

An Agreement

Between the

Superintendent of Schools

For the

Marcellus Central School District

And the

Marcellus Transportation Employees Union

July 1, 2014 - June 30, 2018

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AGREEMENT

The Agreement by and between the undersigned Superintendent of Schools of the Marcellus Central School District, Onondaga County, New York, hereinafter termed "The District" and the Marcellus Transportation Employees Union, hereinafter termed "The Union," is entered into in good faith by the parties hereto and shall be binding upon them for the term of this Agreement.

ARTICLE I RECOGNITION & DEFINITIONS

A. RECOGNITION

The District recognizes the Union as the sole exclusive representative for the purposes of collective bargaining with respect to terms and conditions of employment, for all regular school bus drivers, and long term substitute drivers. Excluded from recognition would be all other employees. This recognition is given in accordance with the applicable provisions of the New York State Public Employees Fair Employment Law.

B. DEFINITIONS

1. Regular School Bus Driver

Any employee meeting all the requirements for school bus operation who is assigned a regular bus route, regardless of the driving time or time of day. Regular School Bus Drivers shall be eligible to bid on runs in accordance with ARTICLE XXII.

2. Long Term Substitute

Long term substitutes shall be defined as those employees substituting for a regular driver for 30 days or more.

3. Regular Bus Run

Any run that is regularly scheduled.

4. Midday Run

Bus runs began after the normal school day has started but before the normal school day ends. (i.e., AM kindergarten take home, PM kindergarten up, taking students to Job Sites, transferring BOCES students other than initial AM and final PM runs)

5. Shuttle Run

Bus runs that return athletes from off campus sports venues within the school district. (i.e., Marcellus Part, Ultimate Goal, Marcellus Soccer Fields, Lions Club Fields)

6. Summer Run

Bus runs needed from the end of the school year in June to the beginning of the school year in September.

7. Extra Trips

All Bus runs that are not bid on in the process defined in Article XXII. This would include sports trips, field trips, extra-curricular trips, or club trips.

8. UTC Marcellus

Bus Subcontractor

9. Immediate Family

Immediate family includes spouse, children, parents, mother-in-law, father-in-law, grandparents, grandchildren, brothers, sisters, step parents, step children, guardians, and wards or any other dependent living in the household of the employee, or others at the discretion of the transportation supervisor.

**ARTICLE II
UNION SECURITY - DUES CHECK-OFF**

A. DUES CHECK-OFF

The District agrees to deduct from the wages of all Union members, dues and other fees as certified by the Union upon presentation of dues deduction authorization cards signed by the individual employee. Dues will be collected in twenty (20) equal installments starting with the second (2nd) payroll each September and promptly transmitted by one (1) check to the Union each payroll. THE ASSOCIATION SHALL DELIVER TO THE SUPERINTENDENT BY SEPTEMBER 15 OF EACH SCHOOL YEAR WRITTEN NOTICE OF THE AMOUNT OF UNION DUES IF SAID AMOUNT IS DIFFERENT FROM THE PREVIOUS YEAR'S DUES AND THE UNION WILL HOLD THE DISTRICT HARMLESS IF ANY ERRORS AND OMISSIONS OCCUR.

B. PAYROLL DEDUCTION AUTHORIZATION FORM

Social Security Number _____ - _____ - _____
Last name _____ First name _____ M. I. _____
District name _____ Organization _____

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and to transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies as deducted and transmitted in accordance with this authorization and release the Board of Education and all of its officers and/or agents from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

C. HIRING ADDITIONAL PERSONNEL

When new employees are to be hired, the Union as well as other sources will be afforded the opportunity to send applicants for the job(s) and said applicants shall be given the same consideration as applicants from other sources. The District agrees to promptly furnish the Union with the name and address of each new employee hired into the bargaining unit.

**ARTICLE III
NON-DISCRIMINATION**

The District and the Union agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of race, sex, color, creed, nationality or membership in the Union.

**ARTICLE IV
EMPLOYMENT SECURITY**

A. PROBATIONARY PERIOD

School bus drivers shall be subject to a probationary period of employment in accordance with the provisions of Civil Service Law. A school bus driver's probationary period shall be extended due to absence, for any reason, in excess of ten (10) working days, by the number of calendar days absent.

B. NOTICE OF PERMANENT APPOINTMENT

School bus drivers whose effective date of employment is on or before September 15 shall receive notice of permanent appointment prior to August 1. All other school bus drivers shall receive notice of permanent appointment not later than two (2) weeks prior to the expiration date of their probationary period of employment.

C. SECTION 75 AND SECTION 76 PROTECTIONS

Any eligible permanent employee who is charged with misconduct or incompetency will be extended all the protections provided by Sections 75 and 76 of the Civil Service Law. The hearing will be held before a mutually agreed upon neutral party. The cost of the hearing officer will be shared equally by the District and the Union.

D. NOTICE OF DISCIPLINARY ACTION

The District agrees to notify the Union president if notice of disciplinary or discharge action, as identified in Section 3 above, is given to a school bus driver.

**ARTICLE V
UNION STEWARD**

A. DESIGNATION OF STEWARD

The District recognizes the right of the Union to designate a steward and an alternate to serve in the absence of the regular steward.

B. AUTHORITY OF STEWARD

1. The authority of the steward or alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 - b. The collection of dues when authorized by appropriate action of the Local Union.
 - c. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:
 - (1) have been reduced to writing, or
 - (2) if not reduced in writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the functions of the District.
2. The job steward and alternate have no authority to take strike action, or any other action interrupting the District's business.

3. The District recognizes these limitations upon the authority of the steward and the alternate, and shall not hold the Union liable for any unauthorized acts. The District, in so recognizing such limitations, shall have the authority to impose proper discipline, in the event the steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.
4. The steward shall be permitted to present and process mutually scheduled grievances during working hours without loss of pay, as long as these activities do not interfere with assigned driving time.

ARTICLE VI NO STRIKES

In accordance with New York State Law, the Union hereby affirms a policy that does not assert the right to strike against the District, nor will it assist or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE VII SICK LEAVE

A. EARNING OF SICK LEAVE

1. During an employee's first (1st) year on the job, sick days will be advanced at the beginning of each new month of employment at the rate of 1.2 days per month.
2. After completing one (1) year on the job sick days will be advanced at the beginning of each new work year on the basis of 1.2 days per month for each remaining month of that school year.
3. The District, at its discretion, reserves the right to request verification of any sick leave use. A doctor's note shall be required for any sick leave use of 5 consecutive days or more.
4. Employees that are hired on the first day of the month shall earn their full allotment of 1.2 sick days for that month. Employees that are hired on any day, other than the first day of the month, shall earn 1 sick day for that month regardless of the day they were hired. New employees must donate one sick day to the Sick Leave Bank regardless of the threshold established in Article VII(D).
5. If employed for the full school or fiscal year, an employee's total sick leave earned would be as follows: Ten (10) month employees - twelve (12) days.

6. Days of sick leave earned will be based on the employee's normal hours of a work day.
7. Unit members who drive during the months of July and/or August shall receive one (1) additional sick day for each month they work ten (10) or more days.

B. MAXIMUM ACCUMULATED SICK LEAVE

Individual sick leave days may accumulate to a maximum of two hundred (200) days. However, any individual who reaches the maximum number of accumulated sick leave days (200) shall be allowed, if necessary, to utilize his/her current year's credited amount prior to using any days from his/her sick leave accumulation of 200 days. In no event shall the days exceed 200 for cash out purposes.

C. TERMINATION OF EMPLOYMENT

An employee who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned will have the difference deducted from final pay.

D. SICK LEAVE BANK

1. Participation is mandatory.
2. One (1) sick day will be donated at the beginning of the year by each member if the Sick Leave Bank falls below ninety (90) days, except for new hires who shall contribute their first earned sick day at the time of hire, regardless of number of days in the bank.
3. Donated days shall carry over to the following year.
4. Sick Leave Bank days may only be used after a unit member's accumulated sick leave has run out. The maximum number of days any individual may use in any school year is thirty (30). The maximum number of days a probationary employee may use is fifteen (15). Days cannot be used if an employee is on any disability.
5. Application to the sick leave bank shall be made to the Superintendent on the form mutually agreed upon by the Superintendent and the Association.

**ARTICLE VIII
EMERGENCY FAMILY ILLNESS LEAVE**

A. EMERGENCY ILLNESS DAYS

Absence occasioned by an emergency illness in the employee staff member's immediate family shall be allowed at full pay for five (5) days.

B. NOTICE OF LEAVE

Reasonable notice of such emergency illness shall be given as soon as possible to the transportation supervisor or his/her designee.

**ARTICLE IX
BEREAVEMENT LEAVE**

A. BEREAVMENT LEAVE DAYS

Absence occasioned by a death in the immediate family shall not be construed as sick leave. Bereavement leaves shall be allowed at full pay for up to five (5) days per death in the member's immediate family.

B. EXTENSION

Any extension beyond these time limits shall be deducted from personal leave days. Bereavement for someone other than immediate family shall be deducted from personal leave days.

**ARTICLE X
PERSONAL LEAVE**

A. PERSONAL LEAVE DAYS

For the transaction of personal business, there shall be an annual allotment of three (3) workdays allowed at full pay. No reason shall be given for two (2) of these days. The parties agree the purpose for taking personal leave shall conform to the reasons listed below.

B. NOTICE OF LEAVE

Reasonable notice of such leave shall be given as soon as possible. If the member provides at least two weeks' notice of such leave request, then the District shall respond within one week of the request. Permission must be granted by the Transportation Supervisor.

C. PERMISSIBLE USES

Personal leave may be used for: Own wedding; college graduation for self, spouse, son or daughter; taking son or daughter to college in freshman year; legal transactions; court business; or others at the discretion of the Superintendent.

D. RESTRICTIONS

1. Personal leave will not be approved for days immediately preceding or following a scheduled holiday period except in extraordinary cases where the need for such leave could not have been known in advance or where it could not have been scheduled during the holiday or at some other time.
2. Requests for days will be considered in light of daily transportation needs and may be denied on the basis of substitute bus driver availability.

E. UNUSED DAYS

Unused personal leave shall be added to the employee's accumulated sick leave.

**ARTICLE XI
MILITARY SERVICE LEAVE**

Employees engaged in the performance of military duty shall be granted all benefits entitled to under military law.

**ARTICLE XII
JURY DUTY**

A. NOTICE OF DUTY

Any employee called to jury duty or subpoenaed to appear in court, shall notify the transportation supervisor as soon as notice is received.

B. REQUEST FOR DEFERRAL

If necessary, employees may request the court to defer duty and appearance before the court to a more appropriate time. The superintendent of schools will support and confirm such requests when necessary.

C. COMPENSATION

Employees attending jury duty shall receive their daily compensation pursuant to law in lieu of the jury duty stipend.

**ARTICLE XIII
MATERNITY LEAVE**

A. CHILDBIRTH LEAVE

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from shall be treated as temporary disabilities for all job related purposes. Policies

involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under health or temporary disability insurance plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Upon request of the Superintendent or his/her designee the opinion of the school physician may be required at both the beginning and termination of such leave.

B. CHILD REARING LEAVE

Child rearing leave may be applied for and granted for the purpose of child rearing after the birth of the child.

1. The employee must apply for the leave within six (6) weeks after the birth of the child.
2. The leave shall extend for the remainder of the school semester in which the child is born and may be extended for the next two (2) semesters as agreed upon by the employee and the Superintendent or his/her designee.
3. There shall be no compensation during this leave period.
4. Sick leave not used during childbirth leave shall be restored upon return to employment in the District.
5. Notification in writing of intent to return shall be submitted by April 1 and/or November 1 of the semester prior to the one in which the employee plans to return.

**ARTICLE XIV
OTHER LEAVES OF ABSENCE**

A. LEAVE OF ABSENCE

In case of serious illness of a member of the employee's immediate family an employee may request in writing and be granted a leave of absence to care for a family member who is ill.

B. MAXIMUM DURATION

Said leave of absence shall be without pay and limited to two (2) semesters.

C. RETURN FROM LEAVE

Upon return from leave, the employee shall be restored to his/her former position or to a position of like nature. Seniority status and sick leave will be restored at the level at

which the employee left. The employee will go into the salary schedule in effect at the time of his/her return to employment.

D. REQUEST FOR LEAVE

1. Requests for leaves of absence for medical or other extenuating circumstances will be considered on an individual basis upon written notice submitted to the superintendent of schools subject to approval by the board of education. All approved leaves of absence shall be granted in writing with a copy sent to the Union representatives and the employee.
2. Requests for other unpaid leaves of absence shall be considered on an individual basis (including unpaid days before and after holidays and vacation periods) upon written request to the Superintendent or his/her designee subject to the availability of substitute drivers and only with prior approval of the Superintendent or his/her designee.
3. If the member provides at least two weeks' notice of such leave request, then the District shall respond within one week of the request.

**ARTICLE XV
ANNUAL PHYSICAL EXAMINATIONS**

The District agrees to provide an annual physical examination as required for all employees in the bargaining unit. Said examination may be performed by the District school physician at no cost to the employee or the employee may, at his/her option, use a private physician at his/her own expense. All school bus drivers shall be required to have an annual physical exam as a condition of employment. The examining physician must complete the exam form provided for such purpose. Such physical examination shall be in accordance with the requirements and criteria established and mandated by section 19-A of the New York State Transportation Law.

**ARTICLE XVI
SAFETY TRAINING COURSE**

New employees who are required to take the NYSED Basic Course for Bus Drivers shall be compensated at the extra trip hourly driving rate for the actual hours in attendance at the course, plus two additional hours for travel. Time sheets and course completion certificate must be submitted to the District for payment.

**ARTICLE XVII
STUDENT DISCIPLINARY HEARING**

When required by the Superintendent of Schools or his/her authorized designee bus drivers required to attend student disciplinary hearing will be paid at the current trip rate for time spent at said hearing provided the employee is not otherwise working.

**ARTICLE XVIII
PAYROLL DEDUCTIONS**

The District will allow a payroll deduction to be deposited into any bank or Credit Union. Employees must specify the dollar amount of the deduction and bank choice to the business office as requested. Any changes can be made only two (2) weeks prior to the first (1st) pay period at the second (2nd) semester. A new employee shall be eligible to join the Credit Union within thirty (30) days after receiving a contract run or during the first (1st) month of each semester after initial employment.

**ARTICLE XIX
RETIREMENT**

A. RETIREMENT PLAN

The current retirement plan shall be 75-i.

B. ELIGIBILITY AND MEMBERSHIP

As an employee of Marcellus Central School District, bargaining unit members are eligible to become members of the New York State Employees Retirement System. Upon employment the employee shall contact the business office to fill out the necessary forms.

C. CONVERSION OF UNUSED ACCUMULATED SICK LEAVE

1. RSSL 41j Service Credit

Upon retirement, each unit member may choose, pursuant to Section 41j of the Retirement and Social Security Law (RSSL), to convert accumulated unused sick leave to retirement service credit up to the maximum allowed by law (currently 165).

2. Sick Day buy-out for days above 41-j Service Credit

Any accumulated unused sick days beyond the 165 days that were submitted for 41j Service Credit, up to a maximum of 200 days, shall be paid upon retirement from the District at the rate of thirty (\$30) dollars per day.

3. Optional Sick Day buy-out for all days

For those members who choose not to use the 41j credit, or for those members who are not enrolled in the New York State Employees Retirement System and who meet the eligibility requirements set forth in the Article and retires from the District, shall receive fifteen (\$15) dollars per accumulated unused sick days for the first 165 days, and shall receive thirty (\$30) dollars per day for any accumulated unused sick days beyond 165 days, up to a maximum of 200 days.

4. Eligibility

To receive the above benefits, a minimum of fifteen (15) years of District service is required and the unit members must be eligible for retirement and retire under the New York State Employee's Retirement System. Additionally, the unit member must notify the Superintendent in writing at least three (3) months prior to the effective date of the retirement. At the Superintendent's discretion, the notice requirements may be waived for extenuating circumstances.

**ARTICLE XX
INSURANCE**

A. ELIGIBILITY

All bargaining unit members working twenty (20) hours a week or more on a continuing basis will be eligible to participate in the District group insurance program.

B. HEALTH INSURANCE

The plan of benefits and the contribution of the District and the employee are as follows:

Health Insurance	District will pay	Employee will pay
Individual Premium	95%	5%
Family Premium		
Effective 9/1/2014	90%	10%
Effective 9/1/2015	89%	11%
Effective 9/1/2016	88%	12%
Effective 9/1/2017	87%	13%
Percentages above are applied to the total premium cost of the plan.		

C. PRESCRIPTION DRUG PLAN

Effective September 1, 2015, the co-pay obligations of each employee for the prescription drug rider to the District's Health Insurance Plan will reflect the Three-Tiered payment structure offered through the Cooperative Health Insurance Fund of Central New York at the rates of \$5 Tier I, \$15 Tier II and \$30 Tier III (Retail Pharmacy) and 2 times those amounts, i.e., \$10 Tier I, \$30 Tier II and \$60 Tier III for mail order pharmacy for a 90-day supply.

D. LONG TERM DISABILITY, LIFE INSURANCE, DENTAL INSURANCE

1. Long Term Disability – Employee Only: District will pay 100%, Employee will pay 0%.
2. Life Insurance Equal to two (2) times annual salary: District will pay 100%, Employee will pay 0%.
3. Dental Insurance – Individual or Family: District will pay up to \$150 per participant, Employee will pay the balance of the premium.

E. HEALTH INSURANCE -- RETIREMENT

Effective for those unit members who retire on or after the date the Board of Education ratifies this Agreement, the District will offer health insurance coverage into retirement under the following conditions:

1. The District will contribute up to \$2,400 per year for a maximum 10 year consecutive period.
2. A minimum 15 year service requirement to the district is required.
3. Normal requirement of district health insurance eligibility for coverage into retirement to be the same as an active employee.
4. The District contribution may be applied to either an individual or family plan. The retiree will be responsible for any additional costs to the District beyond the District contribution listed in number 1 above.
5. The employee must provide the District with 3 months notice in writing prior to retirement date.
6. The employee must retire from the District & TRS or ERS simultaneously and receive a pension annuity from the System.
7. Health insurance coverage into retirement for the individual does not include dental, life or disability insurance.
8. Bargaining unit members will have the right to continue individual coverage when the above mentioned benefit ends. The retiree will then be responsible for the total premium.

ARTICLE XXI
SENIORITY

A. CALCULATION OF SENIORITY

Seniority shall be based upon an employee's length of continuous uninterrupted service, under the employ of the Marcellus Central School District and/or U.T.C. at Marcellus. Seniority shall be measured from the last date of hire as a school bus driver by the District and/or U.T.C. at Marcellus and shall be reduced by any unpaid leave(s) of absence in excess of ten (10) days. A break in continuous service will result in a loss of seniority earned prior to the last date of hire.

B. SENIORITY RIGHTS

Seniority shall prevail at all times for layoff, recall and the awarding of runs resulting from annual bidding.

C. SENIORITY LIST

A seniority list containing the names of all bargaining unit members, date of hire and accumulate service time (See Article XXI, Section (A)) shall be posted annually in the transportation center and a copy will be provided to the Union President.

D. LIST OF BARGAINING UNIT MEMBERS

The District shall furnish the Union, upon request, a list of bargaining unit members, salaries, and hours by October 1 of each year and at the outset of negotiations.

ARTICLE XXII
JOB POSTING AND FILLING POSITIONS

A. BID MEETING

Prior to the start of the school year and in conjunction with the 2 hour safety refresher course a meeting of the bargaining unit will be held at which time the runs will be bid on and awarded as follows:

1. A driver's regular route consists of one (1) or more run(s).
2. Run Categories:
 - a. A.M. - P.M.
 - b. Midday (example: Noon kindergarten or BOCES)
 - c. Late runs

3. Bidding for runs will be based on seniority as follows:
 - a. Driver will select from category 2 (a).
 - b. Driver will then select from category 2(b) and category 2(c).
4. Any runs not selected after the first (1st) round of bidding will be available for a second (2nd) round in accordance with the procedures of Number 3 *above*.
5. After the second (2nd) round is *over* any runs not selected will be assigned by the transportation supervisor.
6. Drivers may elect in writing to be represented by proxy. The proxy will bid on the absent driver's runs in accordance with that driver's seniority.
7. Drivers not present and not represented by proxy will be assigned runs at the end of bidding by the transportation supervisor.
8. The transportation supervisor will announce prior to the end of the school year the date of the meeting at which the bidding will take place. The meeting shall not be scheduled more than five (5) work days prior to the Labor Day Holiday.
9. Anyone losing a midday or late run prior to October 15 of each school year shall be able to bump the least senior driver with a similar type run providing such run fits into the bumping employee's schedule prior to October 1.

B. VACANT OR NEW ROUTES

Any route that becomes *vacant* or any route which is newly created during the school year will be posted for a period of *five* (5) workdays. Any employee who wants to be considered for the route must apply during the posting period. While seniority will be given consideration the final decision as to the award of the run rests solely with the District which will provide the reason(s) for the award which will be subject to the grievance procedure. Any employee shall be limited to only one (1) bid that results in a run change for such employee during the school year unless otherwise approved by the District.

C. DIMINISHED ROUTE

1. Bumping will not be permitted when a route is diminished or increased.
2. For in-district runs, the run will be paid based on the hours assigned at the time the bid was awarded, and pay will not be diminished. Hours assigned to runs may be adjusted when the next bidding cycle occurs
3. Out-of-District runs will be paid based on the actual length of run. When a route is permanently diminished or extended based on student drop off locations, hours will be adjusted accordingly. There is no guarantee of hours paid.

4. For runs that are both in-district and out-of-district, the sections above will be applied to each respective portion of the run.

D. SUMMER RUNS

Summer runs shall be determined and scheduled to the extent possible and as early as feasible each school year. Eligible drivers may bid on such runs as they are scheduled in accordance with the rules of this section.

**ARTICLE XXIII
ROUTING CHANGES**

The District agrees that prior to any changes in routing which may occur during the school year the driver *involved* will be notified in *advance*.

**ARTICLE XXIV
DRIVER INFORMATION**

A. STUDENT INFORMATION

The District will furnish each driver with full information regarding the student passengers assigned to his/her route. Such information will include the names and addresses of each of his/her passengers as well as pertinent medical information (when known) for emergency use to the extent permitted by law.

B. STUDENT DISCIPLINARY ISSUES

The District agrees to *give* full cooperation and support to drivers encountering disciplinary problems with student passengers. Passengers who are disruptive or otherwise endanger the safety of the run by destructive behavior, shall be reported by use of the transportation discipline report to the transportation supervisor for action. Resident pupils attending out-of-District schools shall be reported to the transportation supervisor.

C. VOLUNTEER FIREMEN

Volunteer firemen shall be permitted to answer fire calls without loss of time prior to the actual departure of the bus from the point of origin of the run. In such event a substitute driver will be utilized to take over the run. However, at no time will a volunteer fireman be permitted to leave the bus once the trip is underway or in the absence of a qualified substitute driver.

**ARTICLE XXV
EXTRA TRIPS**

A. ROTATION OF EXTRA TRIPS AND SHUTTLE RUNS

Extra trips shall be rotated on a fair and equitable basis among all the drivers in the bargaining unit with as little interference as possible to a driver's regular routes. The District will assign extra trips in accordance with Sections B-D below and will decide when a layover is or is not required. Shuttle runs within the District will be assigned from a separate list in the same way as extra trips.

B. ELIGIBILITY

For a driver to be eligible to receive extra trips (s)he must sign an extra trip form. All extra trips will be posted a week in advance or as soon as possible. No extra trip shall be assigned more than 10 to 14 working days prior to the day the trip is to be made. Whenever possible, trips shall be assigned at least 48 hours prior to the trip.

C. SENIORITY

Trips will be awarded on a system of rotation and seniority among those applying. For example, if two (2) drivers sign up for the same trip the driver who last received a trip will not be awarded this trip. In the event two (2) or more drivers received their last extra trip for the same day the driver with the most seniority will be awarded the extra trip.

D. ASSIGNMENT

1. Drivers bidding on or assigned to extra trips may be, if absolutely necessary in the Transportation Supervisor's discretion, required to forego their A.M. or P.M. runs whichever is applicable and the District also reserves the right to assign a driver (Substitute's first) to an extra trip if necessary.
2. Split trips or one way trips will require a minimum of 2 hours each way.

E. CANCELLED TRIP

If a driver shows up for an extra trip and the trip is cancelled without the driver receiving at least a one hour notice, the driver shall receive one hour pay at the trip rate.

F. TRIP RATE

The hourly rate for extra trips will be \$18.00 for the 2014-2015, 2015 – 2016, 2016-2017 and 2017-2018 school years.

G. POSTING

Extra trip assignments shall be posted as awarded to each driver, on a chart to be displayed in the driver's room.

**ARTICLE XXVI
SPECIAL ASSIGNMENTS**

A. MEAL REIMBURSEMENT

For the term of this contract, upon submittal of a valid receipt to the District, eligible employees will be reimbursed cost of actual meals up to the following rates:

1. **BREAKFAST** **\$8.00** Employees who are scheduled for an extended overnight trip.

2. **LUNCH** **\$10.00** Employees who are required to work because of a special assignment during lunch (10:30 a.m. – 1:30 p.m.)

3. **DINNER** **\$12.00** Employees who are required to work because of a special assignment during dinner (4:30 p.m. – 7:30 p.m.)

B. OVERNIGHT LODGING

The District will make accommodations and pay for lodging for an employee who is required to stay overnight due to a special assignment.

**ARTICLE XXVII
COMPENSATION**

A. WORK YEAR

1. **Paid Time**

Drivers will be paid their assigned number of hours for student days, holidays, and snow days. Drivers will be paid their rate according to Article XXVII(C) for attendance at training, road tests and monthly department meetings..

2. **Holidays**

Paid Holidays include Columbus Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day.

B. EXCESS WORK HOURS

1. Any hours worked in excess of the above will be paid at the employee's regular hourly rate unless overtime applies.

2. Wages shall not be annualized. Employees shall be paid for actual hours worked. Time sheets shall be required for all hours worked.

C. SALARY SCHEDULE

1. Substitute and Regular Rates of Pay

For the July 1, 2014 through the June 30, 2018 contract period, the following rates shall apply:

<u>RATES</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
>12/31/2009	\$22.50	\$23.10	\$23.75	\$24.40
<1/1/2010	\$23.00	\$23.70	\$24.40	\$25.00
<1/1/1995	\$24.60	\$25.30	\$26.00	\$26.70
<1/1/1990	\$25.60	\$26.30	\$27.00	\$27.75
Substitute	\$20.00	\$20.00	\$20.00	\$20.00

2. Long-Term Substitute and Probationary Drivers Rates of Pay

- a. Long-Term Substitute pay rate shall be two dollars (\$2.00) less than the rate of pay shown above for drivers hired after December 31, 2009.
- b. Probationary drivers in their first 12 months of service (probation) shall have a pay rate of one dollar (\$1.00) less than the rate of pay shown above for drivers hired after December 31, 2009.

**ARTICLE XXVIII
GENERAL ITEMS**

A. SANITARY FACILITIES

The District shall provide and maintain adequate washroom and toilet facilities for both male and female employees at the bus garage. Soap, towels, washing facilities and all other necessary items shall be supplied by the District for the employees' use.

B. LICENSES

The District will reimburse all drivers within the Marcellus Transportation Employees Union for the difference in cost between a New York State regular operator's license and a New York State commercial driver's license. (CDL) Reimbursement will be made following the driver's submission of a valid receipt from the Motor Vehicle Department showing the cost of the CDL.

**ARTICLE XXIX
GRIEVANCE PROCEDURE**

A. ESTABLISHMENT OF PROCEDURE

The parties hereto agree that the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the school system, and therefore establish this procedure to secure equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisals, and by which the District and its employees are afforded adequate opportunity to resolve disputes without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. PROCEDURE

In accordance with the foregoing should differences arise between the District and the Union as to the interpretation or application of any of the provisions contained in this Agreement the following procedure will take place:

1. Step 1 (Superintendent)

The Union or employee(s) having the grievance shall first (1st) present the grievance through their shop steward to their immediate supervisor. If the grievance cannot be resolved verbally at this point the steward shall submit within *five* (5) days the grievance in writing to the Administration stating the specific provision of this Agreement that is alleged to be in violation. If a satisfactory settlement is not affected between the Administration and the steward within ten (10) days the issue shall be submitted to the superintendent of schools. If not resolved by the superintendent within ten (10) days the Union may appeal to the Board of Education.

2. Step 2 (Board of Education)

The Union's field representative and the Board of Education shall meet within ten (10) days after the filing of the formal written appeal from Step 1 and shall discuss and attempt to resolve the dispute. If the issue cannot be satisfactorily resolved at this Step it may be referred to the American Arbitration Association for the purpose of reaching a settlement through

3. Step 3 (Arbitration)

a. If no settlement is reached through the procedures of Step 2 either party shall *have* the right to refer the issue to binding arbitration. This step must be taken within fifteen (15) working days following the meeting with the Board.

- b. The party desiring to pursue the issue further to arbitration shall notify the other party of its intention to arbitrate the dispute. Failure to observe the time limitations contained herein shall constitute a waiver of the right to arbitrate the matter in dispute.
- c. The arbitrator shall have no power to add to, modify, subtract from or otherwise alter the provisions of this Agreement and shall be limited to resolving the issue within the intended interpretation and/or application of the provisions of this contract.
- d. The expense of the arbitration proceeding shall be shared equally between the District and the Union. Each party shall however, bear its own legal expenses.

**ARTICLE XXX
VISITATION**

The Union through its representatives shall have the right to visit the District and transportation center to discuss Union business with members of the Union provided proper notice is given and there is no interference with the operation of the transportation department.

**ARTICLE XXXI
EXCLUSIVITY OF AGREEMENT**

The District agrees that this Agreement constitutes the primary instrument for establishment of wages, hours of work and other conditions of employment for employees in the bargaining unit and therefore will not negotiate directly or individually with any employee(s) covered by this Agreement. No employee shall make any written or verbal agreement that will conflict with the provisions of this Agreement.

**ARTICLE XXXII
HEALTH AND SAFETY**

The parties agree to accept one (1) representative from the union to serve on the District Safety Committee. This representative shall be selected by the union.

**ARTICLE XXXIII
CONFORMITY TO LAW**

A. SUBJECT TO FEDERAL AND STATE LAWS

This Agreement shall be subject to and subordinated to any present and future federal and state laws and the invalidity of any provisions of this Agreement by reason of such existing or future law shall not affect the validity of the surviving portions.

B. SURVIVABILITY

If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

C. RENEGOTIATION OF INVALID PROVISIONS

In the event of a determination pursuant to Sections A and B above, the District and the Union will meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provision(s).

**ARTICLE XXXIV
MANAGEMENT RIGHTS**

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the District in regard to the operation of its work and business and the direction of its work force which the District has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the District.

**ARTICLE XXXV
DURATION**


This Agreement shall be dated July 1, 2014, to June 30, 2018, and shall remain in full force and effect until amended or replaced.

Negotiations on a successor Agreement will commence between January 15, 2018, and March 15, 2018, unless the parties mutually agree to other dates.

**ARTICLE XXXVI
TAYLOR LAW REQUIREMENT**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

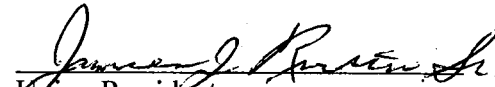
FOR THE DISTRICT:



Superintendent

Dated this 8 day of Oct., 2015

FOR THE UNION:



Union President

Dated this 5th day of October, 2015