

**PITTSFORD CENTRAL SCHOOL DISTRICT**

**AGREEMENT BETWEEN**

**THE**

**PITTSFORD CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND THE**

**PITTSFORD BUS DRIVERS' AND  
ATTENDANTS'  
ASSOCIATION**

**JULY 1, 2022—JUNE 30, 2026**

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1. **PREAMBLE**

The District recognizes the Pittsford Central School Bus Drivers' and Attendants' Association as the exclusive negotiating representative for all bus drivers, attendants and monitors and shall not recognize or bargain with any other representative of the employees in the bargaining unit.

2. **DEFINITIONS**

2-1 Full-time Employee

A driver, attendant or monitor who holds an AM, Midday and PM contract or an AM and PM contract position at a Pittsford school is considered a full-time employee.

2-2 Part-time Employee

For the purposes of this unit, "part-time employee(s)" shall mean: A driver, monitor or attendant who holds an AM OR PM run.

2-3 Sub Employee

For the purposes of this unit, "sub employee(s)" shall mean a driver, attendant or monitor who reports to work daily for an AM and/or Midday and/or PM route. These employees hold a contract to cover the routes of absent drivers or vacant runs. Sub drivers are required to follow the same procedures as regular drivers regarding vehicle care and student management. The sub driver shall perform driving related assignments as required by the Head Bus Driver, Dispatcher or Director of Transportation or designee in their absence, when not assigned to a route.

2-4 On-call Employee

For the purposes of this unit, "on-call employee(s)" shall mean a driver, attendant or monitor who reports to the Pittsford Transportation Department (bus garage) only when scheduled by or called in by office personnel. On-call drivers, attendants and monitors do not hold a contract. The District will use on-call drivers, attendants and monitors in one of two ways: 1. the District will maintain a list of on-call drivers, attendants and monitors and based on seniority schedule two people to show up daily for one week on a rotating basis and 2. the remaining people on the list will be called in on an as needed daily basis.

2-5 Retired Employee

For the purposes of this unit, "retired employee(s)" shall mean a driver, attendant or monitor who retired from the Pittsford Central School District through the NYS Employees' Retirement System or the Social Security System.

2-6 Work week

A work-week is defined as 12:00 AM Sunday through 11:59 PM Saturday.

## 2-7 Guarantees

AM/PM drivers, attendants and monitors will be guaranteed a minimum of 4 hours, 30 minutes per day. The contract hours will be between 6:00 AM – 9:45 AM and 1:30 PM – 4:30 PM.

AM only drivers, attendants and monitors will be guaranteed a minimum of 2 hours, 15 minutes per day. The contract hours will be between 6:00 AM – 9:45 AM.

PM only drivers, attendants and monitors will be guaranteed a minimum of 2 hours, 15 minutes per day. The contract hours will be between 1:30 PM – 4:30 PM.

Midday contract drivers, attendants, and monitors will be guaranteed a minimum 1 hour, 30 minutes per day. The school program they serve will dictate midday drivers', attendants' and monitors' contract assignment hours.

“The assigned contract times” means that-a unit member who returns early, is obligated to remain on station as assigned by the Director of Transportation or designee until the expiration of the contract time.

## 2-8 40 Hour Week

The District may generate 8 hr. per day – 40 hr. per week contract positions as needed. These positions would be posted and assigned via driver, attendant or monitor seniority. If the most senior driver, attendant or monitor is not qualified for the position, the next most senior driver, attendant or monitor may be assigned the position. A driver, attendant or monitor accepting an 8 hour per day contract will do so knowing the contract excludes the minimum guarantees and contract hours stated in section 2 - 7 above. For example: Hours might be 6:45 – 3:45 with a one hour lunch.

## 2-9 Altering times

The contract hours specified in 2-7 above may be altered, however the guaranteed minimum number of hours will not change.

## 2-10 Pre and post checks

Pre-check, post-check, fueling, rinsing, interior dusting, window cleaning, mopping and sweeping etc. are the responsibility of the driver and are to be conducted within the guaranteed times.

## 2-11 Computing salary

When it becomes necessary to compute a driver's, attendant's, or monitor's approximate annual salary, the following formula will be used:

Hourly rate x contract hours per day x 194 days = approximate annual salary.

The 194 day includes student instructional days, ten (10) holidays, and may include pre-school orientation day(s), and Superintendent's Conference Days. If on the 183rd and

184th day the driver, attendant and/or monitor is not scheduled for any runs, he/she will thoroughly clean the inside of his/her bus including but not limited to the windows, seats and floor. The District in its discretion can schedule a staff development day on either of these days and no extra compensation will be provided.

The mandatory preschool safety meeting (orientation day) will be held in late August or early September and is part of the 194 day work year.

#### 2-12 Pay periods

Drivers, attendants and monitors will have the option to be paid 1/20<sup>th</sup> of the annual salary in 20 payments or the unit member may opt to be paid 1/24<sup>th</sup> of the annual salary in 20 payments and 4/24<sup>th</sup> of the annual salary in the last pay in June. Salary payments will be made on the 15<sup>th</sup> of the month and the last business day of each month. If the 15<sup>th</sup> falls on a weekend, payment will be made on the preceding business day. Once this election is made it is irrevocable for that school year.

#### 2-13 Time Sheets

All unit members will receive a time sheet for verification each pay period. All unit members will be required to sign and verify the hours worked and use of leave accruals. The signed time sheet must be returned to the Director of Transportation or designee for the unit member to receive the next paycheck.

#### 2-14 When Pittsford Central Schools are Closed

- A. Drivers, attendants and monitors whose contract assignment is to a non-Pittsford public school, which is operating on a day when Pittsford Central Schools are closed (as established yearly on the Pittsford School student attendance calendar) must fulfill that contracted assignment and will receive regular hourly pay for working their guaranteed times.
- B. A driver, attendant or monitor who bids for that contracted assignment due to the absence of the regular driver, attendant or monitor will receive their individual hourly rate at a minimum of 2 hours and 15 minutes per shift.

#### 2-15 Early Dismissal and Emergency Closings

- A. On days when there is a regularly scheduled early dismissal, drivers, attendants, and monitors will be paid a minimum of 1 1/2 hours up to a maximum of the actual work time required. No extra pay will be paid during a driver's, attendant's, or monitor's regular contract hours.
- B. Emergency early dismissals will be paid at the driver's, attendant's, or monitor's regular hourly rate for time worked.
- C.1. Drivers, attendants and monitors will be paid their guaranteed hours for days that school is closed for emergency or inclement weather reasons. In the event that a unit member arrives for their route and an emergency closing is declared within one



half hour of their scheduled start time, the unit member will be paid their hourly rate for the guaranteed hours plus the normal extra time for the am route only.

- C.2. If the District schedules a make-up day as a result of the closing for emergency or inclement weather, the drivers, attendants and monitors will work on that make-up day without any additional compensation.

#### 2-16 Training Sessions

Training Sessions: Whenever the following training sessions are scheduled the District will pay, upon successful attendance and completion, the driver's, attendant's or monitor's regular hourly rate:

- 1 pre-service session (3 hours)
- Basic 30-hour course
- Advanced 10-hour driver course (one time every three years)
- Attendant 10-hour course

Any additional training or testing deemed necessary to develop the skills needed to accomplish the job of driver, attendant or monitor shall be paid the driver's, attendant's or monitor's regular hourly rate, when scheduled outside of normal contract hours.

#### 2-17 Mandated Meetings

Mandated meetings, including but not limited to the safety course mandated by the NYS Education Department, off site meetings or other meetings called by the District, work related meetings, trainings or testings may be held on Superintendent's Workshop Days and no extra compensation will be paid.

A "Request for Extra Pay" may be submitted when a driver, attendant or monitor is required to meet with a supervisor for any reason related to a student or route issue, and this work takes place outside of the employee's contract hours. The "Request for Extra Pay" must be authorized by the supervisor involved.

District mandated meetings held outside contract hours will be paid at the driver's, attendant's, or monitor's regular hourly rate when held outside of normal contract hours. Examples include but are not limited to building based meetings.

#### 2-18 Unlicensed drivers

The District will compensate unlicensed drivers for training.

#### 2-19 Soiled Clothing/Vandalism

The school district will reimburse all drivers, attendants, and monitors up to \$100.00 maximum to offset cleaning, repairing, or replacing of clothes and/or personal property destroyed, soiled or damaged in the performance of their duties. The determination of eligibility is subject to the Director of Transportation approval, and a receipt of the new purchase is provided. This section is not retroactive.

## 2-20 Damage to Property

Drivers, attendants, and monitors will be reimbursed for damage and/or vandalism to his/her automobile or personal property after the application of any insurance deductible coverage, up to a maximum of \$500.00, provided the loss is work related and occurs on school property. The determination for eligibility of this reimbursement shall be made by the Director of Transportation or designee in their absence, and a required receipt must be provided. This section is not retroactive.

## 2-21 Replacement of Personal Property

The District shall reimburse drivers, attendants, and monitors for the replacement value of dentures, eyeglasses, hearing aids, or similar bodily appurtenances damaged, destroyed or lost as a result of an assault or accident sustained by the employee while acting in the discharge of assigned duties, provided the employee has not been negligent. The driver, attendant or monitor must provide proof of purchase of the item to be replaced. The determination for eligibility of this reimbursement shall be made by the Director of Transportation or designee in their absence.

## 2-22 Transportation of Sick Students

Drivers, attendants, and monitors will be compensated for the transportation of sick students for a minimum of 45 minutes pay at the driver's, attendant's, or monitor's individual hourly rate when done outside of contract hours.

## 2-23 Longevity Award

Drivers, attendants, and monitors achieving 5-9 years, 10-14 years, 15-19 years, 20+ years of continuous service as AM/PM or greater contract drivers, attendants, and monitors shall be awarded \$150, \$500, \$750, \$900 respectively. These amounts and years are not retroactive. Payment will be made annually each May of each school year and shall not be part of the base pay for salary increases.

## 2-24 CDL License

Contract drivers, sub drivers and on-call drivers will be reimbursed the difference between a Non-CDL driver's license and their required CDL driver's license upon renewal. This benefit shall not apply to the initial license fee incurred by newly hired drivers.

## 2-25 Communication Cards

District will pay attendants and monitors a one time compensation of three hours per school year at their hourly rate to complete and maintain communication and evacuation cards throughout the school year upon approval of the Director of Transportation or designee.

Bus drivers without Attendants who have a Special Needs student(s) on their bus will be paid a one time compensation of three hours at their hourly rate if a request to complete the communication and evacuation cards is made by the Director of Transportation or designee.

## 2-26 Safe Rider Team

The District will provide regular school bus safety instruction to students in grades K through 3 at all District elementary schools. The Safe Rider Team, made up of school bus drivers, attendants and monitors, will deliver the curriculum. The team will report to the Safety Coordinator or Transportation Director. Vacancies on the team will be posted. Selection to the team will be based on a joint interview process. The interview team is comprised of the Director of Transportation or designee, Safety Coordinator, and one Association member designated by the Association President. The selection of the successful candidate will be chosen from among the three most senior applicants. Each instructor is compensated \$15.00 per session.

## 2-27 Career Award

Those drivers, attendants and monitors who have ten (10) years of full-time continuous service or 12,000 hours of continuous service as a Pittsford employee, who are eligible to retire and do retire under the New York State Employees' Retirement System or under the Social Security System, shall be paid an allowance of \$45/day for each unused accumulated sick day at retirement to a maximum of 200 days for any unit member, to a maximum of \$9,000 to be paid in a 403(b) plan in one lump sum.

Employer contributions will be deposited into the 403(b) account of each recipient employee. If the employee does not have a 403(b) account, the District shall deposit the employer contributions, in the name of the employee, into a 403(b) account established in the employee's name.

## 2-28 Retired Driver Status

A driver who retires from Pittsford Central School District through the NYS Employees' Retirement System or Social Security, may be re-hired.

If rehired as a driver, they will be paid the following rates:

Rate of pay at the time of retirement for the 2022-2026 school years

The agreed upon salary increase in 3-2 will apply.

## 2-29 Retired Attendant and/or Monitor Status

An attendant or monitor, who retires from Pittsford Central School District through NYS Employees' Retirement System or Social Security, may be rehired.

If rehired as an attendant or monitor, they will be paid the following rates:

Rate of pay at the time of retirement for the 2022-2026 school years

The agreed upon salary increases in 3-2 will apply.

### **3. COMPENSATION**

#### **3-1 Beginning Rates**

Drivers upon hiring may be granted up to ten (10) years' salary credit for previous FULL year experience.

New hires with more than ten (10) full years' experience, may be granted a salary credit for 10 years' experience hourly rate plus 2% for each additional year of service beyond ten (10).

No new hire will have a beginning hourly rate that is higher than any driver who is currently on staff with the same number of years of experience.

The Director of Transportation and the Association President will meet to mutually find a resolution when a newly hired unit member's hourly rate falls outside of the schedule so that no new hire's hourly wage rate is above a current unit member's hourly rate.

#### **New Driver Beginning Hourly Rates**

<b>Years of Experience</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
1	\$22.62	\$23.41	\$24.23	\$25.08
2	\$22.96	\$23.76	\$24.59	\$25.46
3	\$23.30	\$24.12	\$24.96	\$25.84
4	\$23.65	\$24.48	\$25.34	\$26.22
5	\$24.01	\$24.85	\$25.72	\$26.62
6	\$24.37	\$25.22	\$26.10	\$27.02
7	\$24.73	\$25.60	\$26.50	\$27.42
8	\$25.10	\$25.98	\$26.89	\$27.83
9	\$25.48	\$26.37	\$27.30	\$28.25
10	\$25.86	\$26.77	\$27.71	\$28.68

#### **New Attendant and Monitor Beginning Hourly Rate**

Attendants, and/or monitors, upon hiring, may be granted up to ten (10) years' salary credit for previous FULL year experience.

New hires with more than ten (10) full years' experience, may be granted a salary credit for 10 years' experience hourly rate plus 2% for each additional year of service beyond ten (10).

No new hire will have a beginning hourly rate that is higher than any attendant or monitor who is currently on staff with the same number of years of experience.

The Director of Transportation and the Association President will meet to mutually find a resolution when a newly hired unit member's hourly rate falls outside of the schedule so that no new hire's hourly wage rate is above a current unit member's hourly rate.

Years of Experience	2022-23	2023-24	2024-25	2025-26
1	\$17.52	\$18.14	\$18.77	\$19.43
2	\$17.78	\$18.41	\$19.05	\$19.72
3	\$18.05	\$18.69	\$19.34	\$20.02
4	\$18.32	\$18.97	\$19.63	\$20.32
5	\$18.60	\$19.25	\$19.92	\$20.62
6	\$18.87	\$19.54	\$20.22	\$20.93
7	\$19.16	\$19.84	\$20.52	\$21.25
8	\$19.44	\$20.13	\$20.83	\$21.56
9	\$19.74	\$20.43	\$21.14	\$21.89
10	\$20.03	\$20.74	\$21.46	\$22.22

### 3-2 Salary Increases

For Returning Bus Drivers:

2022-2023: Federal MOA, WHICH IS \$5.00, + \$1.00 per hour + 4%, salary adjustment made to hourly rate before the percentage is applied, retroactive.

2023-2024 4%

2024-2025 4%

2025-2026 4%

For Returning Bus Attendants and Monitors:

2022-2023: Federal MOA, WHICH IS \$2.00, + \$1.50 per hour + 4%, salary adjustment made to hourly rate before the percentage is applied, retroactive.

2023-2024 4%

2024-2025 4%

2025-2026 4%

### 3-3 Attendance Bonus

Unit members who do not use any sick/illness days, personal business days, or take any unpaid days, during a designated attendance period shall receive an attendance bonus in a lump sum amount. The lump sum of \$500, will be payable in fifths for each attendance period. A unit member will receive the one fifth amount after each attendance period. The amount is available in any of the five attendance periods and is not cumulative. The attendance periods are designated as Period 1. September, October; Period 2. November, December; Period 3. January, February; Period 4. March, April; Period 5. May, June.

### 3-4 School year

A school year consists of 194 days:

194 days includes student instructional days, ten (10) holidays, and may include pre-school orientation day(s), and Superintendent's Conference Day(s).

The ten holidays are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and December 25.<sup>th</sup>

### 3-5 Service credit

One full year of service shall be granted to drivers, attendants and monitors who commence employment prior to December 1 and complete it by June 30 each year. Drivers, attendants and monitors hired between December 1 and February 1 will be granted one-half year of service credit. Those hired after February 1 will continue at the same step under the new salary schedule.

### 3-6 Sub Driver

A driver who is contracted as a "Sub Driver" shall be granted an additional \$1.75 per hour, and an extra ¾ hours guaranteed time at their driver's hourly rate. This is an incentive to give up their regular assignment and be available to drive any route needing to be covered. Sub Driver positions will be posted and assigned by seniority.

## 4. FIELD TRIPS

### 4-1 Compensation

Drivers, monitors and attendants will receive their hourly rate for all field trips. There will be no maximum number of hours.

- a. Weekday trips – Two-hour minimum. No maximum number of hours.
- b. Weekday evening trips – Three-hour minimum. No maximum number of hours.
- c. Saturday, Sunday, Holiday and Recess period trips – four hour minimum, the thirty minutes the driver, attendant and monitor arrives prior to the trip for the pre-trip is included in the four hour minimum.

- The following cancellation rates apply if a trip is cancelled after the driver, attendant, or monitor arrives at the bus garage: Two hour maximum pay for day trips during the week, two hour maximum pay for evening trips during the week, and three hours maximum pay for Saturday, Sunday, holiday, and recess break trips.
- Drivers, attendants, or monitors performing assignments after graduation ceremonies and before the start of any Fall sports will be compensated at their hourly rate.

### 4-2 Trips During Contract Hours

In computing the compensation for school day field trips that span a driver's, attendant's, monitor's, contract hours, the driver's, attendant's, or monitor's contract hours will be deducted from the field trip hours.

#### 4-3 Maximum Hours

Trips may be assigned to unit members until they have worked 40 hours per week maximum. Trip assignments shall be based on a driver bid system limited by a 40 hour work week including accumulated trip hours.

#### 4-4 Meal Reimbursement

Drivers, attendants and monitors will be reimbursed up to \$17.50 for meals on trips 5 hours or more and \$25.00 if the trip is 8 hours or longer.

Meals shall be reimbursed when an itemized meal receipt is submitted for out-of-pocket expenses only.

The meal reimbursement window is six (6) hours prior to the scheduled start time of the trip to isolated/constrained locations subject to prior approval from the Director of Transportation.

#### 4-5 Waiting Period

Newly licensed drivers have a 60 working day waiting period for field trip eligibility; previously licensed drivers have a 30 working day waiting period for field trip eligibility.

#### 4-6 Trip preference

AM & PM contract drivers, attendants and monitors will have preference over "On-Call", "AM only" or "PM only" and "Retired" drivers for eligibility of field trips.

The 10 least senior drivers shall be assigned in advance on a rotational basis for a one week period. The unit member may be called and assigned to a trip where no driver signed up for or bid on the trip. This rotational list does not preclude a driver from bidding on a trip that falls during the week the driver is on the list. A driver on the rotation list should plan accordingly to be available that week to drive if called.

#### 4-7 No trip for midday runs

Midday contract drivers, attendants, or monitors are ineligible for midday field trips, unless no eligible driver signs for such trips.

#### 4-8 Trip cards

Each field trip is assigned with a trip card with the take and estimated return times listed. The coach shall write in and initial the actual finish time on the trip card.

#### 4-9 Right of Refusal

A driver/attendant/monitor who is notified sixty minutes or less that a trip changed, can refuse the trip without being charged for the trip, but the driver/attendant/monitor has to decide within ten minutes of receipt of notification of the changed trip to refuse the trip. A driver/attendant/monitor who is notified sixty-one minutes or more that a trip has been changed

has twenty minutes to refuse the trip and if the driver/attendant/monitor refuses said trip, driver/attendant/monitor will be charged for the trip.

#### 4-10 Trip eligibility for Drivers, Attendants and Monitors with Lunch Contracts

A driver, attendant or monitor shall be eligible for trips between the hours as defined in Section 2-7 guarantee, as long as the trip hours do not conflict with the unit members contract hours.

### **5. SENIORITY**

#### 5-1 Definitions

Seniority shall be defined as the number of continuous years of employment as an AM and PM bus driver, attendant, or monitor commencing with the last date of hire. AM only and PM only drivers, attendants, and monitors will be granted seniority upon becoming an AM/PM driver, attendant, or monitor. The seniority position will be determined by dividing the total years of service by two.

#### 5-2 Determine Seniority

In the event of identical dates of employment, the determination of seniority shall be based on date and time of original contract signature. Signed contracts for employment in the district shall be time and date stamped.

#### 5-3 Seniority Assignments

Seniority shall be used as the basis for all driving, attendant and monitor-related assignments with the exception of extra summer duties. Extra summer duties are non-student transport in nature.

#### 5-4 Open routes

During the school year routes that become open by means of a bus driver's resignation, retirement or dismissal shall be considered vacant. These vacancies shall be posted for a period of five school days and assigned to the most senior driver applicant with the approval of the Director of Transportation or designee in their absence. Any vacancy created by the senior applicant's assignment to the new route will not be posted. A Sub Driver or on-call driver will be assigned by the Director of Transportation, or designee in their absence, until a permanent driver is hired for the route.

#### 5-5 Extra work

Work will be assigned in accordance with standard operating procedures to fill a 40 hour work week. All extra work (not performed under contract) occurring after 9 am and before 2 pm, excluding trips, will be assigned by seniority.



5-6    Excess

In the event of the elimination of any route, the least senior driver, attendant or monitors shall be excessed.

5-7    Seniority List

Seniority lists shall be updated annually by September 15 each year, and whenever there is a change in seniority status. The list shall be posted in the bus garage.

**6.    LEAVES OF ABSENCE**

6-1    Personal Business and Family Illness Days

Each employee shall be granted leave for personal business and personal illness or serious illness in the immediate family. The immediate family shall mean spouse, parent, son, daughter, brother, sister or a relative residing in the household, as outlined in Section 6-1a and 6-1b.

Full-time employees will be granted ten (10) days sick leave and two (2) personal business days annually for ten month employees and twelve (12) sick days and (2) personal business days for twelve month employees.

Part-time employees will be granted five (5) days sick leave and two (2) personal business days, equal to their normal working day, cumulative to 100 normal working days.

Unused personal business days convert to sick leave at the end of a given school year. Any unused portion of such leave of absence may accumulate over the years to 200 days for 10 month employees and 240 for 12 month employees.

The parties will work jointly to provide a presentation on appropriate use of days as outlined in Section 6.

6-1a    Personal Illness and Family Illness Days

Any bargaining unit member using an illness day on the work day immediately preceding or after a holiday or recess period must substantiate the illness by providing a statement signed by a duly registered physician or a Christian Science practitioner as soon as practicable but not later than five (5) school days of the date of the return.

Failure to provide the statement will result in a pay deduct for the holiday or recess period and the day of the absence.

6-1b    Personal Business Days

Personal Business days are defined as days when unit members must complete personal business which can only be conducted during the normal work day. Personal days may not be used for vacation, recreation or to extend a school vacation or holiday period. Personal days prior to or after a holiday need written verification. Any unit member who by willful misrepresentation violates the personal business leave policy may face disciplinary action.

## 6-2 Prolonged Illness Days

At the end of the third, eighth, thirteenth and eighteenth years of Pittsford service, the Board of Education will credit each full-time and part-time driver, attendant and monitor with 25 prolonged illness days of absence with pay to a maximum of 100 days.

Days credited with this provision may be used for any illness which keeps an employee from his duties for more than fifteen consecutive school days. Upon reaching the sixteenth consecutive day of continuous illness, the regular cumulative leave days previously used for that illness will be restored by use of these prolonged illness days. These will be kept separate from the accumulated days mentioned above.

## 6-3a Leaves of Absence Without Deduction of Personal or Sick Leave

### Bereavement Days

Spouse, son, daughter, mother, father, sister or brother	5 days
Grandparent or grandchild	5 days
Mother-in-law, father-in-law, brother-in-law, sister-in-law, or person living in household	3 days

### Subpoena

*(Provided the unit member is a direct witness, or character witness not just for support)* As required and approved

### Jury Duty

(unit members receive all full-time or part-time salary and court fees) As necessary

### Religious Observation days

(District can verify from the house of worship with the unit member providing name and phone number for the house of worship for the District to follow up). 2 days

### Quarantine by Health Bureau

As necessary

## 6-3b Leaves of Absence Which Require Deduction of Personal Business Leave

### Bereavement Days

Aunt, uncle, niece or nephew

Other relatives not previously mentioned

Close friend when prior approval is obtained

\*Consideration will be given to additional time when funeral is not in the immediate area

Wedding - Immediate Family

### College Graduation, Initial registration

(freshman year) - immediate family

### Birth - for the father

House Closing for Personal Residence

Other Urgent and Necessary Personal Leave at the discretion of the administration

\*Personal Business Days may be taken in ½ day increments.

**6-4** Child Care Leave

Each employee shall be granted Child Care Leave in conjunction with the birth, adoption or guardianship of a child. Such leave shall be granted for no longer than two full years. The return from any such leave shall be at the start of the second semester of the first year or at the beginning of a school year. No two Child Care Leaves shall be granted consecutively.

Employees must provide written notice to the Human Resources Office of the expected date of the leave as soon as possible but not less than 90 days prior to the commencement of the leave. A form of proof is needed. It is understood that in the event of an adoption or guardianship, 90 days prior notice may not always be possible.

Notification of intention of return to position must be received by the Human Resources office by November 1 if returning at the start of the second semester, or by March 1 if returning at the beginning of the following school year. Failure to notify the District of intention to return by those dates shall be deemed a resignation.

An employee returning from Child Care Leave shall retain seniority rights granted prior to the leave.

An employee returning from Child Care Leave of less than one full school year shall be assigned to the same position, if in existence, which the employee held at the time the leave commenced.

**7.** **INSURANCE**

**7-1-1** Health Insurance

The Board of Education shall provide hospital, surgical and major medical insurance for all regularly assigned employees who work 15 hrs/week or more. Employees shall not be eligible for duplicate District provided insurance.

**7-1-2** Full-time employees who were enrolled in a district sponsored health plan prior to or on June 30, 2006, shall contribute 25% of the health insurance premium during their first three years of continuous service in the District. Effective February 1, 2015, RASHP 2 Value will become the base plan. The Board shall pay 100% of the premium of RASHP 2 Value. Effective July 1, 2015, the Board shall pay 97.5% of the premium of RASHP 2 Value. Effective July 1, 2016, the Board shall pay 95% of the premium of RASHP 2 Value. In the event that the employee elects coverage through RASHP 2 Select or Blue Cross/Blue Shield Blue Million, the employee will pay the difference between the cost of the plan selected and the District's contribution for the RASHP 2 Value policy. Employees who work less than full-time shall contribute an additional amount on a prorated basis.

- 7-1-3 For all employees subscribing to health insurance for the first time on or after July 1, 2006, through February 1, 2015, during the first three years of continuous service in the District, shall contribute 20% of the cost of RASHP 2 Value. After three years of continuous service, the employee shall pay 10% of the premium for RASHP 2 Value. In the event that the employee elects coverage through RASHP 2 Select, the employee will pay the difference between the cost of the plan selected and the District's contribution for the RASHP 2 Value policy.
- 7-1-4. All employees subscribing to health insurance for the first time on or after February 1, 2015, shall contribute 20% of the cost of RASHP 2 Value. In the event that the employee elects coverage through RASHP 2 Select, the employee will pay the difference between the cost of the plan selected and the District's contribution for the RASHP 2 Value policy.
- 7-1-5 For employees retiring on or after July 1, 1996 through the New York State Teachers' Retirement System, the New York State Employees' Retirement System, or the Social Security System, provided the employee has met the minimum criteria as stated in 7-1-6 below, the board will pay the cost of health insurance as is paid for current employees. For retirees receiving Medicare coverage on or before June 30, 1996, the board will continue to reimburse the retiree the cost of such coverage.
- 7-1-6 The employee must have been a full-time staff member of the Pittsford Central School District for a minimum of ten (10) years of uninterrupted service preceding the normal retirement date. Part-time employees will qualify for this benefit if they have achieved 12,000 hours of uninterrupted driving, attendant or monitoring service while with the Pittsford Schools.
- 7-1-7 Retired employees who do not meet the minimum criteria stated in 7-1-6 above may continue participation in the group at no cost to the District.
- 7-1-8 The Board of Education shall extend coverage to the spouse and dependent children of a deceased full-time employee (working or retired) for a period of three years or until remarriage or becoming otherwise insured. The employee must have met the requirement as stated in 7-1-6 (above).
- 7-1-9 Employees employed prior to June 30, 2018, who did not subscribe to health insurance when first hired because they have coverage from another source but then elect to subscribe at a later date, shall have the health insurance contribution percentage that was in force on the date which they were hired. The percentage contribution shall correspond with the number of years of continuous service. (For example: if a driver is hired and does not access the health insurance benefit for two years, that driver will pay the higher rate for one year and then move to lower rate after three years of service. If the driver is on staff for 7 years and then accesses the benefit, the driver will pay the lower rate because he/she has been on staff for more than three years.)
- 7-1-10 The District shall offer and unit members shall have access to all health insurance plans offered by the RASHP consortium. The District shall contribute the negotiated percentage of the current base plan to the plan chosen by the unit member. The unit member will pay the difference, if any, between the cost of the plan selected and the District's contribution for the RASHP2 BluePoint2 Value policy.

#### 7-2 Flexible Benefit Plan

The District will offer a flexible benefits plan according to Internal Revenue Code Section 125 at no administrative cost to the District.

#### 7-3 Dental Insurance

The Board of Education shall provide dental insurance for all regularly assigned employees who work 15 hours per week or more.

The dental coverage provided shall be the Blue Shield Smile Saver Program Option IV or a plan with like coverage.

The Board shall pay the total premium for all employees who work 15 hrs/week or more.

When both husband and wife are employed by the District they may not individually elect family contracts. When both husband and wife are employed in the District and have children under 26 years of age, one may elect a single contract and the other may elect a family contract. When both husband and wife are employed by the District, they may individually elect single contracts. A single employee with dependents up to age 26 may elect family coverage.

#### 7-4 Life Insurance

The Board of Education shall provide on a 50/50 cost basis a \$10,000 Term Life Insurance Policy for all full-time employees with less than five years of Pittsford service. Said employees must be employed for at least 40 weeks per year. Coverage will begin the first month following one complete month of employment. After five years of full-time employment, the District will share the cost of a \$20,000 term life insurance policy provided the employee has submitted the appropriate forms and fulfilled the requirements of the insurer. Employees who retire through the New York State Employees' Retirement System and/or the Social Security system may at their own expense, based on the insurance company's portability rates, maintain their coverage to age 75.

#### 7-5 Long Term Disability Insurance

The Board of Education extends to each full-time employee, coverage as outlined on a shared 50/50 cost basis. The new employee waiting period is 30 days; the waiting period for benefits is 90 days; accumulated sick leave is used prior to receiving benefits; the plan covers disability due to mental and nervous disorders also. Said employees must be employed at least 40 weeks per year. The monthly benefit is 66 <sup>2</sup>/<sub>3</sub>% of salary with a maximum of \$2500/month. All benefits are paid through a private carrier and are subject to their policy provisions.

Employees with 10 years, full-time service, will be entitled to all benefits if disabled that they would incur if retiring and meet the qualifications of eligibility outlined when retiring. If disabled and under 10 years full-time service, the employee may continue, if and as allowed by the sponsoring company, in Health Insurance, Life Insurance and Disability Insurance by paying the full cost of the program.

## **8. DRUG AND ALCOHOL TESTING AND PHYSICAL FITNESS TESTING**

### **8-1-1 Drug and Alcohol Testing:**

Employees may be required to submit to an alcohol or drug test in accordance with the provisions of applicable state or federal laws or in accordance with district policy. Employees shall be paid at their hourly rate for time spent on the testing and related procedures, including wait time and traveling time to and from the site when testing is performed outside of the employees' regularly scheduled contract hours.

### **8-1-2 Physical Fitness:**

Employees may be required to submit to the New York State Education Department biennial physical performance test, the 19-A annual physical examination and the 19-A biennial written test in accordance with the provisions of applicable state or federal laws or in accordance with district policy. Employees shall be paid at their hourly rate for time spent on the testing and related procedures, including the three day wait time and traveling time to and from the test site when testing is performed outside of the employees' regularly scheduled hours.

## **9. GRIEVANCE PROCEDURES FOR UNIT MEMBERS**

9-1 The following procedures for the orderly settlement of grievances of unit members of the Pittsford Central School District will be as follows:

### **9-1-1 Definitions**

#### **A. Superintendent**

This term shall apply to the Superintendent of the Pittsford Central School District.

#### **B. Immediate Supervisor**

This term shall be used for any person directly responsible for, or exercising any degree of evaluation and/or regulation of, or authority over another unit member.

#### **C. School Day**

This shall mean any day on which the schools of the Pittsford Central School District are open for the attendance of pupils for regular instruction. When the schools of the Pittsford Central School District are in recess for any vacation, school day shall mean any day which the unit member is normally required to be on duty.

#### **D. Representative**

This term shall mean the counsel or other person designated by either party to act in its behalf.

#### **E. Grievances**

Any claimed violation, misinterpretation of inequitable application of this agreement provided, however, that such term shall not include any matter involving a retired member's retirement benefits; disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

F. Grievant

This shall mean any unit member or group of unit members whose position is included within the negotiating unit and files a timely grievance.

9-1-2 Basic Principles

- A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- C. An employee shall have the right to be represented at any stage of the procedure by the Association representative of his or her own choice.
- D. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- E. No hearings shall be open to the public.
- F. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make determination within the authority delegated to him within the time specified in these procedures.

9-1-3 Procedures

A. Step One

The unit member must first discuss his/her problem with his/her immediate supervisor within thirty (30) school days of the alleged incident. If the problem is minor in scope or of such a nature that it can easily be resolved, the unit member may not wish to proceed with a formal grievance. At this stage unit members should proceed as follows.

1. Transportation Employees – Drivers, attendant, monitors to the Director of Transportation.

B. Step Two

If the unit member's problem is not resolved in Step One above, he/she should present the grievance in writing within five (5) school days after meeting with the immediate supervisor as follows:

1. Transportation Employees to the Director of Transportation

When a unit member has initiated a grievance as outlined above, it shall proceed as follows:

A. The Director of Transportation above shall render the determination in writing, to the grievant within five (5) school days after the grievance has been presented to him/her and a copy thereof shall be filed with the Superintendent and the Grievant.

B. If such grievance is not satisfactorily resolved at this stage, the grievant will meet with Pittsford Central School Bus Drivers and Attendants' Association Executive Board and state their concerns. If the executive board agrees to support the grievance, they may proceed to Step Three.

C. Step Three-Superintendent

1. Within five (5) school days after the grievant has been notified of the determination made at Step Two, the grievant may make a written request to the Superintendent of Schools for a review and determination of the grievance.
2. The Superintendent may designate a person to act on his/her behalf. In the event a person is so designated the grievant and Association shall be notified, in writing, of the designation.
3. The Superintendent or designee, shall notify the grievant his/her immediate supervisor and the Association to submit to him/her within five (5) school days after receipt of Step Two determination, written statements setting forth the specific nature of the grievance the facts relating thereto, the determination previously rendered, and the basis upon which it is claimed the previous determination was erroneous.
4. The Superintendent or his/her designee may, after receipt of the written statements from all parties, call a grievance hearing to be held at a time and place designated in the notice to the grievant and the Association and appropriate supervisor or administrator. The grievance hearing shall be held within ten (10) school days, after the notice to the grievant and the Director of Transportation that such hearing is to be held. At the grievance hearing, if called, each party shall have the right to be heard and to submit any additional facts concerning such grievance.
5. In the event no hearing is held by the Superintendent or his/her designee, his/her determination in writing shall be made within ten (10) school days after the written statements referred to in "3" above have been submitted to him/her. Notice shall be by mailing a copy of the determination to the Association.



6. In the event a hearing is held, the Superintendent of Schools, or his/her designee, shall render his/her determination, in writing, within ten (10) school days after the close of the grievance hearing, by emailing to the Association a copy of his/her written determination.

D. Step Four-Board of Education

If the grievant and the Association are not satisfied with the determination made at Step Three and both determine that the grievance is meritorious and that appealing is in the best interest of the Association, then the grievance shall be appealed to the Board of Education. The grievant may within five (5) school days of the final determination by the Superintendent, by written notice, appeal to the Board of Education for a review of the Superintendent's determination made with respect to the grievance.

1. The Association shall submit to the Board of Education, all written statements and records of the case, when it submits the appeal.
2. Within ten (10) school days from the date of receipt of the appeal, and statements and records, the Board of Education shall schedule a hearing at a time and date specified in the notice, and such hearing shall be held within fifteen (15) school days from the date of the receipt of the appeal, statements and records.
3. The grievant and the union representative(s) of the grievant's choice, are entitled to be heard at such Board hearing.
4. No further evidence, proof or facts, other than included within the record as submitted to the Board of Education, shall be introduced at the Board hearing.
5. Within five (5) school days from the date of the completion of the Board hearing, the Board of Education shall render its decision and determination, in writing, a copy of which shall be sent to the Association president.

E. Step Five-Arbitration

1. If the grievant and the Executive Board are not satisfied with the decision rendered at Step 4 and the Executive Board determines that the grievance is meritorious and that appealing is in the best interest of unit members, the Association may submit the grievance to arbitration by giving written notice to the Superintendent within fifteen (15) school days of the decision at Step Four.
2. Within five school (5) days after written notice of submission to arbitration, the District and the Association will agree on a mutually acceptable arbitrator, and will obtain a commitment for said arbitrator to serve. The parties will be bound by the American Arbitration Association (AAA) rules and procedures in the selection of an arbitrator and for the hearing.
3. The selected arbitrator will hear the matter promptly and shall issue a decision not later than thirty (30) days, from the date of the close of the hearing or if oral hearings

have been waived from the date of the final briefs, if applicable, have been submitted for review. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion of the issues.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
5. The decision of the arbitrator shall be final and binding on all parties.
6. The costs for the services of the arbitrator, including expenses if any, will be borne by the District and the Association equally.

#### 9-2 Amendments

The Board of Education, by proper resolution, reserves the right to amend these grievance procedures at any time. Any amendments so enacted shall be distributed in accordance with the distribution procedures hereinafter specified.

#### 10. EVALUATION

The District and the Association agree that a properly administered evaluation procedure is desirable and that the procedure should be a constructive attempt to help the unit member and the supervisor maintain and improve those behaviors and skills that result in a safe, effective and efficient transportation team member.

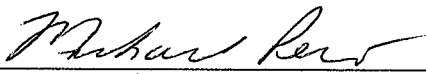
The purpose of an evaluation shall be to assess job performance, not discipline the employee. Information from direct observation of the employee and technical examinations may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.

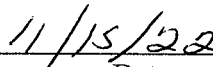
- 10-1 The work performance of all probationary unit members shall be evaluated at least twice during their probationary period. The first evaluation shall be completed within thirty (30) days of the probationary unit members' start date. The second evaluation shall be completed no more than sixty (60) days after the probationary unit members' start date.
- 10-2 All unit members shall have an annual performance evaluation. The annual performance evaluation shall be completed no later than the last scheduled work day for unit members.
- 10-3 Each unit member shall be evaluated on the basis of the negotiated evaluation procedures. The evaluation shall be reduced to writing. Unit members shall be given a copy of the draft evaluation report prepared by the Director of Transportation or designee in their absence, seven (7) days in advance of meeting to review the evaluation.
- 10-4 The Director of Transportation or designee in their absence, shall meet with each unit member to review the evaluations. All evaluations shall be discussed with the unit member before placing the written evaluation in his/her personnel file.

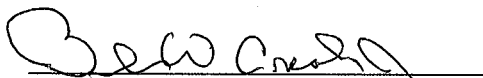
- 10-5 The unit member shall acknowledge receipt of the written evaluation by affixing his/her signature to a copy for the file. A written response may be submitted for inclusion with the file by June 30.
- 10-6 The official personnel file shall be maintained in the District's Human Resources Office. A copy of all written evaluations and attachments shall be forwarded to the Human Resources office for inclusion in the employee's personnel file.
- 10-7 Review of Personnel File  
Each unit member shall, upon request and by appointment, be permitted to review his/her official personnel file as maintained in the Human Resources Office during non-work time. Such review shall not include any reference information supplied by previous employers. The unit member shall have the right to be accompanied by a representative of his/her own selection during such review. The member shall have the right to copy information within his/her own file.
- 10-8 Use of Security Cameras  
Security cameras shall not be pointed directly at drivers; however, both parties acknowledge that the driver's image will be captured in the scope of the camera. No unit member will move or take any measures to obstruct the camera's operation.

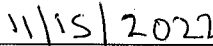
11. DURATION

This agreement will be in effect July 1, 2022 through June 30, 2026.

  
\_\_\_\_\_  
Michael Pero, Superintendent of Schools  
Pittsford Central School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bernard W. Crocker, Jr., President  
Pittsford Bus Drivers and Attendants Association

  
\_\_\_\_\_  
Date

