

## TENATIVE AGREEMENT

Between

Stockton Unified School District (District)

And the

California School Employees Association and its Stockton Transportation Chapter #885 ("CSEA")  
Reopener Negotiations 2021-2022

July 25, 2022

This agreement concludes 2021-22 Re-Opener negotiations between Stockton Unified School District and the Stockton Unified California School Employees Association and its Stockton Transportation Chapter #885 ("CSEA"). The parties hereby agree to the following terms subject to the ratification of CSEA and the Board of Education for Stockton Unified School District. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for the 2021-2022 school year.

1. Article 8: Pay And Allowances

- a. 4% on salary schedule increase for 2021-22 (effective July 1, 2021).
- b. Longevity Increments remain status quo for 2021-22.

2. Article 12: Health & Welfare

The parties agree to remain status quo on Health & Welfare benefits for 2021-22.

3. Language changes to CBA Articles as agreed (reference attachments)

- Article 7. Hours and Overtime
- Article 8. Pay and Allowances
- Article 9. Working Conditions

This agreement shall be effective as of July 1, 2021 and shall continue in effect until midnight June 30, 2022 upon ratification by both CSEA #821 and District's Board of Trustees.

Agreed to on this \_\_\_\_\_ day of July, 2022

For CSEA:

Cynthia Solis 07 / 28 / 2022

Cynthia Solis, President

Latora Dennis 07 / 28 / 2022

Latora Dennis

Rosann San Nicolas 07 / 28 / 2022

Rosann San Nicolas

Carol Black 07 / 28 / 2022

Carol Black, Labor Rep.

Dawn Davis 07 / 29 / 2022

Dawn R. Davis

For the District:

Francine Baird 07 / 28 / 2022

Dr. Francine Baird, Interim Superintendent

Nancy Lane 07 / 28 / 2022

Nancy Lane, Asst. Supt. H.R.

Detwarn Buntun 07 / 29 / 2022

Detwarn Buntun, Dir. Classified H.R.

Mary Aguilar 07 / 28 / 2022

Mary Aguilar, Personnel Analyst

Tanya Copeland 07 / 28 / 2022

Tanya Copeland, Transportation Supervisor

## ARTICLE VII

## HOURS AND OVERTIME

7.1 **Work Week**

The work week is defined as Monday through Friday, consisting of five consecutive days.

7.2 **Work Day**

The length of the work day shall be designated by the District, for each unit member in accordance with the provisions set forth in this Agreement.

7.3 **Assignments**

Fluctuating employees will not be paid for less than the basic hours established for that position. Changes in basic assignments shall normally be made at the beginning of the school year and may continue through the end of the school year. In no case will an employee be paid for less than six (6) hours per day during the school year. This provision shall apply to summer work as defined in Article 6.

7.4 **Lunch Periods**

All unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period may be for a period of more than one hour, but not less than one-half hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

7.5 **Rest Periods**

7.5.1 All bargaining unit employees shall be granted one break of fifteen (15) minutes per four (4) hours worked to be taken whenever practicable.

7.5.2 Specified periods may be designated when the operations of the District require someone to be continually present at a work location.

7.5.3 Rest periods are a part of the regular work day and shall be compensated at the regular hourly rate of pay for the employee.

7.6 **Election Release Time**

If, for an election, polls open and close less than one hour from the beginning and ending time, respectively, of an employee's normal work shift, that employee may be granted time off in order to vote if time is not available during the middle of the day.

7.7 **Overtime**

7.7.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of pay equal to time and one-half the regular rate of pay of the employee.

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7.7.2 All hours worked on holidays designated by this Agreement shall be time and one-half (1 ½ ) in addition to the pay for the holiday for the first eight (8) hours and double time and one-half (2 ½ ) for any hours worked over eight (8) on the holiday.

7.7.3 All hours worked on the sixth (6th) and seventh (7th) consecutive days of work shall be compensated at one and one-half times the regular rate of pay.

## 7.8 Weekend Differential

Unit members who, on a normal continuing work schedule, are assigned to work on Saturday and/or Sunday will receive a differential pay of one dollar (\$1.00) per hour effective July 1, 2019. An employee who receives any shift differential premium on the basis of his or her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a non-differentiated shift for less than thirty (30) calendar days.

## 7.9 Additional Available Hours

During the course of the school year, additional hours will be assigned to fluctuating attendants in an effort to bring their daily route hours average to eight (8) hours per day.

### 7.9.1 Distribution

- a. When distributing additional hours, a sign-up sheet in seniority order will be available for all the drivers and bus attendants to be included in the daily rotation for additional hours. The driver or bus attendant will be called in seniority order from where the rotation list left off from the previous working day and/or based on route interference. These hours are available only to Association members, however, can be assigned to substitute drivers only if there are no available unit members.
- b. During the traditional school year additional available hours shall be distributed as early as practicable from a rotation list, on a rotational basis among unit members in order of seniority beginning with the most senior member. A separate list shall be maintained for each job classification. These hours shall be available only to Association members, however, can be assigned to substitute drivers only if there are not unit members available to take the additional available hours.
- c. In the event a bargaining unit member, on the rotation list for additional available hours has route interference, and is bypassed for the day, he/she shall be first to be offered additional available hours the following day.
- d. Additional available hours will be offered to all drivers of Summer School, in addition to Summer work, on a seniority rotation basis.

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## 7.9.2 Field Trips

Unit members shall qualify for field trip assignments outside of San Joaquin County six (6) months after acquiring permanent status, provided they have been sufficiently trained. Failure to meet either provision shall limit members to field trips within San Joaquin County or Cal State Sacramento or Cal State Stanislaus.

If a driver is awarded/accepted a weekend trip, misses work on the Friday prior to a weekend trip the driver will forfeit the weekend fieldtrip with no replacement rights.

### a. Posting of Field Trips

Field trips shall be designated as weekday or weekend/holiday trips. Separate trip rotation list shall be maintained for each type of trip. Trips shall be posted on the first of the month, from the 16<sup>th</sup> to the end of the month. On the 16<sup>th</sup> of the month, trips will be posted from the 1<sup>st</sup> to the 15<sup>th</sup> of the following month. The trips will be posted as soon as possible in the morning. All trips logged in the book will be posted. The School Bus Driver Specialist will make every effort to confirm the trips with the schools, prior to posting. Any trips received by the School Bus Driver Specialist after the trips have been posted will become a "Bonus Trip".

### b. Rotation Lists

Two rotation lists will be maintained throughout the year. One for weekday field trips and one for weekend/holiday field trips. Each rotation list is individual and operates separately from the other. However, both operate on a seniority rotation basis.

### c. Eligibility

If a driver has not yet qualified for out-of-town trips, he/she will only be eligible to select local trips within San Joaquin County or Cal State Sacramento or Cal State Stanislaus.

### d. Selection of Field Trips

Drivers shall select their trips by seniority from each individual trip rotation list. One for weekday field trips and one for weekend/holiday field trips. Once a driver has signed his/her trip, they shall remove their name from the rotation list. If a driver elects not to take a trip, he/she shall write "pass" next to their name, write the date and time, and remove their name from the rotation list. A driver on sick leave, vacation, comp-time or any other absence, shall not forfeit his/her place on the rotation list. Upon return from said absence, if he/she has been passed over, he/she shall choose a trip as soon as they return. A more senior driver shall not delay selection of trips due to an absence or vacation.

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**e. Failure to Select a Field Trip**

1. If your name comes to the top of either rotation list while you are on duty and you fail to sign for a trip before any sign-off while on duty, you will forfeit your turn and be passed.
2. If the next driver in seniority is unsure if the driver above them should be bypassed, he/she shall alert the School Bus Driver Specialist to the situation and he/she will make the determination.
3. A driver may designate another job steward to sign for a trip in their absence. If a driver cannot sign for their trip in their allotted time it is the responsibility of the driver to make proper arrangements.
4. When a driver has been passed in rotation due to illness or other absence, upon the first day of returning to work fails to sign for a trip before any sign-off while on duty; they will forfeit their trip and be passed.
5. "Failure to Select a Field Trip" as described above also applies to Summer School and Year Round drivers.

**f. Cancellation of Field Trips**

1. In the event that a driver has selected a trip and that trip is later cancelled, he/she shall immediately be able to select a trip to replace the cancelled trip. This shall apply to changes in trip time of two (2) hours or more, in cases where the driver elects not to accept the trip following the time change.
2. Cancellation of a weekday field trip will only be replaced by a weekday field trip. Likewise, cancellation of a weekend field trip will only be replaced by a weekend field trip. Cancellation of a bonus trip will be replaced by a bonus trip.
3. If more than one (1) bus is assigned to the same field trip and one bus is cancelled, the last driver to sign for the trip shall lose the trip regardless of seniority. If the trip was chosen on rotation, the driver will immediately replace the canceled trip pursuant to 7.9.2.f.
4. If bus drivers are scheduled for field trip assignments on Saturday or Sunday and are not notified of the cancellation prior to reporting to work, they shall receive four (4) hours of pay.

**g. Tournament Trips**

**School Bus Drivers selected for Thursday, Friday, Saturday tournament trips, shall be assigned all consecutive days for each respective tournament.**

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**h. "All Call" Field Trips**

**"All Call" Field Trips are defined as trips that announced with twenty-four (24) hours' notice, or less.**

**7.10 Limitation on Hours**

**a. Hours of Labor of Driver**

Except as otherwise provided by law, no person shall drive any vehicle for more than ten (10) consecutive hours, nor for more than ten (10) hours spread over a total of sixteen (16) consecutive hours. Thereafter, such person shall not drive any vehicle until eight (8) consecutive off-duty hours have elapsed.

b. Consecutive hours off shall be defined as the end of the shift on any job worked to the beginning of the shift to drive a bus.

**7.11 Split Shift**

When a shift is split with sixty (60) minutes or less between the end of one shift and the beginning of the other, the employee shall receive pay as if there was no break in time.

**7.12 Minimum School Day Pay**

Bargaining unit members shall receive pay for actual hours worked with a six (6) hour minimum for Bus Attendants and an eight (8) hour minimum for School Bus Drivers for all minimum days. If actual hours are below the minimum, members will be compensated in order to meet the minimum hour requirement. On minimum days, unit members may be required to perform detailed assigned service or attend in-service sessions in order to meet their regular assigned hours.

**7.13 Shift Differential - Compensation**

7.13.1 Any employee in the bargaining unit whose assigned work day commences between 4:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of one (1) dollar per hour.

7.13.2 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift which shall not exceed five (5) consecutive working days.

**7.14 Compensatory Time Off**

7.14.1 Because of the Fair Labor Standards Act, Compensatory time off in lieu of pay as defined in the Education Code will be allowed as defined in Sections 6.12 and 7.7.3. The term "hours worked" for these purposes under the Fair Labor Standards Act does not include paid time such as vacation, holidays, or paid leave. An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in

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writing to the immediate supervisor within two (2) workdays following the overtime worked.

- 7.14.2 If compensatory time has been elected, an employee may accumulate up to one hundred and twenty (120) hours. If compensatory time is not taken as prescribed in Section 7.14.1 above, upon written request, the employee may receive any portion, in part or in full, at any time during the fiscal year, and may save forty (40) hours to carry over to the following year. Unused compensatory time will be cashed out at the end of the fiscal year in which it was accrued.
- 7.14.3 If an employee requests payment for accrued compensatory time off, any salary overpayment then outstanding shall be deducted prior to payment for such time. Requests for payment must be submitted in writing in a prescribed form by the first monthly due date of the timesheet to be paid on the next regular pay day.
- 7.14.4 Compensatory time requests must be submitted to the employee's supervisor at least five (5) days in advance, except as provided for in 7.14.5. The District retains sole discretion to grant or deny compensatory time requests based on the District's business needs.
- 7.14.5 Requests to use CTO must be made at the time of call-in. No advance notice is necessary if the employee calls in sick and at the time of call-in requests to use CTO.

#### 7.15 **Call Back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate.

#### 7.16 **On Call**

For all School Bus Driver Specialists, the assignment of "on call" time shall be offered to the School Bus Driver Specialists on the seniority rotation basis weekly. A stipend of \$100 per seven (7) days will be paid to bargaining unit member who provides the service of responding to any fieldtrip/transportation issues that may arise. This service will be provided by a School Bus Driver Specialist. A district cell phone will be provided to the on call employee.

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## ARTICLE VIII

## PAY AND ALLOWANCES

8.1 **Rate of Pay**

Salaries will be increased by 3.5% effective July 1, 2019.

Salaries will be increased by 2.5% effective July 1, 2020.

~~\*The Parties agree to reopen salary only if the Educational Measures in the November 2020 elections pass.~~

**4% on salary schedule increase for 2021-22 (effective July 1, 2021).**

8.2 **Progression on the Salary Schedule****Anniversary Date**

All bargaining unit members shall have a salary step anniversary date of July 1. In order to implement this new section in 2002, all incumbent bargaining unit members whose salary step anniversary date falls after July 1 will have their salary step anniversary date advanced to July 1. For any bargaining unit member hired after July 1, 2002, their anniversary date shall be July 1, 2003. This change in anniversary date shall not affect the length of the probationary period. Employees with an anniversary date between May 15, 2002 and June 30, 2002 shall receive their anniversary date step increase July 1, 2002.

8.3 **Payroll Procedures**8.3.1 **Promotional Placement:**

A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification which shall be no less than a five percent (5%) increase in salary. A permanent bargaining unit member who is promoted shall be placed on the step in the higher salary range in the new classification which is at least a five percent (5%) increase in salary. If the highest step is not a five (5%) increase, the employee will be placed on the highest step.

For initial implementation of the new July 1 salary step anniversary date change a new anniversary date of July 1 shall be established for each subsequent step increment. For initial implementation of the new July 1, salary step anniversary date change, a new anniversary date July 1 shall be established.

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- 8.3.2 Effective July 1, 2002, all eleven (11) month bargaining unit members shall be paid in eleven (11) monthly payments. Any additional days worked beyond the eleven (11) regular work months, shall be paid based on the actual time worked. In the event that an employee does not work their contractual days in August and receives a pay warrant in August, any overpayment made will be docked from the employee's next pay warrant.
- 8.3.3 Effective January, 2001, additional hours worked, leave utilization, and over-time hours worked shall be submitted on the 11th of each month, and shall be included in the regular monthly pay warrant.

For the purposes of computing entitlement to vacation and sick leave accrual, holiday pay, and retirement, the average daily hours worked shall be determined in the 30-calendar day period from the 11th through the 10th, which will establish eleven (11) pay periods consisting of more than 50% of the 30-calendar day period." These eleven (11) 30-calendar day periods will begin on August 11th and end on July 10th. These eleven (11) equal pay warrants, will result in a full eleven (11) months of vacation and sick leave accrual for the traditional school year, as well as a full year's credit for retirement.

An eleven (11) month employee may request to receive twelve (12) salary payments. A form may be obtained from the Payroll Department for this purpose. Once the employee has authorized a salary payment the decision is irrevocable. Changes can only be made during July through September 12 of each fiscal year.

#### 8.3.4 Salary Overpayment

Salary overpayment resulting from:

- a) unpaid leaves;
- b) extended illness leaves pursuant to Article 17, Section 17.11;
- c) reimbursement to District of worker's compensation payments; and/or
- d) adjustments of assigned hours;

The District shall notify the employee in writing of the salary overpayment as soon as possible after the overpayment is discovered. In cases of District error, the District and employee shall attempt to find a mutually acceptable payback schedule.

Employees shall receive a written notification of such deduction as early as possible but not less than three (3) days prior to issuance of the pay warrant.

Adjustments for purposes of leave accrual shall be made on a monthly basis as necessary. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day. The paycheck shall include a record of all customary deductions.

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#### 8.4 Mileage Allowance

Any employee in the bargaining unit required and authorized to use his or her vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business if required. All claims for reimbursement must be submitted by the fifth (5th) working day of the succeeding month to the Business office if the employee is to be reimbursed during that calendar month.

#### 8.5 Meal/Lodging Allowances

8.5.1 Employees in the bargaining unit on authorized District business shall be reimbursed at rates designated by the US General Services Administration (GSA). Drivers shall receive advance notice of those meals and lodging authorized. Exceptions to the above schedule shall be authorized by the Superintendent or designee, but in no case may the reimbursement exceed the actual cost. A driver on a layover trip shall be paid \$65 for non-driving time and the above expenses, if incurred.

8.5.2 Meal allowances shall be subject to the following restrictions:

- a) Breakfast: Paid only when the extra duty assignment is an overnight trip or on a Saturday, Sunday or holiday with a sign-on time earlier than 6:00 a.m.
- b) Lunch: Paid only when the employee is unable to return to the Transportation Yard from an extra duty assignment and have not less than 1/2 hour prior to departure on next assignment.
- c) Dinner:
  1. Paid only when employee is unable to return to the Transportation Yard and have not less than 1/2 hour prior to departure on next assignment; or
  2. Paid only when employee completes an assignment after 6:00 p.m.; or
  3. If an assignment is on a Saturday, Sunday, or holiday with a sign on time earlier than 5:00 p.m. and longer than four (4) hours in duration.

#### 8.6 Salary Placement for Employee Who Resigns and is Reemployed

A unit member who resigns after three (3) years of satisfactory service in the District, and who is reemployed in the same classification within one (1) year, shall be placed at the same step on the salary schedule with reinstatement of rights and privileges which were in effect at the time of the resignation.

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## 8.7 Longevity

The District agrees to additionally compensate long service employees.

### LONGEVITY INCREMENTS

Commencing with the 10 <sup>th</sup> year	\$94.10 per month
Commencing with the 15 <sup>th</sup> year	\$110.14 per month
Commencing with the 20 <sup>th</sup> year	\$182.70 per month
Commencing with the 25 <sup>th</sup> year	\$192.70 per month
Commencing with the 30 <sup>th</sup> year	\$416.00 per month

## 8.8 Attendance Incentive Program

For those employees having three (3) or less absences per fiscal year, eligible employees are to receive a one (1) time compensation of one and a half percent (1.5%) of their current salary. Employees absent five (5) days or less in the current fiscal year are eligible for a one (1) time compensation of one percent (1%) of their current salary. In case of absences attributed to FMLA or Bereavement, those absences will be exempt from this program.

## 8.9 Pay Calculation

Unit members' pay shall be calculated to the nearest fifteen (15) minute period.

## 8.10 Guaranteed Hours

8.10.1 All bus driver positions will be guaranteed at eight (8) hours per day.

8.10.2 Bus attendant positions will be guaranteed at six (6) hours per day.

## 8.11 Route Bid Compensation

Drivers participating in the bidding process prior to the beginning of the school year will be compensated for one (1) hour of pay; however, actual bid time is on a schedule and limited to fifteen (15) minutes. The remainder of the time is provided to preview routes prior to your bid time.

## 8.12 Unit Members as Substitutes

Unit members employed as substitute drivers during summer school shall be compensated for actual hours worked at the regular rate of pay, including Social Security payments, for School Bus Driver or Bus Attendant, pursuant to Section 7.3 (see Appendix A).

## 8.13 Payment for Delegated Behind the Wheel Trainer Duties

Bargaining unit member performing Delegated Behind the Wheel Trainer duties shall receive a stipend for the time spend performing those duties. Payment for that time shall be at the regular hourly rate of the employee plus five (5%) percent of that same hourly rate.

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## ARTICLE IX

## WORKING CONDITIONS

9.1 **Compensation for Required Training**

An employee who is required to attend training sessions or otherwise engage in training, if not of a disciplinary or required remedial action, in order to continue employment in a position as directed by the District shall receive compensation as follows:

- 9.1.1 The District will provide twelve (12) hours of mandatory district training.
- 9.1.2 When the training occurs during the employee's regular assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which (s)he is entitled for the actual hours worked during training.
- 9.1.3 When the training occurs at any time other than during the employee's regular assigned working hours, the employee shall be paid in accordance with the Hours and Overtime provisions of this Agreement for only the actual hours worked during training.
- 9.1.4 Meetings called by the Director of Transportation shall be paid at the regular hourly rate when attendance is required for the actual time of the meeting or session.
- 9.1.5 All District pre-approved training related to bargaining unit members will be compensated by the District.

9.2 **Bus/Route Bidding Process**

Bus and route selection shall be bid by individual members based on seniority within the Transportation Department based on date of hire within classification. The Director of Transportation maintains the right to assign specific routes and buses as a package, should information processed by the District not be available by the fourth (4<sup>th</sup>) Monday of July or if deemed necessary due to unusual circumstances.

- 9.2.1 Members shall bid for buses and routes (not packaged) no later than ten (10) calendar days prior to the **start of school including Sumer work assignments.**  
~~opening of traditional year schools.~~
  - a. Routes shall be developed and packaged by the Director of Transportation or designee, Transportation Route Planner and School Bus Driver Specialist(s). The School Bus Driver Specialist(s) and up to four (4) members of the Association shall review the route packages after they are developed. The District shall allow a minimum of up to forty-eight (48) hours to review the route packages (day = minimum of 8 hours). The four (4) Association members, Transportation Route Planner and Director of Transportation or designee shall then be allowed forty-eight (48) hours to review any route changes proposed by the Association.

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- b. The forty-eight (48) hours for reviewing route packages are to be prior to the drivers preview days. If the District and the Association meet and agree that a review is not necessary prior to the school year, a written agreement to such will be in writing and will only be for that school year **and Summer work assignments.**
- c. The District shall post a list of all bus and route packages available in the driver's lounge for a minimum of five (5) days prior to the bidding process. Critical information that will or is anticipated to affect route hours shall be clearly posted with bus and route packages. In addition to the bus and route packages, the District shall, at the same time, post all other work available but not assigned to a route. As bus and route selections are made by senior members, those routes will be removed from the list of routes available in the appropriate classification in the driver's lounge.

9.2.2 Bidding shall be administered by the Director of Transportation or designee with assistance from a designated School Bus Driver Specialist, and is based on driver seniority within the Transportation Department. The Association shall be allowed to have their Labor Relations Representative and stewards, not to exceed three (3), present during the bidding process.

9.2.3 If a bus and route opening develops at any time during the year, drivers may bid for the combination. Bus and route packages that become open after the August bidding will be advertised for three (3) working days and will be available to the most senior qualified applicant.

#### 9.2.4 Bus/Route Bidding Process

The District shall make every attempt to minimize route changes which includes route sign-on and sign-off. If the sign-on/sign-off time ~~needs to change~~ **require** more than **a change of** sixty (60) minutes, the District will notify the impacted employee **in writing (memo format) and electronically.**

The District will confer with the impacted employee upon request. **A written R**request must be **submitted by the employee to the Route Planner and appropriate Supervisor made** within five (5) **working days of the route change. If the route is eliminated, the employee will have the opportunity to bid on an available route by seniority.**

### 9.3 Summer Work Assignment Procedure

9.3.1 **Eligibility:** A summer work and sign up roster restricted to bargaining unit members will be posted for 10 calendar days after Spring break. Summer school bus and route packages shall be bid in May. Only those members who have signed the summer roster will be eligible for summer employment with the following exceptions:

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- a. Emergency conditions defined as when assignment time restrictions and/or conditions require the need to assign the first available qualified School Bus Driver or Bus Attendant. This exception will be limited to the duration of the existing emergency condition.
- b. The eligibility list has been depleted.
- c. When the School Bus Driver or Bus Attendant due to an on the job injury or disability was not able to sign up because of the absence.

9.3.2 **Routes** The District will be responsible for the following:

- a. Developing the routes.
- b. Determining the number of routes.
- c. The "stacking" of routes and the determination of the number of buses required.
- d. Determining the number of "replacement" School Bus Driver positions.

9.3.3 **Availability**

9.3.3.1 **Replacement School Bus Driver**

May not refuse more than five work assignments. A work assignment is defined as the duration of the absenteeism of the "route" School Bus Driver, i.e. the a.m. or p.m. route assignment, a full day route assignment or consecutive day's work of the same route. (Preplanned vacations, illness, and/or emergencies will be considered one refusal occurrence.)

9.3.4 **Additional Needs**

When it is determined by the District that additional routes are needed after the initial bidding process, the additional routes will be offered for seniority bid to existing "regular route" and "Replacement School Bus Drivers ". The consequent "replacement" vacancies will be filled from the sign up Roster outlined in 9.3.1.

9.3.5 **Additional Hours**

Additional available hours, offered between the completion of one "Traditional School Year" in June, and the beginning of the next "Traditional School Year" in late August-early September as referenced in Section 6.1 shall be offered on a straight rotation basis by seniority among the "Summer Work" members which is above their basic work schedules or bid hours.

9.4 The District shall make available lunchroom, restroom or lavatory facility.

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