

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: **West Genesee Central School District and West Genesee Bus Drivers Union, SEIU, Local 200 United (2004)**

Employer Name: **West Genesee Central School District**

Union: **West Genesee Bus Drivers Union, SEIU**

Local: **200 United**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **6474**

Unit Size: **77**

Number of Pages: **28**

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 / 6474

AGREEMENT BETWEEN THE
WEST GENESEE CENTRAL SCHOOL DISTRICT
AND THE
WEST GENESEE BUS DRIVERS' UNION

July 1, 2004 - June 30, 2007

RECEIVED

NOV 22 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

ARTICLE I	AGREEMENT	1
ARTICLE II	RECOGNITION AND UNCHALLENGED REPRESENTATION	1
ARTICLE III	BUS DRIVER RESPONSIBILITIES	2
ARTICLE IV	MANAGEMENT RIGHTS	2
ARTICLE V	UNION SECURITY	3
ARTICLE VI	USE OF FACILITIES AND UNION RIGHTS.....	3
ARTICLE VII	PROBATIONARY PERIOD	4
ARTICLE VIII	RETIREMENT PLAN	5
ARTICLE IX	MEDICAL EXAMINATION	5
ARTICLE X	LEAVES.....	5
ARTICLE XI	ROUTE ASSIGNMENTS.....	7
ARTICLE XII	EXTRA TRIP ASSIGNMENTS.....	8
ARTICLE XIII	IN-SERVICE TRAINING.....	10
ARTICLE XIV	SUMMER EMPLOYMENT.....	11
ARTICLE XV	LIABILITY.....	11
ARTICLE XVI	INSURANCES.....	11
ARTICLE XVII	SNOW DAYS.....	12
ARTICLE XVIII	EMPLOYMENT SECURITY.....	12
ARTICLE XIX	NO STRIKE.....	13
ARTICLE XX	GRIEVANCE PROCEDURE.....	14
ARTICLE XXI	SENIORITY.....	15
ARTICLE XXII	WAGES.....	16
ARTICLE XXIII	HOLIDAYS - VACATIONS.....	17
ARTICLE XXIV	SAFETY AWARD.....	18
ARTICLE XXV	LONGEVITY.....	18
ARTICLE XXVI	EDUCATIONAL BENEFITS.....	19
ARTICLE XXVII	TAYLOR LAW REQUIREMENT.....	19
ARTICLE XXVIII	ENTIRE AGREEMENT.....	19
ARTICLE XXIX	DURATION OF AGREEMENT.....	20
ADDENDUM	RETIREMENT PLAN.....	21
ADDENDUM	HEALTH INSURANCE WAIVER.....	22

ARTICLE I
AGREEMENT

This Agreement is between the West Genesee Central School District Superintendent (hereinafter referred to as the Superintendent”, “District” or “the Employer”) and the West Genesee Bus Drivers and Attendants of SEIU Local 200 United (hereinafter termed “the Union”) and is entered into in good faith by the parties hereto and shall be binding upon them and their successors for the term of this Agreement.

ARTICLE II
RECOGNITION AND UNCHALLENGED REPRESENTATION

Section 1

The District recognizes the West Genesee Bus Drivers Union, Division of Local 200 United, Service Employees International Union, AFL-CIO, as the sole and exclusive collective bargaining representative with respect to wages, hours, administration of grievances and other terms and conditions of employment for all bargaining unit employees.

Section 2 Definitions

1. Full-time employees are those who regularly work twenty-seven and one half (27 ½) or more hours per week and are on written annual notice.
2. Part-time employees are those who work at least twenty (20) and up to twenty-seven and one half (27 ½) hours per week and are on written annual notice.
3. Hourly employees are those who work on an hourly rate.
4. Bus driver attendants are employees who assist the bus driver on the runs which require the transportation of handicapped and/or Special Education children.

Section 3

The District recognizes the Union as the exclusive representative for the purpose of collective bargaining for bus drivers and bus driver attendants. All other employees of the school District are excluded from this recognition.

ARTICLE III
BUS DRIVER RESPONSIBILITIES

Section 1

The safe transportation of students to and from their points of distribution is the foremost responsibility of a school bus driver.

Section 2

Bus drivers are required to comply with and drive according to the traffic laws of New York State and any regulations as set forth by the District.

Section 3

Each driver will be required to check his/her bus prior to each trip to make certain that the vehicle has a sufficient amount of fuel. The driver is to record the fuel and oil used, make out mileage slips and repair requests, and sweep the floor of the vehicle once daily. On an overnight field trip a bus driver will be responsible for checking gas, oil and water. The District reserves the right to require bus drivers to perform these duties (i.e., oil, water, fuel) on a daily basis.

Section 4

Drivers will see that no person, other than assigned students, ride a school bus unless they are employees of the School District assigned to drive or supervise by the Transportation Director or unless they are officially assigned chaperones.

Section 5

Notification of absence must be received in the Transportation Department, by the dispatcher at least one (1) hour before the bus driver's scheduled run, in order to be eligible for compensation for that time.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1

The District has the right to direct its employees, including the right to hire, promote, demote, transfer, discipline and discharge, provided none of these functions of the District shall be exercised except as limited or modified by this Contract or the laws of the State of New York including the regulations of the Department of Transportation, the Motor Vehicle Bureau, the Education Department or the Federal Government.

Article IV (cont'd)

Section 2

If any provision of this Agreement or any application of the Agreement 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 will continue in full force and effect.

Section 3

The District has the authority granted on the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) (with revisions) relative to the contracting (or subcontracting) of transportation services.

ARTICLE V UNION SECURITY

Section 1

The District agrees to deduct from the wages of the employees covered by this Agreement, in accordance with the terms of the signed authorization to do so, the membership dues as designated by the Union for membership therein. The dues deduction and scholarship assessments authorization may be withdrawn by the employee at any time, but this must be in writing and a copy available for the Union.

Section 2

The Union shall certify to the Superintendent, in writing, the current rate of the membership dues for payroll deductions. The Union shall give the Superintendent thirty (30) days written notice prior to the effective date of any rate changes in the dues.

Section 3

The District will deduct, on a bi-weekly basis, the amount of dues authorized according to Section 1 and shall transmit the total amount collected to the Union, along with a list covering same, by the 15th of the following month. The District shall not be liable for the dues monies collected once they have been paid to the Union.

Section 4

Effective September 1 of each year, the employer will supply to the Union a complete list of bargaining unit employees including their date of hire, classification and address.

Section 5

The District has the authority granted on the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act) (with revisions) relative to the contracting (or subcontracting) of transportation services including their date of hire, classification and address.

ARTICLE VI
USE OF FACILITIES AND UNION RIGHTS

Section 1

The District agrees that the facilities of the School District shall be available for Union meetings when such use does not interfere with any work schedule, or scheduled events or involve any cost to the District. The Superintendent shall be furnished a request for the use of school facilities in writing at least twenty-four hours in advance of the requested date. The Superintendent shall designate the facilities to be used.

Section 2

The Transportation Director agrees to provide a bulletin board and designate its location for the exclusive use of the Union for the purpose of posting communications to its membership provided, however, that their content is not derogatory and is related to the Union business such as Union meetings, elections, scholarship announcements, etc.

Section 3

A Union representative may have access to the premises for the purpose of processing a grievance, explaining Union membership services and/or programs. The Union staff representative shall notify the Transportation Director of his presence and desire to visit the premises and shall arrange such visits so as not to interfere with the duties of any employee on the premises.

Section 4

The District will have payroll deductions for those items granted other employees of the district with employee authorization. The list of payroll deductions available will include the SEIU Benefit Trust and a Section 125 Plan extended to other employee groups.

ARTICLE VII
PROBATIONARY PERIOD

New employees in the bargaining unit shall be eligible to receive full contractual benefits thirty (30) workdays after the commencement of their employment.

The probationary period for all employees shall be in accordance with the Civil Service regulations.

Permanent appointment to the staff will be reviewed and evaluated by the immediate supervisor and by the Superintendent or Superintendent's designee. If the conduct or performance of the employee is not satisfactory during the employee's probationary period, the employee may be dismissed upon notification in writing. One copy of the dismissal letter will be forwarded to the union representative.

ARTICLE VIII
RETIREMENT PLAN

The 1/60th Improved Plan effective April 1972 shall be paid for by the District to the New York State Employees Retirement System for the eligible employees covered by this Agreement who elect to join same (See addendum for detailed breakdown of this Retirement System plan).

ARTICLE IX
MEDICAL EXAMINATION

1. Every bus driver will be required to have a medical examination each year as prescribed by the Superintendent or New York State Law.
2. A bus driver attendant may be required to have a medical examination. The examination will include a tubercular test and/or chest X-ray prior to the start of employment and as required thereafter. Such examinations are for the protection of the students. They are not intended to be, or should they be, a substitute for a medical examination. Medical examinations performed by the school physician will be paid for by the District. If one prefers to have his/her own doctor perform the physical, the District will pay the individual the standard examination fee it pays the District doctors.

ARTICLE X
LEAVES

Section 1 Sick Leave

1. Employees will be allowed one and two-tenths (1.2) days of sick leave for each month of employment. Unused sick leave may be allowed to accumulate on the basis of average number of hours worked each month on a daily basis (example - if employee is working four hours per day, accumulation is on the basis of four hours per day). Actual usage will be charged on the basis of average number of hours worked for those days working during the twenty (20) work days prior to the sick day. Sick leave shall be allowed to accumulate to a total of one hundred fifty (150) eight hour days or a total of one thousand two hundred (1,200) hours.
2. Effective 1 July 1985 substitute drivers will not be eligible for sick leave credits.

Section 2 Leave for Sickness or Death in Family

1. Employees will be allowed five (5) days of absence per school year without loss of pay on account of critical illness or death in the immediate family.
2. Part-time employees will be allowed this benefit on a prorated basis.
3. The days allotted above shall be deducted from accumulated sick leave.
4. Immediate family shall include son, daughter, husband or wife, mother, father, mother-in-law, father-in-law, sister or brother, grandparents, grandchildren or person occupying the position of parent.

Article X (cont'd)

5. One (1) day to be deducted from accumulated sick leave shall be allowed for absence due to death of an uncle, aunt, cousin, nephew, niece, grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law and when serving as pallbearer.

Section 3 Personal Leave

1. Employees may use up to three (3) days per year of personal leave without loss of pay provided it is used only for the following specific reasons:
 - a. Attorney, mortgage, or realtor's office.
 - b. College graduation for immediate family (one (1) day per incident).
 - c. Marriage in immediate family (one (1) day each).
 - d. Presence requested by government agency (actions against the District or between the parties are excluded).
 - e. Special religious holidays.
 - f. Personal disaster (physically unable to report for duty).
 - g. Personal business (not for recreation).
 - h. Unused personal leave will be added to the accumulated sick leave.
2. Part-time employees will be allowed this benefit on a prorated basis.

Section 4 Jury Duty

Any employee covered by this agreement, called to jury duty, shall be paid his/her regular wages for the day(s) and (s)he shall return to the District the per diem rate allowed by the court. If the jury duty per diem rate is greater than the employee's regular pay, the employee shall keep the difference. Additionally, no employee shall remit to the District amounts paid for meals, transportation, lodging or any other attendant expenses.

Section 5 Other Leaves of Absence

Any employee wishing to apply for a leave of absence without pay must do so in writing, to the Board of Education through the Superintendent. The reason for said leave must be specifically noted in the request. The Board of Education shall rule on each request for leave and shall establish a reasonable policy for same. Seniority shall not accrue for any leave over thirty (30) days duration. A driver, upon return from an approved leave, shall be assigned the same number of hours as (s)he had prior to going on leave. If on leave less than thirty (30) days, driver shall be given his original assignment.

Article X (cont'd)

Medical leave shall be granted upon furnishing proof, up to one (1) year, including use of accumulated sick leave. District may require another medical opinion and shall pay for same.

ARTICLE XI
ROUTE ASSIGNMENTS

A. Each year the District shall establish three (3) basic routes. Basic routes are the combination a.m. and p.m. routes, Noon run, and detention (late) run. Any other runs are extra work assignments. After establishing such routes, the District shall notify all drivers, who are entitled to bid on them on a seniority basis, with the most senior driver receiving his/her assignment preference.

If a basic route is discontinued or combined once it has been bid, the affected driver(s) seniority shall be respected. The displaced driver(s) shall be allowed to replace the least senior driver(s) assigned to a basic route.

B. After the basic routes have been assigned pursuant to the seniority bidding process, all additional runs (except "handicapped") shall be put up to seniority bid, with the most senior driver receiving his/her preference. In the event a run is not bid on, it shall be assigned to a driver in reverse order of seniority.

C. For "handicapped" runs, the transportation supervisor shall assign the required drivers from the number who have received the required training and have bid on the assignment. Seniority will be given consideration in the selection process.

D. Any driver who loses a basic route assignment during the school year once it has been assigned shall be given written notice of its loss as soon as possible (i.e., termination, abolition, serious illness), a copy will also be sent to the Divisional President.

E. If basic routes are established or vacated during the course of the year after assignments have been made, notice of the basic route and its compensation (proposed or established) shall be posted on the garage lounge bulletin board for a period of five (5) working days with a copy given to the Divisional President simultaneous to its posting. Drivers shall be entitled to bid on the assignment so long as the basic route doesn't interfere with their other assignments. The most senior driver bidding shall receive his/her preference, except under the circumstances described below.

F. If a basic route is abolished during the course of the year, the driver of that route who suffers the loss shall be given the opportunity to resume that route, without bidding, should it be subsequently re-established later that year. In cases where there are more displaced drivers than routes available, seniority preference shall prevail.

In the event that a route is abolished or reduced, causing the employee to suffer a loss in their cost of participation in the district health insurance program, the district will continue its level of contribution to the employees health insurance premium in effect at the time the route was bid for the remainder of that school year.

Article XI (cont'd)

G. On a scheduled deviation from the school day (such as ½ day closing for a workshop or similar activity) drivers will be responsible for their regular assigned routes. Drivers will be expected to handle their regularly assigned run during inclement weather and any resulting early dismissals.

H. For the A.M. - P.M. schedule and the Noon run, the District will make every effort to establish routes which require a minimum of two (2) hours. Should scheduling not permit the full utilization of the minimum times noted above, the Driver will be assigned related duties.

I. For the detention (late) run, no driver will be compensated for less than one (1) hour's time.

ARTICLE XII
EXTRA TRIP ASSIGNMENTS

Section 1

Extra duty trips will be distributed through a set of rotation lists that shall be established at the beginning of the school year as described below. One set of lists will be for Regular Drivers and one set will be for Regular Attendants. Enrollment on said lists shall be open on Route Bidding Day(s) and remain open through September 30th. Enrollment after Route Bidding Day(s) will cause loss of an opportunity up to that point. New employees will have thirty (30) calendar days from the date of hire to enroll. Regular Drivers wishing to enroll on the Regular Attendants' lists must be qualified for that work. All rotation lists will be posted on a bulletin board in the Transportation Center.

Section 2 Lists are as follows:

1. Field Trips :

- A. Day Trips – Monday through Friday between a regular employee's combination AM/PM routes. Established by seniority.
- B. Weeknight Trips – Monday through Friday after a regular employee's PM route continuing through the evening. Established by seniority.
- C. Weekend and School Not In Session Trips – Saturday, Sunday and whenever school is NOT in session exclusive of summer break. Established by seniority.
- D. Overnight Trips – any that include an overnight stay. Established by using the previous June ending as the beginning. New employees will be placed into the rotation only after September establishment, added to the bottom of the list.

2. Coverage:

- A. Noon Runs – Covers regular drivers' mid-day absence; can be asked to cover up to five consecutive school days. Established by seniority.
- B. Late Runs – Covers regular drivers' 4 p.m. absence; can be asked to cover up to five consecutive school days. Established by seniority.

Article XII (cont'd)

3. Miscellaneous Work:

Any bus driving that is not included in Field Trips or Coverage Runs. The driver must be able to report to the Transportation Center within 10 minutes of the call. Pay will be for time worked only, with a 30 minute minimum. Established by seniority.

4. Attendant List for Drivers:

Subject to Regular Attendants list being exhausted. Enrollee must be qualified as an Attendant. Compensation is at Attendant rate. Established by seniority.

Section 3 Removal from Lists:

1. Voluntary – by written, dated request to the Transportation Director.
2. Involuntary – an employee who has three times accepted an extra trip then rejects it within 24 hours of departure time will be removed from all lists.

Section 4

No employee shall be paid less than two hours for any field trip. Additionally, one-half hour shall be paid to the driver for readying, cleaning and returning the bus if the assignment does not immediately precede or follow a contractual route.

Section 5

In the event a field trip time change precludes fulfillment by the assigned employee, he/she will not be charged with a trip taken or refusal and will resume his/her position in the normal rotation.

Section 6

In the event of an extra trip cancellation or postponement, the affected employee will not be charged with a trip taken or refusal, and will resume his/her position in the normal rotation.

Section 7

In the event of a late extra trip cancellation or postponement with the assigned employee en route to or at the Transportation Center, one- hour show-up time will be paid. The affected employee will not be charged with a trip taken or a refusal and will resume his/her position in the normal rotation.

Section 8

Field trip assignments will be posted on a weekly basis no later than 6:00 a.m. Wednesday of the week previous to their operation. Employees must respond within 36 hours of the posting by indicating with their initials an intent to accept or refuse their offered trip(s). It is the employee's responsibility to respond in writing; failure to do so will assume refusal.

Article XII (cont'd)

Section 8 (continued)

Refusals will cause the Transportation Director or designee to return to the appropriate rotation list(s) in order to fill the opening(s), verbally if necessary, by close of business on Friday, p.m.

Section 9

If an employee's work schedule, whether regular or extra trip, interferes with another extra trip opportunity, such opportunity will be charged to that employee on the appropriate rotation list as a schedule conflict (SC) which will effectively count as movement on that list.

Section 10

Trading (swapping) will be allowed as per procedures as established by the Transportation Director.

Section 11

Prior to departing on a field trip, drivers will be furnished with the appropriate highway tolls.

ARTICLE XIII
IN-SERVICE TRAINING

Section 1

Attendance at required in-service courses is the responsibility of every driver. Non-attendance for any reason may result in a driver not being allowed to drive. Drivers will be paid for attending the yearly (except initial training for driver qualification) required in-service courses up to the maximum required by law.

Article XIII (cont'd)

Section 2

Drivers will be paid for the required in-service courses to a total of four (4) hours; once at the beginning of the school year and again at midyear.

Section 3

Employees will receive one hundred fifty (\$150) dollars for attendance and proof of successful completion of the thirty hour mandatory driver safety course. The payment will be made on the employee's first anniversary of employment as a school bus driver.

Bus attendants will receive fifty (\$50) dollars for attendance and proof of successful completion of the ten (10) hour mandatory training course. The payment will be made on the employee's first anniversary of employment as a school bus attendant.

ARTICLE XIV
SUMMER EMPLOYMENT

Employees interested in summer assignments must sign the summer work notice. Assignments shall be announced as soon as possible. Assignments shall be based on ability and seniority for all openings other than handicapped runs. Driving rate for summer driving shall be at the driver's regular rate of pay.

ARTICLE XV
LIABILITY

The Board of Education, in compliance with Section 3023, shall save harmless and protect employees from financial loss rising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building and will arrange for and maintain appropriate insurance with the insurance companies authorized by the State of New York. However, the employee shall, within three (3) days of the time (s)he is served with any summons, complaint, process, notice, demand, or plea, deliver the original or copy of the same to the Superintendent or his designee.

ARTICLE XVI
INSURANCES

Section 1 Compensation

All employees covered by this Agreement will be covered under Workmen's Compensation insurance secured from the insurance company authorized by the State of New York.

Article XVI (cont'd)

Section 2

Group Health Insurance plan will be received by the bus drivers and bus driver attendants in the same manner as the negotiating units.

Section 3

Employees working seventeen and one half (17 ½) hours or less may receive health insurance coverage by paying the full cost of the health and major medical insurance premiums.

Section 4

Upon retirement, unused sick leave will be converted to pay the hospitalization insurance at the rate of one (1) year's coverage per seventy five (75) full days of accumulation. A full day equates to eight (8) hours.

Section 5

SEIU Benefit Trust The District shall deduct and remit payments to the SEIU Benefit Trust upon submission of a signed form from a bargaining unit member. Said forms may be submitted and/or revoked every September and/or January.

No bargaining unit member may elect a benefit offered through the trust that competes with a benefit offered by the District.

Section 6 Health Insurance Waiver

Please see Memorandum of Agreement.

ARTICLE XVII SNOW DAYS

Bus drivers will be paid for snow days up to the number approved by the New York State Commissioner of Education.

ARTICLE XVIII EMPLOYMENT SECURITY

Section 1

The District and the Union agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of race, sex, color, creed, nationality or membership in the Union and other statutory requirements.

Article XVIII (cont'd)

Section 2

The District agrees that it will not discipline or discharge an employee except for good reason such as, but not limited to, insubordination (refusal of a direct work order), drinking of alcoholic beverages while on duty, use of a controlled substance, deliberate abuse of property, and/or endangering the health and safety of students or employees.

Disciplinary action shall be limited to written warnings, suspension, and/or discharge. In all such cases the District will specify in writing the reasons for its action and such action shall be subject to the grievance procedure and the hearing procedures specified below.

Except for the offenses cited in paragraph one of this article, the District will not discharge or suspend an employee unless it holds an administrative hearing within a week of the occurrence giving rise to the discipline. The employee shall be paid until such hearing is held.

If the hearing decision is not satisfactory, then the case may be processed as a grievance for a final decision. The District's action shall remain in effect until a final decision is reached by the Board of Education in the final step of the grievance procedure. Should the final decision be less than lost wages of this employee, (s)he will be paid the difference until reinstatement.

Section 3

A suspended or discharged employee must notify his Union within five (5) working days after receiving notification of such action against him of his/her desire to appeal the suspension or discharge.

Section 4

Under normal conditions, any employee desiring to terminate his employment with the District shall give the District two (2) weeks' advance notice of his/her intention to leave. The District shall likewise, under normal conditions, give any employee to be laid off two weeks' advance notice.

ARTICLE XIX NO STRIKE

In accordance with New York State Law, the Union hereby affirms a policy that it does not assert the right to strike against the District; nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within five (5) working days of the date of occurrence of the event over which the grievance is made and be processed in accordance with the following steps, time limits and conditions:

Step 1.

The grievant shall first take up the grievance with the immediate supervisor, and if requested by the grievant, a designated member of the Union may be given an opportunity to be present.

Step 2.

If the grievance is not settled at Step 1, the grievant may within five (5) working days of the date of occurrence of the event over which the grievance is made, reduce the same to writing and deliver to the principal or next level of supervision, who shall within five (5) working days after receipt give a written answer.

Step 3.

If the grievance is not settled by the written answer in Step 2, the grievant may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Union Representative within ten (10) working days of receipt of the notice of appeal. The Superintendent or his designated representative shall give his written answer to the grievant within ten (10) working days after the close of the discussion.

Step 4.

If the grievance is not settled by the written answer of the Superintendent or his representative, the grievant may further appeal by giving written notice thereof to the Clerk of the Board within five (5) working days of the conclusion of Step 3. The Clerk of the Board, within fifteen (15) working days after the receipt of the appeal shall submit the grievance to the Board of Education who shall discuss same with Union Representative in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of the discussion.

Section 2 Arbitration

If not settled by the written answer of the Board of Education, the grievant may further appeal by giving written notice thereof to the American Arbitration Association.

- a) The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
- b) The arbitrator shall have no power or authority to add to, subtract from, or modify, change or alter any of the provisions of this Agreement.
- c) The decision of the arbitrator shall be advisory upon both parties.
- d) Fees and expenses of this arbitration shall be borne equally by the West Genesee School District and the Union.

Section 3

If the District or any designated representative thereof fails at any step to hold conference or give an answer within the time limits provided, the grievant may elect to advance to the next step in this procedure.

ARTICLE XXI SENIORITY

Section 1

Seniority shall begin with the employee's most recent date of hire.

Section 2

In the event of a conflict of two or more employees with respect to time off requests, seniority will be applied to determine which employee shall have preference.

Section 3

In the event of a layoff for any reason, the least senior employees shall be laid off first, providing the remaining employees are able to complete the assignments made by the District.

Section 4

The District will establish four (4) separate seniority lists; one for regular drivers, regular monitors, substitute drivers and substitute monitors. Seniority shall not be carried over from one classification to another.

Regular drivers and monitors having ten or more years of service with the District, may elect to move to substitute status within the same classification and have their seniority credited.

Article XXI (cont'd)

Regular drivers' and attendants' seniority will be determined by his/her effective date of employment (first day/time actually worked). In the event that two or more drivers/monitors have the same effective date of employment, prior substitute service immediately preceding appointment will determine seniority ranking.

Substitute drivers/attendants appointed with the same effective dates, will be called to substitute in order of a list established by lottery. The substitutes seniority will be determined by the date and time of the acceptance of their initial assignment.

ARTICLE XXII
WAGES

Section 1

For the 2004-05, 2005-06, and 2006-07 school years all returning bus drivers shall be paid at the following hourly rates:

Bus Drivers-(Permanent Rates)

2004-2005.....	\$19.41
2005-2006.....	\$20.19
2006-2007.....	\$21.00

Section 2

For the 2004-05, 2005-06, and 2006-07 school years all returning bus attendants shall be paid at the following hourly rates:

Monitors - (Permanent Rates)

2004-2005.....	\$10.54
2005-2006.....	\$10.96
2006-2007.....	\$11.40

Section 3

Hiring Rate/Substitute Rate

The hiring rate for bus drivers or attendants shall be twenty-five (\$.25) cents less than the above rates for the term of the probationary period. [The substitute rate shall be twenty five (.25) cents less than the permanent scheduled rate listed above.]

Article XXII (cont'd)

The sixty day probationary period for new hires will be adjusted (reduced) by the number of days of substitute service (1 day equals 4 hours.)30 work days immediate preceding the permanent appointment.

Section 4 Bus Driver Extra Duty Rates

Extra-duty trips shall be paid a rate of fifty (\$.50) cents less than the lowest permanent scheduled rate for each year respectively, i.e.,

2004-2005.....	\$18.91
2005-2006.....	\$19.69
2006-2007.....	\$20.50

Section 5

Detention runs will be paid on an hourly basis at the regular driving rate of the bus driver with a minimum guarantee of one (1) hour.

Section 6

All employees shall be paid time and one half their regular straight time hourly rates for all hours worked as bus drivers in excess of forty (40) hours in a week.

Section 7

All employees who have dual capacities as bus drivers and custodial workers or mechanics will remain on the same payroll formula as previously.

ARTICLE XXIII
HOLIDAYS - VACATIONS

Each qualified full-time or part-time employee shall be entitled to seven (7) paid holidays at his regular rate of pay and on the basis of the hours worked during the prior thirty (30) days. An employee must have completed his/her probationary period to qualify for this and work the first and last scheduled day before said holiday. The District will at the start of school each year, designate the specific holidays.

Full-time employees shall be entitled to five (5) day's vacation pay on the basis of their driving rates and the amount of assigned hours after one year of service. These vacation days will be paid for two (2) or three (3) day intervals.

ARTICLE XXIV
SAFETY AWARD

All full-time and part-time drivers will receive the following bonus for no accidents:

First (1 st) year	\$ 50
Second (2 nd) year	\$ 100
Third (3 rd) year and thereafter	\$ 150

The bonus will be added to the first (1st) check in September for those who receive a contractual appointment and who have qualified for same as noted below. Retirees will be paid the safety award within two (2) months following retirement. Any chargeable accident against the driver will result in the loss of the bonus.

In the case of serious accidents, drivers' safety bonus will be reduced on the following scale:

(\$100 - \$399) - \$25	(\$ 800 - \$ 999) - \$100
(\$400 - \$599) - \$50	(\$1,000 - \$1,199) - \$125
(\$600 - \$799) - \$75	(Over \$1,200) - \$ALL

The amount of the reduction shall not exceed the actual amount of the damage.

Unreported accidents will be charged to the last driver of the vehicle in accordance with paragraph three of this Article unless vandalism or other causes result in such damage. A report of all such accidents/damage shall be reported to the Transportation office upon return to the yard. In order to qualify for the safety award full-time and part-time drivers must be employed for a minimum of five (5) months during the safety award year.

The District shall establish a Safety Committee comprised of three (3) Bus Drivers and three (3) district representatives (The Director of Transportation, the Assistant Superintendent for Management Services and one other) for the purpose of reviewing incidents prior to the loss of a Safety Award and the rate of the Safety Award after a driver requalifies. The committee's recommendations are advisory with the final decision resting with the Assistant Superintendent for Management Services.

ARTICLE XXV
LONGEVITY

Bus Driver unit personnel having the appropriate years of continuous service, based on the most recent hire date, shall receive a longevity increment per the following schedule:

<u>Years of Service</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
10	\$100	\$105	\$110
15	\$125	\$130	\$135
20	\$150	\$155	\$160

Article XXV (cont'd)

The longevity increment will be paid on a fiscal year basis beginning in the school fiscal year (July 1) succeeding the year in which the appropriate number of years of service have been completed in the District. Payment will be made in one payment on the first pay in September.

ARTICLE XXVI
EDUCATIONAL BENEFITS

Employees will be eligible for reimbursement for college course work and/or training to a maximum of five hundred (\$500) dollars per year. Reimbursement, is contingent upon receiving prior written approval from the Director of Transportation and the Assistant Superintendent for Management Services, verified successful completion of the course or training and proof of payment. Applications for prior approval are available from the Director of Transportation.

ARTICLE XXVII
TAYLOR LAW REQUIREMENT

It is agreed by and between the parties that any provision 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.

ARTICLE XXVIII
ENTIRE AGREEMENT

The parties agree that all terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's decision and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XXIX
DURATION OF AGREEMENT

This Agreement is effective July 1, 2004, and continue in full force and effect through June 30, 2007.
This Agreement contains the entire Agreement between the parties on the subject matter set forth herein and may be modified only by written agreement of the parties.

Frey Dennis 9/29/04
President Date

Andrew C. Andris 9/27/04
Superintendent of Schools Date

ADDENDUM
RETIREMENT PLAN

1. All employees covered by this Agreement have the opportunity to join the New York State Employees' Retirement System.
2. There are now four (4) distinct groups of Retirement System members. For convenience these groups are identified as Tiers 1, 2, 3 and 4. The following determines the Tier you belong to:

If you last joined the Retirement System

before July 1, 1973, you are a Tier 1 member.

between July 1, 1973 and July 1, 1976, you are a Tier 2 member.

on or after July 1, 1976, you are a Tier 3 member.

on or after September 1, 1983, you are a Tier 4 member

- 3.1 Tier 1 members are covered under the Retirement and Social Security Law, Article 2, Section 75i (Improved 1/60th Non-contributory Plan).
- 3.2 Tier 2 members are covered under Section 75i (Improved 1/60th Non-contributory Plan) subject to the limitations of Article 11 of the Retirement and Social Security Law.
- 3.3 Tier 3 and 4 members are covered under Article 14 or Article 15 for their respective tiers. Members are required to make contributions to the Retirement System at the rate of 3% of their gross salary.
4. More detailed information on the various Tiers of membership may be obtained by writing to:

New York State Employees' Retirement System
Gov. Alfred E. Smith State Office Building
Albany, New York 12244

A representative of the Retirement System is also available on the 2nd and 4th Friday of each month at the Onondaga County Courthouse to answer any questions you may have.

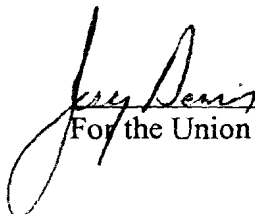
MEMORANDUM OF AGREEMENT

RE: 2001-2004 Agreement between the West Genesee School Bus Drivers' Unit of Local 200 United, SEIU, and the West Genesee Central School District.

HEALTH INSURANCE WAIVER

Full-time employees (29 ½ or more hours per week) eligible to participate in the District's Health Insurance Program, may elect to waive their participation in the health insurance program and shall receive a financial inducement for such waiver in accordance with the following terms and conditions:

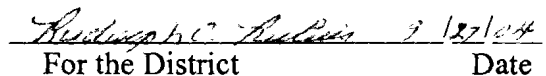
1. If an employee elects to waive participation in the District's Health Insurance program, for the purpose of receiving the cash inducement for said waiver, the waiver shall be made on an election form during the September open enrollment period. The waiver would be effective October 1.
2. Employees who elect to waive participation in the District's Health Insurance program to take advantage of the financial inducement, must provide proof of insurance each year the election is made. The wavier option must be renewed by the individual annually during the September open enrollment period.
3. The financial inducement for waiving health insurance coverage shall be an annual payment of one thousand dollars (\$1,000) prorated, payable on the last pay date in June.
4. Employees who elect to waive their participation in the district's health insurance program and terminate employment prior to the end of the plan year, will receive a prorated amount based upon the actual amount o time the employee did not have health insurance coverage through the District.
5. Employees who elect to waive their participation in the district's health insurance program and then find it necessary to rejoin, the employee would be eligible for insurance coverage the first of the month following the submission of an insurance application form. The employee must provide proof that the alternative insurance plan has been or will be terminated. Otherwise, the employee must wait for the next open enrollment period. Employees will have their inducement amount prorated based upon the actual amount of time the employee did not have health insurance coverage through the District.
6. In the case of married employees, the individual who is listed as a dependent on the other employee's family insurance application, is eligible for the waiver inducement amount.
7. This provision expires effective 6/30/07.



For the Union

9/29/04

Date



For the District

9/27/04

Date

