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Contract Database Metadata Elements

Title: **Locust Valley Central School District and Bus Drivers Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 865 (2007)**

Employer Name: **Locust Valley Central School District**

Union: **Bus Drivers Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Local 865**

Effective Date: **07/01/07**

Expiration Date: **06/30/11**

PERB ID Number: **5496**

Unit Size: **26**

Number of Pages: **18**

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BUS | 5496

AGREEMENT

between

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

and

CIVIL SERVICE EMPLOYEES' ASSOCIATION

Local 1000 AFSCME AFL-CIO

Bus Drivers Unit

July 1, 2007

to

June 30, 2011

RECEIVED

MAY 05 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

26

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BUS DRIVERS CONTRACT

7/1/07 - 6/30/11

AGREEMENT between Locust Valley Central School District, Town of Oyster Bay, Nassau County, New York, hereinafter referred to as the "District", having its principal office at the Administration Building, Horse Hollow Road, Locust Valley, New York and the

Civil Service Employees' Association Inc., Local 1000 AFSCME AFL-CIO, the recognized union by its Locust Valley Central School District Local Bus Drivers Unit of Local 865 CSEA, having its principal office at 143 Washington Avenue, Albany, New York 12210.

WITNESSETH:

WHEREAS, the parties hereto have duly negotiated the terms and conditions of the employment of the hereinafter described public employees within the Locust Valley Central School District, for the period 7/1/03 through 6/30/07, and desire to duly incorporate the said terms and conditions in a formal Agreement, all in accordance with law, and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms, covenants and conditions herein contained, do hereby AGREE as follows:

ARTICLE I

Pre-Conditionary Procedure

1. The Superintendent of Schools, Locust Valley Central School District, Town of Oyster Bay, Nassau County, New York as the chief executive officer of said District under the government of the Board, pursuant to Section 201 of the Civil Service Law, paragraph 13, shall execute this Agreement on its behalf as the public employer, subject to its legislative approval by the Board thereafter as required by law.

ARTICLE II

Recognition

1. The District, pursuant to Section 204 and 207 of the Civil Service Law ("The Public Employees' Fair Employment Act"), hereby recognizes the Association as the exclusive representative of the District employed Bus Drivers, and the Assistant Dispatcher.
 - a. This recognition and the acceptance thereof by the Association, are with the acknowledge intention of the parties hereto to fulfill the purposes prescribed in said Section 204; and

- b. The extension to the Association of all rights prescribed in Section 208 to unchallenged representation of the described public employees, of the duration of the Agreement or as may otherwise be provided by law.
2. The Association agrees, individually and on behalf of its members, to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees Fair Employment Act, and as such Section prohibits strikes by public employees.
3. Pursuant to the provisions of Section 204-a of the aforescribed Civil Service Law:

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."
4. The Civil Service Employees Association, Inc. shall have the exclusive rights to payroll deduction of dues for employees covered by this agreement. Such dues shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210 on a payroll period basis. No other organization shall be accorded by payroll dues deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

ARTICLE III

Working Conditions

1. SENIORITY: For all purposes in this Agreement, unless otherwise indicated, seniority shall mean length of continuous service within a position represented by this Bargaining Unit.
2. REPORTING TIME: Drivers will be required to report for work or call 15 minutes prior to scheduled rolling time. The 15 minutes shall be included as part of the drivers' scheduled run.

Each driver's morning shift shall consist of a minimum of two (2) hours.

Each driver's afternoon shift shall consist of a minimum of two (2) hours.

Each mid-day driver's shift shall consist of a minimum of two (2) hours.

Each driver assigned to work on Saturdays shall be guaranteed a minimum of three (3) hours work.

Each driver assigned to a District operated summer recreation program run shall be guaranteed a minimum of four hours time for that day. Should a run not operate on a particular day (due to inclement weather or for any other cancellation), the driver shall receive a minimum of two hours for reporting.

Any member of the unit who is recalled from home after the completion of a regularly assigned tour of duty shall be paid a minimum of (2) hours for that recalled service. However, members of the unit who continue working at the close of their regularly assigned tour of duty will not be guaranteed a minimum of two additional hours.

Only the drivers who work the holidays listed below are to be entitled to holiday pay and will be paid at a double time rate. Drivers shall receive holiday pay for the following:

Columbus Day
Veterans Day
Memorial Day
Thanksgiving Day

3. OVERTIME: Overtime shall consist of any hours worked over forty (40) hours per week.
4. DISTRIBUTION OF OVERTIME: The Administration shall strive, within reasonable limitation, to distribute the overtime equitably among the members of the unit. Records of overtime service be available to any member of the unit upon request through the Supervisor of Transportation.
5. SUBSTITUTE VEHICLE: The Supervisor of Transportation may assign substitute vehicles to drivers when it is considered necessary for efficient operations, such as inspection, long runs and similar operational considerations.
6. PARKING OF VEHICLES: Between runs, buses will only be parked in areas designated by the Supervisor of Transportation.
7. SELECTION OF RUNS: The District shall decide, in its sole judgment, which runs will be posted for driver selection. Upon posting, the drivers shall be permitted to pick their bus runs in accordance with the following:
 1. A.M. – P.M. runs, seniority picks first
 2. Mid-day runs/ late runs, – seniority picks first selecting either a mid day or late run resulting in one pick
 3. Summer runs – seniority picks first; each driver shall choose one run, either van or bus.

It is understood that if a mid-day or late run shall become available after the beginning of the school year, selection will begin with the first driver on the list immediately following the driver who made the last selection of a late or mid-day

run, i.e., no return to the top of the list.

In the event that a mid-day run does not materialize, or is cancelled/eliminated during the school year, and a subsequent mid-day run becomes available, the driver whose mid day run was cancelled/eliminated shall have the first opportunity to take the new mid-day run, provided however, that new run does not conflict with that driver's or any other driver's current schedules. If said driver cannot or chooses not to take the newly available mid day run, then selection will begin with the first driver on the list immediately following the driver who made the last selection of a late or mid-day run, i.e., no return to the top of the list.

Notwithstanding the first sentence of this section, it is the intention of the District to post runs, whenever possible, and to award that run to the driver with the most seniority who applies for the run. If, in the sole opinion of the District, such an award is not conducive to the efficient operation of the District, such an award is not conducive to the efficient operation of the transportation service, the District retains the right to award the run to a person of lesser seniority. Such awards will be reviewed by the District on a regular basis.

8. FIELD TRIPS/SPORT TRIPS: Field trips, sports trips, and extra work due to unavailability of drivers will be picked from a "round robin" rotation list. Drivers will be placed on this list in the order of A.M. and P.M. drivers by seniority, followed by A.M. only and/or P.M. only drivers in their order of seniority. E.g., the most senior person will have first choice at the beginning of Week 1 and wherever we leave off, assume at the sixth senior person, he/she will have the first choice in Week 2. If we then leave off at say the 14' senior person, he/she will have the first choice in Week 3.
9. EMERGENCY SCHOOL CLOSINGS: For up to three (3) days per year, unit members shall receive four hours pay should schools be closed for inclement weather or for other emergencies that necessitate the elimination of transportation services for that day. Following three emergency closings, if a driver reports to work during a school emergency closing prior to being contacted by the District, he/she shall be paid for two hours of work.

ARTICLE IV

Safety

1. It shall be the duty of all personnel to report all working conditions that are unsafe. Such situations or conditions should be reported, in writing, to the Supervisor of Transportation.
2. No driver shall be required to operate a vehicle that has more than the legal amount of passengers on board (as determined by the Motor Vehicle Traffic Code.)

3. No member of the unit shall operate a motor vehicle which is unsafe or defective by reason of impaired brakes, steering or any condition which creates an imminent hazard. If an unsafe condition exists in any vehicle, the condition shall be called to the attention of the employee's immediate supervisor. If the supervisor deems that such a condition exists, then it shall be corrected or the driver shall be given another vehicle to operate.

ARTICLE V

Absences - Leave

1. SICK LEAVE for personal illness shall be granted to first year employees at the rate of one day for each month of service up to maximum of 10 days per year. No person shall be paid for more than the rate of eight (8) hours on a given day.

Employees with more than one (1) full year of service shall be granted ten (10) days sick leave each year.

Unused earned sick leave days may be accumulated to a maximum of 185 days.

Sick leave days may only be used for absence due to personal illness of the employee or for illness of a member of the employee's immediate family.

The administration may require a physician's statement for any absence which, in the administrator's judgment, is questionable.

2. WORKERS' COMPENSATION: The District provides Workers' Compensation protection for any employee injured on the job. In the event of such an injury, forms for filing claims with the Workers' Compensation Board are available in the Business Office.

If an employee has a compensable job related illness or injury as determined by the Workers' Compensation Board, the absence shall be charged to the employee's accumulated sick leave balance for the duration of the absence or until fully expended in which case full Workers' Compensation benefits will be paid for the duration of the disability. Employees shall re-earn charged sick leave time as determined by the Workers' Compensation Board.

3. PERSONAL DAYS: Three days leave with pay may be used for personal business when provided said days are approved in advance by the Superintendent and the reason for the absence is communicated to the Assistant Superintendent for Business. Personal days will be non-cumulative for use in subsequent years. Personal days not used may be added to accumulated sick time. In the case of emergency, the requirement for advance notification and approval may be waived.

Personal days provided for in this Section may not be taken the day before or the day after

vacation periods and/or holidays without the prior written approval of the Superintendent. When an emergency necessitates the taking of a personal day, either the day before or the day after a vacation period or holiday, approval may be given after the day is taken. Members of the Unit employed for the first time on or after July 1, 1983, are not eligible for personal leave until they have completed one continuous year of service. Two unit members shall be entitled to use two of their personal days each year for attendance at CSEA functions.

4. **DEATH IN THE FAMILY:** For all absences due to death in the immediate family, five days leave, without loss of pay, shall be allowed for each death, and the unused part of this allowance shall not be accumulated for use in subsequent years. The immediate family shall mean spouse, child, parent, grandparent, brother or sister, mother or father-in-law, or relative living in the household of the employee.

5. **JURY DUTY:** Drivers required to serve on a jury shall receive their regular pay for all days they are required to be absent due to such service. Any monies received from the government for jury service, excluding government reimbursement for expenses, shall be given to the District.

ARTICLE VI

Insurance

1. **HEALTH INSURANCE:** The District shall allow all drivers who meet the eligibility requirements, the right to join the New York State Health Insurance program (or its options), or a plan that is subsequently equivalent for the duration of this contract, provided such program remains available.

Prior to the implementation of a new health insurance program, the union will be notified and will be given up to 45 days to prepare any comments on the proposed health insurance program. The proposed new program will be submitted to an independent arbiter from the American Arbitration Association who will determine whether or not the plan is substantially equivalent. Only if the plan is deemed to be substantially equivalent to the plan being replaced, will the District be permitted to enroll the unit in the new plan. Benefits provided under the new plan will always remain comparable to those being offered under the New York State Health Insurance Program.

The employee premiums per month will be as follows:

Effective July 1, 2007:

Individual	13% of individual premium cost
Family	13% of family premium cost

Effective July 1, 2008:

Individual	14% of individual premium cost
Family	14% of family premium cost

Effective July 1, 2009:

Individual	15% of individual premium cost
Family	15% of family premium cost

Effective July 1, 2010:

Individual	16% of individual premium cost
Family	16% of family premium cost

The rules of eligibility for said program shall be:

- a. Thirty (30) regular scheduled hours of work per week
or
Ten (10) years of service with the District and works more than twenty (20) regularly scheduled hours of work per week..

Allow the offering of alternative lower cost health plans, in addition to the existing New York State Health Insurance Plan (or its replacement plan), at no cost to the employee. This “no-cost” plan shall be open only to employees who currently have coverage and wish to switch from the New York State Health Insurance Plan.

- 2. DENTAL INSURANCE: The District shall contribute up to the following amounts per month per eligible employee for dental insurance plans afforded to the bus drivers unit:

2007-2008	\$30.00
2008/09 -2010/11	\$32.00

It is understood that the contribution will be for Bus Drivers who have picked a minimum of 30 hours per week for their regular runs, or who have ten (10) years of service with the District and work more than twenty (20) regularly scheduled hours of work per week. The employees may elect to have their families covered by the plan, but any additional cost for such an option will be paid for by the employees.

After achieving eligibility for health and dental insurance for one (1) full year (having and completing 30 hours of regularly scheduled runs), if in the following years of service an employee is willing and able to accept 30 hours of regularly scheduled runs, but only 25 or more hours or regularly scheduled runs are available at the time of the run selection, then health insurance benefits shall be maintained for that year. If a driver does fall below 25 hours of regularly scheduled runs, unless covered by the 10 year/20 hour provision, then health and dental insurance benefits will cease for the remainder of that year, or until the driver has increased his/her regularly scheduled hours to at least 25.

- 3. LIFE INSURANCE: Term life insurance will be provided by the District in the amount of \$2,000 for employees during their first year of employment, \$5,000 per employee during

their second year of employment and \$20,000 for employees in their third and successive years of employment. At Age 70, the amount of coverage shall be reduced to 65% of value (\$20,000 to \$13,000). Current employees who are age 70 or any unit member who reaches age 70 on or before June 30, 2011 shall retain the \$20,000 amount of coverage for the life of this contract.

4. RETIREMENT: Members of the unit are entitled to join the New York State Employees Retirement System. The District will provide Retirement Plan 75-I (for Tier 1 and Tier 2 members) and provisions 41(j) to participating employees covered in this agreement, subject to applicable state law and regulations.
5. Employee Assistance Program: The district shall have the right to establish an Employees Assistance Program

ARTICLE VII

1. WAGE SCHEDULE:

Bus Drivers Hourly Rates

Step	<u>2007 -2008</u>	<u>2008 - 2009</u>	<u>2009 - 2010</u>	<u>2010 - 2011</u>
1	\$18.10	\$18.69	\$19.31	\$19.95
2	\$18.76	\$19.38	\$20.02	\$20.68
3	\$19.40	\$20.04	\$20.70	\$21.38
4	\$19.93	\$20.59	\$21.27	\$21.97
5	\$20.22	\$20.89	\$21.58	\$22.29

LONGEVITY

UNIT MEMBERS WHO HAVE COMPLETED ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service within the unit shall receive the additional amounts per year, in accordance with the following schedule:

	10 yrs.	15 yrs	20 yrs.	25 yrs.
2007-2008	\$550	\$550	\$550	\$550
2008-2009	\$575	\$575	\$575	\$575

2009-2010	\$575	\$575	\$575	\$575
2010-2011	\$600	\$600	\$600	\$600

NOTES:

- a) Each employee whose service has been evaluated as being satisfactory or better, shall advance annually to the next higher step on the Wage Schedule. Increases in wages (increments, contractual raises, etc.) may be withheld for less than satisfactory service.

Prior to the withholding of increases in wages, the District will inform the employee and a representative of the Association of the possible impending action. If the employee requests, the District will meet with the employee, and at the employee's option, with his or her representative(s), to explain its rationale for the action, and to listen to input from the employee and his/her representatives. The District will, however, have the final decision on whether or not to withhold the employee's increases in wages.

The District may restore the withheld increases in wages at any time the District acknowledges that the employee has shown an adequate level of improvement in on-the job performance.

- b) **PLACEMENT ON SCHEDULE:** Placement on the schedule at the time of employment will be based upon the Administration's evaluation of previous experience as it relates to the requirements for the above positions. Subject to the provisions of paragraph (a) above, each unit member on paid status for six months or more during his or her initial year of employment shall be eligible for movement to the next step on the salary schedule and for credit toward longevity payments.
2. **ATTENDANCE INCENTIVE:** Any driver of the unit who is not absent from his/her regularly assigned duties during any pay period, will receive an additional fifty cents (\$.50) per hour for each hour worked during that pay period of perfect attendance. Effective July 1, 2008 this amount shall increase to sixty cents (\$.60) per hour for each hour worked during that pay period of perfect attendance. The attendance incentive will not be affected by a required absence due to jury duty, provided the employee has been in attendance immediately preceding the following the jury duty.
3. An employee, working a portion of a full hour will be paid in units of 1/4 of an hour for any time worked. An employee who works more than seven minutes (8 or more minutes) of any 15 minute period will be paid for the quarter of the hour.

FOR EXAMPLE:

If an employee has a two hour run and the run is not completed for two hours and eight minutes, then the employee will be paid for two hours and fifteen minutes.

If an employee is scheduled to work two hours and works two hours and seven minutes, the employee will be paid for two hours.

The above does not have any bearing on the guaranteed four hour work day.

4. **CDL Class B LICENSE DIFFERENTIAL:** Drivers who hold valid in force CDL Class B licenses, and are willing to accept CDL Class B assignments when requested by the District, shall be paid a \$550 per year CDL Class B differential. Drivers who do not accept (refuse) CDL Class B assignments when requested by the District shall forfeit the CDL Class B differential for the entire year. This differential will be paid in lump sum at the end of the school year and shall be pro-rated for drivers working less than the full school year, and/or only working one shift.
5. Drivers will be paid at their regular hourly rate for attendance at required safety meetings, driver meetings, "dry" runs and other work required by the District.

The District will not pay for driver time for the steps necessary to become qualified as a driver such as acquiring a bus driver's license, being fingerprinted or the 20 hour training course required by the State of all first year drivers.

6. **Tax Deferred Programs -** Unit members shall be allowed to participate in the District's tax sheltered annuity program (IRS Section 403-B) and Deferred Compensation Program (IRS Section 457) as long as such programs are available to other employee groups in the District.

ARTICLE VIII

Grievances

1. A grievance shall be defined as a complaint by one or more employees of the unit, of a violation, misapplication or misinterpretation of this Agreement. However, it is expressly understood and agreed that a dismissal or withholding of a wage increase shall not constitute a grievance or the basis thereof.
2. **PROCEDURE:**
 - a. Any employee aggrieved hereunder may present his/her grievance orally to the Transportation Supervisor. A reply shall be given by the immediate supervisor

indicating what action, if any, will be taken within five (5) days of the date of presentation of the grievance.

- b. If the employee is dissatisfied with the action taken by the Transportation Supervisor with respect to his/her grievance, said employee shall submit his/her grievance, in writing, to the Assistant Superintendent for Business within ten (10) days of the date that the Transportation Supervisor's written reply was given.
- c. If the employee is dissatisfied with the action taken by the Assistant Superintendent for Business, he shall have the right to appear before the Superintendent of Schools, if he so requests, and to be represented by the Civil Service Employees' Association or a representative chosen by the employee, if he so requests within ten (10) days of the determination of the Assistant Superintendent for Business. After considering the employee's grievance and contentions made in support thereof, and affording the Assistant Superintendent for Business an opportunity to submit his views both orally and in writing, the Superintendent of Schools shall take such actions as he deems proper and just and advise the employee and the Assistant Superintendent for Business, in writing of the action taken within ten (10) days of the date of appeal to the Superintendent of Schools.
- d. If an employee is still not satisfied with the decision, the full complaint may be appealed to the Board of Education for review and final ruling. All documents previously submitted at any stage of the grievance procedures, shall be presented to the Board of Education. The grieving employee and the Administrator who has previously ruled on the grievance before the appeal to the Board of Education, or any Administrator affected by the issue of the grievance, shall be entitled, upon request, to appear and be heard before the Board at a time that is mutually convenient to the parties. Such review shall be held as promptly as possible, on days coinciding with the forthcoming General or Special Meetings of the Board of Education but in no event shall such review take place later than thirty (30) days following the date of the request for such Board meeting. The Board of Education shall give grievant at least ten (10) days prior notice of the review date. Upon request, the grieving employee is entitled to be represented by the Civil Service Employees' Association.
- e. Board of Education shall decide the grievance within thirty (30) days of the filing of the grievance with the Board provided, however, that if the Board requires additional time, that the limit will be extended fifteen (15) days upon notice to the Association and the grievant. Any extension beyond forty-five (45) days will be only by mutual consent of the Board and the Association. It is understood, however, that grievances shall be determined as expeditiously as possible.

ARTICLE IX

Miscellaneous

1. In the event any provision of this Agreement shall be declared to be contrary to law, or in violation thereof, such declaration shall be deemed by the parties as affecting said provisions only unless otherwise specifically provided in any by said declaration and all other provisions shall continue thereafter in full force of the fact EXCEPT AND UNLESS the provisions so declared shall be deemed to be such an integral part of this Agreement as to vitiate the entire Agreement.
2. SCOPE OF AGREEMENT: This Agreement is acknowledged by the parties to constitute the full and complete understanding between them and the parties hereto agree that all negotiable items have been considered, whether or not referred to herein, and that during the term of this Agreement neither party shall be required to negotiate on any matter not provided for herein.

Nothing herein shall prevent the parties hereto from mutually agreeing to consult and amend this Agreement on a voluntary basis.

3. MANAGEMENT RIGHTS: The District has complete authority over the policies and administration of the school system. The District shall continue to retain the exclusive right, among other customary rights of the School Boards and employers, to determine the standards for selection of employment, direct its employees, to hire, promote, transfer and assign employees, take disciplinary action, subcontract, maintain the efficiency of the District operation, determine the content of job, take all necessary actions to carry out its mission and execute complete control and discretion over the District's organization and the methodology of performing District affairs. The foregoing rights shall not be exercised in any manner which violates any provision of this Agreement.
4. DURATION: This Agreement shall be effective from July 1, 2007 through June 30, 2011.

ASSISTANT BUS DISPATCHER

It is agreed that Civil Service Employees Association will represent the position of Assistant Bus Dispatcher for the Transportation Office under the following terms and conditions:

1. The work year is twelve months and the work day is eight hours per day, exclusive of lunch. From the first Monday in July up to, but not including, the last week prior to Labor Day, the assistant dispatcher's workday will be seven (7) hours per day, exclusive of lunch. Should overtime be required, the assistant bus dispatcher will be compensated at straight time up to 40 hours, and at a rate of time and one-half beyond 40 hours.
2. SALARY: See attached Schedule for annual 12 month salaries.

3. OVERTIME, beyond 40 hours per week, will be paid at the rate of time and one half.
4. The position will participate in the New York State Employees' Retirement System Pension Fund.
5. There will be thirteen paid holidays per year:

Independence Day	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Martin Luther King Day	

Note: Should Independence Day fall on a Saturday or Sunday, at the district's choice, either the previous Friday or the following Monday shall be taken as a holiday.

6. VACATION will be two weeks per year, after the first through fifth years, earned on a pro-rated basis. Beginning with the sixth (6) year of employment, vacation will be 3 weeks per year. After 11 years of service accruals will be 4 weeks per year.

The determination of vacation dates for the Assistant Dispatcher will be in consultation with the Transportation Supervisor and if necessary, the Assistant Superintendent for Business. The District will make every effort to approve requested vacation dates. The final authority in approving such dates rests with the District.

7. SICK LEAVE will be twelve days per year, and may be accumulated to a maximum of 185 days.
- 7a. WORKERS' COMPENSATION: The District provides Workers' Compensation protection for any employee injured on the job. In the event of such an injury, forms for filing claims with the Workers' Compensation Board are available in the Business Office.

If an employee has a compensable job related illness or injury as determined by the Workers' Compensation Board, the absence shall be charged to the employee's accumulated sick leave balance for the duration of the absence or until fully expended in which case full Workers' Compensation benefits will be paid for the duration of the disability. Employees shall re-earn charged sick leave time as determined by the Workers' Compensation Board.

8. The District will provide Medical Insurance with the Assistant Dispatcher paying premium cost per month as follows.

Effective July 1, 2007:

Individual	13% of individual premium cost
Family	13% of family premium cost

Effective July 1, 2008:

Individual	14% of individual premium cost
Family	14% of family premium cost

Effective July 1, 2009:

Individual	15% of individual premium cost
Family	15% of family premium cost

Effective July 1, 2010:

Individual	16% of individual premium cost
Family	16% of family premium cost

9. DENTAL PLAN:

The District shall contribute up to the following amounts per month per assistant bus dispatcher:

2007-2008	\$30.00
2008/09 -2010/11	\$32.00

10. LIFE INSURANCE: Term life insurance will be provided by the District in the amount of \$2,000 for employees during their first year of employment, \$5,000 per employee during their second year of employment and \$20,000 for employees in their third and successive years of employment. At Age 70, the amount of coverage shall be reduced to 65% of value (\$20,000 to \$13,000). Current employees who are age 70 or any unit member who reaches age 70 on or before June 30, 2011 shall retain the \$20,000 amount of coverage for the life of this contract.

11. Three days leave with pay may be used for personal business when provided said days are approved in advance by the Superintendent and the reason for the absence is communicated to the Assistant Superintendent for Business. Personal days will be non-cumulative for use in subsequent years. Personal days not used may be added to accumulated sick time. In the case of emergency, the requirement for advance notification and approval may be waived.

Personal days provided for in this Section may not be taken the day before or the day after vacation periods and/or holidays without the prior written approval of the Superintendent. When an emergency necessitates the taking of a personal day, either the day before or the day after a vacation period or holiday, approval may be given after the

day is taken. Members of the Unit employed for the first time on or after July 1, 1983, are not eligible for personal leave until they have completed one continuous year of service.

12. For all absences due to death in the immediate family, five days leave, without loss of pay, shall be allowed for each such death, and the unused part of this allowance shall not be accumulated for use in subsequent years. The immediate family shall mean spouse, child, parent, grandparent, brother or sister, mother or father-in-law or relative living in the household of the employee.
13. When required to serve on a jury, the Assistant Bus Dispatcher shall receive regular pay for all days absent due to such service. Any monies received from the government for jury service, excluding government reimbursement for expenses, shall be given to the District.
14. An Assistant Dispatcher whose service has been evaluated as satisfactory or better, shall advance annually to the next higher step in the class on the salary schedule. Increases in salary (increments, salary schedules, differentials, etc.) may be withheld for less than satisfactory service. Prior to the withholding of increases in salary, the District will inform the Assistant Dispatcher and a representative for the Association of the possible impending action. If the Assistant Dispatcher requests, the District will meet with the Assistant Dispatcher, and at the Assistant rationale for the action and to listen to input from the Assistant Dispatcher and his/her representatives. The District will, however, have the final decision on whether or not to withhold the Assistant Dispatcher's increases in salary.

The District may restore the withheld increases in salary at any time the District acknowledges that the Assistant Dispatcher has shown an adequate level of improvement in on-the-job performance.

15. CDL Class B LICENSE CLAUSE: An Assistant Bus Dispatcher who holds a valid in force CDL Class B license and is willing to accept CDL Class B assignments when requested by the District, shall be paid a \$550 per year per year CDL Class B differential. Assistant Bus Dispatchers who do not accept (refuse) CDL Class B assignments when requested by the District shall forfeit the Class II differential for the entire year. This differential will be paid in lump sum at the end of the school year and shall be pro-rated for Assistant Bus Dispatchers working less than the full school year.

SALARY SCHEDULE FOR ASSISTANT BUS DISPATCHERS

Step	<u>2007 -2008</u>	<u>2008 - 2009</u>	<u>2009 - 2010</u>	<u>2010 - 2011</u>
1	\$34,192	\$35,320	\$36,485	\$37,689
2	\$35,613	\$36,789	\$38,003	\$39,257
3	\$37,055	\$38,278	\$39,541	\$40,846
4	\$38,499	\$39,769	\$41,081	\$42,437

5 \$39,076 \$40,366 \$41,698 \$43,074

LONGEVITY:

AN ASSISTANT BUS DISPATCHER WHO HAS COMPLETED ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service within the unit shall receive the additional amounts per year, in accordance with the following schedule:

	10 yrs.	15 yrs	20 yrs.	25 yrs.
2007-2008	\$550	\$550	\$550	\$550
2008-2009	\$575	\$575	\$575	\$575
2009-2010	\$575	\$575	\$575	\$575
2010-2011	\$600	\$600	\$600	\$600

For the CSEA

For the District

Theresa Westcushu

Richard Hunt

Catherine J. Sebaldi

Cristina Rackwitz

March 4, 2008

April 30, 2008

Date

Date

