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Union: **Kendall Bus Driver Union**

Local:

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Bus | 5398

~~Scott Mandy~~
B. Siebert

AGREEMENT

Between the

KENDALL CENTRAL SCHOOL DISTRICT

And the

KENDALL BUS DRIVER UNION

July 1, 2007 through June 30, 2008 (midnight inclusive)

RECEIVED

DEC 11 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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RECOGNITION AGREEMENT

Between
SUPERINTENDENT OF SCHOOLS AND KENDALL BUS DRIVERS UNION

PREAMBLE

In order –

to effectuate the provisions of Chapter 392 of the NYS Laws of 1967 known as the Public Employees Fair Employment Act, to encourage and increase effective harmonious working relationships between the Kendall Board of Education hereafter referred to as the “Board”, the Superintendent of Schools hereinafter referred to as the “Superintendent”, its bus driver employees represented by the Kendall Bus Drivers Union, hereafter referred to as the “Union”, the Kendall Bus Drivers Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

RECOGNITION AGREEMENT

The Union recognizes that the Board is the policy-making body charged with the responsibility of interpreting the District needs and desires of the community and of translating them into policies and programs.

The Board recognizes the Kendall Bus Drivers Union as the exclusive negotiating unit for all regularly employed bus drivers of the Kendall Central School District except part-time drivers, substitutes and bus mechanics.

This recognition shall continue in effect as long as the Union verifies through a notarized membership list that a majority of the bus driver employees of the District are members of the Kendall Bus Drivers Union subject to the provisions of Section 208 of the Civil Service (Taylor) Law.


KENDALL CENTRAL SCHOOL

by  _____

Robert Thomson
Superintendent of Schools

by  _____

Jerry Dennis
President, SEIU Local 200 United


by  _____

Will Wordlaw
Union Representative

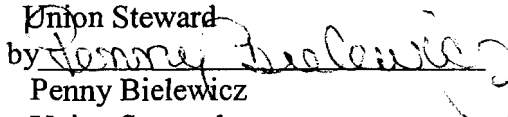
KENDALL BUS DRIVERS UNION

by  _____

Teresa Donahue
Union President

by  _____

Sharon Pratt
Union Steward

by  _____

Penny Bielewicz
Union Steward

ARTICLE 1
NON-DISCRIMINATION

- 1.1 No bus driver or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the District nor the Union shall discriminate for or against any bus driver or applicant for employment covered by this Agreement on account of race, sex, sexual orientation, age, marital status, military status, veteran status, disability, color, religion, creed, political affiliation or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE 2
UNION SECURITY AND CHECK-OFF

- 2.1 The superintendent will make available to all bus drivers in the bargaining unit within a reasonable period of time following the execution thereof a copy of this Agreement.
- 2.2 The Superintendent will make available to all employees entering the bargaining unit a copy of the Agreement.
- 2.3 Upon receipt of a written authorization from the employee on a Form supplied by the Union, the District shall deduct Union dues on a prorate basis and shall remit the monies collected to the President of the Union once each month. The Union agrees to indemnify and hold harmless the District from any causes of action, claims loss, or damages incurred as a result of this clause.
- 2.4 The Union will initially notify the Superintendent as to the amount of dues to be deducted. Such notification will be certified to the Superintendent in writing over the authorized signature of the President of the Union. Changes in the Union membership dues rates will be similarly certified to the Superintendent.
- 2.5 The Board recognizes that this is an Agency Shop Fee agreement. In accordance the NYS laws on such, it is understood that each employee who is a member of the bargaining unit, but who is not a member of the Union, shall have deducted by the District from the employee's pay an amount equivalent to the dues payable by members of the Union with the District remitting such monies collected to the President of the Union once each month. The Union agrees to indemnify and hold harmless the District from any causes of action, claims, loss, or damages incurred as a result of this clause.

- 2.6 Upon receipt of written authorization from an employee, the employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remits same on a monthly basis for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A union member may withdraw their authorization at any time, provided the employee notified the Employer in writing of this withdrawal, with a copy to the Union.

The Union agrees to indemnify and save the Employer harmless from any and all claims, suits or any other forms of liability arising out of deductions of money for the SEIU COPE deductions under this article.

ARTICLE 3 **MANAGEMENT RIGHTS**

- 3.1 The District retains the right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and services operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment, which may be used in the operation of its business or in supplying its services, to determine whether and to what extent the work required in operating its business, and to determine whether or not, how, when, with whom, and all other terms and conditions to contract or subcontract part and/or all of the District's transportation services. However, in the event the District considers subcontracting part and/or all of the District's transportation services, the District agrees to discuss and bargain the decision and the impact of such subcontracting with the Union to the extent required by NYS Laws.

ARTICLE 4 **SPECIAL MEETINGS**

- 4.1 The Superintendent and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request. It is understood that positions taken by the Superintendent or Union are not binding upon either party. These meetings are for the purpose to meet and discuss provisions prior to implementation of the grievance procedure.

ARTICLE 5
UNION STEWARDS

- 5.1 Employees within the bargaining unit shall be represented by three (3) stewards and one (1) alternate. The Union shall furnish the Superintendent with a list of the stewards' names.
- 5.2 The District recognizes the right of the Union to designate Union Stewards and alternates. The authority of Union Stewards and alternates so designated by the Union shall be limited to and not exceed the following duties and activities:
- 5.2.a The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- 5.2.b The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information.
- 5.2.b.1 have been reduced to writing, or
- 5.2.b.2 if not reduced to writing, are of a routine nature and do not interfere with the District's business.

ARTICLE 6
WORKING CONDITIONS

- 6.1 Regular drivers are employees who drive regular assigned routes and work at least four (4) hours total each day school is in session for students. Drivers who work less than a total of four (4) hours each day are considered part-time and are excluded from this Agreement.
- 6.2 The standard work year for regular drivers as scheduled by the Superintendent shall not exceed one hundred eighty-nine (189) days.
- 6.3 The regular work schedule of hours and days shall be posted for all employees at the beginning of the school year in September. This schedule shall not be changed permanently during the school year unless the driver(s) is notified by and given an opportunity to discuss the reason(s) for the change with the Superintendent.

- 6.4 Routes shall be set by the Superintendent at the beginning of the school year in September. No driver shall have the driver's route changed permanently during the school year unless the driver is notified by and given an opportunity to discuss the reason(s) for the change with the Superintendent.
- 6.5 At his sole discretion, the Superintendent shall be responsible for assigning all regular drivers to District bus runs.
- 6.6 In the event a scheduled special trip is canceled, the driver assigned to this trip shall be notified of such cancellation as soon as reasonable and the driver is entitled to two (2) hours of pay.
- 6.7 The District shall reimburse drivers for reasonable expenses specifically approved in advance by the Superintendent and incurred by the drivers while taking special trips.

The Superintendent of Schools and the Kendall Bus Drivers Union hereby agrees that if KCS should use transportation vehicles with a student seating capacity of more than 72 students, the District shall provide a bus aide for regular route trips if so requested by the driver. At its sole discretion the District may assign bus aides to any regular or special trips.

ARTICLE 7 **BUS DRIVER PROTECTION**

- 7.1 Bus Drivers shall immediately report all cases of assault suffered by them in connection with their employment to the Transportation Director in writing, which shall contain a detailed report of the incident.
- 7.2 This report shall be forwarded to the Superintendent and then to the Board, and the school attorney shall act in appropriate ways as liaison between the bus driver, the police and the courts.
- 7.3 The Board shall provide an attorney for, and pay such attorney's fees and expenses necessarily incurred in the defense of a bus driver in any civil or criminal action or proceeding arising out of such incident occurring during the discharge of the bus driver's duties within the scope of his/her employment. The school attorney may be selected by the Board to handle the case.
- 7.4 In the event legal charges are brought against a bus driver as a result of the performance of his/her duties, the bus driver must provide a copy of said legal charges to the Board within ten (10) days. Conditions as set forth in Section 3 above shall be followed.

- 7.5 The Board shall pay for the reasonable cost of replacing or repairing dentures, eyeglasses, clothing, or similar materials which are damaged, destroyed or lost as a result of an assault suffered while the bus driver was in the discharge of duties within the scope of employment. Recoveries by the bus driver under Workmen's Compensation or other insurance of the District for such items shall be credited toward the amount due from the District.
- 7.6 Should a loss of time occur for a bus driver as a result of the above incident in the line of duty, the bus driver shall be paid full salary for the period of such absence, not to exceed thirty (30) calendar days. Special cases are referred to the Board of Education and should be presented in writing by the bus driver. No part of such absences shall be charged against personal leave, sick leave, or deducted from any salary agreement. Recoveries by the bus driver under Workmen's Compensation or other insurance of the District for such loss shall be credited toward the amount due from the District.

ARTICLE 8
TRANSPORTATION OF ALTERNATIVE STUDENTS

- 8.1 Transportation of Alternative Students – Junior/Senior High School students who are in the Alternative Junior High or Alternative High School will be transported other than the regular 3:20 p.m. bus run.

ARTICLE 9
LEAVES

- 9.1 Paid sick leave shall be provided at a rate of twelve (12) days per year accumulative to an unlimited maximum. Sick leave shall be used only for personal illness or physical disability of the employee. At his sole discretion, the Superintendent may require a written statement from a physician verifying any such sick leave after three (3) total days of absence. An accounting of the employee's accumulated sick leave shall be given to each employee at least once annually.
- 9.2 Paid bereavement leave shall be provided at a maximum of three (3) days per incident within the immediate family.
- 9.3 Paid personal leave shall be provided at a rate of two (2) days per year to take care of matters, which cannot be reasonably handled during scheduled work hours including bereavement for other than the immediate family. The Superintendent reserves the right to restrict personal leaves to a maximum of two (2) drivers per day. Unused personal leave shall be credited towards the driver's accumulated sick leave.

- 9.4 Persons summoned to jury duty shall be allowed to serve without reducing their regular salary. While on jury duty the District shall continue to pay such (employees) their regular salary. Within thirty (30) days after jury duty has ended, such (employees) shall remit by check to the District amount equal to the fees except mileage and meals, which they received for serving on jury duty.
- 9.5 In conjunction with the birth or adoption of a child, a child care leave without pay, benefits, or accumulating seniority shall be granted to a driver for up to a maximum of twelve (12) months. At least thirty (30) days prior to the commencement of such a leave, the driver must notify the Superintendent in writing of the reason for plus the dates for beginning and for ending such a leave. At the end of such a leave the driver shall be assigned to a regular driver position.
- 9.6 Drivers may apply for a general leave of absence without pay, benefits, or accumulating seniority from one (1) day up through a maximum of twelve (12) months. For such leaves the driver shall apply in writing, including a statement of the reason(s) for the length of such a leave, to the Superintendent who at his/her sole discretion may or may not grant such a leave. At the end of such a leave the driver shall be assigned to a regular driver position.

ARTICLE 10
HEALTH INSURANCE

- 10.1 The District's Health Insurance Program including major medical shall be made available to all regular drivers.
- 10.1.a For bus drivers who were employed as bus drivers in the District before July 1, 1994, the District shall pay 90% and the bus drivers shall pay through payroll withholding 10% of the premium costs for single or family plan coverage; and for bus drivers hired in the District on or after July 1, 1994, the District shall pay 80% and the bus drivers shall pay through payroll withholding 20% of the premium costs for single plan or family plan coverage; and the policies and companies shall be selected by the Board of Education with prior written notification to the Kendall Bus Drivers' Union; and bus drivers who do not participate in the District Health Insurance program for a whole school year shall be paid \$1,100 for 2004-2005, \$1,100 for 2005-2006, and \$1,100 for 2006-2007. To the extent allowed by Federal, State and Local laws and/or regulations the District shall deduct the bus driver members required contributions to the health insurance program before taxes and social services are applied.

10.1.b Disability Insurance - To the extent allowed by Federal, State and Local laws and/or regulations, the District shall deduct the bus driver's required contributions to disability insurance before taxes and social security are applied.

ARTICLE 11 SENIORITY

- 11.1 Seniority is determined by the length of continuous service as a regular bus driver with the District. If two or more persons begin employment the same day, their seniority shall be determined by the order in which they were appointed by the Board as recorded in its official meeting minutes.
- 11.2 A driver forfeits his/her accumulated seniority if he/she:
- 11.2.a quits or resigns;
 - 11.2.b is discharged for cause; or
 - 11.2.c is laid off for a period longer than twenty-four (24) consecutive months.
- 11.3 Within two (2) weeks after the execution of this Agreement, the Superintendent shall provide the Union with a seniority listing of the names of all employees covered by this Agreement including the length of their service as a regular driver with the District. This list shall be updated at least once each year by the Superintendent and forwarded to the Union.
- 11.4 In the event of reduction in force, the least senior regular driver shall be laid off. Drivers shall be recalled according to most seniority.

ARTICLE 12 GRIEVANCE

- 12.1 DEFINITION: A grievance is a claim by a driver or group of drivers that there has been a violation, misinterpretation, or inequitable application of a provision of this agreement.
- 12.2 FIRST STAGE: The driver orally and informally confers with the Head Bus Mechanic to seek acceptable resolution of the grievance within five (5) school days after the act or conditions causing the grievance occurred.
-

- 12.3 **SECOND STAGE:** If the grievant is not satisfied with the informal response from the First Stage, within five (5) school days after receiving the informal responses the grievant may commit the grievance to writing and file it with the Superintendent. Within five (5) school days after receipt of the written grievance, the Superintendent shall hold a meeting with the drivers and the Head Bus Mechanic regarding this grievance. The Superintendent shall render a decision in writing to the driver within five (5) school days after the conclusion of this meeting.
- 12.4 **THIRD STAGE:** If the driver is not satisfied with the decision at the Second Stage, the driver may file an appeal in writing with the Board of Education within ten (10) days. The Board of Education should render a decision in writing to the driver within ten (10) days after the conclusion of the meeting.
- 12.5 **FOURTH STAGE:** If the Union is not satisfied with the decision at the Third Stage, the Union may file an appeal in writing for arbitration within ten (10) days after receiving the Third Stage decision. The Superintendent and the Union shall then promptly attempt to agree upon an arbitrator after the notice of appeal. If the Superintendent and the Union are unable to agree upon an Arbitrator within five (5) working days, then the Superintendent and the Union shall request the NYS Public Employment Relations Board to submit a list of seven (7) persons qualified as arbitrators. With the Superintendent going first, the Superintendent and the Union shall remove one name from the list with the last remaining name becoming the Arbitrator for this grievance. The decision of the Arbitrator shall be final and binding upon the Superintendent and the Association. However, it is expressly agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify and/or exceed such terms. The expenses of the Arbitrator, the hearing room, and the transcripts of the testimony, if the Superintendent and the Union mutually agree to have such testimony transcribed, shall be borne equally by the District and the Union. The fees paid to the Arbitrator shall be based on the schedule established by the NYS Public Employment Relations Board. All other expenses shall be paid by the party incurring them.

ARTICLE 13 **BULLETIN BOARDS**

- 13.1 The District shall provide a bulletin board at a place designated by the District for the purpose of posting the following:
- 13.1.a Notices of Union recreation and social affairs.
 - 13.1.b Notices of Union elections.
 - 13.1.c Notices of Union appointment and reports of Union meetings.
 - 13.1.d Notices of Union meetings.
 - 13.1.e Other notices considered bona fide Union activities and which have no other general distribution or posting by the drivers.

- 13.2 There shall be no other general distribution or posting by drivers or pamphlets, advertising or political matter, notices of any other kind of literature upon school district property other than as herein provided.
- 13.3 The Superintendent has the right to inspect and approve all material, which the Union proposes to post.

ARTICLE 14
UNION AFFILIATES

- 14.1 Duly authorized representatives of any Union with whom the Union chooses to affiliate shall be permitted to visit the buildings of the District during the regular business hours upon prior notification to the District, for the purpose of investigating grievances and observing conditions under which the drivers are working. Such visits, however, shall not interfere with or delay the drivers in the performance of their duties.
- 14.2 The Superintendent shall give such affiliated Union a list of all its transportation supervisors, representatives and any changes as they occur.

ARTICLE 15
WORKMEN'S COMPENSATION

- 15.1 Any time the District receives reimbursed monies under the Workmen's Compensation Law as a result of an on-the-job injury to a driver, the Superintendent shall pro-rate an equivalent amount of sick leave and re-issue this pro-rated sick leave to the driver's accumulated sick leave up to the maximum accumulation allowed by this Agreement.

ARTICLE 16
INDIVIDUAL AGREEMENTS

- 16.1 The District agrees not to enter into any individual or collective agreement, which in any way conflicts with the terms and provisions of this Agreement. Any such other agreements shall be null and void.

ARTICLE 17
PERSONNEL FILE

- 17.1 Upon reasonable request a driver shall have the right to review and to copy the contents of the driver's personnel files except for confidential pre-employment reference information. The driver shall be entitled to be accompanied by other person(s) of the driver's own choice during such review. The driver shall have the right to respond in writing to any non-confidential materials found in the driver's personnel files, and to have such a response included in such files.

ARTICLE 18
RETIREMENT

- 18.1 Plans Section 75-I and Section 41-j of the New York state Employees Retirement System shall be made available to all regular drivers.
- 18.2 At the time of retirement, regular drivers are eligible to use their unused accumulated sick leave as follows:
- 18.2.a for regular drivers who are in the NYS Employee's Retirement System and who are participating in the District's Health Insurance Program, they shall receive one (1) year's health insurance paid at the same percentage as was paid their last working year for each full block of fifteen (15) unused sick days above one hundred sixty-five (165) accumulated sick days, or they may elect in writing to receive one (1) year's cash payment in the same amount as was provided during their last working year for each full block of fifteen (15) unused sick days above one hundred sixty-five (165) accumulated sick days;
- 18.2.b for regular drivers who are in the NYS employee's Retirement System and who are receiving a cash payment in lieu of Health Insurance, they shall receive one (1) year's cash payment in the same amount as was paid their last working year for each full block of fifteen (15) unused sick days above one hundred sixty-five (165) accumulated sick days, but these drivers shall not be eligible for Health Insurance Program payment percentages;
- 18.2.c for regular drivers with ten (10) or more years of consecutive full-time service as a regular driver who are not in the NYS Employees' Retirement System and who are participating in the District's Health Insurance Program, they shall receive one (1) year's health insurance paid at the same percentage as was paid their last working year for each full block of fifteen (15) unused sick days, or they may elect in writing to receive one (1) year's cash payment in the same amount as was provided during their last working year for each full block of fifteen (15) unused sick days;

18.2.d for regular drivers with ten (10) or more years of consecutive full-time service as a regular driver who are not in the NYS Employee's Retirement System and who are receiving a cash payment in lieu of Health Insurance, they shall receive one (1) year's cash payment in the same amount as was paid their last working year for each full block of fifteen (15) unused sick days; and

18.2.e blocks of unused accumulated sick leave in denominations less than fifteen (15) full days shall not be prorated.

ARTICLE 19 **DISCIPLINE**

19.1 The District retains the right to discipline and/or dismiss employees for cause in accordance with NYS Civil Service Laws. Decisions on such discipline or dismissal are subject to the GRIEVANCE PROCEDURE in ARTICLE 12 of this Agreement.

ARTICLE 20 **SALARY**

- 20.1 For the 2004-2005 school year, the starting salary for new drivers shall be \$11,902 and each regular driver's salary shall be increased by 3.5%.
- 20.2 For the 2005-2006 school year, the starting salary for new drivers shall be \$12,319 and each regular driver's salary shall be increased by 3.5%.
- 20.3 For the 2006-2007 school year, the starting salary for new drivers shall be \$12,750 and each regular driver's salary shall be increased by 3.5%.
- 20.4 For the 2007-2008 school year, the starting salary for new drivers shall be \$13,260 and each regular driver's salary shall be increased by 4%.
- 20.5 Drivers who are appointed to a regular position during the second semester of a school year shall have their salary increased only to the starting salary for the next school year.
- 20.6 All current Drivers shall receive a two hundred (\$200) dollar one-time lump-sum payment as Ratification bonus in the following pay period after the one year contract has been approved by the school board.
- 20.7 Drivers shall receive the following one-time, non-accumulative, lump-sum payments as Service Awards upon completion of the following consecutive years of service as regular bus drivers in the District.

- 20.5.a \$207.00 after 5 consecutive years
- 20.5.b \$311.00 after 10 consecutive years
- 20.5.c \$518.00 after 15 consecutive years
- 20.5.d \$569.00 after 20 consecutive years
- 20.5.e \$725.00 after 25 consecutive years

ARTICLE 21
SPECIAL TRIPS

- 21.1 Each regular driver is expected to be available for driving approved special bus trips. If no regular drivers are voluntarily available for a special trip, drivers may be assigned such trips by the Superintendent based on the seniority roster.
- 21.2 Assignments to special bus trips shall be made according to a rotational system based on the seniority roster of all regular drivers except that:
 - 21.2.a a driver's regular route shall take preference over special trips unless determined otherwise by the Superintendent.
 - 21.2.b special trips for certain sports activities or educational trips may be assigned by the Superintendent to the District's certified staff who are classified as Occasional Drivers.
 - 21.2.c special trips for the transport of school supplies such as band instruments and skis may be assigned by the Superintendent to any approved drivers employed by the District; and
 - 21.2.d non-District groups who contract with the District for special trips shall have the right to select specific driver(s).
 - 21.2.e wherever reasonable the District shall attempt to schedule special trips to afford the regular drivers with the opportunity to take such trips.
- 21.3 The salary for special trips shall be:
 - 21.3.a \$13.52 per hour for 2004-2005,
 - 21.3.b \$13.99 per hour for 2005-2006, and
 - 21.3.c \$14.48 per hour for 2006-2007.

ARTICLE 22
WAITING TIME

- 22.1 Any regular driver whose daily assignment includes one (1) or more hours of on duty non-driving time between regular routes shall be paid the federal minimum wage for each of these waiting time hours in addition to the driver's regular salary.

ARTICLE 23
LICENSE RENEWALS

- 23.1 The District shall reimburse regular drivers fifty percent (50%) of the costs for them to renew the parts of their drivers' licenses, which are relevant to their regularly assigned responsibilities. Any regular driver who resigns from a regular bus driver position prior to three (3) years after being reimbursed for a license renewal shall pay back to the District before the effective date of the resignation an amount equal to 33.33% of the reimbursed amount of each year less than three (3).

ARTICLE 24
NEGOTIATIONS PROCEDURES

- 24.1 **NEGOTIATING TEAMS** – The Board, or its designated representatives, will meet with representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements.
- 24.2 **OPENING NEGOTIATIONS** – Either party may request to open negotiations for a successor agreement by notifying the other party in writing between January 15 and February 1 of the last year of this Agreement. If so requested the parties shall meet between February 2 and February 15 to exchange written proposals and to set up the dates and times for bargaining sessions which shall not exceed three (3) hours per session without the mutual consent of both parties.
- 24.3 **NEGOTIATIONS PROCEDURES** – Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters, and to exchange all available pertinent information. Meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
- 24.4 **CONSULTANTS** – The parties may call upon consultants to assist in preparing for negotiation, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

- 24.5 REACHING AGREEMENT – The entire proposed new Agreement as reached between the negotiating teams shall be committed to writing and provided to the Union, the Superintendent and the Board of Education before any of them shall consider it for formal approval. After approval by the Union, the Superintendent, and the Board of Education, the new Agreement will be executed and put into timely effect accordingly.
- 24.6 RESOLVING DIFFERENCES – Should represented parties reach an impasse as defined in the “Public Employees Fair Employment Act” such impasse shall be resolved according to the procedure established in Section 209 of said act.

ARTICLE 25
SAVINGS CLAUSE

- 25.1 If any provision of this Agreement or any application of the Agreement to any driver or groups of drivers shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.


ARTICLE 26
APPROVAL OF THE LEGISLATURE

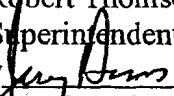
- 26.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.


ARTICLE 27
DURATION AND CHANGES

- 27.1 The provisions of this Agreement shall become effective July 1, 2007 and shall remain in full force and effect through June 30, 2008.
- 27.2 This Agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto, shall supersede the provisions herein.

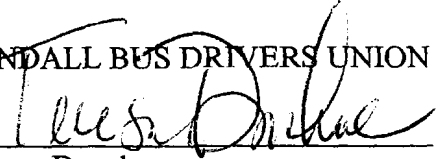
KENDALL CENTRAL SCHOOL

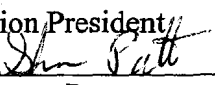
by 
Robert Thomson
Superintendent of Schools

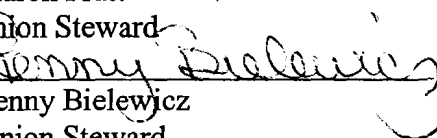
by 
Jerry Dennis
President, SEIU Local 200 United

by 
Will Wordlaw
Union Representative

KENDALL BUS DRIVERS UNION

by 
Teresa Donahue
Union President

by 
Sharon Pratt
Union Steward

by 
Penny Bielewicz
Union Steward



**KENDALL BUS DRIVERS UNION
 CONTRACT EXTENSION AGREEMENT
 WITH
 KENDALL CENTRAL SCHOOL DISTRICT
 April 27, 2007**

KENDALL CENTRAL SCHOOL DISTRICT and the SERVICE EMPLOYEES INTERNATIONAL UNION Local200United representing THE KENDALL BUS UNION, agree as follows:

1. In good faith, the above mentioned parties agree to extend the current contract with all its existing Articles, Sections and General Provisions in full force for a period not to exceed (1) one year.
2. *In good faith*, it is fully understood that during the said (1) one year time period, that it will be the intention and actual reality of each party to meet, discuss and bargain jointly in order that a new contract will be mutually agreed to and finalized by each party. As such, both parties agree to meet face to face no less than ten (10) times or until a new CBA is reached during the (1) one year time period.
3. *In good faith*, it is mutually agreed that all wages will be raised by 4% on the expiration date of the current contract extended herein.
4. *In good faith*, it is agreed the district will pay each member one time lump sum two hundred \$200 dollar as a ratification bonus in the first pay period after the school board has approved the extension agreement.
5. *In good faith*, it is agreed that any and all previous tentative agreements bargained to date will be honored and remain in full effect.

JERRY DENNIS
President

LIZ GOLEMBESKI
Executive Vice President

MICHAEL LONIGRO
Vice President

DAN VERSTREATE
Vice President

ROBERT CONNOLLY
Secretary-Treasurer

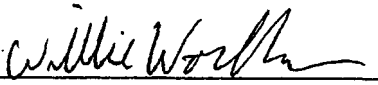
MARK DeSANTIS
Recording Secretary

JOHN WALKER
Sergeant-at-Arms

**SERVICE EMPLOYEES
 INTERNATIONAL UNION
 CTW,CLC**

SYRACUSE OFFICE
 1153 West Fayette Street
 Suite 302
 P.O. Box 1540
 Syracuse, NY 13201
 Phone: 315/424-1750
 Fax: 315/479-9030

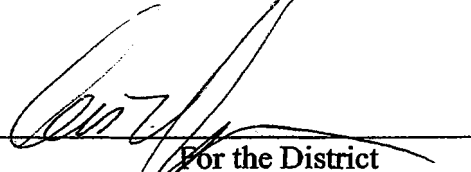
BUFFALO OFFICE
 2495 Kensington Avenue
 Buffalo, New York 14226
 Phone: 716/631-8940
 Fax: 716/631-3929



 For the Union

4/27/07

 Date Signed



 For the District

4/27/07

 Date Signed

Albany
 55 Grant Avenue
 Albany, NY 12206
 518/438-4206

Hudson Valley
 159 Green St., Suite 25
 Kingston, NY 12401
 845/340-8079

Rochester
 1150 University Avenue
 Bldg. 5, Door H
 Rochester, NY 14607
 585/464-8880





KENDALL CENTRAL SCHOOL DISTRICT
P.O. Box 777
Kendall, New York 14476-0777

July 12, 2007

Board of Education

Edward Gaesser
President
R. Randall Spurr
Vice President
Patrick Donahue
Christine Klafehn
Lucille Welch

Robert Thompson
**Interim
Superintendent**
(585) 659-2741
(585) 659-8903 FAX

Carol D'Agostino
**Principal
Jr. Sr. High School**
(585) 659-2706
(585) 659-8988 FAX

Jack Weather
Assistant Principal
(585) 659-2706
(585) 659-8988 FAX

Scott Wright
**Principal
Elementary School**
(585) 659-8317
(585) 659-8940 FAX

Bonnie Whitney
**Director
Pupil Personnel Services**
(585) 659-8906
(585) 659-8904 FAX

To: Barbara Siebert
From: Bob Thompson
Re: Adjustment in current contract with Bus Drivers' Union

Through an inadvertent oversight during the preparation of the 2007-08 contract between the Superintendent and the Kendall Bus Drivers Union, one wage category was not increased at the agreed rate of 4%, specifically Article 21, Sec. 21.3, the section dealing with the hourly pay rate for "Special Trips."

For the 2007-2008 school year, the hourly rate for Special Trips shall be \$15.06. In the contract, this should read Sec. 21.3d at \$15.06 per hour.

C: H. Harper
T. Donahue
S. Madison



**KENDALL BUS DRIVERS UNION
 CONTRACT EXTENSION AGREEMENT
 WITH
 KENDALL CENTRAL SCHOOL DISTRICT
 April 27, 2007**

*12.3
 approved
 by BOE
 5/8/07*

KENDALL CENTRAL SCHOOL DISTRICT and the SERVICE EMPLOYEES INTERNATIONAL UNION Local200United representing THE KENDALL BUS UNION, agree as follows:

JERRY DENNIS
 President

LIZ COLEMBESKI
 Executive Vice President

MICHAEL LONIGRO
 Vice President

DAN VERSTREATE
 Vice President

ROBERT CONNOLLY
 Secretary-Treasurer

MARK DeSANTIS
 Recording Secretary

JOHN WALKER
 Sergeant-at-Arms

1. In good faith, the above mentioned parties agree to extend the current contract with all its existing Articles, Sections and General Provisions in full force for a period not to exceed (1) one year.
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4. *In good faith*, it is agreed the district will pay each member one time lump sum two hundred \$200 dollar as a ratification bonus in the first pay period after the school board has approved the extension agreement.
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 INTERNATIONAL UNION
 CTW,CLC**

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 Buffalo, New York 14226
 Phone: 716/631-8940
 Fax: 716/631-3929

Willie Worth

 For the Union

[Signature]

 For the District

4/27/07

 Date Signed

4/27/07

 Date Signed

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