

6/30/88

BUCHANAN COMMUNITY SCHOOLS  
BUS DRIVER AGREEMENT BETWEEN THE BUCHANAN BUS DRIVERS AND  
THE BUCHANAN COMMUNITY SCHOOLS FOR THE PERIOD  
OF JULY 1, 1986 THROUGH JUNE 30, 1988

The following is hereby entered into by the Buchanan Bus Drivers and the Buchanan Community Schools:

I. Recognition

The Buchanan Community Schools recognizes the Buchanan Bus Drivers as the exclusive representative of all regular bus drivers of the Buchanan Community Schools.

II. Qualifications

- A. All applicants for the position of bus driver shall be made with the Supervisor of Transportation.
- B. A valid chauffeur's license is required and will be paid for by the Board of Education if obtained or renewed while an employee of the district.
- C. A physical examination, as required by Michigan School law, is required prior to employment and must be conducted by a Medical Doctor approved by the Board of Education or their designate. This examination will be paid for by the employer.
- D. Employees must be able to prepare bus reports as required by the Supervisor of Transportation and must pass all State required examinations.
- E. Drivers must possess satisfactory patience, judgment, tolerance and other characteristics necessary to the effective control of bus passengers as determined by the Supervisor of Transportation.
- F. Hiring preference shall be given to residents of the district, if other qualifications are met.

*Buchanan Community Schools*

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### III. Wages and Benefits

#### A. Regularly scheduled drivers

	<u>1986-87</u>	<u>1987-88</u>
Beginning Drivers	\$7.55	\$7.90
After one (1) year of driving	\$7.85	\$8.20
After two (2) years of driving	\$8.15	\$8.50

B. Substitute drivers shall start at \$7.05 per hour. After one (1) semester's active substituting and with the approval of the Business Manager, they may receive raises at the discretion of the Supervisor of Transportation, not to exceed the rate for a beginning regular driver above. Current substitutes making above the beginning driver rate shall remain at their current rate.

OVERTIME C. Time and one-half shall be paid for all hours of over eight (8) per day and all hours on Saturday, Sunday or Holidays.

#### CLEANUP TIME

D. Each driver will be allowed  $\frac{1}{4}$  hour per day for cleaning and servicing their bus. Each driver is expected to check oil, gas, safety equipment and clean the windows and sweep the bus daily.

HOLIDAYS E. Regular drivers will be paid their regular route hours for the following holidays: Labor Day if school has started and the driver worked her preceding scheduled work day unless on paid sick leave, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's and Memorial Day.

#### NON-DRIVING DAYS

F. Regular drivers will be paid their regular route hours on those days when school and normal transporting of students is suspended officially by the District's administration on a temporary basis. Definition of non-driving days for which drivers will be paid: "Snow days, 'Act of God' days, ice, flood, tornado, etc., causing a temporary closing of schools by the Administration." A maximum of 20 days per year will be paid. These days do not include a Board of Education decision to close school operations for a set period of time.

### III. Wages and Benefits

#### SICK LEAVE

G. Each driver shall be entitled to nine (9) paid sick leave days per year, accumulative to seventy-five (75). For purposes of determining sick leave benefits, the term "day" is defined as the driver's average number of hours driven on her regular route for that particular day. At the start of each school year, each driver shall receive a written statement of accumulated sick days.

#### PERSONAL BUSINESS DAYS

H. Two (2) days per year, the first day not to be deducted from sick leave, the second day deducted from sick leave, may be used for purposes of personal business which cannot be transacted outside of the regular workday, or when arrangements cannot be made to avoid its use. Such personal leave is not intended for recreation, job hunting, shopping, or similar purpose. To be eligible for a personal business day the driver must file a written request with the Supervisor of Transportation at least twenty-four (24) hours before planned leave. The Supervisor may waive said notification in cases of emergency. A personal business day will be paid at the driver's regular route hours for that particular day.

#### FUNERAL DAYS

I. An employee may be allowed up to three (3) days off with pay in the event of a death in the immediate family; including spouse, mother, father, grandmother, grandfather, mother-in-law, father-in-law, children, brother, or sister. The leave taken for this purpose will be charged to ghe driver's sick leave.

#### LEAVE OF ABSENCE

J. Drivers may apply for three (3) months leave without pay, during the school year. This can be granted at the discretion of the Supervisor of Transportation and the Business Manager. If extension is needed it must be applied for in the same procedure. After a year's absence and the driver is still unable to return, his association with the school shall be terminated and no further responsibility remains with the school. Up until this time the driver will retain his rate of pay.

### III. Wages and Benefits

#### LAY-OVER TIME

- K. Lay-over time on trips not requiring overnight accommodations shall be counted as driving time. It is expected that the drivers will be available to the chaperones or in attendance with their buses for any lay-over time that is counted for pay. Expenses such as meals and admissions will be provided at a level consistent with the activity and meals of the group transported. Lay-over time on trips requiring overnight accommodations shall be allowed up to a total of eight (8) hours per day when combined with driving time. Meals and accommodations will be provided at a level consistent with the meals and accommodations of the group transported.

#### JURY DUTY

- L. Employees called for jury duty shall be excused from work and have no time counted against their sick leave. The employees shall receive the difference between jury duty stipend and their regular salary. This would apply to any elected official who must leave work to attend official business at the request of the chairman of the board.

### IV. Seniority

- A. Seniority shall begin from the day the employee starts to drive as a regular driver.
- B. The number one sub should be offered an opening for a regular route before an outsider is considered for hiring. (If No. 1 turns it down, No. 2 is asked, etc.). Only if current subs do not want the route is an outsider to be considered.
- C. Subs who refuse an offer of regular driving are placed at the bottom of the sub list for future offers.

#### LAY- OFFS

- D. In the event that the employer determines that lay-offs are necessary, regular drivers will be laid off and placed at the top of the sub list according to seniority. The employee with the least seniority will be laid off first and the last to be called back.
- E. In the event of a lay-off a driver's seniority and sick leave are frozen until such time as reinstatement as a regular driver occurs, as long as they remain active sub drivers as determined by remaining certified by the state and actively driving on a substitute basis for Buchanan Community Schools. At the time of reinstatement of a sub driver to regular driver status, the employee shall pick up their seniority status and sick leave accumulated at the time of lay-off and assume the highest hours on the special trip list.

## V. Special Trips

- A. In all cases the Supervisor of Transportation will attempt to notify drivers three (3) days prior to a trip; however, it is understood by all that there are trips and circumstances which do not allow this much time lapse.
1. A list will be maintained of regular bus drivers who will be contacted (in the beginning) in order of seniority regarding extra trips. After the first of the year, trips will be rotated according to the least number of hours "charged" to a driver.
  2. Drivers refusing trips will be charged with an equal number of hours on the extra trip chart, and a copy of charged special trip hours will be available to drivers on the last day of every month, September through May.
  3. Regular drivers are to be asked to take extra trips before substitute drivers are asked.
  4. New regular drivers are not to have extra trips first semester, but are to be scheduled by seniority beginning the second semester.
  5. Regular and substitute drivers will drive for all trips, if available.
  6. It should be the responsibility of the school administration to fully inform all adult chaperones of the rules and regulations of the buses and the responsibility of the chaperones.
  7. No transportation of students in school buses by school employees shall occur other than drivers covered by this contract except for the following instances:
    - a) Staff members taking six (6) or less, students to activities related to the member's assignment with approval of his supervisor and Supervisor of Transportation.
    - b) Students transported to the School Farm by the Ag Teacher, who must have a chauffeur's license and the prior approval of an authorized school administrator.
    - c) Emergency trips to doctors, hospitals, or safety in case of general disaster.

V. Special Trips

- A. 8. Certain trips, with smaller passenger vehicles because of length of trip, time of day or other responsibility of teacher, should use a more experienced, certified driver from our group of bus drivers instead of driving themselves. Such drivers may be assigned as the result of a request from the principal, or by decision of the Supervisor of Transportation, or Business Manager. Any officer of the bus drivers may request such determination for any specific trip.

VI. Faulty Equipment

- A. It shall be the responsibility of each driver to report faulty equipment to the Supervisor of Transportation. Should the driver who reported such equipment find it has not been repaired in a reasonable length of time, he should submit a written report to the Business Manager/ Business Office; however, in all cases, the Supervisor of Transportation will determine whether or not a bus is in operating condition, not the driver. Drivers may refuse to drive a specific bus on the basis of safety without placing their employment or seniority in jeopardy. Specific reasons must be given.

VII. Bargaining Committee

A. Representatives

1. The "bargaining committee" of the Buchanan Bus Drivers is to consist of two (2) drivers: one (1) of which will act as spokesperson to represent the group for consultation with the School Board and/or its representatives. One member of the previous year's bargaining committee shall work with a new member. The new member will be chosen by the drivers each year. Every driver shall be required to take a turn on the bargaining committee.

VIII. Ratification

Being ratified by both parties on this \_\_\_\_\_ day of June, 1986,  
this contract shall be effective for the period of July 1, 1986  
through June 30, 1988.

Buchanan Community Schools

Drivers' Negotiating Committee

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary