

AGREEMENT

between

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

and

CIVIL SERVICE EMPLOYEES' ASSOCIATION
Local 1000 AFSCME AFL-CIO
Bus Drivers Unit

July 1, 2021

to

June 30, 2025

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BUS DRIVERS CONTRACT
7/1/21 - 6/30/25

AGREEMENT between Locust Valley Central School District, Town of Oyster Bay, Nassau County, New York, hereinafter referred to as the "District", having its principal office at the Administration Building, Horse Hollow Road, Locust Valley, New York and the

Civil Service Employees' Association Inc., Local 1000 AFSCME AFL-CIO, the recognized union by its Locust Valley Central School District Local Bus Drivers Unit of Local 865 CSEA, having its principal office at 143 Washington Avenue, Albany, New York 12210.

WITNESSETH:

WHEREAS, the parties hereto have duly negotiated the terms and conditions of the employment of the hereinafter described public employees within the Locust Valley Central School District, for the period July 1, 2021 through June 30, 2025, and desire to duly incorporate the said terms and conditions in a formal Agreement, all in accordance with law, and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms, covenants and conditions herein contained, do hereby AGREE as follows:

ARTICLE I
Pre-Conditionary Procedure

1. The Superintendent of Schools, Locust Valley Central School District, Town of Oyster Bay, Nassau County, New York as the chief executive officer of said District under the government of the Board, pursuant to Section 201 of the Civil Service Law, paragraph 13, shall execute this Agreement on its behalf as the public employer, subject to its legislative approval by the Board thereafter as required by law.

ARTICLE II
Recognition

1. The District, pursuant to Section 204 and 207 of the Civil Service Law ("The Public Employees' Fair Employment Act"), hereby recognizes the Association as the exclusive representative of the District employed Bus Drivers, and the Assistant Dispatcher.
 - a. This recognition and the acceptance thereof by the Association, are with the acknowledged intention of the parties hereto to fulfill the purposes prescribed in said Section 204; and
 - b. The extension to the Association of all rights prescribed in Section 208 to unchallenged representation of the described public employees, of the duration of the Agreement or as may otherwise be provided by law.

2. The Association agrees, individually and on behalf of its members, to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees Fair Employment Act, and as such Section prohibits strikes by public employees.
3. Pursuant to the provisions of Section 204-a of the aforescribed Civil Service Law:

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

4. The Civil Service Employees Association, Inc. shall have the exclusive rights to payroll deduction of dues for employees covered by this agreement. Such dues shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210 on a payroll period basis. No other organization shall be accorded by payroll dues deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

ARTICLE III
Working Conditions

1. SENIORITY: For all purposes in this Agreement, unless otherwise indicated, seniority shall mean length of continuous service within a position represented by this Bargaining Unit.
2. REPORTING TIME: Drivers will be required to report for work or call thirty (30) minutes prior to scheduled rolling time. The thirty (30) minutes shall be included as part of the drivers' scheduled run. All drivers are required to sign out from work within fifteen (15) minutes after the end of the scheduled run. Compensation will not be provided to drivers after that fifteen (15) minute period.

All drivers' morning shifts shall consist of a minimum of two (2) hours.

All drivers' afternoon shifts shall consist of a minimum of two (2) hours.

All mid-day drivers' shifts shall consist of a minimum of two (2) hours.

All drivers assigned to work on Saturdays shall be guaranteed a minimum of three (3) hours work.

All drivers assigned to a District operated summer recreation program run shall be

guaranteed a minimum of four (4) hours time for that day. Should a run not operate on a particular day (due to inclement weather or for any other cancellation), the drivers shall receive a minimum of two (2) hours for reporting.

Any member of the unit who is recalled from home after the completion of a regularly assigned tour of duty shall be paid a minimum of two (2) hours for that recalled service. However, members of the unit who continue working at the close of their regularly assigned tour of duty will not be guaranteed a minimum of two (2) additional hours.

Only the drivers who work the holidays listed below are to be entitled to holiday pay and will be paid at a double time rate. Drivers shall receive holiday pay for the following:

Columbus Day
Veterans Day
Memorial Day
Thanksgiving Day

3. OVERTIME: Overtime shall consist of any hours worked over forty (40) hours per week.
4. DISTRIBUTION OF OVERTIME: The Administration shall strive, within reasonable limitation, to distribute the overtime equitably among the members of the unit. Records of overtime service shall be available to any member of the unit upon request through the Supervisor of Transportation.
5. SUBSTITUTE VEHICLE: The Supervisor of Transportation may assign substitute vehicles to drivers when it is considered necessary for efficient operations, such as inspection, long runs and similar operational considerations.
6. PARKING OF VEHICLES: Between runs, buses will only be parked in areas designated by the Supervisor of Transportation.
7. SELECTION OF RUNS: The District shall decide, in its sole judgment, which runs will be posted for driver selection. Upon posting, the drivers shall be permitted to pick their bus runs in accordance with the following:
 1. A.M. – P.M. runs, seniority picks first
 2. Mid-day runs/ late runs, – seniority picks first selecting either a mid-day or late run resulting in one pick. Drivers who select mid-day/late runs are to continue throughout the school year to work the mid-day/late run, except in the case of documented illness, injury or family leave. Should a driver continue to consecutively call in sick or otherwise not work his/her assigned mid-day/late run (ten (10) days or more), that driver's mid-day/late run shall be re-posted for others to apply for it. This shall not apply to drivers who do not work their mid-day/late run to work another run in the District.

3. Summer runs – seniority picks first; each driver shall choose one run, either van or bus.

It is understood that if a mid-day or late run shall become available after the beginning of the school year, selection will begin with the first driver on the list immediately following the driver who made the last selection of a late or mid-day run, i.e., no return to the top of the list.

In the event that a mid-day run does not materialize, or is cancelled/eliminated during the school year, and a subsequent mid-day run or late run, respectively, becomes available, the driver whose mid-day or late run was cancelled/eliminated shall have the first opportunity to take the new mid-day or late run, respectively, provided however, that new run does not conflict with that driver's or any other driver's current schedules. If said driver cannot or chooses not to take the newly available mid-day or late run, then selection will begin with the first driver on the list immediately following the driver who made the last selection of a late or mid-day run, i.e., no return to the top of the list.

Notwithstanding the first sentence of this section, it is the intention of the District to post runs, whenever possible, and to award that run to the driver with the most seniority who applies for the run. If, in the sole opinion of the District, such an award is not conducive to the efficient operation of the District, such an award is not conducive to the efficient operation of the transportation service, the District retains the right to award the run to a person of lesser seniority. Such awards will be reviewed by the District on a regular basis.

8. FIELD TRIPS/SPORT TRIPS: Field trips, sports trips, and extra work due to unavailability of drivers will be picked from a "round robin" rotation list. Drivers will be placed on this list in the order of A.M. and P.M. drivers by seniority, followed by A.M. only and/or P.M. only drivers in their order of seniority. E.g., the most senior person will have first choice at the beginning of Week 1 and wherever we leave off, assume at the sixth senior person, he/she will have the first choice in Week 2. If we then leave off at say the 14' senior person, he/she will have the first choice in Week 3. Bus drivers who relinquish a late/midday run to apply for a field/sport trip will not be permitted to bump the driver who was reassigned to the late/midday run if the field/sport trip gets canceled.
9. EMERGENCY SCHOOL CLOSINGS: In the event that schools are closed due to snow, ice or other hazardous conditions, unit members shall receive six (6) hours of compensation for such days. In the event that such days are scheduled by the District to be made up, the District reserves the option of having unit members work on the make-up days.

ARTICLE IV Safety

1. It shall be the duty of all personnel to report all working conditions that are unsafe. Such situations or conditions should be reported, in writing, to the Supervisor of Transportation.

2. No driver shall be required to operate a vehicle that has more than the legal amount of passengers on board (as determined by the Motor Vehicle Traffic Code.)
3. No member of the unit shall operate a motor vehicle which is unsafe or defective by reason of impaired brakes, steering or any condition which creates an imminent hazard. If an unsafe condition exists in any vehicle, the condition shall be called to the attention of the employee's immediate supervisor. If the supervisor deems that such a condition exists, then it shall be corrected or the driver shall be given another vehicle to operate.
4. Pre-trip and post-trip inspections and DOT checklists are to be completed daily.
5. Bus drivers are not permitted to wear shoes without a back, sandals, or high heeled shoes. Drivers who report to work in violation of this provision will be sent home without pay for the day.

ARTICLE V
Absences - Leave

1. SICK LEAVE for personal illness shall be granted to first year employees at the rate of one (1) day for each month of service up to maximum of ten (10) days per year. No person shall be paid for more than the rate of eight (8) hours on a given day.

Employees with more than one (1) full year of service shall be granted ten (10) days sick leave each year. Such days shall be advanced on September 1st, but shall be earned at the rate of one (1) day per month of service. In the event an employee uses more sick leave than he/she has earned prior to his/her separation from service, the dollar value of such used but unearned sick leave shall be deducted from the employee's final paycheck(s). If such paycheck(s) are insufficient, the employee shall reimburse the District for the dollar value of such used but unearned sick leave.

Unused earned sick leave days may be accumulated to a maximum of one hundred and eighty-five 185 days.

Sick leave days may only be used for absence due to personal illness of the employee or for illness of a member of the employee's immediate family.

The administration may require a physician's statement for any absence which, in the administrator's judgment, is questionable.

2. WORKERS' COMPENSATION: The District provides Workers' Compensation protection for any employee injured on the job. In the event of such an injury, forms for filing claims with the Workers' Compensation Board are available in the Business Office.

If an employee has a compensable job related illness or injury as determined by the Workers' Compensation Board, the absence shall be charged to the employee's

accumulated sick leave balance for the duration of the absence or until fully expended in which case full Workers' Compensation benefits will be paid for the duration of the disability. Employees shall re-earn charged sick leave time as determined by the Workers' Compensation Board.

3. **PERSONAL DAYS:** Three (3) days leave with pay may be used for personal business when provided said days are approved in advance by the Superintendent or his/her designee and the reason for the absence is communicated to the Assistant Superintendent for Business of his/her designee. Personal leave may only be taken for personal business that cannot be accomplished outside of working hours. Personal days will be non-cumulative for use in subsequent years. Personal days not used may be added to accumulated sick time. In the case of emergency, the requirement for advance notification and approval may be waived.

Personal days provided for in this Section may not be taken the day before or the day after vacation periods and/or holidays without the prior written approval of the Superintendent or his/her designee. When an emergency necessitates the taking of a personal day, either the day before or the day after a vacation period or holiday, approval may be given after the day is taken. Members of the Unit employed for the first time on or after July 1, 1983, are not eligible for personal leave until they have completed one continuous year of service. Two unit members shall be entitled to use two (2) of their personal days each year for attendance at CSEA functions.

4. **DEATH IN THE FAMILY:** For all absences due to death in the immediate family, five (5) days leave, without loss of pay, shall be allowed for each death, and the unused part of this allowance shall not be accumulated for use in subsequent years. The immediate family shall mean spouse, child, parent, grandparent, brother or sister, mother or father-in-law, or relative living in the household of the employee. At its discretion, upon the employee's return to work the District may require the employee to provide the District with proof of the date of death and the relationship between the employee and the decedent.
5. **JURY DUTY:** Drivers required to serve on a jury shall receive their regular pay for all days they are required to be absent due to such service. Any monies received from the government for jury service, excluding government reimbursement for expenses, shall be given to the District.

ARTICLE VI Insurance

1. **HEALTH INSURANCE:** The District shall allow all drivers who meet the eligibility requirements, the right to join the New York State Health Insurance program (or its options), or a plan that is subsequently equivalent for the duration of this Contract, provided such program remains available.

Prior to the implementation of a new health insurance program, the union will be notified

and will be given up to forty-five (45) days to prepare any comments on the proposed health insurance program. The proposed new program will be submitted to an independent arbitrator from the American Arbitration Association who will determine whether or not the plan is substantially equivalent. Only if the plan is deemed to be substantially equivalent to the plan being replaced, will the District be permitted to enroll the unit in the new plan. Benefits provided under the new plan will always remain comparable to those being offered under the New York State Health Insurance Program.

The employee premiums per month will be as follows:

| | |
|------------|--------------------------------|
| Individual | 18% of individual premium cost |
| Family | 18% of family premium cost |

The rules of eligibility for said program shall be:

Thirty (30) regularly scheduled hours of work per week

or

Ten (10) years of service with the District and works more than twenty (20) regularly scheduled hours of work per week.

Allow the offering of alternative lower cost health plans, in addition to the existing New York State Health Insurance Plan (or its replacement plan), at no cost to the employee. This "no-cost" plan shall be open only to employees who currently have coverage and wish to switch from the New York State Health Insurance Plan.

2. **DENTAL INSURANCE:** The District shall contribute up to the following amounts per month per eligible employee for dental insurance plans afforded to the bus drivers unit:

\$32.00

It is understood that the contribution will be for Bus Drivers who have picked a minimum of thirty (30) hours per week for their regular runs, or who have ten (10) years of service with the District and work more than twenty (20) regularly scheduled hours of work per week. The employees may elect to have their families covered by the plan, but any additional cost for such an option will be paid for by the employees.

In calculating eligibility for meeting the minimum threshold of working thirty (30) hours per week, field trips and extra work shall be included in the calculation. In that regard, as long as it is reasonably anticipated that a driver will achieve the thirty (30) hour weekly threshold on average during the school year, as determined by the Transportation Supervisor, such driver shall be deemed eligible for health insurance. However, unit members who are able to pick a thirty (30) hour run are required to do so to be eligible for health insurance coverage.

After achieving eligibility for health and dental insurance for one (1) full year (having and completing thirty (30) hours of regularly scheduled runs), if in the following years of service an employee is willing and able to accept thirty (30) hours of regularly scheduled

runs, but only twenty-five (25) or more hours or regularly scheduled runs are available at the time of the run selection, then health insurance benefits shall be maintained for that year. If a driver does fall below twenty-five (25) hours of regularly scheduled runs, unless covered by the ten (10) year/twenty (20) hour provision, then health and dental insurance benefits will cease for the remainder of that year, or until the driver has increased his/her regularly scheduled hours to at least twenty-five (25).

3. **LIFE INSURANCE:** Term life insurance will be provided by the District in the amount of two thousand (\$2,000) dollars for employees during their first year of employment, five thousand (\$5,000) dollars per employee during their second year of employment and twenty thousand (\$20,000) dollars for employees in their third and successive years of employment. At age 70, the amount of coverage shall be reduced to sixty-five (65%) percent of value (twenty thousand (\$20,000) dollars to thirteen thousand (\$13,000) dollars). Notwithstanding the above, the death benefit shall be as stated in the plan document and/or rules of the carrier.
4. **RETIREMENT:** Members of the unit are entitled to join the New York State Employees Retirement System. The District will provide Retirement Plan 75-I (for Tier 1 and Tier 2 members) and provisions 41(j) to participating employees covered in this agreement, subject to applicable state law and regulations.
5. **Employee Assistance Program:** The district shall have the right to establish an Employees Assistance Program

**ARTICLE VII
Compensation**

1. **WAGE SCHEDULE:**

Bus Drivers Hourly Rates

| Step | 07/01/2021- 06/30/2022 | 07/01/2022- 06/30/2023 | 07/01/2023- 06/30/2024 | 07/01/2024- 06/30/2025 |
|-------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1 | 22.94 | 23.40 | 23.87 | 24.35 |
| 2 | 23.77 | 24.25 | 24.74 | 25.23 |
| 3 | 24.55 | 25.04 | 25.54 | 26.05 |
| 4 | 25.21 | 25.71 | 26.22 | 26.74 |
| 5 | 25.57 | 26.08 | 26.60 | 27.13 |
| 6 | 26.00 | 26.52 | 27.05 | 27.59 |
| 7 | 26.40 | 26.93 | 27.47 | 28.02 |
| 8 | | | 27.87 | 28.43 |

Regular increment shall be provided all four (4) years of this agreement.

2. LONGEVITY:

UNIT MEMBERS WHO HAVE COMPLETED ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service within the unit shall receive the additional amounts per year, in accordance with the following schedule:

| | | | |
|---------|---------|---------|---------|
| 10 yrs. | 15 yrs. | 20 yrs. | 25 yrs. |
| \$600 | \$600 | \$600 | \$600 |

NOTES:

- a) Each employee whose service has been evaluated as being satisfactory or better, shall advance annually to the next higher step on the Wage Schedule. Increases in wages (increments, contractual raises, etc.) may be withheld for less than satisfactory service.

Prior to the withholding of increases in wages, the District will inform the employee and a representative of the Association of the possible impending action. If the employee requests, the District will meet with the employee, and at the employee's option, with his or her representative(s), to explain its rationale for the action, and to listen to input from the employee and his/her representatives. The District will, however, have the final decision on whether or not to withhold the employee's increases in wages.

The District may restore the withheld increases in wages at any time the District acknowledges that the employee has shown an adequate level of improvement in on-the job performance.

- b) PLACEMENT ON SCHEDULE: Placement on the schedule at the time of employment will be based upon the Administration's evaluation of previous experience as it relates to the requirements for the above positions. Subject to the provisions of paragraph (a) above, each unit member on paid status for six months or more during his or her initial year of employment shall be eligible for movement to the next step on the salary schedule and for credit toward longevity payments.

3. ATTENDANCE INCENTIVE:

- Drivers who are absent three or less times (personal or sick) in each two month time period over the school year shall receive an attendance bonus as follows:

0-1 day: \$200 2-3 days: \$150

There shall be five (5) of such two month time periods for which the bonus is

available during the school year.

- Drivers who are absent two or less times over the summer school program shall receive an attendance bonus as follows:

0-1 day: \$100 2 days: \$75

4. An employee, working a portion of a full hour will be paid in units of 1/4 of an hour for any time worked. An employee who works more than seven (7) minutes (eight (8) or more minutes) of any fifteen (15) minute period will be paid for the quarter of the hour.

FOR EXAMPLE:

If an employee has a two (2) hour run and the run is not completed for two (2) hours and eight (8) minutes, then the employee will be paid for two (2) hours and fifteen (15) minutes.

If an employee is scheduled to work two (2) hours and works two (2) hours and seven (7) minutes, the employee will be paid for two (2) hours.

The above does not have any bearing on the guaranteed four (4) hour work day.

5. **CDL Class B LICENSE DIFFERENTIAL:** Drivers who hold valid in force CDL Class B licenses, and are willing to accept CDL Class B assignments when requested by the District, shall be paid five hundred and fifty (\$550) dollars per year. Drivers who do not accept (refuse) CDL Class B assignments when requested by the District shall forfeit the CDL Class B differential for the entire year. This differential will be paid in lump sum at the end of the school year and shall be pro-rated for drivers working less than the full school year, and/or only working one (1) shift.

6. Drivers will be paid at their regular hourly rate for attendance at required safety meetings, driver meetings, "dry" runs and other work required by the District.

The District will not pay for driver time for the steps necessary to become qualified as a driver such as acquiring a bus driver's license, being fingerprinted or the twenty (20) hour training course required by the State of all first year drivers.

7. Tax Deferred Programs - Unit members shall be allowed to participate in the District's tax sheltered annuity program (IRS Section 403-B) and Deferred Compensation Program (IRS Section 457) as long as such programs are available to other employee groups in the District.

ARTICLE VIII
Grievances

1. A grievance shall be defined as a complaint by one (1) or more employees of the unit, of a violation, misapplication or misinterpretation of this Agreement. However, it is expressly understood and agreed that a dismissal or withholding of a wage increase shall not constitute a grievance or the basis thereof.
2. PROCEDURE:
 - a. Any employee aggrieved hereunder may present his/her grievance in writing to the Transportation Supervisor within ten (10) calendar days of when the grievant knew or should have known of the events giving rise to the dispute. A reply shall be given by the immediate supervisor indicating what action, if any, will be taken within five (5) days of the date of presentation of the grievance.
 - b. If the employee is dissatisfied with the action taken by the Transportation Supervisor with respect to his/her grievance, said employee shall submit his/her grievance, in writing, to the Assistant Superintendent for Business or his/her designee within ten (10) days of the date that the Transportation Supervisor's written reply was given.
 - c. If the employee is dissatisfied with the action taken by the Assistant Superintendent for Business or his/her designee, he/she shall have the right to appear before the Superintendent of Schools or his/her designee, if he/she so requests, and to be represented by the Civil Service Employees' Association or a representative chosen by the employee, if he/she so requests within ten (10) days of the determination of the Assistant Superintendent for Business or his/her designee. After considering the employee's grievance and contentions made in support thereof, and affording the Assistant Superintendent for Business or his/her designee an opportunity to submit his/her views both orally and in writing, the Superintendent of Schools or his/her designee shall take such actions as he/she deems proper and just and advise the employee and the Assistant Superintendent for Business or his/her designee, in writing of the action taken within ten (10) days of the date of appeal to the Superintendent of Schools or his/her designee.
 - d. If an employee is still not satisfied with the decision, the full complaint may be appealed to the Board of Education for review and final ruling. Such appeal must be submitted in writing to the Board of Education within ten (10) days of the date of the Superintendent's decision. All documents previously submitted at any stage of the grievance procedures, shall be presented to the Board of Education. The grieving employee and the Administrator who has previously ruled on the grievance before the appeal to the Board of Education, or any Administrator affected by the issue of the grievance, shall be entitled, upon request, to appear and be heard before the Board at a time that is mutually convenient to the parties. Such review shall be held as promptly as possible, on days coinciding with the forthcoming General or Special Meetings of the Board of Education but in no event shall such review take place later

than thirty (30) days following the date of the request for such Board meeting. The Board of Education shall give grievant at least ten (10) days prior notice of the review date. Upon request, the grieving employee is entitled to be represented by the Civil Service Employees' Association.

- e. The Board of Education shall decide the grievance within thirty (30) days of the filing of the grievance with the Board provided, however, that if the Board requires additional time, that the limit will be extended fifteen (15) days upon notice to the Association and the grievant. Any extension beyond forty-five (45) days will be only by mutual consent of the Board and the Association. It is understood, however, that grievances shall be determined as expeditiously as possible.

ARTICLE IX Miscellaneous

1. In the event any provision of this Agreement shall be declared to be contrary to law, or in violation thereof, such declaration shall be deemed by the parties as affecting said provisions only unless otherwise specifically provided in any by said declaration and all other provisions shall continue thereafter in full force of the fact EXCEPT AND UNLESS the provisions so declared shall be deemed to be such an integral part of this Agreement as to vitiate the entire Agreement.
2. SCOPE OF AGREEMENT: This Agreement is acknowledged by the parties to constitute the full and complete understanding between them and the parties hereto agree that all negotiable items have been considered, whether or not referred to herein, and that during the term of this Agreement neither party shall be required to negotiate on any matter not provided for herein.

Nothing herein shall prevent the parties hereto from mutually agreeing to consult and amend this Agreement on a voluntary basis.

3. MANAGEMENT RIGHTS: The District has complete authority over the policies and administration of the school system. The District shall continue to retain the exclusive right, among other customary rights of the School Boards and employers, to determine the standards for selection of employment, direct its employees, to hire, promote, transfer and assign employees, take disciplinary action, subcontract, maintain the efficiency of the District operation, determine the content of job, take all necessary actions to carry out its mission and execute complete control and discretion over the District's organization and the methodology of performing District affairs. The foregoing rights shall not be exercised in any manner which violates any provision of this Agreement.
4. DURATION: This Agreement shall be effective from July 1, 2015 through June 30, 2021.

ARTICLE X Assistant Bus Dispatcher

It is agreed that Civil Service Employees Association will represent the position of

Assistant Bus Dispatcher for the Transportation Office under the following terms and conditions:

1. The work year is twelve (12) months and the work day is eight (8) hours per day, exclusive of lunch. From the first Monday in July up to, but not including, the last week prior to Labor Day, the Assistant Bus Dispatcher's workday will be seven (7) hours per day, exclusive of lunch. Should overtime be required, the Assistant Bus Dispatcher will be compensated at straight time up to forty (40) hours, and at a rate of time and one-half beyond forty (40) hours.
2. SALARY: Schedule for annual twelve (12) month salaries Attached herein in subparagraph 15 of this Article
3. OVERTIME, beyond 40 hours per week, will be paid at the rate of time and one half.
4. The position will participate in the New York State Employees' Retirement System Pension Fund.
5. There will be thirteen (13) paid holidays per year:

| | |
|------------------------|-----------------|
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| Columbus Day | New Year's Day |
| Veterans' Day | President's Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |
| Martin Luther King Day | |

One (1) additional day per year over the winter holiday recess period as an additional holiday shall be provided for each year of the contract (2015/16 through 2020/21), beginning with the 2015/16 school year, subject to the limitation that the total number of days can never exceed the entire recess period.

Note: Should any of the above listed holidays fall on a day when school is in session or on a Saturday or Sunday, such holiday shall be scheduled on an alternative date that is mutually agreed upon by the parties.

6. VACATION will be two (2) weeks per year, after the first (1) through fifth (5) years, earned on a pro-rated basis. Beginning with the sixth (6) year of employment, vacation will be three (3) weeks per year. After eleven (11) years of service accruals will be four (4) weeks per year.

The determination of vacation dates for the Assistant Dispatcher will be in consultation with the Transportation Supervisor and if necessary, the Assistant Superintendent for Business or his/her designee. The District will make every effort to approve requested vacation dates. The final authority in approving such dates rests with the District.

7. SICK LEAVE will be twelve (12) days per year, and may be accumulated to a maximum

of two hundred (200) days. Such days shall be advanced on September 1st, but shall be earned at the rate one (1) day per month of service. In the event an employee uses more sick leave than he/she has earned prior to his/her separation from service, the dollar value of such used but unearned sick leave shall be deducted from the employee's final paycheck(s). If such paycheck(s) are insufficient, the employee shall reimburse the District for the dollar value of such used but unearned sick leave. The Assistant Bus Dispatcher shall be paid upon retirement from the District \$65 per unused sick day up to a maximum of 200 accumulated days.

8. **WORKERS' COMPENSATION:** The District provides Workers' Compensation protection for any employee injured on the job. In the event of such an injury, forms for filing claims with the Workers' Compensation Board are available in the Business Office.

If an employee has a compensable job related illness or injury as determined by the Workers' Compensation Board, the absence shall be charged to the employee's accumulated sick leave balance for the duration of the absence or until fully expended in which case full Workers' Compensation benefits will be paid for the duration of the disability. Employees shall re-earn charged sick leave time as determined by the Workers' Compensation Board.

9. The District will provide Medical Insurance with the Assistant Bus Dispatcher paying premium cost per month as follows.

| | |
|------------|--------------------------------|
| Individual | 18% of individual premium cost |
| Family | 18% of family premium cost |

10. **DENTAL PLAN:** The District shall contribute up to the following amounts per month per assistant bus dispatcher:

\$32.00

11. **LIFE INSURANCE:** Term life insurance will be provided by the District in the amount of two thousand (\$2,000) dollars for employees during their first year of employment, five thousand (\$5,000) dollars per employee during their second year of employment and twenty thousand (\$20,000) dollars for employees in their third and successive years of employment. At Age 70, the amount of coverage shall be reduced to sixty-five (65%) percent of value (twenty thousand (\$20,000) dollars to thirteen thousand (\$13,000) dollars). Notwithstanding the above, the death benefit shall be as stated in the plan document and/or the rules of the carrier.

12. Three (3) days leave with pay may be used for personal business when provided said days are approved in advance by the Superintendent or his/her designee and the reason for the absence is communicated to the Assistant Superintendent for Business or his/her designee. Personal days will be noncumulative for use in subsequent years. Personal days not used may be added to accumulated sick time. In the case of emergency, the requirement for advance notification and approval may be waived.

Personal days provided for in this Section may not be taken the day before or the day

after vacation periods and/or holidays without the prior written approval of the Superintendent or his/her designee. When an emergency necessitates the taking of a personal day, either the day before or the day after a vacation period or holiday, approval may be given after the day is taken. Members of the Unit employed for the first time on or after July 1, 1983, are not eligible for personal leave until they have completed one (1) continuous year of service.

13. For all absences due to death in the immediate family, five (5) days leave, without loss of pay, shall be allowed for each such death, and the unused part of this allowance shall not be accumulated for use in subsequent years. The immediate family shall mean spouse, child, parent, grandparent, brother or sister, mother or father-in-law or relative living in the household of the employee.
14. When required to serve on a jury, the Assistant Bus Dispatcher shall receive regular pay for all days absent due to such service. Any monies received from the government for jury service, excluding government reimbursement for expenses, shall be given to the District.
15. An Assistant Bus Dispatcher whose service has been evaluated as satisfactory or better, shall advance annually to the next higher step in the class on the salary schedule. Increases in salary (increments, salary schedules, differentials, etc.) may be withheld for less than satisfactory service. Prior to the withholding of increases in salary, the District will inform the Assistant Bus Dispatcher and a representative for the Association of the possible impending action. If the Assistant Bus Dispatcher requests, the District will meet with the Assistant Bus Dispatcher, provide the Assistant Bus Dispatcher with the rationale for the proposed action, and listen to input from the Assistant Bus Dispatcher and his/her representative(s) concerning the proposed action to withhold salary increases. The District will, however, have the final decision on whether or not to withhold the Assistant Bus Dispatcher's increases in salary.

The District may restore the withheld increases in salary at any time the District acknowledges that the Assistant Bus Dispatcher has shown an adequate level of improvement in on-the-job performance.

16. CDL Class B LICENSE CLAUSE: An Assistant Bus Dispatcher who holds a valid in force CDL Class B license and is willing to accept CDL Class B assignments when requested by the District, shall be paid five hundred fifty (\$550) per year. Assistant Bus Dispatchers who do not accept (refuse) CDL Class B assignments when requested by the District shall forfeit the Class II differential for the entire year. This differential will be paid in lump sum at the end of the school year and shall be pro-rated for Assistant Bus Dispatchers working less than the full school year.

SALARY SCHEDULE FOR ASSISTANT BUS DISPATCHERS

| <u>Step</u> | <u>07/01/2021- 06/30/2022</u> | <u>07/01/2022- 06/30/2023</u> | <u>07/01/2023- 06/30/2023</u> | <u>07/01/2024- 06/30/2025</u> |
|-------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| 1 | 43,305.00 | 44,171.00 | 45,054.00 | 45,955.00 |
| 2 | 45,064.00 | 45,965.00 | 46,884.00 | 47,822.00 |
| 3 | 46,847.00 | 47,784.00 | 48,740.00 | 49,715.00 |
| 4 | 48,407.00 | 49,375.00 | 50,363.00 | 51,370.00 |
| 5 | 49,347.00 | 50,334.00 | 51,341.00 | 52,368.00 |
| 6 | 50,174.00 | 51,177.00 | 52,201.00 | 53,245.00 |

Regular increment shall be provided all four (4) years of this agreement.

LONGEVITY:

AN ASSISTANT BUS DISPATCHER WHO HAS COMPLETED ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service within the unit shall receive the additional amounts per year, in accordance with the following schedule:

| 10 yrs. | 15 yrs | 20 yrs. | 25 yrs. |
|---------|--------|---------|---------|
| \$600 | \$600 | \$600 | \$600 |

**ARTICLE XI
Cancer Screening**

Effective July 1, 2013, any leave taken by a member of the unit pursuant to Section 159-b and/or 159-c of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (e.g., sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

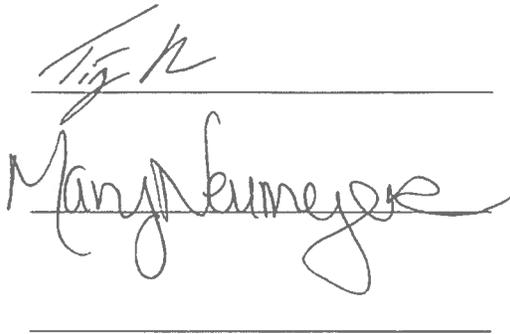
Employees who take leave of absence pursuant to either Section 159-b and/or 159-c of the Civil Service law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for cancer. Failure to do so shall result in such leave being unpaid or changed to an applicable leave accrual.

**ARTICLE XII
FMLA Leave**

If the reason for any leave provided pursuant to any provision of this Agreement also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any such leave provided herein. During any period of leave that qualifies for

coverage under the FMLA, the employee shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

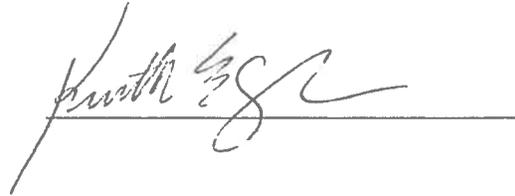
For the CSEA



3/4/22

Date

For the District



3/5/2022

Date

