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Contract Database Metadata Elements

Title: **Churchville-Chili Central School District and Churchville-Chili Bus Drivers Association (2011)**

Employer Name: **Churchville-Chili Central School District**

Union: **Churchville-Chili Bus Drivers Association**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2016**

PERB ID Number: **4777**

Unit Size:

Number of Pages: **31**

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C O N T R A C T

2011-2016

BETWEEN

**CHURCHVILLE-CHILI CENTRAL
SCHOOL DISTRICT**

AND

**CHURCHVILLE-CHILI
BUS DRIVERS ASSOCIATION**

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AGREEMENT

Agreement made this 25th day of June, 2013, between the Churchville-Chili Central School District, by the Superintendent of Schools, hereinafter referred to as "the district" and the Churchville-Chili Bus Drivers Association, by its President, hereinafter referred to as "the Association";

WITNESSETH:

The parties herewith agree to the following contract to be governing the parties pursuant to the Taylor law of the State of New York for the 2011-2016 school years, as follows:

ARTICLE I

Recognition

The Churchville-Chili Central School District hereby reaffirms the recognition of the Churchville-Chili Bus Drivers Association as the exclusive representative of all regular drivers of the District and the Bus Monitors and Bus Attendants (hereinafter referred to as the "Unit") for collective bargaining in respect to their terms and conditions of employment.

ARTICLE II

Association Rights and Responsibilities

- A. The District shall make available to the President of the unit, upon reasonable written request, such non-confidential information as may be properly necessary for the Association to carry out its Taylor Law responsibilities and the administration of the Agreement.

The District, upon notification in writing by the Association that it wishes to open negotiations for a successor agreement, shall make available or provide to the Association such information as is necessary for it to carry out its bargaining obligations in accordance with the Taylor Law and decisions governing the provision of information. This information shall be made available or provided not later than three (3) weeks after the District has received the notice, except under extenuating circumstances.

- B. The Association shall continue to have the right to hold meetings in the appropriate areas of the Drivers' Room or appropriate available meeting rooms consistent with practices and procedures in effect at the time of this Agreement. The Association will also have the right to post information on the bulletin board in the Drivers' Room consistent also with the practices and procedures in effect for such posting at the time of this Agreement.
- C. The District shall make payroll deductions authorized by the Unit Member in writing on a form provided by the District for the following: Credit Union, Tax Sheltered Annuity identified according to District procedures, and Association dues deductions, FSA, and Alternative Health plans.
- D. Unit Members will have the right, upon reasonable request but not later than twenty-four (24) hours after the request, to review the contents of his/her personnel files (except reference checking or materials prohibited by law). The Unit Member will be provided with a copy of any material to be placed in his/her personnel file in the central office. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that his/her signature in no way indicates Agreement with the contents thereof. The Unit Member will have the right to submit written comments to be attached to the material in the personnel file.

- E. No Strike Clause. There will be no work stoppage, strike, slow down, or any reduction of services as specified in Section 210 of the Public Employees Fair Employment Act in decisional law of PERB and the Courts.
- F. The District agrees to deduct membership dues in the unit from the wages of such Unit Members who individually and voluntarily authorize the District to deduct same. Such Unit Member must have on file with the Payroll Department a properly executed and revoked dues deduction authorization card.

Payroll deduction of Association dues shall take place each pay period. Payroll deduction of Association dues shall normally become effective the first payroll of the month following the month in which the authorization card is submitted, assuming it is received by the Payroll Department by the fifteenth of the month. The Association shall provided the district with a list of Unit Members from whom dues should be deducted and the original signed dues authorization cards for such employees who have voluntarily authorized the District to deduct dues.

The District, following each payroll, shall furnish the Association with a list containing member names and the amount deducted from each respective pay check.

The Association will protect, defend, indemnify and save harmless the District from any and all claims, damages, disputes, and liability as a result of administering this section.

ARTICLE III
Employee Handbook

A copy of the handbook will be given to each Unit Member or new employee at District expense.

A committee comprised of three representatives designated by the Association and three representatives of the District, shall be established to review, update and revise the Employees' Handbook. The final decision as to the inclusion of material in the handbook shall be up to the Director of Transportation and the Board of Education provided that nothing in the handbook may be contrary to the terms of this agreement except as may otherwise be mandated by statute. The District agrees that it will review the Employee Handbook upon ratification of 2011-2016 Agreement.

ARTICLE IV
Rules and Regulations

The Unit Members are expected to follow and will follow all rules and regulations as outlined in the latest revised Employees' handbook.

LABOR MANAGEMENT COMMITTEE

The District and the Transportation Unit will establish a Labor-Management Committee consisting of up to four (4) members representing the Unit and up to four (4) members representing the District. The District will involve the Superintendent or designee as members of this Committee. The Association will designate the President as one member. The purpose of this Committee is to resolve through collaborative problem-solving matters of mutual concern to the parties, but the Committee will not normally discuss grievances or negotiation matters, except by mutual agreement. In any event, if grievances or negotiation matters are discussed, the Committee has recommendation authority only. The Committee will meet monthly during the school year. Either party may request additional meetings during the school year, or summer recess. Meetings will take place on dates and times mutually convenient to the parties. Each party is to provide the other party with a list of topics to be discussed at least one (1) week in advance of the session unless such advance notice is not possible, e.g., an emergency of some kind.

The District will be responsible for providing the minutes of each meeting, within ten (10) working days following each Labor Management meeting.

ARTICLE V **Extra Trip Roster**

At the beginning of the school year, one (1) posted non-emergency list, hereinafter known as the Extra Trip Roster, will be set up. Drivers will notify the District in writing if they do not wish to be placed on the Extra Trip Roster. Regular drivers on the trip roster shall be assigned to a posted trip by seniority. A driver may bid on one extra trip per week in lieu of his/her morning or afternoon run. This roster will be used to designate regular drivers for Extra trips including field trips and sports trips. The Association President will be provided with a copy of the Extra Trip list by the first Friday of each month during the school year. Each trip which becomes available shall be posted provided the Director of Transportation has received a request for a trip at least forty-eight (48) hours before the trip is to take place.

The driver whose name appears at the top of the list shall be notified of the availability of a trip. Any driver so notified who fails to accept a trip by the end of the next school day shall be deemed to have turned down the trip and their name shall go to the bottom of the list. Any driver who is not given at least twenty-four (24) hours notice of an available trip shall not lose their position at the top of a list if they fail to accept the available trip. A driver who takes the trip also goes to the bottom of the list.

An emergency drivers' list will be developed in September of each year. Members of the unit may volunteer to have their names on the list. This list will be used when an emergency arises and a driver has suddenly become unavailable to drive a trip or an immediate need arises and a driver must be found within a very short time. Substitute bus drivers will not be used to respond to emergencies except when a contract driver cannot be found or is involved in completing his/her packaged runs. This emergency list will be operated as a seniority list under the same protocol as the Extra Trip List. If there are no volunteers on the list or additional drivers are needed under an emergency situation the Director of Transportation may assign available drivers as needed.

All trips will be assigned as soon as practicable after notification to the Head Bus Driver. The posting will be numbered and date stamped when they are received.

When there is a student emergency as identified by the District, the Director of Transportation or Head Bus Driver may assign drivers as needed if use of the list(s) is not practicable or would impede rapid response.

ARTICLE VI **Regular Route Roster**

A Regular run is any type of run scheduled to be completed on a daily basis. Regular run assignments are included within route packages as:

- A.M. and P.M. runs are Package 1
- A.M. and P.M. and High School late runs are Package 1A
- Mid-day runs are Package 2
- Late runs for elementary and middle school are Package 3

Unit members will bid for route packages in August of each year. A preview of routes will be available ahead of bidding to the best of our ability. During the bidding process, adjustments may be made based on driver feedback. Drivers will bid on Package 1 and Package 2, not to exceed 40 hours as a combined unit. Drivers will bid by seniority. However, if the director identifies a specific performance concern, lack of training or inability to perform the assignment, an assignment may be changed.

As switching regular routes is disruptive to children, regular route packages are assigned for the full year, unless, at the discretion of the Transportation Director, a change is warranted.

Any new openings or vacancies during the year will be posted within two (2) weeks of the run becoming available. The posting will be up for five (5) school days. A regular route driver may bid on the opening by seniority, and a substitute driver will be assigned the vacated route. The vacated route will be offered to a contract substitute driver, if available. Only one move during the year is allowed.

However, if a portion of a vacant package could be added to a regular driver's package without conflict, the regular driver shall have the ability to apply for a portion of the posted package. The vacancy will be filled as above. Drivers assigned/awarded a mid-year vacancy will be informed that the acquired runs will only remain part of their package for the remaining portion of the school year.

A driver assigned a specific route package shall not be removed from his or her regular assignment to serve as a substitute for another route package or run, unless, in the discretion of the Transportation Director, such assignment is necessary. Drivers may be given a substitute assignment for run(s) that do not conflict with run(s) in the driver's regular route package.

If the Transportation Director makes such a determination, an appeal of the decision may be made to the Assistant Superintendent for Business Services. An appeal of the Director's determination may be made to the Superintendent.

Temporary runs that last more than two months will be posted.

ARTICLE VII

Trainings

Unit Members shall attend a minimum of two (2) refresher trainings per year called by the District. According to the Commissioner of Education Regulation 156.3 (d), these trainings shall be a minimum of two hours, at sessions conducted prior to the first day of school, and prior to March first of each year. Generally the Superintendent's conference day prior to the first day of student attendance will be used for the first training. The second training will be held on a Superintendent's conference day whenever possible.

Drivers/monitors will be paid their regular hourly rate of pay for all trainings after the initial training. The district may call two (2) additional trainings or classes per year.

Training is required during the first year of employment as a driver/monitor, hereafter referred to as initial training. New monitors would be compensated for initial training with a stipend of \$75.00. New drivers would be compensated for initial training with a stipend of \$250.00.

Any driver who does not attend these trainings shall be disqualified from driving a school bus and shall receive no pay. The Director of Transportation shall inform Unit Members of the date of the training at least one (1) month in advance. A Unit Member who wishes to be excused from any such training shall submit a request in writing to the Director of Transportation at least two (2) weeks prior to the training. Extensions of vacations or working for another employer will not be considered as valid reasons for being excused from such trainings. A makeup training will be held, usually within one (1) week of the original training, for those with approved advanced excuses and those who miss for valid emergency reasons.

Each Unit Member of a vehicle transporting disabled pupils exclusively, who is initially employed subsequent to January 1, 1976, shall have received an additional hour of instruction concerning the special needs of disabled pupils.

ARTICLE VIII
Leaves and Absences

A. NOTIFICATION IN CASE OF ABSENCE

All drivers must notify the Head Bus Driver of the School District at least two (2) hours before driving time if they are unable to drive, except in cases of emergency where one hour will be required.

B. SICK LEAVE

Sick days will be earned at the rate of one (1) day per month, up to a maximum of ten (10) days per year cumulative to one hundred and eighty-five (185) days. Members will be eligible for sick pay on the first day of sickness, however, a medical certificate or a doctor's note will be required for any sickness lasting more than three (3) days. Sick days may be used in no less than one-third (1/3) day units.

It is further understood by and between the parties that it is the prerogative of the school district to request a physical examination of a bus driver at school district expense in the event the District has reason to believe the driver has any condition which might impede the ability to operate a bus safely. Such examination shall be done during member work time with pay.

A regular driver who cannot work because he or she has failed his or her driver physical examination conducted by a school appointed physician is entitled to use of his or her available sick leave. The District may require additional examinations to verify continuation of the condition.

A Unit Member who works in the summertime will be allowed to earn an additional sick leave day. Unit members may use up to two (2) days per year of their accumulated sick leave for illness in the immediate family when the unit member must be absent to care for said member of the immediate family. For purpose of this article, immediate family will be defined as spouse, children, mother, father, mother-in-law and father-in-law.

C. BEREAVEMENT LEAVE

In the case of a death in the family, up to five (5) days per incident paid leave will be allowed to regular members. This will cover the death of a father, mother, child, brother, sister, spouse, father-in-law, mother-in-law, grandchild, grandparent, sister-in-law, brother-in-law, current son-in-law, current daughter-in-law, aunt or uncle, or a person whom it can be demonstrated had a close family relationship.

D. COURT ATTENDANCE

When a Unit Member is on jury duty, the member shall be paid his/her daily salary for each day on jury duty. The member will not be required to turn over jury duty pay to the District. A member of the unit who attends court to give testimony on behalf of the District or when a driver files a charge acting in the course of the driver's official duties, e.g., reporting a driver for passing a stopped bus, shall be paid his/her regular hourly rate of pay for the hours of attendance in court.

E. EMERGENCY SERVICE PERSONNEL

Any emergency service Unit Members who are called in the event of any emergency will be paid for each day lost as a result of emergency work on the basis of an average day's pay as set forth in paragraph F, (see below)

F. RATE OF COMPENSATION FOR LEAVES

Sick Leave Pay, Bereavement Leave Pay, Holiday Pay, Jury Duty Pay, pay for such calendar days not worked because of emergency closings and days of personal obligations shall be computed by dividing the gross amount of pay earned during the month of October by the number of actual days paid in October. Sick Leave, Bereavement Leave, Holidays or Jury Duty days occurring prior to the end of October shall be paid at the package rate of compensation. Re-calculation will be made if there is a package change based on the October calculation.

G. LONG TERM LEAVE OF ABSENCE

All Unit Members shall be eligible to request a leave of absence for a period of three months to one year without pay. The request must be made in writing at least thirty (30) school days in advance of the proposed leave date. Said leave of absence is at the sole and exclusive discretion of the Board of Education, and if the same is approved, the member should lose no accrued benefits upon returning to employment in the School District. No benefits or seniority accrue during the leave. The unit member shall notify the district thirty (30) days in advance of their intent to return.

H. DAYS OF PERSONAL OBLIGATION

All Unit Members who work an average of twenty (20) hours per week will receive **four (4)** personal days without loss of pay, each year, subject to approval by the Director. Unit Members working an average of 10 hours but less than 20 hours will receive one (1) personal day under the same conditions as above. These days are not to be considered as or used to extend holidays or vacation days. Except in extenuating circumstances as approved by superintendent or designee, request for personal days will not be approved for the day before or the day after a holiday or vacation day. These days are to be taken in good faith by eligible Unit Members only when pressing personal obligations that cannot be completed outside work hours require their absence from work. Unit Members with doctor verified chronic illness requiring multiple appointments may require use of sick days to meet personal obligations.

The following are examples of acceptable reasons to justify personal obligation absence.

1. Legal business such as custody hearing or closing on house when such times are set and the Unit Member has no control over the time.
2. To attend funeral of person other than family member.
3. Emergencies such as serious malfunction of home equipment, oil burner, pump, etc. requiring the personal attention of the Unit Member when no one else is available.
4. Car accident.
5. Graduation in immediate family, taking child to or from college, wedding of self or a member of immediate family.

6. Taking a member of immediate family to or from hospital or to be at hospital on day of surgery on member of immediate family.

The Superintendent will have sole and complete discretion for approval of additional personal days under extenuating circumstances.

These days are not cumulative and are separate from all other allowances. Except in the event of an emergency, written request for personal day usage is to be given by Unit Member at least five (5) days in advance. In the event of an emergency, written request is to be submitted by the Unit Member as soon as practicable. A specific reason shall be required on the written request form. No more than three (3) non-emergency personal days can be approved per work day. Three (3) unused days per year may be carried over and converted to sick time. Unit members who have exhausted personal days and are in need of an unpaid day for extenuating circumstances must submit a written request to the Superintendent five (5) days in advance subject to the Superintendent's approval.

I. ABSENCE REQUIRED BY JOB

If a Unit Member misses runs because he/she is required by the District to take an instructional course related to his/her bus driving job or if the District requires the driver to have a physical examination, or sends the driver for drug or alcohol testing during run time or scheduled field trip time, the driver will be paid his/her regularly scheduled hourly rate of pay for the time lost on the run(s).

J. DISTRICT REQUIRED MEETINGS

If the District requires members of the unit to attend a meeting during the time the employee would be working, the member would be paid his/her hourly rate of pay for the work time lost.

K. TIME OFF FOR ASSOCIATION PRESIDENT

The President of the Association, or his/her designee, will be allowed, upon reasonable request of not less than twenty-four (24) hours notice, up to forty (40) hours per year of his/her run or work assignment time to attend to Association business. Such time shall be without loss of pay.

L. LEAVE TIME

A report of days left on leaves will be provided to each member at the beginning of each school year. A report will be provided to each member at the beginning of each school year detailing the amount of leave time the Unit Member has accrued/available.

ARTICLE IX

Fringe Benefits

Section 1. Medical Insurance and Dental

A. Health Insurance Coverage

1. The District offers unit members the choice of the Rochester Area School Health Plan RASHP I or the RASHP II plans. For Unit Members who work twenty (20) hours or more per week and are unit members of record as of June 30, 2013, the District contribution for such coverage chosen shall be limited to 90% of the premium cost of the Blue Point 2 Value Plan effective September 1, 2013.
2. For unit members who work twenty (20) hours or more per week and are hired on or after July 1, 2013 and who are eligible for health insurance, the District will offer unit members the choice of the Rochester Area School Health Plan-RASHP I or the RASHP II plans. The District contribution for such coverage chosen shall be limited to 85% of the premium cost of the Blue Point 2 Value Plan.
3. Unit Members who work an average of ten (10) or more but less than twenty (20) hours per week will be entitled to one-half (1/2) premium coverage of the Blue Point 2 Value Plan (or comparable replacement plan) by the District. Unit Members will pay by payroll deduction any monthly premium expense in excess of the District's contribution. If the payroll amount is not sufficient to cover the premium amount, a direct billing to the employee will be made by the District.
4. In the event that federal or state legislation, rules and/or regulations impact in any way the health insurance plan, carrier, costs and/or benefits provided for herein (including, but not limited to, legislation, rules or regulations raising a question as to whether the health insurance benefits provided for herein meet the "minimum essential benefits" standard) during the term of this Agreement, or if any other federal or state law or regulation impacts any of the provisions of this section or agreement, either party may immediately reopen negotiations on the issues of health care, upon ten (10) calendar days prior notice.
5. A unit member with a spouse who is also a unit member and or employed by the district will not be able to enroll in two separate health insurance plans.
6. Blue Point 2 Extended will no longer be offered and effective September 1, 2013, Blue Point 2 Select will be closed for new entrants. The district expects to be offering a high deductible plan as well.
7. Members are responsible for notifying the Benefits office promptly of any change of address, change of marital status or when a covered child reaches age 26.
8. Any Unit Member who has a health benefits plan with benefits through another employer substantially equivalent to or better than the District's plan will enroll in the other plan and shall not be eligible for benefits through the District. In the event enrollment in such other plan is terminated or benefits are changed so they are not substantially equivalent to or better than the District's plan, the employee shall have the option to return to District coverage at the next open enrollment.

B. Dental

Members of the unit will be entitled to membership in the BC/BS Smile Saver Option 1 District dental plan under the following conditions:

1. For Unit Members who work an average of at least twenty (20) hours per week the District will pay eight-five percent (85%) of the monthly premiums and the member will pay fifteen percent (15%) of the monthly premiums.
2. For Unit Members who work an average of ten (10) or more but less than twenty (20) hours per week the district will pay fifty percent (50%) of the monthly premiums and the member will pay fifty percent (50%) of the monthly premiums.

C. Health Reimbursement Account

HRA: The unit member must be a member of record as of June 30, 2013, work twenty (20) or more hours per week and must be enrolled in the district's health insurance plan for each six month period listed below in order for the corresponding amounts to apply. When a unit member discontinues participation or enrollment becomes necessary in district health insurance during a six month period, the HRA amount will be pro-rated proportionally monthly (one month=15 or more calendar days enrolled) to reflect the portion of the six month period.

Beginning with the 2013-2014 school year, one half of the prorated amount will be placed into the HRA in September, 2013 for the period of September 1, 2013 through December 31, 2013, and the second half of the prorated amount placed in January, 2014 for the period of January 1, 2014 through June 30, 2014. The amount of money placed in an HRA for the 2013-2014 school year will be calculated as follows: the difference in premium cost from 5% of the Blue Point 2 Select Plan to 10% of the Blue Point 2 Value Plan. The prorated amount in the 2013-2014 school year will vary depending on whether the unit member is enrolled in a family, family no spouse, single or sponsor plan.

For the 2014-2015 school year the amounts of \$150 for single, \$275 for sponsor, \$325 for family, and \$300 for family no spouse the first half of the above amount to be placed in July, 2014 for the period of July 1, 2014 through December 31, 2014 and the second half of the above amount to be placed in January, 2015 for the period of January 1, 2015 through June 30, 2015.

Except for unit members who retire effective on or before June 30 of the fiscal year, any other unit member separating service with the district effective July 1st will be responsible to pay the monthly HRA administrative fee until the HRA monies are depleted, to be billed upon separation and/or on an annual basis each July.

This HRA reimbursement provision will sunset and expire June 30, 2015. Implementation of the HRA will be governed by the HRA plan document. Unit members hired after July 1, 2013 will not be eligible for HRA monies.

D. Retiree Health Insurance

The District will contribute toward the Health Insurance of Unit Members who retire under the following conditions and requirements: Eligibility is determined by Board appointment date.

1. The Unit Member must retire from the Churchville-Chili School District and be eligible for retirement under Employees Retirement System without penalty and provide proof of said eligibility in the form of an ERS pay stub or bank statement.
2. The Unit Member must have worked a minimum of twenty (20) hours or more per week on a regular basis in the five years prior to retirement.
3. District contribution is made until the employee becomes eligible for Medicare due to age or disability.
4. District rates of contribution after the appropriate years of service in the Churchville-Chili School District are as follows:

| Unit Member years of service | # of hours worked on a regular basis | District Contribution toward Blue Point 2 Value or comparable replacement |
|-------------------------------------|---|--|
| 25 or more | 27.5-40 hours/week | 70% |
| 20 but less than 25 | 27.5-40 hours/week | 60% |
| 15 but less than 20 | 27.5-40 hours/week | 50% |
| 25 or more | 20-27.5 hours/week | 50% |
| 20 but less than 25 | 20-27.5 hours/week | 40% |
| 15 but less than 20 | 20-27.5 hours/week | 30% |

- A Unit Member with less than fifteen (15) years of service: No contribution.
- A Unit Member not meeting the above qualifications is eligible to participate in the district's plan at his/her own expense.

Section 2: Retirement

The District agrees to provide coverage under the New York State Retirement Plan, §75-i, with the §60-b Insurance Rider and the §41-j sick leave benefit to all eligible employees.

Section 3: Workers' Compensation

All Unit Members of the District are covered by NYS Workers' Compensation. Claims for Workers' Compensation should be made through the Director of Transportation who is required to report all member accidents to the Director of Finance and School Services.

Section 4: Holidays

- a. All Unit Members shall be entitled to nine (9) paid holidays: Columbus Day, Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day.
- b. In order to receive the holiday payment described above, a member must not be on an unpaid leave of absence.

Section 5: Flexible Spending Account

The District will offer a Flexible Spending Account to all Unit Members. The annual minimal contribution for members participating for unreimbursed medical expenses will be \$200, with a maximum of \$2,500. The maximum contribution toward dependent care will be the maximum amount allowed under IRS regulations.

Section 6: Payment for Required Medical Testing and License Renewal

The District compensates unit members at a rate of \$10 for each exam required for state mandated testing not occurring during a driver's regular package hours. Beginning on January 15, 2013, in addition to the required physical and drug test, this will include the Biennial Behind the Wheel Driving Test, the Biennial Written/Oral Examination, and the Biennial Physical Performance Test.

Licensure fees: after 5 years of satisfactory contract service, the district will reimburse active drivers for the class "B" license renewal as long as they remain an active driver.

ARTICLE X **Grievance Procedure**

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and the Association is essential to the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of a member of the unit.

Definitions

The term Grievance as used in this Agreement shall mean any alleged violation of the application of terms of provisions of the Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance. Association shall mean Churchville-Chili Bus Driver's Association.

Aggrieved Party shall mean any person or group or persons in the negotiating unit filing a grievance. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Churchville-Chili Bus Driver's Association. Hearing Officer shall mean any individual or Board charged with the duty of rendering decisions at any state of grievances hereunder.

GENERAL PROCEDURES

All grievances shall include the name and position of the aggrieved party, the identity of the provision law, if applicable to this agreement, policies, etc., involved in the said grievances, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the member of the unit and the Association.

If a grievance affects a significant number of Unit Members or more than one building and to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

The preparation and processing of grievance, insofar as practicable, shall be conducted during the hours of 8 AM and 5 PM on regularly scheduled work days. All parties will avoid interruptions of services in support of school activities.

The Superintendent and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Superintendent and Association. The Superintendent shall provide for the printing of appropriate forms.

Nothing contained herein will be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with his supervisor and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Any party may request that an official record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such service shall pay the costs thereof.

TIME LIMITS

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

Unless a written grievance is forwarded at the first available stage within fifteen (15) working days after the Unit Member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

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

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

GRIEVANCE AND REVIEW - Informal

Stage 1 - Immediate Supervisor

- a. A member of the negotiating unit having a grievance will discuss it with his immediate supervisor, either directly or with a representative, with the objective of resolving the matter informally.
- b. If after five (5) working days, the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate supervisor. Within seven (7) working days after the written grievance is presented to him, the immediate supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the unit, his or her representative and the Association.

Stage 2 - Superintendent

- a. If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision on Stage 1 with the Superintendent within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) working days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

Stage 3 - Arbitration

- a. If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by notice to the Superintendent within fifteen (15) working days of the decision at Stage 2.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association will notify the American Arbitration Association to arrange for a mutually agreeable date for a hearing. Said parties will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than twenty-one (21) calendar days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- d. 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 the Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board of Education and by the Association equally. Each party will bear expense of its own legal counsel.

For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

ARTICLE XI
EMPLOYEE DISCIPLINE AND DISMISSAL

- 11.1 The procedures set forth in this Article 11 are applicable only to those employees to whom Section 75 and 76 of the New York State Civil Service law (and any successors thereto) would otherwise be applicable in the event of discipline or dismissal.
- 11.2 The procedures set forth in this Article 11 are a complete replacement for the procedures set forth in section 75 and 76 of the New York State Civil Service law (and any successors thereto) for those employees who are covered by those provisions. For such employees, this procedure is applicable only after they have completed their probationary period of six months with the district; provided, however, that if an employee is terminated and subsequently rehired by the district, this procedure does not again become applicable to that employee until the probationary period following rehire is completed.
- 11.3 With respect to an employee who is subject to the procedures under this Article 11, the district shall not demote, suspend without pay, fine or discharge such employee without just cause.
- 11.4 In the event the district is considering discipline involving loss of pay, suspension or dismissal of a Unit Member, it will provide written notice to such effect. Within ten (10) school days after issuing the written notice to the Unit Member, the District shall schedule a meeting to be attended by a representative from the district's administrative office, the Unit Member's immediate supervisor, the Unit Member and an association representative of the Unit Member's choice. The purpose of the meeting is to investigate the basis for the proposed discipline, to review any documentation or witness accounts germane to the cause of the discipline, and, if possible, to determine whether a mutually agreed upon course of action may be taken by the parties.
- 11.5 If no mutual agreement is reached pursuant to Section 11.4 above, the district will propose specific discipline, which may include termination, which the Unit Member may either accept or contest through the contractual arbitration provision. Should the member/association choose to contest the district's actions through use of the contractual arbitration provision, the association will file a written demand for arbitration pursuant to Step IV Stage III of the contractual grievance procedure.
- 11.6 If the union believes that the discipline or dismissal was without just cause, it may appeal the grievance to arbitration in accordance with the terms of Article X, Stage 3, of this agreement, provided it does so not later than the tenth (10th) working day after the day on which the superintendent's answer was received. The pendency of a grievance or arbitration concerning an act of discipline or dismissal shall not suspend the effectiveness of the disciplinary action or dismissal.

ARTICLE XII
EVALUATION

EVALUATION

Evaluations shall be performed on Unit Members during their Civil Service mandated probationary period. Up to two (2) evaluations may be conducted on an employee during that time period. The initial evaluation will be performed during the first half of the probationary period in order to allow an employee to address performance concerns or deficiencies.

The evaluation instrument for unit members will be the one created by the Labor Management Committee. (A copy of that instrument is included in this contract as Appendix A.)

ARTICLE XIII **COMPENSATION**

A. WAGES

The wages of Unit Members will be computed by use of a time clock, according to wage schedules and hourly rates hereinafter set forth for all days on the Churchville-Chili School calendar plus agreed upon paid holidays.

B. PAYMENT FOR SCHOOL CALENDAR DAYS

The length of the work year for regular Unit Members shall be that number of days as specified on the approved school calendar. In the event the calendar is shortened either by District action or unforeseen circumstances, the Unit Members shall be guaranteed a minimum of one hundred eighty (180) days and shall be compensated accordingly.

C. FIELD TRIPS, ASSIGNMENTS AND RUNS

1. Effective with this contract, the minimum run time for morning and afternoon assignment shall be two hours each. Late runs are one (1) hour minimum. Mid-day packages are one and one half (1 ½) hour minimums.
2. Emergency coverage of mid-day runs and early dismissals are to be paid on the basis of scale with a one and one half (1 ½) hour minimum.
3. All field trips, sport trips and ski trips, involving layovers, shall be paid on the basis of \$18.50 per hour for driving time and \$14.50 per hour for layover time with a minimum of \$34.50 per trip.
4. Trips between schools and practice sports facilities (shuttles) following or preceding a regular run will be computed on the time clock at scale and carry no minimum.
5. In the event of emergency when Unit Members are called they shall be reimbursed at their regular wage scale with 2 hours minimum.
6. When a Unit Member who is stranded due to severe weather conditions and not subject to Article 13, C #11, is not able to return at the scheduled time, the Unit Member shall be paid at scale.
7. Field trips, sport trips and ski trips will be posted as set forth in this agreement as per Article V.
8. Drivers on field trips, ski trips or sport trips with six (6) or more consecutive hours will be allowed up to eight dollars (\$8.00) toward a meal allowance for each six (6) hours worked. The allowance is to be supported by an itemized voucher.
9. If the Head Driver or Director of Transportation is made aware in advance that a sport run or field trip is scheduled without drive time or layover time, the trip should be posted as such. This does not apply to changes that are made after a trip is posted or to shuttle runs which are from school to school in the district.
10. In situations where a driver is regularly scheduled for three (3) runs, and with an Early Release/Early Dismissal day run would actually have four (4) runs, that driver will be compensated with an additional hour over their regularly scheduled runs. If the fourth run creates a situation where the individual driver would have more than an additional hour, the driver will be paid straight time.

D. WORK HOURS

Every effort will be made not to exceed forty (40) hours for the week of assignment. Unit Members whose total hours for the week of assignment would exceed the maximum of forty (40) hours when so combined will only be considered for the assignment in the event of an emergency and/or when no driver below forty (40) hours is available. The use of minimums will be reduced to straight time if the combination of minimums results in overtime. Minimums will be reduced to straight time until the 40-hour maximum is reached. If a Unit Member becomes aware that the work he/she has completed has caused the total hours for the week of assignment to exceed forty (40), the Unit member will bring that fact to the attention of the Transportation Director for authorization, prior to payroll.

E. SUMMER WORK

For purposes of summer work, there will be a seniority list for Bus Drivers, Attendants and Monitors. Summer work shall be allocated based on seniority as long as the individual applicant has the ability to perform the job available based on qualifications and practice and determined by the Director of Transportation. Should the Monitors/Attendants list be exhausted, bus drivers will be eligible to be Monitors/Attendants.

Bus Drivers who work as Monitors during the summer will be paid as Monitors commensurate with the number of years worked as Monitors during the summer.

Each year that a Bus Driver works as a Monitor during the summer, he/she will advance to the next step on the Monitor salary schedule.

Drivers and monitors are expected to work on the days scheduled.

DRIVER'S STARTING WAGE - \$11.75-\$12.75 PER HOUR
2013-2014 - \$12.15-\$13.15 PER HOUR
2014-2015 - \$12.50-\$13.50 PER HOUR
2015-2016 - \$12.85-\$13.85 PER HOUR

MONITOR'S STARTING WAGE -\$7.50 – \$8.25 PER HOUR.
2013-2014 - \$8.25 - \$9.00 PER HOUR
2014-2016 - \$9.00 - \$9.75 PER HOUR

F. DRIVER'S PAY SCALE

2011-2012, \$.31 over base salary
2012-2013, \$.50 over base salary
2013-2014, \$.55 over base salary
2014-2015, \$.48 over base salary
2015-2016, \$.48 over base salary

G. MONITOR/ATTENDANT'S PAY SCALE

2011-2012, \$.31 over base salary
2012-2013, \$.50 over base salary
2013-2014, \$.55 over base salary (If hired in 2013/14 an additional increase of \$.35 will be added 7/1/14)
2014-2015, \$.48 over base salary
2015-2016, \$.48 over base salary

The Monitors/Attendants listed below will receive an additional per hour increase on the dates indicated after their above increase is applied.

| | 7/1/2013 | 7/1/2014 |
|----------------|----------|----------|
| Jared Hall | \$0.40 | \$0.35 |
| Keith Baldwin | \$0.40 | \$0.35 |
| Sharyl Maus | \$0.40 | \$0.35 |
| Tina Cook | \$0.40 | \$0.35 |
| Brian Colon | \$0.40 | \$0.35 |
| Deb Taddonio | \$0.40 | \$0.35 |
| Mary Brumsted | \$0.40 | \$0.35 |
| Francine Gibbs | \$0.40 | \$0.35 |

H. Emergency closing days compensation – three (3) hours per Unit Member, per day minimum.

ARTICLE XIV
School District Prerogatives

Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority the School District had prior to this agreement are vested exclusively and without limitation within the rights of the School District. These rights include, but are not limited to, direction of the bus drivers, the right to hire, assign, promote, transfer, lay-off, discipline, suspend or discharge for proper cause, and plan, direct and control the transportation operation of the School District.

ARTICLE XV
Length of Agreement

It is expressly understood by and between the parties that this Agreement shall continue in full force and effect from JULY 1, 2011, until midnight JUNE 30, 2016 and thereafter it shall be automatically renewed for successive periods of twelve (12) months unless either party shall give notice to the other that it desires cancellation, modification, or revision of any provisions of this Agreement on or before April 30, 2016.

ARTICLE XVI
Savings Clause

If any provision of this Agreement or any application of the Agreement to any Unit Member shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

ARTICLE XVII
Legislative Action

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 additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVIII
Seniority and Layoffs Proposed by the Association

A. For purposes of this article only, District seniority shall be defined as the total length of service the unit member has accrued in the Unit as a contract employee, adjusted for any breaks in service of less than one (1) year and/or unpaid leaves of absence. In the event the District reduces staff in the Association, the following rules should apply:

1. Temporary, casual, and substitute appointments will be laid off first in the applicable classification.
2. The least senior individual within the classification affected will be reduced first and remaining layoffs will be made in inverse order of seniority.
3. The District will notify the affected employee thirty (30) calendar days prior to the layoff where possible.
4. A recall list will be established for each classification abolished. The order of the list will be based on total years of service in the Unit.
5. A unit member's name will be removed from the recall list in the following circumstances: where he/she accepts the position in the same classification and with the same number of hours as the abolished position, or upon expiration of one (1) year, or non-acceptance or non-responsive to a recall letter, as more fully outlined in subsection (6), below.
6. The District will send notices of all full-time and part-time vacant positions to those unit members still on the recall list via certified mail, return receipt requested. Substitute, temporary and casual positions will not be offered to those unit members on the recall list. The employee will have one calendar week from the date of mailing to respond to the written notice of a vacant position. The employee's failure to respond in writing within one calendar week to accept any vacant position will be construed as non-acceptance, the employee's name will be immediately removed from the recall list, and the District has no other obligations to the employee. If the employee does not accept the recalled position at the time it is offered and that position is the same classification and the same numbers hours of the position laid off from, his/her name shall be immediately removed from the recall list.
7. This Article is not applicable to a voluntary reduction to a part-time position but is applicable to an involuntary reduction from full-time to part-time.
8. In the event of a forced layoff the District shall make an effort to absorb the employees in other areas of the District.

IN WITNESS WHERE OF, The Bus Drivers and the School District have caused this Agreement to be executed in their names by their duly authorized representatives at Churchville, New York this ____ day of July, 2013.

**CHURCHVILLE-CHILI
CENTRAL SCHOOL DISTRICT**

BY: _____

Dr. Pamela Kissel
Superintendent of Schools

Date: _____

**CHURCHVILLE-CHILI
BUS DRIVERS ASSOCIATION**

BY: _____

Mary Steedman
Bus Driver's Association President

Date: _____

APPENDIX A EVALUATION

Purpose & Use of System

The purpose of the bus driver, bus monitor or bus attendant evaluation system is 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.

- A. Evaluation/Personnel Files
 1. The work performance of all unit members shall be evaluated (at least annually) during their probationary period.
 2. Unit members shall be given a copy of the draft evaluation report prepared by their supervisor in advance of meeting to review the evaluation.
 3. The supervisor shall meet with each unit member to review the evaluations. The member shall attest to his/her review of the evaluation by affixing his/her signature to a copy for the file. Unit members shall also have the right to submit a written response to their immediate supervisor within thirty (30) days of their review of the evaluation for attachment to the evaluation. All evaluations and attachments shall be place in a unit member's personnel file.

**CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT**

**BUS DRIVER & BUS MONITOR EVALUATION AND JOB PERFORMANCE RATING
SCALE**

Period Evaluated: From: _____ to _____
 Unsatisfactory
 Name: _____
 Satisfactory
 Supervisor: _____
 Excellent

Driver
 Monitor
 Overall Rating
 1
 2
 3

| Item | Criteria | Circle Rating | Comment if 1 or 3 |
|------|--|---------------|-------------------|
| 1 | Attendance | 1 2 3 | |
| 2* | Operating Skills & Safety - Bus Operation | 1 2 3 | |
| 3* | Operating Skills & Safety - Driving Record | 1 2 3 | |
| 4 | Personal Skills - Punctuality | 1 2 3 | |
| 5 | Personal Skills - Cooperativeness | 1 2 3 | |
| 6 | Personal Skills - Tact | 1 2 3 | |
| 7 | Personal Skills - Dependability | 1 2 3 | |
| 8 | Personal Skills - Judgment | 1 2 3 | |
| 9 | Personal Skills - Conduct | 1 2 3 | |
| 10 | Personal Skills - Written Communication | 1 2 3 | |
| 11* | Equipment Utilization – Use | 1 2 3 | |
| 12* | Equipment Utilization – Cleanliness | 1 2 3 | |
| 13 | Safety | 1 2 3 | |

*Does not apply to monitors

Overall Rating

Overall rating for bus drivers is sum of all criteria divided by 13.

Overall rating for monitors is sum of all criteria divided by 9.

ATTENDANCE

Unsatisfactory

Satisfactory

Excellent

| 1 | 2 | 3 |
|--|--------------------|--------------------------|
| Attendance is below average for this group | Average Attendance | Above Average Attendance |
| | | |

(Note extended absence due to illness, injury, hospitalization, bereavement, Legitimate excuses resulting in non-attendance shall not result in unsatisfactory rating.)

Comments:

OPERATING SKILLS AND SAFETY

Unsatisfactory

Satisfactory

Excellent

| 1 | 2 | 3 |
|--|--|--|
| <p><u>Bus Operation</u> Unable to operate vehicle in adverse conditions. (ie: tight turnarounds, maneuvering in limited space)</p> | <p>Proficient in maneuvering under all types of driving conditions. (ie: road hazards, backing, turning around, narrow roadways)</p> | <p>Operates all types of equipment in difficult circumstances. (ie: handicapped, wheel chairs, 30-passenger bus, etc.)</p> |
| <p><u>Driving Record</u> Violation for speeding or contributing to an accident ... property damage resulted from driving.</p> | <p>Moving violation – free in past year.</p> | <p>Moving violation – free in past five (5) years.</p> |

Comments:

PERSONAL SKILLS

| Unsatisfactory | Satisfactory | Excellent |
|---|---|---|
| 1 | 2 | 3 |
| <p><u>Punctuality:</u> Leaves early with little or no advance notice.</p> | <p>Provides sufficient notice when needing to leave early.</p> | <p>Seldom leaves early, except for legitimate appointments. Gives advance notice.</p> |
| <p><u>Cooperativeness:</u> Sometimes cooperative.</p> | <p>Generally cooperative with all clients and co-workers, avoids arguments when asked to do something out of the ordinary.</p> | <p>Always cooperative.</p> |
| <p><u>Tact:</u> Offends students or parents with what appears to be an uncaring attitude, but is in fact a lack of tact in dealing with sensitive situations. Limited interpersonal communication skills.</p> | <p>Exercises good judgment dealing with confidential or sensitive issues. Does not create resentment or other ill feelings by failure to exercise tact.</p> | <p>Can be trusted with all work-related confidences. Deals with sensitive student, parent, and co-worker issues with proper behaviors that do not provoke a reaction.</p> |
| <p><u>Dependability:</u> Frequently does not keep obligations for a variety of reasons.</p> | <p>When unable to fulfill obligations, will give advance notice with plausible explanation.</p> | <p>Highly reliant. Will seldom miss an obligation, except for significant reasons.</p> |
| <p><u>Judgment:</u> Has exercised poor judgment that arguably has placed self and students in harms way.</p> | <p>Generally exercises good judgment in a variety of issues and contexts over a period of time.</p> | <p>Always can be counted on to “Do the right thing” for self, co-worker, students and the District.</p> |
| <p><u>Conduct:</u> Conduct has been legitimately questioned by reliable and knowledgeable sources. Has diminished the reputation of the District.</p> | <p>Conduct demonstrates pride in self, department, school and community.</p> | <p>Employee is model for department. Bearing and demeanor are exemplary in all circumstances.</p> |
| <p><u>Written Communication</u> Routing information not kept up to date.</p> | <p>Keeps routing information up to date; notifies office of routing changes.</p> | <p>Follows up to assure all routing information is current.</p> |

Comments:

EQUIPMENT UTILIZATION

Unsatisfactory

Satisfactory

Excellent

| 1 | 2 | 3 |
|--|--|---|
| <p><u>Use:</u> Has damaged equipment and requires refresher training to maintain familiarity with standard equipment within the past year.</p> | <p>Uses all equipment as instructed. Is familiar with and abides by equipment preventive maintenance programs. Correctly completes Driver's Daily Report forms, reporting any defects found.</p> | <p>Uses all equipment with above-average proficiency.</p> |
| <p><u>Cleanliness</u> Does not keep bus clean and well maintained.</p> | <p>Keeps bus clean and maintained.</p> | <p>Maintains and cleans spare bus when used.</p> |

Comments:

SAFETY

Unsatisfactory

Satisfactory

Excellent

| 1 | 2 | 3 |
|---|--|---|
| <p>Reported/Observed to have been driving or maneuvering unsafely.</p> <p>Or ...</p> <p>Received an unsatisfactory rating in one of the categories listed on the NYSDMV Annual Defensive Driving Review.</p> <p>Or ...</p> <p>Received 10 or more points on the NYSDMV Article 19-A, Behind the Wheel Road Test.</p> <p>Or</p> <p>Fails to use the NYS SED recommended procedures when loading/unloading students.</p> | <p>Receives a satisfactory rating on the DMV required Annual Defensive Driving Review.</p> <p>And ...</p> <p>No accidents or safety incidents in the last year.</p> <p>And ...</p> <p>Maintains reasonable student behavior on the school bus.</p> | <p>Received satisfactory ratings on the Annual Driving Review and the Bi-Driving Test for the past three (3) years.</p> <p>Or ...</p> <p>A hands-on volunteer for school bus safety seminars.</p> |

Comments:

CHURCHVILLE-CHILI BUS DRIVERS

APPLICATION FORM FOR DAYS OF PERSONAL OBLIGATION

EMPLOYEE _____

DATE: _____

SCHOOL OR DEPT.: _____

I hereby request personal leave day for absence on: _____

Reason for request:

() Legal: _____

() Non-Family Funeral _____

() Emergency: _____

() Car Accident _____

() Graduation in Immediate Family _____

() Taking Member of Immediate Family to or from Hospital: _____

() Other: _____

The specific reason for the request must be stated on the form.

Signature of Employee

Approved: _____

Date: _____

Disapproved: _____

Signature of Supervisor

**CHURCHVILLE-CHILI BUS DRIVERS' ASSOCIATION
RETIREMENT INCENTIVE PLAN
SIDE LETTER OUTSIDE OF THE CONTRACT**

For the period of March 1, 2013 through June 30, 2016, a Retirement Incentive Program shall be in effect for members of the Churchville-Chili Bus Drivers' Association who meet the following requirements and eligibility criteria:

1. The Unit Member must be eligible for and meet the requirements established by the New York State Employees Retirement System and file for retirement with the New York State Employees Retirement System upon first meeting the eligibility criteria for retirement, without penalty, within the period of March 1, 2013 through June 30, 2016.
2. The Unit Member must have been a regular bus driver, bus monitor or bus attendant (not a substitute) in the District for fifteen (15) or more years on or before the date the employee retires.
3. The Unit Member who elects to retire must give the District sixty (60) days notice prior to the anticipated date of retirement. Such notice shall be in writing and shall be an irrevocable letter of retirement and resignation from the District.
4. The Retirement Incentive shall be as follows:
 - A. For Unit Members who worked an average of thirty (30) hours or more per week for the five (5) school years prior to retirement, the Unit Member will receive a payment of six thousand dollars (\$6,000) within three months after leaving service.
 - B. For Unit Members who worked an average of twenty (20) hours but less than thirty (30) hours per week for the five (5) school years prior to retirement, the Unit Member will receive a payment of four thousand dollars (\$4,000) within three months after leaving service.
 - C. For Unit Members who worked an average of ten (10) hours but less than 20 hours per week for the five (5) school years prior to retirement, the Unit Member will receive a payment of two thousand dollars (\$2,000) within three months after leaving service.

(No payment for less than ten hours average in the prior five (5) school years).

It is agreed that the payment of this retirement incentive will be made in the form of a Non-Elective Employer Contribution under Internal Revenue Code Section 403(b) and deposited into the 403(b) account selected by the employer. No unit member who takes the retirement incentive provided in this Agreement may receive cash in lieu of or as an alternative to the Non-Elective Employer contribution described herein.

This Retirement Incentive Plan shall expire fully and completely at midnight, June 30, 2016.