

**COPY**

AGREEMENT

between

GULL LAKE COMMUNITY SCHOOLS BOARD OF EDUCATION

11775 E. D Ave  
Richland, MI 49083

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, P, RA, S - AFL-CIO

500 Hulet Drive  
Bloomfield Township, MI 48302

BUS DRIVERS

July 1, 2015 - June 30, 2018

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## AGREEMENT

THE GULL LAKE COMMUNITY SCHOOLS, Kalamazoo, Barry and Calhoun Counties, Michigan, (hereinafter called the "Employer") and the International Union of Operating Engineers, Local 324 (hereinafter called the "Union") agree as follows:

### ARTICLE I PURPOSE AND RECOGNITION

**1.1 Purpose.** Pursuant to the Michigan Public Employment Relations Act, MCL 423.201, *et seq.*, the general purpose of this Agreement is to promote orderly and peaceful relations for the mutual interests of the public, the Employer, the Union, and the bus drivers and bus aides employed with the Employer by addressing the wages, hours and working conditions applicable to the bus drivers and bus aides of the bargaining unit.

**1.2 Recognition.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular bus drivers and bus aides employed by the Employer, but excluding supervisors and all other personnel employed by the Employer, including, but not limited to mechanics and individuals serving in substitute bus driver capacities. An individual regularly assigned to a regular run during both the morning and afternoon shall be considered a "regular bus driver."

### ARTICLE II MANAGEMENT RIGHTS

**2.1 Management Rights.** The Employer, on its 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 to manage, direct, and control the school district, as conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States or as normally reserved and exercised by employers, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management, administrative, and operational control of the school system and its properties and facilities;
- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work; determine the size of the work force and to lay off employees;
- C. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;
- D. To adopt reasonable rules and regulations governing the conduct of employees

related to or having an impact upon the performance of their work assignments and the operation of the workplace;

E. To determine the qualifications of employees subject to the provisions of law.

F. To determine the number and location or relocation of its facilities, including the establishment or relocation of buildings, departments, divisions or subdivisions thereof, and the relocation or closing of departments, divisions or subdivisions, buildings or other facilities;

G. To determine all financial policies;

H. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;

I. To determine, establish eliminate, change, alter or modify all bus routes runs, trips and/or stops to best serve and meet the school district's needs.

J. To determine, establish, change, alter or modify the hours and/or days which buses shall operate, and the duties, responsibilities, and assignments of bus drivers and bus aides with respect thereto, and the terms and conditions of employment applicable thereto.

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 the judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

**2.2 Cooperation.** The parties agree to cooperate with one another in applying and implementing this Agreement. To this end, the Employer agrees that it will not lock-out the bus drivers during the term of this Agreement. Likewise, the Union agrees that it will not condone, nor will its members strike, engage in a slowdown, or in any other manner attempt to disrupt school district operations during the term of this Agreement.

**2.3 Jurisdiction.** School district employees not covered by this Agreement may temporarily perform work otherwise exclusively assigned to bus drivers and bus aides in the bargaining unit for purposes of instruction, training, experimentation, or if necessary in order to maintain services during an emergency (unforeseen or uncontrollable events).

### **ARTICLE III UNION MEMBERSHIP**

**3.1 Members of the Union.** Each bus driver and bus aide covered by this Agreement may join the Union on or before sixty (60) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, may either join the Union and pay Membership Dues, or in the alternative pay a Service Fee to the Union.

**3.2 Service Fee.** The amount of the Service Fee, which shall not exceed the maximum amount permitted by law, shall be equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purposes of this provision, be deemed to be not more than the regular monthly union membership dues uniformly required of employees who are members. If during the term of the Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or inappropriate, the amount shall be modified to such amount as shall be lawful or appropriate.

**3.3 Service Fee Designation.** As an alternative to paying a Service Fee to the Union, the employee may elect to contribute his/her Service Fee amount to the "District Children's Fund" or the "United Way" provided, however, that if during the term of this Agreement it shall be determined by the State of Michigan Attorney General, or by a court of competent jurisdiction, that the contribution to either the "District Children's Fund" or the "United Way" is unlawful, then this provision shall be null and void and the obligation of such employee to contribute shall terminate. The election must be in writing, signed by the employee (a form is available at the administration building) and be delivered to the Assistant Superintendent with a copy to the Union President.

**3.4 Employee Authorization.** Each bus driver and bus aide covered by this Agreement may authorize deduction for Membership Dues or Service Fees. Such authorization shall continue in full force and effect until revoked upon at least thirty (30) days written notice. Membership Dues/Service Fee deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be.

**3.5 Employee Rights.** The Union agrees to fairly represent all employees covered by this Agreement, regardless of whether the employee pays Union Membership Dues or a Service Fee. As such, the Union agrees to allow Service Fee payers the right to vote in any ratification vote pursuant to this Agreement.

**3.6 Stewards.** The employees covered by this Agreement may choose and be represented by two (2) stewards. Upon selection, the Union shall provide the Employer with written notification identifying the two stewards. Stewards will generally be the initial contact/conduit for Employer/Union communications vis-a-vis the Agreement. Upon reasonable request, and provided such request does not interfere with work, stewards (only one at any given time), will be permitted reasonable amounts of time to investigate and present grievances. One steward may attend collective bargaining negotiations without loss of pay, bonus, or incentive, provided the steward's work can be covered, and if the parties are unable to schedule negotiations during non-working hours.

#### **ARTICLE IV DRIVERS' RIGHTS AND RESPONSIBILITIES**

**4.1 Certification, License and Qualifications.** Drivers shall, at all times, maintain a current Michigan Certification and License required for operating a school bus or transportation vehicle. Drivers must meet the qualification criteria set by the Employer (*i.e.*, knowledge, experience,

performance, attitude, etc.), and be acceptable to both the Employer and the Employer's insurance carrier. The "Michigan Bus Driver's Manual" shall generally be followed regarding driving policies and practices.

**4.2 In-Service Training.** If the Employer determines that in-service training is necessary, those bus drivers and/or bus aides assigned in-service training will be compensated at their applicable hourly wage rates for time spent in such training. If the training program is not conducted on a school district site or in a school district facility, the District will provide either transportation to the site or facility of the training or mileage reimbursement for use of a personal vehicle to travel to and from the site or facility of the training from the bus garage will be provided by the District.

**4.3 Licenses.** The Employer will reimburse each regular bus driver for the cost of obtaining or renewing a school bus driver's license (CDL: Group B/Endorsement P and S) except that if the employment relationship is subsequently terminated (other than by retirement), the Employer is authorized to deduct a pro-rata amount (license fee in relation to remaining time before license expiration) from the driver's last pay check. No deduction shall be made from the last pay check of a driver who is laid off.

**4.4 Orientation.** Prior to the first work day of each new school year, the transportation supervisor shall schedule and conduct an orientation meeting to be attended by all bus drivers and/or bus aides (all drivers will be notified in writing, post-marked no less than four (4) calendar days prior to the date of the orientation meeting). The transportation supervisor will review matters such as new and existing policies and procedures, rules (including safety rules) and regulations, including relevant rules promulgated by the Michigan Departments of State, Transportation, and Education, and shall review all routes and any route changes. As attendance is mandatory, bus drivers and bus aides will receive pay at their applicable hourly wage rates.

**4.5 Accident Reports.** Any driver involved in an accident while performing a school related function will immediately (unless prohibited by injury), notify the Transportation Supervisor. Within twenty-four (24) hours after the accident, the driver shall complete and submit to the Transportation Supervisor an accident report on the form available from the Transportation Supervisor. The accident report must be fully completed, and must include all facts relevant to the accident, any injuries suffered, any property damage, and must list the names and addresses of all witnesses to the accident.

**4.6 Evacuation Drills.** Each driver will conduct at least one evacuation drill every sixty (60) calendar days during the school year. Evacuation drills will be scheduled in coordination with the Transportation Supervisor, who will designate the location for the drill, and who will monitor the drill.

**4.7 Pre-trip Safety Check.** Prior to each route/run, etc., each bus driver shall complete a pre-trip safety check of his/her bus, including an under hood inspection. As part of each pre-trip safety check, each driver shall fully complete a "pre-trip safety check form," and shall submit the completed form to the Transportation Supervisor in the designated receptacle. If the pre-trip safety check discloses the need for maintenance, the driver shall complete a "work request form" and submit copies of the complete form to both the Transportation Supervisor and the Mechanics (receptacles will be designated).



**4.8 Bus Starting, Fueling, and Cleaning.** Bus drivers will be responsible for starting their assigned buses. The Employer will be responsible for cleaning all buses before the beginning of each school year. Bus drivers will be responsible for fueling, and after the school year begins, cleaning the interior of their assigned buses.

**4.9 Routine Cleaning.** Each bus driver will sweep and clean his/her assigned bus as needed, and/or as directed by the Transportation Supervisor.

**4.10 Jackets (or other attire, ex: boots, sweatshirts, etc.).** The Employer will pay up to but no more than \$75.00 (inclusive of the cost of printing "Gull Lake Transportation" and a logo on the front of each jacket), to provide each regular bus driver and bus aide who has completed the probationary period, with a jacket (or other attire). The jacket design selected must be of a good quality, be approved by a majority vote of all non-probationary regular bus drivers and bus aides, and meet the Employer's approval.

Jackets/alternate attire will generally be ordered no later than November 1st, provided the drivers make a timely selection decision. Jackets are to be worn in such a manner as to reflect well on the school.

## **ARTICLE V GRIEVANCE PROCEDURES**

**5.1 Objectives.** It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been resolved through the use of normal administrative procedures.

**5.2 Defined.** A grievance is a complaint by the Union, on behalf of one (1) or more unit members or in its own behalf, concerning an alleged violation of a specific provision(s) of this Agreement. All grievances shall be adjusted through the Grievance Procedure provided in this Article.

**5.3 Time Limits.** In computing any time limits herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure by the Union or by an employee to file a grievance, or to advance a grievance, within the time limit specified shall bar the grievance and/or result in the grievance being settled on the basis of the Employer's last answer. Failure to comply with time limits on the part of the Employer shall permit the grievance to proceed to the next step.

**5.4 Special Conference.** Prior to any issue becoming any part of the grievance process, the parties agree to meet in a Special Conference. A Special Conference may be utilized to discuss issues related or not related to the specifics of the agreement. Any resolution arising from such conference shall be written in triplicate with one (1) copy to the Employer, one (1) copy to the Union, and one (1) copy to the Business Representative.

**5.5 Informal Adjustment.** Prior to filing a written claim, the claimant shall first present the claim orally to the Transportation Supervisor. The request for the meeting with the

Transportation Supervisor must be made within ten (10) working days after the date of the event, or within ten (10) working days after the date when the claimant reasonably should have known of the event. Upon claimant's request to the Transportation Supervisor, a steward may attend the informal conference.

**5.6 Written Complaint.** If the claim is not satisfactorily resolved at the "informal adjustment" step, the claimant shall have ten (10) working days from the date of the informal conference within which to file a written claim with the Transportation Supervisor, which claim shall include:

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the complained of event, and the date the grievance is submitted; and
- F. The claimant's and a steward's signature.

The Transportation Supervisor shall provide a written reply within ten (10) working days from the receipt of the written claim.

**5.7 Formal Conference.** If the complaint is not satisfactorily resolved at the "written complaint" step, the claimant may, within ten (10) working days from receipt of the transportation supervisor's written response, submit a copy of the written complaint and a written request for a formal conference to the Superintendent or his/her designee. The Superintendent or his/her designee shall schedule and meet with the claimant, one steward, and the Union business representative within ten (10) working days after receipt of the written request for a formal conference. The Superintendent or his/her designee shall provide his/her written decision to the steward within ten (10) working days after the date on which the formal conference takes place.

**5.8 Mediation.** If the complaint is not satisfactorily resolved by the decision of the Superintendent or his/her designee, the Union may, within ten (10) working days from receipt of the written decision, submit a copy of the written complaint and a written request for mediation to the Michigan Employment Relations Commission with a copy to the Board. A mediation session will be scheduled and held with the mediator assigned by the Michigan Employment Relations Commission. Additional mediation sessions may be scheduled by mutual agreement of the Board, Union and mediator.

**5.9 Arbitration.** If the grievance is not satisfactorily adjusted in mediation, the Union may submit the grievance to arbitration by written submission to the American Arbitration Association or the Michigan Employment Relations Commission, with simultaneous written notice to the Employer, within ten (10) working days after the mediation session. The arbitrator will be selected according to the arbitrator selection procedure of the agency with which the grievance has been filed for arbitration. Upon the appointment of an arbitrator, the arbitration proceeding

will be conducted according to the then current Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision on the grievance shall, unless timely appealed, be binding upon the Employer, the Union, and any unit member(s) involved. The arbitrator shall base his/her decision solely upon the specific and express terms of this Agreement. The arbitrator shall not have authority to add to, subtract from, ignore, modify or vary the terms of this Agreement. The arbitrator shall render his/her written decision within thirty (30) days from the conclusion of the hearing, unless otherwise agreed to by the parties. Either party shall have the right to commence an action in a court of competent jurisdiction within the time limits provided by law, seeking to vacate and/or enforce the decision of the arbitrator. The Employer and the Union will each bear their own expenses related to the preparation, presentation, argument and appeal of their respective cases. However, the fees and expenses of the arbitrator and the fees of the agency with which the arbitration is filed for processing will be shared equally by the Employer and the Union.

#### **5.10 General Provisions.**

- A. Any adjustment of a grievance agreed upon by the Employer and the Union at any stage of the Grievance Procedure shall be reduced to writing, and will conclusively dispose of the grievance and shall be binding upon the Employer, the Union, and any unit member(s) involved.
- B. A grievance alleging a violation of federal or state law may be initiated and processed at the "Formal Conference" step of the Grievance Procedure, but shall not be subject to mediation or arbitration under the terms of this Agreement.
- C. An employee who believes that he/she is being subjected to abusive and/or harassing behavior by his/her supervisor may schedule a meeting with the Director of Human Resources or his/her designee for discussion of the perceived abuse.
- D. If mutually agreed to in writing by the Union and the Director of Human Resources or his/her designee, a grievance may be initiated at a step other than the "Informal Adjustment" step.
- E. Although a grievance may, under limited circumstances, be initiated at a step other than the "Informal Adjustment" step, this does not in any way relax any of the Grievance Procedures' time limitations.
- F. The termination or discharge of a probationary bus driver or probationary bus aide shall not be subject to mediation or arbitration under the terms of this Agreement.

### **ARTICLE VI SENIORITY, PROBATION AND LAYOFF**

**6.1 Seniority.** Subject to the following formula, and except as where otherwise specified in this Agreement, seniority shall be defined as a driver's length of continuous service with the Employer on a regularly scheduled route. One year's seniority will be earned by any driver who

drives a minimum of 92% of the days of which school is in session. Only one year's seniority will be lost if the minimum days are not driven. In the event the school year is lengthened, the minimum will be increased accordingly. But in no case will the number of days allowed to be used for approved leave drop below fifteen (15). A current up-to-date seniority list will be maintained and posted. Such list will contain each employee's name and date of assignment to a regularly scheduled route. In the event there is a same-day hire with two or more employees, seniority shall be established by previous subbing hire date. If a new driver(s) has never been a substitute, seniority date will be established by the driver's completed training date (and time if same day).

**6.2 Non-interruption.** Absences occasioned by an authorized leave of absence (e.g. sickness, accident, etc.), except as otherwise provided, shall not interrupt a driver's accumulation of seniority.

**6.3 Termination of Employment.** A driver shall lose his/her seniority and his/her seniority shall be terminated is he/she:

- A. resigns or quits;
- B. is discharged or terminated (unless reversed through the grievance or arbitration procedure);
- C. is laid off for a continuous period equal to twenty-four (24) months;
- D. retires; or
- E. does not return to work within the time limits of a leave of absence. If involving a disability leave, the employee's return will not be considered timely unless upon returning, the employee submits a physician's certificate verifying that the employee may return to work, and explaining any restrictions.

**6.4 Probationary Period.** All new bus drivers and bus aides will serve a probationary period of sixty (60) working days, during which time they are ineligible for any of the benefits set forth in this Agreement. Days the bus driver or bus aide does not work in the transportation of students will not be counted towards fulfilling the probation period. During the probationary period, the Employer shall have the right to terminate the bus driver's or bus aide's services, with or without cause, and without the bus driver or bus aide having recourse through the grievance procedure.

**6.5 Layoff.** In the event the Employer determines that it is necessary to reduce the number of bargaining unit employees, or to discontinue a position to which a bargaining unit member is assigned, or to reorganize a program; whether due to lack of work, reallocation of resources, change in institutional priorities, general or specific decline in student enrollment, efficiency or economy of operations, budgetary reductions, or similar reasons; the Employer agrees to provide the Union and affected drivers with as much advance notification as is possible under the circumstances. Any regular bus driver who loses his/her route/run due to layoff may, by making proper written request to the Transportation Supervisor within three (3) working days after being notified of the layoff, be placed on the sub-list, ranked in accordance with the seniority provisions of this Agreement, and shall continue to be paid their regular rate of pay.

**6.6 Bumping.** If a seniority employee is laid off pursuant to section 6.5, the employee will have the right to bump any less senior employee in the bargaining unit, who holds a previously posted run/route, provided that such laid off employee provides written notice to the Transportation Supervisor of his/her desire to bump within three (3) working days after being notified that he/she will be laid off. Bus aides cannot bump bus drivers. An individual who is bumped according to this procedure shall have the same bumping rights with regard to other bargaining unit positions. No driver will be allowed to bump into a non-established route.

**6.7 Recall.** A bus driver or bus aide who has been laid off will be eligible for recall for a period of twenty-four (24) months, commencing with the date of the layoff. Recall will be in inverse order to layoff to the next available vacant assignment (after the provisions of Article 6.10 have been satisfied) as a bus driver or bus aide.

Bus Aides are not eligible for recall to bus driver assignments.

**6.8 Selection of Routes/Runs.** On Thursday of the last full week before Orientation begins, information on all routes/runs will be made available for bus drivers by 10 a.m. at the bus garage. Prior to routes/runs being made available, the transportation supervisor will provide the Union an opportunity to provide the transportation supervisor with suggestions/input which may prove helpful to the transportation supervisor when finalizing the routes/runs.

Orientation (as set forth in §4.4) will be held on Wednesday of the last full week before the school year begins. Posted new/vacant routes/runs will be awarded to the most senior driver signing the posting, and will be announced at the orientation. At the orientation, all vacancies created by the initial posting/bid process and any subsequently created vacancies shall be filled through the bid process to be conducted at the orientation meeting. Bus drivers assigned to drive or on an approved leave of absence during the meeting may authorize the union steward to bid upon any vacancy that arises during the bid meeting, in writing and signed by the bus driver. A bus driver authorizing the union steward in this manner shall be bound by the bid made by the union steward on the bus driver's behalf. If the information for any posted or vacated route/run is not made available by 10 a.m. on the Monday of the last full week before school starts, a vacancy arising in that route/run will be subject to a three (3) day posting period prior to being filled.

**6.9 Major Changes.** A 'major change' is a change that involves an adjustment in the route's/run's pay and/or driving time of more than fifteen (15) minutes. Once routes/runs have been set for the school year, any "major change" in a route/run occurring prior to October 30, shall result in that route/run being re-bid in a bid meeting held by the end of the first full week of November. All vacancies created by filling the initial re-bid route/run and any resulting vacancies thereafter will be filled at the re-bid meeting in November. All changes resulting from the re-bid meeting will be implemented on the same date no later than November 15. If after November 15, any routes affected by a major change will be re-bid prior to the beginning of the second semester. Bus drivers assigned to drive or on an approved leave of absence during the meeting may authorize the union steward to bid upon any vacancy that arises during the bid meeting, in writing and signed by the bus driver. A bus driver authorizing the union steward in this manner shall be bound by the bid made by the union steward on the bus driver's behalf.

**6.10 Route/Run Vacancy.** Any vacancy in an a.m./p.m. regular pick-up and take home route and/or special runs which arises during the school year, other than those subject to the rebid meeting in November, shall be posted for three (3) working days (until 3:00 p.m. of the third day). The route/runs will be posted separately for bids. A bid meeting will be held not later than five (5) working days after the posting. In order to facilitate changes to the assignments desired by the bus drivers as a result of a vacancy, all vacancies created by the initial posting/bid process and any subsequent vacancies shall be filled through the bid process conducted at the bid meeting called to fill the original vacancy. All changes resulting from the bid meeting will be implemented on the same date no later than five (5) working days after the bid meeting. The most senior driver bidding on the a.m./p.m. regular pick-up and take home route will be awarded the position and retain it from year to year until it is eliminated or becomes vacant. The most senior driver bidding upon a special run for which his or her a.m./p.m. regular pick-up and take home route is logistically available as determined by the transportation supervisor, will be awarded the special run and will maintain it from year to year until it is eliminated or becomes vacant. All resulting vacancies will be posted and filled in the same manner. All changes in route/run assignments will be determined prior to implementing any of the changes. All changes shall be implemented on the same effective date. A bus driver assigned to drive or on an approved leave of absence during the meeting may authorize the union steward to bid upon any vacancy that arises during the bid meeting, in writing and signed by the bus driver. A bus driver authorizing the union steward in this manner shall be bound by the bid made by the union steward on the bus driver's behalf.

**6.11 Temporary Vacancy.** Whenever it is determined that a bus driver in a double run position will be absent from his or her position for longer than five (5) consecutive work days, the a.m./p.m. regular pick-up and take home routes of the position will be assigned only among drivers with single run a.m./p.m. regular pick-up and take home positions. The temporary vacancy for the am./p.m. regular pick-up and take home routes shall be assigned as a package on a seniority rotation basis, beginning with the most senior single run driver indicating his or her desire to participate in temporary vacancy assignments. The resulting vacant single run a.m./p.m. regular pick-up and/or take home route and/or vacant special runs need not be posted as temporary vacancies. It is acknowledged that substitute drivers may be used in the absence of any single run driver from his or her a.m./p.m. regular pick-up and take home route when he or she is absent, without assigning as a temporary vacancy. Notice of the bus driver's desire to participate in temporary vacancy assignments and to have his or her name placed on the temporary vacancy assignment list must be submitted to the transportation supervisor at the orientation meeting. A driver who declines to drive a temporary vacancy assignment for which he or she has indicated his or her desire to participate in temporary vacancy assignments, shall be charged with the assignment for rotation purposes as if he or she had driven the temporary vacancy assignment. If a driver declines to drive a temporary vacancy assignment for which he or she has indicated his or her desire to participate in temporary vacancy assignments on two (2) occasions without good cause, the bus driver shall be removed entirely from the temporary vacancy assignment list for the remainder of the marking period. Any error in making temporary vacancy assignments will be corrected by assignment of the next available temporary vacancy assignments.

**ARTICLE VII  
DRIVING ASSIGNMENTS AND DEFINITIONS**

**7.1 Run.** A "run" is the transportation of students by school vehicle to and/or from the student's curricular program.

**7.2 Kindergarten Run.** Any regularly scheduled run for the purpose of transporting Young-5 and Kindergarten students to and/or from the student's curriculum. Any place in the contract where kindergarten is used, it is understood that it is inclusive of beginningergarten.

**7.3 Route.** This is a combination of one or more runs assigned to a single driver on a regular basis.

**7.4 Shuttle Run.** All extra runs between schools scheduled immediately before or after the driver's regularly scheduled run. Drivers from the originating schools will be assigned by seniority to such runs. All shuttle runs will be biddable at the beginning of each school year by seniority.

**7.5 Trips.** Trips for school sponsored activities or sports events fall into six (6) categories: Day Trip; Evening Trip, Weekend Trip; Holiday Trip, Summer Trip, and Drop Offs (Summer Trips defined as: any trip scheduled after the last day of school until the first posting after orientation has taken place). Any regular driver assigned to a regularly scheduled route, who has driven for the Employer for at least ninety (90) working days without a break in service, may place his/her name on any of the six (6) trip lists. Sign up for the aforementioned trips will be at the Orientation Meeting and at the end of each marking period. Trips scheduled for any week will be posted no later than Wednesday of the prior week. Trips will be assigned on a rotation basis, beginning with the most senior driver and proceeding by seniority through the entire rotation list. When more than one bus is requested for the same trip and there is a drop off bus, the drop off bus will not be listed first on the trip posting, it will be listed last. If a driver gives twenty-four (24) hours notice that he/she is unable to take the assigned trip, the next senior driver who has not yet been assigned a trip will, if he/she can be contacted, have the option of accepting the aforementioned trip. If the driver cannot be reached, he/she will retain his/her place in rotation. If the driver has been given at least two (2) work days notice of the trip and the driver refuses the trip, he/she will not be eligible for another trip until the following rotation cycle. However, if two (2) work days notice was not given, the driver may decline the trip without losing his/her place in the rotation cycle. Any error in making trip assignments will be corrected within twenty-four (24) hours of posting. After twenty-four (24) hours, by assignment to the next available trip.

The foregoing seniority provisions shall not apply when trip notification is less than twenty-four (24) hours; in which case the Transportation Supervisor, although he/she shall make a good faith effort to follow seniority, will have the discretion to assign the trip to any available driver. If a driver is eligible at the same time for two trips with conflicting times, then the driver may choose which trip he/she desires. In the event a trip is canceled see Section 9.6.

**7.6 Special Runs.** A special run would be Cheff Center, swimming, and midday Math & Science, etc. Special runs are scheduled to run on a regular basis, and will be awarded pursuant to Section 6.10. No one driver will be entitled to more than one (1) Special Run.

A driver accepting a special run must drive 92% of the days in which school is in session and the special run is in session and the special run is scheduled. At the beginning of the special run, the number of days the run is scheduled to occur will be calculated. At the time a driver's attendance falls below 92% of the scheduled days, the special run driver will forfeit the special run and the special run will be posted and filled pursuant to Section 6.10. Absences supported by a medical disability slip or covered under Section 8.2 or 8.3, and excluded absences due to other driving assignment, will not be used in calculating the 92% attendance criteria.

**7.7 Drop-Off.** A drop-off is an extra trip in which the drivers picks students up at a designated location (e.g., for an event), and returns the bus to the bus garage after transporting and dropping the students off at the designated destination (e.g., usually a school site).

A. **A.M. and Evening Drop Offs.** Any drop off trip scheduled for three (3) hours or less that starts between 6:00 a.m. and 9:00 a.m. and 1:30 p.m. and 5:00 p.m. on a working day. Drivers signing for A.M. and evening drop offs will stay on the A.M. and Evening Drop Off List until they have declined two (2) times. At that time, their name will be removed from taking A.M. or Evening Drop Offs until after Winter Break (January 1). Within forty-eight (48) hours of returning from Winter Break, drivers may express their intent to the supervisor and will be placed back on the list, subject to the same rules for disqualification.

**7.8 Substitutes for Kindergarten, Special Runs and Special Ed.** Any regular driver assigned to a regularly scheduled route, who has satisfactorily completed the probationary period, may place his/her name on a posted substitute run list to substitute on kindergarten runs, special runs and special education runs. A regular driver may increase their hours if they are available to do the special assignment. Only drivers who have received the kindergarten run safety training provided by the Transportation Supervisor or his/her designee will be placed on the kindergarten run substitute list. Substitute drivers for kindergarten runs and special runs will be called from the substitute list by seniority rotation. Special education runs will be called from the substitute seniority list, by seniority. The number of kindergarten substitutes will be limited to the number of kindergarten runs plus two (2).

All kindergarten substitutes (except for regular kindergarten route holders) will learn all kindergarten routes by the last workday of October or be dropped from the kindergarten substitute list. The next name from the sign-up sheet will be added and he/she will have 30 workdays to learn the kindergarten routes or be dropped from the substitute list. Special Education substitutes must receive training on proper lift and wheelchair operations and will learn their routes as needed and determined by the Transportation Supervisor.

Whenever it is determined that the regularly assigned driver will be absent from the run for an extended period of three (3) consecutive days or more, the most senior kindergarten substitute driver will be offered that run, and then by rotation for each subsequent vacancy of three (3) days or more. The driver assigned as the substitute driver will become the regularly assigned driver of the run until the absent driver returns. Otherwise, the substitute run will continue to be assigned by the seniority rotation of the substitute list.

However, if a driver on the substitute run list has a regular run at the same time a substitute is required for the kindergarten run, special run or special education run, that driver will be bypassed



for assignment to the conflicting substitute run, but will remain available for assignment to the next available substitute run that does not conflict with the driver's regular run, except when driving the substitute run instead of the conflicting regular run will result in an increase in the driver's work time of more than thirty (30) minutes. If a driver on the substitute run list who has been given at least twenty-four (24) hours notice of the available substitute run, declines to accept assignment to the substitute run offered through the substitute rotation list on two consecutive occasions, the driver's name shall be removed from the substitute list for the remainder of the marking period in which the substitute runs were declined.

The requirements of this provision do not apply with respect to the assignment of a person to drive a substitute kindergarten, special run or special education run when the Transportation Supervisor has received less than twenty-four (24) hours notice of the absence of the regular driver. When the Transportation Supervisor has received less than twenty-four (24) hours notice of the absence of the regular driver, the Transportation Supervisor may assign the substitute run to any available and properly licensed person, provided that the Transportation Supervisor shall make a good faith effort to follow seniority first.

Any error in making assignments from the substitute list will be corrected by assignment of the next available substitute run. Except in the case of a "regular bus driver" substitute who arrives to drive a kindergarten run and the run is cancelled, he/she will be reassigned to one (1) hour bus driver duty work, and will receive the next available kindergarten substitute assignment.

**7.9 Special Education.** Recognizing that special education commitments, and therefore special education runs, are constantly changing, SPED hours will be evaluated by the Employer at the end of each marking period. In the event that a SPED route changes by more than an hour, it will be offered to the more senior driver. If the senior driver declines a route with more hours, the option shall be given to SPED drivers with fewer hours, by seniority, who will also have the option to keep their current route. In the event that a driver chooses to move to another route based on seniority, the displaced driver will be allowed to select another SPED route based on seniority with the least senior being awarded the route with the fewest hours if necessary. Special Education drivers shall not be scheduled for extra trips that conflict with the drivers' special education run times.

**7.10 Training of New Drivers.** In the event that a driver is needed to train another driver, the Employer shall maintain up to three (3) drivers for training purposes. In order to be eligible, the driver must be qualified by participating in training programs selected by the Employer. When qualifications, ability, driving record, attendance, and discipline are equal, then the most senior driver shall be selected to fill a vacancy. Trainers shall then rotate in accordance with seniority. A position may or may not be filled at the Employer's discretion. Training hours shall not result in overtime without prior approval of the supervisor.

**7.11 Working Day.** For purposes of this Agreement, "working day" will be defined as any day when school is in session.

## ARTICLE VIII LEAVE

**8.1 Usage of Leave Time.** Abuse or misuse of this Article will constitute good cause for discharge. A driver who fails to report to work upon expiration of an approved leave of absence will be considered a voluntary quit. A driver may contact the Transportation Supervisor regarding returning to work before the time set for expiration of an approved leave of absence. The decision to permit an employee to return early rests solely with the Employer. A driver on an approved unpaid leave of absence is considered to be on the inactive payroll and as such is not entitled to the benefits provided by this Agreement.

### **8.2 Unpaid Leaves of Absence.**

A. **Disability Leave of Absence:** A driver who suffers a disability or illness which prevents them from working, including pregnancy, child birth or related medical conditions, will be granted a disability leave of absence for the period of actual disability, but not to exceed one hundred eighty (180) work days from the date the leave commences. Before an unpaid disability leave of absence is granted, the driver will first be required to use any accumulated and unused paid sick leave time. The request for a disability leave of absence must be presented in writing to the Transportation Supervisor, and must be accompanied by a physician's statement to the Transportation Supervisor verifying the need for, and expected duration of, the disability leave. A disability leave of absence must be approved in writing by the Superintendent. An employee who is able to return at the end of the approved leave of absence period, with a physician's certification that he/she is able to return to work (and listing any restrictions), will experience no loss of seniority during the approved leave period. An employee who is unable to return upon expiration of the approved leave will lose his/her seniority and cease to be a school district employee. The Transportation Supervisor will attempt to place a returning employee in his/her old position, or if this position is unavailable, in a comparable position.

B. **Discretionary Unpaid Leave.** Discretionary Unpaid Leave may be granted by the Superintendent upon written request to the Transportation Supervisor in time of emergency, also the reason(s) of "life events and/or similar purposes".

C. **FMLA Leave.** Unpaid leave of absence of up to twelve (12) weeks in a twelve (12) month period shall be provided to eligible bus drivers and bus aides according to and in compliance with the Family Medical Leave Act and its implementing regulations. To be eligible for this unpaid leave the bus driver or bus aide must have been employed for at least twelve (12) months and for at least twelve hundred fifty (1250) hours during the applicable twelve (12) month period and must meet any other eligibility criteria of the Family Medical Leave Act and its implementing regulations for the purpose of the unpaid leave provided. Paid leave available to the bus driver or bus aide under the terms of this Agreement and used by the bus driver or bus aide for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave.

### 8.3 Paid Leaves of Absence.

A. **Personal Time:** Upon completion of the probationary period, each regular bus driver shall be credited at the beginning of the school year with four (4) days of personal time and at the completion of ninety (90) scheduled student days, with three (3) additional days of personal time. Full year drivers shall receive one (1) additional day per year after the ninety (90) scheduled days. Personal time shall be administered in accordance with the following guidelines, namely:

1. Personal time may be used for any physical (e.g., pregnancy, communicable diseases, etc.) or mental condition which disables an employee from rendering services, but excluding any condition compensable by Workers' Compensation or resulting from other employment.

2. Personal time shall be charged against work days only and shall cease to accumulate during such period when the employee is on an authorized leave of absence, or is not otherwise regularly providing services to the Employer.

3. An employee cannot use personal time, and therefore cannot receive sick pay, during any time in which the employee is otherwise being compensated pursuant to Workers' Compensation laws.

4. If employment is terminated (except as set forth below regarding retirement), accumulated sick time is forfeited/canceled and the employee shall not be entitled to pay for such time. If an employee has used more sick leave than had been earned at the time he/she leaves the school district's employ, the Employer is authorized to deduct the value of the unearned amount used from the Employee's final pay check.

5. Unused personal time will be added to the employee's sick bank. Sick leave may be accumulated up to one-hundred (100) days for all employees. At the start of each school year, it will be determined that an employee (who has fulfilled Article VI, 6.1), and has accumulated thirty (30) days of sick leave, will receive two (2) additional days of sick time. This will occur every year he/she maintains thirty (30) sick days.

a. If an employee has twelve (12) years of uninterrupted service at the time of retirement, the employee shall receive (at his/her then prevailing rate of pay), full payment for ½ of his/her accumulated sick leave up to one hundred (100) days.

b. An employee who is absent on sick leave for five (5) or more consecutive work days may be required, at the Employer's discretion, to submit an appropriate physician's slip verifying the necessity of the leave.

6. Requests for planned personal time shall be made at the earliest practicable time but in no event on less than seventy-two hours notice, except in cases of emergency.

7. The Employer shall not be required to grant planned personal time to more than two (2) bargaining unit employees for a given day.

8. Any personal time that has not been used by the end of the school year or at the time of retirement will be added to the employee's accumulated sick bank. This will allow the employee's accumulated sick leave days to exceed the maximum accumulation for only those unused personal days that are converted to sick days under this provision.

9. Sick days currently banked or banked in the future may only be used for reasons described in Section 1 above, and shall not be used for planned personal time as described in Section 6.

10. Personal/Sick days cannot be taken in increments of less than one-half (½) day, with the exception of drivers regularly assigned to kindergarten and special education routes/runs, who may take personal/sick leave days in increments of not less than one-third (1/3) day (equivalent to one (1) of their three (3) daily runs).

**B. Funeral Leave:** Upon completion of the probationary period, regular bus drivers will be permitted, upon written request to the Transportation Supervisor, up to three (3) paid days funeral leave. Such leave time will be granted for the funeral of an immediate family member, defined as: spouse, child, step child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or grandparent-in-law. Additional unpaid time may be taken, with the Transportation Supervisor's approval, for these immediate family members or others. Employees may also utilize accumulated personal days, if they choose, for additional days that are approved.

**C. Jury Duty Leave:** Upon being summoned for jury duty, the bus driver must promptly submit a copy of the summons to the Transportation Supervisor. The employee will thereafter be granted a leave of absence while serving as a juror. Upon submitting proof of jury duty pay, the Employer will pay the driver the difference between the jury duty pay and his/her regular wages. Any employee released from jury duty prior to noon on any scheduled work day, must report to the Transportation Supervisor for possible assignment for the remainder of the day.

**ARTICLE IX  
COMPENSATION**

**9.1 Basic Compensation.** Bus Drivers and Bus Aides shall be paid at the designated hourly rate for all hours worked as follows:

	Effective <u>Upon Ratification</u>	Effective <u>July 1, 2016</u>	Effective <u>July 1, 2017</u>
Bus Drivers	\$16.43	Wage/benefit	Wage/benefit
Bus Aides	\$12.05	Re-opener	Re-opener

Each member of the bargaining unit shall receive an additional one hundred and fifty dollar (\$150.00) off-schedule bonus in the 2015-2016, 2016-2017 and 2017-2018 school years if the District's student count rises by eighty (80) or more in each respective school year the student count number will be reevaluated for the 2016-2017 and 2017-2018 school years.

During the probationary period, a bus driver or bus aide shall be paid at an hourly rate that is \$1.00 less than the designated regular hourly rate.

Regular double run bus driver positions will be scheduled for an average work day of at least five and one half (5½) hours of work averaged over the course of the regular five day work week. Regular single run bus driver positions and/or special education bus driver positions will be scheduled for an average work day of at least three (3) hours of work per work day averaged over the course of the regular five day work week. Kindergarten bus driver positions will be scheduled for an average of two (2) work hours per kindergarten run averaged over the course of the regular five day work week. All time worked while on regular run assignments and all other working time (e.g., pre-trip safety checks; bus starting; fueling; cleaning; etc.), other than time spent driving on trips, will be counted toward the guaranteed minimum. Time spent driving on trips is the only time which will not be counted toward the guaranteed minimum work hours.

Guaranteed hours for SPED drivers will be identified as falling within three (3) categories: 5.5 hours, 3.0 hour, or 1.0 hours. Hours will be identified at the beginning of the school year or at the time of the posting of a new or vacant route/run.

**9.2 Longevity:** No later than June 30 of each completed school year, the drivers who qualify will be granted a stipend for driving 97% of their scheduled driving days that year. (Jury Duty and Funeral Leave will be excused and not be charged against the 97%). The stipend will be paid as follows:

One (1) to Four (4) Years:	\$250.00
Five (5) Years:	\$475.00
Ten (10) Years:	\$500.00
Fifteen (15) Years:	\$525.00
Twenty (20) Years:	\$600.00
Twenty-five (25) Years:	\$650.00
Thirty (30) Years:	\$700.00

\* ½ of payment to be paid if 97% standard is met after the completion of ninety (90) scheduled student days (i.e. three (3) days).

\* ½ of payment to be paid if 97% standard is met after the last scheduled student day of the school year. (i.e. three (3) days).

### **9.3 Fifty Week Driver and Bus Aide Benefits.**

A. The Employer currently employs one driver, who is a member of the bargaining unit, who regularly drives fifty (50) weeks per year. This 50 week per year driver (provided the driver remains in this position), along with her/his spouse, will be provided with health and dental insurance equal to that, and on the same terms as that received by the Employer's Transportation Mechanics.

The Employer also agrees that in addition to the paid holidays which the 50 week per year driver currently receives (pursuant to Article IX 9.8), he/she will also (provided he/she remains in the 50 week per year position), receive an additional paid holiday on July 4<sup>th</sup> of each year and one (1) week of vacation (to be determined by the Transportation Supervisor) either in July or August.

B. The Bus Aide will receive \$150 per month for health insurance.

**9.4 Over Night Trips.** In the event that a driver is on a trip for twenty-four (24) or more hours, eight (8) hours will be deducted at the end of each 24 hour period. The Employer will reimburse the driver for authorized expenses (prior written approval) incurred for sleeping accommodations on each over night trip.

**9.5 Minimum Trip Time.** All trips will be paid a minimum of two (2) hours. This includes drop-offs or one-way trips. A trip will be paid as posted, it will not be decreased after a driver has bid on the trip.

**9.6 Notice of Trip/Special Run Cancellation.** Whenever a trip is canceled, the canceled driver will be offered the next available trip in the appropriate category. When a notice of cancellation is not given before a driver arrives at work for a trip or a special run, the driver shall receive a minimum of one (1) hour at his/her applicable hourly rate for reporting to work when a trip has been canceled. When a driver is on a trip and is called back due to cancellation, he/she shall receive their regular scheduled route pay, but the driver shall not be offered the next available trip.

**9.7 Retirement Credit.** Retirement credit will be earned and credited in direct proportion to hours worked (to the nearest 1/4 hour). A driver will therefore earn one (1) hour retirement credit for each hour of compensable working time (to the nearest 1/4 hour).

**9.8 Paid Holiday.** Regular bus drivers/(Bus Aides) who drive a regular full time route or special education run will receive their regular compensation (providing they were not absent the last work day preceding and the first work day following the holiday, except in case of Jury Duty or a Funeral) for the following holidays:

Thanksgiving Day	Day After Thanksgiving
Christmas Eve Day	Christmas Day
Day Before New Year's	New Year's Day
Memorial Day	

**9.9 School Bus Driver's Training.** Training sessions will be determined by the Employer and attendance of bus drivers may be required. Employees required to attend such training sessions will be paid at their current hourly wage rate for the required time in attendance.

**9.10 Kindergarten Orientation and Extra Help.** Each kindergarten driver will be paid for one (1) kindergarten run (to be completed after orientation and before school starts) for learning their route. Each kindergarten driver will be entitled to have a second driver to help assist students on the noon run to insure the safety of the students during the first two (2) days that school is in session. Helpers will be selected by seniority from the substitute kindergarten driver sign-up sheet and will be paid at their regular rate.

**9.11 Snow Days.** If school is closed on scheduled instructional days because of adverse weather or other emergencies and no bus service is required, bus drivers shall be paid their guaranteed hours for such days if the canceled instructional days will not be rescheduled. If school is canceled (and there are no paid days left) and notification is not given by 5:30 a.m., employees who report to work will be paid for one (1) hour. Kindergarten drivers will not suffer a loss in their regular weekly hours as a result of a delayed day or an early release day. This shall not include field trips.

The twelve (12) month Special Education driver, Special Education Aide and/or Math & Science Run Driver (5.5 hour) shall be compensated for the first three (3) snow days, if the instructional days will not be rescheduled. Should subsequent snow days occur, the twelve (12) month Special Education Driver, Special Education Aide and/or Math & Science Run Driver (5.5 hour), shall report to work if the school district they serve is in session when Gull Lake Community Schools is closed due to a weather related or emergency cancellation. In lieu of their driving/aide duties, they will be responsible for cleaning the inside of the special education, math & science and/or spare buses. Other duties may be assigned after consultation with the Union to ensure job duties are appropriate.

In the event the school district serviced by the twelve (12) month Special Education Driver, Special Education Aide and/or Math & Science Run Driver (5.5 hour) is also closed, the above mentioned drivers/aide shall make-up their hours lost due to the "snow days" during a regularly scheduled instructional day. This will result in the driver/aide working beyond their normally scheduled hours. The hours will be worked out in advance with the Transportation Supervisor. Should a driving opportunity arise, the above-mentioned drivers may choose to substitute on the route/run if the Transportation Supervisor has advanced notice and a substitute driver has not been scheduled. The Special Education Aide will not be permitted to ride with a driver in lieu of cleaning the interior of the special education/spare buses or other appropriate work. Upon completion of the scheduled hours, the twelve (12) month Special Education Driver, Special Education Aide and/or Math & Science Run Driver (5.5 hour) will be compensated for the "snow days" that were not rescheduled. Should the above-mentioned drivers/aide choose not to perform the outlined work, they will not be compensated.

**9.12 Random Testing for Controlled Substances and Alcohol.** It is the intent of both parties to comply with all Federal, State and local rules, regulations and policies regarding random testing for controlled substances and alcohol for employees required to maintain a commercial driver's license. For on-site random drug and alcohol testing, drivers will be paid for actual time of the test. If a driver is required to go to an offsite facility, he/she will be compensated for two (2) hours at the current driver's rate of pay.

**9.13 Medical Exams/Tests.** All drivers must present a statement from a certified physician ascertaining their fitness to drive prior to their taking out a bus. The Employer will arrange and furnish physicals at a particular time and place. Anyone not wishing to participate may take the responsibility to get his/her own physical at his/her own expense. Drivers who elect not to participate shall be reimbursed for the cost of such physical examination in an amount equal to that which the Employer pays its physician to perform Employer furnished physicals, except that probationary drivers shall not receive such reimbursement until the end of the year and providing the driver is still an employee of the school. The Employer shall pay a seven dollars and fifty cents (\$7.50) stipend to each employee for travel costs incurred to the physical.

**9.14 Recruitment Stipend.** The Employer will pay a \$600.00 stipend to current Gull Lake Community Schools bus drivers (this amount may be shared between two drivers i.e. \$300.00 each but no more than two) for recruiting a driver upon completion of the following criteria to the Employer's satisfaction:

The bus driver applicant (person recruited) must successfully complete the following:

- Work for the Gull Lake Community Schools for one full year (required student attendance days) from the first day of the 60 day probationary period (unpaid days absent do not count towards the accrual of the full year).

The employee and the successful applicant will be required to sign an affidavit stating that all conditions to earn the stipend have been met. The Transportation Supervisor will approve the signed affidavit.

**9.15 Start of Year Stipend.** The District will pay to each regular driver an \$85.00 stipend on the first pay period after the orientation meeting at the beginning of each school year.

## **ARTICLE X MISCELLANEOUS PROVISIONS**

**10.1 Use of School Facilities.** Provided the Employer is not thereby required to pay another employee (i.e., to open or close buildings) for work outside that employee's regular work hours, the Union shall have the right, upon reasonable request, to use school facilities which are not otherwise being used, to conduct Union meetings.

**10.2 Use of School Equipment.** The Union shall be permitted the reasonable use of school computers, duplicating machines, copiers, and audio-visual equipment, provided that such use does not interfere with the Employer's use.

The Employer will designate one telephone in the garage for use by drivers. Drivers are not permitted to use the garage's alternate (non-designated) telephone without the Transportation Supervisor's permission. The designated telephone is to be used for school related business, and therefore must not be tied-up by personal telephone calls. Personal telephone calls should therefore be kept to a minimum. Personal long distance telephone calls charged to the School District are prohibited.

**10.3 Tardiness and Absences.** Drivers are to inform the Transportation Supervisor as soon as possible when they are to be absent to allow sufficient time to secure the services of a replacement. Drivers that are absent for their morning run must call between the times of 5:00 a.m. and 5:30 a.m. All other runs, the Transportation Supervisor must be notified at least one (1) hour prior to the start of the driver's run, except in the case of an emergency.

In the event that a driver is tardy, the Transportation Supervisor may assign another driver to the run of the tardy driver. The run left as a result of the aforementioned action will be filled by a substitute driver or by the tardy driver if he/she arrives in time. In the event that all runs are filled when the tardy driver arrives, the tardy driver will not be paid for that run and will lose any other pay associated with the run.



Absences of a bus driver or bus aide for reasons other than approved absences under the paid leave provisions of this Agreement and under the unpaid leave provisions of this Agreement shall be unauthorized absences for which the bus driver or bus aide will be subject to discipline up to and including discharge.

**10.4 Trip Absences.** The Employer shall have the authority to deny a driver the next available trip (in that same category) if a driver who is scheduled to take an extra trip fails to provide the Transportation Supervisor with at least twenty-four (24) hours notice that he/she is unable to keep the scheduled trip. If this occurs three (3) times in one school year, the driver will be dropped from the trip list. The driver will thereafter not be eligible to take trips until the next school year. In the case of proven illness or family emergency, disciplinary action will not be taken.

**10.5 Discipline.** The Union recognizes the Employer's rights to utilize disciplinary action when needed to maintain order and efficient operations. To this end, the Union recognizes the Employer's right to discipline and discharge employees who have satisfactorily completed the probationary period for good cause/just cause. Except in cases justifying a departure from progressive discipline, drivers engaging in misconduct shall be progressively disciplined as follows:

- Step 1. Oral Warning - the oral warning will be documented and placed in the driver's personnel record.
- Step 2. Written Warning - the written warning will be placed in the driver's personnel record.
- Step 3. Suspension - one to five day unpaid suspension at the Employer's discretion, based on the nature of the misconduct. The suspension will be documented and placed in the driver's personnel record.
- Step 4. Discharge.

Oral or written warnings that are more than one year old without repeated misconduct will not be considered for progressive disciplinary purposes. Disciplinary actions will not, however, be removed from the employee's personnel record, and may, even though more than one year old, be considered in those cases justifying a departure from progressive discipline.

**10.6 Flexible Spending Account.** The Employer will, for the duration of the Agreement, provide all regular bus drivers who have completed the probationary period with access to a Flexible Spending Account (i.e. Section 125 Plan). A Flexible Spending Account allows eligible employees to contribute pre-tax dollars to their Account, from which they can subsequently seek reimbursement for covered/eligible expenses (e.g. health care expenses, dependent care expenses, insurance premiums, including AFLAC). The net effect is that covered/eligible expenses can be paid with pre-tax, as opposed to post-tax dollars, thereby providing a significant cost savings to the employee. For more information about Section 125 plans, eligibility, plan years and election dates, etc., please contact administration. Although this provides a brief explanation of Flexible Spending Accounts, the plan documents, as well as applicable law, will prevail and be controlling. The drug discount card premium can be paid through the Section 125 plan.

**10.7 Video Cameras.** The Transportation Supervisor will notify the appropriate driver before a video camera is installed on his/her bus.

**10.8 Meetings.** When a meeting called by and/or authorized by management requires a driver's attendance, the driver will be guaranteed a minimum of 30 minutes pay at the regular rate. If the meeting exceeds 30 minutes (calculated from when the meeting is scheduled to start), the driver will be paid at the regular rate from the time when the meeting is scheduled to start until the meeting concludes and the driver is dismissed.

## ARTICLE XI

### TERMINATION OR MODIFICATION

**11.1** This Agreement constitutes the complete agreement between the parties and shall continue in full force and effect until 11:59 p.m. on June 30, 2018.

**11.2** If either party desires to terminate this Agreement, it shall, not later than sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if either party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to contract anniversary dates.

**11.3** If either party desires to negotiate modifications of this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of such intent, in which event the notice shall set for the nature of the modification(s) desired. In the event the Employer and the Union undertake such negotiations to modify this Agreement, it shall expire June 30, 2018, at 11:59 p.m., unless it is extended for a specific period by mutual written agreement of the Employer and the Union.

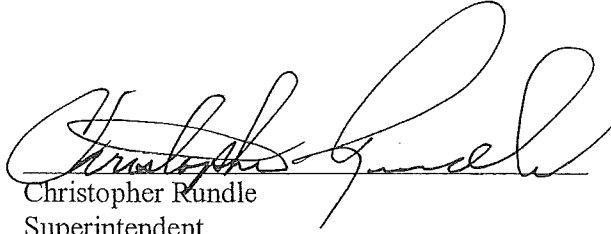
**11.4** Notice of Termination or Modification Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Business Representative, Local 324, International Union of Operating Engineers, and if the Employer, addressed to the Assistant Superintendent, Gull Lake Community Schools, or to any such address as the Union or the Employer may make available to each other.

**11.5** If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder. If any such provision or application is deemed null and void, the parties shall enter into immediate negotiations for the purpose of arriving at language in compliance with the law.

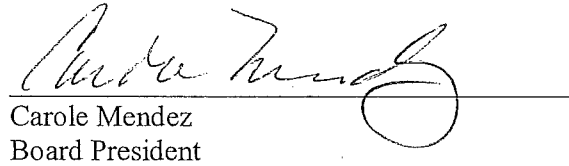
IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

FOR THE EMPLOYER:

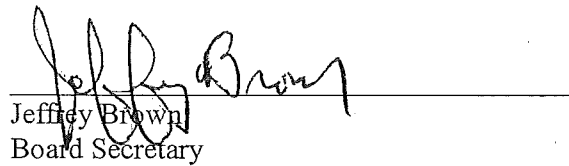
GULL LAKE COMMUNITY SCHOOLS  
11775 E. D Ave  
Richland, MI 49083



Christopher Rundle  
Superintendent



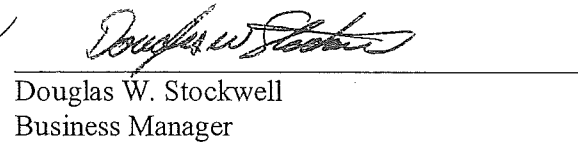
Carole Mendez  
Board President



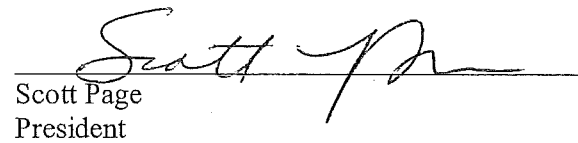
Jeffrey Brown  
Board Secretary

FOR THE UNION:

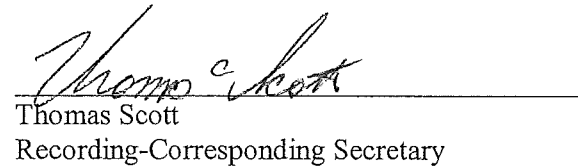
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 324  
324 A, B, C, D, G, H, P, RA, S – AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302



Douglas W. Stockwell  
Business Manager



Scott Page  
President



Thomas Scott  
Recording-Corresponding Secretary

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Gull Lake 2015-2018.doc  
6/26/2015