



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: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Transportation Association (2012) (MOA)**

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

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

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2015**

PERB ID Number: **5294**

Unit Size: **44**

Number of Pages: **19**

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/>

AGREEMENT
between the
SUPERINTENDENT OF SCHOOLS of the
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT and the
HONEOYE FALLS-LIMA TRANSPORTATION ASSOCIATION
For the period from
July 1, 2012 through June 30, 2015

44 Employees

PREAMBLE

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

WITNESSETH:

ARTICLE I
RECOGNITION

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

ARTICLE II
DUES DEDUCTION AND SALARY CHECKS

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

ARTICLE III
EMPLOYEE BENEFITS

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

If the unit member chooses to remain with the Select or Extended Plan, the District will pay for an amount equal to the Value Plan as specified in the paragraphs above. The unit member will be responsible for paying the difference in premium costs.

(3) Retirement Health Insurance

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

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

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

25 years of District service	100% of premium cost.
------------------------------	-----------------------

For unit members hired on or after July 1, 2006 the District agrees to pay the health insurance premium of unit members who retire from the District under the New York State Employees' Retirement System according to the schedule below:

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

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

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

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

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

B. Life Insurance

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

C. Medical Reimbursement Fund

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

2012-13	\$920	
2013-14	\$920	
2014-15	\$1,150.00	This amount will be reinstated as of July 1, 2014.

D. Flexible Spending Account

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

E. Retirement

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

F. Credit for Unused Sick Days

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

1 G. Vacations

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

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

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

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

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

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

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

13 On July 1 of each fiscal year, up to five unused vacation days may be carried over to the next fiscal year.
14 Request to carry over the days must be received by the Director of Finance & Operations prior to June 30.

15 H. Holidays

16 All 52-week bargaining unit members are eligible for fourteen (14) legal holidays. All holidays dates are
17 fixed by the Superintendent in accordance with the general and school calendars. All bus drivers or less
18 than full-time, less than 52-week employees will receive the following nine (9) legal holidays Labor Day,
19 Thanksgiving Day and the day before and after, Christmas and the day before, New Year's Day and the day
20 before, and President's Day. Holidays paid to less than full-time employees will be paid at their regular
21 salary for the hours normally worked.

22 I. Paid Leaves of Absence

23 (1) Sick Leave: Sick Leave is defined as days used for illness and/or medical attention appointment.

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

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

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

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

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

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

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

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

- 1 (4) Family Illness or Emergency: Eligible bargaining unit members will be granted a maximum of three
 2 (3) days leave with full pay during each school year because of serious illness in his/her immediate
 3 family (mother, father, husband, wife, children, domestic partner). Upon approval of the
 4 Superintendent, this leave may be used for immediate family members not identified in this provision.
 5 The foregoing paid family illness leaves shall be charged against and deducted from the above-stated
 6 sick days annual leave allowance, to the extent necessary, and any accrued paid leave balance. One
 7 of the days granted in this section may be used for personal leave. Additional family illness or
 8 emergency days may be granted at the discretion of the Superintendent and will be deducted from
 9 their sick leave days.
- 10 (5) Professional Leave: Any bargaining unit member may be granted professional leave on the
 11 recommendation of the Superintendent with pay and with reimbursement for reasonable expenses
 12 incurred. Two (2) union members may be granted professional leave for one (1) full day or two (2)
 13 half-days per school year to attend union functions.
- 14 (6) Jury Duty: Time off shall be granted for jury duty when a unit member is called for such duty. This
 15 time off shall be with pay except that the unit member shall return to the District the per-diem rate paid
 16 to him/her for such jury duty. It is understood by the parties that moneys paid to the unit member for
 17 expenses incurred in the performance of said jury duty shall not be claimed by the District or returned
 18 to them.

19 J. Unpaid Leaves of Absence

- 20 (1) Parental Leave: Parental leave will be granted to bargaining unit members in recognition of both the
 21 needs of the unit members and the needs of the District.
 22 Ordinarily, a parental leave will extend for at least a calendar year after the birth of the bargaining unit
 23 member's child. The maximum period of such a leave will be two years. The starting and ending
 24 dates for the leave will be determined after consultation with the bargaining unit member, the
 25 attending physician, the Director of Transportation, and the Superintendent. Among the factors
 26 considered are the recommendation of the bargaining unit member's physician, and the time of the
 27 school year. Credit for increments on the salary schedule will not be allowed for years in which more
 28 than one-half (1/2) of the year is covered by parental leave without pay. Application for parental leave
 29 must be filed with the Superintendent, for final action by the Board of Education.
- 30 (2) Personal Leave: Personal leave of absence without pay may be granted for personal reasons at the
 31 sole discretion of the Board.
- 32 (3) Military Leave: A military leave for a unit member who enlists in the National Guard or who has been
 33 drafted or enlists into the Armed Forces of the United States and/or who is required to serve brief
 34 periods of service or training as a military reservist shall be treated in accordance with applicable
 35 federal and state laws.
- 36 (4) Request for Unpaid Leave Days: A transportation employee shall be granted partial and full unpaid
 37 leave days subject to the following conditions:
 38 a. Such request for an unpaid leave day(s) must be submitted in writing at least 48 hours in
 39 advance of the leave day(s).
 40 b. No more than two (2) regularly employed bus drivers shall be on unpaid leave on any one
 41 workday. This number may be exceeded at the discretion of the Director of Transportation.
 42 c. Leaves shall be granted on a first-come, first-serve basis.

43 K. Miscellaneous Benefits

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

48 L. Reimbursement for Meal Expense for Special Runs

49 Upon pre-approval of the Director of Transportation, the District will reimburse bus drivers, substitute bus
 50 drivers, bus monitors and substitute monitors for meal expenses at the flat rates of \$5.00 for lunch and
 51 \$10.00 for dinner. A unit member will be reimbursed for meal expenses if the assignment exceeds three
 52 hours and the work period includes the meal periods of 12 noon to 1:00 p.m. for lunch, and 5:00 p.m. to 6:00
 53 p.m. for dinner. This provision shall be suspended for the period of July 1, 2012 through June 30, 2015.
 54 Utilization of meal reimbursement will be reinstated on July 1, 2015.

55 M. Credit for Substitute Service

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

58 N. Shoe Allowance

59 An annual shoe allowance of seventy-five dollars (\$75.00) will be provided for mechanics.
 60

ARTICLE IV
SALARIES AND WAGES

A. Salary Schedules

- (1) Salaries for bus drivers, mechanics, and dispatchers will be based on the attached schedules, which shall remain in effect during the term of this agreement and expires on June 30, 2015. The schedules will provide increases of \$0.55 per hour for 2012-13 and 2013-14; and \$0.40 per hour for 2014-15 for bus drivers, and base starting rates for bus drivers of \$13.00 per hour each year. The head mechanic, mechanics A and B, and bus dispatcher will receive increases of 3.2% for 2012-13 and 2013-14; and 2.0% for 2014-15.
- (2) New bargaining unit members who have been employed for at least six months as of July 1 following the commencement of service will receive the applicable base wage increase as of July 1. New bargaining unit members who have not been employed for at least six months as of July 1 following commencement of service will receive one-half the applicable base wage increase as of July 1.

B. Work Year

- (1) The normal work year shall be 193 days for drivers and monitors.
- (2) For 52-week unit members: Certain school years have more than 260 days of work. Wages will be calculated based on the actual work days that occur each year. Therefore, the President and the Superintendent, or the designee of the Superintendent, will meet in May of each year for the purpose of determining the number of work days for the upcoming work year, beginning July 1 of each year, as it applies to full-time unit members. The agreed to number of work days by the President and the Superintendent, or the designee of the Superintendent, will be reflected on the Action Sheets provided by the District to full-time unit members each year.

C. Emergency Closing

Drivers shall not be required to report to work when emergency conditions force the closing of school for students and faculty. If prior to the Winter 19-A training date, on a day when school is closed for emergency reasons and the unit member is notified by 6:15 a.m. that school will be closed and he/she is not required to report to work, the unit member will attend the Winter 19-A training without pay.

D. Rate of Pay for Vacation Days

Pay for vacation days will be paid at the regular hourly rate of pay received during the week preceding the vacation.

E. Overtime

Overtime is granted upon prior approval of the Business Manager to bargaining unit members at one-and-one-half times their regular rate of pay. Overtime is considered to be any time in excess of forty hours per week.

F. Emergency and Holiday Work

- (1) Should a bargaining unit member be requested to work on an emergency basis on a day said employee is otherwise not scheduled to work, or be requested to work on a paid holiday, said employee shall be paid at double time for a minimum of four hours or for the number of hours actually worked, whichever shall be greater. Emergency and holiday pay rates do not apply to mechanics working on emergency closing days. The state of emergency is to be determined by the Superintendent of Schools, and Holiday Work pertains to legal holidays as outlined by the Superintendent of Schools for each school year.
- (2) Where a unit member is affected by a state of emergency declaration that forbids driving of a personal automobile, the unit member will be permitted to be absent from work without any loss of pay or loss of leave allowance.

G. Additional Runs

Additional runs are runs beyond the driver's regular daily assignment to provide student transportation between home and school or between locations where the student is transported to receive regular instruction and earn credit toward advancement or graduation, such as: physical education (swimming, bowling, golf), work experience, extra half days, exams, sick child, after school runs to home (late activities bus), and filling in for another driver. All unit members will be paid at their regular hourly rate for hours worked for additional runs.

H. Special Runs, Summer Runs and Substitute Pay

Special runs are runs beyond the driver's regular daily assignment that are not additional runs as defined in the preceding paragraph G, such as interscholastic sports, field trips, off-grounds, events on-grounds where the student is transported to another school location to participate in an occasional or incidental enrichment activity (e.g. plays, non-physical education swimming). All unit members will be paid at \$13.00 per hour for the hours worked for special runs and summer runs. Substitute pay will be at the rate of \$12.50 per hour in 2012-13 and 2013-14; and \$12.75 per hour in 2014-15.

Temporary runs will be defined as new or additional runs resulting from changes in student programs. If the run will continue beyond three weeks, the run will be posted in the fourth week and assigned as permanent

1 in the fifth week for as long as the student is in the program. Regular drivers will be paid their regular rate of
2 pay.

3 For special runs assigned in rotation, if less than 24-hour notice is given and the driver is unable to do the
4 run there will no loss in rotation. The driver will be awarded two (2) hours' pay at special run rate if a run is
5 cancelled on a Saturday or Sunday after the driver arrives at work without prior notification. The driver will
6 be awarded four (4) hours' pay at special run rate if the run is cancelled on a holiday or during recess after
7 the driver arrives at work without prior notification.

8 Postings that specifically state "drop and pick" will guarantee a minimum of three (3) hours of pay or the
9 hours worked, whichever is greater.

10 Postings that specifically state "drop only" or "pick only" will guarantee a minimum of two (2) hours pay or the
11 hours worked, whichever is greater.

12 I. Longevity

13 Any unit member completing 5 years of service in the District will receive a non-accumulative longevity
14 payment of \$225. Any unit member completing 10 years of service in the District will receive a non-
15 accumulative longevity payment of \$375. Any unit member completing 15 years of service in the District will
16 receive a non-accumulative longevity payment of \$425. Any unit member completing 20 years of service in
17 the District will receive a non-cumulative longevity payment of \$475.

18 J. Perfect Attendance Incentive

19 Any unit member who does not use any sick leave, personal leave, or unpaid leave in a year will receive a
20 cash incentive of \$45 in the first pay check in July immediately after the completion of the school year.

21 K. Bus Monitor Pay

22 Increase step rates and off-step rates by 3.2% for 2012-13 and 2013-14 and 2.0% for 2014-15.

23 L. Required Paperwork and Physical

24 All route drivers are responsible for developing and maintaining accurate paperwork (e.g. route instructions,
25 attendance sheets, introduction letters, etc.) throughout the school year. All route drivers are also required
26 to undergo a school provided physical each year. Drivers will receive a one-time compensation of three (3)
27 hours per school year at their hourly rate for these work requirements. This payment will be included in a
28 driver's final paycheck in June each year.

30 **ARTICLE V**
31 **GRIEVANCE PROCEDURE**

- 32 A. A grievance is a claim by a bargaining unit member, or a group of unit members, that there has been a
33 violation, misinterpretation, or inequitable application of any provision of this Agreement.
- 34 B. The grievant will take the matter up informally and in writing with his/her immediate supervisor. The grievant
35 may be accompanied by a representative of his/her choice. Such informal contact must be made within
36 twenty (20) workdays of the event or occurrence giving rise to the claimed grievance. Within five (5)
37 workdays after written grievance is presented to the supervisor, he or she shall without any further
38 consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and
39 present it to the employee.
- 40 C. After the supervisor's written response, and if the Association finds the grievance to be meritorious, it must
41 be presented in writing to the Superintendent of Schools, signed by the President of the Association and the
42 Chairperson of the Grievance Committee within the next 15 work-day period. Information as to the nature of
43 the grievance and its resolution shall be available to the Association.
- 44 D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the
45 President of the Association or the Chairperson of the Grievance Committee to the President of the Board of
46 Education at the District Office within the next 10 work-day period. The Board of Education shall hold a
47 hearing on the grievance within the next 30-day period. Within 10 workdays after the conclusion of the
48 hearing, the Board of Education shall render a decision in writing on the grievance.
- 49 E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the decision
50 rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of
51 Education within fifteen (15) work days after receiving the Board of Education's decision.
- 52 F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules
53 and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- 54 G. Each party shall be responsible for costs of its own representation and presentation, and the parties shall
55 share equally arbitrator's fees and cost of the meeting room if any.
- 56 H. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort
57 will be made by all parties to expedite the process. The time limits specified for either party may be
58 extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at one stage
59 is not appealed to the next stage of the procedure within the time limits specified, the grievance will be
60 deemed to be discontinued and further appeal under this agreement shall be barred.

- 1 I. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the
 2 time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the
 3 end of the school term or as soon thereafter as is possible.
 4

5 **ARTICLE VI**
 6 **EVALUATION AND JOB SECURITY**

7 A. Evaluation/Personnel Files

- 8 (1) The work performance of all unit members shall be evaluated annually.
 9 (2) Unit members shall be given a copy of any evaluation report prepared by their supervisor.
 10 (3) Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing
 11 his/her signature to a copy for the file. Unit members shall also have the right to submit a written
 12 response within 30 days of their review of the evaluation with their immediate supervisor for
 13 attachment to the evaluation. Said evaluation shall be placed in a unit member's personnel file upon
 14 his/her refusal to affix his/her signature with notation by the supervisor to that effect.
 15 (4) A unit member shall have the right to review the contents of his/her personnel file and, from the date
 16 of this contract, copies of any material added to the personnel file will be provided for the unit
 17 member, at the request of the unit member, with the exception of recommendations of a confidential
 18 nature. The unit member will have the right to attach any written statement about any such materials
 19 added to the file.

20 B. Seniority

- 21 (1) Definition: Seniority is defined as the length of an employee's continuous service from the date of
 22 regular employment within the bargaining unit.
 23 (2) Filling Vacancies:
 24 (a) Regular a.m., p.m. and Kindergarten Runs and Full-Time Mechanic Openings
 25 1. All above position openings shall be posted for five (5) days prior to the time that the
 26 District takes action to fill the position.
 27 2. Unit members who apply in writing will be given first consideration before the applications
 28 of non-unit members are considered.
 29 3. If two or more unit members apply for the same vacancy, the District will consider
 30 qualifications and seniority of unit members in selecting an individual for a vacancy.
 31 (b) Extra-Driving assignments
 32 1. All drivers will have the opportunity to take extra driving assignments. These assignments
 33 will then be based upon a rotation list.
 34 2. All extra driving runs will be posted as soon as they are known by the dispatcher. The
 35 posting of openings will be placed on a bulletin board in the Drivers' Room.
 36 3. Drivers interested in driving extra runs will submit their names to the Director of
 37 Transportation by no later than the first day of work each school year. A list will then be
 38 developed by the Director listing the drivers by years of seniority as outlined under the
 39 seniority clause. Such list will be posted in the Drivers' Room. A driver's rejection of an
 40 assignment will be considered the same as their accepting the trip. If the first driver on
 41 the rotation willing to accept extra driving would already have more than 40 hours in the
 42 week, resulting in overtime cost to the District, the District may offer the extra driving to
 43 the next driver, in order of rotation, who would not exceed 40 hours in the week. The first
 44 driver may take the additional run if all other drivers refuse the extra run.
 45 (3) LAYOFF: Layoff or necessary reduction in work hours shall be by seniority within each job
 46 classification beginning with the least senior employee.
 47 (4) RECALL: Unit members caught in a layoff will be recalled in reverse order of layoff.

48 C. Discharge

49 As outlined in the Monroe County Civil Service Regulations, all employees who are terminated are entitled to
 50 appeal to the Chief School Officer and have the termination reviewed by him.

51 D. Drug and Alcohol Testing

52 The drug and alcohol testing policy (Appendix A) shall be in effect immediately, unless superseded by law.
 53
 54

55 **ARTICLE VII**
 56 **SAVINGS CLAUSE**

57 In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to
 58 be null, void and unenforceable, such decision shall not affect any of the other conditions of this Agreement, which
 59 shall continue to be in full force and effect.

ARTICLE VIII
PROVISIONS REQUIRED BY LAW

- A. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.
- B. This Agreement shall be deemed to include any and all language and provisions required by law, and is not intended to modify or abrogate any of the duties of either party required by law.

ARTICLE IX
REPRISALS

There shall be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or participation in any of its activities.

ARTICLE X
ASSOCIATION RIGHTS

- A. Facilities Use
The Association shall be permitted to use District facilities as it has in the past. In a year when the District in on a contingency budget, the Association shall use the facilities under the same terms and conditions as any other District organization when such use begins after 6:00 p.m.
- B. President Release
The Association President or their designee will be released to attend unit leader meetings called by the Superintendent during the school year.

ARTICLE XI
ENTIRE AGREEMENT

The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties. Any terms and conditions of employment or benefits provided prior to the effective date of this Agreement are hereby rescinded, and all terms and conditions of employment and benefits provided are governed by the terms of this Agreement.

ARTICLE XII
NEGOTIATION PROCEDURES

1. The conditions and provisions of the contract remain in effect for a three-year period beginning with the 2012-13 school year and continuing through the 2014-15 school year. Only the mandatory terms and conditions of employment, as defined by law, and rules of PERB, shall remain in effect until altered by mutual agreement by the parties. Upon written request of either party to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request.
2. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives be clothed with all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
3. The Association shall have the right, upon request, to see and copy (at no expense to the District), during regular working hours of the District Business Office, any public financial and budgetary information of the District. Further, both parties shall furnish each other, upon request, all other available information pertinent to the issues under consideration.
4. Copies of the final agreement shall be distributed to all unit members on the first day of school in September or four weeks after its execution, whichever date is later. Unit members who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract. The employer will supply the Association President with 41 additional copies of the agreement.

RATIFICATION

IN WITNESS WHEREOF, we hereunto set our signatures this 11th of July 2012, at the District Office.

_____ 7/11/12
On Behalf of the Honeoye Falls-Lima Transportation Association Date

_____ 7/11/12
Michelle Kavanaugh Date
On Behalf of the Board of Education of the Honeoye Falls-Lima Central School District

BUS DRIVER SALARY SCHEDULE

Step	2012-13	2013-14	2014-15
A	N / A	N / A	N / A
B	13.00	13.00	13.00
C	13.05	13.55	13.40
D	13.25	13.60	13.95
E	13.95	13.80	14.00
F	14.61	14.50	14.20
G	15.22	15.16	14.90
H	16.44	15.77	15.56
I	16.96	16.99	16.17
J	17.49	17.51	17.39
Off-step:	\$.55	\$.55	\$.40

	2012-2013	2013-2014	2014-2015
Special Runs (See Section I):	13.00	13.00	13.00
Summer:	13.00	13.00	13.00
Substitute:	12.50	12.50	12.75
Additional Runs (See Section H):	Unit member's regular hourly rate		

HEAD MECHANIC / BUS DISPATCHER / MECHANIC A SALARY SCHEDULE

	2012-2013	2013-2014	2014-2015
NA	NA	NA	NA
15.53	15.85	16.00	
16.03	16.03	16.17	
16.38	16.54	16.35	
16.73	16.90	16.87	
17.08	17.26	17.24	
17.43	17.63	17.61	
17.78	17.99	17.98	
18.13	18.35	18.35	
18.48	18.71	18.72	
18.83	19.07	19.09	
19.18	19.44	19.46	
19.54	19.80	19.83	
19.91	20.16	20.19	
Off-step:	3.2%	3.2%	2.0%

MECHANIC B SALARY SCHEDULE

	2012-2013	2013-2014	2014-2015
NA	NA	NA	NA
12.16	12.35	12.45	
12.29	12.55	12.60	
12.43	12.68	12.80	
12.55	12.83	12.94	
12.98	12.95	13.08	
13.45	13.40	13.21	
13.92	13.88	13.67	
14.30	14.37	14.15	
Off-step:	3.2%	3.2%	2.0%

BUS MONITORS SALARY SCHEDULE

	2012-2013	2013-2014	2014-2015
1	7.30	7.40	7.45
2	7.48	7.53	7.55
3	7.74	7.72	7.68
4	7.98	7.99	7.88
5	8.14	8.23	8.15
Off-step:	3.2%	3.2%	2.0%

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

4 **I. PURPOSE**

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

10 **II. POLICY**

11 A. Policy Statement

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

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

28 **III. APPLICATION**

- 29 A. An employee of the District may be ordered to submit to testing to determine the presence of illegal
30 controlled substances. An employee of the District, who refuses to submit to testing, may be subject
31 to suspension and disciplinary charges.
- 32 B. In determining whether to order a test in a particular case, the District must balance an employee's
33 reasonable expectations of privacy from unreasonable intrusions against the District's interest in
34 assuring the integrity and fitness of its employees and the safety of its transportation operations.
- 35 C. The order must be justified by a reasonable suspicion that the employee has reported for duty under
36 influence of illegal controlled substances or alcohol, or is engaging in the use, distribution, or sale of
37 illegal controlled substances either on or off duty.
- 38 D. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical
39 application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do
40 not meet the standard.
- 41 E. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and
42 cautious person to act under the circumstances. Reasonable suspicion must be based on specific
43 and articulable facts and the logical inferences and deductions that can be drawn from those facts.
- 44 F. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as
45 direct observation of use and/or the physical symptoms of using or being under the influence of illegal
46 controlled substances or alcohol such as, but not limited to, slurred speech, disorientation, a pattern of
47 abnormal conduct or erratic behavior; or information provided either by reliable and credible sources
48 or which is independently corroborated.
- 49 G. The District will not test solely on the information of anonymous sources unless the information is
50 corroborated by reliable and credible sources or objective evidence.
- 51 H. It is intended that, where a decision is made to test, the employee will be given a direct order to submit
52 to the test.
- 53 I. If an employee has requested EAP assistance for his/her abuse of an illegal controlled substance or
54 alcohol prior to any incident leading independently to the determination of the existence of reasonable
55 suspicion of use of an illegal controlled substance, or the employee's arrest for use, possession or
56 distribution of an illegal controlled substance, and such employee is following the EAP program, that
57 employee will not be subject to drug or alcohol testing under this policy based on the request for EAP
58 assistance, but this policy will apply with full force to any subsequent incident where reasonable
59 suspicion is found.
60

1 IV. PROCEDURE

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

1 verification. If the results of all tests are positive, the employee may request that the second sample
2 of the specimen be tested.

- 3 K. If the results of all tests are negative, the request for testing, the finding of reasonable suspicion, as
4 well as results of said test will not be kept. If any tests are positive, the employee may be suspended
5 by the Superintendent pending disciplinary charges, provided such suspension is appropriate under
6 the applicable collectively negotiated agreement, and law, rule or regulation.

7 **V. GENERAL PROVISIONS**

- 8 A. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in all aspects of
9 the testing procedure shall be communicated to the Superintendent and may subject the employee to
10 discipline, as appropriate, under the applicable collectively negotiated agreement, and law, rule or
11 regulation.
- 12 B. At the conclusion of the testing procedures, the employee may be suspended if the facts independent
13 of the test results justify the actions and constitute a basis under the applicable collective bargaining
14 agreement or law. In a case where an employee is judged too impaired to continue work, he or she is
15 to be assisted with making arrangements for transport home. The employee is also to be strongly
16 encouraged not to drive. If the employee insists on driving, the Transportation Director or other
17 appropriate authority should be immediately notified.
- 18 C. When written reports of the laboratory tests are received by the Superintendent, a copy shall be
19 forwarded to the employee who was tested.
- 20 D. Where any provision of this policy is determined to be in conflict with the applicable collective
21 bargaining agreement or law, statute, rule or regulation, including Civil Service Law Section 72 and
22 Section 75, said collective bargaining agreement, law, statute, rule or regulation will control. It is not
23 the intent of this policy to abridge any rights an employee may have under applicable collective
24 bargaining agreements, laws, statutes, or rules or regulations.
- 25 E. If, as a result of the investigation, just cause for discipline, as defined in the applicable collective
26 bargaining agreement is established, discipline shall be imposed with regard to the circumstances of
27 each case. Time in service and prior offenses or lack thereof may be considered in determining
28 appropriate penalties.
- 29 F. Records concerning positive tests will be maintained confidentially in the personnel files.
- 30 G. An employee who claims to have been tested under this policy without reasonable suspicion can
31 assert such claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this
32 policy shall be construed to deprive an employee of any other appropriate defenses or arguments in a
33 disciplinary proceeding.
34

1
2
3 **Memorandum of Agreement**
4 **Between the**
5 **Honeoye Falls-Lima Central School District and the**
6 **Honeoye Falls-Lima Transportation Association**

7 WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Transportation
8 Association have agreed to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015;
9 and

10 WHEREAS, both the District and the Association agreed during negotiations for the 2012-2015 collective
11 bargaining agreement, to maintain the current health insurance contribution rate, for unit members hired before
12 July 1, 2009, of 85% for the District and 15% for unit members of the Value Plan; and

13
14 WHEREAS, both the District and the Association recognize a mutual mistake in Article III, Letter A, #2 , second
15 paragraph of the 2012-2015 collective bargaining agreement; and

16
17 THEREFORE, the Parties agree:

- 18
19 1. The following language will replace the current language of Article III, Letter A, #2 of the 2012-2015
20 collective bargaining agreement:

21
22 (2) Bus Drivers or Less Than Full-Time, Less Than 52 Week Employees

23 For bus drivers or less than full-time, less than 52 week employees hired after July 1, 2009, the
24 premiums of the Value Plan will be divided as follows: Years 1-3 of employment the District and unit
25 member will split the cost of premiums 50% / 50%; in Years 4 and 5 of employment, the District will
26 pay 75% of the premium cost with the unit member paying 25%; and in Year 6 of employment, the
27 District will pay 85% of the premium cost with the unit member paying 15%.

28
29 Effective July 1, 2012, the District will pay 85% and the unit member will pay 15% of the premiums
30 of the Value Plan for unit members hired before July 1, 2009.

31
32 If the unit member chooses to remain with the Select or Extended Plan, the District will pay for an
33 amount equal to the Value Plan as specified in the paragraphs above. The unit member will be
34 responsible for paying the difference in premium costs.

- 35
36 2. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the
37 parties, but represents a special and unique circumstance.
38
39 3. The terms of this Memorandum of Agreement apply only to this particular situation, and will not alter any
40 other provision contained in the 2012-15 Agreement as to either party.
41
42 4. Both parties enter into this Agreement knowingly, voluntarily and without coercion, after having an
43 opportunity to review it with a representative of their choice.
44

45
46
47 _____
48 Philip W. Burrows, Acting Superintendent
49 Honeoye Falls-Lima Central School District

2/4/13

President, Honeoye Falls-Lima
Transportation Association

50
51
52 _____
53 Date Signed

2/4/13

Date Signed

1
2
3 **Memorandum of Agreement**
4 **Between the**
5 **Honeoye Falls-Lima Central School District and the**
6 **Honeoye Falls-Lima Transportation Association**

7 WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Transportation
8 Association have agreed to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015;
9 and

10 WHEREAS, Article II, Section B and Section C of the agreement stipulates that under this agreement all twelve
11 (12) month employees are paid in twenty-six (26) installments from July through June, all ten (10) month
12 employees will be paid in twenty-one (21) installments from September through June, and ten (10) month
13 employees have the option of twenty-one (21) or twenty-six (26) paychecks from September through June, of
14 which the 26-check options shall be paid with the equivalent of 6 paychecks on the last payday in June; and

15
16 WHEREAS, the District has expressed a need to move to a bi-monthly payroll system for all employees; and

17
18 THEREFORE, the Parties agree to the following:

- 19
20 1. Addition of a Letter E to Article II to read:

21
22 E. Beginning with the 2013-14 school year the payroll calendar shall be as follows: Paychecks will be
23 issued on the 15th and 30th of each month. For months with less than 30 days, the second
24 paycheck will be issued on the last day of the month. Should a scheduled pay day fall on a
25 weekend or holiday, paychecks will be issued on the last District business day before the
26 weekend or holiday.

27
28 All unit twelve (12) month unit members under this payroll calendar will be paid in twenty-four (24)
29 installments from July through June.

30
31 All ten (10) month unit members shall have the option of twenty (20) or twenty-four (24)
32 paychecks. The twenty-four (24) check option shall be paid with the equivalent of four (4)
33 paychecks in the last payday in June.

34
35 This change is conditional on all bargaining units agreeing to such a payroll calendar change.

- 36
37 2. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the
38 parties, but represents a special and unique circumstance.
39
40 3. The terms of this Memorandum of Agreement apply only to this particular situation, and will not alter any
41 other provision contained in the 2012-15 Agreement as to either party.
42
43 4. Both parties enter into this Agreement knowingly, voluntarily and without coercion, after having an
44 opportunity to review it with a representative of their choice.
45
46

47
48 _____
49 Gene Mancuso, Superintendent
Honeoye Falls-Lima Central School District

Bill Soehner, President
Honeoye Falls-Lima Transportation Association

50
51
52 3/20/13
53 Date Signed

3/20/13
Date Signed

**Memorandum of Agreement between the Honeoye Falls-Lima Transportation Association
And the Honeoye Falls-Lima Central School District**

WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Transportation Association have agreed to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, the NYS minimum wage will increase during the life of the collective bargaining agreement due to legislative action; and

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Transportation Association believe the following to be in the best interest of both parties to ensure that all unit members are receiving at least a minimum wage pay rate; and

THEREFORE, the parties agree to the following:

- 1. The Bus Monitors Salary Schedule located in the collective bargaining agreement will now be as follows for the 2013-14 and 2014-15 school years:

STEP	2013-14	2014/15
	Effective 12/31/13 to 12/31/14	Effective beginning 01/01/15
1	\$8.00	\$8.75
2	\$8.24	\$8.97
3	\$8.49	\$9.20
4	\$8.74	\$9.43
5	\$9.00	\$9.67

- 2. The off –step increases will remain as identified in Article IV, Letter K.
- 3. Betty Hammond, whose hourly wage was increased to \$7.74 effective July 1, 2013, will be placed on Step 1 (\$8.00) of the above schedule, effective December 31, 2013. Ms. Hammond’s wages will remain at \$8.00 per hour from July 1, 2014 to December 31, 2014. Effective January 1, 2015, she will be placed on Step 1 (\$8.75) of the above schedule for the remainder of the 2014-2015 school year.
- 4. Ron O’Brien, who is currently off-step and paid \$9.02 per hour, will maintain his current rate of pay for the remainder of the 2013-14 school year. Beginning July 1, 2014, Mr. O’Brien will receive the off-step raise of 2.0% provided in the collective bargaining agreement for the 2014-15 school year, increasing his hourly wage to \$9.20. Effective January 1, 2015, Mr. O’Brien will be placed on Step 3 (\$9.20) of the new schedule shown above with an effective date of January 1, 2015.
- 5. All new hires will be hired at the rates identified in the above schedule.
- 6. The District and the Association have read this memorandum of agreement and has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
- 7. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
- 8. This agreement is in no way precedent setting.
- 9. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
- 10. Both parties enter this agreement, knowingly, freely, and without coercion.
- 11. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.

IN WITNESS WHEREOF, this settlement agreement has been executed this ____ day of April, 2014 intending to be legally bound.

Mr. Gene Mancuso, Superintendent, on behalf of the
Honeoye Falls-Lima Central School District

Date _____

Bill Soehner, Association President, on behalf of the
Honeoye Falls-Lima Transportation Association

Date _____

**Memorandum of Agreement between the
Honeoye Falls-Lima Central School District
And the Honeoye Falls-Lima Transportation Association**

WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Transportation Association have agreed to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, the District has expressed a need to have the position of Head Bus Driver to support the Transportation Department in its responsibilities; and

THEREFORE, the parties agree to the following:

1. The title of Head Bus Driver will be added to the recognition clause located in Article I, Section C of the Collective Bargaining Agreement.
2. A new Article IV will be added to the Collective Bargaining Agreement for Head Bus Drivers. The current Article IV – Article XII will be re-numbered as Article V – Article XIII.
3. Article IV will now read as follows:

**Article IV
Head Bus Driver**

- A. For purposes of filling the position of Head Bus Driver, Article VII (B)(2)(a) shall apply.
- B. For purposes of health care for the position of Head Bus Driver, Article III (A)(2) shall apply.
- C. For purposes of the work year for the position of Head Bus Driver, Article V (B)(1), shall apply with an additional amount of days as established by the Director of Transportation. These additional days will include, as needed, school breaks, summer breaks and the Head Bus Driver will be given reasonable notice in advance of any required additional days.
- D. The position of Head Bus Driver will have a pay rate of \$15.00 per hour during a scheduled shift. Each year, pay rate increases shall be the same amount as negotiated increase for the regular driver's rate.
- E. A unit member working a scheduled shift as a Head Bus Driver who is required to drive a bus will be paid their regular route rate while driving.
- F. At no time will the additional duties or responsibilities of the Head Bus Driver include the discipline or evaluation of unit members. The Head Bus Drivers will not review camera video or GPS locators for purposes related to discipline of a driver.
- G. Head Bus Drivers will have the following responsibilities including but not limited to:
 - Opening and closing the office and driver's room
 - Set-up, Prep and Start-up of AM dispatch duties; assist with dispatch duties
 - Relay Messages to drivers
 - Ensure everyone reports for their runs, etc. and provide coverage for staff shortages as needed
 - Manage Lost and Found
 - Routing for all K-12 buildings, including annual and daily functions
 - Manage Student Conduct Reports K-12, including parent contacts
 - Support drivers and parents
 - Manage Fleet Maintenance Data
 - Manage Daily Fuel Reconciliation and Monitoring
 - Manage late run issues
- H. A unit member, who holds the title of Head Bus Driver, and no longer wishes to continue in that position, must submit a letter of notice to the Director of Transportation at least fifteen (15) work days prior to ending date identified in the letter.
Upon resignation from the position of Head Bus Driver, the unit member who previously worked in the District as a regular route driver with a regular a.m. and p.m. route, will return to an open or the next available open a.m. or p.m. position of regular route driver. Pending the return to a route, a Head Bus Driver who previously worked in the District as a regular route driver with a regular a.m. and p.m. route, will maintain his/her status prior to the Head Bus Driver position, for purposes of healthcare, pay and seniority, by working as a substitute driver, reporting daily for work.
- I. Should the Director of Transportation determine that a unit member holding the title of Head Bus Driver, is not performing the responsibilities as needed, then the Director may return them to a regular route driver in accordance with paragraph 3H. Should this be necessary, then the Director will provide written notification to the unit member, including the specific reasons why they are returning to

a regular route driver. The written notification will be provided to the unit member at least fifteen (15) work days prior to the return to regular route driver position.

- 4. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the parties, but represents a special and unique circumstance.
- 5. The terms of this Memorandum of Agreement apply only to these particular situations, and will not alter any other provisions contained in the 2012-15 Agreement as to either party.
- 6. Both parties enter into this Agreement knowingly, voluntarily and without coercion, after having an opportunity to review it with a representative of their choice.
- 7. The District and the Association agree to meet one year from the date of this agreement to examine the position of Head Bus Driver.

 Superintendent
 Honeoye Falls-Lima Central School District

 President
 Honeoye Falls-Lima Transportation Association

2/24/15
 Date Signed

2/24/15
 Date Signed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

1 **Memorandum of Agreement between the Honeoye Falls-Lima Transportation Association**
2 **And the Honeoye Falls-Lima Central School District**
3

4 WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as "District") and the Honeoye
5 Falls-Lima transportation Association (hereinafter referred to as "Association") have agreed to a Collective
6 Bargaining Agreement (hereinafter referred to as "Agreement") effective from July 1, 2012 through June 30, 2015;
7 and
8

9 WHEREAS, the District and the Association have negotiated a health insurance benefit located in Article III, Letter
10 A, #2; and
11

12 WHEREAS, the District and the Association believe the following to be in the best interest of both parties for
13 recognition of new member's current District Employment Service; and
14

15 WHEREAS, Mr. Adam Lewis, is a new member to the Association, but has been an employee of the District for
16 seven years; and
17

18 THEREFORE, the parties agree to the following:
19

- 20 1. Consistent with the Agreement, the health insurance contribution amount for Mr. Lewis will be 15% and
21 the District contribution will be 85%.
- 22 2. All parties have read this Memorandum of Agreement and had its provisions explained to them by the
23 representative of their choice and fully understand the provisions of this agreement.
- 24 3. This Memorandum represents the full, final and complete agreement of the parties superseding any oral
25 agreements or understandings, and may not be waived, modified or discharged orally, but only by a
26 written agreement signed by the parties hereto.
- 27 4. This agreement is in no way precedent setting.
- 28 5. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity
29 or enforceability of the entire agreement.
- 30 6. All parties enter this agreement, knowingly, freely, and without coercion.
- 31 7. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this
32 agreement.
33
34
35
36
37
38
39

40 IN WITNESS WHEREOF, this settlement agreement has been executed this 23 day of May, 2014 intending to
41 be legally bound.
42
43

44 _____
45 Mr. Gene Mancuso, Superintendent, on behalf of the
46 Honeoye Falls-Lima Central School District
47
48

_____ 5/23/14
Date

49 _____
50 Mr. Bill Soehner, Association President, on behalf of the
51 Honeoye Falls-Lima Transportation Association
52
53

_____ 5/23/14
Date

54 _____
55 Mr. Adam Lewis
56

_____ 5/23/14
Date

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

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as "District") and the Honeoye Falls-Lima Transportation Association (hereinafter referred to as "Association") are parties to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, Article III, Section C, on Page 3, of the collective bargaining agreement dated the 11th day of July, 2012, allows \$1,150.00 in a Health Reimbursement Account for all unit members; and

WHEREAS, the Patient Protection and Affordable Care Act has placed certain eligibility requirements on the funding of Health Reimbursement Accounts (hereinafter referred to as "HRA") that can restrict the district's legal ability to fund certain employee's HRA accounts as specified in the current collective bargaining agreement; and

WHEREAS, Honeoye Falls-Lima Central School District believe the following to be in the best interest of both parties to ensure that all unit members receive their contractual HRA monies; and

THEREFORE, the parties agree to the following:

1. Unit members have a Health Reimbursement Account under Article III, Section C, Page 3 of the 2012-2015 collective bargaining agreement.
2. Under the Patient Protection and Affordable Care Act, unit members who do not have health insurance with the District and do not have any other employer-sponsored health insurance are not permitted to receive the HRA monies.
3. The District and the Association agree those unit members will receive a stipend in the amount of \$1,150.00.
4. This stipend shall be paid as a separate check, with appropriate taxes deducted, in the next payroll that is processed after the signing of this agreement.
5. Unit members who are entitled to receive HRA contributions from the District, but may not receive the money under the Patient Protection and Affordable Care Act, are the only eligible unit members who may receive this alternative method of money.
6. This is not a voluntary election for unit members.
7. The District and the Association have read this memorandum of agreement and has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
8. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
9. This agreement is in no way precedent setting.
10. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
11. Both parties enter this agreement knowingly, freely, and without coercion.
12. Signatures below indicate all parties, being duly authorized, have read the foregoing and enter into this agreement.

IN WITNESS WHEREOF, this settlement agreement has been executed this 30th day of October, 2014 intending to be legally bound.

Mr. Gene Mancuso, Superintendent, on behalf of the
Honeoye Falls-Lima Central School District

Date _____

Bill Soehner, Association President, on behalf of the
Honeoye Falls-Lima Transportation Association

Date _____