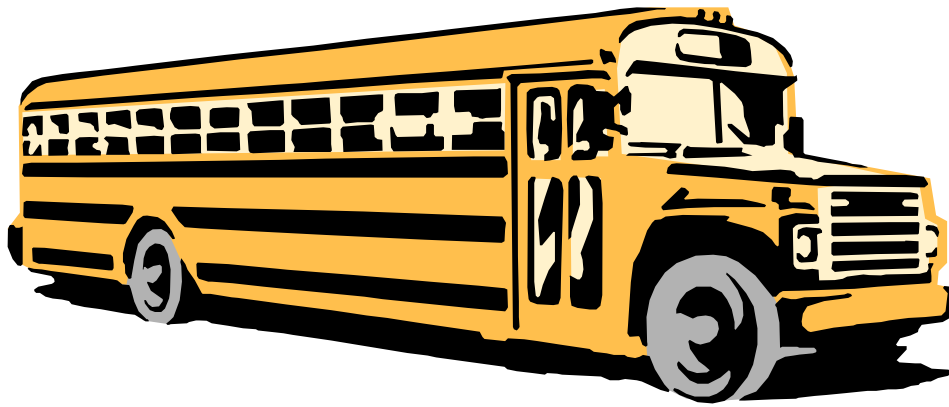


**MEMORANDUM
OF
AGREEMENT**



Bainbridge-Guilford Central School District

&

Drivers of Bainbridge-Guilford Central School District

July 1, 2021 - June 30, 2024

I. DEFINITIONS:

1. **Full-time Driver:** A driver assigned to transport students on at least two regular runs per school day. Substitute drivers are excluded from coverage of this agreement.
2. **Regular Runs:** A regular run is defined as one of the following:
 - From home to school in the morning
 - From school to home in the afternoon
 - From school to home/drop off point for late (p.m.) runs
 - From school to home/drop off point for p.m. Sports runs
 - Special Education students - home to school (which may not be in our district)
 - Special Education students - school (which may not be in our district) to home.
3. **Extra Trip:** Extra trips are those which are not regular runs. These trips include taking students from the high school to BOCES and bringing them back to the high school; athletic trips; class field trips; band trips; summer trips etc.
4. **Split Trip:** A trip to an activity of such length and distance from the school district so as to be impracticable to have a driver leave his bus at that activity. Example - students are taken to a play day at Sidney School which lasts from 8:00 a.m. until 8:00 p.m. The driver will deliver students and return to the B-G garage and will be off duty until he picks the students up at the end of the activity. A split trip is considered as one trip. A driver must accept both ends of the trip or decline it.
5. **Minor Maintenance:** If a school bus driver is assigned duties to clean and perform minor maintenance tasks on vehicles between bus driving runs or trips during the school year or occasional times during the summer, the driver will be paid at the rates defined below.

II. HOURLY RATES (or minimum wage whichever is greater):

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1. Regular Runs	28.64	29.50	30.39
Extra Trips	18.38	18.93	19.50
Safety Meetings	18.38	18.93	19.50
Minor Maintenance	12.95	13.34	13.74

2. **Split Trips:** All split trips to have guaranteed minimum as follows:

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
27.00	27.00	27.00

3. **Show-up Pay (applies to Extra Trips only):** If a driver is informed one hour or less from the time a trip is scheduled to take place that the trip has been canceled, the driver will be entitled to \$20.00 "show-up" pay.
4. **Snow Days (refers to morning closings before the start of school):** Full-time drivers that are scheduled for a permanent regular run each day will receive **3 hours** of pay for each snow day. Paid snow day hours shall not exceed the daily regular run hours.
5. **Minimum Pay:** If any of the above result in actual work performed of less than one hour, the full-time driver will receive payment for a minimum of one hour. The minimum will apply when extra trips and/or safety meetings do not coincide with the regular run. When a driver takes an extra trip which leaves during the time he would be driving his regular run, he will be paid for the time during his regular run at his normal rate.
6. **BOCES Run:** The rate which applies to full time drivers for transporting CTE students to BOCES is the extra driving rate per hour. This rate will be calculated on a straight time basis with no variation, such as minimum or split trip, when applicable.
7. **Meal Allowance:** A full-time driver taking an extra trip shall be paid for meal allowances at the extra trip rate under the following circumstances:

When a trip lasts four hours or more, begins at least one (1) hour prior to a designated meal time, and ends at least one (1) hour after a designated meal time, driver will be paid meal allowances for all meal times during the duration of the trip.

Meal Times:	7:00 - 8:00 a.m.
	Noon - 1:00 p.m.
	5:00 - 6:00 p.m.

If an extra trip is taken immediately before or after the driver's daily regular run, the meal allowance requirement that the trip must end at least one (1) hour after the designated meal times will be waived.

8. **30-Hour Course Pay:** The district will provide a reimbursement of \$15.00 per hour for up to 15 hours of the required training as a stipend at the end of the 1st year of employment. The stipend will not be placed in base salary.
9. **Longevity:** A longevity bonus schedule will be paid as follows:

<u>Consecutive Years of Service</u>	<u>Amount</u>
5-9	\$250
10-14	\$300
15-19	\$485

Consecutive Years of Service	Amount
20-24	\$735
25-29	\$825
30+	\$900

III. OTHER:

1. Rotation of Extra Trips:

A list of full-time drivers will be posted in seniority order.

All Extra Trip sign-up sheets will be posted as far in advance as possible without exception. Drivers may volunteer for an extra trip once the Trip sign-up sheet has been posted. Each driver must sign the trip sheet at least seventy-two (72) hours prior to the trip departure indicating that they have read the trip posted and have had the opportunity to volunteer for an extra trip.

A separate seniority list of drivers will be posted in the Driver Room at all times. Newly hired permanent drivers will be added to the bottom of the list. Substitute drivers will not be a part of this list. If no driver is available for an Extra Trip, and a substitute driver is available, the substitute will be allowed to take the trip and will be compensated at the going rate for the trip which will not impact the rotation of full-time drivers.

The seniority list will be utilized by the Transportation Supervisor to mandate a driver to any posted trips that are not filled forty-eight (48) hours prior to the departure time.

If no driver signs up for an Extra Trip, the District reserves the right to assign/mandate drivers for Extra Trips based on a reverse seniority rotating schedule.

If the trip is posted forty-eight (48) hours prior to departure, the driver next in line in the reverse seniority rotation schedule is required to drive the trip.

Refusal to drive such a trip will constitute insubordination and be subject to disciplinary action.

Other than for emergencies and/or extenuating circumstances as deemed acceptable and approved by the Transportation Supervisor, and with final approval granted by the Superintendent, can a driver be excused from a mandatory trip posted 48 hours prior to departure.

In the event a trip is not posted forty-eight (48) hours prior to departure time, a driver is not obligated to take the trip even if next in line as determined by the reverse seniority schedule. In this case, each driver in the rotation may be asked to take the trip with no penalty for refusal.

Drivers are not allowed to sign up for Extra Trips with the intention of "giving" the trip to another driver.

Once the seniority list is established, any permanent driver mandated to drive a trip will have that trip date entered by their name. The next time mandating a trip is required the next senior person to the last selected on the list will be used. At no time will the seniority list reset. The list will continue from school year to school year.

A driver cannot be mandated to drive an extra trip on the same day the driver has already driven more than one trip. This pertains to situations in which a driver has a regular run and a BOCES, Special Education, or other all-day trip. This does not prohibit a driver from accepting an extra trip on these days.

If a driver gets two conflicting rotated trips simultaneously, the driver will pick one trip and give the other up.

If a driver uses leave time for all or part of a day, that driver may not be allowed to drive an extra trip. However, if no other driver is available for the assignment, the Transportation Supervisor or his designee may offer the trip, at his/her discretion, to the driver who was absent.

Occasional drivers and volunteer drivers are allowed by NYSED and NYS-DOT regulations and will be defined as per those regulations. When it would be necessary to have more than one occasional driver or volunteer driver to transport a group of students within those regulations (for a single extra trip to the same destination on the same date and at the same time) the extra trip will be assigned to a full-time driver or part-time driver. Should no full or part-time drivers be available, more than one occasional or volunteer driver may be used.

2. Summer Trips

Any driver who has a regular route that becomes a summer route will be offered that same route first. Should they decline that same route, the route shall be posted and assigned based off the seniority list. Should no permanent driver sign up for the summer route, the route shall be offered to substitute drivers.

Summer trips shall be posted as far in advance as possible. Drivers may volunteer for an extra trip once the Trip sign-up sheet has been posted. If no driver volunteers for a posted trip, the Transportation Supervisor will first canvas substitute drivers to cover the trip. Should no driver, permanent or substitute volunteer for the trip, the Transportation Supervisor will use the seniority list and process to obtain a driver.

3. Probationary Period:

After appointment as a full-time driver, the length of the probationary period will be as set by the Chenango County Civil Service requirements.

4. Seniority:

When a daily morning and/or afternoon regular run becomes available, the driver with the greatest seniority has first choice for that run. Each time a new run becomes available, the senior driver can select that route. Vacancies will be posted for at least ten (10) days prior to being filled. There will be a limit of one change per year by a senior driver. Such changes will take place at the end of one school year and prior to the start of the next school year. The Board of Education reserves the right to judge the driver's performance on the new run during a probationary period of three months.

In the event that a bus route is eliminated, the least senior full-time driver will be excessed.

5. Absences:

Pay will be provided for all full-time drivers for the following absences:

A. Sick Leave

Full-time drivers will receive eight (8) days per year. Drivers who are scheduled for summer regular runs will be allowed to use one (1) accrued sick day during the summer months.

B. Personal Business

Two (2) days per year will be granted to transact personal business when meeting the following criteria:

- (a) Funeral of relative, close friend
- (b) Wedding within immediate family (include self)
- (c) Graduation of child, spouse or self
- (d) Paternity
- (e) Real Estate Closing
- (f) Legal Business
- (g) Emergency accident within immediate family; accident to relative or close friend.
- (h) Emergency situations at home (i.e. flooding, roof collapse, fire, plumbing, electrical heating).

The following reasons are not sufficient to warrant a personal business day.

- (a) Vacation, shopping
- (b) Athletic and/or recreational activities
- (c) Day preceding or day following a vacation, except as applies to Part I.
- (d) Convention or trip not applicable to school business.
- (e) Personal convenience or enjoyment

If a driver has business which appears on neither list I or II and it cannot be transacted other than on a school day, it may be requested through the business administrator. Any unused personal business day will be added to sick leave the following year.

C. Death in Family

Two (2) days per year for death in the immediate family (spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandparents-in-law). One of these days may be allowed for death of other family members or close friends. The Superintendent of Schools may, at his discretion, expand the definition of the term "immediate family."

D. Unpaid Leaves of Absence

Requests for unpaid leaves of absence are to be presented to the supervisor of the Transportation Department at least 30 days prior to the requested leave. The supervisor will present the request, along with his/her recommendation, to the Superintendent of Schools for consideration. Substitute driver availability, school scheduling, and activities are among the issues that will be given consideration in the determination of the request.

E. Jury Duty

Full-time drivers shall receive full pay for jury duty.

6. Paid Holidays:

Each full-time driver shall be entitled to up to twelve paid holidays per school year.

- | | |
|------------------------|--|
| 1. Columbus Day | 7. New Year's Day |
| 2. Veteran's Day | 8. Martin Luther King Day |
| 3. Thanksgiving | 9. President's Day |
| 4. Thanksgiving Friday | 10. Good Friday |
| 5. Christmas Day | 11. Memorial Day |
| 6. Day After Christmas | 12. Juneteenth (if in the school calendar) |

Pay shall be equal to their normal per diem wage rate. In order to qualify for paid holidays a driver must drive the last working day before the holiday, and the first working day after the holiday. In the event of serious illness or medical condition, documented by physician's written statement, the Superintendent of Schools may at his discretion qualify an employee for holiday pay notwithstanding the above language.

7. Group Insurances:

A. Group Health Insurance

All full-time school bus drivers are eligible to participate in the School District Group Insurance Program. The following table outlines the percentage of premium to be paid by the Board of Education:

<u>Yrs. of Service</u>	<u>Single</u>	<u>Family</u>
0 to 5	80%	70%
6-10	85%	75%
Over 10	95%	80%

New employees hired after 7/1/08 will have the same percentages in the first two categories, but the "Over 10" category would be 90% single & 80% family.

Drivers with over 10 years of service who are continuously employed prior to 7/1/08 and are new subscribers to the health plan after 7/1/08 will join the plan at the 95% single & 80% family premium share.

B. Group Dental

All full-time school bus drivers are eligible to participate in the School District group dental benefit program. The District shall pay fifty-five percent (55%) of the premium for either individual or family coverage.

C. Group Life Insurance

All full-time school bus drivers are eligible to participate in the School District group life/accidental death and dismemberment insurance program. The following table outlines the percentage of premium to be paid by the Board of Education:

	<u>Single</u>	<u>Family</u>
Hired before 7/1/08	95%	75%
Hired on or after 7/1/08	90%	75%

8. Attendance Incentive:

Full time drivers will receive the following incentive for good attendance. Incentive payments shall be paid prior to the end of the school year.

Days Used:	Incentive
Perfect Attendance	\$300
1 Day	\$250
2 Days	\$200
3 Days	\$100

9. Employees' Retirement System:

The Board of Education will provide the 75-i Plan, including the 41-j option, of retirement for all drivers wishing coverage. To obtain this benefit, drivers must make application at the Business Office.

10. Retirement Bonus:

Upon retirement from the District, eligible drivers will be entitled to a retirement bonus as follows:

Eligibility: Driver must be eligible to retire from the New York State Employee's Retirement System. Driver must notify the District in writing six months prior to effective date of retirement to qualify. Notification must be in the form of a letter or resignation. Payment shall be made in December of the year of retirement.

Benefit: Payment shall be based on 35% of accumulated sick days x driver's regular pay rate (Both as of date of retirement). The benefit will be calculated by taking 35% of accumulated sick leave x (regular hourly driving rate x 2.75 hours.)

In lieu of the above retirement bonus, a driver may elect, instead, to receive payment for unused sick leave in accordance with the following provisions:

Any driver who has driven for fifteen (15) years or longer will be entitled to \$25.00/day for each day, up to a maximum of 200 days, for unused sick leave upon retirement from the Bainbridge-Guilford Central School District. No prior notification is required for this option.

11. Working Conditions:

Each driver is expected to comply with the policies and procedures as set by the Board of Education outlined in the Bainbridge-Guilford Central School District School Bus Driver Manual or as otherwise determined from time to time.

12. Changing Driver Runs:

It should be the responsibility of the supervisor of the Transportation Department to change a driver from one run to another if the driver is having trouble on a given run.

13. Duration of Agreement:

This agreement shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2024.

Dated this _____ day of _____ 2021.

Driver Representative

District Superintendent

MEMORANDUM OF AGREEMENT
Drivers of Bainbridge-Guilford CSD
And
Bainbridge-Guilford Central School District

The Bainbridge-Guilford Central School District and the Drivers of Bainbridge-Guilford CSD agree to add the following to the current MOA dated July 1, 2021 – June 30, 2024.

5. Absences:

ADD F. Membership is mandatory in the Non-Instructional Sick Bank. After one year of employment employees will become members of bank and will begin donations of days per the Sick Bank Program.

ADD G. When an employee resigns, they may contribute up to twenty (20) of their sick days to the Sick Leave Bank.

By their signature below, the parties agree that this agreement will be effective immediately and continue to June 30, 2024.

For the Drivers of B-G CSD

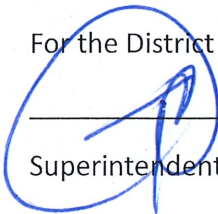
Christina M. Hubbard

Drivers Representative, Christina Hubbard

12/21/2023

Date

For the District



Superintendent, Timothy Ryan

12/27/23

Date