

AGREEMENT

Between

COMSTOCK PUBLIC SCHOOLS

And

COMSTOCK SCHOOL BUS DRIVERS'
ASSOCIATION

2012-2013



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AGREEMENT
COMSTOCK PUBLIC SCHOOLS
and
COMSTOCK SCHOOL BUS DRIVERS' ASSOCIATION

July 1, 2012 – June 30, 2013

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:

1) PURPOSE & RECOGNITION

a) PURPOSE

- i) 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 the Association, recognizing that the safety and well-being of the School's students is paramount, and dependent upon the care and diligence of the Association members. 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.

b) RECOGNITION

- i) 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 Association members in this Agreement. The term Association Member shall refer to Employees of the Employer who are represented by the Association and are certified bus drivers with a permanently assigned route.

c) CONTINUITY OF OPERATION

- i) Each Association Member 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 The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

d) OTHER AGREEMENTS & REGULATIONS

- i) This Agreement shall supersede any rules, regulations, or practices of the Employer, which shall be contrary or inconsistent with its terms.
- c) **LEGALITY** The terms of this Agreement shall not be contrary to any Federal, State, or County laws or regulations.
- d) **REPRESENTATION**
 - i) The Employer agrees not to negotiate with any Driver's organization other than the Association for the duration of this Agreement.

2) ASSOCIATION MEMBER'S RIGHTS & RESPONSIBILITIES

a) **ASSOCIATION MEMBER'S RIGHTS**

- i) **Right To Organize.** Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every Association Member 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.
- ii) **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.
- iii) **Facilities.** The Employer agrees to provide, within its ability to fund, a Drivers' meeting area cleaned and maintained as needed, parking and use of a telephone for local calls.
- iv) **Work Orders.** Association Members shall complete a work order request pertaining to repairs on their bus to the mechanic. If a second request is needed, Association Members will forward all such requests to their supervisor. Association Members may keep a copy of all repair requests for their personal records.
- v) **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.
- vi) **Right to Drive.** Buses will be operated by Association Members represented by the Association to transport students, except in emergencies. In the event of an emergency, the Employer will contact All Association Members via the bus radio system and telephone prior to using substitute drivers or other qualified personnel.
- vii) **Radio Equipment.** During working hours there will be someone on duty at the radio while buses are on regular routes including mid-day and late runs.

viii) **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 Association Member bidding on a regular run under bidding section. Returning Association Members will clean the bus they drove the previous year or enlist the services of another Association Member through a sign up sheet that will be posted mid-May. In the event a Association Member is not able to fulfill their obligation said Association Member would be responsible for notifying original Association Member and enlisting another Association Member to do so, in accordance with the sign up sheet. New Association Members will clean a bus designated by the Transportation Supervisor. New Association Members may be assigned to assist a senior Association Member, if there are no other buses to clean. The cleaning shall consist of:

- (1) Washing/waxing all interior surfaces including walls, windows, and floor.
- (2) Removing dirt from the instrument and control panels.
- (3) Washing the seats.
- (4) Cleaning the interior mirrors and windows.
- (5) Cleaning the defroster fans.
- (6) Exceptions to the cleaning schedule shall be determined by the transportation supervisor.

ix) End of Year Bus Cleaning. By the day after the last day of the school year all Association Members are responsible for:

- (1) Popping all seats and cleaning all trash from seats.
- (2) Removal of personal belongings.
- (3) Sweeping and emptying trash.

b) **ASSOCIATION MEMBER'S RESPONSIBILITIES**

- i) **The Michigan School Bus Drivers' Manual.** This manual shall generally become the criteria for driving policies and practices.
- ii) **Certified & Qualified.** Association Members shall, at all times, maintain a current Michigan Certification for operating a school bus. Association Members must be qualified for driving by knowledge, experience, performance, and attitude and be acceptable to the school insurance carrier.
- iii) **Responsibility to Drive.** The Board of Education has recognized in section 2.0 the Association Member's right to drive. The Association Members, therefore, have the responsibility to drive as needed by the Employer.
- iv) **Notification of Health Condition.** The prompt notification to the Employer of any physical or mental condition of the Association Member, which may temporarily or permanently impair the ability of the Association Member from discharging his/her responsibilities, is the Association Member's duty. Failure to report a physical or mental condition to the employer will subject the employee to Section 2 E of this agreement.

v) Maintenance of Equipment. In the event the Association Member feels his/her bus is unsafe, he/she must notify the Transportation Supervisor or his/her designee. If the supervisor or his/her designee decides the Association Member should continue to use the bus, then:

(1) **Written Protest**: The Association Member may complete a written protest and signed by the Supervisor or his/her designee, and a copy shall be filed with the Association President.

(2) **Citations**: The Employer will assume liability for citations if the citation is a direct and sole result of the condition stated in the written protest.

vi) **Conformability**. Association Members will comply with all applicable laws, regulations, policies, and directives, which are not contrary to law or to this Agreement.

vii) **Tardiness & Absences**. Association Members 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 driver. The Transportation Department is to be notified at least one (1) hour before report time, except in a case of an emergency.

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

(2) **Tardy**: In the event the Association Member is tardy, the bus Supervisor or his/her designee may assign another Association Member to the run or trip. If there is an Association Member whose trip or run begins later than that of the tardy Association Member's, the supervisor may assign that Association Member to take the tardy Association Member's place. The supervisor may assign a substitute as needed to cover runs or trips. The tardy Association Member will be assigned to an uncovered run, if one exists. If all assignments are filled when the tardy Association Member arrives, the tardy Association Member will not be paid for the portion of the run that they didn't drive (Tardy is defined as not being present at the transportation facility 15 minutes prior to the start of the assignment.)

(a) **No Call- No Show**: When an Association Member is not present or has not made prior arrangements for their assignment and has not called within one (1) hour of their run's scheduled leave time to the transportation facility, it will be considered a no call-no show.

c) PROFESSIONAL CONDUCT

(1) **Impaired Ability**: Association Members will refrain from activities, which may reasonably impair the ability of the Association Member to adequately perform his/her assignments and duties.

(2) **Preservation of Public Welfare**: Association Members 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.

d) **ADDITIONAL DUTIES**

- (1) **Routine Cleaning**. Each Association Member will ensure that the interior of the bus they drive is clean upon return from a run or trip.
- (2) **Route Notes**. Association Members' notes shall conform to the format prescribed by the supervisor or his/her designee. All notes shall be completed and submitted to the supervisor or his/her designee by first fall count date. Association Members will be paid for the time required to prepare their route notes and all subsequent changes.
- (3) **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

e) **DISCIPLINE**. The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the transportation department. 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:

i) **Steps**

- (1) **First Step**: 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 Step**: A written reprimand signed in the presence of an Association representative.
- (3) **Third Step**: A written reprimand and suspension from one to five days, signed in the presence of an Association representative
- (4) **Fourth Step**: Additional suspension or termination signed in the presence of an association representative.

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.

- ii) **Notification of Discipline**: Any and all disciplinary action will be taken within ten working (10) days from the time of discovery of the offense by the district with written documentation for employer and employee.
- iii) **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 their personnel 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.

3) ASSOCIATION RIGHTS

a) ASSOCIATION MEMBERSHIP

- i) **Deduction of Dues:** Association Member's authorization for the deduction of Association dues, and a \$20.00 one-time fee for new Association Member shall identify the Association Member, the amount of each deduction, the period for which the deductions are to be made, and be signed by the Association Member. The Employer shall deduct the authorized amount from each Association Member's pay and transmit the total deductions to the Association, together with a listing of each Association Member from whom deductions are made. The Employer shall use its best efforts to make the 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.
 - ii) **Dues or Assessment:** Each Association Member, 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 Association Member, 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
- (a) **Save Harmless:** The Employer shall not be required to discharge any Association Member under the provisions hereof until the right of such Association Member 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 Association Member be discharged because of the provisions herein set forth.

- iii) **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. The seniority list will include the association member's date of hire.

4) COMPENSATION

a) BASIC COMPENSATION

i) Wage Steps: Hourly Rate - Probation Ninety (90) Days

	2011-12	2012-13
Non-Driving	\$11.21	\$11.21
1 st - 4 th Year	14.75	14.75
5 th - 8 th Year	15.50	15.50
9 th - 19 th Year	16.26	16.26
20 th Year On	16.58	16.58

For each hour that a driver is scheduled for their bid run and their mid-day run they will receive a lump sum payment of \$40 per hour. The lump sum payment will be prorated for any partial hours. This payment is for the 2012-13 contract year only. Any driver who is not employed on the day the payment is made will not receive the payment. For drivers with irregular schedules (e.g., mid day that doesn't run every day) their hours will be averaged over the week. For example: A driver has a bid run of 5 hours and a 3 day a week mid day run of 1 hour, their average would be 28 hours divided by 5 or 5 hours and 36 minutes or a bonus of \$224.

- b) **NON-DRIVING:** Included are mandatory meetings/orientation, safety instruction, bus school attendance, construction of route notes, conferences and any other non-driving activities.
 - i) **Bus Cleaning:** Bus cleaning shall be paid at the non-driving rate for the time needed.
 - (1) Annual bus cleaning - up to 8 hours non-drive rate
 - (2) End of year cleaning - up to 1 hour non-drive rate
 - (3) Exterior Bus Washing - \$10.00 per bus
- c) **OVERTIME:** The district has the right to manage all non-trip hours to limit the amount of overtime that is paid. This clause only applies to drive time. There will be a 15 day driving window before the district could implement any overtime reductions.

This provision would apply to additional driving assignments that are above and beyond the driver's bid run.

- i) A driver that is next on the current rotation list that is able to take on an additional mid-day above their current bid run. The additional time would cause the driver to be in an overtime situation. The driver would be able to drive the mid-day for 15 days and then the district could handout and award the run to the next most eligible driver on the current rotation list. This process would continue until the additional run was completed by a driver who was not in an overtime situation.

- 5) **FRINGE BENEFIT:** The employer will provide a fringe benefit allowance under Section 125 for each Association Member who has completed their probationary period and has a regularly assigned route. The Association Member shall have the option of receiving the fringe benefit amount as follows:
 - a) The Association Member may choose to apply all or part of the fringe benefit toward the purchase of health insurance. Should the Association Member elect health insurance, the Association Member's portion of the health insurance will be by payroll deduction. Deductions will be made on a before-tax basis.
 - b) The Association Member 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.
 - c) The Association Member 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.
 - i) 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.
 - ii) The Association Member 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.
 - iii) Association will make annual elections on the form provided by Comstock Public Schools Business Office.
 - (a) Annuity. The annuity will be paid at the end of the school year. The Association will have members sign an authorization at the beginning of the

school year. The annuity and longevity payments will be combined into a single check subsequent to the final regular wages check.

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

(b) **Health Insurance.** For Employees working 4 hours or more per day on their regularly assigned route, 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

- iv) **Additional Annuity:** Association Members may have part of their regular earnings deposited in a tax-deferred annuity under Federal law.
- v) **Longevity:** Each Association Member 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 payment will be combined with the annuity payment.
- vi) **Retirement:** The Employer will deposit into the Michigan School Employees' Retirement Fund the State required amount.
- vii) **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.

6) PAID TIME OFF

- a) Association Members will be paid for their scheduled hours for the route they are currently assigned to for the following "events" during each school year.
 - i) **Mid-Winter Break.** Association Members will be paid for mid-winter break any year that the district takes mid-winter break. In the event there is no mid-winter break, Association Members will be paid for one day mutually agreed upon by the association and management.
 - ii) **Act-of-God Days.** Employees will be paid for their regularly scheduled hours for the first 2 Act-of-God days during each year.
 - iii) **Paid Holidays**
 - (1) Paid holidays for Association Members, excluding substitute Association Members, except substitute Association Members 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	Independence Day (for those
Association Members scheduled to work during the week of July 4 th)	

- iv) Association Members must work the scheduled day before and after a holiday to receive holiday pay. Association Members failing to attend mandatory meetings prior to holidays will forfeit their holiday pay. Holiday pay may be received if the Association Member is on sick leave and has a physician's verification of an illness or injury.

7) REIMBURSED/COVERED COSTS

a) COMMERCIAL ASSOCIATION MEMBER'S LICENSE

- i) The Employer will reimburse the Association Members for their Commercial Association Member's license at the current rate at each renewal. Association Members 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.

b) REQUIRED PHYSICALS

- i) The employer will cover the cost for all Association Members' annual physicals and compensate one hours pay for time at the non-drive rate.

c) EDUCATION.

- i) The employer will pay all costs for Association Members' education/schooling/in-service as required by the state in relation to employment with the employer and compensate Association Member for time at the non-drive rate.

d) DRUG AND ALCOHOL TESTING.

- i) The employer is responsible for all costs related to random drug and alcohol tests required by the state. Compensation at non-drive rate for actual time.
- ii) In the event the employer requests additional testing of an Association Member, the employer will pay for the cost of testing and actual non-drive wages, if the driver passes the test.

8) SENIORITY, PROBATION, & LAYOFF

a) SENIORITY DEFINED

- i) Seniority shall be defined as a Association Member's length of continuous service with the Employer.

b) **NON-INTERRUPTION.** Absences occasioned by authorized leaves of absence, sick or accident leave, or layoffs for lack of work, or leave during which a Association Member received Worker's Disability Compensation, except as hereinafter provided, shall not interrupt Association Member's seniority.

c) **TERMINATION OF EMPLOYMENT.** An Association Member who quits and later returns will forfeit all his/her seniority. The aforementioned re-hired Association Member 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.

d) **PROBATIONARY PERIOD**

i) All new drivers will serve a probationary period of 90 days of driving a school bus with students. Days the probationary 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 probationary driver, without the Association Member having recourse through the grievance procedure. At the end of the 90-day probationary period, the sub-driver will be compensated for the hours of training not to exceed 30 hours.

e) **LAYOFF & RECALL**

(1) **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 Association Member 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.

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

9) **MINIMUM TIMES/DEFINITIONS/DRIVING ASSIGNMENTS**

a) Anytime an Association Member is working at a driving rate including routes and trips and there is less than fifteen (15) minutes between driving assignments, the Association Member's pay will continue straight through and is billable to the department requiring the layover. The employee recognizes that the Association Member must be available to the employer at this time. If the layover is fifteen (15) minutes or more, the Association Member's pay stops then resumes with the next assignment.

b) **DEFINITIONS**

i) **General Run.** This is your bid AM pick-up and PM take-home run. All General runs will be a minimum of 3 hours.

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

- (a) **General Education**– involves the transportation of general education students. This run is paid at a minimum of 1 hour or actual time whichever is greater, and be paid for the time needed to set up and perform the trial run for times.
- (b) **Special Education** – involves the transportation of special needs children. This run is paid a minimum of one (1) hour, or actual time whichever is greater, and be paid for the time needed to set up and perform a trial run for time and special requirements.
- iii) **Late Runs.** A run consisting of a PM only, take-home that is regularly scheduled later than the normal school dismissal time. Association members will be paid for one (1) hour or actual time, whichever is greater, if bid separately from the annual route.
- iv) **Shuttle Runs.** Any delivery of Students shuttled immediately after school start time in AM and immediately before school end time in PM will be assigned to the senior Association Member at that school at that time by AVAILABILITY BY SENIORITY.
- v) **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.
- vi) **Route.** Association Member's combination of bid runs that has been assigned on a regular basis.
- vii) **Split Day.** When Association Members are required to report three times in one day to do a normal route, they will be paid the regular route time or one hour regular driving rate, whichever is greater.
- viii) **Work Cancellations.** If an association member has not received notification by the time of their regular report time and the association member has clocked in, the association member will receive one (1) hour of pay for reporting. This provision will only apply to morning cancellations of full day of school.
- ix) **Trips.** Any trip 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. The trips shall be paid on an hourly basis and assigned, as nearly as possible, on an equal hour basis.
- x) **Volunteering.** Association Members will not volunteer to drive trips without pay.
- xi) **Trading.** Association Members will not trade trips. They must take or pass trips as they come up on the equal hour list.
- xii) **Emergency.** The Employer has the right to assign a Association Member to a trip without going to the list in cases of extreme emergency without the missed Association Member having recourse.

- xiii) **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 Association Member and so on down the list. All trips from then on will be assigned to the Association Member with the least amount of trip hours, no matter where the Association Member's name appears on the list.
- xiv) **Trip Slips.** Trip slips, itinerary, and directions to the destination shall be given for all trips upon request.
- xv) **Local Trips.** The trip slips will include instructions for the Association Member indicating whether the Association Member is to remain with the group, return to the bus garage and return for pickup.
- xvi) **Take and Return Trips.** Association Members 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 by requesting department before being assigned to the Association Member.)
- xvii) **Weekend Trips.** Minimum four (4) hours or actual drive time whichever is greater. If a weekend trip is cancelled and the Association Member or transportation department does not receive notification at least 1 hour prior to the scheduled departure time, the Association Member will be paid for 4 hours of drive time.
- xviii) **Weekends.** Association Members scheduled for Friday or Monday trips are ineligible for trips during that weekend, except association members 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 Association Members who sign the trip are ineligible then the Association Member with the lowest hours will get the trip.
- xix) **Extended Weekend.** Scheduled days off attached to the weekend. Extended weekends are to be treated as weekends.
- xx) **Extended Trips.** Any trip longer than eight (8) hours driving time in length will, as an operating procedure by the employer, be assigned two Association Members on each bus unless there is an overnight stay. If two drivers are required for a trip, both will receive driving rate while on the road. The Employer retains the right to deny an extended trip to an Association Member normally in line for the trip, if the Employer states a specific reason in writing to the Association Member who has been denied the trip.
- xxi) **Tally of Hours.** All trip hours for which wages have been earned will be added to the Association Member's tally of trip hours.
- xxii) **Charging Hours.** Actual hours accumulated on a trip
- xxiii) **Maintaining Income.** An Association Member 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 an Association Member can make **30 minutes or more** on a trip, they have to take the trip or be charged with whatever hours the next Association Member who takes the trip receives. However, if the Association Member 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 assigned to the Association Member with the lowest trip hours when all Association Members refuse a weekend trip.

- xxiv) **Notice of Trip Cancellation.** When a notice of cancellation is not given before a Association Member arrives at work for a trip, the Association Member 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 Association Member 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.

- xxv) **Substitute Drivers.** Association Members must have successfully completed two (2) years of driving experience to be eligible for a trip assignment unless all other Association Members have turned down the trip. An Association Member with a regular route is eligible for extra trips after completing their probationary period. Any Association Member being added to the trip time list during the year will be assigned the highest trip hours at the time of eligibility.

- xxvi) **Lay-Over.** Association Members may be requested to stay with equipment on all trips to assure the safety of the equipment. A reasonable amount of personal time will be given all association members on each trip.

10)BIDDING

- a) **ANNUAL.** The Employer at the beginning of the school year will have until the annual Association Member orientation day, but not earlier than one week prior to the start of school, to establish all bus runs. The Association Members will have the option to select the preferred route according to seniority in the bargaining unit, starting with the most senior Association Member. Each Association Member will have a maximum of two (2) hours to select his/her route.

- b) **REPLACEMENT.** All open or new runs occurring after annual bidding, including the approximate number of hours involved, will be posted for a period of three (3) work days. At the end of the posting the Association Member with the highest seniority who bids for the job shall receive the run. If an Association Member 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.
 - i) **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 Association Member changes his/her mind and elects to withdraw his/her bid

and return to his/her former run, the next most senior Association Member 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 Association Member bidding into another run will be driven by the most eligible sub driver. This said sub driver now becomes a regular Association Member with an unassigned run. The run which is now open as a result of a senior Association Member bidding will be posted for bids and will be filled in the same manner as in paragraph 10 b.

- c) **INELIGIBILITY.** Any Association Member 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 Association Member's bid has been eliminated or it is their first bid for that school year.
- d) **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 Association Member will notify the Supervisor and the Supervisor will notify the Association President. If the Association Member does not notify the Supervisor, the Employer can not be held responsible for not re-bidding the run.
- e) **SHORTENED RUN.** When the above run is changed after the annual bidding is over, resulting in loss of wages, the Association Member affected will have the right to follow the normal bidding procedure for annual bidding and any Association Member affected by the bidding may also follow the normal bidding procedure, etc., until all runs are assigned.
- f) **LENGTHENED RUNS.** When the above run is changed after the annual bidding period is over, resulting in an increase of wages, the more senior Association who want to increase their wages, may bid on the run.
 - i) The Employer shall be open to suggestions for improving bus runs that Association may offer.

11) ASSIGNING OTHER RUNS

a) MIDDAY, KINDERGARTEN, LATE & SPECIAL RUNS

- i) **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 Association Member 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 Association have rejected a run. Runs not selected by any Association Member may be TEMPORARILY assigned by management until a Association Member is available.
- ii) **Filling Vacancies In Runs Not Attached to Regular Routes.** Should a Association Member leave a run covered by 12 a ii permanently, the run will be

re-bid by seniority. If a run is eliminated after the beginning of the school year, the least senior Association Member will lose their run and the senior Association Member whose run is eliminated may bid into any run held by a less senior Association Member.

- iii) **Extra Run Absences.** A Association Member 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 E. Absences resulting from other assigned work in the Transportation Department, such as a trip will not be counted under this provision.
- iv) Once the Association Member has established his/her run through the process described in sections 10 and 11, the run becomes the Association Member's assignment for the year. When a run ends, as posted, the Association Member whose run has ended may not bump a less senior Association Member from their assigned run for that year, but may be eligible for the next open bid posted.

12)REGULAR Association Members AS SUBSTITUTES

- a) **ASSOCIATION MEMBERS AS SUBSTITUTES.** Regular Association Members will be called on a rotating basis, starting with the most senior Association Member to sub on runs that do not interfere with their scheduled route. An Association Member assigned to sub on said run will sub on that run until the regular Association Member 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 Association Member 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 Association Member returns.
- b) **SPECIAL EDUCATION SUBSTITUTES.** When the Association Member assigned to a special education run is off for any reason for at least two full days. The route left without an Association Member will be covered by a sub assigned by seniority on a rotating basis. Management must have knowledge of the Special Education Association Member's absence at least the day before the absence. The regular Association Member, as a sub, must agree to take the whole route and continue until the regular Association Member returns.
- c) **GENERAL RUN SUBSTITUTES.** When the general run Association Member is off for any reason for at least five (5) full days or more, a regular driver may opt to drive as a sub until the assigned driver returns ONLY if the driver would make 30 min or more a day by switching to the other route. The driver, as a sub, must agree to take the whole route and continue until the regular driver returns. If possible, management must have knowledge of the driver's absence at least the day before the absences occur. The driver, as a sub, may continue with their currently assigned midday portion of their currently assigned midday portion of their route if it does not interfere with the route they have agreed to sub on.

13) **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) **REVOLVING SENIORITY:** Summer assignments shall be assigned to Association members requesting said assignments on a revolving seniority basis from the list furnished by the Association President (see posted summer driving list). Association members who are asked to drive summer assignments will have the option of subbing for summer driving assignments. Association Members 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) Association Members, with the time being equally divided. One Association Member will drive the first half and the other Association Member the second half. Association members who drove regularly scheduled daily runs or special education runs the previous summer shall be placed on the bottom of the revolving seniority list. Association Members who share a summer driving assignment will sub for each other on the shared route.

b) **ASSOCIATION MEMBERS:** Association members falling inside the summer driving/subbing window of opportunity (defined as: All association members asked to drive for the summer by the last day of the regular school year) will on a rotating basis be selected for all incidental summer work assigned by the transportation supervisor (i.e. sub driving, trips, cleaning bus stalls, routing work etc.) those falling outside the window of opportunity will only be asked if those inside the window decline. If for any reason a summer run/route becomes available after the last regular day of school, all drivers inside the window will be asked. If all decline it will then be broke up and given out as trips. Work that is covered under other district employment agreements will not fall under this section.

14) **TRAINING DRIVERS.** Any Association Member 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 an Association Member 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.

i) **Association Members** 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.

15) LEAVES

a) **USAGE OF LEAVE TIME**

i) Association Member who violates the purpose to which the leave of absence was allowed will be subject to discharge. Association Member who do not report for work at the expiration of such leave of absence will be considered as having voluntarily quit.—An Association Member 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.

b) LEAVES WITHOUT PAY

- i) **Maternity Leave.** The Employer shall grant, upon request, a maternity leave, without pay, to a senior Association Member 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.
 - ii) **Expediency Leave.** Association Member 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.
 - iii) **Disability Leave.** A Association Member , 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 Association Member 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 Association Member having no loss of seniority.
 - iv) **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.
- c) **OTHER LEAVES.** Absences for reasons other than those listed in other sections of Section 15 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 Association Member ready and able to drive or subs can be hired.

16) PAID LEAVES

- a) **SICK LEAVE.** This is time, with pay, for assigned route that is scheduled for that day. Sick leave may be used for the Association Member'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 Association Member's presence is required. Immediate family is spouse, mother, father, parent-in-law, child, grandchild, brother, or sister
 - i) **Substitute Drivers:** Substitute Drivers shall not be entitled to sick leave benefits.

- ii) **Regular Association Members:** All regular Association Members who have successfully completed the probationary period shall be credited with ten (10) sick leave days per year.
 - (1) **Crediting:** Association Member shall be credited with sick leave days when school opens each year.
 - (2) **Pro-ration:** Should an Association Member 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 Association Member's last check.
 - (3) **Accumulation:** Sick leave may accumulate to a maximum of 110 days.
 - iii) **Incentive:** Association Members 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.
- b) **PERSONAL LEAVE.** Association Members 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) Association Member nor on any day immediately preceding or following a holiday for such Association Member. 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.
- c) **FUNERAL LEAVE.**
- i) **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.
 - ii) **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.
 - iii) **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 not to exceed one (1) day. This time will be deducted from sick leave. This time off is subject to the approval of the Transportation Supervisor or his/he designee.
- d) **COURT LEAVE.**
- i) **Jury Leave.** Any Association Member 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 (excluding any mileage reimbursement) and daily wages earned as a Association Member, if the jury pay is less than the driving pay including any trip the Association Member is scheduled to take that day. Association Members will make a copy of the jury compensation check and remit the reimbursement amount, less any mileage reimbursement, to the district.

- ii) **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.

17) RESIGNATION

- a) An Association Member 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.

18) SCHOOL RIGHTS

a) MANAGEMENT

- i) 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 Association Member with time on the clock to drive an assignment before the assignment becomes a bid.
- ii) 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.

b) MEDICAL EXAMINATIONS

- i) The Employer may require an Association Member 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 Association Member to properly discharge his/her duties, or which might be detrimental to the health and safety of the students and other persons.

c) EVALUATION

- i) 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

d) MANDATORY MEETINGS

- i) The District shall have the right to require Association Member' 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. E.

19) GRIEVANCE PROCEDURE

a) GRIEVANCE DEFINED

- i) 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.

b) INFORMAL SETTLEMENT

- i) An Association Member or a group of Association Members who believe that they have a grievance shall first discuss the matter with the immediate supervisor personally accompanied by an Association Member 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.

c) APPLICATION

- i) A party or Association Member having a complaint not settled informally may file a written complaint with the Association Member Grievance Committee. The Grievance Committee shall decide on behalf of the Association Member 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 Association Member from presenting a grievance and having the grievance adjusted without intervention of the Association Member if the adjustment is not inconsistent with the terms of this Agreement or if it does not involve another member of the Association Member.

d) STEPS IN THE GRIEVANCE PROCEDURE

- i) **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 Association Member 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 Association Member's

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

- ii) **Step 2.** If the decision of the supervisor is unacceptable to the Grievance Committee, the Grievance Committee may forward the grievance to the Superintendent, provided the grievance is presented to the Superintendent in writing within five (5) working days following the supervisor's decision. The Superintendent shall give his decision in writing over his/her signature within five (5) working days following presentation of the grievance by the Grievance Committee.
- iii) **Step 3.** If the decision of the Superintendent 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.
- iv) **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.
 - (a) **Mediation is a non-binding** dispute resolution process. This process involves the use of a state appointed third party to try to reach a mutually agreeable solution.
- e) **ASSOCIATION MEMBER 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.
- f) **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.

- g) **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.
- h) **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.
- i) **SCHEDULED MEETINGS**
 - i) The Grievance Committee representing the Association Member and the Employer shall meet whenever the Employer or the Association Member requests a meeting to discuss items of mutual concern.
- j) **WORKING DAYS**
 - i) Working days are student attendance days or shall be Monday through Friday during summer vacation. This pertains to Section 19 only.

20) SCOPE, WAIVER & ALTERATION OF AGREEMENT

- a) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an Association Member or group of Association Member with the Employer unless the same has been ratified by the Association Member 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.

21) ARTICLE 11 TERMINATION, CHANGE OR AMENDMENT

- a) This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect until June 30, 2013 (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, 2013 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 DRIVER ASSOCIATION:

Chanda Bellet
Connie Grogg
Jammi Right

FOR THE BOARD OF EDUCATION:

Todd D. Mora

FOR THE ADMINISTRATION:

Todd D. Mora

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