

**Horseheads Central School District
And the Horseheads Transportation Association
TENTATIVE AGREEMENT**

IT IS HEREBY AGREED BY AND BETWEEN the Horseheads Central School District and the Horseheads Transportation CSEA Unit #6355-03, on this ____ day of _____, 2016, that the following changes be made to the collective bargaining agreement:

ARTICLE IV. SALARY AND COMPENSATION

A. Salaries.

The District proposes that the salary schedule be eliminated and that wage increases be made as follows:

- 2014-15 – all members eligible to do so received salary step movement from the 2013-14 school year
- 2015-16 – all 2014-15 hourly rates increased by \$1.05 retroactive to 7/01/2015.
- 2016-17 – all 2015-16 hourly rates increased by 2.75%
- 2017-18 – all 2016-17 hourly rates increased by 2.75%
- 2018-19 – all 2017-18 hourly rates increased by 2.75%
- 2019-20 – all 2018-19 hourly rates increased by 2.85%

Examples:

- (a) No longevity: Base hourly rate \$11.97 plus \$1.05 raise = \$13.02 new hourly rate of for 2015-16 (x hours worked per day X 190 days) = new base salary.
- (b) With longevity: Base hourly rate 15.77 plus \$1.05 raise (x hours worked per day x 190 days) = new base salary + longevity payment = total 2015-16 salary.

Starting rates are established as follows:

- 2014-15 – \$11.10
- 2015-16 - \$11.70
- 2016-17 - \$11.90
- 2017-18 - \$12.15
- 2018-19 - \$12.40
- 2019-20 - \$12.65

B. 4. Payment Plan - Change “vacation” to “holiday”.

c. Hourly employees will have their pay calculated at the beginning of each school year by multiplying their hourly rate by four (4) hours multiplied by 180 work days plus 10 paid days of holiday by one hundred ninety (190) days plus longevities as outlined in Article 4.B.1 divided by twenty-two (22).

IV.B.5. If an additional physical or laboratory test is required by the District over and above the required annual physical, the cost of that physical examination will be covered by the District, including any copayments paid by an employee who is covered by the District's insurance plan. Employees must submit receipts for reimbursement.

Provided that employees pass the exams listed below, they shall be paid as follows for required testing:

- Physical performance test – 15 minutes
- Behind the wheel road test – 40 minutes
- Written exam – 15 minutes

Article V. Trips. A. 6 - Change 3rd sentence:

6. When a driver is required to perform driving duties which cause him/her to exceed the permitted hours of driving within a 24-hour period, the driver shall report to work the following morning and shall be assigned non-driving duties until he is legally able to drive. For this work, the driver shall be paid his regular rate. If a driver elects not to report for work he/she may use a sick day to cover this absence.

D. Change “Monitors” to “Bus Attendants”.

Driver eligibility for placement on the lists: an employee must be a full-time bus driver.

1. Qualifications for list A - Two full years of driving experience in the District.
2. Drivers may sign on only one (1) trip list.
3. Any driver who qualifies for both lists may notify the Supervisor of Transportation that he wishes to change from one list to the other. Such change will take effect on the month immediately following such notification. Such change will be allowed only once during any school year.

E. Add a new sentence allowing a new hire with prior satisfactory driving performance early entry on trip lists based on a review of initial 60 calendar day current work performance.

1. Placement on trip lists will be subject to the approval of the Supervisor of Transportation. Non-approvals will be reviewed with the CSEA Unit President. New drivers must complete their probationary period before they are eligible. With approval from the Transportation supervisor, a new driver may request to be placed on Trip List “B” upon successful completion of sixty (60) calendar days of satisfactory work performance.

4. Weekend Trip Pay – Change to read:

Time and one-half will be paid for weekend trips (time and one-half begins after the driver completes his/her regular run on Friday and ends at Sunday at 11:59 p.m.) and for Holiday trips only when the driver has worked the full scheduled work week prior to the trip. Cancellation of a trip where a driver qualifies for pay will not be at the overtime rate when the trip was scheduled for a weekend.

F.1 – Trip Pay

Effective upon the ratification of this agreement, payment for extra trips for either a A-List or B-List driver shall be set at the base hourly rate of a driver with two years of seniority. For this Agreement those trip rates shall be as follows: 2015-2016 \$12.55 per hour, 2016-2017 \$12.90 per hour , 2017-2018 \$13.25 per hour, 2018-2019 \$13.61 per hour, 2019-20 \$14.00 per hour.

Effective upon the ratification of this agreement, drivers pay for extra trips shall be as follows:

The hourly rate of a 2-year driver calculated as follows: all miles driven on the trip based upon an average speed of 42 miles per hour.

PLUS

\$10.90 per hour for any sitting (non driving) time

EXAMPLE

A driver takes a basketball team to Vestal for a game. The distance is 60 miles. The driver is paid for (approximately for this scenario) 1 hour and 20 minutes of driving time at the trip rate (\$12.55) to get the team there. The game takes 2 hours. The driver is paid \$10.90 x 2 for the “sitting” time during the game. On the return, the team stops for a meal. The driver receives the meal payment (if the driver meets the time threshold outlined in the contract) and (approximately 30 minutes) of seat time. The driver is paid 1 hour and 20 minutes of driving time at the trip rate to return the team to school. In addition, the driver is paid for pre-post trip inspections/gassing/cleaning and travel to school time at the trip rate.

H. Summer Trips and Summer Runs – Correct Article reference in paragraph.

2. A summer run is defined as bid jobs which are scheduled more than one day. Summer runs will be bid during the month of June. One Master Bid Sheet will be posted for those drivers interested in bidding. All runs will be assigned on the last Monday of work in June from the bid sheet according to the provisions of Article 6.A.1.b. Any summer runs that come in after the last Monday in June shall be filled from the Master Bid Sheet according to seniority. Drivers who take summer runs shall be paid their regular hourly rate for all hours worked.

Article VI

A.2d. Calculation of Hours

If a driver is unable to do a midday run, but can complete the p.m. run, that driver will not be docked; if a driver can do neither the mid-day nor the p.m. run, the driver will be docked or have the option to use personal time to cover the absence.

If, because of a mid-day run, a driver has to report to work a total of three times during that day ...that driver will be paid extra at his regular hourly rate for the third trip including 15 minutes before the run. Each employee is required to submit a completed overtime slip for payment of extra time worked.

3. Additional Duties. Change to read:

Drivers are charged with the responsibility for maintaining the interior cleanliness of the bus. Interior cleaning of buses will be done daily.

4. b. Include “ Bus Attendant” in this section.

b. When a regular driver or bus attendant has indicated the length of time they will be off, the District will assign these runs to an unassigned driver or bus attendant based upon seniority. This unassigned driver or bus attendant, so long as he/she is qualified, shall remain on this run until the regular driver or bus attendant returns, unless the unassigned driver or bus attendant becomes eligible to bid on a regular run.

4. d. Change “assigned” to “other” If an unassigned driver is assigned a new run for one year because no other driver bids on the run, and that driver does not request to maintain the run, the District will re-bid that run in the next school year. At that time, if no regular driver bids on the run, it shall be permanently assigned to the least senior 4 hour unassigned driver.

6. Runs - 2 Hour Drivers. Change to read:

a. Effective July 1, 2006 any driver hired for a 2-hour position shall be limited to the PM run of the workday while in that position. The Supervisor of Transportation reserves the right to fill a vacant 2-hour AM vacancy with a 2-hour PM driver by converting a 2-hour AM driver to a 2-hour PM driver. Pay for such drivers shall be calculated as provided in Article 4.A.1.c herein. In no event shall the number of two (2) hour drivers exceed ten (10%) percent of the total number of drivers.

New Section A.7 – School Emergencies.

In the rare occasion when a school has to evacuate students during the normal school day because of an emergency, drivers will be called in and are expected to report to work when called.

Article X.7. B. Call-in Procedure for Absence – Allow a designated person to make the call for the employee should the employee be incapable of doing so personally.

Employees who will be absent for any reason shall notify the Transportation Office at least thirty (30) minutes prior to their morning run departure and no later than 1:00 PM for their afternoon run.

Should the employee be incapable of contacting the Transportation office personally, the employee will be permitted to designate a person on their behalf to contact the office in their place. Any notification to the Transportation Office regarding an employee absence must be actual person to person contact and not made (for example) via e-mail or text or voice mail.

7. D. Bus Monitor workday – Move to Article 4.A.4.

For purposes of Article 10.A., when calculating a typical workday for monitors five (5) hours will be used.

Article XI. Retirement.

4. Retiree Vision Plan. Consolidate and revise a. & b. to read:

The District agrees to permit current and future CSEA retirees to have access to the CSEA EBF Platinum 12 Vision Plan with the retiree paying the total premium for this benefit. The premium is subject to change annually. It is the responsibility of the retiree to contact the District Health Insurance Benefits office for premium information and enrollment documents. Should the

CSEA EBF Platinum 12 Vision Plan cease to allow retirees coverage under the plan, this provision shall terminate.

Article XI. Prior to Medicare eligibility date any employee who retires shall receive the same plan in effect for active employees and make the same contributions as active employees.

Article XII - Insurance

Employee contributions shall be as follows:

2014-15 – 12%

2015-16 – 12%

2016-17 – 13%

2017-18 – 14%

2018-19 – 15%

2019-20 – 16% effective June 30, 2020

The following changes shall be made to the health insurance plan, to be effective upon ratification or as soon thereafter as practicable:

Doctor's visits, Urgent Care, etc. - \$20

Prescriptions - \$10 for Generic for 30 days; \$0 if 90 mail order supply
\$25 for Tier 2 for 30 days; \$20 if 90 day mail order
\$40 for Tier 3 for 30 days; \$30 if 90 day mail order
\$60 for all Specialty drugs
ALL specialty drugs require step therapy and pre-approval

Emergency Room - \$100 – waived if admitted

Health Insurance Opt-out.

Effective July 1, 2016, employees choosing to not enroll in the District plan and who have coverage with another plan other than the District will receive a sum of \$4,500.00.

Retiree Health Insurance Opt-out. Effective June 30, 2016, a unit member may, in any year of eligibility for retirement into the Employees' Retirement System, elect at the time of retirement to opt out of District Health Insurance Coverage. In exchange for the irrevocable opt-out, the employee shall receive an amount equal to \$25,000. This opt-out provision is only available to those who have access to health insurance coverage other than through the District.

Medical Reimbursement Accounts (MRA) DELETE THIS SECTION

Article XV. Attendance Incentive Program DELETE THIS SECTION

Out of District Children. Upon ratification, no new children of employees living out of the district will be allowed to enroll in the District.

NEW ARTICLE XV. Employer Policy Requirements

The Transportation Supervisor will ensure that each employee is provided with a copy of any/all departmental and district policy and/or work rule when it becomes effective and when revised. The employee shall sign a statement verifying that he/she has been informed of the content of the policy and/or work rule, and that they have received a copy of the document. A master copy of all departmental policy's and work-rules shall be available at all times for employees to review during regular business hours, and a copy shall be provided to the CSEA Unit President.

ARTICLE XVI

DURATION

The Agreement shall be for six (6) years commencing July 1, 2014 and ending June 30, 2020.

FOR THE DISTRICT

DATED:

FOR THE ASSOCIATION

DATED: