AGREEMENT BETWEEN THE GIBRALTAR SCHOOL DISTRICT AND THE GIBRALTAR TRANSPORTATION ASSOCIATION MEA/NEA

July 1, 2021 to June 30, 2024

TABLE OF CONTENTS

Article		Page
1	Recognition	1
2	Rights of the Board	
3	Payroll Deductions	1
4	Representation	
5	Discrimination	
6	Grievance and Arbitration Procedure	3
7	Discipline and Discharge	5
8	Personnel Files	6
9	Seniority	7
10	Layoff/Recall	10
11	Supplemental Agreements	11
12	Student Discipline	11
13	Bulletin Board	11
14	Funeral Leave	12
15	Personal/Sick Days	13
16	Pregnancy/Disability Leave	15
17	Personal Leave of Absence	16
18	Leaves – Jury Duty	16
19	Holidays	17
20	Vacations	18
21	Act of God Days	19
22	Job Preference	20
23	Establishing Runs	20
24	Overtime	22
25	Extra Assignments/Field Trips	
26	Substitutes	25
27	Insurance	
28	Medical/Physical Examinations	
29	Miscellaneous	
30	Pay Rates and Hours of Work	30
31	Probationary Employees	31
32	Definitions	32
33	Entire Agreement	33
34	Duration of Agreement	34

This Agreement is entered into by and between the Board of Education of the Gibraltar School District, Wayne County, Michigan, hereinafter called the "Board" or the "Employer" and the Michigan Education Association, hereinafter called MEA, or the Union.

ARTICLE 1 RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative for all school Bus Drivers and Bus Aides, Dispatcher, Substitute Dispatcher, and Substitutes. All casual drivers are excluded. New classifications may be added to the Bargaining Unit by mutual agreement between the parties.

ARTICLE 2 RIGHTS OF THE BOARD

- 1. The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. It is further understood and agreed that the Employer (Board) has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.
- 2. The Union recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the School District in the County of Wayne as efficiently and at the lowest possible cost consistent with fair labor standards.

ARTICLE 3 PAYROLL DEDUCTIONS

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEAFS MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Employer.

ARTICLE 4 REPRESENTATION

- 1. The Union shall furnish in writing the names of the Union Representatives no later than September of each year and within a reasonable time should there be any changes thereafter.
- 2. A steward or union officer shall be allowed time to investigate and present grievances to the Employer during his/her scheduled working hours without loss of time or pay. Should it become necessary for a steward or union officer to leave his/her place of work in order to investigate a grievance, the steward or union officer shall request permission of the supervisor and give the name of the employee he/she is going to see. The steward or union officer shall notify the supervisor upon his/her return to work. The above privilege is extended to the steward or union officer with the understanding that such time will be devoted solely to prompt handling of grievances and will not be abused, and, if possible, attempts will be made to hold investigations outside business hours.
- 3. Should any member(s) of the grievance committee be required by management to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay.
- 4. During negotiations for a renewal of this Collective Bargaining Agreement members of the Union Negotiating Committee shall, upon mutual agreement, be released without pay from their job assignments to allow negotiations to be carried out during working hours if there are sufficient substitutes available to perform their duties. If negotiations are performed during working hours, at the Board's request, members of the Union Negotiating Committee will be released from job assignments without loss of pay.

The Association shall have five (5) days per school year to be used for Union business during years when contract negotiations are not ongoing. During contract negotiations, three (3) additional days may be used for purpose of negotiations only. Such days shall not be deducted from any individual employee's accumulated leave and shall be available at no cost to the Association. Such days shall be used for attendance at conferences, regional union meetings and other union functions deemed appropriate by the Association's local executive board.

ARTICLE 5 DISCRIMINATION

- 1. The Board and the Union will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Union.
- 2. The Union agrees to continue to admit persons to membership, without discrimination on the basis of race, creed, color, sex, national origin or age.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

- 1. Any grievance, discovery of grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:
 - <u>Step 1.</u> Informal Any member of the bargaining unit, having a grievance shall first take up the matter with his immediate supervisor informally within ten (10) work days following the alleged contract violation or it shall be considered invalid. The Union Steward may be present if so requested by the employee. The Supervisor shall have a maximum of ten (10) workdays to resolve the issue.
 - Step 2. In the event the grievance is not resolved informally the grievance shall be signed by the employee and Union representative and shall be presented in writing, specifying the Article and Section of the Agreement from which the alleged grievance arises, to the Supervisor of Transportation within ten (10)-work-days following the Supervisor's informal disposition or lack of same. The Supervisor shall respond within ten (10) workdays. Failure to respond within ten (10) workdays shall cause the grievance to be advanced to the next step of the grievance procedure.
 - Step 3. If the grievance still remains unresolved, it shall be presented by the Union Steward or Union Grievance Committee to the Superintendent of Schools or his/her designee in writing as in Step 2 within seven (7) work days after response or lack thereof of the Supervisor is due. Either party may request and shall be granted a meeting at Step 3. The grievant, grievance committee and representative of MEA may attend meetings at Step 3. The Superintendent or his/her designee shall attempt to resolve the matter and shall respond in writing to the Union Steward with a copy of the response to

the Local President within fifteen (15) work days. Failure to respond within fifteen (15) work-days shall cause the grievance to be advanced to the next step of the grievance procedure.

<u>Step 4.</u> If the grievance is still unsettled, either the Union or the Board of Education may, within fifteen (15) work days after the reply of the Superintendent or his/her designee is due, by written notice to the other party, request arbitration. The arbitrator shall be selected in accordance with the rules of the A.A.A. (American Arbitration Association).

Expenses for the arbitrator's services and the proceedings shall be born 60% by the losing party and 40% by the prevailing party, however each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. Copies shall be made available to the other party provided the other party bears half the cost.

The arbitrator shall not have the power to subtract from, change, or amend any of the terms of this contract, but shall concern himself only with the interpretation and application of the terms of this Agreement. If the arbitrator's decision is within the scope of his authority, it will be binding on the Union, its members and the employee or employees and the Board of Education.

The arbitrator must render his decision on the matters before him not later than thirty (30) calendar days from the final day of the hearing(s). Upon mutual agreement of the parties, an arbitrator may issue his decision, verbally, immediately following conclusion of the hearing(s).

- 2. A grievance may be withdrawn without prejudice, by mutual written agreement of the parties and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement.
- 3. The time limits of this procedure may be extended by the mutual agreement of the parties in writing.
- 4. No decision on or adjustment of a grievance shall be contrary to any provision of this Agreement.

5. Failure at any step of this procedure by the Employer to communicate the decision on a grievance within the specified time limit shall cause the grievance to be advanced to the next step of this procedure. Failure to file a grievance or appeal a decision at any step within the specified time limit shall be deemed a withdrawal of the grievance and it shall not be reinstated except as provided in paragraph 2. This paragraph may be waived by mutual agreement of the parties.

ARTICLE 7 DISCIPLINE & DISCHARGE

- 1. The Board shall not discipline any member of the bargaining unit without just cause.
- 2. Discipline shall be defined as any verbal or written reprimand, verbal or written warning, suspension, disciplinary layoff or discharge.

Acknowledging that discipline is a constructive tool to improve behavior of an employee, the Board will proceed in the following manner in its dispensing of discipline:

- a) Issue an oral warning.
- b) Issue a written warning
- c) Issue suspension without pay as follows:

First suspension – three (3) days

Second suspension – Five (5) days

If behavior is not corrected, more severe suspensions may occur or the employee may be discharged.

d) Prior to any discharge, the Board shall suspend the employee for five (5) days without pay.

Nothing herein shall prevent the Board from commencing discipline at any appropriate step should circumstances warrant.

The employer shall notify the employee of their right to have a Union representative present at any meeting which may lead to discipline. The employee may have a Union representative present at any meeting at which discipline is dispensed.

3. When disciplinary action involves discharge, the employee and his/her steward will be notified in writing that the employee has been discharged at the time of discharge. The Union shall have the right to take up the discharge as a grievance at the 2nd step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly discharged shall be reinstated with full compensation and recoverable benefits for all lost time. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate, unless overtime was involved in the case.

All discipline shall be carried out in a private setting.

ARTICLE 8 PERSONNEL FILES

- 1. The Board agrees that all personnel file materials shall not be shown to or released to third parties except as required by law.
- 2. Members of the bargaining unit shall have the right upon request to review the contents of his/her personnel file maintained by the Board. A representative of the Union may, at the request of the employee, accompany the employee in this review. The review shall be made in the presence of a representative of the Board. The exercise of this right shall in no way interfere with the operation of the transportation department.
- 3. In the event discipline of any nature is warranted in part or completely by prior disciplinary action only those records in an employee's personnel file will be used for that purpose.
- 4. Grievances filed shall not be included in the employee's personnel file.
- 5. Each employee shall be evaluated annually. Whenever an employee is evaluated as needing improvement in areas of driving skills, it shall be based on observation of such skills. The employee shall sign the evaluation and it will become a part of the personnel file. The employee's signature shall not indicate agreement with the content, but only acknowledge that they have reviewed same. The employee shall be extended the right to attach a memo to the evaluation form to outline their disagreement, if any, with the evaluation.

6. Changes in the evaluation form shall be reviewed with the Union for its input, but the Board retains the right to make changes if they are deemed by the Board to be in order.

ARTICLE 9 SENIORITY

1. As of the effective date of this agreement, seniority shall be as agreed to by the parties for all existing personnel. From that date forward seniority shall be determined by the provisions of this Article.

Seniority shall be on a school district-wide basis within the bargaining unit and defined as from the date of the completion of the probationary period. In the event of conflicts arising due to identical employment starting dates ranking shall occur by the last four digits of the respective Social Security numbers, the one with the higher number being given a higher seniority rank. For example:

Driver No. 1	9-1-75	SS# 367-20-6000
Driver No. 2	9-1-75	SS# 558-30-5999

Seniority of Bus Aides: Seniority of bus aides shall be separate and distinct from seniority of drivers with no ranking between the two listings for any purpose under the terms of this Agreement. Whenever an aide becomes a driver or vice versa, seniority shall be from the date the employee loses his/her right to return to his/her former position. This seniority date shall be for all purposes except for those benefits dependent on seniority which shall continue based on original employment date. The entry date shall then become seniority ranking date for promotion, bidding, layoff, etc. Subject to this limitation, other provisions of the Article shall apply.

The Dispatcher's and dispatcher substitute's seniority shall continue to accrue as a driver until such time that he/she leaves the bargaining unit.

- 2. Seniority shall be a required principle in determining promotions. Ability and job experience shall also be considered.
- 3. Seniority of an employee within the bargaining unit is in force as long as he/she is in the employment of the Board.

- 4. Seniority shall be granted for time spent away from the job for service with the United States Armed Forces.
- 5. An employee returning from service with the Armed Forces of our country within ninety (90) days of the date of a discharge under honorable conditions shall be granted the privilege of exercising his/her seniority within the bargaining unit.
- 6. The seniority for each job classification shall be brought up to date once a year and a copy sent to each employee.
- 7. In regard to transfer or promotions out of the bargaining unit, an employee who is transferred or promoted to a position under the Employer not included in the bargaining unit shall be given a trial period of up to thirty (30) calendar days, during which time he/she shall be entitled to transfer back to his/her former job status and location. His/Her seniority will continue to accumulate during this time.

In the event the employee remains on the job beyond the trial period, his/her accumulated seniority on his former job will be frozen as of the date of completion of his trial period.

In the event he/she desires to return to the bargaining unit after the thirty (30) day trial period and there is a vacancy, he/she shall be reinstated in the same group classification within the bargaining unit that his/her accumulated seniority within the bargaining unit entitled him/her to exercise full seniority from that date on.

- 8. An employee shall lose his/her seniority for the following reasons:
 - a. He/she quits.
 - b. He/she is discharged for a just cause.
 - c. He/she is absent for three (3) days without notifying the appropriate administrator.
 - d. He/she fails to return from an authorized leave on the date specified.
 - e. He/she is laid off for a period in excess of his/her accumulated seniority at time of layoff.
- 9. The seniority of an employee shall not be lost because of an approved absence. An employee on personal leave, after one (1) calendar year of accumulating seniority on such leaves, shall have the accumulation frozen for any future leaves.

- 10. An employee who is displaced by another employee with greater seniority shall have the right to select the assignment in the bargaining unit for which he/she qualifies by seniority.
- 11. There shall be no seniority among probationary employees. Upon completion of probationary period defined in Article 32, the employee shall be entered on the seniority list of the bargaining unit and shall rank for seniority from the date the Board formally approves the permanent hiring at its first regularly scheduled meeting following the completion of the probationary period.
- 12. Transportation aides who wish to move into the driver classification must request the transfer in writing to management and the union. Once his/her request is granted, he/she must get a physical examination, begin training, have a CDL certification and be registered in school for school bus drivers.

Once an aide begins his/her probationary driving period, he/she can no longer work as an aide and must work sixty (60) working days as a probationary driver. On the first day after the probationary period ends, seniority as an aide shall be frozen and seniority as a driver shall begin. Anytime during the probationary period, the employee may return to his/her aide position with no loss in seniority as an aide.

13. Any driver who wishes to move into a transportation aide position must request the transfer in writing to management and the union. Once the request is granted, the driver shall begin training as an aide.

Once a driver begins his/her probationary period as an aide he/she may no longer work as a driver and must work thirty (30) working days as a probationary aide. On the first day after the probationary period ends, seniority as a driver shall be frozen and seniority as an aide shall begin. Anytime during the probation period, the employee may return to his/her driver position with no loss in seniority.

ARTICLE 10 LAYOFF - RECALL

- 1. The word "layoff" means a reduction in the working force.
- 2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority. Disposition of these cases will be a proper matter for the grievance procedure.
- 3. Employees who are to be laid off shall be given at least fourteen (14) calendar days written notice of said layoff. The Local Union President shall be sent a list of the employees who will be laid off on the same date the notice of layoff is sent to the affected employees.

 During a layoff, it is understood that only actively employed employees (non-laid off drivers and aides) will work, except when those actively employed are insufficient in number to perform the work available. In such event those on layoff may be called to work, as a substitute driver/aide, based on seniority.
- 4. When the working force is increased after layoff, employees will be recalled according to seniority. Notice of recall shall be sent the employee to his/her last known address by registered or certified mail. It is the responsibility of the employee to keep the Board informed of his/her correct address.
- 5. If an employee fails to report for work within five (5) working days from date of the receipt of said notice (Section 4 above) of recall, said employee shall be considered to have voluntarily resigned. For purposes of this article, mailing shall be by certified mail and notice shall be the date of the acknowledged receipt. In every case of recall, the Board may require a complete physical examination at the Board's expense, prior to the employee being recalled.
- 6. With regard to the procedures outlined in this Article, drivers and aides shall be dealt with separately according to the separate seniority ranking. Under no circumstances shall drivers bump aides or vice-versa.

ARTICLE 11 SUPPLEMENTAL AGREEMENTS

All supplemental agreements are subject to ratification by the Board of Education when the parties reach a tentative agreement as to any supplemental agreement. The Superintendent of Schools shall present such supplemental agreements to the Board of Education for its consideration and approval. By entering into the agreement, the employer does not relinquish any rights it has under law or as it relates to bargaining in good faith during the term of this contract.

ARTICLE 12 STUDENT DISCIPLINE

To maintain order on the buses student violations of proper conduct and rules while riding buses shall be reported promptly in writing by the driver or aide on forms provided by the Board to the Supervisor or Principals. Principals shall act as the disciplinarians and drivers shall be advised as soon as possible if bus privileges are suspended.

In specific instances where drivers or aides believe a breakdown of the disciplinary process has occurred or where special attention is necessary the matter shall be brought to the attention of the Supervisor who will use every reasonable effort (including the possibility of a group conference with the involved parties) to resolve the problem. If a conflict should persist beyond this step, the Superintendent may be asked to resolve the issue.

The Employer may install cameras in school buses for the sole purpose of helping to improve student behavior and, accordingly, student safety on District buses.

ARTICLE 13 BULLETIN BOARD

- 1. The school board will provide a bulletin board which may be used by the Union for posting notices of the following types:
 - a. Notices of Union recreational and social events.
 - b. Notices of Union elections.
 - c. Notices of results of Union elections.
 - d. Notices of Union meetings.

- 2. Except as permitted in Paragraph 1 of this Article, there shall be no distribution or posting by employees or by the Union of members or representatives of any political matters of a local district related nature.
- 3. Employer notices to employees will be placed in each member's mailbox. Pre-run messages for am/pm and noon runs will be written on the board in the lounge.

ARTICLE 14 FUNERAL LEAVE

In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days, if the funeral is held within 300 miles of the School District, for the purpose of preparing for and/or attending the funeral.

- a. If the funeral services are held between 300-500 miles from the school district one (1) additional day shall be allowed or a total of four (4) days without loss of pay. If the funeral services are held beyond 500 miles from the school district, two (2) additional days shall be allowed or a total of five (5) days without loss of pay.
- b. The immediate family of an employee is defined as follows: spouse, children, parents, current parents-in-law, current step parents, grandparents, grandparents-in-law, brother, sister, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or dependent living in the household of the employee or have ever lived in the household of the employee.
- c. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run.
- d. In the event of a death in the immediate family during an employee's scheduled vacation (not during the standard vacation period of Christmas and Easter holiday recesses), the employee shall be entitled to the appropriate funeral leave and, upon mutual agreement between the employee and the immediate Supervisor, shall have his/her vacation days rescheduled.

ARTICLE 15 SICK AND PERSONAL DAYS

1. Five (5) sick days and five (5) personal days per year with pay may be allowed a bus driver or bus aide for personal business or illness. These sick and personal days, when so used, may be taken in trip increments with the approval of the Transportation Supervisor. Eligible employees may use a personal day for any non-pay day during the school year. (Example: midwinter break, Martin Luther King Day, Election Day). Unused personal days will revert to sick days at the end of each year and may be carried over. Sick days shall accumulate to a maximum of thirty (30) days.

Employees permanently assigned to a regular run after the first (1st) bid day will be allocated personal/sick days on a prorated basis based upon the total number of student days remaining in the school year from the date of such assignment.

If a substitute driver or substitute aide has the opportunity to bid onto a regular run, the number of personal/sick days he/she is entitled to will be prorated at the rate of one-half day per pay period, not to exceed the total number of personal/sick days allowed by contract.

- 2. Attendance Incentive: Drivers and aides who have zero absences or one absence in the quarter marking period will receive a bonus of \$100 to be paid in the first pay following the quarter. Absences from work would include personal days and sick days, but not scheduled approved vacation days.
- 3. An employee who is absent longer than two (2) weeks due to illness will be required to update the Supervisor of Transportation as to his/her status every two weeks. Failure to provide such information may be cause for discipline.
- 4. Upon qualified retirement under the MPSERS system, any accumulated unused sick days to a maximum of thirty (30) will be paid to the driver as 100% of normal pay.
- 5. When said personal days are to be used for personal business, such days shall be requested in writing at least forty-eight (48) hours in advance, except in emergencies and shall be subject to approval by the Supervisor. The approval of personal business days shall be done in a consistent manner and provided within forty-eight (48) hours of the written request, provided the runs can be covered by the remaining drivers, aides, and substitutes. It is understood that a personal business day cannot be used to extend a holiday or scheduled break in the District calendar.

Sufficient information as to the reasons for the requested absence shall be made known to the Supervisor (if the request is for more than two (2) consecutive days) to allow reasonable judgment as to the validity of the request.

- 6. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run and have completed their probationary period.
- 7. Each member of the bargaining unit permanently assigned to a regular run of fifteen (15) hours or more per week shall be covered by the income protection policy presently in force for other non-certified employee groups. The coverage is to start after the 90th day of sickness. The Board agrees to pay in full the premium for the income protection policy. The benefits of said policy shall cover drivers and aides for normal working days only and shall be based on normal run hours. During the open enrollment period drivers and aides may purchase short term disability insurance for the days up to ninety (90) days through payroll deduction utilizing the district's flexible spending account.
- 8. Eleven month employees shall be allotted an additional one (1) day personal/sick leave day each year which must be taken during the summer bid runs when Gibraltar schools are not in session. This day shall be paid at summer bid hours.
- 9. Extended Sick Leave. An employee who is unable to work and who furnishes satisfactory evidence thereof, after exhaustion of the annual allotment of earned personal/sick days, will be granted an extended leave of absence, without pay, covering the period of such illness. During the leave, the employee shall accrue seniority for up to a maximum of one year.
 - Employees returning from an extended sick leave must be actively employed for at least twelve (12) months during a twelve month period with no breaks except school vacations in order to qualify for another year of seniority accumulation from a subsequent leave. For purposes of this article, extended sick leave is defined as a leave of absence of one (1) year or more.
- 10. During a sick leave that extends past a twelve (12) week period, the employer reserves the right to schedule an independent medical examination to determine continuing eligibility for the leave.

- 11. Employees on sick leave beyond one (1) year shall have seniority frozen after the first year of such leave.
- 12. To avoid misuse of the provisions of this Article, employees shall be required to provide a doctor's certification of illness or injury if requested, after two (2) consecutive days of absence for illness or injury should their attendance record be in question. The Board may require a second opinion by a District selected physician if misuse is suspected.
- 13. The Board will provide non-paid Family and Medical Leave as mandated by law.

ARTICLE 16 PREGNANCY DISABILITY LEAVE

- 1. A seniority employee who becomes pregnant may request a pregnancy disability leave. Such leave shall be governed by the following conditions:
 - a. The employees' physician shall certify that due to her pregnancy she is unable to perform the duties of her employment.
 - b. Such leave shall terminate immediately upon doctors' certification that said employee is able to return to her employment.
 - c. The pregnant employee shall be permitted to use sick leave provisions for the period of time for which her physician certifies her to be disabled due to the pregnancy under this provision.
 - d. The Board may, at its own cost, seek a second physician's opinion of the alleged disability.
 - e. A pregnancy disability leave shall be without pay and benefits excluding one (1) year seniority accumulation, sick leave benefits and the continuance of life insurance at Board's expense.
 - f. The employee shall keep the Board informed of her anticipated date of return and provide a physician's certification of her continuing disability monthly.

2. An employee returning to employment from such a leave shall return to their former job if the following conditions exist: 1) The employee will or has had the opportunity to bid on the second bid day; 2) The run is largely the same and contains the same number of hours as existed at commencement of leave. If the above conditions do not exist the employee shall then be allowed to bump in according to seniority and receive all pay raises and benefits applicable at time to return. This provision shall not be interpreted to infer any payment of wages or fringes during said leave except as provided in 1.e.

ARTICLE 17 PERSONAL LEAVE OF ABSENCE

1. Personal leaves of absence during which seniority is accumulated may be granted by the Board, upon written request, to employees who have completed one (1) year of service to the district. These leaves shall be without pay. Eligible employees will continue to have Board-paid life insurance as negotiated, but no other benefits.

A personal leave shall be for not more than one (1) year. An employee who is granted one or more personal leaves may not accumulate more than one (1) year of seniority during any one or all of the personal leaves combined. Any member taking a personal leave may return from the leave to a job based on his/her seniority.

2. All employees returning to employment from such a leave shall receive all pay raises and benefits applicable during the period of absence but this provision shall not be interpreted to infer any payment of wages or fringes during said leave.

ARTICLE 18 LEAVES - JURY DUTY

- 1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the Court to defer jury duty whenever possible to the summer months when children are not regularly enrolled; the Superintendent will confirm and support such requests when necessary.
- 2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between his/her regular daily wages and pay received for jury duty on those days when juries are in session by court rule or local custom.

- 3. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run.
- 4. Any employee required to appear in Court either as a principal or witness for a school or work-related case shall suffer no loss of pay or benefits.

ARTICLE 19 HOLIDAYS

1. The following days shall constitute paid holidays for which each eligible bus driver and aide permanently assigned to a regular run (bid run) shall receive pay according to the number of hours in their normal work day:

Labor Day
Day after Thanksgiving
Christmas Day
Thanksgiving Day
Christmas Eve Day
New Year's Eve Day

New Year's Day Good Friday

Memorial Day 4th of July (Summer Workers)

- 2. Employees must work their scheduled day before and the day after the holiday in order to receive pay for said holiday, except that scheduled vacations and medically verified sick days shall be considered as time worked.
- 3. In the event that any of the designated holidays fall other than during the regular workweek, the following rules shall apply:
 - a. Should the holiday fall on Saturday, Friday shall be considered the holiday.
 - b. Should the holiday fall on Sunday, Monday shall be considered the holiday.
 - c. Both a. and b. above are subject to the provision that no day when school is in session shall ever be considered a holiday. In the event either 1. or 2. would result in placing observance of the holiday on a day when school is in session, employees shall receive either an extra day's pay or be given the equivalent amount of released time as determined by the administration.
- 4. To be eligible for the provisions of this Article a driver or aide must be permanently assigned to a regular run.

ARTICLE 20 VACATIONS

1. Eligible bus drivers or aides who have worked a minimum of six (6) months prior to July 1 excluding their probationary period will receive a one (1) week standard vacation in the succeeding school year provided they continue to be eligible and are not on leave. These days shall be paid out as follows: two (2) days pay the week of Christmas, two (2) days pay the week of New Year, and one (1) day pay the week of spring break.

For drivers hired prior to May 4, 2021

Subsequently drivers or aides who complete five (5) years service prior to the start of the spring break vacation period as described in the school calendar shall on their anniversary date qualify to receive the following additional days vacation provided they continue to be eligible:

 $\begin{array}{lll} 5 \; years - 1 \; additional \; day \\ 6 \; years - 2 \; additional \; days \\ 7 \; years - 3 \; additional \; days \\ \end{array} \qquad \begin{array}{lll} 9 \; years \; - 5 \; additional \; days \\ 15 \; years - 6 \; additional \; days \\ 20 \; years - 7 \; additional \; days \\ \end{array}$

8 years – 4 additional days

Vacation days will be paid when used. If an employee does not use their allotted vacation days during the school year they will receive regular daily rate for each unused vacation day on the last payroll in June. Employees working the summer program bid run in addition to the normal school year shall be entitled to one (1) additional vacation day.

2. Eligible drivers and aides shall be allowed to take vacation days in accordance with the provisions in Sections 3 and 4. They shall not receive additional pay during this time but will not be charged a "non-pay day" for disciplinary purposes as explained in Article 29, Section 14. These additional vacation days shall be limited to five (5). Vacation days must be taken in the year they are allocated to the employee and cannot accumulate and be carried forward to subsequent years.

If a substitute driver or substitute aide has the opportunity to bid onto a regular run, the number of vacation days he/she is entitled to will be prorated at the rate of one-half day per pay period, not to exceed the total number of vacation days allowed by contract.

3. The vacation year shall be from July 1 to June 30. Vacations will be granted during the school year, as suitable, considering both the wishes of the employee to the extent possible and the efficient operation of the department

- concerned. All days granted under this contract (sick/personal/additional vacation days beyond the standard vacation) must be exhausted before the District will consider granting "no pay" days.
- 4. Employees will submit vacation requests for the next school year by June 1st, when possible. The vacation schedule shall then be established by the Supervisor of Transportation on the basis of seniority and job classification. Employees may submit vacation requests (after June 1st) by the first bid day, but at least fifteen (15) calendar days in advance. Except in emergencies, the schedule shall be adhered to by the parties.
- 5. To be eligible for the provisions of this Article a driver or aide must be permanently assigned to a regular run and not on leave.
- 6. Bus drivers and bus aides assigned to a summer run may take up to one (1) week off without pay during the summer.

ARTICLE 21 ACT OF GOD DAYS

- 1. When the Gibraltar Schools are closed due to an "Act of God" day, employees will be paid for the day at their normal bid hours. If the District is required to make up the day, employees will work the make-up day without additional pay.
- 2. An Act of God Day is defined as any of the days which count for State Aid on which school is canceled by the Superintendent of Schools, or his designee, due to weather or any other circumstance beyond the control of the Board of Education.
- 3. If an employee is on vacation or on an approved leave, they will not be paid for an Act of God day in addition to their paid leave, unless there is no substitute driver or aide assigned to the work. If there is no substitute assigned, the employee on paid leave will be paid for the day and not charged a leave day. If there is a substitute assigned to the work, the employee may opt for an unpaid day and not be charged a leave day.
- 4. Normal pay shall be the normal hours on their scheduled run.
- 8. When a substitute driver or substitute aide has been assigned to work, and an Act of God day occurs they are eligible for this Article.

ARTICLE 22 JOB PREFERENCE

- 1. If a new bus run is established in the bargaining unit, it will be posted for five (5) Gibraltar school calendar working days and then assigned to the most senior driver/aide who has bid on the run.
- 2. If a run becomes available for more than fourteen (14) Gibraltar school calendar working days, it will be bumped immediately and then each uncovered run will be bumped until all runs are covered. To allow the District an opportunity to notify parents, drivers will assume new routes on the Monday following the bump.
- 3. All temporary runs will be covered by the substitute drivers in rotation and if one of these runs is more than five (5) Gibraltar school calendar working days in length, then it will be immediately given to the most senior substitute driver.
- 4. If a regular driver bids into a substitute driver position or a regular aide bids into a substitute aide position, he/she gives up all rights to bump or bid until all regular drivers or regular aides have had the opportunity to bump or bid.

ARTICLE 23 ESTABLISHING RUNS

- 1. Runs will be configured by the Transportation Supervisor. To the extent that it is operationally feasible and economically prudent, said runs will include transporting the same students to and from school. Once established, said runs may be changed only in the best interests of the total operation.
- 2. It is understood by the parties of this Agreement that Special and Vocational Education runs involve operating entirely or in part according to school calendars of other districts and with the exception of Act of God days declared by the Gibraltar School District those calendars shall prevail. Drivers and Aides selecting such runs shall work and be paid for hours necessary to meet those calendars.
- 3. Runs will be selected by drivers and aides, according to seniority, at a mandatory general membership meeting convened on the Tuesday prior to Labor Day at 7:00 a.m., unless notified otherwise. Drivers will be paid up to two (2) hours for their attendance at a professional development meeting this

day. Aides shall be paid for one hour at this meeting. Drivers and aides will first bid AM/PM runs, then shall have the option to bid on a noon run or other runs. When bidding runs, drivers and aides will be allowed to bid in into a fifteen (15) break time between runs.

By Wednesday following the fifth Friday, the Union shall provide to the Transportation Supervisor the results of a second bid by drivers and aides. Failure of the Union to so notify the Transportation Supervisor as provided herein shall result in the runs remaining as selected in the first bid for the remainder of the year. Subsequently there shall be no further general bid during the year. Drivers or aides who do not receive a regular run assignment will be assigned to the extra board. The new assignments shall take effect on the Monday following the second bid run.

Once the routes are established and verified, the Supervisor shall publish the route.

The runs shall not be altered unless necessary due to an unanticipated increase/decrease in the number of students on a particular run. If such a run must be altered, it shall be done utilizing the least number of changes in runs in order to cause the least disruption for the students and twenty-four (24) hours notice will be given to employees when possible.

- 4. If an AM/PM run or a noon run is reduced or increased during the school year by one half (1/2) hour or more per day in time, the driver or aide assigned to said run shall be notified in writing and a bump will be held from top seniority on down. Drivers will assume new routes on the day following the bump.
- 5. When additional time of less than one half (1/2) hour is to be added to a run, the additional time shall be offered to the most senior driver/aide who has less than eight (8) hours under this article, unless such assignment would not be the most cost efficient.
- 6. Drivers will not be allowed to bid on aide's positions and aides will not be allowed to bid on drivers' positions. Any employee who wished to move to the other classification must follow the procedure outlined in Article 9.
- 7. Aides will be assigned to those special education runs where in the opinion of management they are needed to protect the safety and welfare of the students.

- 8. Unless otherwise provided in the Agreement, when regular runs are to be changed on a permanent basis, the employer shall discuss said changes with the drivers and aides.
- 9. When drivers are required by their supervisor to prepare changes of maps and routes on runs beyond their normal working hours they shall be paid for documented time spent in such preparation subject to the review and approval of their supervisor.

ARTICLE 24 OVERTIME

- 1. All hours worked in excess of 8 hours per day or 40 hours per week shall be paid at time and one-half (1 1/2) the hourly rate.
- 2. All hours worked on Saturday except Holidays shall be paid for at the rate of time and one-half (1 1/2) the hourly rate.
- 3. All hours worked on Sunday except Holidays shall be paid for at the rate of double-time the hourly rate.
- 4. All hours worked on Holidays outlined in the Holiday provision of this Agreement shall be at the rate of double-time the hourly rate in addition to the Holiday pay.

ARTICLE 25 EXTRA ASSIGNMENTS/FIELD TRIP PROVISIONS

1. Extra assignments and field trips will first be offered to all bid run employees. If no bid run employee accepts the assignment(s), the least senior substitute will be placed in the position. If there are no substitute drivers, the least senior driver will be placed in the position. The rotation schedule will not be changed if it is assigned to the low seniority driver. Previous rotation schedule is preserved.

Extra assignments in excess of two (2) hours in duration will be distributed in rotation by seniority to eligible employees. Extra assignment listings, except those less than two (2) hours, or emergencies, shall be posted at least forty-eight (48) hours before departure date. The drivers and aides will indicate their willingness for an assignment by signature on the listing by 9:00 a.m. on the day preceding the trip with the Supervisor approving the appropriate party

after 9:30 a.m. but before 11:00 a.m. the day preceding the trip. Saturday, Sunday, and Monday trips will be assigned on Friday. In the event that no driver or aide accepts an assignment it shall be assigned to the least senior driver or aide with a bid run. Any assignment which has no departure time shall be listed last unless a departure time is known before it is assigned. Weekend trips that include a week day are posted on the regular board.

This paragraph pertains only to drivers and aides who are in the district with an empty bus at trip departure time. A driver or aide on a regular run will cover all possible complete trips on that run until the extra assignment departure at which point a substitute driver or substitute aide will assume the remainder of the regular run duties, until the return of the regular driver or aide.

It is understood that if an extra assignment departure time falls after the last delivery involved in a trip, but before the ending of the trip, for pay purposes, and the driver or aide can meet the extra assignment starting time, they shall be eligible for such trips. Such trips will be considered as a continuation of the driver's or aide's hours.

If an extra assignment is canceled after the assignment has been awarded the driver or aide scheduled to take the extra assignment will receive the next unposted extra assignment according to which trip was cancelled first and continue on their regular run. A canceled extra assignment is defined as an extra assignment where the event/activity does not commence.

If the driver or aide is unable to continue on their regular run, because of insufficient time to meet the scheduled departure they shall receive pay equal to the lost trip portion of their regular run, but not more than two (2) hours whichever is the lesser.

Any substitute driver or substitute aide reporting to the bus yard as relief prior to the cancellation will receive two (2) hours pay if no reassignment is available. If a driver or aide assigned an extra trip does not fulfill the assignment they shall forfeit participation in extra assignments for one full rotation of the extra assignment seniority roster.

If two (2) or more busses are going on the same field trip and one (1) or more of the busses are cancelled, the first driver circled will remain on the trip and the other driver/aide will return to the bus yard. Those who have to return will receive two (2) hours pay and the next unposted trip as per contract.

2. Extra assignments of two (2) hours or less and emergency exceptions to Paragraph 1 shall be assigned on a rotating basis to seniority employees as described in Paragraph 1. It is understood that if the Supervisor cannot contact a driver or aide she has the right to proceed in rotation until the assignment is accepted or rejected by all others in which event such an assignment shall be taken by the least senior driver or aide available.

Emergency assignments are defined as those of two (2) hours or less in duration and those assignments not feasible to be covered under the posting of Paragraph 1., i.e., vacated assignment by driver or aide originally assigned or extra assignments received by the Transportation Department after 9:00 a.m. two days prior to departure date. If an emergency assignment is canceled after the assignment has been awarded, the driver or aide scheduled to take the emergency assignment will receive the next emergency assignment and continue on their regular run.

Extra assignments/field trips on weekends shall be guaranteed two (2) hours pay.

- 3. In regards to Extra Assignments there shall be no crossing of duties between drivers and aides. Each group shall perform extra assignments per this section only in their job title area.
- 4. A stipend of \$10.00 shall be paid to each bargaining unit member who works at least ten (10) hours due to an extra assignment. A second such stipend shall also be paid if the workday extends to at least sixteen (16) hours.
- 5. Summer substitute driver and aide assignments will normally be offered either between the hours of 7:00 a.m. to 9:00 a.m. on the day preceding the assignment or between 5:30 a.m. and 6:30 a.m. on the day of the assignment.
- 6. All district-sponsored field trips within a seventy-five (75) mile radius of the board office shall be guaranteed to the transportation bargaining unit if buses are available.
- 7. Any driver or aide who is absent may provide a proxy to an Executive Board officer who shall sign for the driver or aide for any available board work.
- 8. Separate rotations shall be maintained for drop only emergency trips, regular field trips, Saturday field trips, emergency Saturday trips and extra work.

- 9. The driver or aide with a regularly scheduled run shall be eligible to take an extra work assignment provided the following.
 - a. The driver's or aide's run or segment of a run has been cancelled for one day or more or they are not working because they are following another district's school calendar, and
 - b. An assignment is posted due to the absence for any reason of another driver or aide, and
 - c. The driver or aide provides the Transportation Supervisor with at least forty-eight (48) hours but no more seven (7) days' notice that he/she is available to take any assignment, and
 - d. The Transportation Supervisor has not already assigned the open assignment to a substitute driver/aide.

ARTICLE 26 SUBSTITUTES

- 1. All drivers and aides not permanently assigned to regular bid runs will be assigned as substitutes. There shall be no less than two (2) substitutes at all times.
- 2. A daily standby procedure for substitute drivers and aides may be operated by the Transportation Department but assignments will be rotated. If this standby procedure is used, the substitute driver or aide will receive a minimum of two (2) hours pay if not assigned to a run within the standby period.
- 3. In regard to this procedure drivers and aides shall be dealt with separately according to separate seniority ranking. Each will have substitute procedures according to job title with no cross relationship. The aide will accrue seniority only as an aide.
- 4. Substitute drivers and aides shall be available to accept any assignment per this Article on a daily basis. Failure to be available may constitute grounds for disciplinary action.
- 5. When a substitute driver or regular driver substitutes for an aide, all aides will move up, if they so choose, and the driver will take the position with the lowest number of hours provided the opening is known 24 hours in advance. The driver will not be charged, in rotation, as a driver.

6. When the District has fewer than two (2) substitute aides, and a driver is required to take a double run so that another driver can substitute for an aide, the driver will be compensated for driving hours missed while doing an aide's work.

A double run shall be defined as a driver transporting two (2) full runs of students from the same school.

ARTICLE 27 INSURANCE

The Board of Education will provide health insurance benefits and/or a cash in lieu of insurance payment based on the following conditions:

Eligible employees can only enroll during the specified enrollment period unless otherwise provided for in this article. Benefits shall be paid on application as follows:

- 1. All drivers and aides assigned to a regular run of fifteen (15) hours or more per week as of July 1, 1997 are eligible for and will elect either;
 - a) Single person health insurance coverage subject to the rules and regulations of the underwriters.
 - b) A cash in lieu payment of \$1300 paid in a separate check after the last pay of the year (prorated if full year is not worked either by resignation, unpaid leave or bid hours changing).
 - c) All drivers and aides taking health insurance will pay 20% of the annual premium cost of the single subscriber rate.
- 2. It is further agreed that beginning with the 1998-99 school year, new employees must work a regular run with a minimum of six (6) hours per day to receive the District provided health benefits and/or annuity as stipulated in #1 above.
- 3. Beginning with the 2005-2006 school year, employees working a regular bid run of a least five (5) hours but less than six (6) hours per day shall receive a stipend of nine hundred fifty dollars (\$950) per year (prorated if full year is not worked either by resignation, unpaid leave or bid hours changing).
- 4. Eligible employees covered by this agreement may participate in the group health insurance plan provided by the employer as follows: The District shall continue 80/20 premium share for the unit.

MESSA Choices II

Office Visit Copay: \$20 Mental Health Copay: \$0 Urgent Care Copay: \$25 Hearing Aid Rider HCA

Emergency Room Copay: \$50 Unlimited Preventive Care Services
Deductible: \$500 Prescription Drug Card: Saver Rx

Enrollment shall be restricted to open enrollment period provided by the underwriter or the first time a person becomes eligible. Upon election drivers or aides not otherwise eligible, may, by making advance payment of premium cost via payroll deduction through a Section 125 account, enroll in the hospitalization coverage herein provided by the group.

5. All drivers and aides, except probationary drivers and aides, shall receive, upon application, term life insurance coverage with the premiums paid by the School Board, as follows:

Off Probation Through Ten (10) Years	\$12,500.00
Eleven (11) Through Fourteen (14) Completed Years	\$15,000.00
Fifteen (15) Years and Beyond	\$25,000.00

6. In cases of illness or disability the insurance benefits outlined in this Article shall remain in effect for six (6) months following the last day of active on the job employment.

ARTICLE 28 MEDICAL/PHYSICAL EXAMINATIONS

The School District shall pay for any medical/physical examinations required of transportation employees by the District.

The District shall pay for time spent taking the physical exam, but in no case shall it pay for more than two (2) hours at straight time.

ARTICLE 29 MISCELLANEOUS

1. Summer Part-Time Help. Employees will sign up for summer part-time work prior to school dismissal.

Work will then be assigned according to seniority. Those who did not receive part-time work who have so signed up will then be called in rotation to fill vacancies that might occur.

Employees will also sign up for summer part-time extra assignments prior to the dismissal of school. Part-time extra assignments will be assigned according to seniority in rotation.

In regard to this procedure drivers and aides shall be considered by separate seniority ranking with no overlapping between the job assignments.

It is understood if no drivers/aides sign up for summer runs, the lowest senior driver/aide shall be assigned.

- 2. Drivers and aides shall have access to lavatory facilities at all times that they may be present at the bus yard during normal business hours.
- 3. All drivers and aides attending bus driver or aide training shall be paid at straight time, unless this is in violation of the Federal Fair Labor Standards Act. A meal reimbursement of \$10.00 (detailed receipt required) will be paid when daily hours exceed ten (10) because of training time. Training for drivers and aides shall be scheduled by the Transportation Supervisor. Notice of training shall be provided at least twenty-four (24) hours in advance, if possible. If twenty-four (24) hour notice is not provided, then the most senior driver and/or aide shall be provided with the training as soon as possible and the opportunity to bump into the position which required the training once the training is completed.
- 4. All drivers and aides shall receive pay at the prevailing hourly rate for all time spent at meetings, where attendance is required by the Board. This clause does not apply to meetings called under the Act of God & Parent Conference Days Article.
- 5. The cost of a required CDL endorsement portion of license shall be paid by the Board of Education. For new employees, the total cost for the required license and road test will be paid initially by the employee. These costs will be reimbursed to the employee one-half (1/2) after six (6) months of employment, and the remaining one-half (1/2) after one (1) year of employment.
- 6. The Board shall provide access to a copy of the Board Policy Manual online.

- 7. The District will supply a form of protective outer wear on each lift bus for the use of the Bus Aide assigned.
- 8. When on a field trip, the driver shall inform the sponsor or coach if he/she is leaving the event for a meal, not to exceed one (1) hour in length.
- 9. All drivers and aides will be paid for only hours worked on half days.
- 10. Absences for personal/sick and vacation days will be recorded based on length of run time missed.
- 11. Responsibilities of a driver or aide on a run transporting special needs students include the following: The aide transfers the student and works the lift.
- 12. The Board encourages professional development for all employees. The Board shall provide opportunities for drivers, aides, and the dispatcher to attend training which shall include but not be limited to Super Saturdays and other appropriate events organized by Wayne County RESA as approved by the Superintendent. Drivers and Aides who participate in this professional development shall be paid a stipend of \$50 per day.
- 13. Drivers/aides must call in to declare an absence at least 60 minutes prior to their reporting time.
- 14. Any driver or aide who takes more than two "non-pay days" may be subject to discipline in accordance with Article 7. This does not include "non-pay days" taken in accordance with the provision of Article 20 and Article 21.
- 15. An Emergency Manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided by law.
- 16. The District will purchase jackets for each active member of the bargaining unit during the fall of 2021-22 school year every other year thereafter.

ARTICLE 30 PAY RATES & HOURS OF WORK

GIBRALTAR TRANSPORTATION WAGE SCHEDULE

Bid Run Drivers	2021-22	2022-23	2023-24
1	\$16.74	\$17.07	\$17.41
2	\$17.57	\$17.93	\$18.28
3	\$18.75	\$19.12	\$19.51
4	\$19.11	\$19.49	\$19.88
5	\$19.49	\$19.88	\$20.28
Dispatcher	\$19.87	\$20.27	\$20.67
Sub Dispatcher	\$19.50	\$19.89	\$20.29
Bus Aide	\$13.56	\$13.83	\$14.10
Probationary Rate	\$16.40	\$16.73	\$17.06
Substitute Rate	\$16.50	\$16.83	\$17.17

Steps granted for 2022-23 and 2023-24.

Current regular employees as of October 1, 2021 will receive a \$300 one-time off-schedule bonus to be paid on December 3, 2021 payroll.

- 1. Drivers and aides called back to work from home for a bus run shall be guaranteed a minimum of two (2) hours pay.
- 2. Layover of fifteen (15) minutes or less will be paid only on half (1/2) days; field trips; and extension of a run due to circumstances (i.e., train, accident, etc.) of which the driver has no control.
- 3. Fifteen (15) minutes shall be allotted before each trip during which the following shall be performed (applies to drivers only):
 - a. Safety check of bus.
 - b. Preventative maintenance.
 - c. Fueling bus.
 - d. Cleaning bus (necessary supplies will be furnished)

- 4. Bus drivers shall be paid regular hourly rates for washing buses (not to exceed ½ hour per week) unless approved by management for an additional bus wash. On the second bid day, drivers shall indicate in writing whether they choose to wash their bus or have someone else wash it for the remainder of the year. The Supervisor shall then schedule a bus washing assignment as a noon bid position. Individuals washing their own bus shall do so at a time not to conflict with this position. No one will be assigned bus washing duty if it would cause the employee to receive overtime. The individual(s) assigned bus washing "noon bid" shall receive their regular hourly wage rate and the bus washing bid will be treated as any noon bid run.
- 5. No additional time will be added to bid hours unless it exceeds the scheduled end time by ten (10) minutes or more.
- 6. A flexible approximate five (5) day helper position may be offered for bid to assist the mechanic with the annual bus inspection at the 1st and 2nd bid dates. The dates for inspections may vary from year to year, the rate paid is regular hourly rate, and this time will not count toward other benefits.

ARTICLE 31 PROBATIONARY EMPLOYEES

- 1. New hires shall be required to complete sufficient training to become certified by the State. Over and above this training they shall continue on a probationary basis for 60 days worked to allow management time to evaluate their acceptability to become a permanent employee. On the sixty-first (61st) work day the employee shall qualify to join the union. On the ninety-first (91st) work day the employee shall move up from the probationary pay rate.
- 2. During the probationary period, probationary employees shall not be members of the bargaining unit and with the exception of the probationary rate shall not receive any benefits or have access to the grievance procedure provided by this Agreement.

ARTICLE 32 DEFINITIONS

Regular Aide Aide who has completed the probationary period and

is permanently assigned to a run.

Substitute Driver or aide not permanently assigned a regular

run.

period and is permanently assigned to a run.

Probationary Driver/Aide Driver/Aide who is taking training and has not

completed required probationary period.

Regular Run Bus run designed for transporting children to and

from a school, or other site, on a scheduled basis

which may involve one or more trips.

Trips Segments of a regular run that have a definite start

and finish.

Field Trips Assignments other than regular pick-up and delivery

of riders to and from schools or other points.

Bid Establishing a new run.

Bump Run currently in existence that is no longer assigned

or has a change according to Article 23.4.

DISPATCHER REQUIREMENTS:

Five (5) years driving experience with the school district or comparable credentials. Demonstrate typing skills of forty-five (45) words per minute, basic computer skills and communication skills. The dispatcher must also be willing to be trained in "Poly-Plot" or other comparable route scheduling system.

JOB DESCRIPTION:

- 1. The position of dispatcher shall be bid when the position is vacated and will be filled by the most senior qualified applicant in the Transportation Department.
- 2. The dispatcher will work from August 15 to June 30, and will be subject to summer call-in as needed with hours determined by the Transportation Director.

- 3. The position of dispatcher shall be a minimum of six (6) hours per day during the normal school year, which ends June 30, when the Gibraltar School District Transportation Department is operating at full capacity.
- 4. If there is not a Supervisor of Transportation, then the Dispatcher shall be compensated at the normal rate of pay plus two (2) dollars per hour.
- 5. In reference to benefits, the dispatcher will be treated as a driver.

DUTIES:

- 1. Assign extra-board employees to vacant trips and/or runs as directed.
- 2. Type, post, circle, and assign regular and emergency field trips, and subs for drivers' absences as directed.
- 3. Determine Athletic field trips as needed and confirm that they are provided or covered.
- 4. Post, circle and assign one-half (1/2) days as directed.
- 5. Other duties as assigned by the supervisor.

EXTRA WORK: The dispatcher will drive only under emergency situations. The dispatcher cannot sign up for extra work (field trips).

SUB-DISPATCHER: There shall be three sub-dispatchers. The positions shall be bid annually and awarded to the three (3) most senior qualified applicants, who will be assigned work in rotation. The district shall provide training for all sub-dispatchers. Sub-dispatchers shall be paid for all hours spent in training. Sub-dispatchers shall be paid at the dispatcher rate for all hours worked as a dispatcher.

ARTICLE 33 ENTIRE AGREEMENT

This contract presents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, and other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Labor Agreement.

ARTICLE 34 DURATION OF AGREEMENT

This agreement shall continue in full force and effect until June 30, 2024. If either party desires to terminate or amend this Agreement, it shall ninety (90) days prior to the above termination date, give written notice of termination or amendment. If neither party shall give notice, or if each party giving notice of termination or amendment withdraws the same prior to the above termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or amendment by either party on ninety (90) days written notice prior to current termination date.

IN WITNESS WHEREOF, the parties signed this Agreement this date listed.

BOARD OF EDUCATION OF THE GIBRALTAR SCHOOL DISTRICT	GIBRALTAR TRANSPORTATION ASSOCIATION-MEA
Superintendent	President
Chief Negotiator	Vice-President
Date	Uniserv Director MEA/NEA