

COLOMA COMMUNITY SCHOOLS
AND
COLOMA BUS DRIVERS ASSOCIATION

2016-17
2017-18
2018-19
AGREEMENT

July 18,2016

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COLOMA COMMUNITY SCHOOLS

THIS AGREEMENT, made and entered into this 18th Day of July 2016, by and between COLOMA COMMUNITY SCHOOLS, located at Coloma, Michigan, party of the first part, and hereinafter termed the Employer, and the Coloma Bus Drivers Association party of the second part and hereinafter termed the Bus Drivers.

WHEREAS: both parties are desirous of striving toward excellence in the operation of transportation for the Coloma Community School District.

WITNESSETH:

ARTICLE I RECOGNITION

The employer recognizes and acknowledges that the Bus Drivers Association is the exclusive representative in collective bargaining with the employer for those classifications of employees covered by this Agreement and listed in the attached schedule. It is further recognized that the Bus Drivers Association does not represent any substitute employees.

ARTICLE II MANAGEMENT RIGHTS

The school district retains the sole and exclusive right to manage and conduct its obligations in accordance with the laws of the State of Michigan, subject only to the condition that it shall not do so in any manner that constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the school district shall have the right to promulgate at any time and to enforce any rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the school district, including the right to use improved methods or equipment. It is further recognized that the responsibility of management of the school district for the selection and direction of the working forces, including the right to hire, suspend, discharge, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine the routes and stops, to assign employees to the bus runs, designate the places where buses are parked, make assignments of substitutes, make any changes in routes or procedures, and subcontract work normally performed by bargaining unit employees, is vested exclusively in the school district, subject only to the express provisions of this Agreement as hereinafter set forth.

ARTICLE III PROBATION

Except for the economic provision of this agreement, the probationary driver shall not be entitled to its protection(s) for the first ninety (90) calendar days following completion of all required training.

The summer months between the close of the school and the opening of the next year, shall not be counted toward the probationary period for school bus drivers.

ARTICLE IV
GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract. An employee whose name does not appear on the seniority list shall have no rights to the grievance procedure. Any alleged grievance that arose while the employee was in his probationary period may not be processed as a grievance after the employee completes his probationary period.

B. The Bus Drivers Association shall designate one spokesperson per classification to handle grievances when requested by the grievant.

C. The term "days" as used herein shall mean calendar days.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s).
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsection of this agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

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

E. Level One - An employee believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the Transportation Supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Bus Drivers Association. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or representative. Within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant and the Bus Drivers Association, the grievant may appeal to the Board of Education by filing a written grievance along with the decision of the superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the employee or representative an opportunity to be heard at the meeting for which the grievance was scheduled. Said meeting shall be held not more than seven (7) days after the regularly

scheduled board meeting. Within two weeks from the hearing of the grievance, the board shall render its decision in writing. The board may hold future hearings thereon or otherwise investigate the grievance, provided however, that in no event, except with express written consent of the Bus Drivers Association, shall final determination of the grievance be made by the Board more than two weeks after the initial hearing. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the Transportation Supervisor, the grievant(s) and the Bus Drivers Association.

Level Four - If the decision of the Board is unsatisfactory to the Bus Drivers Association and the employee, they may proceed to appeal the decision to the State Labor Mediation Board as provided by law.

F. Should an employee fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

G. The Bus Drivers Association shall have no right to initiate the grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or representative are to be on duty, unless a meeting is scheduled by the employer during the employee's duty hours.

ARTICLE V DISCIPLINE, DISCHARGE OR SUSPENSION

Section 1 - For the violation of any of the following rules, including but not limited to, an employee may be subject to discharge:

1. Insubordination or neglect of duty.
2. Immoral or indecent conduct.
3. Falsification of personnel records or other Employer records.
4. Knowingly marking the (electronic) timecard of another, having one's timecard marked by another or unauthorized altering of a timecard.
5. Theft or intentional destruction of Employer's or another employee's property or removal of school property from the Employer's premises without authorization of the Employer.
6. Sleeping on the job during regular runs.
7. Drinking or possession of alcoholic beverages on Employer's time, premises or equipment, or reporting to work while under the influence of alcoholic beverages or drugs.
8. Deliberate or careless conduct endangering the safety of himself/herself or others on school property or premises, including the provoking or instigating of a fight during working hours on Employer's premises.
9. Conviction of a felony while an employee of the Employer.
10. Conviction of any moving traffic violation while driving a school bus or other Employer vehicle.
11. Absence from work for one (1) regularly scheduled working day without an acceptable excuse.
12. Conviction of drunk or reckless driving while driving any vehicle whether owned by the

Employer or not. Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without written authorization of the Employer.

13. Any other offense of equal magnitude to the above.

Section 2 - For the commission of any of the following offenses an employee may receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, such employee shall thereupon be subject to discharge:

1. Late to work without an excuse acceptable to the Employer.
2. Carelessness that necessitates the scraping or repairing of Employer's equipment or property.
3. In-attentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of the Employer.
4. Horseplay.
5. Smoking in unauthorized areas.
6. Abusive, threatening, or coercive treatment of another employee.
7. Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
8. Creating or contributing to poor housekeeping in the school or equipment.
9. Vending, soliciting or collecting contributions on the Employer's time or premises without authorization from the Employer.
10. Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.
11. Failure to attend meetings called by the Employer without an excuse acceptable to the Employer.
12. Leaving the keys in the bus or leaving the bus running while there are children on the bus.
13. Any other offense of equal magnitude to the above.

Section 3 - If there is an accident that is the fault of the driver the driver will be required to undergo three (3) hours of unpaid training and practice in the parking lot. A second accident that is the fault of the driver will result in time off without pay. A third accident that is the fault of the driver will result in additional time off without pay and could result in termination of employment.

ARTICLE VI LIMITATION OF AUTHORITY AND LIABILITY

Section 1 - There shall be no strikes of any kind by the bus drivers during the term of this Agreement. Accordingly, the bus drivers agree that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

Section 2 - The word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges, or obligations of employment.

ARTICLE VII
GENERAL

Section 1 - The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 2 - The Employer shall provide a bulletin board in the facility where the employees hereunder are employed for the posting of seniority and for use of the Bus Drivers and Employer.

Section 3 - In case of emergency or whenever for a temporary period of time there are insufficient number of qualified drivers readily available to properly handle the needed work, this work may be performed by non-bargaining unit employees, supervisors or by usage of any other means available.

Section 4 - The normal work year for bus drivers shall be in accordance with the school calendar as established by the Board of Education.

Section 5 - Special trips and summer programs are not to be considered as regular hours of work.

Section 6 - All employees covered by this Agreement shall be required to report for work at the time established by the Employer.

Section 7 - Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employer of the contents of such communication.

Section 8 - Drivers shall possess the necessary qualities of patience, good judgment, tolerance, and other personal characteristics necessary to effectively control the discipline of bus passengers.

Section 9 - Drivers shall be prompt, present for work at all times unless ill or other just cause and to be clean and neat at all times.

Section 10 - As a condition of employment employees must satisfactorily pass a pre-employment physical examination and, following employment shall thereafter be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. The school will pay for the DOT physical only. Employees may also be required to satisfactorily pass annual examinations for tuberculosis.

Section 11 - Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved irrespective of how minor such accident may appear to be. Employees shall be required to fill out a report form made available by the Employer. All accidents must be policed.

Section 12 - It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment.

Section 13 - All bus drivers must comply with the state law regarding bus driver education. The rate of pay for bus driver education classes shall be \$12.60 per hour and shall be paid on the next pay period.

Section 14 - Whenever possible, economy and seniority shall be considered in the assignment and transfer of drivers.

Section 15 - Applicants and drivers shall be free from any physical defects that could interfere with the safe operation of a school bus and free from any communicable infections or contagious disease.

Section 16 - Drivers shall be clean and neat at all times, refrain from the use of tobacco on the bus, use no profane language in the presence of school children and at no time while at work be under influence of alcohol.

Section 17 - All drivers must be literate; that is, able to read, write and follow directions.

Section 18 - The Transportation Supervisor may adopt administrative rules in order to operate a safe, efficient transportation system. Such rules may be local or required by state law.

Section 19 - When a kindergarten student is dropped off, the driver must see an adult at the stop before the student is left off the bus. If no adult is visible the student is not to be let off and the driver will notify the school or Administration Building that the student will be returned to the school.

Section 20 - The Employer may, in its discretion, provide employees with legal assistance and/or liability insurance pertaining to the employee's performance of their duties.

Section 21 - All drivers shall attend in-service training meetings.

Section 22 - Beginning with the 2016-17 school year, all regular bus route driver's will be guaranteed a minimum of two (2) hours for their morning bus run and a minimum of two (2) hours for their afternoon bus run. Any time beyond two (2) hours will be paid at actual time. Driver's with a CDL or Chauffer's license will be guaranteed a minimum of one (1) hour for any Vocational/Special Education/ Math/Science Center Routes that only require a van. Any time beyond one (1) hour will be paid at actual time.

ARTICLE VIII SEPARABILITY AND SAVINGS CLAUSE

Section 1 - In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2 - In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiation for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE IX HOLIDAYS

All regular employees will be eligible to receive holiday pay based on their current hourly rate times the number of hours worked in a normal day.

Holidays include: New Year's Day, Christmas Day, Memorial Day, Labor Day, and Thanksgiving Day, and MLK Day.

Employees must work the working day before and after (if work is available).

ARTICLE X SICK LEAVE

Section 1 - Sick leave shall accrue at the rate of one (1) day per month worked, to a maximum of nine and one-half (9½) days per year. Sick leave may accumulate to a maximum of sixty (60) days. After three (3) years of continuous employment, a driver shall have five (5) days sick leave for that year, as of September. As of January of that year, the driver shall have four and one-half (4 ½) more days.

Section 2 - Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- b. Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day.
- c. Sick leave will be authorized when an employee is taken ill on the job.
- d. A bus driver may choose to be or not be paid sick leave for time off. This, however, would be contingent on if it was an allowable sick leave use and he/she would ask for a leave of absence.
- e. When an employee is found to abuse his sick leave privilege, he is subject to immediate dismissal by the Employer.

Section 3 - Sick leave may not be granted in anticipation of future service. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. S/he cannot be paid for both on the same day, nor will be he charged for a day of sick leave.

Section 4 - An employee who is sick shall notify the Transportation Supervisor the night before if possible, but no later than 5:30 a.m. for the morning run and at least two (2) hours before the afternoon run. The employee shall also notify the Transportation Supervisor the day s/he is sick whether s/he intends to work the next day.

Personal Business Days

Two personal business days per school year (non-accumulative): The personal day is deducted from sick days. Prior notification must be given to the Transportation Supervisor. It is understood the personal business day is to be used only for those activities that cannot normally be taken care of other than during regular driving hours. It is expressly understood that a business day shall not be used for hunting, fishing, shopping or other such recreational activities.

Bereavement Leave

Five (5) days of bereavement leave may be used for funerals of the following members of a bus driver's "immediate family" - - spouse, child (including step-children), parent, or other persons for whom the bargaining unit member is legally responsible. Up to three (3) days of bereavement leave may be used for funerals of the bus driver's "immediate family" defined as follows: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew.

Emergency Absences

If a driver is unable to report for an assigned run because of a personal emergency s/he must immediately notify the Transportation Supervisor. If the Supervisor is unavailable the driver must notify the Administration Building, which will in turn notify the Supervisor. The Supervisor will meet with the driver at a later date to determine the validity of the emergency. A note left on the Supervisor's desk is not considered an acceptable method of notification.

Subpoenaed Days

Any driver subpoenaed to testifying during regular driving hours in any judicial matter because of the driver's role as an employee of Coloma Community Schools or other matters subject to superintendent or designee prior approval shall be compensated by the district at his/her regular rate of pay for actual court hours, plus 15 minutes before and 15 minutes after court hours. It is expressly understood that this provision does not include matters between the driver and/or Association and/or the School District.

ARTICLE XI
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 right and opportunity are set forth in this Agreement. Therefore, the Employer and the Bus Drivers for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XII
SALARIES, EXTRA TRIPS AND BUS WASHES

<u>Salaries:</u>	<u>2016-17</u>
1st Step	\$12.60 - Training/probationary period (90 calendar days)
2nd Step	\$14.60 - after completing probationary period/Chauffeur's license*
3rd Step	\$16.32
4th Step	\$17.07
5th Step	\$17.24

Driver's will progress from the 1st step to 2nd step once training is complete and they have completed the probationary period successfully. Progress on any future steps will be made at the beginning of the fiscal year (July 1) provided the driver was employed for at least 6 months (no later than January 1) in the previous year.

*Driver's of van routes operating only on a Chauffeur's license will be paid on the probationary rate for their probationary period and on the 2nd step once their probation is complete. Driver's operating on a Chauffeur's license cannot progress any further then step 2 on the salary schedule.

Insurance:

After the probationary period, if a driver regularly works thirty (30) hours or more per week, the Board will offer, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, to contribute the assigned maximum hard cap figures, as determined by the Department of Treasury for the state of Michigan, for health care premiums and ancillary benefits. The Board will name the carrier.

For 2016-19 (the length of this agreement), the Board will contribute the assigned maximum hard cap figures, for single coverage, as determined by the Department of Treasury for the state of Michigan, for health care premiums and ancillary benefits, for any employee that chose insurance coverage during the 2015-16 school year. All employees that did not choose insurance coverage through the district in 2015-16, and those hired after July 1, 2016, will be subject to the thirty (30) hour requirement to be eligible for insurance coverage.

Extra Trips:

Night trips (after 4:30 PM) Saturday, Sunday and non-school day trips shall be paid at a rate of \$14.60 per hour once a driver completes the probationary period. Day trips will be paid at the driver's regular rate. If overnight lodging is required drivers' pay will stop at the end of the activity. The school will arrange and pay for the overnight accommodations. When necessary and prior arrangements have been made with the transportation director, the school will pay for meals at the following rate:

Breakfast -	\$6.00
Lunch -	\$8.00
Dinner -	\$10.00

- A. All trips will be posted in the drivers' room at least two (2) days prior to the date of the trip, if possible, for bus drivers' information. After the bus driver refuses five (5) consecutive trips, s/he will be taken off that list.
- B. Top drivers up for trips on that day will have choice of trips available. Driver will choose the remainder of trips for that day in order of seniority.
- C. Driver's that do not regularly exceed thirty (30) hours will be limited in extra trips unless there is no other driver's available to do the trip. Driver's that regularly exceed thirty (30) hours will be limited to no more than forty (40) hours unless there is no other driver's available to do the trip. All hours in excess of 30 hours for employees that do not regularly work 30 hours and any overtime for those that regularly work over 30 hours must be approved by the Transportation Supervisor prior to any extra trips.
- D. Probationary drivers will not be offered an extra trip unless it has been offered to and refused by all regular drivers.
- E. Putting a trip on the day or night roster will be determined by the larger amount of time before or after 2:00 p.m.
- F. Pay will be at the day rate before 4:30 p.m. and at the night rate after 4:30 p.m.
- G. The bus driver must sign up for the trips s/he is interested in by the first Friday of the school year.
- H. Local Extra Trips - The bus driver can take an adult person (without pay) if approved by supervisor and sponsor.
- I. When a driver takes an extra trip and misses his/her regular afternoon run or runs, s/he will be paid for their guaranteed two (2) hours at their regular rate, and any extra hours at the extra trip rate (after 4:30 PM).
- J. The past practice of allowing a coach(es) to drive a bus to an athletic event **will** be continued.

Whenever extra trips are required, the driver shall be selected from the seniority list. The employees with more seniority shall have preference with respect to the acceptance or rejection of an extra run. Each driver will have the opportunity to either accept or reject the extra trip when their name rotates to the top of the seniority list, with the driver with the least seniority required to take the extra trip. An employee who accepts or rejects an extra trip shall be placed at the bottom of the rotating seniority list. After the probationary period drivers can go on the trip list.

Bus Cleaning

1. Bus Washes:
 - a. Drivers will be reimbursed at a rate of \$35.00 per bus wash.

- b. Allowable bus wash reimbursements are limited to one (1) per month, except for the months of December, January, February and March when the limit will be two (2) per month.
- 2. Inside of bus, back windows, and any safety area is part of daily maintenance.

Filling Regular Routes:

When a bus route opens up, drivers get first opportunity to bid on the route by seniority.

Filling Vocational/Special Education/Math/Science Center Routes:

When a Vocational/Special Education/Math/Science Center route requires a bus, drivers will get the opportunity to bid on the route by seniority. When a Vocational/Special Education/ Math/Science Center route requires only a van, the route may be filled, at the discretion of the Transportation Supervisor, by a driver that only has a chauffeur's license.

ARTICLE XIII
School Closing

- A. When an act of God or an Employer directive causes the closing of school, drivers shall be excused from reporting to duty without the loss of pay for up to three (3) days. If a driver has available sick days and chooses to, s/he may use one (1) sick day for a fourth (4th) snow day. Emergency closing beyond the fourth (4th) day shall not be paid. However, these days (beyond 3), shall be paid at such time as the days are made up. Make-up days shall be as are required by the district to receive full state aid or as otherwise determined by the district.

ARTICLE XIV
Termination of Agreement

This agreement shall be in full force and effect until June 30, 2019.

Salary and insurance items for each party open for negotiation June 2017.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this July 18, 2016.

COLOMA COMMUNITY SCHOOLS

BUS DRIVERS ASSOCIATION

Peter Bush, Superintendent

