

MASTER AGREEMENT
BETWEEN
THE HOMER BOARD OF EDUCATION
AND
THE HOMER SCHOOL BUS DRIVERS' ASSOCIATION
2020-2021



This agreement, entered into this 1st day of July, 2020 made between the BOARD OF EDUCATION OF THE HOMER COMMUNITY SCHOOL DISTRICT, hereinafter called "the Board" and the HOMER SCHOOL BUS DRIVERS ASSOCIATION, hereinafter called "the Association."

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ASSOCIATION RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under law of the State of Michigan, The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or condition of employment by reason of his membership in the Association.

ARTICLE I

RECOGNITION AND DEFINITION

The board recognizes the Association as the sole and exclusive bargaining representative for all Homer School Bus Drivers regularly employed by the Board, it specifically being the intent of the parties hereto that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights, benefits or obligations under this contract.

ARTICLE II

A. PHYSICAL EXAMINATION

1. The Board may, at its discretion, require any employee to submit to physical, including a blood test, and/or psychological, or psychiatric examination at any time. Such examination will be paid for by the Board.
2. Selection of physician shall be made by the employee, subject to approval and consent of the board, at a rate not to exceed the amount charged by the Doctor selected by the School for other school related physicals and reported on a Board approved form.
3. In the event that the results of the examination are not acceptable to either party the services of a recognized medical center or hospital may be obtained for this examination. The results of this examination shall supersede that of the original physician. Expenses are to be borne by the requester.
4. For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray or Tuberculin Test as a condition of entering employment. (Testing of freedom from active tuberculosis is on a three (3) year schedule as of the 1980-81 school year.) Any expenses involved in furnishing proof shall be the responsibility of the employee. Tuberculin test may be substituted for the annual test for those whose x-ray showed negative on employment. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board of Education shall return the employee to his former employment or equivalent duties, without prejudice.

B. MATERNITY LEAVE

The Board of Education shall grant a leave of absence for maternity without pay to any regularly employed bus driver, upon written request for such leave, accompanied by a statement from employee's doctor of employee's pregnancy and the date of expected delivery.

1. Application for Leave
The employee shall apply for a leave of absence no later than three (3) months previous to the expected date of normal birth of the child.
2. Effective Leave Date
The employee shall begin leave at mutually agreed date that has been decided upon with the administration prior to the expected date of normal birth of the child. If a date cannot be agreed on, the Board, for the protection of the expectant mother shall set a cut-off date of employment no later than four (4) months prior to the expected date of delivery.
3. Duration of Leave
Such leave of absence shall be a period not to exceed the school year in which the pregnancy occurs. However, under certain circumstances, the leave may be renewed at the discretion of the Board upon application of the school bus driver.

C. ADOPTIVE LEAVE

If requested by the foster parent within thirty days after the child is assigned, shall be granted for a period of not to exceed unfinished year. Employee shall be placed on leave without pay.

D. MEDICAL LEAVE

Medical leaves for physical or psychological reasons, may be requested and approved for a period of ten (10) to thirty (30) days by the superintendent. These requests shall be in writing. Extension of such leaves may be granted at the discretion of the Board for up to one (1) year total leave. Upon written request for return to work, from a leave over thirty (30) days, the bus driver must present completed physical examination forms approved by two doctors which verify their health and acceptable physical condition to perform their duties as a bus driver.

E. REGULAR DRIVER

Any driver with a scheduled driving assignment.

F. REGULAR RUN

Any scheduled run paid the regular run rate.

G. TECHNOLOGY CENTER DRIVER

Regular driver who is paid an hourly rate as listed in Article XI Pay Schedule.

**ARTICLE III
WORKING HOURS**

Working hours shall be established by the Board.

**ARTICLE IV
RETIREMENT**

Any bus driver wishing to work beyond the age of sixty-five (65) shall be required to be approved, as a driver, each year by the Board. The board will require one to two physical examinations and written evaluations prior to approval to drive a bus each year.

**ARTICLE V
SICK LEAVE**

1. Drivers' Personal Sick Runs Determined As Follows:

2 runs/day - Drivers receive 14 paid sick runs or 7 days a year and may accumulate to 120 sick runs or 60 days.

1 run/day - Drivers receive 7 paid sick runs or 7 days a year and may accumulate to 60 sick runs or 60 days.

2. Up to three (3) sick days per year may be used for funeral leave for the immediate family.

3. Extra trips are not to be counted for sick leave.
4. Notice should be given to the bus supervisor at least one (1) hour or more before the run's starting time to qualify for pay.
5. A driver who retires and has put in ten (10) or more years driving service for the Homer School system can receive (35%) of his or her accumulative sick pay as of the time that he or she stops driving. For 15 years or more of driving service for the Homer School System a driver who retires can receive (50%) of his or her accumulative sick pay as of that time that he or she stops driving. The payment shall be made under an approved special pay plan exempting the payment from employer and employee FICA taxes.

ARTICLE VI MICHIGAN PAID MEDICAL LEAVE ACT

In accordance with the Michigan Paid Medical Leave Act ("MPMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year:

- 1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.**
- 2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.**
- 3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.**

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year and worked an average of at least 25 hours per week during the immediately preceding calendar year.

ARTICLE VII GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation of this Agreement. Should an employee feel that there has been a violation of this agreement, he will take the following steps:

(Step 1) The employee shall notify in writing the designated representative of the association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the employee's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

(Step 2) The employee and/or the designated representative may discuss the grievance with the supervisor informally within ten (10) days of the alleged violation.

(Step 3) If no satisfactory conclusion is reached within ten (10) days following the discussion set forth above, the employee and/or the designated representative shall present in writing within ten (10) days from the discussion in Step (2) the alleged violation and request an interview with the Superintendent. Written grievance shall contain the following:

1. It shall be specific
2. It shall name and be signed by the employees involved.
3. It shall contain a statement of the facts upon which the grievances are based.
4. It shall contain a reference to the articles and sections of the agreement which have been allegedly misinterpreted or violated.
5. It shall state the relief requested.

Within ten (10) days after the written request is filed with the Superintendent, he shall have a hearing concerning the alleged grievance. A decision in writing by the superintendent shall be given to the employee and the designated representative within ten (10) days after the hearing.

(Step 4) If this decision is not satisfactory, the employee may file his alleged grievance with the Board in writing, countersigned by the designated representative at least ten (10) days prior to the next regular Board meeting.

The Board shall place said grievance on the agenda of its next regular meeting at which time the employee and/or the designated association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the employee and/or the designated representative may file his grievance with the State Labor Mediation Board as provided by law.

Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

Should an employee be satisfied with a decision at any level, or leave the employ of the Board, all further proceedings on said grievance shall be barred.

The association shall designated a representative and will designate alternates in case of their absence.

ARTICLE VIII STRIKE PROHIBITION

The Association recognized that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, by public school employees, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate,

participate in, encourage or support any strike against the Board by any employee or group of employees.

**ARTICLE IX
RESPONSIBILITY OF THE SCHOOL BUS DRIVER**

- A. The bus driver shall observe and obey all rules and regulations as prescribed in the "Bus Drivers Handbook" which shall be distributed annually with the individual contracts. Violations thereof may be grounds for discipline or discharge.
- B. Absenteeism - Regular drivers are expected to drive regularly. Frequent or prolonged absenteeism, except in the case of illness, should be discouraged.
- C. Bus drivers are expected to gas their own buses, keep interior clean, and report all maintenance problems to the bus supervisor.
- D. All bus drivers are expected to comply and follow Federal; Department of Transportation guidelines as they relate to their duties.

**ARTICLE X
EXTRA TRIPS**

- A. Extra Trip Pay - Drivers will be paid a minimum of two hours pay for extra trips. Drivers will be credited with fifteen (15) minutes of clocked time at the start of the trip, which will be based on the scheduled departure time of the trip. However, for purposes of overtime and retirement, a time clock card system will be used to calculate hours actually worked for computation of overtime and retirement service credit.
- B. The Transportation Supervisor shall assign extra trips on a rotating bases for equal chance for all regular drivers.
 - 1. All regular drivers signing for extra trips will be placed on a monthly rotating list with total of extra trips to date.
 - 2. As extra trips come in the drivers on this list with the least number of extra trips will be asked in succession to take them.
 - 3. If an extra trip is over eight (8) consecutive hours or longer (driving time), a second driver shall be added.

**ARTICLE XI
MISCELLANEOUS**

- A. Major re-scheduling of routes by administration shall be deemed a legitimate reason for re-negotiating the wage schedule. The exception would be if the district went to a double-run schedule.

- B. The Board agrees to furnish the Association in response to reasonable requests from time to time all available compiled information it shall be at the expense of requester.
- C. Homer School Bus Drivers employed by the Board who are not members of the Association shall enjoy all rights and privileges of this master contract.
- D. The drivers must be responsible to be available for school bus driving for emergencies. When it becomes necessary to dismiss school because of an emergency situation and a regular driver cannot be contacted to drive they will still receive pay for the run. If this should happen more than once during the school year and the same regular driver cannot be contacted he or she will not receive pay for any of the runs beyond the first paid run.
- E. Drivers will be paid the contracted rate for a regular bus run. Retirement service credit for regular runs will be determined by establishing the length of a run during the first two weeks of school. Determination of the retirement time earned will be the responsibility of the transportation supervisor.
- F. Only certified bus drivers will drive Homer buses. The Board however, reserves the right to use the school van and school car for specified school trips, runs, and activities.

Local runs related to extracurricular program activities may be driven by the advisor if he/she is a certified bus driver.
- G. If there is a job opening in a certified or non-certified area at Homer Community Schools, two postings will be sent to the Homer School Bus Drivers Association, one for their records and one for the purpose of posting at the bus garage.
- H. Age appropriate Bus Safety programs will be held for all elementary children during the first six (6) weeks of the school year. The elementary principal and transportation director will be responsible to coordinate the Bus Safety program with input from the drivers.
- I. A drivers representative may be present at a driver's request at any administrative/drivers meeting.
- J. Because of higher than normal exposure to blood borne communicable diseases, the school will pay for other than normal immunizations (Hepatitis B shots).

**ARTICLE XII
PAY SCHEDULE**

- A. Regular Trips:
The regular run trip rate shall be **\$15.04 for the period July 1 to October 31** with a minimum of two hours paid. **The hourly rate shall increase to \$15.19 as of November 1. In recognition of the additional workload related to the COVID-19 pandemic, each driver with a regularly scheduled trip shall receive a one-time stipend of \$27.60 to be paid the 2nd pay in November.**

- B. Extra Trips:
The extra trip rate shall be **\$13.49 for the period July 1 to October 31** with a minimum of two hours paid. **The hourly rate shall increase to \$13.62 as of November 1.** For an extra trip in conflict with a regular run, the driver shall be paid **\$16.21 for the period July 1 to October 31** with a minimum of two hours paid. **The hourly rate shall increase to \$16.37 as of November 1.**

- C. Technology Center Runs:
The technology center trip rate shall be **\$19.06 for the period July 1 to October 31.** **The hourly rate shall increase to \$19.25 as of November 1.** **In recognition of the additional workload related to the COVID-19 pandemic, each driver with a regularly scheduled technology center trip shall receive a one-time stipend of \$34.96 to be paid the 2nd pay in November.**

- D. All employees covered by this agreement shall be paid in full semi-monthly. Pay dates will be the 10th (for time worked the 16th thru the previous month end) and 25th (for time worked the 1st thru the 15th) of each month. If the 10th or 25th falls on a weekend or holiday, pay will occur on the previous business day.

- E. Commercial Driver's License: Regular drivers will receive reimbursement for their CDL license.

- F. Drivers not notified of a school cancellation or delay by 6:00 a.m. will receive a \$10 flat rate pay. Drivers are responsible for updating contact information in the superintendent's office.

- G. All regular run drivers will receive up to and including three (3) paid snow days at their regular run rate.

- H. Regular Homer Community School bus drivers will receive the following longevity bonuses:

3 to 5 years	\$125.00
6 to 10 years	\$200.00
11 to 19 years	\$260.00
20 or more years	\$290.00

- I. All regular Homer Community School bus drivers shall receive **up to nine** paid holidays. They are **Labor Day (if school is in session prior to Labor Day)**, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Mid-Winter Break, (unless school is in session), Presidents' Day (unless school is in session) and Memorial Day. Drivers will be compensated at the regular run (per day) wages.

- J. For those employees eligible for medical insurance coverage under the Patient Protections and Affordable Care Act, the Employer will pay for:
 - Single Subscriber Medical Coverage under MESSA ABC Plan 1
 - Dental, vision and life insurance coverage package
 - Medical coverage for dependents is available at the employee's expense.

- K. The District agrees to pay \$625 to the active regular drivers. This will be paid one half (\$312.50) on the first pay in November to active regular drivers only and one half (\$312.50) on the first pay in June unless the regular driver receives health insurance provided by the District.

- L. Drivers agree to wash their bus one time per month. A driver may arrange to have another driver perform this task on their behalf. If a bus warrants additional washing beyond the one time per month, a driver will do so with the approval of or at the request of the Transportation Director. Compensation will be for one hour at the extra trip rate.
- M. Regular bus drivers will receive a \$125 per semester or \$275 for entire school year bonus for perfect attendance. Absences for funeral leave do not count (for this language only) as an absence.
- N. The Board of Education will pay every three (3) years for bus driver jackets. Jackets will all be the same and approved by the Driver Association, Transportation Supervisor, and Superintendent prior to purchase. New drivers with one (1) years seniority will be provided with a jacket by the Board.
- O. Bus driver fees and/or admission to events while driving for extra trips will be covered by the school or the group sponsoring the event.
- P. Regular drivers agree not to take extra trips that will put them into an overtime situation. Exceptions will be made when no other regular drivers are available and with the approval of the Transportation Director.
- Q. Drivers assigned to a daily run out of District radio range will be paid a cell phone allowance of \$50 per year, subject to state and federal income tax.

**ARTICLE XIII
POLICY**

- I. OPENINGS
 - A. An opening regular run shall exist when:
 - 1. A regular driver has resigned from his/her run or has relinquished all rights to reclaim a run.
 - 2. A driver has been relieved of his/her duties by the administration for cause (termination of employment, did not return from approved leave, etc.).
 - 3. Openings do not exist when a driver is on an approved leave.
 - B. Seniority ends upon termination of employment. When a driver resigns or his/her employment is terminated, but later wishes to RETURN TO WORK as a bus driver for Homer Community Schools, his/her application shall be considered with other applicants, with full consideration being given to prior bus driving experiences. Retired employees that are rehired to do not qualify for seniority or benefits.

- C. A RESIGNATION and/or REQUEST FOR LEAVE should be presented in writing to the Transportation Director two (2) weeks in advance, and acceptance of same should be in writing to the driver by the Transportation Director.

II. POSTING

- A. When a run has been determined to be open by the Transportation Director and/or Superintendent, the opening shall be posted on the Bus Drivers' Bulletin Board at the Bus Garage for seven (7) calendar days; and a copy of this posting shall be given to the designated driver representative. The posting shall include the following information:
 - 1. Date posted and date response is expected.
 - 2. Number of route being posted as an open run.
 - 3. Description of route and any special needs.
 - 4. Date driver will start on route.
- B. All REGULAR Drivers shall be eligible to bid on the posted open. Regular and substitute drivers wishing to bid on the opening shall respond to the Transportation Director by the designated date, and shall also indicate his/her intention to bid, on the posted opening. This indication can be verbal, followed by the date of the initialing on the posted sheet on the bulletin board.

III. APPOINTMENTS

- A. If more than one REGULAR driver bid on the opening, the following shall be given consideration:
 - 1. SENIORITY- (number of semesters of continuous service).
If drivers having the same number of semesters of continuous service bid on the opening, the first day of actual driving on a regular run will be considered. See I. B.
 - 2. SPECIAL REQUIREMENTS or QUALIFICATIONS of the run posted (Spec. Ed., Vo Ed, discipline, etc.)
 - 3. SUPERVISOR'S WRITTEN EVALUATION of job performance (discipline, driving skills, confidence, driving record, etc.).
 - 4. ATTENDANCE RECORD, AVAILABILITY and PROBATION.

THE TRANSPORTATION DIRECTOR WITH THE SUPERINTENDENT SHALL MAKE THE FINAL DECISIONS ON FILLING THE JOB. SENIORITY BY SEMESTERS SHALL DETERMINE CHOICE UNLESS SPECIAL CIRCUMSTANCES (1, 2, 3, 4 above) MUST BE GIVEN CONSIDERATION. Written notice will be given to the driver by the Transportation Director.

- B. SUBSTITUTE drivers will be considered regular run openings only when no eligible regular driver bids on the open run. The substitute driver with the MOST NUMBER OF SEMESTERS

OF CONTINUOUS SERVICE will be considered first. However, all other qualifications MUST be given full consideration.

1. Skills examiner's evaluation at time of driver's road test.
2. Regular bus driver evaluation during road test preparation.
3. Supervisor's written observations and evaluations.
4. Disciplinary skills demonstrated.
5. Driver's confidence.
6. Driving experience (past and present, prior to school bus driving experience, etc.)
7. Availability and attendance record.
8. Special requirements of the run and other qualifications.

C. When a substitute driver has bid on and been assigned to a 1, 2, or 3 trip open regular run, his/her name shall be placed at the bottom of the seniority list of regular drivers; and he/she shall start accumulating seniority and other benefits available to regular drivers (such as sick leave, extra trip assignments, etc., as listed in the current Bus Drivers' Association Contract).

D. If more than one driver bids on an opening, the driver not assigned to the run shall be so notified by the Transportation Director and reasons will be stated.

E. If no regular or substitute driver is appointed to a posted opening, the job may be advertised and a new driver may be trained and hired.

F. The TRANSPORTATION DIRECTOR WITH THE SUPERINTENDENT HAVE THE RIGHT TO MAKE THE FINAL DECISION. Written notification will be given to the driver appointed. (see current Contract. MANAGEMENT RIGHTS, Item B, page 1)

G. Five day driving trial period on newly bid bus routes. The position being vacated will not be open until the end of the five day trial period and the newly bid position has been accepted.

IV. SUBSTITUTES

A. When a substitute is needed for special runs the sub will come from regular drivers according to seniority.

B. If the school, when getting a substitute, fails to follow the seniority procedure for substitute on a special run-the driver passed over will get pay for the special run rather than their regular run.

V. EXTRA TRIPS

A. Extra trips will continue to be assigned by rotation to regular drivers. If no regular driver is available for extra trips, the substitute will then be contacted.

- B. Probationary drivers should not be asked to take extra trips during their probation period (except in cases where no regular drivers or experienced substitute drivers are available). They will be given a chance to gain experience on extra trips after they have been driving on a regular run for at least 45 days. If asked to take extra trips after dark, adequate day trip experience shall be required.
- C. Extra trip drivers will be allowed a reasonable radius from destination for meals.

VI. REASSIGNMENTS

Driver run assignments should be made by bid on posted openings. However, extenuating circumstances may show a need to reassign a driver(s). This decision and reassignment shall be made by the Transportation Director with the Superintendent.

VII. BUMPING

- A. A regular 1 run/day driver may NOT bump a substitute driver who has agreed to take a particular run as a substitute for a specified period of time unless:
 - 1. The regular driver on leave had originally indicated in writing a possibility of returning from the leave of absence earlier than the date originally agreed to, AND
 - 2. The substitute driver had been notified of this possibility at the time he/she was asked to substitute, AND
 - 3. He/she was an available regular driver when the substitute job became available.
- B. Substitute drivers should not be hired in place of regular driver for extended periods of time (i.e. 60 days or more).
- C. In case of a layoff, a regular driver can bump a substitute driver.
- D. Elimination of a bus run: Whenever it is determined that it is necessary to eliminate a technology or a regular run then the affected driver may utilize their seniority to displace the least senior driver.

VIII. PROBATIONARY PERIOD

- A. The probationary period for new bus drivers shall be no less than one school year, excluding extra trips. Probationary period for extra trips - Drivers will be given a chance to gain experience on extra trips after they have been driving on a regular run for not less than forty five school days.
- B. During this time the Transportation Director will work closely with the driver(s) and will seriously evaluate his/her performance. Such evaluation will be discussed with the driver and shall be in writing. (Refer to Contract, MANAGEMENT RIGHTS B, and section III B,

Items 1 through 8 in this policy.) During this period of time, the Transportation Director with the Superintendent may relieve the driver of his/her duties for cause.

- C. All substitute drivers are considered on probation. Consideration will be given for total number of substitute runs.
- D. Regular drivers may be placed on probation as in VIII B. for unsatisfactory performance, excessive absenteeism, etc.
- E. Probationary periods may be extended by the Transportation Director with the approval of the Superintendent.
- F. The driver and Drivers' Association Representative should be notified of any action taken under Items A-C above, with reason stated.

IX. SPLIT RUNS

The Board of Education and Administration do not feel it is advisable to have split runs. Split runs can cause discipline problems missed stops, and unsafe conditions.

A regular run including morning and evening trips is considered split if it has more than one driver. It is acknowledged that on occasion a split run may be necessary, but only with Transportation Director and Superintendent approval.

BOTH drivers must follow the same discipline practices or split runs will not be continued, regardless of seniority.

- A. Any driver driving only one run would be able to accumulate only 1/2 year of seniority per year.
- B. Any driver resigning one run would not give up their accumulated seniority to that date.
- C. Any driver driving only one run would not be eligible to take extra trips. They may be called, by seniority, should an extra trip not be filled by a regular driver.

X. LOADING

Drivers are expected to be at their buses before any students shall board the bus. Doors will be kept closed and keys removed from the ignition when the driver is not present. Students shall not board the bus when the driver is absent.

XI. ATTENDANCE

- A. Drivers are expected to be available for work every day with the exception of necessary sick days or for approved short term leaves. (See Contract, Article VIII, Section B)
- B. When 'Not Available' days exceed a reasonable number of days ten (10), a letter of warning will be issued.

- C. Continued excessive absences shall be cause for disciplinary action such as probation, suspension, reassignment, or dismissal.
- D. Regular drivers that take more than 40 runs without pay will forfeit their right for extra trips for the remainder of the school year.
- E. Employees who are absent for any reason shall report such absences to the office and submit an electronic request on the District's attendance system if they want consideration or approval for sick leave. Employees may be required to document sick day absences that occur the day before or the day after a holiday.

VII. LEAVES

- A. When a driver cannot be available for work 2-10 days, he/she must (at least 2 days in advance) request and be approved for a short term leave. This request could be made by phone followed by a letter stating the reason.
- B. Medical Leaves may be requested and approved for a period of 10-30 days by the Superintendent. These requests should be in writing. Extension of such leaves may be granted at the discretion of the Board of Education (See Article II, Section A, Physical Examinations, Item 1, Bus Drivers' Contract.)
- C. Prior to granting of a short-term leave where an employee is unavailable for work, they must exhaust any vacation time they have available before being granted a leave without pay.
- D. Maternity Leave - (See Article II, Sections B and C, Bus Drivers' Contract.)
- E. Sick Leave - (See Articles V and VI)
- F. A regular driver who has been on leave and returns early (see Section VII, Bumping) must establish his availability the night before by:
 - 1. Volunteering to substitute, or
 - 2. Volunteering to drive his/her regular run.
 - 3. As stated in Section VII. Bumping a regular driver CANNOT bump a substitute UNLESS he/she had indicated his/her intention to return from leave early when applying for a leave.
- G. SNOW DAYS - A regular driver on leave may receive snow day pay providing:
 - 1. He/she had a specific date prearranged on which he/she may return early from leave, AND

2. Makes known his/her availability to the Transportation Director by:
 - a. calling in a day in advance before his/her run for which he/she was granted a leave, AND
 - b. if he/she calls BEFORE school is closed due to bad weather.

H. BUSINESS DAYS

A maximum of three (3) days, or 6 runs, absence per year non-accumulated may be granted to a bus driver for personal business days. It is expressly understood that these days shall not be granted if arrangements can be made to avoid their use and the drivers shall request permission at least 48 hours in advance of the expected day of absence. These days may not be used on the work day proceeding or succeeding a vacation or holiday. Although drivers need not reveal their reasons for requesting personal business days, it is understood that these days are only for business that cannot be contracted at any other time. Personal business days shall not be used for social or recreational activities or to engage in other employment opportunities.

XIII. SUMMER ASSIGNMENTS

Summer assignments will be divided between those drivers who have indicated an availability for full time driving during the summer vacation period. Regular drivers will be contacted first. If no regular drivers are interested in these extra assignments, substitute drivers will then be contacted.

ARTICLE XIV DURATION OF AGREEMENT

This Agreement shall be effective with as of July 1, 2020 and shall continue in effect until June 30, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Homer Board of Education and the Homer School Bus Drivers' Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplated of either or both of the parties at the time that they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

HOMER SCHOOL BUS DRIVERS
ASSOCIATION

BOARD OF EDUCATION OF THE
HOMER COMMUNITY SCHOOL DISTRICT

Jay Collmenter, Driver Representative
Dated: _____

Gary L. Tompkins, Jr., Board President
Dated: _____

Bill Timmins, Driver Representative
Dated: _____

A. Isabell Nazar, Board Secretary
Dated: _____