

August 31, 1976

EMPLOYEE RELATIONS AGREEMENT between the Coopersville Area Public School's Board of Education, hereafter called Board, and the full-time Bus Drivers of the School District, hereafter referred to as Committee, for the period September 1, 1975 to August 31, 1976.

I RECOGNITION OF DRIVER'S COMMITTEE

A. It is agreed that annually at the beginning of the second semester all full-time school district bus drivers shall select a committee to represent them on matters concerning complaints, wages, and working conditions and that the Board herewith acknowledges the Committee as representative of such drivers for such purpose.

- 1 The Committee shall meet with the transportation supervisor or other administrators to discuss matters of mutual concern in order to provide understanding of situations prior to development of problems and shall relate the discussions to the drivers.
- 2 In the event of a complaint by a driver against the transportation supervisor, administration, or school district the Committee may serve as a body to discuss the matter and to seek a correction of the situation. This provision shall not preclude a driver from individually presenting a complaint through administrative channels.
- 3 All complaints must be directed to the transportation supervisor within one week of the cause of complaint; if not satisfactorily answered within three working days, the complaint may be submitted to the superintendent of schools with the same time limitations to apply. If a satisfactory answer is not received, the complaint may be presented at the next following Board of Education meeting for final disposition.

II MANAGEMENT RIGHTS

A. It is expressly understood and agreed that the Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it by the Laws and the Constitution of the State of Michigan and of the United States, including but without limiting to the foregoing the right:

- 1 To the executive management and administrative control of the school system and its properties and facilities, and the school related 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 adopt rules, regulations, policies, and practices in furtherance of the foregoing and to use judgment and discretion in connection therewith, limited only by the specific and express terms of this Agreement.

Coopersville Area Public Schools
Board of Education

Coopersville Area Public Schools
198 East Street
Coopersville, Mich.

4/24/04

III RESPONSIBILITIES OF DRIVERS

- A It shall be the responsibility of drivers to meet all state and local qualifications for their position including possession of valid chauffeur's license; bus driver certification based on competency tests, behind-the-wheel tests, and attendance at state mandated bus driver safety education courses; annual physical exam including TB test, and attendance at one annual pre-school orientation meeting.
- B Drivers shall be available for duty on regularly assigned runs and extra runs at a reasonable time prior to the scheduled start of the run except as noted hereafter.
- 1 A driver may request up-to thirty school days absence without pay or loss of seniority.
 - 2 On presentation of a physician's statement a driver may be allowed up-to 180 working days as medical leave without pay or without loss of seniority.
 - a. Suspicion of the existence of a physical or mental disability shall be sufficient grounds for the Board to order a physical or mental examination at the Board's expense by an appropriate qualified doctor and on the recommendation of the doctor based on such examination the Board may invoke involuntary medical leave.
 - 3 All regular drivers shall be placed on a roster by seniority of employment which roster shall be the basis of assignment of regular routes including kindergarten routes and double runs. Bidding on open runs shall be held on the sixth Friday after school starts or whenever, during the year, a route becomes open.
 - a. The change of a route from single to double run status or vice-versa or the addition of any route shall make that route open for bidding.
 - b. In the event of elimination of a route, the driver whose route has been eliminated may pre-empt the route of the driver with the least amount of seniority in that classification of route; i.e., regular run or noon kindergarten run. The person with least seniority who was 'bumped' shall have first option for being re-hired at the time of the next opening for a driver of that classification.
- C To the extent possible all extra trips shall be scheduled by noon each Monday for the next seven days.
- 1 An alphabetical roster of all regular route drivers who have been employed for thirty or more days shall be maintained and used for the assignment of extra trips outside the geographical boundaries of the school district. A similar roster shall be maintained for extra trips inside the geographical boundaries of the school district. These rosters need not apply to re-transportation of pupils from one school building to another within the school district.

- a. A driver may request his/her name be placed on either or both rosters and may later request his/her name be withdrawn from a roster and later request his/her name be re-instated on a roster.
 - b. A driver must notify the transportation supervisor not less than twenty-four hours in advance of scheduled departure time if a trip is to be declined, in which case that driver shall be by-passed until the next revolution of the roster. If a driver declines two consecutive trips, that driver automatically shall be by-passed for thirty calendar days.
 - c. If a trip is scheduled less than forty-eight hours of departure, the by-pass provisions of sub-paragraph (b) shall not apply.
2. The length of an extra trip shall be from scheduled loading time until actual unloading upon return plus ten minutes for bus clean-up.
 - a. The transportation supervisor shall use his discretion on whether to leave a driver at an extra trip location or to make the event two separate trips.
 3. The transportation supervisor shall use his discretion in making substitutions when a trip has been declined or when a driver is absent.
- D Drivers shall check the oil, water, and tires on their bus daily and shall gas their bus as needed. They shall also keep the tail lights, turn signals, flashers, mirrors, windows and 'Stop and Signal' legend clean as required by State Regulations. They shall sweep the interior of their bus at least once a week or as often as needed to keep it clean of gross dirt. Likewise, every 1000 miles they shall notify the transportation supervisor that maintenance is required and shall also notify the transportation supervisor directly whenever any mechanical problem is suspected or occurs. Power steering shall be checked by mechanics.

IV GUARANTEE TO DRIVERS

- A In consideration of the foregoing, the Board guarantees that to the extent possible:
1. An up-to-date, safe fleet shall be maintained.
 2. Drivers will be guaranteed pay for the minimum number of days the State requires for instruction. When school is closed for "Act of God" days, kindergarten and special education drivers may be expected to assist in notifying parents. Regular drivers will be paid the amount they would normally have made that day; substitute drivers will be paid for the first run missed.
 3. Drivers shall be notified of matters concerning transportation by means of announcements on a bulletin board and shall be called for meeting only as needed and then only for brief periods.
 - a. This shall not affect meetings of drivers called by the Committee.

- b. Drivers shall be expected to attend one orientation session at the beginning of the school year and such other administrative meetings as may be necessary.

B If weather conditions or mechanical failure cause a regular or kindergarten run to extend beyond one-half hour more than the average length of the run, there shall be additional payment for the time; if the extended time is less than one-half hour, there will be no additional payment.

V MISCELLANEOUS

A Transportation programs that are conducted under an educational contract with other school districts and/or school agencies are excluded from this Agreement. Trips which are totally under the control of the Coopersville School District, even though transporting pupils to or from other school districts, shall follow the provisions of this Agreement.

1. This Agreement shall not apply to drivers who are concurrently full-time school employees. This Agreement applies only to persons whose sole employment with the School District is as a bus driver.

B Determination of time for regular and kindergarten runs shall be made by the transportation supervisor based on the average actual time for the run plus the following bus preparation time allowance: fifteen minutes for a morning trip, five minutes for a noon kindergarten trip, twenty minutes for an afternoon trip.

VI PAYMENT FOR SERVICES

A Wage rates shall be as follows:

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| 1. Regular Runs (Single) | Base rate of 100% |
| 2. Regular Runs (Double) | 183% of base rate |
| 3. Noon Kindergarten Runs | 100% of base rate |
| 4. Special Education Routes | 85% of base rate equals hourly rate |
| 5. Field Trips | 60% of base rate equals hourly rate |
| 6. Field Trip Minimum | 100% of base rate |
| 7. Cancelled Field Trips | Field trip minimum if cancelled less than six hours before departure |
| 8. Driver Safety Education | Base rate per hour of class |
| 9. Administrative Meetings | Base rate per meeting |
| 10. Paragraph IV.B Conditions | 60% of base rate equals hourly rate |

B Other re-imbusement shall be as follows:

1. Actual cost of basic physical examination including TB skin test. Any special tests or X-rays shall be the responsibility of the individual driver. Payment shall be made directly to the doctor specified by the Board, or to the individual's doctor if prior approval is given by the Superintendent.
2. Once a year payment shall be made to return 1/3 expense of a three year chauffeur's license and mileage to Safety Education Classes when school transportation was not available.

VII DETERMINATION OF WAGES FOR 1975-1976

A. Base wage rate for 1975-76 school year shall be \$5.44.

RATIFIED BY Drivers 9/8/75

Board 9/9/75