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6/30/90

COLLECTIVE BARGAINING AGREEMENT
between
GULL LAKE COMMUNITY SCHOOLS
and
GULL LAKE BUS DRIVERS' ASSOCIATION
1988-89
1989-90

Gull Lake Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the GULL LAKE COMMUNITY SCHOOLS, Kalamazoo, Barry and Calhoun Counties, Michigan (hereinafter called the "EMPLOYER") and the GULL LAKE BUS DRIVERS ASSOCIATION (hereinafter called the "ASSOCIATION").

The terms and conditions of this contract shall supercede any terms, conditions or agreements which may have existed prior to the agreement.

ARTICLE I

Recognition

The EMPLOYER recognized the ASSOCIATION as the sole and exclusive collective bargaining representative of the employees (as hereinafter defined) for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

For purposes of this Agreement:

- A. "Employee" shall refer to any employee within the scope of the bargaining unit, namely, all regular and part-time bus drivers, excluding supervisors and all other personnel employed by the EMPLOYER, including, but not limited to mechanics, substitute bus drivers,
- B. "Regular Bus Driver" shall refer to any employee who is assigned to a regular run during both the morning and afternoon.
- C. "Part-time Bus Driver" shall refer to any employee who is not a regular bus driver.

ARTICLE II

Teacher Drivers

Teachers may be used any time an emergency occurs for either regular or substitute runs or special runs. All regular drivers will be called first if time permits.

ARTICLE III

Special Requests

A. The representative of the ASSOCIATION may confer with the EMPLOYER from time to time regarding special needs and requests.

B. The contract may be re-opened for specific reasons only on the mutual agreement of both parties.

ARTICLE IV

Route Changes

Drivers may not change any part of their route or give unauthorized service to any student without the approval of the EMPLOYER.

All Policy changes regarding bus drivers will be posted at the bus garage.

ARTICLE V

Seniority

All new drivers shall be on a probationary status for the first thirty (30) driving days and during such period such drivers shall not be eligible for benefits set forth in the AGREEMENT.

One year's seniority will be earned if a driver drives a minimum of 165 days during the school year. 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. The Administration has the right to waive the 165 days minimum due to sickness or accident. A doctor's slip will be required for more than five (5) consecutive sick days.

Drivers whose employment is terminated shall lose all seniority.

Seniority will prevail when a regular daily run becomes open. In event of route vacancy, the route involved shall be posted. All drivers shall have the right to bid on vacant runs with driver seniority prevailing. Vacancy notice shall be posted in the garage for three (3) days.

Shuttle runs shall be assigned to only regular drivers.

In the event a route is abolished, the driver losing the abolished route, may bump as his/her seniority permits. Notice of bump must be received within three (3) days after the time the driver was notified his/her route would be abolished. A driver laid off as a result of a route being abolished will be eligible for recall in that category for a period of 10 months that school is in session. Categories shall be defined as those designated in the compensation article. After that, the regular bumping procedure will be followed. No other concession, such as preference as a substitute, will be made. Subs for kindergarten routes will be called from the regular driver's list.

Final assignment of all runs shall be made by the EMPLOYER.

The EMPLOYER shall recognize the importance of seniority of each driver and shall follow the seniority list as much as safety and driver capability will allow.

ARTICLE VI

Authorized Leaves of Absence

Sick Leave: Upon completion of the probationary period each regular bus driver shall be credited at the beginning of the first semester with two (2) days of sick leave and the beginning of the second semester with three (3) additional days of sick leave. The sick leave allowance of the part-time bus drivers shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely:

- A. Sick leave may be used for:
 1. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by workers' compensation, or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
 2. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the EMPLOYER.
- B. Used Days: Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an employee during such period when the employee is on an authorized or unauthorized leave of absence, or is not otherwise regularly providing services to the EMPLOYER.
- C. Sick leave will not apply to time which is compensable under workers' compensation laws.
- D. Unused Days: If employment is terminated, any accumulated sick leave shall be cancelled and the employee shall not be compensated either in terminal pay or otherwise. If any employee shall not complete the work year, the EMPLOYER shall be reimbursed for any sick leave time which was used in excess of the sick leave earned as of the termination date.
- E. Accumulation: Sick leave may accumulate up to thirty (30) days for all employees except that an employee who, after accumulating thirty (30) days of sick leave, earns one (1) or more additional years of seniority pursuant to Article V may accumulate up to five (5) additional days of sick leave during such year(s).
- F. Full payment upon retirement of 1/2 accumulated sick

leave up to 30 days after 20 years of uninterrupted service at prevailing rate at time of retirement.

Other Leaves of Absence: Leave time may be granted upon written request to the EMPLOYER one week in advance for maternity, illness or serious personal reasons. These requirements may be waived by the EMPLOYER in case of emergency.

Business Days: After the completion of the probationary period each regular driver shall be allowed up to two (2) business leave days per year which shall be deducted from sick leave.

ARTICLE VII

Supervisor Rights

The supervisor shall establish routes to meet the needs of the district.

ARTICLE VIII

Orientation

One evening prior to school opening, the EMPLOYER or his/her designate will meet with all bus drivers to discuss any new policy, route changes, or any information to be discussed. All drivers are required to attend and should be paid at the rate of \$13.50.

ARTICLE IX

Weather

It shall be the responsibility of the EMPLOYER to decide as to when the buses shall not run because of weather conditions. All employees shall be paid snow days when authorized by EMPLOYER.

ARTICLE X

Jury Duty

If a driver is scheduled for Jury Duty, the EMPLOYER will pay only the difference between what he/she would have earned as a driver and what he/she is paid as a juror.

ARTICLE XI

Physicals

All drivers must present a statement from a certified physician ascertaining their fitness to drive prior to their taking out a bus. The EMPLOYER may elect to arrange and furnish physicals at a particular time and place. In this event any-

one not wishing to participate may take the responsibility to get his or her own physical including TB test at his or her own expense.

If the EMPLOYER does not furnish physicals, each driver shall be reimbursed for the cost of such physical examination in an amount not to exceed fifteen dollars (\$15.00) except the probationary drivers shall not receive such reimbursement until the end of the year and providing the driver is still an employee of the school..

ARTICLE XII

Chauffeur`s License

The cost incurred by a driver for obtaining or renewing a chauffeur`s license shall be reimbursed by the EMPLOYER except that the cost incurred by a new driver shall be reimbursed only after completion of the first year of employment, and providing the driver is still an employee of the school.

ARTICLE XIII

Reports

It will be the duty of each driver to fill out all reports as required by the EMPLOYER.

ARTICLE XIV

Compensation

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Regular Runs A*	12.69	4-6% Cola	4-6% Cola
Regular Runs B*	11.40		
High School Shuttles	4.00		
Kindergarten Runs	12.87		
Special Education **	7.36		
Extra Trips	11.40		
	5.52	Succeeding Hour	
Consortium Run	6.13		

Cost of living increase not less than four (4%) percent or to exceed six (6%) percent, to be computed as follows:

The compensation in pay shall be adjusted on July 1, 1988 and July 1, 1989 for any change in the value of the dollar as follows:

1. The increase in the cost of living shall be determined by the Consumer's Price Index for Urban Wage Earners and Clerical Workers - Revised (United States, All Items) published by the Bureau of Labor Statistics, United States Department of Labor (1967-100), hereinafter called the "Index".

2. The increase in the cost of living shall be computed on dividing the Current Index Number (CIN) for May, 1988 by the Base Index Number (BIN) for May, 1987 and subtracting the integer 1 from the quotient, in accordance with the following formula:

$$\text{Increase in cost of living} = \frac{\text{CIN}}{\text{BIN}} - 1$$

The percentage increase in the cost of living, rounded off to the nearest one-tenth, shall be applied to each pay, provided, however, that the percentage increase shall not be less than four (4%) percent or exceed six (6%) percent.

- A. Attendance Incentive: As an incentive to perfect attendance, the EMPLOYER will pay each employee assigned a regular run who does not miss a regular morning or afternoon run during a pay period, the additional sum of sixty cents (.60) per run. Also, special education car drivers who do not miss their regular runs during a pay period shall be paid the additional sum of one dollar (\$1.20) per day. Kindergarten runs shall qualify for incentive pay. However, if a regular driver loses kindergarten incentive pay, regular incentive pay is also lost. In the event a driver is a part of the ritual team at a military funeral, he/she shall not lose the attendance incentive for the period because of it, but he/she shall not be paid attendance incentive for that run(s). Substitute drivers may qualify for attendance incentive if they drive the full pay period.

Drivers will be paid \$5.45 for time spent riding a bus to learn a new route when authorized by the EMPLOYER. For learning kindergarten routes the pay shall be \$6.18 one time only per driver per route.

- B. Bus drivers shall receive their regular compensation for Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day if the driver was not absent the last work day preceding and the first work day following the holiday.

*Probationary drivers on regular runs shall receive thirty-five cents (.35) per trip less than the scheduled rate during the probationary period.

**Not to exceed 8 hours.

ARTICLE XV

Double Runs

If a double run requires more time than the longest regular run, compensation shall be paid at the rate of minimum wage per hour for the average additional time required to the nearest quarter hour.

ARTICLE XVI

Field Trips

In the event that a driver is on a field trip for 24 hours or more, 8 hours will be deducted at the end of each 24-hour period.

All drivers will be paid a minimum of one hour for field trips. On one-way trips, a minimum of two (2) hours will be paid.

ARTICLE XVII

Driving School

Each new and experienced driver who successfully passes the driving test after completing the required bus drivers' training school shall be reimbursed for time spent in such school subject to the following conditions and limitations:

1. New Drivers: Each new driver shall be reimbursed at the rate of minimum wage for a maximum of sixteen (16) hours, such amount to be paid within thirty (30) days after the completion of the probationary period.

Experienced Drivers: Each experienced driver shall be reimbursed at the rate of minimum wage for a maximum of twelve (12) hours such amount to be paid within thirty (30) days after the opening of the school year.

Competency Test and Driving Test for all Drivers: A flat rate of \$6.00 will be paid upon the successful completion of the written competency and driving test which is required to meet the qualification for a school bus driver by the State of Michigan.

ARTICLE XVIII

Reimbursement

Reimbursement for chauffeur's license, driving school, and competency tests will be made at the end of the semester, providing the person is still an employee of the school.

ARTICLE XIX

Jackets

The Board agrees to pay 75% of the cost of a jacket plus the cost of printing, "Gull Lake Transportation", on the back of each regular driver and each substitute driver who has driven regularly for at least two years. The driver will pay the remainder of the cost of the jacket plus the cost of printing, "Gull Lake and a logo (school bus)" on the front.

New drivers will qualify for a jacket after 90 days of employment.

Jackets are to be of good quality and meet the approval of the Board. (An example is stock #172PN in Cat. #85 of the Howe K. Sipes Co., Memphis, Tenn.)

Jackets are to be maintained by the driver and to be worn in such a manner as to reflect well on the school.

This Article will be renegotiated in 1991.

ARTICLE XX

Grievance

- Step 1. A. A bus driver having a grievance shall present it orally to the supervisor.
- Step 2. A. If the grievance is not settled orally, the president of the ASSOCIATION together with the aggrieved bus driver shall reduce the grievance to writing and indicate specific articles in the contract that have been allegedly violated and remedy desired.
- B. The aggrieved bus driver and supervisor shall sign the grievance.
- C. The grievance shall be submitted to the EMPLOYER or his/her designate within five working days from the date of Step 1A.
- Step 3. A. The ASSOCIATION president shall meet with the EMPLOYER or his/her designate to discuss the grievance within five days of this written submission.
- B. The EMPLOYER or his/her designate shall give his/her decision in writing within five days from the meeting with the ASSOCIATION president.
- Step 4. A. If the ASSOCIATION so requests within 10 days of the receipt of the written decision of the EMPLOYER, the EMPLOYER or his/her designate will meet further with the ASSOCIATION to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon including private (non-governmental) mediation.

Note: Changes made as a result of the new State Transportation reimbursement formula will not be grievable.

ARTICLE XXI

The AGREEMENT shall commence as of July 1, 1988 and remain in

full force and effect until midnight, June 30, 1990.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of _____, 1987.

GULL LAKE COMMUNITY SCHOOLS

BY *Rolores P. Myers*
Its President

BY *James J. Landia*
Its Secretary

GULL LAKE BUS DRIVERS ASSOCIATION

BY *Stephanie Debenmann*
Its President

BY *Rosemary Woodward*
Its President Elect

BY *Nancy L. Wilson*
Its Secretary