



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Canandaigua City School District and Canandaigua Bus Drivers Association (2006)**

Employer Name: **Canandaigua City School District**

Union: **Canandaigua Bus Drivers Association**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **8214**

Unit Size: **55**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Bus/ 8214

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
NOV 24 2006
COUNSEL

AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS OF THE
CANANDAIGUA CITY SCHOOL DISTRICT

and

THE CANANDAIGUA CITY SCHOOL DISTRICT BUS DRIVERS

JULY 1, 2006 - JUNE 30, 2009

Table of Contents

PREAMBLE.....1

I. DURATION.....1

II. RECOGNITION.....1

III. DEFINITIONS.....1

IV. NON-DISCRIMINATION.....1

V. DUES DEDUCTION.....1

VI. ASSIGNMENT OF ROUTES.....2

VII. FIELD TRIPS.....2

VIII. PAID LEAVES OF ABSENCE.....4

IX. SICK LEAVE RESERVE.....5

X. LEAVE OF ABSENCE.....6

XI. CHILD CARE LEAVE.....7

XII. JURY DUTY.....7

XIII. SAVINGS CLAUSE.....7

XIV. PAID HOLIDAYS.....8

XV. SENIORITY.....8

XVI. COMPENSATION.....9

XVII. HEALTH INSURANCE.....11

XVIII. EMERGENCY CALL-IN PAY.....13

XIX. ATTENDANCE REPORTING.....13

XX. LABOR MANAGEMENT COMMITTEE.....13

XXI. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM.....13

XXII. SCHOOL CANCELLATION.....13

XXIII. APPEARANCE AND ATTIRE.....13

XXIV. SAFETY13
XXV. GRIEVANCE PROCEDURE.....14
XXVI. DISCIPLINE AND DISCHARGE.....16
XXVII. CANANDAIGUA HEALTH REIMBURSEMENT FUND17

PREAMBLE

THIS AGREEMENT is made by and between the SUPERINTENDENT OF SCHOOLS OF THE CANANDAIGUA CITY SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and the CANANDAIGUA BUS DRIVERS ASSOCIATION, hereinafter referred to as the ASSOCIATION.

I. DURATION

This Agreement shall be effective as of July 1, 2006 and shall continue in full force and effect through June 30, 2009.

II. RECOGNITION

- A. The Canandaigua City School District hereby recognizes the Canandaigua Bus Drivers Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed by the District as defined in subparagraph B hereof.
- B. The Bargaining Unit is defined as all school bus drivers and non-route drivers. The unit does not represent the Head Bus Driver/Trainer, or the Transportation Supervisor. Non-Route Drivers shall be defined as any driver who is available to work at least 4 out of 5 working days per week. Once a non-route driver has attained that status, it shall continue in place unless the non-route driver has three consecutive months during which he/she is available to work less than 4 days per week (excluding summer months). Non-route drivers must serve at least three months before becoming part of the unit.

III. DEFINITIONS

- A. A bus driver who is assigned at least four regular runs per day or serves at least 4 hours per day is classified as a full-route driver. A driver assigned less than four (4) regular runs or less than four (4) hours per day is a partial-route driver.
- B. Unit member refers to full-route drivers, partial-route drivers and qualifying non-route drivers.

IV. NON-DISCRIMINATION

The parties will not discriminate against any employee in accordance with all applicable law. Disputes involving alleged discrimination may be processed through the appropriate State or Federal enforcement agencies.

V. DUES DEDUCTION

- A. Upon the written authorization of a unit member, the District will deduct Association dues, if any, on a ten (10) installment basis beginning with the first pay period in October and pay the monies thus deducted over to the Secretary-Treasurer of the Association.

- B. If a unit member revokes the dues deduction authorization, that revocation shall be effective at the end of the month in which the revocation is received by the District. A unit member who has revoked dues deduction authorization may not again authorize dues deduction until the following September.
- C. The Association shall hold the District, all District employees and the Board of Education, and its members, harmless from any and all liability that may arise from the implementation of this dues deduction procedure.
- D. Agreement to have dues deducted is strictly voluntary with the unit member and is not required as a condition of continued employment by the District. However, such non-members shall pay the equivalent of dues in the form of an agency fee as per applicable by State Law.

VI. ASSIGNMENT OF ROUTES

- A. The assignment of routes is the District's sole responsibility. However, the District will make route assignments according to seniority whenever possible.
- B. Drivers will be provided with a route preference sheet prior to the end of the school year at which time all drivers will indicate their preference for route assignment for the upcoming school year. Assignment of runs will be completed and drivers notified by the end of the school year. Any run that becomes vacant during the school year will be posted for 5 (five) consecutive school days and filled by the District, taking into consideration seniority whenever possible. Should the position be filled by a current driver, the new vacancy will be filled by the District. A driver can only make one change per year, the year commencing September 1.
- C. If a vacancy becomes available in the summer, the Transportation Supervisor will notify the Association.
- D. Within five (5) days of receiving written notification from the driver, a copy of a bid run will be given to the Secretary of Association.

VII. FIELD TRIPS

- A. Field trips shall be posted in a timely manner. They will be assigned according to the trip accumulation system. The trip accumulation system is documented in the Drivers' Handbook. Drivers can leave their route 20 times a year -- ten in the first 20 weeks, ten in the second 20 weeks to do trips.
- B.
 - 1. Drivers who are required to work because of a special assignment inclusive from the hours of 12:00 noon to 1:00 P.M. shall be paid a meal allowance not exceeding \$6.50 per meal upon submitting valid receipts to the District.
 - 2. Drivers who are required to work because of a special assignment inclusive from the hours of 6:00 P.M. and 7:00 P.M. shall be paid a meal allowance not exceeding \$9.00 per meal upon submitting valid receipts to the District.

3. These payments shall be made through the petty cash system.
- C. Once a driver is assigned a field trip, he/she will be "charged" for that trip regardless of absence for any reason. The driver may then petition a Review Committee composed of the Head Bus Driver/Trainer and two (2) bus drivers selected by the Association to waive the charge by the following process:
1. The driver will file a written request within five (5) calendar days of the absence to the Transportation Supervisor requesting the Review Board to convene.
 2. The driver will provide written documentation as to date of the trip, reason for not being able to drive for the trip, and the date notification was given to the Transportation Department to find a replacement driver.
 3. The Review Committee will review written documentation provided by the driver. A written notice of the Review Committee decision will be sent to the driver and Transportation Supervisor within seven (7) calendar days of the driver's request for the Review Committee.
 4. This section is not subject to the grievance procedure.
- D. Last minute field trips should be posted before 1:00 P.M. when possible. Posting should be on a separate sheet.
- E. Trips that are impossible to post until 1:00 P.M. will be announced over the radio. Anyone interested will call in. All names called in will go on a list. The trip will be assigned according to seniority whenever possible and according to the trip accumulation system.
- F. If a driver is assigned a field trip, but is off work for any reason, that driver will lose the trip he/she was assigned for that day.
- G. Secretary of the Association will get copies of assigned trips and verify the posting of field trips.
- H. All field trips are to be considered at least one and one half hour in duration regardless of the actual time required to do the trip, except as indicated below.
1. For all field trips there shall be a minimum pay of one and one half hours for each drop-off and one and one half hours for each pick-up except for those trips that are within the Canandaigua City School District. For trips within the District, a minimum pay of one and one half hours for a round trip shall be continued.
 2. If the assignment must be split between two drivers, each will receive pay equal to at least three quarters of an hour pay at the field trip rate within the Canandaigua City School District.
 3. One way field trip assignments that begin within one half hour before the driver's regular assignment or one half after their regular assignment shall be compensated at the driver's regular rate for the actual duration of the trip.

4. If a field trip is cancelled within thirty (30) minutes of the scheduled departure time, the driver shall be paid for one and one-half hours as minimum compensation.
- I. In the event a driver has opted to be off his/her regular route to take a field trip, a substitute driver will be offered the full assignment. However, if a substitute driver is not available for a part of the assignment, the regular driver will be asked to do that part of the regular route before it is offered to any other driver.

VIII. PAID LEAVES OF ABSENCE

- A. Full-route drivers shall be granted ten (10) paid leave days per year for use as set forth in this article. Annual paid leave days not used may accumulate to a total of 180 days. At retirement a \$20 contribution will be made to the Health Reimbursement Fund for each day of unused leave.
- B. Partial-route drivers shall be granted five (5) *paid leave days* per year for use as set forth in this article. Annual paid leave days not used may accumulate to a total of 90 days.
- C. Paid leave days may be used for personal sickness or physical disability including any personal sickness or physical disability connected with pregnancy while the route driver or partial-route driver is on active duty.
- D. Full-route drivers may use up to six (6) *paid leave days* for the illness of a spouse, child, parent, brother, sister, grandparent, parent-in-law and any other member of the same household. This leave may be used when the illness, operation, accident or emergency in the immediate family would require the route driver to care for or remain with the family member or household. Should extraordinary circumstances develop concerning the illness, operation, accident, or emergency in the immediate family, the Superintendent may grant the unit member use of up to twenty percent (20%) of that member's accumulated leave days for use due to the extraordinary circumstances.
- E. Partial-route drivers may use up to three (3) *paid leave days* for the illness of a spouse, child, parent, brother, sister, grandparent, parent-in-law, and any other member of the same household. This leave may be used when the illness, operation, accident, or emergency in the immediate family would require the partial-route driver to care for or remain with the family member or household. Should extraordinary circumstances develop concerning the illness, operation, accident or emergency in the immediate family, the Superintendent may grant the unit member use of up to twenty percent (20%) of that member's accumulated leave days for use due to the extraordinary circumstances.
- F. Personal Leave Time
 1. Both full-route and partial-route drivers may use up to two (2) days per year for the purpose of transacting or attending to personal, legal, business or family matters which require absence during the school hours. The parties to this agreement recognize that the purpose of this leave is not for personal convenience or pleasure.

2. Time off requests for paid and unpaid leave for the purpose(s) permitted under the terms of this contract will be granted to the first four (4) unit members who apply. Except in emergencies, requests must be made two (2) days prior to the day(s) they propose to be absent; the approvals will be granted on a first come first served basis within one day of receipt. Additional requests may be approved at the discretion of the Transportation Supervisor.
 3. Full-route drivers may use these paid days off as all sick days, or as nine (9) sick days and one (1) personal day or as eight (8) sick days and two (2) personal days. In addition, these days may be used as family illness days as indicated by Section D of this article.
 4. Partial-route drivers may use these paid days off as all sick days, or as four (4) sick days and one (1) personal day or as three (3) sick days and two (2) personal days. In addition, these days may be used as family illness days as indicated by Section E of this article.
- G. In the event of a death in the immediate family, unit members may request up to three (3) days off with pay. For the purposes of this section, the immediate family shall include spouse, child, parent, brother, sister, grandparent, parent-in-law and any other member of the same household. These days are not deducted from the personal leave days as described in Article VIII, Paragraph D, Paid Leaves of Absence.
- H. Up to two (2) paid leave days may be taken each year on a day when the school is forced to close for emergency purposes.

IX. SICK LEAVE RESERVE

- A. The Board will make provision for a sick leave reserve to aid unit members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness. The intent of the sick reserve is to provide a safety net for those members who suffer a long term illness or injury. The reserve is not intended to provide salary continuity for short term illness or injury nor is it intended to cover cosmetic or elective procedures. Wherever possible, the member shall schedule procedures or treatments during the summer or at other times that would minimize their absence from work.
- B. In order to be eligible to use the sick reserve, the member must be suffering from a disabling illness or injury that prevents the member from performing the essential duties of his/her position.
- C. Each unit member who chooses to participate will contribute one sick day by filing a signed authorization statement with the personnel office within the month of September or within 30 days after effective date of employment. When the number of available days falls below 25, participants must recontribute one day to maintain membership. If the reserve falls below 25 days, the Board will contribute 65 days. Unused days will carry over into the next school year.
- D. Unit members may use sick leave reserve days upon the following terms and under the following conditions:

1. The unit member must be an employee of the District on active status;
 2. The unit member must have contributed at least one day of sick leave to the reserve and maintained membership by contributing each time the reserve fell below 25 days;
 3. The unit member must have exhausted his or her regular paid sick leave;
 4. The unit member must have been absent with a qualifying illness or injury for a number of consecutive days as determined by the following formula: 40 days minus (Number of accumulated personal leave days as of September 1 plus ten divided by the number of years service);
 5. The unit member must submit verification of the medical condition by the physician subject to the approval of the supervising school physician;
 6. If recurrence of the same illness requires additional absence, the requirement under D4 will be waived and the unit member may be eligible for additional days but not to exceed the maximum of 90 school days allowed per school year.
- E. There will be a limit of 90 days per unit member per school year under this article. The total cumulative use any employee may make of the reserve is 180 days.
- F. A committee consisting of a representative from each employee unit shall administer the reserve. The committee shall review requests and make recommendations to the Superintendent for the use of sick leave reserve. The final decision for granting of sick leave allowance from the sick leave reserve rests with the Superintendent of Schools.
- G. This article is not subject to grievance.

X. LEAVE OF ABSENCE

- A. A unit member who has completed one (1) year of employment with the District may be granted a leave of absence without pay for up to one (1) year at the discretion of the Superintendent because of injury, illness or other compelling reasons.
- B. A unit member on such a leave for more than thirty (30) days shall not accrue any seniority or time toward probationary status.
- C. A leave of absence will not be granted for the unit member to seek employment with another employer, nor shall any unit member work for another employer without the School District's approval during the period he or she is on leave. Any unit member who works for another employer while on leave shall have his or her leave cancelled immediately and be subject to disciplinary action.
- D. A unit member may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Superintendent.

XI. CHILD CARE LEAVE

- A. A unit member, upon request, shall be granted an unpaid leave of absence for child rearing purposes. This leave shall be for a period of up to one (1) year from the time when the pregnancy-related physical disability ends or when a unit member receives a child placed for adoption.
- B. A written request for child rearing leave shall be submitted to the Superintendent as soon as is reasonable under all of the circumstances, but in no case, later than 90 days prior to the anticipated commencement of the leave in order to afford the District the greatest opportunity to obtain a qualified replacement.
- C. The time period spent on any unpaid leave of absence for more than thirty (30) days shall not be credited for seniority, salary advancement nor toward completion of the probationary period.
- D. Except as permitted by the following paragraph, no unit member who has been granted such leave shall accept any other employment which exceeds 20 hours during the normal work week during the term of the leave, or the services of the unit member may be terminated by the Board of Education. No sick leave benefits will be paid while a unit member is on unpaid leave.
- E. A unit member on a child rearing leave of absence shall not be denied the opportunity to substitute in the Canandaigua City School District solely by reason of the fact that the unit member is on such leave of absence. It will be the responsibility of the unit member to notify the Superintendent of any changes of permanent address during the period of the leave. If the permanent residence is changed beyond fifty (50) miles from the place of employment, the Superintendent may request a re-affirmation of the intent to return upon completion of the leave. Failure to comply with the above may result in termination of employment.
- F. This article applies to both males and females.

XII. JURY DUTY

- A. While serving on jury duty, the unit member will receive his or her regular pay for that day, but is required to return to the School District the money that is paid by the court, except for expense money received. If the unit member is excused from jury duty for the day, he or she is expected to report to work that day.
- B. The District shall reserve the right to request that the unit member be excused from jury duty.

XIII. SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any unit member or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

XIV. PAID HOLIDAYS

Full-route drivers will be guaranteed nine (9) paid holidays as follows:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day |
| 3. President's Day | 8. Christmas Day |
| 4. Memorial Day | 9. Floating Holiday |
| 5. Columbus Day | |

The floating holiday must be a non-student attendance day selected by the Association. The Association will notify the District of their selection by September 15. The floating holiday shall be the same day for all unit members.

Partial-route drivers will be guaranteed six (6) paid holidays as follows:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 5. Christmas Day |
| 2. Memorial Day | 6. Floating Holiday |
| 3. Columbus Day | |
| 4. Thanksgiving Day | |

XV. SENIORITY

- A. Seniority shall begin with the employees most recent date of hire as indicated by the most recent Board of Education action.
- B. In the event that two or more employees have the same seniority date, the driver(s) with the earlier substitute driver hire date shall be considered more senior.
- C. In the event that a reduction in personnel becomes necessary, employees will be laid off in inverse order of their seniority. The District will prepare a recall list that ensures that the person with the greatest seniority will be recalled first. The unit member shall be ensured the protection of this recall procedure for a period of two (2) years from the date of layoff.
- D. If a consolidation of runs occurs prior to the beginning of a school year, senior drivers who are affected by such consolidation shall be given the opportunity to bid into a similar run in order to prevent a loss of work hours. Seniority shall prevail in determining the assignment of these runs. Any driver displaced by this bidding process must accept assignment to an available run at the discretion of the Transportation Supervisor after consultation with the Association. In no case will a full-route driver be reduced to substitute driver status.
- E. When a permanent opening occurs as a result of an employee leaving his or her position for any reason, the resulting opening shall be posted for a period of five (5) working days. The qualified bidder with the most seniority shall be deemed the successful bidder.
- F. If during the school year, a full-route driver's work assignment is reduced to partial-route status, the full-route driver may displace the full-route driver with the least seniority. The

driver displaced in this way shall accept re-assignment by the Transportation Supervisor after consultation with the Association. In no case will a full-route driver be reduced to substitute driver status.

- G. If a bus route is eliminated after assignments are made (see Article VII, Paragraph B and C) the affected driver may displace the driver with the least seniority within the displaced driver's same category. That is, a full-route driver may displace another full-route driver or a partial-route driver may displace a partial-route driver. Any driver displaced in this way shall accept reassignment by the Transportation Supervisor after consultation with the Association. In no case will a full-route driver be reduced to substitute driver status.
- H. A full-route driver displaced to partial-route status shall retain benefits equal to a full-route driver for the remainder of the school year.
- I. For purposes of route assignment and job security only, the length of service as a substitute driver for the Canandaigua City Schools may supplement regular seniority when the substitute driver service meets the following criteria:
 - 1. Service to the District is continuous for the one (1) year period immediately preceding hire date as a route driver.
 - 2. The substitute driver worked at least 100 hours in each of those years.
 - 3. Substitute driver service that meets the criteria in Paragraphs 1 and 2 shall be prorated at 50% rounded to the nearest half year.
- J.
 - 1. In the event that the District grants unpaid leaves of absence for less than thirty (30) calendar days, there shall be no loss of seniority.
 - 2. A driver shall not gain seniority time for any unpaid leaves of absence that exceed thirty (30) calendar days in total.

XVI. COMPENSATION

Compensation for bus drivers is established at the following rates for the duration of the agreement. The rates of pay are related to years of experience driving school buses within the Canandaigua City School District and include the longevity increments at the 4th, 7th, 10th, 15th, and 20th year. No driver shall have their years diminished beyond those years already credited.

A. Regular Wage Schedule

<u>YEARS</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
0-3	17.29	17.77	18.30
4-6	17.99	18.52	19.07
7-9	18.66	19.21	19.78
10-14	19.19	19.76	20.35
15-19	19.73	20.32	20.92
20 +	20.29	20.89	21.51

Advances on the salary schedule are implemented on the July 1 following the qualifying seniority date.

B. Field Trip/Non-Route Rate Per Hour

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$12.25	\$12.75	\$13.00

C. Training Rates Per Hour

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$10.25	\$10.25	\$10.25

D. Yearly Safety Bonus

1. Full-Route Drivers

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$300	\$300	\$300

2. Partial-Route Drivers

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$150	\$150	\$150

E. Drivers who work less than a full year will have a prorated share of the safety bonus to the nearest full month.

F. A fifteen-minute inspection, fuel and clean-up period will be included in route time whenever possible.

G. Drivers will be paid their regular wage for regular summer routes. The field trip rate will be paid for summer field trips.

H. Training for the purpose of obtaining the required drivers license will not be compensated.

I. For early dismissal, drivers will be paid one and one half hours or time worked, whichever is more.

J. In the event that a driver's run does not have at least a ten (10) minute break between the Secondary and Elementary morning runs, an additional 10 minutes will be added to the Driver's overall trip time. It is agreed that these ten minutes are for the purpose of cleaning the bus and/or fueling.

- K. The District will pay the registration fee for any driver who takes a District pre-approved training course, provided written proof of satisfactory completion of the course is provided prior to payment. Courses must be directly related to any employee's assignment. Additionally, tuition assistance for college coursework that has been approved by the Assistant Superintendent for Business will be provided at the rate of 50% of the SUNY rate to a maximum of \$500 per year.

XVII. HEALTH INSURANCE

- A. Full and partial-route drivers may elect any of the following health insurance plans:

- Blue Cross/Blue Shield/Blue Million 50% Rx (\$2/\$7 Maintenance)
- Blue Choice Select (\$15 Co-pay)
- Blue Point 2 (\$15 Co-Pay)
- Blue Choice Preference
- Blue Choice Value
- Preferred Care TriVantage

- B. District financial responsibility is up to a maximum per month as follows for the 2006-2007 school year:

Full-route drivers:

3 or more years of service	family	488.00
	2 person	470.00
	single	240.00
Less than 3 years of service	family	326.00
	2 person	313.00
	single	160.00

Partial-route drivers:

3 or more years of service	family	326.00
	2 person	313.00
	single	160.00
Less than 3 years of service	family	163.00
	2 person	157.00
	single	80.00

In the 2007-2008 and 2008-2009 the District will increase its health insurance contribution by using the following method:

- a.) Compute the average percent increase of the District's two (2) most utilized health insurance plans from the previous school year.

b.) Use the current calendar year's February CPI from the Bureau of Labor and Statistics for the Northeast Region.

c.) Subtract the CPI from the average percent increase referenced in letter "a" and divide by two (2), then add the CPI to determine the increase for the District.

EXAMPLE:

A.)	<u>Two most utilized plans</u>	<u>Percent increase</u>
	Excellus (BC/BS)	12%
	Preferred Care	8%
	Total Increase	20%
	Average Increase	10%

B.) CPI from the February Bureau of Labor Statistics = 3.5%

C.) Therefore, we find the increase with this data and the formula below:

$$[\text{Average Increase}] - [\text{CPI}] = [X] \div 2 + \text{CPI} = \text{Percent Increase in District's Contribution}$$

$$10\% - 3.5\% = 6.5\% \div 2 = 3.25\% + 3.5\% = \underline{\mathbf{6.75\%}}$$

- C. Route drivers may elect dental coverage offered by the District equivalent to the Blue Cross/Blue Shield Smile Saver I Plan. The District will pay the equivalent of 37.5 percent of the cost of the plan.
- D. After three consecutive years of service route drivers may elect dental coverage offered by the District equivalent to the Blue Cross/Blue Shield Smile Saver I Plan. The District will pay the equivalent of 50 percent of the cost of the plan.
- E. At the time of retirement for a unit member with ten (10) consecutive years as a full-route driver the District will pay health insurance premiums at 80% of single coverage.
- F. For unit members that do not participate in the District's health insurance plan a contribution will be made to the Health Reimbursement Fund as follows: \$300 for full-route drivers; \$150 for partial-route drivers.
- G. Upon completion of three (3) months as a non-route driver, the driver is eligible for the District's health insurance plan at his/her own expense. The driver may pay for this insurance by payroll deduction. For the purpose of health insurance, the length of service as a non-route driver for the Canandaigua City Schools may supplement regular seniority.

XVIII. EMERGENCY CALL-IN PAY

In the event a driver is called in to work by the District from their home or while not conducting school business, the driver shall be paid the higher of their regular pay for hours worked or for a minimum of one and one half hours at their regular rate.

XIX. ATTENDANCE REPORTING

The District shall report to the membership the number of paid leave days allowed and used at least twice a year.

XX. LABOR MANAGEMENT COMMITTEE

- A. This section establishes the Professional Management Council, a joint committee to allow for full discussion of contract interpretation and any other matters of common interest.
- B. The committee shall be composed of the Superintendent and his designee(s) and representatives from the Association. Either party may initiate discussion of items of mutual interests. This may occur before or during the processing of a grievance.

XXI. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

Membership in the New York State Employees' Retirement System is optional. Information regarding the Employees' Retirement System can be obtained from the Human Resources Department.

XXII. SCHOOL CANCELLATION

If a school bus driver arrives for work on a day that school is cancelled and public announcement of cancellation occurs after 6:15 A.M., that driver will be paid for one hour's time. This in no way diminishes the driver's responsibility to listen to radio to hear official school closing notices.

XXIII. APPEARANCE AND ATTIRE

All school bus drivers are required to wear appropriate attire while on duty. Guidelines for attire will be stated in the School Bus Driver Handbook.

XXIV. SAFETY

No unit member shall be required to operate a bus that he/she reasonably believes to be unsafe. If a unit member does refuse, a mechanic and the Transportation Supervisor will be asked to certify, in writing that the bus is safe. If the driver continues to refuse the Transportation Supervisor may replace the driver until the alleged condition can be certified safe by a designated New York State Public Safety Official or assign the driver to a spare bus. A driver who refuses to operate the spare bus or who refuses to operate a bus certified safe by the designated New York State Safety Official may be discharged.

XXV. GRIEVANCE PROCEDURE

- A. Every unit member shall have the right to present a grievance, free from any interference, coercion, restraint, discrimination or reprisal. It is most desirable that all grievances be settled at the lowest possible level.
- B. For the purpose of this procedure, the terms listed below shall be defined as follows:
 - 1. Grievance -- an alleged misapplication or misinterpretation of the written terms and conditions of employment.
 - 2. Days are calendar days, excluding Saturdays, Sundays and legal holidays except as otherwise noted.
 - 3. Aggrieved Party -- the unit member or group of employees filing the grievance.
 - 4. Party in Interest -- any unit member named in the grievance who is not an aggrieved party.
 - 5. Supervisor -- Transportation Supervisor.
 - 6. Superintendent -- Superintendent of Schools.
 - 7. The Board of Education -- No less than a quorum of the Board of Education.
- C. The following shall apply to the administration of all grievances filed under this procedure: Nothing contained herein will be construed as limiting the rights of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted. In the event that any grievance is adjusted without formal determination, pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- D. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of these terms and conditions of employment. A grievance shall be considered settled on the basis of the last decision rendered unless appealed to the next stage in these procedures within the time limits specified. Time limits may be extended only by mutual agreement.
- E. No written grievance will be entertained and shall be deemed waived unless such written grievance is presented at Stage 1 within ten (10) work days after the unit member knew or should have known of the act or condition on which the grievance is based.
- F. Failure at any stage of the grievance procedure, to communicate a decision to the aggrieved party within the time limits specified, shall permit the lodging of an appeal at the next stage of the procedure, provided that such appeal is made within the time limits that would have been in effect had the decision been communicated by the final day.

- G. In addition the grievant shall have the right to be represented at any stage of the grievance procedure by a representative of the Association.

Stage 1 Supervisor

1. No alleged grievance shall be entertained and shall be deemed waived unless presented in writing at the first available stage within ten (10) work days after the aggrieved party knew or should have known of the act or condition on which the alleged grievance is based.
2. A unit member having a grievance will discuss it with the supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor, after investigating facts related to the grievance, shall render his decision orally, by the end of the fifth (5th) work day following the day the grievance was submitted.
3. If the grievance is not resolved informally, it 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 1. Such written grievance shall set forth the alleged facts on which the grievance is based, the specific provision(s) contract that is alleged to have been violated, the date such grievance occurred and the remedy sought. The grievance must be signed by the aggrieved party. By the end of the fifth (5th) work day following the day the grievance was received by him, the supervisor shall render a written decision and present it to the unit member and to the Association.

Stage 2 Superintendent or Designee

1. If a satisfactory resolution is not reached at stage one, the aggrieved party may, within five (5) work days of the date the written decision was received by him/her, file a written appeal to the Superintendent or designee.
2. Within ten (10) work days of the date such appeal was received by the Superintendent or designee, he shall conduct a hearing with the aggrieved party, the aggrieved party's supervisor and others at the discretion of the Superintendent or designee. Such hearing shall be held after working hours unless mutually agreed by the parties to hold such hearing during the regular work day.
3. By the end of the fifth (5th) work day following the day of the hearing, the Superintendent or designee will render a decision thereon, in writing, and present it in duplicate to the aggrieved party and the Association.

Stage 3 Board of Education

1. If the aggrieved party is not satisfied with the decision at stage two he/she may file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at stage two. The official grievance record maintained by the CEO shall be available for the use of the Board of Education.

2. Within ten (10) school days of the receipt, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
 3. Within ten (10) school days after the conclusion of that hearing the Board of Education shall render a decision in writing to the aggrieved party and to the Association. The decision of the Board shall be final and binding on all parties.
- H. The parties agree that all non-route drivers are hired on a per diem basis and as such are "employees at will." While all non-route drivers have the right to Association Representation to redress alleged employment complaints, the non-route drivers do not have redress under Article XXV of the Agreement. Rather, redress is found under District Policy number 3280.

XXVI. DISCIPLINE AND DISCHARGE

- A. Should it become necessary to discipline or discharge a bus driver, the District will use a progressive discipline system. Penalties may range from a letter of reprimand to dismissal depending on the nature and frequency of the infraction(s). The District reserves the right to dismiss a bus driver at any time if the infraction is deemed to warrant dismissal. Penalties may include a letter of counsel, a letter of reprimand, a fine, a suspension, or dismissal.
- B. A copy of any disciplinary action shall be placed in the employees personnel folder, with a copy to the employee and to the Association. The Association will be notified as soon as possible of any disciplinary action not to exceed 48 hours.
- C. An employee shall have the right to have an Association representative present with them at any disciplinary meeting.
- D. A written disciplinary report of the following infractions will be removed from a drivers' file after 18 months from the date of the filing:
- Run out of gas
 - Occasional tardiness
 - Bus cleaning
 - Abusive language with co-workers
 - Smoking on school grounds
 - Violation of dress code
 - Parking violations when no personal injury or property damage occurred
 - FCC radio infractions
 - Parental complaints that may lead to future disciplinary actions
 - Motorist complaints that may lead to future disciplinary actions
 - Failure to report maintenance violations or graffiti

This list is not intended to be all inclusive. It is intended to give guidance on the type of infraction that may be removed. Any infraction report not included in this list may be removed at the request of the Association.

- E. The District recognizes that employees who have been employed by the District for at least 5 years have due process rights under Section 75 of the New York State Civil Service Law. Should an employee waive his/her right under Section 75, and the District imposes discipline, the employee has the right to file a grievance under Section XXV of this Agreement regarding the discipline. Employees not covered under Section 75 who receive disciplinary actions from the District have the right to file a grievance under Section XXV of this Agreement regarding the disciplinary action.

XXVII. CANANDAIGUA HEALTH REIMBURSEMENT FUND

- A. Plan year

The Canandaigua Health Reimbursement Fund shall run from October 1 to September 30.

- B. Eligibility

Membership in the Canandaigua Health Reimbursement Plan is open to:

1. All transportation staff in the bargaining unit employed on a full year basis as of October 1 of each year, beginning October 1, 2001.
2. Individuals designated by the Canandaigua City School District Board of Education.

- C. Dependents

For the purposes of the Health Reimbursement Fund only, a dependent is defined as spouse, son, stepson, daughter, stepdaughter, a child placed by an authorized placement agency for legal adoption, and a foster child who will be a member of the household for the next full school year. Each child under the age of 25 at the start of each plan year who is both a dependent and 1) living at home or 2) a full-time student is an eligible dependent under the Health Reimbursement Fund.

- D. District contribution rates

The District contribution rate per plan year for full-route drivers shall be as follows:

2006-2007 = \$307

The District contribution rate per plan year for partial-route drivers shall be as follows:

2006-2007 = \$155

An additional contribution will be made by the District for drivers not participating in the District medical insurance plan as specified in Article XVII-F.

The District contribution will be made in full on each October 1.

In each succeeding year of the contract, the District will increase the above payment level by the amount arrived at with the health insurance calculation.

E. Administrative expenses

The expenses for administration of this plan shall be deducted from the yearly District contribution rates.

F. Accumulative plan

Each plan member has a running accumulative account. If, in any one year, benefits are not exhausted, the balance will be automatically rolled over and added to the next year's contribution.

G. Medical, dental and vision expenses

Medical and Health Care Payments: The funds contained in the member's Health Care Plan account may be used only for the payment of medical and health care expenses incurred by the member and eligible dependents. Medical expenses are payments made for the diagnosis, treatment or prevention of disease. They also include payment for treatment affecting any part or function of the body. Expenses for which claims may be submitted include, but are not limited to, the following:

Medical doctors, dentists, eye doctors, gynecologist, chiropractors, osteopaths, podiatrists, psychiatrists, psychologists, physical therapists, acupuncturists, and psychoanalysts.

Medical examinations, x-ray and laboratory services, insulin treatment, and other treatments prescribed by a physician.

Hospital care (including meals and lodging), clinic costs, laboratory fees.

Nursing services prescribed by a physician.

Medical treatment at a center for drug addicts or alcoholics.

Medical aids such as hearing aids, dentures, eyeglasses, contact lenses, braces, orthopedic shoes, crutches, wheelchairs, and guide dogs as prescribed by a physician. All medicines and drugs prescribed by a physician.

H. No duplication of benefits

The Health Reimbursement Fund will not pay medical expenses covered by other health insurance policies or plans to which plan members or an eligible dependent belongs.

In other words, a plan member who is eligible to receive benefits under any insurance policy or under any other health or medical reimbursement plans must first submit a claim through those other plans.

I. Processing claims

Follow these procedures to submit a claim for payment:

1. Determine if a claim is eligible for payment under any other insurance program. If it is, submit the claim to that program.
2. Submit expenses not paid by any other insurance, such as dental/vision costs, directly to the Canandaigua Health Reimbursement Fund.
3. Use the Canandaigua Health Reimbursement Fund claim form to file a claim and attach explanation of benefits statement from insurance companies or bills and receipts from doctor, dentist, drug stores, etc.
4. Health Reimbursement Fund claim forms are available at the District Office and/or main office in each building.
5. Submit claims directly to Plan Administrator listed on the form.

J. Method of payment

1. Payments will be made once a month for approved claims totaling more is than \$50. When accumulated claims exceed \$50, submit them to the plan administrator for payment. Payments are not made in July and August; however, claims submitted for appropriate expenses incurred during these months may be submitted.
2. Regardless of the size of the claim, all outstanding claims should be submitted at least once a year.

K. Claim procedure

1. The Plan Administrator has 30 days after receiving a claim to accept or deny it and notify the member.
2. This 30-day period may be extended for an additional 90 days if special circumstances so require. If an extension is necessary, the member will be notified in writing of the reasons for the extension and the date when a final decision is expected.
3. After 30 days, if a member has not been notified of acceptance, denial, or extension, the member may request a review. The procedure for this review is the same as the review procedure for a denied claim. (See Denial and Review Procedures Section.)

L. Denial and review procedures

If a claim is denied, written notice shall be given by the Canandaigua Health Reimbursement Fund Administrative Committee, stating:

1. Reasons for the denial.
2. Description of what materials, if any, are required to make the claim complete. If a claim is denied, members are entitled to:
 - a. Make a written request for a review of the claim by the Committee. Such a request must be made within 60 days after the member received the denial.
 - b. Review documents relating to the denial and submit written comments which help to explain the claim.
 - c. Within 60 days, the Committee will make a decision or notify the member that a time extension is necessary.

M. Limitation of benefits

1. No benefit will be paid in excess of the balance on account. Members will receive semi-annual statements showing current account balance.
2. If a member becomes ineligible for the Canandaigua Health Reimbursement Fund, benefits will be prorated for the time of employment. A member must reimburse the plan for any payment received in excess of the prorated amount.

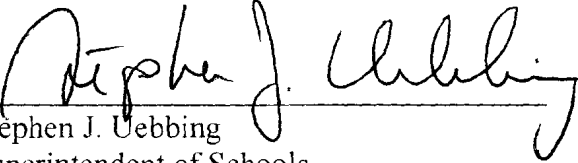
N. Continuation of benefits

1. If a member leaves the District's employment, approved claims under this plan shall continue to be paid until the prorated Canandaigua Health Reimbursement Fund account is exhausted.
2. In the event of a member's death, approved claims under this plan shall continue to be paid to eligible dependents until the prorated account is exhausted. If there are no survivors, any prorated funds left in on account will be paid to the member's estate.

O. Inactive accounts

1. An inactive account is the account of a terminated participant (excluding retirees) to which neither the District nor the participant makes contributions and with respect to which there has been no claim activity for a period of three years (measured from date of termination).

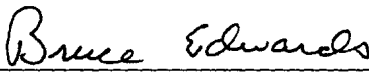
2. Each year, an account which is and remains inactive will be charged with an administrative fee in an amount equal to the plan contribution required by a single employee participant for that year. Such fee will be deducted annually from the account on the first day of each plan year.



Stephen J. Uebbing
Superintendent of Schools
Canandaigua City School District

7-12-06

Date



Bruce Edwards
President
Canandaigua School Bus Drivers' Association

7/12/06

Date