

AGREEMENT

-between-

BOARD OF EDUCATION OF

NORTH SHORE CENTRAL SCHOOL DISTRICT

-and-

UNITED PUBLIC SERVICE EMPLOYEES UNION

(PART-TIME BUS DRIVERS UNIT)

July 1, 2008 – June 30, 2012

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AGREEMENT made this 21 day of February, 2009, by and between the BOARD OF EDUCATION OF NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

WITNESSETH

ARTICLE I. RECOGNITION

A. The District hereby recognizes the Union as the exclusive representative of all part-time bus drivers, excluding all other employees (as set forth in the January 22, 1993 Decision of the Director of the New York Public Employment Relations Board), for the purpose of negotiating collectively and in the administering of all grievances arising under the terms of this Agreement and for the purpose of entering into written agreements in determining such terms and conditions of employment.

B. The Union shall be entitled to unchallenged representation status for the maximum period permissible by law.

C. The District shall deduct regular membership dues from the wages of those unit members who submit duly executed authorization permitting such payroll deductions.

No later than thirty (30) days after the effective date of this Agreement or thirty (30) days after the effective date of employment, whichever is later, each unit member who is not a member of the Union will pay to the Union each month a service charge toward the administration of this Agreement and the representation of such unit member; provided, however, that each unit member will have available to his/her membership in the Union on the same terms and conditions as are available to Union members. The Union shall certify the amount of the service charge to the District. The District shall deduct such fee in the same

manner the membership dues are deducted, provided that the Union certifies to the District that it has established a refund plan pursuant to Civil Service Law §208(3), and the Union complies with all statutory requirements regarding agency fee.

The District shall supply the Union with the names of the new unit members prior to the deduction of any agency fee for those unit members.

The Union shall indemnify the District and any representative of it and hold the District and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the District or any of its representatives for the purpose of complying with provisions of this Agreement and/or state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be members of the Union. In addition, the Union shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

## **ARTICLE II. WAGES**

A. Members of the unit shall be paid in accordance with the schedule annexed hereto.

Unit members who have eight or more years of service at the beginning of the school year shall receive a \$425 longevity payment per year. Unit members who have twelve or more years of service at the beginning of the school year shall receive a \$550 longevity payment per year. These amounts shall not be cumulative. The above-referenced longevity payment(s) shall not be added to base wages and shall be made on the July 1<sup>st</sup> following the anniversary date of employment.

B. Canceled Trips -- Unit members scheduled to work a route that is subsequently canceled shall receive two hours pay if they were called in from outside the District. Unit members shall

not receive any compensation if a route is canceled while the unit member is working or prior to his/her reporting to the District.

**ARTICLE III. OVERTIME**

A. Time spent actually working at the direction of the District (not including meal periods) in excess of 40 hours per week shall be paid at one and one-half times the regular hourly rate.

The Union herewith agrees that, subject to the consent of the North Shore Central School District, UPSEU-Custodial Unit, Custodian bus drivers shall no longer be placed on the rotational list for assignment to athletic trips, field trips and/or additional bus runs.

B. Unit members shall be paid at two (2) times the regular hourly rate for any hours worked on the following holidays, provided that they do so at the direction of the District:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Day after Easter  
Memorial Day

**ARTICLE IV. INSURANCE**

A. The District shall continue to provide on behalf of the members of the bargaining unit the Health and Major Medical Insurance Plan as negotiated by the District and North Shore Schools Federated Employees Teachers Unit. Eligible unit members hired prior to July 1, 2008 shall contribute 16% towards the premium costs for individual and family health insurance coverage effective July 1, 2008; 17% towards the premium costs for individual and family health

insurance coverage effective July 1, 2009; 18% towards the premium costs for individual and family health insurance coverage effective July 1, 2010; and 20% towards the premium costs for individual and family health insurance coverage effective July 1, 2011.

Eligible unit members hired on or after July 1, 2008, shall contribute 20% towards the premium costs for individual and family health insurance coverage.

B. Eligible unit members shall continue to receive health insurance coverage into retirement subject to the following:

1. Eligible unit members shall have completed a minimum of ten (10) years of cumulative service with the District prior to the effective date of his/her retirement.
2. Unit members shall be eligible for said coverage into retirement subject to the rules and regulations of the Health Insurance Plan;
3. The District shall contribute 50% of the premium cost of individual coverage into retirement;
4. The District shall contribute 35% of the premium cost of family coverage into retirement;
5. Unit members must be enrolled in the District Health Insurance Plan as an active employee at the time of retirement in order to continue to receive said coverage into retirement.

C. The District shall provide unit members with group life insurance in the total amount of \$4,000, for which the District shall pay the full premium.

D. Unit members with three or more years of continuous service in the District shall be eligible for enrollment in the New York State Disability Program effective the July 1 following their three year anniversary date. Participating employees shall contribute the maximum amount permitted by law.

E. Eligible unit members shall receive District sponsored dental benefits. To be eligible for this benefit the unit members must:

1. have 12 years of continuous service in the North Shore School District;
2. be regularly scheduled for 20 hours or more per week;
3. Represent to the District in writing (subject to verification) that they are not be eligible for dental insurance under a spouse's plan;

Employees who participate in the District's dental insurance plan are ineligible to receive the longevity payments set forth in Article II A. of this Agreement.

#### **ARTICLE V. UNION BUSINESS**

A. The District shall make available to the Union, without charge, space for the conduct of general meetings of the membership and individual committee meetings.

B. No Union business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

C. A union representative may enter the premises for Union business upon prior notice to the Assistant Superintendent for Business. Entry will be after working hours when school is not in session, unless prior approval is given by the Assistant Superintendent for Business.

D. The Union shall have free and unhindered use of school mail service and boxes for the purpose of distributing material to its membership provided such use does not interfere with official use by the District.

## **ARTICLE VI. RETIREMENT**

The District shall provide for coverage pursuant to Section 75(i) of the New York State Employees' Retirement Plan for eligible unit members who are permanent employees.

## **ARTICLE VII. EXAMINATIONS**

Unit members shall comply with the District's policy regarding medical examinations.

## **ARTICLE VIII. GRIEVANCE PROCEDURE**

1. Each unit member shall be entitled to a representative of his/her own choice at each step of the grievance procedure.
2. Any disputes arising concerning the interpretation or application of the terms of this Agreement, or the rights claimed to exist thereunder, may be the subject of a grievance and shall be processed and resolved in accordance with the following:
  - A. A grievance shall be presented by the aggrieved unit member to the Director of Transportation, in writing, within ten working days after the alleged grievance arises. Within five working days after receipt of the written grievance, the Director of Transportation shall confer with the aggrieved unit member and his/her representative, if the unit member so desires.
  - B. In the event such grievance is not resolved, in writing, within five working days following such conference with the Director of Transportation, the aggrieved unit member shall present it, in writing, within five working days thereafter to the Assistant Superintendent for Business and Personnel.
  - C. Within five working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses. In the event such grievance is not

satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten working days after such conference, the grievance shall be presented in writing within ten working days after receipt of the reply to the Superintendent of Schools for settlement. Within five working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved unit member and his/her representative, if he/she so chooses.

D. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten working days after presentation, the grievance shall be presented, in writing, within ten working days after receipt of the reply to the Board of Education for settlement. The decision of the Board of Education shall be final and binding.

#### **ARTICLE IX. SICK LEAVE, BEREAVEMENT LEAVE AND SNOW DAYS**

1. Unit members shall be entitled to ten paid sick leave days per year. For each sick day not used by the unit member by June 30, the District shall pay that unit member the daily amount of his/her wages.

2. The policy of paid sick leave in cases of short-term illness shall be subject to the District's discretion. This District's discretion shall be exercised to deny sick leave where there is a determination that the unit member is abusing the sick leave policy.

3. Unit members shall be entitled to receive 2 bereavement days per school year.

4. Unit members shall be paid for emergency snow days when these days shall not be made up at a future date. If school is closed for a snow emergency and a "make up" day is anticipated, unit members will be paid in the payroll period for the "make up" day.

#### **ARTICLE X. UNPAID LEAVES OF ABSENCE**

All unpaid leaves of absence, regardless of duration must be approved, in writing, by the Assistant Superintendent for Business at least thirty (30) days prior to the expected date of the leave of absence. Approval for unpaid leaves of absence shall be at the sole discretion of the District and said determination(s) shall not be grievable.

#### **ARTICLE XI. JURY DUTY**

Subject to the requirements of law, employees shall be required to adjourn jury duty to a time when school is not in session.

#### **ARTICLE XII. SUBCONTRACTING**

The District may continue to contract for pupil transportation services.

#### **ARTICLE XIII. WORKER'S COMPENSATION**

The District reserves the right to send an employee to a physician designated by the District at any time after a work related injury.

Employees shall notify the building administrator of any work related accident or injury immediately after such incident occurs. All appropriate forms shall be completed prior to the end of the work day. In the case of an accident occurring after hours, such employees must notify their supervisor as soon as practical, and in no event, no later than the next business day. Should the building administration be unavailable, the director of facilities or his designee shall be notified.

#### **ARTICLE XIV. TRAINING PAY**

All individuals hired after July 1, 2002 shall be paid at the federal minimum wage for time spent in training to obtain a valid CDL license (up to 30 hours). If the new driver remains in the employ of the District for one year after obtaining the license, the District shall reimburse the

employee the difference between the minimum wage and his/her contract rate of pay at the time he/she underwent the training. The District shall also reimburse the new employees for the cost of the CDL course, up to a maximum of \$100.00. Proper receipts must be submitted upon request.

#### **ARTICLE XV. MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise, direct and transfer the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to establish, modify and enforce work rules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

#### **ARTICLE XVI. ILLEGALITY**

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

#### **ARTICLE XVII. TAYLOR LAW NOTICE**

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.

**ARTICLE XVIII. RE-OPENER CLAUSE**

In the event that the New York State Legislature enacts into law a statute establishing "caps" on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation becomes law, then either party may thereupon demand the initiation of re-opener negotiations respecting salary and health insurance.

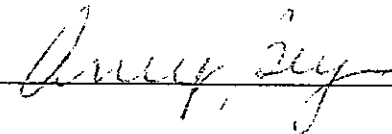
**ARTICLE XIX. DURATION OF THIS AGREEMENT**

This Agreement shall be effective July 1, 2008, and shall remain in full force and effect to and including June 30, 2012, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, on or before January 15, 2012 or any subsequent January 15<sup>th</sup>, of its desire to make changes herein or to terminate this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

BOARD OF EDUCATION OF  
NORTH SHORE CENTRAL  
SCHOOL DISTRICT

UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
(Part-time Bus Drivers Unit)

By: 

By:  KEVIN E. RAYE SR.  
PRESIDENT

Dated: 6/4/09

Dated: 5/28/09

## PART-TIME BUS DRIVERS-SALARY SCHEDULE

| STEP | CLASS C          |                  |                  |                  | CLASS B          |                  |                  |                  |
|------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|      | 2008-09<br>3.50% | 2009-10<br>3.50% | 2010-11<br>3.50% | 2011-12<br>3.50% | 2008-09<br>3.50% | 2009-10<br>3.50% | 2010-11<br>3.50% | 2011-12<br>3.50% |
| 1    | 19.88            | 20.58            | 21.30            | 22.05            | 20.71            | 21.43            | 22.18            | 22.96            |
| 2    | 20.23            | 20.94            | 21.67            | 22.43            | 21.06            | 21.80            | 22.56            | 23.35            |
| 3    | 20.59            | 21.31            | 22.06            | 22.83            | 21.39            | 22.14            | 22.91            | 23.71            |
| 4    | 20.94            | 21.67            | 22.43            | 23.22            | 21.74            | 22.50            | 23.29            | 24.11            |
| 5    | 21.28            | 22.02            | 22.79            | 23.59            | 22.11            | 22.88            | 23.68            | 24.51            |
| 6    | 21.61            | 22.37            | 23.15            | 23.96            | 22.51            | 23.30            | 24.12            | 24.96            |