

6/30/83

1981 - 1983

**MASTER AGREEMENT**

between

**THE BOARD OF EDUCATION**

and

**RICHMOND COMMUNITY SCHOOLS  
BUS DRIVERS ASSOCIATION**

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

**Richmond Community Schools  
68931 Main Street  
Richmond, Michigan 48062**

*Richmond Community Schools*

INDEX

AGREEMENT . . . . . Agreement . . . . . Page 1

ARTICLE I . . . . . Recognition. . . . . Page 1

ARTICLE II . . . . . Compensation. . . . . Page 1

ARTICLE III. . . . . Absences . . . . . Page 5

ARTICLE IV. . . . . Grievance Procedure. . . . . Page 8

ARTICLE V . . . . . Board of Education Rights . . . . . Page 11

ARTICLE VI. . . . . Miscellaneous Provisions . . . . . Page 11

ARTICLE VII . . . . . Duration of Agreement. . . . . Page 14

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of Education of the Richmond Community Schools, Richmond, Michigan, hereinafter called the "Board," and the Richmond Community Schools Bus Drivers Association, hereinafter called the "Association."

### ARTICLE I

#### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all bus drivers but excluding executive, supervisory and office personnel. The term "Driver," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to male drivers shall include female drivers.

B. The Board agrees not to negotiate with any drivers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent an individual driver from presenting a grievance and having the grievance adjusted with or without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. A representative of the Association shall be given an opportunity to be present at the adjustment.

### ARTICLE II

#### Compensation

##### A. Regular Runs

1.	<u>1981-1982</u>	<u>1982-1983</u>
Regular Runs	\$6.82	\$7.12
Kindergarten	\$7.85	\$8.15
Shuttle	\$2.50	\$2.50
Pre-School	\$6.82 per hour	\$7.12 per hour
Special Education	\$6.82 per hour	\$7.12 per hour
Special Shuttle	\$4.95 per hour	\$5.25 per hour
Vocational Education	\$5.42 per hour	\$5.72 per hour

2. Beginning drivers are to have a beginning rate during the 90-day probation period of \$ .25 per run less than the schedule above.

3. No fringe benefits will be paid during the probationary period.
4. All runs include the following responsibilities:
  - a. Start bus 15 minutes before run.
  - b. Check bus lights, brakes, turn signals, flasher signals, gas, oil pressure, tires, first aid kit, fire extinguisher, flares, and whatever else is recommended by the State.
  - c. Keep front and rear windows of bus clean.
5. Drivers will be paid their regular run rate for the following:
  - a. Child accounting meeting and orientation meeting.
  - b. Each map prepared for child accounting, provided the maps are complete and acceptable for audit.
  - c. Layover amount per hour if unexpected cancellation of school is called, other than weather.
  - d. Layover time per hour from the time of the break down to the time the driver park the bus after delivery of students in excess of the normal time of the run.

#### B. Field trips

1. If a driver has an assigned trip and shows up for such trip and finds it has been cancelled, the driver shall be paid for one hour of driving time provided no attempt has been made to notify said driver in advance.
2. The driver or the school on a field trip involving extended lay-over time has the option of lay-over time or returning to the school and going back for pick-up. Delivery and pick-up is considered one trip. Lay-over time is paid only when a driver is with the bus or the group on the trip.
3. Drivers will be paid \$5.58 per hour for the 1981-1982 school year and \$5.78 per hour for the 1982-1983 school year for field trips.
4. Regular drivers who agree to drive special trips and are assigned a field trip during an attendance day will be paid only for their regularly assigned runs actually driven for that day in addition to the field trip pay; however, no driver will receive less than his normal daily wage as a result of a field trip.

5. Regular school field trips for which a school bus is used will be handled through the Richmond Community Schools Bus Drivers Association. Special trips for which classes raise money, have the right to be contracted out to commercial carriers. The Transportation Supervisor shall be notified three (3) work days before the trip, who the driver will be. If the Supervisor is not notified, the Supervisor has the right to give the trip to any driver who will take it.

C. A regular driver taking another regular driver's runs will be paid the same rate as the regular driver for the run they take. Part time drivers shall be asked first.

D. All drivers completing the bus school classes, will be paid their regular run rate per hour for class time.

E. Mileage will be paid for special evening meetings called by the school district for transportation purposes.

F. Bus drivers who are driving four or more runs per day are considered full time employees, those driving less than four runs per day are considered part time employees. Special run drivers driving less than 4 hours per day will be considered part time employees.

G. Drivers are to be paid as a regular working day in full when weather is the reason for cancellation of school.

H. Once a special education driver's hours have been established, they will not have time deducted because of the absence of a student.

I. Seniority prevails in all circumstances arising from any changes regarding routes, special runs, or anything which pertains to their duties. When an established run becomes open during the school year, the run will temporarily be filled, but the opening will be posted immediately and then it will be filled by seniority preference.

J. A regular driver who is reduced by the administration to a substitute driver, will maintain his regular driver seniority and will be given preference according to his seniority for any regular run.

K. Any regular driver completing ten (10) consecutive years shall be granted one week's vacation. This vacation shall be granted as extra pay on the 22nd pay of the school year.

L. The bus drivers will be paid their regular rates on the following holidays:

Thanksgiving Day	Memorial Day
Friday After Thanksgiving	Labor Day
Christmas Recess (10 days)	Teacher Conference Days (2 days)
Easter Recess (6 days)	

The bus driver, in order to obtain holiday pay, must work the scheduled work day before and after the holiday. It is understood that if a holiday falls on a school day, the drivers will drive.

M. Full time drivers as defined above will be given a \$12,000 term life insurance policy. Part time drivers as defined above will be given a \$8,500 term life insurance policy.

N. Blue Cross-Blue Shield will be paid at the family subscriber rate for the full 12 months for full time drivers as defined in Section F of this Article. Part time drivers will have the option of purchasing their own insurance. Summer payments must be on deposit in the Administration Office by May 15th. Those already covered by the school through husband or wife are not eligible.

O. The Board shall provide a Dental Care Plan for full time drivers of the bargaining unit and their eligible dependents, MESSA Plan E or its equivalent.

P. The longevity pay schedule for a regular driver shall be as follows:

At the end of 5 years of continuous service \$80 shall be paid. This is to continue through the 10th year.

At the end of 10 years of continuous service \$70 additional to the above shall be paid (total \$150). This is to continue through the 15th year.

At the end of 15 years of continuous service \$70 additional to the above shall be paid (total \$220). This is to continue through the 20th year.

At the end of 20 years of continuous service \$70 additional to the above shall be paid (total \$290). This is to continue through the 25th year.

At the end of 25 years of continuous service \$70 additional to the above shall be paid (total \$360). This \$360 maximum is to continue to be paid each year thereafter.

The anniversary date of employment as a regular driver shall be the determining date as to when each employee moves to the next level of the longevity pay salary schedule. Leaves of absence may not be included in the longevity schedule.

**Q. A participating terminal pay program shall be initiated as follows:**

**Bus drivers, upon termination of employment, will receive a terminal leave payment of sixty dollars (\$60) per year of accumulated seniority. A driver must have a minimum of 10 years of seniority to qualify.**

**In lieu of the above a driver may chose to participate in the terminal pay program:**

- 1. The driver upon termination of employment will receive a terminal leave payment of sixty dollars (\$60) per year of accrued seniority for the first ten (10) continuous years.**
- 2. After ten (10) years of continuous service the Board will match up to a maximum of sixty dollars (\$60) per fiscal year deductions for tax sheltered annuities.**
- 3. After twenty (20) years of continuous service the Board will match up to a maximum of one hundred twenty dollars (\$120) per fiscal year deductions for tax sheltered annuities.**

### **ARTICLE III**

#### **Absences**

**A. Drivers shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:**

- 1. Drivers shall be granted ten days of absence per year. The total number of days granted per year will be equated to runs. Runs not used may be accumulated to 300 runs. After 5 years of continuous service, any regular driver terminating employment will be paid for 40% of their unused accumulated sick time at their daily rate of pay.**
- 2. The total number of days of absence to which the driver is entitled during the ensuing school year shall be credited to his account on the first day that his duties begin during that school year, except first thru third year drivers who will receive one day per month which will be added at the end of the month.**
- 3. Drivers must be under employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.**

4. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing that within three (3) days of the date of the injury, a statement from his doctor is presented stating the number of days he will be unable to work.
5. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitled the injured driver to compensation under the provisions of the Workmen's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30th) consecutive day of absence. Commencing with the thirty-first (31st) day allowable days of absence shall be charged only for that portion in excess of the compensation payment. The school district shall supplement the workmen's compensation check with an amount sufficient to regular salary for a period not to exceed the accumulated allowable days of absence providing all workmen's compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's Office for recording.
6. Drivers may be requested to submit a statement from the attending physician. If a statement from another physician or clinic other than the one from the attending physician is required, the cost for such examination shall be paid by the Board of Education.

B. Drivers shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

1. A maximum of five days (5) each year, chargeable against accumulated allowable days of absence shall be granted. Unused days shall not accumulate.
2. The immediate family shall be defined as spouse, children, grandchildren, father, or mother of either spouse, sibling of either spouse, grandparent of either spouse, any other person acceptable as an exemption on the driver's income tax or any person who makes his home with the driver and in the judgment of the Superintendent is emotionally dependent on the driver as members of a household.
3. Absences caused by exposure to contagious disease in the immediate family where the driver, though not ill himself, is required by law or ordinance to be absent from work is chargeable against accumulated allowable days of absence.



**C. Drivers shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:**

1. A maximum of two (2) days each year, not chargeable against accumulated allowable days of absence shall be granted. Unused days shall not accumulate.
2. Personal business shall be defined as business that requires the presence of the driver and reasonably cannot be conducted at any time other than during the working day.
3. Absences because of personal business may be granted by the transportation supervisor. In cases where reasonable doubt exists as to its validity, the request shall be subject to the approval of the Superintendent.
4. A request for leave form must be filled out and approved five days in advance except in cases of emergency.
5. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.

**D. Drivers shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:**

1. The immediate family shall be the same as that described in Section B-2 of this Article.
2. A maximum of five (5) days each death, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
3. If the driver works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
4. If the day of death is a scheduled work day and the employee does not work on that day, the days allowed begin with and include the day of death.
5. If the day of death is not a scheduled work day or occurs during vacation periods, the days allowed are those scheduled working days which fall within nine consecutive calendar days including the day of death.
6. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

ARTICLE IV

Grievance Procedure

A. Definitions:

1. A Grievance shall mean a complaint by the Bus Drivers Association or bus driver that there has been an alleged violation or misinterpretation of specific provisions or articles of this agreement.
2. An Aggrieved Person shall mean the person who is a member of the bargaining unit covered by this contract, or the Association, making the complaint.
3. A Party in Interest shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term DAYS in this Article shall mean duty days, except where otherwise indicated.

B. General Principles:

1. Any Bus Driver who is a member of the bargaining unit covered under this contract, or any group of such bus drivers, or the Association believing that they are aggrieved may file a grievance in accordance with the principles and procedures designated in this Article.
2. It shall be mutually agreed that any bus driver participating in any professional grievance negotiations shall conduct said negotiations without interruption of his duty day. Released time shall be granted only upon mutual consent by the aggrieved person, the Association and the Superintendent. Such released time shall be without loss of pay.
3. A grievance may be withdrawn at any level without prejudice or record.
4. The Board representative shall note the time when the grievance complaint is received. If dispute shall arise as to time of filing, such notation shall be conclusive evidence of the date of its receipt. Level One of the Grievance Procedure must be invoked within five (5) days of the alleged aggrieved act.
5. Upon failure of the aggrieved person to file the grievance within the time limits specified in this Article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.

6. The grievance discussed and the decision rendered at Level One shall be placed in writing only at the request of either party.
7. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
8. Forms for filing and processing shall be designed and prepared by the Superintendent of Schools.
9. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - a. Failure to re-employ or the termination of the services of any probationary driver.
  - b. Any complaint for which there is another remedial procedure or forum established by law or regulations having the force of law.
10. The primary purpose of this grievance procedure is to secure solutions at the closest supervisory level possible. Both the Association and the Board agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any bus driver with a legitimate grievance to discuss the matter informally with his Supervisor as described in Level One of the procedures.

**C. Procedure:**

1. **LEVEL ONE:** Any bus driver may first discuss the problem with his immediate supervisor with the objective of resolving the matter informally.
2. **LEVEL TWO:** In the event the claimant is not satisfied with the disposition of the grievance at Level One, or in the event no decision has been rendered within five (5) days from receipt of the grievance by the immediate supervisor, the grievance procedure may be further invoked by presenting the grievance in writing to the Immediate Supervisor. Such actions must be taken within three (3) days of receipt of the decision at Level One or the expiration of the time limit for rendering such decision. Within ten (10) days from receipt of the written grievance by the Immediate Supervisor he shall render a decision as to the solution.
3. **LEVEL THREE:** In the event the claimant is not satisfied with the decision at Level Two, or in the event no decision is rendered within ten (10)

days, the claimant may refer the grievance to the Superintendent. Such action must be taken within three (3) days of receipt of the decision at Level Two or the expiration of the time limit for rendering such decision.

4. **LEVEL FOUR:** In the event the claimant is not satisfied with the decision at Level Three, or in the event no decision is rendered within ten (10) days, the claimant may refer the grievance to the Board of Education. Such action must be taken within five (5) days of the receipt of the decision at Level Three or the expiration of the time limit for rendering such decision.
5. Within thirty (30) days of the receipt by the Board of Education of the written referral, its Grievance Review Committee shall designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for considering the grievance.

A decision shall be rendered within fifteen (15) days of the receipt of the referral by the Board Review Committee.

The decision of the Board acting through its Board Review Committee shall be final.

6. **LEVEL FIVE:** In the event the claimant is not satisfied with the decision at Level Four, or in the event no decision is rendered within the time specified the claimant may refer the grievance to mediations. Such action must be taken within ten (10) days of the receipt of the decision at Level Four or the expiration of the time limit for rendering such decision.
7. The form for submitting grievances is available in the Superintendent's Office.

**D.** The general driver discipline procedure is as follows:

1. Inform the driver of the problem.
2. Discuss the problem with the driver.
3. Inform the Association Committee of the meeting.
4. Each problem is to be solved at the lowest level possible.

ARTICLE V

Board of Education Rights

A. The Board, 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 the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To determine bus routes, the hours of driving, field trips, schedules, the selection and maintenance of equipment, the duties, responsibilities, and assignments of all drivers and other employees with respect thereto, and with respect to administrative and non-driving activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and 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 of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE VI

Miscellaneous Provisions

A. Copies of this Agreement shall be printed at the expense of the Board of Education within 30 days of ratification and presented to all drivers now employed or hereafter employed by the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. As a condition of employment, all drivers annually shall be required to have a physical examination at the expense of the Board and by a physician designated by the Board. In the event the driver chooses to have the physical examination performed by a physician other than the one designated by the Board, the driver shall pay any amount in excess of the price the Board pays to its physician. New hires are to pay for their own physician for their first year of employment.

D. Chest X-rays or tuberculin tests shall be required every three (3) years of all employees. Proof of freedom from tuberculosis must be submitted to the Superintendent's Office before the first pay check in September is issued. Evidence of tests performed within a nine (9) months period preceding the first day drivers are to report for duty will be considered valid.

E. A bus driver, upon application to the Board of Education, may be granted a leave of absence without pay for a period no longer than one school year. A bus driver receiving such leave of absence will maintain his seniority and accumulated sick leave days, but will not accumulate seniority and sick leave during the period of absence.

F. A bus driver who is called on jury duty, will be paid the difference in salary between his daily salary and any pay he is paid for jury duty without loss of accumulated sick leave.

G. A chaperone or teacher located in the middle or back of the bus will be on all special run trips to maintain conduct and be sure the bus is left in neat order. It shall be the duty of the driver to inform the chaperones of this rule.

H. Bus drivers have a right to refuse to drive any bus that is mechanically unsafe and in any weather or conditions that are detrimental to the health and welfare of the students. Refusal to drive a bus for any reason other than the above mentioned will result in a suspension without pay for three days.

I. Buses used for field trips should be rotated and the bus driver whose bus is to be used should be notified, if possible, 24 hours in advance that his/her bus will not be there.

J. A seniority list shall be given to the Association at the orientation meeting and memos given to the Association each time a person is hired during the year.

K. Major complaints made by parents concerning bus drivers shall be written out and signed by such parents, a copy of such complaint shall be given to the Association.

L. Routes are to be picked by drivers no more than 2 weeks before, or less than one week before, school starts in the fall. Any driver not able to be here on the selection day must take the routes assigned.

M. The drivers shall have a telephone in the drivers' room.

N. When buses are shared, each driver is to be sure the bus is left in an orderly condition. Buses will stay with the driver each year that the bus is in service on a regular run whenever possible.

O. The Association acknowledges that during the negotiations that resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the Board of Education shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of the Association at the time that they negotiated this Agreement.

P. No one other than a qualified bus driver shall drive a bus for any school activity.

Q. Jackets shall be given to full time drivers with 3 years' seniority. Jackets will not exceed \$90.00 a piece. The Board will pick the company and make the purchase. The driver will not be entitled to a new jacket until the end of 5 years of use.

R. Cars leased for special education shall be leased with radios included as part of the equipment.

S. The school district will have buses washed once every week during the months of September 1st to June 15th whenever possible.

T. When regular drivers are absent, arrangements for substitutes will be made by the Transportation Supervisor.

U. Drivers are expected to fulfill driving commitments and may not deviate except with permission of the Supervisor.

ARTICLE VII

Duration of Agreement

A. This Agreement shall be effective as of July 1, 1981, and continue in effect until June 30, 1983, provided that upon written notice to the other party at least sixty days and not earlier than ninety days prior to the expiration date of this Agreement, either party may request the reopening of negotiations for the next succeeding agreement except that the negotiations may be reopened at an earlier date by mutual consent of both parties.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

RICHMOND COMMUNITY SCHOOLS  
BUS DRIVERS ASSOCIATION

By \_\_\_\_\_  
Shirley Barg

By \_\_\_\_\_  
Ruth Fink

By \_\_\_\_\_  
Francine Schmidt