

BRECKENRIDGE COMMUNITY SCHOOLS

TRANSPORTATION DEPARTMENT CONTRACT – 2023-2024 & 2024-2025

SALARY:

1. Yearly Step Pay Scale AM and PM Bus Routes: 4hr. Guarantee

1. \$17.68
2. \$18.21
3. \$18.76
4. \$19.31
5. \$20.08

2. Vocational AM & PM:

2023-2024: \$20.80/hour
2024-2025: \$21.63/hour

Any driver who shows up for his/her regular trip will be entitled to receive his/her base pay in the event the trip is canceled. In cases of inclement weather, the driver will be responsible to call the Transportation Supervisor before reporting to work.

3. Field Trip/Layover Rate

- a) Driver will be paid for actual drive time per driver's step pay (1-hour minimum)
- b) Wait time or sitting time:
2023-2024: \$13.12
2024-2025: \$13.64

4. Drivers will receive (\$13.00) for a late field trip cancellation if:

- a) They reported for duty at their bus location, and
- b) Previous notice of cancellation of at least two hours prior to leaving time has not occurred;
- c) If the sub-driver has arrived, the regular driver will have the option of driving their regular route or receiving the base rate.

In cases of a question of inclement weather, the driver will be responsible to call either the Transportation Supervisor or the Event Supervisor before reporting to work.

5. Longevity Scale:

Paid on the completion of the following years of service.

3-6	\$100
7-10 years	\$150.00
11-16 years	\$250.00
16+ years	\$500.00

6. Miscellaneous Duties:

The drivers will receive compensation pay at field trip rate for miscellaneous assignments approved by the Transportation Supervisor (etc., schooling, meetings, extra run, Administration duties, or any other duties approved by the Supervisor).

7. Meal Reimbursement:

Drivers will be reimbursed in accordance with Central Office Policy on approved official school business.

8. Lost or Damaged Items:

The Board shall compensate a driver for loss or damage, with the exclusion of clothing or footwear, while performing their duty. Compensation will only occur after all insurance and other sources of reimbursement are exhausted.

9. Drivers Restrictions:

No driver will be permitted to drive more than the current Department of Transportation regulations allow.

10. School Apparel:

The Drivers shall be eligible, after completing one year of employment from hire date, to receive on an every other year basis, Breckenridge Transportation apparel. The cost of the apparel will not exceed the amount of \$85.00 per coat/jacket, and will be selected by the majority of bus drivers. Apparel will be of school colors.

SENIORITY

1. Determination

- a) Seniority is defined as the length of continuous service of employment with the district as a certified bus driver. During such time the driver shall have a regularly scheduled route which utilizes school vehicles.
- b) A break in service such as retirement, resignation, or discharge shall constitute a loss of seniority except when layoffs occur. Laid off employees shall have their seniority frozen at the date of layoff. Seniority shall continue when the driver returns to a regular daily route in a permanent situation.
- c) Newly hired drivers will be considered to be on probation for 3 months. After the successful completion of a probationary period, the new employee will be placed on the seniority list according to "A" above.
- d) Only one seniority list shall be developed, and it shall apply to all routes.

- e) In the event a route is eliminated or a driver is bumped, the driver affected will have the right to bump a driver with less seniority.
- f) If the first and second subs are not available, then go back to the seniority list.

2. Route and Field Trip Determination

a) A seniority list shall be developed in accordance with the "Seniority Determination" Section of this contract and shall be in place by August 15th when route selections become available. **All drivers are responsible for checking their date of hire on this list.** If a discrepancy occurs, it is up to the driver to bring this to the attention of the Transportation Supervisor for accuracy. This shall be done by August 22nd prior to the route selection meeting.

b) The seniority list and routes shall be posted on or before August 15th, prior to the route selection meeting before the start of school in the fall. Each driver will be asked to select a route(s) for the entire forthcoming year. Changes shall not be permitted after four working days (all bumping must be completed by the end of the fourth day) unless resignations occur or circumstances mandate that a position will be available for the rest of the school year.

It is fully understood that new students may require the altering routes to accommodate them during the school year. **When the time of such a permanent vacancy exceeds one calendar month, the position will be posted for three work days.** The driver with the most seniority indicating that he/she would like the position will fill the vacancy.

For Vocational Transportation- When selecting first and second sub positions; top seniority will have first choice. This is determined using the first and second sub list that is created at the beginning of each school year. If first and second subs are not available to transport on needed days, then the Transportation Supervisor may continue on seniority list before contacting a sub driver.

- c) All new routes shall be posted for three days. The driver with the highest seniority that desires the position shall fill the vacancy.
- d) Temporary routes that exceed one calendar month will be posted in accordance with 2-C.
- e) In the fall, regular drivers will be asked to sign up for field trips. From those signing up, a seniority list will be developed. When field trips are posted they will be offered through the seniority list. Drivers that desire summer field trips will sign up prior to the last day of school in the Transportation office.
- f) Field Trips will be posted BY 2pm on WEDNESDAY and must be ACCEPTED or PASSED by 3 P.M. THURSDAY. (If field trips are not posted by 2pm, drivers will have until 4 pm on Thursday to make their decision.) After the Thursday deadline, the Transportation Supervisor will update the field trip list and continue to update the list until all trips are accepted. In the event that there is not a regular route driver available to take a field trip the Transportation Supervisor may ask a substitute bus driver to take said trip. Taking a group one way, and/or if

you go and your activity is canceled, the drivers will be paid their time, plus one hour. Henceforth, all drivers will have four hours after notification to accept or pass a field trip. If field trips are not accepted within the above time limit, an automatic pass is recorded. Any driver who accepts and subsequently passes a field trip without a legitimate unforeseen excuse will be passed for the next trip unless the "free pass" is requested by the driver. The Transportation Supervisor will determine if a legitimate unforeseen excuse is applicable in all instances. One "free pass" will be given to each driver that can be used during the school year for any reason a driver chooses so that a skipping will not occur. Each "FreePass" will follow the trip rotation list. It is understood that a driver can use this at their discretion only once during the school year. No trading of field trips is permissible.

For summer trips, drivers must check with the Transportation office in the same manner. In case of an emergency, the Transportation Supervisor will be permitted to fill the trip as deemed necessary. Out of state trips require two drivers including Transportation.

g) A last minute field trip shall be designated as follows:

- Such field trips follow the regular rotation.
 - Less than 24 hours notice - an accept counts as your trip in rotation. A pass does not count as your trip in rotation.
- h) It is understood that some occasions will exist where bus drivers will not be assigned for school transportation. Those areas are only when students are not involved or when a school van is used instead of a bus, providing that 9 students or less are transported. Golf practices are excluded.

3. Layoff and Recall

a) Should a reduction in staff become necessary, drivers shall be laid off as follows:

- i. Probationary drivers.
- ii. Drivers with least seniority.

b) In the event of recall, laid off employees shall be recalled in the inverse order of layoff. A driver that is not available when recalled shall have their seniority terminated twelve months following the date notice if they do not become available for work.

c) Regular drivers that have been laid off due to the reduction in the number of drivers will be called first to substitute, if they notify the Transportation Supervisor of their desire to substitute. Laid off employees are eligible for field trips.

CONDITIONS OF EMPLOYMENT

1. Pay Schedule

Drivers will receive their paychecks scheduled to coincide with school district payroll dates. In the event there is a pay schedule change, a new pay sheet for the entire pay period shall be proofread by the drivers before the Transportation Supervisor submits it to the Central Office. It shall be the responsibility of the driver to check these figures for their correctness and bring to the attention of the supervisor any errors. Errors brought to the Transportation Supervisor's attention after that day will be reflected in the following pay period.

2. Sick Leave:

Regular Drivers - Eleven (11) days Summer School -One (1) day (morning run = 0.5 day,
afternoon run = 0.5 day)

Unused sick leave may be accumulated to 78 days for bus drivers. Sick leave will be granted for drivers' personal or family members' sickness. Appointments for the driver, that can't be made at any other time (that are health related), may be used as a sick day. In the event a route is eliminated, or changed, drivers will be able to carry over accumulated sick leave.

When a driver retires and has at least five (5) consecutive years of service with the district, and is eligible to receive retirement benefits from the Michigan Public School Employees Retirement System. Upon retirement from the school district, accumulated sick leave will be paid at a 50% of the daily rate. Staff will be provided the annual amount of sick days at the beginning of each fiscal school year. Sick days used that have not been earned, will be paid back to the district if the employee leaves the district (termination, choice, or retirement).

After surgery or a severe illness, written authorization from the doctor indicating the fitness of the driver to return to work will be given to the Transportation Supervisor. With a pregnancy or other potentially disabling situation which is confirmed by a doctor, it shall be the responsibility of the driver to notify the Transportation Supervisor of the situation and provide a doctor's written medical opinion verifying the fitness of the individual to drive a bus. Continued written medical opinions shall be furnished as required by the Transportation Supervisor.

COMMON ANNIVERSARY DATE:

For paid time off (sick, personal), a common anniversary date of June 30 will be used. Drivers hired prior to June 30, will have an anniversary date of July 1 after the remainder of the current fiscal year. Persons hired will receive a prorated amount of paid time off (sick, personal) for their first year after their three (3) month probation.

3. A driver will not be granted non-paid vacation leave during the school year, unless there is a driver available to take the route. One week's notice must be given to the Transportation Supervisor if such a leave is requested. Any leave for more than two calendar months will result in the forfeit of all runs for the rest of the year.

4. **Holiday Pay:**

Each regular driver will be granted six paid holidays -

Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial day.

5. **Funeral leave:** Each driver will be granted up to three (3) days of trips for spouse, parent, sibling, child, grandchild, mother-in-law, father-in-law, or grandparent. Each driver will be granted one (1) day of trips for sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, aunt, and uncle per occurrence. Exceptions to, or additional days for, the above are subject to approval by the Superintendent. If granted, additional funeral leave trips will be deducted from accumulated sick leave days.

6. Accumulated sick leave days will be recorded on the driver's paycheck.

7. Payment for all leave days that are granted will be upon approval of the Transportation Supervisor. The Transportation Supervisor must approve weather days.

8. **Leave of absence:** Leaves of absence without pay may be granted to seniority bus drivers for up to one (1) calendar year for the following reasons:

- a) Temporary disability,
- b) Extended illness beyond granted sick leave provided,
- c) Prolonged illness in the immediate family.

A written request for such a leave of absence should be submitted as much in advance as possible and practical and shall state the reason for the request and the inclusive dates. Extended leaves of absence of more than one year will be submitted to the Board of Education for their approval. Should the Board of Education accept this request, no seniority will accrue during this extended time. For situations where the driver returns in the middle of the year, the administration and the driver representatives will discuss the situation and resolve how route selection shall occur.

Drivers will not accrue seniority while on an approved leave of absence.

9. **Personal Business:** The equivalent of three (3) scheduled days shall be granted for reasonable causes to attend to personal business which cannot normally be taken care of after regular school hours, not to seek other employment or extend vacation or holiday periods. If school is canceled due to inclement weather a

driver may choose a personal day, or sick runs to cover that inclement day off. Unused personal days to be transferred to sick days at the end of the school year.

10. The Board will pay for a C.D.L. (license) for regular drivers. The Board will pay for a C.D.L. (license) and fingerprinting.

11. Each driver must have a Department of Transportation (D.O.T.) physical exam prior to driving, as cited in law. The Superintendent or the bus supervisor may request a physical examination of a driver any time to verify the physical and mental fitness of the driver. The Board will reimburse up to (\$107.00) for out-of-pocket expenses for this exam, after a driver has 90 days of credited seniority. All drivers are required to have a physical exam as needed to keep DOT physical card current.

It is understood that drivers may choose their own doctor for physicals except when there is a question on the fitness of the driver. In those cases, the driver will be required to see a doctor chosen by the Board with expenses paid for by the Board.

12. Drivers will be paid (\$12.48) for each bus wash. Before any bus is washed by a driver, it must be approved by the Transportation Supervisor.

13. All drivers will be required to attend up to two in-service days per school year, as designated by the administration in concurrence with the bus drivers' representatives. Selection of routes, bus safety, and other job related activities will be discussed.

14. All drivers must be familiar with and observe, to the best of their ability, all state laws, school rules and regulations, state department rules and regulations, and show proper discretion in terms of no smoking, proper dress and grooming. Drivers should set good examples for the school children with whom they are in contact. Profane language will not be tolerated.

15. Drivers are required to enforce the rules and regulations approved by the Board of Education in terms of discipline of the children on the bus. They are required to put forth whatever effort is necessary to maintain proper rapport with the parents of bus children. And, similarly, drivers are to keep the school administrators informed as to problems that are developing that could become serious in nature. When a parental conference is deemed necessary, only the bus driver and parents will be involved. If a second conference is deemed necessary, the bus driver has the choice of a representative or other driver of his/her choice to be present.

16. Bus drivers shall follow the disciplinary procedures as established for handling student problems.

17. Drivers will complete a pre-trip/post-trip inspection log form daily and submit it to the Transportation Supervisor.

18. Bus drivers are to transport only children approved as authorized passengers in accordance with the law and supervisor approval.

19. All drivers must be at their building pick-up assignments five minutes prior to the ending of the scheduled release time for students.

20. A driver who quits driving must submit a written letter of resignation. If a letter is not received in three working days, the administration assumes the driver has quit and will lose all additional rights of an employee. If a verbal resignation is given, all seniority and benefits will be forfeited unless the Transportation Supervisor is given contrary notification within 24 hours.

21. A driver will have the option of having a representative or another driver of his/her choice present when she/he is being warned or disciplined when the nature of the incident is severe enough that it becomes part of the driver's personnel file.

22. Choosing reps will take place each year by May 15. The choosing of reps is the sole responsibility of the bus drivers' group.

23. Procedure for handling complaints

The bus drivers should follow the steps listed below to handle complaints:

a) The driver should present his/her complaint to the Transportation Supervisor. The driver may be accompanied by one other driver of his/her choice. Within five (5) working days after the complaint is registered with the bus supervisor, a verbal response for settlement of the complaint should be presented to the driver.

b) If the driver is not satisfied with the disposition of the complaint, she/he may present the complaint, in writing, to the Superintendent or his designated representative, not including the Transportation Supervisor. The Superintendent or his designated representative shall meet with the driver, who may be accompanied by his representative, and the Transportation Supervisor. A decision, in writing, shall be given by the Superintendent to the driver within five (5) working days of the meeting.

c) If the decision in step B is not satisfactory, the driver may present, in writing, the complaint to the Board. The Board will place the matter on the agenda no later than the next regularly scheduled meeting (the next regularly scheduled meeting would be the next one for which an agenda has not already been completed). The driver and/or his representative may be present at the meeting. The Board shall present its decision, in writing, no later than the following regularly scheduled meeting.

24. No separate agreements that include different working conditions with individual employees will be permitted under this agreement.

25. This is the entire agreement between both parties. Neither party shall be obligated to negotiate any matters not covered in this agreement except upon written request of either party and consent of the other.

26. This agreement pertains to summer driving activities as well as the traditional school year.

27. In compliance with The Omnibus Transportation Employees' Testing Act of 1991, and rules adopted by the U.S. Department of Transportation (49CFR Part 40), employees who perform safety-sensitive functions as defined by the Federal Highway Administration (49 CFR Part 382) are required to abide by the Federal Regulations related to alcohol and drugs, prohibitions related to drug and alcohol use, and required alcohol and drug testing procedures.

Employees who violate the provisions of these regulations shall be subject to discipline up to and including discharge from employment. Affected employees shall be advised of the district's compliance with the regulations and will be notified of procedures related to testing and other applicable requirements.

The district shall follow the regulations in regard to confidentiality, specimen handling results interpretation, and record maintenance.

APPROVAL OF SALARY AND CONDITIONS OF EMPLOYMENT FOR THE 2023-2024 / 2024-2025 SCHOOL YEAR EFFECTIVE AS OF July 1, 2023.

BUS DRIVERS:

BOARD OF EDUCATION:

Terry Clapp 5-23-23 Amenda Hately 5.22.23
Maggie Ostrander 5-23-23 Julaym Goud 5/22/23

Tentatively Agreed May 19, 2023