

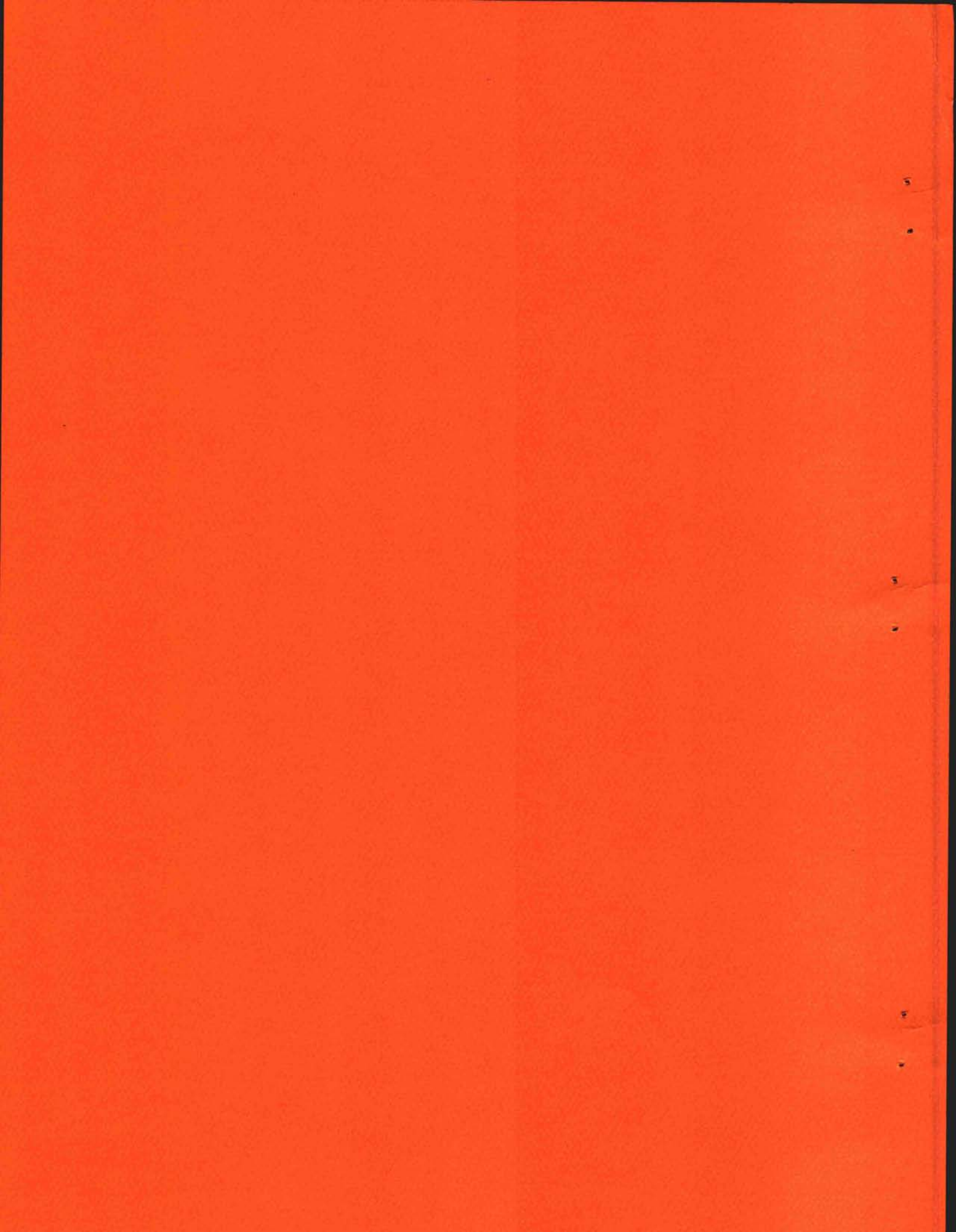
6/30/88

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C O M S T O C K P U B L I C S C H O O L S  
A N D  
C O M S T O C K S C H O O L B U S D R I V E R ' S A S S O C I A T I O N

*Comstock Public Schools*

1987-88

Michigan State University  
LABOR AND INDUSTRIAL  
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**AGREEMENT**

**between**

**COMSTOCK PUBLIC SCHOOLS**

**and**

**COMSTOCK PUBLIC SCHOOLS BUS DRIVERS' ASSOCIATION**

THIS AGREEMENT made by and between Comstock Public Schools, Kalamazoo County, Michigan, a school district organized under the Constitution and laws of the State of Michigan, (hereinafter called the "Employer") and the Comstock School Bus Drivers' Association (hereinafter called the "Association"):

WITNESSETH:

**ARTICLE I**

**PURPOSE AND RECOGNITION**

1.1 **PURPOSE.** The general purpose of this Agreement is to set forth wages, hours, and other conditions of employment which shall prevail for the duration of this Agreement and is to promote orderly and peaceful labor relations for the mutual interest of the Employer and Drivers; recognizing that the safety and well-being of the School's bussed students is paramount, and dependent upon the care and diligence of the Drivers. The Employer and the Association for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

1.2 **RECOGNITION.** The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus Drivers in this Agreement. The term Driver shall refer to all Employees of the Employer who are represented by the Association and who are certified bus Drivers and who drive vehicles, for the purpose of transporting students, as a regularly scheduled part of their work assignment of the hours they are employed by the Employer.

1.3 OTHER AGREEMENTS AND REGULATIONS. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary or inconsistent with its terms.

1.31 LEGALITY. The terms of this Agreement shall not be contrary to any Federal, State or County laws or regulations.

1.4 REPRESENTATION. The Employer agrees not to negotiate with any Driver's organization other than the Association for the duration of this Agreement.

## ARTICLE II

### ASSOCIATION AND DRIVER'S RIGHTS AND RESPONSIBILITIES

#### 2.1 DRIVER'S RIGHTS.

2.11 RIGHT TO ORGANIZE. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every bus Driver employed by the Employer shall have the right to freely organize, join and support the Association and may elect a committee for the purpose of collective bargaining in regard to wages, hours, working conditions and other terms of employment. This committee will be known as the Negotiation Committee.

2.12 INSERVICE. The Employer may require inservice training, such as driving school, from time to time. The Employer will pay all tuition costs in said educational requirement.

2.13 FACILITIES. The Employer agrees to provide, within its ability to fund, a Driver service area, cleaned and maintained as needed, parking, and use of a telephone for local calls.

2.14 WORK ORDERS. Drivers shall complete a work order request pertaining to repairs on their bus. Drivers will forward all such requests to their supervisor and may keep a copy for their personal records.

2.15 NON-DISCRIMINATION. The Employer and the Association both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

2.16 BUS WARMING. The Employer will provide personnel to see that all buses are warmed prior to the commencement of the run in the morning when the temperature is below 20° Fahrenheit.

2.17 RIGHT TO DRIVE. Buses will be operated by Drivers represented by the Association, except in emergencies.

2.18 RADIO EQUIPMENT. During working hours there will be someone on duty at the radio at all times the equipment is on regular runs including kindergarten runs.

2.19 The Employer will be responsible for a general cleaning of the buses prior to the beginning of each school year.

#### 2.2 DRIVER'S RESPONSIBILITIES.

2.21 THE MICHIGAN SCHOOL BUS DRIVER'S MANUAL. This manual shall generally become the criteria for driving policies and practices.

**2.22 CERTIFIED AND QUALIFIED.** Drivers shall, at all times, maintain a current Michigan Certification for operating a school bus. Drivers must be qualified for driving by knowledge, experience, performance, and attitude and be acceptable to the school insurance carrier.

**2.23 NOTIFICATION OF HEALTH CONDITION.** The prompt notification to the Employer of any physical or mental condition of the Driver which may temporarily or permanently impair the ability of the Driver from discharging his/her responsibilities is the Driver's duty.

**2.24 MAINTENANCE OF EQUIPMENT.** In the event the Driver feels his/her bus is unsafe, he/she must notify the transportation supervisor. If the supervisor decides the Driver should continue to use the bus, then:

**A. Protest Form.**

The Driver may complete a Protest Form supplied by the Employer and signed by the supervisor, and one copy shall be filed with the Association president.

**B. Citations.**

The Employer will assume liability for citations if the citation is a direct and sole result of the conditions stated in the Protest Form.

**2.25 CONFORMABILITY.** Drivers will comply with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.

**2.26 TARDINESS AND ABSENCES.** Drivers are to inform the bus supervisor as soon as possible when they are to be absent to allow sufficient time to secure the services of a replacement. The bus supervisor will be notified at least one (1) hour prior to the start of the Driver's run, except in case of emergency.

In the event that a Driver is tardy the bus supervisor may assign another Driver to the a.m. or p.m., or part of the run, whose normal run begins later than the run of the tardy Driver, or a substitute. The run left as a result of the aforementioned action will be filled by a substitute Driver or by the tardy Driver if he/she arrives in time. In the event both runs are filled when the tardy Driver arrives, the tardy Driver will not be paid for that portion of the run.

**2.27 PROFESSIONAL CONDUCT.**

**A. Impaired Ability.**

Drivers will refrain from activities which may reasonably impair the ability of the Driver to adequately discharge his/her assignments and duties.



**B. Preservation of Public Welfare.**

Drivers will refrain from activities which may be contrary to the best interests of the Employer and his responsibilities to the public for the education, safety and well-being of students and other persons who may use the facilities of the District, and the proper preservation of the public property.

**2.28 ROUTINE CLEANING.** Each Driver will insure that the interior of the bus they drive is clean upon return from a run or trip.

**2.29 DISCIPLINE.** The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end the Employer reserves the right to discipline and discharge Employees for cause, except when such actions are arbitrary or discriminatory. The Employer recognizes the right of an Employee to have Association representation, upon request, at the conference with the Employer when disciplinary action is to be taken. Discipline (except when the seriousness of the offense shall otherwise require) shall be progressively applied as follows:

**A. Steps**

1. **First Offense**  
An oral warning.
2. **Second Offense**  
Written reprimand with copy to the Association.
3. **Third Offense**  
Written reprimand with suspension of one to five days.
4. **Fourth Offense**  
Additional suspension or termination signed in the presence of Association representative.

**B. Exceptions**

When the offense merits, the Employer has the right to terminate the Employee, or compose lesser appropriate penalties other than discharge without regard for the Steps One through Four. When the Employer disregards these steps, the Association representative will be consulted.

**C. Removal of Reprimands**

Written reprimands may be removed from the Employee's file after three (3) years of performance without disciplinary procedures being initiated.

## 2.3 ASSOCIATION RIGHTS.

2.31 DEDUCTION OF DUES. Driver's authorization for the deduction of Association dues shall identify the Driver, the amount of each deduction, the period for which deductions are to be made, and be signed by the Driver. The Employer shall deduct the authorized amount from each Driver's pay and transmit the total deductions to the Association, together with a listing of each Driver from whom deductions are made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies as soon as possible.

2.32 SENIORITY LIST. The Employer agrees to furnish the Association, in response to reasonable requests from time to time, such information necessary to keep the seniority records up-to-date.

## 2.4 ASSOCIATION RESPONSIBILITIES.

2.41 CONTINUITY OF OPERATION. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The Employer shall not condone a lockout or lay-off which would be considered punitive action under the law against the Association. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

## 2.42 ASSOCIATION MEMBERSHIP.

### A. Dues or Assessment.

Each Driver, as a condition of continued employment, shall pay the Association membership dues or assessment within sixty (60) days of the beginning of each contract year. If he/she is not a member of the Association, he/she shall pay a service fee to the treasurer of the Association within sixty (60) days of the beginning of the contract year. The service fee shall in no case be greater than the dues paid for Association membership. New Drivers shall pay pro-rated membership dues or service fees for the remaining part of the contract year within thirty (30) days of completing their probationary period. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

### B. Save Harmless.

The Employer shall not be required to discharge any Driver under the provisions hereof until the right of such Driver shall have been determined by a Court of competent jurisdiction, nor shall the Employer have the obligation to institute any litigation for the purpose of determining such right. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by execution of his Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of provisions hereinset forth, or by reason of claims and demands made by the Association that a Driver be discharged because of the provisions herein set forth.

ARTICLE III

COMPENSATION

3.1 BASIC COMPENSATION.

3.11 FIRST YEAR. July 1987 through June 30, 1988  
Driving Rate

A. Salary Steps.

Probation	\$4.75 per hour
1st - 4th year	\$7.65 per hour
5th - 8th year	\$8.10 per hour
9th year on	\$8.55 per hour

B. Trip Time. (driving and non-driving)  
Basic Compensation rate.

C. Extended Trips.

Trip rate for all driving time and non-driving rate for non-driving time. Driving time shall include all time on the road including driving, service stops, and meals in route. Non-driving time is time at trip's destination except that overnight lodging is neither driving nor non-driving.

D. Non-Driving.

\$4.83 per hour. Included are mandatory orientation, safety instruction, bus school attendance, construction of route maps, conferences, and any other non-driving activities.

E. Bus Cleaning.

Compensation for cleaning buses prior to the beginning of school year shall be at the rate of \$35.00 per bus.

F. Fringe Benefit.

The Employer will provide a fringe benefit of \$300.00 for each Driver who has completed their probationary period and has a regularly assigned run. The Driver shall have the option of having this amount deposited in an annuity fund approved by the Board of Education in the Driver's name or apply the amount toward the purchase of a health insurance package. The annuity option will be paid at the end of the school year. Should the Driver elect the health insurance, the Driver's portion of the health insurance will be a payroll deduction.

The fringe benefit is not available to substitute Drivers.

**G. Additional Annuity.**

Drivers may have part of their regular earnings deposited in a tax deferred annuity under federal law.

**H. Longevity**

Each Employee shall be granted longevity pay after completing five (5) years of continuous service at the rate of \$10.00 per year of service. This compensation shall be paid once per year on the first pay day in December, starting in 1987.

**I. Retirement.**

The Employer will deposit an amount equal to 5% of the Driver's wages into the Michigan School Employees Retirement Fund.

**J. Retirement Recognition.**

Employees having completed fifteen (15) years of service and upon retirement from regular employment, after reaching age fifty-five (55) shall receive five hundred (\$500.00) in appreciation of their years of dedicated service.

**3.2 MINIMUM TIMES.**

**3.21 REGULAR ROUTES.** All regular routes will be at a three (3) hour minimum.

**3.22 MIDDAY SPECIAL EDUCATION RUNS.** Drivers on regularly scheduled midday special education runs will be paid a minimum of one (1) hour or actual time, whichever is greater.

**3.23 MIDDAY RUNS.** Drivers on Midday Runs will be paid for 1.5 hours or actual time, whichever is greater. A Driver assigned to a Kindergarten Run shall be paid for setting up and learning the route as assigned. The sub-driver for any Kindergarten Run will ride with the regular Kindergarten Driver the first day of the midday run to assist the Kindergarten children in loading, exiting, and riding a school bus properly.

**3.24 LATE RUNS.** Drivers will be paid for one (1) hour or actual time, whichever is greater.

**3.25 Split Day.** When drivers are required to report three times in one day to do a normal route, they will be paid the regular route time plus one hour regular driving rate.

3.26 WORK CANCELLATIONS. When notice of school cancellation has not been on radio, nor has the Driver received a phone call, prior to one (1) hour before normal report-to-work time; Drivers will be paid one (1) hour's pay.

3.27 LOCAL TRIPS. The trip slip will include instructions for the Driver indicating whether the Driver is to remain with the group, return to the bus garage, or take the bus home, while students are on the location of the trip, and return for pickup. Drivers who are not required to remain with the group will be paid for a minimum of one hour for delivery and one hour for pickup, or for actual driving time, whichever is greater.

3.28 MID-WINTER BREAK. Each Driver will be paid for three (3) hours any year the school takes a mid-winter break.

3.3 CHAUFFEUR'S LICENSE. The Employer will reimburse the Drivers for Chauffeur's licenses at the current rate at each renewal time.

3.4 PAID HOLIDAYS. Paid Holidays for regular Drivers, excluding substitute Drivers.

3.41 1987-88

Labor Day (year's school begins prior to Labor Day)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day

3.5 MEALS. Drivers will be reimbursed for meals purchased while on trips scheduled for five (5) hours or more provided the Driver is required to stay on the trip and provided the meal is eaten prior to returning students to their starting point. Reimbursement shall be for the cost of the meal but not more than:

breakfast	\$2.75
lunch	\$3.25
dinner	\$4.75

Receipts must be presented.

## ARTICLE IV

### SENIORITY, PROBATION, AND LAYOFF

4.1 **SENIORITY DEFINED.** Seniority shall be defined as a Driver's length of continuous service with the Employer, since their last hiring date.

4.11 **NON-INTERRUPTION.** Absences occasioned by authorized leaves of absence, sick or accident leave, or layoffs for lack of work, or leave during which a Driver received Worker's Disability Compensation, except as hereinafter provided, shall not interrupt Driver's seniority.

4.12 **TERMINATION OF EMPLOYMENT.** A Driver who quits and later returns will forfeit all his/her seniority. The aforementioned re-hired Driver will return at the wage level one step lower than when he/she left for ninety (90) work days if the return is within one (1) year. At the completion of ninety (90) days the Employee will return to the former level of pay.

4.2 **PROBATIONARY PERIOD.** All new Drivers will serve a probationary period of 90 days of driving a school bus with students. Days the Driver does not drive the bus to transport students will not be counted towards fulfilling probation. During the probationary period, the Employer shall have the right, in its sole discretion, to terminate the services of the Driver, without the Driver having recourse through the grievance procedure. At the end of the 90 day probationary period, drivers will be compensated for the ten (10) hours of training.

### 4.3 LAYOFF AND RECALL.

4.31 **LAYOFF.** When it becomes necessary to lay off an Employee due to lack of work or to reduce the size of the work force, the least senior Driver shall be laid off first, provided that there are more senior Employees who are available, qualified and who have the present ability, and physical fitness to satisfactorily perform the work.

4.32 **RECALL.** When recalling Drivers following a layoff for lack of work or change of schedule, the laid off Driver with the most seniority who is qualified and who has the ability and physical fitness to satisfactorily perform the work, shall be the first Driver recalled.

## ARTICLE V

### DRIVING ASSIGNMENTS

#### 5.1 DEFINITIONS.

5.11 RUN. A morning pick-up and delivery to a school or schools; or an afternoon pick-up at a school or schools and delivery to designated bus stops.

5.12 MIDDAY RUN. Any regularly scheduled run leaving 9:00 a.m or after and ending not later than 2:15 p.m.

5.13 ROUTE. This is combination of one (1) or more runs assigned to a single Driver on a regular basis.

5.14 LATE RUNS. A run consisting of a take-home that is regularly scheduled later than the normal take home time.

5.15 SHUTTLE RUNS. Any extra run between schools scheduled immediately after the Driver's last school starting time is considered a shuttle run. Drivers from the originating schools will have the option by seniority to accept such runs. Driving time for shuttle runs will be paid a regular salary rate and will not accumulate on the Driver's trip time.

5.16 SPECIAL RUNS. Bowling and swimming are special runs when they extend over several days; or any series of trips similar to bowling and swimming that the Employer puts up for bid rather than list as trips.

5.17 TRIPS. Any trip within the State of Michigan and/or eight (8) hours or less driving time in length.

5.18 EXTENDED TRIP. Any trip outside the State of Michigan or longer than eight (8) hours driving time in length. The Employer will as an operating procedure send two Drivers on each bus to Cedar Point unless there is an overnight stay. The Employer will send extra Drivers on other extended trips as it deems necessary. Both Drivers will get driving rate while on the road.

#### 5.2 SUBSTITUTE DRIVERS.

5.21 REGULAR SUBSTITUTE. Drivers who have not been assigned a regular route and drive only in the absence of a Driver who has been assigned a regular route. Regular substitutes are to be called on a rotating basis with the most senior Driver called first. A regular substitute who has been assigned a route in the absence of the regular Driver shall keep that route until the regular Driver returns.



**5.22 MIDDAY SUBSTITUTES.** Each Midday Run will have a sub-driver who will be selected from a revolving seniority list of regular Drivers. Midday sub-drivers are to pick runs by seniority annually. Midday substitutes may drive any part of the Midday Run that does not interfere with their regular schedule. Midday substitutes have a right to remain a substitute if they turn down a permanent Midday Run, but would be added to the bottom of the revolving seniority list for regular Midday Runs. Drivers will have the option of taking their name off the Midday sub-list and still remain eligible for a regular Midday run.

**5.23 LATE RUN SUBSTITUTES.** There shall be one (1) Late Run Substitute for every two (2) Late Runs. Late Run Substitutes shall be chosen from a revolving seniority list of regular Drivers.

### **5.3 BIDDING.**

**5.31 ANNUAL.** The Employer at the beginning of the school year, will have until the second Friday after the beginning of the school year to establish all bus runs. The Drivers will have the option to select the preferred route according to seniority in the bargaining unit, starting with the most senior Driver. Each Driver will have a maximum of four (4) hours to select his/her route.

**5.32 REPLACEMENT.** All open routes occurring after annual bidding except Kindergarten and Late Runs, including the approximate number of hours involved, will be posted for a period of three (3) work days and at the end of three (3) work days the Driver with the highest seniority who bids for the job shall receive the route.

#### **A. Trial Period.**

Once the replacement route has been bid and assigned, there will be a five (5) work day trial period before the route becomes permanent, unless by mutual agreement the trial period is shorter. If during the aforementioned trial period the Driver changes his/her mind and elects to withdraw his/her bid and return to his/her former route, the next most senior Driver to bid will be given the route, with the same trial period as herein-set-forth. The process shall continue until the route is filled permanently. The route which is left open as a result of the Driver bidding into another route will be driven by the most eligible sub-driver. This said sub-driver now becomes a regular Driver with an unassigned route. The route which is now open as a result of a senior Driver bidding will be posted for bids and will be filled in the same manner set forth in paragraph 5.32.

**B. Ineligibility.**

Any Driver who bids and accepts the route and completes the trial period herein-before set forth, automatically becomes ineligible for bidding for another opening for a period of ninety (90) calendar days.

**5.33 ROUTE CHANGES.** When a regular route is changed by more than thirty (30) minutes per day or a special education run is changed by more than one (1) hour, permanently, after annual bidding has taken place, the Association president will be notified in writing.

**A. Shortened Route.**

When the above route is changed after the annual bidding is over, resulting in loss of wages, the Driver affected will have the right to follow the normal bidding procedure for annual bidding and any Driver affected by the bidding may also follow the normal bidding procedure, etc., until all routes are assigned.

**B. Lengthened Routes.**

When the above route is changed after the annual bidding period is over, resulting in an increase of wages, the more senior Drivers who want to increase their wages, may bid on the route.

The Employer shall be open to suggestions for improving bus routes that Drivers may offer.

**5.4 ASSIGNING OTHER RUNS.**

**5.41 MIDDAY AND LATE RUNS.**

**A. Midday.**

Kindergarten runs shall be filled by offering open runs to Drivers on a revolving seniority list.

**B. Late.**

Late run Drivers shall be chosen from a revolving seniority list.

**C. Eligibility.**

No Driver may hold more than one late run, midday run, kindergarten run, or any other special run put up for bid - such as bowling and swimming, etc., at the same time, or more than one during a school year. If a kindergarten run is eliminated after the beginning of the school year, the least senior Driver will lose his or her kindergarten run.

If a kindergarten run becomes available and the next eligible Driver on the revolving kindergarten list has a special run, he/she shall have the option of accepting the kindergarten run and giving up the special run to the next eligible Driver on the bid sheet for that special run.

**5.42 SUMMER DRIVING.** Summer driving will commence with the beginning of summer programs and end with the end of summer programs. Driving shall include special education runs, regularly scheduled runs and trips sponsored solely by the Employer.

**A. Requests.**

Drivers requesting summer driving assignments shall sign their name on a roster posted on the bulletin board by the Association by May 25 prior to the summer they wish to drive.

**B. Revolving Seniority.**

Summer driving shall be assigned to Drivers requesting said routes on a revolving seniority basis from the list furnished by the Association president. (See appendix "A" for the 1987 list). Each summer route will use two (2) Drivers, with the time being equally divided. One Driver will drive the first half and the other Driver the second half. Drivers who drove regularly scheduled daily runs or special education runs the previous summer shall be placed on the bottom of the revolving seniority list. Drivers are not eligible for extra trips during the summer they drive a special education or other regularly scheduled run, unless the trip is directly associated with the program for which the Driver is driving.

**5.43 TRAINING NEW DRIVERS.** Any Driver who wishes to train new Drivers should submit their name on a roster provided by the Employer. The Employer shall have the right to assign a Driver from the roster to train new Drivers. The hours the trainer is paid for in training new Drivers shall be added to his/her accumulation of trip hours.

**5.44 TRIPS.** The runs shall be paid on an hourly basis and assigned as follows:

**A. Equal-hour.**

As nearly as possible, all trips will be assigned on an equal-hour basis.

## 5.44 TRIPS.

### B. Driver Assignment.

At the beginning of each school year, the equal-hour list shall start by assigning the first trip to the most senior Driver, and so on down the list. All trips from then on will be assigned to the Driver with the least amount of trip hours, no matter where the Driver's name shall appear on the list. Drivers who refuse a trip for which they are eligible and have received a notice twenty-four (24) hours prior to the beginning of the trip shall have the refused hours added to their accumulated trip time. If any Driver is off for any reason when their name is up for a trip; the hours will be charged against them.

### C. Tally of Hours.

All trip hours for which wages have been earned will be added to the Driver's tally of trip hours.

### D. Notice of Trip Cancellation.

When a notice of cancellation is not given before a Driver arrives at work for a trip, the Driver shall receive payment of one (1) hour's wages for reporting to work when a trip has been cancelled. When notified less than twenty-four (24) hours prior to the beginning of the trip, the Driver has the option of turning down the trip, while maintaining eligibility for the next trip available by not having the trip hours added on to his/her accumulated trip time.

### E. New Drivers.

Drivers must have three hundred fifty (350) hours of driving experience and be on the active payroll with a "Regular Route" to be eligible for a trip assignment, unless all other Drivers have turned down the trip. A new Driver with a regular route, having proof of driving one school year or more is eligible for extra trips after completing their probationary period. Any Driver being added to the trip time list during the year will be assigned the lowest amount of hours of trip time of any seniority Driver.

### F. Maintaining Income.

A Driver will have the option of refusing a trip while maintaining eligibility for the next trip available by not having the trip hours added on to his/her accumulated trip time, if accepting the trip would have resulted in a reduction of that day's income or is scheduled on a Saturday

- G. **Lay-over.**  
Drivers may be requested to stay with equipment on all trips to assure the safety of the equipment so that vandalism does not occur. A reasonable amount of personal time will be given all Drivers on each trip. Drivers may act as chaperones, accompanying students on a field trip after arrival at the destination, with the approval of the bus supervisor.
- H. **Trip Slips.**  
Trip slips and directions to the destination shall be given for all trips, when practical.
- I. **Emergency.**  
The Employer has the right to assign a Driver to a trip without going to the list in cases of extreme emergency without the missed Driver having recourse.
- J. Drivers will refrain from exchanging or taking trips without compensation.

5.45 **EXTENDED TRIPS.** Drivers who are assigned to extended trips shall be selected on an equal hour basis from the trip roster. The Employer retains the right to deny an extended trip to a Driver normally in line for the trip, if the Employer states a specific reason in writing to the Driver who has been denied the trip.

## ARTICLE VI

### LEAVE

**6.1 USAGE OF LEAVE TIME.** Drivers who violate the purpose to which the leave of absence was allowed will be subject to discharge. Drivers who do not report for work at the expiration of such leave of absence, will be considered as having voluntarily quit. Drivers to whom a leave of absence has been granted shall not be entitled to return to the employment by the Employer, until expiration of such leave of absence, unless a route is available. A Driver on leave of absence, without pay, is considered to be on the inactive payroll and as such is not entitled to the benefits under the terms of this agreement.

### 6.2 LEAVES WITHOUT PAY.

**6.21 MATERNITY LEAVE.** The Employer shall grant, upon request, a maternity leave, without pay, to a seniority Driver not to exceed one (1) year. The request must be made no less than ninety (90) calendar days prior to the commencement of the leave, except in the case of a medical emergency, as certified by a physician.

**6.22 EXPEDIENCY LEAVE.** Drivers acquiring seven (7) traffic violation points or failing State Competence and road tests may request a leave of absence, without pay, not to exceed ninety (90) days.

**6.23 DISABILITY LEAVE.** A Driver, because of illness or accident, which is non-compensable under Worker's Disability Compensation laws, who is physically unable to report for work, shall be given a leave of absence, without pay, after using his/her accumulated sick leave. The Driver shall provide the Employer with a statement from a medical doctor verifying the illness or disability. The leave of absence may be granted for up to one (1) year with the Driver having no loss of seniority.

**6.24 FAMILY LEAVE.** The superintendent may grant, upon request, a family leave of not less than one (1) week nor more than one (1) year. Family leaves shall be solely for reasons of family illness or family responsibility that requires the Employee's time and attention. Family leaves shall not be for vacation, social, or recreational purposes. To prevent abuses, all family leaves shall be discussed with the grievance committee.

**6.25 OTHER LEAVES.** Absences for reasons other than those listed in other sections of Article VI of this Agreement may be granted by the Employer to an Employee. The Employer will not be required to grant other leaves to more than two (2) Employees on any day.

### 6.3 LEAVES WITH PAY.

**6.31 SICK LEAVE.** This is time, with pay, that is set aside for use by the Drivers for personal illness or injury. A physician's verification may be required for any illness of three (3) or more consecutive days or for short term illnesses that accumulate five (5) or more days per year.

**A. Substitute Drivers.**

Substitute Drivers shall not be entitled to sick leave benefits.

**B. Regular Drivers.**

All regular Drivers who have successfully completed the probationary period shall be credited with ten (10) sick leave days per year.

**1. Crediting.**

Drivers shall be credited with sick leave days when school opens each year.

**2. Proration.**

Should a Driver leave employment with the Employer during the year, sick leave he/she is entitled to, will be prorated; and any excess used over amount actually earned will be deducted from the Driver's last check.

**3. Accumulation.**

Sick leave may accumulate to a maximum of seventy five (75) days for 1987-88.

**C. Incentive.**

Drivers having perfect attendance for one semester shall receive a bonus of \$0.50 per day for each day worked during the semester.

**6.32 PERSONAL LEAVE.** Drivers shall be credited with two (2) days leave with pay for legitimate business, professional or family obligations which cannot reasonable be scheduled outside of the regular work day. Personal leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purposes. The Employer shall not be required to grant leave on any one day to more than one (1) Driver nor on any day immediately preceding or following a holiday for such Driver. Except in the case of an emergency, a request, in writing, for a personal leave shall be made not less than three (3) work days prior to the leave date requested.

**6.33 FUNERAL LEAVE.**

**A. Immediate Family.**

(Spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent, or grandparent-in-law.

1. Three (3) days funeral leave may be taken with pay. Two (2) additional days may be taken with pay to be deducted from sick leave.

**B. Other.**

An Employee wishing to attend the funeral of an extended relative or friend may take the time off with pay necessary to attend the funeral: to one-half (1/2) day for funeral within a 25 mile radius, not to exceed one (1) day for an out of town funeral. This time will be deducted from sick leave.

**6.34 JURY LEAVE.** Any Driver who is summoned for jury duty as prescribed by applicable law shall be compensated by the Employer for the difference between daily wages earned as a jury member and daily wages earned as a Driver, if the jury pay is less than the driving pay.



## ARTICLE VII

### RESIGNATION

A Driver who wishes to resign shall file a written notice of resignation with the employer at a reasonable time prior to the time the resignation is to become effective, except in those cases in which extenuating circumstances may require a shorter period of such notice.

## ARTICLE VIII

### SCHOOL RIGHTS

**8.1 MANAGEMENT.** The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to execute management and administrative control of the School system. The Employer has the right to maintain order and efficiency, to hire, to direct the work force, to require Employees to observe rules and regulations.

The exercising of these powers, rights, authorities, duties, and responsibilities by the Employer and the adoption of such rules, regulations and policies as it shall deem necessary shall, however, be limited by the terms of this Agreement and by existing laws.

**8.2 MEDICAL EXAMINATION.** The Employer may require Drivers to receive a physical and/or mental examination annually by a physician of the Employer's choice, and shall be paid for by the Employer. An examination may also be required to determine the existence of any condition which may impair the ability of the Driver to properly discharge his/her duties, or which might be detrimental to the health and safety of the students and other persons.

**8.3 EVALUATION.** Evaluation of the Employees is a way to formally recognize Employees for faithful and quality service and to improve performance. It also assists in assuring the public that equipment is being operated in a reasonable and safe manner. It is desirable for the Employee and Employer to work together in a cooperative effort to develop a fair and positive evaluation process. For this purpose a committee of three (3) Drivers appointed by the Association and up to three (3) persons representing the Employer will meet during the 1985-86 school year. The evaluation process and form will be implemented during the 1986-87 school year.

## ARTICLE IX

### GRIEVANCE PROCEDURE

9.1 GRIEVANCE DEFINED. A grievance within the meaning of Agreement shall be any difference of opinion, controversy, or dispute arising out of the interpretation or application of the Agreement.

9.2 INFORMAL SETTLEMENT. A Driver or a group of Drivers who believe that they have a grievance shall first discuss the matter with the immediate supervisor personally or accompanied by an Association representative within five (5) working days after the occurrence of the event upon which the complaint is based. It shall be the objective of both parties to resolve the matter in this informal manner.

9.3 APPLICATION. A party or Driver having a complaint not settled informally may file a written complaint with the Association Grievance Committee. The Grievance Committee shall decide, on behalf of the Driver, whether the complaint is a grievance under the terms of this agreement. In the event the Grievance Committee considers the complaint a grievance, the Grievance Committee may forward the grievance to step one (1) of the Grievance Procedure. Nothing within this Agreement shall be constructed to prevent any individual Driver from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, or if it does not involve another member of the Association.

#### 9.4 STEPS IN THE GRIEVANCE PROCEDURE.

9.41 STEP ONE. To be processed hereunder, a grievance must be reduced to writing, state the facts, when they occurred, specify the section of the Agreement which has allegedly been violated, specify the relief sought, must be signed by the Driver who is filing the grievance, and must be presented to his/her supervisor within five (5) working days after the discovery of the occurrence or the event upon which it is based. The Driver's supervisor shall give a written answer to the aggrieved Driver within five (5) working days after the receipt of the written grievance. If the answer is mutually satisfactory, the Driver or the Association shall so indicate in writing, giving one copy of the settled grievance to the Driver's supervisor.

9.42 STEP TWO. If the decision of the supervisor is unacceptable to the Grievance Committee, the Grievance Committee may forward the grievance to the superintendent or his representative, provided the grievance is presented to the superintendent, in writing, within five (5) working days following the supervisor's decision. The superintendent or his representative shall give his decision in writing over his signature within five (5) working days following presentation of the grievance by the Grievance Committee.

**9.43 STEP THREE.** If the decision of the superintendent or his representative is unacceptable to the Grievance Committee, the Grievance Committee has the right to request a meeting with the superintendent or his representative within five (5) working days of the superintendent's decision to present the facts upon which the grievance is based, remedy or correction that is requested, and the sections of this Contract that have been violated. Such a meeting shall be held within ten (10) working days from the date of the request. The superintendent's written decision must be delivered to the Grievance Committee within five (5) working days following the meeting with the superintendent.

**9.44 STEP FOUR.** If the written reply is not satisfactory, the aggrieved party may request mediation by the State Mediation Service, provided that such request is made within ten (10) working days from receipt of the reply. If the parties are unable to reach an amicable settlement of the grievance by mediation, after a reasonable time, each party agrees that the mediator shall have the right to submit his recommendation to the superintendent, who shall take the recommendation to the Board of Education for consideration and action. The action of the Board of Education shall constitute the final disposition of the grievance.

## **9.5 PROCEDURES.**

**9.51 ASSOCIATION LIMITS.** Grievances that are not appealed by the Grievance Committee within the time limits specified in each step of the Grievance Procedure shall be considered settled on the basis of the decision last rendered; unless the time limit is extended by mutual agreement in writing by the parties involved.

**9.52 EMPLOYER LIMITS.** If the Employer fails to give an answer within any time limit specified in the Grievance Procedure (unless such time limit is extended by mutual agreement), The Grievance Committee may submit the grievance on the next step.

**9.53 COST OF PROCESS.** The Grievance Committee and the Employer will be required to pay all of their own expenses involved in processing a grievance, except that in Step Four, both parties will share equally all costs submitted by the mediators in connection with the grievance, unless the mediator rules otherwise.

**9.54 DOUBLE JEOPARDY.** The provisions of the Grievance Procedure shall not apply to any event, decision, interpretation, or application of this Agreement for which recourse is being sought through some other Court, Board, or Commission.

9.6 SCHEDULED MEETINGS. The Grievance Committee representing the Association and the Employer shall meet whenever the Employer or the Association requests a meeting to discuss items of mutual concern.

9.7 WORKING DAYS. Working days are student attendance days or shall be Monday through Friday during summer vacation.

#### ARTICLE X

##### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by a Driver or group of Drivers with the Employer unless the same has been ratified by the Association and executed in writing by the parties hereto. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE XI

TERMINATION, CHANGE OR AMENDMENT

This Agreement shall be effective as of July 1, 1987, and shall remain in full force and effect until June 30, 1988, (except as herein otherwise provided) and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least ninety (90) days prior to June 30, 1988, or of any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. If no such notice is given, then all the provisions of this Agreement shall be automatically renewed for an additional year.

COMSTOCK SCHOOL BUS DRIVER'S  
ASSOCIATION

BOARD OF EDUCATION

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

A P P E N D I X "A"

Summer Driving Revolving List  
Effective Summer 1987

Grogg, Donna

Mumaugh, Jean

Haring, Pat

Bellis, Vonnie

Sluss, Barbara

Mc Meekan, Jeannie

Terrell, Sharon

Shields, Marsha

Holcomb, Sue

Sims, Shar

Butcher, Leslie

Farrington, Sharron

Dunlap, Dee

Nufer, Jeannie

Dowdy, Jamie

Owens, Pam

Williams, Pat

St. Clair, Bea

Newkirk, Edythe

Stadelmayer, Elsa

Page, June

Wehrwein, Joyce

Allman, Pat

Padgett, Joy

Chmiel, Patti

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