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**Contract Database Metadata Elements**

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Union: **Jordan-Elbridge Central School Transportation Local (T-Local), CSEA Local 1000, AFSCME, AFL-CIO**

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TERMS AND CONDITIONS OF EMPLOYMENT  
BETWEEN  
JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT  
AND JECSD TRANSPORTATION LOCAL

July 1, 2013- June 30, 2016

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## **Article 1. Definitions**

The terms and conditions in this document agreed to by authorized parties. The article and section headings used in this Agreement are intended only for document organization to aid the reader. No meaning will otherwise be construed or assumed.

The term "bid" refers to action taken by an eligible member of T-Local to request that the Transportation Supervisor consider him/her for a posted contract or non-contract assignment.

The "Board of Education" (also referred to as the "Board") is the recognized governing body for the Jordan-Elbridge Central School District.

A "contract assignment" (also referred to as a "Route Assignment") is a posted bus route that is generally the same each day in terms of the nature and duration of work performed.

A "designee" is a position authorized by the Superintendent of Schools to act on his/her behalf.

An "employee" is an active employee that is a recognized member of T-Local.

"Employer" is an abbreviation for the Jordan-Elbridge Central School District.

A "grievance" is any claimed violation, misinterpretation, misapplication or inequitable application of the terms of this Agreement.

A "grievant" is one who submits a grievance.

"T-Local" is an abbreviation for JECSD Transportation Local.

A "hearing officer" is any individual or board charged with the duty of rendering decisions at any grievance stage.

A "non-contract assignment" (also referred to as an "Extra Trip") is posted bus driving or bus attending assignment that is not a contract assignment.

The term "post" refers to the action taken by the Transportation Supervisor to make known to eligible members of T-Local that a contract or non-contract assignment is open for bid.

"PTO" stands for Paid Time Off. PTO is measured in days. The length of one (1.0) PTO day is equal to posted hours for a contract assignment.

A "school bus attendant" is an active employee that is a recognized member of T-Local.

A "school bus driver" is an active employee that is a recognized member of T-Local.

The "Superintendent of Schools" is the Chief Operations Officer for the Jordan- Elbridge Central School District. This position reports directly to the Board of Education.

A "supervisor" is any principal, assistant principal, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises. The term supervisor excludes the Superintendent of Schools and his/her designee.

The "Transportation Supervisor" is the position that members of T-Local (school bus drivers and school bus attendants) report directly to.

## **Article 2. Recognition**

The Jordan-Elbridge Central School District ("Employer") recognizes JECSD Transportation Local ("T-Local") as the exclusive representative for negotiations with respect to the terms and conditions of employment for all full and part-time school bus drivers and school bus attendants, and excluding all other employees, casual and substitute employees.

## **Article 3. Scope of Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **Article 4. Management Rights**

### **Section 4.01.**

T-Local recognizes that the Employer has the obligation of serving the public with high quality, efficient and economical educational services. T-Local recognizes and agrees that the management of the Employer, the direction of its working force, and the exercise of the ordinary and customary functions of management, whether or not exercised by the Employer prior to the execution of this Agreement, shall be the sole discretion and responsibility of the Employer, subject to the terms of this Agreement.

### **Section 4.02.**

The Employer retains the sole and exclusive right to manage its educational services and to direct the working force, including, but not limited to, the right to decide the number and location of its educational service operations, the educational service operations to be conducted and rendered, and the methods, processes and means used in operating its educational services, and the control of the buildings, real estate, materials, parts, tools, and machinery and all equipment which may be used in supplying its educational services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without

pay and discharge employees, to hire, supervise, evaluate, layoff, assign, transfer, promote and determine the qualifications of employees; determine whether or not to subcontract, and to make the rules and regulations pertaining to employees covered by this Agreement; 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 by law, and the terms of this Agreement. The Employer reserves the right to reduce the work force at any time as conditions demand.

**Section 4.03.**

The Employer shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the District and T-Local.

**Article 5. Bid Procedures**

**Section 5.01. Bid Procedure for Contract Assignments**

All open contract assignments are posted and bid every August after contract assignments are finalized based on service needs. A contract assignment will be posted when 1) a school bus driver or school bus attendant bids on and is awarded another contract assignment, 2) the contract assignment changes significantly as determined by the Transportation Supervisor or 3) the Transportation Supervisor deems it necessary to change the employee doing the contract assignment. Barring these three scenarios the contract assignment will be considered closed to bidding.

Seniority is a consideration, but not the only consideration, in awarding contract assignments. Contract assignments are determined and awarded by the Transportation Supervisor.

The Transportation Supervisor has the right to change contract assignments during the year as the need arises and to assign employees as he/she sees fit. Again, seniority is a consideration, but not at the cost of disrupting or compromising the Employer's obligation to provide safe, reliable and cost effective transportation services.

A procedure for making and awarding contract assignments in a timely and fair manner will be maintained by the Employer. The Employer reserves the right to change its procedure as the need arises.

**Section 5.02. Bid Procedure for Non-Contract Assignments**

A procedure for making and awarding non-contract assignments in a timely and fair manner will be maintained by the Employer. The Employer reserves the right to change its procedure as the need arises.



Extra trips shall be assigned according to the following procedures:

- a. All regularly assigned drivers shall be placed on a seniority roster in accordance with their date of hire with the District for purposes of extra trips.
- b. Once established, this seniority roster shall be the permanent order for the year and should only change as the result of separation or addition of a regularly assigned driver.
- c. In the event a trip becomes available, employees on the seniority list will be canvassed by strict continuous rotation in order of seniority and shall be given the right of voluntary offer and refusal before a mandatory assignment is made. No trip shall be assigned out of seniority order. For example: if drivers #1, #2, #3 do not want the run, and driver #4 takes the run, the very next run should be offered to driver #5, then #6, etc. Once a trip is accepted, the driver is obligated to take the trip unless he/she is ill or relieved from the trip by the supervisor or District. Trips may not be switched or exchanged once accepted.
- d. In the event that all drivers on the seniority roster refuse an extra trip, the District may make a mandatory assignment of the extra run to the least senior driver. The next instance of mandatory assignment will be given in order of least seniority but excluding any driver who has already been mandatorily assigned. For example: if driver #5 is mandatorily assigned a run upon refusal of more senior drivers, then driver #4 would be assigned the extra run and the following instance would be mandatorily assigned to driver #3, etc.
- e. Regularly assigned drivers will be permitted to accept extra trips from the trip list only when the trip will not interfere with their regular duties or regular trip. Drivers will not be assigned extra trips if this results in the employee working for more than 40 hours during the week. In the event that the trip would conflict with the employee's regular duties, regular route or the 40 hour limitation, that employee will be passed over and the trip will be offered to the next available employee on the seniority list.
- f. If a trip is cancelled, the employee shall be offered the next available trip not already accepted by another employee. The seniority rotation will not be affected. For example: if driver #1 has a trip cancelled and is given a trip which could have went to driver #5, the next available trip will be offered to driver #5, not driver #2. In the event of an emergency, the District may go out of rotation.

## Article 6. Wages and Benefits

### Section 6.01. Wages

- (1) a. The wage rates for school bus drivers will be as follows:

Years of Bus Driving			
Service at JECSD	2013-2014	2014-2015	2015-2016
	1.0%	1.0%	2.0%
0	\$21.17	\$21.38	\$21.81
1-10	\$22.27	\$22.49	\$22.94
11-15	\$23.44	\$23.68	\$24.15
16+	\$24.54	\$24.79	\$25.28

The foregoing wage rates shall be effective immediately upon reaching the respective service requirement.

- b. The wage rates for school bus drivers for extra run assignments will be as follows:

2013-2014	2014-2015	2015-2016
1.0%	1.0%	2.0%
\$16.49	\$16.66	\$16.99

- c. The wage rates for school bus attendants for regular or extra run assignments will be as follows:

2013-2014	2014-2015	2015-2016
1.0%	1.0%	2.0%
\$15.03	\$15.18	\$15.48

- d. The wage rates for school bus detailing and other tasks that are not part of regular or extra run assignments will be \$13.10 per hour:

(4) Overtime will be based on a 40-hour work week (Sunday through Saturday) and will be calculated in a weighted hours worked basis.

(5) Any contracted school bus driver or contracted school bus attendant required to report to the bus garage for a contract/non-contract assignment, which is subsequently canceled or takes less than two hours to complete will receive two hours pay at the contract/non-contract



assignment hourly rate.

(6) Personnel covered under this Agreement shall be expected to work as needed on Superintendent Days or any other meeting days as designated by the Superintendent or the Board of Education. Pay will be for hours worked at the contract assignment hourly rate.

(7) Except for Paid Time Off (PTO), the Employer will only pay for hours worked.

## **Section 6.02. Benefits**

(1) Paid Time Off (PTO). A contracted employee will be entitled to six (6) PTO days per year (July 1 -June 30). Days will be prorated for new employees that start mid-year. New employees must work at least three (3) full months to be eligible for this benefit. The length of one (1.0) PTO day will be equal to posted hours for a contract assignment. This will vary by contract assignment. PTO days do not accumulate from one year to the next. Paid days off are in half-day increments only. An employee will be paid his/her contract rate times the number of hours in his/her contract assignment for a paid day off.

(2) Cash Out of Unused Sick Days. Except for contract school bus drivers and contract school bus attendants with five (5) or more years of continuous school bus or school bus attendant contract service with the Employer as of July 1, 2008, who may opt out (see 6.02(10)), the Employer will cash out all available sick and personal days as of June 30, 2009 at the rate of \$20 per day up to 150 days. If the employee elects to put the payment directly into a 403b with a qualified 403b vendor, then the Employer will pay \$25 per day up to 150 days. Any employee who did not cash out their sick days pursuant to this paragraph shall be entitled to cash out any unused sick days at the time of their retirement at the rate of \$20 per unused sick day.

(3) Payment for Unused PTO days. The Employer will pay for up to six (6) unused PTO days. This benefit is intended to encourage and reward good attendance. In general, PTO is intended for use when the employee is unable to work (e.g., employee sick, immediate family sick) and not to be used to extend time off. The employee is required to give the Transportation Supervisor a documented excuse if his/her PTO exceeds two days."

(4) An employee will be excused from work to perform required jury duty. The employee must give proof of required jury duty to the Transportation Supervisor. All court compensation for jury duty will be surrendered to the Employer by the employee.

(5) An employee will be excused from work for bereavement due to the loss of an immediate family member (parent, spouse, child, sibling and step children) for up to five (5) days per instance, or up to three (3) days per instance due to the loss of a grandparent or grandchild, without a loss of pay or a charge against PTO.

(6) Employer Pension Contribution. An employee must elect in writing to participate or not participate in the New York State Employee Retirement System (ERS). The Employer

will make legally required payments to the contracted employee's account each pay period. The employee contribution rate for employees with less than ten (10) years of service in ERS is 3% of wages.

(7) Health and Dental Insurance.

(i) Active transportation employees can purchase single health insurance coverage only from the District. The District will pay 90% of the single health insurance premium and the employee will pay 10% deducted from their biweekly paycheck in equal or nearly equal installments.

Employees hired prior to July 1, 2006, who retire with 10 or more years of continuous service at the time of retirement are eligible for health insurance in retirement under the following conditions.

1. The retiree shall be eligible for single coverage only.
2. The retiree shall pay the same percentage contribution towards their annual health insurance premium cost as active employees.

Employees hired after July 1, 2006, who retire with 10 or more years of continuous service at the time of retirement are eligible for health insurance in retirement under the following conditions.

1. The retiree shall be eligible for single coverage only.
2. The retiree shall pay the same percentage contribution towards their annual health insurance premium cost as active employees.
3. Health insurance coverage in retirement shall cease when the retiree turns 65 years of age.

Substitutes are not eligible for health insurance.

The term "retirement" as used in this article shall mean a retirement from the Employees Retirement System without diminishment, penalty or reduction, and shall not include disability retirements.

(ii) The District shall contribute up to \$200.00 per year per participating employee, toward the cost of a dental insurance program chosen by the District.

(iii) The District will pay 100% of the individual premium for a District selected vision plan for bargaining unit members eligible for health insurance.

- iv) Health and dental insurance premiums for July and August will be paid during the school year. Insurance premiums will be paid in twenty (20) equal installments (September through June).

(8) Flexible Spending Plan. An employee can participate in the Employer's Flexible Spending Plan at no cost.

(9) Pre-Tax 403b. An employee can make payroll deductions to a pre-tax 403b account with a 403b vendor that has an Information Sharing Agreement (ISA) with the Employer. There is no cost to the employee for this benefit.

(10) Employee Assistant Program (EAP). An employee can participate in this program at no cost as long as the Employer continues to make this benefit available.

(11) Contract school bus drivers and contract school bus attendants with ten (10) or more years of continuous full-time employment with the Employer as of September 1, 2009 will be eligible to receive continued health insurance benefits when they are first eligible for NYS retirement. The employee must be enrolled in the health insurance plan for at least one year immediately prior to the retirement date to be eligible for this benefit. The contribution rate for eligible retirees will be at an amount determined by the Board of Education and may change from year to year as allowed by law.

These same employees may elect to bank and use their existing sick days until they are gone before moving to the PTO system (6.02(1)). Or, they can elect to cash out their sick days per above (6.02(2)) and move immediately to the PTO system.

(12) Direct Deposit and Paperless Pay Stubs. An employee will be required to use direct payroll deposit and will receive paperless pay stub information via the Employer's on-line WebSense software. The District will provide a computer kiosk and printer in the Driver's Room to access this information. It will also provide training on how to access WebSense.

## **Article 7. Health and Safety**

(1) The Employer and T-Local agree to meet and discuss health and safety issues as needed.

(2) The Employer has the right to make and enforce rules and regulations as it deems necessary for the purpose of maintaining order, safety and efficiency.



## **Article 8. Employee Evaluation and Personnel Files**

### **Section 8.01. Employee Evaluation**

The Transportation Supervisor will meet individually with each employee at least once a year to review his/her job performance. The Transportation Supervisor will prepare a written performance evaluation. If the employee fails to participate in the performance evaluation process it will be so noted in the performance evaluation report. A copy of the evaluation and all attachments will be provided to the employee. The parties agree to meet during the term of this contract to formulate a new evaluation template, orientation and disciplinary process and procedure.

### **Section 8.02. Employer Personnel Files**

- (1) An employee's official personnel file will be maintained by the Employer. Pre-employment correspondence, references, and background checks will not be accessible to the employee except as required by law.
- (2) An employee, accompanied by a designated representative of the Employer, may review all documents in his/her personnel file.
- (3) This section will not be subject to the grievance procedure. If an employee believes that material, other than performance evaluations, is inaccurate he/she may request a meeting with the Superintendent and/or designee. The Superintendent will consider the employee's objections, and may, at his or her sole discretion, remove documents from the file or provide the employee with a further opportunity to provide a written response.
- (4) Nothing in the clause shall limit the Board of Education's right to review personnel records.

## **Article 9. Negotiations Procedure**

### **Section 9.01.**

- (1) Every negotiated agreement resulting from negotiations shall be dated and signed by the Employer and T-Local. The negotiated agreement shall specify the date on which such agreement shall take effect and the date when the same shall expire. The terms and conditions of employment for employees covered this Agreement shall remain in full force and effect after the expiration date and until a new or different negotiated agreement has been entered into between the Employer and T-Local.
- (2) Modification, alteration or change in the provisions hereof shall be in writing and signed by the Employer and T-Local.

**Section 9.02.**

- (1) In the event either party wishes to amend this Agreement, reasonable notice must be given.
- (2) Notice must be given by December 1st prior to the expiration date of this Agreement if either party wishes to amend this Agreement.
- (3) All items to be negotiated shall be submitted as a package and exchanged at the first meeting of the negotiating teams by the authorized representatives of the Employer and T-Local.
- (4) No single item to be negotiated will receive final agreement until the total package has been negotiated and is ready for final ratification by the Employer and T-Local.
- (5) Both parties shall exchange information and furnish each other, upon written request within a reasonable amount of time, fundamental information pertinent to the issue under consideration.

**Section 9.03.**

- (1) Saving Clause. The terms of this Agreement shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this Agreement shall remain in effect.
- (2) Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

- (3) Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.



(4) Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall upon such employment be furnished with a copy of the provision of this section.

## **Article 10. Grievance Procedure**

### **Section 10.01. Declaration of Purpose**

The establishment and maintenance of a harmonious and cooperative relationship between the Employer and active members of T-Local is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Employer and active members of T-Local are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

### **Section 10.02. Procedures**

(1) Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(2) Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.

(3) The preparation and processing of grievances shall be conducted during non-working hours of the employee(s) involved. There shall be no interruption of work activity and/or involvement of students at any phase of the grievance procedure.

(4) Except as otherwise provided in 10.04(1)(i) and 10.04(1)(ii) the parties shall have the right to confront and cross examine witnesses and to call witnesses and to be furnished with a copy of any minutes of the proceedings.

(5) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and making other necessary documents will be developed and maintained by the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

(6) If any provisions of this grievance procedure or any application thereof to any

employee or group of employees in the bargaining unit shall be finally determined by any court to be contrary to 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 will continue in full force and effect.

(7) All parties involved in the grievance shall be responsible for accumulating and maintaining a grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages.

### **Section 10.03. Time Limits**

(1) The time limits specified for either party may be extended by mutual agreement.

(2) No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within ten (10) school days after the employee knew or should have known of the act or condition on which the grievance is based.

(3) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

(4) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit, unless mutually extended, the filing of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

(5) In the event a grievance is filed on or after June 1 the time limits may be exhausted prior to the end of the school term or as soon thereafter as is possible.

### **Section 10.04. Stages of Grievance**

(1) Stage 1. Supervisor

(i) An employee having a grievance will discuss it with the immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties. If the employee submits the grievance through a representative, the employee shall be present during the discussion of the grievance.

(ii) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented, the supervisor shall, render a decision thereon, in writing, and present it to

the employee, and if applicable to the employee's representative. No written grievance will be entertained as described herein, and such grievance will be deemed waived unless written grievance is forwarded at this first available stage within ten (10) school days after the employee knew or should have known of the act or condition on which the grievance is based.

(2) Stage 2. Superintendent of Schools or his/her Designee

(i) If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Superintendent of Schools or his/her designee may be filed within five (5) school days after the employee has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.

(ii) Within fifteen (15) school days after receipt of the appeal, the Superintendent of Schools or his/her designee, or a duly authorized representative, shall hold a hearing with the employee, the employee's representative and all other parties in interest.

(iii) The Superintendent of Schools or his/her designee shall render a decision in writing to the employee, and the employee's representative if applicable, within fifteen (15) school days after the conclusion of the hearing.

(3) Stage 3. Board of Education

(i) If the employee is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2.

(ii) Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

(iii) Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties.

(4) Stage 4. Binding Arbitration

(i) After such hearing, if the employee is not satisfied with the decision at Stage 3 the employee may submit the grievance to arbitration by written notice personally served or mailed by certified mail return receipt requested to the Board of Education and Superintendent of Schools or his/her designee within ten (10) school days of the decision at Stage 3.

Submission of a grievance at this stage shall constitute the sole means for resolving

the grievance. 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.

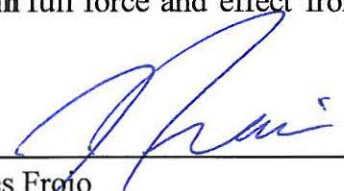
(ii) Within fifteen (15) school days after such written notice of submission to arbitration, the Board of Education will select an arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve.

(iii) The parties further agree to accept the arbitrator's decision as final and binding upon them so long as the decision does not imply any obligation which is not specifically set forth in this Agreement or requires the commission of an act prohibited by law, regulation, directive, or other obligation binding upon the Board.


(iv) Costs of the services of the arbitrator will be borne equally by the Board of Education and the grievant.

### **Article 11. Duration of Agreement**

This Agreement shall become effective upon its approval by a majority of the active membership, and a majority of the Jordan-Elbridge Board Members, and shall be binding and in full force and effect from July 1, 2013 through June 30, 2016.

  
\_\_\_\_\_  
James Froio  
Superintendent of Schools

Dated: 7/12, 2013

  
\_\_\_\_\_  
Frank Carney  
President  
JE Transportation Local

Dated: July 16, 2013