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Contract Database Metadata Elements

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Employer Name: **Maine-Endwell Central School District**

Union: **Maine-Endwell Transportation Association**

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BUS | 5530

AGREEMENT
BETWEEN THE
SUPERINTENDENT
OF SCHOOLS
OF THE
MAINE-ENDWELL
CENTRAL SCHOOL DISTRICT
AND THE
MAINE-ENDWELL
TRANSPORTATION ASSOCIATION

7/1 6/30
2006-2010

RECEIVED

FEB 26 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**CONTRACT
DEFINITIONS
AND
PROCEDURES**

ARTICLE I - DURATION

- A. This Agreement shall be effective as of Day of Signing and shall continue in effect through June 30, 2010.

ARTICLE II - RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining agent for the Transportation unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.
- C. The negotiating unit is the group of employees of the Maine-Endwell Central School District represented by the "Association" and consisting of regular full-time and regular part-time Transportation employees including: Bus Driver, Bus Driver/Mechanic Helper, Head Bus Driver, Assistant to the Head Bus Driver, Head Mechanic, Mechanic, Mechanic/Bus Driver, Bus Attendant, and Long-term Substitute.

ARTICLE III - NEGOTIATING PROCEDURES

- A. Within 15 school days of a written request from either party, a mutually acceptable date shall be set for a meeting to open negotiation for a successor Agreement. Such request shall be made no earlier than February 1 nor later than March 1 of the year immediately preceding the expiration of the contract.
- B. Whenever a new Agreement is signed by the District and Association, the District shall supply each employee of the bargaining unit with a copy of the Agreement; plus five (5) extra copies to be filed with the Association.
- C. It is agreed that both parties exchange upon request statistics and records relevant to negotiations or necessary for the proper administration of the Agreement. No information of a personal nature, which would be considered an invasion of privacy, will be released without the written consent of the employee.

ARTICLE IV - SAVINGS CLAUSE

- A. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

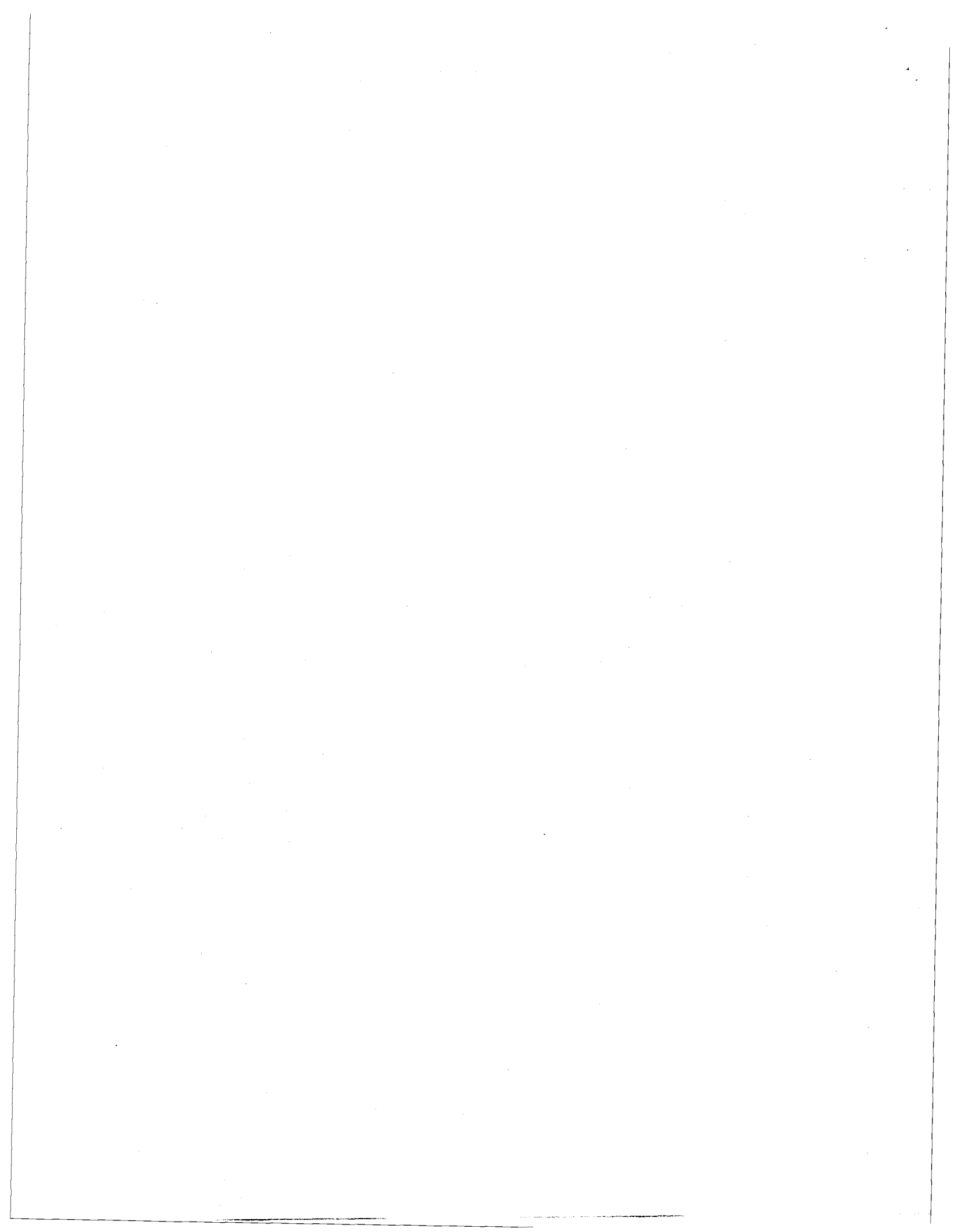
ARTICLE V - STATUTORY NOTICE

- A. 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 VI - ZIPPER CLAUSE

- A. This Agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

**EMPLOYMENT
PRACTICES**



ARTICLE VII - ASSIGNMENTS

A. The work schedule of each employee will be posted in the appropriate bus garage.

B. ASSIGNMENT OF EXTRA TRIPS AND EXTRA TIME

Transportation employees chosen for extra trip assignments will be selected from a posted list located in the bus garage. All extra trips will be offered to drivers for a minimum of two hours as assigned by the District with the exception of trips attached to a transportation employee's normal run. Transportation employees will receive their regular hourly rate for extra trip assignments.

A good faith effort will be made to equalize the effect of all field trip time to transportation employees which is beyond their normal work day. Full time (40 hour) employees who are assigned extra trips will be charged at a rate of one and one-half (1 ½) times the hours they work beyond their normal schedule performing these duties in order to equalize the effect.

Example: Full time (40 hour) employee:
1 ½ x 4 hour extra trip = 6 chargeable hours

Example Non-full time employee:
1 x 4 hour extra trip = 4 chargeable hours

Transportation employees who show up for assigned extra trips and find that the trip has been canceled will receive two hour of work time at their current rate of pay

Where, in the judgment of the District it is feasible to allow a regularly employed substitute bus driver to drive the regular route in place of the transportation employee who is normally assigned to such regular route, the regularly employed transportation employee may take an extra trip assignment.

C. SAFETY CHECK TIME

During the assigned work schedule for bus drivers, a fifteen (15) minute pre-trip and five (5) minute post trip inspection period shall be allowed each trip for a safety check of the bus by the driver. A fifteen (15) minute period shall also be allowed for a safety check when a substitute bus is assigned which has not been so checked by the driver.

D. SAFETY WORKSHOPS

The District will normally post the dates of the scheduled safety workshops by September 1 for each school year.

E. REGULAR ROUTE VACANCIES

Where in the judgment of the supervisor the ability, attendance, training and performance of the bus driver applicants are equal, the vacant position will be awarded to the most senior bus driver who applies for the position.

ARTICLE VIII - EMPLOYEE'S FILE

A. Each transportation employee's personnel file shall be available for review by appointment at the District Office in the presence of the Superintendent or his designee. After discussion with the supervisor, a written response may be attached to any material placed in the employee's personnel file. Such material, other than routine business material, should be signed by the employee before being placed in the personnel file. It is understood that the signature does not necessarily indicate agreement, but that the transportation employee has had the opportunity to review said material. The transportation employee must sign said material and may not refuse to sign said material.

ARTICLE IX - OVERTIME AND CALLOUTS

- A. Except where Federal Law provides otherwise, overtime will be paid at the rate of one and one-half times the hourly rate of all time worked beyond the regularly scheduled forty (40) hour week regardless of whether or not a paid holiday occurs within the week. Two (2) times the hourly base rate will be paid for work assigned by the District on Sunday. Transportation employees called back to work from home will be compensated a minimum of two (2) hours pay at their current hourly rate.

ARTICLE X - SCHOOL CLOSINGS AND DELAYED OPENINGS

- A. In the event schools are closed, or the opening of schools is delayed due to inclement weather, the following rules for payment of Head Mechanics, Head Bus Drivers, Assistant Head Mechanics, Assistant Head Bus Drivers, Mechanics and Mechanics Helpers shall apply:
1. In the event schools are closed for the day, transportation workers shall be allowed up to two (2) hours delayed time getting to work. Such time shall be made up before the end of the next full pay period, or it shall be deducted from the employee's salary.
 2. In the event the opening of schools is delayed for up to two (2) hours, transportation employees are to report for work at their regular times. It is their responsibility to take the necessary steps, including placing chains on vehicles in preparation for the delayed opening.
 3. On days requiring chains to be installed, other than on delayed opening days, 20 minutes shall be provided for installation and 10 minutes for removal of chains.
 4. Members of the bargaining unit working less than 260 days shall not report for work on a snow day and shall not be paid.
 5. In the event of emergency, i.e. a natural disaster, where the District indicates that the employee shall not report to work, the employee shall not be deducted in pay. In the event of a state of emergency as declared by appropriate county or state officials, and transportation workers are directed to report to work, and do report to work, they shall be paid at two (2) times their regular hourly base rate.

ARTICLE XI- SENIORITY

- A. A seniority list shall be prepared by the District in consultation with the Association. A copy shall be posted in each transportation office. Seniority shall be considered if a layoff of a part of the work force is necessitated for economic reasons.
- B. The District will discuss the impact of layoffs for financial reasons as required by law.

ARTICLE XII - VACANCIES

- A. All original job vacancies in the non-instructional units shall be posted in each transportation office for a minimum of ten working days as soon as possible after the vacancy occurs or when the new position is established. Notices of such vacancies shall be sent to an Association designee for posting. The ten day posting period may be waived by mutual agreement of the District and Association.

- B. Transportation employees who desire a reassignment or transfer may file a written request to the Personnel Administrator through the Supervisor of Transportation.
- C. The District will not permanently fill the vacancy until after the posting period. During the summer months, when school is not in session, a copy of the notice will be mailed to the Association President one working day prior to the actual posting.
- D. On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association's Officers and who is its designee for the purpose of vacancy notices, if other than the president.

**RIGHTS
AND
RESPONSIBILITIES**

ARTICLE XIII - ASSOCIATION DAYS

- A. The Association is granted a total of up to three days without loss of pay or leave time for the purpose of designated delegate(s) attending the NEA Representative Assembly, attending workshops and/or to conduct Association business. (Note: the total is three days for all of the foregoing, not three days for each). The person(s) attending the convention and/or workshop shall submit a conference report on a form to be provided by the District within five (5) working days of returning from said conference or workshop.

ARTICLE XIV - DUES DEDUCTIONS/AGENCY FEE

A. PROCEDURES

The District agrees that when:

1. The individual employee has voluntarily authorized the District, in writing, to deduct dues and transmit moneys to the Association Treasurer for the Association and other organizations affiliated with the Association through a "unified dues arrangement," and
2. The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association, and
3. The Association has, 30 days prior to the deduction, certified in writing to the District the current rate of membership dues.

The District shall then:

4. Deduct authorized dues from the salaries of Association unit members in twenty bi-weekly installments beginning on a mutually agreed upon date.
5. Deduction of the agency fee provided for in Section 2 of this Article shall be made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
6. Transmit all deducted dues to the Association Treasurer as deducted.
7. Provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.

- B. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

This contract provision will terminate on June 30, 2006, notwithstanding the provisions of any statute rule, law to the contrary in effect now or during the term of the contract. Union agrees not to seek recovery from the District for loss that might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

ARTICLE XV - CONTRACT VIOLATION/REDRESS

A. VIOLATION CLAIMED

A claimed violation of this Agreement shall be reviewed by the Supreme Court of New York State under a proceeding under CLP, Article 78.

B. RESOLUTION PANEL

The Association may within ten school days, after an alleged violation, request the convening of a resolution panel, which shall consist of six members, three chosen by the Association and three by the District.

Such request shall be directed in writing to the Personnel Administrator. The panel shall meet within ten school days of the notice to the Personnel Administrator.

The panel shall attempt to resolve the claimed violation. If the panel cannot resolve the claimed violation within thirty school days of the initial notice to the Personnel Administrator, it shall be deemed that the panel was unable to resolve the claimed violation.

This procedure is discretionary with the Association and shall not be considered a condition precedent to commencing an Article 78 nor will the time to commence such proceeding be enlarged by the request for the panel.

ARTICLE XVI - MANAGEMENT RIGHTS

- A. The District retains the exclusive right to manage its educational operation and facilities except as limited by this Agreement or by law.

ARTICLE XVII - PHYSICAL EXAM

- A. All employees shall be required to have an annual physical exam. This exam will be at District expense and shall be provided by the District physician.
- B. There shall be a Labor - Management Council to make recommendations regarding drug and alcohol testing and education. All recommendations shall be advisory in nature. The Association and the District may appoint equal number of members to the council.

**COMPENSATION
AND
BENEFITS**

ARTICLE XVIII – COVERALLS AND TOOL ALLOWANCE

- A. The District shall provide mechanics and mechanic helpers with coveralls and uniforms.
- B. All mechanics shall be given a yearly tool allowance of two hundred dollars (\$200.00).

ARTICLE XIX - INSURANCE

- A. The District agrees to pay on behalf of each eligible transportation employee participating in the Central New York Regionwide Plan of Blue Cross/Blue Shield or any other health insurance plan mutually agreed upon by the District and Association the following:

2006-07

- Family an eligible transportation employee, who elects to participate in the Health Insurance Plan, shall pay five hundred dollars (\$500) towards the premium for family coverage.
- Individual the transportation employee (except bus attendants) contribution shall be one hundred fifty dollars (\$150). The bus attendants shall contribute one hundred dollars (\$100).

2007-08

- Family an eligible transportation employee, who elects to participate in the Health Insurance Plan, shall pay six hundred dollars (\$600) toward the premium for family coverage.
- Individual the transportation employee (except bus attendants) contribution shall be three hundred fifty dollars (\$350). The bus attendants shall contribute one hundred and fifty dollars (\$150).

2008-09

- Family an eligible transportation employee, who elects to participate in the Health Insurance Plan, shall pay seven hundred dollars (\$700) toward the premium for family coverage.
- Individual the transportation employee (except bus attendants) contribution shall be four hundred dollars (\$400) The bus attendants shall contribute two hundred dollars (\$200).

2009-10

- Family an eligible transportation employee, who elects to participate in the Health Insurance Plan, shall pay eight hundred dollars (\$800) toward the premium for family coverage.
- Individual the transportation employee (except bus attendants) contribution shall be four hundred fifty dollars (\$450). The bus attendants shall contribute two hundred fifty dollars (\$250).

The health reimbursement plan which is currently offered by the District to active transportation workers provides basic Blue Cross/Blue Shield coverage, prescription co-pay of \$5.00/\$10.00/\$27.00, and Major Medical deduction of one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family plans. Reference is made to the plan description booklet for a description of the benefits.

Employees hired after July 1, 2004 must have ten (10) years of continuous service with the school district to be eligible for retiree health care benefits.

The District shall provide health care benefits to those employees who retire on or after July 1, 2006 at the contribution rate specified above that was in effect when they retired from the District. This shall be their participation rate⁴ for the duration of their retirement (Example: In the 2008-09 school year, an employee who had a family health care insurance plan would contribute \$700 toward the family health care premium. Thus, if the employee retired any time from July 1, 2008 through June 30, 2009, he/she would contribute \$700 per school year toward the family health care insurance premium during retirement).

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits that may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

B. Upon retirement, transportation employees may choose as an alternative to the sick leave incentive, to have a portion of the value of their unused sick leave, as determined in the age/% scale of Article XXI, Paragraph F applied to the payment of the employee's share of family health insurance.

C. The District shall pay each eligible transportation employee, who elects not to participate in the Health Insurance Plan identified in this article a fixed sum of money or prorated portion thereof, as follows:

2006-07	a maximum sum equal to one thousand six hundred dollars (\$1,600).
2007-08	a maximum sum equal to one thousand six hundred dollars (\$1,600).
2008-09	a maximum sum equal to one thousand six hundred dollars (\$1,600).
2009-10	a maximum sum equal to one thousand six hundred dollars (\$1,600).

A transportation employee who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

A transportation employee who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

A transportation employee who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon election to participate in the Health Insurance Plan. The District reserves the right to restrict the number of times an employee elects to participate in the Health Insurance Plan of this alternative in any one school year.

D. The District will pay on behalf of each eligible employee no more than eleven dollars and eighty-eight cents (\$11.88) per month towards the premium cost for either Family or Individual Dental Insurance.

E. A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.

ARTICLE XX - HOLIDAYS

A. All transportation employees will receive twelve (12) paid holidays per year, which holidays will be determined at the time the school year calendar is established. Holidays will be prorated for the employees working less than full time.

ARTICLE XXI - LEAVE OF ABSENCE

A. DEFINITION

1. Immediate Family - Includes mother, father, son, daughter, spouse, brother and sister.
2. Emergency Medical Attention - Includes situations requiring immediate medical attention of an emergency nature.
3. Non-Emergency Medical Attention - Includes regularly scheduled medical appointments.

B. SICK LEAVE

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

An employee shall be granted ten sick leave days, pro-rated per year, cumulative without limit.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

An employee who is on sick leave must advise the District, a minimum of weekly and upon each medical visitation, of their medical condition and prognosis. The District reserves the right not to pay sick leave in the event that such advisement is not given.

C. PERSONAL BUSINESS LEAVE

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

A transportation employee shall be granted up to three (3) personal business leave days per year. Transportation employees shall be entitled to carry over no more than two (2) personal business leave days, but in no event shall a transportation employee be entitled to use more than five (5) personal business leave days in any one school year. Transportation employees' personal business leave days will be prorated on the basis of one (1) day per three (3) months or major part of month worked (maximum three [3] days) for employees entering the District during the school year. Any personal business leave days not used by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of a quarter day may be taken if coverage or a substitute is available for a quarter day.

All other personal business leave days must be taken in half-day increments.

To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.
3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreational purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one day of the employee's return.

D. BEREAVEMENT LEAVE

Bereavement leave is paid leave for circumstances resulting from a death in the transportation employee's immediate family, also grandparents and grandchildren, or of a transportation employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

A transportation employee shall be granted five (5) days per death. Further, the Superintendent, or his designee, may grant bereavement leave for circumstances resulting from a death of other than the above upon extenuating circumstances satisfactory to him. Such leave may be granted from one (1) to five (5) days upon written request to the Superintendent, and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

E. SICK BANK

The sick bank provides sick leave, which may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. A maximum of two hundred (200) days may be borrowed by an employee in a ten (10) year period. The employee shall notify in writing the Personnel Administrator of his/her intent to borrow from the District's Sick Bank.

The transportation employee must pay back the sick bank at the rate of one and one-tenth (1.1) days for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave. Upon retirement or termination, any outstanding sick bank debts will be forgiven. However, no sick leave incentive will be paid to an employee with an outstanding sick bank debt.

Notice of exhaustion of accumulated sick leave shall be provided. If, however, such notice is not provided prior to exhaustion, the transportation employee may borrow without written notice of intent until such time that notice is given.

A transportation employee shall be eligible to borrow from the sick bank in the event of an extended illness. If the illness is not extended, then the transportation employee must wait ten (10) consecutive workdays before the transportation employee shall be eligible to borrow from the sick bank. An extended illness is defined as a personal illness, which prevents, or is expected to prevent, the employee from carrying out normal duties. Medical proof of the illness must be provided.

F. SICK LEAVE INCENTIVE

Sick leave incentive provides for partial payment of unused sick leave upon:

1. Retirement from the NYS Employment Retirement System, or
2. Retirement from the District on or after age 55 for non- members of the retirement system, and
3. When a minimum of six (6) months written notice is given to the District prior to the retirement.

Payment is based on the following formula:

$$\frac{\text{Accumulated Sick Leave}}{2^*} \times 50\% \times \frac{\text{Highest 3 Year Final Average Salary}}{\text{Designated Work Year (in days) for the Position}} = \text{Maximum of \$7,000}$$

*If Accumulated Sick Leave is equal to 200 days or more than the divisor, 2, shall be eliminated. If Accumulated Sick Leave is 199 days or less than the divisor, 2, shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit Control.

G. SHORT-TERM LEAVE

Short-term leave is unpaid leave for absence of ten days or less for personal business which cannot be conducted outside the school day or school year.

To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The transportation employee must apply in writing at least ten (10) days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. A similar short-term leave will not be applied for within the next two academic years next following the granting of a short-term leave.

Approval must be received by the District in writing prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one day of the employee's return.

H. LONG-TERM LEAVE

Long-term leave is unpaid leave for more than ten days and up to a maximum of twelve calendar months for personal business that cannot be conducted outside the school day or school year.

All long-term leaves must terminate on February 1st or July 1st. All employees on leave must notify the District thirty days prior to the termination of the leave concerning their intention to return or not to return to the District.

To be eligible for long-term leave:

1. Written application must be made at least ninety calendar days in advance.
2. The supervisor must certify that appropriate coverage is available.
3. Board approval must be obtained prior to the leave.

I. OTHER LEAVES

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE XXII - OTHER COMPENSATION

A. The following personnel, in addition to their salary, shall be compensated as follows:

Head Bus Driver	- \$650
Head Mechanic	- \$550

B. SAFE AND FAITHFUL SERVICE INCENTIVE

1. An incentive of an additional three (3) days pay shall be paid to any bus driver who, from July 1 through June 30, has no chargeable accidents.

An incentive of an additional two (2) days pay shall be paid to any bus driver and bus attendant who, from July 1 through June 30, has used three (3) days or less of absence.

An incentive of an additional three (3) days pay shall be paid to any bus driver and bus attendant who, from July 1 through June 30, has used one (1) day or less of absence.

2. Personal leave time used for the attendance at a funeral shall not be counted for the purpose of this Article.

C. HOURLY RATE

Transportation employees shall be paid at their regular hourly rate for additional tasks when assigned by the District. Examples of additional tasks are, attendance in court when the District is the plaintiff, attendance at a parent conference, updating official Route Sheet when work is performed on District property.

D. TIME CLOCKS

Time clocks shall be the uniform system instituted for the purpose of payroll. All employees must use the time clocks to record the hours they worked.

E. FEES

The District shall pay the following fees upon completion of one (1) year of appointed service (not substitute service). The employee must request such payment and submit receipts.

Training Permit (One)
Road Test (One)

F. SAFETY WORKSHOPS

Twenty (20) to twenty-four (24) hours for Safety Workshops will be calculated into drivers' "base pay", using a prorated system. Payment for the scheduled workshops shall be included in drivers' paychecks throughout the school year. Payment for missed workshops shall be deducted from the pay period immediately following the scheduled workshop.

ARTICLE XXIII - RETIREMENT

- A. The District will provide the Retirement Plan commonly known as the 75(i) Plan of the New York State Employees Retirement System for eligible employees.

The District will provide benefits of Section 41(j) of the Retirement Plan for eligible employees as a sole alternative to the provisions of Sick Leave Incentive of this agreement. If there is a balance of sick days available after the number of days, established by law, is applied for the purpose of this article, that balance shall be applied to the Sick Leave Incentive of this agreement.

ARTICLE XXIV - SALARY

A. 2006-07 SALARY INCREASES

1. BUS DRIVERS/AUTO MECHANICS/HEAD BUS DRIVERS

For the period beginning July 1, 2006, and ending June 30, 2007, the salary for "continuing employees" shall be increased by sixty-two cents (\$.62). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

2. BUS ATTENDANT

For the period beginning July 1, 2006, and ending June 30, 2007, the salary for "continuing employees" shall be increased by forty-five cents (\$.45). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

B. 2007-08 SALARY INCREASES

1. BUS DRIVERS/AUTO MECHANICS/HEAD BUS DRIVERS

For the period beginning July 1, 2007, and ending June 30, 2008, the salary for "continuing employees" shall be increased by sixty-two cents (\$.62). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

2. BUS ATTENDANTS

For the period beginning July 1, 2007, and ending June 30, 2008, the salary for "continuing employees" shall be increased by forty-five cents (\$.45). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

C. 2008-09 SALARY INCREASES

1. BUS DRIVERS/AUTO MECHANICS/HEAD BUS DRIVERS

For the period beginning July 1, 2008, and ending June 30, 2009, the salary for "continuing employees" shall be increased by sixty-one cents (\$.61). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

2. BUS ATTENDANTS

For the period beginning July 1, 2008, and ending June 30, 2009, the salary for "continuing employees" shall be increased by forty-five cents (\$.45). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

D. 2009-10 SALARY INCREASES

1. BUS DRIVER/AUTO MECHANICS/HEAD BUS DRIVERS

For the period beginning July 1, 2009, and ending June 30, 2010, the salary for "continuing employees" shall be increased by sixty cents (\$.60). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

2. BUS ATTENDANTS

For the period beginning July 1, 2009, and ending June 30, 2010, the salary for "continuing employees" shall be increased by forty-five cents (\$.45). When used in this article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title and job description, and would not apply to a newly assigned employee or one who is assigned to a new index, job title or job description, in relation to a particular pay year.

ARTICLE XXV - VACATION

A. The District shall provide the following vacation time for a full-time twelve month employee:

<u>Completed Year of Continuous Service</u>	<u>Rate Earned Per Full Month of Employment</u>	<u>Maximum Vacation Days per Year</u>
1	1.0	10
2	1.0	10
3	1.0	10
4	1.0	10
5	1.0	10
6	1.1	11
7	1.2	12
8	1.3	13
9	1.4	14
10	1.5	15
11	1.5	15
12	1.5	15
13	1.5	15
14	1.5	15
15 or more	2.0	20

B. The District shall grant an additional five days of vacation on the occasion of the anniversary of the fifth, tenth, fifteenth, twentieth, and each five year period thereafter, of an employees' completion of said years of continuous service. This additional five days of vacation shall only be for the year granted and shall not be cumulative nor carried over to the succeeding year.

ARTICLE XXVI - LONGEVITY

Longevity is defined as continuous, unbroken service to the MaineEndwell Central School District.

Longevity credit will be applied to staff on their employment anniversary day following the completion of their required eligible years of service.

Longevity Eligibility Chart

Completed Continuous/Unbroken Service

Longevity Hourly Rate (Not Accumulative)

Seven (7) years

Five Cents (\$.05)

Fifteen (15) years

Ten Cents (\$.10)

The longevity payments are not cumulative. The total longevity payment after 15 years will be 10 cents per hour, not 15 cents per hours.

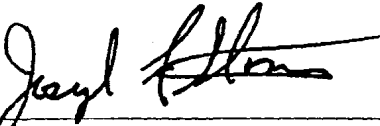
APPENDIX A

A **long term substitute** is defined as a substitute transportation worker who is employed in place of a regular appointed transportation employee who is absent for a semester or more due to a leave of absence.

The following Articles of this agreement do not apply to long-term substitutes:

Article XI	Seniority
Article XII(B)	Reassignment
Article XIX(B)	Retirement Alternative
Article XX	Holidays
Article XXI(E)	Sick Bank
Article XXI(F)	Sick Leave Incentive
Article XXI(G)	Short-term Leave
Article XXI (H)	Long-term Leave
Article XXIV	Salary
Article XXV	Vacation


SIGNATURES



Joseph F. Stoner
SUPERINTENDENT OF SCHOOLS
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

2-15-07

DATE

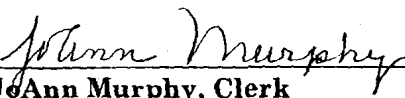


Joanne Westermann
PRESIDENT
MAINE-ENDWELL TRANSPORTATION ASSOCIATION

2-13-07

DATE

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on January 25, 2007.



JoAnn Murphy, Clerk
BOARD OF EDUCATION
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

2/15/07

DATE

