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COLLECTIVE BARGAINING AGREEMENT

between

CHATHAM CENTRAL SCHOOL DISTRICT

and

CHATHAM CENTRAL SCHOOL DISTRICT BUS DRIVERS' ASSOCIATION

July 1, 2011 -- June 30, 2016



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ARTICLE 1 - RECOGNITION AND PAYROLL DEDUCTIONS

1.1 Recognition

The Chatham Central School District recognizes the Chatham Central School District Bus Drivers' Association as the exclusive negotiating agent for a negotiating unit consisting of permanently appointed District personnel employed in the positions listed in Appendix A.

1.2 Prohibition of Strikes

The Association affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

1.3 Payroll Deductions

- A. The District shall deduct from the wages of the employees and remit to the Association, dues deducted for those employees who sign authorizations permitting such deductions.
- B. The Association shall have exclusive dues deductions, and no other employee organization or union shall be permitted membership dues deductions.
- C. The District agrees to remit dues deductions, at least monthly, to the Association at the address designated by the Association for that purpose.
- D. The number of credit union, retirement annuities or retirement insurance contracts for which the District deducts employee contributions shall not exceed 26 or the maximum number of fields available through the payroll system, whichever is greater. Eligibility for payroll deductions of new companies or plans not in effect through payroll deduction before January 1, 1991, shall require three or more enrollees participating.
- E. An employee may withdraw his or her authorization for a payroll deduction at any time by written notice received by the Board at least two weeks prior to the effective pay period.

1.4 Listing of Employees

- A. Upon request, and up to two times per school year, the District shall provide the Association with a listing of all unit members and their job titles.
- B. The District shall notify the Association of any new employees hired within ten days of the hiring.

1.5 Definition of Days

“Days” shall mean unit working days throughout this Agreement.

ARTICLE 2 – COMPENSATION

2.1 Pay

- A. The hourly rate is determined in accordance with Appendix D. The District agrees to compensate substitute bus drivers as provided in this Agreement.
- B. Permanent employees hired prior to May 7, 2007, shall be placed on their respective year and step based on Appendix C. Permanent employees hired on or after May 7, 2007 shall be placed on year and step according to their Board appointment date.
- C. Effective July 1, 2007, any employee hired on or after September 1 and on or before the last day of the following February shall be entitled to a year increment on the following July 1.

Any employee hired on or after March 1 and on or before June 30, shall not be entitled to a year increment on July 1 of that year but shall be eligible on July 1 of the subsequent year.

- D. Compensation of each employee shall be paid on a bi-weekly basis consistent with the district payroll schedule based on a 178 day plus 9 paid holidays per school year. An equalized pay system will be utilized in order for employees to receive the same compensation each pay period. The amount will be determined by multiplying the number of days, including paid holidays and any other paid leave days as entitled to by this contract, times the employee's hourly rate divided by 26. Employees may also opt for pay as worked.

One installment, so computed, shall be paid on each of 21 payroll dates except the last, on which the employee will receive the balance of their annual salary. This payroll is used by the District to recover overpayment of those on equalized payroll. All compensation adjustments will be made during the month of June in this last payroll, or at the time of separation.

- E. When an employee departs from service mid year, compensation will be calculated to include the actual number of hours worked per day times their hourly rate of pay times the number of days, including paid holidays, sick days, bereavement days or any other paid leave days taken as entitled to by this contract. The employees benefit package will also be adjusted accordingly.
- F. The Driver Trainer Instructor, while performing those specific duties, shall receive a rate equal to \$1.00 per hour more than the top driver rate. The School Bus Driver Instructor and the 19A Examiner, while performing those specific duties, shall receive a rate equal to \$2.00 per hour more than the top driver rate.
- G. Drivers who do not qualify for a Class B license with a P endorsement or are unwilling to drive all fleet vehicles will be paid one dollar (\$1.00) per hour less than as determined in Appendix D.
- H. Bus Attendants will be paid \$1.00 per hour less than a driver of the equivalent year.
- I. Substitutes shall receive an hourly rate of fifty cents (\$.50) per hour less than the hourly rate of step 1.

- J. Retirees from this unit who continue to work for the District as substitutes will receive the same rate as when they retired until the substitute pay equals or exceeds their rate, at which time they will receive the higher of the two rates.

2.2 Premium Pay

Employees shall be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of 40 hours per week. Overtime is based on guaranteed hours rather than actual hours worked. Leave time and holiday time shall be excluded from hours worked as accruing toward overtime.

2.3 Work Assignments

A. Route Assignments

1. When possible, regular route assignments shall be made by the District prior to the beginning of the school year. The District will attempt to maintain such assignments.
2. Separate seniority lists shall be maintained for the following titles: bus driver and attendant. Based on their respective seniority rosters, employees shall be allowed to bid on any regularly-scheduled run that becomes available. The Association and the District will negotiate any subsequent deviation in route assignment that affects seniority. If those parties agree, the decision shall be binding and may not be grieved. In the event that the parties cannot agree, the issue shall be resolved either through the normal grievance process or the internal dispute resolution process. In such case, the Association shall decide which process to use.
3. All drivers must complete their regularly-assigned run before being eligible for driving field trips, sport trips or temporary runs. For short-term substitutions, a driver who is signed up on the extra-work availability list shall, by seniority, be assigned that portion of the six- or eight-hour run not conflicting with the employee's regularly scheduled run, and only the remaining four-hour portion of the driver's run shall be assigned to a substitute when a permanent employee is not eligible.
4. New drivers must complete all state and local driving requirements before being allowed to drive. Experienced drivers must complete two safety meetings per year, for which the driver shall be paid at his or her regular rate of pay. Drivers shall also complete all other qualifications in order to continue to be eligible to drive.
5. All drivers shall be paid a minimum of two hours and all attendants one and three-quarter hours for each AM, PM, noon, late bus, or other regularly-scheduled run requiring a pre-trip check. All attendants shall be paid a minimum of two hours for each AM and PM portion and for noon, late bus, or other scheduled run not requiring a pre-trip check.

- a. In the event of a bus run scheduled independently of its usual other portion (including but not limited to early dismissal and its private school equivalent), drivers shall be paid two (2) hours for each portion.
- b. If a bus driver reports for work and has not been notified that school is closed due to weather or other emergency, he or she shall be paid for the entire morning run.
- c. If a bus driver reports for work and has not been notified that his or her run has been cancelled, he or she shall be paid for the entire AM or PM run.

B. Field Trips and Athletic Trips

1. Field trips and athletic trips will be awarded by noon of the day preceding the trip and shall be paid a minimum of one hour. Field trips and athletic trips beyond one hour will be paid actual time worked, rounded to the next higher half-hour.
2. Field trips and athletic trips equal to or more than two hours, as based on the trip ticket, shall be awarded on a rotating seniority basis based on the seniority list and drivers' bids. Field trips and athletic trips shall be awarded on a rotating seniority basis based on the seniority list and attendants' bids.
3. Any trip less than two hours, as based on the trip ticket, shall be assigned from the availability list and shall not change the rotation on the seniority list.
4. In the event that a field trip or athletic trip is canceled after having been awarded, the awarded driver and attendant will miss his/her turn and, for purposes of the rotating list, be deemed to have worked that field trip.
5. If a driver or attendant already awarded a trip must cancel, the next driver or attendant signed up for that trip, and available, shall be assigned. In the event that no driver is available, the next person eligible for extra work shall be assigned from the daily availability list, without regard for the 40-hour limitation.

C. Extra Work

1. In general, extra work shall be assigned on a rotating basis, based on the seniority list and the daily availability list. If no employee has bid on extra work, the District may make the assignment within the bargaining unit, at its discretion. An employee to whom work is assigned pursuant to this subdivision shall not be compensated for this work other than at his or her hourly wage unless and until the employee is eligible for premium pay pursuant to section 2.2. The minimum pay will be one hour.
2. Extra work for employees who need to make up their guaranteed hours shall be assigned by seniority to make up lost hours. This does not count snow days, holidays, or leave time taken off by the driver. The driver does not need to be signed up on the daily availability list.
3. Extra work for employees with fewer than 40 hours actually worked in a week will be assigned by the daily availability list in order of seniority, up to 40 hours actually worked.

4. Extra work for employees with 40 hours or more actually worked in a week will be assigned by the daily availability list, in order of seniority, only after those drivers with fewer than forty hours actually worked have been offered work.
5. The Transportation Supervisor shall make a good faith effort to rectify any extra work or field trip assignment errors; however, it is the driver's responsibility to notify management immediately upon becoming aware of such error to ensure that such corrections can be made in a timely and efficient manner.

D. Run Reconstruction

1. A run shall be considered to be reconstructed if one of the following is true: (a) the combination of a school route, late bus route, noon route, or private school route is changed; (b) a new school route, or private school route is matched with an existing route; or (c) 25 percent or more of a route is changed. When a run is reconstructed, it shall be posted for bid pursuant to Article 2.3.A. If the modification of an existing route does not fit into one of these categories, the President of the Association and the Supervisor of transportation shall meet to determine whether the proposed change is a reconstruction or not. If those parties agree, the decision shall be binding and may not be grieved. In the event that the parties cannot agree, the issue shall be resolved either through the normal grievance process or the internal dispute resolution process. In such case, the Association shall decide which process to use.
2. Hours for new and/or reconstructed existing runs (handicapped, private school, summer runs, etc.) shall be compared as to time and distance to existing district runs and paid accordingly. In the event that the Association President and the Transportation Supervisor cannot agree on those hours, the issue shall be resolved as in 1 (above).

E. Change of Route Hours

1. In the event that an assigned run of any specific number of hours is reduced to fewer than those assigned hours, the driver and bus attendant, if applicable, of that run shall have the right to exercise 2 and 3 below.
2. When a bus run is abolished or reduced in hours so that seniority bidding rights are impacted, the affected driver or attendant shall bid on any available run of equal or more hours. If there is no run available, the driver shall bump any driver with less seniority. If there is no run available the attendant shall bump any attendant with less seniority. Progressive bumping shall then apply. If a bus run is abolished and there is no vacancy available after bumping, the least senior driver or attendant with an established run shall be laid off pursuant to the provisions in 10.3.A.
3. If the assigned time is increased for a run by 30 minutes or more, it shall be posted for bid pursuant to Article 2.3.A.

F. Temporary Assignments

1. In case of temporary assignment to the complete duties of a higher-rated wage position for five consecutive workdays or more, the employee shall receive the higher rate of pay for the entire length of time so assigned. In case of temporary assignment to a lower rated position, the employee shall not be reduced to the rate for the lower position.

2. Any short-term assignment of a driver's/attendant's run shall be assigned to a substitute only when a permanent driver/attendant is not available.
3. A long-term temporary assignment, predetermined to be more than three weeks, shall be posted for bid within two days of notification and shall remain posted for five days. A substitute may be temporarily assigned until the bidding process is complete
4. All permanent employees may bid on the long-term temporary assignment for the purpose of increasing hours.
5. The employee receiving the long-term temporary assignment shall return to their original assignment when the temporary assignment has ended.
6. Any long term assignment of the drivers run shall be assigned to a substitute only when a permanent employee is not available.

G. Bus Attendants

1. Bus attendants will be guaranteed a minimum of 178 days of work. Bus attendants will be paid one-quarter of an hour less per run (AM and/or PM) than the driver assigned to the same route.

H. Summer Employment

1. All summer employment opportunities shall be put up for bid each year and awarded according to seniority except as noted in 2.3 H.3. When bidding for summer attendant positions, attendants with an assigned run during the regular school year will have seniority over drivers.
2. Members of this bargaining unit have the right of first refusal for summer employment related to the cleaning and preparation of buses. Cleaners, as described in 2.3.H.6, will be hired only when there are no cleaner/drivers available, as described in 2.3.H.5.
3. The supervising cleaner/driver will be assigned by the Supervisor of Transportation.
4. The rate of pay for the supervising bus cleaner/driver will be \$1.00 per hour less than as determined in Appendix D. Step 1.
5. The rate of pay for bus cleaners/drivers will be \$1.50 per hour less than as determined in Appendix D. Step 1.
6. The rate of pay for bus cleaners will be \$3.00 per hour less than as determined in Appendix D. Step 1.
7. The rate of pay for bus drivers and bus attendants working a scheduled run or a field trip that has been bid on will be as shown in Appendix D.
8. Bus Drivers and Attendants are required to be available for the entire period of the route for which they are applying. Any request for leave will be at the discretion of the Transportation Supervisor.
9. If a summer run is cancelled after the bus driver and attendant have been selected, they will be placed at the top of that summer's substitute bus driver and attendant rosters.

10. In construction and reconstruction of summer runs, the hours required for each run shall be determined with the same consideration as runs constructed and reconstructed during the regular school year as per Article 2.3.D.

I. Returning Retirees

1. Retirees returning to employment with the District shall be placed at the bottom of the seniority list in the order of returning and shall not advance on the list.

2.4 New Titles

Rates of compensation for new titles added to the bargaining unit shall be negotiated.

2.5 Physical Examination

The District shall require an annual physical examination as a condition of initial and continued employment by the District. The District will pay for all such examinations conducted at the District's request by the school physician. Should the prospective employee elect to have such physical examination conducted by another physician, it shall be at the employee's expense. In such event, the prospective employee must obtain from the examining physician a certificate attesting to and detailing the condition of the prospective employee's health. No such certificate provided to the District by a prospective employee shall be deemed to meet the requirements of this section unless it is acceptable to the District in form, detail and content.

**ARTICLE 3 – NEW YORK STATE
EMPLOYEES' RETIREMENT SYSTEM**

- 3.1 The District shall provide New York State Employee Retirement System Plan 75-C.

ARTICLE 4 – COMPENSATION SUPPLEMENT

NYS Employees' Retirement System

- A. An employee who is a member of the NYSERS and who does in fact retire from District service pursuant to the rules and regulations of the New York State Employees' Retirement System is eligible for subdivision (j) of section 41 of the Retirement and Social Security Law which allows the employee additional service credit toward retirement for accumulated sick leave. This benefit applies to all tiers of membership the maximum additional service credit allowed under subdivision (j).

- B. An employee who retires from the district as above in paragraph A and has extra accumulated leave days after the 165 days allowed has been applied to the provisions of Section 41 (j) shall be credited in his/her last check for the extra hours, times \$4.00 per hour.
- C. An employee who is not a member of the NYSERS and chooses to retire from the District pursuant to the rules and regulations of that system shall receive as a compensation supplement during or following the last year of his or her employment by the District an amount equal to the product of the number of hours of unused and accumulated leave credits on the effective date of such retirement, if any, and \$2.00 provided, however, that the District's obligation to make any payment pursuant hereto shall be contingent upon its receipt from the employee of a written notice of his or her intention to retire not less than three months in advance of the anticipated effective date of such retirement. Such compensation supplement shall be paid to the employee in, or at the time of, the last regularly scheduled paycheck prior to the noticed effective date of retirement if the notice required by the terms hereof is received by the District prior to April 1 of the school year preceding that in which the anticipated retirement shall be effective. In the event notice is not received by the District prior to April 1 of the school year preceding that in which the anticipated retirement shall be effective, such compensation supplement shall be paid within a reasonable time following the effective date of retirement, but in no event earlier than September 15 of the school year in which the retirement is effective.

ARTICLE 5 – INSURANCE

- 5.1 The district will provide to eligible employees and their dependents health insurance coverage under Traditional Blues PPO 812 with prescription drug coverage by Express Scripts, Inc. The District retains the right to switch health/major medical insurance to a comparable or better plan with the following provisions. The District may add another health insurance plan, such as PPO 815, as an option for bargaining unit members or retirees to choose, if they so desire.
- A. The maximum lifetime benefit available under the District's major medical plan shall be unlimited.
 - B. Effective July 1, 2004, the employee will pay 10 % of his/her prescription mail order drug costs with a \$250 yearly cap.
 - C. Effective January 1, 2014, the District will contribute 87% of the cost of the premium for individual, two-person or family coverage under the Plan identified in Section 5.1 for all eligible employees.

Effective July 1, 2014, the District shall contribute 86% of the cost of the premium for individual, two-person or family coverage under the Plan identified in Section 5.1 for all eligible employees.

Effective July 1, 2015, the District shall contribute 85% of the cost of the premium for individual, two-person or family coverage under the Plan identified in Section 5.1 for all

eligible employees.

- D. The District will provide a Section 125 cafeteria plan for unit members.
- E. The District will provide health insurance benefits for an employee who retires from District service, pursuant to the rules and regulations of the New York State Employees' Retirement System, after ten consecutive years of District service. For employees hired on or after July 1, 2013, the District will provide health insurance benefits for an employee who retires from District service, pursuant to the rules and regulations of the New York State Employees' Retirement System, after fifteen consecutive years of District service. The District shall contribute to the premium for such coverage according to the following schedule:

Retire on or before 6/30/04:	100% ind.; 50% 2-person or family
Retire on or between 7/1/04 and 6/30/07:	90% ind.; 50% 2-person or family
Retire on or between 7/1/07 and 6/30/09:	89% ind., 50% 2-person or family
Retire between 7/1/09 and 6/30/13:	88% ind., 50% 2-person or family
Retire on or after 7/1/13:	Same % as paid at time of retirement for ind.; 50% 2-pp or family.

Retiree prescription coverage will be as described in 5.1 (B).

- F. The District will make available to eligible employees and their dependents (but not to retirees, whether or not employed by the District during the term of this Agreement) an 80/20 co-payment dental insurance plan provided by, or comparable with that provided by, Empire Blue Cross and Blue Shield. The District will pay 50 percent of the premium for such insurance for any employee who elects to participate in such plan provided.
- G. Any unit member otherwise eligible may enroll in an Exclusive Provider Organization ("EPO") with which the Board of Education has entered into an agreement to offer health services to District personnel, in lieu of the group insurance plan for hospital, medical, surgical and related services provided by Section 5.1 of this Agreement. The District shall pay the same percentage of the premium for the EPO as it pays for the group insurance plan under Article 5.1(C). If the cost of the premium required for an employee's participation in the EPO is greater than the amount of the District PPO plan, as named in Section 5.1 of this Agreement, the employee will contribute the difference.
- H. If a National or State health care program is enacted which affects the health insurance provisions of this contract; the parties agree to reopen 5.1.
- I. During the term of this Agreement, the Board will continue to pay the percentages of premiums set forth hereinabove for the coverage provided under the agreements with Blue Shield Traditional Blue PPO812 with prescription drug coverage by Express Scripts, Inc., except that the District shall have the right to select its plan administrator or self-insure with the prior approval of the Association.

The District shall pay to any unit member who decides not to be covered by health insurance, and who produces proof of coverage under a comparable health insurance policy, \$2,250 for the coverage being withdrawn from, said amount to be paid in two equal installments, the first being no later than January 31, and the second being no later than June 30. Such payments are to be pro-rated in the case of an employee leaving the District's employment commencing personal or child-rearing leave or having enrolled in

the plan during the school year of withdrawal there from. All requests to participate in the health insurance buy-out must be submitted, in writing, to the Superintendent no later than May 30 each year or, thereafter, during the next open enrollment period. In the case of withdrawal by eligible unit member or retiree, the District shall no longer be required to contribute toward the cost of such insurance for the balance of the school year or until the individual re-enrolls in the plan. Should a unit member or retiree who has withdrawn need to resume participation in the plan, he/she must remit a pro rata share of the sum received for withdrawal to the District. Re-enrollment shall be subject to the rules of the insurance carrier with whom the district has entered into an agreement.

- J. As an offset to the unit employees' payment of higher percentage contributions for health insurance, the District shall provide to each unit member enrolled in the District health plan a separate payment of \$75 on the first February payroll, 2014, and \$150 on each of the first December payrolls in 2014 and 2015. The payment set forth herein shall not be considered as amending the wage structure set forth in Appendix D, and the benefit shall expire after the December 2015 payment.

ARTICLE 6 – HOLIDAYS AND EMPLOYEE BENEFITS

- 6.1 Employees working at least 17 hours per week shall be granted the following holidays with pay:

New Year's Day	Good Friday	Veterans' Day
Martin Luther King, Jr.	Memorial Day	Thanksgiving
Presidents' Day	Columbus Day	Christmas

If a holiday falls on Saturday, Friday is designated as the day free from work. If the holiday falls on Sunday, Monday will be the scheduled day free from work.

- 6.2 In the event of an emergency or other unanticipated change in the school calendar requiring that school remain open or that employee services be provided on any day (or part thereof) which would otherwise be a paid holiday pursuant to section 6.1, the Superintendent may in his or her discretion require that an employee report for work on such day.

- 6.3 Other Employees

- A. Except as otherwise provided in section 6.3(B), any employee who works less than 17 hours per week is not entitled to employee benefits.
- B. Employees working less than 17 hours per week hired prior to July 1, 1977 who have been in District service continuously since their date of hire shall continue to receive benefits for which such employees were eligible on June 30, 1977.

- C. Employees must work 20 hours per week to receive health insurance benefits. An employee hired or temporarily appointed to a 20-hour or more work week, who works at that 20-hour or more position for at least 75 consecutive school days, whose hours are subsequently reduced below 20, will receive benefits for the remainder of the school year, provided the employee remains on the district payroll. The existing bus attendants that were eligible for health insurance and grandfathered in under the September 29, 2009 Memorandum of Agreement regarding one-bell construction shall continue to maintain their grandfather status that states that should their respective hours be reduced, they will retain their respective health insurance benefits.
- D. Employees who have not been permanently appointed by the Board of Education are not entitled to employee benefits. The District will use its best efforts to have a person newly employed by the District in a negotiating unit position formally appointed by the Board at its regularly scheduled meeting next following such person's first day of actual District service.

ARTICLE 7 – TEMPORARY LEAVES OF ABSENCE

7.1 Sick Leave

Each unit member shall be granted two days of sick leave because of personal illness per month, up to a maximum of 18 days each school year, cumulative to a total of 200 days effective June 30, 2007 and a total to 210 days effective June 30, 2010. *(Rev. 2008)* Each unit member shall receive a statement of accumulated sick leave with the first September paycheck.

7.2 Sick Leave for Family Illness

It is the responsibility of each unit member to make arrangements for the care of members of his/her immediate family who become ill and require care. Recognizing, however, that there may be situations when it is not possible to effect such arrangements, a unit member shall be permitted to charge absence from work in the event of illness in the employee's immediate family against accrued sick leave. As used in this section, "immediate family" shall be defined as a spouse, child, parent, grandparent, parent-in-law, sibling, or sibling-in-law, domestic partner, or any dependent with whom the employee resides.

7.3 Notification

An employee requesting sick leave shall notify the Superintendent's designee not later than one hour prior to the commencement of the employee's working hours, on the date of such absence, and the right to use such leave shall be dependent upon the giving of such notice.

7.4 Verification

The administration will not routinely require proof of illness for absences of three days or less due to illness, provided, however, that this shall not prevent the administration from requiring proof of illness in any specific case. The expense, if any, of obtaining such required certificate shall be borne by the District if it is required by the district to be obtained from the school physician, and, if not, by the employee.

7.5 Personal Business Leave

The District recognizes that certain activities may need to be engaged in by an employee during normal working time. A unit member may charge up to four (4) days of personal leave against his/her school year's sick leave entitlement to take care of such personal business matters that cannot be taken care of after the normal work day. Notification of the use of personal leave shall, except in an emergency, be given in writing to the Superintendent or his designee not less than two (2) days in advance of each anticipated usage. Personal leave will not be utilized as vacation time, on the first or last day of school, on the day preceding a recess period (*Rev. 2008*) or on the first day of school after a recess unless the unit member verifies in writing the extenuating reason therefore and receives the express written permission of the Superintendent.

7.6 Other Temporary Leaves

- A. Bereavement Leave. An employee may be granted bereavement leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of five (5) days per death. As used in this subsection, the term "immediate family" shall mean the employee's spouse, child, parent, grandparent, sibling, parent-in-law, sibling-in-law, domestic partner, or any dependent with whom the employee resides.
- B. Jury Duty. On proof of the necessity of jury service, an employee shall be granted leave for that purpose, without charge to other leave credits, provided that he or she has agreed in writing prior to and as a condition of the granting of such leave to deliver to the Superintendent, for deposit in the general fund of the District, all fees (other than amounts received for meals or travel allowance) paid to such employee for such jury service.
- C. Additional Leaves Without Pay. Temporary or short term leaves without pay may be granted in the sole discretion of the Superintendent for such reasons as he or she considers appropriate and in the best interest of the District.

7.7 Unauthorized or Excess Leave

Any deductions from an employee's compensation resulting from unauthorized or excess leave days taken will be based on the number of unauthorized days the employee was absent.

7.8 Definition

As used in this Article, the term “day” shall mean the number of non-overtime hours regularly worked in an instructional day by an employee.

7.8 Each employee is entitled to take up to three hours of paid leave for one annual screening for breast cancer or prostate cancer. The benefit is available for both male and female employees. Leave for cancer screening is not cumulative and expires at the close of business on the last day of each school year. Cancer screening includes physical exams and mammograms for the detection of breast cancer. Travel time is included in this three hour cap. Absence beyond the three hour cap must be charged to accumulative leave. Employees are entitled to a leave of absence for cancer screening scheduled during regular work hours. Employees who undergo screenings outside their regular work schedule do so on their own time. Employees are not granted compensatory time off for cancer screenings that occur on the holiday.

ARTICLE 8 – EXTENDED LEAVES OF ABSENCE

8.1 Upon application in writing, an employee may, in the Board’s discretion, be granted a leave without pay for long-term illness, raising a natural or adopted child, educational advancement or for any other purpose granted by the Superintendent. Leave granted by the Board pursuant to this section shall be for a period of not over one year unless agreed upon by the employee and Superintendent and approved by the Board.

8.2 Applications for leave pursuant to this Article shall be submitted to the Superintendent not less than 30 school days prior to the date on which such leave is requested to commence.

8.3 An employee returning to work following termination of a leave granted pursuant to this Article shall have restored all benefits to which he or she was entitled at the time the leave commenced. Such employee shall be paid at the same compensation rate at which he or she was paid at the time the leave commenced, except that an employee who worked at least five months in the school year in which the leave commenced shall be treated, for purposes of section 2.1 of this Agreement, as if he or she were in regular payroll status on the last day of such school year.

8.4 No employee on a leave granted pursuant to this Article shall be entitled to use accumulated sick leave, nor shall the District pay group health insurance premiums for such employee, but any such employee shall be allowed to participate in the District’s group

health insurance plan at his or her own expense, provided such participation is allowable by the regulations of the insurance carrier.

- 8.5 No leave shall be granted or available to an employee pursuant to this Article for the purpose of seeking other employment

ARTICLE 9 – SICK LEAVE BANK

- 9.1 A sick leave bank is hereby established as a means of providing a participating employee protection against loss of income in the event of extended employee disability, under the circumstances and subject to the limitations hereinafter set forth. Employees electing to participate in such a bank shall submit to the District a waiver of not more than two days of current sick leave in each year of the term of this Agreement. Waivers shall be made on October 1 and February 1 of each such year.
- 9.2 All employees who have contributed to the sick leave bank shall be eligible to receive time from the sick leave bank, but employees electing not to participate shall not be eligible to receive time from the sick leave bank.
- 9.3 Withdrawals from the sick leave bank shall be limited to employees who are themselves the subject of extended, certified disability resulting from illness or accidents and who have exhausted their sick leave credits granted pursuant to section 7.1 of this Agreement.
- 9.4 A Committee of three representatives appointed by the Association who shall act upon withdrawals shall administer the bank. In the event of a Committee member's application to the bank, the Association President shall replace that member for that meeting only. The decisions of the Committee with respect to the administration of the sick leave bank shall be final and binding upon the employee, the District and the Association and not subject to the grievance procedure. A representative of the District may attend any meeting of the Sick Leave Bank Committee.

ARTICLE 10 – SENIORITY RIGHTS

10.1 Seniority Defined

- A. Seniority shall be defined as the length of continuous service with the District from

the date of first employment by appointment by the Board of Education, provided there are no breaks in service of over one year. The employee's earned seniority shall not be lost because of absence without pay due to illness, authorized leaves of absence or temporary lay-off.

- B. Seniority lists shall be established on a job title basis: bus drivers and bus attendants. Each employee may hold seniority in one title only for purposes other than lay-offs. Employees with combination titles shall maintain seniority rights in the job title where they work their predominant number of hours.
- C. Any employee who is dismissed or resigns from District Service shall lose all seniority rights.

10.2 Seniority Benefits

- A. Promotions and Transfers: In all cases of promotions and transfers of employees from one job classification to another, the following factors will be considered by the administration (1) seniority, (2) knowledge, training and ability and (3) attendance record. When factors 2 and 3 are relatively equal, seniority shall govern. All applicants for promotion shall be notified of the factors above which were the basis for the appointment.
- B. Leaves: Seniority shall determine preference for all leaves.

10.3 Layoffs

- A. Reduction of Force: When the District decides upon a layoff, the Association President shall be given notice of such layoff ten days in advance of its implementation. Layoff within a particular job title shall be in inverse order of seniority according to years of District service. Strict applications of seniority shall prevail, unless exceptional circumstances occur. The administration will consider any recommendation of the Association for dealing with the proposed layoff.
- B. Re-Hire: The last employee laid off shall be the first re-hired and all re-hiring shall continue on that basis within job titles. In all cases of re-hiring, the District agrees to offer reemployment only to the employee next entitled thereto. The District further agrees to keep the position open for such employee no longer than ten working days (Monday to Friday) after notice of said offer of reemployment has been given to the employee concerned. This agreement to offer reemployment shall not apply in the case of an employee who has been off the payroll 27 months or more. Employees who have worked full-time for 10 consecutive *school* months immediately prior to being laid off shall not lose their accrued temporary leave benefits or seniority provided they are recalled within 27 months of the effective date of the lay-off.
- C. Early Notice: Any employee of the District intending to leave the employment of the District shall give the District ten working days advance notification.

- D. Termination: Any employee whose employment with the District is terminated for whatever reason shall be compensated according to actual hours worked.

ARTICLE 11 - EMPLOYEE ORGANIZATION RIGHTS

11.1 Bulletin Boards

- A. The Association shall be allowed to post notices, bulletins and other union material on bulletin boards maintained on the premises and facilities of the District. Material posted shall be approved by the Association President, and shall not be obscene, defamatory, slanderous, disruptive of the educational process or advocate any action not consistent with appropriate statutes. If the District deems that such material violates the above criteria, it may be removed, and be subject to the grievance procedure.

11.2 Access to Employees

- A. The District shall grant access to an employee during the working hours by officers and agents of the Association for purposes of adjusting grievances and administering the terms of and conditions of this Agreement.
- B. The employee who is designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time, free from his regular duties, to fulfill these obligations.
- C. To implement the access time as set forth above, the Association agrees to give prior notice to the employees' immediate supervisor and make every effort to prevent any unreasonable interruption of the normal operation of the School District.

- 11.3 Association Leave: One member of the Association shall be granted leave with pay to attend meetings of NYSUT. Such leave days shall not exceed an aggregate total of three days in any school year.

- 11.4 The Availability of Association Leave: The availability of Association leave pursuant to section 11.3 and of duty-free time pursuant to section 11.2 shall be subject to the reasonable operating needs of the District and contingent upon receipt by the District of reasonable advance notice from the Association of its intention to use such leave or duty-free time.

11.5 Use of Facilities: The Association shall have the right to the use of school facilities for meeting subject to the "Rules and Regulations of the Board of Education of the Chatham Central School District for the Maintenance of Public Order."

11.6 Contracting Out:

- A. The District will meet and confer with the Association in advance of implementation by the District, of a District decision to contract out work performed by persons employed by the District on the date of execution of this Agreement. The District shall make every reasonable effort to avoid the need for contracting out. As a part of this effort, employees will be offered routes in seniority order, according to the bidding guidelines in Article 2.3 Work Assignments of the Contract.
- B. Notwithstanding any limitation imposed by the immediately preceding paragraph, the District reserves the right to share with other school districts partial or full transportation runs that transport students outside of the geographic boundaries of the District pursuant to a shared service agreement.

The parties agree that in any given school year the total number of such runs driven by employees or contractors of other districts shall not exceed the number driven by Association members. To the extent practical, the aggregate total length of such runs driven by employees or contractors of other districts shall be comparable to those driven by Association members. The maximum number of hours allowed to be driven by employees or contractors of other school districts shall not exceed 20% of the total District hours of runs that transport students outside of the geographic boundaries of the District. The District may exceed the 20% maximum hour limit only through mutual agreement between the Association and the District. This 20% limit will survive the expiration of this Agreement, and the District will not seek a revision of the limit in the next successor agreement.

- C. If a bus attendant is required for a specific student in a shared transportation run then the bus attendant utilized will be from the student's home district. If a bus attendant is placed on a shared transportation run for the entire bus then the bus attendant will be from the transporting district.
- D. The district agrees to meet and confer with the Association prior to implementing a shared service agreement.

11.7 Service Fee

- A. Applicability: In the event that ninety-two percent (92%) or more of the employees included within the negotiating unit described in section 1.1 of this Agreement become regular dues-paying members of the Association and in the further event that the Association retains not less than that level of paid membership for four full school months, then the procedures and assurances that comprise paragraph B shall apply.

B. Procedures and Assurances

1. The District will collect from employees who are not members of the Association a sum equivalent to the dues levied by the Association upon its members and remit that sum to the Association together with the dues deducted from the salaries of the employees who are members of the Association pursuant to section 1.3.
2. Deduction of the service fee provided for in subparagraph 1 of this section shall be made beginning in September and ending in June of each school year. Deductions for employees who are hired after October 1 of any school year shall be appropriately prorated and shall be made in such manner as to complete deduction of the service fee by the end of that school year.
3. The Association warrants that it has established and will maintain a procedure for the refund to employees of the amount of its dues which are in aid of activities or causes of a political or ideological nature only incidentally related to collective bargaining and that such procedure complies in all respects with the provisions of Chapter 677 of the Laws of 1977 and the Constitution of the United States of America and the State of New York.
4. The Association will at all times hereafter indemnify and save harmless the District and its officers, agents and employees against any liability, loss, damage, cost or expense which may be incurred or sustained by any of them as a result of or in connection with any action or proceeding by which any person or entity asserts the invalidity of the Association's refund procedure or the impropriety of the deduction of agency or service fees from the salaries of the employees or the transmission of such fees to the Association. In the event any such action or proceeding is commenced against the District or any officer, agent or employee thereof, the District or such officer, agent or employee shall within a reasonable time give notice in writing to the Association. Upon the giving of such notice the Association shall, at its expense, defend any such action and take all necessary steps to prevent the entry of any judgment or order against the District or any officer, agent or employee thereof. In the event that any judgment is entered against the District or any of its officers, agents or employees, the Association shall pay such judgment together with the costs of complying with any interim order or final judgment which may be entered in such action or proceeding. Such costs or compliance shall include, but shall not be limited to, reasonable attorneys' fees and the costs or computation of the salaries of employees and any interest ordered on any such judgment. The District may deduct the amount of any such judgment or order and any such fees, costs and disbursements from sums otherwise payable to the Association pursuant to the provisions of this section.

**ARTICLE 12 -- POSTING OF VACANCIES
AND PROMOTIONAL OPPORTUNITIES**

- 12.1 The District agrees to post notices of all vacancies and promotional opportunities in the bargaining unit in all work areas for five days before the vacancy is permanently filled. The Association President and designated Association representatives shall be given copies of all such notices simultaneously with their posting. If a vacancy or promotional opportunity occurs during July or August, the District will mail such announcement to the President of the Association at his/her home address unless otherwise specified. Should the vacancy occur in the last two weeks of August, the administration may temporarily assign an employee to the position without delay.

ARTICLE 13 -- PROTECTION OF EMPLOYEES

13.1 Disciplinary Procedure

- A. Veterans and exempt volunteer firemen are entitled to disciplinary procedures defined in section 75 of the Civil Service Law upon the completion of their probationary period of employment.
- B. Non-competitive employees not included above are entitled to the disciplinary procedure defined in the Civil Service Law after two years of continuous service.

ARTICLE 14 -- REVIEW OF PERSONNEL FOLDER

- 14.1 Right to Review: Each employee shall have the right to review and make copies of the contents of any documents in his or her personnel folder. An employee will have the right to respond in writing to any comments contained in his or her personnel folder. At no time shall any of the material in the personnel folder be removed from the administration office wherein it is kept. An administrator or a representative of the administration will be present at all times while the folder or any of its contents are in the possession of the employee.

- 14.2 Copies: Each employee will receive a copy at no cost of any commendatory, derogatory or disciplinary materials that has been added to his/her personnel folder at the time it is inserted in the file.

ARTICLE 15 -- EMPLOYEE TIME ACCOUNTING

- 15.1 **Report Times:** Bus drivers must report fifteen minutes prior to their assigned run. If the driver is late, management may fill the run with another driver, in which case the driver originally assigned will not be paid for that run. It shall be the requirement of all bus drivers to inspect their vehicle before each work schedule and to sweep the vehicle at the conclusion of his or her work schedule.
- 15.2 **Time Keeping:** Employees shall be required to report in and out prior to and following each bus run. The District may determine whether a manual, mechanical or other time-keeping system is the most efficient, orderly and accurate method of employee time accounting and shall develop and implement negotiating unit-wide procedures to ensure the efficient operation of its time-keeping system.
- 15.3 **Right to Pay:** Except as otherwise expressly provided in this Agreement, no employee shall be paid for unassigned time, whether "on the clock" or otherwise, prior to or following the employee's assigned work shift.

ARTICLE 16 -- STAFF EVALUATION

- 16.1 All employees shall undergo an evaluation by their immediate supervisors at least annually. Each evaluation will be followed by a written report and conference.
- 16.2 All monitoring and observation of employees will be done openly and with full knowledge of the employee.
- 16.3 A conference will be scheduled within five workdays after any observation to discuss the evaluation.
- 16.4 An employee shall be given a copy of any evaluation report at least 24 hours prior to any conference to discuss it. No such report will be submitted to Central Office, placed in employee's file or otherwise acted upon prior to a conference with the employee. The employee will acknowledge that he or she has had an opportunity to review the report by affixing his or her signature to the copy to be filed with the understanding that the signature does not necessarily indicate agreement with its contents. The refusal of an

employee to sign an evaluation report or his or her unavailability to do so shall be noted on the report by the supervisor; such refusal or unavailability shall not preclude the filing of the report in the employee's file.

- 16.5 All evaluations will be entered on Appendix E and shall include specific suggestions for improvement where pertinent.
- 16.6 Employees shall be entitled to respond in writing to any evaluation and to have such response permanently attached to the evaluation.
- 16.7 Any employee who receives an evaluation recommending that he or she not be continued in his or her position has the right, on appropriate notice, to discuss the evaluation with the Superintendent and may, if he or she so elects, have a representative of the Association present during such discussion.
- 16.8 Any complaint made against an employee by a parent, student or other person, who may be used in evaluating the employee, shall be promptly called to the attention of the employee and he/she will be afforded the opportunity to respond in writing to such complaint and to have such response permanently attached thereto.

ARTICLE 17 -- PRINTING OF AGREEMENT

- 17.1 Copies: The District shall make copies of the Agreement for distribution and distribute to all employees in the bargaining unit within 10 days of employment or within 30 days of the date of ratification of the Agreement by the Association and the Board of Education.

ARTICLE 18 -- COMPATIBILITY WITH THE LAW

- 18.1 If any legislation or court decision renders any portion of this Agreement invalid or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect.

ARTICLE 19 -- LABOR-MANAGEMENT COMMITTEE

- 19.1 There is hereby established a Labor-Management Committee to consider matters of mutual interest and concern to the District and the Association. The Labor-Management Committee shall be composed of not more than four (4) members, two of whom shall be permanent members of the Committee and one of whom shall be designated in respect of each meeting of the Committee by each of the two permanent members. The two permanent members of the Labor-Management Committee shall be the President of the Association and the Superintendent of Schools. Nothing contained herein shall be construed to inhibit the Labor-Management Committee from carrying out its purposes by subcommittee or by any other method reasonably suited to its purposes as may be agreed upon.
- 19.2 The Labor-Management Committee shall meet as needed on dates and at times to be agreed upon in advance by its members. Should either permanent member of the Committee determine that there is a need for a Labor-Management Committee meeting, he or she shall so notify the other permanent member at least ten (10) days in advance of the contemplated date of such meeting.
- 19.3 Any notice of a meeting of the Labor-Management Committee delivered pursuant to the provisions of section 19.2 shall contain the agenda for such meeting proposed by the permanent member of the Labor-Management Committee requesting such meeting.
- 19.4 The Labor-Management Committee is hereby authorized to enter into understandings concerning matters properly before it. No understanding entered into by the Labor-Management Committee, however, shall in any way supersede any provision of this Agreement nor shall the terms of any such understanding be subject to the provisions of Appendix B of this Agreement.

ARTICLE 20 -- TERM OF AGREEMENT

- 20.1 This Agreement shall be effective from July 1, 2011 and shall terminate at the close of business June 30, 2016.

ARTICLE 21 -- MANDATED PROVISION OF THE LAW

21.1 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 APPROVAL.

The collective bargaining agreement covering the period commencing July 1, 2011 and ending June 30, 2016, annexed hereto, represents the agreement reached by the parties. The agreement becomes final and binding upon the approval of the union membership and the Board of Education.

Cheryl A. Nuciforo, Superintendent

Date

Darci Ordway, CCSBDA President

Date

MEMORANDUM SUBJECT TO APPROVAL BY THE BOARD OF EDUCATION AND THE BUS DRIVERS' ASSOCIATION

FOR THE DISTRICT

FOR THE BUS DRIVERS' ASSOC.

BY: _____
Cheryl A. Nuciforo, Superintendent

BY: _____
Darci A. Ordway, President

DATE: _____

John Burlingame

Teresa Hughes

Melinda Kerner

Sharon Mesick

Frank J. Bogarski, Jr.

DATE: _____

APPENDIX A -- NEGOTIATING UNIT TITLES

Bus Driver

Bus Driver/Trainer

Floating Bus Driver

Bus Attendant

19-A Examiner

School Bus Driver Instructor

Supervising Bus Cleaner/driver

Bus Cleaner/driver

Bus Cleaner

APPENDIX B -- GRIEVANCE PROCEDURE:

1. Definitions

- A. Employee shall mean any person(s) covered by this Agreement, as provided in Article 1, Recognition.
- B. Employer shall mean the Chatham Central School District and its representatives.
- C. Association or Union shall mean the Association and its representatives.
- D. Grievance shall mean any violation, misinterpretation or improper application of this Agreement and only those matters may be submitted to binding bench arbitration. Any laws, rules, procedures, regulations, administrative order or work rules of the employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees will terminate at the board of education level.
- E. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- F. Grievant shall mean the unit member(s) or Association on behalf of unit member(s) submitting the grievance.

2. Rights of the Parties

A. Procedures

- 1. All grievances shall be submitted on a form approved by the Superintendent and the Association and shall identify the grievant, the provision of the agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, a general statement of the grievance and the redress sought and, if known, the identity of the person responsible for causing the events or conditions constituting the grievance.
- 2. All decisions will be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the grievant and the Association.
- 3. If a grievance affects a group of employees or is the alleged result of actions of the Superintendent or Board of Education, it may be submitted by the Association directly to Step Two.
- 4. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents,

communications and records concerning the alleged grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Each party to the grievance shall have access at reasonable times to said documents, communications and records.

5. Grievant shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.

B. Time Limits

1. If a decision at one step is not appealed within the time limits specified, the grievance will be deemed discontinued and further proceedings under the Agreement or elsewhere will be barred. The failure by the District to meet the time limits specified herein shall permit advancing the grievance by timely appeal to the next step of this procedure. The time within which such appeal must be made shall run from the last date by which District action would have been timely pursuant to the provisions of this Article.
2. The time limits at any step may be extended by written mutual consent of the parties.

3. Processing of Grievances

Step One - Immediate Supervisor

- A. An employee having a grievance will present it to his or her Supervisor, within twelve days of its alleged occurrence or of when the employee became or should have become aware of it, either directly or through the designated Association representative, with the objective of resolving the matter informally. If the employee submits the grievance through the representative, the employee may be present during the discussion of the grievance.
- B. The immediate supervisor shall meet with the parties in an effort to resolve the grievance within five days and shall render a decision within five days thereafter.

Step Two - Superintendent

If the employee or Association is not satisfied with the decision at Step One, either may file a written appeal of that decision with the Superintendent within ten days of receipt thereof. Within ten days after receipt of the appeal, the Superintendent or his/her duly authorized representative shall convene a conference with the grievant and/or Association on the grievance. The Superintendent shall render a decision in writing to the grievant and Association President, within ten days after the conference on the grievance.

Step Three - Board of Education

If the employee or Association is not satisfied with the decision at Step Two, either may file a written appeal of that decision with the Board of Education within *ten* days of receipt thereof. Within fifteen days after receipt of the appeal, the Board of Education shall convene a conference with the grievant and/or Association on the grievances. The Board shall render a decision in writing to the grievant and Association President within

ten days after the conference on the grievance.

Step Four - Binding Bench Arbitration

- A. The Association is permitted to submit to a bench arbitration that is binding on only those matters that are in violation of the written agreement, within ten days.
- B. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association to the extent that they apply to advisory arbitration.
- C. The fees and expenses of the arbitrator shall be borne equally by the District and the Association.

4. General Considerations

- A. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal workday.
- B. The time limits at any step may be extended by written mutual consent of the parties.
- C. All (reasonable) time the employee requires shall be granted for preparation of his grievance at all stages; said time to be considered not chargeable to any of the employee's accrued leave.
- D. Verbatim minutes shall be taken at all hearings, copies of said minutes furnished to all parties, cost of such minutes to be borne equally by the parties.

<u>BUS DRIVERS</u>	<u>Step</u>	<u>Years of Service</u>
BERNINGER, ALLEN A.	2	2
BOGARSKI JR, FRANK J.	6	18
BOYLE, DOUGLAS J.	4	8
BRALEY, JEFFREY W.	6	20
BURLINGAME JR, JOHN R.	5	14
DiCOSMO, PATRICK P.	1	1
EDWARDS, DONNA K.	8	26
EIGENBRODT, BARBARA	10	45
FIERO, RICHARD A.	2	4
GAWRON, WANDA E.	6	20
GIBSON, TERRANCE L.	2	2
HALSTEAD, ALLEN J.	3	6
HUGHES, TERESA R.	8	27
KERNER, MELINDA	5	13
KNELLER, BETSY H.	10	37
KOEPP, ROBERT E.	2	2
LAVERSA, PAMELA S.	4	8
MANCINI, SUSANNE A.	3	7
MATTHEWS, JOHN W.	5	15
McCAGG, AMANDA J.	3	5
MEEHAN, MARIE E.	7	23
MORSE, DIANE M.	5	12
ORDWAY, DARCI A.	4	9
PAGE JR, DAVID W.	2	2
PAGE, TAMMY L.	3	7
RADLEY, MELISSA	5	12
RANSFORD, VICKY A.	4	9
ROBERTS, DEBRA M.	5	12
SHARPE, CARRIEANN K.	3	5
SIKORA, JOANNE G.	4	9
STALKER, PENNY S.	4	10
THOMPSON, SHARON M.	5	11
TUTHILL, DAVID K.	3	7
WELCH, ROGER	1	1

<u>BUS ATTENDANTS</u>	<u>Step</u>	<u>Years of Service</u>
BEAUDRY, DONNA M.	4	9
BOGARSKI, ALDEA C.	4	9
BOGARSKI, TEENA	4	9
BRILL, CHERYL E.	3	7
O'CONNELL, BETSY A.	5	14
PAGE, CHRISTINA	2	2
STROBEL, KELLY E.	5	12
VIGLIANTE, VINCENT A.	2	2

Hiring	STEP Sub	\$	Year 1	Year 2	Year 3	Year 4	Year 5
			2011-12	2012-13	2013-14	2014-15	2015-16
			16.64	17.08	17.68	18.28	18.82
1	1	\$	17.14	17.58	18.18	18.78	19.32
2			17.52	17.96	18.56	19.16	19.70
3	2		17.52	17.96	18.56	19.16	19.70
4			17.52	17.96	18.56	19.16	19.70
5			17.90	18.34	18.94	19.54	20.08
6	3		17.90	18.34	18.94	19.54	20.08
7			17.90	18.34	18.94	19.54	20.08
8			18.28	18.72	19.32	19.92	20.46
9	4		18.28	18.72	19.32	19.92	20.46
10			18.28	18.72	19.32	19.92	20.46
11			18.98	19.42	20.02	20.62	21.16
12			18.98	19.42	20.02	20.62	21.16
13	5		18.98	19.42	20.02	20.62	21.16
14			18.98	19.42	20.02	20.62	21.16
15			18.98	19.42	20.02	20.62	21.16
16			19.68	20.12	20.72	21.32	21.86
17			19.68	20.12	20.72	21.32	21.86
18	6		19.68	20.12	20.72	21.32	21.86
19			19.68	20.12	20.72	21.32	21.86
20			19.68	20.12	20.72	21.32	21.86
21			19.93	20.37	20.97	21.57	22.11
22			19.93	20.37	20.97	21.57	22.11
23	7		19.93	20.37	20.97	21.57	22.11
24			19.93	20.37	20.97	21.57	22.11
25			19.93	20.37	20.97	21.57	22.11
26			20.18	20.62	21.22	21.82	22.36
27			20.18	20.62	21.22	21.82	22.36
28	8		20.18	20.62	21.22	21.82	22.36
29			20.18	20.62	21.22	21.82	22.36
30			20.18	20.62	21.22	21.82	22.36
31			20.43	20.87	21.47	22.07	22.61
32			20.43	20.87	21.47	22.07	22.61
33	9		20.43	20.87	21.47	22.07	22.61
34			20.43	20.87	21.47	22.07	22.61
35			20.43	20.87	21.47	22.07	22.61
36			20.68	21.12	21.72	22.32	22.86
37			20.68	21.12	21.72	22.32	22.86
38	10		20.68	21.12	21.72	22.32	22.86
39			20.68	21.12	21.72	22.32	22.86
40			20.68	21.12	21.72	22.32	22.86

**Chatham Central School District
Bus Driver/Bus Attendant
Evaluation Form**

Employee Name: _____

Position: _____

Hire Date: _____ Evaluation Period: _____

Supervisor: _____

Area of Assessment	Rating	E	VG	A	NI	P
1. Dependability						
2. Punctual attendance						
3. Time-off request submitted in advance						
4. Maintains pupil control						
5. Treats students respectfully						
6. Relates well with students						
7. Exhibits professional demeanor						
8. Relays concerns clearly to supervisor						
9. Accepts responsibility of position						
10. Accepts constructive criticism						
11. Exhibits willingness to learn						
12. Shows initiative and/or resourcefulness						
13. Has flexibility in dealing with others						
14. Follows safety practices and regulations						
15. Uses good radio practices						
16. Maintains bus inside/outside						
17. Completes required reports						
18. Respectful of fellow staff						

Rating Explanations:

E	Exceptional	highest level of ability
VG	Very good	above the average level
A	Acceptable	fulfills duties adequately
NI	Needs improvement	inconsistent performance
P	Poor	Not showing adequate performance

Bus Driver/Attendant Evaluation Form

Employee Name: _____

Position: _____

Supervisor's Additional Comment(s):

Employee Comment(s) (*optional*):

Date of required evaluations: _____

Supervisor Signature: _____ Date _____

Employee Signature: _____ Date: _____

Note:

1. The employee's signature does not mean agreement with the contents of this evaluation. It acknowledges the review, discussion and comment(s) of the employee with the supervisor. If necessary, extra sheet(s) of employee comments and concerns, including supportive documentation, may be attached before the evaluation form is filed or passed on to the next level(s) or the administration.
2. Check here if employee requests a copy of this evaluation form for his/her personal files.

**MEMORANDUM OF UNDERSTANDING
Between the
Chatham Central School Bus Drivers' Association
And the
Chatham Central School District**

C] Longevity pay

The \$.25per hour longevity pay as granted to Barbara Eigenbrodt in past contracts is permanent and will continue for the duration of her employment as bus driver for the Chatham School District. This amount will be considered separate from any increases determined in Appendix D

Compensation to B. Eigenbrodt for hours worked from July 1, 2003 to June 30, 2004, which have not included the \$.25 per hour longevity pay, will be paid, in a separate check, issued within 5 working days of the signing of this agreement.

<u><i>Frank J. Bogarski Jr.</i></u>	<u><i>6-24-04</i></u>	<u><i>Marilyn P. Barry</i></u>	<u><i>6-24-04</i></u>
Frank J. Bogarski Jr., President CCS Bus Drivers' Association	Date	Marilyn P. Barry, Superintendent Chatham Central School District	Date

