

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

July 1, 2007 – June 30, 2009

October 30, 2007

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 Extra Board 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: ASSOCIATION DUES & AGENCY SHOP

- 1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.27(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.**
- 2. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set for in this Agreement.**
- 3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless**

revoked according to the procedure outlined in the MEA Constitution, By-Laws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the first regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

4. 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 MEFSA MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.
5. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
6. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - A. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- C. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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 scheduled working hours without loss of time or pay. Should it become necessary for a steward or union officer to leave his 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 is going to see. The steward or union officer shall notify the supervisor upon his 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:

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 1 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 2 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 I 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 2. The grievant, grievance committee and representative of MEA may attend meetings at Step 2. 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.

Step 3 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 borne 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. If the grievance is not reinstated within thirty (30) work-days from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event the withdrawal without prejudice will not affect financial liability.**
- 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 the Board formally approves the permanent hiring at its first regularly scheduled meeting following 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.

- a. 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 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 former job status and location. His seniority will continue to accumulate during this time.**

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

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

8. **An employee shall lose his seniority for the following reasons:**
 - a. **He quits.**
 - b. **He is discharged for a just cause.**
 - c. **He is absent for three (3) days without notifying the appropriate administrator.**
 - d. **He fails to return from an authorized leave on the date specified.**
 - e. **He is laid off for a period in excess of his 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 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 an extra board substitute, 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 last known address by registered or certified mail. It is the responsibility of the employee to keep the Board informed of his 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.

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, parents-in-law, 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 vacation days rescheduled.

ARTICLE 15: PERSONAL/SICK DAYS

1. **Eight (8) personal/sick days per year with pay may be allowed a bus driver or bus aide for personal business or illness. Such days are not cumulative. These eight (8) personal/sick days may all be used as sick days. These personal/sick days, when so used, may be taken in trip increments with the approval of the Transportation Supervisor.**

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 an extra Board driver or extra Board 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.

Any employee having unused sick days at the end of the contract year shall be compensated as follows:

**0 through 1 days absent - 100% of normal pay for unused sick days
2 through 4 days absent - 50% of normal pay for unused sick days.**

This payment will be made within thirty (30) days following the end of the contract year. (normal pay is normal run hours.)

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.

2. **When said personal/sick 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 timely manner and consistent manner, 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.

- 3. To be eligible for the provisions of this Article, a driver or aide must be permanently assigned to a regular run.**
- 4. 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 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.**
- 5. 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.**
- 6. 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.

7. 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.
8. Employees on sick leave beyond one (1) year shall have seniority frozen after the first year of such leave.
9. To avoid misuse of the provisions of this Article, employees may 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.
10. 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 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 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	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas 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, then the following would apply:**

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 including their probationary period will receive a one (1) week standard vacation in the succeeding school year provided they continue to be eligible.**

Subsequently drivers or aides who complete five (5) years service prior to the start of the Easter 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:

5 years – 1 additional day	6 years – 2 additional days
7 years – 3 additional days	8 years – 4 additional days
9 years – 5 additional days	
15 years – 6 additional days	
20 years – 7 additional days	

Vacation days shall be paid for at the normal rate of pay for the hours of their regular run.

Twelve (12) month employees shall be entitled to one (1) additional vacation day for each year.

2. Standard Vacation.

The first five (5) vacation days shall be paid as follows: two (2) days pay the week of Christmas; two (2) days pay the week of New Year's; and, one (1) day pay the week of Easter. The additional days shall be allotted as the calendar allows to avoid operating days and to balance pay distribution as well as possible.

3. 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 an extra board driver or extra board 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.

4. 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.

5. 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 one (1) month in advance.

Except in emergencies, the schedule shall be adhered to by the parties.

- 6. To be eligible for the provisions of this Article a driver or aide must be permanently assigned to a regular run.**
- 7. 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 who are not allowed to work will not be paid in those instances where the District is required to make up the lost day(s) of instruction. If the day(s) of instruction are not required to be made up, the employees will be paid for the day(s).**
- 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 a person 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.**
- 4. Normal pay shall be the normal hours on their scheduled run.**
- 5. When a sub driver or aide has been assigned to work, and an "Act of God" day occurs they are eligible for this Article.**

ARTICLE 22: PARENT CONFERENCE DAYS

1. Drivers and aides will be paid normal pay for the time lost due to scheduled parent conference days set forth in respective school calendar(s). These days will be scheduled for transportation in-service days and the drivers must report to the Transportation Office.
2. Normal pay shall be the normal hours on their scheduled run.

ARTICLE 23: 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.
3. All temporary runs will be covered by the extra board 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 sub driver.

ARTICLE 24: 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 meeting convened on the Tuesday prior to Labor Day at 7:00 a.m. unless notified otherwise. Drivers and aides will be paid up to two (2) hours pay for their attendance at said meeting. Drivers and aides will first bid on A.M. /P.M. runs then shall have the option to bid on noon runs or other runs. When bidding runs, drivers and aides will be allowed to bid into a fifteen (15) minute 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.

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

4. **If a total day's run (AM/PM run and a noon run, if applicable) is reduced during the school year by one (1) hour or more per day in time, the driver or aide assigned to said run shall be notified in writing and will be allowed to retain the run (AM/PM run and/or noon run) or bump to the run of his/her choice including extra board according to seniority.**

Drivers or aides as bumped will then be allowed to bump in the same manner.

5. **If an AM/PM run (not including a noon run) is increased during the school year by one (1) hour or more per day in time such increased run shall be posted for bid as a new job in accordance with the provisions of Section 1 of Article 24. Drivers and aides displaced by such bids shall have the right to bump in accordance with seniority.**

If a noon run is increased by one (1) hour or more, the noon run shall be bid.

- 6. When additional time of less than one (1) 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.**
- 7. 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.**
- 8. 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.**
- 9. Unless otherwise provided in the Agreement, when regular runs are to be changed on a permanent basis, the employer shall normally attempt to discuss said changes with the drivers and aides.**
- 10. 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 25: 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 (2) 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 (2) the hourly rate in addition to the Holiday pay.

ARTICLE 26: EXTRA ASSIGNMENTS / FIELD TRIP PROVISIONS

1. Employees must be permanently assigned to a regular run to qualify for the provisions of this article. Sub-drivers may not bid for extra assignments. If a regular driver does not bid on an extra assignment, then a sub-driver will be offered the extra assignment on a rotating basis. If no sub-driver bids for the extra assignment, then the low seniority regular driver shall be assigned to the run.

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 by 9:00 a.m. two (2) days 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 9:00 a.m. but before 3:00 p.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.

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 an extra board driver or aide will assume the regular run duties, measured in complete trips, 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 drivers or aides 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 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 extra board driver or 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 I shall be assigned on a rotating basis to seniority employees as described in Paragraph I. 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 I, 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 reimbursement of up to \$5.00 shall be paid to each bargaining unit member who works at least ten (10) hours due to an extra assignment. A second such reimbursement shall also be paid if the work day 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 fifty (50) mile radius of the board office shall be guaranteed to the transportation bargaining unit if buses are available.

ARTICLE 27: EXTRA BOARD SUBSTITUTES

1. All drivers and aides not permanently assigned to regular bid runs will be assigned to the extra board as substitutes. There shall be no less than two (2) extra board 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 regards 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 shall 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. 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 28: 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 present unit members receiving full family benefits are grandfathered as of July 1, 1997 and will continue to receive this coverage as long as they continually elect this benefit and they are assigned to a regular run of thirty (30) or more hours per week, under the current prorated copayment premium arrangement.

2. All remaining drivers and aides assigned to a regular run of fifteen (15) hours or more per week 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 paid on the last pay of the year at a rate determined by bid hours worked;
 - 1) 600-1149 hours equals \$900.00.
 - 2) 1150-above equals \$1,200.00.

3. 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 #2 above. Beginning with the 2005-2006 school year, new employees working a regular bid run of a least five (5) hours but less than six (6) hours per day shall receive a stipend equal to one dollar (\$1) per hour for each bid hour. This stipend shall not exceed nine hundred dollars (\$900) per year.

Eligible employees covered by this agreement may participate in the group health insurance plan provided by the employer. The Board may negotiate with other carriers for the lowest cost figure to achieve comparable coverage as provided by Blue Cross/Blue Shield for 2006-2007 as follows:

Community Blue PPO Option 1 with Coordination of Benefits
 Office Visit Copay: \$5
 Urgent Care Copay: \$5
 Emergency Room Copay: \$25
 Deductible: \$100 member/\$200 family
 Mental Health Copay: \$0
 Hearing Aid Rider HCA
 Unlimited Preventive Care Services
 Prescription Drug Card: \$5 Generic/ \$30 Brand Name (MOPD)

The seniority employee covered under the BCBS traditional health plan as of June 1, 2007 may choose to remain in this plan and pay the difference in the premium. This shall be paid by the employee each month. This premium cost will be made available as part of the Section 125 cafeteria plan.

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.

- 4. 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

- 5. 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.**
- 6. All unit members subscribing to the health insurance coverage shall receive single subscriber vision insurance, comparable to VSP 2.**

ARTICLE 29: MEDICAL/PHYSICAL EXAMINATIONS

The School District shall pay for any medical/physical examinations required of transportation employees by the District. Employee incurred cost for T.B. tests required of drivers and aides by State Law shall be reimbursed the employee when deemed medically necessary.

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 30: 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 regards 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. All vehicles will be started for the bus drivers on days when the temperature drops below 20°F from November 1 to April 1. This item will be eliminated from the contract, if and when the new plug-in system is installed at the transportation department and is functional.**
- 3. Drivers and aides shall have access to lavatory facilities at all times that they may be present at the bus yard.**
- 4. 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 allowance of \$5.00 will be paid when daily hours exceed ten (10) because of training time. Training shall be scheduled by the Transportation Supervisor.**
- 5. 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.**

6. The cost of a required 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.
7. The Board shall provide a copy of the Board Policy Manual which will be placed in employee's lounge. Security for said manual shall be the Union's responsibility. Any changes or additions thereto shall be included in the employees copy.
8. The District will supply a form of protective outer wear on each lift bus for the use of the Bus Aide assigned.
9. The Board will purchase jackets every other year for each actively employed member of the Bargaining Unit.
10. 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.
11. All drivers and aides will be paid for only hours worked on half days. (This does not apply to days referenced in Article 22).
12. Absences for personal/sick and vacation days will be recorded based on length of scheduled run time missed.

ARTICLE 31: PAY RATES & HOURS OF WORK

1. Rates of pay shall be as follows, effective July 1 of each contract year:

	2007/2008	2008/2009
Probationary Drivers*	0%	0%
Seniority Drivers	1%	1% July 1, 2008/1% Jan 1, 2009

Dispatcher	1%	1% July 1, 2008/1% Jan 1, 2009
Bus Aides	1%	1% July 1, 2008/1% Jan 1, 2009

<u>Category</u>	<u>7/1/2007</u>	<u>7/1/2008</u>	<u>1/1/2009</u>
Probationary Driver	11.74	11.74	11.74
	1%	1%	1%
Driver/Extra Board Sub			
91st day-1st year	13.82	13.96	14.10
Driver/Extra Board Sub			
2nd year	15.54	15.70	15.86
Driver/Extra Board Sub			
3rd year	17.26	17.43	17.60
Dispatcher	18.11	18.29	18.47
Bus Aide	12.09	12.21	12.33

All current drivers and extra board substitutes are grandfathered with respect to the wage scale and shall be paid at the Driver – 3rd year rate.

***This rate will be increased \$.10 following State Certification until completion of the probationary period.**

- (a) Retroactivity applies to all non-probationary employees actively employed as of July 1, 2007.**
- 2. Drivers and aides called back to work from home for a bus run shall be guaranteed a minimum of two (2) hours pay.**
 - 3. 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.**
 - 4. 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)**

5. **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 shall receive their regular hourly wage rate, but this time is not considered part of their “bid hours” for purpose of eligibility for health insurance, cash in lieu payments, or five hour stipends.**
6. **No additional time will be added to bid hours unless it exceeds the scheduled end time by ten (10) minutes or more.**

ARTICLE 32: 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 to allow management time to evaluate their acceptability to become a permanent employee. This probationary period shall be until the Board formally approves the permanent hiring of such employees at its first regularly scheduled meeting next following completion of 60 work days after certification.**
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 33: DEFINITIONS

SENIORITY AIDE	Aide who has completed the probationary period and has been accepted as a permanent employee by formal approval of the Board of Education.
EXTRA-BOARD SUBSTITUTE	Driver or aide not permanently assigned a regular run.
SENIORITY DRIVER	Driver who has completed his/her probationary- period and has been accepted as a permanent employee by formal approval of the Board of Education.
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.
TERMS	Wherever the female gender is used it shall include the male gender and vice versa.
CASUAL DRIVER	Driver who works only when all extra board substitutes are currently

assigned and are not part of this contract.

DISPATCHER

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 and will be filled by the most senior qualified applicant in the Transportation Department. The dispatcher shall remain in the position from year to year.
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 can not 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 34: ENTIRE AGREEMENT

1. 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 35: DURATION OF AGREEMENT

This agreement shall continue in full force and effect until June 30, 2009. 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.

This Agreement shall not become effective unless and until it is signed by:

- A. The elected Negotiators of the Gibraltar Transportation Association/MEA;

B. The Chief Spokesperson.

C. Approved by the Board of Education of the Gibraltar School District by resolution duly adopted.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this _____ day of _____ 2007.

**BOARD OF EDUCATION
GIBRALTAR SCHOOL
DISTRICT**

**GIBRALTAR TRANSPORTATION
ASSOCIATION/MEA**

President

MEA Representative

Secretary

Chief Negotiator

***ratified by Union 11/7/07**

***ratified by Board of Education 11/14/07**

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