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6/30/93

**Master Contract**

**Between**

**Eaton Rapids Bus Drivers Association**

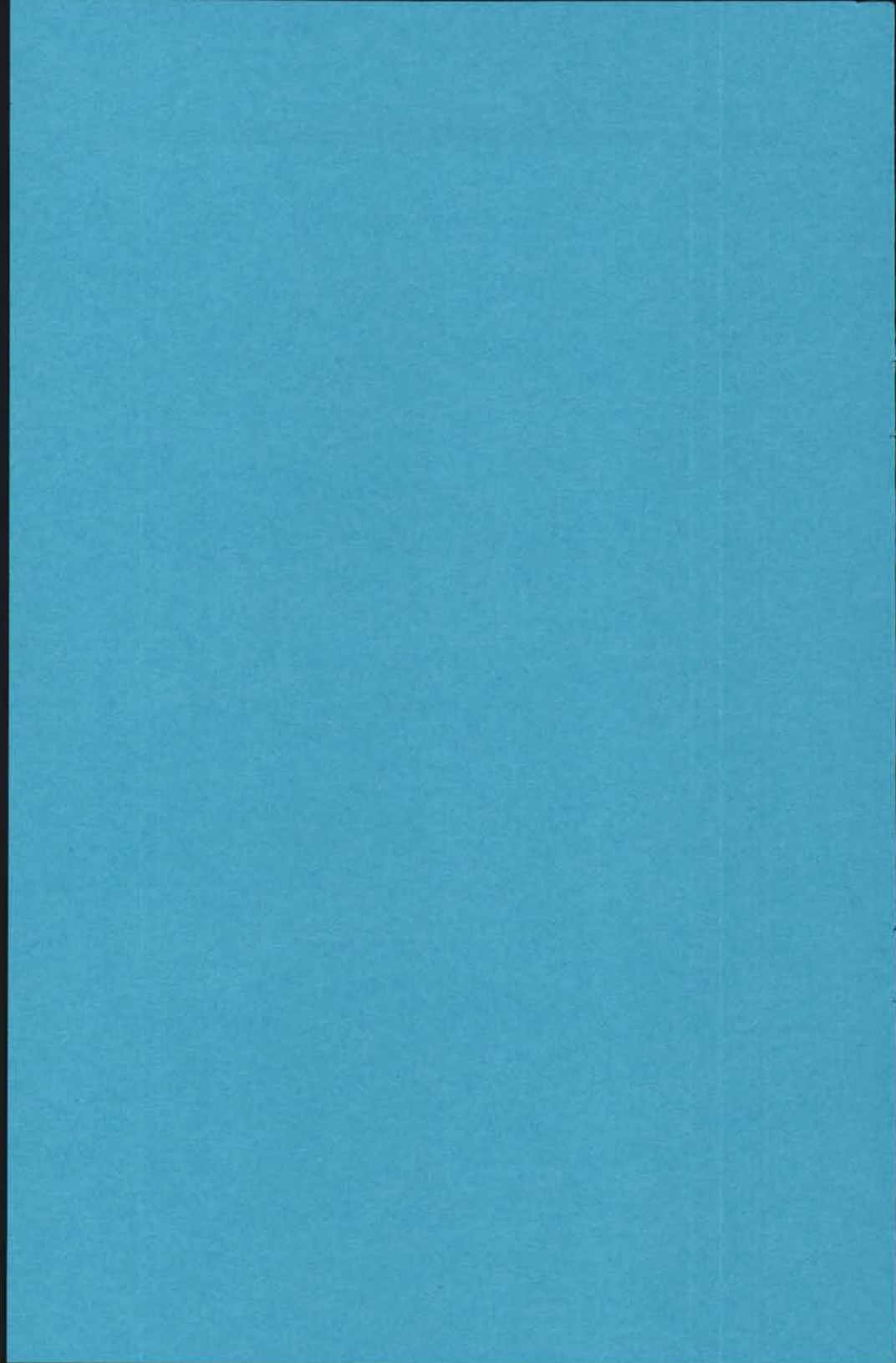
**and**

**Eaton Rapids Public Schools Board of Education**

**1990-1993**

*Eaton Rapids Public Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

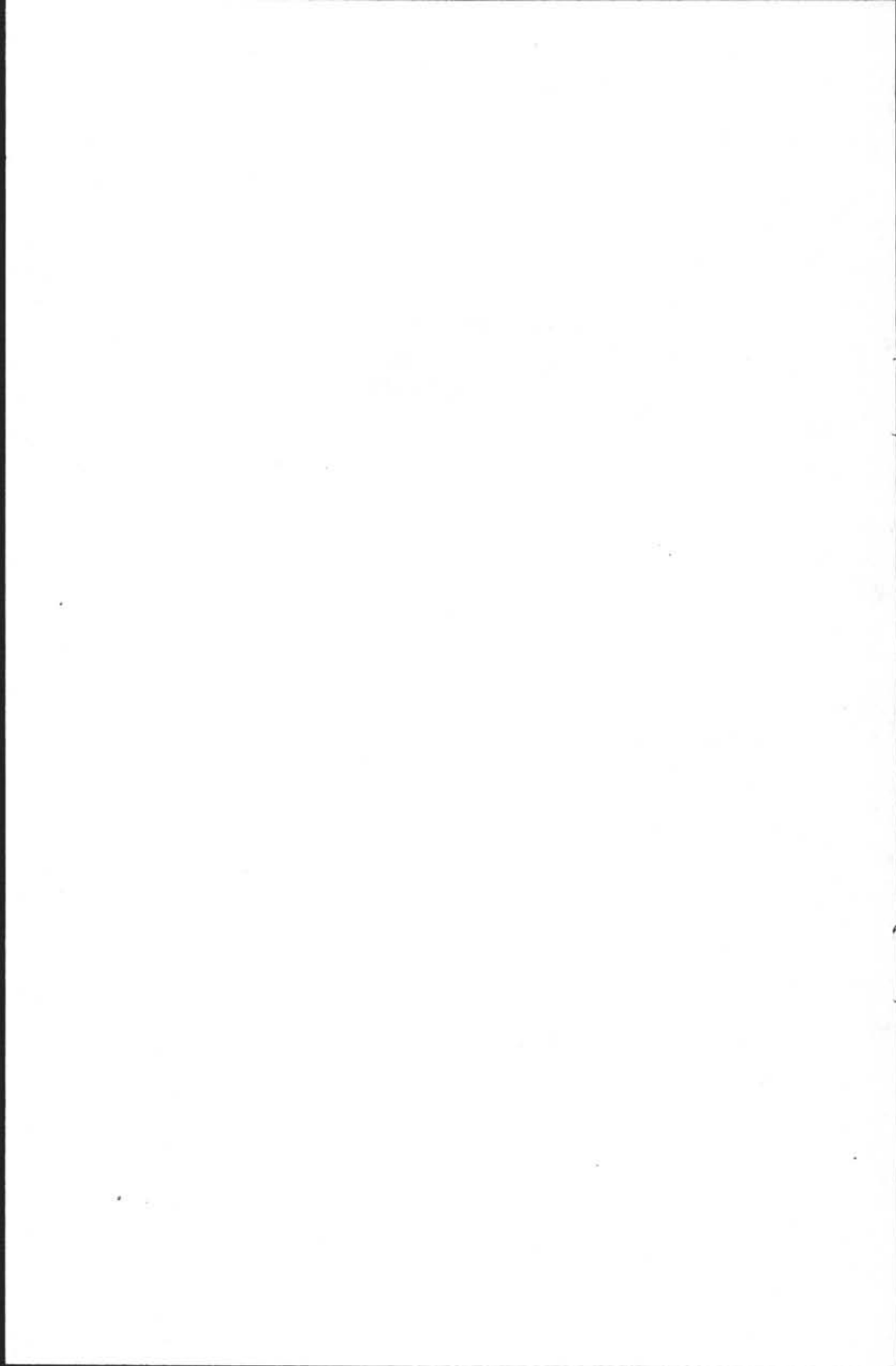


BUS DRIVERS' AGREEMENT

July 1, 1990 - June 30, 1993

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PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its bus drivers personnel with respect to hours, wages, terms and conditions of employment. It is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Bus Drivers Association as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379, Michigan Public Acts of 1965 for all regularly employed and assigned school district bus drivers, excluding supervisors, mechanics, executives, casual employees, and all other employees. The Bus Drivers Association represents the following classifications of bus drivers:
1. Regular Bus Driver --- One who drives routes where the majority of students are regular or vocational education students.
  2. Special Education Driver --- One who drives routes where the majority of students are special education students.
  3. Substitute Driver --- One who is not assigned to a full-time route.
  4. Probationary Driver --- One who has less than sixty (60) calendar days on his/her own full-time route.
- B. The Board agrees not to negotiate with any bus drivers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual bus driver from presenting a difference and having the difference resolved without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any bus driver's rights he/she may have under the Michigan General School laws or applicable civil service laws and regulations. The rights granted to bus drivers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II - BOARD RIGHTS

- A. The Board of Education retains and reserves 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.
1. To executive management and administrative control of the school system and its properties and facilities.

2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees in their own classification.
3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
4. To require all regular and substitute drivers to undergo annual group drug/alcohol testing as a condition of employment. Furthermore, the Board reserves the right to require testing of individuals at any time that there appears to be just cause. It is understood that a positive drug or alcohol test will result in the immediate termination of employment with the district.

#### ARTICLE III - DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Association. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

Drunkenness, dishonesty, insubordination or willful violation of agreed upon rules.

#### ARTICLE IV - SENIORITY

- A. Seniority date is the date sixty (60) calendar days after the driver receives his/her own full-time route.
- B. There shall be two (2) separate seniority lists --- Regular and Special education. These lists shall be updated yearly and posted in the drivers' lounge at all times.
- C. Employees may lose their seniority if:
  1. They quit.
  2. They are suspended or discharged under the provisions of this contract.
  3. They fail to report to work within three (3) days after the termination of a leave of absence.
  4. They are absent one (1) working day without notification to the supervisor.
  5. The employee accepting full-time employment (40 hours per week) within the school system during the calendar school year not covered under the terms of this Agreement will relinquish his/her seniority rights.

ARTICLE V - GRIEVANCE PROCEDURE

- A. Informal -- Should any difference arise between any bus driver or drivers and the Eaton Rapids School District as to the meaning or application of the term and provisions hereof, such differences should normally be adjusted by direct contact between the driver or drivers and his/her immediate supervisor within ten (10) days of alleged violation.

The Association and the Eaton Rapids School District believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.

A grievance is a difference involving a bus driver or drivers and the Eaton Rapids School District pertaining to any article or section of the working agreement, and wages, hours, or working conditions.

If not so settled, it shall formally be disposed of in the following manner:

1. Step One - The difference (hereinafter referred to as the grievance when placed in writing) shall be promptly placed in writing by authorized representative or representatives of the Association and submitted to the district's Transportation Supervisor within three (3) working days.
  - a. The Transportation Supervisor and Business Manager shall submit an answer within three (3) school days in writing. One (1) copy of his/her decision shall go to the grievant, one (1) copy to the Association Representatives.
2. Step Two - If the grievance is not settled in Step One, the Association Grievance Committee shall, within three (3) school days after receiving the decision of the Business Manager, submit the grievance to the Superintendent of Schools or his/her designated representative, who shall, as promptly as possible, but within five (5) days after the grievance is submitted to him/her, meet with that committee and endeavor to settle the grievance.
  - a. A copy of the decision shall be delivered to the driver/drivers involved, the Association Representatives, Transportation Supervisor, and Business Manager.
3. Step Three - If the grievance is not settled in Step Two, the Association Grievance Committee shall, within five (5) school days after receiving the decision of the Superintendent, submit the grievance to the Board of Education, who shall, as promptly as possible, within thirty-one (31) calendar days, meet with the Association Grievance Committee in an effort to settle the grievance. A copy of this decision shall be delivered to the Association Representatives and to the School Superintendent.



4. Step Four - Appeal to Arbitration

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of this Agreement, the Association or the Board may, within five (5) calendar days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step Three, but will not be arbitrable.
- b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated. Parties shall attempt, within ten (10) working days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
- c. It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific Article and Section of this Agreement.
  - (1) He/she shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
  - (2) He/she shall have no power to rule on any matter involving the failure to re-employ a probationary bus driver.
- d. At the time of the arbitration hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the hearing shall be made. The Board and the Association will have the opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- e. The fees and the expenses of the Arbitrator and the fees and expenses of the arbitration shall be shared equally by the Board and the Association. The expenses of, and the compensation for, each and every witness and representative for either the Board or the Association and the expense of any transcript shall be paid by the party or parties requesting the transcript or the party or parties producing the witness or having the representative.



- f. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board.

ARTICLE VI - LEAVES OF ABSENCE

- A. Leaves of absence without pay shall be granted for reasonable periods of time for the purposes listed below and for no longer than one (1) year:
1. Physical or mental illness.
  2. Maternity leave shall be granted without pay, commencing at a time determined by the expectant mother. Those that desire to be employed beyond the fourth month shall furnish her attending physician's statement giving a date up to which she may be employed.
  3. Training related to an employee's regular duties in an approved educational institution.
  4. Prolonged serious illness in the immediate family includes husband, wife, children or parents living in the same house.
  5. Leave time may be granted by the Transportation Supervisor for personal business.
- B. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, and a copy shall be sent to the Association. The maximum period for a leave shall be one (1) school year. Whenever a driver requests from ninety (90) days to one (1) year's leave of absence, they will be reinstated at the salary step and seniority as that held at the time of leaving, and will be given the first run which is available upon their reinstatement.
- C. Leaves may be granted at the discretion of the employer for reasons other than those listed when they are deemed beneficial to the employer. Probationary employees shall not be eligible for leaves of absence.
- D. Employees returning from a medical leave of absence must notify the Transportation Supervisor, in writing, of his/her intention to return to work and will be required to furnish a physician's statement indicating that he/she is physically able to return to work. The driver returning from a medical leave of absence will be returned to the route he/she had driven prior to the leave of absence. The bus driver shall notify the Transportation Supervisor in writing of his/her intent to return from an unpaid leave of absence no later than June 1, prior to the termination of the leave.

- E. Personal Business Day: Up to one (1) day per year with pay may be used for the conducting of personal business which cannot be conducted on other than a workday. All requests for use of a personal business day must be submitted, in writing, to the Transportation Supervisor on the official request form at least one (1) day in advance of the date on which the employee desires the leave to commence. Personal Business Days shall not be granted the day prior to or immediately following scheduled school vacation or holiday periods. Entitlement to a Personal Business Day shall be subject to the express written approval of the Transportation Supervisor. Personal Business Days are non-accumulative.

ARTICLE VII - PAID SICK LEAVE

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month worked. It is understood that part-time employees shall be entitled to a pro rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement. Sick days for regular drivers with kindergarten routes will be 1/3, 1/3, 1/3. Sick days for regular drivers will be 1/2, 1/2.
- B. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical treatment. Sick leave shall also be granted when an illness in the immediate family necessitates the attendance of the employee. Sick leave is not accrued/earned while an employee is on an unpaid leave of absence.
- C. The administration has the right to place a bus driver on sick leave when it is felt the driver may be jeopardizing safety, due to physical or mental problems, if allowed to drive.
- D. Employees with less than five (5) years of service credited toward their Michigan School Employees Retirement Program will receive 50% of their present wage scale per unused sick leave days accumulated to a maximum of 30 days upon termination of employment.

Employees with more than five (5) years of service credited toward their Michigan School Employees Retirement Program will receive 100% of their present wage scale per unused sick leave days accumulated to a maximum of 30 days upon termination of employment, retirement, or death of employee.

It shall be the responsibility of the employer to provide the evidence of more than five (5) years of service credited toward their Michigan School Employees Retirement Program.

- E. All sick days accumulated over thirty (30) will be paid at the normal rate of pay at the end of each school year.
- F. An employee shall not be able to draw sick leave benefits while receiving workmen's compensation benefits.

ARTICLE VIII - FUNERAL LEAVE

Funeral leave shall consist of five (5) days paid leave (non-accumulative) per year for immediate family (wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law). Funeral leave may be added for others at the discretion of the Supervisor.

ARTICLE IX - ROUTES AND TRIPS

A. Regular Drivers — Routes and Trips:

1. Each driver will be entitled to keep the routes that are assigned to him/her upon the closing of school the previous year if he/she so desires. All kindergarten routes and kindergarten substitutes will be chosen by seniority at the start of each school year.

Drivers presently holding a route and wishing to change may, prior to the start of the school year, place their route on a list to be rebid, by seniority, by the drivers desiring change.

2. Bus routes will be timed at the start of every school year by the drivers. They will submit a time sheet to the Supervisor who will use it to help determine a fair and just pay schedule. Either the driver or the Supervisor may request a new timing during the year when they feel the rate of pay is not commensurate with the hours actually worked. A driver that is not satisfied with a new time assigned his/her route shall use the grievance procedure to seek relief.
3. Route vacancies will be posted on the bulletin board for a period of three (3) working days. All interested drivers shall sign within this three (3) day period. The route will be assigned to the driver with the most seniority. Routes which become vacant in the summer shall be bid in accordance with Article IX, Section A-1.
4. All extra trips shall be posted at least three (3) days in advance and assigned 24 hours before the scheduled trip. All unpaid leave hours and vacation time will be charged to drivers total time on extra trip sheet only. The regular driver, when substituting on another route to help out, shall not have these substitute hours charged to the extra trip sheet. Time lost while on workmen's compensation shall not be charged to the extra trip sheets. Assignment of extra trips will be done in accordance to least total hours worked, to include regular run and extra trip runs, with seniority breaking the tie (per extra trip sheet). Summer run hours shall not be considered in making these assignments.
5. Regular drivers shall have priority over substitute drivers. When a regular driver and a substitute driver both sign for an extra trip, the trip shall be given to the regular driver.
6. All extra trips shall be paid no less than one (1) hour minimum.

7. All extra trips will be first driven by members of the Eaton Rapids Bus Drivers Association, then Transportation Supervisor or mechanics if needed.
8. All extra trips shall have a scheduled adult chaperone for each bus before they are approved.
9. It shall be the responsibility of the sponsor of a trip to know the directions, destination and where the bus may be parked. This is to be given to the driver before the trip, along with a list of passengers.
10. A driver who feels his/her bus is overloaded so as to jeopardize safety shall use the grievance procedure to seek relief.
11. No unscheduled passengers will be allowed to ride on any bus without the consent of the Supervisor.
12. All drivers who wish summer driving should put their names on a list by June 1. Summer drivers will be picked from the list according to seniority.
13. The Transportation Supervisor may assign extra trips in the event no driver signs for the trip.
14. New bus routes are to be added or deleted as needed by the Transportation Supervisor. He/she will have the authority to combine these new routes with other routes as he/she thinks best. He/she shall consider the routes involved, the feelings and seniority of the drivers, the estimated costs and other pertinent data when making his/her decision. When a route is deleted, the driver with least seniority will become a substitute driver until a regular run becomes available (vacant). A driver will retain their regular pay rate and seniority as a substitute driver under this condition.
15. The Transportation Supervisor has the authority to assign transportation related duties to drivers when they are in a non-driving paid situation such as between runs or at an extra trip event. These duties may include transfer runs, child supervision or the guarding of the school bus.
16. Items 8 and 9 will be explained on each bus request form.
17. Any extra trip cancelled 30 (thirty) minutes or less before scheduled regular departure time will result in the driver being compensated for their afternoon regular run.
18. Full-time drivers may only substitute for a driver in their own classification, e.g. special education or regular routes. Full-time drivers may not drive in both classifications at any given time.

B. Special Education Drivers — Routes and Trips:

1. Each driver will be entitled to keep the routes that are assigned to him/her upon the closing of school the previous year if he/she so desires.
2. Drivers presently holding a route and wishing to change may, prior to the start of the school year, place their route on a list to be rebid, by seniority, by the drivers desiring change.
3. Route vacancies will be posted on the bulletin board for a period of three (3) working days. All interested drivers shall sign within this three (3) day period. The route will be assigned to the driver with the most seniority. Routes which become vacant in the summer shall be bid in accordance with Article XI, Section I.
4. No unscheduled passengers will be allowed to ride on any bus without the consent of the Transportation Supervisor.
5. New bus routes are to be added or deleted as needed by the Transportation Supervisor. He/she will have the authority to combine these new routes with other routes as he/she thinks best. He/she shall consider the routes involved, the feelings and seniority of the drivers, the estimated costs and other pertinent data when making his/her decision. When a route is deleted, the driver with least seniority will become a substitute driver until a regular run becomes available (vacant). A driver will retain their regular pay rate and seniority as a substitute driver under this condition.
6. Full-time drivers may only substitute for a driver in their own classification, e.g. special education or regular routes. Full-time drivers may not drive in both classifications at any given time.
7. Special education drivers may be certified on a 66-passenger bus if that driver requests it.
8. Special education trips shall be driven by special education drivers only. In the event no special education drivers are available, substitute drivers will be selected at the discretion of the Transportation Supervisor.

C. Substitute Drivers — Routes and Trips:

1. Substitute drivers are eligible to drive regular or special education routes.
2. A vacant regular or special education route shall be assigned according to the date of which the application was processed.

ARTICLE X - ASSIGNMENT OF NEW BUSES

- A. The Transportation Supervisor reserves the right to assign a bus or buses to the routes or extra trips.
- B. Bus drivers will be required to drive a spare bus while their bus is in the garage for maintenance.

ARTICLE XI - SAFETY MEETINGS

- A. Drivers are required to attend all administratively approved safety meetings for which they will be paid at the rate of five (5) dollars per hour.
- B. Mechanics will, in the morning, check under the hood of all buses.

ARTICLE XII - DRIVER COMPENSATION

- A. Wage Schedule:

|                    | <u>1990-91</u> | <u>1991-92</u> | <u>1992-93</u> |
|--------------------|----------------|----------------|----------------|
| Starting Probation | \$ 9.48        | \$ 9.73        | \$ 9.98        |
| First Year         | 10.07          | 10.33          | 10.60          |
| Second Year        | 10.59          | 10.87          | 11.15          |
| Third Year         | 11.13          | 11.42          | 11.72          |
| Fourth Year        | 11.65          | 11.95          | 12.26          |

- B. New drivers will be considered off probation sixty (60) calendar days after the driver receives a regular route. Probationary employees do not have recourse to the protection of this contract.
- C. Extra trips will be paid from the Article XII (A) Wage Schedule. From the time of departure from the bus garage to return to the bus garage, the driver shall stay with the trip.
- D. Kindergarten routes will be paid the Article XII (A) Wage Schedule. Kindergarten substitutes will be paid the Article XII (A) Wage Schedule and when going out on bad days and on the three (3) days learning the route.
- E. Dry runs (if required) to be paid at regular rate.
- F. There shall be a one and one-half (1 1/2) hour minimum pay for regular routes.

A "Route" is the time a driver leaves the bus lot and completes route(s) (a.m., p.m., special education, kindergarten) to the time the driver returns to the bus lot.

- G. Longevity Pay - Longevity payments will be made to all employees covered by this Agreement according to the following schedule based on the years of service with the employer:

Longevity Pay

- |  |              |
|--|--------------|
| 1) With five (5) years but less than ten (10) years            | --- 15 cents |
| 2) With ten (10) years but less than fifteen (15) years        | --- 25 cents |
| 3) With fifteen (15) years but less than twenty (20) years     | --- 35 cents |
| 4) With twenty (20) years but less than twenty-five (25) years | --- 45 cents |
| 5) With twenty-five (25) or more years                         | --- 55 cents |

Longevity pay will be computed each pay period and will be added to the regular pay of the employee.

- H. Drivers will be paid 12 minutes per day, in addition to their regular pay for maintenance of their assigned bus.
- I. Bus Drivers shall be eligible to receive pay for those days declared by the school district as "Act of God" days, provided that the school district is not required by law to make up "Act of God" days. In case the school district is required to make up all "Act of God" days, the driver will be compensated for the "Act of God" day and will not be compensated for the make-up day if worked.

Substitutes will be paid for that day if they were scheduled to work and the regular driver does not receive compensation for that day.

- J. Physical examinations and TB tests will be paid for by the Board of Education. X-Rays will be paid for only when a skin test is not possible for medical reasons.

Physical examinations may be conducted by the employee's personal physician. The Board shall not be responsible for physical examination costs exceeding \$65.00. The employee shall process personal medical insurance coverage whenever applicable and the Board shall be responsible for the unpaid balance, not to exceed \$65.00.

- K. Bus Drivers shall be paid a normal day's pay for Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day (provided Presidents' Day has not been changed to a student attendance day as a make up for an "Act of God" day, as a requirement for the district's receipt of state aid), Memorial Day, and July 4, providing the bus driver has worked the workday prior to and the workday following the holiday. Sick days count as days worked. Labor Day shall also be a paid holiday if school starts prior to Labor Day.

Substitutes will be paid holiday pay if they are scheduled to work the day before and the day after the holiday if the regular driver does not receive compensation for that day.



- L. An employee shall be paid at the rate of time and one-half for all work in excess of forty (40) total hours in any workweek.
- M. The Board will reimburse the driver for the difference between a regular driver's license and both a chauffeur's license and a commercial driver's license (CDL). It shall be the responsibility of the driver to submit proof of securing the chauffeur's license and/or the CDL and initiate the request for reimbursement.
- N. A leave of absence with pay will be granted for jury service or a court appearance as a non-party witness in criminal proceedings, or when named as a party defendant in a suit incidental to the bus driver's employment, provided that the bus driver remits directly to the Superintendent of Schools all monies received for such appearance, less reimbursed personal expenses.
- O. Extra pay of \$20.00 per route, provided all paperwork is completed accurately and turned in on time. This extra pay to be paid at the end of the completed school year for elementary, secondary, kindergarten, special education, and vocational education routes.
- P. A driver will receive regular wages for days when a bus breaks down and no other vehicle is available to do the route.
- Q. Drivers shall be eligible to get school I.D. cards for their children so they shall be able to obtain year passes to home activities as available to middle and high school students.

#### ARTICLE XIII - PROTECTION OF EMPLOYEES

- A. Limited liability insurance carried by the Board shall protect the employees against civil suits brought against them growing out of the exercise of their regular duties.
- B. All cases of accidents, injury or assault involving employees or students growing out of the exercise of the employee's duties or school activities shall be reported to the Transportation Supervisor promptly.
- C. Complaints by parents, students, or other members of the public directed to an employee shall be called to the attention of the employee as soon as possible.

#### ARTICLE XIV - HEALTH INSURANCE

The following benefits will be provided to all full-time drivers:

- A. The Board of Education will contribute \$52.06 per month toward the monthly premium of a Health Insurance Program. To be eligible for this benefit, an employee must not have any other health insurance coverage available to him/her. The employee selecting this option shall be

responsible to the Board of Education for the difference in cost between the \$52.06 contribution per month and the monthly health insurance premium. This premium shall exclude all Association members scheduled to work less than 20 hours per week.

- B. For those drivers not requiring health insurance, the district will provide a \$25.00 per month Board-paid annuity, not to exceed 10 months per school year. Annuity benefits will only be paid to annuity companies doing business with the school district.

ARTICLE XV - RETIREMENT

Retirement shall be required at the end of the school year after a driver's 62nd birthday. The driver may request an extension of one school year every year after the age of 62. The request must be accompanied by a physician's statement certifying the driver as physically and mentally competent to drive a school bus. These will be forwarded with the Transportation Supervisor's recommendations to the Board of Education for the final decision.

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1990 and shall remain in full force and effect until June 30, 1993.

Signed this 34th day of June, 1990.

BOARD OF EDUCATION

[Signature]  
(President)  
[Signature]  
(Secretary)

BUS DRIVERS ASSOCIATION

[Signature]  
(President)  
[Signature]  
(Secretary)

