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BUS | 4668

AGREEMENT

Between

**THE
BYRON-BERGEN CENTRAL SCHOOL
DISTRICT**

and

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

July 1, 2013 to June 30, 2017

April 25, 2013

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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.

ARTICLE 1 **Management Rights**

Section A: Specific Rights

The employer retains the sole 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 service 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 building, 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 supply its services shall be performed by employees covered by this Agreement to maintain order and efficiency in all its departments and operations.

Section B: General

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights to which belong to and are inherent to the Employer. Any and all rights, power, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 2
Smoking and/or Tobacco use

Section A:

Smoking and/or tobacco products will be prohibited in all school buildings, school vehicles and on all school grounds effective December 26, 1994. The District realizes the impact of the state and federal law on those who smoke. In order to administer this policy, rules regarding disciplinary action must be issued. Violations of this policy will be addressed as follows:

1. First Violation – Verbal warning. Request that employee attend a program designed to help people stop smoking. Mileage will be paid to and from these programs.
2. Second Violation – Formal reprimand filed in employee's personnel file. Employee required to furnish proof of attendance at a program designed to help people stop smoking, or evidence of a prescription taken for the nicotine patch or some equivalent program.
3. Third Violation – One to three days loss of pay.
4. Additional Subsequent Violations - \$1000.00 fine for each violation of the Smoking Policy thereafter.

ARTICLE 3
Recognition and No Strike

Section A

Pursuant to the New York State Public Employees Fair Employment Act, the Byron-Bergen Bus Drivers' Association is the exclusive negotiating representative of all regular Contract Drivers, 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

The Association agrees to indemnify and save the Board of Education and Superintendent harmless against any and all claims, demands, suits and other forms of liability that might arise out of or by reason of any action taken or not taken in respect to the deduction of dues and agency fees.

ARTICLE 4 **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 *griever's* representative from the bargaining unit and any party named in a grievance who is not the aggrieved party.
6. Working Day – A working day is any day the school's business office is open.

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. 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/her 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 maintain a good working relationship each party agrees grievances are to 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 present a written grievance to his/her supervisor with the objective of resolving the matter through discussion with his/her supervisor 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 working (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/her decision in accordance with the rules of the American Arbitration Association.

The arbitrator's decision will be in writing and will set forth his/her 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 arbitrator's award will be advisory only, unless each party notifies the other party within five working days that the award is acceptable, in which case the arbitrator's award will be deemed final. If either party finds the award to be unacceptable the award will be reviewed in accordance with Stage 5.
- 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 5 **Definitions**

1. Driver Classifications:

- a. Contract Drivers - are drivers who have been assigned a contractual route.
- b. All Hourly Drivers are the responsibility of Transportation Supervisor and **NOT** part of any contractual agreement for the Contract Drivers.

2. Duty Types:

- a. Contractual Routes – minimum of 5 hours per day and responsible for regular Jr./Sr. High/Elementary school AM and PM routes. This also includes one (1) Jr./Sr. High and , one (1) BOCES route consisting of two (2) AM, one (1) mid-day and one (1) PM.

- b. The District will only issue one (1) contract per daily route.
- c. Assignment – is same duty required for more than one (1) day within same work week Monday through Friday (ex. football; swimming; mid-days).
- d. Mid-days – are non-contractual route assignments created that depart from base.
- e. The Transportation Supervisor is responsible for assigning assignments in an efficiently and cost effective manner.
- f. The driver has the option to change acceptance of an assignment based on an alteration with discussion with approval of the Transportation Supervisor.
- g. Extra Duty – is duty that does not fit within the parameters of Contractual, Hourly and Assignment Duty types. Except for time segment of 8:45 AM to 2:15 PM Contract Drivers would be eligible for this duty.

3. Duty Selection:

- a. Contractual Routes – selected by seniority of the Contract Drivers when contractual routes become available until all routes are assigned.
 - 1. In cooperation with Transportation Supervisor and Bus Drivers Association when deemed necessary all routes could follow a re-selection process, there must be majority agreement of Bus Driver Association.
 - 2. When contractual routes are required to be downsized or upsized, it would be done in a cooperative manner with representation of associated parties (ie. Association, Transportation Supervisor).
 - 3. As a route becomes available during the school year it will be posted for bid. Each Contract Driver will have the option to bid on the available route or routes. The senior Contract Driver requesting the route affected will be assigned. This process will continue until all affected routes are filled.
- b. Assignments - select by top seniority of the Contract Drivers for each assignment, and can only have one (1) Assignment for same time period.
- c. If driver of assignment is unable to perform duty for a single day, the assignment will be assigned by seniority.
- d. Extra Duty – is available to drivers when it **DOES NOT** conflict with assigned duty, and starts with Contract Drivers by top seniority on a continuous rotating wheel process. (ie Field trips, etc)

ARTICLE 6
Seniority and Absence from Work

1. Seniority is continuous service with the District, beginning with the first day on the payroll as a Contract Driver. It includes all time on the payroll, but does not include unpaid leaves of absence, during the period of continuous service.
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 recommended by the transportation supervisor and approved by the Board of Education.
3. In the event of a reduction of staff, it will be made in reverse order of seniority. Drivers will be recalled in order of seniority. Any Contract Driver who is laid off because of a reduction of staff, will be placed at the top of the Hourly Drivers list. The Contract Driver will be placed on a contractual driver availability list based on seniority and recalled to contractual status based on seniority.
4. The probationary period will begin when a driver is awarded an assigned contractual route run. The probationary period for unit employees shall be twenty-six (26) consecutive weeks of work on the job. 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. An employee's continuous service and his/her seniority rights shall be terminated by the following:
 - a. Discharge
 - b. Retirement
 - c. Resignation
6. Employees are required whenever possible to give advanced notice with reason of absence. Failure to report to work without notifying an immediate supervisor could be deemed reason for suspension without pay and/or resignation. The resignation will be effective the first date of said occurrence. Incident upon request may be reviewed cooperatively with respect to all parties (ie. Driver, Transportation Supervisor and Association Rep).
7. Reasons for Resignations:
 - a. Failure to report for duty on advance scheduled absence and agreed return time.
 - b. Multiple failures to report for duty.
 - c. All failure to report for duty requires completed absentee report.
8. Employees on approved leaves of absence without pay 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 7

Leaves

Section A **Sick Leave**

1. After three (3) consecutive days of absence, the District retains the right to request a doctor's certificate stating the type of illness which 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 (up to a total of 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 250 days.
4. All Association members are entitled to the Family Medical Leave Act (FMLA) benefits as outlined in District Policy 6551 and Policy 6552.
5. Employees will be required to complete and return FMLA leave documentation from the employer including appropriate medical certification under the FMLA.
6. Upon exhaustion of all paid and unpaid days of leave, an employee may petition the Board of Education for additional sick days. A cap of additional days is limited to a maximum of 30 days during the length of employment, and requires payback of days borrowed at two (2) days per year.
7. Leave of absence may be given a Contract Driver without pay for a agreed request. Request must be from a Contract Driver who has worked for the District one (1) year or more, with approval of the Transportation Supervisor, providing a qualified replacement may be found.

Section B **Emergency Leave**

Up to five (5) days of emergency leave per incident, non-cumulative, are available for Contract Drivers 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 Transportation Supervisor and/or Superintendent for additional days. Such days must be deducted from accumulated sick days.

2. Family Illness
Reference the FMLA policy for the District.
3. Definition of Immediate Family
Immediate family shall be defined as father, mother, step-father, step-mother, current spouse, brother, sister, step-children, current father-in-law, current mother-in-law, grandparents, grandchild, and, at the discretion of Superintendent or designee, other persons with whom the Association member has developed an immediate family-like relationship due to current or past relationships.

Section C
Personal Leave

1. Contract Drivers shall receive three (3) days annually. These days are non-accumulative and unused personal leave days will be added to the unit member's sick leave accumulation at the end of each school year.
2. Personal leave is defined as that leave granted to conduct personal business that with the cooperation of Transportation Supervisor and employee will be granted, providing a qualified person is available, and determined by first come/first serve process.
3. Personal leave request forms should be submitted as early as possible prior to so that Transportation Supervisor has time to meet the request and demands of Transportation Department.

ARTICLE 8
Jury Duty

Jury Duty Any Contract Driver called for jury duty and/or required to serve on a jury, or to be a witness under a subpoena (except for a legal proceeding involving the Contract Driver or an arbitration under this agreement) shall be allowed his/her full pay as an employee of the District for a total of up to ten (10) school days per year and reviewed by District when excess of ten (10) days on a per individual basis.

No deduction from pay or benefits will be made as a result of a Contract Driver being absent for jury duty.

ARTICLE 9
Medical Insurance

1. Any eligible Contract Driver employed before July 1, 1996, will contribute **14% 2013/14, 16% 2014/15, 18% 2015/16 and 20% 2016/17** of the applicable premiums for medical, prescription and/or dental insurance they participate in which is provided by the District.

2. Any eligible Contract Driver employed after July 1, 1996, will contribute **21.25% 2013/14, 22.5% 2014/15, 23.75% 2015/16 and 25% 2016/17** of the applicable premiums for medical, prescription and/or dental insurance they participate in which is provided by the District.
3. The District will provide each eligible Contract Driver with the Genesee Area Health Plan (GAHP) – D2 health insurance plan to include medical, prescription and dental coverages.
4. The District will annually contribute \$1450.00 to a Health Reimbursement Account (105h plan) for eligible Contract Driver enrolled in the GAHP-D2 Family plan. The District will annually contribute \$750.00 to a Health Reimbursement Account (105h plan) for eligible Contract Driver enrolled in the GAHP-D2 Single plan.
5. Eligible Contract Drivers may opt for the GAHP (PPO) Indemnity Plan but will pay the total premium difference between the two plans plus the applicable contribution percentage for the GAHP-D2 as outline above in Article 9 #2.
6. An Association member has the option to change their health care plan during open enrollment period.
7. There shall be provided a buyout option of \$1,000 per year for Contract Drivers who choose not to take the District health insurance plan and provide proof they are enrolled in a non-school sponsored health insurance program. This buyout shall be paid in equal \$500 amounts in the last paycheck of December and last paycheck in June. In a case where the District employs a Contract Driver and spouse, the Contract Driver or spouse may enroll in the District's health care program; however, the Contract Driver is not eligible for the buyout if the spouse enrolls in the health care program. Contract Drivers are to be permitted to re-enroll upon change in circumstances whereby they are no longer covered under other insurance or where such coverage has been discontinued, but will be required to forfeit or repay a prorated amount of the buyout. Contract Drivers may also change their election during an open enrollment period.

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's 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 Driver with the District, the following benefit will be made available.

For every accumulated sick day the Contract Driver 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). This money can be taken in any one (1) of the following ways.

1. District health insurance payments for the Contract Driver (single or family plan) until the fund has been exhausted.
2. **This option follows all and any tax requirements prior to disbursements.** Three (3) annual payments made in equal amounts each of the first three (3) years following retirement. One payment per year.

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

Contract Bus Driver Wages – Step System:

Step 1: 1st year driver

	2013 - 14	2014-15	2015-16	2016-17
Annualized salary	\$19,114.79	\$19,688.24	\$20,278.88	\$20,887.25
Hourly rate	\$21.24	\$21.88	\$22.53	\$23.21
Percentage increase	3.00%	3.00%	3.00%	3.00%

Step 2: Driver beginning their 2nd year and ending their 6th year

Annualized salary	\$22,710.65	\$23,391.96	\$24,093.72	\$24,816.54
Hourly rate	\$25.23	\$25.99	\$26.77	\$27.51
Percentage increase	3.00%	3.00%	3.00%	3.00%

Step 3: Driver beginning their 7th year and ending their 11th year

Annualized salary	\$23,183.78	\$23,879.29	\$24,595.67	\$25,333.54
Hourly rate	\$25.76	\$26.53	\$27.33	\$28.15
Percentage increase	3.00%	3.00%	3.00%	3.00%

Step 4: Driver beginning their 12th year or more

Annualized salary	\$23,814.63	\$24,529.07	\$25,264.94	\$26,022.89
Hourly rate	\$26.46	\$27.25	\$28.07	\$28.91
Percentage increase	3.00%	3.00%	3.00%	3.00%

2. Longevity
Effective July 1, 2000, each Contract Bus Driver who has completed 10 years of service in the department will receive an annual longevity stipend of the amount indicated on the chart below payable in a separate paycheck.

<u>Years of service</u>	10	\$	300.00
	15	\$	350.00
	20	\$	400.00
	25	\$	450.00
	25+	\$	500.00

3. Anniversary Date
- a. All employees anniversary date is defined as the date an employee is hired.
 - b. Advancements (ex. Wage Steps, Seniority) for Contract Drivers will begin at the time driver is assigned a contractual route by the District.
4. Extra Duty in transportation shall be equal to the hourly Extra Duty pay. Not to include secretarial or custodial work.
5. Additional driver training with prior authorization will be the same pay as Extra Duty pay.
6. A driver who works more than forty (40) hours excluding paid leave time off during the week will be paid overtime.
7. Vehicle and Traffic Law §19-A Mandated Training performed by unit members will be paid at the driver's contractual hourly rate.

Section B

Assignment and Extra Duty Pay

1. Rate of Pay = \$ 14.00 or equal to Hourly Rate if higher.
2. Reasonable notice for extra duty will be notice given on the day or more prior to the duty date.
3. Given reasonable notice, if a driver must refuse extra duty, the driver must wait for his/her next turn on the wheel before being offered another extra duty.
4. Given reasonable notice, the driver will in turn give a response to the Transportation Supervisor as soon as possible so that the next driver in line can receive reasonable notice. Failure to notify the Transportation Supervisor within the reasonable time limit will be treated as a refusal.
5. If a driver is asked for extra duty on the same day as the extra duty occurs, whether he/she accepts or refuses it, he/she will remain on the wheel for the next unassigned extra duty.

6. Drivers must stay with the bus or attend the event. If a driver must be away from the bus or event the driver will provide the lead advisor his/her contact information. A driver may leave the event only with the approval of the Transportation Supervisor.
7. The hourly rate, stated in A above, will be paid during the period from 9:00 AM to 2:00 PM and after 4:30 PM on school days, days off when trips are scheduled and weekends for all extra duty. Overnight trips will be paid the hourly rate stated in A above for all on duty time which will include driving and stand-by time. No overtime will be given on Saturday, Sunday, or holidays.
8. Meal Reimbursement Flat Rates :
 - a. Duty between the hours of 11:30 AM and 1:00 PM pay rate = \$5.00
 - b. Duty between the hours of 4:30 PM and 7:00 PM pay rate = \$10.00
 - c. No receipts required and reimbursement will be reported on employee's W2
 - d. There will be a check box on the Extra Duty Form and is the responsibility of the employee to fill out.
9. Bus drivers will be paid for up to thirty (30) minutes of time spent preparing and cleaning the bus for extra duty, excluding the contract work shift of 6.30-9:00 AM and 2:00-4:30 PM.
10. If an extra duty time has change without proper notice to the driver a one (1) hour time will be granted to driver.
11. Extra duty requiring a group or team drop-off and stand by for a call to return to pick up shall be paid a minimum of five (5) hours.
12. If extra duty, once assigned, is cancelled the drivers assigned will be placed at top of list by seniority for next unassigned extra duty prior to resuming the wheel rotation process.

Any deviation from any of these points can be agreed upon on a case by case basis between the Transportation Supervisor and the Association Officers and is not to be deemed as past practice or precedent setting for future issues.

Section C

General

1. All Drivers will daily pre and post trips their assigned bus, 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

2. Special Trips

- a. The District may assign non-Association members special duty trips:
1. Small groups contract a commercial bus line
 2. State athletic events, senior events, whale watch trips or similar programs.

3. 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 Contract Drivers are offered the option to clean it (by seniority). The rates for summer cleaning are:

Rate per fleet vehicle	Van/Car	\$	65.00
	Mini Bus	\$	95.00
	Regular Bus	\$	140.00

- b. Summer Duty – A sign-up list for Summer Duty will be established and follow same process as Assignments and Extra Duty as determined by the Transportation Supervisor.

4. 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.)

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 an 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 April 11, 2013.

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

C Kosiorek

For The District
Casey Kosiorek
Superintendent of Schools

Dated: 4/25/13

Joe MacConnell

For The Association
Joe MacConnell
President

Dated: 4/25/2013