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BUS 5005

AGREEMENT BETWEEN  
FAIRPORT TRANSPORTATION  
ASSOCIATION

&

FAIRPORT CENTRAL SCHOOL DISTRICT

7/1 6/30  
2009 - 2012

RECEIVED  
NYS PUBLIC EMPLOYMENT  
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ADMINISTRATION





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AGREEMENT made this 30th day of June, 2009, by and between SUPERINTENDENT OF SCHOOLS OF THE FAIRPORT CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and FAIRPORT TRANSPORTATION ASSOCIATION (hereinafter referred to as "Association").

WHEREAS, representatives of the Superintendent have met in negotiation sessions with representatives of the Association, acting as the exclusive representatives of all bus attendants and bus drivers and mechanics to negotiate matters involving the terms of employment.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements, herein contained, it is hereby covenanted and agreed as follows:

### SCOPE

- A. This Agreement shall cover the employer-employee negotiating unit of the Fairport Transportation Association (hereinafter referred to as the "Association"), consisting of all ten-month bus drivers, bus attendants, and mechanics (hereinafter referred to as regular bus drivers, bus attendants and/or mechanics).
- B. Copies of this Agreement shall be published at the expense of the Board of Education and shall be distributed to all members of the Association as soon as possible, but no later than thirty (30) days after ratification by both parties. The Director of Transportation will notify the president of the Association when a new driver or mechanic is hired. It will be the president's responsibility to explain the workings of the Association to the new member.
- C. For the school years covered by this Agreement, bus drivers, bus attendants and mechanics will be defined as follows:

Bus Attendants - Attendants who work morning and afternoon each day, Monday through Friday unless the schools are closed. Employees must work for the full school year, September through June.

Part-time Bus Attendants - Attendants who work mornings or afternoons each day, Monday through Friday, for a full school year, September through June.

Regular Bus Drivers - Drivers who work morning and afternoon each day, Monday through Friday, unless the schools are closed. Employees must work for the full school year, September through June.

Part-time Regular Bus Drivers - Drivers who work mornings or afternoons each day, Monday through Friday, for a full school year, September through June.

Flexible Bus Drivers- Drivers who because of working schedules for regular jobs are not able to drive on a pre-arranged schedule. Employees must work for the full school year, September through June. After 90 workdays, flexible drivers will be eligible for the same benefits as part-time regular bus drivers.

Mechanics - Mechanics who work eight hours a day, Monday through Friday, for a twelve-month period.

Eligible Employee - Mechanics, regular bus drivers, full-time bus attendants and personnel employed prior to July 1, 1978.

- D. This Agreement shall supersede any rules, regulations, or practices, past or present, of the District and Transportation Department, which are contrary or inconsistent or in violation of its terms.

The provisions of this Agreement shall be considered part of the established policies of the Transportation Department and the District.

- E. No modification or waiver of any of the terms of this Agreement shall be binding unless it is in writing and signed by the Superintendent or his/her designee, the Association President and Vice-President or their designees, and one designated Association member (not on the current Association Board) who is directly affected by the change or waiver.

No waiver or any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or similar nature unless so specified in writing by the parties.

## SECTION I - SALARY

- A. Hourly wage rates for all continuing employees in this bargaining unit will be increased within their negotiated wage range as follows:

2009-10	Employees earning \$17.00/hour or more- 3.5% increase on base salary*
	Employees earning less than \$17.00/hour- 3.7% increase on base salary*
2010-11	Employees earning \$17.00/hour or more- 3.5% increase on base salary
	Employees earning less than \$17.00/hour- 3.7% increase on base salary
2011-12	Employees earning \$17.00/hour or more- 3.5% increase on base salary
	Employees earning less than \$17.00/hour- 3.7% increase on base salary

\*Retroactive to July 1, 2009

### Minimum Wage Rate

<u>Title</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Drivers	\$12.72	\$12.97	\$13.22
Bus Attendants	\$ 8.58	\$ 8.83	\$ 9.08
Mechanics	\$13.79	\$14.04	\$14.29

- B. A newly hired driver with one or more years of experience as a school bus driver in another school district will be paid the starting salary for new drivers. At the completion of one successful year of driving with the District, the driver will receive salary credit of \$.20/hour for each year of prior school district service for up to five years. This amount will be added to the base pay. Salary credit for years of experience will only be given if at least two of those years are immediately preceding the hire in Fairport. For purposes of this clause, immediately preceding will mean any driving in the previous school year or no more than 30 days prior to hire date in Fairport. Credit will be given only for full years of driving.
- C. Evaluations shall be completed by the appropriate transportation supervisor no later than June 15<sup>th</sup> of each year.
- D. If a bus driver or a bus attendant is hired specifically as, or is assigned to complete a route which requires an EMT certification, he/she shall receive a \$.50 per hour wage differential while assigned to such an assignment.
- E. In those instances where the Board of Education or Superintendent of Schools, in their sole discretion, reduce the number of student days for the purpose of providing additional conference/work days for teachers, the District will make all reasonable efforts to reassign work to those employees who otherwise would suffer a loss of wages as a result. Such reassignment shall be subject to the availability of work in the Transportation Department and will be offered to employees based on qualifications and seniority.
- F. Any Attendant, Driver or Mechanic who is directed by the District to attend mandatory training required by the District shall receive their regular hourly wages for such training. Any cost associated with the training will be paid for by the District including books, materials and any other fees.
- G. Bus attendants and drivers will be eligible for a \$125 stipend for completion of CPR/AED training, and annually thereafter, as long as the bus attendant/driver produces evidence of a valid certificate each year.
- H. The District will compensate drivers \$100 (one hundred) for the mandated 30 hour training required within the first year of employment. If bus attendants are mandated to take comparable training, they will receive a stipend based on the number of seat hours required; i.e., 15 hour training would receive a \$50 stipend.

**SECTION II - LONGEVITY**

- A. 1. Effective July 1, 2009, regular bus drivers, bus attendants, and mechanics who have completed the following longevity increments shall be paid in the following manner:

- a) Employees with five (5) years of service in the District are entitled to an increase of \$0.16 per hour added to their base hourly rate.
  - b) Employees with ten (10) years of service in the District are entitled to an increase of \$0.16 per hour added to their base hourly rate.
  - c) Employees with fifteen (15) years of service in the District are entitled to an increase of \$0.10 per hour added to their base hourly rate.
  - d) Employees with twenty (20) years of service in the District are entitled to an increase of \$0.13 per hour added to their base hourly rate.
  - e) Employees with twenty-five (25) years of service in the District are entitled to an increase of \$0.20 per hour added to their base hourly rate.
  - f) Employees with thirty (30) years of service in the District are entitled to an increase of \$0.26 per hour added to their base hourly rate.
  - g) Employees with thirty-five (35) years of service in the District are entitled to an increase of \$0.26 per hour added to their base hourly rate.
2. In order to receive a longevity payment, the unit member must complete the applicable number of years of service on or before July 1 in the fiscal year the payment is to be made.
  3. This salary adjustment will be made in the first regular payroll in July and will become a permanent part of the base salary for mechanics, regular bus drivers and bus attendants who are employed during the summer months. The adjustment will be made in the first regular payroll in September and will become a permanent part of the base salary for continuing unit members (drivers and attendants) who were not employed during the summer months.

### SECTION III - SENIORITY

- A. Personnel employed prior to July 1, 1978 will retain all seniority rights accrued from date of employment.
- B. Personnel employed after July 1, 1978 will accrue seniority as outlined in this contract.
- C. Seniority shall be established as of date of employment and based only on "continuous full-time service". Continuous full-time service is defined as: Employees who work morning and afternoon for the full school year - September through June.
- D. Part-time regular bus drivers, part-time bus attendants and flexible bus drivers who work only AM or PM will accrue seniority rights on a part-time basis. (Example - two school years of service would equal one year of seniority).



- E. All ten and twelve-month employees, including flexible drivers may establish seniority rights.
- F. Personnel employed before July 1, 1978 changing their status from AM and PM work day to AM or PM only, will accrue seniority rights as defined in Paragraph D.  
  
The Association President, or designee, will be responsible for updating the seniority list yearly before runs are assigned in August. This list will be used exclusively for the purpose of assigning runs. Along with the list, he/she will document a definition of member starting date and rules for employees with the same starting date. The Director of Transportation will update the Association President on any and all employee changes that affect seniority and review this list when needed.
- G. A regular driver substituting for an absent driver on Midday Run (9:15 a.m. to 1:00 p.m.), Kindergarten Run, Activity Run, Music Run and Sports Shuttle Run, shall keep that run as long as such driver is absent. When the District is aware that a regular driver will be absent for five (5) consecutive work days or more, the run will be immediately offered to the next available driver according to the official seniority list. If a permanent run becomes available, a driver doing a hold down run will be available for permanent assignment according to the Official Seniority List.
- H. Midday Run (9:15 am to 1:00 pm) Kindergarten Run, Activity Run, Music Run and Sports Shuttle Run, shall be assigned according to the Official Seniority List. When a driver refuses any of the aforementioned runs, on an on-going basis during the school year, such driver shall not be entitled to receive another such run during the same school year, except on a substitute basis.
- I. Except in cases of emergency, a new driver will be required to serve a probationary period before he/she becomes eligible for extra trips as outlined in Paragraph H above. The probationary period will be 45 driving days for AM and PM drivers and 90 driving days for AM or PM drivers.
- J. A regular driver will not normally be relieved from his/her regular work assignment to take trips scheduled in Paragraph H above except in an emergency situation or when there is no other alternative.
- K. Mechanics will not normally be assigned to drive except in an emergency situation or when there is no other alternative. Mechanics will have the opportunity each year to select and train on several short runs. In the event that they are needed to drive, they will be assigned to one of these pre-selected runs.
- L. An emergency situation is defined as "four (4) hours" or less before departure time of a work assignment.
- M. Reduction in personnel shall be done on a strict seniority basis starting with the least senior person according to the Official Seniority List.

Please note there was an error in the printing of page six, please replace this in your contract.

#### SECTION IV - REASONS FOR CHANGE IN SENIORITY

Loss of seniority shall be caused by:

- A. Termination of employment - When an employee leaves the employ of the Fairport Central School District, all seniority rights will be terminated.
- B. When an employee transfers to another department within the District from the Transportation Department, and at a future date decides to return to the Transportation Department, his/her seniority will be reinstated to his/her original year of service he/she accrued while in the Transportation Department. The time accrued in another department in the District will not be credited to the employee's time when he/she returns to the Transportation Department.
- C. Members of the unit covered by this Agreement who are assigned to a different job function on a temporary basis shall continue to accrue seniority.
- D. Absence without proper notification - The exception shall be an emergency situation which makes it impossible to report to work.
- E. An employee transferring from AM to PM hours to AM or PM hours for a period of 20 working days or more, will accrue seniority as per Section III, Paragraph D.
- F. Any driver not appearing for Refresher/Orientation without approval from the Director of Transportation may be suspended and/or removed from the Official Seniority List.

#### SECTION V - SCHEDULING OF WORK

- A. 1. The following provision shall be implemented as assignments become available:

All work assignments, including summer work, shall be assigned on a seniority basis not to exceed 40 hours per pay week. Summer work shall include: summer bus driving, and summer bus cleaning. Assignment will be based on seniority using the official summer sign up list. Assignment shall not exceed 40 hours per pay week. It is understood and agreed that the scheduling of assignments will be done on a basis of work assignment time and the seniority of the driver.

  - a) All work includes AM and PM runs Midday Run, Kindergarten Run, Activity Run, Shuttles Run, Sports Run, Music Run, field trips and bus driver training.

b) In the event of an emergency situation and with the approval of the Head Bus Driver or designee, any driver, bus attendant, mechanic or twelve month driver who works over forty (40) hours in a pay week, will be paid overtime.

c) Should a driver, bus attendant, mechanic or twelve month driver exceed 40 hours in a pay week without the approval of the Head Bus Driver or designee, he or she will be subject to disciplinary action. This disciplinary action will be as follows:

- 1) verbal warning
- 2) written warning
- 3) three (3) days off without pay in the subsequent pay period
- 4) two (2) additional days without pay in the subsequent pay period for an additional offense

Any time off due to the disciplinary action above will count against perfect attendance and will be part of the annual evaluation.

d) Any mechanic called to work on a Sunday shall receive overtime payment for all hours worked.

2. Hours for such assignments whether individual or a combination of assignments (as stated above) shall not exceed the number of hours given to more senior personnel. Individual preference for particular buses shall not be considered in this process.
3. Hours attributable to each work assignment will be based on the anticipated times which result from the summer scheduling. The District shall not be responsible for changes in times which results from school time changes, pupil changes, and other changes which occur after the initial schedule is completed.
4. At least four representatives from the association will be given the opportunity to review the final schedule, including times, to make certain that both seniority and times are as accurate as reasonably possible. Such review shall take place within 5 working days of the end of August in each school year.
5. At the discretion of the association, at least 4 representatives will be given an opportunity to meet on an informal basis with the Director of Transportation or designee in July of each of year to discuss the scheduling process used during the previous year.
6. Extra work for mechanics in excess of their regular eight hour day (or 40 hour work week) will be assigned on a rotating seniority basis.
7. Mechanics required to work a second or third shift on a regular basis will be paid a \$.40 cent per hour shift differential in addition to their regular rate of pay.

- B. All drivers holding a CDL with endorsements will be eligible to drive all buses operated by the Fairport Central School District.
- C. When a new work assignment is created or an existing one becomes available as a result of a driver leaving, and this occurs during the work year, such assignments will be posted with approximate hours by management and drivers may bid for this assignment. It must be recognized that the entire assignment must be taken in the bid (not including assignments addressed in D). The awarding of these assignments will be made to the most senior driver bidding.

If a driver successfully bids for an open assignment, the vacated assignment will be granted to the next senior driver on the original posting. Management reserves the right to assign the third and subsequent opening in this case.

- D. Midday Run, Kindergarten Run, Scheduled Early Dismissal, Activity Run, and Shuttle Run and Music Run not included in regular runs that become available due to absenteeism, will be assigned to drivers based on the Official Seniority List who sign up on a daily basis indicating their availability. When an emergency arises, the first available driver will be used without redress from any other driver.
- E. All drivers will be guaranteed a minimum of two (2) hours for each regular morning and/or afternoon run. All other runs (Midday, Kindergarten, Scheduled Early Dismissal, Activity, Shuttle and Music), will have a minimum guarantee of one (1) hour. When a driver is on this guarantee, he/she will be available to drive. In the event that a school is closed for any reason, the driver will still receive his/her scheduled daily average for AM/PM for that day.
- F. Employees having a Kindergarten Run, Midday Run, Activity Run or Shuttle Run assignments not included in regular hours, will not lose this assignment unless it is given up voluntarily, or the need in subsequent years is reduced. In case of reduced need, drivers with the most years on Kindergarten Run, Midday Run, Activity Run or Shuttle Run presently assigned to these positions would fill the remaining assignments.

If a regular driver has to be relieved of an Activity Run or Shuttle Run due to a conflict of scheduling by management in a given year, said driver will be eligible the following year for a similar run, if available, at regular Official Seniority List status.

At the end of each school year, staff members shall complete an assignment work questionnaire. Staff members assigned to work based on this information who thereafter voluntarily give up any or all such work, except for serious medical or family emergencies, will be placed at the end of the seniority list for future scheduling.

The Director of Transportation shall post all seniority lists annually at the Bus Garage. This shall include: Kindergarten Run, Music Run, Shuttle Run, Activity Run and Sports Run. Such seniority lists shall be updated no later than October 1st.

- G. A driver shall be notified of his/her trip at least four (4) hours in advance. If it is not possible for the immediate supervisor to do so, the driver may refuse the trip and be eligible for the next trip scheduled.

- H. 1. Only the Director of Transportation, Head Bus Driver or their designees will be authorized to delegate runs.
- 2. Persons other than those in (1) above will not have the authority to specify a particular driver for a particular run.
- I. If a mechanic is requested by the Director of Transportation or designee to assume the duties of Head Mechanic for a period of three or more consecutive days, the mechanic shall receive an additional \$2.00 per hour over his/her normal hourly rate of pay. This shall not include overtime if applicable.
- J. Bus drivers and bus attendants will receive a minimum of four (4) hours per day or additional drive time as authorized by management, to review and practice bus assignments for the new school year.

## SECTION VI - EXTRACURRICULAR TRIPS

Extracurricular trips will be apportioned to part-time regular drivers, full-time drivers, and flexible drivers according to the Time Accumulation System.

- A. The Time Accumulation System works on the basis that when a group of drivers has signed up for a field trip or sporting event, the driver with the fewest number of accumulated extra trip hours up to that point is awarded the trip. This allows a fair and equitable system whereby all drivers who choose to take said trip may do so without any fear of one individual getting more than his/her fair share.

Example: If there are four buses going on a single trip and six people signed up for said trip, the four drivers with the fewest hours on the Time Accumulation Chart will be awarded the trip.

- B. “Emergency Trips” - The majority of the Trip Sheet requests by teachers for field trips and sporting events are received a few days in advance of the date they are to go. This type of request is handled efficiently by the Time Accumulation System.
  - 1. Periodically a request for a bus will not be received by the Transportation Department until just a few hours before the trip is to leave.
  - 2. Also periodically a student may become sick and need to be taken home. Either of these may constitute an “emergency trip”. When such occurs, the administration reserves the right to give said trip to drivers who are available and best meet the criteria previously explained. The time received will be charged to the driver’s Accumulation Chart, unless its duration is of one hour or less.

- C. If an emergency trip is one hour or less, the driver is not held accountable for that time on his/her Time Accumulation Chart. Example: Taking a sick child home.
- D. If an emergency trip is more than one hour, the driver is held accountable for that time and it will be added to the driver's Time Accumulation Chart.
- E. Drivers will not be allowed to take any field trips or sporting events if it interferes with their regularly scheduled routes. The only exception is an emergency situation where the change is made by the Director of Transportation or designee. Any trip over 8 hours will be posted and all drivers will be eligible to request the trip.

The District agrees to post all field trips. Any driver desiring a field trip must sign a posted sign-up sheet for a particular field trip.

1. The only runs that will not be subbed so that a driver may take a field trip will be Kindergarten Run, Midday Run, Activity Run, Sports Run or runs for children with special needs.
  2. The only time a driver will not be relieved of regular AM or PM runs to take a field trip would be due to an emergency situation where another driver is not available to relieve the regular driver of their normal run.
- F. Seniority is used in this system for only two reasons:
    1. When the system is started at the beginning of each school year no one will have any hours. At this point, seniority is used to initially put the system into effect.
    2. If two drivers sign up for a trip and both persons have equal accumulated time, the driver with seniority will be awarded the trip.
  - G. If a regular run and a field or sporting event overlap in anyway, only the extra time beyond what you normally drive will be added to your Time Accumulation Chart.

Example - a driver normally drives two and one-half hours a day. Because for some reason, his/her last run does not exist and he/she is through one-half hour early, he/she may take an extra run and not have that one-half hour charged to him/her on the Time Accumulation Chart. The rest of the trip will be charged.
  - H. A driver's accumulated time is determined by what is on the time card and not by the period of time actually behind the wheel of the bus.
  - I. In order to be fair to all current employees, when a new driver is hired, he/she does not start with zero on his time Accumulation Chart. At the end of his probationary period, all the hours of the current drivers are added together and then divided by the number of drivers to establish an average. The new driver then starts out with that average on his/her Time Accumulation Chart.

J. Cancellations

1. If a driver has been given a field trip or sporting event and it is cancelled by the School District, he/she is not charged with that time on his/her Time Accumulation Chart. When a scheduled extracurricular trip is cancelled, and the driver has reported for said trip, the driver shall receive a guarantee of two (2) hours pay. If the scheduled extracurricular trip is on a school day and the driver has received notice of the cancellation, the driver shall not receive additional reimbursement.
2. When a driver scheduled for an extracurricular trip cancels, the next eligible driver on the trip sheet will take the trip with no conflict to previously assigned trips.

If two or more drivers are assigned a trip and arrive at the school prior to loading, but not all buses are needed, the driver with the least accumulated hours will receive the trip.

3. All other runs will have a minimum guarantee of one (1) hour. Exception: extracurricular trips that are split trips and run on non-school days will have a guarantee of two (2) hours pay per trip.
4. If a driver who has been awarded a field trip or sporting trip is unable to take the trip, the Head Bus Driver will attempt to fill the position with other drivers who had signed up for the trip and if this fails, he/she will then revert back to the Time Accumulation Chart. If the Head Bus Driver is still unable to fill the position, it will then be considered an "emergency trip" and will be filled according to previously stated criteria. If notification of unavailability is received by the Head Bus Driver less than four (4) hours prior to the scheduled trip, it will automatically be considered an emergency trip.

K. Time will not be charged on the Time Accumulation Chart to an absent driver if, in the opinion of the Head Bus Driver, there was a valid reason for the absenteeism.

L. If a regular bus driver is given a sporting event, they must remember that their first allegiance is to the regular daily routes of the School District. In a situation where they have been assigned an extra trip, and because of an emergency they are needed on a regularly scheduled route which will interfere with the extra trip, the School District reserves the option to take them off the sporting event.

The District and the Association will form a committee to study issues related to the driving of students to sporting events. The committee shall be composed of two members selected by the President of the Transportation Employees Association of the Fairport Schools and two staff members selected by the Superintendent of Schools.

This committee shall meet initially no later than August 1 and shall submit their report to the Superintendent of Schools and the President of the Transportation Employees Association of the Fairport Schools no later than November 1. The Superintendent of Schools, or his/her designee and the President of the Transportation Employees Association of the Fairport Schools or his/her designee, shall meet no later than December 1 to discuss the committee's report.

- M. Drivers who sign up for weekend trips must work the Friday before and the Monday after the weekend of the trip. If the driver does not work the Friday before, the next eligible driver on the sign-up sheet will be assigned the trip. If a driver does not work the Monday after the weekend trip, he/she will not be eligible for a weekend trip for a period of thirty (30) calendar days (verifiable medical excuses excluded).

## SECTION VII - LEAVE OF ABSENCE

- A. Regular drivers, bus attendants and mechanics may request a leave of absence without pay or benefits for personal reasons for a period not to exceed one (1) year. Such requests will be in writing and subject to the approval of the Head Bus Driver, Director of Transportation, and the Assistant Superintendent for Human Resources.
- B. Employees on a long term leave (six to twelve months) shall notify the Human Resources Office and the Director of Transportation in writing at least six (6) weeks prior to the expiration date of the leave stating his/her intention to return to work. Employees on a short-term leave (one to six months) shall notify the Human Resources Office and the Director of Transportation in writing at least four (4) weeks prior to the expiration date of leave. Failure to notify the Human Resources Office and the Director of Transportation shall be deemed to constitute a resignation.
- C. Upon return to work at the termination of the leave, the employee will be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position. All benefits, to which an employee was entitled at the time the leave of absence commenced, will be restored upon return unless changed through subsequent negotiations. Salary increases accrued by the unit or individual employee during the time of the leave will not be applicable to an employee returning from leave. Time spent on leave shall not be credited to the employee's employment record.
- D. An unpaid leave of absence will not be granted to any driver, attendant or mechanic for the purpose of seeking other employment. Further, no driver, attendant or mechanic may work for another employer during an unpaid leave period without express written permission from the District.

## SECTION VIII - PERSONAL LEAVE

- A. Regular drivers, part-time and flexible drivers, bus attendants, part-time bus attendants, and mechanics shall receive three (3) days of personal leave with full pay. This leave is in addition to sick leave days and days allowed for a death in the immediate family. Personal leave days will be allowed at the discretion of the Director of Transportation. Except in cases of emergency, members shall notify the Director of Transportation at least three (3) days in advance of their desire to use a personal day. Personal leave days will not be cumulative from year to year, but any of the unused personal leave days shall be added to the accumulated sick leave days of the employee. Personal leave days may not be used to extend holidays, recess periods and/or vacation periods.



B. Personal leave days are to be used only for business that can not be conducted outside of the regular work day. Days may be used for the following reason:

1. required attendance at court or other legal commitments
2. graduation or other ceremonies of honor for member, spouse or child
3. observance of religious holiday
4. to accompany children in making college visitations
5. to attend parent conference or placement meeting for special services for member's own child(ren) at pre K-5 grade level
6. to assist parent or other dependent with care, legal matters, housing or other arrangements
7. to handle a home emergency such as failure of a furnace or hot water heater

C. In extenuating circumstances, additional personal leave days may be granted at the sole discretion of the administration and shall be without pay. Written requests for the additional days will be subject to the approval of the Director of Transportation, the Head Bus Driver and the Assistant Superintendent for Human Resources.

Bereavement Leave:

In case of death in the immediate family, each staff member may take up to five (5) days leave with full pay, upon notification to the Director of Transportation. Immediate family shall be defined as parent (or surrogate), brother or sister, son or daughter, grand-parent (including in-laws in each case), spouse, grand-child, or person living in the same household.

**SECTION IX - SICK LEAVE**

- A. Regular bus drivers and regular bus attendants shall receive ten (10) sick days per year with full current pay. Up to five (5) sick days per year may be used for illness of a family member who is a resident of the employees household, a member of the employee's immediate family (spouse, parent, child), or a member of the extended family (parent-in-law, sibling-in-law, grand-parent). Sick leave shall be cumulative to 180 days.
- B. Part-time employees as defined in Section III (Paragraph D) will receive five (5) sick days per year with full current pay. Up to two and one half (2 1/2) sick days per year may be used for illness of a family member who is a resident of the employees household, a member of the employee's immediate family (spouse, parent, child), or a member of the extended family (parent-in-law, sibling-in-law, grand-parent). Sick leave shall be cumulative to 100 days.
- C. Twelve-month employees shall receive twelve (12) sick days per year with full current pay. Up to six (6) sick days per year may be used for illness of a family member who is a resident of the employees household, a member of the employee's immediate family (spouse, parent, child), or a member of the extended family (parent-in-law, sibling-in-law, grand-parent). Sick leave shall be cumulative to 180 days.

- D. Sick leave must be legitimate. Doctor and dentist appointments are not considered sick leave unless occurring during a period of sick leave or during convalescence after sick leave. Any other absence will not be allowed as paid sick leave.
- E. During the first year of employment, regular ten and twelve-month employees, as defined in A and C above, will earn sick days at the rate of one (1) day per month up to the stated maximum. Employees defined in B above will earn sick days at the rate of one (1) day every two (2) months up to the stated maximum.
- F. Any employee reporting that he or she is unable to work but neglecting to report illness (if such is the case), will not receive sick pay.
- G. A physician's certificate is required as proof of any illness exceeding five (5) work days. The Director of Transportation or Assistant Superintendent for Human Resources may request that the employee provides information from their physician at any time that they deem appropriate.
- H. An employee on sick leave must notify the Transportation Department each day or make other arrangements with the immediate supervisor.
- I. Extended Sick Leave:
  - 1. Twelve-month (mechanics) shall become eligible for the following benefits after two (2) full years of service, and full-time regular bus drivers and bus attendants shall become eligible for the following benefits after four (4) years of service. In determining years of service, the anniversary (date of employment) shall be used.
  - 2. In the event of total disability, as determined by a School District physician in conjunction with the member's attending physician, the following benefits shall be provided:
    - a. For a twelve-month mechanic judged totally disabled and in the second through fourth year of service, and for a ten-month regular bus driver and bus attendant judged totally disabled and in the fourth through sixth year of service:
      - 1) Use of all accumulated sick days from the first day of total disability.
      - 2) A waiting period of thirty (30) calendar days commencing on the day immediately following the use of the last accumulated sick leave day and any holidays.
      - 3) Beginning after the waiting period described in 2) above, a stipend equivalent to fifty percent (50%) of current salary will be paid until the employee is able to return to work. Payment shall be limited to a period of six (6) months and will not be paid on non-driving days.

- b. A twelve-month mechanic judged totally disabled with four (4) or more years of service, and a ten-month regular bus driver and bus attendant judged totally disabled and with six (6) or more years of service:
- 1) Use of all accumulated sick days from first day of total disability.
  - 2) A waiting period of thirty (30) calendar days commencing on the day immediately following the use of the last accumulated sick day.
  - 3) Beginning after the waiting period described in 2) above, a stipend equivalent to fifty (50%) of current salary will be paid until the employee is able to return to work. Payment shall be limited to a period of twelve (12) months.
  - 4) At the discretion of the District, periodic examinations may be required of employees to ascertain disability. These examinations would be completed by a School District physician in consultation with the employee's attending physician.
  - 5) During the period of payment of the disability stipend, there shall be no change in the salary rate of a disabled employee, although service and retirement time shall continue to accrue. Upon return to service, the employee's salary rate shall be that received at commencement of the extended sick leave, and the employee shall be eligible for the next regularly scheduled negotiated salary increase.
  - 6) These provisions may be used by employees once in each two year period.
  - 7) Current salary as described in 2a 3) and 2b 3) above shall be determined by the current wage rate times the regular normal hours.

J. The Fairport Central School District agrees to make a good faith attempt to retain employees unable to perform their usual prior duties, due to health reasons.

K. Part time employees, as defined in Section III, Paragraph D will receive the above benefits at double the years of service of regular ten-month employees.

L. Perfect Attendance:

1. For each semester of perfect attendance, an employee in categories A-C shall receive one (1) day's pay during the following semester. Perfect attendance shall be defined as being at work every day. Staff may not utilize sick leave with the exception of serious illness in the immediate family. Staff must submit a physician's verification of the serious illness in the family. Use of personal days will disqualify an employee from a perfect attendance award.

\*NOTE: Flexible Bus Drivers are not eligible for this benefit.

2. a. For the purposes of administering this provision, the first semester for ten-month employees will be identified as September 1 through January 31 with payment made in the first February payroll. The second semester for ten-month employees will be identified as February 1 through June 30 with payment made in the first July payroll.
- b. For the purposes of administering this provision, the first semester for twelve-month employees will be identified as July 1 through December 31 with payment made in the first January payroll. The second semester for twelve-month employees will be identified as January 1 through June 30 with payment made in the first July payroll.

## SECTION X - MATERNITY LEAVE

- A. A unit member requesting a maternity leave shall give four (4) months notice, if possible, before the requested leave is to begin.
- B. The unit member may elect to utilize available unused sick leave during the period of medical disability.
- C. All leave and benefit provisions of this contract will be counted toward the care and benefit provisions for the Family and Medical Leave Act of 1993, where applicable. Family and Medical Leave Act leaves and benefits will be applied if the contractual leave and benefits to the members provide less than provided under the Family and Medical Leave Act.

## SECTION XI - JURY DUTY / MILITARY LEAVE

- A. Jury Duty - A staff member shall not suffer loss of pay, vacation or personal leave benefits for those days needed to fulfill jury duty obligations.

If a unit member is released from jury duty by 11:00 am, he/she will be expected to return to work by 1:00 pm.

Unit members must notify their supervisors no later than the first scheduled workday following receipt of notice of selection for jury duty.

Unit members may not be required to work more than a total of twelve (12) hours in a given 24-hour period, including jury duty time.

In order to be eligible for salary while serving jury duty, unit members must furnish a written statement from the appropriate public officials showing the date and time of such service.

- B. Military Leave - Military leave will be granted in accordance with applicable laws.

## SECTION XII - INSURANCE COVERAGE

- A. Eligibility – All mechanics, full-time regular drivers and bus attendants shall be eligible for health insurance from date of hire. Should a regular driver or bus attendant become a part-time driver or attendant, no portion of his or her health insurance coverage will be paid for by the District. A part-time driver or attendant would have the option of continuing in the health insurance plan provided they pay 100% of the premium costs. Any member of this unit already on a part-time basis and currently receiving health insurance coverage as of July 1, 2001, will be allowed to continue coverage at the cost outlined below.
- B. The District will provide the BluePoint 2 Select, or a substantially equivalent plan, as the base plan for all eligible members of the unit. Beginning January 1, 2007, the District will pay 85% of the premium costs for this plan for each member electing coverage. Members may elect a different plan offered by the district by paying the difference in premium costs.

In 2009-10 members choosing BluePoint 2 Value or a substantially equivalent plan, will have the equivalent of 85% of Select to apply to the Value premium but will pay no more than 5% of the Value premium cost.

In 2010-11 members choosing BluePoint 2 Value or a substantially equivalent plan, will have the equivalent of 85% of Select to apply to the Value premium but will pay no more than 8% of the Value premium cost.

In 2011-12 members choosing BluePoint 2 Value or a substantially equivalent plan, will have the equivalent of 85% of Select to apply to the Value premium and will pay the difference of the cost.

- C. The District shall provide to all eligible members the BlueCross/BlueShield Smile Saver Dental Plan or a substantially equivalent plan. The District will pay 85% of the total premium costs for this plan. Any full-time (regular) employee changing to part-time will no longer be able to carry dental insurance with the District.
- D. Health Insurance Opt-Out:
1. Full time unit members not electing to participate in the District's health insurance program, on a school year basis (July 1 - June 30), due to coverage elsewhere, will be eligible for a \$750 Opt-Out payment for each school year they decline such coverage.
  2. Unit members shall inform the District of their intention not to participate in the District's health insurance plan by June 1<sup>st</sup> annually. Newly hired unit members will be given this opportunity at the time of hire.
  3. If during the school year, an employee has a qualifying event which requires them to access health insurance through the district, the employee will be allowed to enroll in accordance with the rules and regulations of the insurance provider. The employee's Opt-Out payment will be pro-rated at that time. The employee will not be eligible to go back to an Opt-Out payment for the remainder of that school year.

4. Members must provide proof of other health insurance to be eligible for the Opt-Out payment.
- E. The District will provide to all eligible employees, a \$20,000 group term life insurance policy with the District paying 50% of the cost and the participating member paying 50% of the cost.

Should a full-time bus driver or bus attendant become a part-time bus driver or bus attendant with less than 20 hours per week, he/she shall no longer be eligible for the term life insurance policy. Should he/she be reinstated to a regular bus driver's position with the Fairport Schools, he/she at that point in time shall become eligible for the term life insurance.

Members have the option of purchasing additional voluntary life insurance as offered by the District.

Effective July 1, 1991, each married employee whose spouse is also employed by the District shall be entitled to benefits under only one dental and health insurance contract.

If any additional insurance benefits are provided to any other classified unit of this District during the life of this Agreement, the same benefit will be provided for members of this Unit.

- F. Survivor Benefit - In the event that an Association member dies in service, the District will provide health and dental insurance to the surviving spouse and dependent children for up to one calendar year after the death of the member. This benefit is only available to Association members who have completed at least five years of full-time equivalent service in Fairport.

### SECTION XIII – HEALTH INSURANCE IN RETIREMENT

Any Association member hired prior to July 1, 2001, who subsequently retires into the New York State Employees Retirement System or employees who are not members of the NYS Employees Retirement System but are eligible to retire based upon minimum age and service requirements, and who qualify for health insurance in retirement by completing a minimum of 15 years of continuous full-time employment\*, will receive the same percent contribution of the BluePoint 2 Select (or equivalent plan) toward their premium costs that active members receive in any given year. *EXAMPLE:* This means that retirees would pay 15% of premiums if active members pay 15% of premiums and the percent would increase if active members paid a higher percent. All district contributions are based on the BluePoint 2 Select premiums.

\*NOTE: In determining the 15 years of full-time continuous employment, the District will calculate 15 years from the original date of employment unless the employee has resigned or retired from the District and subsequently returned to employment. In such cases of re-employment, the most recent date of hire shall be used in determining 15 years of full-time continuous employment.

The District will contribute 50% of the premium costs for the base plan in effect each year for any bargaining unit member hired effective July 1, 2001 or later, who subsequently retires from the District and qualifies for health insurance in retirement.

Any member who retires during the term of this agreement and who was eligible for health insurance at the time of retirement will be eligible for health insurance at the same rate of contribution as active members.

A retiree's coverage will be changed to the 65+ (or other equivalent) plan when he/she is eligible for such plan in conjunction with the availability of Medicare benefits. The District's and retiree's cost of such coverage shall be in the same proportion as immediately preceded this change in coverage.

The above provisions shall apply to spouses of deceased retired employees who have met these criteria. Excluded from coverage are "new spouses", and his/her children, and non-dependent children of the spouses of deceased retired employees. The cost to the spouse of the deceased employee will be determined based on applicable coverage at the date of death.

Portability:

If a retired member who is eligible for the District health insurance benefit is not able to receive the benefit because the member has permanently moved away from the coverage area, the District will provide a "portability benefit." This benefit will be reimbursement to the retired member for premiums paid to obtain health insurance.

The benefit will not exceed the lesser of (a) the actual cost of the retired member's health insurance or (b) the District payment that the member would be eligible for if still residing in the District coverage area. The District will require proof of coverage and payment as a condition of providing this benefit to a retired member. The district will pay this benefit upon the submission of bills, including proof of insurance. For the purpose of reimbursement, the retiree must submit such documentation no later than sixty (60) days following the date of payment due.

**SECTION XIV - NEW YORK STATE EMPLOYEE'S RETIREMENT SYSTEM**

- A. Employee's are eligible to enroll in the appropriate plan of the New York State Employee's Retirement System.
- B. Death Benefit Plan - In the event that an employee dies while in service, the beneficiary will receive death benefits, if any, as provided by the New York State Employee's Retirement System.
- C. All members who retire from service with the Fairport Central School District into the new York State Employees Retirement System or employees who are not members of the NYS Employees Retirement System but are eligible to retire based upon minimum age and service requirements, and who have a minimum of eight (8) years service in the District, shall be entitled to a retirement increment based on accumulated sick days up to a

maximum of ninety-five (95) days during the term of this Agreement. Said increments shall be paid in equal installments during the last full year of employment. The retirement increment shall be based on the number of accumulated sick days (maximum as stated above), times the daily rate of pay of the year of notification. Such sick days will then be subtracted from the accumulated number.

Employees wishing to take advantage of this increment will notify the Human Resources Office by January 1 of their final year of service. In no event shall notification of less than ninety (90) calendar days be permitted. Failure to provide such notification will preclude employees from receiving the retirement increment.

- D. Should death of the employee occur during the year in which the retirement increment is being paid, such increment will be paid to the employee's beneficiary or estate.

**SECTION XV - VACATION**

- A. All twelve-month employees shall receive paid vacation time according to the following schedule:

Completion of	one year	ten	working days
"	two years	eleven	"
"	three years	twelve	"
"	four years	twelve	"
"	five years	thirteen	"
"	six years	fourteen	"
"	seven years	fifteen	"
"	eight years	sixteen	"
"	nine years	seventeen	"
"	ten years	eighteen	"
"	twelve years	nineteen	"
"	fifteen years	twenty	"
"	eighteen years	twenty-one	"
"	twenty years	twenty-two	"
"	twenty-two years	twenty-three	"

- B. Less than one year of service will be prorated according to the schedule below:

Completion of	three months	one	working day
"	four months	two	"
"	five months	three	"
"	six months	four	"
"	seven months	five	"
"	eight months	six	"
"	nine months	seven	"
"	ten months	eight	"
"	eleven months	nine	"
"	twelve months	ten	"

The first full year of credit will begin July 1st.



- C. Twelve-month employees may carry over up to five (5) days of earned vacation to the following school year. Requests for such carry over must be made by June 1 of the previous school year, and must be approved by the immediate supervisor or designee.
- D. After completion of twenty-two (22) years of service, all twelve month employees shall receive twenty-three (23) days of paid vacation time.

#### SECTION XVI - HOLIDAYS

- A. Regular bus drivers and bus attendants shall receive eight (8) paid holidays (prorated should a member not work a full school year.) A calendar of holidays will be developed and shared with members each year in conjunction with the adopted school calendar.
- B. Twelve-month employees (mechanics) shall receive fifteen (15) paid holidays in accordance with the annually adopted school calendar.
- C. Employees must work the day preceding or the day following any holiday in order to receive holiday pay unless specifically excused by the Director of Transportation.

#### SECTION XVII - MISCELLANEOUS PROVISIONS

- A. All drivers' regular daily hours will be figured twice a year, approximately October 1st and updated January 1st. Highest evaluated hours will prevail. (Exception: change buses, return after an extended leave, has his/her regular hours changed). These hours will be used when paying drivers for legal excused time. Such hours shall be submitted to the Payroll Department for audit purposes.
- B. Snow Days - Ten-month regular drivers will be paid on "declared" snow days for their regular hours on scheduled runs, including activity runs. Pay will be figured at a driver's current hourly rate using the current average hours the driver normally drives a day.
- C. Snow Days - All twelve-month employees will be paid on "declared" snow days for their regular hours. Pay will be figured at their current hourly rate. At the discretion of management, if personnel are needed to report to work on a declared snow day, they will do so if at all possible. Those employees working on a snow day may take equivalent compensatory time on any day school is not in session during the remainder of the school year with approval of the Director of Transportation.
- D. On any day that early dismissal is declared for any reason, a driver reporting for work who fails to complete his regular scheduled hours, will be compensated for the difference between hours actually worked and their regular hours for that day.
- E. Call-In Time - If a mechanic is called to work at any time other than his/her regular working hours, he/she will be guaranteed no less than two (2) hours pay additional for that day.

- F. Tool & Footwear Allowance - The District will provide each mechanic with an annual tool and footwear allowance of \$500.00. Tools must be purchased utilizing a District purchase order which has been approved by the immediate supervisor. The use of the voucher will be with the agreement of the immediate supervisor and the mechanic. The footwear allowance must be used to purchase safety shoes and/or other appropriate footwear items. Safety shoes must be worn at all times.
- G. A shower is to be maintained in the Men's Room in the garage for the safety of all employees. When an emergency occurs (such as splashing of battery acid, drenching with gasoline, etc.) on the premises, this facility will be available to all employees.
- H. Each mechanic will be issued winter clothing (either a jacket or bib pants) which will be worn only at work by employees. Such clothing will be replaced as necessary at the discretion of the Director of Transportation.

Each mechanic will be issued eleven (11) uniforms annually which shall be maintained by the Fairport Central School District.

- I. The exterior of all buses will be washed on a weekly basis, weather permitting. If necessary, additional drivers will be trained to use the automatic bus washer.

The interior of all buses will be washed during the following vacation periods: Summer and Spring Recess - weather permitting.

- J.
  1. The District reserves the right to contract for any service when such action is in the best interest of the District. If such contracting should result in the elimination of positions held by members of the Unit with five (5) or more years of service to the District, the District will make every reasonable effort to have the contractor employ such members in transportation positions. Further, the District will make every reasonable effort to place such members into any vacancies which exist or which may exist in the reasonable foreseeable future for which such member (s) is qualified if they are not employed by the contractor.
  2. As soon as it is reasonably known that the District intends to consider a recommendation to contract services which could result in the elimination of positions within the Unit, but in any event at least forty-five (45) working days prior to such decision, the Superintendent or designee(s) will meet with the Association representatives to discuss the implementation of this article.

- K. The District will provide daily cleaning of restroom facilities and break rooms in the Transportation Department.

- L. No staff member shall use tobacco products on school property or school grounds.

- M. The District will reimburse bus drivers and mechanics for the cost of the renewal of their Commercial Driver's License (CDL). Such reimbursement shall be made upon the employee submitting proof of renewal of their Commercial Driver's License and shall be based on the cost difference between a standard New York State drivers' license and the cost of the required CDL.

- N. Golf coaches, who have completed all training and testing requirements for driving and hold a valid CDL class B license with proper endorsements, will be allowed to drive Sports Run for their golf teams only. These requirements may be reviewed by the President of the FTA Association (or designee) per their request.
- O. Sports Run drivers will not be assigned a permanent Kindergarten Run.

## SECTION XVIII - GRIEVANCE PROCEDURE

### GENERAL

It is the intent of this Article to provide an expeditious procedure for the processing and settlement of all grievances of employees of the FAIRPORT TRANSPORTATION ASSOCIATION and the District. This procedure is intended to secure an equitable solution to alleged grievances, free from coercion, interference, restraint, discrimination, or fear of reprisal.

### PROCEDURAL SUPPLEMENTS:

- A. Definitions:
  - 1. Grievance as used in this Agreement shall mean any alleged violation, misinterpretation or inequitable application of the terms or provisions of the Agreement.
  - 2. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
  - 3. Party of Interest shall mean any party named or unnamed in the grievance who is not the aggrieved party.
  - 4. Association shall mean the FAIRPORT TRANSPORTATION ASSOCIATION.
  - 5. Supervisor shall mean Head Bus Driver, Head Mechanic, Director of Transportation, Safety Coordinator, Superintendent of Schools.
- B. Nothing contained herein shall limit the right of any Association member having a concern to discuss the matter informally with any appropriate supervisor.
- C. A grievance must be filed within twenty-five (25) working days of the incident which gave rise to the alleged grievance.
- D. The aggrieved party may be accompanied at all steps of the procedure by a grievance committee representative.
- E. When a grievance affects several employees, and thereby becomes a class grievance, said grievance may be submitted to the Director of Transportation at Step I by the Association.

- F. Time limits set forth in the Grievance Procedure can be changed only upon consent of both parties.
- G. When a decision at one step is not appealed to the next step of the procedure within the specified time limit, the grievance shall be considered terminated at that step.
- H. Failure to communicate a decision to the aggrieved party within the specified time limit shall permit the appeal to proceed to the next step of the Grievance Procedure.

#### STEP I

- Stage 1 - An employee having a grievance will discuss said grievance with the supervisor along with a representative, with the objective of resolving the matter informally. The supervisor, after investigating the facts related to the grievance, shall render his/her decision orally by the end of the fifth (5) work day following the day the grievance was submitted.
- Stage 2 - When the grievance is not resolved informally, said grievance shall be reduced to writing and presented to the supervisor within five (5) work days from the date of the supervisor's oral decision in Stage I. Such written grievance shall set forth the alleged facts on which the grievance is based, the specific provision(s) of this contract involved, the date the violation occurred and the remedy sought. The grievance must be signed by the aggrieved party. The supervisor shall render a written decision and present said decision to the employee by no later than the end of 5<sup>th</sup> work day following the filing of the grievance.

#### STEP II

- A. If the aggrieved party is satisfied with the written answer provided in Step I, the grievance will be considered settled.
- B. If the aggrieved party is not satisfied with the decision at Step I, he/she, within five (5) work days of the date such written decision was received, may file a written appeal to the Superintendent of Schools or designee.
- C. Within five (5) work days of the date such appeal was received by the Superintendent of Schools or designee, he/she shall conduct a hearing with the aggrieved party, an association representative and the Director of Transportation.
- C. By the end of the fifth (5) work day following the day of the hearing, the Superintendent of Schools, or designee, will render a decision in writing, and present said decision to the aggrieved party and other parties of interest.

#### STEP III

- A. If the aggrieved party is satisfied with the decision at Step II, the grievance will be considered settled.
- B. If the matter is still unresolved, the Association may submit the grievance to arbitration by serving written notice to the Superintendent of Schools or designee within five (5) work

days. The District and the Association will be bound by the rules and procedures of the New York State Public Employment Relations Board. The costs and expenses for the services of the arbitrator shall be borne equally by the District and the Association. The decision of the arbitrator shall be binding.

## **SECTION XIX - DRUG AND ALCOHOL TESTING**

Effective January 1, 1995, the Fairport Central School District is required by law to conduct drug and alcohol testing of its driving personnel. Such testing is required in the following situations:

- before any new employee is hired
- following certain accidents
- for reasonable suspicion of on-duty drug or alcohol use
- return to duty testing for someone previously testing positive for a drug/alcohol offense
- random testing of covered employees

The most viable component of this process will be the random testing program. The District will administer random drug and alcohol tests annually to its driving personnel in accordance with current Federal regulations. Names will be drawn randomly by a computer each month. Those selected will be notified to report that day to a local testing center to take the mandatory tests. Employees will be paid for the time involved in this testing including the time spent traveling to and from the test site.

The following is an outline of the Fairport Central School District Policy detailing specific information including:

- consequences for employees who violate the regulations including refusal to submit to testing and positive testing results.
- detailed specific information about safety-sensitive duties and the period of the workday that employees must comply with regulations.

## **FAIRPORT CENTRAL SCHOOL DISTRICT OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991 PROGRAM**

The Federal Omnibus Transportation Employee Test Act of 1991, which became effective on January 1, 1995, requires every employer, including the Fairport Central School District, to conduct pre-employment/pre-duty, reasonable suspicion, random and post-accident alcohol and controlled substances testing on each applicant for employment or employee who is required to obtain a Commercial Drivers' License (CDL).

The District is also required to impose penalties on those employees whose test results confirm prohibited alcohol concentration levels or the presence of a controlled substance, as well as to provide alcohol and controlled substance misuse information for employees; supervisor training and referral of employees to employee assistance programs.

## I. ALCOHOL TESTING

### A. Alcohol misuse by covered employees is prohibited as follows:

1. Use of alcohol on the job.
2. Use of alcohol during the four (4) hours before performance of a safety sensitive function.
3. Having prohibited concentration of alcohol in his/her system while performing safety sensitive functions (i.e. driving).
4. Exhibiting behavior and/or appearance characteristics of alcohol misuse or an adverse effect on the employee's ability to perform due to alcohol misuse while performing safety sensitive functions.
5. Use of alcohol for eight (8) hours following an accident.
6. Possessing any amount of alcohol (including alcohol found in medication, food, or other alcohol-containing products) while on duty or operating a commercial motor vehicle, unless the alcohol is manifested and transported as part of a shipment.

### B. The District will be conducting the following testing through a local testing center:

1. **Pre-Employment** - Candidates for positions requiring a CDL will be tested prior to employment.
2. **Random** - a Computer Run Lottery System - Twenty-five percent (25%) of covered employees will be tested annually. All employees will have an equal chance of being selected. The testing will take place as soon as possible after the employee's selection. An employee may be tested more than once.
3. **Post-Accident** - Testing will be required of drivers involved in accidents if (a) there is a fatality; (b) one or more persons require medication treatment away from the scene; (c) one of the vehicles must be towed from the scene; or (d) the driver receives a citation arising from the accident.
4. **Return to Duty/Follow-Up** - Required of employees previously testing positive and having successfully completed a rehabilitation program. Such employees are subject to a minimum of six (6) unannounced alcohol tests over the twelve (12) months following return to duty.
5. **Reasonable Suspicion** - Based upon specific, contemporaneous, articulable observations by the employee's supervisor, i.e. appearance,

behavior, speech, or body odors of the employee which may indicate use of alcohol.

**C. Penalties:**

- Employees with a blood-alcohol content from 0.02 to 0.039 are to be suspended without pay for a minimum of two (2) school days. The employee shall be prohibited to return to work until a return to duty alcohol test with a result less than 0.02 has been returned. If the result of the return to duty alcohol test is positive, the employee will be discharged immediately.
- Any employee who has been tested to have a blood alcohol level of 0.04 or above shall be suspended without pay (employee can not use sick, personal or vacation time). The employee can not return to duty until he/she has submitted a receipt of certification by a certified Substance Abuse Professional of successful completion of a rehabilitation program, has taken a return to duty alcohol test with a result of less than 0.02, and the District has determined that all conditions have been met. The S.A.P. must be a licensed physician (MD, DO), a licensed or nationally certified addiction counselor, or psychologist and must have knowledge of and extensive clinical experience in diagnosis and treatment of alcoholism and drug-dependency. An Employee Assistance Program counselor, whether in-house or whose services are contracted by the employer, must have a professional license ~~to~~. The District is not required to pay for rehabilitation services. The employee may also be subject to other penalties consistent with his/her collective bargaining agreement and New York State Law.
- If the employee refuses to participate in a rehabilitation program, he/she will be immediately discharged.
- If the return to duty alcohol test proves to be positive, he/she will be immediately discharged.
- Any employee refusing to be tested for alcohol content will be immediately discharged.
- Any employee testing positive a second time throughout their employment will be immediately discharged.

<b>II. CONTROLLED SUBSTANCE TESTING</b>
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**A. Controlled Substances:**

No covered employee may report for duty or remain on duty requiring the performance of a safety-sensitive function when the employee uses any controlled substance, except where prescribed by his/her physician who has advised the employee in writing, that use of the controlled substance will not adversely affect his/her ability to safely operate a commercial motor vehicle. Employee using a therapeutic drug must notify and inform the District in writing regarding the use of such drug.

**B. The District will be conducting the following testing through a local testing center:**

1. **Pre-Employment** - Candidates for positions requiring a CDL will have to be tested prior to employment.
2. **Random** - a Computer Run Lottery System - Fifty percent (50%) of covered employees will be tested annually. All employees will have an equal chance of being selected. The testing will take place as soon as possible after the employee's selection. An employee may be tested more than once.
3. **Post-Accident** - Testing will be required of drivers involved in accidents if (a) there is a fatality; (b) one or more persons require medical treatment away from the scene; (c) one of the vehicles must be towed from the scene; or (d) the driver receives a citation arising from the accident.
4. **Reasonable Suspicion** - Based upon specific, contemporaneous, articulable observations by the employee's supervisor, i.e. appearance, behavior, speech, or body odors of the employee.
5. **Return to Duty** - Prior to returning to a safety-sensitive function, a covered employee must receive a test with a result indicating a verified negative result for controlled substance abuse.
6. **Follow-Up** - Following return to duty by a covered employee identified by a Substance Abuse Professional as needing assistance in resolving problems with controlled substances, the employee shall be subject to unannounced controlled substance tests over the first twelve (12) months following return to duty.

**C. Penalties:**

- Any covered employee who has a positive drug test result shall be suspended without pay (employee can not use sick, personal or vacation time).
- Employee shall be prohibited from returning to a safety-sensitive duty until he/she has been evaluated by a Substance Abuse Professional, has complied with the recommended rehabilitation program, has a negative result on a return to duty drug test and the District has determined that all conditions have been met. The S.A.P. must be a licensed physician (MD, DO), a licensed or nationally certified addiction counselor, or psychologist and must have knowledge of and extensive clinical experience in diagnosis and treatment of alcoholism and drug-dependency. An Employee Assistance Program counselor, whether in-house or whose services are contracted by the employer, must have a professional license. The District is not required to pay for rehabilitation services. The employee may also be subject to other penalties consistent with his/her collective bargaining agreement and New York State Law.



- If the employee refuses to participate in a rehabilitation program, he/she will be immediately discharged.
- If the return to duty drug test proves to be positive, he/she will be immediately discharged.
- Any employee refusing drug testing will be immediately discharged.
- Any employee testing positive a second time throughout their employment will be immediately discharged.

**III. CONFIDENTIALITY**

All drug and alcohol testing results and records are confidential, except to the employer, drug testing laboratory and medical review officer.

**SECTION XX - AFFIRMATION**

The FAIRPORT TRANSPORTATION ASSOCIATION affirms that the Association does not assert the right to strike, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such strike.

**SECTION XXI - MANAGEMENT RIGHTS**

The district retains the right to manage the District's business and services, and to direct the working force including, but not limited to, the right to discipline, suspend and discharge employees for cause as stated in Section 75 of the Civil Service Laws; to hire, assign, transfer, promote, and determine the qualifications of employees, to eliminate positions, to determine the starting and ending times of the work day, and to contract such services as may be necessary from time to time, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

**SECTION XXII - ASSOCIATION RIGHTS**

A. Dues Deduction - The District agrees to deduct membership dues to the Transportation Employees Association of the Fairport Schools from the wages of such employees who have authorized the District to deduct the same. Authorization for said deductions shall be in writing, signed by the employee on a mutually acceptable form.

Dues -

1. It is understood and agreed that the annual dues for this contract will be in

accordance with FTA Constitution and By-Laws. All dues will be deducted in the last paycheck in October and first paycheck in November (with a minimum of \$2.50 per paycheck withheld).

2. No later than three weeks prior to the last scheduled paycheck in October, the Association shall provide the District with a list of new Unit members for whom dues should be deducted, and the original signed dues authorization forms for such employees who have voluntarily authorized the District to deduct dues.

The District, following each payroll, shall furnish the Association with a list containing member's names and amount deducted from each respective paycheck. This may be done by the District Payroll Department or by the financial institution handling the Association's account.

The Association will indemnify and save harmless the District from any and all claims and disputes by reason of its acting to satisfy provision of this Article.

- B. Parties to the Agreement recognize that on certain occasions, it may be necessary for duly authorized representatives of the Association to perform duties related to the Association which can only be performed during working hours.

The president of the Association may request, and with the approval of the immediate supervisor and the Superintendent of Schools, or designee, and if operating requirements permit, to be provided with released time without the loss of pay. A decision of the Superintendent of Schools is final and is not grievable.

- C. The Association shall have the right to use the bulletin board located within the Department of Transportation. The Association shall be permitted the reasonable use of building facilities for the purpose of meetings to conduct Association business.
- E. The District and the Association shall each comply with all reasonable requests by the other for information, statistics and records which may be necessary to the planning of the Association programs and policies, and the process of the grievances and negotiations.
- F. The District will reimburse unit members for replacing or repairing dentures, eye glasses or hearing aids not covered by Workmen's Compensation, which are damaged or destroyed during the course of employment with the District, providing that the staff member has not been personally negligent with reference to the incident. Such reimbursement is also contingent upon the staff member reporting the incident to his/her immediate supervisor and/or safety director no more than 36 hours after the occurrence of the incident.

#### **SECTION XXIII - STATUTORY NOTICE**

It is agreed by and between the parties that any provision of the agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

#### SECTION XXIV - SAVINGS CLAUSE

This Agreement and all provisions therein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such law, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

#### SECTION XXV - DURATION

The provisions of this Agreement shall become effective upon July 1, 2009, and shall continue in full force and effect until June 30, 2012. The parties hereto agree that all negotiable items have been discussed during negotiations leading to this Agreement. Therefore, except by mutual agreement, negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

#### SECTION XXVI - NEGOTIATION

In the final year of the Agreement between Association and the District, written request by either party for the purpose of negotiating a successor Agreement shall be made on or before the first day of January that school is in session.

The initial meeting shall be held no later than January 31. At the initial meeting, each party shall submit to the other all of the proposals to be considered for a successor Agreement and dates for future negotiations will be made and mutually agreed upon.

#### SECTION XXVII - LABOR/MANAGEMENT CONFERENCES

Conferences between representatives of the Association and the District on important matters, which include the discussion of procedures for avoiding grievances, discussing mutual problems and methods of improving the relationship between the parties, shall be held upon the written request of either party. Arrangements for such meetings shall be held at reasonable hours and date(s) agreed upon by both parties. Unit members acting on behalf of the Association shall not suffer any loss of time and/or compensation should such meetings fall within employee's regular working hours.

APPROVAL BY NEGOTIATING TEAM COMMITTEE

The Chairperson of the Superintendent's negotiating team and the Chairperson of the Association's negotiating team have read the provisions of each section of the Agreement and approve the same.

FAIRPORT TRANSPORTATION ASSOCIATION

BY [Signature] DATED 9-29-09  
Jeff Carleton  
Chairperson Of Negotiating Team

FAIRPORT TRANSPORTATION ASSOCIATION

BY [Signature] DATED 9-29-09  
Bill Ramsey  
Co-Chairperson of Negotiating Team

BY [Signature] DATED 9/29/09  
Bill Gage  
President, Fairport Transportation Association

FAIRPORT CENTRAL SCHOOL DISTRICT

BY [Signature] DATED 9/29/09  
Superintendent of Schools  
Jon G. Hunter

FAIRPORT CENTRAL SCHOOL DISTRICT

BY [Signature] DATED 9/29/09  
Assistant Superintendent for Human Resources  
Barbara J. Gregory

FAIRPORT CENTRAL SCHOOL DISTRICT

BY [Signature] DATED 9/29/09  
Assistant Superintendent for Business  
Scott R. Covell

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29<sup>th</sup> day of September 2009

Employee

Evaluator

Date

**BUS DRIVER EVALUATION AND JOB PERFORMANCE RATING SCALE**

**EVALUATION CRITERIA**

- A. Punctuality (Tardiness) - Promptness in reporting and beginning assignments
- B. Safety - Demonstrates safe practices and strongly encourages safe student behavior
- C. Operating Skill - Practices good vehicle operation and avoids abuse of equipment
- D. Equipment Utilization - Makes appropriate pre-trip inspections and reports necessary mechanical/operational problems
- E. Cooperativeness - Willingly accepts assignments as directed
- F. Tact - Uses self-control in dealing with students, peers and subordinates
- G. Dependability - Carries out instructions and fulfills responsibilities
- H. Judgment - Decisions and actions are based on sound reasoning
- I. Conduct - Follows District and State rules and policies
- J. Driving Record - Success with safety and defensive driving

Signatures and optional comments on reverse side

**FAIRPORT CENTRAL SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT - BUS DRIVER**

Comments (Evaluator)

\_\_\_\_\_  
Evaluator's Signature                      Date

Comments (Employee)

\_\_\_\_\_  
Employee's Signature                      Date

Appeal:

I disagree with my evaluation and ask that it be reviewed by the Assistant Superintendent for Business.

\_\_\_\_\_  
Employee's Signature                      Date

Copies: Director of Transportation  
Human Resources Office  
Employee

FAIRPORT CENTRAL SCHOOL DISTRICT

TRANSPORTATION DEPARTMENT

Employee

Evaluator

Date

MECHANIC EVALUATION AND JOB PERFORMANCE RATING SCALE

EVALUATION CRITERIA

- A. Punctuality (Tardiness) - Promptness in reporting and beginning assignments
- B. Use of Time - Effectively deploys himself/herself during work period
- C. Safety and Conduct - Demonstrates safe practices in the work place
- D. Housekeeping - Works neatly and keeps work area orderly
- E. Cooperativeness - Willingly accepts assignments as directed
- F. Extra Effort - Willingly accepts assignments as directed
- G. Job Knowledge - Demonstrates personal skills and technical knowledge
- H. Dependability - Carries our instructions and fulfills responsibilities
- I. Thoroughness - Follows assignments through to completion
- J. Conduct - Follows District rules and policies

Signatures and optional comments on reverse side

**FAIRPORT CENTRAL SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT - BUS MECHANIC**

Comments (Evaluator)

\_\_\_\_\_  
Evaluator's Signature                      Date

Comments (Employee)

\_\_\_\_\_  
Employee's Signature                      Date

Appeal:

I disagree with my evaluation and ask that it be reviewed by the Assistant Superintendent for Business.

\_\_\_\_\_  
Employee's Signature                      Date

Copies: Director of Transportation  
Human Resources Office  
Employee



FAIRPORT CENTRAL SCHOOL DISTRICT

TRANSPORTATION DEPARTMENT

Employee

Evaluator

Date

**BUS ATTENDANT EVALUATION AND JOB PERFORMANCE RATING SCALE**

**EVALUATION CRITERIA**

- A. Punctuality (Tardiness) - Promptness in reporting and beginning assignments
- B. Safety - Demonstrates safe practices and strongly encourages safe student behavior
- C. Equipment Utilization - Makes appropriate pre-trip inspections and reports necessary mechanical/operational problems
- D. Cooperativeness - Willingly accepts assignments as directed
- E. Tact - Uses self-control in dealing with students, peers and subordinates
- F. Dependability - Carries out instructions and fulfills responsibilities
- G. Judgment - Decisions and actions are based on sound reasoning
- H. Conduct - Follows District and State rules and policies

Signatures and optional comments on reverse side

FAIRPORT CENTRAL SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT - BUS ATTENDANT

Comments (Evaluator)

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

Comments (Employee)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Appeal:

I disagree with my evaluation and ask that it be reviewed by the Assistant Superintendent for Business.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Copies: Director of Transportation  
Human Resources Office  
Employee

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