

MASTER AGREEMENT
BETWEEN
READING COMMUNITY SCHOOLS
AND
READING COMMUNITY SCHOOLS
BUS DRIVERS ASSOCIATION
July 1, 2018 – June 30, 2019

ARTICLE 1

RECOGNITION

(1) Purpose

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the performance of the services operated by the Employer under the methods which will further economy and efficiency of operation, protection and safety of students, and avoidance of interruptions to service. The parties to this Agreement will cooperate to secure the advancement and achievement of these purposes and will promote orderly and peaceful labor relations.

(2) Recognition

Pursuant to and in accordance with the MERC regulations, Reading Community Schools does hereby recognize the Association as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours, and other terms and conditions of employment for all employees of the School included in the bargaining unit described as all regularly employed school bus drivers excluding substitute bus drivers, supervisors (as defined by the Act) and all other employees.

(3) Identification of Parties

The word "employee" as used in this Agreement shall mean any member of the bargaining unit as defined in subparagraph (2) of this Article. The word "Association" shall refer to the Reading Community Schools' Bus Drivers' Association. The word "Employer" shall refer to the Reading Community Schools, acting through its Board of Education and administration.

ARTICLE 2

EMPLOYER RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of the action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation the right to:

- (1) Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.

- (2) Determine the number of shifts, hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to plan, establish, alter, modify, change or discontinue any work, business hours, days or transportation routes or time schedules.
- (3) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees subject to the terms of the Agreement, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees, consistent with the other terms of this Agreement.
- (4) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or change therein.
- (5) Adopt rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
- (6) Determine the qualifications of employees, including physical and/or mental fitness and conditions.
- (7) Determine the placement or distribution of work, and the source of materials and supplies.
- (8) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- (9) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
- (10) Determine the selection, testing, or training of employees, providing that such selection shall be based upon the lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education and the

transportation of children in connection therewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provision of this Agreement.

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS

(1) Release of Information

Upon written request from the Association, the Employer agrees to furnish the Association, within a reasonable period of time, such information as may be reasonably necessary for the negotiation or administration of the Collective Bargaining Agreement.

(2) Association Representation

- (a) For the purpose of representation, the School agrees to recognize an Association Committee consisting of two (2) employees of the bargaining unit selected in such a manner as the Association shall determine.
- (b) Committee members who are engaged in meetings with representatives of the School which are scheduled during working time, shall be released from work without loss of pay to participate in such meetings.
- (c) The Association shall advise the Employer in writing, of the names of the (2) representatives within ten (10) days of their election or appointment. Such notice shall remain in effect until superseded by a new written notice. The Employer shall not be required to recognize or deal with any employee as a representative of the Association other than those designated in the manner described above.

(3) Association Cooperation

The Association agrees that it 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, slowdown, strike or other interference with the day-to-day operations of the employer. The Employer agrees that there shall be no lockouts of employees as a method of dispute resolution.

(4) Personnel File

The employer shall establish an official personnel file to be maintained for each employee. An employee shall have the right to review the contents of their personal file, a written form will be requested to acknowledge their visit. A representative of the Association may accompany the employee at the request of the employee. Any privileged or legally exempt information, (such

as credentials and references normally sought at the time of employment) shall be specifically exempt from review. The file shall be reviewed in the presence of a representative of the Employer.

ARTICLE 4
WORK SCHEDULING, ASSIGNMENTS AND VACANCIES

(1) Definitions

- (A) "Qualified" means an Employee who meets all of the following criteria at the time of assignment.
- (1) Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.
 - (2) Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeur's license, the appropriate CDL/group vehicle designation, and a passenger vehicle endorsement.
 - (3) Has successfully completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.
 - (4) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties.
 - (5) Has not been convicted of any offense specified in Sec. 53(4) of the Pupil Transportation Act.
 - (6) Has demonstrated capacity to safely and successfully provide bus service to the students.
- (B) "Regular Driver" means a qualified driver who is assigned to one or more regularly scheduled runs, or a Vocational Education run.
- (C) "Regular Run" means a transportation route, established by the Employer, for transporting students to and from their residences in connection with regularly conducted academic programming within the School District.
- (D) "Extra Trip" or "Extra Run" means any school related or extracurricular activity involving the transportation of pupils which is not otherwise defined as a run in this Article.
- (E) "Run Time" for regular runs means the elapsed time between departure from the bus parking area and returning to the same. It is agreed that as part of a run or "run time" drivers are also responsible for any pre-trip or post-trip checks required by the

Employer. A minimum of fifteen (15) minutes for pre-trip and fifteen (15) minutes for post-trip is expected.

(F) "Vocational Education Run" means a transportation route, established by the Employer, for the transport of children to vocational or other education facilities or programming outside the District.

(2) Work Year

Bus drivers are expected to report for their regular driving assignments of routing daily transportation of students according to the master scheduled school calendar of the school district. Drivers shall be expected to be in attendance at the pre-orientation meeting for a new school year and mapping and setup of routes meeting unless otherwise notified.

All drivers must notify the school district of their intent to return for the beginning of the school year in writing by June 30.

(3) Hours of Work

A. The regularly scheduled work week shall be Monday through Friday.

B. All bus drivers shall complete time slips which shall be approved by the transportation supervisor before forwarding to the payroll department five business days prior to payroll date.

(4) Working Conditions

a. Regular drivers will be responsible for the cleanliness of the interior of their assigned bus. It is also the responsibility of the driver to keep the lights on the school bus clean so they do not create a safety hazard. Furthermore, regular drivers will wash their bus exterior at least one time per week.

(5) Report Pay

In the event an employee reports for work on his/her regular shift or a scheduled trip, without having been previously notified not to report, he/she shall be paid ten dollars (\$10.00) for a weekday cancellation and twenty (\$20.00) for a non-school day cancellation. An employee shall not be given report pay when the employee is notified at home prior to the time of departure.

(6) Route Designation

The Employer shall have the right to establish, modify, or eliminate bus routes. Routes shall be classified as follows:

<u>Route Designation</u>	<u>Paid Run Time</u>
Regular Run	2.00 hours (each)
Vocational Run – BACC	4 hours (each)
Vocational Run – Hillsdale CC	4 hours (each)

(7) Job Bidding

All permanent vacancies and new runs shall be posted within three (3) working days on the bus drivers' bulletin board at the school bus garage. Postings shall include run description and the estimated time of run. Employees wishing to bid shall do so during the three (3) day period. The senior employee shall be awarded the bid provided he/she meets the necessary qualifications of the position. Job postings shall be filled within five (5) days after the bidding time has elapsed.

(8) Vacancies

(1) A "vacant" route shall be defined as a newly created permanent route or as an opening in a regular bus run, kindergarten run, or vocational education run which occurs due to the death, retirement, resignation or other permanent separation of the driver assigned to the run.

(9) Temporary Vacancies

When a temporary opening occurs in a route, of two (2) weeks or longer duration, the most senior qualified and available driver shall be offered an opportunity to take the route of the absent driver if there is a greater opportunity for earnings. If that driver declines the temporary assignment, it shall be offered to the most senior qualified driver desiring the assignment. The position of the latter driver shall be filled by a substitute for the duration of the temporary vacancy.

(10) Elimination of a Bus Run

Whenever it is determined that it is necessary to eliminate the vocational run, a kindergarten run or a regular run, the affected driver(s) may utilize their seniority to displace a less senior driver. Driver(s) thus displaced have the same rights if there is an opportunity available. Should the eliminated run be reinstated and the displaced driver accepts that position back, all drivers affected by the original elimination will have the opportunity to return to their original

runs prior to the displacement. If the elimination and displacement results in no job availability for a driver, their situation will be dealt with in accordance to Article 9 Layoff and Recall.

(11)Extra Trips

- (A) No less than a 120 hour advance notice shall be provided for extra trip assignments. When the 120 hour notice is not provided, but a need for a driver by the school district is still present, acceptance of this run is voluntary and refusals will not be charged against the driver who declines the run. The rotation order of the extra trip board is not affected by this type of emergency situation. The exception to this notice is unexpected athletic event trips which will require 24 hour notice.
 - (1) Once a trip has been assigned to the eligible driver, it becomes that driver's responsibility to find a replacement in the event he/she cannot drive the assigned run. If regular drivers are unable to fill this replacement need from the rotation trip board, substitute drivers may be called. If no replacement driver can be found, the assigned driver must assume the responsibility for that assigned trip. If an employee accepts a run off the rotation trip board, he/she then assumes the responsibility for that assigned trip.
- (B) Extra trip rotation shall be by seniority, with the most senior driver (of the week) having first choice of opportunity from the available extra trip(s) for the week. The remaining driver(s) will be at the top of the rotation for the next available trip(s).
- (C) Extra trips that are postponed will be re-assigned in accordance with the extra trip board. The driver will not forfeit his/her position on the extra trip board rotation.
- (D) All drivers when scheduled to work as a driver on extra trips after school hours are expected to take a trip packet for emergency situations. The trip packet shall contain keys for access to the bus garage, instructions for handling emergency situations, and telephone numbers to be used. Maps and other printed documents will be available and will be the responsibility of the driver to select the appropriate needed materials.
- (E) If extra trips are taken in place of a regular run, the school system shall absorb the cost of the substitute driver(s). Regular drivers are to be paid for no more than one regular run. If a career center run is missed, the driver will be reimbursed for the time of their career center run plus the extra time worked above and beyond their run.
- (F) When required to pay admission to an athletic event or activity associated with the trip, the driver will be reimbursed the price of the same.

(12)Weather Cancellations

When weather conditions cause hazardous driving conditions, drivers will be notified of when to commence their routes or any cancellations. Drivers will be paid a minimum of one day less than scheduled student days or the amount of the days they have driven whichever is greatest.

Any days above one less days than scheduled student days will be paid in a separate payroll check in June.

ARTICLE 5

EMPLOYEE DISCIPLINE

(1) Disciplinary Action

(a) Probationary Employee

A newly hired employee shall be on probationary status for ninety (90) work days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, the employee's work performance is regarded as unsatisfactory by the Employer, the employee may be dismissed without appeal. Probationary employees who are absent on scheduled work day(s) shall work additional day(s) equal to the number of day(s) absent, and such employees shall have not completed their probationary period until these additional day(s) have been worked.

(b) Seniority Employees

Any seniority employee who shall fail to maintain proper standards of conduct or to discharge his responsibilities shall be subject to such disciplinary action as the Employer shall determine, consistent with the provisions of this Agreement.

1. In the event that the employer feels that disciplinary procedures in regards to an employee's performance are necessary, the employee shall have the right to have a representative of the association present at the meeting where disciplinary action may take place. Upon the request for such representation, the action shall be delayed up to maximum of forty eight (48) hours to allow the representative to be present, and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and other pending the holding of the meeting.

After completion of the probationary period, no seniority employee shall be disciplined without just cause.

2. At the meeting where discipline is issued, the employee shall be advised in writing as to the specific reason(s) for which disciplinary action is being taken.
3. The Association shall be notified in writing of the fact that an employee has been suspended or dismissed by the Employer. This provision will be satisfied by the Employer divulging the name of the involved employee, that he/she has been suspended or dismissed, and the effective date of the disciplinary action.

4. The Employer recognizes the merit of a policy of progressive discipline, which includes verbal warning, written warning, reprimand, suspension with pay and suspension without pay, with discharge as a last resort. Any disciplinary action taken shall be appropriate to the behavior which led to the discipline, recognizing that extreme infractions may result in immediate action which may bypass the earlier steps of the progression.
5. The district shall maintain only one personnel file for each driver. Each driver shall have the right to review the contents of his/her personnel file, and the right to be accompanied by an association representative when reviewing his/her file. A driver may submit a written response to any material in his/her file, the response to be attached to the relevant filed material.

ARTICLE 6

GRIEVANCE PROCEDURE

(1) Objectives

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation or application of this Agreement which has not been first resolved through the use of normal administrative procedures.

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Association shall designate a grievance committee and a chairperson thereof which shall be given the power to act for and on behalf of the Association in the settlement of grievances. Upon designation or any subsequent changes, the foregoing committee and chairman of the school shall be informed in writing. The handling of grievances may be done on school property but not during the normal working hours of the employees.
- C. The term "days" shall mean workdays.
- D. Written grievances, as required herein, shall contain the following:
 1. It shall be signed by the grievant or grievants and the Association Chairperson.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the specific section or subsections of this contract that are alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

7. The following subjects shall not constitute the basis for any grievance and are hereby excluded from any consideration under the Grievance Procedure and shall not be processed:

(a) The termination of any probationary employee;

(b) The content of any performance evaluation, unless it involves discipline.

- E. Level 1 – An employee having a grievance may discuss the same with his/her immediate supervisor by himself/herself or with the Association Chairperson within two (2) days of the alleged violation in an attempt to resolve same. Within three (3) days of the discussion, the supervisor shall give his/her verbal answer to the grievance. In the event the Association is not present during the discussion, it shall be informed by the supervisor of the supervisor's disposition of the grievance. In the event the grievance is not satisfactorily resolved at Level 1, the Association may proceed to Level 2 by reducing the grievance to writing in accordance with Paragraph D within three (3) days of the verbal disposition and filing same with the employee's immediate supervisor. The Association Chairperson's signature must be on all written grievances.

Level 2 – Within three (3) days of filing the written grievance, the immediate supervisor shall hold a meeting with the grievant and the Association committee to discuss the grievances. Within two (2) days of the discussion, the immediate supervisor shall answer the grievance in writing, stating whether the grievance is granted or denied along with the reasons therefore.

Level 3 – In the event the Association is not satisfied with the disposition of the grievance at Level 2, the Superintendent will hold a meeting with the Association Committee to discuss the grievance. The meeting will take place as soon as possible after the grievance is received by the Superintendent, subject to the schedules of the parties involved.

The Superintendent will provide the Association with a written answer to the grievance within five (5) days of the Level 3 meeting. If the Association is not satisfied with the Superintendent's answer, it may proceed to Level 3 by filing the grievance and all written

responses along with the written reasons of rejection by the Association with the Superintendent or his/her designee within two (2) days of the answer at Level 2.

Level 4 – In the event that the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools or his/her designee, the Association may, in his/her sole discretion, appeal the same to the Board of Education by filing a copy of the written grievance and answer by the Superintendent along with the reasons for rejecting the Superintendent's disposal of the grievance with the Secretary of the Board of Education not less than seven (7) days prior to the next regularly scheduled board meeting. Upon receipt of the grievance by the Board of Education, the Board shall, within one (1) month, schedule a private hearing on the grievance with the full Board of Education or a committee designated by the Board of Education to hear the grievance and, upon the conclusion, shall render its written decision concerning the grievance with a copy being transmitted to the Superintendent of Schools, and the Association. The Association shall have the right to have its committee and district representative present during the hearing along with the grievant.

Level 5 – If the grievance is not satisfactorily resolved at Level 4, the Association may, within fifteen (15) days of the date of the decision at Level 4, submit the grievance for binding arbitration to the American Arbitration Association in writing, with a copy to the Board. The rules of A.A.A. shall govern the selection of the arbitrator. Should an employee or the association fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should an employee or the Association fail to appeal a decision within the time limits specified, all further proceedings shall be barred. Time limits, as specified herein, may only be mutually extended, and then, only in writing by both parties.

- F. The arbitrator shall render a decision based upon the interpretation of the provisions of this Agreement and shall have no jurisdiction to add to, subtract from, change, modify, or alter any of the terms of this Agreement, or any written amendments thereof, or to specify or impose any new terms upon the parties, or to substitute his/her discretion for that of any of the parties to this Agreement. Furthermore, the arbitrator shall have no jurisdiction to rule upon the termination of any probationary employee, the content of any performance evaluation unless it involves discipline. The Decision of the arbitrator is made within the scope of his/her authority under the terms of this Agreement.
- G. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his designated representative within forty-eight (48) hours of the date of discharge. The grievance shall be processed thereafter according to the subsequent Steps of the Grievance Procedure.

If the grievance is sustained and the remedy sought by the Association is awarded in full, the employer shall pay the fees and expenses in full.

If the grievance is neither sustained in full, nor denied in full, the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

ARTICLE 7

COMPENSATION

(1) Compensation and Fringe Benefits

The basic compensation schedules for employees covered by this Agreement and provisions for fringe benefits shall be as set forth in Schedules "A" and "B" respectively, which Schedules are attached to and incorporated in this Agreement.

(2) Step Progression

Probationary employees shall be placed on Step 1 of the contracted wage scale. Upon successful completion of the probationary period, the employee will advance a step after each year of employment from their original date of hire.

(3) Payroll Period

Bargaining unit members will normally be paid semi-monthly during their regular employment period (i.e., twenty (20) substantially equal semi-monthly installments.) By written election delivered to the Superintendent's office no later than twenty-one (21) calendar days prior to the first scheduled work day of the school year, the bargaining unit member may choose instead to be paid over twenty-four (24) substantially equal semi-monthly installments. Once made, this election shall be irrevocable for that school year.

If a bargaining unit member separates from employment, his/her final check shall be reconciled to reflect compensation for actual time worked during the school year. Any additional amounts owed to the separating employee shall be promptly disbursed to him/her. Any pay adjustment owing to the Employer shall be deducted from the employee's final check, with any amounts in excess thereof to be recovered by the Employer in the manner permitted by law.

(4) Deductions

The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law or by this Agreement, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

(5) District policy provides that all new employees receive compensation via direct deposit.

ARTICLE 8

SENIORITY

(1) Probationary Period

A new employee employed as a regular driver shall be in a probationary status for the interval specified in Article 5 (1)(a) of this Agreement. There shall be no seniority for probationary employees, and laid off, suspended, or discharged probationary employees shall have no recourse to the terms of this Agreement.

(2) Seniority Defined

Upon satisfactory completion of the probationary period, seniority shall be measured from the original date of hire. A break in employment of not more than twenty-four (24) calendar months by reason of lay-off, or an authorized unpaid leave of absence shall not cause a loss of seniority, and seniority shall continue to accrue during such intervals as unpaid leave.

(3) Seniority Classification

The sole seniority classification recognized under this Agreement shall be Bus Driver.

(4) Seniority Lists

The Employer shall prepare and maintain a single seniority list, copies of which shall be furnished to the Association within thirty (30) days after the execution of this Agreement and annually thereafter, except that a seniority list shall be updated and the Association informed when a probationary employee satisfactorily completes the probationary period. The Association shall notify the Employer after receipt thereof of any error.

The names of all employees electing to join the bargaining unit at the time of the preparation of the seniority lists shall be listed in order of their service dates starting with the employee with the greatest amount of seniority at the top of each such list.

(5) Loss of Seniority

Seniority shall be lost for the following reasons:

(A) The employee quits (including, by not limited to, situations where a settlement has been made with the employee for separation.)

(B) The employee retires.

(C) The employee is discharged for just cause (and not reinstated through procedures set forth in this Agreement.)

- (D) The employee fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall have otherwise expressly agreed in writing.
- (E) The employee is absent, without good cause shown, for two (2) consecutive work days without notifying the Employer, in which case the employee shall be considered a voluntary quit.
- (F) The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding two calendar years.
- (G) The employee fails to return to work within five (5) working days after issuance of a notice of recall to the last known address of the employee as shown on the Employer's records. It shall be the responsibility of the employee to provide the employer with a current address.

(6) Effect of Provisions

The enumeration of the above conditions for automatic loss of seniority (and separation from employment) shall not be regarded or construed as limiting the Employer's right to discipline, the exercise of such right being subject to any express restrictions negotiated as part of this Agreement.

ARTICLE 9

LAYOFF AND RECALL

- (1) "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual bargaining unit members and/or through a reduction in the hours assigned to positions with the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Bargaining unit members shall receive ten (1) work days notice of layoff, except in case of emergency.

The Employer shall notify and consult with the Association prior to any anticipated layoff.

- (2) "Seniority" shall be applicable as a factor along with certification and qualification in layoffs and recalls. Probationary employees shall be laid off first.

(A) "Seniority" shall be defined in Article 8 of this Agreement.

(B) "Certification" shall be defined as possession of a valid license, vehicle group designation and endorsement appropriate for the assignment.

(C) "Qualifications" shall include those criteria identified in Article 4 (1) (A) of this Agreement.

- (3) When the Employer determines to institute a layoff, employees shall be reduced in order of least seniority, provided that there are remaining employees who possess the certification and qualifications required to perform the assignments vacated by the laid off employee(s).
- (4) The Employer shall recall employees from layoff according to seniority, provided that the recalled employee is certified and qualified (at the time of recall) to perform the available work. The obligation of the Employer to recall a laid off employee shall terminate twenty-four (24) months following lay off.
- (5) Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the Employer's records. It shall be the bargaining unit member's responsibility to keep the Employer notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to the supervisor. A recalled employee shall be given five (5) work days from award of a vacancy to report to work. The Employer may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. A bargaining unit member who declines recall to perform work for which he/she is certified and qualified to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall have no contractual entitlement to recall or re-employment.
- (6) Drivers who are on layoff status may perform as a substitute driver if active drivers are not available for substitute duties. It is expressly understood that an active driver shall be responsible for their regularly scheduled run. They will be eligible for substitute duties only if they are not scheduled on a regular assignment when the substitute need occurs.

ARTICLE 10

AUTHORIZED ABSENCE

(1) Sick Leave (paid)

(A) Each bargaining unit member will accumulate sick leave at the rate of ten (10) days per fiscal year (July 1 – June 30).

(1) Drivers may only be absent 10 times per run without administrative approval.

(2) Drivers will receive one day per month on the last day of August, September, October, November, January, February, March and April, and two days at the end of December.

(B) Unused sick leave shall be accumulative to a maximum of one hundred ten (110) days.

At the time of retirement, a bargaining unit employee with ten (10) years of service with the school shall be eligible for terminal pay of \$15.00 for each accumulated unused sick day up to the first seventy (70) days.

Days accumulated from 71 to 90 days will be paid at a rate of \$20.00 per day and from 91 days through 110 days will be paid \$25.00 per day.

(1) Drivers may at the end of each year, be paid \$15.00 for the remainder of unused sick days for that operational year. If this option is chosen, no days would be applied to their accumulated sick day account for that year.

(C) The Employer reserves the right to require a physician's statement upon return from absence due to illness or injury requiring hospitalization and/or under a doctor's care.

In the event that a bus driver is abusing sick leave privileges, disciplinary action will be invoked.

(D) Bargaining unit members may utilize sick leave for the following reasons:

1. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by worker's compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy.
2. Any communicable diseases which would be hazardous to the health of students, employees, or other persons using the facilities or services of the Employer.
3. Medical, dental, or health care which cannot be deferred and which cannot be scheduled outside of the employee's scheduled work time.
4. Serious illness in the immediate family (defined as: spouse, child, parent, parent-in-law, grandparent, or any dependent of the employee's immediate household (residence) limited to three (3) days per year. The School may authorize the use of additional days on a case by case basis.
5. In order to be eligible for payment of sick leave, a bargaining unit member must notify the Transportation Supervisor of the absence as soon as practical but not later than 5:30 a.m., for regularly scheduled morning runs, and at least one (1) hour prior to the start of any other run. Within twenty-four (24) hours of returning to work, the bargaining unit employee shall complete and sign the form provided by the School for recording use of sick leave.
6. The Employer may require that an employee utilizing sick leave procure a doctor's certification of illness or disability for the day(s) absent beyond five (5) consecutive work

days. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and for disciplinary action in cases where abuse or misuse of leave is established.

(2) Sick Leave (Unpaid)

A leave of absence of up to two (2) years shall be granted to any employee who has completed the probationary period, and due to a personal illness or injury, including pregnancy, has exhausted all paid sick leave, to allow them to recover and return to work.

The employee shall give the Superintendent five (5) days notice that their health permits them to return to work. A statement from a physician may be required to verify the employee's fitness for work.

(3) Leave of Absence

An employee may request, and upon approval of the Superintendent, be granted a leave of absence without pay not to exceed one (1) year, subject to renewal, for:

(A) Serving in any elected or appointed position, public or private;

(B) Child care leave;

(C) Prolonged illness in immediate family;

(D) Educational leave;

(E) Military leave;

(F) "To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Employer shall likewise enjoy and reserve all rights afforded to it by that law, whether or not those rights are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including employer and eligible employee rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency."

(G) Other

Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

Application for return from leave shall be filed with the Superintendent not later than five (5) days prior to the expiration of the leave.

Requests for extension must be submitted in writing ten (10) days prior to the expiration of the leave.

(4) Emergency/Personal Business Leave (Paid)

All employees shall be entitled to a maximum of two (2) personal business days per year. Personal business days can be used for those situations which require the employee's presence during working hours and are of such nature that they cannot be attended to at a more convenient time.

In order to be eligible for payment of personal business days, the employee must notify the Transportation Supervisor of the absence as soon as practical but not later than two (2) work days in advance, except in the case of emergency.

Within twenty-four (24) hours of return to work, the employee shall complete and sign the form provided by the school for recording the use of personal business days.

Such days shall not be taken immediately before or after a school holiday, vacation or recess period, except in the event of an emergency, with the school's approval.

Not more than two requests for personal leave will be granted at any one time without the express prior approval of the Transportation Supervisor.

(5) Jury Duty or Court Appearance Leave (Paid)

(A) An employee who is summoned and reports for jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the employer on that day (excluding any extra runs) and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

This payment provision shall also apply when the employee is subpoenaed as a witness in a judicial or administrative hearing, so long as the employee and/or the Association are not adverse parties to the Employer in that judicial or administrative proceeding.

(B) In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he reported for or performed such acts on the days for which he claims payment.

(6) Bereavement Leave (Paid/Unpaid)

(A) Three (3) paid leave days shall be provided to an employee in the event of a death in the employee's immediate family (defined as: spouse, child, mother, father, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law,

sister-in-law.) Two additional days may be taken, if needed, with such time to be deducted from the employee's sick leave.

(7) Leave Administration

Any leave rights or benefits under this Article shall not be available to probationary employees as defined in this Agreement until ninety (90) days of work have been performed. In extenuating circumstances (e.g. bereavement, jury duty, serious personal illness or injury) the School may grant probationary employees unpaid leave time.

Time spent on unpaid leaves shall not count as time worked for any purpose under this Agreement, with the exception of seniority rights as provided in Article 8.

Upon termination of a leave under this Article, the employee shall be returned to the job held prior to the commencement of the leave, if still in existence. Drivers returning to work when the job held prior to the commencement of leave is no longer in existence, shall be entitled to use his/her seniority to displace any less senior driver.

ARTICLE 11

EMPLOYEE EVALUATION

Evaluation of Employee Performance

Regular employees shall be subject to evaluations by their Supervisor, Building Principal, and/or Superintendent no less than once annually. Evaluations may be performed more often if deemed necessary. Probationary employees shall be subject to a minimum of two (2) evaluations during their probationary period. All completed evaluations shall be presented to the employee in writing. An opportunity to discuss the evaluation with the Supervisor shall be provided within ten (10) days of the completion of the evaluation.

Unsatisfactory job performance will be brought to the employee's attention immediately. Desired improvements or performance levels and methods for the employee to achieve these desired standards will be made available to the employee in writing. Continuous job performance resulting in unsatisfactory evaluation may be cause for disciplinary action, suspension, and/or discharge from employment.

ARTICLE 12

MISCELLANEOUS

A. Jackets to be provided by the school once every two years for each driver. Jackets will be in school colors and are subject to approval by the employer. School will order the jackets after consultation with the business committee. Drivers shall be responsible for maintaining these jackets in good and clean repair. New employees are not entitled to a jacket in the event that one year or less is left in the two year cycle or until their probationary period is successfully completed.

- B. CDL and Air Brake Endorsement, when necessary, licensing paid for by the district.
- C. Physical Examination – Each bus driver shall, when required, be given a physical examination at a time, on a date, and by a doctor to be determined by employer. The Board shall pay the total cost of such examination.
- D. Training School – Required attendance at training sessions for drivers will be reimbursed at \$25.00 per day plus meal costs.
- E. Summer School Drivers are to be paid regular run rate.

ARTICLE 13

COMPLETE AGREEMENT

This agreement constitutes the sole, entire and complete agreement between the Employer and the Association during its term and cancels and supersedes any other practices, arrangements, or understandings which existed before the date of this Agreement and shall be the sole source of contractual rights that may be asserted by either party during its term. No agreement or understanding contrary to the terms of this Agreement nor any amendment or conditions of employment shall be binding upon the Employer or the Association, unless such agreement, understanding, amendment, alteration, variation, modification or waiver is reduced to writing and signed by the authorized representatives of the Employer and the Association as either an amendment to this Agreement or a Letter of Understanding executed by both parties.

ARTICLE 14

TERM OF AGREEMENT

- A. This Agreement shall be effective upon ratification and shall remain in full force and effect until August 1, 2019 when it shall terminate. This Agreement shall not be extended except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the 17th day of August 2015.

SCHEDULE A

WAGES

1. Regular Runs

A. *Hourly Salary-Contract is figured on 2.00 hours daily per regular run for two (2) runs. Four (4) hours per day total and one less day than total student days scheduled.

	<u>17-18</u>	<u>18-19</u>
Step 1	18.74	18.83
Step 2	19.38	19.48
Step 3	19.90	20.00
Step 4	20.47	20.57

2. Incentives:

A. No Driver Initiated Damage Bonus-At the conclusion of the school year, if the individual driver has not had any driver initiated damage to the bus a \$200 bonus stipend will be paid.

Driver initiated damage will be determined by the Transportation Supervisor. An appeal of the decision can be made to the Superintendent in which the Superintendent's decision is final. No option for arbitration.

Examples of driver initiated damage:

- Turned corner and hit snowbank
- Backed into parked car
- Turned too sharp into light pole
- Drove under low bridge with roof hatches open

Examples of non-driver initiated damage:

- Low hanging tree branches
- Another vehicle backed into bus
- Forced off road by another vehicle
- Any damage by students

B. Perfect Attendance Bonus-At the conclusion of the school year, if the individual driver has not missed any scheduled runs, a \$250 bonus stipend will be paid.

C. Longevity Bonus-Annual longevity awards shall be paid to qualified employees upon completion of their years of service:

10-14 years	\$100
15-19 years	\$150
20 years or more	\$200

3. Career Center Runs- Contract is figured on four (4) hours daily per run for BACC and four (4) hours daily per run for Hillsdale CC for one less day than total student days scheduled.

A. Branch Area Career Center Run	<u>17-18</u>	<u>18-19</u>
Hourly Salary	12.86	12.92

B. Hillsdale Career Center Run	17-18	18-19
Hourly Salary	12.86	12.92

4. Extra Trip Runs	<u>17-18</u>	<u>18-19</u>
A. School Day	12.84	12.92
B. Non-School Day	14.06	14.13

5. Mapping and Setup of Routes	<u>17-18</u>	<u>18-19</u>
	11.30	11.36

6. Summer School Drivers – paid by regular run rate.

7. Substitutes will be paid at the first year driver rate.

SCHEDULE B

BENEFITS

1. Insurance

- A. Term Life Coverage - \$5,000 for each driver who drives 15 hours or more per week as a regular assigned driver unless age dictates otherwise.
- B. Uniform Jackets – One (1) jacket will be purchased every two years for each driver under the guidelines of Article 12.
- C. In the event a bus driver becomes eligible for insurance coverage provided by the school district:
 - a. Health insurance only (no dental or vision) will be provided and the Board reserves the right to select the carrier.
 - b. The board will pay the state allowable cap for insurance.
 - c. The insurance offered will be single person coverage only.
 - d. Cash in lieu of insurance will be \$250 per month.

AGREEMENT

This agreement made and entered into this 18th day of July 2018, to be effective August 1, 2018 through August 1, 2019, at Reading, Michigan, by and between READING COMMUNITY SCHOOLS, Hillsdale County, Michigan, acting by and through its Board of Education (hereinafter referred to as "School") and the Reading Community Schools' Bus Drivers' Association, (hereinafter referred to as "Association.")

WITNESSETH:

Reading Community Schools'
Bus Drivers' Association

Reading Community Schools

President-Date

Secretary-Date

Superintendent-Date
