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#### **Contract Database Metadata Elements**

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Bus / 4668

# **AGREEMENT**

**Between**

**THE  
BYRON-BERGEN CENTRAL SCHOOL  
DISTRICT**

**and**

**THE  
BYRON-BERGEN BUS DRIVERS'  
ASSOCIATION**

July 1, 2006 to June 30, 2009

**RECEIVED**

JUL 13 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

June 6, 2006



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### Preamble

The Board of Education of the Byron-Bergen Central School District (hereinafter referred to as the "Board") and the Byron-Bergen Bus Drivers' Association (hereinafter referred to as "Association") recognize that it is their function to maintain a smooth running operation to the highest possible degree.

Believing that the functions of the Association are realized to the fullest when mutual understanding, cooperation and effective communication exists between the Board and the Bus Drivers' Association and in consideration of the agreements, understandings, and terms and conditions contained herein, the parties agree as follows.

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## **ARTICLE 1**

### **Recognition and No Strike**

#### **Section A**

Pursuant to the New York State Public Employees Fair Employment Act, the Byron-Bergen Bus Drivers' Association as the exclusive negotiating representative of all regular Contract Drivers, Auto Mechanics, and Auto Service Workers (hereinafter referred to as Unit Members), excluding supervisory personnel, employed by the District.

#### **Section B**

The Bus Drivers' Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Bus Drivers' Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

#### **Section C**

It is understood and agreed that bus drivers have a right to join the Bus Drivers' Association, and that membership in the Bus Drivers' Association is not and shall not be a condition or prerequisite for the employment or the continuation of employment of any employee.

#### **Section D**

Upon receipt of a signed and dated authorization from the unit employee, the District agrees to deduct the dues of the Byron Bergen Bus Drivers' Association and to transmit those dues to either the president or treasurer of the Association. The Association must give appropriate advance notice of the amount of dues to be deducted for each such employee and to give to the District written notice of the name and address of the Association officer that is to receive the dues.

## **ARTICLE 2**

### **Grievance Procedure**

#### Section A

##### Declaration or Purpose

It is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures where they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

#### Section B

##### Definitions

1. A Grievance shall be defined as a complaint by an affected member of the contract unit that there has been a violation, misinterpretation or misapplication of a provision of the agreement.
2. The Chief School Officer is the Superintendent of Schools.
3. Byron-Bergen Bus Drivers Association shall mean Bus Drivers' Association.
4. Aggrieved party shall mean any person or group of persons in the contract unit filing a grievance.
5. Party in Interest shall mean the grievant's representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
6. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### Section C

##### General Principles

1. All grievances shall include the name and position of the aggrieved party; the Article and Section which has allegedly been violated, misinterpreted or misapplied; the time when, and the place where, the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.
3. Each individual who wishes to have a grievance considered under the procedure hereby established must initiate and carry through the necessary procedures on his own behalf. However, where the grievance or an appeal seems to involve a similar situation for a number of employees and appears to involve system wide policies, it may be submitted by the Association directly at Stage 3 of the grievance procedure as described below.

4. The preparation and processing of grievances shall be arranged to avoid interruption of the work day.
5. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance formally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

#### Section D

##### Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the Article shall be barred.
3. Failure at any stage of this grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Bus Drivers' Association within the specified time shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### Section E Stages

##### STAGE 1: Supervisor - Informal

- a. As soon as possible, but no later than five (5) working days after the aggrieved party knew of the act or condition on which the grievance is based, such aggrieved party shall discuss the grievance with his/her supervisor with the objective of resolving the matter informally.
- b. Within five (5) working days after such discussion the supervisor shall give his/her answer to the aggrieved party.

##### STAGE 2: Business Official - Written

- a. If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party and presented to the Business Official within two (2) working days after the supervisor has given his/her answer in Section E "Stage 1" above.
- b. Within five (5) working days thereafter, the Business Official shall render a decision in writing and present it to the aggrieved party, his/her representative, if any; and the Bus Drivers' Association.



STAGE 3: Chief School Officer

- a. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within two (2) working days after the conclusion of Stage 2, forward the grievance to the Chief School Officer.
- b. Within seven (7) working days after receipt of the appeal, the Chief School Officer or his duly authorized representative, shall meet with the employee and his/her representative and all other parties in interest.
- c. The Chief School Officer shall render a decision in writing to the aggrieved party, and his representative within three (3) working days after the conclusion of the meeting.

STAGE 4: Arbitration

- a. If the grievance is not resolved at Stage 3 above and the aggrieved party wishes to pursue the grievance to arbitration then within fifteen (15) working days after the Chief School Officer has rendered his decision at Stage 4 above, the aggrieved party and/or the Bus Drivers' Association shall submit a written notice to the Chief School Officer of its intent to proceed to arbitration.
- b. Within five (5) days, the Chief School Officer and the Association shall select a mutually acceptable arbitrator. If the parties are unable to do so, they shall make a joint request to the American Arbitration Association for a list of arbitrators, pursuant to the rules of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his decision in accordance with the rules of the American Arbitration Association.  
  
The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall have no power or authority to add to, subtract from, or modify any provision of this agreement.
- e. The decision of the arbitration shall be advisory only, with final determination resting with the Board of Education.
- f. The cost for the service of the arbitrator, including expenses, if any, will be borne equally by the School District and the Bus Drivers' Association.
- g. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- h. No arbitrator shall decide more than one (1) grievance at the same hearing except by mutual agreement in writing between the Bus Drivers' Association and the Chief School Officer.

**STAGE 5: Board of Education**

In the event the grievance is not satisfactorily resolved under STAGE 4, a request for review before the Board of Education in writing may be made by any party that does not accept the advisory award within thirty (30) calendar days from the date of the receipt of the arbitrator's decision.

The Board shall review the advisory award at a meeting in executive session at which time both sides may appear and present oral and written statements and/or argument. Written statements and argument shall be presented to the clerk of the Board prior to any such review meeting.

Thereafter, the Board shall make a decision in writing within thirty (30) calendar days from the conclusion of the review meeting, informing all parties of its decision. The Board's decision shall be final and binding upon both parties.

**ARTICLE 3**  
**Employee Definition**

Contract Driver

- a. A Contract Driver is one who is employed for a minimum of five (5) hours per day and is responsible for a regular route on scheduled pupil attendance days.
- b. The District will issue only one (1) contract per full time route.

2.

Auto Mechanic and Auto Service Worker

3.

- a. September through June: A full-time Auto Mechanic and/or Auto Service Worker is paid on the basis of a work day being eight (8) hours of work and one-half (.5) hour of unpaid lunchtime.
- b. July and August: A full-time Auto Mechanic and/or Auto Service Worker is paid on the basis of a work day being seven and one-half (7.5) hours of work and one-half (.5) hour of paid lunchtime.

4.

5.

6.

7.

## ARTICLE 4

### Seniority

1. Seniority is continuous service with the District, beginning with the first day on the payroll as a Unit Member. It is compiled by adding time spent on the payroll plus properly approved absences and time laid off as specified in the terms of this article.
2. In the event of promotions or transfers, seniority shall be considered by the Board, provided that physical fitness, knowledge, skill and efficiency on the job are equal as determined by the Board.
3. In the event of a reduction of staff, layoffs will be made in reverse order of seniority. Drivers will be recalled in order of seniority. Any driver who is laid off because of a reduction of staff, will be placed at the top of the substitute list and called to sub in order of seniority.
4. The probationary period will begin when a driver is awarded a contract for a regular run. The probationary period for unit employees shall be twenty-six (26) weeks. Probation time shall be credited to the employee for the purpose of computing seniority credit for any school year. No employee may accumulate in excess of one (1) year of seniority credit for any school year.
5. Absence from Work
  - a. An employee's continuous service and his/her seniority rights shall be terminated by the following:
    1. Discharge
    2. Retirement
    3. Resignation
  - b. Failure to report to work without notifying an immediate supervisor or the Business Official in advance of the reason for such absence, or failure to return from an approved leave of absence on the scheduled date of return, or failure to report to work on the agreed date of recall from layoff shall be considered a resignation effective the first day of such absence or layoff. If an emergency occurs, employees are required to complete an absentee report immediately upon return.
6. Employees on approved leaves of absence shall not gain seniority while on leave. When an employee returns from leave, they will reassume the seniority rights they had at the beginning of their leave.

## **ARTICLE 5**

### **Leaves**

#### Section A

##### Sick Leave

1. After three (3) days of absence, a doctor's certificate stating the type of illness must be submitted to the Transportation Supervisor.
2. Absence forms will be filled out explaining reasons for absence on the first day back to work.
3. First year contract drivers will receive one (1) sick day for every school calendar month of work completed (total 10 days). Contract drivers with more than one year of experience with the District will receive 12 sick days at the outset of each year, with the privilege of accumulating 200 days.

A newly appointed auto mechanic or auto service worker will receive one and one-quarter (1.25) sick days for each calendar month of work completed (up to 15 sick days). An Auto Mechanic and/or Auto Service Worker with more than one year of service will receive 15 sick days at the outset of each year, with the privilege of accumulating 200 days.

4. All leave and benefit provision of this contract will be counted toward the leave and benefit provisions of the Family Medical Leave Act (FMLA) where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than FMLA.

Employees will be required to provide FMLA leave documentation from the employer including appropriate medical certification under the FMLA.

Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days.

5. A total number of a driver's accumulated sick leave days shall be listed on his/her wage agreement each school year.
6. Leave of absence may be given a Unit Member without pay for a legitimate reason. Request must be from a Unit Member who has worked for the District one (1) year or more, on approval of the Board, providing a qualified replacement may be found.
7. Leaves of absence shall not be used to extend a vacation or holiday without the written authorization of the Transportation Supervisor and the Superintendent of Schools. No seniority is gained on leaves without pay.

## Section B

### Emergency Leave

Up to five (5) days of emergency leave per year, non-cumulative, are available for contract employees to cover absences from work which are absolutely necessary for the following reasons:

1. Bereavement

Bereavement leave may be used in the event of a death in the employee's immediate family. "Immediate family" is defined in item 3 below. Where an employee has exhausted five (5) days of emergency leave for purposes of bereavement and/or family illness, an employee may apply to the Superintendent for additional days. Such days must be deducted from accumulated sick days.

2. Family Illness

The employee may use up to five (5) days of his/her sick leave as described in Article 5, Section A, 3. to care for the illness of the immediate family members (defined in Article 5, Section B, 3.).

3. Definition of Immediate Family

Immediate family shall be defined as employee's father, mother, brother, sister, spouse, children, grandparent, grandchild, immediate in-laws, stepchild, or anyone for whom employee is considered legal guardian.

## Section C

### Personal Leave

1. Unit Members shall receive three (3) days annually. These days are non-accumulative.
2. Personal leave is defined as that leave granted to conduct personal business that cannot be transacted at any time other than during the regular workday. Personal leave will not be granted for shopping, recreation, personal vacations, hunting and other like activities, nor to extend a holiday or vacation period.
3. Personal leave request forms must be submitted at least four (4) days prior to scheduled personal leave.
4. Unused personal leave days will be added to the unit member's sick leave accumulation at the end of each school year.

**ARTICLE 6**  
**Vacations**

Auto Mechanics and/or Auto Service Workers will receive fifteen (15) days of vacation per year during their first five (5) years of employment with the District. After completing five (5) years in the District, the Auto Mechanics and/or Auto Service Workers will receive twenty (20) days of vacation.

**ARTICLE 7**  
**Holidays**

For **Auto Mechanics** and/or **Auto Service Workers** the following fifteen (15) holidays shall be days off from work and shall not be deducted from vacation or other leave:

**New Year's Day**  
**Martin Luther King Jr. Day**  
**Presidents' Day**  
**Good Friday**  
**Easter Monday**  
**Memorial Day**  
**July 4<sup>th</sup>**  
**Labor Day**

**Columbus Day**  
**Veterans' Day**  
**Thanksgiving Day**  
**Friday following Thanksgiving Day**  
**Christmas Eve**  
**Christmas Day**  
**New Year's Day Eve**



**ARTICLE 8**  
**Jury Duty**

Unit Members will be expected to drive morning routes in those cases when jury duty begins after 9:30 a.m.

If a Unit Member is excused from jury duty during the duty, s/he is to contact the Transportation Supervisor to discuss his/her availability to drive on that day.

**ARTICLE 9**  
**Medical Insurance**

1. Any eligible Unit Member employed before July 1, 1996, will pay the following percentage contribution rate toward health insurance for the District Medical Plan:

2006-07	10.5%
2007-08	11.0%
2008-09	12.0%

This includes those who were hired prior to July 1, 1996, with one hundred (100) days or more of service with the District.

Any Unit Member hired after July 1, 1996 who is eligible for health insurance will pay twenty percent (20%) of their health insurance premium. This sum will be deducted from their annual salary.

2. The prescription co-pay and deductibles are those set by the Genesee Area Healthcare Plan or any plan offered by the District.
3. Any Unit Member who chooses not to take the District health insurance plan, will have \$1,000 added to their regular salary for that school year.

**ARTICLE 10**  
**Personnel File**

Upon request of any employee at reasonable times, an employee shall be allowed to view in the presence of the District Clerk or his/her designee, any material in the employee personnel file, except confidential references. No material, except confidential references, derogatory to the employee's conduct, service, character or personality shall be placed in his/her personnel file unless such employee has been notified of its existence and has had the opportunity to review the material. The employee shall have the right to attach a rebuttal to any derogatory material in his/her file.

Confidential references are the references utilized by the District in reviewing an applicant for a position.

**ARTICLE 11**  
**Accumulated Sick Leave Benefit**

When a Unit Member is eligible to retire under the New York State Retirement Plan and has twelve (12) or more years as a Contract Employee with the District, the following benefit will be made available.

For every accumulated sick day the Unit Member will be granted one (1) days' pay (the value of a day's pay will be determined by dividing the final year salary by 182). For every accumulated sick day the Auto Mechanic and/or Auto Service Worker will be granted one (1) day's pay (the value of a day's pay will be determined by dividing the final year's salary by 220). This money can be taken in any one (1) of the following ways.

1. Three (3) annual payments made in equal amounts each of the first three (3) years following retirement. One payment per year.
2. District health insurance payments for the Unit Member (single or family plan) until the fund is exhausted.

If the retiree dies prior to receiving the entire amount in cash or benefits, the remaining sum will be paid to his/her designated beneficiary.

**ARTICLE 12**  
**Wage**

Section A

Bus Driver Wages – Step System:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
<u>Step 1: 1<sup>st</sup> year driver</u>			
Annualized salary	15,665.10	16,197.71	16,748.44
Hourly rate	17.41	18.00	18.61
Percentage increase	3.40%	3.40%	3.40%
<u>Step 2: Driver beginning their 2<sup>nd</sup> year and ending their 6<sup>th</sup> year</u>			
Annualized salary	18,612.00	19,244.81	19,899.13
Hourly rate	20.68	21.38	22.11
Percentage increase	3.40%	3.40%	3.40%
<u>Step 3: Driver beginning their 7<sup>th</sup> year and ending their 11<sup>th</sup> year</u>			
Annualized salary	18,999.75	19,645.74	20,313.70
Hourly rate	21.11	21.83	22.57
Percentage increase	3.40%	3.40%	3.40%
<u>Step 4: Driver beginning their 12<sup>th</sup> year or more</u>			
Annualized salary	19,516.75	20,180.32	20,866.45
Hourly rate	21.69	22.42	23.18
Percentage increase	3.40%	3.40%	3.40%
<u>Longevity 15+ years of service</u>	275.00	300.00	350.00

Auto Mechanic/Auto Service Worker – Hourly Wage Increase (Employees hired prior to 7/1/06):

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Auto Mechanic	18.63	\$19.27	\$19.92
	3.40%	3.40%	3.40%
Auto Service Worker	16.19	16.74	17.31
	3.40%	3.40%	3.40%

Employees hired subsequent to 7/1/06: The District reserves the right to establish a starting hourly rate for new hire Auto Mechanic/Auto Service Worker commensurate with job related experience.

2. Longevity

Effective July 1, 2000, each bus driver who has completed 15 years of service will receive an annual longevity stipend of the amount indicated on the chart above payable in a separate paycheck.

3. Anniversary Date  
All new employees will be placed on a July 1 anniversary date placing them on the first step of their respective salary schedule if they are employed between July 1 and December 31 or by retaining them on the current step of their respective salary schedule if they are employed between January 1 and June 30.
4. Extra work in transportation shall be equal to the hourly field trip pay. Not to include secretarial or custodial work.
5. Required driving school will be the same pay as field trip pay.
6. Required student/parent conferences lasting beyond 15 minutes before or after working hours will be prorated on 15 minute intervals and be paid at the same rate as other meetings.
7. A driver who works more than forty (40) hours during the week will be paid overtime.
8. A driver who leaves the employment of the District and later returns must work five (5) consecutive school years in order to retain his/her original time actually spent under contract. This will not effect seniority status, but only the step on the salary schedule.
9. Vehicle and Traffic Law §19-A Training performed by unit members will be paid at the driver's regular hourly rate.

Section B  
Additional Trips

1. Extra Duty
  - a. Rate of pay = \$13.00 per hour or the rate equal to substitute pay.
  - b. Extra duty is defined as travel other than regular/contract runs, field trips and athletic trips including, but not limited to, kindergarten transfer, Elementary band or chorus, mid-day BOCES pick-up/drop-off, swimming, transport of busses, meetings, refreshers, etc.
2. Field/Athletic Trips
  - a. Rate of Pay = \$12.00 per hour.
  - b. Meal Reimbursement = \$7.00 maximum (receipt must be provided).
  - c. Field trips such as athletic or educational shall use a roster rotation wheel based on seniority. The Association officers and the Transportation Coordinator may agree on deviations from this; i.e., shortage of drivers.
  - d. Reasonable notice for a field trip will be notice given on the day prior to the date of the trip. All drivers on leave including, but not limited to, personal or sick must notify the District of availability for any extra runs. Failure to notify the District constitutes a waiver of any runs assigned during the absence.

- e. Given reasonable notice, if a driver must refuse a field trip, the driver must wait for his/her next turn on the wheel before offered another trip.
- f. Given reasonable notice, the driver will in turn give a response to the supervisor or Main Office as soon as possible and within two (2) hours or less (not including working time) so that the next person in line can receive reasonable notice. Failure to notify the supervision within the time limit will be treated as a refusal.
- g. If a driver is asked for a trip on the same day as the trip occurs, whether he/she accepts or refuses it, he/she will remain on the wheel for the next unassigned trip.
- h. If two (2) or more trips are scheduled in one day, the most senior driver of the day has the choice.
- i. Drivers must stay with the bus or attend the program/event. Drivers on extra trips will receive their regular salary for the trip time that constitutes regular work hours (6:30-9:30 a.m. and 2:00-4:30 p.m.).

The hourly rate will be paid during the period from 9:00 a.m. - 2:00 p.m. and after 4:30 p.m. on school days. The hourly rate per hour will be paid on days off and on weekends. Overnight trips will be paid by on duty time which will include driving and chaperone time. No overtime will be given on Saturday, Sunday, or holidays. A field or athletic trips extends two (2) hours beyond regular work hours (past 11:00 a.m. or 6:30 p.m.), a driver will be entitled to a reimbursed meal for the life of the contract. A receipt must accompany the claim and tax will not be included.

- j. Bus drivers will be paid for actual time spent preparing and cleaning the bus for field or athletic trips, excluding the regular work hours (6:30-9:30 a.m. or 2:00-4:30 p.m.). The maximum time to be charged will be thirty (30) minutes. Failure to clean the bus following a trip will result in the bus driver's name being moved to the bottom of the extra run list.
- k. When an evening field trip departure time is change, up to one and one half (1½) hour of the field/athletic trip pay rate will be provided for the driver waiting.
- l. Trips requiring team drop off and stand by for call to pick up upon completion of the even will be paid a five (5) hour minimum.

### Section C

1. All Drivers will daily pre and post trip their assigned bus, check oil, antifreeze, fuel and keep the inside of the bus clean.

For purposes of this section, cleaning shall mean:

- a. Removing items between seats
- b. Sweeping the bus
- c. Washing all windows with the exception of passenger windows
- d. All other interior cleaning to prepare bus for DOT inspection
  - When preparing the bus for DOT inspection, you will be paid at the extra duty rate (one hour maximum).

Unit member seniority shall be determined by annual, sick and personal day report.

As a route becomes available during the school year, it will be assigned to a substitute for that semester. At the beginning of the September semester, contract drivers may request route changes involving any route or routes that become open in September. Each Contract Driver will have the option to bid on the available route or routes. The available route or routes are to be announced at the annual preschool fall meeting. The senior contract driver requesting the route affected will be assigned and so on until all routes are filled. If a route is left open then it shall be filled by a qualified substitute.

If two (2) drivers want to trade routes at the beginning of a school year, they may be allowed to as long as they both agree. Once they trade there will be no changing back.

#### Special Trips

- a. The District may assign occasional driver trips involving the number of students that may fit in a van (up to seven (7) students) at the discretion of the Transportation Coordinator and must have taken driver training class with 19A instruction.
- b. School groups have the option to contract a commercial bus line with the approval of the Association's officers. However, this approval is not needed for State athletic events, senior events, whale watch trips or similar programs.

#### Summer Clean/Routes

- a. Summer Cleaning - Each driver has the opportunity to clean their own bus during the summer. If a driver chooses not to clean their own bus, other drivers are offered the option to clean it (by seniority).
- b. Summer Routes - Summer routes will be assigned based on seniority, attendance and job performance as determined by the Transportation Coordinator.

Each driver will complete and turn in all required paperwork (daily sheets, monthly reports, absence sheets) and keep route books up to date. (Each driver shall report to the appropriate person prior to starting each shift.)



Section D

Call-Back Pay (Auto Mechanic and/or Auto Service Worker)

1. If the Auto Mechanic and/or the Auto Service Worker is called in to work prior to work or after leaving work s/he shall be paid not less than three (3) hours pay. This call back pay provision does not apply to hours tacked on to the normal work schedule.

**ARTICLE 13**  
**Preemptory Provisions**

If any provision of the Agreement shall be found contrary to law, then such provisions shall be deemed invalid except to this extent permitted by law. All other provisions shall continue in full force and effect until amended or appealed.

All rights, powers and authority which the Board had prior to entering into this Agreement are retained by the Board, except as those rights which are expressly and specifically limited by the Agreement. The failure to enumerate such retained rights shall not be construed as a waiver of any right, power or authority.

**ARTICLE 14**  
**Alteration of Agreement**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the District, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this agreement by either party shall not constitute a waiver of all the terms and conditions herein.

**ARTICLE 15**  
**Complete Agreement**

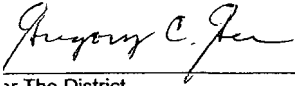
With respect to this Agreement, the parties agree that all proposals to be considered have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, prior to March 15, 2009.

All agreements shall be in writing. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to the Agreement.

**ARTICLE 16**  
**Legislative Approval**

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 THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## Signature Page



\_\_\_\_\_  
for The District  
Gregory C. Geer  
Superintendent of Schools

Dated: 6/12/06



\_\_\_\_\_  
for The Association  
Nancy Cofran  
President

Dated: 6/13/06

