2026-2028

AGREEMENT

Between

AMALGAMATED TRANSIT UNION, LOCAL 256

And

DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT

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Dry Creek Jt. Elem School District

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DATE: October 8, 2026

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ARTICLE I - AGREEMENT

A. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Dry Creek Joint Elementary School District (District) and the Amalgamated Transit Union, Local 256 (ATU).

B. The Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code.

ARTICLE II - RECOGNITION

A. The District acknowledges that ATU is the exclusive bargaining representative for the transportation unit which includes all full-time and part-time school bus drivers employed by the District, and excludes all other classified employees, all management, supervisory, confidential employees, and any daily substitutes.

B. "Bus Drivers" shall be defined as any member of the transportation bargaining unit covered by the terms of this Agreement.

C. Additional transportation positions created by the District that are not management and/or supervisory as certified by the Public Employment Relations Board shall become part of the bargaining unit.

ARTICLE III - EQUAL EMPLOYMENT OPPORTUNITY

A. The District provides equal employment opportunities for all persons without regard to race, color, creed, sex, religion, sexual orientation, ancestry, national origin, age, or non-job-related handicap or disability.

B. The District has adopted a program of affirmative action in order to assure that all personnel policies relevant to recruiting, hiring, and promoting guarantee equal opportunities for all.

For information see Board Policy 4111.1

ARTICLE IV - CIVIL AND LEGAL RIGHTS

A. The personal life of a bus driver is not an appropriate concern for the District except as it may directly affect the bus driver while performing his/her duties or responsibilities.

B. A bus driver's religious or political activities shall not be grounds for any discrimination or disciplinary action by the District, provided these activities do not violate Board policy, administrative regulations, or local, state, or federal laws.

ARTICLE V - NO SMOKING/DRUG FREE WORKPLACE

A. The District is committed to a philosophy of wellness and good health.

B. The District is a tobacco and drug free workplace.

C. Smoking is not permitted in any work locations at anytime.

ARTICLE VI - HARASSMENT

A. All bus drivers are to be treated and shall treat others with respect and dignity.

B. Sexual harassment or harassment for any reason, such as that based on race, color, religion, national origin, age, marital status, or physical handicap will not be tolerated under any circumstances, and can lead to discharge.

For information see Board Policy 4119.11

ARTICLE VII - DISTRICT RIGHTS

A. 1. It is understood and agreed that the District retains all its rights and authority to direct, manage and control to the full extent of the law.

2. Included in but not limited to those duties and rights are the exclusive right to:

- determine its organization
- direct the work of its bus drivers
- determine the work year and number of annual workdays based on student instructional days and inservice requirements
- schedule the times and hours of operation
- determine the kinds and levels of services to be provided and the methods and means of providing them
- establish its policies, goals and objectives

- ensure the rights and educational opportunities of students
- determine staffing patterns including the number and kinds of staffing required
- maintain the efficiency of District operations
- build, move or modify facilities
- establish budget procedures and determine budgetary allocation
- determine the methods of raising revenue
- contract out work (Ed Code 39800)
- take action on any matter in the event of an emergency.

3. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, discipline, and terminate employees.

B. The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

C. 1. The District retains its right to amend, modify, or temporarily rescind procedures and practices referred to in this Agreement in cases of emergency.

2. Examples of emergencies include, but are not limited to, the following:

a. Fire
b. Natural disasters such as flood, earthquake
c. Bomb or bomb threat
d. Attack or disturbance by individual(s)

3. Only the Superintendent/designee shall be authorized to implement any emergency procedures.

ARTICLE VIII - ATU RIGHTS

A. ATU has the sole right to represent bus drivers in matters relating to the scope of representation which includes wages, hours of employment, and other terms and conditions of employment as defined by PERB.

B. Neither the District or ATU shall impose or threaten reprisals, discriminate against, interfere with, restrain, or coerce bus drivers because of their exercise of rights guaranteed by this Article.

C. A reasonable number of ATU representatives shall have the right to receive reasonable periods of released time when meeting and negotiating and for the processing of grievances.

D. 1. ATU representatives from outside the District visiting the work site shall follow the school's or department's procedure for visitors.

2. ATU representatives from outside the District shall not interfere with or interrupt bus drivers during the workday, but shall be permitted to transact ATU business during layover time, as long as he/she does not delay any bus driver at work.

E. ATU may use District school sites or other facilities for meetings if available. Prior written request by the ATU to the site principal or building supervisor will be required.

1. District and PCOE materials and equipment (e.g., paper, copiers, etc.) shall not be used for any ATU matters.

2. In the drivers room, one (1) bulletin board or portion of a bulletin board shall be designated for ATU to post official communications.

3. a. ATU may use the intra District mail service and mail boxes for their official communications, provided that procedures and limitations established by administrative regulations are followed.

b. ATU materials that are posted on the bulletin board, mailed, or distributed through District mail service shall not:

1) advocate the passage or defeat of any District school measure or Board candidate
2) be in conflict with District interests
3) contain anything obscene or anything which may degrade or malign any individual or organization.

4. The date, ATU name, reasonable length of posting, and date of removal shall also be listed on all ATU communications.

5. The District bus driver ATU representative shall be responsible for the posting, contents, and removal of all such communications.

F. 1. ATU shall provide the District with an updated list of the current names, mailing addresses, and telephone numbers of officers, negotiation team members, and authorized representatives of ATU.

2. Any changes during the year shall also be provided in writing within thirty (30) days.

3. All of the above shall be filed with the Superintendent/designee with a copy to District Negotiations Representative.

G. Any ATU correspondence related to the negotiation process, or any other District operations shall be directed to the Superintendent/designee with a copy to the District Negotiations Representative.

ARTICLE IX - DUES DEDUCTIONS

A. Bus drivers shall have the right to join or not join ATU. (GC 3543)

B. 1. ATU has the exclusive right to have membership dues deducted from bus drivers.

2. A bus driver may sign a dues authorization form and submit it to Business Services, authorizing ATU membership dues to be deducted from their monthly payroll check.

3. The deduction of prorated membership dues shall be made from the bus driver's paycheck each month for twelve (12) months normally beginning in July and ending in June of each year.

4. Along with each monthly payment of membership dues, the District shall furnish ATU with an alphabetical list of all bus drivers indicating the individual amount deducted for dues payers.

5. Nothing shall prohibit a bus driver from paying dues directly to ATU.

6. If membership dues are deducted by the District from the paycheck of any bus driver and remitted to ATU and the bus driver does not owe such amount, ATU shall immediately return such funds to that bus driver.

C. If a Bus driver revokes their dues authorization, ATU shall provide a copy of the written notice to Business Services within thirty (30) days.

D. ATU agrees to furnish any information needed by Business Services to fulfill the provisions of this Article.

E. ATU shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other actions arising from Business Services implementing this article.

ARTICLE X - TRAINING AND QUALIFICATIONS

A. 1. All drivers shall be required to demonstrate the ability to drive all buses and may be required to drive any bus.

2. The District shall require each bus driver to demonstrate that he/she is capable of safely operating each different type of vehicle or vehicle combination (i.e., vehicles with different controls, gauges, of different size, or requiring different driving skills) before driving such vehicle(s) on a highway unsupervised. The bus driver's capability to operate the vehicle shall include special equipment such as wheelchair lifts, ramps, or wheelchair tie downs.

3. All bus drivers shall be required to demonstrate the ability to drive to unique locations with unforeseen and or unique weather.

4. Bus drivers shall use the Bus Training Form to record time and mileage.

5. All of the above requires prior approval of the Transportation Supervisor.

6. All drivers are responsible to maintain all necessary credentials and keep them current.

B. 1. District shall pay up to ten (10) hours of required 'TO-1' training which may include in service, classroom, and behind the wheel.

2. Training beyond the ten (10) hours of required 'TO-1' may be reimbursed by the District if requested in writing in advance of the training, and if authorized by the Transportation Supervisor.

C. The District reserves the right to require at any time bus drivers to submit to urine and/or breath analyzer tests. The District will conform with Federal Drug Testing Guidelines.

D. Applicants for bus driver positions are required to be properly licensed by the State Department of Motor Vehicles and shall meet all requirements of the Motor Vehicle Code applying to the licensing of school bus drivers.

E. The District shall reimburse bus drivers for the renewal cost of any special driver's certificate (other than a Class C driver's license) required in the performance their duties.

F. 1. The Transportation Supervisor shall schedule the re-certification tests for California Special Driver Certificate. The District shall pay for any off duty time required for the re-certification tests, including DL51 medical certification.

2. The Transportation Supervisor shall schedule recertification classes during the regular work year.

G. All special training (mountain, snow, metro etc.) will be made available to bus drivers as necessary.

H. The District shall determine and schedule all training and in service.

ARTICLE XI - SAFETY

A. 1. As safety is each bus driver's responsibility, all bus drivers are required to be safety conscious in their own actions and use sound work practices.

2. Bus drivers shall report any unsafe condition which may occur or exist, in writing if necessary, to the Transportation Supervisor. This shall be done as soon as possible.

B. The District shall provide safe working conditions and equipment in compliance with standards prescribed by federal, state, and local laws and regulations.

C. The District shall promote safety and correct unsound work practices through education, training, and enforcement.

D. Bus drivers shall follow all District policies, rules, and regulations regarding safety.

E. 1. Bus drivers who are injured while on duty shall notify the Transportation Supervisor as soon as possible, but in no case later than twenty-four (24) hours after the injury, on the Employee Incident Form.

2. Employee Incident Forms shall be available at the Transportation Office.

ARTICLE XII - PERSONAL APPEARANCE (Effective 7/1/98)

A. Appropriate appearance consistent with job assignment contributes to the image the District is attempting to establish with students and the community and adds to the safety of drivers, staff, and students.

B. Bus drivers shall present a neat and clean appearance at all times when on duty as determined by the Transportation Supervisor.

C. If a specific clothing standard is required or prohibited, the Transportation Supervisor will explain its necessity.

D. Uniforms

1. The District shall provide uniform apparel for bus drivers.

2. While on duty, a driver will wear the prescribed uniform.

3. Uniform specifications such as color, material, and styling shall be determined by the District.

4. Bus drivers shall be responsible for cleaning, pressing, and maintaining uniforms.

5. Uniforms provided remain the property of the District and shall be returned if a driver leaves the District for any reason.

6. If not returned, the District shall deduct the uniform cost from the bus driver's final pay warrant.

7. District-Provided

- 5 shirts
- 1 jacket
- Replacements may be authorized by Transportation Supervisor depending on circumstances.
- Additional uniform apparel may be authorized by the Transportation Supervisor.
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7. Unacceptable Clothing/Not District Provided

Sweat pants, leggings, balloon pants

Short shorts, cut-offs, sweat shorts, spandex shorts

Slippers, wedged soles, heels over two (2) inches, or open toe/open heel sandals

Spaghetti straps, midriff tops, or tube top type apparel.

ARTICLE XIII - FULL TIME/PART TIME DEFINITIONS

A. Full Time - assigned one hundred eighty-five (185) days and eight (8) hours per day in paid status.

B. Part Time - assigned less than one hundred eighty-five (185) days per year or eight (8) hours per day in paid status.

ARTICLE XIV - HOURS OF EMPLOYMENT

A. Work Schedules

1. The District shall determine the number of work/duty days each year based on student instructional days and inservice requirements.
2. The District shall determine work schedules and establish work hours for each bus driver.
3. Various factors, such as workloads, operational efficiency, and staffing needs, may require necessary changes.
4. Bus drivers are expected to be at their assigned work sites as scheduled and to arrange personal schedules to accommodate the District's established working hours.

B. Extra Time

1. Work assigned in addition to a bus driver's regular daily route, but less than eight (8) hours, shall be 'extra time' and paid at the bus driver's regular hourly wage rate.
2. The District shall post a weekly sign-up sheet. Assignments for bus drivers who sign up shall be based on both seniority and availability.

C. Overtime

1. Hours worked in excess of eight (8) in any one (1) day and/or forty (40) hours in any one (1) week shall be paid as overtime.
2. Any bus driver having an average workday of four (4) hours or more for five (5) consecutive working days shall be paid, for any work required to be performed on the 6th or 7th day, as overtime.
3. The rate of pay for overtime shall be one and one-half times (1½) the bus driver's regular hourly wage rate.

D. Compensatory Time Off

1. Overtime may also be compensated as Compensatory Time Off (CTO). Bus Drivers authorized to work overtime may elect either wages or Compensatory Time Off.
2. A Bus Driver, who does not schedule or is not authorized to take overtime as Compensatory Time Off by the end of the pay period in which it was earned, shall be paid for the overtime.
3. Compensatory Time Off shall be equivalent to overtime. (Earned at 1½ x hours worked)
4. Bus Drivers electing Compensatory Time Off shall mutually agree to a schedule with the Transportation Supervisor.

E. Extra Time and Overtime Authorization

1. No 'extra time' will be permitted for any activity unless authorized by the Transportation Supervisor.
2. No 'overtime' will be permitted for any activity unless authorized in advance by the Transportation Supervisor.
3. Bus drivers may be required to work extra time, overtime, or hours other than those normally scheduled, if necessary.
4. No compensation shall be paid for unauthorized extra time or overtime.

F. Minimum Route

If District guarantees four (4.0) hours per day (split shift), then any extra time is inclusive of that four (4.0) hours a day.

E.g., Route 3:45 + :30 (extra time) = 4 hours 15 minutes

G. Other Duties and Responsibilities

1. School bus keys shall be picked up in the Transportation Office in the a.m. and returned in the p.m.

2. Drivers are responsible for thoroughly cleaning the inside of their assigned bus on a daily basis. Exterior cleaning may be assigned as directed by the Transportation Supervisor

3. Buses and spare buses should maintain one-half (½) tank and shall only be fueled when leaving or returning to the bus yard.

4. Normal bus maintenance shall be pre-scheduled by the Transportation Supervisor on a calendar basis. This may be revised by the Transportation Supervisor in emergency or unforeseen safety situations.

H. Call In/Call Back Time

1. Any bus driver called in to work by the Transportation Supervisor, on a day when he/she is not scheduled to work, shall be compensated for at least two (2) hours of work at the appropriate hourly rate, regardless of the actual time required to be in service.

2. Any bus driver called back to work by the Transportation Supervisor, after completion of his/her workday, shall be compensated for at least two (2) hours of work at the appropriate hourly rate, regardless of the actual time required to be in service.

3. Call in/call back time begins when a bus driver reports for service.

4. Additional work assigned during the regular workday shall be considered extra time, and paid at one (1) hour minimum if not attached to an existing bus run.

I. 1. In addition to daily assigned route time, forty-five (45) minutes shall be added for the following:

A.M. Pre-trip	25
P.M. Close-down /lock	10
Paper Work	10

2. Layover time between bus runs, less than thirty (30) minutes, shall be compensated at the regular hourly pay rate. During layover time, bus drivers will be available to the Transportation Supervisor.

ARTICLE XV - ROUTE SELECTION

Route Assignments

1. When more than one (1) bid has been made on a route, the bus driver with the most seniority will receive the assignment.

2. Annual bidding of routes will normally occur five (5) days prior to the first instructional day of the school year.

B. 1. The Transportation Supervisor may assign routes to bus drivers in variance with the bidding results if the assignment change is necessary for reasons of safety, benefit of the students, bus drivers, or for the effective operation of the District.

2. If such assignment is necessary, the bus driver shall maintain not less than his/her 'bidding results' duty hours.

3. The District shall determine all routes and all bus assignments.

4. Once routes are bid, any bus driver can request a meeting in order to discuss route concerns. A union representative may attend this meeting.

C. Route Bidding Procedures

1. Five (5) workdays prior to bidding, the District shall post the routes in the Transportation Office and provide copies of the route to all bus drivers.

2. The posted routes will contain the scheduled run time, work year, (i.e. 10/12 months), the area and schools in which the route services.

3. The time and day of the meeting to bid shall be posted in the Transportation Office and provided to bus drivers who may be off duty prior to the meeting.

4. All bus drivers who will be absent from the meeting shall submit three (3) or more bids in order of preference in writing to the local ATU representative.

5. As seniority is called, the route selected will be listed.

6. An annual rebid meeting will be held no later than mid-September with new routes taking effect no later than October 1.

D. 1. Vacancies or permanent route changes of an additional forty five (45) minutes or more occurring after September 1 will be filled according to C.1-5 above.

2. When additional runs are permanently assigned to home/school routes by the Transportation Supervisor, they will be assigned by both seniority and availability to accommodate the additional time without exceeding eight (8) hours.

E. Filling Extended Leave Vacancies

1. When a bus driver is on a verified extended leave (exceeding forty (40) workdays), that route may be temporarily filled by another driver.

2. This route will be posted, as soon as practical, for not less than three (3) workdays. Any driver may submit a bid during the posted time. Selection will be determined by seniority.

3. Upon the absent bus driver's return from leave, the temporary driver shall return to his/her original route.

F. Post Bidding Route Preparation

1. Bus drivers will thoroughly familiarize themselves with their routes prior to driving the route operationally.

2. Bus drivers will drive their routes in a school bus according to the schedule prior to the start of school.

3. Bus drivers doing pre-runs shall be paid at driver rate provided a pre-trip bus safety inspection form is completed and submitted. Time paid at bus driver rate is limited to a maximum of the time assigned to the route(s) pre-run.

4. All of the above shall be approved in advance by the Transportation Supervisor.

ARTICLE XVI - FIELD TRIPS

A. 1. Field trips, including sport trip assignments, (normally one (1) hour or more) will be rotated by seniority.

2. The rotation schedule will be posted on the bus drivers' bulletin board.

3. All field trip hours charged by each bus driver shall be kept as equitable as practical and shall be kept current by the District ATU Representative. This shall be accomplished off District paid time.

5. Whenever possible, a bus driver will be given at least three (3) workdays advance notice of a field trip.

6. 'Refusal' of a field trip, for whatever reason, will count as an acceptance and will preclude another offer until the rotation list has completed another cycle.

7. If a bus driver has been scheduled for a field trip which is then cancelled, that bus driver will be scheduled for the next available field trip.

B. A trip with 'short notice' (e.g., a 'last minute' request by a school or a field trip which has been 'refused by a driver up to two (2) hours before departure time') shall be assigned to the 'most available' driver. A refusal by a 'most available' driver shall not count as an acceptance.

C. All permanent/probationary drivers who are qualified on all equipment, and maintain a satisfactory evaluation shall be listed on the rotation schedule. The rotation schedule shall be based on seniority.

D. 1. Field trips to points other than local area, (i.e. mountains/San Francisco) shall be assigned only to permanent /probationary drivers who have been trained and qualified. Training will be offered to drivers to keep specialized training current.

2. The District can exclude any driver not qualified. Qualifications shall mean, but not limited to, performance, attendance, promptness, ability, competency, fitness and other skills which are necessary requirements for bus drivers.

3. Substitute bus drivers shall only be assigned field trips if all permanent/probationary drivers have been previously assigned or are unavailable.

E. All field trip paperwork, meal receipts and time sheets shall be submitted to the Transportation Supervisor upon the completion of the run or by the next scheduled workday.

ARTICLE XVII – HOLIDAYS (Effective 10/8/26)

A. Full time bus drivers shall be eligible for thirteen (13) paid holidays per year listed as follows:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving (Admission Day)	Washington's Birthday
Christmas Eve (1/2 day)	Friday before Easter
Christmas Day	Memorial Day
New Year's Eve (1/2 day)	Juneteenth

B. 1. Part time bus drivers shall be eligible for eleven (11) paid holidays per year.

2. Part time bus drivers who are scheduled to work no less than the actual number of annual student attendance days shall be eligible for twelve (12) paid holidays per year.

C. Holidays shall be paid on an hourly prorated basis.

E.g., Daily work schedule 4 hours = 4 hours holiday pay

D. Every day declared by the President or Governor, as stated in the Education Code, which requires schools to be closed, and any day declared a holiday by the Board which requires schools to be closed, shall be a paid holiday for eligible bus drivers.

E. Personal Day

Each permanent bus driver shall be entitled to one (1) paid personal day per year according to the following guidelines:

1. At least three (3) working days advance notice.
2. No more than one (1) bus driver per day.
3. Not the day before/after a holiday or recess period, or the first/last day of a track.

ARTICLE XVIII – VACATION (Effective 7/1/98)

A. Bus drivers shall be eligible to earn annual paid vacation according to the following:

1 - 5 years District service . . .. 10 days

6 - 10 years District service . . . . . 15 days

11 - or more years District service... 20 days

B. Bus drivers shall earn annual paid vacation on an hourly prorated basis.

(E.g., Daily work schedule 4 hours = 4 hours vacation pay)

C. 1. Bus drivers shall apply for vacation, on the appropriate District form, to their Supervisor at least two (2) weeks in advance of the desired start date.

2. Vacations will be approved only at times of the year when they will not interfere with District circumstances. Examples may include driver shortage, emergencies, scheduled field trips, and first three (3) weeks of school. Attempts will be made, however, to adjust vacation time to special needs of individual bus drivers.

3. Only one (1) bus driver shall be eligible for vacation at a time.

4. Vacation shall not be scheduled on any minimum day or on any bus driver training days.

5. All vacation requests shall be responded to within (3) working days from the date the request form is submitted.

D. At the initial opportunity (Annual Route Selection Meeting) for drivers to request (in writing) vacation time, Seniority shall determine who has first choice if two (2) or more drivers request vacation on the same day(s). Vacation scheduling at all other times of the year will be on a 'first come first serve' basis.

E. "Unused" vacation earned during one (1) fiscal year shall be paid to the bus driver as soon as practical after June 30th of each fiscal year.

F. Vacation requests shall not be granted during the first six (6) months of probationary employment.

G. Upon separation from District service, earned but unused vacation shall be paid to bus drivers.

ARTICLE XIX - LEAVES

A. Sick Leave

1. Each full time bus driver is entitled to one (1) day paid leave per month/twelve (12) days per year for personal illness and/or injury.

   a. Permanent bus drivers shall be credited with their annual sick leave at the beginning of their work year.

   b. Probationary bus drivers shall be limited to use of six (6) days of sick leave until completion of six (6) months of active service.

2. Part time bus drivers shall be entitled to a prorated share of sick leave.

3. Unused sick leave shall accumulate without limit.

4. a. Sick leave is used for necessary treatment of health problems which cannot be scheduled outside of regular work hours.

   b. Bus drivers shall attempt to schedule routine medical or dental appointments during off duty time.

4. The Superintendent/designee may require verification of a bus driver's illness from a physician if absent for three (3) consecutive days or more.

B. Extended Sick Leave

1. Extended Sick Leave is defined as a single disabling illness or injury which causes the bus driver to be absent from service for no less than fifteen (15) consecutive duty days.

2. If a bus driver is absent from service because of illness or accident for up to five (5) months, the amount deducted from the driver's wages shall not exceed the amount paid to the substitute hired to fill his/her position during the absence (differential pay).

3. The five (5) month period starts on the first day of the bus driver's absence.

4. If a substitute is not hired, no amount shall be deducted from the bus driver's wages.

5. Differential pay commences after the bus driver exhausts all accumulated sick leave, compensatory time, and vacation.

C. Personal Necessity Leave

1. Up to seven (7) total days of a bus driver's sick leave entitlement per year may be used for matters of personal necessity.

2. Such matters are defined as follows:

   a. Death of a member of the bus driver or spouse's immediate family. (In addition to Bereavement Leave)

   b. Serious accident or serious illness involving the bus driver or a member of the bus driver's immediate family.

   c. Serious situation affecting the bus driver's property or the property of a member of the bus driver's immediate family.

   d. Appearance in court as a litigant.

   e. Such other 'unique circumstances' that may be approved by the Assistant Superintendent/Business Services.

   f. 'Unique' is defined as a compelling situation that requires the bus driver's presence during the workday.

   g. Personal Necessity Leave under e. above shall be at the discretion of the Assistant Superintendent/ Business Services and shall not serve as precedent for any other request.

D. Immediate-Family

Immediate family shall be defined as the spouse, mother, mother-in-law, father, father-in-law, son, daughter, son-in-law, daughter-in-law, brother or sister, aunt or uncle, nephew or niece, grandmother or grandfather of the bus driver or of the bus driver's spouse or other relatives living in the bus driver's immediate household.

E. Bereavement

1. A bus driver will be entitled to a maximum of five (5) days paid leave in the event of an immediate family member's death. These five (5) days do not need to be consecutive but must be taken within three (3) months of the date of the family member's death.

2. These days are not deducted from sick leave.

F. Maternity/Paternity Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities.

2. A bus driver may be absent and use sick leave for disabilities caused by pregnancy, miscarriage, and/or childbirth of the bus driver or driver's spouse.

3. The necessity for use of such leave shall be verified by the bus driver's or spouse's doctor in writing to the Transportation Supervisor.

4. A bus driver may agree, in writing to take this leave without pay.

G. Family Care Leave

The Board shall grant, upon written request by any bus driver with more than one (1) year of continuous District service, an unpaid family care leave of up to four (4) months in a twenty-four (24) month period.

H. Industrial Accident Leave

- Per Education Code 45192

I. Jury Duty

1. Bus drivers required to serve on jury duty during their normal assignment will be entitled to paid leave less the amount received from the court.

2. The bus driver shall submit any jury pay stub or written verification received from the court (except for travel/parking reimbursement) to Business Services.

3. Bus drivers shall return to their work site, if there is at least one half (1/2) or more of their normal scheduled daily assignment remaining.

4. Jury duty hours are not included as hours worked for computing overtime.

5. The Superintendent/designee may request rescheduling of such duty if it would negatively impact District operations.

J. Court Duty

1. Bus drivers required to appear before Court as a subpoenaed witness for reasons other than misconduct or as a litigant, shall be entitled to paid leave.

2. The bus driver shall submit court attendance records and any witness fee received (except for travel/parking reimbursements) to Business Services.

K. General Leaves of Absence

1. Upon a bus driver's written request, the Board may grant up to a one (1) year unpaid leave of absence.

2. Reasons for leave may include but not be limited to the following examples:

Child Rearing	Educational Improvement
Political Activity	Travel

3. A bus driver returning from a leave of absence shall be entitled to return to the same or similar position held upon commencing the leave.

4. The bus driver and Transportation Supervisor shall attempt to agree upon a mutually agreeable schedule in advance of the leave.

L. Sick Leave Transfer

1. Any bus driver who has sick leave days accumulated at another California School District/County Office at the time hired in Dry Creek shall be credited with those days under the following conditions:

   a. Employed in the other district no less than one (1) calendar year

   b. Terminated that employment for reasons other than "for cause"

   c. Employed within one (1) year of such employment.

2 . It is the bus driver's responsibility to notify Business Services of sick leave eligibility, in writing, so that all necessary details may be completed.

M. Miscellaneous

1. All leave requests shall be responded to within (3) working days from the date the request form is submitted.

2. Bus drivers shall complete the appropriate absence form in advance of any leave request except in cases of emergency.

3. In cases of emergency, bus drivers shall complete the appropriate absence form as soon as they return to duty.

4. Bus drivers may elect to continue health benefits during periods of unpaid leave, at their own expense.

N. Unauthorized Leave

1. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the District.

2. Such unauthorized leave may include but is not limited to failure or refusal to provide service, unauthorized use of sick leave or any other leave, excessive absences, and non-attendance at required meetings.

3. A bus driver is on unauthorized leave when absent from required duties without approval.

4. The bus driver will receive no less than a deduction of pay for the period of/such absence.

O. Long Term Leave Non-Industrial

Health – See Board Policy #4261.12

P. Military Leave

1. a. A bus driver shall be entitled to paid leave up to a maximum of the first thirty (30) calendar days of duty, if ordered to enter active service during war or national emergency.

   b. Such bus driver shall be entitled to return to the same or similar position within six (6) months after being honorably discharged or placed on inactive duty.

   c. If electing to return, such bus driver shall notify the District, in writing.

2. a. A bus driver shall attempt to schedule service for duty such as Reserves/National Guard during their vacation or at times other than during the bus driver's assigned work year.

   b. If duty for such service is required to be scheduled during the bus driver's assigned work year, the bus driver shall be entitled to unpaid leave.

ARTICLE XX - NOTIFICATION OF ABSENCE

A. 1. Bus drivers absent, for any reason, shall notify the Transportation Supervisor or work site `as far in advance' as practical but no later than twenty-four (24) hours prior to the absence except for unforeseen or emergency situations.

2. If a bus driver is to be absent for reasons other than unforeseen or emergency situations, the notification shall be in writing on the Absence Report Form.

3. Any Notifications of Absence shall include the expected date of return to duty.

B. 1. Bus drivers shall notify the Transportation Supervisor of their intent to return, at least by the day prior to their return.

2. On returning, each bus driver shall complete an Absence Report form and submit it according to Business Services procedures.

C. Absence Report forms are available at the Transportation Office.

D. 1. Absence due to illness or injury may require written medical clearance prior to returning to duty, if requested by the Transportation Supervisor.

2. If required, the Transportation Supervisor will contact the bus driver as soon as its practical after Notification of Absence.

ARTICLE XXI - UNPAID DAYS OFF

A. If vacation opportunities are not available, 'unpaid days off' may be granted to a bus driver on terms acceptable to the Transportation Supervisor and the bus driver.

B. Bus drivers shall attempt to schedule 'unpaid days off' at times that are least disruptive to the operational and/or educational needs of the District.

C. Not more than one (1) bus driver shall be entitled to an unpaid day off on any one (1) day.

D. Bus drivers may apply for 'unpaid days off', on the Daily Employee Absence Report form, with the Transportation Supervisor at least five (5) work days prior to the desired date.

E. Approval of 'unpaid days off' shall be at the discretion of the Transportation Supervisor and shall not serve as precedent for any other request.

F. 'Unpaid days off' are limited to ten (10) per year.

ARTICLE XXII - VOLUNTARY SEPARATION FROM SERVICE

A. Resignation Notice

1. A bus driver is encouraged to provide the Transportation Supervisor with at least two (2) weeks written notice of intent to resign his/her position.

2. This notice is requested in order for the Transportation Supervisor to have the time and opportunity to secure a replacement.

3. The Transportation Supervisor shall provide a copy of a bus driver's written notice to resign to the Superintendent within two (2) working days of receipt.

4. The resignation, including effective dates, shall become 'official' on receipt and acceptance by the Superintendent.

B. Exit Interview

1. Bus drivers leaving the District, for any reason, shall be scheduled for an exit interview with Human Resources.

2. Arrangements for clearing any outstanding District debts, completing required forms, and receiving final pay also will be made at this time with Business Services.

3. Prior to leaving, bus drivers will return all District furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and handbooks to Transportation Supervisor.

C. Abandonment of Position

1. A bus driver is considered to have abandoned his/her position and voluntarily terminated District service if he/she fails to report to his/her scheduled work assignment, without any notice to the District, for three (3) consecutive work days.

2. Following this three (3) day period, the Superintendent/designee shall notify the bus driver, in writing, that he/she has voluntarily terminated his/her position.

3. Notification shall be sent by registered mail to the most recent address on file in the Business Office as provided by the bus driver.

ARTICLE XXIII - MODIFIED/LIGHT DUTY

A. The District recognizes that when bus drivers suffer work-related injuries, modified or light-duty assignments minimize lost time and may serve to facilitate the transition back to regular duty. If practical, the District may offer this kind of temporary duty.

B. Modified or light-duty assignments may be designed to accommodate medical restrictions specified in writing by the bus driver's physician and are intended to address short-term duty. They shall not be used as a means to establish new assignments or displace other employees.

C. If the treating physician does not specify work restrictions, the Superintendent/designee may contact the physician to see if modified or light-duty work might be appropriate.

D. Bus drivers who are given such assignments shall receive written notification of the assignment which may include work as a bus driver or a different job classification at the bus driver's regular hourly pay rate.

E. 1. If temporary or light-duty is not arranged, he/she will be placed on appropriate leave until a position within the medical restrictions is assigned or until the medical restrictions are lifted.

2. If the bus driver rejects the assignment, sick leave shall be deducted from the bus driver.

ARTICLE XXIV - EVALUATION/PROBATIONARY PERIOD (Effective 7/1/98)

A. The District endorses a continuous program of evaluation of all bus drivers. The basic objective of evaluation is to improve the performance of District bus service.

B. All probationary bus drivers are required to satisfactorily complete their six (6) month probationary period prior to being considered permanent.

C. 1. All probationary bus drivers shall receive at least two (2) progress reports and one (1) performance evaluation each year.

2. All permanent bus drivers shall receive at least one (1) evaluation every other year.

E. The evaluation process consists of a written Performance Report completed by the Transportation Supervisor, a review of the Report in a meeting between the bus driver and Transportation Supervisor, and the opportunity for the bus driver to comment orally or in writing.

E. Any negative evaluation shall cite specific reasons for needs improvement or unacceptable performance, specific recommendations for improvements, arrangements for assisting the bus driver in implementing these recommendations, and the period of time during which performance improvement is expected.

F. After reviewing and discussing the written evaluation with the Transportation Supervisor, the bus driver shall sign the evaluation confirming only that the discussion and review have taken place.

G. If the bus driver disagrees with the evaluation, he/she has the right to attach a statement to the District's copy. This statement must be submitted to the Business Office within ten (10) workdays of receipt of the bus driver's copy of the evaluation by the Transportation Supervisor.

H. A copy of the evaluation and bus driver statement, if any, shall be placed in the bus driver's personnel file and the bus driver shall receive a copy.

I. The content of any evaluation shall not be subject to the Complaint Procedure.

ARTICLE XXV - PERSONNEL FILES

A. Each bus driver shall have an individual personnel file. Business Services will maintain personnel records.

B. 1. Personnel records are not public information and will be treated as confidential. Personnel records will only be available to the bus driver, individuals authorized by the bus driver, the Superintendent, and individuals authorized by the Superintendent.

2. A log shall be maintained listing dates/names of any file reviews.

C. The file contains all relevant personnel information such as:

- Application for employment
- Required certificates
- Personnel related actions and forms
- Performance evaluations
- Disciplinary actions
- Compliments

D. Each bus driver has the right to review his/her personnel records and comment on the contents. Such reviews will take place at a prescheduled off-duty time and in the presence of the Superintendent/designee.

E. 1. A bus driver will be notified whenever any negative information is to be placed in his/her personnel file. At that time the bus driver has ten (10) workdays to review and comment on the information. Any comments will become part of the records.

2. This review will take place during normal work hours and the bus driver may be released from assigned duties without any loss of pay. This review will take place in the presence of the Superintendent/designee.

F. A bus driver may not remove any material from the personnel file. If a bus driver requests copy of any material, that bus driver may be required to pay the cost of making copies.

G. The District shall provide bus drivers with copies of all complimentary correspondence received by the District except employee references.

ARTICLE XXVI – LAYOFFS (Effective 7/1/98)

A. Bus drivers shall be subject to layoff for lack of work or lack of funds.

B. 1. Seniority shall be determined by date of hire as a bus driver.

2. If two (2) or more bus drivers have the same hire date, seniority shall be determined by lot

3. Bus drivers shall be laid off by inverse order seniority.

C. Bus drivers shall receive notice of the layoff thirty (30) days before the effective date. They shall be informed of their reemployment rights and displacement rights.

D. 1. In cases where specially funded programs expire at the end of any school year, bus drivers subject to layoff for lack of funds shall receive written notice on or before May 29.

2. The notice shall inform them of the layoff effective at the end of the school year and of their displacement and reemployment rights.

3. If the termination date of the specially funded program is other than June 30, the notice shall be give at least thirty (30) days before the effective date of the layoff.

E. 1. Bus drivers laid off are eligible for reemployment within a period of thirty-nine (39) months and shall be reemployed in preference to new hires.

2. Bus drivers on layoff have the right to apply for vacant positions during the thirty-nine (39) month period.

F. 1. If bus drivers take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, they shall have the same rights as bus drivers laid off.

2. They shall retain reemployment eligibility for an additional period of up to twenty-four (24) months, provided that the same criteria under which they qualified when hired are still applicable.

G. 1. When a vacancy occurs, the most senior bus driver in that class on the reemployment list will be notified by certified U.S. Mail at his/her last known address and given the opportunity to accept or decline the opening.

2. He/she must advise the District of his/her decision no later than five (5) workdays following notification.

3. If he/she accepts, he/she must report to work no later than five (5) workdays from the notification date.

4. If he/she declines the opening, fails to respond, within the five (5) workdays, or accepts but fails to report, his/her name will be removed from the reemployment list and he/she will forfeit all other entitled rights.

H. Any laid off bus driver will be reemployed with all rights and benefits accrued at the time of layoff.

ARTICLE XXVII - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an allegation that there has been a violation, misinterpretation or misapplication of a specific written provision of this Agreement.

2. A grievant is the bus driver(s) or ATU Representative making the claim.

3. A day is when the District office is open for business.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest supervisory level, contractual problems which may arise.

2. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

3. Nothing will limit the right of any bus driver having a grievance to discuss the matter informally with the Transportation Supervisor and have the grievance adjusted without intervention of ATU, provided that the adjustment is not inconsistent with the terms of this Agreement.

4. Time limits may be extended by mutual consent.

C. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the matter by scheduling an informal conference with the Transportation Supervisor. The grievant and District may each have a representative present.

D. Level 1

1. ATU and the District have the right to have a representative present at any formal levels.

2. Within ten (10) days after the knowledge of the act or omission giving rise to the allegation, the grievant must present his/her grievance in writing to the Transportation Supervisor.

3. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific sections of the agreement alleged to have been violated, any relevant information provided at the informal conference and the specific remedy sought.

4. The grievant shall schedule a conference with the Transportation Supervisor.

5. The Transportation Supervisor shall communicate his/her decision to the bus driver in writing, within ten (10) days after the conference.

E. Level II

1. If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Assistant Superintendent, Business Services.

2. This statement shall include a copy of the original grievance and appeal, any relevant information, and a clear concise written statement of the reasons for the appeal.

3. The grievant shall schedule a conference with the Assistant Superintendent, Business Services.

4. The Assistant Superintendent, Business Services shall communicate his/her decision to the grievant, in writing, within ten (10) days following the conference.

F. Level III

1. If the grievant is not satisfied with the decision at Level II, ATU shall, within ten (10) days of receiving the written decision at Level II, notify the Assistant Superintendent, Business Services in writing that they will request the services of a State Mediator.

2. The ATU representative shall then contact the State Conciliation Service and request that a mediator be provided.

3. The mediator shall be presented with the positions and facts from both parties and attempt to resolve the disagreement.

4. The mediator will have no power to add to, subtract from or modify the terms of this Agreement or the District's written policies, rules, regulations and procedures.

5. Any mutual agreement by the parties shall be final and binding.

G. Guidelines

1. Meetings regarding grievances shall normally be held before or after the bus driver's regular working hours.

2. All grievance proceedings will be kept confidential as may be appropriate.

3. The grievance form shall be mutually developed by both parties.

NOTE: Issue related to discipline shall be covered under Board Policy #4218 and shall not be part of this agreement.

ARTICLE XXVIII - FRINGE BENEFITS

The District will make available for full time bus drivers and their dependents the following benefit plan alternatives:

2026-2027 Fringe Benefit Options & Rates

**FTE = Full time equivalent

District Monthly Allowances:	1.0 FTE	.75 FTE	.5 FTE
Employee Groups:			
ATU (Transportation)	$818	$613.50	$409
Confidential	$814		
CSEA (Classified)	$849	$636.75	$424.50
DCTA (Certificated)	$823.67		$411.84
Management/Board Members	$809		

To determine your monthly out of pocket amount:
combine all plan costs (-) your monthly district allowance (=) total monthly cost

Health plans

Kaiser (optical not included in high deductible plan)				
Kaiser HMO w/Chiro & Optical	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO	$1,283	$2,566	$1,951	$3,015
Kaiser DHMO w/Chiro & Optical				
DHMO	$1,173	$2,345	$1,782	$2,755
Kaiser High Deductible Plan w/HSA				
($2,000/$4,000)	$922	$1,844	$1,402	$2,167
Kaiser High Deductible Plan w/HSA				
($3,000/$6,000)	$790	$1,580	$1,201	$1,857

Sutter Health Plan (optical not included)				
Sutter Health Plus HMO	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO	$1,265	$2,529	$1,921	$2,972
Sutter Health Plus DHMO				
DHMO	$1,011	$2,022	$1,536	$2,376
High Deductible HMO w/HSA				
($1750/$3500)	$944	$1,887	$1,433	$2,216
High Deductible HMO w/HSA				
($2,500/$5,000)	$836	$1,671	$1,269	$1,962

Western Health Advantage (optical not included)				
Western Health Advantage	Emp Only	Emp+Spouse	Emp+Children	Emp+Family
HMO Advantage	$1,010	$2,020	$1,536	$2,374
Western Health Advantage				
DHMO	$777	$1,554	$1,181	$1,826
High Deductible HMO w/HSA				
($1,800/$3,600)	$738	$1,475	$1,121	$1,733
High Deductible HMO w/HSA				
($2,800/$5,600)	$640	$1,280	$973	$1,504

Delta Dental

ATU, CSEA, DCTA, Management/Board employee groups	Emp + Family
Delta Dental DEL 1B (for all eligible dependents) $2,000 max/per person per calendar year w/50% ortho	$125.75
Confidential employee group	Emp + Family
Delta Dental DEL 2B (for all eligible dependents) $2,000 max/per person per calendar year	$112.50

Personify Indemnity Dental

ATU, CSEA, Confidential, DCTA, Management/Board employee groups	Emp + Family
Dental Indemnity w/ 50% ortho $2500 Max	$150.00

Vision Service Plan

ATU, Confidential, DCTA, Management/Board employee groups	Emp + Family
VSP (for all eligible dependents)*	$22.70
CSEA employee group	Emp + Family
VSP (for all eligible dependents)* ***At your own expense if selecting Kaiser HMO**	$27.40

B. 1. Part-time bus drivers, who work twenty hours or more per week, shall be eligible for the above benefits and District allowance on an hourly prorated basis.

(E.g. work 6 hours ÷ 8 hours = 75%)

2. Effective January 1, 2000, bus drivers shall be eligible for Fringe Benefit proration based on assigned route hours **or** average hours of days in paid status in the prior quarter, **whichever is greater.**

Illustrations:

Quarter A

61 days in paid status x 8 hrs = 488
61 days in paid status x 5.2 average hours = 317
Proration: 317 ÷ 488 = 65%

Quarter B

49 days in paid status x 8 hours = 392
49 days in paid status x 4.7 average hours = 230
Proration: 230 ÷ 392 = 59%

NOTE – Fiscal Year Quarters

7/1/07 – 9/30/07	1/1/08 – 3/31/08
10/1/07 – 12/31/07	4/1/08 – 6/30/08

C. The District and all bus drivers shall follow the rules and regulations of the fringe benefit carriers/administrators.

D. 1. Newly hired bus drivers and/or current bus drivers, whose work week is increased to twenty (20) hours or more, need to correctly fill out all required forms and provide them to Business Services prior to their 1st work day.

2. Above bus drivers shall be 'eligible' for implementation of fringe benefit coverage as follows:

1st Workday*	1st Day of Eligibility
1st – 15th	1st day of following month
E.g. August 3	1st day of September
16th – 31st	1st day of following month
E.g. August 24	1st day of October

*Paid status

3. Failure to provide required forms in a timely manner (#1 above) may cause a delay in implementation of fringe benefit coverage (#2 above).

E. State Disability Insurance (SDI) became effective April 1, 1994. For information regarding the benefits, contact Business Services.

F. Pursuant to COBRA, eligible bus drivers and their dependents who meet COBRA qualifications may elect to remain in the District-offered health care plan at their own expense. Arrangements for advance payment shall be made with Business Services.

G. The term dependents set forth in Section A, above, shall include domestic partners, as defined by California Family Code Section 497. A domestic partner is defined as two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. The elements, which must be met to qualify as a domestic partner, are:

1. Both persons have a common residence.

2. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.

3. Neither person is married or a member of another domestic partnership.

4. The two persons are not related by blood in a way that would prevent them from being married to each other in the State of California.

5. Both persons are at least eighteen (18) years of age.

6. Both persons are capable of consenting to the domestic partnership.

7. Neither person has previously filed a Declaration of Domestic Partnership that has not been terminated.

8. Both persons are members of the same sex or, are members of the opposite sex and at least one partner is over the age of 62 and meets the criteria of the Social Security Act.

In order to be eligible for dependent benefits the employee and his/her domestic partner must have filed a valid Declaration of Domestic Partnership with the Secretary of State pursuant to Division 2.5 commencing with Section 297 of the California Family Code and must provide a filed stamped copy to the District. The employee must also sign a reimbursement statement certifying as follows:

I, (name of employee), agree to reimburse the District, or its designated health service plan for an expenditures made by the District or designated health service plan carrier for medical claims, processing fees, administrative charges, costs, and attorneys fees on behalf of the domestic partner if any of the documents submitted to register the domestic partnership or to obtain services for the domestic partner through the District's health and welfare benefit service plan is found to be incomplete, inaccurate, or fraudulent.

The employee shall be financially responsible for any increased cost of covering his/her domestic partner that exceeds the District contribution allowance, set forth in Section A above.

In the event the domestic partners dissolve their domestic partnership, within thirty (30) days the employee must provide the district with a copy of the notice filed with the Secretary of the State declaring that the domestic partnership is dissolved. In such case, the former domestic partner of the employee shall no longer be considered a dependent for purposes of this article.

ARTICLE XXIX - WAGES

A. Step Advancement

1. All bus drivers are required to be in a paid status at least 75% of their 'assigned work year' to earn step advancement.

2. Bus drivers hired prior to July 1, 1991, may be eligible to earn step advancement on the 'lst day of the month' in which their 'hire date anniversary' occurs.

3. Bus drivers hired after July 1, 1991, shall have 'July 1' as their eligibility date to earn step advancement.

B. 1. Bus drivers requested by their supervisor to use their car in performance of their duties shall be reimbursed at the IRS authorized per mile rate.

2. Verification of travel shall be provided by the bus driver on the appropriate District form.

C. Initial Step Placement/New Hires

Upon initial hire, new bus/van drivers may be placed at an appropriate salary range for previous work experience directly related to the position. The Director of Human Resources, or designee, shall determine the initial placement of new employees based on a review of the employee's previous experience.

D. Wages

1. The hourly wage schedule shall be increased by 1.07%, effective July 1, 2024.

2. Ranges

Dry Creek Joint Elementary School District
Transportation
Hourly Wage Schedule
2026-27

		Steps					
Range	**Description**	**A**	**B**	**C**	**D**	**E**	**F**
1	**Van Driver**	19.98	21.03	22.07	23.21	24.34	25.55
2	**Bus Driver**	27.13	28.48	29.90	31.41	32.98	34.63
3	**Bus Driver Delegate**	28.74	30.18	31.68	33.27	34.93	36.67

Stipends recognizing continuing education:
Associate of Arts degree - $250 annual stipend
Bachelor's degree - $500 annual stipend
Master's degree - $750 annual stipend

Longevity at beginning of: 9-12 years $525, 13-16 years $975, 17-20 years $1,425, 21+ years $1,875

HW Annual	$ 9,816.00
HW Monthly	$ 818.00

Board Approved: 10/8/2026

E. Longevity

1. Full time bus drivers will be provided with a longevity bonus payable as follows:

- At beginning of 9-12 years District service.....$ 525
- At beginning of 13-16 years District service .....$ 975
- At beginning of 17-20 years District service.....$1425
- At beginning of 21+ years District service.....$1875

2. The amount shall be prorated for part-time bus drivers.

E.g. Duty days assigned x daily work schedule = % = $

1. 185 days x 8 hours = 1,480 = 100% = $525
2. 185 days x 6.4 hours = 1,184 = 80% = $420

3. Eligibility shall be determined by current procedures in Section A, above.

4. Longevity bonus shall be added to the drivers' monthly wages.

(e.g. $525 ÷ 12 = $43.75 mo.)

ARTICLE XXX - PAYROLL PLAN

A. Due to the conversion to the single-academic calendar, effective July 1, 2002, annual wages will be based on twelve (12) equal monthly payments based on contracted hours. Paychecks shall be available on the last working day of each month.

B. Payroll dates for extra time shall normally include the 26th through the 25th of each month. Paychecks for extra time will normally be available on the tenth (10th) of each month.

NOTE: Holidays, vacation, and sick leave shall be credited at the route hours scheduled for that day.

ARTICLE XXXI - SEVERABILITY

A. If any provision of this Agreement or any application thereof to any bus driver is held to be invalid by a court of competent jurisdiction or to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

B. Any such provision or application above shall then be subject to negotiations between the parties upon request of either party.

ARTICLE XXXII - COMPLETION OF MEET AND NEGOTIATE

A. The parties agree that neither is obligated to meet and negotiate any subject or matter, covered in this Agreement, even though such subject or matter may have been within the knowledge of the District or ATU at the time they met and negotiated this Agreement, and even though such subjects or matters were proposed and later withdrawn.

B. It is understood and agreed that the specific provisions contained in this contract shall prevail over any written or verbal past practice or procedure.

C. Should ATU or the District desire to discuss any contract related problem, any alleged past practice or procedure not covered by a specific provision of this contract, or any matter of mutual concern, a meeting shall be arranged upon request and mutual agreement of both parties.

ARTICLE XXXIII – DURATION

A. The Agreement shall become effective upon ratification by both parties and shall continue in effect up to and including June 30, 2028.

B. Both parties agree that negotiations for 2026-2027 and 2027-2028 are complete with exception of two non economic articles that may be selected by each party for the 2027-2028 school year.

C. ATU and the District will comply with State law requirements regarding the public notice requirements for reopeners and a successor contract.

D. This Agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is reached between the parties.