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Contract Database Metadata Elements

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Transportation Association (2009) (MOA)**

Employer Name: **Honeoye Falls-Lima Central School District**

Union: **Honeoye Falls-Lima Transportation Association**

Local:

Effective Date: **07/01/2009**

Expiration Date: **06/30/2012**

PERB ID Number: **5294**

Unit Size: **39**

Number of Pages: **15**

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AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS of the
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT and the
HONEOYE FALLS-LIMA TRANSPORTATION ASSOCIATION
For the period from
July 1, 2009 through June 30, 2012

39 Employees

PREAMBLE

THIS AGREEMENT, made by and between the Superintendent of Schools of the Honeoye Falls-Lima Central School District (hereinafter referred to as the District) and the Honeoye Falls-Lima Transportation Association (hereinafter referred to as the "Association"),

WITNESSETH:

ARTICLE I
RECOGNITION

- A. The District hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed as defined in subparagraph C hereof.
- B. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act, Section 208(2).
- C. The bargaining unit is defined as all persons engaged in Transportation including mechanics, bus drivers, dispatcher and bus monitors. The Supervisor of Transportation and other supervisory personnel included in the grievance procedure are excluded as members.

ARTICLE II
DUES DEDUCTION AND SALARY CHECKS

- A. The District shall deduct from the wages or salaries of Association members and remit to the Association Treasurer the regular membership dues or other authorized deduction with a list of names from whom deductions were authorized by employees who have signed authorization forms directing such deduction or deductions.
- B. All twelve (12) month employees will be paid in twenty-six (26) installments from July through June. All ten (10) month employees will be paid in twenty-one (21) installments from September through June.
- C. All ten-month employees shall have the option of receiving 21 or 26 paychecks. The 26-check option shall be paid with the equivalent of 6 paychecks on the last payday in June.
- D. Paychecks for all unit members will be direct deposited.

ARTICLE III
EMPLOYEE BENEFITS

- A. Health Insurance
 - (1) Mechanics or Full-time 52 Week Employees
 For employees hired after July 1, 2009, the District will pay 85% of the premium of the Value Plan with unit members paying 15%.
 For employees hired before July 1, 2009, the District will pay 95% of the premium of the Value Plan with unit members paying 5% in the school year 2009-10; 90% of the premium of the Value Plan with unit members pay 10% in the school year 2010-11; and 85% of the premium of the Value Plan with unit members paying 15% in the school year 2011-12.
 - (2) Bus Drivers or Less Than Full-Time, Less Than 52 Week Employees
 For bus drivers or less than full-time, less than 52 week employees hired after July 1, 2009, the premiums of the Value Plan will be divided as follows: Years 1-3 of employment the District and unit member will split the cost of premiums 50% / 50%; in Years 4 and 5 of employment, the District will pay 75% of the premium cost with the unit member paying 25%; and in Year 6 of employment, the District will pay 85% of the premium cost with the unit member paying 15%.
 Employees hired before July 1, 2009, the premiums of the Value Plan will be divided as follows: in Year 1 of the contract, the District will pay 95% of the Value Plan premium with the unit member paying 5%; In Year 2 of the contract, the District will pay 90% of the premium with the unit member paying 10%; and in Year 3 of the contract, the District will pay 85% of the premium with the unit member paying 15%.
 If the unit member chooses to remain with the Select or Extended Plan, the District will pay for an amount equal to the Value Plan as specified in the paragraphs above. The unit member will be responsible for paying the difference in premium costs.

1 (3) Retirement Health Insurance

2 For unit members hired before July 1, 2006 the District agrees to pay the RASHP 2 Blue Point 2
3 Select Plan premium of unit members who retire from the District under the New York State
4 Employees' Retirement System according to the schedule below:

5	15 years of District service	50% of premium cost
6	20 years of District service	90% of premium cost

7 The following level of coverage will be maintained only for unit members who have at least 18 years of
8 service effective July 1, 2006.

9	25 years of District service	100% of premium cost.
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10 For unit members hired on or after July 1, 2006 the District agrees to pay the health insurance
11 premium of unit members who retire from the District under the New York State Employees'
12 Retirement System according to the schedule below:

13	15 years of District service	50% of a single plan
14	20 years of District service	90% of a single plan

15 A unit member, who has less than 20 years of service as of July 1, 1998, or spouse, may select Blue
16 Cross Blue Shield Blue Million Medicare Supplement when she/he reaches the age of Medicare
17 eligibility. When the spouse of a retired unit member reaches the age of Medicare eligibility, he/she
18 may select the Blue Cross Blue Shield Blue Million Medicare Supplement.

19 For unit members hired on or after September 1, 2009, the District agrees to pay 85% of the single
20 Value Plan premium of unit members who retire from the District after 20 years of District service
21 under the New York State Employees' Retirement System. There will be no spousal benefits.

22 (4) Health Insurance for Domestic Partner. Domestic partners who qualify will be eligible for all insurance
23 coverage provided by the Agreement. The District will comply with IRS requirements regarding
24 taxability of Domestic Partner coverage. There shall be a two-year period to establish a Domestic
25 Partner relationship. The requesting party shall offer proof of at least two years of a domestic
26 relationship.

27 (5) Compensation. Compensation insurance is carried on all employees. In the event of an accident
28 covered by Compensation Insurance, occurring while engaged in school duties, an employee will be
29 paid the difference between allowance under compensation awarded and his or her regular salary.
30 NO COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence
31 due to accidents sustained while in gainful employment of others or while self-employed.

32 B. Life Insurance

33 The District will provide a \$40,000 Life Insurance Policy for all eligible unit members. This benefit will be
34 over and above any such coverage provided for in the pension program.

35 C. Medical Reimbursement Fund

36 All unit members will have an individual medical reimbursement fund administered according to terms
37 agreed upon between the District and the Association and distributed as follows:

38	2009-2010	\$950.00
39	2010-2011	\$1,050.00
40	2011-2012	\$1,150.00

41 D. Flexible Spending Account

42 The District will offer all unit members, effective January 1, 1993, the option of participating in a flexible
43 benefits plan (Internal Revenue Code, section 125) with the dependent care option.

44 E. Retirement

45 Membership in New York State Employees' Retirement System - Improved Career Retirement Plan under
46 section 75-i with Unused Sick Leave (section 41-j) and the Minimum Death Benefit (section 60-b) provisions
47 is required and/or available to bargaining unit members.

48 F. Credit for Unused Sick Days

49 An eligible bargaining unit member, who is retiring, after 15 years or more of service within the District, will
50 be granted a service raise equal to \$30.00 for every unused sick day accumulated up to and during his/her
51 final year of service. Normally, the retiring bargaining unit member must file a notice of intent to retire from
52 the District two (2) months in advance of the anticipated date of retirement. Only in unusual and generally
53 unforeseen circumstances, such as sudden illness, change in family status, the unit member may file the
54 notice of intent in less than the required two (2) months. Payment will be made in one lump sum and
55 included in the last check issued by the District prior to retirement.

56 G. Vacations

57 All 52 week bargaining unit members hired after September 1 will receive credit for one day of paid vacation
58 for each month worked up until June 30. This vacation time becomes effective July 1 of the next fiscal year.
59 During years one through five of continuous service, an employee shall have 10 vacation days.

60 Additional days of vacation will be granted after the fifth year of service by years of service as follows:

61 After five years of continuous service - 5 additional days for a total of 15 days

1 After twelve years of continuous service - 10 additional days for a total of 20 days

2 After twenty years of continuous service – 2 additional days for a total of 22 days

3 Regardless of when a bargaining unit member commences work the first year, his/her period of work will be
4 counted as one whole year toward service time, except employees hired after February 1st will not receive a
5 whole year credit for a partial year's work.

6 Bus drivers or less than full-time, less than 52-week employees, receive no vacation.

7 On July 1 of each fiscal year, up to five unused vacation days may be carried over to the next fiscal year.

8 Request to carry over the days must be received by the Director of Finance & Operations prior to June 30.

9 H. Holidays

10 All 52-week bargaining unit members are eligible for the following fourteen (14) legal holidays: Labor Day,
11 Columbus Day, Veteran's Day, Thanksgiving Day and the day before and after, Christmas and the day
12 before, New Year's Day and the day before, Martin Luther King Day, President's Day, Good Friday, and the
13 Fourth of July. All holiday dates are fixed by the Superintendent in accordance with the general and school
14 calendars. All bus drivers or less than full-time, less than 52-week employees will receive the following nine
15 (9) legal holidays Labor Day, Thanksgiving Day and the day before and after, Christmas and the day before,
16 New Year's Day and the day before, and President's Day. Holidays paid to less than full-time employees
17 will be paid at their regular salary for the hours normally worked.

18 I. Paid Leaves of Absence

19 (1) Sick Leave:

20 (a) Mechanics or Full-Time 52 Week Employees

21 For unit members hired on or before September 1, 2009, the employer will grant a total of 15
22 days of sick leave for the first year and 20 days each year of employment thereafter, cumulative
23 until a maximum of 210 days is reached. For unit members hired after September 1, 2009 the
24 employer will grant a total of 15 days of sick leave for each year of employment, cumulative until
25 a maximum of 210 days is reached.

26 (b) Bus Drivers or Less Than Full-Time, Less Than 52 Week Employees

27 For unit members hired on or before September 1, 2009, during the first five years of
28 employment the District will grant a total of 10 days of sick leave each year to all bus drivers or
29 less than full-time, less than 52 week employees. During the sixth year of employment and
30 each year thereafter the employer will grant a total of 15 days of sick leave, cumulative until a
31 maximum of 183 days is reached. For unit members hired after September 1, 2009, the District
32 will grant a total of 10 days of sick leave in each year of employment cumulative until a
33 maximum of 183 days is reached.

34 For bargaining unit members hired after the school year begins, sick leave will be paid on a pro-rated
35 basis determined by the number of months worked as a percentage of the fiscal year. A physician's
36 verification of illness may be required by the Superintendent, if the Superintendent has reason to
37 believe the sick leave provision is being abused.

38 After a unit member has accumulated the maximum sick leave the District shall pay \$30.00 per day in
39 one lump sum payable in the last paycheck in June for no more than 10 days for bus drivers and no
40 more than 15 days for mechanics and dispatcher.

41 (2) Personal Leave: An eligible bargaining unit member is granted two (2) days personal leave per year
42 for legal obligations, religious obligations, or family obligations. The applicant (for personal leave)
43 shall state personal leave as the reason for the request and shall submit the request in writing five (5)
44 days in advance whenever possible prior to the date for which the leave is being requested. This
45 leave shall not apply to the day before and the day after a holiday or vacation. Special requests for
46 additional personal days can be submitted to the Superintendent by route of the immediate supervisor
47 and will be determined on a case-by-case basis with a view to the particular circumstances involved.
48 The granting or denial of an additional personal day or days should not be considered precedent for
49 the granting of other requests. Unused personal leave at the end of any fiscal year will accumulate as
50 sick leave and be carried over.

51 (3) Death in Family: Upon approval of the Superintendent of Schools, eligible bargaining unit members
52 will be granted up to four (4) days of leave with full pay during each school year for the purpose of
53 bereavement upon each death of a member of the employee's family and close relatives, spouse's
54 family and close relatives, and domestic partner or parent or child of a domestic partner living in the
55 same household. For purposes of this section, four (4) days shall mean four (4) workdays. Such
56 leave shall not be cumulative and shall not be charged against sick leave.

57 (4) Family Illness or Emergency: Eligible bargaining unit members will be granted a maximum of three (3)
58 days leave with full pay during each school year because of serious illness in his/her immediate family
59 (mother, father, husband, wife, children, domestic partner). The foregoing paid family illness leaves
60 shall be charged against and deducted from the above-stated sick days annual leave allowance, to

1 the extent necessary, and any accrued paid leave balance. One of the days granted in this section
2 may be used for personal leave.

3 (5) Professional Leave: Any bargaining unit member may be granted professional leave on the
4 recommendation of the Superintendent with pay and with reimbursement for reasonable expenses
5 incurred. Two (2) union members may be granted professional leave for one (1) full day or two (2)
6 half-days per school year to attend union functions.

7 (6) Jury Duty: Time off shall be granted for jury duty when a unit member is called for such duty. This
8 time off shall be with pay except that the unit member shall return to the District the per-diem rate paid
9 to him/her for such jury duty. It is understood by the parties that moneys paid to the unit member for
10 expenses incurred in the performance of said jury duty shall not be claimed by the District or returned
11 to them.

12 J. Unpaid Leaves of Absence

13 (1) Parental Leave: Parental leave will be granted to bargaining unit members in recognition of both the
14 needs of the unit members and the needs of the District.

15 Ordinarily, a parental leave will extend for at least a calendar year after the birth of the bargaining unit
16 member's child. The maximum period of such a leave will be two years. The starting and ending
17 dates for the leave will be determined after consultation with the bargaining unit member, the
18 attending physician, the Director of Transportation, and the Superintendent. Among the factors
19 considered are the recommendation of the bargaining unit member's physician, and the time of the
20 school year. Credit for increments on the salary schedule will not be allowed for years in which more
21 than one-half (1/2) of the year is covered by parental leave without pay. Application for parental leave
22 must be filed with the Superintendent, for final action by the Board of Education.

23 (2) Personal Leave: Personal leave of absence without pay may be granted for personal reasons at the
24 sole discretion of the Board.

25 (3) Military Leave: A military leave for a unit member who enlists in the National Guard or who has been
26 drafted or enlists into the Armed Forces of the United States and/or who is required to serve brief
27 periods of service or training as a military reservist shall be treated in accordance with applicable
28 federal and state laws.

29 (4) Request for Unpaid Leave Days: A transportation employee shall be granted partial and full unpaid
30 leave days subject to the following conditions:

31 a. Such request for an unpaid leave day(s) must be submitted in writing at least 48 hours in
32 advance of the leave day(s).

33 b. No more than two (2) regularly employed bus drivers shall be on unpaid leave on any one
34 workday. This number may be exceeded at the discretion of the Director of Transportation.

35 c. Leaves shall be granted on a first-come, first-serve basis.

36 K. Miscellaneous Benefits

37 The District will reimburse unit members for the full cost of renewing his/her chauffeur's license. The District
38 will pay the full cost of complying with legal requirements to fingerprint unit members. This reimbursement
39 is for the regular/basic cost of the CDL and/or endorsements required to drive a school bus, not additional
40 classes or enhancements.

41 L. Reimbursement for Meal Expense for Special Runs

42 Upon pre-approval of the Director of Transportation, the District will reimburse bus drivers, substitute bus
43 drivers, bus monitors and substitute monitors for meal expenses at the flat rates of \$5.00 for lunch and
44 \$10.00 for dinner. A unit member will be reimbursed for meal expenses if the assignment exceeds three
45 hours and the work period includes the meal periods of 12 noon to 1:00 p.m. for lunch, and 5:00 p.m. to 6:00
46 p.m. for dinner.

47 M. Credit for Substitute Service

48 Bus drivers employed as substitute drivers for at least two continuous years prior to receiving regular
49 employment shall receive two years credit toward health benefits upon receipt of regular employment.

50 N. Shoe Allowance

51 An annual shoe allowance of seventy-five dollars (\$75.00) will be provided for mechanics.

52
53 **ARTICLE IV**
54 **SALARIES AND WAGES**

55 A. Salary Schedules

56 Salaries for bus drivers and mechanics will be based on the attached schedules, which shall remain in effect
57 during the term of this agreement and expires on June 30, 2012. The schedules will provide increases of
58 \$0.70 per hour per year for bus drivers and base starting rates for bus drivers of \$12.00 per hour in 2009-10
59 and 2010-11; and \$12.50 per hour in 2011-12. The head mechanic, mechanics A and B and bus dispatcher
60 will receive increases of 3.5% per year.
61

- 1 B. Work Year
2 The normal work year shall be 193 days.
- 3 C. Emergency Closing
4 Drivers shall not be required to report to work when emergency conditions force the closing of school for
5 students and faculty. If prior to the Winter 19-A training date, on a day when school is closed for emergency
6 reasons and the unit member is notified by 6:15 a.m. that school will be closed and he/she is not required to
7 report to work, the unit member will attend the Winter 19-A training without pay.
- 8 D. Rate of Pay for Vacation Days
9 Pay for vacation days will be paid at the regular hourly rate of pay received during the week preceding the
10 vacation.
- 11 E. Overtime
12 Overtime is granted upon prior approval of the Business Manager to bargaining unit members at one-and-
13 one-half times their regular rate of pay. Overtime is considered to be any time in excess of forty hours per
14 week.
- 15 F. Emergency and Holiday Work
16 Should a bargaining unit member be requested to work on an emergency basis on a day said employee is
17 otherwise not scheduled to work, or be requested to work on a paid holiday, said employee shall be paid at
18 double time for a minimum of four hours or for the number of hours actually worked, whichever shall be
19 greater. Emergency and holiday pay rates do not apply to mechanics working on emergency closing days.
20 The state of emergency is to be determined by the Superintendent of Schools, and Holiday Work pertains to
21 legal holidays as outlined by the Superintendent of Schools for each school year.
- 22 G. Additional Runs
23 Additional runs are runs beyond the driver's regular daily assignment to provide student transportation
24 between home and school or between locations where the student is transported to receive regular
25 instruction and earn credit toward advancement or graduation, such as: physical education (swimming,
26 bowling, golf), work experience, extra half days, exams, sick child, after school runs to home (late activities
27 bus), and filling in for another driver. All unit members will be paid at their regular hourly rate for hours
28 worked for additional runs.
- 29 H. Special Runs, Summer Runs and Substitute Pay
30 Special runs are runs beyond the driver's regular daily assignment that are not additional runs as defined in
31 the preceding paragraph G, such as: interscholastic sports, field trips off-grounds, events on-grounds where
32 the student is transported to another school location to participate in an occasional or incidental enrichment
33 activity (e.g. plays, non-physical education swimming) and temporary runs. All unit members will be paid at
34 \$12.00 per hour in 2009-2010; \$12.35 per hour in 2010-2011; and \$12.70 per hour in 2011-2012 for the
35 hours worked for special runs and summer runs. Substitute pay will be at the rate of @12.00 per hour in
36 2009-2010 and 2010-2011; and \$12.50 in 2011-2012.
37 Temporary runs will be defined as new or additional runs resulting from changes in student programs. If the
38 run will continue beyond three weeks, the run will be posted in the fourth week and assigned as permanent
39 in the fifth week for as long as the student is in the program.
40 For special runs assigned in rotation, if less than 24-hour notice is given and the driver is unable to do the
41 run there will be no loss in rotation. The driver will be awarded two (2) hours' pay at special run rate if a run
42 is cancelled on a Saturday or Sunday after the driver arrives at work without prior notification. The driver will
43 be awarded four (4) hours' pay at special run rate if the run is cancelled on a holiday or during recess after
44 the driver arrives at work without prior notification.
- 45 I. Longevity
46 Any unit member completing 5 years of service in the District will receive a non-accumulative longevity
47 payment of \$225. Any unit member completing 10 years of service in the District will receive a non-
48 accumulative longevity payment of \$375. Any unit member completing 15 years of service in the District will
49 receive a non-accumulative longevity payment of \$425. Any unit member completing 20 years of service in
50 the District will receive a non-cumulative longevity payment of \$475.
- 51 J. Perfect Attendance Incentive
52 Any unit member who does not use any sick leave, personal leave, or unpaid leave in a year will receive a
53 cash incentive of \$45 in the first pay check in July immediately after the completion of the school year.
- 54 K. Bus Monitor Pay
55 No change in step rates for the duration of the contract (keep the 2008-09 rates). Increase off-step rate by
56 3.5% per year.

57 **ARTICLE V**
58 **GRIEVANCE PROCEDURE**

- 59 A. A grievance is a claim by a bargaining unit member, or a group of unit members, that there has been a
60 violation, misinterpretation, or inequitable application of any provision of this Agreement.

- 1 B. The grievant will take the matter up informally and in writing with his/her immediate supervisor. The grievant
2 may be accompanied by a representative of his/her choice. Such informal contact must be made within
3 twenty (20) workdays of the event or occurrence giving rise to the claimed grievance. Within five (5)
4 workdays after written grievance is presented to the supervisor, he or she shall without any further
5 consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and
6 present it to the employee.
- 7 C. After the supervisor's written response, and if the Association finds the grievance to be meritorious, it must
8 be presented in writing to the Superintendent of Schools, signed by the President of the Association and the
9 Chairperson of the Grievance Committee within the next 15 work-day period. Information as to the nature of
10 the grievance and its resolution shall be available to the Association.
- 11 D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the
12 President of the Association or the Chairperson of the Grievance Committee to the President of the Board of
13 Education at the District Office within the next 10 work-day period. The Board of Education shall hold a
14 hearing on the grievance within the next 30-day period. Within 10 workdays after the conclusion of the
15 hearing, the Board of Education shall render a decision in writing on the grievance.
- 16 E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the decision
17 rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of
18 Education within fifteen (15) work days after receiving the Board of Education's decision.
- 19 F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules
20 and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- 21 G. Each party shall be responsible for costs of its own representation and presentation, and the parties shall
22 share equally arbitrator's fees and cost of the meeting room if any.
- 23 H. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort
24 will be made by all parties to expedite the process. The time limits specified for either party may be
25 extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at one stage
26 is not appealed to the next stage of the procedure within the time limits specified, the grievance will be
27 deemed to be discontinued and further appeal under this agreement shall be barred.
- 28 I. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the
29 time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the
30 end of the school term or as soon thereafter as is possible.

ARTICLE VI
EVALUATION AND JOB SECURITY

- 34 A. Evaluation/Personnel Files
- 35 (1) The work performance of all unit members shall be evaluated annually.
- 36 (2) Unit members shall be given a copy of any evaluation report prepared by their supervisor.
- 37 (3) Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing
38 his/her signature to a copy for the file. Unit members shall also have the right to submit a written
39 response within 30 days of their review of the evaluation with their immediate supervisor for
40 attachment to the evaluation. Said evaluation shall be placed in a unit member's personnel file upon
41 his/her refusal to affix his/her signature with notation by the supervisor to that effect.
- 42 (4) A unit member shall have the right to review the contents of his/her personnel file and, from the date
43 of this contract, copies of any material added to the personnel file will be provided for the unit
44 member, at the request of the unit member, with the exception of recommendations of a confidential
45 nature. The unit member will have the right to attach any written statement about any such materials
46 added to the file.
- 47 B. Seniority
- 48 (1) Definition: Seniority is defined as the length of an employee's continuous service from the date of
49 regular employment within the bargaining unit.
- 50 (2) Filling Vacancies:
- 51 (a) Regular a.m., p.m. and Kindergarten Runs and Full-Time Mechanic Openings
- 52 1. All above position openings shall be posted for five (5) days prior to the time that the
53 District takes action to fill the position.
- 54 2. Unit members who apply in writing will be given first consideration before the applications
55 of non-unit members are considered.
- 56 3. If two or more unit members apply for the same vacancy, the District will consider
57 qualifications and seniority of unit members in selecting an individual for a vacancy.
- 58 (b) Extra Driving assignments
- 59 1. All drivers are required to take extra driving assignments. Assignments to do extra driving
60 will only be given when volunteers are not available. These assignments will then be
61 based upon a lottery system.

- 1 2. While no final agreement shall be executed without ratification by the Association and the Board of
- 2 Education, the parties mutually pledge that their representatives be clothed with all necessary power and
- 3 authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
- 4 3. The Association shall have the right, upon request, to see and copy (at no expense to the District), during
- 5 regular working hours of the District Business Office, any public financial and budgetary information of the
- 6 District. Further, both parties shall furnish each other, upon request, all other available information pertinent
- 7 to the issues under consideration.
- 8 4. Copies of the final agreement shall be distributed to all unit members on the first day of school in September
- 9 or four weeks after its execution, whichever date is later. Unit members who commence active employment
- 10 subsequent to the times described in the preceding sentence shall be provided with a copy of the contract.
- 11 The employer will supply the Association President with 41 additional copies of the agreement.

RATIFICATION

12 IN WITNESS WHEREOF, we hereunto set our signatures this _____ of October 2009, at the District Office.

13 _____ 10/6/09
 14 Barbara A Finucane Date
 15 On Behalf of the Honeoye Falls-Lima Transportation Association

16 _____ 10/6/09
 17 Michelle Kavanaugh Date
 18 On Behalf of the Board of Education of the Honeoye Falls-Lima Central School District

19 _____
 20 Notary Public
 21 Sworn to before me this _____ of October 2009

BUS DRIVER SALARY SCHEDULE

Step	2009-2010	2010-2011	2011-2012
A	N / A	N / A	N / A
B	12.00	12.00	12.50
C	12.66	12.70	12.70
D	13.27	13.36	13.40
E	13.88	13.97	14.06
F	14.49	14.58	14.67
G	15.01	15.19	15.28
H	15.54	15.71	15.89
I	16.02	16.24	16.41
J	16.51	16.72	16.94
Off-step:	\$.70	\$.70	\$.70

	2009-2010	2010-2011	2011-2012
Special Runs (See Section I):	12.00	12.35	12.70
Summer:	12.00	12.35	12.70
Substitute:	12.00	12.00	12.50
Additional Runs (See Section H):	Unit member's regular hourly rate		

HEAD MECHANIC / BUS DISPATCHER / MECHANIC A SALARY SCHEDULE

	2009-2010	2010-2011	2011-2012
NA	NA	NA	NA
14.49	15.00	15.53	
15.00	15.00	15.53	
15.52	15.53	15.53	
16.06	16.06	16.07	
16.46	16.62	16.63	
16.88	17.04	17.20	
17.27	17.47	17.64	
18.62	17.87	18.08	
19.22	19.27	18.50	
19.84	19.89	19.94	
20.47	20.53	20.59	
21.26	21.19	21.25	
22.05	22.00	21.93	
Off-step:	3.5%	3.5%	3.5%

MECHANIC B SALARY SCHEDULE

	2009-2010	2010-2011	2011-2012
NA	NA	NA	NA
11.35	11.74	12.16	
11.74	11.75	12.16	
12.16	12.15	12.16	
12.59	12.59	12.58	
12.94	13.03	13.03	
13.29	13.39	13.49	
13.68	13.76	13.86	
14.01	14.16	14.24	
Off-step:	3.5%	3.5%	3.5%

BUS MONITORS SALARY SCHEDULE FOR 2009-2010 / 2010-2011 / 2011-2012

Step 1	Step 2	Step 3	Step 4	Step 5
\$7.25	\$7.50	\$7.73	\$7.89	\$8.18
Off Step: 3.5%				

1
2
3 **DRUG AND ALCOHOL TESTING POLICY**

4 **I. PURPOSE**

- 5 A. The purpose of this policy is to establish a written procedure for conducting drug tests within the
6 Honeoye Falls-Lima Central School District of a transportation employee when there is reasonable
7 suspicion that such employee is under the influence of illegal controlled substances or alcohol. An
8 employee will be tested only when reasonable suspicion exists that such test would yield a positive
9 result for the presence of illegal controlled substances, or their metabolites, or alcohol.

10 **II. POLICY**

11 A. Policy Statement

12 An employee attempting to work under the influence of illegal controlled substances or alcohol,
13 regardless of the position held, adversely affects the accomplishment of the District's duty to safely
14 transport students, impairs the efficiency of the workforce, endangers the lives and security of
15 employees and students and undermines the public trust and is, therefore, prohibited. In order to
16 identify possible illegal controlled substance usage, and alcohol abuse, and to curtail the introduction
17 of illegal controlled substances into District facilities, procedures to test for the use of illegal controlled
18 substances and alcohol shall be established.

19 The District, as part of its concern for its employees, recognizes that the use of illegal controlled
20 substances and abuse of alcohol causes problems, which may have a far-reaching negative effect on
21 the well being and productivity of the workforce. It is with problems such as these in mind that the
22 District maintains its Employee Assistance Program. The District fully supports the Employee
23 Assistance Program and encourages employees who are using illegal controlled substances or
24 abusing alcohol to seek the confidential services of the Employee Assistance Program. Information
25 concerning the use of illegal controlled substances or the abuse of alcohol revealed to EAP
26 representatives by an employee cannot be used against the employee for any purpose.

27 **III. APPLICATION**

- 28 A. An employee of the District may be ordered to submit to testing to determine the presence of illegal
29 controlled substances. An employee of the District, who refuses to submit to testing, may be subject
30 to suspension and disciplinary charges.
- 31 B. In determining whether to order a test in a particular case, the District must balance an employee's
32 reasonable expectations of privacy from unreasonable intrusions against the District's interest in
33 assuring the integrity and fitness of its employees and the safety of its transportation operations.
- 34 C. The order must be justified by a reasonable suspicion that the employee has reported for duty under
35 influence of illegal controlled substances or alcohol, or is engaging in the use, distribution, or sale of
36 illegal controlled substances either on or off duty.
- 37 D. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical
38 application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do
39 not meet the standard.
- 40 E. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and
41 cautious person to act under the circumstances. Reasonable suspicion must be based on specific
42 and articulable facts and the logical inferences and deductions that can be drawn from those facts.
- 43 F. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as
44 direct observation of use and/or the physical symptoms of using or being under the influence of illegal
45 controlled substances or alcohol such as, but not limited to, slurred speech, disorientation, a pattern of
46 abnormal conduct or erratic behavior; or information provided either by reliable and credible sources
47 or which is independently corroborated.
- 48 G. The District will not test solely on the information of anonymous sources unless the information is
49 corroborated by reliable and credible sources or objective evidence.
- 50 H. It is intended that, where a decision is made to test, the employee will be given a direct order to submit
51 to the test.
- 52 I. If an employee has requested EAP assistance for his/her abuse of an illegal controlled substance or
53 alcohol prior to any incident leading independently to the determination of the existence of reasonable
54 suspicion of use of an illegal controlled substance, or the employee's arrest for use, possession or
55 distribution of an illegal controlled substance, and such employee is following the EAP program, that
56 employee will not be subject to drug or alcohol testing under this policy based on the request for EAP
57 assistance, but this policy will apply with full force to any subsequent incident where reasonable
58 suspicion is found.

59 **IV. PROCEDURE**

- 60 A. Whenever the Director of Transportation or his designee reasonably suspects, based on his or her
61 own observations, that an employee has reported for duty or is working in an impaired condition due

1 to the use of an illegal controlled substance or the abuse of prescription drugs or alcohol, such
2 information should immediately be communicated to the Superintendent or her/his designee. Such
3 communication should be made as confidentially as reasonably possible.

- 4 B. The Superintendent will assign an administrator to act as an investigator to conduct an investigation of
5 the allegation. The purpose of the investigation is to determine if the available facts objectively
6 indicate that reasonable suspicion exists to pursue the inquiry. If the allegation is based on
7 someone's observation of the suspected employee, the investigator must personally observe the
8 suspected employee. If there is any reason to believe the suspected employee is trafficking illegal
9 controlled substances, the fact shall be immediately communicated to the State Police. The
10 investigation should be conducted with a degree of discretion that will insure, as much as possible, the
11 dignity and privacy of the employee.
- 12 C. When the Superintendent believes the available facts objectively indicate that reasonable suspicion
13 exists that a test of the employee would yield a positive result for the presence of an illegal controlled
14 substance, or its metabolites, or alcohol documentation of such facts shall be maintained. The
15 investigator shall be instructed to complete a report of his investigation. The investigator shall
16 exercise care and accurately document the objective facts contributing to and forming the basis for
17 the reasonable suspicion. These facts must include a description of the employee's appearance and
18 demeanor, the observations of witnesses, and the nature and source of the information.
- 19 D. Based on the investigator's report, the Superintendent shall determine whether facts required to
20 establish reasonable suspicion are present and have been properly documented.
- 21 E. If the Superintendent determines that reasonable suspicion does not exist to order testing, no testing
22 shall occur and no documentation of the request may be kept in the employee's personnel records
23 and evidence of the incident may never be used against any employee in any subsequent disciplinary
24 proceedings or for any other purpose. When the Superintendent finds that reasonable suspicion
25 exists, the testing procedures below shall be followed.
- 26 F. An employee of the District ordered to submit to testing shall be advised that he or she has a right to
27 consult with a union representative, and, the employee shall be afforded an opportunity, if he or she
28 requests, to consult with a union representative provided that the union representative responds
29 without undue delay. Reasonable efforts to assist the employee in contacting a union representative,
30 if the employee desires, shall be made. The employee shall also be given a brief verbal explanation,
31 in the presence of a union representative if requested, of the factual basis of the reasonable suspicion
32 including, a brief description of the conduct leading to the formation of a reasonable suspicion,
33 including the employee's acts, and the relevant dates, places and times thereof and source of
34 information.
- 35 G. The Superintendent shall order the employee to proceed to the Rochester Occupational Center at St.
36 Mary's Hospital escorted by a supervisor. The employee may be accompanied by a union
37 representative. Where reasonably practical, the supervisor shall be of the same gender as the person
38 to be tested. The escorting supervisor shall bring the appropriate form executed by the
39 Superintendent authorizing testing. Testing shall be carried out by the personnel of the Rochester
40 Occupational Center as medically necessary and appropriate, and may include any or all of blood,
41 urine, and breath samples. Part of this specimen shall be set aside for possible testing at a later date.
42 This sample shall be maintained by the Center. In the event that an employee is ordered to submit to
43 testing at a time other than the normal hours of the Rochester Occupational Center (8:00 - 5:00,
44 Monday through Friday) or where transportation time to the Rochester Health Center would exceed
45 one hour, the employee shall be escorted to the nearest hospital emergency room for samples to be
46 taken. Only a laboratory licensed pursuant to section five hundred seventy-five of the Public Health
47 Law shall be used to analyze and report on samples.
- 48 H. Throughout all aspects of these procedures, including transportation and the actual obtaining of the
49 sample, every reasonable effort must be made to insure the dignity and privacy of the employee. All
50 reasonable efforts will be made to avoid public attention, and these procedures shall be carried out as
51 discreetly as reasonably possible.
- 52 I. The lab report of all testing will be sent to the District's Medical Review Officer for interpretation. A
53 copy of the lab report will be given to the employee.
- 54 J. If any test is positive, the employee will be notified and will be given the opportunity to present
55 evidence and/or information that the positive test resulted from prescribed or over the counter drugs
56 or that special circumstances may have affected the test results. The employee will be required to
57 sign a release of information in the event that a physician must be contacted for clarification or
58 verification. If the results of all tests are positive, the employee may request that the second sample
59 of the specimen be tested.
- 60 K. If the results of all tests are negative, the request for testing, the finding of reasonable suspicion, as
61 well as results of said test will not be kept. If any tests are positive, the employee may be suspended

1 by the Superintendent pending disciplinary charges, provided such suspension is appropriate under
2 the applicable collectively negotiated agreement, and law, rule or regulation.

3 **V. GENERAL PROVISIONS**

- 4 A. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in all aspects of
5 the testing procedure shall be communicated to the Superintendent and may subject the employee to
6 discipline, as appropriate, under the applicable collectively negotiated agreement, and law, rule or
7 regulation.
- 8 B. At the conclusion of the testing procedures, the employee may be suspended if the facts independent
9 of the test results justify the actions and constitute a basis under the applicable collective bargaining
10 agreement or law. In a case where an employee is judged too impaired to continue work, he or she is
11 to be assisted with making arrangements for transport home. The employee is also to be strongly
12 encouraged not to drive. If the employee insists on driving, the Transportation Director or other
13 appropriate authority should be immediately notified.
- 14 C. When written reports of the laboratory tests are received by the Superintendent, a copy shall be
15 forwarded to the employee who was tested.
- 16 D. Where any provision of this policy is determined to be in conflict with the applicable collective
17 bargaining agreement or law, statute, rule or regulation, including Civil Service Law Section 72 and
18 Section 75, said collective bargaining agreement, law, statute, rule or regulation will control. It is not
19 the intent of this policy to abridge any rights an employee may have under applicable collective
20 bargaining agreements, laws, statutes, or rules or regulations.
- 21 E. If, as a result of the investigation, just cause for discipline, as defined in the applicable collective
22 bargaining agreement is established, discipline shall be imposed with regard to the circumstances of
23 each case. Time in service and prior offenses or lack thereof may be considered in determining
24 appropriate penalties.
- 25 F. Records concerning positive tests will be maintained confidentially in the personnel files.
- 26 G. An employee who claims to have been tested under this policy without reasonable suspicion can
27 assert such claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this
28 policy shall be construed to deprive an employee of any other appropriate defenses or arguments in a
29 disciplinary proceeding.
30

Memorandum of Understanding

**Superintendent of Schools
Honeoye Falls-Lima Central School District
and**

The Honeoye Falls-Lima Transportation Association

The Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Transportation Association hereby agree to the following terms and conditions for the compensation of unit members:

- 1. Make a salary adjustment to Thomas Edwards to \$25.90 per hour retroactive to July 1, 2002, to reflect pay in line with his responsibilities.
- 2. Both parties agree to drop proceeding of the Russell Johnson grievance and add the following contract language effective January 1, 2008:
 New bargaining unit members who have been employed for at least six months as of July 1 following the commencement of service will receive the applicable base wage increase as of July 1. New bargaining unit members who have not been employed for at least six months as of July 1 following the commencement of service will receive one half the applicable base wage increase as of July 1.

Dated: 12/4/07

Superintendent of Schools
Honeoye Falls-Lima Central School District

Barb Finucane, President
Honeoye Falls-Lima Central
Transportation Association

1
2
3 **Memorandum of Agreement**
4 **Between**
5 **Honeoye Falls-Lima Transportation Mechanics and Dispatcher**
6 **and the Superintendent of Schools**
7
8

9 Whereas the Association and the Director of Finance have met and discussed their respective interests
10 concerning the annual number of pays in effect for the term July 1, 2011 to June 30, 2012; and
11

- 12
13 1. It is hereby agreed that there has been a vote of the association members and a decision has been reached
14 to accept 27 equal pays.
15
16 2. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a
17 successor Agreement upon the expiration of the current Agreement.
18

19
20
21 IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.
22
23

24
25
26
27 _____
28 Date

Michelle Kavanaugh, Superintendent

29
30
31 _____
32 Date

Unit Representative
33
34

**Memorandum of Agreement
Between the Honeoye Falls-Lima Central School District and the
Honeoye Falls-Lima Transportation Association**

WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Transportation Association have agreed to a collective bargaining agreement effective from July 1, 2009 through June 30, 2012; and

WHEREAS, both the District and the Association agree that a full-time unit member's work year is 260 days; and

WHEREAS, the Association has expressed a concern that based on the calendar certain work years for 12 month, unit members have more than 260 work days; and

THEREFORE, the District agrees in this instance:

1. That certain school years have more than 260 days of work and that the established practice of basing the work year on 260 days must be amended, so that wages are calculated on the actual number of work days that occur each year.
2. That this amendment of wage calculation will be applied to wages for the 2011-2012 year and all future years for 12 month unit members.
3. That each year, beginning with the 2011-2012 work year, the Association President and the Superintendent, or the designee of the Superintendent, will meet in May or earlier each year for the purpose of determining the number of work days for the upcoming work year, beginning July 1 of each year, as it applies to full-time unit members.
4. That the agreed to number of work days by the Association President of and the Superintendent, or the designee of the Superintendent, will be reflected on the Action Sheets provided by the District to full-time 12 month unit members each year.
5. That the District will provide current full-time unit members/employees, who have worked for the district since July 1, 2009 only, the following options, of which unit members may choose one (1):
 - a) Twenty hours of compensation taken as floating holidays; these days must be used within two (2) years from the date of this agreement and will be in addition to the unit member's contractual holidays.
 - b) Sixteen hours of compensation taken as money; these days will be paid in one separate check or included as a separate, additional amount in a regular paycheck on a date mutually agreed to by the District and the Association.
6. That the District will provide current full-time unit members/employees, who have worked for the district since July 1, 2010 only, the following options, of which unit members may choose one (1):
 - a) Ten hours compensation taken as floating holidays; these days must be used within one (1) year from the date of this agreement and will be in addition to the unit member's contractual holidays.
 - b) Eight hours compensation taken as money; this day will be paid in one separate check or included as a separate, additional amount in a regular paycheck on a date mutually agreed to by the District and the Association.
7. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the current Agreement.

Superintendent
Honeoye Falls-Lima Central School District

President
Honeoye Falls-Lima Transportation Association

9/1/11

Date Signed

8/23/11

Date Signed