

MASTER AGREEMENT

between the

GOBLES BUS DRIVERS ASSOCIATION

and

GOBLES PUBLIC SCHOOLS



**GOBLES PUBLIC SCHOOLS
MASTER AGREEMENT WITH GOBLES BUS DRIVERS**

- I. Duration of Agreement -- Effective July 1, 2009, to June 30, 2014, a formal Agreement has been reached with the Gobles Bus Drivers and the Board of Education of Gobles Public Schools. As part of the Agreement, the items contained in this document are acceptable to both parties. This agreement includes a wage only re-opener for 2011-2012, 2012-2013, and 2013-2014 school years.
- II. Conditions of Employment -- Bus Drivers must meet all requirements of the Michigan Department of Transportation and the Michigan Department of Education for both initial qualifications and periodic re-qualifications. Employment will be terminated if these qualifications are not met.
- A. One of the conditions of employment is a physical examination as required by law. The Board agrees to pay the fee of the yearly physical requirement to the doctor of the District's choice or pay a \$25.00 reimbursement fee to a doctor of the driver's choice.
- III. Seniority -- will be determined by the hiring date of an employee into the transportation department. The official hiring date shall be the date upon which the employee has successfully completed all of the requirements necessary to receive proper certification.
- A. Should conditions dictate a reduction or expansion in the number of routes, seniority will be used.
- 1) If reductions are necessary, bus drivers with the least amount of seniority shall be laid off first.
- 2) If an expansion in the number of routes becomes necessary, bus drivers with the most seniority will be given first priority.
- B. Vacant or new positions will be open for bid and assignments will be made based upon seniority.
- C. Seniority will not be considered in the assignment of vehicles to routes.
- D. Field trips will be assigned based upon a seniority rotation list among those drivers who sign up each year to drive charter trips.
- E. Seniority is based upon full time drivers only. Full time driver is defined to be any driver who regularly drives school transportation vehicles involving at least two single trips per day.
- IV. Definition of Terms -- For the purpose of this Agreement the terms "Bus Driver(s)", "employee" or "driver" all refer to full time bus drivers as defined below. Also, the term "charter trip(s)" refers to any bus trip that is not a regular run. Regular runs are defined to be:
- A. Runs picking up students before school in the morning and returning students to their homes after school.

- B. Kindergarten runs.
- C. Skill center runs and special education runs.

V. Salary

- A. See attached bus drivers' salary schedule.
- B. Longevity -- a per hour/run premium will be paid to drivers after accumulated years of employment with the district. This longevity pay does not accumulate from one level to the next.

Level 1	1-4 years of employment	.25 per hour/run
Level 2	5-9 years of employment	.30 per hour/run
Level 3	10-14 years of employment	.35 per hour/run
Level 4	15-19 years of employment	.40 per hour/run
Level 5	20 + years of employment	.45 per hour/run

- C. The per run rate paid to the Kindergarten bus drivers shall be two times the regular per run rate providing the number of Kindergarten bus runs remain at the current level of three (3). If the number of Kindergarten runs increase (more than 3) over the life of this agreement, the per run rate paid to Kindergarten drivers shall be negotiated at that time.
- D. The Board will pay each driver up to eight (8) hours, at the charter trip rate, for preparing original route maps and rider/student lists for each trip regularly assigned to that driver. The drivers will also be paid an additional eight (8) hours, at charter trip rate, for updating maps and rider/student lists at the beginning of the second semester of the current school year. All maps and rider/student lists shall be completed and submitted to the Director of Operations office within 10 school days after the first day of each semester. Failure to submit the maps and rider/student lists shall forfeit this benefit.

VI. Paid Holidays -- The driver will be paid his/her normal daily rate for each of the following holidays:

- *Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Memorial Day

NOTE:

* Only if the Labor Day holiday falls within the regularly scheduled school year.

VII. Leave Days -- Each full time bus driver shall be credited with a maximum of eight (8) sick leave days and four (4) personal leave days per year. A sick leave day shall be defined as absence due to illness of self, spouse, child, or immediate family member and is not to be used for vacation, recreational, or "social" purposes. A personal leave day shall be for use at the driver's discretion.

- A. Leave days may accumulate up to one hundred twenty (120) days. The amount of

unused leave days for each employee shall be certified by the Employer at least each twelve (12) months. If an employee terminates his/her employment with the school district for one of the following reasons, the employee shall be paid accumulated leave day credits at a rate equal to the regular run rate at the first step.

- 1) Retirement*
- 2) Voluntary Quit*
- 3) Death
- 4) Permanent Disability

*In order for an employee to qualify for termination benefits under the language of this section, the following conditions must be met.

- 1) Employment with the Gobles Public Schools for a minimum of 10 years.
- 2) No pending involvement with the Board of Education or Administration regarding disciplinary action.
- 3) Not having a reprimand on file during the past 30 days.
- 4) A minimum of 45 working days advance written notification must be submitted to the Director of Operations. This time limit may be waived by the Superintendent in the case of an acceptable emergency or extenuating circumstances.

- B. Except as the Employer shall otherwise agree, leave days shall be charged against working days only, and shall cease to accumulate during such period as the employee is on leave of absence, laid off, receiving Worker's Compensation or disability insurance benefits, or otherwise not regularly providing services to the employer.
- C. Leave days shall be allocated according to the number of runs a driver would have for that particular leave day.
- D. The Employer may require a physician's statement certifying the Employee's illness and ability to return to work if an Employee is absent from work over two consecutive days, or four days in a period of ten (10) working days. Whenever abuse is suspected, the Employer may require verification of need for absence from a physician.
- E. Payment For Accumulated Leave Days Over the Maximum -- The Board agrees to pay an amount equal to the first step of the regular run rate for each leave day an Employee accumulates over the maximum limit of one hundred twenty (120) leave days. This payment will be paid with the last pay period in June of each year. This would only be paid to the driver if he or she has not qualified for, or chooses not to participate in any Incentive Program for the current year.

VIII. Charter Trips -- The following conditions will apply:

- A. Trips will be assigned on a rotating basis based upon the seniority rank of those drivers signing the Charter Trips Interest List at the beginning of each school year.

- B. In order to guarantee no loss in pay when taking Charter Trips, drivers get their regular run rate plus the payment of the Charter Trip rate minus ½ hour when taking Charter Trips that begin early enough to cause the driver to lose their regular run pay.
- C. In order to guarantee no loss in pay when taking Charter Trips, drivers who will be gone all day on Monday-Fridays, will be paid for one run at the driver's regular run rate, plus the payment of the Charter Trip Rate.
- D. The Board will negotiate, when necessary, Special Charter rates for extended-stay trips or trips with extenuating circumstances.
- E. There will be a minimum pay rate of two (2) hours for any Charter Trips that involve two or less hours. Also, there will be a minimum pay rate of one (1) hour for the cancellation of a Charter Trip for which the driver was not given one (1) hour of notification.
- F. A \$25.00 premium will be paid for Charter Trips in excess of one hundred twenty five (125) miles one way. Chicago, Detroit and Cedar Point would be prime examples.
- G. For all out of town events, cost for tickets or admittance, up to a maximum of \$35.00, for the bus driver(s) will be borne by the sponsoring group. Meal allowances are limited to: breakfast \$6.00, lunch \$7.00, and dinner \$9.00. If a free meal is provided to the driver by a restaurant or by the Charter Trip activity, the meal allowance will be considered null and void. Meal receipts must be provided for reimbursement.
- H. A kindergarten driver will always be used for Kindergarten Round-Up, when and if the Kindergarten drivers are available.
- IX. Adverse Weather -- If school is closed by reason of adverse weather or other emergency conditions, all full time bus drivers shall receive their regular rate of pay for each day, provided that the employee's liability shall be limited to five (5) days per school year.
- X. Special Education Transportation
 - A. Drivers transporting special education students will be paid on a Charter Run rate as outlined in this agreement.
 - B. Special education drivers pay rate may change at any time because of state mandated requirements. Accordingly pay adjustments may be necessary. If pay adjustments become necessary the district will determine a new per run rate.
- XI. Medical Insurance The Board will discuss Medical Insurance Benefit using terms negotiated in the 2006-2009 contract if requested by a driver.
- XI. Additional Pay Additional working time by drivers will be paid at the Charter Rate for the

following:

- A. A bus breaks down and the driver is to stay with the bus until help arrives or the driver is otherwise directed.
- B. A driver responds to another bus to help transport students home or back to school in a timely manner.
- C. A driver has to clean, disinfect, and wash bus when a student has been sick.
- D. Drivers are called in to review a tape with the Superintendent, Director of Operations, Principal, or Dean of Students/Athletic Director in processing a Student Bus Conduct Report.

XII. Miscellaneous

- A. The Board will pay \$45.00 towards the cost of a spring jacket for each full time bus driver during the life of this Agreement. In addition the Board will pay one half of the cost of a winter jacket for each full time bus driver during the life of this Agreement.
- B. The Board will reimburse bus drivers the cost of the regular basic driver's license and the chauffeur's license (CDL) with the appropriate school bus driver endorsements. This would include the cost of the new (S) endorsement required by the State of Michigan.
- C. The Board will provide up to \$80.00 per bus driver to purchase two (2) short sleeved shirts and one (1) long sleeved sweatshirt during the life of this agreement.
- D. Vacancies and Job Openings
 - 1) With the exception of teaching and administrative positions, all jobs relating to Gobles Public Schools will be posted in the bus garage. Such notice shall contain the following information: type of work, location of work, starting date, rate of pay, hours of work, classification and minimum requirements.
 - 2) Whenever a vacant or new position occurs during the school year, the Director of Operations will post and fill this position with the best qualified candidate. Currently employed bus drivers will not be considered for this vacant or new position. However, during the summer, all drivers will be given the opportunity to bid on this vacant or new position.
 - 3) Notice of all vacancies and newly created positions within the Transportation Department shall be posted in the bus garage for seven calendar days. However, the District shall be able to fill such vacancies temporarily in case of emergency.
 - 4) Any employee may bid on such posted positions by notifying the Director of Operations in writing within the posted period.
 - 5) If for any reason Kindergarten, Skill Center, or any of the Special Education runs are dropped from the driving schedule, bumping of the least senior driver shall be allowed.
 - 6) Recognizing the need for consistency and student control, a driver assigned temporarily

to a run (because of illness or other cause of absence on the part of the regular driver) may be kept on that run for up to ten (10) days or two (2) full weeks, until the regular driver returns. If the time is in excess of two (2) weeks, the run will rotate drivers by using the drivers who signed the sub-list for the designated run.

- E. Whenever the bus driver's handbook is updated, a copy of the proposed changes will be distributed to all drivers before a final copy is printed.
- F. Bus drivers will be paid the current hourly charter trip rate for regularly scheduled monthly or mandatory meetings.
- G. Bus drivers will be reimbursed/paid the current charter trip rate for hours attending classes to gain or maintain certification. This pertains to hours of credit time only and not to driving time. It is the driver's responsibility to keep their certification current for their position as required by law.

XIII. Rights Reserved

- A. It is agreed that the Employer Right hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:
 - 1) Establish policies, manage and control the School District, its facilities, equipment, and its operations and to direct its working forces and affairs.
 - 2) Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel, and the scheduling of all personnel.
 - 3) Hire all Employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline or demotion and to promote, assign, transfer, and lay off Employees, and to reduce or increase work hours and to determine work hours and days. Determine job descriptions. Determine fitness for continued employment and require physical or mental examinations of Employees, including drug and alcohol testing by employer-selected licensed physicians and technicians.
 - 4) Determine the services, supplies, and equipment necessary to continue its operation and to determine schedules and standards of operation, and the institution of new or improved methods.
 - 5) Establish, modify, or change any work, business, shift, or school hours or days.
 - 6) Determine the number and location or relocation of its facilities, work stations and bus routes.
 - 7) Adopt rules and regulations.
 - 8) Determine the financial policies, including all accounting procedures.
 - 9) Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
 - 10) Determine assignment of busses and where busses are parked, stored, and housed,

both during and outside work hours.

11) Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B. Contract Interpretation

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

C. Limitation on Employer Rights

The exercise of the above powers, rights and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

XIV. Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline. Among the reasons for dismissal, suspension, or other disciplinary action of any Employee at the option of the Employer are the following, by way or illustration, and not limitation:

- Unsatisfactory work performance
- Physical or mental inability to perform job responsibilities
- Being in possession of or under the influence of drugs or alcoholic beverages during work hours or testing positive for drugs or alcohol
- Dishonesty
- Insubordination
- Disseminating confidential information or breach of confidentiality
- Unauthorized absence
- Repeated tardiness or absenteeism
- Theft or misappropriation
- Violence or destruction of property
- Possession of a weapon
- Immoral conduct
- Failure to pass required examinations
- Loss of drivers license
- Accumulation of more than six (6) points on driving record
- Loss of insurability under the District insurance policy for bus drivers
- Driving in an improper or unsafe manner while operating a school bus
- Abuse of sick leave, business leave, or other leave days
- Violation of board rules or policy
- Unacceptable rapport with students, parents, or other employees
- Harassment of students or employees, sexual or otherwise

XV. Special Leave (unpaid leave of absence) -- The Board may grant a leave **up to a year** to any Employee on such terms as the Board and the Employee shall agree for reasons not otherwise provided herein. In determining whether to grant such leave, the Board shall consider:

- A. the past performance of the Employee,
- B. the staff needs and other requirements of the Board,
- C. the length of service of the Employee and the probability that the Employee will return to the services of the Board,
- D. the purpose or purposes of the leave.

Requests for special leave shall be made in writing and must be received by the Director of Operations well in advance of the time this special leave is needed. Approval or denial of request for leave will occur four (4) weeks before the leave is scheduled to commence.

- XVI. Jury Duty-Court Leave -- An Employee shall be entitled to leave for jury service if the Employee is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of the Employee's assigned responsibilities. The driver shall receive compensation for runs that would have been assigned were jury duty service not required, without deduction of leave days, less any attendance fees paid. The Employee shall report to work whenever attendance in court is not actually required and will give the Director of Operations notice in order to avoid the unnecessary use of substitutes.
- XVII. Reporting Unsafe Conditions -- Any alleged unsafe conditions or tasks shall be immediately reported to the Director of Operations.
- XVIII. Refusal of Extra Trips -- In the event that all of the bus drivers on the extra trip list refuse the extra bus trip(s), the Employer may require the least seniority bus driver(s) on the extra trip list to take the extra bus trip(s). When there are not enough bus drivers on the bus trip list to meet the needs of the Employer, the Employer may then require a bus driver(s), whether on the extra trip list or not, to take the next bus trip(s) or may use substitute drivers at the Employer's discretion.
- XIX. Holiday Pay -- To be eligible for holiday pay, the driver must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the drivers scheduled work week or have been on approved absence.
- XX. Bus Route -- Bus Drivers are required to prepare route maps and rider/student lists for each route regularly assigned to that driver. A driver must keep the Director of Operations informed of all routing changes. If a student stop is in question, the driver may request that the Director of Operations ride with the driver to the designated stop to clarify and approve the student pick up and drop off location. When a change is made involving a student, the driver will fill out the proper form and send it to the families involved and a copy will be sent to the office of the Director of Operations.

When students move into or out of the District, stops will be added or dropped to accommodate these students.

In case of an emergency (a student becoming ill) the driver may request a routing change by using the radio to call the office for permission. The office will determine if a telephone call to the parent/guardian is appropriate at that time.

Changes in direction can be made by the bus driver when re-routing is done because a student/family will not have to be picked up or dropped off at their designated bus stop.

XXI. Vehicle Maintenance -- Each driver is responsible for scheduling the vehicle to which he is assigned for regular maintenance checks and servicing (grease jobs, oil changes, etc.). Each driver is also responsible for maintaining the vehicle to which he is assigned in a clean and orderly condition (which may or may not include washing the bus); pre-trip and post-trip inspections and/or cleaning of the assigned bus are expected of each driver prior to and/or following regular runs or extra trips. Failure to turn in slips within two (2) work days may result in discipline up to and including termination. The supervisor shall determine the inspection and/or cleaning requirements.

XXII. Transporting By Other Than Bus -- Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school vehicle other than a bus when determined appropriate by the Employer.

XXIII. Drug and Alcohol Testing -- All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Act.

The District will provide, upon request, a copy of its policies and administrative procedures relating to the Act. The District will also in-service drivers annually on drug and alcohol testing.

Drivers undergoing testing as required by the Act will be paid minimum wage per hour for actual time of testing and travel to and from the testing site. If a driver is detained at the test site and as a result misses his/her run or assigned extra trip, the District will compensate the driver his/her regular or extra trip rate of pay, but the driver will not receive the minimum wage rate per hour compensation during the testing time.

XXIV. Time and a half (one and one half times their charter trip rate) will be paid to drivers when they are required to drive on Sunday. Double time will be paid on Board designated holidays: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day.

XXV. After a newly employed bus driver has been employed by the school district for one (1) calendar year, they will be paid the charter rate per hour for each hour of their training at Gobles.

XXVI. When a permanent substitute driver is filling in for a regular driver, he/she should be entitled to receive "act of god" day pay, if those days occur during the time he/she was scheduled to work for Gobles Public Schools.

XXVII. Transportation Incentive Program --has been designed to accomplish the following:

- Attract new drivers
- Retain current drivers
- Reward drivers with excellent attendance

The proposal to have the drivers earn a year-end bonus is based on:

- A. \$1.50 accumulating for every regular a.m. and p.m. run completed throughout the year (two per day).
- B. \$1.75 for every kindergarten run completed throughout the year (one per day).
- C. \$1.00 for every Bloomingdale special education run (two per day)
- D. Skill Center, Charter trips or substituting of any nature are not counted.

The following criterion applies:

- A. The bus driver must be full time and employed by the district for the entire school year.
- B. If the driver misses two (2) or fewer days a school year, they would receive 100% of the bonus.
- C. If the driver misses more than two (2) days and no more than four (4) days a school year, they would receive 50% of the bonus.
- D. If the driver misses over four (4) days, they would not receive the bonus.
- E. All days absent will count except days a bus driver is to appear in court for jury duty.
- F. Drivers who qualify and elect to participate in the bonus program will forfeit their remaining allotted leave days for the current school year. Previously accumulated leave days will not be affected.

BUS DRIVER REPRESENTATIVES

Date _____

SCHOOL DISTRICT REPRESENTATIVES

Date _____

Quality and Safety Are Our Goals