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AGREEMENT BETWEEN

THE

GATES CHILI CENTRAL SCHOOL DISTRICT SUPERINTENDENT

AND

THE GATES CHILI TRANSPORTATION UNION

EFFECTIVE

JULY 1, 2009 - JUNE 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD

DEC 17 2009
ADMINISTRATION
# Table of Content

**Article 1** Recognition .......................................................................................................................... 1
**Article 2** Classification of Drivers ........................................................................................................ 1
**Article 3** Dues Deduction ..................................................................................................................... 2
**Article 4** Union Rights .......................................................................................................................... 2
**Article 5** Negotiations Procedures ......................................................................................................... 3-4
**Article 6** Grievance Procedures ............................................................................................................ 4-6
**Article 7** Personal Folders .................................................................................................................... 6
**Article 8** Time Cards and Guaranteed Hours .......................................................................................... 6
**Article 9** Salaries: July 1, 2009 - June 30, 2011 .................................................................................... 6-7
**Article 10** Longevity Schedule ............................................................................................................. 7
**Article 11** Retirement Plan ................................................................................................................... 7
**Article 12** Health Insurance ................................................................................................................ 8-9
**Article 13** Time and One-Half ............................................................................................................... 9
**Article 14** Operator's License and Criminal Record Check Fee ............................................................ 9
**Article 15** Seniority ............................................................................................................................... 10
**Article 16** Driver Assignment .............................................................................................................. 10-12
**Article 17** Job Performance ................................................................................................................. 13
**Article 18** Field Trips ........................................................................................................................... 13-14
**Article 19** Emergency Closing of Schools ............................................................................................ 15
**Article 20** Holiday Calendar ................................................................................................................. 15
**Article 21** Sick Leave ........................................................................................................................... 16-17
**Article 22** Extraordinary Leave of Absence ......................................................................................... 17-18
**Article 23** Bereavement Leave ............................................................................................................ 18
**Article 24** Pregnancy and Child Rearing Leave .................................................................................... 19
**Article 25** Personal Leave of Absence ................................................................................................. 19
**Article 26** Jury Duty ............................................................................................................................. 20
**Article 27** Mandatory Meetings/Training ............................................................................................ 20-21
**Article 28** Saving Clause ..................................................................................................................... 21
**Article 29** Duration of Agreement ........................................................................................................ 22
**Appendix A** Driver Assignment Rubric .................................................................................................. 23
**Appendix B** Bus Inspection Policy ......................................................................................................... 24-25
  Bus Inspection Report ............................................................................................................................. 26
**Appendix C** Accident Review Policy ..................................................................................................... 27-28
**Appendix D** Health Insurance Chart ..................................................................................................... 29-31
ARTICLE 1
RECOGNITION

1. The Gates Chili Central School District hereby recognizes the Gates Chili Transportation Union as the exclusive bargaining representative of the bus drivers, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed by the District as defined in subparagraph three (3) hereof.

2. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act Section 208(2).

3. The bargaining unit is defined as all persons serving in the capacity of bus driver for the Gates Chili Central School District. The Supervisor of Transportation and other supervisory personnel including those in the grievance procedure are excluded as members.

4. The Union agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Gates Chili Central School District.

ARTICLE 2
CLASSIFICATION OF DRIVERS

1. Regular driver: unless otherwise noted, all references in the agreement to “driver” refer to all members with full time regular, permanent assignments.

2. Substitute driver: a substitute has no regular full time, permanent, driving assignment. Unless specifically written, substitutes are covered under all articles of the agreement.

3. On-call driver: when a regular or substitute driver is not available, the District may find it necessary to “call-in” an experienced driver to cover an emergency. This category of driver is to be used only when all other avenues are exhausted. These on-call drivers include but are not limited to retirees, former employees, and/or drivers currently working for private enterprise.

4. On-call drivers are covered under Articles 1, 2, 3, 4, 6, 7, 9 (starting salary only), 11, 13, 27, and 28. On-call drivers will not supersede any right of regular and/or substitute drivers, including but not limited to the rights expressed in Article 7 “Driver Assignment” and Article 13 “Field Trips.”
ARTICLE 3

DUES DEDUCTION

1. The Superintendent of Schools agrees to the check-off of Union dues in amounts to be determined by the Union. A form agreeable to both the School District and the Union will be developed for this purpose. The School District agrees that the privilege of check-off will not be extended to any employee organization other than the Union for this unit.

2. Dues deduction authorization shall be in writing in the form agreed upon. Additional authorizations submitted after October 1 shall be for new members only and must be submitted at least two (2) weeks prior to any regularly scheduled pay date. For members wishing dues deduction in September, authorization cards must be presented by September 1.

3. The District shall, at least four (4) times a year, on or about October 1, January 1, May 1, and June 1 make available to the Union a listing of all members for whom deductions have been made and the amount deducted for each. Upon request (monthly), the District shall notify the Union of any changes in said list.

ARTICLE 4

UNION RIGHTS

1. District facilities shall be available for Union meetings upon request by the Union President with the approval of the appropriate Administrator.

2. Drivers required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing and/or any official business arising under the Taylor Law shall be permitted release time with full compensation.

3. The District and the Union agree to make available to each other information relevant to negotiations and the processing of grievances.

4. The District shall permit a Union delegate one (1) day without loss of pay for the purpose of attending the conventions of the New York State United Teachers and its national affiliates. The District shall permit the Union president or his/her designee five (5) days without the loss of pay to conduct Union business.

5. When a driver feels that he/she has cause to disagree with the action taken by the Supervisor of Transportation (or his/her designee) regarding his/her discipline or dismissal, he/she shall informally discuss said action with the Supervisor of Transportation.

6. If, after informal discussion, the driver still is not satisfied with the action taken, then he/she may initiate formal grievance procedures as per Article 11 of the Agreement.
ARTICLE 5

NEGOTIATIONS PROCEDURES

1. The term "Parties" refers to the Gates Chili Central School District Superintendent and the Gates Chili Transportation Union.

2. Neither party in any negotiations shall have any control over the selection of the negotiating team of the other party.

3. a. By no later than December 1 of the year prior to the termination of this contract, the Association President and the Superintendent will meet to discuss negotiations for a successor agreement. An additional Association representative shall have the right to attend this meeting. If both parties agree, negotiations will begin by not later than the second Friday in January with each party submitting a maximum of five proposals. For the purpose of this article, proposals will be defined as specific changes to or a deletion of a current article or the addition of a new article. Proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract.

b. If either party requests to open negotiations early, and not according to the stipulations in 3a, and the other party agrees, the party requesting to open will present its proposals in detail at the first meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The first meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.

c. If there is not mutual agreement to begin negotiations as described in Section 3a and 3b of this article, then meetings for a successor agreement will begin with the exchange of proposals on the fourth Friday in January prior to the termination of this contract.

4. The parties shall submit to each other a letter of certification stating the name of its chief spokesperson and empowering said individual to act as Chief Negotiator to make, consider, alter and tentatively agree to all proposals at the negotiating table. This letter of certification shall be presented to each party prior to the first formal negotiations meeting.

5. All tentatively agreed upon items must be initialed by each respective spokesperson prior to the conclusion of each meeting.

6. Before the conclusion of each meeting, the time, date, and place for the next meeting shall be established by mutual consent of the spokesperson of both parties.

7. All negotiating procedures shall terminate with the declaration of an impasse by either party.

8. Any release of the tentative agreement reached or the contents of the final Agreement shall be done by mutual consent of both parties.
ARTICLE 5 - Continued

9. Upon completion of the negotiation process, all Agreements tentatively reached by the negotiating teams shall be submitted in writing to the Superintendent of Schools and the Association members for ratification.

10. Upon ratification, the Agreement shall be signed by the President of the Gates Chili Transportation Union and the Superintendent of Schools.

11. The designation of personnel, materials, method of reproduction and distribution of copies of this Agreement will be by mutual consent of both parties. The Association agrees to pay one-half the total cost of typing, materials and reproduction of said Agreement for their membership.

12. The Association does not assert the right to strike against any government, to assist in participation in any such strike, or impose any obligation to conduct, assist, or participate in such a strike.

13. Both parties shall negotiate in good faith.

14. Meetings of negotiating teams shall be closed to the general public, students and news media.

ARTICLE 6

GRIEVANCE PROCEDURES

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner at the lowest possible level.

DEFINITIONS:

1. A grievance is a claim by a driver or a group of drivers that there has been a violation or misapplication of any article of this Agreement. Grievances must be taken up to Step 1 of the following procedures within fifteen (15) working days following the date that any driver should have known of the act or condition on which the grievance is based.

BASIC PRINCIPLES:

1. Each party to a grievance shall have access to all written statements and records pertaining to the case.

2. Time limits at any stage of the procedure may be extended by mutual consent between the Union and the District. All time limits in the procedure refer to working days.

3. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next higher step of the procedure.

4. Should the Union not meet the time limits of the procedure, the grievance will be considered as resolved at the last response.
ARTICLE 6 – Continued

5. All grievance records and documents shall be filed separately from personal folders.

PROCEDURES

1. INFORMAL CONFERENCE: Prior to submitting any grievance in writing, a grievant must discuss the alleged grievance with the Supervisor of Transportation with the intent of settling the grievance.

2. STAGE 1. The Grievant shall submit the grievance in writing to the Supervisor of Transportation. The Supervisor of Transportation will respond in writing within five (5) working days.

3. STAGE 2. If the Grievant is not satisfied with the response at Stage 1 he/she may, within five (5) working days of receipt of response, submit the grievance in writing to the Assistant Superintendent for Business. The Assistant Superintendent for Business will respond to the Grievant within five (5) working days.

4. STAGE 3. If the Grievant is not satisfied with the response at Stage 2, he/she may, within five (5) working days of receipt of response, submit the grievance to the Superintendent of Schools. The Superintendent will respond to the Grievant within ten (10) working days.

5. STAGE 4

a. If the Grievant is not satisfied with the disposition of the Superintendent, he/she may, with the approval of the Union, submit the grievance to the consideration of an impartial third party by written notice to the Superintendent within ten (10) working days of receiving the Superintendent's written disposition of the grievance.

b. Within five (5) working days after such written notice of submission of the grievance to the consideration of a third party, the Superintendent and the Union shall request a list of seven (7) impartial third parties from the American Arbitration Union. The parties will then mutually select the impartial third party by alternate striking throughout the list.

c. The elected third party will hear the matter promptly and will issue his/her disposition not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The third party's decision will be in writing.

d. The decision and award of the third party shall be binding upon the parties for all grievances.

e. Any possible costs for the services of the third party, including expenses, if any, will be borne one-half (1/2) by the District and one-half (1/2) by the Union and/or Grievant.
ARTICLE 6 – Continued

6. Any alternatives to Stage 4, such as expedient arbitration, which are mutually agreed upon by both parties may be implemented.

ARTICLE 7

PERSONAL FOLDERS

1. Each driver will have the right, upon reasonable request and at reasonable times as determined by the Supervisor of Transportation and with the Supervisor of Transportation or his/her designee present, to personally review the contents of his/her complete personal file kept in the Transportation Department Office.

2. In any instance where an entry has been made, it shall be signed by both parties, placed in the driver’s folder and a copy given to the driver. If the driver agrees or disagrees with any entry, he/she may so indicate in writing and such statement shall become an attachment to said entry.

ARTICLE 8

TIME CARDS AND GUARANTEED HOURS

1. All drivers assigned and working between the hours of 6:00 a.m. and 12:00 noon will be guaranteed two hours and all drivers assigned and working between the hours of 12:00 noon to 4:00 p.m. will be guaranteed two hours (2). This does not apply to any field trips or extra runs.

2. Each driver will have the right, upon reasonable request and at reasonable times as determined by the Supervisor of Transportation and with the Supervisor of Transportation or his/her designee present, to personally review his/her Time Card kept in the Transportation Department office. Copies of time cards will be distributed with each paycheck.

3. Drivers will be paid 5 additional minutes a day during the period of November 15 - March 15 each year. In exceptional circumstances due to weather conditions, the Supervisor of Transportation may approve additional time to clean buses.

ARTICLE 9

SALARIES: July 1, 2009 - June 30, 2011

1. Effective July 1, 2009, the minimum starting salaries for newly hired drivers with no driving experience will be $13.00. Newly hired drivers with a minimum of one year’s experience will start at $14.90. A newly hired driver with less than one years driving experience will move to the rate of a newly hired driver with at least one years driving experience after being employed as a driver with the District for one year.
ARTICLE 9 - Continued

2. Effective July 1, 2009, each returning unit member’s salary will be increased by 3.75% of their 2008-09 school year base salary.

3. Effective July 1, 2010, each returning unit member’s salary will be increased by 3.95% of their 2009-10 school year base salary.

ARTICLE 10

LONGEVITY SCHEDULE

1. Drivers hired before July 1, 2005, assigned and working throughout the school year will be eligible for longevity pay based on length of service in the district. The number of years to be completed for eligibility are as follows:

<table>
<thead>
<tr>
<th>Longevity Level</th>
<th>Years to Complete</th>
<th>Added to Base Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>LONGEVITY I</td>
<td>completing 5 years</td>
<td>.75</td>
</tr>
<tr>
<td>LONGEVITY II</td>
<td>completing 8 years</td>
<td>additional .50</td>
</tr>
<tr>
<td>LONGEVITY III</td>
<td>completing 12 years</td>
<td>additional .50</td>
</tr>
<tr>
<td>LONGEVITY IV</td>
<td>completing 16 years</td>
<td>additional .50</td>
</tr>
</tbody>
</table>

2. Drivers hired on or after July 1, 2005, assigned and working throughout the school year will be eligible for longevity pay based on length of service in the district. The number of years to be completed for eligibility are as follows:

<table>
<thead>
<tr>
<th>Longevity Level</th>
<th>Years to Complete</th>
<th>Added to Base Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>LONGEVITY I</td>
<td>completing 10 years</td>
<td>.75</td>
</tr>
<tr>
<td>LONGEVITY II</td>
<td>completing 15 years</td>
<td>additional .50</td>
</tr>
<tr>
<td>LONGEVITY III</td>
<td>completing 20 years</td>
<td>additional .50</td>
</tr>
<tr>
<td>LONGEVITY IV</td>
<td>completing 25 years</td>
<td>additional .50</td>
</tr>
</tbody>
</table>

3. Longevity pay will be determined by the number of eligible years as noted in Section 1. The rate specified will be added to the driver’s base hourly rate on the day following the anniversary date in which they meet eligibility of years.

4. Drivers presently receiving longevity benefits will continue to receive longevity benefits as noted above.

ARTICLE 11

RETIREMENT PLAN

The 75i Retirement Plan, plus Option 41-J (Application of Unused Sick Leave) of the New York State Employees Retirement System shall be fully paid, as prescribed by law, by the District. Members may elect to transfer up to 165 unused sick days into the NYS Employees Retirement System or at the time of retirement, any unused sick days beyond those days placed in the ERS, may be reimbursed at $20 a day up to a maximum of 150 days.
ARTICLE 12

HEALTH INSURANCE

1. For those members currently enrolled in the District health insurance plan as of June 30, 2005, and effective January 1, 2006, the district will contribute up to 100% of the District Preferred Care Basix health insurance plan or 85% of Preferred Care Trivantage at the applicable single, sponsor, family or family – one adult rate.
   a. The District will provide the co-pay supplements, as defined in Appendix D, for those members enrolled in the Preferred Care Basix health insurance plan only.

2. New employees starting District employment on or after July 1, 2005 who work four or more hours per day:
   b. During the first year of enrollment the District will contribute 50% of the District Preferred Care Basix health insurance plan or 40% of Preferred Care Trivantage.
   c. During the second year of enrollment, the District will contribute 65% the District Preferred Care Basix health insurance plan or 50% of Preferred Care Trivantage.
   d. During the third year of enrollment, the District will contribute 100% of the District Preferred Care Basix health insurance plan or 85% of Preferred Care Trivantage.

3. The District will contribute a maximum of $250 towards the premiums for dental/vision plan for each participant working an average of 5 hours or more a day or more throughout the year. Those members working less than five hours per day throughout the year shall have the premium cost prorated using 5 hours as the base. For example, if a member works four hours a day, the district will prorate by 4/5 of the allowance. The carrier for such coverage shall be identified annually by the district.

4. For employees hires prior to June 30, 2005, electing to join the District’s health insurance program as of January 1, 2006, the District will contribute 75% toward the District Preferred Care Basix health insurance plan or 60% toward Preferred Care Trivantage. During the second year of enrollment, the District will contribute 100% of the District Preferred Care Basix health insurance plan or 85% of Preferred Care Trivantage.

5. Drivers who have completed 15 years of service as a District employee and who reach at least 55 years of age will be eligible for the health insurance benefit as described in section 1 above, where applicable. When the qualified driver described in the first sentence of this section reaches age 65 her/his benefit will change. At age 65 and beyond, the District will pay 85% of the premium of Preferred Care Gold.

6. Claims information filed by a covered driver shall be confidential and the District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.
ARTICLE 12 – Continued

7. The District will provide Section 125 "flexible spending arrangement" benefits plan.
8. Employees who elect to participate in an alternative HMO plan(s) offered by the District in lieu of the Preferred Care Basix health benefits plan shall pay 100% of the difference between the cost of the plan selected and the District's contribution to Preferred Care Basix.
9. On an annual basis and prior to March 1, representatives of the Association and the District will meet to review the District's participation in the health insurance plan(s). The Association agrees to cooperate with the District in its efforts to contain health insurance costs. It is understood that the basic health insurance coverage shall be provided as determined by the District. It is understood that the President will be involved in any internal study regarding health plans provided members of the unit.

ARTICLE 13

TIME AND ONE-HALF

1. All drivers covered by this Agreement shall be paid time and one-half for all hours worked above and beyond forty (40) hours per week, in accordance with the Fair Labor Standards Act, Federal Wage and Law as amended in 1966, effective February 1, 1967. Hours worked is defined as actual driving time. In the event the assignment of an additional field trip; the Supervisor of Transportation reserves the right to assign the next eligible driver to said trip so that driver does not exceed a 45 hour work week.
2. The original posting time will be the determining factor when calculating the forty-five hour work week. In the event the posted time changes, prior to said trip, the driver will be notified and may elect to withdraw from the trip.

ARTICLE 14

OPERATOR'S LICENSE AND CRIMINAL RECORD CHECK FEES

1. The District agrees to pay the difference between the cost of a bus driver's license and the cost of a normal operator's license.
2. The District agrees to provide for the service and cover the cost associated with the criminal record checks (under Article #19-A of the NYS DMV) for all school bus drivers employed by the District.
ARTICLE 15

SENIORITY

1. **Seniority**: Seniority is based on the weight of continuous service the employee has with the district. If a driver takes an unpaid leave of absence, seniority does not accrue. To determine seniority, the date a unit member starts as a contract unit member shall be his/her seniority date. In the event two or more persons start the same day, seniority shall be determined by the date hired by the Board of Education. In the event of more than one being hired by the Board of Education at the same time, seniority should be determined by the drawing of lots between such persons. This drawing is to be held by Assistant Superintendent for Personnel and witnessed by an officer of the Gates Chili Transportation Union.

2. **Posting**: To keep drivers informed of a current seniority status, seniority list will be posted on the bulletin board in the driver’s room in September and began in January each school year.

3. **Lay off**: Lay off or necessary reductions in hours shall be by seniority within the bargaining unit beginning with the least senior unit member.

4. **Recall**: In the event of a vacancy the district shall fill such positions on a recall basis by rehiring most recently laid-off driver.

   In the event that more than one unit member was laid-off on the same day recall shall be determined on a seniority basis from the date of Board of Education appointment.

   If the driver is to be recalled he/she shall be so notified in writing by the Assistant Superintendent for Personnel. If the unit member rejects the recall or does not notify the district, the employer shall proceed to enforce a recall provision for the second driver on the list.

5. The provisions of Article 15 shall be subject to the application provisions of the Civil Service Law regarding lay off and recall.

ARTICLE 16

DRIVER ASSIGNMENT

1. It is the sole responsibility of the Supervisor of Transportation to devise and assign drivers based on the annual schedule for all runs for students with disabilities. For all other runs, drivers will be assigned by seniority. While runs other than Special Education will be assigned based on Seniority, the District reserves the right to review the assigned runs with the Union President and the Director of Transportation to determine the appropriateness of the assignment.
ARTICLE 16 - Continued

2. Once the Director of Transportation is notified of a driver being out in excess of (five) 5 business days, the run will be assigned to the most senior substitute driver. If the substitute driver declines the run it will be assigned to the next most senior substitute driver. Once the substitute driver has agreed to the run, they must take the entire run for the duration of the original driver’s absence.

3. The Supervisor of Transportation will post at least 75% of the regular runs no later than the weekend prior to Labor Day. New information that becomes available to the Transportation Office after August 22 prior to Labor Day could result in modification of the runs. Barring extenuating circumstances beyond the district’s control all runs will remain stable for the remainder of the year. There may be a variance of fifteen (15) minutes more or less between posted times and actual driving times. This variance is not grievable.

4. During the school year through April 15, when a bus run becomes permanently open as determined by the Supervisor of Transportation, the run will be posted and the assignment to said run will be based on the criteria described in Section 1. Permanently open occurs when a regular position is vacated because of resignation, retirement, or dismissal. Any new or vacated runs must be posted within three (3) work days of knowledge of said vacancy and must be assigned within five (5) work days.

5. If a driver is assigned a run and that run is canceled for ten consecutive days or less, that driver will be paid for each cancelled day to a maximum of ten days provided the driver remains in the transportation facility. If the driver declines the run, the driver will not be paid for the canceled run.

6. If the driver is assigned another run during the ten day period the driver will be paid for the hours of the longer run. If a driver runs is canceled for eleven or more consecutive days and that driver loses one hour or more that day, then the driver will be assigned by the Supervisor of Transportation, without posting, the next permanent run of equal or longer duration based on availability. If a driver loses less than one hour from the original run, the Director of Transportation will assign the next available run to the driver with in 15 minutes of their original run hours. If the driver declines the run, the run will be posted.

7. Temporarily-Assigned Runs: At times it is necessary for the Supervisor of Transportation to temporarily assign a run. If said run is of duration of ten (10) working days or less, the run may be assigned instead of posted. The Union President must be notified within two (2) days of any runs that have been assigned unposted by the Supervisor of Transportation. Any temporary run lasting more than ten (10) working days shall be posted for three (3) working days and permanently assigned using criteria as defined in Section 1, except in the case where a regular driver is out because of illness or injury for longer than 10 days. In this case, a substitute will have the option to drive the complete assignment until the regular driver returns to work. In the event the substitute driver elects not to take the midday, said run will be posted in accordance with the contract.

8. When a driver is out ill for a long period of time (over ten working days), mid-day and kindergarten runs will be posted as temporary runs and the procedure above will be followed until the regular driver returns.
9. In the event that the administration is informed that a temporarily assigned run for students with special transportation needs, such as but not limited to BOCES programs, etc. must be established and started at the beginning of the school year, and the administration will assign the run for a period not to exceed twenty school days. At the end of twenty school days, if the administration determines that the run will become permanent, then said run will be posted and assigned in accordance with the contract.

10. When a driver is absent, the substitute driver will take the complete assignment, unless that substitute is unavailable. In that case, the absent driver’s mid-day and/or kindergarten runs will be assigned using the “D wheel” procedure.

11. A substitute driver shall have no permanent assignment: am, pm, mid-day or kindergarten. When a regular driver is absent, all mid-day and kindergarten runs will be assigned by using the “D” wheel. The “D” wheel will work as follows:
   a. Within the first week of school the Supervisor of Transportation or his/her designee will post a sign up sheet for drivers who are available to cover a mid day run. The sign up sheet will list the driver’s name and time available for mid day coverage. “Mid day” is defined as all assignments that run between 9:00 am and 2:00 pm.
   b. The Supervisor of Transportation or his/her designee will arrange the sign-up sheet in alphabetical order by the driver’s last name.
   c. This list will constitute the mid day availability sheet which will be posted daily prior to 6:00 am. Assignment will be made to drivers on a rotational basis. Rotation of names for the “D” wheel will be done in the same manner as field trips.
   d. Each day drivers are to enter “Yes” in the available column or “No” in the Not Available column.
   e. Every day between 7:45 and 9:10 am the Supervisor of Transportation or his/her designee will assign runs by highlighting the name and time available column. Only one driver’s name will be highlighted in the name column. This driver will be considered a standby until 9:15 am.
   f. It is the driver’s responsibility to check if his/her name is highlighted. If so, he/she is to check with the Supervisor of Transportation or his/her designee for their specific assignment immediately upon return from their a.m. run. The runs will be highlighted no later than 8:30 a.m. If the driver does not check with the Supervisor of Transportation or his/her designee and that driver returned to the transportation facility, or refuses the assigned run, then that driver will be removed from the next rotation. If the driver does not check with the Supervisor of Transportation or his/her designee the second time her/his name is highlighted, then he/she will be removed from the D-wheel for a one month period beginning on the first day after the driver is notified by the Supervisor of Transportation or his/her designee.
   g. Coverage requests received after 9:15 am will be assigned at the discretion of the Supervisor of Transportation or his/her designee.
ARTICLE 17

JOB PERFORMANCE

1. All new employees shall be considered as probationary for a period of one school year from the beginning of their employment. During this time, they will not be entitled to seniority, but will be held bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said one-year period from the date of employment at the sole discretion of the Employer. If such employee is retained beyond the one-year probationary period from the beginning of his/ her employment, he/ she shall immediately thereafter be classified as a regular employee and his/her seniority shall commence as of his/her original employment.

2. An employee called in by the Director of Transportation for a disciplinary interview may request the presence of the union president or their designee, provided this shall not unduly delay the meeting.

3. Any suspension and/or termination will be determined by the Assistant Superintendent for Personnel.

ARTICLE 18

FIELD TRIPS

DEFINITIONS

Field trips are defined as extra trips which include school sponsored sports trips, educational trips, extracurricular trips, and co-curricular trips involving the use of Gates Chili Central School District's drivers and school buses.

DRIVERS' ACCEPTANCE AND ASSIGNMENT CONSIDERATIONS

1. Initial notice will be posted, for those trips requiring such, a minimum of a week in advance of the trip when possible.

2. Trips will be posted for the duration of one (1) Punch - Time. It is the driver's responsibility to keep abreast of their availability for field trips. If the top listed driver is on a field trip when a trip is posted, the posting will stay up until that driver returns to the garage, or is contacted by the Transportation Office and replies.

3. The first eligible driver in rotation to indicate his/her availability on the sign-up sheet will be assigned the trip.

4. In an emergency, last minute trips will be assigned to the next available driver on the volunteer emergency list. Last minute trips are defined as those where less than twenty-four (24) hours notice has been given to the Supervisor of Transportation or his/her designee.
ARTICLE 18 – Continued

5. If a field trip is canceled due to weather or other conditions, drivers will be notified immediately. If a driver is not notified prior, s/he will be paid for the time assigned to the field trip or if said field trip is rescheduled, it will be offered to the original driver assigned if available.

6. In an emergency a driver may be taken off his/her regular run to cover an extra driving assignment.

7. All five (5) wheels will continue where left off for the following school year.

8. Newly hired drivers will not be assigned field trips until they have been employed 90 working days in the district.

TYPES AND ASSIGNMENT PROCEDURE

1. Under two (2) hours duration, assignment will be made by the Transportation Office using the Voluntary Emergency List.

2. Over two (2) hours duration, but either partially or all within the school day, assignment will be made to all drivers on a rotational basis determined by their election as indicated by their signature on the posted sign-up sheet. (A-Wheel: 7:30 a.m. - 4:00 p.m. on day’s school is in session).

3. After-hour trips, including those that fall during the evening, assignment will be made to drivers on a rotational basis and determined by their choice of availability as indicated by their signature on the posted sign-up sheet. (B-Wheel: after 4:00 p.m. on days school is in session)

4. Trips falling on Saturday, Sunday, or holidays, assignment will be made on a rotational basis and determined by their choice of availability as indicated by their signature on the posted sign-up sheet. (C-Wheel)

5. Trips on A, B, and C Wheels will be posted and assigned separately.

6. Any field trips designated as “drop-off, pick-up” will be posted as such.

VOLUNTARY EMERGENCY LIST
(V. E. L.)

1. For purposes of this clause, an emergency shall exist when a driver suddenly has become unavailable and a driver must be found within a very short period of time.

2. In emergency situations, the Supervisor of Transportation or his/her designee shall select a driver from the V. E. L.

3. Drivers will be listed by seniority. The list will be posted.
ARTICLE 19

EMERGENCY CLOSING OF SCHOOLS

1. Drivers will not be paid for days that school is closed for emergency or inclement weather reasons when announced over the official radio station WHAM, or through phone calls from the Supervisor of Transportation or his/her designee by 6:00 a.m.

2. In the event that calls or announcements are not made by said time above, then drivers and/or substitutes will be guaranteed two (2) hours pay at their regular hourly rate.

3. In the event that a driver punches in for his/her first assigned a.m. run, and after that time an emergency closing is declared, the driver will be paid his/her hourly rate for his/her regularly scheduled hours on that day.

4. If no emergency days are used during the work year and the District closes school on the day prior to the Memorial Day recess for that express purpose, then all drivers will receive his/her hourly rate for his/her regularly scheduled hours on the day of that specific closing.

ARTICLE 20

HOLIDAY CALENDAR

1. All drivers working four hours (4) or more per day throughout the school year will have eleven (11) paid holidays during each year of this agreement. Holiday dates shall be determined by the Administration after adoption of the school calendar by the Board of Education.

2. All other drivers may be allowed up to nine (9) days holiday pay at the discretion of the Supervisor of Transportation based on attendance, availability, reporting at assigned time, and general performance.

3. Holiday pay will be granted only if the driver works the scheduled workday before and the scheduled workday after the holiday. If the driver is granted an approved paid day on the scheduled workday before and/or after the holiday, then the driver will be granted pay for that holiday. The daily holiday pay will be calculated based on the average of all hours worked in the previous full two-week pay period, exclusive of field trips.
ARTICLE 21

SICK LEAVE

1. All drivers covered by the Agreement shall be entitled to an unlimited accumulation of Sick Leave. Sick Leave shall be earned as follows:
   a. Drivers will earn one sick day per month. If employed in the summer, the driver will earn one day per month, to a total of no more than 12 days in a school year. The use of sick days during the summer is limited to two days. If unused, this sick day will be added to the driver's accumulated sick leave at the conclusion of each summer's assigned work.
   b. A. M. only assigned drivers will earn one-half (1/2) day per month employed.
   c. P. M. only assigned drivers will earn one-half (1/2) day per month employed.
   d. All others will be prorated on a time accumulated basis by the Supervisor of Transportation or his/her designee.

2. Under the Family Medical Leave Act, it is understood that if a driver is absent for three (3) consecutive days, the driver must submit to the Supervisor of Transportation a written statement from a physician that the employee is physically able to resume normal bus driving duties. In the event that a driver does not submit said written statement upon his/her return to work it is agreed that he/she will forfeit one (1) paid sick leave day.

3. Drivers may use up to three (3) days per year of their accumulated sick leave for illness in the immediate family when the driver must be absent to care for said member of the immediate family. For the purpose of this article immediate family will be defined as spouse, mother, father and children.

4. The Supervisor of Transportation will make available to each driver by the first pay period in September an accounting of the number of unused sick days accrued.

5. The Superintendent of Schools agrees to a reserve fund of 150 sick leave days. A driver who has used up his/her sick leave by an extended absence due to illness or injury may apply to the Superintendent for additional sick leave days from this fund. The Superintendent may approve or disapprove said request. If approved, such additional leave may be granted to a maximum of ten (10) school days.

6. If a driver does not use any sick days in a school year (July 1 - June 30) then that driver will receive one additional paid holiday. Payment for this day will be equal to the driver's regularly assigned hours times the driver's hourly rate during the year in which no sick days were used.
ARTICLE 21 – Continued

7. Sick days are not intended to be used as vacation or to extend holidays or weekends. If the District finds excessive use or a pattern of abuse such as taking sick days prior or after a holiday, the district may pursue disciplinary charges under Civil Service Law Section 75.

ATTENDANCE INCENTIVE

1. In each year of the agreement, ten month employees will receive an incentive for attendance based on the prior year’s attendance record, according to the following:

<table>
<thead>
<tr>
<th>Sick or unpaid leave days used</th>
<th>Ten month Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>No sick or unpaid leave days used</td>
<td>$150</td>
</tr>
<tr>
<td>One (1) sick or unpaid leave days**</td>
<td>$100</td>
</tr>
<tr>
<td>Two (2) Sick or unpaid leave days used</td>
<td>$ 50</td>
</tr>
</tbody>
</table>

ARTICLE 22

EXTRAORDINARY LEAVE OF ABSENCE

1. The Superintendent of Schools recognizes that certain circumstances other than personal illness and injury are beyond an individual's control and may require absence from regular duties. Therefore, drivers, for compelling reasons may be allowed extraordinary leave of absence during the school year if approved by the Assistant Superintendent for Administration and Personnel, or his/her designee.

2. Extraordinary Leave shall not be granted for a day immediately prior to the commencement of, or a day immediately following a scheduled holiday or recess, except for an emergency. Approval for such emergencies will be at the discretion of the Assistant Superintendent for Administration and Personnel, or his/her designee.

3. Requests for Extraordinary Leave must be submitted on the appropriate form to the Assistant Superintendent for Administration and Personnel, or his/her designee, through the Supervisor of Transportation. The reason for the request must be stated on the form.

4. At least three (3) days notice, except in an emergency, will be required.

5. In an emergency situation, the driver must contact the Supervisor of Transportation, or his/her designee. Upon return to work the driver will submit to the Assistant Superintendent for Administration and Personnel, or his/her designee, the request for the said day(s) under the provision of this article.

6. The total time allowed for all Extraordinary Leave absences during any given school year shall be limited to three (3) days. An employee may be granted more time at the sole discretion of the Assistant Superintendent for Administration and Personnel, or his/her designee. The allowance of this article is not accumulative.
ARTICLE 22 - Continued

7. Leave of absences under the provision of this article are not deducted from allowances for absences due to personal illness or injury.

8. Loss of pay for any intentional misuse of extraordinary leave will be contingent upon the recommendations made to the Superintendent by the Assistant Superintendent for Administration and Personnel.

9. The three (3) days allowance of this policy is not accumulative, but up to three (3) unused EOL days will be credited to cumulative sick leave each year if the maximum is not used by the member.

10. Upon three days advanced notice and approval of the Department of Transportation, the District will provide three (3) unpaid midday leaves to each driver for the purpose of brief appointments. The driver shall work his/her other assigned runs.

ARTICLE 23
BEREAVEMENT LEAVE

1. It is the purpose of this Article to authorize the payment of full salary for a period not to exceed three (3) days to any driver assigned and working a regular per day schedule throughout the school year who is absent as a result of a death in the family.

2. For the purpose of this article, the term "family" shall include father, mother, husband, wife, child, stepchildren, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, daughter-in-law, son-in-law, grandchildren, aunt, uncle, step children and "significant other" living in the home at the time of death.

3. It is expected that notification shall be given to the Supervisor of Transportation or his/her designee so that necessary arrangements for substitutes can be made. Verification of the relationship of the bereaved party may be required by the Supervisor of Transportation. In the case of a death of other person(s) not covered by Section 1, who played a significant role in the life of the unit member, the Superintendent may at his/her discretion grant additional day(s) of bereavement.

4. Any leave of absence granted under this article is not deductible from leave of absence allowed for illness. The limit of three (3) days is for each occurrence.

5. Under extraordinary conditions, the Superintendent may, at his discretion, grant additional time upon written request.
ARTICLE 24

PREGNANCY AND CHILD REARING LEAVE

1. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

2. Drivers disabled due to pregnancy will be expected to return to their duties as soon as their physician and the school physician consider them to be no longer disabled.

3. Drivers desiring a child rearing leave of absence following the disability of pregnancy may make application for such leave to the Superintendent of Schools.

4. Child rearing leaves will be granted under the following conditions:
   a. Such child rearing leave will be granted without pay or paid benefits.
   b. Such child rearing leave shall be granted in multiples of one (1) semester for a total maximum leave period of one (1) year. Forty (40) days notice will be required for requests for child rearing leave, unless medical requirements preclude such notice.
   c. A driver granted a child rearing leave during the first semester of a school year will retain his/her established salary level for the year he/she returns to active service.
   d. All drivers returning from approved child rearing leaves shall, upon request, be restored to the same or equivalent positions they held at the time the leave was granted, if at all possible.
   e. A driver may continue in the district's health insurance plan during the time of leave upon payment of premiums for said driver.

ARTICLE 25

PERSONAL LEAVE OF ABSENCE

1. A leave of absence of up to one (1) year without pay or any other benefits may be requested by any driver who has been employed by the District as a driver for more than three (3) years.

2. Said request must be in writing to the Superintendent and is subject to approval or disapproval by the Superintendent or his/her designee. Forty (40) days notice will be required for requests for personal leave, unless personal or emergency circumstances preclude such notice.

3. A driver may continue in the District's Health Insurance Plan during the time of leave at no expense to the district.
ARTICLE 26

JURY DUTY

1. Employees will be given leave at full salary for jury duty with the understanding that any stipend or payment received for such service will be turned over to this school district less any expenses incurred for parking or food when supported by receipts.
2. When a stipend or payment is received, employees are responsible to submit receipts for related expenses using proper District reporting procedures as defined by the Superintendent.
3. When a stipend or payment is not received for jury duty, employees will be given leave at full salary. Expenses incurred will not be the responsibility of the School District when a stipend or payment is not received.

ARTICLE 27

MANDATORY MEETINGS/TRAINING

1. Drivers will be reimbursed at their regular wage scale for mandatory meetings called for the purpose of complying with Regulations of the Commissioner of Education Relating to Safety Aspects of School Bus Driver Employment and Bus Operation.
2. Drivers must attend at least two (2) of the sessions offered each year.
   a. Drivers not in attendance for one (1) of the two (2) required sessions may be subject to two (2) days suspension without pay.
   b. Drivers not in attendance for two (2) of the two (2) required sessions may be subject to dismissal.
   c. The Supervisor of Transportation shall consider extenuating circumstances regarding the implementation of the disciplinary actions described in Sections 2a and 2b of this article.
   d. Determinations regarding discipline under this article shall be made during the annual review period.
3. The School District will make a reasonable effort to provide, in compliance with N. Y. S. Education Law, special training for drivers of the handicapped. This training will be mandatory for all drivers of the handicapped. Those other than assigned drivers of the handicapped may volunteer for said training so as to be used as substitutes on handicapped runs.
4. The District will compensate new drivers required to attend the N.Y.S. S.E.D. thirty (30) hour basic school bus driver training course a stipend of $100.
ARTICLE 27 – Continued

5. If drivers voluntarily participate in staff development activities (e.g. in-service courses, college courses) related to their work and approved by the Supervisor of Transportation, they shall receive $6.50/hour for their participation upon successful completion of the course or the District will pay for the registration for this course. This payment will be made in the last paycheck in June.

6. The Supervisor of Transportation has the sole discretion to select who and how often drivers will provide the K-5 Bus Safety training each year. Those drivers selected will be compensated at a flat rate of $9.00 an hour per actual presentation to the students.

ARTICLE 28

SAVING CLAUSE

1. This Agreement and all provisions herein are subject to applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.
ARTICLE 29

DURATION OF AGREEMENT

1. This contract shall be effective as of July 1, 2009 and shall continue in effect through June 30, 2011.

2. This Agreement between both parties may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SUPERINTENDENT OF SCHOOLS        GATES CHILI TRANSPORTATION UNION

Dr. Mark Davey, Superintendent       Mr. Charles Acciaio, President

9/8/09 Date                         9/8/09 Date
Drivers Name: ___________________________  Date Hired: ___________________________

Directions: Score the driver of each of the following areas and calculate the total score. Total score determines the selection of bus routes, except for assignments involving students with special needs transportation. These runs are determined at the sole discretion of the school district.

**Route Selection Evaluation Rubric**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Years of Service</td>
<td>Score = the total number of consecutive years employed by the district</td>
</tr>
<tr>
<td>Test Failure</td>
<td>5 Points</td>
</tr>
<tr>
<td>Defensive Driving Review Test Failures</td>
<td>19 A Required Test.</td>
</tr>
<tr>
<td>Biennial Road Test</td>
<td>19 A Required Test.</td>
</tr>
<tr>
<td>Biennial Written Test</td>
<td>Biennial Written Test</td>
</tr>
<tr>
<td>Physical Performance Test</td>
<td>Physical Performance Test</td>
</tr>
</tbody>
</table>

Route Selection Placement Score - Score is subject to change prior to 6/30/08 | 0.00
Appendix B
Bus Inspection Policy

It is the goal of the Gates Chili Central School Transportation Department (GCCSTD) to maintain a fleet of buses that meet Department Policies.

Bus Inspection Report

If a Gates Chili Central School District vehicle is found to be in unsatisfactory condition in accordance to GCCSTD'S policy the driver of the vehicle may be subject to disciplinary action.

Bus Inspection Procedures

GCCSTD Bus Inspection procedures are based on the principle that our drivers are responsible to retain the vehicle in superior condition at all times. All bus inspections will be conducted, randomly, by any member of the management team. The following Bus Inspection Procedures have been established to ensure uniformity.

Inspectors' Responsibilities

In determining bus cleanliness, the inspector will use the “Bus Inspection Report” form attached.

If the inspector finds any items that need to be corrected s/he will conference with the driver and review the correctable items. The driver will be notified in writing. A copy of the report will be given to the Transportation Supervisor. The Transportation Supervisor will notify the driver in writing of any points assigned, if applicable, in accordance to the Bus Inspection System. Your bus will be re-inspected within twenty-four (24) working hours. The presence of the driver is strongly encouraged.

Drivers' Responsibilities

Drivers are responsible for, but not limited to, maintaining the following items in the interior of the bus they are driving.

Seats: The seats of the bus must be kept free of dirt and damage. If a seat is damaged during a run, the driver must report the damage to the Head Mechanic on the trip log sheet immediately following their am, pm, midday or field trip run.

Dash Board: The dashboard of the bus must be kept free of dust and dirt. The dashboard will not be cluttered.

Seatbelts: Seatbelts on the bus must be kept in proper working condition as well as being kept latched and on the seats at all times. Seatbelts must never be on the floor.

Switches: All switches on the control panel must be turned off at the end of all runs.
Appendix B – Continued

Driver Compartment: The driver compartment shall be kept in a clean, sanitary condition. The areas around the driver's seat, fire extinguisher and emergency triangles must be kept clear at all times. Drivers shall not keep personal items on the bus.

Floor: The floor of the bus will be kept swept and free of debris. The step well of the bus will be kept free of snow and ice buildup.

Windows and Mirrors: You must be able to sit in the driver's seat, look out the window and have no viewing obstructions.

Body Damage: It is the driver's responsibility to report any body damage to the Supervisor of Transportation of his/her designee immediately.

Sun Visor: The Sun Visor will be kept free and clear of dust and dirt at all times.
Gates Chili Central School District
Transportation Department

BUS INSPECTION REPORT
Bus No.: Date:
Driver: Inspection Time:
Inspected By:
Your bus has been inspected and the following items need to be corrected:

- Dirty or Damaged Seats
- Dirty Dash
- Seat Belts On Floor
- Switches Left On
- Driver Compartment Dirty
- Other
- Dirty Floor
- Dirty Windows/Windshield/Mirrors*
- Body Damage
- Sun Visor Dirty/Dusty
- Dash/Console Cluttered

Your bus will be re-inspected within 24 hours. You are required to correct the above conditions before this time. Please sign and date this inspection form and return it to the Dispatch office.

Driver's Signature  Date

* No points will be given if item is corrected before the next run.
Appendix C
Accident Review Policy

It is the goal of the Gates Chili Central School Transportation Department (GCCSTD) to operate an accident free department. All drivers are expected to follow standard New York State regulations.

Accident Definition

If a Gates Chili Central School District vehicle makes contact with any object, other than the tires touching the driving surface, such a collision will be subject to the Accident Procedures and Review Policy.

Accident review procedures

GCCSTD's accident review procedures are based on the premise that our drivers are expected to meet a higher standard of safety performance than the average motorist. All accidents will be reviewed by the accident review board. The following accident review procedures have been established to ensure uniformity in determining the preventability/non-preventability of vehicle accidents. These procedures are also necessary for:

1. The promotion of the highest standards of safety among GCCSTD drivers.
2. The fair and equitable treatment of the safety record of individual GCCS drivers.
3. The effective and timely administration of GCCSTD driver safety incentive and recognition program.

Data used to determine preventability

In determining preventability, GCCS will use all available information including, but not limited to:
1. The driver's initial report of the accident including any statements from witnesses.
2. The police report of the accident. (if applicable)
3. The findings of GCCSTD internal safety department's investigation of the accident.

Review Board

The Review Board will consist of the Transportation Supervisor as the chairperson, and two other members of the Supervisors of Transportation’s choosing and three drivers selected by the Transportation Union President. This review board is voluntary and no stipend is attached.

Members of the Accident Review Board will be held to the strictest confidence concerning committee decisions and discussions. Sharing of decisions and discussions outside of the committee room will result in dismissal from the Accident Review Board.
Appendix C – Continued

Initial Determination

Based on all available data, the accident review board will make an initial determination of preventability/non-preventability. After a thorough review and discussion, the review board will reach a decision, than the Transportation Supervisor will prepare a written notification of preventability or non-preventability, including all facts and circumstances that led to the determination and the level of the accident. This determination will be given to the driver within twenty-four hours after the review board meeting.

If the driver disagrees with the initial ruling, the case is turned back over to the GCCSTD’s accident review board under the appeal guidelines below for a final determination. The initial determination is valid until the conclusion of the appeal by the accident review board.

Accident Review Guidelines - Appeals

To request that an accident be re-reviewed, the driver is required to submit to the Transportation Supervisor a written appeal within seventy two (72) working hours or less of the initial preventability ruling. The driver's written appeal must state precisely why the driver feels the ruling was unfair. After receiving the written appeal, GCCSTD's accident review committee will convene within seventy-two (72) working hours or less to re-review the accident under appeal.

Accident Categories

The values are based on total damage to all property.
The Accident Review Board will determine if an accident is an accident or an accident/incident.

Accident/Incident: No damage/minimal damage, no personal injuries, no traffic violations or tickets on the part of the GCCSD driver.

Level I Accident: Minimal property damage of $500 or less, no personal injuries, no traffic violations or tickets on the part of the GCCSD driver.

Level II Accident: Property damage between $500.01-$1500.00, no personal injuries, no traffic violations or tickets on the part of the GCCSD driver.

Level III Accident: Property damage between $1500.01-$2500 and/or personal injury which requires medical attention, traffic violation or tickets on the part of the GCCSD driver.

Level IV Accident: Property damage in excess of $2500.01 and/or personal injury which requires medical attention, traffic violation or tickets on the part of the GCCSD driver.

Drivers will follow the Transportation Handbook in the event of an accident. Any driver having three preventable accidents in any combination within an eighteen month period shall be subject to a review of his/her driving record. This may lead to disciplinary action.
<table>
<thead>
<tr>
<th>COVERED SERVICES</th>
<th>Basix 220-2</th>
<th>HRA</th>
<th>Gates Chili Preferred Care Health Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>You Pay</td>
<td>HRA Pays</td>
<td>You Pay</td>
</tr>
<tr>
<td>Office Visit Physician Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Care Physician Office</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Visit for Adults</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialist Office Visit (including all non-routine, non-maternity OB/GYN visits &amp; office based Surgery)</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Sick Child Visits (during regular PCP office hours)</td>
<td>$20 (to age 18)</td>
<td>$15 (to age 5)</td>
<td>$5 (to age 5)</td>
</tr>
<tr>
<td>Well Child Visits (during regular PCP office hours)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Periodic Physical Exams (over age 18)</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>GYN routine exam (twice per year)</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>After Hours Office Visits - Any Age</td>
<td>$20</td>
<td>$0</td>
<td>$20</td>
</tr>
<tr>
<td>Routine Eye Exam for glasses or contacts:</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Adult (over age 18)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine Eye Exam for glasses or contacts: Child (0-18 years)</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Hearing Aids &amp; Fitting Exams Children (to age 18)</td>
<td>Not Covered</td>
<td>$600</td>
<td>$1500 allowance every 3 years to age 19 $15 per visit to specialist</td>
</tr>
<tr>
<td>Periodic Mammogram Screenings</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>X-Ray Services Outside hospital</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Lab Services (In addition to physician services copay)</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Chiropractic Care</td>
<td>$20</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Physical, Occupational and Speech Therapy</td>
<td>$20 per visit 30 visits per year</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Chemotherapy Therapy</td>
<td>Covered in full in inpatient setting. Inpatient copay will apply. Oral chemotherapy covered under prescription benefit. IV/injact able chemotherapy covered with specialist co-payment.</td>
<td>$20</td>
<td>$15</td>
</tr>
<tr>
<td>Radiation Therapy</td>
<td>$20</td>
<td>$20</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Outpatient Surgery in Facility</td>
<td>$20 Physician fees</td>
<td>$100</td>
<td>$5 Physician fees $100 Facility Charges</td>
</tr>
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</table>
### Gates Chili Health Benefits Summary

<table>
<thead>
<tr>
<th>Covered Services</th>
<th>Basic 220-2</th>
<th>HRA</th>
<th>Gates Chili Preferred Care Health Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>You Pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRA Pays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maternity and Family Planning Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre/postnatal physician services (per pregnancy)</td>
<td>50 one time per pregnancy</td>
<td>$0</td>
<td>$5 for first 10 visits, remainder covered in full</td>
</tr>
<tr>
<td>Maternity radiology &amp; tests (e.g., ultrasounds &amp; amniocentesis)</td>
<td>$20</td>
<td>$20</td>
<td>Included in Above</td>
</tr>
<tr>
<td>Hospital Delivery and Newborn Nursery</td>
<td>$280 per delivery</td>
<td>$250</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Inpatient Hospital &amp; Skilled Nursing Services</td>
<td>$250 per admission</td>
<td>$250</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Hospital admission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Nursing Facility - 360 days/lifetime</td>
<td>Not Covered</td>
<td>Covered in Full for 120 days/year</td>
<td>Covered in Full for 120 days/year</td>
</tr>
<tr>
<td>Emergency and Urgent Care Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Room (copay waved if admitted as an inpatient)</td>
<td>$50</td>
<td>$0</td>
<td>$50</td>
</tr>
<tr>
<td>Urgent Care at an Urgent Care Center</td>
<td>$25</td>
<td>$0</td>
<td>$25</td>
</tr>
<tr>
<td>Ambulance Services</td>
<td>$50</td>
<td>$25</td>
<td>$25</td>
</tr>
<tr>
<td>Psychiatric/Chemical Dependency Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental Health Inpatient</td>
<td>$250 per admission</td>
<td>30 days/year</td>
<td>$250</td>
</tr>
<tr>
<td>Mental Health Outpatient</td>
<td>$20 per visit</td>
<td>20 visits per Year</td>
<td>$5</td>
</tr>
<tr>
<td>Chemical Dependency Inpatient Detoxification limited to 7 days</td>
<td>$250 per admission</td>
<td>$250</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Chemical Dependency Outpatient Limited to 60 visits per years</td>
<td>$20</td>
<td></td>
<td>$15 per visit</td>
</tr>
<tr>
<td>Drug Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under the Generic MAC program, if there is an A-rated generic drug, you have the option of choosing the brand name drug but will be responsible for the difference in cost between the generic and the brand name drug plus your co-payment.</td>
<td>Retail: Up to a 90 day supply of outpatient prescription drugs is covered. There is a co-payment for each 30 day supply of $10 generic, $25 preferred brand name, co-payment or $60 non-preferred brand name co-payment.</td>
<td>Varies dependent on co-payment</td>
<td>Retail: Up to a 90 day supply per prescription drug is covered. There is a co-payment for each 30 day supply of $5 generic, $20 co-payment preferred brand name, $35 non-preferred brand name co-payment.</td>
</tr>
</tbody>
</table>
# Gates Chili Health Benefits Summary

<table>
<thead>
<tr>
<th>Covered Services</th>
<th>Basix 220-2</th>
<th>HRA</th>
<th>Gates Chili Preferred Care Health Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>You Pay</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HRA Pays</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>You Pay</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Injectable Medications:</td>
<td></td>
<td></td>
<td>$20 copay</td>
</tr>
<tr>
<td>The copay is for the</td>
<td></td>
<td></td>
<td>$5</td>
</tr>
<tr>
<td>injectable agent and is</td>
<td></td>
<td></td>
<td>$15</td>
</tr>
<tr>
<td>in addition to any other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>copay. All physician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>administered injectable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>medications including,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>but not limited to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>chemotherapy agents and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>injectable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>contraceptives.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetic Related Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetic Education</td>
<td>$20 per session</td>
<td>$10</td>
<td>$10 per session</td>
</tr>
<tr>
<td>Diabetic DME</td>
<td>$20 per unit</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Diabetic Supplies and</td>
<td>Oral agents/insulin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>diabetic supplies</td>
<td>Retail: 30-day supply $20 per prescription</td>
<td>$5</td>
<td>$15</td>
</tr>
<tr>
<td>Other Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eyeglasses or contacts</td>
<td>$60 credit annually and 20% Discount</td>
<td>$0</td>
<td>$60 allowance toward the purchase of one pair of eyeglasses or contact lenses 1x per 24 months to age 19</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>$20 per day</td>
<td>$20</td>
<td>Covered in full when approved</td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>50% $5,000 limit per year</td>
<td>$0</td>
<td>80% from participating provider</td>
</tr>
<tr>
<td>External Prosthetics (limits do not apply to breast prostheses)</td>
<td>50% with a $15,000 limit per prosthesis</td>
<td>30% with a $15,000 limit per prosthesis</td>
<td>80% with a $15,000 limit per prosthesis</td>
</tr>
<tr>
<td>Orthotics</td>
<td>50% / $15,000 limit per year; customized shoe inserts: not covered</td>
<td>Difference varies by cost</td>
<td>$1250 every 3 Years</td>
</tr>
<tr>
<td>Out of Network Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Worldwide Coverage for emergency care, for out of area pre approved or emergency services</td>
<td>Not covered- Except for Emergency and Urgent Care</td>
<td>$0</td>
<td>Not covered- Except for Emergency and Urgent Care</td>
</tr>
<tr>
<td>Additional Services</td>
<td></td>
<td>To Age 23</td>
<td>To Age 23</td>
</tr>
<tr>
<td>Dependent Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health and Wellness Services Program</td>
<td>Members receive $50 &quot;health dollars&quot; per year</td>
<td>$0</td>
<td>Members receive $50 &quot;health dollars&quot; per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Health Partners discounts of 10%-50% off a wide range of services and products in addition to Health Dollars</td>
</tr>
</tbody>
</table>

This is not a contract or binding agreement. The above information is a summary for ease of comparison only. Refer to your plan booklets for actual details.

In the event there is a discrepancy between the information presented here and the actual plan document, the plan documents control. (2005 Rates)