

AGREEMENT

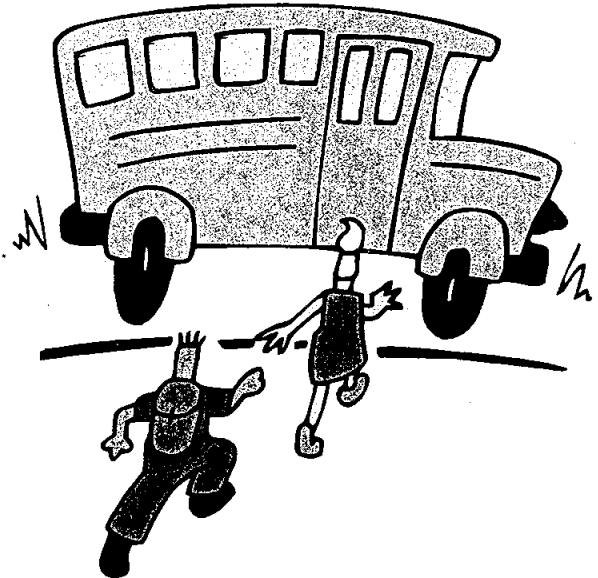
between

COMSTOCK PUBLIC SCHOOLS

and

**COMSTOCK SCHOOL BUS DRIVERS'
ASSOCIATION**

2005-2008



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AGREEMENT
COMSTOCK PUBLIC SCHOOLS
and
COMSTOCK SCHOOL BUS DRIVERS' ASSOCIATION

July 1, 2005 – June 30, 2008

THIS AGREEMENT made by and between Comstock Public Schools, Kalamazoo County, Michigan, a school district organized under the Constitution and laws of the State of Michigan, (hereinafter called the "Employer") and the Comstock School Bus Drivers' Association (hereinafter called the "Association").

WITNESSETH:

ARTICLE 1 PURPOSE & RECOGNITION

1.1 PURPOSE

The general purpose of this Agreement is to set forth wages, hours, and other conditions of employment which shall prevail for the duration of this Agreement and is to promote orderly and peaceful labor relations for the mutual interest of the Employer and Drivers, recognizing that the safety and well-being of the School's bussed students is paramount, and dependent upon the care and diligence of the Drivers. The Employer and the Association for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

1.2 RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus Drivers in this Agreement. The term Driver shall refer to Employees of the Employer who are represented by the Association and are certified bus Drivers with a permanently assigned run, or who have successfully completed a two-year probation period as a substitute Driver and who drive vehicles for the purpose of transporting students as a regularly scheduled part of their work assignment of the hours they are employed by the Employer.

1.3 OTHER AGREEMENTS & REGULATIONS

This Agreement shall supersede any rules, regulations, or practices of the Employer, which shall be contrary or inconsistent with its terms.

1.31 **Legality.** The terms of this Agreement shall not be contrary to any Federal, State, or County laws or regulations.

1.4 REPRESENTATION

The Employer agrees not to negotiate with any Driver's organization other than the Association for the duration of this Agreement.

ARTICLE 2 DRIVER'S RIGHTS & RESPONSIBILITIES

2.1 DRIVER'S RIGHTS

- 2.11 **Right To Organize.** Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every bus Driver employed by the Employer shall have the right to freely organize, join and support the Association and may elect a committee for the purpose of collective bargaining in regard to wages, hours, working conditions, and other terms of employment. This committee will be known as the Negotiation Committee.
- 2.12 **In-service.** The Employer may require in-service training, such as driving school, from time to time. The employer will pay all registration costs in said educational requirement.
- 2.13 **Facilities.** The Employer agrees to provide, within its ability to fund, a Driver service area cleaned and maintained as needed, parking and use of a telephone for local calls.
- 2.14 **Work Orders.** Drivers shall complete a work order request pertaining to repairs on their bus to the mechanic. If a second request is needed, Drivers will forward all such requests to their supervisor. Drivers may keep a copy of all repair requests for their personal records.
- 2.15 **Non-Discrimination.** The Employer and the Association both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.
- 2.16 **Right to Drive.** Buses will be operated by Drivers represented by the Association to transport students, except in emergencies.
- 2.17 **Radio Equipment.** During working hours there will be someone on duty at the radio while buses are on regular runs including kindergarten and late runs.
- 2.18 **Annual Bus Cleaning.** An annual, thorough bus cleaning shall be completed between the end of the school year and July 31st. The annual bus cleaning shall be the responsibility of every driver bidding on a regular run under bidding section. Returning drivers will clean the bus they drove the previous year or enlist the services of another driver through a sign up sheet that will be posted mid-May. In the event a driver is not able to fulfill their obligation said driver would be responsible for notifying original driver and enlisting another driver to do so, in accordance with the sign up sheet. New Drivers will clean a bus designated by the Transportation Supervisor. New Drivers may be assigned to assist a senior Driver, if there are no other buses to clean. The cleaning shall consist of:
- Washing/waxing all interior surfaces including walls, windows, and floor.
 - Removing dirt from the instrument and control panels.
 - Washing the seats.
 - Cleaning the interior and exterior mirrors and windows.
 - Cleaning the defroster fans.

Exceptions to the cleaning schedule shall be determined by the transportation supervisor.

- 2.19 **End of Year Bus Cleaning.** By the day after the last day of the school year all drivers are responsible for:

- Popping all seats and cleaning all trash from seats.
- Removal of personal belongings.
- Sweeping and emptying trash.

2.2 DRIVER'S RESPONSIBILITIES

2.21 **The Michigan School Bus Driver's Manual.** This manual shall generally become the criteria for driving policies and practices.

2.221 **Certified & Qualified.** Drivers shall, at all times, maintain a current Michigan Certification for operating a school bus. Drivers must be qualified for driving by knowledge, experience, performance, and attitude and be acceptable to the school insurance carrier.

2.222 **Responsibility to Drive.** The Board of Education has recognized in section 2.16 the Driver's right to drive. The Drivers, therefore, have the responsibility to drive as needed by the Employer. For this, members new to the Association after June 30, 1994 will be expected, as a condition of continuing employment, to drive their fair share of trips.

2.22 **Notification of Health Condition.** The prompt notification to the Employer of any physical or mental condition of the Driver, which may temporarily or permanently impair the ability of the Driver from discharging his/her responsibilities, is the Driver's duty. Failure to report a physical or mental condition to the employer will subject the employee to Section 2.28 (B) of this agreement.

2.23 **Maintenance of Equipment.** In the event the Driver feels his/her bus is unsafe, he/she must notify the Transportation Supervisor. If the supervisor decides the Driver should continue to use the bus, then:

Protest Form: The Driver may complete a Protest Form supplied by the Employer and signed by the Supervisor, and one copy shall be filed with the Association President.

Citations: The Employer will assume liability for citations if the citation is a direct and sole result of the condition stated in the Protest Form.

2.24 **Conformability.** Drivers will comply with all applicable laws, regulations, policies, and directives, which are not contrary to law or to this Agreement.

2.25 **Tardiness & Absences.** Drivers are to inform the Transportation Supervisor, or his/her designee, as soon as possible when they are to be absent to allow sufficient time to secure the services of a replacement. Transportation is to be notified at least one (1) hour before report time, except in a case of an emergency.

A. Report Time: is 15 minutes prior to leave time, required for pre-tripping of the bus.

Tardy: In the event the Driver is tardy, the bus Supervisor may assign another Driver to the a.m. or p.m. or part of the run whose normal run begins later than the run of the tardy Driver, or a substitute. The run left as a result of the aforementioned action will be filled by a substitute Driver or by the tardy Driver if he/she arrives in time. In the event both runs are filled when the tardy Driver arrives, the tardy Driver will not be paid for that portion of

the run. (Tardy is defined as not being present at the transportation facility 15 minutes prior to the start of the run.)

No Call- No Show: When a Driver is not present or has not made prior arrangements for their A.M. or P.M. run and has not called in by 8:00 A.M. for the morning run or 3:15 P.M. for an afternoon run, it will be considered a no call-no show.

2.26 Professional Conduct

Impaired Ability: Drivers will refrain from activities, which may reasonably impair the ability of the Driver to adequately discharge his/her assignments and duties.

Preservation of Public Welfare: Drivers will refrain from activities which may be contrary to the best interests of the Employer and his/her responsibilities to the public for the education, safety, and well being of students and other persons who may use the facilities of the District, and the proper preservation of the public property.

2.27 Additional Duties

Routine Cleaning. Each Driver will insure that the interior of the bus they drive is clean upon return from a run or trip.

Route Maps. It is the responsibility of the Driver and supervisor to cooperate in keeping accurate and up-to-date route maps with accompanying information for sub Drivers. The information should indicate streets, turns, stops, landmarks, hazards and daily changes in pick-up or drop-off locations. The Driver will be paid for the time required (up to 8 hours per year) at the non-driving rate for the time needed to complete the initial route map for the year.

Dropping Off Students. Each student will be dropped off only at their designated bus stop, unless the student has a note signed by the parent or guardian and the principal or school secretary. When the student has no note, but insists on being dropped off at other than their designated bus stop, the drop will be confirmed via radio and telephone.

2.28 **Discipline.** The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end, the Employer reserves the right to discipline and discharge Employees for cause, except when such actions are arbitrary or discriminatory. The Employer recognizes the right of an Employee to have Association representation, upon request, at the conference with the Employer when disciplinary action is to be taken. Discipline (except when the seriousness of the offense shall otherwise require) shall be progressively applied as follows:

A. Steps

1. **First Offense:** An oral warning documented by the Employer with a notation that it is an oral warning. (Tardy, 1st & 2nd time are oral warnings, 3rd time goes to written warning)
2. **Second Offense:** A written reprimand signed in the presence of an Association representative with a copy to the Association.

3. **Third Offense:** A written reprimand and suspension from one to five days, signed in the presence of an Association representative with a copy to the Association.
4. **Fourth Offense:** Additional suspension or termination signed in the presence of Association representative.

B. **Exceptions:** When the offense merits, the Employer has the right to terminate the Employee, or impose lesser appropriate penalties other than discharge without regard for the Steps one through four. When the Employer disregards these steps, the Association representative will be consulted.

C. **Restoration of Status:** After an Employee has been formally disciplined, the Employee may earn restoration of his/her status as an Employee in good standing. For each year of employment after the last discipline, the Employee shall be moved back one (1) step in the progressive discipline procedure until the Employee is considered to be at step one. An exception will be made if the Employee is notified when the discipline is initially rendered that the seriousness of the offense is so great that the disciplinary action will not be removed from the file. All references to a disciplinary action shall be removed from an Employee's record after three (3) years of service without disciplinary action, except as noted above. It shall be the Employee's responsibility to request such removal at the end of three (3) years.

ASSOCIATION RIGHTS

Deduction of Dues. Driver's authorization for the deduction of Association dues, and a \$20.00 fee for new Drivers shall identify the Driver, the amount of each deduction, the period for which the deductions are to be made, and be signed by the Driver. The Employer shall deduct the authorized amount from each Driver's pay and transmit the total deductions to the Association, together with a listing of each Driver from whom deductions are made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies as soon as possible.

Seniority List. The Employer agrees to furnish the Association, in response to reasonable requests from time to time, such information necessary to keep the seniority records up-to-date.

ASSOCIATION RESPONSIBILITIES

2.41 **Continuity of Operation.** Each driver will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules, and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slow-down, strike, or other interference with the day-to-day operations of the Employer. The Employer shall not condone a lockout or lay-off, which would be considered punitive action under the law against the Association. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

2.42 **Association Membership**

Dues or Assessment: Each Driver, as a condition of continued employment, shall pay the Association membership dues or assessment within sixty (60) days of the beginning of each contract year. If he/she is not a member of the Association, he/she shall pay a service fee to the treasurer of the Association within sixty (60) days of the beginning of the contract year. The service fee shall in no case be greater than the dues paid for Association membership. New Drivers shall, upon becoming a regular Driver, pay prorated membership dues or service fees for the remaining part of the contract year within thirty (30) days of completing their probationary period. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

Save Harmless: The Employer shall not be required to discharge any Driver under the provisions hereof until the right of such Driver shall have been determined by a Court of competent jurisdiction, nor shall the Employer have the obligation to institute any litigation for the purpose of determining such right. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by execution of this Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of provisions herein set forth, or by reason of claims and demands made by the Association that a Driver be discharged because of the provisions herein set forth.

ARTICLE 3 COMPENSATION

3.1 BASIC COMPENSATION

A. Salary Steps: Hourly Rate - Probation Ninety (90) Days

	2005-06	2006-07	2007-08
Probation	\$ 10.62	\$ 10.83	\$ 11.05
1 st - 4 th Year	\$ 13.76	\$ 14.04	\$ 14.32
5 th - 8 th Year	\$ 14.25	\$ 14.54	\$ 14.83
9 th Year on	\$ 14.74	\$ 15.03	\$ 15.33
Non- Driving	\$ 10.62	\$ 10.83	\$ 11.05
Substitute Driver	\$ 13.23	\$ 13.49	\$ 13.76

Retired CPS Driver Substituting: See 4.12

B. Trip Time: (Driving & Non-Driving) Basic Compensation Rate.

C. Extended Trips: Trip rate for all driving time and non-driving rate for non-driving time. Driving time shall include all time on the road including driving, service stops, and meals in route. Non-driving time is time at trip's destination except that overnight lodging is neither driving nor non-driving.

D. Non-Driving: Included are mandatory meetings/orientation, safety instruction, bus school attendance, construction of route maps, conferences, and any other non-driving activities.

E. Bus Cleaning: Bus cleaning shall be paid at the non-driving rate for the time needed.

- Annual bus cleaning - up to 8 hours non-drive rate
- End of year cleaning - up to 1 hour non-drive rate
- Exterior Bus Washing - \$10.00 per bus

Fringe Benefit: The employer will provide a fringe benefit allowance under Section 125 for each Driver who has completed their probationary period and has a regularly assigned run. The Driver shall have the option of receiving the fringe benefit amount as follows:

1. The Driver may choose to apply all or part of the fringe benefit toward the purchase of health insurance. Should the Driver elect health insurance, the Driver's portion of the health insurance will be by payroll deduction. Deductions will be made on a before-tax basis.
2. The Driver may choose to apply all or part of the fringe benefit to a medical and/or dependent care reimbursement account on a before-tax basis.
3. The Driver may choose to receive all or part of the fringe benefit as additional compensation through the employer's payroll system during the plan year to which the election relates. Any additional compensation received through the employer's payroll system will be taxable and subject to all applicable withholdings.

Federal law does not permit Comstock Public Schools to offer a Section 403(b) tax-sheltered annuity contribution as a benefit under the Section 125 Plan. However, you may make a special election, outside of the plan, to contribute all or a portion of the fringe benefit to a Section 403(b) tax-sheltered annuity. The contribution will be considered your own pay reduction contribution for purposes of the IRS limit. The contribution will be deducted from your compensation in equal installments on a before-tax basis (except FICA) as part of the district's regular payroll system.

The driver shall not receive any fringe benefit as elected for any time period after termination of employment with employer or otherwise becomes ineligible to participate. Due to this, all of the fringe benefit amount will be paid through the district's payroll system on a biweekly basis. The plan year is September 1 through August 31.

Drivers will make annual elections on the form provided by Comstock Public Schools Business Office.

1. **Annuity.** The annuity will be paid at the end of the school year. Between May 25th and May 31st of each year, the Association will have members sign an authorization for the Employer to deposit their annuity.

Less than 4 hours	\$460.00
4 hours or more	\$600.00

2. **Health Insurance.** For Employees working 4 hours or more per day on their regularly assigned runs, the Employer will provide \$400.00 in addition to the annuity amount toward the cost of a single subscriber, two person, or full family health insurance package. The remainder of the cost will be deducted from the Employee's check over 21 pays. The Employee will not be eligible for a benefit package for which the deductible cost is greater than their pay.

Additional Annuity: Drivers may have part of their regular earnings deposited in a tax-deferred annuity under Federal law.

Longevity: Each Employee shall be granted longevity pay after completing five (5) years of continuous service at the rate of twenty-three dollars (\$23.00) per year of service. This compensation shall be paid once per year, the first paycheck in July, beginning in July of 1999.

Retirement: The Employer will deposit into the Michigan School Employees' Retirement Fund the State required amount.

Retirement Recognition: Employees having completed fifteen (15) years of service and upon retirement from regular employment shall receive five hundred fifty dollars (\$550) in appreciation of their years of dedicated service.

3.2 MINIMUM TIMES

- 3.21 **Regular Routes.** All regular routes will be at a three (3) hour minimum. If there is one hour or more between parts of a run, the Driver's pay stops. If there is less than one (1) hour, the Driver's pay goes straight through.
- 3.22 **Midday Special Education Runs.** Drivers on regularly scheduled midday special education runs will be paid a minimum of one (1) hour or actual time, whichever is greater.
- 3.23 **Midday Runs.** Drivers on midday runs will be paid for 1.5 hours or actual time, whichever is greater. A Driver assigned to a kindergarten run shall be paid for setting up and learning the route as assigned. A regular Driver from the revolving sub list will ride with the regular kindergarten Driver the first day of the midday run to assist the kindergarten children in loading, exiting, and riding a school bus properly.
- 3.24 **Late Runs.** Drivers will be paid for one (1) hour or actual time, whichever is greater, if bid separately from the annual route.
- 3.25 **Split Day.** When Drivers are required to report three times in one day to do a normal route, they will be paid the regular route time plus one hour regular driving rate.
- 3.26 **Work Cancellations.** When notice of school cancellation has not been on radio, nor has the Driver received a phone call prior to one (1) hour before normal report-to-work time, Drivers will be paid one (1) hour's pay for reporting to work, when prior paid Act-of-God days have been used. If midday, kindergarten, late, or special runs are canceled, Drivers are not paid for cancelled runs.
- 3.27 **Local Trips.** The trip slip will include instructions for the Driver indicating whether the Driver is to remain with the group, return to the bus garage, or take the bus home while students are on the location of the trip and return for pickup.

3.28 **Take and Return Trips.** Drivers who are not required to remain with the group will be paid for a minimum of one (1) hour for delivery and one hour for pickup, or for actual driving time, whichever is greater. (Must be noted on trip slip before assigned to the driver.)

3.29 **Weekend Trips.** Minimum four (4) hours or actual drive time whichever is greater. If a weekend trip is cancelled and the driver or transportation department does not receive notification at least 1 hour prior to the scheduled departure time, the driver will be paid for 4 hours of drive time.

Mid-Winter Break. Employees will be paid for their regularly scheduled hours any year the School takes a mid-winter break. In the event there is no mid-winter break, regularly scheduled hours will be paid for one snow day to Drivers on regularly assigned runs.

Act-of-God Days. Employees will be paid for their regularly scheduled hours for the first 2 Act-of-God days during each year.

3.3 COMMERCIAL DRIVER'S LICENSE

The Employer will reimburse the Drivers for their Commercial Driver's license at the current rate at each renewal. Drivers may request a check for the renewal amount. The check request needs to be submitted at least two weeks prior to the planned renewal date. Additional endorsements, such as motorcycle, will not be reimbursed.

3.4 PAID HOLIDAYS

Paid holidays for regular Drivers, excluding substitute Drivers, except those on extended assignment of two (2) or more months, will be for regular routes, special runs, and midday runs:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	1 st Day of Spring Break or Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

Employees must work the scheduled day before and after a holiday to receive holiday pay, except, holiday pay may be received if the Employee is on sick leave and has a physician's verification of an illness or injury. Drivers failing to attend mandatory meetings prior to holidays will forfeit the holiday pay.

3.5 MEALS

Drivers will be reimbursed for meals purchased while on trips scheduled for five (5) hours or more provided the Driver is required to stay on the trip and provided the meal is eaten prior to returning students to their starting point. Reimbursement shall be for the cost of the meal but not more than:

Breakfast	\$4.75	Receipts must be presented for all meals.
Lunch	\$5.25	
Dinner	\$6.75	

ARTICLE 4 SENIORITY, PROBATION, & LAYOFF

4.1 SENIORITY DEFINED

Seniority shall be defined as a Driver's length of continuous service with the Employer.

4.11 Non-Interruption. Absences occasioned by authorized leaves of absence, sick or accident leave, or layoffs for lack of work, or leave during which a Driver received Worker's Disability Compensation, except as hereinafter provided, shall not interrupt Driver's seniority.

4.12 Termination of Employment. A Driver who quits and later returns will forfeit all his/her seniority. The aforementioned re-hired Driver will return at the wage level one step lower than when he/she left for ninety (90) work days if the return is within one (1) year. At the completion of ninety (90) days, the Employee will return to the former level of pay.

4.2 PROBATIONARY PERIOD

All new Drivers will serve a probationary period of 90 days of driving a school bus with students. Days the Driver does not drive the bus to transport students will not be counted towards fulfilling probation. During the probationary period, the Employer shall have the right in its sole discretion, to terminate the services of the Driver, without the Driver having recourse through the grievance procedure. At the end of the 90-day probationary period, Drivers will be compensated for the total hours of training.

4.3 LAYOFF & RECALL

4.31 Layoff. When it becomes necessary to lay off an Employee due to lack of work or to reduce the size of the work force, the least senior Driver shall be laid off first, provided that there are more senior Employees who are available, qualified and who have the present ability, and physical fitness to satisfactorily perform the work.

4.32 Recall. When recalling Drivers following a layoff for lack of work or change of schedule, the laid off Driver with the most seniority who is qualified and who has the ability and physical fitness to satisfactorily perform the work shall be the first Driver recalled.

ARTICLE 5 DRIVING ASSIGNMENTS

5.1 DEFINITIONS

5.11 General Run This is your bid AM pick-up and PM take-home run.

5.12 Midday Run. This is an assigned bid run that starts after school is in session between the time school starts and school ends.

5.13 Route. Driver's combination of runs that has been assigned on a regular basis.

5.14 Late Runs. A run consisting of a PM only, take-home that is regularly scheduled later than the normal school dismissal time.

5.15 Shuttle Runs. Any delivery of Students within the District shuttled immediately after school start time in AM and immediately before school start time in PM will be assigned to the senior Driver at that school at that time by AVAILABILITY BY SENIORITY.

5.16 Special Runs. Are any extra runs that go on a regular basis throughout the school year and will be put up for bid by the Employer.

5.17 Trips. Any trip within the State of Michigan and/or eight (8) hours or less driving time in length. Trips are requests that have been made by various administrators and organizations and a trip slip is issued.

5.18 **Extended Trip.** Any trip outside the State of Michigan or longer than eight (8) hours driving time in length. The Employer will as an operating procedure send two Drivers on each bus to Cedar Point unless there is an overnight stay. The Employer will send extra Drivers on other extended trips, as it deems necessary. Both Drivers will get driving rate while on the road.

5.2 REGULAR DRIVERS AS SUBSTITUTES

5.21 **Drivers as Substitutes.** Regular Drivers, who wish to substitute on midday, late, and special runs, may have their name placed on a sub list by seniority each semester. Substitutes will be called on a rotating basis, starting with the most senior, for runs that do not interfere with their scheduled route. A Driver assigned to sub on said run will sub on that run until the regular Driver returns. If the sub is unable to drive after taking the run because of jury duty, emergency illness, prior scheduled doctors appointment or other family emergency that would qualify as personal leave, the first sub may return as the sub Driver until the regular Driver returns. If the first sub does not drive for social, recreational or other employment outside the Transportation Department, the second sub may continue as the sub until the regular Driver returns.

5.22 **Special Education Substitutes.** Regular Drivers who wish to sub on a Special Education run when the Special Education Driver is off for any reason for at least two full days may have their name placed on a posted rotating Special Education sub list according to seniority. The run left without a Driver will be covered by a sub. Management must have knowledge of the Special Education Driver's absence at least the day before the absence. The regular Driver, as a sub, must agree to take the whole route and continue until the regular driver returns.

5.23 **General Run Substitutes.** Regular drivers who wish to sub on a General run when the general run driver is off for any reason for at least five (5) full days may have their name placed on a posted rotating regular driver sub list according to seniority. A sub driver will cover the run left without a driver only after being offered to all other regular drivers from the posted rotating sub list.

5.3 BIDDING

5.31 **Annual.** The Employer at the beginning of the school year will have until the annual Driver orientation day, but not earlier than one week prior to the start of school, to establish all bus runs. The regular Drivers will have the option to select the preferred route and midday, kindergarten, late or special runs according to seniority in the bargaining unit, starting with the most senior Driver. Each Driver will have a maximum of four (4) hours to select his/her route.

5.32 **Replacement.** All open runs occurring after annual bidding, including the approximate number of hours involved, will be posted for a period of three (3) work days and at the end of the posting the Driver with the highest seniority who bids for the job shall receive the run. If a driver is not notified of a posting when they are absent during the posting, they may have the option to have their name added to the list at the time of discovery.

A. Trial Period: Once the replacement run has been bid and assigned, there will be a five (5) work day trial period before the run becomes permanent, unless by mutual agreement the trial period is shorter. If during the trial period the Driver changes his/her mind and elects to withdraw his/her bid and return to his/her former run, the next most senior Driver to bid will be given the run, with the same trial period as herein-set-forth. The process shall

continue until the run is filled permanently. The run which is left open as a result of the Driver bidding into another run will be driven by the most eligible sub Driver. This said sub Driver now becomes a regular Driver with an unassigned run. The run which is now open as a result of a senior Driver bidding will be posted for bids and will be filled in the same manner as in paragraph 5.32.

- B. Ineligibility: Any Driver who bids and accepts the run and completes the trial period herein before set forth automatically becomes ineligible for bidding for another opening for ninety (90) calendar days. Except when the driver's bid has been eliminated or it is their first bid for that school year.

5.33 Run Changes. When a regular run accumulates a permanent time change of more than thirty (30) minutes per day from weekly run time or a special education run accumulates a permanent time change of one (1) hour per day from weekly run time at annual bidding, the Driver will notify the Supervisor and the Supervisor will notify the Association President. If the Driver does not notify the Supervisor, the Employer can not be held responsible for not re-bidding the run.

- A. Shortened Run: When the above run is changed after the annual bidding is over, resulting in loss of wages, the Driver affected will have the right to follow the normal bidding procedure for annual bidding and any Driver affected by the bidding may also follow the normal bidding procedure, etc., until all runs are assigned.
- B. Lengthened Runs: When the above run is changed after the annual bidding period is over, resulting in an increase of wages, the more senior Drivers who want to increase their wages, may bid on the run.

The Employer shall be open to suggestions for improving bus runs that Drivers may offer.

5.4 ASSIGNING OTHER RUNS

5.41 Midday, Kindergarten, Late & Special Runs

- A. Bidding: Because of the dismissal time at High School and Northeast Middle School, as many late buses as needed may be added to the regular runs that are done the earliest. Runs not scheduled for the entire school year will be noted on the posting for bidding. Runs not attached to a route will be bid by seniority as described in annual bidding; each Driver selecting no more than one extra run at a time through the seniority list. Management will go through the seniority list as many times as necessary to fill all runs or until all Drivers have rejected a run. Runs not selected by any Driver may be TEMPORARILY assigned by management until a Driver is available.
- B. Filling Vacancies In Runs Not Attached to Regular Routes: Should a Driver leave a run covered by 5.41 B permanently, the run will be re-bid by seniority. If a run is eliminated after the beginning of the school year, the least senior Driver will lose their run and the senior Driver whose run is eliminated may bid into any run held by a less senior Driver.
- C. Extra Run Absences: A Driver who has excessive absences from the midday, kindergarten, late or special run portion ONLY of their route, five (5) or more times in a quarter, for reasons other than a pre-approved absence, physician certified illness or injury will receive a written warning from the Supervisor. Continued absences will result in a further disciplinary action pursuant to section 2.28. Absences resulting from other

assigned work in the Transportation Department, such as a trip will not be counted under this provision.

- D. Once the Driver has established his/her run through the process described in sections 5.3 and 5.41A, the run becomes the Driver's assignment for the year. When a run ends, as posted, the Driver's whose run has ended may not bump a less senior Driver from their assigned run for that year, but may be eligible for the next open bid posted.

5.42 Summer Driving. Summer driving will commence with the beginning of summer programs and end with the end of summer programs. Driving shall include special education runs, regularly scheduled runs and trips sponsored solely by the Employer.

- A. Requests: Drivers requesting summer driving assignments shall sign their name on a roster posted on the bulletin board by May 25 prior to the summer they wish to ~~drive~~ work.
- B. Revolving Seniority: Summer assignments shall be assigned to Drivers requesting said assignments on a revolving seniority basis from the list furnished by the Association President (see posted summer driving list). Drivers who are asked to drive summer assignments will have the option of subbing for summer driving assignments. Drivers opting to sub for summer driving assignments retain their position on the revolving summer driving list (RSDL) and will be called first for substitute summer driving. Each summer route, greater than or equal to 4 hours per day and more than 6 weeks in length, will use two (2) Drivers, with the time being equally divided. One Driver will drive the first half and the other Driver the second half. Drivers who drove regularly scheduled daily runs or special education runs the previous summer shall be placed on the bottom of the revolving seniority list. Drivers who share a summer driving assignment will sub for each other on the shared route.
- C. Drivers who fall outside the summer driving/subbing window of opportunity (defined as the number of summer drivers plus those who were eligible for the assignment but declined regular driving to sub on a regular basis) will, on a rotating basis, be selected for all incidental summer work (i.e. sub driving, trips, cleaning bus stalls, routing work, etc.) Work that is covered under other district employment agreements will not fall under this section.

5.43 Training New Drivers. Any Driver who wishes to train new Drivers should submit their name on a roster provided by the Employer. The Employer shall have the right to assign a Driver from the roster to train new Drivers. The hours the trainer is paid for training new Drivers shall be added to his/her accumulation of trip hours.

Drivers who conduct training of new drivers for the district, will be eligible for meal reimbursements when the training of new drivers causes the trainer to miss regular schedule meal breaks. All meal reimbursement will need prior approval of the transportation supervisor.

5.44 Trips. The runs shall be paid on an hourly basis and assigned as follows:

A. Equal Hour: As nearly as possible, all trips will be assigned on an equal hour basis.

B. Driver Assignment

1. **Beginning of Year.** At the beginning of each school year, the equal hour list shall start by assigning the first trip to the most senior Driver and so on down the list. All trips from

then on will be assigned to the Driver with the least amount of trip hours, no matter where the Driver's name appears on the list.

2. **Charging Hours:** Drivers who refuse a trip for which they are eligible and have received twenty-four (24) hours notice prior to the trip shall have the refused hours added to their accumulated trip time. Drivers who are off for any reason when their name is up for a trip will have the hours charged on their trip time. When a Driver refuses a trip and a sub Driver takes it, the Driver will be charged only what they would be charged had they taken the trip.
 3. **Maintaining Income:** A Driver will have the option of refusing a trip while maintaining eligibility for the next trip available by not having the trip hours added on to his/her accumulated trip time, if accepting the trip would have resulted in a reduction of that day's income. If a Driver can make **30 minutes or more** on a trip, they have to take the trip or be charged with whatever hours the next Driver who takes the trip receives. However, if the Driver makes less than an hour additional on the trip, they will be paid for actual route time and charged for trip time beyond the regular route. Saturday and Sunday trips will be charged to the Driver with the lowest trip hours when all Drivers refuse a weekend trip.
 4. **Refused Trips:** Trips refused by all Drivers may be assigned to the Driver with the lowest trip hours qualified to take the trip. Drivers who accept a trip and then refuse it less than twenty-four (24) hours prior to the trip three (3) times in a school year will be ineligible for trips for sixty (60) days and will then be assigned the highest number of trip hours except in case of extreme family emergency, such as hospitalization or death in the family. Except as stated in the Maintaining Income section.
- C. **Tally of Hours:** All trip hours for which wages have been earned will be added to the Driver's tally of trip hours.
- D. **Notice of Trip Cancellation:** When a notice of cancellation is not given before a Driver arrives at work for a trip, the Driver shall receive payment of two (2) hour's wages for reporting to work when a trip has been cancelled. When notified less than twenty-four (24) hours prior to the beginning of the trip, the Driver has the option of turning down the trip, while maintaining eligibility for the next trip available by not having the trip hours added on to his/her accumulated trip time.
- E. **Substitute Drivers:** Drivers must have successfully completed two (2) years of driving experience to be eligible for a trip assignment unless all other Drivers have turned down the trip. A Driver with a regular route is eligible for extra trips after completing their probationary period. Any Driver being added to the trip time list during the year will be assigned the highest amount of hours of trip time of any seniority Driver.
- F. **Lay-Over:** Drivers may be requested to stay with equipment on all trips to assure the safety of the equipment so that vandalism does not occur. A reasonable amount of personal time will be given all Drivers on each trip.
- G. **Trip Slips:** Trip slips and directions to the destination shall be given for all trips when practical.
- H. **Emergency:** The Employer has the right to assign a Driver to a trip without going to the list in cases of extreme emergency without the missed Driver having recourse.

- I. Volunteering: Drivers will not volunteer to drive trips without pay.
- J. Trading: Drivers will not trade trips. They must take or pass trips as they come up on the equal hour list.
- K. Weekends: Drivers scheduled for Friday or Monday trips are ineligible for trips during that weekend, except drivers who return from a Friday trip by 2:00 p.m., notified the dispatcher and have low trip hours shall be eligible for weekend trips. If all Drivers who sign the trip are ineligible then the Driver with the lowest hours will get the trip.
- L. Extended Weekend: Scheduled days off attached to the weekend. Extended weekends are to be treated as weekends.

5.45 **Extended Trips.** Drivers who are assigned to extended trips shall be selected on an equal hour basis from the trip roster. The Employer retains the right to deny an extended trip to a Driver normally in line for the trip, if the Employer states a specific reason in writing to the Driver who has been denied the trip.

ARTICLE 6 LEAVES

6.1 **USAGE OF LEAVE TIME**

Drivers who violate the purpose to which the leave of absence was allowed will be subject to discharge. Drivers who do not report for work at the expiration of such leave of absence will be considered as having voluntarily quit. Drivers to whom a leave of absence has been granted shall not be entitled to return to the employment by the Employer, until expiration of such leave of absence, unless a route is available. A Driver on leave of absence, without pay, is considered to be on the inactive payroll and as such is not entitled to the benefits under the terms of this agreement.

6.2 **LEAVES WITHOUT PAY**

6.21 **Maternity Leave.** The Employer shall grant, upon request, a maternity leave, without pay, to a seniority Driver not to exceed one (1) year. The request must be made no less than ninety (90) calendar days prior to the commencement of the leave, except in the case of a medical emergency, as certified by a physician.

6.22 **Expediency Leave.** Drivers acquiring seven (7) traffic violation points or failing State competence and road tests may request a leave of absence, without pay, not to exceed one (1) calendar year.

6.23 **Disability Leave.** A Driver, because of illness or accident, which is non-compensable under Worker's Disability Compensation laws, who is physically unable to report for work, shall be given a leave of absence, without pay, after using his/her accumulated sick leave. The Driver shall provide the Employer with a statement from a medical doctor verifying the illness or disability. The leave of absence may be granted for up to one (1) year with the Driver having no loss of seniority.

6.24 **Family Leave.** The Superintendent may grant, upon request, a family leave of not less than one (1) week nor more than one (1) year. Family leaves shall be solely for reasons of family illness or family responsibility that requires the Employee's time and attention. Family leaves

shall not be for vacation, social, or recreational purposes. To prevent abuses, all family leaves, that are denied, shall be discussed with the grievance committee.

6.25 **Other Leaves.** Absences for reasons other than those listed in other sections of Article 6 of this Agreement may be granted by the Employer to an Employee. The Employer will not be required to grant "other leaves" to more than two (2) Employees on any day. The Employer will grant "other leaves" up to two (2) per day during April, May and June only to the extent that all the runs and trips scheduled can be served by Drivers ready and able to drive or subs can be hired.

6.3 LEAVES WITH PAY

6.31 **Sick Leave.** This is time, with pay, for assigned route that is scheduled for that day. Sick leave may be regular routes, kindergarten, and special runs that are scheduled five (5) days per week. Sick leave may be used for the Driver's personal illness or doctor's appointments that can not be scheduled outside of the workday. Sick leave is considered a form of disability insurance and is subject to the same verification practices. Up to 5 days per year may be used for the illness of immediate family members when the Driver's presence is required. Immediate family is spouse, mother, father, parent-in-law, child, grandchild, brother, or sister

A. Substitute Drivers: Substitute Drivers shall not be entitled to sick leave benefits.

B. Regular Drivers: All regular Drivers who have successfully completed the probationary period shall be credited with ten (10) sick leave days per year.

1. **Crediting:** Drivers shall be credited with sick leave days when school opens each year.

2. **Proration:** Should a Driver leave employment with the Employer during the year, sick leave he/she is entitled to will be prorated and any excess used over amount actually earned will be deducted from the Driver's last check.

3. **Accumulation:** Sick leave may accumulate to a maximum of 110 days.

C. Incentive: Drivers having perfect attendance for one quarter shall receive a bonus of \$4.00 per day for each day worked during the quarter. Funeral, jury, and court subpoena are not counted as absences.

6.32 **Personal Leave.** Drivers shall be credited with two (2) days leave with pay for legitimate business, professional or family obligations, i.e. spouse, children, or parent doctor's appointments, which cannot reasonably be scheduled outside of the regular work day. Situations such as family trips, reunions, parties and visiting relatives are not to be defined as family obligations. The above statement is by no means to be constructed as all-inclusive. Personal leave shall not be used for recreational, vacation, or other similar purposes. The Employer shall not be required to grant leave on any one day to more than one (1) Driver nor on any day immediately preceding or following a holiday for such Driver. Except in the case of an emergency, a request, in writing, for a personal leave shall be made not less than five (5) work days prior to the leave date requested. Personal leave will be paid for an assigned route scheduled for that day. Personal leave can accumulate to four (4) days and unused personal leave days will be added to sick leave accumulation up to the maximum number allowed.

6.33 **Funeral Leave.**

- A. Immediate Family: Spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent, or grandparent-in-law.
 - 1. Three (3) days funeral leave may be taken with pay. Two (2) additional days may be taken with pay to be deducted from sick leave.
- B. Other: An Employee wishing to attend the funeral of an extended relative or friend may take the time off with pay necessary to attend the funeral: to one-half (½) day for funeral within a 25 mile radius, not to exceed one (1) day for an out of town funeral. This time will be deducted from sick leave.

6.34 **Court Leave.**

- A. **Jury Leave.** Any Driver who is summoned for jury duty as prescribed by applicable law shall be compensated by the Employer for the difference between daily wages earned as a jury member and daily wages earned as a Driver, if the jury pay is less than the driving pay including any trip the Driver is scheduled to take that day.
- B. **Subpoenaed.** The Employee shall suffer no loss of income when subpoenaed to appear in court in conjunction with duties as a school Employee. The Employee may also be absent from the work station without loss of pay for the time necessary to appear in court when subpoenaed in civil or criminal proceedings, not to exceed one (1) day per incident.

ARTICLE 7 RESIGNATION

A Driver who wishes to resign shall file a written notice of resignation with the Employer at a reasonable time prior to the time the resignation is to become effective, except in those cases in which extenuating circumstances may require a shorter period of such notice.

ARTICLE 8 SCHOOL RIGHTS

8.1 MANAGEMENT

The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to execute management and administrative control of the school system. The Employer has the right to maintain order and efficiency, to hire, to direct the work force, and to require Employees to observe rules and regulations. Management has the right to utilize drivers with time on the clock to drive an assignment before the assignment becomes a bid.

The exercising of these powers, rights, authorities, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it shall deem necessary shall, however, be limited by the terms of this Agreement and by existing laws.

8.2 MEDICAL EXAMINATIONS

The Employer may require Drivers to receive a physical and/or mental examination annually by a physician of the Employer's choice and shall be paid for by the Employer. An examination may also be required to determine the existence of any condition which may impair the ability of the Driver to properly discharge his/her duties, or which might be detrimental to the health and safety of the students and other persons.

8.3 EVALUATION

Evaluation of the Employees is a way to formally recognize Employees for faithful and quality service and to improve performance. It also assists in assuring the public that equipment is being operated in a reasonable and safe manner. It is desirable for the Employee and Employer to work together in a cooperative effort to develop a fair and positive evaluation process

8.4 MANDATORY MEETINGS

The District shall have the right to require drivers' attendance at mandatory meetings/orientation sessions prior to and throughout the school year. Unexcused absences and tardiness from mandatory meetings will result in disciplinary action under section 2.28.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 GRIEVANCE DEFINED

A grievance within the meaning of Agreement shall be any difference of opinion, controversy, or dispute arising out of the interpretation or application of the Agreement.

9.2 INFORMAL SETTLEMENT

A Driver or a group of Drivers who believe that they have a grievance shall first discuss the matter with the immediate supervisor personally accompanied by an Association representative within five (5) working days after the discovery of the event upon which the complaint is based. It shall be the objective of both parties to resolve the matter in this informal manner.

9.3 APPLICATION

A party or Driver having a complaint not settled informally may file a written complaint with the Association Grievance Committee. The Grievance Committee shall decide on behalf of the Driver whether the complaint is a grievance under the terms of this Agreement. In the event the Grievance Committee considers the complaint a grievance, the Grievance Committee may forward the grievance to Step 1 of the Grievance Procedure. Nothing within this Agreement shall be construed to prevent any individual Driver from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement or if it does not involve another member of the Association.

9.4 STEPS IN THE GRIEVANCE PROCEDURE

Step 1. To be processed hereunder, a grievance must be reduced to writing, state the facts, when they occurred, specify the section of the Agreement which has allegedly been violated, specify the relief sought, must be signed by the Driver who is filing the grievance, and must be presented to his/her supervisor within five (5) working days after the discovery of the occurrence or the event

upon which it is based. The Driver's supervisor shall give a written answer to the aggrieved Driver within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the Driver of the Association shall so indicate in writing, giving one copy of the settled grievance to the Driver's supervisor.

Step 2. If the decision of the supervisor is unacceptable to the Grievance Committee, the Grievance Committee may forward the grievance to the Superintendent or his representative, provided the grievance is presented to the Superintendent in writing within five (5) working days following the supervisor's decision. The Superintendent or his representative shall give his decision in writing over his signature within five (5) working days following presentation of the grievance by the Grievance Committee.

Step 3. If the decision of the Superintendent or his representative is unacceptable to the Grievance Committee, the Grievance Committee has the right to request a meeting with the Superintendent or his representative within five (5) working days of the Superintendent's decision to present the facts upon which the grievance is based, remedy or correction that is requested, and the sections of the Agreement that have been violated. Such a meeting shall be held within five (5) working days from the date of the request. The Superintendent's written decision must be delivered to the Grievance Committee within five (5) working days following the meeting with the Superintendent.

Step 4. If the written reply is not satisfactory, the aggrieved party may request mediation by the State Mediation Service, provided that such request is made within five (5) working days from receipt of the reply. If the parties are unable to reach an amicable settlement of the grievance by mediation, the parties have five (5) working days to request a grievance hearing before the School Board's personnel committee. The personnel committee will meet within five (5) working days of the request to hear both parties and will forward a recommendation to the full School Board. The full School Board will meet at their next regularly scheduled board meeting and act upon the personnel committee's recommendation. The School Board meeting will comply with all state and federal laws. The action of the Board of Education shall constitute the final disposition of the grievance.

9.5 PROCEDURES

- 9.51 **Association Limits.** Grievances that are not appealed by the Grievance Committee within the time limits specified in each step of the Grievance Procedure shall be considered settled on the basis of the decision last rendered; unless the time limit is extended by mutual agreement in writing by the parties involved.
- 9.52 **Employer Limits.** If the Employer fails to give an answer within any time limit specified in the Grievance Procedure (unless such time limit is extended by mutual agreement in writing) the Grievance Committee may submit the grievance on the next step.
- 9.53 **Cost of Process.** The Grievance Committee and the Employer will be required to pay all of their own expenses involved in processing a grievance, except that in Step 4, both parties will share equally all costs submitted by the mediators in connection with the grievance, unless the mediator rules otherwise.
- 9.54 **Double Jeopardy.** The provisions of the Grievance Procedure shall not apply to any event, decision, interpretation, or application of this Agreement for which recourse is being sought through some other Court, Board, or Commission.

9.6 SCHEDULED MEETINGS

The Grievance Committee representing the Association and the Employer shall meet whenever the Employer or the Association requests a meeting to discuss items of mutual concern.

9.7 WORKING DAYS

Working days are student attendance days or shall be Monday through Friday during summer vacation. This pertains to Article 9 only.

ARTICLE 10 SCOPE, WAIVER & ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by a Driver or group of Drivers with the Employer unless the same has been ratified by the Association and executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 11 TERMINATION, CHANGE OR AMENDMENT

This Agreement shall be effective as of July 1, 2005, and shall remain in full force and effect until June 30, 2008 (except as herein otherwise provided) and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least ninety (90) days prior to June 30, 2008 or of any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. If no such notice is given, then all the provisions of this Agreement shall be automatically renewed for an additional year.

FOR THE COMSTOCK SCHOOL
BUS DRIVERS' ASSOCIATION:

Kimberly K. Johnson
Rebecca Terry
Michelle Brown
Deanna Nicks
Debra Hunter

FOR THE BOARD OF EDUCATION:

Stacy S. Goldner

FOR THE ADMINISTRATION:

Todd Moran