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Lyons Central School District And
Lyons Transportation Staff Assn

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AGREEMENT

BETWEEN

THE CHIEF EXECUTIVE OFFICER FOR

THE BOARD OF EDUCATION

LYONS CENTRAL SCHOOL DISTRICT NO. 1

AND

THE LYONS TRANSPORTATION STAFF ASSOCIATION

EFFECTIVE JULY 1, 2001 THRU JUNE 30, 2004

Under provision of the "Public Employees Fair Employment Act"

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RELATIONS BOARD

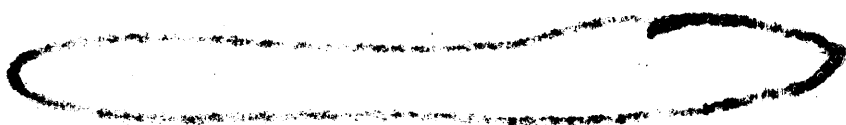


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I. PREAMBLE

A. Duration

This agreement is made the day of , 2001 by and between the LYONS CENTRAL SCHOOL DISTRICT 1, by its Chief Executive Officer, County of Wayne, State of New York, hereinafter designated the "District" and the LYONS TRANSPORTATION STAFF ASSOCIATION, hereinafter designated the "Association".

In order to effectuate the provision of Article 14 of the Civil Service Law, (The Public Employees Fair Employment Act), the District recognizes the LYONS TRANSPORTATION STAFF ASSOCIATION as the representative of the District bus drivers. The Association pledges that it does not assert the right to strike, to assist or participate in a strike, or impose the obligation to conduct, assist, or participate in a strike, pursuant of SECTION 207 (3) (b) of the Public Employees Fair Employment Act.

The Association recognizes that under the laws of the State of New York and the Commissioner of Education's Rules and Regulations, the District and its Board of Education is legally responsible for the conduct of the educational program and the operations of the Lyons Public Schools. Further that the District shall retain the right to adopt rules for the efficient operations of the schools and the conduct of its employees, provided that such rules do not conflict with the provisions of the agreement; AND, in the event that any of the terms of this agreement are contrary to any provisions of Federal, State or Local statutes or ordinances, of the Rules and Regulations of the Commissioner of Education, THEN, such provision of said statutes, ordinances, rules or regulations shall prevail.

Agreements having been reached on the negotiated items, they are herein reproduced in writing, and signed by both parties. Negotiations will not be reopened for the life of this agreement.

B. 204-a AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

"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.

2. Every employee organization submitting such written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section."

This agreement is effective upon the date of signing, and shall remain in effect until negotiations have been completed on a successor agreement, or June 30, 2004, whichever is later.

Negotiations for the successor agreement shall be opened February 1, prior to expiration of this contract and be completed within the times prescribed by the PERB RULES OF PROCEDURE.

4. If any individual arrangements, agreements or contracts contain any language inconsistent with this Agreement, this Agreement shall be controlling.

C. AGREEMENTS

DEFINITIONS

1. The term driver as used in this agreement shall refer to all assigned bus drivers of the Lyons Central School District #1, and represented exclusively by the Lyons Bus Drivers Association.
2. The term district as used in this agreement shall mean the Lyons Central School District #1, Town of Lyons Et Al, Counties of Wayne, Seneca, and Ontario, State of New York.
3. The term Association as used in this agreement shall mean Lyons Transportation Staff Association.
4. The term Sick Day as used in this agreement shall mean a day on which a driver is unable to perform his regularly assigned duties because of ill health.
5. A full time regular driver is one who is assigned to two or more regular trips per day.
6. A part-time regular driver is one who is assigned to one regular trip per day.
7. Extra Driver - An extra driver is one who is not committed to any regular trips but who is available as needed.

II. ASSIGNMENTS

A. BUS DRIVER SENIORITY

1. For purposes of assignment, regular run drivers will be assigned on the basis of seniority.
 - a. When runs become available for assignment and in the event more than one run is available at the same time, senior regular run drivers will be given the option of selecting the run they prefer, provided it does not interfere with management's prerogatives or objectives.
 - b. When a driver accepts a run, he is committed to that run until such time as he no longer can make the run or until such time that the run may be abolished by the Lyons Central School District. Temporary illness or accident to a driver will not be considered as an abolishment or termination of ability to make a run.

- c. Once the school year has begun and all runs are assigned, should the school district need to abolish a run, senior drivers will not have a right to bump a less senior driver because the senior driver's run was abolished.
2. Athletic runs and late runs will be assigned to regular drivers on the regular run seniority list on a voluntary basis. Advance notice of a cancellation of an athletic run or late run will be given whenever possible.
3. The Head Bus Driver will assign themselves one run of their choice each year, preferably a short run after 8:00 A.M. and before 2:00 P.M. which will not be considered as a regular run for the purposes of this agreement.
4. Field trip drivers will be assigned trips in order from a field trip list based on seniority on a rotating basis. If you rotate to a trip that you are unable to make, you will be skipped for that rotation. Field trips will be posted for a one week span at a time. If changes, additions, or deletions come in throughout the week, they will be assigned to the next driver in the rotation. This will occur regardless of the date of the trip.
5. If a lay-off occurs, seniority shall prevail and the least senior member of the bus drivers shall be laid off first.
6. No driver may drive on a regular basis more than (5) runs in one day.
A run and a trip may not be the same. Therefore, a driver may have more than five (5) trips on a regular basis.
7. The start date for seniority will be determined by the date and time the driver passes the CDL-B or CDL-C Test. In the event a driver is hired and already has a CDL-B or DCL-C License the start date will be considered the date and time of their first run regardless of the class of the vehicle.

B. SALARY

The salary schedules for all district BUS DRIVERS shall be as follows for the 2001-2002, 2002-2003 and for the 2003-2004 School Years:

Regular Trips	Rates per Trip 2001-02	Rates Per Trip 2002-03	Rates Per Trip 2003-04
Continuous Years of Service in the District			
1	\$17.00	\$17.40	\$17.80
2	17.35	17.75	18.15
3	17.60	18.00	18.40
4	17.70	18.10	18.50
5	17.85	18.25	18.65
6	17.95	18.35	18.75
7	18.05	18.45	18.85
10	18.25	18.65	19.05
15	18.50	18.90	19.30
20	18.75	19.15	19.55
25	18.90	19.30	19.70
30	19.05	19.45	19.85

C. MOVEMENT ON THE SALARY SCHEDULE

1. All substitutes will be compensated at the Step 1 trip rate no matter years of experience.
2. a. A substitute bus driver hired as a regular bus driver before January 31st will be placed on Step 2 the next July and Step 3 the following July, etc.
b. A substitute bus driver hired as a regular bus driver after January 31st will remain on Step 1 in July and move to Step 2 the following July.
3. A driver must have a class B (CDL-B) license to move up the salary schedule. A driver without a Class B (CDL-B) license will remain on Step 1 until receiving the Class B (CDL-B) license and then move on the Salary Schedule as outlined in Item #2 above.

4. All regular and part-time drivers will advance to the next step on the salary schedule once per year on July 1st except as outlined above.
5. When a substitute driver is needed for a regular driver that is unable to do their run, the seniority list of regular and substitute drivers will be used. The run given to the first available driver. In the event of an emergency or last minute absence management has the prerogative of getting any available driver.

D. MECHANIC ASSISTANT RUN ASSIGNMENT

Effective September, 1998 the district may assign up to two runs to the mechanic assistant even though this assistant may not be a member of the Transportation Staff Association. The assignment of these runs should not diminish the number of runs already being performed by members of the Transportation Staff Association.

III. OTHER REMUNERATIONS

A. MEETINGS

Each driver will be paid \$16.00 per scheduled meeting, to a maximum of \$48.00 total per year for attendance at scheduled meetings in compliance with State of District Regulations governing school bus transportation. This does not preclude the scheduling of additional meetings for which driver attendance may be required. The meetings will last no longer than two and one-half (2 ½) hours.

B. COURT APPEARANCE REIMBURSEMENT

A Driver will be paid a maximum of Fifteen Dollars (\$15.00) per incident when called as a witness to assist in the prosecution of an offender who is being tried for a violation of traffic law(s) involving a Lyons Central School District Bus.

C. JURY DUTY

The school district will pay any employee serving on Jury Duty the difference between the jury duty pay and driver's normal daily rate.

D. NEW DRIVER REMUNERATION

New drivers will be paid \$50.00 (fifty dollars) upon the completion of the 20 hours mandated safety course for new bus drivers.

E. CDL LICENSE

The District will pay the difference between the cost of a CDL License and a regular driver's license. The driver will pay the total cost of the CDL License and submit a claim form for the difference to the Business Office.

F. PAID EMERGENCY DAYS

Drivers will be paid up to three (3) days per year at their normal daily rate for days missed due to the emergency closing of school due to weather, fire, etc.

G. PAID HOLIDAYS

Drivers are granted pay for four (4) holidays per school year, at their normal daily rate (does not include athletic runs or field trips). The holiday periods during which pay is to be paid is to be determined by drivers and is to be the same periods for all drivers once agreed upon.

H. SUNDAY DRIVING

Driver will be paid one and one-half (1.5) times the normal hourly field trip rate when driving on a Sunday.

IV. TRIPS

A. INCREMENT PAY FOR LONGER TRIPS

30 Minutes or less - 1/2 trip rate
31 Minutes - 1 hour 30 minutes - 1 trip rate
1 hour 31 minutes - 2 hours - 1 1/2 trip rate
2 hours 1 minutes - 2 hours 30 minutes - 2 trip rate
2 hours 31 minutes - 3 hours - 2 1/2 trip rate

These runs will be mutually agreed upon by both the Lyons Bus Drivers' Association and the District.

B. FIELD TRIPS

- A. Rate: \$10.00 per hour for the 2001-2002 School Year, \$10.25 for the 2002-2003 School Year and \$10.50 for the 2003-2004 School Year.
- B. A driver making a field trip run will receive an additional fifteen (15) minutes pay (total), field trip rate, per field trip, for pre-check, and clean-up of the vehicle making the field trip.
- C. A minimum of two (2) hours pay will be paid for a field trip lasting less than two (2) hours in duration.
- D. Drivers making a field trip which conflicts with regular A.M. or P.M. run, shall be compensated for his regular run and the field trip rate will begin from the time their normal run would have ended. Should the conflict occur before their normal run drivers shall be compensated for their regular run in lieu of one-half hour of field trip rate.

C. FIELD TRIPS AFTER AN EXTENDED RUN

Any driver on extended time runs (over 1 1/2 hours) may take field trips in the afternoon under the following conditions:

- 1. There are ample subs available who are qualified to cover the run and the driver will take a regular run even though there is a pay difference.
- 2. The driver will be compensated for not more than 1 trip at regular rate and the field trip time starts at 3:30 P.M.

D. SUMMER WORK

- 1. All runs will be assigned by seniority.
- 2. A driver signing up for summer work is expected to work the entire time period indicated.
Failure to complete the entire time period may result in the driver losing seniority for the next summer.
- 3. A driver could elect to use accumulated sick time rather than take a deduct if sick.

E. OTHERS RUNS

1. BOCES – regular trip rate.

F. SHOW UP TIME

1. Regular Run:

Drivers will be compensated at one (1) hour field trip rate for arriving to drive a regular run, when school is in session, which has been cancelled, PROVIDED, that the driver has not been notified at least one hour prior to the scheduled departure time.

2. Field Trip:

Drivers will be compensated at their regular rate per trip (one trip) for arriving to drive a field trip which has been cancelled, PROVIDED, that the driver has not been notified at least one hour prior to the scheduled departure time.

G. PRERUN BUS CHECK

Drivers will be expected to report ten (10) minutes before each run to check the bus before embarking on the scheduled run. Also, it is necessary for drivers to report to the work place ten minutes prior to the departure time of the bus run. This will ensure that the person is present and will allow some time for a replacement to be found if necessary. In addition, it should be understood that all employees will report to the bus garage to depart. There should be no more picking personnel up at the high school parking lot, at home or at the corner, etc. All driver will report to the bus garage.

Should employees fail to abide by this Prerun Bus Check the following consequences will occur:

1. Employee will receive a verbal warning.
2. Employee will receive a written warning.
3. Employee will have a written warning placed in their folder.
4. Employee will be fined one run.
5. Employee will be suspended for up to five days.
6. Employee will be terminated

H. BREAKDOWN

In case of breakdown for reasons beyond the driver's control, causing bus to be late, the driver shall be compensated at the current field trip rate for full time spent once it exceeds one-half (1/2) hour late.

I. OVERNIGHT TRIPS

The district will pay all reasonable driver's expenses including room, board and tolls for all overnight field trips. Drivers will also be paid eight hours at the agreed upon field trip rate for driving. Should the field trip include driving on a Sunday, the driver will be paid eight hours at one and one-half (1.5) time the normal hourly field trip rate.

J. TOLLS

The District agrees to reimburse drivers for Thruway and Bridge Tolls paid for by the driver provided such route was approved in advance.

K. DRUG TESTING

All drivers will be required to follow the Lyons Central School District's Drug Testing Policy and Procedures. Failure to comply with these regulations can result in immediate suspension without pay of the violating driver.

V. LEAVE DAYS

A. PERSONAL/BUSINESS LEAVE

Up to two (2) days per year of personal leave will be granted to each driver without a specific statement of reason but a general reason should be given. Whenever and to the extent possible, twenty-four (24) hours' notice will be given to the Director of Transportation on the agreed-upon form. In the event that twenty-four (24) hours' notice is not possible, the form will be completed upon return to work. No more than five percent (5%) of the driving staff may utilize personal business leave on any one (1) school day, and it is understood that the primary purpose of the personal leave program is to permit paid absence from the District for non-recreational and non-social purposes. Use of such days for personal vacation or family travel, extending vacation or holiday is prohibited. Should a driver need to use a personal business leave day before a long weekend or recess period, the driver should give the Director of Transportation a general reason. Unused personal leave days shall be accumulated into the employee's unused sick leave total.

B. SICK LEAVE

Twelve Sick Days per year accumulative to one hundred eighty-five days based on regular A.M. or P.M. runs. Remuneration for a sick leave day shall depend on the number of regular daily runs scheduled for a regular run driver for the school year. At least one hour prior notification shall be given to the school administration when a driver is unable to make a run. The School Administration shall have the right to require a doctor's certification of illness.

Illness in the Household

Paid absence, not to exceed 3 days per year, may be utilized for illness or accidents within the regular bus driver's household, that reasonably requires the attendance of the driver. These days are not accumulative and are to be charged against the accumulated sick leave of the driver.

The administration may require a physician's certification of the reason for absence justifying the payment of salary during the absence.

C. BEREAVEMENT LEAVE

A maximum of three (3) days up to and including the day of the funeral, will be available with pay for death in the immediate family. Immediate family for purposes of bereavement is defined as parents, spouse, children, mother-in-law, father-in-law, brother or sister, or a relative residing within the driver's household.

D. LEAVE OF ABSENCE

Subject to the Board's approval, a one month, unpaid leave of absence may be granted to a driver. No more than 5% of the regularly assigned drivers may be on such leave at the same time. Specific reasons for the leave must be stated when application is made for the leave.

VI. INSURANCE

A. HEALTH INSURANCE PAYMENTS

During the 2001-2002, 2002-2003 and 2003-2004 school years, the Board of Education will pay the same percentage or same dollar amount as determined by the Lyons Teachers' Association and the Lyons School District Contract toward the cost of a single and family plan for all drivers as Outlined by Board Policy 6510. Additionally, School Bus Drivers are entitled to participate in the District's Retirement Health Insurance Program as per Board Policy 6510.

B. HEALTH INSURANCE AT RETIREMENT

All unit members with a minimum of twenty (20) years of service to the Lyons Central School District who retire from the school and who are otherwise eligible for retirement from the New York State Employees' Retirement System, may elect to continue in the school health insurance plan on the basis that is in effect at the time of their retirement.

Unit members who are eligible for retirement from the New York State Employees' Retirement System with less than twenty (20) years employment in the Lyons Central School District may elect to continue in the school health plan at retirement by paying the total cost of the premium.

At the death of a retiree, the spouse may elect to continue in the school health plan by paying the total cost of the insurance premium.

C. DENTAL PLAN

All regularly Board appointed Bus Drivers assigned regular runs shall be entitled to coverage in the District's Dental Plan. The District will contribute \$200 per year per Bus Driver toward the total cost of a family plan and \$125 per year per driver toward the total cost of a single plan. The remaining cost will be the responsibility of the participating bus driver. Effective July 1, 1994 the district will pay 50% of any increase in dental insurance premiums and the employee will be responsible for the remaining 50% increase.

This will be pro-rated as shown in the table below:

Family Plan

One trip - $1/7$ of \$200 + 50% of increase per Year = Board of Education Share
Two Trips - $2/7$ of \$200 + 50% of increase per Year = Board of Education Share
Three Trips - $3/7$ of \$200 + 50% of increase per Year = Board of Education Share
Four Trips - $4/7$ of \$200 + 50% of increase per Year = Board of Education Share
Five Trips - $5/7$ of \$200 + 50% of increase per Year = Board of Education Share
Six Trips - $6/7$ of \$200 + 50% of increase per year = Board of Education Share
Seven Trips - Full \$200 + 50% of increase = Board of Education Share

Single Plan

One trip - $1/7$ of \$125 + 50% of increase per Year = Board of Education Share
Two Trips - $2/7$ of \$125 + 50% of increase per Year = Board of Education Share
Three Trips - $3/7$ of \$125 + 50% of increase per Year = Board of Education Share
Four Trips - $4/7$ of \$125 + 50% of increase per Year = Board of Education Share
Five Trips - $5/7$ of \$125 + 50% of increase per Year = Board of Education Share
Six Trips - $6/7$ of \$125 + 50% of increase per year = Board of Education Share
Seven Trips - Full \$125 + 50% of increase - Board of Education Share

VII. MISC. PROVISIONS

A. RETIREMENT

All bus drivers are eligible to participate in the New York State Employees' Retirement System as established by the Lyons Central School District Board of Education. This will include participation in the optional coverage of unused sick leave as stated below:

Application of unused sick leave as additional service credit upon retirement (Section 41-j): This applies if the earning and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy and where cash payment is not made to the member. Allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

B. RETIREMENT OF BUS DRIVER

Effective July 1, 1992 a retiring, fully qualified bus driver, will have the option of rejoining the bus drivers on a substitute status. They will, of course, have the opportunity of working up the seniority list to become a regular driver but must start at the beginning again. Exception to this procedure will be the retirement of the Head Bus Driver, providing they were hired from within the ranks of the Lyons Bus Drivers, in which case, they will retain their seniority as accrued as a bus driver before becoming the Head Bus Driver.

C. FEDERAL TESTING

The District will pay testing fees necessary to comply with new federal regulations for drivers currently employed. The District will also reimburse future drivers testing fees necessary to comply with new federal regulations after they have been actively employed by the Lyons Central School District as a bus driver for a period of (6) six months.

D. FILES

No derogatory information shall be placed in driver's file without the driver's knowledge. Bus Drivers can examine their personnel folder upon request and by scheduling an appointment time with the Business Office for review.

E. EMERGENCIES

Drivers will be given a list of three persons to call in case of emergency.

F. RULES AND REGULATIONS

A committee made up of two drivers, a union representative and the Head Bus Driver will be formed to develop Rules and Regulations for Bus Drivers, subject to final approval by the Board of Education.

VIII. BUS MONITORS

A. SALARY

At this time Bus Monitors do not enjoy all the benefits extended to bus drivers. Monitors are eligible for benefits when they work six (6) or more hours per day on a regular assigned basis.

This could occur in combination with another position held in the district. They are considered hourly employees and listed below is their hourly rate.

Step	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>
1	\$9.00	\$9.25	\$9.50
2	9.25	9.50	9.75
4	9.50	9.75	10.00
5	9.75	10.00	10.25

All bus monitors will be compensated the same no matter what the run.

B. MONITOR SICK LEAVE

After two full years of employment each monitor shall receive one day of paid sick leave for each one hour of work per day. For example, a monitor who works two hours per day shall receive two sick days per year. Such sick leave shall be accumulative. At least one hour prior notification shall be given to the Director of Transportation when a monitor is unable to make a run. The School Administration shall have the right to require a doctor's certification of illness.

C. SUMMER WORK

1. Summer Work will be assigned by seniority.
2. Monitor jobs earn seniority and monitor seniority will have preference over bus driver seniority for bus monitor positions including summer work.

D. MONITOR SENIORITY

1. For purposes of assignment, regular run monitors will be assigned on the basis of seniority.
 - a. When runs become available for assignment and in the event more than one run is available at the same time, senior regular run monitors will be given the option of selecting the run they prefer, provided it does not interfere with management's prerogatives or objectives.
 - b. When a monitor accepts a run, he/she is committed to that run until such time as he no longer can make the run or until such time that the run may be abolished by the Lyons Central School District. Temporary illness of or accident to a monitor will not be considered as an abolishment or termination of ability to make a run.
 - c. Once the school year has begun all runs are assigned, should the school district need To abolish a run, senior monitors will not have a right to bump a less senior monitor because the senior monitor's run was abolished.

E. PAID EMERGENCY DAYS

Monitors will be paid up to three (3) days per year at their normal daily rate for days missed due to the emergency closing of school due to weather, fire, etc.

F. PRERUN BUS CHECK

Monitors will be expected to report ten (10) minutes before each run to check the bus before embarking on the scheduled run. Also, it is necessary for monitors to report to the work place ten minutes prior to the departure time of the bus run. This will ensure that the person is present and will allow some time for a replacement to be found if necessary. In addition, It should be understood that all employees will report to the bus garage to depart. There should be no more picking personnel up at the high school parking lot, at home or at the corner, etc. All monitors will report to the bus garage.

Should employees fail to abide by this Prerun Bus Check the following consequences will occur:

1. Employee will receive a verbal warning.
2. Employee will receive a written warning.
3. Employee will have a written warning placed in their folder.
4. Employee will be fined one run.
5. Employee will be suspended for up to five days.
6. Employee will be terminated.

G. BUS MONITOR SIGN-IN

Bus Monitors will be expected to sign-in personally before each bus run. The management will provide a sign-in sheet.

IX. GRIEVANCE PROCEDURE

1. Purpose

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any rate shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

GRIEVANCE PROCEDURE:

1. Definitions

- a. A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- b. A "Driver" is any person in the unit covered by this agreement.
2. An "Aggrieved Party" is a driver or group of drivers who submit a grievance or on whose behalf it is submitted, by the Association and/or the District.

3. Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the District and the association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time and when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew, or should have known, of the events or conditions on which it is based.

- d. (1) A driver or group of drivers may submit grievances which effect them personally and shall submit such grievance to their immediate supervisor.

(2) The Association may submit any grievance directly to the Assistant Superintendent for Business.

4. Grievance Procedure

- a. The immediate supervisor shall respond in writing to each written grievance received. If an aggrieved party is not satisfied with the response of the immediate supervisor, or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the District/Superintendent.
- b. The Assistant Superintendent for Business or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.
- c. Within two weeks after receiving a grievance from the District, the Association shall deliver to the District Superintendent a detailed statement of its position with respect to the grievance.
- d. In the event the Association or the District is not satisfied with the statement of the other, with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the District Superintendent or the President of the Association.

5. Arbitration

- a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be advisory only. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- c. The cost for the services of the arbitrator will be borne equally by the School District and the Association.

This Agreement shall be in effect from July 1, 2001 to June 30, 2004.

IN WITNESS WHEREOF:

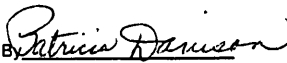
LYONS CENTRAL SCHOOL DISTRICT NO. 1 LYONS TRANSPORTATION STAFF ASSOCIATION

For the District

For the Association

By 
District Superintendent

By 
President, Association

By 
Chief Negotiator