CONTRACT

BETWEEN THE

FABIUS-POMPEY CENTRAL SCHOOL DISTRICT TRANSPORTATION ASSOCIATION

AND THE

SUPERINTENDENT OF THE FABIUS-POMPEY CENTRAL SCHOOL DISTRICT

July 1, 2026 – June 30, 2029

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PREAMBLE

This contract is the result of negotiations between the Fabius-Pompey Transportation Association (Association) and the Fabius-Pompey Central School District (District). Both parties have negotiated in good faith to promote harmonious relationships between the Association and District regarding salaries, hours, duties, grievances and other items and conditions of employment so that the cause of public education is orderly and uninterrupted. Both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law). The provisions of this contract supersede all previous agreements and/or contracts.

RECOGNITION

1) The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the bargaining unit as hereinafter defined and extends to the Association the following:

   A. to exclusively represent employees in the unit regarding collective negotiations.

   B. to represent employees in the unit in the settlement of grievances.

   C. to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.

2) The District agrees that the Board's policies shall not conflict with any provision of this contract unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1804.

3) The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, condone, assist, or participate in such a strike.

4) The Association agrees that the Board of Education is the policy-making body of the District as imposed by Section 1804 of the Education Law and the Rules and Regulations of the Education Commissioner.

DEFINITIONS

1) Qualified School Bus Driver

   A qualified school bus driver must have a CDL, have passed a physical (not to be scheduled during employees' regular work hours), have been fingerprinted, have passed a drug and alcohol test, have passed a physical fitness test, have been Board approved, have ridden with another driver for two (2) routes and have driven with another driver on the bus for three (3) times.

2) Regular Route Driver

A qualified school bus driver who drives for the District on a regular a.m. and p.m. (two [2] runs) route that has been contracted by the District. Regular Route Drivers will be directed by the Transportation Dispatcher, and supervised by the Assistant Superintendent.

3) Substitute Bus Driver

A qualified school bus driver who drives for the District on an "as needed" basis.

4) Regular Routes

School bus routes for the transportation of pupils from home to school and from school to home on a regularly scheduled basis or the equivalent. Regular routes may also include out of District routes and BOCES routes which require two (2) runs.

5) Extra Routes

An extra route is in addition to a regular route and picked by seniority.

6) Extra Trips

Transportation provided by the District to and from school sponsored functions (i.e., field trips, sports events, music events, etc.).

7) District

Fabius-Pompey Central School District which includes the Superintendent of Schools, the Board of Education and the Administrator or designee to whom authority of transportation is delegated either formally or informally.

8) Association

The Fabius-Pompey Central School District Transportation Association, its members and officers.

9A) Mechanic/Bus Driver

A qualified school bus driver who drives for the District on a regular a.m. and p.m. (two [2] runs) in-District route. Mechanic/Bus Driver will not drive for extra trips or out of District limits, except in emergency as determined by the Transportation Supervisor or his/her designee and is reported to an Association Officer prior to the trip. The Mechanic/Bus Driver will be placed on the regular route driver seniority list on the date of appointment. The placement on the list is for picking a run only. The Mechanic/Bus Driver departmental seniority will also be applicable to and accrue as substitute school bus driver and must go through the District's process if interested in any future position. The Mechanic/Bus Driver participates in the repair and maintenance of District vehicles and orders necessary equipment for the upkeep of said vehicles. The Mechanic/Bus Driver reports to the Transportation Supervisor or his/her designee. The Mechanic/Bus Driver will be supervised by the Assistant Superintendent.

10) Head Mechanic

A qualified school bus driver, who participates in the repair and maintenance of District vehicles and orders necessary equipment for the upkeep of said vehicles. The Head Mechanic reports to the Transportation Supervisor or his/her designee. The Head Mechanic does not accrue regular route driver seniority and will not drive bus except in emergency situations, as determined by the Transportation Supervisor or his/her designee and is reported to an Association Officer prior to the trip. The Head Mechanic's departmental seniority will also be applicable to and accrue as substitute bus driver seniority with said seniority to be compared to those employees who are appointed to the position of substitute school bus drivers on or after July 1, 2002. Head Mechanic will be supervised by the Assistant Superintendent.

11) Bus Washer/Bus Driver

A qualified school bus driver who drives for the District on a regular a.m. and p.m. (two [2] runs) in-District route. Bus Washer/ Bus Driver will not drive for extra trips or out of District limits, except in emergency as determined by the Transportation Supervisor or his/her designee and is reported to an Association Officer prior to the trip. The Bus Washer/Bus Driver will be placed on the regular route driver seniority list on the date of appointment. The placement on the list is for picking a run only. During summer recess (i.e., after Regents Rating Day and prior to the first day of school), this position shall work twenty (20) hours per week. A qualified school bus driver whose duties include but are not limited to transporting pupils between buildings, performing emergency transportation during the regular school day, handling inter-district correspondence and mail, assists in the upkeep of buses and the bus garage, and handles short-termed (defined as less than one (1) semester) special in-district trips, other than field trips, during his/her regular work hours that may conflict with regular trip schedules. The Bus Washer/ Bus Driver's departmental seniority will also be applicable to and accrue as substitute bus driver seniority. Bus Washer/Bus Driver will pick the last in-district bus run available and will not increase seniority on the seniority list, only for retirement. Bus Washer/ Bus Driver will be directed by the Transportation Dispatcher and supervised by the Assistant Superintendent.

12) School Bus Attendant/Monitor

An employee who rides on a school bus for the purpose of maintaining order and for supervising and assisting in the loading and unloading of the buses at the various stopping points; performs duties for the district as described in the NYS Laws & Regs Book and does related work as required by the District. School Bus Attendant/Monitor will be directed by the Transportation Dispatcher, and supervised by the Assistant Superintendent.

13) Substitute Mechanic Helper

A qualified substitute Mechanic Helper who performs the duties of the Mechanic Helper on an "as needed" basis.

14) Substitute Bus Washer/Shuttle Bus Driver

A qualified substitute Bus Washer/Shuttle Bus Driver who performs the duties of the Bus Washer/Shuttle Bus Driver on an "as needed" basis.

15) Substitute Bus Attendant/Monitor

A qualified substitute Bus Attendant/Monitor who performs the duties for the District as described in the NYS Laws & Regs Book and does related work as required by the District.

16) Transportation Employee

Refers to any employee described in this contract.

ARTICLE I: CONDITIONS OF EMPLOYMENT

1.1 Benefit and Salary Agreements

The administration shall have benefit and salary agreements prepared for transportation employees contingent upon completion of negotiations. Salaries shall be in accordance with Appendix "A" attached hereto. Agreements shall be issued to each transportation employee by September 30 of each year.

1.2 Regular Route Seniority and Extra Route Seniority Lists

A. Regular Route Bus Driver or Attendant/Monitor seniority will be determined by School Board approval as a regular route school bus driver or attendant/monitor.

B. The Association and the District will jointly prepare an updated seniority list by no later than August 20.

C. If a regular route driver or attendant/monitor wants the absent driver or attendant/monitor's route or extra route, one (1) which will be vacant for five (5) consecutive days or more, then a substitute driver or attendant/monitor would drive/ride for the other regular route driver or attendant/monitor. This shifting of runs can only be done once per a run opening up due to a regular driver or attendant/monitor's absence. This open run must be posted on the bulletin board for all drivers or attendant/monitors to see for a week prior to it being assigned to either a regular route driver or attendant/monitor or a substitute. Unless the next driver or attendant/monitor in the seniority wants it, it will immediately be assigned to that driver or attendant/monitor.

D. Any regular route driver or attendant/monitor who, with District consent, goes out on any leave covered in this contract has up to twelve (12) consecutive months before losing his or her regular route seniority. The driver or attendant/monitor may come back to drive/ride any time before the date of return on leave with a fourteen (14) day written notice to the District. Any driver or attendant/monitor because of hardship that has to extend his or her leave, upon approval by vote of the Association will not lose his or her seniority. His or her place on the seniority list will be frozen until driver or attendant/monitor returns to his or her position.

E. A regular route driver or attendant/monitor who involuntarily loses a regular route can bump a driver or attendant/monitor below them in seniority. The driver or attendant/monitor with the last date of hire is then placed on the top of the substitute regular route driver or substitute attendant/monitor seniority list. These displaced regular route drivers or attendant/monitors will have priority in choosing regular routes when they become available regardless of other substitute bus driver or attendant/monitors' seniority. This displaced driver or attendant/monitor will have his/her remaining sick days held by the District until he/she gets a new run and will be credited with these days when he/she returns.

F. If a regular route driver or attendant/monitor involuntarily loses an extra route, they can bump a driver or attendant/monitor below them in seniority who has an extra route if they were unable to select that route previously because the times conflicted. If a new extra route becomes available, it is picked according to seniority starting at the top of the seniority list.

G. Voluntarily Giving Up A Route - In the event a regular route driver or attendant/monitor gives up a regular route for reasons of his/her own choice (s)he may then ask to become a substitute driver or attendant/monitor. (S)he will then take his/her place on the substitute bus driver or attendant/monitor seniority list according to his/her date of appointment as a substitute bus driver or attendant/monitor by the District.

H. Regular Route Bus Driver or Attendant/Monitor Vacancies
When a school bus driver or attendant/monitor vacancy occurs, the District will consider for appointment the three (3) most senior substitute school bus drivers or attendant/monitors who indicate an interest in the position, with the selected candidate to be made at the discretion of the Superintendent of Schools. Multiple vacancies will be taken one (1) at a time with each vacancy to consider the three (3) most senior available substitute school bus drivers or attendant/monitors who indicate an interest in the position. For multiple vacancies, newly appointed drivers or attendant/monitors will select the last available runs based on their substitute seniority.

1.3 Substitute List

A. The Dispatcher shall maintain two (2) rotating substitute bus driver or attendant/monitor lists: one (1) list for regular runs; and one (1) list for long-term substitutions as defined in Article I, 1.2, C.).

B. Substitute bus driver or attendant/monitor seniority will commence on the date of appointment to the position of substitute bus driver or attendant/monitor by the Board of Education. An individual's annual level of earned seniority will be based on the number of days of service the employee served in the transportation department during the school year. A service is defined as the performance of substitute duty for any permanent transportation position included on page 21 of the agreement. Annual seniority will be earned as follows:

1. one (1) year: 91 or more days; at least ½ of days as bus driver or attendant/monitor

2. ¾ year: 61 to 90 days; at least ½ of days as bus driver or attendant/monitor
3. ½ year: 31 to 60 days; at least ½ of days as bus driver or attendant/monitor
4. ¼ year: 5 to 30 days; at least ½ of days as bus driver or attendant/monitor
5. no seniority credit: less than 5 days

Substitute bus drivers or attendant/monitors appointed prior to July 1, 2002, will maintain their level of seniority as accrued on June 30, 2002, with future additions to that seniority to be based on the above language.

The Transportation Supervisor will provide the Association President with a Substitute School Bus Driver or Attendant/Monitor Seniority List in August of each school year. The District will make every effort to identify and maintain a list of qualified substitutes.

C. In the event that a substitute bus driver or attendant/monitor covers a run for a period of time (anything over a week but less than a year's leave of absence), that substitute remains on substitute status and does not receive any of the benefits of a regular route driver or attendant/monitor. If the substitute driver or attendant/monitor is covering a regular route driver or attendant/monitor's year of absence leave, that substitute is eligible for health benefits only. He/she is still on substitute status and does not gain seniority by that year's run.

1.4 School Bus Driver or Attendant/Monitor List

Seniority of school bus drivers or attendant/monitors will be established by date of hire. Job assignments will be chosen by date of hire seniority.

1.5 Drivers' Arrival at Bus Garage

In order to perform the required pre-trip of their respective buses prior to departure on their route, all bus drivers shall be at the bus garage at least ten (10) minutes before their run is to start. All drivers are required to complete all necessary forms required by the District and punch in and out on their respective time card. The last Driver in or out of the bus garage shall be required to close the garage door of the bay.

1.6 Appearance of Transportation Employees

All transportation employees have to be as neat and clean as possible while on the job.

1.7 Notification of Absence

All transportation employees must give the District at least twenty four (24) hours' notice before asking for time off whenever possible, except in the case of an emergency.

1.8 Upkeep of Bus

All drivers shall sweep, fuel up, clear front and rear windows and outside illuminations on the bus that they drive. This includes all bus windows inside and dash.

1.9 Capacity of Bus

Drivers shall not operate a bus over its given capacity. The capacity is determined by the State Education Department based upon the rating of the manufacturer. Each driver is expected to operate a bus to its full capacity as prescribed by State Law.

1.10 Overnight Trips

For District budgeted (paid) trips, the driver shall be determined according to the regular rotation procedure. For trips financially supported by an outside organization, the sponsor of the trip shall have the option to select the driver. The Fabius-Pompey Transportation Association is not required to cover overnight trips or trips exceeding 300 miles round trip.

1.11 Additional Work

Out-of-District routes (except BOCES runs) will be paid on an hourly rate after the first hour and twenty (20) minutes. Regular routes will be paid the contract salary with no provision for extra compensation, except in extraordinary circumstances. All cases of extraordinary circumstances will be determined by the District on an individual case basis. All additional work, up to 40 hours per week maximum, will be given service credit for retirement purposes.

1.12 Credentials

Credentials for school bus drivers or attendant/monitors shall be determined by Federal Law, New York State Law and the District.

1.13 Personal Protective Equipment

The District will reimburse transportation employees, who are required to wear steel-toed safety shoes, 100% of the cost of one (1) pair of shoes per school year.

The parties agree that bus drivers and monitors will be required to wear a designated jacket for purposes including, but not limited to, the health, safety and security of students, staff and the general public. Jackets will be purchased every three (3) years. The District retains the final decision over the color and design.

1.14 Outside Activities

When there is an outside activity involving the transportation of children, an authorized School District vehicle driven by a School District bus driver is required. Emergency or confidential situations will be exceptions. Other exceptions will be considered if agreed upon between the Transportation Association and the District.

1.15 Regular Routes

Bus routes for the transportation of pupils from home to school and from school to home during the school year shall be established at least ten (10) days prior to the opening day of school. A description of each route shall be posted at the Bus Garage at the time they are completed. Regular routes will be selected according to regular route driver or attendant/monitor seniority. Minor modifications to established routes shall be made by the District during the school year as the need arises and in keeping with sound transport procedures.

1.16 Extra Routes

Extra routes are selected according to regular route driver or attendant/monitor seniority and are paid the extra route rate for the first hour and 20 minutes, followed by the Out of district Route rate (after 1 hour, 20 minutes). The regular route driver or attendant/monitor must first select a regular route. No runs are to be posted without students.

1.17 Extra Trips

A. All transportation provided by District school buses except as described above as regular routes, extra routes and late trips are to be considered extra trips. Extra trips are to be driven by a regular route driver. A rotation system shall be established for each school year. If no regular route driver takes an extra trip, it is then offered to a substitute bus driver. If no substitutes are available it is then the Association's responsibility to assign a regular route driver to take that trip, except if it is an overnight trip or trip exceeding 300 miles round trip. If a regular driver has to give up their regular route to take the extra trip, they will not lose their contract pay if the extra trip is cancelled. In this situation the driver may be assigned to other duties within the transportation department during their regular route.

Trips within the district (as part of the District educational program), between the hours of 8:00 a.m. and 3:30 p.m. on regularly scheduled school days will NOT be considered extra trips. (This is to include drop off and pick up only, with no waiting.) The Bus Dispatcher will determine the driver for each instance, either Bus Washer/Bus Shuttle Driver or an extension (to the extent of a maximum of 1 hour and 20 minutes) of a regular route.

B. Mechanic Covering Emergency Trips

If a mechanic employee has to punch out from his/her regular position to cover an emergency bus run for a regular route driver, he/she has the option to return to his/her position so they do not lose time from that regular position.

1.18 Route Selection Procedure

A. Regular route drivers or attendant/monitors will pick regular routes based upon the regular route driver or attendant/monitor seniority list.

B. Any routes that are dropped during the year must be full routes and it will no longer be possible for a driver or attendant/monitor to drop half of a full run during the year.

C. Routes which are picked according to seniority include regular routes, BOCES, extra routes and late trips). Extra trips are not picked by seniority.

D. A school bus driver or attendant/monitor must at least pick one (1) regular route in order to pick any of the remaining routes selected under this seniority provision.

1.19 School Bus Driver or Attendant/Monitor Work Year

The annual salary for school bus drivers or attendant/monitors will be based on a work year of 185 days.

If, for any reason, an out of District regular daily run is temporarily canceled for an entire day(s), the bus driver or attendant/monitor of the canceled run may be asked, when it can be reasonably arranged, to act as substitute for an absent driver or attendant/monitor, or to perform other substitute duties in the transportation department.

ARTICLE II: GRIEVANCE PROCEDURE

2.1 Stage One

A transportation employee having a grievance will discuss it with his/her supervisor informally within ten (10) school days of the act, event or occurrence giving rise to the grievance. If the grievance is not resolved informally it shall be reduced to writing and presented to the supervisor in charge through the representative of the Association within five (5) school days after the informal discussion. The supervisor in charge shall within five (5) school days after receipt of the grievance, give a written answer.

2.2 Stage Two

If the transportation employee is not satisfied the grievance shall, within five (5) school days of the receipt of the written response from the transportation supervisor, be submitted by the Association representative to the Superintendent of Schools. The Superintendent shall give a written answer to the grievance within ten (10) school days.

2.3 Stage Three

If the grievance is not settled by the written answer of the Superintendent the transportation employee through the Association may further appeal by giving written notice thereof to the Board of Education through the District Clerk. The Clerk shall place the grievance on the agenda for the next regular Board meeting for the employee to be heard personally or through his/her representative. The Clerk shall also refer the grievance to a committee of the Board of Education and the representative of the Association will be given an opportunity to meet with the said committee prior to the regular Board meeting to discuss the grievance. The Board shall render its decision within ten (10) school days. Said decision being final.

ARTICLE III: ASSOCIATION RIGHTS

3.1 Bargaining Unit

The Association recognizes the following as members of their bargaining unit: regular route drivers, substitute bus drivers, mechanic/bus driver, mechanic helper/bus driver, bus washer/shuttle bus driver, head mechanic, school bus attendant/monitor, substitute bus washer, substitute mechanic helper, and substitute attendant/monitor.

3.2 Meeting Place

The Association shall have the use of one (1) school room for at least one (1) evening per month as a meeting room. Additional meetings can be scheduled as needed with use of a school room.

3.3 Rules and Regulations - Student Behavior

The School District agrees to duly consider and act upon any and all reasonable proposed amendments or supplements to said "Guidelines, etc." and to said "Rules and Regulations, etc." The School administration shall cooperate with the school bus drivers or attendant/monitors in matters concerning student behavior.

3.4 Dues Deduction

For all positions covered by this contract and pursuant to the provisions of the Taylor Law the District will make membership dues deductions from respective salaries and will remit the sums deducted to the treasurer of the Association with the written consent of each transportation employee.

3.5 Association Recommendations

The Association may provide the administration recommendations in the following circumstances:

A. Mapping out bus routes
B. Purchasing transportation equipment
C. Hiring of immediate supervisors

The Association's recommendations are non-binding and will only be used by the District to assist in making a more informed decision. The District will acknowledge the recommendations made by the Association.

3.6 Signatures for Change

Anytime there is a change that will or possibly could affect a transportation employee's seniority, pay or job description, a letter describing that change must be signed by an Association Officer, the Dispatcher, and the Transportation Supervisor.

ARTICLE IV: DISTRICT RIGHTS

4.1 Accidents

In the event of an accident involving property damage, the dispatcher or a member of the administration shall appear on the scene. The bus shall not be moved until they arrive and a police officer has made a report. Any driver involved in an accident will be suspended until a Hearing Review Board is convened. Said Review Board shall consist of two (2) members from the Association, two (2) members of the Board of Education, and the Transportation Supervisor. The Transportation Supervisor will consider the recommendation of the Review Board to determine disciplinary action to be taken, if any. If the Transportation Supervisor decides that the driver is free of wrong doing, said driver will receive back pay for his/her regular driving assignments.

4.2 Drug Testing

The District has the right to test all qualified transportation employees in accordance with the District's Drug and Alcohol Testing Policy.

ARTICLE V: SALARY AND COMPENSATION

5.1 Days Off

A. Personal and Family Sick Days

All ten (10) month transportation employees shall receive ten (13) sick days per school year, and all twelve (12) month transportation employees shall receive twelve (15) sick days per year. It is further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment. The District may, at its discretion, request a doctor's certificate to determine ability to return to work and to determine eligibility of absence or sick leave hereunder if such absence is in excess of five (5) consecutive workdays.

Unused sick days shall be cumulative as follows:

2026-29: 210 days (two hundred-ten days)

B. Sick Leave for Prolonged/Serious Illness

In the event of a prolonged serious illness and having exhausted all his/her accumulated sick leave days, a bargaining unit employee may appeal to the President of the Association for extra days of sick leave.

Procedure:

1. Such request will be sent to the Association President, in writing, and include the following information:

    a. nature of illness
    b. physician's recommendation
    c. estimate of number of additional sick leave days needed.

2. If the President of the Association deems the request justifiable, (s)he may appeal to the Association membership for a donation (not to exceed three [3] days in any one [1] year by any individual employee).

3. The Association President will present his/her findings to the Superintendent of Schools or his/her designated representative along with the letter of request, the physician's recommendation and the name of each individual Association member willing to donate a sick day(s) along with the number of days that the individual employee is willing to donate. Each donator will sign a release charging a deduction of days from his/her accumulated sick leave total.

4. The Superintendent shall review each individual case and make his/her recommendations to the Board of Education.

5. The Board of Education will consider all recommendations, and the decision of the Board shall be final and binding upon the parties.

6. If the Board of Education grants the request for additional sick leave days, the District will assess donated days from bargaining unit transportation employees on an as needed basis.

C. Personal Days

A maximum of two (2) days of absence per year for ten (10) month transportation employees, and a maximum of three (3) days of absence per year for twelve (12) month employees without loss of compensation shall be granted to all transportation employees for personal business that cannot be scheduled outside of normal work hours. Personal leave days are to be used to conduct such activities of a non-recreational nature that are impossible to carry out during other than normal work hours. These days shall be granted when requested in writing, on the correct form, at least twenty-four (24) hours in advance of the day requested. Said leave is subject to the discretion and staffing requirements of the District and may be requested and granted in one-half (½) day segments. Personal leave days will not be granted on days immediately preceding or following a holiday or vacation day, or during the first or last week of the school year. However, day(s) may be granted by the transportation supervisor in exceptional cases.

Unused personal days shall be accumulated as sick days as long as the addition of the personal day(s) does not exceed the maximum accumulation of sick days.

D. Short Leaves of Absence

Ten (10) days of absence without pay per school year may be granted to transportation employees upon approval by the Transportation Supervisor OR Superintendent of Schools.

These days must be requested from the Bus Dispatcher at least twenty-four (24) hours in advance. The 24-hour period may be waived by the Transportation

Supervisor or Superintendent of Schools. Said leave is subject to the discretion and staff requirements of the District.

Leaves in excess of ten (10) days must be submitted in the form of a letter and be approved by the Board of Education.

5.2 Leaves

A. Death in Family

All transportation employees covered by this contract shall have three (3) days death-in-family Leave with pay. Family includes parents, siblings, spouse, children, grandchildren, grandparents, legal guardians, and the in-law and step relatives of parents and siblings. If the three (3) days of absence for death in the family are insufficient, two (2) additional days may be granted. However, these days shall be deducted from the transportation employee's accumulated sick leave days, and must be approved by the Superintendent of Schools. The decision of the Superintendent of Schools shall be final and binding and shall not be subject to the grievance procedure.

B. Jury Duty

Any transportation employee who serves on jury duty shall receive his/her regular pay or the amount paid for such jury duty, whichever is greater. If the transportation employee elects to receive his/her regular pay there shall be deducted from that sum the amount that (s)he has received for such jury service. Compensation received from jury duty minus expenses shall be reimbursed to the District.

C. Maternity Leave

Transportation employees may apply for unpaid maternity leave at any time after learning of their pregnancy. In the event that a transportation employee desires to work after the fourth (4th) month of pregnancy she can do so only if she furnishes the District with a monthly certificate from her attending physician indicating that she is physically able to continue to perform all the duties of her position. (See seniority paragraph Article I, 1.2, D. for questions concerning driver or attendant/monitor's seniority while on leave.)

D. Sick Leave

A transportation employee may request an unpaid medical leave up to twelve (12) consecutive months for his/her medical problem or for a family member's medical problem. This request must be in writing and be approved by the District. The District may request verification of the medical illness from the attending physician. (See Seniority Paragraph Article I, 1.2, D. for questions concerning driver or attendant/monitor's seniority while on leave.)

E. Personal Leave

A transportation employee may request to take an unpaid personal leave for up to twelve (12) consecutive months. The request must be in writing and be approved by the District. The transportation employee may return to work any time within the leave period with fourteen (14) days written notice to the District of the transportation employee's intent to possibly return to work. (See Seniority

Paragraph Article I, 1.2, D. for questions concerning driver or attendant/monitor's seniority while on leave.)

F. Parental Leave

A transportation employee may request to take an unpaid parental leave for up to twelve (12) consecutive months in the case of a birth or adoption of a child. The request must be in writing and be approved by the District. (See Seniority Paragraph Article I, 1.2, D. for questions concerning driver or attendant/monitor's seniority while on leave.)

5.3 Special Compensation

A. When a driver or attendant/monitor takes a sports or field trip and misses his/her regular trip (s)he will be paid at the extra trip rate. Sick leave days and personal days may not be used for this purpose.

B. For summer activities such as swimming, nature study, etc. drivers or attendant/monitors shall be used according to seniority. Their pay shall be paid by the trip. Drivers or Attendant/Monitors will be notified the night before a run if that run is canceled. If drivers or attendant/monitors are not notified and show up to find a cancellation they shall be paid two (2) hours at the regular rate.

C. Transportation employees will be paid as per salary schedule for the duration of this contract for the required mandated meetings at a minimum of 2 and 1/2 hours for each meeting.

D. Driver In-Service

Drivers will be expected to attend scheduled driving improvement meetings and discipline management meetings, etc. that will be arranged by the District during the school year. Every effort shall be made to provide for a variety of locations for driver training

E. Attendant/Monitor In-Service

Attendant/Monitor will be expected to attend scheduled monitor improvement meeting(s) and discipline management meetings, etc. that will be arranged by the District during the school year.

F. Meal Allowance

A transportation employee will be reimbursed for all reasonable expenses, (i.e., meals) not to exceed twelve dollars ($12) per meal, which are incurred while on an extra trip provided the transportation employee submits a claim form with an accompanying receipt, per Business Office procedure.

5.4 Benefits

A. Unit members covered by the New York State Employees Retirement System may retire under Section 75-i, for Tiers 1 and 2, and Article 14 or 15 for Tiers 3 and 4.

B. Substitute drivers or attendant/monitors will be allowed to purchase health insurance coverage through the District plan.

C. Effective January 1, 2027, all eligible transportation employees of the bargaining unit shall have the option to either enroll in the Platinum Plan or the Indemnity Plan offered by The Cooperative Health Insurance Fund of Central New York.

Should the eligible employee enroll in the Platinum Plan, the District will contribute the following percentage of the cost of health insurance for all eligible transportation employees:

Employees hired prior to July 1, 2013
Individual coverage: 92.5%
Family coverage: 85%

Employees hired on July 1, 2013 and after
Individual coverage: 92.5%
Family coverage: 75%

Should the eligible employee enroll in the Indemnity Plan, the eligible employee shall be responsible for their share of the Platinum Plan (depending on coverage) plus the difference between the total cost of the Platinum Plan and Indemnity Plan.

Any eligible transportation employee hired on or after September 15, 2026 shall only enroll in the Platinum Plan.

Any eligible transportation employee hired prior to the September 15, 2026 may continue in the Indemnity Plan provided that once the eligible employee enrolls in the Platinum Plan, the eligible transportation employee may not then re-enroll in the Indemnity Plan in the future.

Further, the prescription drug benefit includes the Excellus Pharmacy Management Edits, which includes generic advantage, prior authorization, and step-therapy programs.

D. To be eligible for health insurance benefits upon retirement, the transportation employee must meet four (4) criteria:

1. Must be a regular route driver or attendant/monitor or worked an annual average of thirty-five (35) or more hours per week. A complete year is defined as a full calendar year of work; example, 07/01/06 – 06/30/07 or 09/15/06 – 9/14/07.

2. Employees hired prior to July 1, 2009, must have completed a minimum of fifteen (15) years or more as a transportation employee. Employees hired after July 1, 2009, must have completed a minimum of twenty (20) years or more as a transportation employee.

3. The transportation employee must meet the appropriate service retirement eligibility criteria as defined by the New York State Employees' Retirement System. A transportation employee who is retiring from the Fabius-Pompey District is not eligible for this health insurance benefit if (s)he is employed full time by another school district in New York State.

4. Employees hired July 1, 2013, and after, will be eligible to participate in the District health insurance in retirement until the age they become Medicare eligible.

E. Retirement Benefit for 2026-27, 2027-28, 2028-29.

Total accumulated unused sick days x normal workday earning x 50% for up to 134 days. If 135 or more days are accumulated, all sick days will be paid at 60%. RETIREMENT shall mean retirement under the New York State Employees Retirement System. In order to qualify, a transportation employee must have completed ten (10) years of service in the District and submit two (2) written notifications to the District, as follows:

1. Written notification of the transportation employee's non-binding intent to retire must be filed with the Superintendent of Schools no later than November 30 of the school year in which (s)he expects to retire.

2. The retiring transportation employee shall submit a binding letter of resignation for the purpose of retirement to the Superintendent of Schools by no later than January 15 of the school year in which (s)he expects to retire.

   Should a retiring transportation employee submit a binding letter of resignation for the purpose of retirement to the Superintendent of Schools after January 15 of the school year in which (s)he expects to retire, the retiring transportation employee will maintain eligibility for his/her applicable retirement benefit, however, the cash benefit will be paid to the retiring transportation employee in July of the following calendar year.

F. The Superintendent of Schools shall review on a case by case basis a request by a transportation employee who experiences a catastrophic emergency, or extenuating circumstances after the November 30 deadline, necessitating a sudden retirement. The decision of the Superintendent is final and binding.

G. Effective September 1, 2019, for eligible employee enrolled in the Indemnity Plan, the Prescription Drug Copays shall be as follows:

	Retail Order 30-day supply	**Mail Order** 90-day supply
Tier I	$5	$10
Tier II	$20	$40
Tier III	$40	$80

H. The District shall contribute one hundred dollars ($100) per full-time transportation employee for dental coverage.

I. Insurance Incentive Plan
The District will provide an annual payment of two thousand dollars ($2,000), prorated on a payroll basis, to any Transportation Association member who is eligible and does not participate in the health insurance coverage provided by the District. Any Association member participating in this incentive must demonstrate proof of health insurance coverage through another source.

J. 1. All employees eligible for retirement benefits under the New York State Employees' Retirement System, with twenty (20) years of service in the District, or fifteen (15) years of service if hired prior to July 1, 2009, shall, upon retirement, be eligible for a health insurance buy-out in the amount of $40,000. This payment will be deposited as a non-elective employer contribution into the employee's 403b account and will be taken in lieu of any claims to District health insurance upon retirement.

This benefit shall continue only until June 30, 2029, at which time it shall terminate.

5.5 Overtime Pay

Overtime will be paid to mechanics for mechanical work over forty (40) hours per week and to the Bus Washer/Shuttle Bus Driver for work over forty (40) hours per week in performing those regular duties as listed in the definition on pages 2 and 3 of this Agreement. Other drivers or attendant/monitors will be paid according to the salary schedule at the rates listed for the various assignments. Any work that involves being called in, that employee will be paid a minimum of two (2) hours. For any work involving use of a personal vehicle, that employee will receive mileage reimbursement for miles beyond traveling to and from work.

5.6 Vacations

All twelve (12) month transportation employees shall receive the following vacation time with pay:

five (5) days after one (1) years' service.
ten (10) days after two (2) years' service.
fifteen (15) days after five (5) years' service.
eighteen (18) days after ten (10) years' of service.
twenty (20) days after fifteen (15) years' service.

Requests for vacation time shall be submitted to the District and shall be approved by the Superintendent of Schools or his/her designee.

5.7 Holidays

All twelve (12) month transportation employees will receive the following holidays with pay.

Christmas Day and one (1) other day*	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Memorial Day	Columbus Day
Fourth of July	Martin Luther King Day
Presidents Day	Veterans Day
Labor Day	Good Friday
Juneteenth	

* The other day to be used within the Christmas/New Year's vacation period at employee's request. He/She will notify the Superintendent of Schools by December 1 of what the day is.

ARTICLE VI: MISCELLANEOUS

6.1 Length of Agreement

The duration of this agreement shall be from July 1, 2026 – June 30, 2029.

6.2 Taylor Law Provision

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

APPENDIX A: SALARY SCHEDULE

DUTIES / FISCAL YEAR		2026-27	2027-28	2028-29
Regular Route Driver	Step 1 (starting)	$28,225	$29,071	$29,653
	Step 2	$30,074	$30,977	$31,596
Substitute Dispatcher	Starting hourly rate	$26.38	$27.17	$27.72
Substitute Bus Drivers	Starting hourly rate	$68.85	$70.91	$72.33
School Bus Attendant/Monitor	Step 1 (starting) 1 hr 20 min run	$9,762	$10,054	$10,255
	Hourly rate in excess of run	MINIMUM WAGE		
	Step 2 (starting)1 hr 20 min run	$10,474	$10,788	$11,004
	Hourly rate in excess of run	MINIMUM WAGE		
Substitute Attendant/Monitor	1 hour 20 minute run	$20.86	$21.49	$21.92
	Hourly rate in excess of run	MINIMUM WAGE		
Bus Washer/Bus Driver	Starting annual salary	$53,130	$54,724	$55,819
	Annual salary - incumbent	$58,142	$59,887	$61,084
Bus Washer/Shuttle Bus Driver	Starting hourly rate	$18.87	$19.43	$19.82
	Hourly rate - incumbent	$21.26	$21.90	$22.34
Head Mechanic	Starting annual salary	$59,541	$61,327	$62,554
	Annual salary - incumbent	$78,907	$81,275	$82,900
Mechanic Helper/Bus Driver	Starting annual salary	$49,619	$51,107	$52,129
	Annual salary – incumbent	$58,581	$60,338	$61,545
Mechanic/Bus Driver	Starting annual salary	$51,775	$53,328	$54,394
	Annual salary – incumbent	$64,438	$66,372	$67,699
ADDITIONAL WORK				
Trip Rate Driver	Step 1 (starting)	$76.31	$78.60	$80.17
	Step 2	$81.28	$83.72	$85.39
Trip Rate Attendant/Monitor	Step 1 (starting)	$26.39	$27.19	$27.73
	Step 2	$28.32	$29.17	$29.76
Extra Trip	Hourly Rate (first hour)	$46.54	$47.94	$48.90
	After first hour	$31.09	$32.02	$32.66
Late Trip	3:15 run (per run)	$81.28	$83.72	$85.39
Out of District Route	After 1hr, 20min *(except BOCES)*	$31.09	$32.02	$32.66
Mandated Meetings	Bus Driver (hourly rate)	MINIMUM WAGE		
	Bus Attendant/Monitor (hourly rate)			

BOCES Run:
Any BOCES run requiring a wait time of a minimum of one (1) hour or more will be paid minimum wage for each of those additional wait time hours. A transportation employee will only be paid this additional compensation for the days that (s)he drives. If absent, a substitute assigned to that run will receive the additional compensation.

Sports and Field Trips:
Each transportation employee will be paid a minimum of two (2) hours time for each trip.

Starting Salaries:
The District shall not pay any new transportation employee to the District any less than the starting salary listed in Appendix A. The District MAY pay a new transportation employee more than the starting salary if conditions and/or previous experience warrant it.

Transportation employees who are promoted or reclassified shall receive the base rate of the new position or a ten percent (10%) increase over the Transportation Employee's old rate of pay, whichever is greater.

ARTICLE VII: SIGNATURES

FABIUS-POMPEY CENTRAL SCHOOL DISTRICT TRANSPORTATION ASSOCIATION

Tami E Dodge

Tami Dodge, President
Transportation Association

10/22/2026
Date

FABIUS-POMPEY SCHOOL CENTRAL SCHOOL DISTRICT

Lloyd "Joe" Peck, Ed.D.
Superintendent of Schools

10-22-26
Date

Approved by the Board of Education on October 20, 2026