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Agreement

Between the

MARCUS WHITMAN CENTRAL
SCHOOL SUPERINTENDENT

And the

MARCUS WHITMAN
BUS DRIVERS' ASSOCIATION

July 1, 2015 to June 30, 2018

This agreement is made and entered into this 1st day of July, 2015.
By and between the Marcus Whitman Central School Superintendent
(Hereinafter referred to as Superintendent)
And the Marcus Whitman Bus Drivers' Association
(Hereinafter referred to as the Association).

Final

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ARTICLE I
Recognition and Unit Determination

The Marcus Whitman Central School Board of Education, having determined that the Marcus Whitman Bus Drivers' Association is supported by a majority of the bus drivers, hereby recognizes the Marcus Whitman Bus Drivers' Association as the exclusive negotiating agent for the bus drivers, head bus driver, substitute bus drivers and bus monitors in such unit.

Effective on July 8, 2010, also included in the bargaining unit represented by the Marcus Whitman Bus Drivers' Association are the titles of senior automotive mechanic, automotive mechanic, mechanic helper/bus driver and substitute bus driver/mechanic, which will now be called "part-time mechanic."

Such recognition shall extend for that period of time determined under the Taylor Law.

ARTICLE II
Negotiations

- A. At a mutually agreed time in the year the contract expires, the parties will enter into good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded 120 days prior to the last day of the school year, either party may request the use of mediation. The parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement.

At the request of either party in writing after February 1st in the last year of the Agreement, the parties will enter into good faith negotiations for a successor agreement. The parties will begin meeting within ten (10) business days thereafter.

- B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside school district. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority; to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III
Dues Deduction

The District will deduct for the Association after receipt of a signed individual dues authorization card. Dues shall be deducted in equal amounts ending with the last paycheck in June. Dues will be transmitted monthly to the Association treasurer.

The Association shall indemnify and protect the District against any liability or claim, which may arise by reason of the District's compliance with this article.

ARTICLE IV
Benefits for the Bus Drivers and Mechanic Titles
All substitutes are excluded from benefits.

A. Health Related Leave, Serious Family Illness or Death.

1. Bus Drivers/Monitors: full time employees in these job titles shall be granted 12 days per work year.

Mechanic titles, 12-month employees: full time employees in these job titles shall be granted 15 days per work year.

This leave is paid leave for health related reasons (personal illness, death or serious illness in the immediate family). Unused days will accumulate from year to year.

2. When a unit member has been absent for five (5) or more sick days in a row or for more than ten (10) days in any school year, the Superintendent may require the unit member to furnish a doctor's certificate after any further absences during that school year.
3. To be paid for a health related day, the employee must notify the Transportation Supervisor or designee as soon as reasonably possible in accordance with Article V, Wages and Salaries, Section M. Drivers Requesting Substitutes. The designated management officials may be contacted at their home in a proper situation.
4. Employees who are hired after the beginning of a school year will be granted sick days pro rata commensurate with the proportion of the school year worked.
5. A unit member may accumulate unused health related leave days from year to year. In a case where an employee has exhausted health related and other days, and the employee requests to use additional days; the Board of Education, in its discretion, may extend the health related leave with pay.

6. The employee may reserve the right to use the accumulated health related days for retirement credit, if that option is available to the employee.
7. Upon retirement, a unit member will receive credit for each accumulated health related leave sick day (sick leave day) at the rate of \$100 per day for those days over 165 or if the unit member does not apply any of the days to the NYS Employees Retirement Benefit those days under 166 will also apply to the total. This credit may be used for health insurance payments during retirement through the District Office or may be received through a deposit into the member's 403(b) pursuant to Article V(O) .

B. Personal Days.

Three (3) personal days will be granted for personal business and will not be deducted from sick or family days. Personal days may be accumulated up to five (5) in a year.

Unused personal days will be applied to the accumulated sick days, at the beginning of the succeeding year.

Employees who are hired after the beginning of a school year will be granted personal leave days pro rata commensurate with the portion of the school year worked.

C. Jury Duty.

An employee called for jury duty shall receive his full day's pay from school and the expense money paid by the county, remuneration from the county will be turned over to the school district. (Remuneration will not exceed a day's pay.)

D. Leave of Absence.

An unpaid leave of absence may be granted at the discretion of the Board of Education.

If approved, the employee will retain her/his seniority with regard to years of service for the District completed. However, the period of absence will be subtracted from the employee's seniority with regard to years of service for the District. There is an exception to this rule, under which if a unit member is granted an unpaid leave of absence for medical reasons, up to one-half year of this unpaid leave for medical reasons may be counted and added in for seniority purposes with regard to bidding on regular routes, extra trips and the like, however, this period would not be counted toward the unit member's retirement credit nor credited for seniority for purposes of any layoff or recall purposes.

At the conclusion of this leave, he or she may return to a similar run. Any driver on leave of absence will not be given a full time driving assignment during the leave time. (This paragraph does not apply to mechanic titles.)

E. Child Care.

Leave without pay for childcare purposes will automatically be granted when in conjunction with the birth of a child or in the case of adoption of an infant under five (5) years of age.

The duration of such leave shall be up to a maximum of one (1) school year.

The unit member must notify the District at least thirty (30) days prior to the date of commencing such leave.

The employee will retain her/his seniority with regard to years of service for the District completed, however, should the leave of absence be for one-half of the school year or more, the period of absence will not be added to the employee's seniority with regard to years of service for the District.

F. Association Day.

The Association President and/or designee, shall be granted any combination of five (5) workdays for the purpose of conducting association business upon advance notification to the Transportation Supervisor.

G. NYSUT Benefit Trust.

The District shall check off and remit payments to the NYSUT Benefit Trust, upon submission of a signed authorization to the payroll office for any unit member. Such signed authorization shall be discontinued at the end of its term upon written notice from the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the Marcus Whitman Bus Driver's Association with a list of all unit employees from whose salaries such deductions have been made.

The Marcus Whitman Bus Driver's Association and NYSUT and each member agree to hold the District completely harmless for any and all claims, which might result in the District's implementation in this provision.

H. Incidental Costs & Drug Testing

The District agrees to pay for the cost of fingerprinting and initial drug screening, including split sampling, for any newly hired unit members.

Time Spent in Drug Testing. Any unit employee required to take a random, reasonable suspicion, post-accident and return to duty test will be in a paid status for however long it takes to complete the testing if the testing occurs at a time when the unit employee is not on duty.

I. Health Related Short Term Leave of Absence.

Unit members may apply to the Superintendent for short term leaves of absence without pay. It is understood that if such a leave is granted by the Superintendent, all applicable health and dental coverage will remain in effect for leaves of one (1) month or shorter.

J. Sick Leave Bank.

1. The bank can be accessed only when there is a catastrophic illness/injury to a unit member. The bank cannot be used for an illness/injury to the member of the unit member's household or family.
2. A unit employee must be employed by the District for more than one (1) year in order to attempt to use the bank.
3. A unit member must exhaust all sick leave and accumulated sick leave prior to making use of the bank.
4. A bank of sick leave days may be taken up by Officers of the Association from unit members who choose to donate sick leave time to the injured/ill unit member.
5. A unit member can donate up to no more than 2 days to the bank. Each bank can have no more than 50 days donated.
6. A committee is to be established of 1 member appointed by the Union President and 1 member appointed by the Superintendent to administer the bank.

**ARTICLE V
Wages and Salaries**

A. Wages & Salary

1. Regular contracted bus driver salaries will be based on a 183 work day year and minimum 4-1/2 hours per day. A day consists of 4 hours driving and ½ hour pre, post trips, cleaning, fueling, etc. of bus.

2. Wage Increases

Wage increases for returning unit members in each year of the contract shall be as follows:

- a. 2015-16 School Year. Each returning unit member is to receive an increase of 2.7% over the hourly wage rate paid in the 2014-15 school year.
- b. 2016-17 School Year. Each returning unit member is to receive an increase of 2.7% over the hourly wage rate paid in the 2015-16 school year.
- c. 2017-18 School Year. Each returning unit member is to receive an increase of 2.7% over the hourly wage rate paid in the 2016-17 school year.

3. Starting Hourly Rates of Pay

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Bus Driver	\$14.58	\$14.78	\$14.98
Bus Monitor	\$9.76	\$9.89	\$10.03
Automotive Mechanic	\$14.58	\$14.78	\$14.98
Head Bus Driver	\$14.51	\$14.71	\$14.91

4. Head Automotive Mechanic Stipend: \$1,900 stipend each year.
5. Wage Rate In Reduction-in-Force. If there is a reduction in force in mechanic titles, which results in less than full-time positions, the negotiated wage rate will continue to apply.

6. Paychecks

1. Bus Drivers will have the option of receiving 20 or 24 paychecks per year.
2. Paychecks will be issued on the 15th and 30th day of each month (or the day preceding these dates if the date falls on a weekend or holiday; and the last day of February).

B. Emergency Closings.

In the event of an emergency closing during a school day, you will be expected to report to work. If school is closed for the entire day, you will not be required to report to work. If student days are required to be made up to reach the 183 days, you will be required to work without additional compensation. (This paragraph

does not apply to mechanic titles and to head bus driver.) The Head Bus Driver is expected to report to work when emergency closings occur.

C. Establishment of All Run Salaries.

1. Wage or salary increases for runs for each school year will be based on the rate of pay for the prior school year.
2. Determination of salary for the runs will be made by September 1st of the current school year and communicated in writing to the employee.

If there is a disagreement regarding the payment for the length of the run, then if the disagreement is a significant change in the time (significant change means a change in time of fifteen [15] minutes), then the District agrees to audit the bus run. A bus driver and/or monitor is to bring the disagreement to the attention of the Transportation Supervisor by October 1st. The District will audit the run by November 1st. The results of the audit will be reported in writing to the bus driver and/or monitor. Then, if there is an adjustment, it shall be retroactive to September 1st.

D. Substitute Driver Pay

A substitute bus driver will be paid by the hour at \$17.50 per hour for the life of this Agreement effective on and after June 11, 2013. Substitute drivers will be paid for pre and post trip work on the following basis: 15 minutes per each assignment and no more than a total of 30 minutes per workday. This 30-minute limit will also apply to regular bus drivers who substitute.

A regular bus driver who is substituting for another bus driver will be paid her/his regular hourly rate of pay.

E. Other Situations

1. Pay for Extra Trips.

Drivers will be compensated at their regular hourly rate.

Meal Payment for Extra Trips: If bus driver and/or monitor are assigned to an extra trip covering four (4) or more hours, there is to be reimbursement for meals up to \$8 for the meal. An itemized receipt must be produced to obtain the reimbursement. If the extra trip covers more than seven (7) hours, the bus driver or monitor may claim a second meal.

2. Overnight Trips.

Drivers will be paid at their regular hourly rate for overnight trips. The computation of hours will include an eight-hour deduction for the appropriate time the driver would be sleeping. The driver will be provided a single room.

In addition, the driver may receive up to \$32.00 for meal reimbursement for an overnight trip. The driver, prior to receiving reimbursement from the District, must submit bills and receipts.

3. Training Time

- a. The District will pay a driver at the current hourly rate for time worked in bus driver training (i.e. two, two-hour required training courses), including safety meetings.
- b. Upon the approval of the Transportation Supervisor for training at an out of district site, the District will pay for travel time from the District facilities to the training site at the current hourly rate. If a driver must use a personal vehicle for travel and no district vehicle is available, reimbursement for mileage will be paid at the IRS Rate.

4. Conference Time.

- a. If a driver is called to a conference or meeting by the Transportation Supervisor or by the administration, the District agrees to pay at the driver's regular hourly rate in 15-minute intervals.
- b. A driver will not be paid for routine or incidental conversation with the Transportation Supervisor or administration with regard to the job.

F. Longevity Payments/Career Increment Payments.

Each full time unit member shall receive the following cumulative longevity payments:

After completion of five years	\$450
After completion of ten years	\$625 (for a total of \$1,075)
After completion of fifteen years	\$725 (for a total of \$1,800)
After completion of twenty years	\$825 (for a total of \$2,625)
After completion of twenty-five years	\$975 (for a total of \$3,600)

G. Regular Drivers Who Transport Students in the Summer.

Bus Drivers who transport students to summer school classes will be compensated at their regular contract rate of pay, pro-rated for the actual hours

worked (for example, on an annual contract of \$8,815 based on 183 work days would equal \$10.70 per hour).

H. Drivers Requesting Substitutes.

Drivers must call the Transportation Supervisor according to the following schedule:

A.M. Runs: No calls after 10:00 p.m.
 No calls before 5:00 a.m.
 Calls should be made at least one hour prior to start time
 of your run

P.M. Runs: No calls after 12:30 p.m.

If a driver does not call in and is not at a bus garage at the time she/he regularly leaves on her/his run, a substitute will be called and the hourly run rate will be deducted from the driver's salary. If a driver arrives after the substitute has been called, the hourly run rate will be deducted and the substitute will drive. A driver requesting a personal day must notify the transportation supervisor the day before the personal day is used.

I. Breakdown and On-Road Weather Delay.

In the event of a breakdown, accident, or on-road weather delay, the affected bus driver will be compensated for anytime over 15 minutes, in quarter hour segments, at his/her hourly rate.

J. Shuttles. (Does apply to mechanic titles.)

Effective on July 1, 2013:

Gorham Elementary and Middlesex Valley Elementary to High School: To be paid by a stipend equal to .25 times one (1) hour of the bus driver's (or mechanic's) regular rate of pay per shuttle.

Middlesex Valley Elementary to Gorham Elementary School: To be paid by a stipend equal to .50 times one (1) hour of the bus driver's (or mechanic's) regular rate of pay per shuttle.

K. Bus Monitor Items

1. A substitute monitor will be paid the starting monitors hourly salary for training.

2. Bus monitors shall work ½ hour less than the bus drivers to whom they are assigned. The bus monitor will report to work every day that they are scheduled and will perform work as directed by their supervisor.
3. A bus monitor shall receive sick leave and personal leave in accordance with Article IV, sections A and B of this Agreement.
4. Bus monitors who work four (4) hours or more may enroll in the District medical insurance plan and pay according to Article VI, Health Care Plan.
5. Monitors on Noon Pre-K runs: For the length of this 2015-2018 Agreement the District agrees to assign monitors to pre-kindergarten bus routes from the start of school in fall through end of November. This clause will expire and “sunset” on June 30, 2018 unless it is extended or re-negotiated by the parties.

L. Petty Cash.

The District maintains a petty cash fund for road tolls and gasoline costs. If the unit member gives enough advance notice, money will be available from petty cash.

M. Continuing Education. (Does not apply to mechanic titles)

For Unit members appointed before June 5, 2013: An annual payment of \$1.33 per hour shall be made for approved in-service courses that are taken outside of the normal work hours. Each college credit course is equal to 15 contact hours.

Prior approved degrees and certificates shall be compensated at the rate of:

AS	\$500
BA	\$750
MA	\$1,000

For Unit members appointed after June 5, 2013 there is no payment for approved in-service courses or for having attained an associate's, bachelor's or master's degree.

The District agrees to reimburse \$50 annually to each unit member who completes relevant course work and refreshers for 19-A, which has been pre-approved by the Transportation Supervisor.

Bus drivers are to be paid at their regular hourly rate for time worked on required DMV tests that occur outside of regular working hours.

For unit members required to hold a CDL, when the CDL needs to be renewed, the District will reimburse the unit employee an amount equal to the difference in

cost between a non-CDL and a CDL-B license. Should the unit member leave the employ of the District within one (1) year after appointment, s/he will be obligated to refund the amount of reimbursement paid.

N. Retirement Incentive.

1.
 - a. Unit employees appointed prior to July 1, 2015 who have at least ten (10) years of service with the District and who retire from the District will receive a payment from the District as listed below.
 - b. Full-time unit employees appointed after July 1, 2015 who have at least fifteen (15) years of service with the District and who retire from the District will receive a payment from the District as listed below.
 - c. This payment will be made within sixty -(60) calendar days after the unit member retires.
 - d. The payment:

Bus Drivers & Bus Monitors	\$8,000
Mechanic Titles & Head Bus Driver	\$10,000
2. For purposes of this payment, the term retirement means that the unit employee is at least 55 years of age and is eligible to retire with a service retirement under the terms of the New York State retirement program to which s/he is enrolled, although the unit employee need not be enrolled in the New York State retirement system to be eligible.
3. In addition, this benefit is not available to a unit member who resigns or retires in the face of charges preferred against the unit member seeking discharge pursuant to Article IX of this Agreement. Should it be determined that the unit member did not engage in misconduct and/or incompetence, then this benefit will be available to the unit member.

O. Non-Elective Contributions.

1. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. Contribution Limitations. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non- elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3)

of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971,¹ the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution; and

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System ("ERS") regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

¹**Explanation for TRS Categories:** Under *Education Law § 501(11)(a)*, the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

3. 403(b) Accounts. Employer contributions shall be deposited into the 403b account opened by the district employee. Each individual for whom an employer contribution is made, will designate the specific investment accounts, into which the employer contribution shall be made.
4. Tier I Adjustments. Tier I members with membership dates prior to June 17, 1971. Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
7. Employees that terminate employment with the District for purposes of retirement and who qualify for normal retirement under the Teachers Retirement System or ERS shall receive the same health insurance coverage (or comparable coverage if the District changes providers) as was provided prior to such retirement for a period of time until such time as the calculated value of accumulated, but unused sick leave as determined by Article IV A (N) of the Collective Bargaining Agreement, which sum is to be expended by the District in the payment of health insurance premiums, is exhausted. Such health coverage shall be made available to retirees at the same cost as comparably ranked active employees; however, with the understanding that the retiree is responsible for the full cost of the health insurance premium.
8. Should the retiree die and his/her spouse and/or dependents have been covered under the retiree's health insurance policy, the spouse and/or dependents shall be eligible to remain on the deceased retiree's health insurance plan and shall be able to use any remaining sums pursuant to Section 7 above.
9. Notwithstanding the provisions of Section 7 above, any qualifying retiree who notifies the District, in writing, thirty days before their date of retirement that he or she has post-employment health coverage provided

through another health plan shall not receive the benefit described in Section 7 but shall instead receive a non-elective employer contribution into the retiree's 403(b) account in an amount equal to \$100 for each accumulated sick day pursuant to Article IV A (7) of the collective bargaining agreement, subject to the IRC 415(c) maximum contribution.

10. A qualifying retiree shall not have an option to receive cash for the benefits provided under Sections 7 and 8. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403(b) account of each retiree's choice. However, if the retiree fails to notify the District where to deposit the 403(b) contributions, then the District shall make the contribution into a 403(b) account established through The Legend Group for the benefit of the retiree.
11. Retirement Incentive. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire. The total amount of Employer's Non-Elective Contribution for each eligible employee shall be in accordance with Article (V)(S) and Article IV (A)(7) of the Collective Bargaining Agreement and shall be made in one payment on the 30th day of the month of the employee's retirement. If the amount to be deposited into the 403(b) account exceeds the maximum contribution for the retirement year, the Employer shall defer the payment that exceeds the allowable amount until January 1st of the year following the employee's retirement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment, that the retiree is entitled to under Sections 7 and 8 above. The employer shall deposit the contribution no later than the 30th day of the month following the employee's severance date.

ARTICLE VI Health Care Plan

- A. **Plans and Contribution Rates for Unit Members**
 1. Effective September 1, 2015 or as reasonably soon thereafter as possible, the base plan for unit members will be Blue Point 2 Select \$15 co-pay with a \$0 generic/\$30 preferred brand name/\$50 non preferred brand name prescription drug plan. This is the plan designated as the "District's health insurance plan" referred to below.
 2. In addition, the following optional plans are to be offered:

- a. Healthy Blue \$30/50 co-pay, with \$5/35/70 prescription drug plan
- b. Healthy Blue High Deductible \$1300/2600 plan with \$5/35/70 plan
The District will contribute 100% of the cost of the plan premium; and 100% of the cost of the deductible on the first day of plan enrollment on January 1st, up to the amount of the District's contribution to the health care base plan on behalf of a full-time employee.

Should the full cost of the plan and the full cost of the deductible exceed the district contribution to a full-time employee enrolled in the base plan, then the parties agree that the plan is to be funded first before application of the money to the deductible.

This plan does have a prescription drug plan under which the employee per script co-pay becomes effective after the employee pays the total deductibles. The prescription drug plan is \$5/35/70.

The earliest that a unit member may enroll in the plan is during an open enrollment period which is to occur in November of 2015 with the plan to begin January 1, 2016.

- c. Blue Point 2 Extended with \$5/15/30 drug plan
Effective July 1, 2016 the optional plan of Blue Point 2 Extended Plan with \$5/15/30 prescription drug plan is not to be offered any longer and any unit member in that plan must move to another plan offered by the District.

3. Contribution Rates.

- a. Each unit member who enrolls or who is enrolled in the District's health insurance plan is required to contribute according to the following chart:

Unit Members hired on or after 7/1/2015	11%
Bus Drivers, Bus Monitors, Head Bus Driver and Mechanic Titles hired before 7/1/2015	10%
Senior Automotive Mechanic	15%

- b. Part time school bus drivers and monitors will be eligible to enroll in any NMCMSDP plan offered by the District to the unit and pay the pro-rated amount for coverage based upon the District's contribution to the Blue Point Select plan.

- c. A unit employee who holds a mechanic title must work at least 30 hours per workweek on a regular basis in order to obtain that amount of health care benefits paid for by the District on behalf of a full-time employee.
- d. A unit employee who holds a mechanic title must work at least 20 hours per workweek on a regular basis in order to enroll in the District's health care plan. Employees in this category may obtain a pro-rata share of the District's health care contribution based on the ratio of hours worked to a full-time employee.
- e. As of June 30, 2015 a current bus driver or bus monitor who is eligible for the full District payment toward health insurance will remain eligible for the full District payment toward health insurance even if s/he falls below the threshold of 4.5 hours of work daily for a bus driver and four (4) hours of work daily for a bus monitor.

B. Each unit member is eligible to establish a Flexible Spending Account.

C. An employee may elect to opt out of the health care plan and that employee will receive \$1,500 in lieu of the family plan or \$750 in lieu of the individual plan. This amount shall be pro-rated for any partial year. This election to opt out will operate unless a qualifying event occurs under which the employee is eligible to rejoin the plan. Payment shall be made semi-monthly, semi-annually or at the end of June.

In order to be eligible for the opt-out payment, the unit employee must file with the District, a signed wavier form attached as Appendix A.

D. Where a husband and wife are employed by the District, the District will only be obligated to provide and pay for one family health insurance premium. The District will not be obligated to provide and pay for individual or family insurance coverage for the other spouse.

E. Dental Plan.

The District currently offers a dental care plan under which any eligible unit member may join. Each unit member who enrolls in the dental plan shall pay fifty percent (50%) of the cost of the annual premium by payroll deductions

F. Section 105 Plan (Health Reimbursement Arrangement)

- 1. The District agrees to establish a medical expenses reimbursement plan under Section 105 of the U.S. Internal Revenue Code for the benefit of unit members. Effective January to December each year, the District agrees to contribute the following amounts into each full time unit

member's medical expense reimbursement account who is enrolled in one of the District's offered health insurance plan:

	January 2016 January 2017	January 2018
Bus Drivers, Head Bus Driver and Bus Monitors	\$825	\$850
Mechanic Titles	\$500	\$525

2. Part-time employees will be pro-rated. The District shall pay the cost of plan administration. The Plan shall allow unit members to carry/over any balance in their account into retirement. If a unit member is making her/herself contributions into a medical expense reimbursement account, such money will be used prior to using the District's contribution. Unit members will submit receipts when they wish to receive reimbursement from this Plan. Reimbursement will not be automatic.
3. Unit members who are not enrolled in the District's health insurance plan and for those Unit Members enrolled in the Healthy Blue High Deductible \$1300/2600 Plan will receive a cash payment equal to the HRA contribution each January.
4. The District will issue debit cards for use with the HRA within a reasonable period of time following the approval of the 2015 – 2018 agreement.
5. Unit Members are permitted at least once per year the opportunity to opt out of the IRC Section 105 Plan (HRA). The waiver form is attached as Appendix B.

G. Affordable Care Act Compliance

Upon request of the District, Parties will promptly meet and negotiate before "Cadillac Tax" goes into effect.

**ARTICLE VII
Assignments**

A. Extra Trips.

1. Regular contract drivers will be assigned all extra trips in rotation by seniority.

2. When the trip list is exhausted, the trip will be posted with a window of opportunity for drivers to sign up for this trip. The trip will then be given to the most senior driver on this sign up sheet. The sign up sheet will also have a cut off date as to when the Transportation Supervisor must have drivers sign up for said trip.
3. Extra trips are defined as trips where more than seven (7) students are being bused for extra curricular activities. This definition shall not include organizations, which are not affiliated with the school, such as boy/girl scouts, town recreation, 4-H and little league.
4. Extra Trip Assignments shall be assigned from lists of drivers requesting these trips. Two separate lists will be maintained:
 - a. A list will be established for extra tips related to Regular School and BOCES instructional programs that will occur during and within the regular school day. This list will be referred to as the "Daytime Trip List".
 - b. A list will be established for all other trips not included on the Daytime Trip List. Among the trips included on this list will be after-school trips; transportation for athletic activities; weekend and overnight trips. This list will be referred to as the "After-School Trip List".
 - c. Elementary swim trips will be paid at the driver's hourly rate, but assigned by seniority.
 - d. School personnel other than bus drivers will not transport students in any vehicle where more than seven (7) students are being transported. This means any trip over seven (7) students – two (2) vehicles may not be used for any number greater than seven (7).
5. Drivers who are assigned extra trips will give the adult in charge of the extra trip their cell phone number so they can be reached if they are going to leave the location of the trip. Drivers will only go a reasonable distance from the location of the trip during the time they are waiting to take the students back to the District.
6. The Head Bus Driver will not be assigned extra trips.

B. Vacancies.

If any regular driving assignment is vacated during the school year or if a new driving assignment is established during the school year, the information will be posted. The vacancy will be assigned by the transportation supervisor on a

temporary basis with a contract until the following August when the route will be offered for permanent assignment. All bus drivers will be notified by letter, if time permits, regarding any vacancies to be discussed at the August meeting. The most senior driver interested in the permanent assignment will be given preference. The District will pay bus drivers for attendance at the August bid meeting to the closest fifteen (15) minute interval at the regular hourly rate.

If a mechanic position is vacated, or if a new mechanic type position is established, a job vacancy announcement will be posted in the bus garage in addition to other places in the District.

If the head bus driver position is vacated, the job vacancy announcement will be posted in the bus garage in addition to other places in the District.

- C. If a driver refuses a trip assigned to him/her from the extra trip lists and has not taken a sick, family, or personal day on that day, he/she will lose the next assignment on the seniority list. This paragraph refers only to the initial monthly trip list and excludes "write-in" trips that are assigned on a short notice basis.

A driver may refuse one assigned trip per month during the regular school year without penalty. Adequate notice must be given to the transportation supervisor so that a substitute may be found.

- D. A bus driver that changes from a special run or half run to a double run will be paid the salary paid to a driver of a similar double run with equal years of seniority.
- E. The Transportation Supervisor shall establish a seniority list for transportation. A master list of substitute drivers will be available on request every six weeks for the President of the Association. The Association Secretary shall receive names and addresses for all new transportation employees and be notified of terminations.

The District will maintain a seniority list for mechanic titles.

- F. The summer school run, the swim shuttle run, kindergarten runs, and any other subsequently established shuttle runs will be assigned pursuant to normal seniority practice in the District.

A summer run substitute list will be established of regular contract drivers who are interested in subbing on these runs. Substitute drivers will first be taken from this list before offering the work to others.

- G. One unit member will be placed on the District health and safety committee.

H. If an administrator asks a unit member to come to the office concerning a problem, he/she may request a representative of the association to accompany him/her.

I. Changes in Runs, Shuttles, Special Runs

When the District abolishes or substantially changes a regular run, a shuttle or a special run for a regular bus driver and the bus driver has not signed up for extra trips during that school year, the bus driver may immediately be considered for extra trips upon his/her indicating an interest in writing.

J. Pre-Kindergarten Runs

Pre-K runs will be posted and bid on by unit members by seniority each August.

When a driver gives at least 24 hours advance notice to the Transportation Supervisor that the driver is not able to drive the Pre-K run, the opportunity to substitute on this Pre-K run will be posted on the board offering the driving opportunity to unit members. Should more than one unit member be interested in the driving opportunity, it will be first offered on the basis of seniority of those interested. When less than 24 hours advance notice is given to the Transportation Supervisor, s/he may assign to any interested bus driver.

**ARTICLE VIII
Personnel Files**

Any unit member has the right to review his/her personnel files subject to the following conditions and exceptions:

- A. An employee must first make an advance appointment with the school district business manager or her designee to review the personnel file. This appointment will generally be scheduled within two (2) working days of the employee's request or at a mutually agreeable time. The District will generally provide for review of the file on the same day as the employee's request when the request is made during regular business hours.
- B. Anonymous documents concerning complaints with regard to the conduct of a unit member will not be placed in his/her personnel file.
- C. The personnel file shall be kept in the district offices, except for that portion of that file which is required under Motor Vehicle and Traffic Law §19A which shall be kept by the transportation supervisor or the person designated by the transportation supervisor.

- D. Unit members will be notified when a document considered adverse to the unit employee is placed in the personnel file.

In the case a document considered adverse is placed in the employee's personnel file, the unit member will be afforded an opportunity to respond in writing to this adverse document. Such a written response must be made within 30 calendar days after the adverse document is placed within the personnel file of the unit member.

- E. Unit members have the right to have a representative review the file with them. The District has the right to have a representative present while said review is occurring.

ARTICLE IX Grievance Procedure

Section A. - Declaration of Purpose

IT IS THE PURPOSE of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of employees through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal.

Section B. – Definitions

1. A Grievance is a complaint by an employee that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
2. The term Supervisor shall mean the administrator or supervisor responsible for the area in which an alleged grievance arises. This person is normally not the Superintendent, but under certain conditions can be the Superintendent.
3. Association shall mean the Marcus Whitman Bus Drivers' Association.
4. The grievant shall mean any person or group of persons in the negotiating unit filing a grievance.
5. Grievance Committee is the committee created and constituted by the Association.

Section C. – Procedures

1. Each grievance shall include the name and position of the aggrieved party, the identity of the provision of law, the portion of this agreement, policies, etc., involved in the said grievance, and the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the Association.
3. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances shall be done with reasonable effort to avoid interruption of work.
5. The District and the Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
7. Grievance forms will be jointly developed. The Superintendent shall then have grievance forms printed and distributed to facilitate operation of the grievance procedure.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The reason for the exclusion of these materials is to remove the prejudicial effect of finding grievances in an employee's personnel file, prejudging whether or not the employee is a good employee based solely on whether s/he files grievances.

Where the result of a grievance, either by an award of an arbitrator or by a resolution short of an arbitrator's award, constitutes employee discipline, which has been upheld or unchallenged, this award or agreement may constitute a personnel record, which may properly be placed in the personnel file.

9. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, which 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.
10. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
11. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other forum, except as set forth in Stage 4, arbitration.

Section D. – Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is filed at the first available stage within sixty (60) workdays after the employee knew or should have known of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section E. – Stages of the Procedure.

Stage 1: Supervisor/Building Principal

- a. An employee having a grievance (“grievant”) will discuss it with his supervisor/building principal, either directly or through a representative, with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor/building principal. Within five (5) workdays after the written grievance is presented to him, the supervisor/building principal, shall render a decision thereon, in writing, and present it to the employee, and the Association President.

Stage 2: Superintendent

- a. If the employee or the Association determines that the grievance has merit then it will file a written appeal of the decision at Stage 2 with the Superintendent within twenty (20) work days after the employee has received the Stage 1 decision. Copies of the Stage 1 decision shall be submitted with the appeal.
- b. Within seven (7) work days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a meeting with the employee and representatives of the Association to discuss the grievance.
- c. The Superintendent shall render a decision in writing to the employee and the representative of the Association within seven (7) work days after the conclusion of the meeting.

Stage 3: Board of Education

- a. If the matter remains unresolved with the decision at Stage 2, the grievant and the Association will file an appeal in writing with the Board of

Education within fifteen (15) work days after receiving the decision at Stage 2.

- b. The Board of Education will, in executive session, hold a meeting on the grievance at the next regular Board of Education meeting to be held after receipt of the appeal or the Board may set a special meeting to be held in executive session on the grievance within fifteen (15) days after its clerk receives the appeal on the grievance. At the Board stage the Association along with the Superintendent or his representative will present its case to the Board.
- c. Within fifteen (15) workdays after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 4: Arbitration

- a. In the event that the Association is not satisfied with the Stage 3 decision, it may submit the grievance to arbitration by filing a demand for arbitration with the Board of Education and the American Arbitration Association within fifteen (15) work days of the decision at Stage 3. The demand will also request that the American Arbitration Association submit a panel of arbitrators so that a single arbitrator may be selected by mutual agreement in accordance with the rules and regulations of the American Arbitration Association.
- b. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- c. By mutual agreement of the District and the Association, more than one grievance may be submitted to the same arbitrator.
- d. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or in violation of the terms of this agreement.
- e. The arbitrator's award shall set forth findings of fact, reasons and conclusions on only that issue submitted for determination.
- f. The arbitrator shall have no power to alter, modify, add to, or subtract from the specific provisions of this agreement.
- g. The decision of the arbitrator shall be binding.
- h. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE X
Discharge or Suspension Hearing

(Note: this Article applies only to regular bus drivers, head bus driver and mechanic titles)

- A. No unit member who has successfully completed his/her probationary term shall be disciplined or discharged without cause.
- B. The procedures and rights established here completely replace the procedures and rights found at Sections 75 and 76 of the New York Civil Service Law.
- C. These procedures and rights do not apply to probationary employees who do not enjoy these procedures and rights.
- D. Procedure:
 - 1. Should the Superintendent of Schools prefer charges which would result in discipline and/or discharge against a covered unit employee any such charges are to be in writing and signed and dated by the Superintendent. Any such charges are to be served upon the unit member by personal delivery or by certified or registered mail, return receipt requested. The charges are to include the terms of any penalty sought by the Superintendent.
 - 2. Within five (5) business days after the unit employee has been served with any such charges, the employee may accept the penalty imposed in the charges or the employee may requested in writing to the Clerk of the Board of Education that he/she desires to invoke arbitration of the matter in accordance with the grievance procedure at Stage 4, arbitration.
 - 3. The unit employee [or his/her representative] and the Superintendent [or representative] are to attempt to agree upon the selection of a mutually agreeable arbitrator within five (5) business days after the District receives notice from the employee that arbitration has been invoked to hear the matter. Should there be no mutual agreement upon the "selection" of an arbitrator, one or both of the parties may file a demand for arbitration with the American Arbitration Association and seek a list of arbitrators in accordance with the selection process of the American Arbitration Association.
 - 4. To the extent not inconsistent with the terms of this article, the provisions in Stage 4, Arbitration found in the grievance procedure in this Agreement are to govern arbitration of discipline and discharge cases.

5. At the arbitration hearing, the unit employee may be represented by a person or persons of his/her choice and is entitled to ask questions of witnesses and to cross-examine witnesses and to offer either proof and argument on his/her behalf.
 6. After the close of the hearing, the arbitrator shall be requested to render a decision in this matter within fifteen (15) business days after the close of the hearing. The decision shall be in writing to the unit employee, his/her representative and to the Superintendent.
 7. The Superintendent reserves the right to suspend a unit employee with or without pay. The Superintendent may initially only suspend a unit employee for no more than thirty- (30) days without pay. After any such unpaid suspension, the unit employee is to be returned to paid status until the matter is resolved.
- E. Representation
A unit member who at the time of questioning appears to be a potential subject of disciplinary action shall have a right to representation by the Association. If representation is requested, a reasonable period of time shall be afforded to obtain such representation. If the unit member is unable to obtain representation within a reasonable period of time, the District has the right to then question the unit member.
- F. This Article is effective upon the signing of this Agreement and is not retroactive. This article has no application to substitute drivers nor to bus monitors.
- G. Bus Monitor Termination
The District agrees to provide reasons for a bus monitor's termination upon request. While the District has the right to terminate a bus monitor in a situation of a "bad fit" with the student(s) served, when so terminated the monitor may be considered for other vacant monitor positions upon application.

ARTICLE XI

Layoff and Recall

A. Competitive Class Employees

For Competitive class civil service positions, the New York Civil Service Law and pertinent rules and regulations are to govern layoff and recall and there is no resort to the grievance procedure and arbitration provisions of this Agreement as to competitive class civil service positions in a layoff and recall situation.

B. Non-Competitive and Labor Class Employees

1. Seniority shall be defined as length of continuous service with the Employer, not counting substitute service. In the event of a layoff, subject to the applicable provisions of the New York Civil Service Law and Yates County Civil Service Rules, employees shall be laid off on the basis of seniority, such employees with the greater seniority being the last laid off. By written notice to the Employer within ten (10) working days after layoff, laid-off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority in the same layoff unit in the next lower occupied job title in direct line of promotion to the job from which he is being displaced. If there are no lower level occupied positions in direct line of promotion, he shall displace the incumbent with least seniority (and less than him) in a position in the same layoff unit in which he last served on a permanent prior basis, if his service was satisfactory, and if the position is in a low salary grade than the position from which he is being displaced. Except as provided in the following paragraph nothing in this Article shall be construed to permit a part-time employee to displace a full-time employee. (A full-time employee shall be an employee regularly working 20 hours or more per week). Recall shall be in the inverse order of layoff.
 2. Consistent with the Civil Service Law and the Yates County Civil Service Rules and Regulations, employees will be maintained on the recall list for four (4) calendar years from the effective date of layoff; or until the employee has been offered and rejected recall to a job at the District or has otherwise failed to respond. Failure to respond constitutes a rejection of the offered position after which the employer has no further obligation with regard to retention of the employee's name on the recall list.
 3. Unit employees shall accrue seniority in their respective positions on the basis of number of months of continuous service.
 4. Continuous service shall be defined as the last period during which an employee has continually had seniority. Subject to the New York Civil Service Law, an employee shall lose his seniority only upon the following:
 - a. Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law).
 - b. Discharge
 - c. Retirement
 - d. Refusal of a recall to employment
 - e. Layoff for a period exceeding one (1) year
- C. The relative seniority of two or more employees appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing

officer, or if that be the same, then by lot. All competitive class employees hired on the same date shall have their relative seniority determined by their rank on the Civil Service list. To break ties with regard to seniority date, the names of the employees who are tied will be put on small pieces of paper which will be placed in a hat or other suitable container and the Union President or Superintendent will alternatively pull out of the hat the names, the first name being pulled out is the employee with more seniority than the next pulled out. This procedure will be followed until no more names are left in the hat.

ARTICLE XII
Benefits That Apply Only to Mechanic Titles and Head Bus Driver

A. Paid Holidays

The following days are paid holidays for 12-month Mechanic Titles & Head Bus Driver:

New Year's Day	Independence Day	Friday After Thanksgiving
Martin Luther King Jr. Day	Labor Day	Christmas Eve Day
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veterans' Day	New Year's Eve Day
Memorial Day	Thanksgiving Day	

Holidays that fall on Saturday or Sunday will be taken on Friday or Monday, whichever day that school is not in session.

B. Vacation Leave

1. Vacation leave with pay will be granted to 12-month employees with mechanic titles according to the following schedule:

After 1 year of service	7 work days
After 2 years of service	15 work days
After 8 years of service	18 work days
After 14 years of service	20 work days
After 25 years of service	25 work days

2. Vacation requests of five (5) or more days in a row must be made and received by the Transportation Supervisor at least one (1) workweek prior to the first date of such leave, except in cases of emergency.

3. Vacation requests of four (4) or less days in a row (this includes requests to take 1 day of vacation) are to be made with notice of two (2) working days or more in advance to the Transportation Supervisor (except in cases of emergency). When a request is made with less than two (2) workdays of prior notice to the District, the Transportation Supervisor may grant or deny this request and his decision on the matter is final and not subject to the grievance procedure.
4. In the event that the employee makes a subsequent change in his vacation request, such change shall be made with the permission of the District subject to staffing considerations.
5. Employees will be allowed to carry over five (5) vacation days, which remain unused at the end of the work year. No unit member (except those with more than 25 years of service) may accumulate more than 25 vacation days to the employee's credit. Unit members with more than 25 years of service may accumulate up to 30 vacation days to the credit of the employee.
6. Twelve (12) month Mechanics will have the option to carry over five (5) vacation days, or to be paid for up to five (5) vacation days, which remain unused at the end of the work year. A combination of some of the five (5) days being paid out and some of the five (5) days being carried forward to the next work year is permissible.

C. Uniforms/Clothing (Does not apply to head bus driver)

The District will provide a uniform service, which will include 11 uniforms. The District agrees to provide reimbursement of up to \$225 per work year for safety shoes. A receipt is required for this reimbursement.

D. Tuition Reimbursement

Employees in the unit who hold mechanics' titles are eligible to take college courses or other educational programs with the tuition costs reimbursed or defrayed, if they obtain the advance approval of the Superintendent or designee for this coursework, and successfully complete the course. The course work must be relevant to the mechanic's work assignment. If the mechanic successfully completes this coursework, the mechanic is to be reimbursed for the cost of the coursework up to no more than the rate of part-time graduate study measured at SUNY Brockport rate. The employee must submit an official transcript of the coursework in order to receive the reimbursement.

E. Workers Compensation Case

Absence due to injury or illness as a result of an on the job injury which has been accepted as a workers compensation case by the Workers Compensation Board shall not be charged against the employee's sick leave. If an employee is on workers compensation leave as a result of an on the job injury, the District will pay the employee the difference between the workers compensation award and the employee's regular weekly wages for a maximum period of one (1) year.

All monies received from the compensation carrier by the employee shall be turned over to the school district business office, except for awards for loss of limbs, permanent disability or death.

F. Compensatory Time

Unit members may take compensatory time in lieu of overtime compensation when they are assigned more than 40 hours of work in any seven (7) day workweek during the pay period. Compensatory time is paid at the rate of one and one-half of paid time for every hour of approved overtime.

Reasonable notice should be given to the Transportation Supervisor of the unit member's intention to take compensatory time off, so that the District can schedule work projects. In normal situations the employee should give twenty-four (24) hours notice, but if the time is to be used to extend a vacation or for the use of over more than one day, longer notice will be provided when possible. There is a limit of 180 hours (120 hours of actual overtime) of compensatory time, which may be accumulated by any unit member in any one (1)-work year.

If the compensatory time has not been used by June 30th of each work year, the unit employee may carryover no more than 32 hours of compensatory time from one work year to the next; and the District will pay the unit member for any remaining compensatory time to the employee's credit at the rate of pay of time and one-half for every hour worked as approved overtime.

G. Work Schedule

The Transportation Supervisor assigns full-time mechanics to work shifts consisting of 8.5 hours in length consisting of 8 hours of paid work time and a half-hour unpaid lunch period.

The full-time workweek for mechanic titles is five (5) consecutive days of work beginning on Monday and ending on Friday.

Mechanic titles are required to report on emergency closing days. Unless the employee is needed, s/he may take personal or vacation leave during emergency closing days, if the employee has such leave to his/her credit.

With regard to the combination position of mechanic's helper/bus driver, the incumbent's bus driving duties to no more than 4.5 hours per workday. This position is not eligible for extra trips, summer runs and extra "runs" that occur during the middle of the day, except in exceptional circumstances of need. The incumbent of this position may bid on routes, up to 4.5 hours per day in August according to Article VI (B).

H. Head Bus Driver.

The Article XII, benefits apply to the Head Bus Driver, except for Section C. Uniforms, which does not apply.

Article XIII Head Bus Driver Items

- A. The head bus driver will not evaluate or discipline other bus drivers.
- B. If a current Marcus Whitman bus driver is hired for the head bus driver position he/she may take a one year leave of absence from his/her current position until the Civil Service exam is given for the head bus driver and results are known. If the person initially selected and appointed as a provisional appointment is not reachable after taking the Civil Service test, he/she may return to her/his former position as a bus driver.
- C. If a current Marcus Whitman bus driver is hired for the head bus driver position, he/she shall not lose his/her accumulated seniority as a bus driver and shall be able to displace a bus driver with lesser seniority should the head bus driver position be eliminated or reduced to part-time. He/she shall also keep any accumulated sick & personal days earned as a bus driver.
- D. If a current Marcus Whitman bus driver is hired for the head bus driver position, for vacation purposes in accordance with Article XII, Benefits that Apply Only to Mechanic Titles, paragraph B, Vacation Leave, that person's years of service worked as a bus driver shall not count toward their years of service for determining amount of vacation leave.
- E. If a current Marcus Whitman bus driver is hired for the head bus driver position, for longevity purposes in accordance with Article V, Wages and Salary, paragraph K, Longevity Payments/Career Increment Payments, that person's

years of service worked as a bus driver will count toward determining any longevity payments.

**ARTICLE XIV
Duration of Agreement**

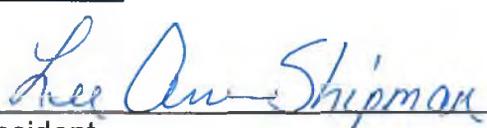
This agreement shall be in effect, commencing July 1, 2015 and terminate June 30, 2018.

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

Gorham-Middlesex Central School District

Marcus Whitman Bus Drivers'
Association

By 
Superintendent

By 
President

Dated 8-19-15

Dated 8-21-15

The Marcus Whitman Central School District, Rushville, New York, does not discriminate on the basis of sex in the educational programs or activities that it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs, course offerings and student activities.

The district official responsible for the coordination of activities relating to compliance with the Title IX is Cheryl Wagner. This official will provide information including complaint procedures to any student or employee who feels that his/her rights under Title IX may have been violated by the district or its officials.

APPENDIX A

WAIVER OF RIGHT TO ENROLL IN A HEALTH CARE PLAN OFFERED BY THE DISTRICT

On behalf of myself and my eligible dependents (if any), I acknowledge that the Gorham-Middlesex ("Marcus Whitman") Central School District has offered me the opportunity to enroll in its medical insurance plan (s) and I hereby waive enrollment in the employer/school district medical insurance plan(s) at this time for the following reason:

- I am covered under another plan as a spouse or a dependent
- I have coverage through a plan offered through an Exchange
- I am covered by Medicare, non-group, or a Veterans program
- I am covered under another plan sponsored by a second employer

In declining to participate in the employer/district medical insurance plan at this time due to other health coverage listed above, please provide the following information:

Print Subscriber Name:

Carrier Name:

Group/Policy Number:

Even though you are declining enrollment at this time, you will be able to enroll in the school district's medical insurance plan(s) during the plan(s)' future open enrollment periods if you remain eligible for insurance through the school district. In addition, you may be able to enroll at other times during the year if you experience a qualifying change in family status such as the birth or adoption of a child, a marriage or divorce, or the loss of other coverage.

I further understand that I may be entitled to an annual stipend based on my decision not to receive health benefit coverage from the school district, the details of which are described in the collective bargaining agreement between the Gorham-Middlesex ("Marcus Whitman) Central School District and the Marcus Whitman Bus Drivers' Association.

Print Employee's

Name: _____

Date: _____ Employee's Signature: _____

I affirm that the assertions made by me in this form are true and complete to the best of my knowledge.

Date: _____ Business Administrator's

Signature: _____

Appendix B

**HEALTH REIMBURSEMENT ARRANGEMENT:
OPT OUT FORM/ALSO KNOWN AS/
WAIVER OF HEALTH REIMBURSEMENT ARRANGEMENT (HRA)**

I, _____ (print name), acknowledge that I am eligible for receipt of the funds in a health reimbursement arrangement (HRA) by virtue of this benefit being in Article VI, Health Care Program, Section F. Health Reimbursement Arrangement in the collective bargaining agreement for a bargaining unit that includes me at the Gorham-Middlesex (Marcus Whitman) Central School District; and I am, by my signature below, opting out of the HRA and I waive and forego future HRA reimbursements.

Date: _____ Signature*: _____

Date: _____ Business Administrator's
Signature: _____

