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#### Contract Database Metadata Elements

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BUS  
4777

**C O N T R A C T**

7/1 6/30  
2001 - 2005

**B E T W E E N**

**CHURCHVILLE-CHILI CENTRAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

**A N D**

**CHURCHVILLE-CHILI  
BUS DRIVERS ASSOCIATION**

**RECEIVED**

APR 2 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

87



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## AGREEMENT

Agreement made this 21<sup>st</sup> day of January 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 2001-2005 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 (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, 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 their personnel files. The unit member will be provided with a copy of any material placed in his 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 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 provide the President of the Association, or his/her designee, with two (2) copies of all approved minutes of all public session meetings of the Board of Education as they become available.
- G. 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 Bus Drivers' 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 Bus Driver Handbook upon ratification of 2001-2005 Agreement.

**ARTICLE IV**  
**Rules and Regulations**

The Bus Drivers are expected to follow and will follow all rules and regulations as outlined in the latest Revised Bus Drivers' 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 negotiations matters, except by mutual agreement. In any event, if grievances or negotiations 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. The party requesting the meeting 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.

**ARTICLE V**

**Extra Trip Roster**

At the beginning of the year, two (2) posted lists will be set up on the basis of a questionnaire to the regular drivers in relation to the Extra Trip Rosters. Drivers will volunteer if they wish to be placed on the Extra Trip Roster as long as it does not interfere with regular runs (LIST #1). These rosters will be used to designate regular drivers for Extra trips including field trips and sports trips. Drivers may add their name to the list at any time during the year. 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. Regular drivers who have expressed an interest in being on the trip roster shall be assigned to a posted trip in rotating alphabetical order. In the best interest of continuity for students, drivers shall not be assigned to an extra trip that conflicts with the driver's regularly assigned run (s).

A trip that falls within school hours shall be on list #1. Any trip on a day when school is in session beginning 9:00 a.m. or later and ending by 2:00 p.m. is included.

A trip that falls outside of an individual's regular working hours shall be list #2. Also included on list 2 shall be any trip which takes place on a day when school is not in session or if the trip begins after the normal runs for the day are finished.

The driver whose name appears at the top of any of the aforementioned lists 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.

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 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

All routes will be assigned in August of each year. Routes will be packaged in 37.5, 35 hour, 30 hour, 25 hour, etc. increments with senior drivers given priority for longer form packages.

A Regular run is any type of run scheduled to be completed on a daily basis. Regular run assignments included within route packages will include one or more of the following:

- A.M. and/or P.M. runs;
- Mid-day kindergarten runs;
- Special education A.M. and/or P.M. runs.

Drivers may submit preferences for route packages by May 1st of each year. A driver's preference along with seniority will be taken into consideration for the specific route package (makeup of runs in route package) assigned. However, neither criterion shall be considered as the determining or binding factor in specific route package assignment if the director identifies a specific performance concern, lack of training or inability to perform the assignment.

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 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 will not be assigned to a new opening or vacancy that conflicts with his/her assigned route package.

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. The new openings or vacancies that become available during the school year will be placed into the "discarded" runs list at the end of the school year and shall be available for packaging as described below. Driver's

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 to 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 Director of School Services. An appeal of the Director's determination may be made to the Superintendent.

## **ARTICLE VII**

### **Meetings**

Monitors & Bus Drivers shall attend a minimum of two (2) meetings per year called by the District. According to the Commissioner of Education Regulation 156.3 (d), these meetings shall be a minimum of two hours, at sessions conducted prior to the first day of school, and prior to February first of each year.

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

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

Drivers/monitors will be paid their regular hourly rate of pay. It may be necessary to hold mandatory additional meetings or classes as may be called by the district.

## **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, which shall be credited to the member on the first day of each month to a maximum of ten (10) days accumulative 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 two (2) 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 driver who works an additional month in the summertime will be allowed to earn an additional day of sick leave for the month.

Effective July 1, 1995, Monitors will be included under sick leave in the same manner as bus drivers.

## **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. VOLUNTEER FIREMEN**

Any volunteer who are regular Bus Drivers and are called in the event of any emergency will be paid for each day lost as a result of an emergency fire work on the basis of an average days 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 hourly pay earned during the month of October by the number twenty-one (21). In the event the person has not worked the full month of October, then the computation shall be made when they have worked a full month. Sick Leave, Bereavement Leave, Holidays or Jury Duty days occurring prior to the end of October shall be paid at the previous year's rate of compensation.

## **G. LEAVE OF ABSENCE**

All unit members shall be eligible to request a leave of absence for a period of one year without pay. 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.

## **H. DAYS OF PERSONAL OBLIGATION**

All unit members who work an average of twenty (20) hours per week and who have served the District for at least one (1) year, but less than five (5) years, shall be entitled to one (1) work days absence for personal obligations, without loss of pay, each year. Such unit members who have served the District for at least five (5) or more years shall be entitled to up to two (2) work days absence for personal obligations, without loss of pay, each year. 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 require their absence from work.

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 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.

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. (See Appendix B)

## **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. ASSOCIATION TIME**

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 thirty (30) hours per year of his/her run or work assignment time to attend to Association business. Such time shall be without loss of pay.

## **ARTICLE IX** **Fringe Benefits**

### Section 1. Medical Insurance and Dental

a) All unit members hired prior to July 1, 1989, must work an average of ten (10) hours per week as part of their regular annual work schedule to be eligible for Blue Cross/Blue Shield coverage with the "Blue Million" Major Medical Rider, the full outpatient rider and the x-ray rider. The District contributes ninety percent (90%) of premiums and the employee contributes ten percent (10%) of the premium.

Unit members hired after July 1, 1989, including all bus monitors regardless of hire date, will be eligible for membership in the District's health plan, or alternative health plans as provided for in (b), under the following conditions:

(1) Unit members who are regularly scheduled to work an average of between twenty (20) and forty (40) hours per week are entitled to ninety percent (90%) premium coverage by the District.

(2) Unit members who are regularly scheduled to work an average of ten (10) or more but less than twenty (20) hours per week are entitled to one-half (1/2) premium coverage by the District.

Application for membership and questions should be referred to the payroll office. A married person must enroll as a family contract or may sign up as two singles if married with no children.

(b) The unit member will pay the difference between the plan in paragraph (a) and the RASHP II (Blue Point 2) and RASHP (Blue Million) or a significantly equivalent plan offered by the District.

(c) Members are responsible for notifying the Payroll office promptly of any change of address, change of marital status or when a covered child reaches age 19 (and is not a full-time student according to the District Health Plan) and is therefore no longer eligible for coverage under the family contract.

(d) Retired members of the Association will be allowed to remain as members of the group by paying the entire cost of their coverage.

(e) Unit members hired prior to July 1, 1989, who drive an average of (15) fifteen hours per week or more will be eligible for coverage on the district dental plan. (BS Dental Option 1 Smile Saver). The District will pay eighty-five percent (85%) of the monthly premium and the employee will pay fifteen percent (15%) of the monthly premium.

Members of the unit hired on or after July 1, 1989, will be entitled to membership in the District dental plan under the following conditions:

(1) For unit members who are regularly scheduled to work an average of at least twenty (20) hours per week the District will pay eighty-five percent (85%) of the monthly premiums and the member will pay fifteen percent (15%) of the monthly premiums.

(2) For unit members who are regularly scheduled to 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.

**(f) Health Insurance (Excludes Dental) for Bus Driver Retirees:**

The District will contribute toward the Health Insurance of Unit members who retire after July 1, 1989, under the following conditions and requirements:

A. The unit member must retire from the Churchville-Chili School District at or after fifty-five (55) years of age.

B. 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.

C. District contribution is made until the employee is covered under Medicare.

D. District rates of contribution after the appropriate years of service in the Churchville-Chili School District are as follows:

1. A unit member with twenty-five (25) or more years of service who worked thirty (30) - forty (40) hours per week on a regular basis at time of retirement: District contribution seventy percent (70%) of premium.

2. A unit member with twenty-five (25) or more years of service who worked twenty (20) - thirty (30) hours per week on a regular basis at time of retirement: District contribution fifty percent (50%) of premium.

3. A unit member with twenty (20) years or more of service who worked thirty (30) - forty (40) hours per week on a regular basis at time of retirement: District contribution sixty percent (60%) of premium.

4. A unit member with twenty (20) years or more of service who worked twenty (20) - thirty (30) hours per week on a regular basis at time of retirement: District contribution forty percent (40%) of premium.

5. A unit member with fifteen (15) years or more of service who worked thirty (30) - forty (40) hours per week on a regular basis at time of retirement: District contribution fifty percent (50%) of premium.

6. A unit member with fifteen (15) or more years of service who worked twenty (20) - thirty (30) hours per week on a regular basis at time of retirement: District contribution of thirty percent (30%) of premium.

7. A unit member with less than fifteen (15) years of service: No contribution.

8. A unit member not meeting above qualifications is eligible to participate in the district's plan at their 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 employees.

## Section 3: Workers' Compensation

All unit members of the District are covered by Workers' Compensation for accidents arising from the performance of their duties. Such accidents to be covered must occur on school property except when the member's official duty takes him/her away from the school buildings.

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.i. All unit members shall be entitled to five (5) paid holidays during the 2001-2002 school year. The holidays for the 2001-2002 school year are: Thanksgiving, Thanksgiving Friday, Christmas Day, New Year's Day, and Memorial Day.

a.ii. All unit members shall be entitled to six (6) paid holidays during the 2002-2003 school year. The holidays for the 2002-2003 school year are: Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Day, New Year's Day, and Memorial Day.

a.iii. All unit members shall be entitled to seven (7) paid holidays during the 2003-2004 school year. The holidays for the 2003-2004 school year are: Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.

a.iv. All unit members shall be entitled to eight (8) paid holidays during the 2004-2005 school year are: Columbus Day, Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.

b. Unit members hired prior to 1979 shall be allowed to maintain their accumulated number of holidays. The number of days that exceed those outlined in section a. above shall be reimbursed by payment to the employee in the first December paycheck.

c. In order to receive the holiday payment described above, a member must be an employee of the District as the start of the school year on which the holiday falls and must not be on 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

Unit members will be compensated for state required physical examination and mandatory drug tests. A rate of \$10.00 will be paid to the individual undergoing each exam.

Licensure fees: after 10 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

### Definitions

A "grievance" is defined as any alleged violation of this Agreement or any dispute with respect to its meaning or application.

An "aggrieved party" is the unit member who submits a grievance or the Association only on alleged grievances affecting more than one unit member or of district-wide application.

For purposes of this Article, a "day" is defined as a day upon which the School District business office is open.

### Section 1:

Step 1 of the following procedures must be initiated within twenty (20) working days after the member knew or should have known or the act of condition on which the grievance is based, or the grievance will be waived.

### Section 2:

Time limits at any step of this procedure may be extended only by mutual consent between the Association and the District. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next higher step of this procedure. Should the Association not meet the time limits of the procedure, the grievance will be construed as resolved at the last response.

### Section 3:

All grievance records and documents shall be filed separately from the personnel files.

### Section 4:

For purposes of this Article a "day" is defined as a day upon which the School District business office is open.

### Section 5:

The presentation of a written grievance at Step II shall include the following:

- a. The identity of the aggrieved party.
- b. The specific provisions of the agreement involved in the grievance.
- c. The time when and the place where the alleged events or conditions constituting the grievance existed.
- d. If known, the identity of the person responsible for causing such events or conditions.
- e. The redress sought by the aggrieved party.

### Section 6:

At Step IV the arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

### Section 7:

At Step IV the cost for arbitration will be borne equally by the District and the Association.

### Section 8:

The election to submit a grievance to Step IV shall automatically be a waiver of all other remedies or forms of relief which otherwise could be available for alleged breach of contract.



**Sequence\***

**District Response**

**Association Response**

Step I

Discussion of Complaint by member or Association with Supervisor identifying such discussion as is. Step I Grievance.

Oral reply by Supervisor within five (5) days.

If unresolved by oral response of Supervisor Association Grievance Committee may proceed to Step II within five (5) days receipt of oral reply.

\*\*\*\*\*

Step II

Complaint is put in writing by Association Grievance Committee and presented to Supervisor.

Supervisor to respond in writing within ten (10) days.

If unresolved by Supervisor's written reply, Association Grievance Committee may proceed to Step III within five (5) days of receipt of written reply.

\*\*\*\*\*

Step III

Association Grievance Committee files written appeal with Director of Finance and School Services

Within ten (10) days, the Director of Finance and School Services or his representative convenes meeting with Association Committee to discuss Grievance. Provides written response within ten (10) days of meeting.

If unresolved by the Director of Finance and School Services written reply, Association Grievance Committee may proceed to Step IV within five (5) days of receipt of written reply.

\*\*\*\*\*

Step IV

Association Grievance Committee files written demand for arbitration of the American Arbitration Association within five (5) days of receipt of District response at Step III.

The method of selection of the Arbitrator, Rules and Procedures at Arbitration shall be in accord with the Rules and Procedures of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his/her finding, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on all parties.

\*\*\*\*\*

\*With the mutual consent of the Association and the District a grievance impacting on a large number of unit members or having unit-wide impact may be commenced at Step III.

**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. The district shall further, within ten (10) school days after issuing the written notice to the unit member, 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 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 paragraph 10.6 of this agreement, provided it does so not later than the tenth (10<sup>th</sup>) 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 bus drivers and monitors will be the one created by the Labor Management Committee in the spring of 2003. (A copy of that instrument is included in this contract as Appendix A.)

### **ARTICLE XIII** **Compensation**

#### **A. WAGES**

The wages of the Bus Drivers 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 Bus Drivers shall be that number of days as specified on the approved school calendar. In the event the calendar is shortened either by District action of unforeseen circumstances, the Bus Drivers shall be guaranteed up to a maximum of one hundred eighty (180) days and shall be compensated accordingly.

#### **C. FIELD TRIPS, ASSIGNMENTS AND RUNS**

- a. Effective with this contract, the minimum run time for morning and afternoon assignment shall be two hours each.
- b. Kindergarten runs and early dismissals are to be paid on the basis of scale with one and one-half hour minimum.
- c. Effective July 1, 2001: all field trips, sport trips and ski trips, involving layovers, shall be paid on the basis of \$16.50 per hour for driving time and \$12.50 per hour for layover time with a minimum of \$32.50 per trip. This scale will increase by .25 cents per year for contract duration.
- d. 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.
- e. In the event of emergency when bus drivers are called they shall be reimbursed at their regular wage scale with 2 hours minimum.
- f. When a driver is stranded due to severe weather conditions and the driver is not able to return at the scheduled time, the driver shall be paid at scale.
- g. Field trips, sport trips and ski trips will be posted as set forth in this agreement as per Article V.
- h. Drivers on field trips, ski trips or sport trips with six (6) or more consecutive hours will be allowed up to seven dollars and fifty cents (\$7.50) toward a meal allowance for each six (6) hours worked. The allowance is to be supported by a voucher.
- i. If the Head Driver or Director of Transportation are 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.
- j. Work Hours

Every effort will be made not to exceed forty (40) hours for the week of assignment. Drivers 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. If a driver becomes aware that the work he/she has completed has caused the total hours for the week of assignment to exceed forty (40), the driver will bring that fact to the attention of the Transportation Director for authorization, prior to payroll.

k. Summer Work

For purposes of summer work, there will be a seniority list for bus drivers 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' list be exhausted, bus drivers will be eligible to be monitors.

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.

DRIVERS STARTING WAGE - \$11.50 - \$12.50 PER HOUR,

MONITORS STARTING WAGE - \$7.30 - \$8.00 PER HOUR.

**D. DRIVER'S PAY SCALE**

2001-2002	2002-2003	2003-2004	2004-2005
.60 per hour	.60 per hour	.50 per hour	.45 per hour

**MONITORS' PAY SCALE**

2001-2002	2002-2003	2003-2004	2004-2005
.50 per hour	.50 per hour	.50 per hour	.50 per hour

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, 2001, until midnight JUNE 30, 2005 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, 2005.

**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**

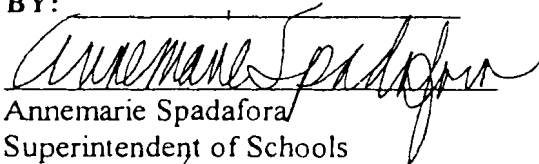
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**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 21<sup>st</sup> day of January, 2004.

**CHURCHVILLE-CHILI  
CENTRAL SCHOOL DISTRICT**


**CHURCHVILLE-CHILI  
BUS DRIVERS ASSOCIATION**

BY: \_\_\_\_\_

  
Annemarie Spadafora  
Superintendent of Schools

1/14/04  
Date

BY: \_\_\_\_\_

  
Martha Claxton  
Bus Driver's Association President

1-21-04  
Date

**ARTICLE XI**  
**EVALUATION**

**Purpose & Use of System**

The purpose of the bus driver/monitor 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.

This process shall be piloted in school year 2003/2004 and modified by the committee as agreed to.

Approved:

\_\_\_\_\_  
Annemarie Spadafora, Superintendent of Schools

\_\_\_\_\_  
Martha Claxton, Bus Driver Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Period Evaluated: From \_\_\_\_\_ to \_\_\_\_\_

Driver       Monitor  
 Overall Rating:    1 Unsatisfactory  
                            2 Satisfactory  
                            3 Excellent

Name: \_\_\_\_\_

Supervisor: \_\_\_\_\_

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 Skill and Safety

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

Comments:

B4

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

BS

Comments:

Equipment Rating

36

Unsatisfactory	Satisfactory	Excellent
1 <u>Use</u> Has damaged equipment and requires refresher training to maintain familiarity with standard equipment. Has misused equipment within the past year.	2 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.	3 Uses all equipment with above-average proficiency.
<u>Cleanliness</u> Does not keep bus clean and well maintained.	Keeps bus clean and maintained.	Maintains and cleans spare bus when used.

Comments:

# Safety

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

87

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

Appendix C

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

For the contract years, 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 Retirement System on or before June 30, 1999, and file for retirement upon first meeting the eligibility requirements of the NYSRS during the two years of this incentive plan.
2. The unit member must have been a regular bus driver or monitor (not a substitute) in the District for fifteen (15) or more years on or before the employee is first eligible to retire under this plan.
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 Drivers or Monitors who worked an average of thirty (30) - forty (40) hours per week on regularly scheduled runs only for the five (5) school years prior to retirement, the Driver or Monitor will receive a payment of five thousand dollars (\$5,000) within three months after leaving service.
  - B. For Drivers or Monitors who worked an average of twenty (20) - twenty-nine (29) hours per week on regularly scheduled runs only for the five (5) school years prior to retirement, the Driver or Monitor will receive a payment of three thousand dollars (\$3,000) within three months after leaving service.
  - C. For Drivers or Monitors who worked an average of ten (10) - nineteen (19) hours per week on regularly scheduled runs only for the five (5) school years prior to retirement, the Driver or Monitor will receive a payment of fifteen hundred dollars (\$1,500) within three months after leaving service.

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

This Retirement Incentive Plan shall expire fully and completely at midnight, June 30, 2005.

**OPTION:**

Except as otherwise provided here, the payment of the Retirement Incentive shall be a cash payment by check to the employee. In lieu of such cash payment, the employee may elect to have such payment applied by the District to the employee's health insurance premium, should he/she elect to continue as a member of the group and/or as the retiree is eligible to be in the group as stated in the contract agreement, up to the maximum of the unit member's incentive specified above.