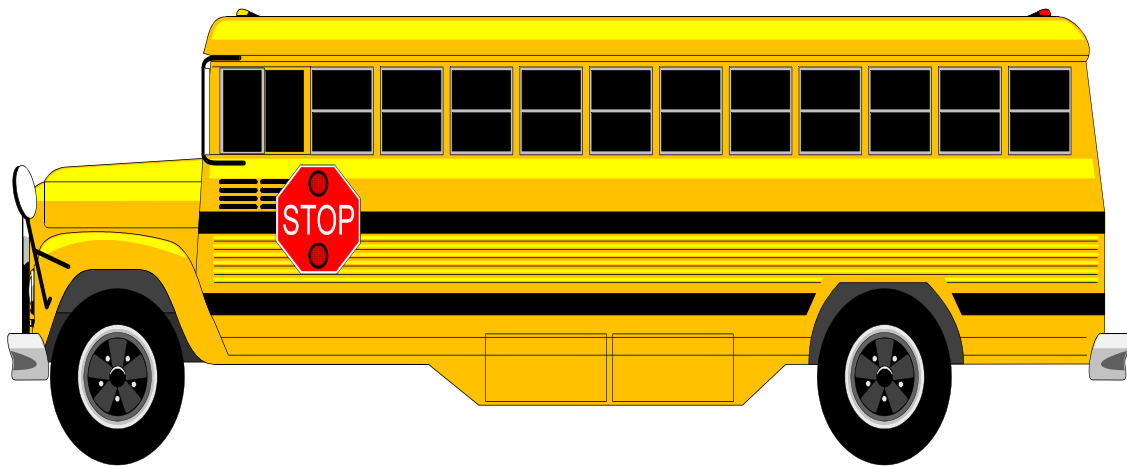


CONCORD COMMUNITY SCHOOLS

BUS DRIVER'S AGREEMENT

2010-2011



AGREEMENT

This agreement entered into on the **31st** day of **AUGUST 2010**, between CONCORD COMMUNITY SCHOOL DISTRICT, OF JACKSON COUNTY (here-in-after referred to as the "Employer") and the CONCORD COMMUNITY SCHOOL BUS DRIVERS (here-in-after referred to as "Employee").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer and employee.

ARTICLE 1 - REPRESENTATION

SECTION 1.

For the purpose of collective bargaining and negotiating, in respect to rates of pay, hours of employment, and other conditions of employment, the drivers will be represented by two (2) committee members from the bargaining unit who are regular employees of Concord Community School District. Drivers will be able to choose their own representative(s) for each of the above conditions. Drivers will choose their representatives as the conditions arise.

ARTICLE 2 – DRIVER QUALIFICATIONS

SECTION 1.

- a) Employees must be neat and clean in appearance.
- b) Employees shall be one with good moral character who will conduct himself/herself in such a manor as to exercise good influence over pupils. The following are essentials:
 - 1. Reliability and dependability.
 - 2. Initiative, self-reliance, and leadership.
 - 3. Ability to get along with others.
 - 4. Understanding and tolerant of others.
 - 5. Patience with children.
 - 6. Employees shall be in good physical and mental health.
- c) Must be physically able to handle bus with ease and capable to perform necessary duties such as; pre-trip inspections, evacuations, etc., as required by state, federal and local policies.
- d) As evidence of his/her physical fitness and mental alertness, the employee shall submit to a annual physical, drug and alcohol testing in accordance with state, federal and local policies.

Section 2. License Requirements

- a) A Concord school bus driver must possess a valid Michigan Chauffeur's license with Commercial Drivers License BP endorsements.
- b) A school bus driver must pass a driving skills examination as required by state, federal or local policies.
- c) A school bus driver must possess a valid Michigan School Bus Driver Safety Education Certification of Completion or enrollment card
- d) Driving record must show an accumulation of less than seven (7) points for the previous two years. (Three years if required by insurance company.)
- e) Drivers must submit to a criminal record verification as determined by state law.

ARTICLE 3 - SENIORITY

Section 1. SENIORITY LIST

- a) A driver must be a regular driver before seniority starts. Any driver who is assigned a regularly scheduled bus run shall be considered a regular driver and shall be eligible for all benefits outlined in this agreement.
- b) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 2. PROBATIONARY PERIOD

- a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment.
- b) Probationary period may be extended if mutually agreed by administration, bus driver representative and employee.

Section 3. LOSS OF SENIORITY

An employee shall lose his or her seniority only if the employee:

- a) Quits, (If the employee later returns he/she begins at the bottom of the seniority list)
- b) Is Discharged.
- c) Is absent for three (3) consecutive working days without notifying employer. After such absence, the Employer will notify the employee in writing at his/her last known address that the employee's employment has been terminated.
- d) Does not return to work when recalled from layoff.
- e) Retires.
- f) Is continuously laid off for a three (3) year period.

ARTICLE 4 - RESPONSIBILITIES

Section 1: DRIVER

- a) Each driver shall meet all legal requirements as per state, federal and local policies.
- b) To study and observe all laws and regulations, state, federal, county and local, relating to the service of transportation.
- c) To maintain order and discipline on the part of every passenger and enforce the rider rules and disciplinary procedures consistently.
- d) To dress in an appropriate manor with a neat and clean appearance.
- e) To conduct themselves professionally and to set a leadership example at all times. Work harmoniously with fellow employees.

- f) Communicate with supervisor and mechanic as needed to assure a safe and orderly bus.
- g) Perform and document pre and post trip inspections as required by state, federal and local policies. Reporting all mechanical problems or suspected problems.
- h) Maintain fuel level above 1/4 tank at all times. Check engine oil, washer solvent, antifreeze, etc. daily and add as needed.
- i) Bus drivers must have their buses in line to pickup students five (5) minutes before school dismissal. Drivers must be on bus when students are loading or unloading.
- j) Each driver must maintain a dependable student pickup schedule.
- k) Each driver must maintain records for Career Center, Friends, route sheets, maps, etc., as required.
- l) Each driver shall be responsible for keeping the inside of their bus clean, including regular runs and special trips.
- m) Each driver shall wash the outside of their bus a minimum of once (1) a month or more often if needed for safety.
- n) Attend meetings, training classes, etc. as required by State or Federal law and local policies.

ARTICLE 5 – MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the laws and constitution of the United States of America, including, but without listing the generality of the foregoing; the management and control of school properties, facilities, materials used, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers shall be limited only by the specific and expressed terms of this agreement.

SECTION 1. BOARD RESPONSIBILITY

- a) The Board shall provide safe equipment for drivers.
- b) The Board shall provide necessary maintenance and supervisory personnel.
- c) The Board shall provide liability insurance for protection of drivers while performing their duties.
- d) The Board shall provide all necessary safety equipment required for safe operation of the bus.

ARTICLE 6 - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms and conditions of this agreement.
- b) The term "days" as used herein shall mean employee work days for the purpose of this article, a holiday shall not be considered an employee work day.

SECTION II. PROCEDURE

STEP 1

A grievant alleging a violation of the expresses terms of this agreement, shall within three days of alleged occurrence shall schedule a meeting with the transportation supervisor. An attempt will be made to resolve the grievance at this level. A oral decision with written documentation by the transportation supervisor shall be given within two days.

STEP 2

If the matter is not resolved at step I, the driver shall within two days after the informal decision is rendered by the transportation supervisor, submit the grievance in written form to the transportation supervisor. The transportation supervisor shall answer the drivers grievance in writing within two days.

STEP 3

If the grievance is not resolved satisfactory at step II, the driver shall within five days of the date of the transportation supervisors written answer, appeal the grievance in writing to the superintendent of school. A meeting will be scheduled between the driver, driver representative, transportation supervisor and superintendent to discuss the grievance within five days of the appeal date. The superintendent of schools shall render a written decision within five days following said meeting.

STEP 4

- a) If satisfactory settlement is not obtained at step III, the aggrieved bus driver shall within five days notify the superintendent that this matter is to be submitted to conference. At the time of notification the superintendent shall agree upon time and place for holding the conference.
- b) A conference shall consist of not more than three bus drivers, transportation supervisor and not more than three representatives of the superintendent and board of education.
- c) The subject matter of the conference shall be limited to the written grievance under consideration, and the object of the conference shall be an orderly resolution of the grievance. Any agreement reached in this conference shall be put in writing by the employer and sent to all participants.

STEP: 5

In the event that parties are unable to settle the grievance through the procedure outlined in steps 1 thru 4, the matter shall be submitted in writing to the Concord Community Schools, Board of Education for their consideration within five days of step 4 conference. A decision shall be rendered at the next regularly scheduled meeting of the board of education. Decisions rendered by the Board of Education shall be considered final unless it shall be in conflict with a statute relating to the question.

TIME LIMITS:

- a) Failure to institute a grievance or appeal a decision at any level within the time limit set forth herein, shall be deemed acceptance of the last decision rendered by the employer and further processing of the grievance shall be barred.
- b) Should an employee be satisfied with the decision at any level, or leave the employment of Concord Community Schools while the grievance remains unsettled, all further proceedings herein shall be barred.

ARTICLE 7 - LEAVE OF ABSENCE

Section 1. SICK LEAVE

- a) Each full time driver shall be allowed eleven (11) sick days per year, accumulative to a total of 150 days (A "sick day" is defined as the regular assigned run or runs for each school day.)
- b) Drivers must report unavailability to drive to the transportation supervisor the evening prior to the scheduled run, or a minimum of one (1) hour before scheduled morning bus run.
- c) Drivers who fail to report to work or fail to call for a substitute will not be granted sick leave pay and may be subject to disciplinary action.
- d) Under normal situations, the employer may require a doctor's slip after 3 days illness.

Section 2. FUNERAL LEAVE

- a) A driver will be granted up to three (3) days with pay, not chargeable to sick leave, to attend the funeral of a member of the employee's immediate family. Two (2) additional days, chargeable to sick leave, may also be allowed for this purpose.
- b) Immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brother, sister, brother-in-law, sister-in-law, current parent-in-law, grandparent grandchildren niece and nephew.

Section 3. PERSONAL DAYS:

At the beginning of each year, regular drivers shall be credited with three (3) personal days. In order for personal days to be paid, drivers must notify the transportation supervisor in writing at least two (2) days in advance of the intended day. Exceptions may be made in emergency situations when a substitute is available. Unused personal business days will be added to accumulated sick leave on the last day of school.

Section 3. LEAVE OF ABSENCE WITHOUT PAY:

Leave of absence without pay may be granted for up to one year upon written application to the transportation supervisor and approved by the superintendent. Decision to approve or deny request will be determined by the availability of substitutes and district needs.

Section 4. RETURN FROM LEAVE OF ABSENCE

An employee who is returning from an extended leave of absence (3 months or more) must notify the Employer in writing of his/her intention to return 60 calendar days prior to such return. Failure to comply with this section may be considered as a resignation and a forfeiture of seniority rights.

ARTICLE 8 - SUBSTITUTE BUS DRIVER

Section 1. Substitute Driver Assignment

- a) A substitute bus driver shall be assigned at the discretion of the transportation supervisor.
- b) Regular drivers who are interested in substituting shall make their desire known to the transportation supervisor by signing the appropriate substitute list, and providing that they learn the route(s) by riding with regular driver(s). Regular and substitute drivers learning these routes will receive pay at special trip rate.

- c) Career Center, Kindergarten, and Friends absences of less than one week shall be assigned on a rotational basis to seniority bus drivers. If all regular drivers refuse a Career Center, Kindergarten and/or Friends run, the run will be assigned to a substitute driver on a rotational basis
- d) Career Center, Kindergarten, and Friends absences of one week or greater shall be bid by seniority and availability.
- e) A substitute driver replacing a regular driver on an extended leave will be added to the Special Trip list after 60 work days on the same (AM & PM) route. This does not qualify them to regular driver status.

ARTICLE 9 - ROUTE ASSIGNMENT

Section 1. Bus Routes

- a) Each August, prior to the opening of school, all routes will be open to "bid" by all regular drivers on a seniority basis.
- b) Routes coming open during the school year will be posted and bid by seniority. When there is a change in pay for a route, said route will be posted and awarded by seniority.
- c) The district reserves the right to reassign drivers during the school year when it deems necessary. Any such reassignment will be discussed with the driver involved and the bus driver representative.

Section 2. Special Trips

- a) A list of seniority drivers will be posted in the order of his/her seniority dates. Special Trips will be assigned from the mentioned list on a rotational basis to seniority bus drivers.
- b) Special Trips will be posted and assigned by Friday. Trips not accepted by the end of a.m. run (8:00am) on Monday will be assigned by rotation by the supervisor or his/her designee.
- c) Drivers will be allowed to exercise his/her seniority to bump the junior driver on trips that are posted for the same day. Bumping will be allowed on the first round only, until the end of the a.m. run (8:00am) on Monday.
- d) Drivers with higher seniority that refuse a trip, will not be allowed to bump on the same day.
- e) Drivers with less seniority will not be allowed to trade with a higher seniority driver.
- f) A driver may include 15 minutes for pre-trip inspection, preparation, warm up, etc.
- g) A driver may include 15 minutes for post trip inspection, sweeping, empty waste baskets, etc.
- h) Drivers will be paid a minimum 2 hours at special trip rate for all special trips. Spring Arbor will be paid 1 hour over and 1 hour back, at special trip rate.
- i) If all regular drivers refuse a trip and no qualified substitute is available, the driver with the least seniority will be required to accept the assignment.
- j) If a driver has to refuse a trip because he/she already has a conflicting special trip assignment, the refusal will be considered a cancellation and driver will be assigned next scheduled trip.
- k) When driving an extra trip during a meal period, driver will be paid \$5.00 per breakfast, \$6.00 for lunch, \$7.00 for dinner (\$4.00 for skill center). Meal periods will be 6:30 to 8:00 a.m., 12:00 noon to 1:30 p.m. and 5:00 to 6:30 p.m.

Section 3. JACC Mid day run

- a) Regular seniority drivers will have the opportunity sign up for the JACC mid day run twice during the said year.
 - 1. First sign up will occur in August prior to the start of school.
 - 2. Second sign up will occur prior to the start of the second semester.
- b) The driving schedule will be posted starting with the senior eligible driver on a three day rotation for all scheduled buses.
- c) Substitute drivers will be assigned from the list of eligible drivers that are not scheduled to drive on the day of the vacancy on a rotating basis. In the event no drivers from the list are available, the Transportation Supervisor will offer the run to other seniority drivers not participating in the JACC rotation.

Section 4. Emergency Trips

- a) Under emergency conditions, said trip will be assigned to the most seniority driver available. If no regular driver is available trip will be assigned to a substitute or transportation supervisor(supervisor WILL NOT receive any extra pay). Such assignment WILL NOT interrupt or count in the normal trip rotation.
- b) An emergency trip will be defined as any trip and/or run that a driver has less than twelve (12) hour notice.
- c) In the event an emergency trip is canceled the driver will be notified of cancellation at least two (2) hours prior to scheduled departure time. If such notification is not given, the driver shall be paid five (5) hours at Special Trip Rate. No make up trip will be offered.

Section 5 Special Trip Cancellation

- a) Drivers will be notified of a special trip cancellation at least 2 hours prior to scheduled departure time. If such notification is not given, the driver shall be paid five (5) hours. No make-up trip will be offered.
- b) If a special run is canceled within 2 or more hours of scheduled departure, the driver will drive his/her regular bus run/runs and be assigned the next scheduled special trip as a make up. Subs will be paid \$5.00 show up pay if supervisor is unable to contact him/her.
- c) Make up trips will not count in the regular trip rotation.
- d) If a trip bus leaves school and is canceled, driver will receive five (5) hours pay. No make up trip will be offered.

Section 6. Summer Trips

- a) On the last week of the school year, drivers will be given the opportunity to indicate an interest in summer trips.
- b) The list of interested drivers will be prioritized by seniority and trips will be assigned as received in transportation office.

Section 7. Minimum Work Day

- a) A drivers work day will consist of time needed to perform his/her assigned job duties safely.

- b) When driver personnel are scheduled for normal bus runs and school is canceled due to inclement weather, those hours lost due to an Act of God will not be considered as wages lost providing the State does not require said days to be made up. Bus drivers will not be paid for snow days that the State requires the school to make up until work is performed.
- c) The employer will distribute a "School Closing List" with Transportation Staff phone numbers to all bus drivers. In the event of closing school the employer will contact the first driver on the list by 5:45am. It is the responsibility of the bus drivers to ensure the contact of remaining staff.
- d) In the event a driver is not notified and reports to work on a school closing day he/she will be paid one half of his/her normal run rate for the AM run.
- e) Drivers shall report severe fog conditions to the transportation supervisor. Drivers have the option delay their runs one hour if they feel that fog will interfere with the safety of the children and school equipment.
- f) Drivers shall report extremely hazardous road conditions to the transportation supervisor. Drivers have the option to decline to make a run or part of a run if conditions are unsafe for vehicle operation. No other driver shall be assigned to make that run or portion.

ARTICLE 10 - OVERTIME

Time and one half will be paid for a special trip time or combination of special trips over eight (8) hours on a given day.

ARTICLE 11 - LAYOFF

Section 1. Definition

The word "layoff" means a reduction in the work force.

Section 2. Procedure

If it becomes necessary for a layoff, the following procedure will be mandatory.

- a) When the number of bus drivers is being reduced, those bus drivers who are on probation shall be laid off first. If further reductions are required, the senior drivers will be laid off in reverse order of hiring.

Section 3. Notice

Employees to be laid off for an indefinite period except in the event of natural catastrophes shall receive at least 7 calendar days notice of layoff.

Section 4. Recall

Employees will be recalled according to seniority. If a employee fails to report to the employer within 5 calendar days from date of mailing notice of recall, he/she shall be considered quit unless during said 5 calendar day period he/she is granted a leave of absence without pay.

ARTICLE 12 - EVALUATION

- a) Each employee shall be evaluated by his/her immediate supervisor at least annually. A copy of the written evaluation shall be kept in the employee's personnel file. An employee may attach a written response to any adverse written evaluation.
- b) If an evaluation is not performed, the employee's performance shall be considered acceptable.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

- a) Subject to the employee's right to resort to the grievance procedure in the event of discharge or any other disciplinary action, the employer reserves the right to discharge or discipline any employee for reasons detrimental to the school system.
- b) The employer before discharging or taking any other disciplinary action as to any personnel shall first give at least one written warning of an offense, or act committed with a copy given to driver representative.

ARTICLE 14 - BENEFITS

Section 1. Holiday Pay

- a) Regular drivers shall be paid holidays as follows:

Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day after Thanks Giving	Monday of Spring Break
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

- b) Rate of pay shall be their normal daily rate.
- c) Drivers must work the last working day before and first working day after a holiday to be qualify for holiday pay unless otherwise excused.

Section 2. Longevity Pay

- (a) Regular drivers who have been continuously employed by the school district shall receive a lump sum longevity payment at the end of the school year by separate check as follows:
 - 1. 3 years ----- \$150.00
 - 2. 5 years ----- \$300.00
 - 3. 10 years ----- \$500.00
 - 4. 15 years ----- \$600.00
- (b) To be eligible for longevity, a regular driver must drive ninety (90) days during that school year. A driver who terminates his or her employment during the school year, shall forfeit his/her right to longevity.

Section 3. Insurance

The Board shall provide each full time driver with a life insurance policy in the amount of \$20,000.00. The policy will have a conversion capability and will include AD & D.

Section 4. Retirement

- a) The board of education shall make a contribution based on all wages earned by the bus drivers to the School Employees Retirement Fund.
- b) Upon retirement, a driver shall be entitled to payment at his/her current rate for fifteen (15%) of any unused sick leave.

Section 5. Miscellaneous

- a) Regular drivers shall be given a pass (for driver and guest) to home athletic contests.
- b) Drivers will be reimbursed the cost of their commercial driver license.
- c) Drivers will receive \$20.00 per month for bus washing. Buses shall be washed a minimum of once per month.
- d) Drivers shall be paid for down time due to breakdowns of vehicles at the fourth year rate. Time shall be calculated at 15 minute intervals.
- e) Drivers shall be paid for schooling required by Concord Community Schools or State of Michigan at the extra trip rate.
- f) Actual cost of physicals will be paid if services are rendered by a school appointed physician. A maximum of the contracted rate, of the school appointed physician, will be paid for required physicals that are performed by a drivers personal physician.
- g) Jury Duty - Regular drivers will be paid the difference between their normal daily pay and the court reimbursement for time spent on jury duty or court appearance related to drivers duties during normal working hours.
- h) Drivers shall be paid for time worked on developing bus routes, rider list and parent meetings at the special trip rates. Times will be calculated at 15 minute intervals.
- i) When a driver misses his/her regular AM/KNG/PM/CAREER CENTER run to take a special trip assignment, they will be paid their regular run rate (up to three hours). Career Center run rate will be paid for time missed, not to exceed four hours. The remainder of the time will be paid at the Special Trip rate. Whenever practical, special trips will be scheduled to leave Concord no earlier than 3:30pm.

ARTICLE 14 - PAY SCALE

Section 1. Pay Rates

Regular Run (AM/KNG/PM)

	<u>2010/2011</u>
1st year driver	\$20.87
2nd year driver	\$21.74
3rd year driver	\$23.87
4th year driver	\$25.27

Special Education Run Rates:

	<u>2010/2011</u>
1st year driver	\$21.81
2nd year driver	\$22.62
3rd year driver	\$24.77
4th year driver	\$26.06

Career Center (hourly): \$15.20

Special Trips (hourly): \$13.84

Substitutes:

Regular Run	\$20.87
Special Education	\$21.81

Substitutes will be paid "2nd year driver" rate after completing the equivalent of one year of full service. "3rd year driver" rate will be paid after completing equivalent of two years of service.

ARTICLE 16 - EFFECTIVE DATE

This agreement shall become effective **August 31, 2010**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Bus Driver Representatives

Concord Community School District

Representative *Jody DeForest*

Superintendent *Terri Mileski*

Representative *Emil Vredenburg*

Transportation Director *Scott Stoner*