

# AGREEMENT

Between

TEAMSTERS LOCAL 214

And

COLUMBIA SCHOOL DISTRICT

**July 1, 2017 to June 30, 2018**

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**ARTICLE I**  
**RECOGNITION**

- A. The Board of Education of the Columbia School District (hereinafter called the "Board", "Employer", or "District") hereby recognizes TEAMSTERS LOCAL 214 (hereinafter known as the "Union") as the sole representative for the purposes of collective bargaining with respect to wages, hours, terms, or conditions of employment for all transportation employees, including transportation substitute employees, but excluding all administrative, executive, supervisory personnel and all other substitutes, and all other employees of the Board.
- B. The term "employee" when used in this Agreement shall refer only to personnel employed by the Board and defined in "A" of this Article.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of the Agreement.
- B. This Agreement shall not be extended beyond the termination date, except by written and signed mutual agreement.
- C. The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent and/or agents officially designated by the Board, as negotiations pertain to this Agreement.
- D. The Board agrees not to negotiate with or recognize any organizations other than the Union for the duration of this Agreement.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. A "grievance" is defined as any claim or complaint by an employee that there has been a violation or misapplication of the provisions of this Agreement. Probationary employee termination or evaluation of an employee shall be matters excluded from consideration under the grievance procedure set forth in this Agreement. It is the intent of the Board and the Union to limit the grievance procedure to specific provisions of the Agreement.

B. All time limits herein shall consist of workdays. Time limits may be extended only upon mutual written consent of the parties. Failure of an employee or the Union to conform to time limits shall mean the grievance is resolved based on the previous disposition by the Board. If the Board fails to conform to time limits, the employee or Union may proceed to the next Level.

C. Grievances shall be processed by the chosen representatives of the Union. If grievance meetings occur during the working time of the grievant and/or the Union representative, they shall be allowed to make up time as determined by the administration.

D. Level 1: Any employee who believes he/she has a grievance shall begin by informally discussing the matter with the Supervisor within five (5) days of its occurrence with the object of informally resolving the matter.

E. Level II: If, as a result of the informal discussion with the Supervisor a grievance still exists, or no decision has been rendered within five (5) days, the employee may invoke the formal grievance procedure by the employer or Union representative delivering a copy of the grievance form to the supervisor. The written grievance form required herein is attached as Appendix B and shall contain the following items:

1. The signature of the grievant or grievant(s) and Union representative.
2. A synopsis of the specific facts giving rise to the alleged violation.

3. The citation of the section or subsections of this Agreement alleged to have been violated.
4. The date of the alleged violation.
5. The date of filing.
6. The specific relief requested.

Any written grievance which is defective by omission in any of the above particulars shall be deemed to be dismissed if not remedied within two (2) days of the written notice of the missing item(s). A written grievance must be filed within five (5) days of the discussion with the Supervisor. Within five (5) days of receipt of the grievance, the Supervisor shall meet with the Union representative and affected employee in an effort to resolve the grievance. He shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Union.

F. Level III: If the employee is not satisfied with the disposition of the grievance by the Supervisor, or if no disposition has been made within five (5) days of such meeting, the grievance shall be presented within five (5) days to the Assistant Superintendent or the Superintendent. Disposition of the grievance in writing to the Union by the Superintendent shall be made no later than ten (10) days following the receipt of the grievance at this level.

G. Level IV: If the alleged grievance is not settled at Level III, the Union shall within thirty (30) calendar days submit the grievance to Teamsters Local 214's Grievance Panel. The Union shall notify the Superintendent within sixty (60) working days after the Panel's submission or its intent to arbitrate the grievance or withdraw it. Within fifteen (15) days after the date of written notice to the Board regarding arbitration, the parties will make every attempt to mutually select an arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the

American Arbitration Association. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

H. Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels. The parties shall hold a conference not less than ten (10) days prior to the hearing in an attempt to settle the grievance.

I. Powers of arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any terms of the Agreement.
2. He/she shall have no power to establish salary scales or fringe benefits.
3. He/she shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement.
4. He/she shall have no power to interpret State or Federal law.
5. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
6. More than one (1) grievance may not be considered by the arbitrator at one time without the mutual consent of both parties.
7. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

J. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee or employees involved.

K. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant, except that if any hearing is conducted during normal working hours, the grievant and two (2) representatives of the Union shall be granted released time to be present at said hearing(s). The Union shall be liable for the cost of these employees and for other school employees called during the course of the hearing(s).

L. The fees and expenses for an arbitrator shall be paid by the losing party or as determined by the arbitrator in the event of a split decision.

M. A complaint or grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against any participant(s) in the grievance procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

N. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discussing and having it resolved informally with the Employer, provided that the Union is given the opportunity to be present at the hearings or meetings of such grievances and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

O. Any claim or grievance arising under this contract may be processed through the grievance procedure until resolution. During the summer months, week days will be considered

work days.

P. All relevant information forming the basis of a grievance filed under the grievance procedure will be made available to the employee and to the Union by the Board and to the Board by the employee and the "Union.

#### **ARTICLE IV BOARD RIGHTS**

A. It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency, is solely a responsibility of the Board. Other 'rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which, but by no means wholly inclusive are: The right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tool equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials. Schedules of work for bus drivers are determined by the numbers of students and needs for buses.

B. It is further recognized that it is the responsibility of the Board to select and direct the working force, and that it is the responsibility and right of the board to hire, suspend, or discharge, assign, promote, or transfer, to determine the amount of overtime worked, to lay-off employees because of lack of work, or for other legitimate reasons.

C. The exercise of the foregoing. powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and

express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States and Michigan General School Laws.

**ARTICLE V**  
**UNION RIGHTS**

- A. The Board and the Union agree that there shall be no unlawful discrimination against any employee because of membership or non-membership in the Union.
- B. The Union may use the school building facilities as defined in Board policy and at the discretion of the Board.
- C. Bulletin board space will be provided at convenient locations and normal school messenger service may be used by the Union for communication purposes to the members of the bargaining unit.
- D. Designated telephones may be used for local calls during off-duty time by the Union or its members so long as it does not interfere with normal school operations.
- E. The Board agrees to make available to the Union in response to reasonable written requests information relating to the financial resources of the District if such information is maintained by the Board. If duplication of such form results in a cost to the District, such cost will be billed to and paid by the Union.
- F. At the request of the Union on-duty employees shall be released no more than five (5) times each year and no more than two (2) hours each time to attend general membership meetings with time to be made up later. Arrangements for the released time and make-up time shall be made with the Superintendent or his designee. The transportation department will work around the trip schedule whenever possible and such membership meetings shall not be

scheduled during regular bus run time

G. Transaction of official Union business not covered in Article III shall be permitted on the premises during off-duty time.

## **ARTICLE VI**

### **PAYROLL DEDUCTIONS**

A. The Board agrees to make payroll deductions upon voluntary written authorization from employees for the following programs approved by the Board:

1. Credit Union
2. Tax Sheltered Annuities
3. Insurance

## **ARTICLE VII**

### **EMPLOYEE RIGHTS AND PROTECTION**

A. Nothing contained herein shall be construed to deny or restrict to any employee rights that employee may have under any applicable state or federal law or constitution.

B. The private life of an employee is the employee's own affair unless the employee's conduct should adversely affect the employee's relationship with students or the discharge of the employee's responsibilities.

C. Neither the Board nor the Union shall unlawfully discriminate against any employee because of race, creed, religion, color, national origin, age, sex, height, weight, marital status, or disability.

D. The Board will provide legal advice with respect to rights and obligations an employee

may have concerning an employment-related assault on said employee providing the employee has not acted in a negligent or provocative manner so as to cause the assault.

E. Time lost by an employee in connection with any incident related to "D" above shall not be charged against the employee unless negligence is proven.

F. The Board will reimburse the proven loss, damage, or destruction, not through personal negligence, of personal property requested or required by the Board of an employee in the performance of his/her duties. This does not include personal property brought in by employees without request or knowledge of the Board or losses covered by insurance or losses in excess of \$500.00.

G. An employee shall be entitled, at the employee's request, to have present a representative of the Union when being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.

H. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline shall be exercised and shall include, but not be limited to or necessarily be the order listed: Verbal warning, written warning, reprimand, suspension with or without pay, and discharge. However, certain delinquencies such as being under the influence of intoxicating beverages or drugs, or theft, shall be just cause for immediate dismissal. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible. Written warning/reprimands shall be signed by the employee for acknowledgment purposes.

No non-probationary employee shall be discharged, reprimanded, reduced in rank, or compensation, without just cause. Any such discipline, reprimand, reduction in rank or compensation, by the Board or representative thereof, shall be done in privacy. The employee

shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.

I. Written notification of reprimand, suspension, or dismissal shall be given to the employee and steward at the time discipline is imposed.

J. Each employee shall have the right, upon request, to review the contents of his/her personnel file in the presence of the Superintendent. The employee may be accompanied by a Union representative. Exempted from review shall be personal references normally sought at the time of employment.

Any complaint directed toward an employee shall be called to the employee's attention as soon as possible if such complaint is to be made a part of the employee's personnel file. The employee may submit a written statement to be attached to and filed with the original complaint.

The Board shall not knowingly place false or incorrect information or reports in the personnel file of an employee.

K. In order to assure rider safety and observe all precautionary contingencies; bus drivers may have the authority to assign seats to all students as required.

## **ARTICLE VIII**

### **SENIORITY AND REDUCTION IN PERSONNEL**

A. Seniority.

1. New transportation employees hired by the Board shall serve a probationary period for the first forty-five (45) work days of their employment. In the event the probationary employee is absent during the probationary period, the number of days absent will be added to the 45 work day probationary period.

2. When an employee completes the probationary period in a satisfactory manner, he/she shall be entered on the seniority list and shall rank for the seniority purposes from the date of hire.

3. At any time prior to the completion of the probationary period the employee's work performance is unsatisfactory; he/she may be dismissed by the Board. This is not to be construed as limiting the Board's prerogative to discharge after seniority has been established.

4. In the case of two or more employees having the same seniority date, the employees involved will draw from a deck of playing cards, with the employee drawing the higher card (the Ace being the highest) being considered the more senior employee.

5. Definitions. "*Seniority*" shall be defined as an employee's length of continuous employment with the Employer since his last hiring date. "*Last hiring date*" shall Mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, or been discharged.

6. Termination of Seniority: An employee's seniority and employment shall terminate if he/she quits, is discharged, assumes a position outside the bargaining unit that interferes with a permanent route is on layoff for a continuous period of two (2) years, refuses recall, or fails to report to work for three (3) consecutive work days without calling in unless there are acceptable extenuating circumstances for not calling in.

When a regular employee becomes a substitute bus driver, he/she shall continue to accrue seniority.

Any driver voluntarily giving up his/her bid route(s) during a year to become a substitute driver shall go to the bottom of the seniority list until the next year. This shall not include

a driver who gives up his/her bid route(s) because of a medical, emergency family or child care leave.

7. Employees on lay-off shall not continue to accrue seniority.

8. Board approved leaves of absence, voluntary and involuntary transfer, and promotions shall be construed as continuous service and given credit as same. However, an employee on a non-medical leave of absence for more than 20 workings days shall cease to accrue seniority after the 20<sup>th</sup> day.

9. In July of each year, the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for the members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Agreement.

10. The stewards and the alternate steward, in that order, shall head the seniority list of the unit for the term of their office. This shall pertain to layoff and recall procedures only.

11. A substitute bus driver who drives 75 or more days during the school year shall accumulate one (1) year seniority. A substitute driver who drives less than 75 days during the school year shall accumulate half (1/2) year seniority.

B. Layoff and Recall.

1. Employees who are to be laid off shall be given no less than fourteen (14) day's written notice. The word lay-off shall mean a reduction in the employee work force due to a decrease in work or lack of funds.

2. If a lay-off becomes necessary, probationary employees shall be laid off first, District-wide. If further lay-off is necessary, lay-off shall be according to seniority (least

senior employees shall be the first laid off).

3. Laid off employees shall be recalled in reverse order of lay-off within a classification.
4. Notice of recall shall be sent by registered mail to the employee's last known address. The employee shall have ten (10) .calendar days to report to work from the date that the notice was delivered to the employee's last known address.
5. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the employee who previously held said position, if not on lay-off, shall be offered the position before it is offered to laid off employees.
6. If the Board anticipates a reduction of staff, it shall meet and confer the matter with the Union prior to taking any formal action.
7. An employee on scheduled lay-off shall have the right to displace the least senior employee provided the senior employee is qualified to hold the position held by the displaced employee.

## **ARTICLE IX**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. A "vacancy" shall be defined as any position within the bargaining unit either newly created or a present position that is not filled.
- B. A vacancy within the bargaining unit to be filled shall be posted within seven (7) calendar days from the date of vacancy and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. A vacant bus run shall also be posted as provided in this paragraph and shall be awarded at a meeting as provided in Article X, B. 1 .c.

C. If a vacancy occurs while there are employees on layoff, the position shall be posted and those on layoff shall be notified of such vacancy by certified mail. The employee shall keep the Administration office apprised of his/her latest address.

D. The Board shall have the right to fill the vacancy temporarily until a transfer or promotion of an employee has been completed. This employee shall receive the pay rate of the vacancy or his/her present pay rate, whichever is higher.

E. The following format will be used to advertise vacant positions:

1. Type of work
2. Starting date
3. Rate of pay
4. Hours to be worked
5. Classification

F. When a vacancy occurs, it shall be awarded to the most senior applicant from within the bargaining unit who possesses the necessary skills and physical requirements for that specific job classification; provided, however, that a vacancy in the mechanic classification may be awarded to the applicant, internal or external, who the Board, in its sole discretion, determines is best qualified for the position.

If an employee is currently working in the classification, or has worked in the classification for the District, he/she shall automatically be considered to possess the necessary skills.

To possess physical requirements the employee must be physically able to perform the work.

G. Failure to follow this Article shall be subject to the grievance procedure. However,

award of a higher-rated classification based on necessary skills and physical requirements may be processed only through Level III of the grievance procedure.

H. The parties agree that un-requested transfers are to be minimized and avoided whenever possible. In making voluntary transfers the wishes of the individual will be considered to the extent that these considerations do not conflict with the best interests of the school system.

## **ARTICLE X**

### **WORKING CONDITIONS - TRANSPORTATION**

A. Bus Drivers Rules:

1. All drivers in case of illness must notify their supervisor at least one (1) hour in advance if unable to drive. In cases of emergency the one (1) hour is waived. Drivers unable to drive because of personal business must give twenty- four (24) hour notice as a minimum

2. A driver may inform a student that for disciplinary reasons, he/she will not be picked up the next day, and that he/she may not ride until he/she has a conference with his/her principal, or other administrator. Drivers are not to put students off the bus except at their regular stop. Drivers may return students to any school within the District during school hours; and to the bus supervisor or the school administration after school hours. If a student is put off the bus, the driver will inform the bus supervisor, administrative assistant, or principal as soon as possible. The Columbia Schools Transportation Document for student discipline shall be made available to all drivers. The District may make changes in the Document which will be promptly communicated to the drivers. The Union may request a special conference to discuss problems with student discipline on

the buses.

3. The drivers will be given a physical by a school district appointed doctor every year or as deemed necessary by the District or by the State Board of Education.

4. Any driver who signs up for a day trip and is assigned to that trip must accept that trip irrespective of the regular trips that may become available on that day. Refusal to do so shall result in the loss of one day's trips for a regular driver and a substitute driver not on a regular trip shall not be allowed to substitute for three (3) days. A second refusal shall cause time limits to be doubled.

5. All busses will be kept at the high school parking lot.

To insure orderly operations, the area adjacent to the bus parking lot nearest fence will be reserved for bus drivers' and be specifically marked as such with visible, legible signs.

6. Drivers will pick up papers and sweep bus daily. Drivers using bus for extra trips are responsible for cleaning that bus after trip. Bus drivers are not responsible for the outside cleaning of the bus. The exterior of the bus will be washed by maintenance personnel on a weekly basis; or as necessary for safe operation of the vehicle and vision of the driver. When maintenance personnel are not available, a posting will be made for regular drivers to bid.

7. Maintain Bus Schedule as Closely as Possible. Drivers are to be on the bus or at the door, supervise the loading or unloading of the bus; pick up only regular passengers and authorized persons; report to the office promptly the names of new students who start or students that discontinue riding the bus; maintain order and discipline on the bus; permit a child to leave the bus only at the regular stop, except upon written request of parents or direction of school authority; and report to the bus supervisor, or

superintendent, any accidents or injuries occurring on or in connection with the use of the busses. Drivers are not expected to return to pick up students who were not at the designated pick-up point at the scheduled loading time

8. Drivers shall check the bus drivers' bulletin board for notices.
9. Buses on field trips or athletic trips are to stop at schools or designated areas only.
10. All bus drivers shall turn in their keys at the end of each day unless they require them for an evening trip. Keys must be left in the bus during working hours.
11. All bus drivers shall document fuel use and maintain an adequate supply of fuel in their busses in case of an emergency.
12. Bus drivers shall not set or alter stops without approval by administration.
13. Bus drivers shall not alter routes in any manner without approval by administration.

The Board of Education will provide bulletin board space for posting of Union and Board notices as they pertain to the employee working for District.

**B. Bus Routes and Trips:**

1. Regular Routes
  - a. A regular route is any regular schedule a.m. or p.m. pick up or delivery of students to or from school.
  - b. All regular routes shall be bid by seniority at a meeting during the two-week period before the beginning of each school year. Every driver must attend except in the case of emergency. In the case of emergency, the driver may send a person to bid by proxy.
  - c. If a route is eliminated or created or becomes vacant during the school

year, it and all other routes affected by the bid for that route will be filled by seniority at a special bid meeting.

2. Kindergarten and Noon Routes

a. Kindergarten and/or noon route is the pick-up and delivery of kindergarten students to or from school.

3. Career Center/Vocational Tech Routes.

a. Career center/vocational tech routes are the pick up and delivery of students who attend career center classes.

**C. Trips.**

1. A sign-up sheet (Master List) shall be posted for 5 working days at the beginning of each school year. Drivers not signing the sheet will not be considered for the trip category that they did not sign. Drivers can notify the supervisor once during the school year to add their name to the list or take it off but not both.

2. **Daily Trips** are any trips that are scheduled during working hours (typically 5:00 a.m. and 5:00 p.m.) on scheduled work days. For regular run holders, the first two (2) hours of a Daily Trip will be paid at the Regular Run rate, and the remaining time will be paid at the Trip rate. In the event the Daily Trip is cancelled, then Section C, 9 of this Article will apply.

1. Daily Trips shall be awarded to drivers through the posting procedure on a rotating basis from the master list. The rotation continues for Daily Trips where it left off. Probationary drivers will be assigned on a rotating basis, to all Daily Trips that have not been signed up for by the other drivers. Probationary drivers will be placed on Daily Trips

listing upon satisfactory completion of their probationary period. In situations where there are no probationary drivers on the list, unfilled Daily Trips will be assigned on a rotating basis starting with the least senior driver. In situations where this driver cannot, due to extreme emergency conditions, accept the trip, it shall be assigned the next eligible driver on a courtesy trip basis. Daily Trips are to be posted on Friday or the last day of the work week and assigned on Friday or the last day of the work week in the week prior to the trip. In any case, a Daily Trip shall be posted for a minimum of three working days.

3. **After 5 and Weekend Trips.** Are trips scheduled to depart after the normally scheduled work day, weekends, and holidays. After 5 Trips are to be posted in the same procedure as stated in Daily Trips (Article X, G, 2)
4. **Courtesy Trips.** If less time is given for posting a Daily or After 5 Trip, the trip will then become a Courtesy Trip. The Courtesy Trip shall be posted in accordance with Daily Trips (Article X, G, 2). Short-notice emergency trips will be designated by the bus supervisor and the supervisor may assign them to the first available driver and any driver accepting or refusing will not lose his or her turn in rotation.
5. When available, a substitute driver will be provided in the event the regular driver is scheduled on a trip that interferes with his/her regular trip. In cases where there are not a substitute driver available, the driver(s) and supervisor will coordinate efforts in order to cover the driver's route and trip.
6. There shall be no trading of trips among drivers.
7. All drivers not honoring the trip awarded to them excepting for extenuating

circumstances beyond their control, shall lose special trip bidding privileges for a period of fifteen (15) working days. The trip will be assigned to the next senior driver bidding on the extra trip. This procedure will not affect the rotation of trips already awarded out.

8. **Summer Trips:** A summer trip list shall be posted one (1) week prior to the end of the school year. Any trips during the summer will be offered on a seniority rotating basis. Refusal of a trip will cause the driver to be charged with a trip and the next senior driver will be offered the trip. If no driver accepts the trip then the supervisor will assigned the trip to the lowest seniority driver. The supervisor will move up the seniority list on the next occurrence if no driver accepts the trip.

9. **Cancellation.**

1. If a Daily or Courtesy Trip is canceled after the driver reports, the driver shall be paid for a minimum of four (4) hours at the trip rate of pay. The driver will then be eligible to pick one (1) of the next three (3) that will be posted.

2. If a Daily or Courtesy Trip is canceled before the driver reports for duty, the driver will be given a choice of the next three (3) trips that will be posted. If the driver refuses the first two trips he/she must accept the third trip or be charged for a trip.

3. Week-end and holiday trips that are take-over and drop-off will be paid a minimum of four (4) hours.

4. If a week-end or holiday trip is canceled after the driver shows up, the driver will be paid a minimum of four (4) hours. The driver will be eligible to pick one (1) of the next three (3) week-end trips that will be posted.

5. If the week-end or holiday trip is cancelled before the driver shows up for

duty, the driver will be eligible to pick one (1) of the next three (3) week-end trips that will be posted.

10. The Employer shall provide payment for the cost of fuel for extended special trips prior to the start of that trip. Any fuel that is purchased shall have a receipt turned in to the supervisor as soon as possible.

11. Driver and bus shall remain at the site of activity with driver available to drive at all times excepting when driver is given permission from person responsible for activity to obtain something to eat.

12. Shuttle Trip. Pay shall be five dollars (\$5.00) per trip.

D. Substitute Drivers. A "*substitute driver*" shall be defined as a driver in the unit not assigned to a regular route. Drivers not assigned to a regular route and who do not sign up for designated routes will not be assigned to substitute those designated routes. If no driver on the substitute list is available, and then drivers will be assigned as in G.1 below. The Employer will diligently recruit and make every effort to maintain a substitute list of at least five (5) substitutes at all times.

After the Employer has attempted to contact a substitute five (5) times and the substitute has refused or been unavailable for contact, then the Employer will drop that employee from the substitute list until the employee meets with the Employer. If the Employer does not hear from that employee within two (2) weeks of the last time the substitute was contacted, then the substitute will be dropped from all lists and any seniority will be terminated. The exceptions to this are legitimate refusals due to illness, emergencies or granted leaves of absence. If a substitute driver is unavailable because of a legitimate reason, he/she shall inform the transportation supervisor.

1. Substituting Daily Routes. Drivers with regular routes may substitute on a regular rotating basis as long as it does not interfere with their regular assigned route.

If a regular route is unfilled after the sub list has been exhausted, the bus supervisor shall begin at the top of the regular driver seniority list and assign the route to the first driver available. This procedure will start after the last seniority driver is assigned.

2. Assignment of Substitutes to Routes: The first week of the school year a sign up sheet will be posted for drivers who are available to be substitutes. The substitutes will be awarded routes in rotation of seniority. If a high school route and an elementary route are available then both routes shall be assigned in rotation to the next seniority driver available. If only a high school route or an elementary route is available that route will be assigned to the next seniority driver in rotation.

3. Permanent Substitutes. A route that will be vacant for three (3) days or greater will have a substitute assigned to that route until either the permanent driver returns or the vacancy is filled. This assignment will not interfere with bid trips. The substitute assigned will be available for that route for the duration of the vacancy.

4. Retired Drivers. When an employee retires from the District and requests become a substitute driver, the retiree driver must go to the bottom of the substitute list of drivers. The retired driver will be in rotation with other subs for daily trips and may sign up for extra trips.

The retired driver will not accrue seniority or belong to the Union. He/she shall be assigned trips in accordance with Section G. 2. of this Article. A retired driver cannot be assigned extended routes unless no other driver is available.

E. Summer Custodial/Maintenance Work.

Bus drivers who are willing to perform custodial/maintenance work during the summer vacation will be considered for such work before the District hires external applicants; provided, however, that external applicants who performed such work during the previous summer vacation may be given preference over bus driver applicants who did not perform such work the previous summer.

**ARTICLE XI**

**CONTRACTING**

- A. No bargaining unit member will be required to work out of their classification.
- B. If a laid off employee is available and willing, he/she shall be asked to do the work of the absent bargaining unit member before a substitute is called.

**ARTICLE XII**

**HEALTH AND SAFETY**

The employee(s) will inform the Board of any job hazard as soon as the employee first becomes aware of any unsafe areas, conditions or defective equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

A. Each July 1, bus drivers shall receive ten (10) sick days in an individual sick-leave bank. An employee who does not finish the year (July 1 to June 30) and has used in excess of one (1) day each month of service shall have the unearned days deducted from their last pay. An employee who begins work after July 1 shall receive a sick-leave bank upon hire in the amount of months remaining until July 1st.

1. An employee must be paid at least one (1) day in a month to earn a paid sick day for such month.

B. Each bus driver shall be entitled to an accumulation of the unused portion of each year's leave to be accumulated to a total of 175 working days. (Sick days shall accrue in half or full days.)

C. In the event of absence of an employee for illness in excess of five (5) consecutive working days, or suspected sick leave abuse, the Board may at its expense require an examination by an independent physician. In situations of apparent abuses of sick leave the problem will be brought to the attention of the employees and after the third incident a physician's -signed statement of proof of illness will be required.

D. The Board may, at Board expense, require an employee to submit to a physical or mental examination by approved specialists to determine whether involuntary sick leave is warranted.

E. Each employee will be notified by July 15 of each year the number of sick leave days carried over from the preceding year for each employee covered by this Agreement.

F. Leave of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons:

1. Critical illness in the immediate family (spouse, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, step-parents, step-children, step-brother and step-sister), not to exceed ten (10) days in a year (July 1 to June 30). Additional days may be granted at the sole discretion of the Superintendent.

2. In the event of a death of the spouse, or son, or daughter, two (2) additional working days may be granted to attend to necessary arrangements which are to be deducted from the individual sick leave bank.

3. Personal illness or disability which shall include childbirth and complication of pregnancy.

G. Three (3) days leave of absence with pay, not chargeable against the employee's sick leave allowance, shall be granted in the case of the death of the spouse, son, daughter, mother, father, mother-in-law, father-in-law, son-in-law; daughter-in-law; sister, brother, sister-in-law, brother-in-law, grandchildren, and grandparents.

H. Personal Leave Days

1. Personal leave days to a maximum of one (1) day per year will be granted to bus drivers to attend to personal or business affairs. In addition, bus drivers may use two of their sick days as provided in Section A, as additional personal days. Unused personal leave days that are not used by the end of one year shall be added to the individual's total accumulated sick leave bank.

2. A request for a personal leave day must be made in writing at least three (3) days in advance, unless the nature of the emergency preclude such notification. Then, it shall be subject to the approval of the superintendent or designee.

I. Personal accident involving Worker's Compensation: Sick leave allowances for employees injured while working for the District and thus becoming eligible for Worker's Compensation benefits shall be as follows:

1. Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.

2. If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily take home pay. (i.e. Gross pay less withholding tax based on actual dependent exemptions and FICA taxes.) The employee's sick leave will be charged with a proportionate amount of time lost based on the ratio of the school funds used to make the employee's regular daily take-home pay.

J. An. employee called for jury duty during his/her regular working hours shall be paid the difference between the jury duty pay and the employee's regular daily pay. The District will pay the employee his/her full daily rate and the employee must reimburse the District the amount of compensation received for jury duty. Should the employee not reimburse the District, it shall be deducted from his/her third pay following completion of jury duty or upon separation, whichever is earlier.

K. The Board will reimburse the employee on the same basis as in paragraph "J" of this Article for court appearances connected with the employee's employment by the. District other than any litigation between the Board and any of its employees.

L Act of God Days.

1. Should there be a work opportunity of less than one hundred eighty (180) days for bus drivers due to Act of God days that cause the cancellation of school, the Board will agree to compensate the drivers up to two (2) days not worked.

2. Act of God Days shall be defined as only those days that the majority of the teaching staff cannot work due to adverse conditions and students are not in attendance. If arriving late on Act of God days, an employee may extend his/her shift in order to complete his/her full shift of work with approval of the superintendent or designee.

3. Full time hourly employees (mechanic) shall receive double time for the hours worked on the first two (2) Act of God days during a school year and time and one-half for the hours worked on all Act of God days in excess of two (2) during a school year.

M. Union officers shall be excused from work to attend official functions of the Union, upon request in writing, and only if there is a certified substitute driver available.

**Unpaid Leaves**

N. The following leaves of absence without pay shall be granted by the Board for up to one year when requested by employees. The Employer shall comply with the provisions of the Family and Medical Leave Act (F.M.L.A.) of 1993 as well as the following provisions:

1. Child care including maternity, paternity, and adoption.

2. Personal illness or injury, if accompanied by a physician's statement. The physician's report, at the employee's expense, shall be given to the superintendent indicating need for leave.

3. All unpaid leaves required by the FMLA shall be cumulative with and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

O. The following leaves without pay may be granted for up to one year when requested by the employee:

1. Prolonged illness in the immediate family as described in "F-1" of this Article.
2. Job-related training.
3. Service to the Union in an elected or appointed office with right to return to former position, if available. If not available, then right to bump the least senior employee in his/her classification.

P. Other leaves, or extensions of leaves, may be granted at the discretion of the Board upon written employee request.

No leaves will be granted to employees for purposes of accepting other employment.

Q. Upon return from leave, the employee's previously accumulated sick days shall be restored.

R. **Return from Leave**

An employee returning from a medical leave of absence of one (1) year or less shall be returned to the same previously held position. If the position has been eliminated, the employee shall assume the position of the least senior employee providing the employee being bumped has less seniority than the employee returning. If the employee returning from leave does not have sufficient seniority to obtain a position, he/she shall be placed on a layoff status. Upon return from all other unpaid leaves the employee shall assume the position of the least senior employee providing the employee being bumped has less seniority than the employee returning.

S. When an employee has been granted an unpaid leave of absence for more than 20 working days for a non-medical reason, for either the employee or their immediate family, the employee must resign their bid run. Upon return, the employee will be classified as a substitute

driver for the remainder of the school year. The employee will be able to bid for a run the following school year.

**ARTICLE XIV**

**HOLIDAYS AND VACATIONS**

A. Holidays.

1. The Employer will pay the regular rate for each bus driver for the following holidays even though no work is performed by the employee:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Eve Day
Day after Thanksgiving	New Year's Day
Christmas Eve Day	Memorial Day

2. Employees required to work on the above named holidays shall receive time and one half for hours worked in addition to their regular pay.

3. If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off at a later date during the summer that is mutually agreeable to the Board and the employee.

4. When an employee is absent the day before and/or the day after a holiday, he/she shall not receive his/her salary for the paid holiday unless his/her absence is due to approved time off or personal illness or death in the family. In case of personal illness, he/she shall receive pay for the holiday provided he/she submits satisfactory proof of his/her illness, and further provided that he/she is eligible for any compensation during the pay period in which said holiday occurs.

5. Employees shall have the option to work up to eight (8) hours on Martin Luther King Day at the meeting rate doing District work.

B. Attendance

1. Attendance Bonus: Bus Drivers, except Substitute Bus Drivers, whose attendance record indicates they were not off sick during the school year (September-June) will receive a bonus of two hundred seventy-five dollars (\$275.00) payable with their last paycheck for the month of June. This amount will be increased each year by the percent (%) increase.
2. Bus Drivers, except Substitute Bus Drivers, whose attendance record indicates they used only one (1) sick day during the school year (September-June), will receive a bonus of one hundred thirty-seven and 50/100 dollars (\$137.5) with their last paycheck for the month of June. This amount will be increased each year by the percent (%) increase.
3. Perfect Attendance: Bus Drivers, except Substitute Bus Drivers, who have not missed any work days, will receive an additional Fifty dollars (\$50.00) with their last paycheck for the month of June.

**ARTICLE XV**

**COMPENSATION**

- A. Employees shall be compensated in accordance with Appendix A.
- B. Time and one half shall be paid for all work over forty (40) hours in any one (1) week.
- C. An employee using his/her personal vehicle at the request of the District shall be compensated at the IRS rate.
- D. The Board shall provide, without cost, to the employee Vision insurance as follows:

VSP-2 Silver for all employees (drivers with at least one (1) bid trip) or the equivalent of the above with the same specifications.

E. The Board will provide MESSSA term life insurance, AD&D in the amount of \$30,000. (Drivers must have at least one (1) bid trip.)

F. Upon retirement or termination for any reason, the employee shall be reimbursed a cash bonus for all unused paid absence allowance days accumulated up to one hundred seventy five (175) days at the rate of forty five and no/100 dollars (\$45.00).

G. The rates of pay are based on a per route basis, per hour basis for trips.

H. The Board will pay the difference between the regular driver's license and the commercial drivers license (CDL). In addition, the Board will pay for any training required for their employment. Should an employee leave the employment of the District during the life of the license, the cost will be prorated by the amount of time left on the license and an appropriate amount deducted from the employee's last check.

I. Down Time: Down time will be paid at the trip rate for the time the bus is down. Down time will be paid in addition to the minimum pay offered for each run.

J. The Special Education Route will be paid at the rate of a route and a half.

K. When school is called off drivers will be paid two (2) hours (at trip rate for) show up time when they are not notified and show up or an additional one-half (1/2) trip if they are on the road driving a bus when school is called off.

L. Call Back. When an employee is required to work after having returned home after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half his/her regular rate or a minimum of two (2) hours at his/her straight-time hourly rate, whichever is the greater.

M. For the 2017-18 school year, the Board shall provide each driver, including newly hired drivers, with a winter jacket with a District logo. Sizing and orders will be taken at the August 2017 meeting. Drivers may upgrade the jacket at their own expense. Drivers shall be expected to wear the jackets during work hours.

## **ARTICLE XVI**

### **NO STRIKE/NO LOCKOUT**

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional programs during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Union agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 6 of Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

C. The Board agrees not to lock out any bargaining unit employees during the term of this Agreement.

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS**

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which

shall be contrary to, or inconsistent with its terms.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed.

E. The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage as provided specifically by the Unemployment Laws of Michigan for all employees covered by this Agreement.

F. When a new job is created within this Agreement that does not fit an existing classification, the Union will be so informed. In the event the Union does not agree with the rate as set forth by management, the rate will be negotiated.

## **ARTICLE XVIII**

### **LEAST RESTRICTIVE/MEDICALLY FRAGILE**

Least Restrictive Environment / Medically Fragile: The District shall inform, consult with and provide needed training for any employee in any situation that arises due to Least Restrictive Environment or Medically Fragile. It is in the interest of both parties to jointly establish and implement procedures, guidelines and worker's conditions to promote the quality of education for special students enrolled in the District as a result of Least Restrictive Environment/Medically Fragile initiative. In the event problems arise, both parties agree to work cooperatively and bargain to find a solution to the problem. In no case shall the District be prevented from fulfilling the requirements of law.

**ARTICLE XIX**

**DURATION OF AGREEMENT**

A. This Agreement shall be effective July 1, 2017 and shall continue in effect until the 30<sup>th</sup> day of June, 2018.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

COLUMBIA  
BOARD OF EDUCATION

TEAMSTERS LOCAL 214

\_\_\_\_\_

\_\_\_\_\_

(President)

\_\_\_\_\_

\_\_\_\_\_

(Secretary)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX A**

**JOB CLASSIFICATION PAY RATE SCHEDULE  
AND  
OPTION CENTER TRIP**

Regular Runs	<u>7/1/17 – 6/30/18</u> \$36.06/Run
Special Trip (2 hr minimum/M-F) (4 hr minimum Sat, Sun, Holidays)	\$12.08/hr
Required School Attendance	\$12.06/hr