

**BRECKENRIDGE COMMUNITY SCHOOLS
TRANSPORTATION DEPARTMENT CONTRACT
2008-2009
2009-2010 – Same percentage as rest of school employees.**

SALARY: *New rates are effective on the first day of school each school year.*

1. Regular, Kindergarten, and Vocational bus runs: (\$14.47) per trip plus (.24) cents per mile.

Any driver who shows up for his/her regular trip will be entitled to receive his/her base pay in the event the trip is canceled. In cases of inclement weather, the driver will be responsible to call the transportation supervisor before reporting to work.

2. The following chart will be used to determine hours for Regular, Kindergarten, Special Ed. and Vocational bus runs toward retirement: 35 miles and above (2 ½ hours); 34 miles and below (2 hours); and 20 miles or less (1 ½ hours).

3. Elementary Pick Up: (\$3.00) per trip
Special shuttles: (\$6.00) per trip (to be approved by Transportation Director)

4. Layover and Field Trip Rate: (\$11.00) with a minimum (one hour or less) field trip expense of (\$13.00)

Special field trips that are re-numerated by a lump sum payment will be paid at the rate of (\$112.89) per day. The reps will draw one week in advance with one driver selected for the trip and one alternate selected. The drawn alternate can be used with no penalty if the drawn driver decides he/she cannot take the trip. These trips will be a draw not posted on the trip sheet.

Upon submitting a receipt, a maximum of (\$8.00) per meal will be provided when field trips are scheduled during meal time. If a receipt is not given, the driver will be compensated up to \$6.00 that will be paid through payroll. If a trip is scheduled over two meal periods, compensation will be doubled. When a driver accepts a field trip in place of a regular run, compensation will be (\$14.47) the first hour and (\$11.00) for each additional hour. Laid off drivers will be eligible to take field trips. Substitutes will not be assigned to drive field trips under normal circumstances.

5. Drivers will receive (\$13.00) for a late field trip cancellation if:
 - a. They reported for duty at their bus location, and
 - b. Previous notice of cancellation of at least two hours prior to leaving time has not occurred.
 - c. If the sub-driver has arrived, the regular driver will have the option of driving their regular route or receive the base rate.

In cases of a question of inclement weather, the driver will be responsible to call either the transportation supervisor or the event supervisor before reporting to work.

6. The Board will pay (\$37.57) for the starting of the buses. (An additional \$102 per year shall be paid to kindergarten drivers.)
7. The drivers will be paid minimum wage for C.M.U. bus drivers schooling, up to a maximum of twelve (12) hours class work.
8. The drivers will receive their pay for starting the buses and kindergarten bonuses at the end of the year (the pay period following the last regular pay in June).
9. Experience Factor:

At the completion of three years of successful driving (starting June, 1981) and following each completed year thereafter, the drivers will receive \$10 for each full year of successful driving. This amount is to be paid the last pay period of the driver's school year to a maximum of 20 years. Drivers with more than twenty years will be compensated at \$15.00 per year of service. (Example: three years--\$30, four years--\$40, ten years--\$100, thirty years--\$450.)

10. Substitute:
 - A. Will be paid at the same rate as the driver for which they are driving.
 - B. When asked to accompany another driver by the supervisor, the sub will receive pay equal to that of the driver.
 - C. Substitute drivers are responsible to return the vehicle in the same condition it was received.
 - D. Substitutes are not entitled to any additional benefits.
11.
 - A. The Board shall compensate a driver for loss or damage, with the exclusion of clothing or footwear, while performing their duty. Compensation will only occur after all insurance and other sources of reimbursement are exhausted.
 - B. The Drivers will receive on an every other year basis, a Breckenridge Transportation coat or jacket. The cost of the coat/jacket will not exceed the amount of \$80.00 per jacket, and will be selected by the majority of bus drivers. Substitute drivers after driving for 90 days will receive the same, with the cost being equally divided by the Board and driver (\$40.00 each).
12. For safety reasons, no driver will be permitted to schedule more than eight hours of duty per day exclusive of field trips.

SENIORITY

1. Determination
 - A. Seniority is defined as the length of continuous service of employment with the district as a certified bus driver. During such time the driver shall have a regularly scheduled route which utilizes school vehicles.

- B. A break in service such as retirement, resignation, or discharge shall constitute a loss of seniority except when layoffs occur. Laid off employees shall have their seniority frozen at the date of layoff. Seniority shall continue when the driver returns to a regular daily route in a permanent situation.
- C. Newly hired drivers will be considered to be on probation for 90 calendar days. After the successful completion of a probationary period, the new employee will be placed on the seniority list according to "A" above.
- D. Only one seniority list shall be developed, and it shall apply to all routes.
- E. In the event a route is eliminated or a driver is bumped, the driver affected will have the right to bump a driver with less seniority.
- F. If first and second subs are not available, then go back to seniority list.

2. Route and Field Trip Determination

- A. A seniority list shall be developed in accordance with the "Seniority Determination" section of this contract and shall be placed in each driver's paycheck by October 1 of the school year. All drivers are responsible for checking their date of hire on this list. If a discrepancy occurs, it is up to the driver to bring this to the attention of the Bus Supervisor for accuracy. This shall be done by October 31.
- B. The seniority list and routes shall be posted on or before August 15th, prior to the route selection meeting before the start of school in the fall. Each driver will be asked to select a route(s) for the entire forthcoming year. Changes shall not be permitted after ten working days (all bumping must be completed by the end of the tenth day) unless resignations occur or circumstances mandate that a position will be available for the rest of the school year. It is fully understood that new students may require the altering of routes to accommodate them during the school year. When the time of such a permanent vacancy exceeds one month, the position will be posted for three work days. The driver with the most seniority indicating that he/she would like the position will fill the vacancy.

When selecting first and second sub positions, top seniority will have first choice as long as there are no time conflicts. Every time a section is started, it will always start at the top of the seniority list.

- C. All new routes shall be posted for three days. The driver with the highest seniority that desires the position shall fill the vacancy.
- D. Temporary routes that exceed one month will be posted in accordance with 2-C.
- E. In the fall, regular drivers will be asked to sign up for field trips. Drivers that desire summer field trips will sign up prior to the last day of school in the Community Education office. From those signing up, a list will be developed with drivers being listed alphabetically and trips offered on a rotation basis.

- F. Field Trips will be posted BEFORE 8 am on THURSDAY and must be ACCEPTED or PASSED by 3 P.M. THURSDAY. (If field trips are not posted by 8 am, drivers will have until 4 pm on Thursday to make their decision.) Taking a group one way, and/or if you go and your activity is canceled, the drivers will be paid their time, plus two hours. Henceforth, all drivers will have four hours after notification to accept or pass a field trip. If field trips are not accepted within the above time limit, an automatic pass is recorded. Any driver who accepts and subsequently passes a field trip without a legitimate unforeseen excuse will be passed for the next trip unless the “free pass” is requested by the driver. The bus supervisor will determine if a legitimate unforeseen excuse is applicable in all instances. One “free pass” will be given to each driver that can be used during the school year for any reason a driver chooses so that a skipping will not occur. It is understood that a driver can use this at their discretion only once during the school year. No trading of field trips is permissible. All athletic trips will be “one way” trips unless otherwise specified by administration. For summer trips, drivers must check with the Community Education office in the same manner. In case of an emergency, the Community Education Director will be permitted to fill the trip as deemed necessary. Out of state trips require two drivers including Community Ed.
- G. A last minute field trip shall be designated as follows:
- Such field trips follow the regular rotation.
 - Less than 24 hours notice - an accept counts as your trip in rotation. A pass does not count as your trip in rotation.
- H. It is understood that some occasions will exist where bus drivers will not be assigned for school transportation. Those areas are only when students are not involved or when a school van is used instead of a bus, providing that 7 students or less are transported. Golf practices at The Ridge are excluded.

3. Layoff and Recall

- A. Should a reduction in staff become necessary, drivers shall be laid off as follows:
1. Probationary drivers.
 2. Drivers with least seniority.
- B. In the event of recall, laid off employees shall be recalled in the inverse order of layoff. A driver that is not available when recalled shall have their seniority terminated twelve months following the date notice if they do not become available for work.
- C. Regular drivers that have been laid off due to the reduction in the number of drivers will be called first to substitute, if they notify the bus supervisor of their desire to substitute. Laid off employees are eligible for field trips.

CONDITIONS OF EMPLOYMENT

1. Pay Schedule

Drivers will receive their pay checks every two weeks and will be scheduled to coincide with school district payroll dates. Payroll will always be one week behind. Each driver's pay sheet will be posted or made available for checking on the Monday of each pay week. It shall be the responsibility of the driver to check these figures for their correctness and bring

to the attention of the supervisor any errors on that same Monday. Errors brought to the supervisor's attention after that day will be reflected in the following pay period.

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| 2. <u>Sick Leave:</u> | Vocational Drivers - 8 trips |
| Regular Drivers - 16 trips | Special Ed Drivers - 8 trips per run |
| Kindergarten Drivers - 8 trips | Adult Ed Drivers - 8 trips |
| Summer School - 2 trips | |

A regular seniority driver will be able to substitute for a regular driver of special ed. or vocational, with the substitute driver subbing for the regular seniority driver on a regular bus run when needed. (First and second sub drivers will be selected for those runs.)

Any driver using seven or less sick trips during the school year will receive a lump sum of \$100.00 to be paid the last pay period of the driver's school year. It is completely understood that all runs which sick leave can be used are included in this calculation. If any driver misses less than one day of their regularly scheduled runs they will receive \$200 instead of the previous amount.

Unused sick leave may be accumulated to 156 trips for bus drivers. Sick leave will be granted for drivers' personal or family members' sickness. Appointments for the driver, that can't be made at any other time (that are health related), may be used as a sick day. In the event a route is eliminated, or changed, drivers will be able to carry over accumulated sick leave.

A vocational driver can use a sick day when school is canceled if the driver is already at the school.

When a driver retires and is eligible to receive retirement benefits from the Michigan Public School Employees Retirement System, the Board will pay 50% of rate for all accumulated sick trips.

After surgery or a severe illness, written authorization from the doctor indicating the fitness of the driver to return to work will be given to the Transportation Director. With a pregnancy or other potentially disabling situation which is confirmed by a doctor, it shall be the responsibility of the driver to notify the bus supervisor of the situation and provide a doctor's written medical opinion verifying the fitness of the individual to drive a bus. Continued written medical opinions shall be furnished as required by the bus supervisor.

3. A driver will not be granted non-paid vacation leave during the school year, unless there is a driver available to take the route. One week's notice must be given to the bus supervisor if such a leave is requested. Any leave for more than two calendar months will result in the forfeit of all runs for the rest of the year.
4. Holiday Pay: Each regular driver will be granted three paid holidays - Thanksgiving, Christmas and Good Friday.
5. Funeral leave: Each driver will be granted up to three (3) days of trips for wife, husband, mother, father, sister, brother, child, grandchild, mother-in-law, father-in-law, grandmother, or grandfather.

Each driver will be granted one (1) day of trips for sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, aunt, and uncle. Exceptions to, or additional days for, the above are subject to approval by the Superintendent. If granted, additional funeral leave trips will be deducted from accumulated sick leave days.

6. Accumulated sick leave days will be recorded on the driver's paycheck.
7. Payment for all leave days that are granted will be made only when a properly completed "leave" form is submitted.
8. Leave of absence: Leaves of absence without pay may be granted to seniority bus drivers for up to one (1) calendar year for the following reasons:
 - a. Temporary disability,
 - b. Extended illness beyond granted sick leave provided,
 - c. Prolonged illness in the immediate family.

A written request for such a leave of absence should be submitted as much in advance as possible and practical and shall state the reason for the request and the inclusive dates. Extended leaves of absence of more than one year will be submitted to the Board of Education for their approval. Should the Board of Education accept this request, no seniority will accrue during this extended time. For situations where the driver returns in the middle of the year, the administration and the driver representatives will discuss the situation and resolve how route selection shall occur. Drivers will not accrue seniority while on an approved leave of absence.

9. The equivalent of two scheduled days shall be granted for reasonable causes to attend to personal business which cannot normally be taken care of after regular school hours, not to seek other employment or extend vacation or holiday periods. If the leave day(s) are not used, they may be transferred to the employee's sick leave upon request.
10. Bus drivers who work the entire school year will be eligible for health insurance benefits, prorated on a part-time basis, at the yearly rates. The percentage of approved benefits will be equal to the same percentage of the full-year employee (% of 2,080 hours). Health insurance benefits may be received by one member of a family where both husband and wife are eligible as employees.
11. Drivers will be given two days per state guidelines plus two additional snow days per year. In the event the law changes again, this item will be negotiated.
12. The Board will pay for a C.D.L. (license) for regular drivers. The Board will pay for a C.D.L. (license) for new drivers, after they have driven for a period of 90 days.
13. Each driver must have a Department of Transportation (D.O.T.) physical exam prior to driving, as cited in law. The Superintendent or the bus supervisor may request a physical examination of a driver any time to verify the physical and mental fitness of the driver. The Board will reimburse up to (\$107.00) for out-of-pocket expenses for this exam, after a driver has 90 days of credited seniority. All drivers are required to have a physical exam every year. It is understood that drivers may choose their own doctor for physicals except when

there is a question on the fitness of the driver. In those cases, the driver will be required to see a doctor chosen by the Board with expenses paid for by the Board.

14. Drivers will be paid (\$14.15) for each bus wash. Before any bus is washed by a driver, it must be approved by the bus supervisor.
15. All drivers will be required to attend one in-service day per school year, as designated by the administration in concurrence with the bus drivers' representatives. Selection of routes, bus safety, and other job related activities will be discussed. Compensation for this day is deemed included with the regular wages.
16. All drivers must be familiar with and observe, to the best of their ability, all state laws, school rules and regulations, state department rules and regulations, and show proper discretion in terms of no smoking, proper dress and grooming. Drivers should set good examples for the school children with whom they are in contact. Profane language will not be tolerated.
17. Drivers are required to enforce the rules and regulations approved by the Board of Education in terms of discipline of the children on the bus. They are required to put forth whatever effort is necessary to maintain proper rapport with the parents of bus children. And, similarly, drivers are to keep the school administrators informed as to problems that are developing that could become serious in nature. When a parental conference is deemed necessary, only the bus driver and parents will be involved. If a second conference is deemed necessary, the bus driver has the choice of a representative or other driver of his/her choice to be present.
18. Bus drivers shall follow the disciplinary procedures as established for handling student problems.
19. The starting, fueling, oiling, and proper care of the bus itself is the responsibility of all drivers, as determined by the bus supervisor. Reports of this maintenance shall be submitted to the bus supervisor.
20. Bus drivers are to transport only children approved as authorized passengers.
21. All drivers must be at their building pick-up assignments five minutes prior to the ending of the scheduled release time for students.
22. A driver who quits driving must submit a written letter of resignation. If a letter is not received in three working days, the administration assumes the driver has quit and will lose all additional rights of an employee. If a verbal resignation is given, all seniority and benefits will be forfeited unless the transportation director is given contrary notification within 24 hours.
23. A driver will have the option of having a representative or another driver of his/her choice present when she/he is being warned or disciplined when the nature of the incident is severe enough that it becomes part of the driver's personnel file.

24. Choosing reps will take place each year by May 15. The choosing of reps is the sole responsibility of the bus drivers' group.

25. Procedure for handling complaints

The bus drivers should follow the steps listed below to handle complaints:

- A. The driver should present his/her complaint to the bus supervisor. The driver may be accompanied by one other driver of his/her choice. Within five (5) working days after the complaint is registered with the bus supervisor, a verbal response for settlement of the complaint should be presented to the driver.
- B. If the driver is not satisfied with the disposition of the complaint, she/he may present the complaint, in writing, to the Superintendent or his designated representative, not including the bus supervisor. The Superintendent or his designated representative shall meet with the driver, who may be accompanied by his representative, and the bus supervisor. A decision, in writing, shall be given by the Superintendent to the driver within five (5) working days of the meeting.
- C. If the decision in step two is not satisfactory, the driver may present, in writing, the complaint to the Board. The Board will place the matter on the agenda no later than the next regularly scheduled meeting (the next regularly scheduled meeting would be the next one for which an agenda has not already been completed). The driver and/or his representative may be present at the meeting. The Board shall present its decision, in writing, no later than the following regularly scheduled meeting.

26. No separate agreements that include different working conditions with individual employees will be permitted under this agreement.

27. This is the entire agreement between both parties. Neither party shall be obligated to negotiate any matters not covered in this agreement except upon written request of either party and consent of the other.

28. This agreement pertains to summer driving activities as well as the regular school year.

APPROVAL OF SALARY AND CONDITIONS OF EMPLOYMENT FOR THE 2008-09 SCHOOL YEAR EFFECTIVE AS OF SEPTEMBER 2, 2008. Monetary amount will be adjusted accordingly for the 2009-10 school year.

BUS DRIVERS:

BOARD OF EDUCATION:

Dated: _____ 2008

Dated: _____ 2008

