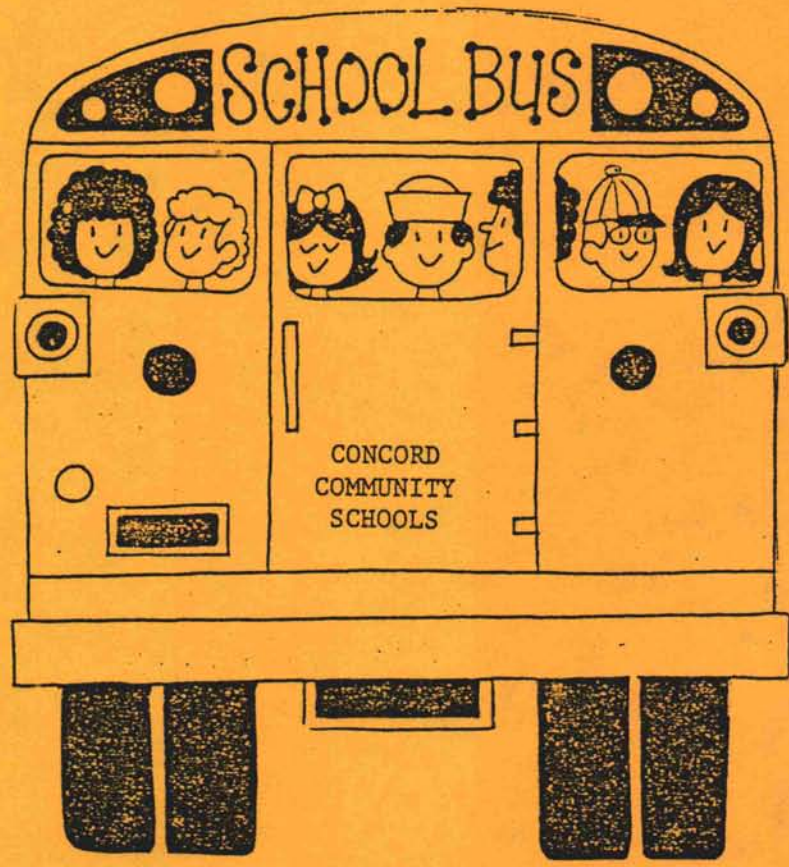


1997

CONCORD COMMUNITY SCHOOLS

BUS DRIVER'S AGREEMENT

1994 - 1997



Concord Community Schools

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AGREEMENT

This agreement entered into on the 22nd day of August, 1994, between CONCORD COMMUNITY SCHOOL DISTRICT, OF JACKSON COUNTY (hereinafter referred to as the "Employer") and the CONCORD COMMUNITY SCHOOL BUS DRIVERS (hereinafter referred to as "Employee").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer and employee.

ARTICLE 1

SECTION 1. REPRESENTATION:

For the purpose of collective bargaining and negotiating, in respect to rates of pay, hours of employment, and other conditions of employment, the drivers will be represented by two (2) committee members from the bargaining unit who are regular employees of Concord Community School District. One of these committee members will be designated as head spokesperson.

ARTICLE 2

Section 1. DRIVER QUALIFICATIONS:

- (a) Employees must be neat and clean in appearance.
- (b) Employees shall be one with good moral character who will conduct himself/herself in such a manor as to exercise good influence over pupils. The following are essentials:
 - 1) Reliability and dependability.
 - 2) Initiative, self-reliance, and leadership.
 - 3) Ability to get along with others.
 - 4) Understanding and tolerant of others.
 - 5) Patience with children.
- (c) Employees shall be in good physical and mental health.
 - 1) Must be physically able to handle bus with ease and capable to perform necessary duties such as; pre-trip inspections, evacuations, etc., as required by state, federal and local policies.
 - 2) As evidence of his/her physical fitness and mental alertness, the employee shall submit to a annual physical, drug and alcohol testing in accordance with state, federal and local policies.
- (d) License Requirements.
 - 1) A Concord school bus driver must possess a valid Michigan Chauffeur's license with Commercial Drivers License BP endorsements.
 - 2) A school bus driver must pass a driving skills examination as required by state, federal or local policies.

- (e) A school bus driver must possess a valid Michigan School Bus Driver Safety Education Certification of Completion or enrollment card.
- (f) Driving record must show an accumulation of less than seven (7) points for the previous two years. (Three years if required by insurance company.)
- (g) Drivers must submit to a criminal record verification as determined by state law.

ARTICLE 3 SENIORITY

Section 1. Seniority List

- (a) A driver must be a regular driver before seniority starts. Any driver who is assigned a regularly scheduled bus run shall be considered a regular driver and shall be eligible for all benefits outlined in this agreement.
- (b) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 2. Probationary Period

- a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment.

Section 3. LOSS OF SENIORITY

A employee shall lose his or her seniority only if the employee:

- a) Quits, (If the employee later returns he/she begins at the bottom of the seniority list)
- b) Is Discharged.
- c) Is absent for three (3) consecutive working days without notifying employer. After such absence, the Employer will notify the employee in writing at his/her last known address that the employee's employment has been terminated.
- d) Does not return to work when recalled from layoff.
- e) Retires.
- F) Is continuously laid off for a three (3) year period.

ARTICLE 4
RESPONSIBILITIES

Section 1: DRIVER

- 1) Each driver shall meet all legal requirements as per state, federal and local policies.
- 2) To study and observe all laws and regulations, state, federal, county and local, relating to the service of transportation.
- 3) To maintain order and discipline on the part of every passenger and enforce the rider rules and disciplinary procedures consistently.
- 4) To dress in an appropriate manor with a neat and clean appearance.
- 5) To conduct themselves professionally and to set a leadership example at all times. Work harmoniously with fellow employees.
- 6) Communicate with supervisor and mechanic as needed to assure a safe and orderly bus.
- 7) Perform and document pre and post trip inspections as required by state, federal and local policies. Reporting all mechanical problems or suspected problems.
- 8) Maintain fuel level above 1/4 tank at all times. Check engine oil, washer solvent, antifreeze, etc. daily and add as needed.
- 9) Bus drivers must have their buses in line to pickup students five (5) minutes before school dismissal. Drivers must be on bus when students are loading or unloading.
- 10) Each driver must maintain a dependable student pickup schedule.
- 11) Each driver must maintain records for Career Center, Friends, route sheets, maps, etc., as required.
- 12) Each driver shall be responsible for keeping the inside of their bus clean, including regular runs and special trips.
- 13) Each driver shall wash the outside of their bus a minimum of once (1) a month or more often if needed for safety.
- 14) Attend meetings, training classes, etc. as required by State or Federal law and local policies.
- 15) Other duties as assigned.

SECTION 2. BOARD RIGHTS.

a) The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the laws and constitution of the United States of America, including, but without listing the generality of the foregoing; the management and control of school properties, facilities, materials used, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers shall be limited only by the specific and expressed terms of this agreement.

SECTION 3. BOARD RESPONSIBILITY

- a) The Board shall provide safe equipment for drivers.
- b) The Board shall provide necessary maintenance and supervisory personnel.
- c) The Board shall provide liability insurance for protection of drivers while performing their duties.
- d) The Board shall provide all necessary safety equipment required for safe operation of the bus.

ARTICLE 5 GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS.

a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms and conditions of this agreement.

b) The term "days" as used herein shall mean employee work days for the purpose of this article, a holiday shall not be considered an employee work day.

SECTION II PROCEDURE

a) STEP 1

A grievant alleging a violation of the expressed terms of this agreement, shall within three days of alleged occurrence shall schedule a meeting with the transportation supervisor. An attempt will be made to resolve the grievance at this level. A oral decision with written documentation by the transportation supervisor shall be given within two days.

b) STEP 2

If the matter is not resolved at step I, the driver shall within two days after the informal decision is rendered by the transportation supervisor, submit the grievance in written form to the transportation supervisor.

c) STEP 3

If the grievance is not resolved satisfactory at step II, the driver shall within five days of the date of the transportation supervisors written answer, appeal the grievance in writing to the superintendent of school. A meeting will be scheduled between the driver, driver representative and superintendent to discuss the grievance within five days of the appeal date.

The superintendent of schools shall render a written decision within five days following said meeting.

d) STEP 4

If satisfactory settlement is not obtained at step III, the aggrieved bus driver shall within five days notify the superintendent that this matter is to be submitted to conference. At the time of notification the superintendent shall agree upon time and place for holding the conference.

A conference shall consist of not more than three bus drivers, transportation supervisor and not more than three representatives of the superintendent and board of education.

The subject matter of the conference shall be limited to the written grievance under consideration, and the object of the conference shall be an orderly resolution of the grievance. Any agreement reached in this conference shall be put in writing by the employer and sent to all participants.

e) STEP: 5

In the event that parties are unable to settle the grievance through the procedure outlined in steps 1 thru 4, the matter shall be submitted in writing to the Concord Community Schools, Board of Education for their consideration within five days of step 4 conference. A decision shall be rendered at the next regularly scheduled meeting of the board of education. Decisions rendered by the Board of Education shall be considered final unless it shall be in conflict with a statute relating to the question.

f) TIME LIMITS:

Failure to institute a grievance or appeal a decision at any level within the time limit set forth herein, shall be deemed acceptance of the last decision rendered by the employer and further processing of the grievance shall be barred.

Should an employee be satisfied with the decision at any level, or leave the employment of Concord Community Schools while the grievance remains unsettled, all further proceedings herein shall be barred.

ARTICLE 6 LEAVE OF ABSENCE

Section 1. SICK LEAVE

- a) Each full time driver shall be allowed nine (9) sick days per year, accumulative to a total of 72 days (A "sick day" is defined as the regular assigned run or runs for each school day.)
- b) Drivers must report unavailability to drive to the transportation supervisor the evening prior to the scheduled run, or a minimum of one (1) hour before scheduled morning bus run.
- c) Drivers who fail to report to work or fail to call for a substitute will not be granted sick leave pay and may be subject to disciplinary action.
- d) Under normal situations, the employer may require a doctors slip after 3 days illness.

b) FUNERAL LEAVE

A driver will be granted up to three (3) days with pay, not chargeable to sick leave, to attend the funeral of a member of the employee's immediate family. Two (2) additional days, chargeable to sick leave, may also be allowed for this purpose.

Immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brother, sister, brother-in-law, sister-in-law, current parent-in-law, grandparent and grandchildren.

c) PERSONAL DAYS:

At the beginning of each year, regular drivers shall be credited with three (3) personal days. In order for personal days to be paid, drivers must notify the transportation supervisor in writing at least two (2) days in advance of the intended day. Exceptions may be made in emergency situations when a substitute is available.

d) LEAVE WITHOUT PAY:

Leave of absence without pay may be granted for up to one year upon written application to the transportation supervisor. Decision to approve or deny request will be determined by the availability of substitutes and district needs.

e) RETURN FROM LEAVE OF ABSENCE

An employee who is returning from an extended leave of absence (3 months or more) must notify the Employer in writing of his/her intention to return 30 days prior to such return. Failure to comply with this section may be considered as a resignation and a forfeiture of seniority rights.

ARTICLE 7
SUBSTITUTE BUS DRIVER

- a) A substitute bus driver shall be assigned at the discretion of the transportation supervisor.
- b) Regular drivers who are interested in substituting shall make their desire known to the transportation supervisor by signing the appropriate substitute list.
- c) Career Center and kindergarten absences of less than one week shall be assigned by substitute rotation and availability.
- d) Career Center and kindergarten absences of one week or greater shall be bid by seniority and availability.

ARTICLE 8
Route ASSIGNMENT

Section 1. Bus Routes

- a) Each August, prior to the opening of school, all routes will be open to "bid" by all regular drivers on a seniority basis.
- b) Routes coming open during the school year will be posted and bid by seniority.
- c) The district reserves the right to reassign drivers during the school year when it deems necessary. Any such reassignment will be discussed with the driver involved and the bus driver representative.

Section 2. Special Trips

- a) Special trips will be assigned on a rotational basis to seniority bus drivers. Drivers are to notify the supervisor 48 hours of assignment whether they intend to take the trip. Failure to notify the supervisor will result in the driver losing his/her eligibility for said trip.
- b) Special trip requests shall be received in the transportation office one week in advance. Trips will be posted and assigned by Friday. Trips not accepted by end of a.m. run on Monday will be reassigned by supervisor.
- c) Bumping will be allowed on Friday and Monday, until after morning bus runs.
- d) Any late trips posted after Monday a.m. will be assigned with no bumping privileges.
- e) A driver may include 15 minutes for pre-trip inspection, preparation, warm up, etc.
- f) A driver may include 15 minutes for post trip inspection, sweeping, empty waste baskets, etc.
- g) Drivers will be paid a minimum 2 hours at special trip rate for all special trips.
- h) If all regular drivers refuse a trip and no qualified substitute is available, the driver with the least seniority will be required to accept the assignment.
- i) If a driver has to refuse a trip because he/she already has a conflicting special trip assignment, the refusal will be considered a cancellation and driver will be assigned next unscheduled trip.
- j) When driving a extra trip during a meal period, driver will be paid \$4.00 per meal (\$2.50(for skill center) providing a receipt is presented to supervisor. Meal periods will be 6:30 to 8:00 a.m., 12:00 noon to 1:30 p.m. and 5:00 to 6:30 p.m.

Section 3. Emergency Trips

- a) Under emergency conditions, said trip will be assigned to the most seniority driver available. Such assignment WILL NOT interrupt or count in the normal trip rotation.

Section 4. Cancellation

- a) Drivers will be notified of a special trip cancellation at least 2 hours prior to scheduled departure time. The driver will take their regular bus run and will be assigned the next unscheduled special trip as makeup.
- b) If a special run is canceled with less than 2 hour notice but before p.m. take home bus runs, the driver will take his/her regular bus run. The driver will be assigned the next unscheduled special trip as a make up. Subs will be paid \$5.00 show up pay if supervisor is unable to contact him/her.
- c) Make up trips will not count in the regular trip rotation.
- d) If a trip bus leaves school and is canceled, driver will receive 2 hours pay and will be assigned the next unscheduled trip.

Section 5. Summer Trips

- a) On the last week of the school year, drivers will be given the opportunity to indicate an interest in summer trips.
- b) The list of interested drivers will be prioritized by seniority and trips will be assigned as received in transportation office.

Section 6. Minimum Work Day

- a) A drivers work day will consist of time needed to perform his/her assigned job duties safely.
- b) When driver personnel are scheduled for normal bus runs and school is canceled due to inclement weather, those hours lost due to an Act of God will not be considered as wages lost providing the State does not require said days to be made up. Bus drivers will not be paid for snow days that the State requires the school to make up until work is performed.

ARTICLE 9
OVERTIME

Time and a half for a special trip time or combination of special trips over eight (8) hours on a given day.

ARTICLE 10
LAYOFF

Section 1. Defined

The word "layoff" means a reduction in the work force.

Section 2. Procedure

If it becomes necessary for a layoff, the following procedure will be mandatory.

- a) When the number of bus drivers is being reduced, those bus drivers who are on probation shall be laid off first. If further reductions are required, the senior drivers will be laid off in reverse order of hiring.

Section 3. Notice

Employees to be laid off for an indefinite period except in the event of natural catastrophes shall receive at least 7 calendar days notice of layoff

Section 4. Recall

Employees will be recalled according to seniority. If a employee fails to report to the employer within 5 calendar days from date of mailing notice of recall, he/she shall be considered quit unless during said 5 calendar day period he/she is granted a leave of absence without pay.

ARTICLE 11
EVALUATION

Each employee shall be evaluated by his/her immediate supervisor at least annually. A copy of the written evaluation shall be kept in the employee's personnel file. An employee may attach a written response to any adverse written evaluation.

If a evaluation is not performed, the employee's performance shall be considered acceptable.

ARTICLE 12
DISCIPLINE AND DISCHARGE

Subject to the employee's right to resort to the grievance procedure in the event of discharge or any other disciplinary action, the employer reserves the right to discharge or discipline any employee for reasons detrimental to the school system. The employer before discharging or taking any other disciplinary action as to any personnel shall first give at least one written warning of an offense, or act committed with a copy given to driver representative. However, no warning shall be given in the event a employee is involved in a felony charge, or a case of moral turpitude but shall forthwith be discharged or dismissed.

ARTICLE 13
BENEFITS

Section 1. Holiday Pay

a) Regular drivers shall be paid holidays as follows:

Thanksgiving Day and day after
Christmas Eve and Christmas Day
New Year Eve and News Years Day
Memorial Day
Labor Day

b) Rate of pay shall be their normal daily rate.

c) Drivers must work the last working day before and first working day after a holiday to be qualify for holiday pay unless otherwise excused. Medical appointment or personal day used for the first working day before or after holidays would not qualify the driver for holiday pay.

Section 2. Longevity Pay

Regular drivers who have been continuously employed by the school district shall receive a lump sum longevity payment at the end of the school year by separate check as follows:

3 years ----- \$100.00
5 years ----- \$200.00
10 years ----- \$400.00

Section 3. Insurance

The Board shall provide each full time driver with a life insurance policy in the amount of \$4,000.00. The policy will have a conversion capability and will include AD & D.

Section 4. Miscellaneous

- a) Regular drivers shall be given a pass (for driver and spouse) to home athletic contests.
- b) Drivers will be reimburse the cost of commercial drivers license.
- c) Drivers will receive \$20.00 per month for bus washing. Buses shall be washed a minimum of once per month.
- d) Drivers shall be paid for down time due to breakdowns of vehicles at the fourth year rate. Time shall be calculated at 15 minute intervals.
- e) Drivers shall be paid for schooling required by Concord Community Schools or State of Michigan at the extra trip rate.
- f) Actual cost of physicals up to a maximum of \$35.00 will be paid by the school district. Actual cost of physicals will be paid if services are rendered by a school appointed physical.
- g) Jury Duty - Regular drivers will be paid the difference between their normal daily pay and the court reimbursement for time spent on jury duty or court appearance related to drivers duties during normal working hours.
- h) Drivers shall be paid for time worked on developing bus routes, rider list and parent meetings at the special trip rates. Times will be calculated at 15 minute intervals.
- i) When a driver misses his/her evening run to take a evening special trip assignment, they will be paid their regular run rate for the first hour of the trip. The remainder of the time will be paid at the special trip rate. Whenever practical, athletic trips will be scheduled to leave Concord no earlier than 3:30 pm.
- j) \$0.08 cents per mile premium will be added to drivers pay for a.m. pickup, p.m. take home, and kindergarten runs.

ARTICLE 14
PAY SCALE

Section 1. Pay Rates

a) Regular run and kindergarten

	<u>1994/95</u>	<u>1995/96</u>	<u>1996/97</u>
1st year driver	\$10.63	10.92	11.30
2nd year drive	\$11.12	11.43	11.83
3rd year driver	\$12.36	12.70	13.14
4th year driver	\$13.10	13.46	13.93

b) Career Center driver (hourly) \$10.99 11.29 11.69

c) Special trips (hourly) \$8.57 8.81 9.12

d) Substitutes \$10.63 10.93 11.31

Substitute bus drivers will be paid at the 1st year driver rate. \$

ARTICLE 15
EFFECTIVE DATE

This agreement shall become effective August 22, 1994

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Bus Driver Representative

Jean Randall

Helynne Monroe

Concord Community School District

John J. Sturo

Superintendent

Norman W. Bennett

Transportation Supervisor