

Draft Agreement

between

**Climax-Scotts
Bus Drivers' Association**

and

**Climax-Scotts
Community Schools**

2012-2013

Purpose

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the School District, the employees and the drivers' association.

To these ends, the School District and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Employment Basics

Definitions

1. "Employee" shall refer to all regular and substitute bus drivers and special education aide(s), but not to supervisors or any other personnel employed by Climax-Scotts Community Schools.
2. "Regular bus driver" shall refer to any employee who is assigned to a regular run.
3. "Special Education Aide" shall refer to an employee who is assigned as an aide for a special needs student(s).
4. "Substitute bus driver" shall refer to any employee who is not a regular bus driver.
5. Any regular full-time employee of the School District that drives a bus, at any time, will be considered a "relief" driver. A "relief" driver is not considered part of the bargaining unit and is not listed on the seniority list. In the event a "relief driver" drives a bus for the School District, he or she will be compensated according to the extra trip rate and any overtime, as applicable.
6. "Regular run" shall refer to any run that is continuous and consistent on a weekly basis.

Recognition

The Climax-Scotts Community Schools Board of Education recognizes the Climax-Scotts Bus Drivers' Association as the sole and exclusive collective bargaining representative of the employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Interpretation

Both parties recognize that the employee categories as herein defined may not be inclusive of all responsibilities of a position. Accordingly, each party agrees that they shall be interpreted in a manner that will promote efficiency and quality standards.

Association Rights

1. The use of school facilities at reasonable hours for conducting meetings of the Association, provided that such use shall be without cost to the School District and shall not interfere with the primary educational use of the facilities. The Association agrees to abide by the rules and regulations established by the School District for use of school facilities.
2. The use of designated bulletin boards for the purpose of posting Association materials. All materials shall bear the name of the Association and the name of the person authorizing the posting thereof. No Association material shall be displayed on or about the physical facilities of the School District except on the designated bulletin board and no displayed materials shall be derogatory to the School District or to any employee.
3. All persons employed by Climax-Scotts Community Schools as regular or substitute bus drivers, or special education aide(s) shall be eligible for membership in the Association. Non-members (e.g., relief drivers) will not share the privileges of membership.
4. Dues will be determined by procedures set forth in Association by-laws, will be due by the 15th of October, and paid to the Association Treasurer.
5. The representative of the Association may confer with the employer from time to time regarding special needs and requests.
6. The Association and School District shall have all other rights expressly set forth in this Agreement or provided by statute.

Association Responsibilities

1. The Association shall promptly notify the employer in writing of the names of those persons elected from the membership and authorized to act on its behalf.
2. The Association agrees that it will in good faith cooperate with the Employer in attempting to insure that reasonable work standards, schedules, and rules and regulations of the School District are complied with.
3. The Association shall represent all employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Employee Rights

1. No employee shall be disciplined without cause or due process. Any such discipline may be subject to the grievance procedure as described in this Agreement.
2. An employee shall be entitled to have present a representative of the Association during any meeting that leads or may lead to disciplinary action.

Employer Rights and Responsibilities

1. The Climax-Scotts Community Schools District has the powers, rights, authority, duties and responsibilities conferred upon it by state and federal laws to manage and direct its operation.
2. The School District has the right to make any reasonable rules and regulations necessary to maintain order, safety and/or effective operations.

Assignments

1. The employer will meet with the employees at least two (2) weeks before the beginning of the school year. Preliminary bidding on routes will take place at this time. Routes will be posted ahead of this meeting. Bidding will proceed in seniority order, with the most senior driver bidding first. Sign-ups for drivers wanting to substitute for Y-5 (or kindergarten) and special education routes will be done at this time.
2. If an employee's regular assignment is eliminated, in whole or in part, he/she may bump a less senior employee. Bumping also may occur if an employee's regular route is increased/decreased by more than twenty (20) minutes after bidding occurs at the beginning of the year.

Evaluation

1. The Transportation Supervisor/Mechanic shall provide a written evaluation of performance for each regular and substitute driver after riding with the driver on their designated route. Drivers with less than two (2) years of employment with the School District as a driver will be evaluated at least two (2) times per school year. Drivers with over two (2) years of employment with the District as a driver will be evaluated at least one (1) time per school year by December 15 of each year.
2. The evaluations will be shared with the individual employee privately and then placed in the employee's file along with any written rebuttal the employee wishes to make. A copy of each evaluation will be given to the employee for his/her own records.

Items Relating to Pay

Regular drivers and aides driving regular home-to-school routes only will be paid for a minimum of 2 days less than what is set in the adopted yearly school calendar for students when they are physically and mentally able and willing to fulfill their duties as set forth in this Agreement. This guarantee does not apply to Y-5's or special education routes. Drivers and aides that transport special needs students on an extended year basis will be compensated with one additional sick day and one additional personal business day based on the hours working in the summer. (Drivers and aides will not be paid for days they are absent from their scheduled runs over their allotted leave days as set forth in this Agreement.)

Pay Rate

1. Rates of pay are as follows. Drivers will advance to the next step effective July 1 of each year. Compensation for subsequent years of this contract will be negotiated on a yearly basis.

Regular Route Pay

Step 1	\$11.00	Step 8	\$14.50
Step 2	\$11.50	Step 9	\$15.00
Step 3	\$12.00	Step 10	\$15.50
Step 4	\$12.50	Step 11	\$16.00
Step 5	\$13.00	Step 12	\$16.81
Step 6	\$13.50	Step 13+	\$18.50
Step 7	\$14.00		

2. Professional Experience: The employer shall place a new driver on a salary step not to exceed Step 5 based on his/her certification status and years of driving experience.

2-Hour Minimum Pay

If a driver is awarded a bid for a home-to-school route less than 2 hours and it is their only awarded bid, they will be paid a minimum of 2 hours at their regular driving rate. If they get paid in any other capacity on that day, the minimum pay would not be in effect.

Pre-Tripping

Fifteen (15) minutes shall be allotted to each driver for unplugging, starting, backing out of garage, and pre-tripping each day in the morning. Five (5) minutes shall be allowed each day for pre-tripping each Kindergarten, Young Fives, Special Education, extra trip and afternoon run for a driver driving the same bus. Any driver in the afternoon will be paid the fifteen (15) minute pre-trip if it is the first time driving that bus that day. In addition, five (5) minutes will be allowed once each day for sweeping and trash removal on each bus. For extra trips, sweeping is a part of the post trip process. If busses are not kept clean, drivers can lose compensation.

Overtime Pay

Any overtime will be paid after 40 hours have been worked in the same week and is based on the wage paid for a specific job.

Extra Trip Pay

Extra Trip Pay will be \$13.50 for the 2012/2013 school year.

Bus drivers will be paid for one hour at the extra trip rate if called in for an extra trip that is then not taken. In the event that an extra trip is cancelled and the driver's route is already out, the driver will be paid for the missed route.

If an extra trip is all day and requires the driver to miss scheduled home-to-school routes, the

driver will be paid their regular driver rate while driving and the extra trip rate while sitting.

When a trip is posted for a driver to sign, it must be posted as a stay, take & return or take only. When it is not stated as such on the trip slip, the trip will be posted as a stay.

Extra trips will be awarded on a rotating seniority basis and the Transportation Supervisor will keep the rotation records.

Extra Trips – Overtime Situation

It is the driver's and supervisor's responsibility to know whether they will be accruing overtime on a weekly basis. Once an extra trip is posted, the drivers will sign the board as follows:

- Yes – taking the posted trip would not put them into overtime.
- Yes – OT – willing to take the trip, but it would put them into overtime.
- No – Cannot do the trip or do not want to
- No But Can – Would rather not take the trip, but would be willing to as a last resort.

All substitutes will be offered an extra trip prior to it being awarded to a "Yes - OT". If it is awarded to a "Yes - OT", it will be on a separate rotation basis specifically for overtime.

Preferred Trips

Each regular driver has the opportunity to take up to two (2) preferred extra trips of their choice each year. The driver will give advance notice to the Transportation Supervisor and will forfeit his/her next trip on the roster. If two (2) or more drivers request the same trip, the trip will be awarded to the most senior driver, unless that person has already been granted a preferred trip.

Meal Allowances (Maximums)

Breakfast	\$8.00	Reimbursement request must have paid receipt attached, when applicable. (restaurant, grocery store, etc.)
Lunch	\$10.00	
Dinner	\$12.00	

Admission Fees

Drivers will not be required to pay for any admission fees for school-sponsored trips. The sponsor of the trip will pick up this cost.

Special Education Bus Aide

The Special Education Bus Aide(s) hourly wage range is \$7.50 - \$10.00.

Trainer Pay

The rate paid to the "Trainer" for training new drivers will be at the trainer's current driving rate.

Holidays

Regular drivers and aides will be paid for seven (7) holidays if they work the day before or the day after the designated holiday. Substitute drivers will be paid for a holiday if they work the scheduled day before and after the holiday. If a driver drives on the paid holiday, they will be paid for the holiday plus double time. The seven holidays are: Friday before Labor Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's Day and Memorial Day. The summer driver will also receive July 4th as a paid holiday.

Maps

Drivers must make and keep up-to-date a map for each of their routes. A \$25.00 allowance will be paid to each driver when each map is turned in and approved by the supervisor based on the map completion check list. This allowance will be paid each time a driver has a major change that requires doing another map. There will be a map description of each route available to bus drivers in the transportation office.

Fueling

In the event refueling is necessary, the driver will be compensated for five (5) minutes to fuel their bus.

Extra Duty Pay

If a driver has to open the garage in the morning in the supervisor's absence, they will be compensated at the extra trip rate.

Accompanying Driver

A driver will be paid a fee of his/her regular rate on a one-time basis for riding a route with another driver to familiarize himself/herself with the route. A regular driver who is designated as a special education route substitute will be paid at his/her regular rate for learning the special education route.

Physical Exams and Drug Testing

The School District will pay for physical examinations and mandatory drug testing required by the state. If a driver wishes to choose his/her own doctor for the yearly physical exam, the District will pay a maximum of \$75.00. Drug testing that is required will be paid for at the driver's regular driving rate.

Certification and Additional Training

For time spent on written and/or road tests for certification purposes, a driver will be paid per hour at the extra trip rate. Drivers will also receive the hourly extra trip pay for any classes or training that they are requested to attend.

Obtaining/Renewing CDL

The School District shall reimburse the cost incurred by a driver for obtaining or renewing a Commercial Driver's License. The cost incurred by a new driver shall be reimbursed only after completion of the first year of employment; providing the driver is still an employee of the school.

Perfect Attendance

Missing any part of a day is calculated as missing a full day for perfect attendance calculation per year \$150 – perfect attendance, \$100 – 1 day, \$50 – 2 days. Check payment will be made no later than June 30 each year.

Meetings

Prior to each new school year, the Transportation Supervisor/Mechanic will call a mandatory meeting with all bus drivers to discuss any new policy, route changes, the setting up of Special Education, Young 5's (or Kindergarten) and Vocational Education job placements, EFE/EFA/KAMSC runs, or any other information to be discussed. All drivers are required to attend monthly meetings and will be paid per hour at the extra trip rate.

Overnight/Extended Trips

When a driver takes a trip that requires staying overnight, he/she will be paid at the extra trip rate with the exception of their personal time. Personal time is defined as that time the driver is not engaged in driving to or from an event or activity, and not waiting for an event or activity to end. In addition, the driver will receive an overnight stipend of \$25.00. Drivers may, but are not required to, chaperone if he/she wishes to do so. Room accommodations and meals will be provided.

On extended trips, a cash voucher of \$50.00 and/or the school credit card will be available to the driver to be used for emergencies. Receipts are required for any amount used out of this voucher.

School Cancellations/Delays

Bus drivers and aides will be paid for one hour at the regular rate on cancellation days and delays, if NOT notified by school authorities prior to their arrival at school.

Take and Return Trips

A "Take and Return" trip (one that does not require staying at the site) will be paid at the regular route rate (with a one hour minimum). "Take Only" trips will also be compensated at the regular route rate with a one-hour minimum.

Recruiting

Drivers will be reimbursed the sum of \$200 for each new bus driver that is recruited and still on the job after 90 calendar days. Payment will come in the form of a "gift card" from an establishment of the driver's choosing.

Grievances

Procedure

This procedure is intended to serve as a means for a peaceful settlement of disputes that may arise as to the application or interpretation of rules and procedures or other conditions of employment. A grievance must be presented, in writing, within ten (10) working days of the employee's knowledge of its occurrence. The employer will answer, in writing, any grievance presented to it by the Association.

The employee having a grievance shall present it to the employer as follows:

- Step 1:** The Association President and the grievant will discuss the grievance with the Transportation Supervisor/Mechanic. If the matter is not disposed of, it will be submitted in written form to the Transportation Supervisor/Mechanic. Upon receipt, the Supervisor shall provide a dated and signed copy of the grievance to the Association President. The Transportation Supervisor/Mechanic shall have five (5) working days to submit his/her written decision to the Association President.
- Step 2:** In the event the matter is not mutually resolved, the Association President may submit the grievance within five (5) working days to the Superintendent of Schools, who in turn will have five (5) working days to submit his written decision to the Association President.
- Step 3:** In the event the matter is not resolved, the Association President may submit the grievance within five (5) working days to the Board of Education, who in turn will have twenty (20) working days to submit a final decision to the Association President.

Discharge and Suspension

Notification to Association President

The employer agrees, upon discharge or suspension of an employee, to promptly notify in writing the employee and the Association President of the discharge or suspension and the reason for such action.

Discussion of Discharge/Suspension

The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Association President in a place made available by the employer before he/she is required to leave the property of the employer. Upon request, the employer or his designee will discuss the discharge or suspension with the employee and the Association President.

Should the discharge or suspended employee and/or the Association President consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.

Loss of Pay and Failure to Accrue Seniority

Suspension shall result in loss of pay and failure to accrue seniority. If a suspension is found to be improper by the grievance procedure, the employee shall be reinstated with full back pay and seniority shall be restored.

Seniority

Probationary Period

1. Employees shall be considered probationary for the first two (2) years of employment.
2. When an employee becomes a regular driver, he/she will be entered on the seniority list. A substitute shall have seniority on the substitute list from the date of hire.

Seniority List

1. The seniority list shall show the date of hire and the seniority date of all employees entitled to seniority.
2. If two (2) or more employees have the same date of hire, the employee with the lowest last four social security numbers shall be deemed most senior.

3. The School District will keep the seniority list up to date and will annually publish to the Association President and the Transportation Supervisor/Mechanic by October 15th of each year. A current copy will be posted in the bus garage.

Loss of Seniority

An employee shall lose or fail to accrue seniority for the following reasons:

- a. Voluntary resignation
- b. Retirement
- c. Termination that is not reversed through the grievance procedure as set forth in this Agreement.
- d. Taking an unauthorized leave of absence or failure to return from an authorized leave of absence on the agreed upon date, unless the employer and employee shall otherwise agree in writing to extend the leave.
- e. Taking an unauthorized leave for personal, non-medical reasons.

Layoff and Recall

District's Right

If the School District determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.

Order of Layoff

The least senior employees shall be the first laid off. Compensation shall be suspended during any layoff period.

Loss of Seniority

There shall be no loss of seniority during a layoff.

Order of Recall

Employees shall be recalled in the inverse order in which laid off. If any employee shall fail to report to work at the time specified at the time of recall, unless an extension is granted in writing by the employer, the employee shall be considered as a voluntary quit and shall thereby automatically terminate his/her employment.

Vacancies

Permanent Vacancies

All permanent vacancies and/or newly created positions as well as extended vacancies of five (5) or more days shall be posted in a conspicuous place on a bulletin board in the bus garage within three (3) working days of the date of the vacancy and the Association President will be notified. Postings shall set forth the route assignment for the position and remain posted for a period of three (3) working days. All vacancies or newly created positions within the Association shall be filled on the basis of seniority, unless the awarding of the bid would put the driver into overtime. In that case, it would go to the next highest bidder that would not be placed in overtime by the awarding of the bid. The job shall be awarded at the end of the posting period.

Substitute Drivers

1. A reasonable effort will be made for regular bus drivers to substitute for absent drivers. An employee may substitute for any absent employee. The substitute will in turn drive the regular driver's run. No chain bumping will be allowed. In the case of extended absences, one employee may substitute for the duration of the absence. Substitute assignments for four (4) days or less will be made upon request by the employee and assigned by a seniority rotation basis.
2. When a regular driver must, in an emergency situation, leave his/her bus and/or students, another driver will be used as a substitute whenever possible. When no other driver is available, a certified driver will be called upon to complete the trip.
3. Route in and out times will be posted in the bus garage for each bus by number to assist drivers who are subbing for other drivers.

Substitute Aides

A substitute for an aide should be a certified aide. If one is not available, a regular driver will be asked based on a seniority rotation basis. Drivers subbing for the special education bus aide will be paid according to their regular driving rate.

Sub Rotation

Driving among substitute drivers will be rotated to keep total driving time as equal as possible among the drivers. A total of hours worked by each substitute driver shall be posted and updated monthly. Hours refused will be considered hours worked and will be charged to the driver.

Eliminated Routes

An employee whose route is eliminated and has to revert back to a substitute position will retain the right to take extra trips and remains on the roster, with no loss of seniority.

Employee Benefits

Leave of Absence

Leave days other than sick leave are non-cumulative, but may be used in increments of hours/minutes. Drivers with a.m. and p.m. runs may use days in increments of hours/minutes.

Unpaid Leave of Absence

1. Leaves must be requested in writing at least forty-eight (48) hours in advance, except in the case of an emergency.
2. Unpaid leaves of absence, for periods not to exceed one (1) year, shall be granted for the following reasons:
 - a. Illness or injury (physical or mental). A doctor must certify such conditions.
 - b. Prolonged illness in the immediate family. Immediate family shall consist of spouse, parents, spouse's parents, children or siblings.
 - c. Leave as set forth above may be extended for like causes as approved by the Superintendent.
 - d. Employees on medical leave shall be eligible to return to their original or equivalent position upon their return as determined by the Family and Medical Leave Act of 1993.
 - e. Other leaves may be granted as approved by the Superintendent.
 - f. Employees shall accrue seniority while on approved leaves.
 - g. More than five (5) days unauthorized absence in a school year may result in loss of seniority and will result in other disciplinary action.

Sick Leave

Regular drivers and special education aides will be granted ten (10) sick leave days per school year, paid at their prevailing wage, for personal illness or when their presence is required to attend the illness of an immediate family member. Sick days may accumulate to ninety (90) days. After three (3) consecutive days, a doctor's verification may be required. Summer employment for the purpose of providing transportation for special needs students will generate one (1) additional day of sick leave and one (1) additional day of personal business based on summer hours.

Funeral Leave

Regular drivers and aides will be granted up to three (3) days off with pay for Funeral leave for members of an employee's immediate family paid at their prevailing wage. Immediate family consists of: spouse, mother, father, child, stepmother, stepfather, stepchild, brother, sister, grandparent, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparent-in-law, grandchild, or anyone who permanently resides with the employee. Funeral days may be increased with approval from the Superintendent.

Personal Business Leave

Regular drivers and aides will be granted two (2) personal leave days per school year, paid at their prevailing wage for business that cannot be performed before or after work hours. Business leave shall be used for legitimate business, religious or family obligations that cannot reasonably be scheduled outside of the regular workday. It shall not be used for other employment, the seeking of other employment or for social, recreational or other similar purposes. Twenty-four (24) hours written notice must be given to the Transportation Supervisor/Mechanic when possible.

Jury Duty

A driver or aide shall be entitled to leave with pay less any fees paid for jury service or when subpoenaed as a witness in which the driver is not a party to the litigation. If the employer determines that the absence of a driver will naturally interfere with the School District's program, the employer shall have the right to request that the driver be excused or have such service rescheduled to a time that does not conflict with the discharge of his/her duties. The driver shall return to his/her duties whenever his/her attendance in court is not actually required. Jury duty will not impact the employee's perfect attendance standing.

Insurance Coverage

All regular bus drivers and aides are eligible to apply for the same insurance coverage that is available to the teaching staff at the same group rates. Open enrollment is between August 1 and August 31 of each year. All costs must be paid by the applicant on or before the 15th day of each month starting September 15.

Effective Date and Termination

This agreement shall be effective July 1, 2012 and shall remain in full force and effect until midnight June 30, 2013.