Department of Transportation licensing requirement within twelve (12) months of the successful attainment of said license.

- D. The District shall pay all employees at their regular hourly rate, for meetings held at the request of the Superintendent and/or principals.
- E. Every driver shall receive one day's pay upon the completion of census sheets and route books to the satisfaction of the Transportation Coordinator. A day's pay shall be calculated based on the number of trips required to be compiled into the census sheets and route books. Census sheets and routing books must be completed and available for review by October 15th of the current school year. In addition, initial census and routing information must be available for review by the opening day of school of the current school year.

ARTICLE IX
WAGE PROVISIONS

Regular Part-Time Bus Drivers – Four Trips Per Day

STEP	2006-2007 Per Day	2007-2008 Per Day	2008-2009 Per Day	2009-2010 Per Day
1	\$ 84.98	\$ 87.52	\$ 90.15	\$ 92.85
2	\$101.08	\$104.12	\$107.24	\$110.46

The foregoing is based on a four (4) trip day. Drivers working less than four (4) trips per day shall receive pay based on the pro-rated number of trips per day. If the number of trips are increased, drivers shall be compensated for the additional trip or trips based on the prorated worth of said trip or trips.

A four (4) trip day shall be kept at or below five (5) hours inclusive of driving time, down time, pre-trip and post-trip. The District will attempt to equalize length of regular runs. To accomplish the equalization, a committee made up of a management's representative along with two bargaining unit members chosen by the unit shall be established.

Step Advancement: Permanent drivers shall be hired at Step 1 and shall move to Step 2 upon their one-year anniversary date.

ARTICLE X
EXTRA TRIP ASSIGNMENT

- A. **Rotation Policy.** Rotation of extra work and extra trip assignments shall be according to the agreement reached by the parties.

Extra work and extra trips currently include:

- 1. Extra Trips – Extra Trips - are normally extracurricular activities and are usually one day assignments, such as field trip, sporting events, club groups, etc. Trips falling into this category are rotated to the entire bargaining unit on the wheel on a

day-to-day basis, except trips which are filled within 24 hours of the trip, which may be filled in the discretion of the Director of Transportation, with all due consideration being given to availability and seniority. Drivers assigned to trips within 24 hours of the trip do not lose their place on the wheel. When an extra trip which is scheduled with more than 24 hours advance notice is canceled, the assigned driver will be placed back on the wheel in the first position. When an extra trip which is scheduled with less than 24 hours advance notice is canceled, the driver will not be given a makeup trip.

2. Extra Work – is work that is recurring but temporary in nature, and usually involves transport for academic purposes, such as special transport for an injured student or short term special needs children. However, this work also includes ski club. This work is rotated among bargaining unit workers who choose to be on the rotation list. This work is assigned based on the rotation list for one (1) week periods.

Trips or extra work that may arise in the future should fit into one of the two (2) categories as agreed to by the parties.

3. Swimming – shall be paid at four and half (4 ½) hours pay. Meal allowance will not be paid for this run.

B. Mini Bus

Extra trip assignments using the mini bus may be assigned to District employees who are not members of this unit.

C. Rate of Pay

Effective July 1, 2006 – Drivers shall be compensated at a rate of \$13.92/hr. for the first two hours and \$12.11/hr. thereafter.

Effective July 1, 2007 – Drivers shall be compensated at a rate of \$14.34/hr. for the first two hours and \$12.47/hr. thereafter.

Effective July 1, 2008 – Drivers shall be compensated at a rate of \$14.77/hr. for the first two hours and \$12.84/hr. thereafter.

Effective July 1, 2009 – Drivers shall be compensated at a rate of \$15.21/hr. for the first two hours and \$13.23/hr. thereafter.

All extra trips shall be guaranteed at two hours' pay.

If driving time per day, on overnight trips, exceeds eight (8) hours, drivers will be paid for driving time and layover time. However, seven (7) hours shall be deducted for sleeping time. The District shall reimburse drivers for meals and lodging.

Drivers shall be paid time and one half (1 ½) for all hours worked over eight (8) hours per day.

D. Expenses

Any anticipated expenses of extra trips, such as tolls, gas, food, etc., shall be given to the drivers before the start of the trip. If an extra trip is four (4) or more hours, and occurs between the hours of 10:00 a.m. – 2:00 p.m. or 4:00 p.m. – 8:00 p.m. employees shall receive up to six dollars and fifty cents (\$6.50) reimbursement for meals upon presentation of a receipt. If an extra trip is eight (8) or more hours, employees shall be reimbursed up to six dollars and fifty cents (\$6.50) each for two meals, upon presentation of a receipt(s).

E. Other

1. One regular bus driver may be permitted to accompany another bus driver on any extra trip assignment at no cost or obligation to the District with prior approval of the superintendent of schools or his designee.
2. Drivers will be paid their regular hourly rate for attendance at each refresher training course required by the State Education Department, prior to the first day of school and prior to March 1st. Pay for such training shall be at a minimum of 2 hours and 15 minutes at the driver's regular rate, and drivers will be paid at their regular rate for any time spent in such training which exceeds 2 hours and 15 minutes.
3. Drivers shall be paid at their regular hourly rate for any delay or waiting time on regular runs that are beyond the control of the driver over one-half (1/2) hour. If delay or waiting time exceeds one-half (1/2) hour, employees shall be paid retroactive to the commencement of such waiting or delay time.

F. D-K Runs

A D-K take-home and a D-K pickup shall be considered as two (2) separate runs. Once drivers with less than four (4) trips have the opportunity to include a D-K run, the remaining D-K runs shall be a 5th trip permanently assigned to unit member at their regular trip rate. Drivers with the 5th trip permanently assigned shall be offered additional extra trip work last, meaning after all other bargaining unit member's, but before substitutes. A D-K run that is available as a 5th run shall be posted and filled by seniority to a unit member at regular trip rate. The D-K as a 5th trip shall be re-posted and filled by seniority annually (school year).

A D-K fill in list shall be established (posted) for those regular drivers who are interested in driving a D-K run when the regular driver is off work. The fill-in work shall be rotated among those who signed the list, starting with the most senior driver on the list. When a

scheduled D-K fill-in is canceled, the assigned driver will be placed back on the list in the first position.

G. Drug Testing

When employees are subject to drug testing, they shall be sent during their regular working time without loss of pay. If the time it takes for drug testing does not fit within the drivers' regular work time, they shall receive extra trip rate in accordance with Article X, Section C.

H. Extra Trip Supervision

The District will use its best efforts to provide adult supervision on all extra trip bus assignments. If circumstances arise where adult supervision is not provided on an extra trip assignment and the lack of supervision is of concern to the driver, the driver and/or the Union should immediately bring the matter to the attention of the Director of Transportation to discuss the circumstances and a possible resolution. If the concerns of the driver and/or Union are not satisfied at this meeting, the matter should be brought to the attention of the Business Manager. It is agreed that this Section shall not be subject to the grievance and arbitration procedures set forth in Article II of this Agreement.

ARTICLE XI
SUBCONTRACTING

In the event that the District subcontracts work that is presently performed by the unit members, the District agrees to negotiate with the Union concerning the impact of the decision.

ARTICLE XII
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be or become contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII
LEGISLATIVE APPROVAL

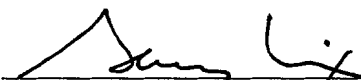
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

ARTICLE XIV
TERM OF AGREEMENT

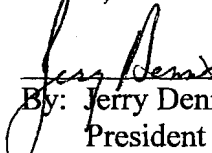
- A. This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring collective bargaining, and this Agreement shall be final and binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.


- B. This Agreement shall be in full force and effect as of July 1, 2006 and up to and including June 30, 2010. Thereafter, if neither party serves written notice to the other party one hundred twenty (120) days prior to the day of expiration of this Agreement, it shall automatically continue from year to year.


For the Employer:
Pembroke Central School District

 8/9/06
By: Gary T. Mix, Date
Superintendent

For the Union:
Service Employees International
Union, Local 200United

 12/8/06
By: Jerry Dennis, Date
President

 11-27-06
By: Carl Monti, Date
Union Business Representative

 11-30-06
By: Jennie Newton, Date
Union Steward

APPENDIX "A"

**PEMBROKE CENTRAL SCHOOL DISTRICT
EXPLANATION OF EMPLOYEE ABSENCE**

NAME: _____ BUS NUMBER: _____

DATE(S) OF ABSENCE: _____

I was absent on the above day(s) for the reason stated below:

- Personal Sick Leave
- Family Illness
- Bereavement
- Jury Duty

Personal day used to attend to a :

- Legal Matter
- Business Matter
- Family Matter
- Household Emergency
- Unpaid Leave
- Other (explain)

Employee Signature

Date

APPENDIX "B"
SEIU Local 200United

**Voluntary COPE Deduction
Authorization Form**

I authorize my local union to file this payroll deduction with my employer and for my employer to forward the amount specified to SEIU Local 200United for SEIU COPE. I authorize my employer to deduct:

- \$3 every month (a dime a day, our union's goal),
- \$2 every month, or
- \$___ per month

I understand that:

- 1) I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the union;
- 2) I may refuse to contribute without any reprisal;
- 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE;
- 4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer;
- 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Name _____ Home Phone (____) _____
(First Name) (Last Name)

Home Address _____
(Street) (City) (State) (Zip)

Home E-Mail Address _____
(Please print legibly)

Social Security Number _____ Birth Date _____
(For internal use only)

Occupation _____ Employer _____
Are you registered to vote? yes no

Signature _____ Date _____

