

6/30/97

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF
THE CALEDONIA COMMUNITY
SCHOOLS

AND THE

KCEA/MEA/NEA

BUS DRIVERS

Caledonia Community Schools



1994-97

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1-30-95

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ARTICLE I - EMPLOYEE RECOGNITION

The Board recognizes the Kent County Education Association (.K.C.E.A./M.E.A./N.E.A.) as the sole representative of all full-time and regular part-time bus drivers employed by the Caledonia Community Schools, but excluding mechanics and supervisors and all others.

ARTICLE II - EMPLOYEE RIGHTS

Section 1: The Board agrees that the Association and its members shall have the right to use available school building facilities for any desired meetings provided arrangements have been made in advance with the Administration and as long as they transact business at times when they are not being paid.

Section 2: Nothing contained herein shall be construed to prevent any individual transportation employee from presenting a grievance and having a grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement.

Section 3: Association Membership. As a condition of continued employment, all employees shall be members of the Association. Any employee who refuses to belong to the Association because of religious or other reasonable grounds arising out of a deep personal conviction, shall not be required to do so as a condition of continued employment. However, such employees shall be required to pay an assessment to the Association equal to dues normally paid by members less any P.A.C. contributions or C.A.P. dues.

Should an employee fail or refuse to pay dues or assessments, the Association may request in writing the discharge of such employee. If such employee does not pay within thirty (30) days thereafter, the Board of Education shall discharge such employee.

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this section.

Section 4: No full time or regular part-time employee shall be reprimanded, reduced in compensation, disciplined, suspended or terminated without just cause. Recorded verbal reprimands shall be removed from the employer's file after one (1) year from the date of issue. It is the responsibility of the employee to remind the administration when this year has expired.

Section 5: An employee shall have the right to review the contents of his/her personal file and to have a representative of the Association present during the review. All personal and/or confidential references are excluded from this review. Employee records are property of the Board of Education and are not to leave the school premises.

No material may be placed in a bus driver's personal file without allowing him/her an opportunity to file a response thereto and said response shall become part of said file. Substantive complaints regarding a driver's performance which are subsequently verified by an administrative observation or investigation shall be reduced to writing with names of the complainants, administrative action taken, and the remedy clearly stated.

Section 6: Employees being disciplined shall be entitled to Association representation.

Section 7: The Board agrees to provide a copy of this agreement to each employee as well as ten (10) additional copies for the Association.

Section 8: The Board agrees to provide to the Association any information that it would normally provide to the district's constituents. The district reserves the right to charge a production fee for such information.

ARTICLE III - BOARD RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself 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:

- a. To hire executive management and administration control of the school system and its employees, properties and facilities.
- b. To hire all employees and subject to the provisions of the law, to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.
- c. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited by the specific and express terms of this Agreement thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.
- d. The Board reserves the right to utilize non-bargaining unit personnel to transport students to the extent it has in the past. Other instances involving the subcontracting of bargaining unit work will be subject to negotiations between the parties.

ARTICLE IV - SENIORITY

Section 1: Seniority shall be defined as length of continuous service in the employment of the school Board commencing with the date of last hire as a transportation employee.

Section 2: Seniority of an employee shall automatically terminate if the driver voluntarily quits, is discharged; or fails to report to work for three (3) consecutive work days without calling in and receiving permission not to report. If a driver requests and is reclassified as a substitute driver he/she shall have his/her seniority frozen.

Section 3: A driver that is placed on layoff will continue to accrue seniority. Such seniority, however, is to pertain only to the layoff and recall procedure; not toward longevity or any other benefits.

ARTICLE V - CONDITIONS OF EMPLOYMENT AND SELECTION OF RUNS

Section 1: Each employee in the transportation group must have on file at the administration office by the first day of school each year, the following forms and certificates as required by law:

- a. A chauffeur's/CDL license which is current and valid (photo copy)
- b. A valid bus driver's certification card which is valid for the balance of the coming school year;
- c. A valid road test and written skill test;
- d. Each driver must have a valid medical certificate stating that his/her physical ability meets the minimum qualifications as outlined on the ICC physical form as required by the State.

If any of the above items are not on file at the Administration office by the first day of school each year, a driver will not be allowed to drive until all items are on file. The only exception to the above may be for a driver on medical leave at run selection time as described below.

If a driver is disqualified on medical grounds (sickness, disease or accident) he/she may retain his/her seniority date for a period not to exceed twelve (12) months if a written letter from a doctor states the medical reason.

A driver on medical leave on run selection day may choose a run. Another seniority driver may also select to drive that run in the absence of the driver on leave. The transportation supervisor will assign a temporary driver to drive the run that ends up vacant whether it is the medical leave driver's run or another. Upon return of the driver on medical leave, the seniority driver who may have opted to drive that run will be assigned to the run that was occupied by the temporary driver. If the same driver requests and is granted a medical leave in succeeding years., he/she will be assigned the last run available on run selection day for that year still on medical leave.

Section 2: Run selection meeting:

The run selection meeting will be held the first Monday in October. Drivers will run their previous year's run until this time, provided the run still exists. In such case (s) the driver, who has suffered 25% or more of total wage loss will be allowed to bump - within three days of the driver being informed of the loss - and in accordance with the procedure outlined in Article XVI, Section 2 of this agreement. Any runs vacant at the beginning of the school year will be filled by assignment from the Director of Auxiliary Services. Run selection for kindergarten, PPI, and noon special education runs will be in August at least 7 days, but not more than 10 days, prior to the opening of school. The Director of Auxiliary Services retains the right to revert the run selection process back to August if this better meets the needs of the school district.

- a. Index cards will be posted that describe the various runs to be selected.
- b. The most senior driver chooses his/her complete daily schedule of runs first; second senior next; third, etc., until all runs are chosen.
- c. The run selection process will be considered finished when the last run is selected.
- d. Shuttles arising during the school year will be assigned to drivers, taking into consideration the District's economic and geographical best interests and then the driver's seniority.

Section 3: Any elementary school runs that have students picked up that will not be left at the elementary school, but, out of necessity, have to be shuttled to another elementary building within the school district will be the responsibility of all the drivers who have selected elementary runs for that building. Said shuttle responsibility will be rotated among these drivers. Should said shuttle divert a driver for more than one mile (total) from his/her normal route, he/she will be compensated for a shuttle under the terms of Article 14 (E). Should the shuttle divert a driver more than two (2) miles (total) the compensation will be 1.5 (one and one half) times the shuttle rate in Article 14 (E). In this case (compensable shuttle), the run will be offered to the driver at the school with the most seniority unless it conflicts with the district's economic and geographic best interests.

Section 4: In the event that the transportation supervisor feels there should be a change in the driver of a particular run, or he feels the driver has selected a run in which he/she may not be well suited, he will discuss his concern with the driver(s) involved. If the driver does not consent to voluntarily switching of that run, the supervisor may call a meeting among himself, the affected driver, the KCEA/MEA/NEA representative, one driver chosen by the association and one other driver selected by the affected driver. At this meeting, rationale will be given for the proposed change, and the affected driver will be allowed to present a response. A decision will then be made by majority vote; and said decision, as well as the rationale, will be recorded and retained by the supervisor. Should there be a change in the run in question, the affected driver will suffer no financial loss for the remainder of the year.

Section 5: In the event a driver suffers a ten (10) percent or more total wage loss from run selection to the end of the school calendar, he/she will be allowed to bump within three (3) days being informed of the loss. Bumping shall continue until such time that no driver suffers a ten (10) percent wage loss.

Section 6 Driver Responsibilities: A list of driver responsibilities/procedures/etc. can be found at the end of this agreement and labeled, "Appendix A"

ARTICLE VI - LEAVES

Section 1: Illness:

- a. An employee shall be granted ten (10) days per school year for absences caused by illness or injury. Unused sick leave days may accumulate to a maximum of one hundred and eighty (180) days. Employees shall receive an annual statement of sick leave accumulation in September. Up to five (5) sick days/year may be used of illness of the employee's spouse, children living at home or parents and other individuals residing for an extended period of time in the employee's household. The daily sick leave benefit paid to a driver shall be the same driver's normal daily pay. Doctor or dentist appointments are valid reasons for absence and will be deducted from sick days.

b. Employees shall possess and maintain sufficient good health physical and mental, to adequately perform their respective duties. If, in the administration's opinion, there is a question as to the physical or mental ability of a driver, the administration has the right to have a valid medical opinion on the driver in question. The expense for this mental or physical examination will be the obligation of the Board of Education and the doctor will be selected by the administration.

c. An employee who desires to use a sick leave day must notify the transportation supervisor or his representative as soon as possible. Every attempt should be made to inform appropriate person of the absence no later than 5:30 a.m. on the day of the absence. The transportation supervisor reserves the right to request a doctor's slip if, in his/her opinion, there are repeated absences due to alleged sickness.

d. No driver may be paid out of sick leave for any days other than those on which he would normally work during the school year. Any bus driver absent because of an extended or serious illness must present to the transportation supervisor, prior to his return to service, a statement from his doctor indicating that his health is satisfactory to resume normal duties assigned. The cost, if any, for this medical certification will be the obligation of the Board of Education.

Section 2: Death in the family: Absence without loss of salary shall be allowed not to exceed five (5) days per school year upon the death of a husband, wife, parent, brother, sister, child (any child who is a member of the household), parent-in-law, grandparents, grandchildren, in-laws and anyone who resides in the household for an extended period of time and who is dependent upon the employee. These days shall not be deducted from sick leave. One of these five (5) days may be used to attend the funeral of someone other than a member of the immediate family as defined above. The district may grant additional days off at its discretion.

Section 3: Jury Duty: The Board will pay the difference between regular compensation and jury compensation (be it less) received from the court by an employee required to serve as a juror during regularly-assigned working time.

Section 4: Unpaid leaves of absence may be available to employees for reasons of health, home conditions, child care and education. Such leaves shall require thirty (30) calendar days notice of intent unless it is an emergency or unforeseen situation as determined by the transportation supervisor. The request for leave must indicate an anticipated date of return. The approval, as well as the duration of such leaves, shall be solely up to the discretion of the Board. Employees on unpaid leaves shall have their seniority frozen. See Letter of Understanding attached to this agreement for more clarity on this section.

Section 5: -Personal Business Days: The Board agrees to provide seven (7), one-person days per year, non accumulative, for business or personal reasons. The association is charged with the responsibility of granting/denying said days to its membership and reporting, in writing, to the supervisor each time a day is granted. While it is not necessary to explain each of the days granted, the association agrees that the transportation supervisor will know at least five days in advance of the absence of such leaves and that no more than two such requests will be granted for the same date. Further, the association accepts the responsibility for monitoring their usage so that neither the image of the bus drivers or that of the Board of Education is tarnished in any way.

Section 6: Other: Any absence for reasons other than stated above, must be discussed in advance with the school administration. Cases not specifically defined in these policies will be handled on an individual basis.

Section 7: Any employee who willfully violates or misuses this policy on leaves with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and be subject to stern disciplinary action.

Section 8: Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (Federal) of 993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the aforementioned legislation.

ARTICLE VII - WORKER'S COMPENSATION

Section 1: An employee injured on the job shall report such injury to the administration office and said employee's immediate supervisor. All reports must be filed at the administration office within 24 hours of the incident.

Section 2: Any employee's injury requiring loss of time from work whereby the employee would receive worker's compensation benefits, shall report the amount of such compensation benefits to the administration office upon receipt.

Section 3: An employee cannot collect both worker's compensation benefits and sick leave pay at the same time. When legally possible an employee will be compensated under the worker's compensation law rather than from his/her accumulated sick leave. The Board agrees to pay any difference between worker's compensation benefits (be it less) and the driver's regular pay. The driver's sick leave will be drawn upon to provide this difference and the Board will discontinue such payment, when sick leave is exhausted.

ARTICLE VIII - GRIEVANCE PROCEDURE

Any bus driver or the Association may file a written grievance if there is cause to believe that there has been a violation of the master agreement. Grievances shall be processed in a timely manner as described below. Time limits will be met unless altered by mutual written agreement.

Step 1: Supervisor

The alleged violation must first be discussed with the supervisor in an attempt to resolve the problem or alleged violation. This discussion must take place within ten (10) working days of the alleged violation. Within five (5) working days of the discussion with the supervisor a written disposition will be rendered. If not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing and submitted to the next level. This written grievance is to contain:

- a. A specific statement of the facts upon which the grievance is based. This statement shall be included in all successive steps.
- b. Specific article(s) and/or section(s) of the contract which have been allegedly violated.
- c. The relief sought by the grievant.
- d. Signature(s) of the grievant(s).

Step 2: Superintendent/Designee

If the written disposition of the grievance is not considered satisfactory, it may be submitted to the superintendent of schools within five (5) working days after receiving the written disposition from the supervisor. At this level of the grievance procedure, a full investigation of the matter and discussion of it with the representative of the Association and grievant will be conducted by the superintendent or his/her designee. The superintendent or his/her designee will issue a written disposition of the grievance within five (5) working days of the appeal to this level.

Step 3: Board of Education

A. If the disposition given in level 2 is not satisfactory, the matter may be appealed to the Caledonia Community Schools Board of Education for further review. The appeal to the Board must be made within five (5) working days after the receipt of the written disposition of the superintendent of schools. This appeal is to include a copy of the grievance as submitted at previous levels.

B. If presented at least eight (8) working days in advance, the Board of Education shall receive the grievance no later than its next regularly scheduled meeting. The Board may hold a hearing thereon, may 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 consideration of the grievance. The secretary of the Board shall render the Board's decision in writing within ten (10) working days after the Board hears the grievance. Any expenses incurred throughout the grievance procedure shall be borne by the party incurring them.

Step 4: Mediation

If the Association is not in agreement with the disposition of the Board of Education, it may request a mediator's opinion/recommendation from the offices of the Michigan Employment Relations Commission. Such request must be initiated within five working days of receipt of the Board's disposition. Board of Education representatives and Association representatives will have an opportunity to present their respective cases to the mediator. The Board of Education and the Association agree to abide by the recommendation/opinion of the mediator. This step of the grievance procedure may be used a maximum of three times during any contractual year unless mutually agreed otherwise.

ARTICLE IX - NON-STRIKE AGREEMENT

Section 1: The Association and its individual members agree that a "strike" is not only illegal, but not in the interest of the children of Caledonia Community Schools; and therefore, the Association and its individual members agree not to strike.

Section 2: As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, 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 the condition, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this article shall be construed to limit, impair, or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion of any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

ARTICLE X - NEGOTIATION PROCEDURES

Section 1: It is understood that matters not specifically covered by this agreement but of common concern to the parties shall, by mutual consent of the Board and the Association, be subject to negotiation between them from time to time during the period of this agreement. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Section 2: Not earlier than March 15, but at least sixty (60) days prior to the expiration of this agreement, the parties will begin negotiations for the new agreement covering wages, hours, terms, and conditions of employment of the Board's employees.

ARTICLE XI - RETIREMENT

In recognition of federal law, there is nothing in this agreement which intimates that an employee must retire at a certain age.

ARTICLE XII - EXTRA TRIPS

Section 1: All seniority drivers will be given the opportunity to drive extra trips before they are offered to substitute drivers. Trips will be offered in rotation according to seniority.

Extra trips are defined as special trips authorized by the transportation supervisor on form "Special Bus Trip Authorization and Report of Driver." The hours shown on this form are the hours that will be paid.

Section 2: Any driver who has an extra trip that is canceled one (1) hour or less before departure time, will be paid that first (1st) hour of driving time. A minimum of four (4) hours will be paid for come and go trips. This wage is described in Article XIV.

Section 3: If a driver runs an extra trip that lasts six hours or more, he/she shall receive meal reimbursement of \$5.00 for breakfast, \$5.00 for lunch and \$10.00 for dinner. Receipts for reimbursements must be presented along with the trip slip for that particular run.

Section 4: For further explanation and details on extra trip procedure, etc. see appendix B at the end of this agreement.

ARTICLE XIII - GENERAL

Section 1: Bus drivers attending bus drivers training classes as required by law shall be paid \$5.00 /class hour. All bus drivers shall be required to attend bus drivers school classes or workshops for the number of hours required by the state transportation code to qualify. The Board will pay tuition for bus school as required under the law and all driver certification requirements such as road tests and written tests. The Board shall reimburse employees for the cost differential between a regular and chauffeur/CDL license.

Section 2: In the event the employer is required to make up a canceled day of student instruction in order to receive full state aid payments, drivers will not receive pay for the canceled instructional day but the day will be rescheduled and drivers will be paid on the scheduled make-up day. In the event the employer is not required to make up a canceled day of student instruction in order to receive full state aid payments, drivers will not be required to report to work and will be paid for the canceled instruction day. Drivers who service buildings/locations outside our district will provide transportation and be paid in accordance with the calendars of the buildings/locations they service. Said drivers are entitled to the same number of days pay that his/her particular district is in session. Should legislation regarding act of God days affect state schools, this section of the agreement will be subject to re-opening.

Section 3: Extra pay at the federal minimum wage rate per hour will be allowed on any run for the following reasons if documented on time card:

- a. Extra time required due to mechanical failure on the vehicle.
- b. Extra time required due to sickness of passengers or other unusual situations that in the opinion of the supervisor should be compensated. This will not include extra time caused by running out of gas or other neglect by the driver.

Section 4: A run is defined as a round trip from the garage to the discharge of the passengers then to the place where the bus is garaged. Double runs of elementary and secondary students will be paid as two runs. A driver may pick up and/or drop off students at more than one school building/location on the same trip run without added compensation unless the extra mileage meets the criteria to be compensated as a shuttle run. (See Article V, Section 4).

Section 5: The Board will reimburse directly to all bus drivers the same cost as paid the school physician, for a physical exam (ICC type-state requirement) and medical charges for a T.B. test as provided by a Board-designated physician only as required by law or Board of Education policy.

Section 6: Runs can be added or deleted by the Board as it becomes necessary. Seniority provisions of this contract will prevail in these circumstances.

Section 7: In the event that a driver of a skill center run is sick, his/her said run will be offered to other seniority drivers on a rotating basis, provided said seniority drivers do not drop any of their own runs to do so.

Section 8: The number of students riding a bus will be limited to the state transportation code.

Section 9: All kindergarten drivers will select one regular substitute for their run. This substitute will be paid to ride the kindergarten run the first two school days at the beginning of each school year to assist the regular driver. The regular substitute position will be offered to all seniority drivers first and a driver can be a regular or "first" sub for only one kindergarten run. When the regular kindergarten driver is unable to drive the first substitute will be offered the run.

Section 10: Employees will be paid one hour's pay at the current regular run rate for attending the annual employee meeting or any conference/workshop approved by the transportation supervisor, for each hour attended.

Section 11: A uniformed jacket, available in the school colors of either purple or gold, will be provided for every regular bus driver, one every three years. Any cost over \$60 will be shared equally between the board and the driver.

Section 12: If any provisions of the agreement or any application of the agreements to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede to the extent of the conflict, the provisions of this agreement and govern the relation of the parties hereunder.

Section 13: Unless otherwise specified, "Days" as used in this agreement will be interpreted as those considered normal business days.

ARTICLE XIV - WAGES & OTHER COMPENSATION

Section 1: Below are listed the various types of drivers/runs, followed by the compensation for each. The wages reflect a freeze in pay for 1994-95 and a 3% increase in pay in each of the succeeding two years based on the district's ability to pay this amount. It is understood that if district revenues in 1995-96 are less than in 1994-95 then the pay increase will be 2.75%. The same is true for 1996-97.

A. REGULAR RUN (ELEMENTARY/SECONDARY) DRIVER

1994-95	1995-96	1996-97
\$15.12/run	\$15.57/run	\$16.04

B. KINDERGARTEN RUN DRIVER

1994-95	1995-96	1996-97
\$16.23/run	\$16.72/run	\$17.22

C. SPECIAL EDUCATION DRIVER- Driver will drive the days their selected school(s) are in session.

1994-95	1995-96	1996-97
\$16.82/hr.	\$17.32/hr	\$17.84

D. SHUTTLE DRIVER- See article V, Section 3.

1994-95	1995-96	1996-97
\$5.14shuttle	\$5.29/shuttle	\$5.45
\$7.71/shuttle & 1/2	\$7.94/shuttle & 1/2	\$8.18

E. SKILL CENTER DRIVER- A driver whose specific purpose is transportation of students to and/or from the skills center. A skill center driver shall be paid as follows:

a. Student transportation one way only:

1994-95	1995-96	1996-97
\$21.41/run	\$22.05/run	\$22.71

b. Student transportation to and from skills center.

1994-95	1995-96	1996-97
\$26.69/run	\$27.49/run	\$28.31

F. DUTTON CHRISTIAN RUN:

1994-95	1995-96	1996-97
\$8.23/run	\$8.48/run	\$8.73

G. EXTRA TRIP DRIVER-A driver who is driving a special run not described in "A" -"F" above. An extra trip driver will be paid as follows:

1994-95	1995-96	1996-97
\$10.56/hr.	\$10.88/hr	\$11.21

H. Temporary Run - This is a run where transportation is provided when the number of days in the program cannot be specifically determined. This could be regular or special education and pay will be determined by the program according to Article XIV. If the run is canceled one hour or less before departure time, the driver will be compensated for the run. If a substitute is

needed for this run for other than personal reasons, the regular driver's time card must match the substitute driver's time card.

I. Drivers who perform work for which wages are paid on an hourly basis will be paid for the time they are required to work. Starting times for AM and PM runs will remain in place as long as the student remains in the program. Drivers paid by the hour will be compensated fifteen minutes per day (except on school cancellation days) to perform other duties as specified in Appendix A, Part 1.

Section 2 Longevity Pay:

All seniority drivers who have accumulated seniority as a professional bus driver for the Caledonia Community Schools for the number of years of service listed below will be recognized with longevity pay on the following schedule.

<u>Years Seniority</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
10	\$120.47	\$124.08	\$127.80
15	\$180.68	\$186.10	\$191.68
20	\$240.91	\$248.14	\$255.58
25	\$301.14	\$310.17	\$319.48
30	\$363.26	\$374.16	\$385.38

The above compensation will be paid in June for the seniority earned as of June of each year.

Section 3: Severance Pay: Upon exit in good standing from the system, an employee who has worked in the transportation unit for a minimum of 10 years and accumulated 100 sick days will be paid a severance amount of \$2,500 for these days. If an employee has accumulated less days than this after 10 years, he/she will receive proportionately less,

Section 4: Holiday Pay

In the 1994-95 school year, each driver will be compensated his/her normal daily pay for the following holidays
Labor Day, Thanksgiving Day and the day after, Christmas Day, Memorial Day. (5)

In the 1995-96 school year, each driver will be compensated his/her normal daily pay for the following holidays
Labor Day, Thanksgiving Day and the day after, Christmas Day, Memorial Day, Good Friday (6)

In the 1996-97 school year, each driver will be compensated his/her normal daily pay for the following holidays
Labor Day, Thanksgiving Day and the day after, Christmas Day, Memorial Day, Good Friday, Martin Luther King Day (If school is held on this day, payment will be made for January 1) (7)

ARTICLE XV - INSURANCE BENEFITS

Section 1: Board-paid insurance premium for 12 months per year are available to drivers as follows: Amounts shown are maximums to be applied to health insurance premium unless otherwise specified.

Drivers employed as of July 31, 1994 will be "grandfathered" where insurance benefits apply. This means they will receive at least the insurance benefit they received in the 1993-94 school year as long as their runs do not fall below 75% of that number they had in the 1993-94 school year, excluding any voluntary reduction of hours.

For drivers who drive at least five regularly scheduled runs/hours but fewer than 30 regularly scheduled runs/hours per week, the board shall pro rate, an amount based on MESSA Super Care I full family coverage, and apply that amount toward MESSA Super Care I full family, single subscriber or self and spouse (depending on specific driver eligibility)

For drivers who drive at least 30 regularly scheduled runs/hours or hours per week, the Board will provide full health insurance premium costs towards MESSA Super Care I, Single subscriber, self and spouse or full family (depending on specific driver eligibility).

Section 2: Any driver with at least twenty runs/hours who qualifies in Section #1 of this article, but who doesn't opt for the health insurance premium payment, may have an amount equal to the single subscriber rate placed into a board approved tax sheltered annuity or have same amount applied toward the purchase of other options available on a group basis from MESSA such as vision, dental and life. Or, employee may take said amount in taxable income.

Section 3: For the purposes of insurance qualification in this article, Dutton Christian runs and shuttle runs are counted as regular runs.

ARTICLE XVI - VACANCIES, PROMOTIONS, TRANSFERS, LAYOFFS AND RECALL

Section 1: Notices of vacancies shall be posted on the bulletin board in the bus garage. No vacancy shall be permanently filled by the transportation supervisor until it has been posted for at least three (3) working days. It will be the responsibility of seniority drivers to check the bulletin board from time to time and within the three-day posting period to note what runs might be available. Any driver interested in a posted run must put his/her request for that run in writing. It is the responsibility of a driver on leave to check posted vacancies, with exception of summer, when the administration will notify the Association president.

Section 2: Vacancies-In the event a vacancy occurs during the school year, the position shall be posted. Drivers may apply for the position and it will be filled with respect to seniority. However, in no case will there be more than two postings, i.e., if run "A" becomes available and a current seniority driver opts for it, he/she will be placed on run "A". His/her former run "B" will then be posted and the same procedure will apply. Run "B" will be the last one posted. Any runs thereafter that are opened as a result of the original vacancy, the transportation supervisor will make available to a bargaining unit member based on seniority (as long as said person would make more money)prior to hiring a new driver. It is expressly understood that this provision applies only to vacancies that occur after the opening of school and prior to March 1, of the same school year. No seniority driver will be transferred involuntarily to a vacant position.

Section 3: In circumstances of layoffs and recalls relating to bus driving positions, the seniority of employees within the transportation group will be the sole consideration. When it becomes necessary to reduce the working force, the last person hired will be the first person laid off and when the force is again increased, the persons are to be returned to the work force in inverse order to the layoff, employees shall retain such recall rights for a period of four (4) years after layoff.

Section 4: It is not the intent of the Board of Education to "surprise" employees with notices of layoff and the Board agrees to give as much notice as possible. The Association understands that unforeseen circumstances may cause layoff notices to be delivered with less warning than the Board would actually like to give.

Section 5: Notices of recall shall be sent by mail with a copy to the Association. A recalled employee shall have ten (10) working days to return to work or shall lose his/her recall rights. An employee shall not be required to accept any position which is at a rate of less than 80% of the compensation of his/her position.

ARTICLE XVIII - DURATION

This agreement shall be in effect from 1 July 1994 through 30 June 1997.

For the Board

President

Paul Fustler

Vice President

Bernard Nagel

Secretary

James E. Hill

Treasurer

Sharon Catley

Trustee

Trustee

Trustee

Craig Schmidt

Craig Schmidt - Board Negotiator

2/21/95

Date

For the Association

Karen Hamelink

Lianne Beckheim
Negotiating Committee Member

Kathryn A. Sabine
Negotiating Committee Member

Patricia A. Westra
Negotiating Committee Member

Caroly Bowman
Negotiating Committee Member

Frank Musto
KCEA/MEA/NEA Representative

2-21-95
Date

Carol Riefenbaker, Chr.
Carol Dietenbaker

APPENDIX A

Part 1

A driver is responsible for the Following:

- a. Cleaning his/her own bus on the inside and all driving windows at least weekly, or as is necessary.
- b. Gassing his/her own bus, driver will remaining where he/she can see the fill hose and recording gas used.
- c. Reporting all needs of maintenance and all accidents in writing. This is to be done by the end of the driver's work day.
- d. Completing all reports, maps, lists, etc. required by the administration for his/her own bus and in a manner and time prescribed by the transportation supervisor.
- e. Conducting three (3) fire drills during the school year and record information on the form provided.
- f. Maintaining order and discipline on the bus, and aiding in loading of pupils at schools. Filling out discipline slips as required by the transportation supervisor.
- g. Discipline: It shall be handled by the bus driver whenever possible. Problems that cannot be handled by the driver should be turned over to the appropriate principal for further action. Under no circumstances are students to be denied transportation without approval from appropriate administrator.
- h. Seeing that the bus is properly warmed up before starting on a trip. Each driver shall arrive in time to warm up his/her bus.
- i. Conducting pre-trip inspections of vehicle on all items as are listed on form as required by the state.
- j. Proper completion of a time card and absence form (if necessary) every two (2) weeks.

Part 2

The following are considered standard procedures and/or practices:

- a. Driver shall not leave the bus with motor running or keys in the bus unattended except for warm ups. Warm ups are not to exceed what is reasonable for the particular bus being used and at NO time are keys to be left on an unattended bus (ignition or other), while students are in the area, except for the bus parking lot.
- b. Driver shall not open door until the bus has stopped.
- c. Driver shall see that the pupils are seated and the door is closed before putting the bus into motion.
- d. In the event of an emergency or a breakdown the driver shall not leave the bus unattended. He/she should use the two-way radio or send a responsible student for help.
- e. Driver shall wear seat belt while bus is in motion.
- f. Driver shall remove students from the bus when filling the gas tank.
- g. Driver shall require students to pass in front of a bus after discharging from the bus if they cross the road.
- h. Driver shall not change location of stops or route unless approved by the supervisor (and there is assurance that all parents know in advance of the change) or in the instance of an emergency condition.
- i. Driver shall inform the supervisor or designee in ample time if unable to make his or her regular run or a special assignment.
- j. Driver shall attend all bus meetings, unless excused by the supervisor.
- k. The driver will attempt to learn the names of all students on their bus during the first two (2) weeks of school.
- l. Each driver will fill out an index card at the beginning of each school year showing the first few stops on each run and the pickup times. This is for the purpose of assisting substitute drivers.
- m. Each driver is to check his or her mailbox daily.
- n. Informing the transportation supervisor or his agent in advance of all absences.
- o. Observing all traffic laws and regulations pertaining to the use of a school bus.
- p. Adherence to all Board policies and reasonable directives from the transportation supervisor.

APPENDIX B - EXTRA TRIPS

PROCEDURES

If a driver is issued a trip and later finds he/she cannot run it, he/she should allow as much time as possible to find a replacement. 48 hours is enough time to accomplish this.

Trips are awarded by rotation. The dates may vary on the trip slips, but seniority will be what's rotated, not the dates. Sports trips, etc. are set up at the start of the school year, and other trips come in later. This causes some confusion in what slip, with what date, came first. Allowances must be made for last minute trips as a week's notice is not always given. Once a driver accepts a trip, he/she may not accept another trip for the same day if the two conflict.

Kindergarten Runs - Extra Trips

First substitutes on kindergarten runs are committed to run their run if they are needed. If the first substitute has an extra trip scheduled and is needed to run his/her kindergarten run, the second substitute for that run will be called. If the second substitute isn't available, the first substitute must run the kindergarten run and not the extra trip. In this case, the driver (first substitute) will be in line for the next available trip.

There will be 4 trip lists posted on the board:

1. Saturday trips - Rotation
2. Emergency trips - Rotation
3. Night trips - Rotation
4. Early Trips - Rotation

Overnight Trips - Any hours over eight when you are driving, ask to remain at the drop off or pick up point or are responsible for passengers must be documented on the back side of the time card for payment. No pay for sleeping time (i.e. 11:00 PM to 7:00 AM).

NIGHT OR NO RUN - CONFLICT TRIPS

An early trip is a trip that conflicts with an existing run. In selecting an early trip, a driver understands that, due to the unpredictability of the length of such trips, there may be a loss of pay over his/her regular run. Once selected, the driver is obligated to complete the trip. A driver wishing to be on all the trip lists must sign all of them. If a driver feels he/she isn't going to take many trips in a given category, he/she should keep that in mind when he/she is signing up for the trips. Reassigning extra trips causes unnecessary delay and frustration for the person assigning the trips, the driver and fellow drivers.

If an extra trip is canceled, the driver will be in line for the next available trip.

**Letter of Agreement
January 12, 1995**

This is to serve as an understanding/clarification of Article 14, Section 1, I.

The parties agree that special education drivers who are compensated on an hourly basis shall be paid fifteen (15) minutes per day to perform other duties as specified in Appendix A, Part 1 retroactive to July 1, 1994, excluding the school cancellation days, sick leave, funeral leave, personal days, holidays and jury duty leave. Additionally, drivers who drove extra trip runs during the period since July 1, will also be compensated for fifteen minutes per day. It is understood that under no circumstances will drivers be compensated more than one time per day for the aforementioned duties. It is further understood that special education drivers who previously were paid fifteen minutes per day shall not receive additional compensation as outlined above. The Director of Auxiliary Services, Richard Overmire, will meet with all special ed. drivers to determine the exact amount of retroactive compensation each driver will receive.

For the Board

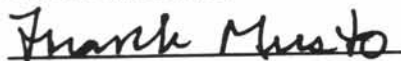


Craig Schmidt



Richard Overmire

For the Association



2-13-95

Date

LETTER OF UNDERSTANDING
between the
Caledonia Community Schools
and the
Caledonia Bus Drivers/KCEA

It is the intent of the parties to clarify the statement "Employees on unpaid leaves shall have their seniority frozen." (Article VI, Section 4, page 7 of the 1989-92 Master Agreement). To avoid unnecessary clerical work and confusion, the parties agree to the following concepts in interpreting that statement to conform with other contract clauses within the Agreement.

1. An employee on any unpaid leave of absence within a school year shall not have his/her seniority frozen unless the absence(s) equal a period of two consecutive months or more during that same school year. In such cases, the seniority list for drivers shall not only include the affected driver's "seniority date", but it shall also indicate a corrected date based on actual active driving months for that school year. Unpaid leaves of absence which affect seniority shall not accumulate from year to year, unless each period of absence was for two months or more each year affected.
2. Exceptions for the above rule shall include:
 - a. Drivers who are on any extended unpaid leave of absence at any time in the year for medical reasons verified by written letter from a doctor. (See Article V, Section 1, page 5) In all such cases, a driver may continue to accrue seniority for a period not to exceed 12 months in length. After said period, the driver's seniority shall be frozen as above.
 - b. If a member drives during the summer months in the same fiscal year in which he/she may have unpaid leaves of absence, the absence period required to affect seniority shall be three months or more unless the driver is out due to medical reasons, as per 2.a., during that same fiscal year.
3. The effective date of implementation shall be immediately upon signing of this agreement. Application towards any retroactive seniority date freezing situations, if they exist, shall not extend beyond the 1981-82 school year (the year the seniority phrase was included in the Agreement).
4. If an employee is on leave as defined above, he/she will not accrue any financial benefit that otherwise accompanies seniority (e.g. longevity pay).

The parties hereby affix their signatures in recognition and agreement with the above concepts:

FOR THE BOARD OF EDUCATION
Craig Schmidt

FOR THE ASSOCIATION
Carol Dufentel
Lee Kuleskowski
Jimmy A. Thompson

Dated 12-11-89
Extend for 1994-97 contract Richard M. Overman 1-10-95

LETTER OF AGREEMENT

The parties agree to negotiate all changes to the contract related to the Omnibus Transportation Employees Test Act (Drug Testing). Negotiations, pursuant to this re-opener clause shall be limited to contract changes which should be considered to address the aforementioned federal law.

CALEDONIA COMMUNITY SCHOOLS

By: _____

It's: _____

Date: _____

Craig Aditt
Deputy Superintendent
1/10/95

KENT COUNTY EDUCATION ASSOCIATION

By: _____

It's: _____

Date: _____

Frank Muto
UNISERV Director
1/10/95

SETTLEMENT
OF
CALEDONIA BUS DRIVERS GRIEVANCE

MERC Case No. G94 F-4008

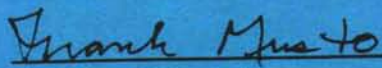
January 6, 1995

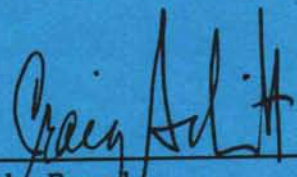
The following understandings and agreements have been reached by the parties:

1. The grievance, previously withdrawn by the local Association, shall be reactivated.
2. The parties agree that all claims are settled and the bargaining agent shall not seek additional damages.
3. It is further agreed and understood that this agreement represents a compromise on the part of both parties and the intent of the parties entering this Agreement is to avoid further proceedings, litigation or administrative action.

The Association withdraws all other issues without prejudice that were mentioned or discussed relative to this grievance. It is understood and agreed that the intent of the parties is to abide by the language negotiated in Article XIII, Section 2, of the successor agreements, 94-97.

Nothing in this settlement or dispute shall serve as a precedent in any other matter.


For the Association


For the Board

