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6/30/2003

Quality and Safety Are Our Goals

MASTER AGREEMENT

between the

GOBLES BUS DRIVERS ASSOCIATION

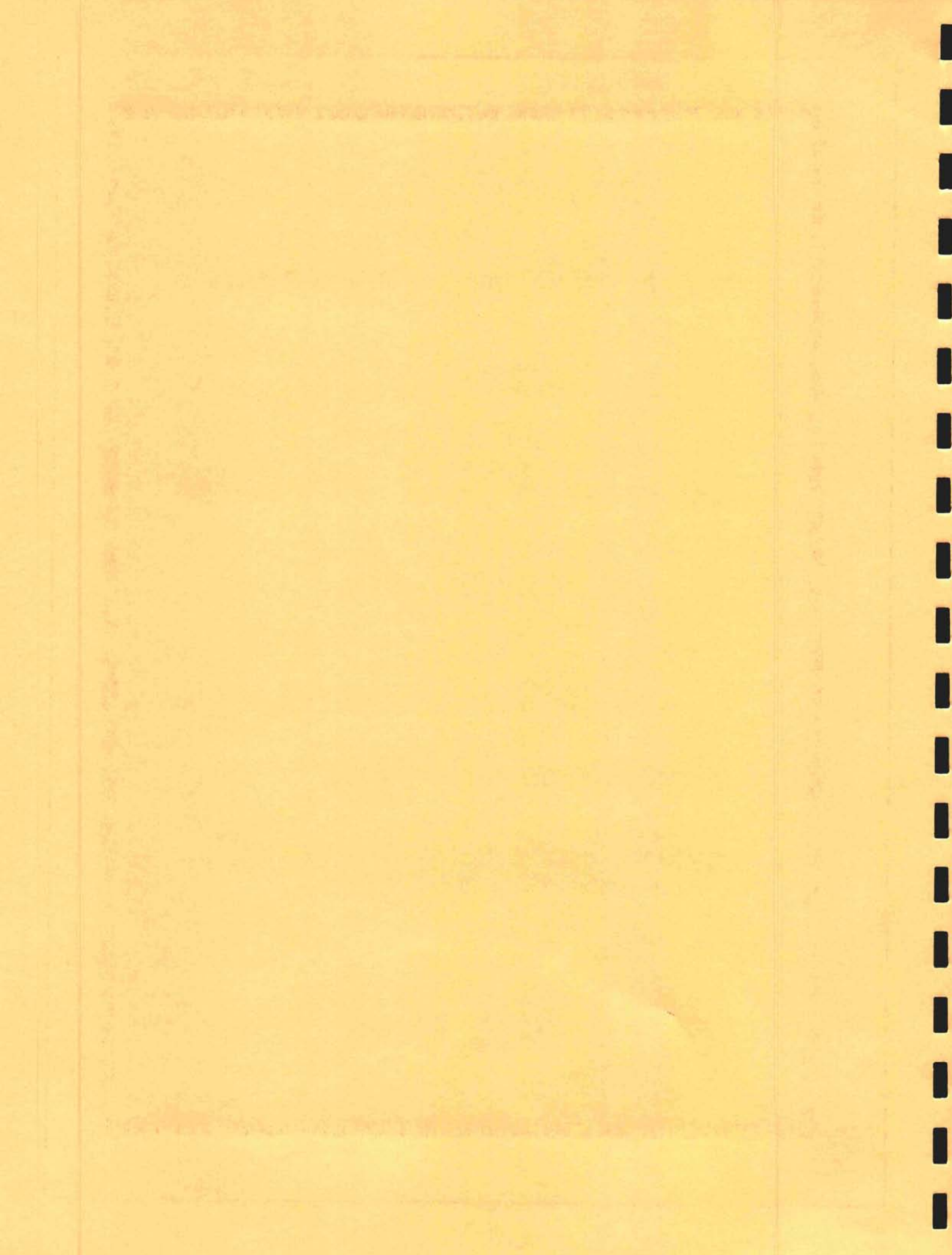
and

GOBLES PUBLIC SCHOOLS



1998-2003

Gobles Public Schools



GOBLES PUBLIC SCHOOLS MASTER AGREEMENT WITH GOBLES BUS DRIVERS

- A. **Duration of Agreement** -- Effective July 1, 1998 to June 30, 2003 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.
- B. **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.
1. One of the conditions of employment is a required yearly physical examination 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. License fees are the financial responsibility of the driver except as noted by this agreement.
- C. **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.
1. Should conditions dictate a reduction or expansion in the number of routes, seniority will be used.
 - a) If reductions are necessary, bus drivers with the least amount of seniority shall be laid off first.
 - b) If an expansion in the number of routes becomes necessary, bus drivers with the most seniority will be given first priority.
 2. Vacant or new positions will be open for bid and assignments will be made based upon seniority.
 3. Seniority will not be considered in the assignment of vehicles to routes.
 4. Field trips will be assigned based upon a seniority rotation list among those drivers who sign up each year to drive charter trips.
 5. 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.
- D. **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:

1. runs picking up students before school in the morning and returning students to their homes after school,
2. kindergarten runs,
3. Voc-Tech Center runs, and special education runs

E. **Salary** -- During the life of this Agreement, base salaries will be increased annually by the same percentage rate that teachers receive with the starting point being the 1998/99 salary schedule given below. Specific calculations to determine the annual percentage increase will be completed as outlined in the example given in Appendix A, which is attached. An updated salary schedule will be provided at the beginning of each contract year to all bus drivers.

1. SALARY 1998/99

Regular Run - per run	(1) \$15.23	(2) \$15.89	(3) \$16.52
Per Kindergarten run (with four (4) bus runs)	(1) \$22.87	(2) \$23.84	(3) \$24.78
Per Kindergarten run (with three (3) bus runs)	(1) \$30.49	(2) \$31.77	(3) \$33.05
Per Skill Center run	(1) \$38.10	(2) \$39.73	(3) \$41.30

SPECIAL EDUCATION RUNS

Bangor - per run	(1) \$21.90	(2) \$23.11	(3) \$24.32
Kalamazoo - per run	(1) \$25.96	(2) \$27.17	(3) \$28.37
Lansing - per run	(1) \$78.64	(2) \$79.85	(3) \$81.05

CHARTER TRIP RATE - \$8.83

2. Longevity -- a per hour/run premium will be paid to drivers after accumulated years of employment with the district.
 - 5 years of employment – 20 cents per hour/run
 - 10 years of employment – 25 cents per hour/run
 - 15 years of employment – 30 cents per hour/run
 - 20 years of employment – 35 cents per hour/run
3. The per run rate paid to the Kindergarten bus drivers beginning July 1, 1998 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 increases (more than 3) over the life of this agreement, the per run rate paid to Kindergarten drivers shall be 1-1/2 times the regular per run rate.
4. The Board will pay each driver up to 8 hours, at the charter trip rate, for preparing original route maps and rider/student lists for each trip regularly assigned to that driver.

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

*Labor Day	Christmas Day	**Good Friday
Thanksgiving Day	New Year's Day	
Day after Thanksgiving	Memorial Day	

NOTE:

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

** All full time bus drivers will receive ½ of their normal daily rate of pay.

G. **Sick Days** -- Each bus driver shall be credited with one (1) sick day for each month of employment for a maximum of (10) days per year. Sick days shall be administered in accordance with the following guidelines, namely:

1. Sick days may be used for:

- a) Any physical or mental condition which disables an Employee from performing his assigned duties, excluding any condition compensable by Worker's Compensation, or maternity to the extent permitted by law.
- b) Any communicable disease which would be hazardous to the health of students or other Employees.
- c) Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day.
- d) Funeral leave, to the extent hereinafter provided.
- e) Employees may use three (3) sick days per year for illness in that employee's immediate family. Immediate family is defined as spouse, child, mother, and father.
- f) The day your child is to leave for military service.
- g) The day before the wedding of your child.
- h) Any reasons agreed to by the Director of Operations and the Superintendent.

2. Sick days may accumulate up to one hundred (100) days. The amount of unused sick days for each employee shall be certified by the Employer at least each twelve (12) months. If an employee terminates his employment with the school district for one of the following reasons, the employee shall be paid accumulated sick day credits at a rate equal to the regular run rate at the first step.

- a) Retirement*
- b) Voluntary Quit*
- c) Death
- d) Permanent Disability

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

- a) Employment with the Gobles Public Schools for a minimum of 10 years.
 - b) No pending involvement with the Board of Education or Administration regarding disciplinary action.
 - c) Not having a reprimand on file during the past 30 days.
 - d) 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.
3. Except as the Employer shall otherwise agree, sick days shall be allocated in one-half (1/2) day increments, 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.
 4. 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.
 5. Payment For Accumulated Sick Days Over the Maximum—The Board agrees to pay an amount equal to the first step of the regular run rate (i.e. in 1998/99 = \$15.23) for each sick day an Employee accumulates over the maximum limit of 100 sick days. This payment will be paid with the last pay period in June of each year.

H. Funeral Leave

1. Immediate Family

If a member of the immediate family of the Employee shall die and the Employee attends the funeral of such person, he shall be entitled to three (3) days leave with pay, if reasonably required, which days shall be charged against sick leave. Up to two (2) additional days, deducted from sick days, may be allowed for out-of-state travel. Immediate family shall be defined as follows: spouse, children, grandchildren, mother (-in-law), father (-in-law), brother, sister, grandparents, and any relative who permanently resides in the household of the Employee.

2. Relatives

If a sister-in-law, brother-in-law, or grandparents-in-law shall die, and the Employee attends the funeral, he shall be entitled to one (1) day's leave with pay, if reasonably required. This day shall be charged against sick days. An additional day charged against sick days may be allowed for out-of-state travel or in such other circumstances as may be appropriate and approved, in advance, by the Superintendent.

I. Personal Business Days

All employees covered by this Agreement shall be allowed two (2) Personal Business leave days per year with pay, which shall be chargeable to sick leave allowance. Any unused personal business days shall accumulate as sick days up to a total of 100 days. Use of Personal Business Days shall be allocated in one-half (1/2) day increments. The Employer may impose reasonable restrictions on any leave requested for a working day immediately before or after a holiday, weekend or vacation. Personal Business Days shall not be used for the seeking of other employment, or for social, recreational, vacation, or other similar purposes. Bus drivers need to apply on the approved Personal Business Day Form at least one (1) week in advance of the day of the requested absence. The time limit may be waived by the Superintendent in the case of an acceptable emergency or extenuating circumstances.

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

1. 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.
2. 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 starting at 3:45 p.m. when taking Charter Trips that begin early enough to cause the driver to lose their regular run pay.
3. 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.
4. The Board will negotiate, when necessary, Special Charter rates for extended-stay trips or trips with extenuating circumstances.
5. There will be a minimum pay rate of \$18.63 for any Charter Trips that involve two or less hours. Also, there will be a minimum pay rate of \$18.63 for the cancellation of a Charter Trip for which the driver was not given adequate notification as determined by the Director of Operations. This premium will increase each year by the negotiated percentage increase in the regular run rate.
6. A \$13.78 premium will be paid for Charter Trips in excess of 150 miles one way and for all Sunday trips. This premium will increase each year by the negotiated percentage increase in the regular run rate.
7. The costs for tickets or admittance for the bus driver(s) will be borne by the sponsoring group only if the driver's attendance is required. Meal allowances are limited to: breakfast \$4.00, lunch \$6.00 and dinner \$8.00. 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.

K. **Adverse Weather**

1. 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 two (2) such days.

L. **Special Education Transportation**

1. Drivers transporting special education students will be paid on a per run rate as outlined in this agreement.
2. 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.
3. Special education drivers will not be eligible for the Charter Trip premium as defined in Section J.

M. **Medical Insurance** -- The Board shall provide, for Medical Insurance Benefits only, a monthly (a total of twelve months each year) subsidy for all full time bus drivers under the following conditions:

1. Medical benefits are available to full time bus drivers only.
2. The amount of the monthly medical benefit provided by the Board will be determined by the number of years of service of the bus driver in the Gobles School District as outlined in the schedules given below.
3. The years written at the top of the schedules given below represent the minimum number of years of service, which must be completed before the driver becomes eligible for this benefit. For example, a full time driver will be eligible for this benefit at the beginning of their third, sixth, or eleventh year respectively.
4. The Board reserves the right to select the insurance carrier.

<u>School Year</u>	<u>Two Years</u>	<u>Five Years</u>	<u>Ten Years</u>
1998/99	60	72	84
1999/00	70	82	94
1000/01	80	92	104
2001/02	90	102	114
2002/03	100	112	124

N. Miscellaneous

1. The Board will pay \$25.00 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.
2. The Board will reimburse bus drivers the cost differential between the regular basic driver's license and the chauffeur's license with the appropriate school bus driver endorsements.
3. The Board will provide up to \$70.00 per bus driver to purchase two (2) short sleeved and one (1) long sleeved sweatshirt during the life of this agreement.
4. Vacancies and Job Openings
 - a. Notice of all vacancies and newly created positions within the Transportation date, rate of pay, hours of work, classification, and minimum requirements. 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. 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.
 - b. Any employee may bid on such posted positions by notifying the Director of Operations in writing within the posted period.
 - c. With the exception of teaching and administrative positions, all jobs relating to Gobles Schools will be posted in the bus garage. Such notice shall contain the following information: type of work, location of work, starting
 - d. 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.
5. 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.
6. Bus drivers will be paid the current hourly trip rate for regularly scheduled monthly or mandatory meetings.
7. 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.

O. Rights Reserved

1. 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:
 - a) Establish policies, manage and control the School District, its facilities, equipment, and its operations and to direct its working forces and affairs.
 - b) Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
 - c) 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.
 - d) 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.
 - e) Establish, modify, or change any work, business, shift, or school hours or days.
 - f) Determine the number and location or relocation of its facilities, work stations and bus routes.
 - g) Adopt rules and regulations.
 - h) Determine the financial policies, including all accounting procedures.
 - i) Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
 - j) Determine assignment of busses and where busses are parked, stored, and housed, both during and outside work hours.
 - k) Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

2. 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.

3. 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.

O. 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

P. Special Leave (unpaid leave of absence) -- The Board may grant a leave 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:

1. the past performance of the Employee
2. the staff needs and other requirements of the Board

3. the length of service of the Employee and the probability that the Employee will return to the services of the Board
4. 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.

- Q. **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.
- R. **Reporting Unsafe Conditions** -- Any alleged unsafe conditions or tasks shall be immediately reported to the Director of Operations.
- S. **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.
- T. **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.
- U. **Bus Route** -- No changes of stops or in direction of routing shall be made by anyone other than the Director to Operations once the route has been established. A driver may request a change in routing, in writing, to the Director of Operations, who is to reply to said request within five (5) working days of receipt of such a request. The request is to state the old route, the new route requested, and reasons for the change. When students move out of or into the District, stops will be added or dropped to accommodate these students, and the Director of Operations is to be notified in advance, in writing, of such proposed change of stops and the reason for such change.
- V. **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. The supervisor shall determine the inspection and/or cleaning requirements.

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

- X. **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.

BUS DRIVER REPRESENTATIVES

Andrea Dalton
Barbara Stadler
Raney L. Eaton

Date 9/14/98

SCHOOL DISTRICT REPRESENTATIVES

Myron L.
Rachel C. Kube

Date 9/14/98

GOBLES PUBLIC SCHOOLS
METHOD FOR CALCULATING PERCENTAGE INCREASE

The method used to determine annual salary percentage increases with the information as provided from the VBCEA, MEA, Uniserve Director is illustrated below:

BA		BA+18		MA		MA+15	
<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
5.4%	5.2%	5.4%	5.2%	5.5%	5.2%	5.4%	5.2%

Calculations:

BA	Min - 5.4%
	Max - 5.2
BA+18	Min - 5.4
	Max - 5.2
MA	Min - 5.5
	Max - 5.2
MA+18	Min - 5.4
	Max - <u>5.2</u>
Total	42.5
Total	42.5
Divided by 8	<u>- 8</u>
Annual percentage increase to be used	5.3

